



# DFS Business Partner Anti-Corruption Policy

## POLICY STATEMENT

DFS is committed to doing business with integrity and according to the highest legal and ethical standards. This Business Partner Anti-Corruption Policy (“**Policy**”) sets out the Company’s global anti-corruption standards and expectations for our business partners in compliance with applicable anti-corruption laws.

This Policy works in conjunction with the applicable DFS Standard Terms and Conditions and the [DFS Business Partner Code of Conduct](#), both of which can be accessed [here](#).

## SCOPE

This Policy applies to all business partners named under a contract who is a counterparty to DFS (“**You**”, “**Your**”, or “**Business Partner**”) and Your Affiliates. For purposes of this Policy, the “**Company**” or “**DFS**” includes all DFS Group Affiliates. “**Affiliates**” mean any individual and/or entities that are under the possession, directly or indirectly of at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise. This would include, for example, officers, directors, employees, agents, interns, subsidiaries, affiliates, successors, contractors, and sub-contractors.

## I. ANTI-CORRUPTION

DFS takes a zero-tolerance approach towards any form of corruption or bribery. The applicable anti-corruption laws and regulations (“**Laws**”) generally prohibit any form of bribery, including the promising, offering, and giving bribes, as well as the requesting or receiving of bribes. You shall ensure:

- a. You and Your Affiliates comply with all applicable Laws and abide by this Policy.
- b. You and Your Affiliates have not and shall not make, directly or indirectly, in connection with all agreements related to the Company, a payment or gift of, or an offer, promise, or authorization to give money or anything of value to any person or entity to obtain or retain business or an improper advantage for, or direct business to, DFS or You by
  - i. influencing any act or decision of such person or entity in his, her, or its official capacity, including a decision to do or omit to do any act in violation of his, her, or its lawful duties or proper performance of functions; or
  - ii. inducing such person or entity to use his, her, or its influence or position with any other person or entity to influence any act or decision.

## II. BOOKS, RECORDS, AND INTERNAL CONTROLS

You shall ensure:

- a. You and Your Affiliates maintain books and records that describe in accurate and reasonable detail all expenditures incurred in connection with all agreements with the Company for the duration of the relevant agreement.
- b. You shall permit DFS to review, inspect and audit such books and records at its sole discretion, and ensure You and Your Affiliates fully cooperate in any audit that may be conducted. Expenses incurred by DFS in conducting the audit shall initially be borne by the Company. However, if such audit reveals a failure by You or Your Affiliate to maintain books and records which is in compliance with clause II.a above, or a breach of the applicable agreement or this Policy, then You shall bear the full expense of the audit.



## DFS Business Partner Anti-Corruption Policy

- c. You and Your Affiliates have and will maintain throughout the term of all agreements involving DFS, adequate policies, procedures, and controls to ensure compliance with this Policy. When requested by DFS from time to time at its sole discretion, You must provide a certification satisfactory to DFS, signed by Your legal representative, certifying that You and Your Affiliates are in compliance with this Policy. You shall also obtain such certificates from Your Affiliates signed by their legal representative and promptly provide a copy of such certificates, if requested by DFS.
- d. You and Your Affiliates participate in anti-bribery compliance training, if requested by DFS.

### III. POLICY VIOLATION AND REPORTING

DFS takes a zero-tolerance approach towards any form of corruption and bribery. Any violation of this Policy will be regarded as a serious matter. If DFS reasonably determines, at any time, that there is credible evidence that You or Your Affiliates may have violated this Policy, the Company shall have the right to suspend all payments due under all agreements between You and the Company while it conducts an investigation. Upon good faith request by the Company, You shall ensure Your and Your Affiliates fully cooperate with any investigation.

If DFS determines reasonably and in good faith that there has been such a violation, it shall have the right to terminate all agreements between You and DFS immediately and without payment due except for services lawfully and properly rendered under the agreement(s).

You shall immediately notify the Company if You or Your Affiliates:

- i. become aware of any non-compliance with this Policy; or
- ii. receive any request or demand for any undue or suspicious payment or other advantage of any kind in connection with the performance of any agreements involving DFS; or
- iii. is, has been or becomes the subject of any investigation, inquiry, or enforcement proceeding by any court, governmental, or regulatory body, or customer regarding any violation or alleged violation of any Laws in connection with the performance of any agreements involving DFS.

If You wishes to submit an anonymous report, you may access the DFS online reporting portal through [www.dfsgroup.ethicspoint.com](http://www.dfsgroup.ethicspoint.com). This reporting channel is available 24 hours a day, seven days a week, and in multiple languages. Alternatively, please email [Compliance@dfs.com](mailto:Compliance@dfs.com) to reach DFS's global Compliance Department.

### IV. INDEMNITY

You shall indemnify and hold harmless DFS and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to audit fees, attorneys' fees and investigations fees, that are incurred by Indemnified Party arising out of the violation of any part of this Policy by You or Your Affiliates.