

德铁合规规定

DB Compliance

1. 双方承诺遵守所有适用的法律、规则和条例，包括适用的反腐败法律和出口管制条例以及德铁集团行为准则，履行本合同规定的职责和义务。各方还承诺及时向对方报告 (i) 任何实际或疑似重大违约行为（或其为履行本合同项下义务而使用的第三方）；(ii) 任何人（包括任何公职人员）提出的任何贿赂或腐败付款要求。

The Parties undertake to perform their duties and obligations under this Contract in compliance with all applicable laws, rules and regulations, including applicable anticorruption laws and export control regulations as well as the DB Code of Conduct. Each party further undertakes to promptly report to the other party (i) any actual or suspected material breach by it (or third parties that it uses to perform its obligations under this Contract and (ii) any requests for bribes or corrupt payments by any person (including from any public official).

2. 一方（或为履行合同项下义务而使用的第三方）在履行合同项下的职责和义务时有违反相关刑事法律的行为，应始终被视为合同中的重大违约行为，并使另一方有权以正当理由终止合同并立即生效。

A breach of relevant criminal laws by a Party (or third parties that it uses to perform its obligations under this Contract) in connection with the performance of its duties and obligations under this Contract shall always be deemed a material breach for purposes of this Section and shall entitle the other Party to terminate this Contract for good cause with immediate effect.

3. 签约方已向DB披露其股东结构。当签约方的股东股份变化等于或大于5%时，应立即以书面形式通知DB关于股东的任何直接或间接的变化。DB可以在收到信息后的14天内非常规终止合同，通知时限无限制。

The contracting party has disclosed its shareholder structure to DB. It shall immediately inform DB in writing about any direct or indirect change in the group of shareholders, which individually or in total amounts to at least 5 %. DB may terminate the contract extraordinarily within 14 days after receipt of the information without any time-limited notice.