

## 商业伙伴合规责任书

### Business Partner Obligation Letter Regarding Compliance

甲方：北京奔驰汽车有限公司

Party A: Beijing Benz Automotive Co., Ltd.

乙方：

Party B:

为了保护公平竞争的环境，遵守适用法律，有效遏制商业贿赂行为，确保甲乙双方的合法利益，本着公开、公正、公平、互利的原则，双方承诺在签约时遵守以下约定：

In order to protect an environment of impartial competition, compliance with applicable laws, effectively stifle the conduct of business bribery, ensure mutual legal interests, the both parties hereby agree with the following stipulations based on the rules of openness, justness, fairness and reciprocity:

#### 1. 词语释义

##### Definitions

1.1 “关联方”指乙方的关联公司以及乙方的管理人员、董事或雇员，或代表该方或为该方利益行事的代理、股东、负责人或所有人。

“Affiliated Persons” means Party B’s affiliated companies and Party B’s management officers, directors, employees, or agents, or shareholders, principals or owners acting on its behalf or in its interests.

1.2 “政府实体”指政府或其政府的任何部门、机构或执行部门（包括由政府控制的任何公司或其它实体）、政党或者公共国际组织。

“Government Entity” means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization.

1.3 “政府官员”指政府实体的任何官员、雇员或其它官员（包括他们的任何直系家庭成员），以职务身份为政府实体行事的任何个人或行政职务的任何候选人。

“Government Official” means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

1.4 “北京奔驰汽车有限公司”亦包含其分公司。

“Beijing Benz Automotive Co., Ltd.” shall include its branches as well.

#### 2. 适用法律的遵守

##### Compliance with applicable laws

2.1 乙方应协助并与甲方全力合作以遵守适用于甲乙双方拟洽谈合作业务的法律：包括且不限于中国反腐败法律、德国反腐败法律和德国反腐败法律（不考虑其管辖限制）、以及适用于乙方或其关联方从事的与本协议甲乙双方拟洽谈合作业务有关的或者与涉及各方的任何其它业务事项的任何活动的任何其他法律、法规、规定、命令、法令或具有法律效力的其他指令（各种情形下皆包含可能不时进行的修订）；

Party B shall assist and cooperate fully with the efforts of Party A to comply with all Applicable Laws, including but not limited to the Chinese anti-corruption Law, the German anti-corruption law and U.S Foreign Corruption Practice Act, without regard to their jurisdictional limitations, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law

applicable to any activities engaged in by Party B or any of its Affiliated Persons in connection with this Contract or any other business matters involving each Party (in each case as the same may be amended from time to time);

2.2 乙方有义务不从事任何欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益、贿赂或接受贿赂等违法犯罪的行为，抵制其他由乙方的雇佣人员或第三方进行的腐败行为；Party B is obliged to desist from all illegal practices such as fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Party B or other third parties;

2.3 甲方一旦发现乙方或其工作人员违反了本第2条之陈述，甲方有权要求乙方对其涉嫌违反相关约定的员工进行事实调查并基于调查结果作出相应的内部处理决定；如乙方拒绝上述合作，甲方应当有权立即退出或终止与乙方的进行中的交易协商谈判，如果已经签署了相应的合同，则甲方有权无条件解除与乙方签订的该等合同。乙方同时还应当赔偿甲方由于乙方违反以上约定而给甲方造成的全部损失（包括但不限于合理的律师费用）。甲方亦可永久性取消乙方作为甲方的潜在商业伙伴的资格。

In the event Party B or its employees engage in such activities in breach of representations in this section 2, Party A has the right to request Party B to investigate the involved employees who have violated this section and to take necessary disciplinary action based on the investigation. If Party B refuses to cooperate, Party A shall be entitled to immediately withdraw from or terminate the relevant legal transaction existing with Party B and the right to cancel all negotiations with Party B without any condition. Party B shall also indemnify Party A for all its losses caused by the above breaches of Party B (including but not limited to attorney fee). Party A may also permanently remove Party B from consideration as a potential business partner to Party A.

### 3. 保证与承诺

#### Warrants and Commitments

3.1 乙方自身并代表其关联方，保证并承诺如下：

Party B, for itself and on behalf of its Affiliated Persons, warrants and commitments that:

(a) 其已遵守并将继续遵守所有的适用法律，且尽其所知，其并未采取并将不会采取或未能采取任何行动，这些作为或不作为可能导致其自身或甲方根据适用法律承担责任；

It has complied, and will comply, with all of the Applicable Laws and has, to its best knowledge, not taken, and will not take or fail to take any action, which act or omission would subject itself or Party A to liability under the Applicable Laws;

(b) 尽其所知，其自身或及任何关联方均未已经直接或间接地向任何政府官员或为该等官员的利益提供、支付、给予或贷款，或者已经承诺支付、给予或贷款，或者将提供、支付、给予或贷款，或将承诺给予支付或贷款金钱或任何其它有价值物，以达到下述的贿赂目的：(i) 影响该政府官员以其职务身份所作的任何行为或决定；(ii) 诱使该等政府官员违反其法定职责作为或不作为；(iii) 取得任何不当利益，或者(iv) 诱使该等政府官员利用其对政府实体的影响力以影响或改变该政府实体的任何行为或决定，从而为使其自身或甲方获取业务；

Neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or Party A;

(c) 其自身或其任何关联方均不是一个政府实体或政府官员，该等政府实体或政府官员的职务职责包括就向乙方或甲方获取业务作出决定、或对能够为乙方或甲方获取业务的政府官员进行指导、控制或指挥。或者

Neither itself nor any of its Affiliated Persons is a Government Entity or a Government Official whose official duties include deciding to direct business to itself or Party A; Or, supervising, imposing control upon or instructing the actions of Government Officials who are in a position to

direct business to Party B or Party A. Or

如果乙方或其任何关联方是或将会是一个政府实体或政府官员，且该政府实体或政府官员的职责包括向乙方或甲方获取业务做出决定，或者对能够为乙方或甲方获取业务的政府官员进行指导、控制或指挥，则乙方及各自的关联方应陈述、保证并承诺，利益冲突将会被排除。乙方应毫不延迟地以书面方式通知甲方其采取的、防止利益冲突的措施。

In case Party B or any of its Affiliated Persons are or will become a Government Entity or a Government Official whose official duties include decisions to direct business to Party B or Party A or to supervise or otherwise control or direct the actions of Government Officials who are in a position to direct business to Party B or Party A, Party B and the respective Affiliated Persons represent, warrant and covenant, that conflicts of interest will be excluded. Party B shall inform Party A in writing without undue delay about the measures taken to prevent a conflict of interest.

3.2 乙方或其关联方未曾并将不会以获得甲乙双方拟洽谈合作业务为目的，直接或间接地与任意第三方串通价格，或通过采取其他排除竞争的手段获取商业利益。

Party B or its affiliated parties have not colluded with or will not collude with any third party regarding prices directly or indirectly, for the purpose of obtaining business cooperation under negotiation between Party A and Party B, nor have Party B or its affiliated parties obtained or will obtain commercial interests by other means of competition exclusion.

3.3 乙方及其工作人员不得从事以下有可能影响公平交易、正当竞争的活动：

Party B undertakes and covenants that its employees will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:

(a) 向甲方工作人员及/或其亲属提供、承诺或给予其“酬金”、“回扣”或其他各种形式的现金或有价物品、包括有价证券、股份、礼物、购物卡、健身卡等；

To offer, promise or provide the employees of Party A and/or his/her relatives, in the name of “reward”, “commission” or otherwise, any money or anything of value, including, negotiable securities, shares, gifts, purchasing cards, sports cards, etc.;

(b) 邀请甲方工作人员及/或其亲属至任何歌舞厅、夜总会、保龄球馆或其他公共娱乐场所进行消费；

To invite the employees of Party A and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;

(c) 免费或低价安排甲方工作人员及/或其亲属旅游、度假；

To arrange tourism or vacations for the employees of Party A and/or his/her relatives for free or at a low price;

(d) 向甲方工作人员及/或其亲属提供其他有形或无形的利益。

To provide tangible and intangible benefit to employees of Party A and/or his/her relatives.

3.4 乙方有义务就其在过去或即将开展的合作中，同甲方及其工作人员存在或将可能存在的利益冲突向甲方做出及时披露，若经甲方核实、测评后认定该利益冲突将影响双方业务合作的正常开展或同《北京奔驰行为准则》要求相悖，乙方应在第一时间内采取具体措施（包括但不限于相关人员的回避，配合甲方采取风险控制措施等）以消除对双方合作可能产生的影响。

Party B shall have the duty to make timely disclosure to Party A, if Party B has or might have conflict of interests with Party A or its employees in the past or in the future; after verification of Party A, if the conflict of interests will be confirmed that it will affect the normal conduct of the business cooperation or violate the requirements of *BBAC Integrity Code*, Party B shall take measures at the first time (including but not limited to the related people's the related taking risk control measures in cooperation with Party A, etc.) to eliminate possible impact on the cooperation between Party A and Party B.

就该利益冲突的出现，如果乙方不能澄清其主观上不存在恶意或故意，那么甲方保留进一步调查、追责、求偿的权利。

Regarding the occurrence of conflict of interests, Party A has the right to investigate, affix responsibility, and claim for compensation for Party B's breach behaviors, if Party B couldn't testify it doesn't have subjective malice or subjective intention.

利益冲突，包括但不限于：甲方员工或其近亲属（配偶及双方父母，兄弟姐妹和子女）投资设立乙方或其关联方，或持有或间接持有乙方或其关联方股份，或在乙方或其关联方任职（或兼职）；自甲方离职不满五年的员工在乙方管理层任职等情形。

The conflict of interests includes but is not limited to: Party A's employees or their close relatives (spouse, parents, brothers, sisters or children) invest on setting up Party B or its affiliated parties, hold shares of Party B or its affiliated parties directly or indirectly, or are hired by Party B or its affiliated parties (including part-time job); or hold positions in Party B within five years from his/her demission from Party A.

3.5 如果乙方或其任何关联方违反了本第 3 条项下的保证与承诺，该等保证与承诺均应视为重要的且在本合同有效期内持续做出，甲方应当有权立即退出或终止与乙方的进行中的交易协商谈判，如果已经签署了相应的合同，则甲方有权无条件解除与乙方签订的该等合同。乙方还应向甲方赔偿由此给甲方造成的全部损失（包括但不限于合理的律师费用）。甲方亦可永久性取消乙方作为甲方的潜在商业伙伴的资格。

If Party B or any of its Affiliated Persons breaches any of the warranties or commitments in this Section 3, each of which is deemed to be material and continuously made throughout the term of this Contract, then, Party A shall be entitled to immediately withdraw from or terminate the relevant legal transaction existing with Party B and the right to cancel all negotiations with Party B without any condition. Party B shall also indemnify Party A for all its losses caused by the above breaches of Party B (include but not to attorney fee). Party A may also permanently remove Party B from consideration as a potential business partner to Party A.

#### 4. 披露与沟通

##### Disclosure and Communication

4.1 如果出现符合 3.4 条所描述的情况，请通过以下途径向北京奔驰合规办公室进行信息披露：

电话：+86 10 67824498

邮箱：[ccd@bbac.com.cn](mailto:ccd@bbac.com.cn)

When the situation described in article 3.4 occurs, please contact with BBAC compliance office to disclose related information through the following ways:

TEL: +86 10 67824498

E-MAIL: [ccd@bbac.com.cn](mailto:ccd@bbac.com.cn)

4.2 乙方或其工作人员如果发现或知晓甲方或其工作人员的任何不合规行为，乙方或其工作人员有义务向甲方单位的商业行为办公室(BPO)举报。甲方人员不得以任何理由对乙方或其工作人员进行报复。甲方对举报属实和严格遵守廉洁责任的乙方，在同等条件下给予优先接洽商务活动的机会。商业行为办公室将对所有报告和相关信息严格保密。应乙方的要求，也可实施匿名处理措施。

In the event Party B or its employees are aware of any unethical behaviors of any of our employees, Party B or its employees are obliged to report the issue to the Business Practice Office (BPO) of Party A. Party A or its employees shall not take revenge on Party B or its employees for any reasons. Party B who reports honestly and acts with probity will be given priority when it is in the same condition as other candidates for carrying out business with Party A in the future. BPO will maintain strict confidentiality concerning all reports and related information, and can also ensure anonymous treatment upon your request.

商业行为办公室（中国，北京）Business Practices Office (Beijing, China)

信件 Mail to:	北京经济技术开发区博兴路8号 北京奔驰汽车有限公司1号办公楼2层A3办公区 公司审计与合规部 商业行为办公室（收） 邮编：100176  Business Practice Office, Corporate Audit & Compliance Dept. A3 area, 2nd floor, No.1 building, Beijing Benz Automotive Co., Ltd. No.8 Boxing Road, Beijing Economic-technological Development Area (BDA) Beijing 100176
电话 Phone:	+86 10 6782 4646
电子邮箱 Email:	<a href="mailto:bpo@bbac.com.cn">bpo@bbac.com.cn</a>

4.3 无论何种情形,在不违法法律法规和政府部门书面文件的前提下,未得到甲方书面许可,乙方均不得向第三方或公众提供任何涉及甲方商业信息的文件资料(包括但不限于2.3所述的调查报告或内部处理决定)

No matter in which situation, without Party A's admission in writing, Party B couldn't provide any document which involves Party A's commercial information (including but not limited to reports or internal decisions as described in article 2.3) to any third party or public, under the legal rules and government documents.

## 5. 生效

### Operative Clause

本责任书以中-英两种语言版本签订,当中英文内容解释不一致时,以中文为准。经双方共同签署盖章后立即生效。

This letter is signed in Chinese-English language, In case of any inconsistency in interpretation between the Chinese and English contents, the Chinese version shall prevail. Once agreed upon, signed and sealed by both parties, it enters into effect immediately.

## 6. 其他

### Miscellaneous Provisions

6.1 本“商业伙伴合规责任书”一式二份,甲、乙双方各执一份

This Letter is made in duplicate, with one copy kept by Party A, Party B respectively.

6.2 北京奔驰致力于构建以诚信为基础的合规文化,在一切商业行为中秉持“公平”、“公开”、“公正”的商业原则,并倡导所有的商业伙伴与其一道共同维护合法、合规的良好商业环境。北京奔驰官方认证微信公众号“合规微平台”已面向公司内员工及外部商业伙伴开通,欢迎您关注并了解北京奔驰的合规管理及合规文化建设成果,分享您的合规关切。请扫描右侧二维码关注“北京奔驰合规微平台”。

BBAC is committed to establish a corporate culture based on integrity, follows the principles of “fairness”, “openness” and “justice” in all business activities, and hopes all its business partners join it in maintaining a legitimate and compliant business environment. “BBAC Compliance WeChat Platform”, an authorized public WeChat account, has been released to BBAC employees as well as its business partners. Please follow it to learn about the compliance management and compliance culture construction status in BBAC, and share with BBAC your compliance concerns. Please kindly scan the QR code on the right to follow “BBAC Compliance WeChat Platform”.



6.3 本责任书亦应适用于北京奔驰的分公司并具有约束力。

This Letter shall be applicable and binding to the branches of BBAC.

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**签署页**

**Signed Page**

甲方：（盖章）

Party A: (Seal)

采购工程师

P&S Buyer

采购高级经理

P&S Senior Manager

联系电话/Tel:

签约日期/Date:

乙方：（盖章）

Party B: (Seal)

项目经理

Project Manager

授权代表

Due Representative

联系电话/Tel:

签约日期/Date: