

## Supplier Integrity Undertaking



Schenker group of companies in China, Hong Kong and Macau ("Schenker") is dedicated to conducting business worldwide with the highest standards of business ethics. Thus, Schenker's management and employees are required to operate Schenker's business and deal with Schenker's customers, suppliers, community representatives and the general public with honest, fair and ethically and legally irreproachable principles.

As a result, all suppliers of goods and services to Schenker are expected to: i) conduct themselves with the highest standards of honesty, fairness and personal integrity; ii) adhere to all applicable laws and regulations; and iii) avoid even the perception of impropriety or conflict of interest.

Without limitation to the foregoing, suppliers of goods and services to Schenker are expected to observe and undertake to comply with the following:

1. Suppliers shall conduct their business activities with or on behalf of Schenker in compliance with all applicable laws and regulations.
2. Suppliers shall not offer to or accept from any Schenker employee any benefit, such as but not limited to rebate, discount, commission, unsuitable gift or entertainment, bonus, gratitude fee and consulting fee, that compromises, or appears to compromise, the ability to make objective and fair business decisions or which would create or give the appearance of creating a conflict of interest.
3. Suppliers shall not enter into a financial or any other relationship with a Schenker employee that creates or gives the appearance of a conflict of interest. If suppliers are aware of any such pre-existing relationship, suppliers must disclose such relationship to Schenker's Compliance Officer immediately.
4. Suppliers shall not engage in price fixing, price discrimination, collusive bidding practices or any other unfair trade practices in violation of any antitrust laws.
5. Suppliers shall comply with laws designed to combat bribery and corruption and adopt good corporate social responsibility practices, including but not limited to respecting commonly accepted human rights, rejecting child labour and any form of forced labour, providing cooperation on performance management, trainings, and hiring, transfer and exit to its employees, paying attention to employee satisfaction, as well as compliance with Code of Conducts regarding HR aspects.
6. Suppliers shall promptly report any known or suspected breach of this undertaking, whether by them or other suppliers, relating to their dealings with Schenker, or any known or suspected breach by Schenker employees by using Schenker Global Whistling system as below:  
<https://www.bkms-system.net/deutschebahn>  
Schenker shall treat any such notification with the strictest confidence.
7. Should any supplier breach any term of this undertaking, Schenker has the right to cease or terminate any and all agreements, contracts and/or business transactions with such supplier. The supplier shall also be liable for Schenker's losses and damages arising from such breach.
8. This undertaking shall be governed by the laws of the People's Republic of China.

All suppliers must acknowledge their agreement with the terms of this undertaking by signing and returning the acknowledgment below. Failure to do so will result in disqualification as a Schenker supplier.

### Acknowledgement

We hereby agree to the terms and conditions of this Supplier Integrity Undertaking.

We hereby agree to and comply with the terms and conditions of <DB Code of Conduct for Business Partners> and <DB Schenker Social Minimum Standards>.

Company: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_