

General Compliance

1. 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. 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. 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
4. The contractor undertakes to ensure compliance with the provisions of the The Act on Corporate Due Diligence Obligations in Supply Chains (in German: LkSG), in particular the due diligence obligations provided for in the LkSG. The Client is entitled to regularly check the contractor's compliance with the human rights and environmental due diligence obligations.

Trade Compliance

1. The performance of the contractual obligations (providing goods and services) is subject to the condition that this does not conflict with any applicable national, European or international export control regulations, such as embargoes, economic sanctions or other restrictions. The [contracting party] agrees to provide all information and documentation necessary for the lawful export, transfer or transport of the goods or services.
2. Delays caused by export control review or license procedures suspend delivery times and deadlines. If the required licenses are not granted or the contractual service cannot be approved (for example, due to inaccuracies or incompleteness in the export declaration by the declarant), DB has the right to withdraw from the contract (Rücktritt). Claims for damages of any kind, particularly due to delay or non-performance, or any other rights or remedies of the [contracting party] in connection with the withdrawal right of this section are excluded.
3. The [contracting party] undertakes to comply with all applicable export control regulations. The [contracting party] agrees to comply with all applicable export control regulations in case it is forwarding the DB-delivered goods (incl. software, technology and the related documentation) to any third party.

4. The [contracting party] undertakes:

4.1 that he or his company is not included on any sanctions list according to an EU regulation or any other applicable national, European or UN embargo or foreign trade regulation. The aforementioned national regulations include in particular those of the USA and the UK.

4.2 that he is not acting in the name of or on the instructions of/on behalf of a person or company sanctioned under the provisions referred to in 4.1 above.

4.3 that no sanctioned person or company holds more than 50 % of the shares in him or otherwise exercises a controlling influence over him or his company.

4.4 that the consignee does not belong to the group of persons addressed under 4.1 to 4.3.

4.5 that its order does not relate to goods sanctioned under EU regulations, US or UK foreign trade regulations.

4.6 that the goods transported on its behalf from the EU in transit across the territory of Russia are neither dual-use goods nor goods (from the list in Annex VII to Art. 2 a Regulation (EU) No. 833/2014 and) that could contribute to the military and technological strengthening of Russia or to the development of its defense and security sector.

4.7 that the goods and technology transported on its behalf from the EU in transit across the territory of Russia are not those for use in the aerospace industry listed in Annex XI to Art. 3 c Regulation (EU) No. 833/2014).

4.8 that the goods transported on its behalf from the EU in transit across the territory of Russia are not such jet fuels and fuel additives listed in Annex XX to Art. 3 c Regulation (EU) No. 833/2014).