

## 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. If either Party has reason to believe that a material breach of an obligation has occurred, the other Party shall cooperate fully and in good faith to determine whether a material breach has occurred.

## Contractor Compliance

1. The contractor of DB<sup>1</sup> 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.
2. Specific obligations for contractor of DB to provide information about his/herself
  - 2.1 Contracts with active or former Board of Management members and managing directors or senior managers from German and foreign companies that are affiliated with Deutsche Bahn AG pursuant to Section 290 of the German Commercial Code ([§ 290 HGB](#)), as well as Group executives and politically exposed persons (PEP), are subject to special provisions and approval processes conducted by the Client and Deutsche Bahn AG due to specific legal and internal DB requirements or specific public interests/reputation risks.

A politically exposed person (PEP) in this context means any person who holds or has held a high-ranking prominent public office at the international, European or national level (or who holds or has held a public office of comparable political importance below the national level). This includes, in particular, a) heads of state, heads of government, ministers, members of the European Commission, deputy ministers and state secretaries, b) members of parliament and members of comparable legislative bodies, c) members of the leadership bodies of political parties, d) members of the leadership bodies of audit courts, e) members of administrative, leadership and supervisory bodies of state-owned companies in Germany or abroad.

Formerly holding a position of this kind refers to a) holding one of the aforementioned offices less than two years ago or b) holding a position on the Board of Directors or as a managing director, senior manager or executive within the DB Group at any point, regardless of how long ago this was.

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<sup>1</sup> DB: DB AG and its Affiliated Companies



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2.2 For this reason, the contractor, if he/she is a natural person, undertakes to notify the client in text form if he/she belongs to one of the groups of persons mentioned in Section 2.1.

If the contractor is a legal entity or company, he/she undertakes to notify the client in text form if a natural person belonging to one of the groups of persons mentioned in Section 2.1 directly or indirectly holds more than 25% of the capital shares or voting rights within the contractor's company.

2.3 Any breaches of the obligations imposed by Section 2.2 shall entitle the Client to terminate the contract without notice, for cause. Further rights and claims of the Client remain unaffected.

## Trade Compliance

1. the fulfillment of the contractual obligations (delivery of goods and services) is subject to the proviso that no applicable national, European or international export control regulations such as embargoes, economic sanctions or other restrictions stand in the way. The [contracting partner] of DB undertakes to provide all information and documents required for the lawful export, transfer or transportation of the goods or services.
2. delays caused by export control checks or licensing procedures shall suspend delivery deadlines and dates. If the required licenses are not granted or if the contractual service cannot be approved (e.g. due to inaccuracies or incompleteness in the declarant's export declaration), DB shall be entitled to withdraw from the contract (Rücktritt). Claims for damages of any kind, in particular due to delay or non-performance, as well as other rights and claims of the [contracting partner] of DB in connection with the right of withdrawal under this section are excluded.
3. The [contracting partner] of DB undertakes to comply with all applicable export control regulations if it passes on the goods supplied by DB (including software, technology and the associated documentation) to third parties.

### Sanctions against Russia/Belarus

The [contracting partner] of DB confirms:

1. that he or his company is **not on any sanctions list** in accordance with 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.
2. that he/she is not acting in the name of or on the instructions/on behalf of a person or company sanctioned under the pof persons addressed under 1) to 3).
3. that its order does not relate to goods that are sanctioned under EU regulations, US or UK foreign trade regulations.

### Supplement only for transit via Russian territory:

4. that the goods transported on its behalf from the EU in transit across the territory of Russia are neither dual-use goods as defined in Annex I to Regulation (EU) No 2021/821 nor goods and technologies (from the list in Annex VII to Article 2a of Regulation (EU) No 833/2014) nor firearms, related parts, components and ammunition (from the list in Annex I to Regulation (EU) No 258/2012) that could contribute to the military and technological strengthening of Russia or to the development of its defence and security sector.



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5. that the goods and technologies transported on its behalf from the EU in transit via the territory of Russia are not those for use in the aerospace industry listed in Annex XI to Article 3c of Regulation (EU) No 833/2014.
6. that the goods transported on its behalf from the EU in transit via the territory of Russia are not aviation turbine fuels and fuel additives listed in Annex XX to Art. 3 c Regulation (EU) No. 833/2014.
7. that the goods and technologies transported on its behalf from the rovisions mentioned under 1).
8. that no sanctioned person or sanctioned company holds more than 50 % of the shares or otherwise exercises a controlling influence over him or his company.
9. that the **consignee** does not belong to the group EU in transit via the territory of Russia are not goods and technologies listed in Annex XXXVII to Art. 3k Regulation (EU) No. 833/2014.

### **Supplement only for transport to Belarus:**

10. that the goods transported to Belarus on its behalf are neither dual-use goods pursuant to Annex I of Regulation (EU) No 2021/821 nor goods pursuant to Article 1e(1) of Regulation (EU) No 765/2006 nor firearms, related parts, components and ammunition from the list in Annex I of Regulation (EU) No 258/2012) and the firearms and other weapons listed in Annex XVI to Article 1ba of Regulation (EC) No 765/2006.
11. that the goods transported to Belarus on its behalf are not goods that can be used for internal repression in accordance with Annex III to Article 1a of Regulation (EU) No 765/2006.
12. that the goods transported to Belarus on its behalf are not goods and technology, as defined in Annex Va to Article 1f of Regulation (EU) No 765/2006, which could contribute to the military and technological strengthening of Belarus or to the development of its defence and security sector.
13. that the goods and technologies transported to Belarus on its behalf are not those for use in the aerospace industry listed in Annex XVII to Art. 1sa Regulation (EU) No. 765/2006.
14. that the goods transported to Belarus on its behalf are not goods for the production and manufacture of tobacco products listed in Annex VI to Art. 1g Regulation (EU) No. 765/2006.
15. that the goods transported to Belarus on its behalf are not machinery listed in Annex XIV to Article 1s of Regulation (EU) No 765/2006.
16. that the goods transported to Belarus on its behalf are not equipment, technology, software listed in Annex IV to Art. 1c of Regulation (EU) No. 765/2006.

### **Supplement for transport from Belarus to the Union:**

17. that the goods transported from Belarus to the Union on its behalf are not mineral products as defined in Annex VII to Article 1h of Regulation (EU) No 765/2006.
18. that the products transported from Belarus to the Union on its behalf are not potassium chloride products listed in Article 1i of Annex VIII to Regulation (EU) No 765/2006.



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19. that the timber products transported from Belarus to the Union on its behalf are not timber products listed in Article 1o of Annex X to Regulation (EU) No 765/2006.
20. that the cement products transported from Belarus to the Union on its behalf are not cement products listed in Article 1p of Annex XI to Regulation (EU) No 765/2006.
21. that the products transported from Belarus to the Union on its behalf are not iron and steel products listed in Article 1q of Annex XII to Regulation (EU) No 765/2006.
22. that the rubber products transported from Belarus to the Union on its behalf are not rubber products listed in Article 1r of Annex XIII to Regulation (EU) No 765/2006.