



# 北京奔驰商业伙伴合规责任书

## BBAC Business Partner Obligation Letter Regarding Compliance

尊敬的商业伙伴（供应商或潜在供应商）：

Dear supplier or potential supplier,

我司，北京奔驰汽车有限公司(以下简称“北京奔驰”) 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，确保双方的合法利益，本着公开、公正、公平、互利的原则，特将需要您遵守的合规义务及要求进行说明和正式告知。

Beijing Benz Automotive Co., Ltd. hereinafter referred to as BBAC. 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. Hereby explain and formally inform you of the compliance obligations and requirements that you need to comply with.

具体如下：

As follows:

### 1. 词语释义 Definitions

- 1.1 “关联方”指供应商（或潜在供应商）的关联公司以及供应商（或潜在供应商）的管理人员、董事或雇员，或代表供应商（或潜在供应商）或为供应商（或潜在供应商）利益行事的代理、股东、负责人或所有人。

“Affiliated Persons” means supplier’s or potential supplier’s affiliated companies and supplier’s or potential supplier’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.

- 1.5 所提到的“一方”指北京奔驰或供应商（或潜在供应商），“双方”特指北京奔驰与供应商（或潜在供应商）。

Each party refers to the BBAC or supplier (or potential supplier); Parties refer to BBAC and supplier (or potential supplier).

## 2. 适用法律的遵守 Compliance with applicable laws

- 2.1 供应商（或潜在供应商）应协助并与北京奔驰全力合作以遵守适用于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、德国反腐败法律和美国反腐败法律（不考虑其管辖限制）、以及适用于供应商（或潜在供应商）或其关联方从事的与本责任书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）。

Supplier (or potential supplier) shall assist and cooperate fully with the efforts of BBAC 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 supplier (or potential supplier) 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 供应商（或潜在供应商）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，抵制其他由其雇佣人员或第三方进行的腐败行为。

Supplier (or potential supplier) 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 supplier (or potential supplier) or other third parties.

- 2.3 北京奔驰一旦发现供应商（或潜在供应商）或其工作人员违反了本第 2 条之陈述，有权要求供应商（或潜在供应商）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；如供应商（或潜在供应商）拒绝上述合作，北京奔驰有权立即退出或终止与供应商（潜在供应商）进行中的交易协商谈判，如果已经签署了相应的合同，则北京奔驰有权无条件解除与供应商（或潜在供应商）签订的该等合同。供应商（或潜在供应商）同时还应当赔偿北京奔驰由于其违反以上约定而给北京奔驰造成的全部损失（包括但不限于合理的律师费用）。北京奔驰亦可永久性取消该供应商（或潜在供应商）作为北京奔驰的潜在供应商的资格。

In the event supplier (or potential supplier) or its employees engage in such activities in breach of representations in this section 2, BBAC has the right to request supplier (or



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

### 3. 保证与承诺 Warrants and Commitments

供应商（或潜在供应商）自身并代表其关联方，对如下内容做出保证并承诺。

Supplier (or potential supplier) for itself and on behalf of its Affiliated Persons, warrants and commitments that:

- 3.1 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北京奔驰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 BBAC to liability under the Applicable Laws.

- 3.2 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，从而为使其自身或北京奔驰获取业务。

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 BBAC.

- 3.3 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任一方获取业务作出决定、或对能够为任一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 BBAC; Or, supervising, imposing control upon or instructing the actions of Government Officials who are in a position to direct business to supplier (or potential supplier) or BBAC. Or

如果其自身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任一方获取业务做出决定，或者对能够为任一方获取业务的政府官员进行指导、控制或指挥，则应陈述、保证并承诺，利益冲突将会被排除。应毫不迟延地以书面方式通知北京奔驰其采取的、防止利益冲突的措施。

Government Official whose official duties include decisions to direct business to supplier (or potential supplier) or BBAC, or to supervise or otherwise control or direct the actions of Government Officials who are in a position to direct business to supplier (or potential supplier) or BBAC, supplier (or potential supplier) and the respective Affiliated Persons represent, warrant and covenant, that conflicts of interest will be excluded. Supplier (or potential supplier) shall inform BBAC in writing without undue delay about the measures taken to prevent a conflict of interest.

- 3.4 其自身或其任何关联方未曾并将不会以获得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。

Supplier (or potential supplier) 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 BBAC and supplier (or potential supplier), nor have supplier (or potential supplier) or its affiliated parties obtained or will obtain commercial interests by other means of competition exclusion.

- 3.5 其自身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：  
Supplier (or potential supplier) 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) 向北京奔驰工作人员及/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

(a) To offer, promise or provide the employees of BBAC 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) 邀请北京奔驰工作人员及/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；

(b) To invite the employees of BBAC and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;

(c) 免费或低价安排北京奔驰工作人员及/或其亲属旅游、度假；



(c) To arrange tourism or vacations for the employees of BBAC and/or his/her relatives for free or at a low price;

(d) 向北京奔驰工作人员及/或其亲属提供其他有形或无形的利益。

(d) To provide tangible and intangible benefit to employees of BBAC and/or his/her relatives.

3.6 有义务就其在过去或即将开展的合作中，同北京奔驰及其工作人员存在或将可能存在的利益冲突向北京奔驰做出及时披露，若经北京奔驰核实、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《北京奔驰诚信行为准则》要求相悖，应在第一时间采取具体措施（包括但不限于相关人员的回避，配合北京奔驰采取风险控制措施等）以消除对双方合作可能产生的影响。

Shall have the duty to make timely disclosure to BBAC. If supplier (or potential supplier) has or might have conflict of interests with BBAC or its employees in the past or in the future, after verification of BBAC, 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, supplier (or potential supplier) 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 BBAC, etc.) to eliminate possible impact on the cooperation between Parties.

就该利益冲突的出现，如果不能澄清其主观上不存在恶意或故意，那么北京奔驰保留进一步调查、追责、求偿的权利。

Regarding the occurrence of conflict of interests, BBAC has the right to investigate, affix responsibility, and claim for compensation for the breach behaviors of supplier (or potential supplier), if it could not testify it does not have subjective malice or subjective intention.

利益冲突，包括但不限于：北京奔驰员工或其近亲属（配偶及双方父母，兄弟姐妹和子女）投资设立供应商（或潜在供应商）或其关联方，或持有或间接持有供应商（或潜在供应商）或其关联方股份，或在供应商（或潜在供应商）或其关联方任职（或兼职）；自北京奔驰离职不满五年的员工在供应商（或潜在供应商）管理层任职等情形。

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

3.7 如果其自身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双方合同有效期内持续做出，北京奔驰有权立即退出或终止与供应商（或潜在供应商）进行中的交易协商谈判，如果已经签署了相应的合同，则北京奔驰有权无条件解除与供应商（或潜在供应商）签订的该等合同。供应商（或潜在供应商）还应向北京奔驰赔偿由此给北京奔驰造成的全部损失（包括但不限于合理的律师费用）。北京奔驰亦可永久性取消该供应商（或潜在供应商）作为北京奔驰潜在供应商的资格。

If supplier (or potential supplier) 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, BBAC shall be entitled to immediately withdraw from or terminate the relevant legal transaction existing with supplier (or potential supplier) and the right to cancel all negotiations with supplier (or potential supplier) without any condition. Supplier (or potential supplier) shall also indemnify BBAC for all its losses caused by the above breaches of supplier (or potential supplier) (include but not to attorney fee). BBAC may also permanently remove supplier (or potential supplier) from consideration as a potential business partner to BBAC.

#### 4. 披露与沟通 Disclosure and Communication

##### 4.1 如果出现符合 3.6 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：

When the situation described in article 3.6 occurs, please contact with BBAC compliance office to disclose related information through the following ways:

电话 TEL: +86 10 67824498

邮箱 E-MAIL: ccd@bbac.com.cn

##### 4.2 供应商（或潜在供应商）或其工作人员如果发现或知晓北京奔驰或其工作人员的任何不合规行为，供应商（或潜在供应商）或其工作人员有义务向北京奔驰的商业行为办公室(BPO)举报。北京奔驰人员不得以任何理由对供应商（或潜在供应商）或其工作人员进行报复。北京奔驰对举报属实和严格遵守廉洁责任的供应商（或潜在供应商），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 supplier (or potential supplier) or its employees are aware of any unethical behaviors of any of our employees, supplier (or potential supplier) or its employees are obliged to report the issue to the Business Practice Office (BPO) of BBAC. BBAC or its employees shall not take revenge on supplier (or potential supplier) or its employees for any reasons. Supplier (or potential supplier) 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 BBAC in the future. BPO will maintain strict confidentiality concerning all reports and related information, and can ensure anonymous treatment upon your request.

商业行为办公室（中国，北京）



信件：北京经济技术开发区博兴路 8 号 北京奔驰汽车有限公司培训中心 4 层办公区 公司审计与合规部 商业行为办公室（收）邮编：100176

电话：+86 10 6782 4646

电子邮箱：bpo@bbac.com.cn

Business Practices Office (Beijing, China)

Mail to: Business Practice Office, Corporate Audit & Compliance Dept.4th floor, Training Center, Beijing Benz Automotive Co., Ltd. No.8 Boxing Road, Beijing Economic-technological Development Area (BDA) Beijing 100176

TEL: +86 10 6782 4646

E-MAIL: bpo@bbac.com.cn

- 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，未得到北京奔驰书面许可，供应商（或潜在供应商）均不得向第三方或公众提供任何涉及北京奔驰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 BBAC's admission in writing, supplier (or potential supplier) couldn't provide any document which involves BBAC'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.

- 4.4 本合规责任书自双方授权代表通过下述任何一种方式订立和或签署之日起成立并生效且长期有效，对双方实施的所有采购项目均具有约束力：

- 1)通过纸质书面签署合规责任书时；
- 2)已通过线上链接了解电子版合规责任书并邮件回复北京奔驰确认接受；
- 3)向北京奔驰报价；

如多份生效的合规责任书并存，版本相同的则以最新生效者为准；版本不同的则以最新版本者为准。

This BPO shall come into effect as from the date of being concluded or signed by authorized representatives of both parties by any one of the following methods and be binding on all procurement projects implemented by both Parties.

- 1) This BPO is signed in paper.
- 2) The Supplier has understood the electronic version of BPO through the online link and replied to BBAC by email to confirm its acceptance.
- 3) The Supplier has made a quotation to BBAC.

If multiple effective BPO coexist, the latest effective version shall prevail if the versions are the same. In case of different versions, the latest version shall prevail.

商业活动中履行合规义务是法律法规的强制性要求，也是企业经营的道德底线。北京奔驰与



供应商应秉持诚信行事的原则、依据合规经营的工作标准、履行尊重、保护、可持续的责任，用实际行动践行我们的承诺。

Compliance obligations in commercial activities are mandatory requirements of laws and regulations as well as the bottom line of business ethics. BBAC would like to work with supplier (or potential supplier) together to uphold the principle of integrity, conform to compliance operation, maintain duties on respect, protection and sustainability, and act on our commitments.

Beijing Benz Automotive Co., Ltd.

28<sup>th</sup>,Jan 2022