



## ANTI-CORRUPTION POLICY

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NVIDIA has implemented this Policy to ensure compliance with the U.S. Foreign Corrupt Practices Act (“FCPA”), U.S. commercial bribery laws, U.S. domestic bribery laws, the UK Bribery Act and all other anti-corruption laws and regulations applicable to NVIDIA’s business world-wide. This Policy applies to all world-wide directors, officers, employees, and individuals serving as independent contractors of NVIDIA or its subsidiaries. We expect our agents, consultants, representatives, lobbyists, suppliers/vendors, resellers, distributors, customs or other brokers, contractors, advisors, and other business partners to comply with the principles contained in this policy.

### POLICY STATEMENTS

- *You are prohibited from promising, offering, providing, or authorizing money or anything of value directly or indirectly to any person to achieve an improper purpose related to NVIDIA’s business.*
- *You are prohibited from requesting, agreeing to receive, or accepting money or anything of value from any person to achieve an improper purpose related to NVIDIA’s business.*
- *You must comply with all of NVIDIA’s internal controls, including those designed to (i) ensure accurate and complete books and records and (ii) otherwise prevent corruption, self-dealing, embezzlement, fraud, money laundering, or other improper activities.*

You are required to adhere to both the spirit and the letter of this Policy with respect to our business worldwide. There are no exceptions to this Policy.

### ANTI-CORRUPTION PROHIBITIONS

This Policy prohibits corruptly promising, offering, providing, or authorizing the provision of money or anything of value (defined below) directly or indirectly to:

- influence any act or decision of the recipient in his/her official capacity;
- induce the recipient to do or omit to do any act in violation of his/her lawful duty;
- induce the recipient to influence any act or decision of a government or instrumentality of a government; or
- secure any improper advantage to obtain, retain, or direct regulatory approvals, contracts, business or other benefits.

By way of example, you are prohibited from offering or providing anything of value in order to achieve: (i) the award of a sales contract, sponsorship opportunity, or other business; (ii) the issuance or renewal of a concession, license, or business, or other permit or registration; (iii) the successful filing of a patent or trademark application; (iv) a reduction in duties or other taxes; (v) the purchase of land or other assets; (vi) the avoidance of inspections; (vii) a favorable inspection result or court decision; or (viii) the grant of some other advantage.

“*Anything of value*” means literally anything, whether tangible or intangible, that is of more than nominal value to the recipient. Examples include: (i) cash and cash equivalents; (ii) items with inherent value such as jewelry, electronics and appliances; (iii) travel (airfare, lodging, etc.); (iv) services such as gardening, home repair, and consulting services; and (iv) Employment opportunities, including unpaid internships.

The phrase “*directly or indirectly*” above means that the prohibited giving of things of value may not be made directly by a NVIDIA employee nor indirectly by a third party acting at NVIDIA’s direction or with NVIDIA’s knowledge. And, NVIDIA personnel may not consciously avoid knowing about such giving by a third party.

#### ACCOUNTING REQUIREMENTS

NVIDIA must maintain books, records, and accounts, which accurately and fairly reflect NVIDIA’s transactions, expenses, and asset dispositions. NVIDIA must also maintain a system of internal accounting controls that ensures transactions are properly authorized by management, and properly executed, and recorded. You must ensure that you, your colleagues and NVIDIA’s vendors/contractors comply with our internal controls and avoid unauthorized activities or expenses. You must also cooperate with NVIDIA’s periodic audits and other efforts to ensure that our internal controls are being observed.

The adherence to these accounting requirements applies to all of NVIDIA’s business and do not pertain just to improper payments. In other words, NVIDIA’s internal controls must be adhered to with regard to all NVIDIA transactions and all transactions must be recorded completely and accurately in NVIDIA’s books and records.

#### CONFLICTS OF INTERESTS/RELATIVES OF OFFICIALS

Conflicts of interest can raise FCPA and other anti-corruption concerns. You must disclose any actual or potential conflicts of interest to [NVIDIA-Compliance](#) and comply with our [Conflict of Interest Policy](#).

To avoid a conflict of interest, you are prohibited from soliciting or accepting anything of value from NVIDIA’s vendors or other third parties related to the granting of business or other benefits from NVIDIA to such third party. For example, it is a violation of this Policy: to accept gifts from a vendor in exchange for granting work to that vendor and to cause NVIDIA to overpay a vendor so that vendor then shares all or a portion of that overpayment with you.

#### FACILITATING PAYMENTS

Facilitating payments are small payments to government officials intended to speed the granting of government services to which you and NVIDIA are entitled. Despite these payments being legal under the FCPA, they are not allowed by NVIDIA and would violate this Policy. Government agencies, at times, may allow for legitimate payments to be made to the government agency or treasury in order to expedite services. These *official* and publicly-disclosed government fees may be paid to a government agency to expedite passports, licenses, or other services, if an official government receipt is collected, and the expense is accurately recorded in NVIDIA’s books.

#### INTERMEDIARIES

This Policy prohibits you from providing bribes or other improper benefits directly or indirectly through third parties or associated persons. This risk can arise in cases where NVIDIA works with agents, consultants, representatives, lobbyists, suppliers/vendors, resellers, distributors, customs or other brokers, contractors, advisors, or anyone else that performs services for or on behalf of NVIDIA, collectively Intermediaries.

You and NVIDIA can be held liable under the FCPA and other laws *even if* you do not expressly authorize an Intermediary to engage in corruption, but they do so anyway. If you have actual knowledge or a firm belief that a person will engage in corruption, and consciously disregard, deliberately ignore, or are willfully blind to the Intermediary’s corrupt or improper practices, you could be liable.

You must get approval in writing from NVIDIA’s General Counsel before you use or pay any Intermediary responsible for government or customer interactions. Throughout any relationship with an Intermediary, you

must monitor their performance to ensure that they do not engage in activities that raise corruption concerns and all payments to Intermediaries must be accurately reported.

#### **GIFTS & HOSPITALITIES**

This Policy prohibits the provision or acceptance of money or things of value for corrupt or improper purposes. However, reasonably priced gifts, meals, entertainment, travel, and other benefits provided for non-corrupt business promotion or goodwill purposes may be permissible in certain cases. For instance, a plastic pen or a coffee mug will generally not violate the FCPA, but a fur coat or a vacation will raise concerns. Please refer to NVIDIA's [Gifts and Entertainment Policy](#) for more guidance on gifts and entertainment.

You must also ensure that the provision of a gift or other benefit does not violate local laws or policies that apply in the country where the recipient of the benefit is located. Some countries impose express limits on the value of the gifts/benefits that a recipient can accept or ban them altogether.

#### **VIOLATIONS AND CONSEQUENCES**

A violation of this Policy may result in severe personnel action, up to and including termination of your employment with NVIDIA. Additionally, a violation of this Policy may well result in criminal liability for NVIDIA and the employees and third parties involved, as well as other collateral consequences such as suspension or debarment from government contracts, the loss of U.S. export privileges, and other consequences.

#### **REPORTING/QUESTIONS**

You have an affirmative obligation to report all violations of this policy to [NVIDIA-Compliance](#). Reports may also be submitted anonymously by using NVIDIA's speak up system through Ethics Points at 1-866-295-3993 (for the U.S.) or via the web [here](#). However, we encourage you to consider revealing your identity so that we can properly follow up and investigate alleged violations. NVIDIA will ensure that appropriate confidentiality measures are taken and will not retaliate against any individual for reporting violations in good faith.