

廉洁合作承诺书

Commitment of Honest Cooperation

福伊特及其商业伙伴一致认可：廉洁是双方保持合作的前提和基础。合作的双方都应当秉承诚信、公开、公平和公正的原则，遵循最高的商业道德标准，拒绝不合法、不道德的行为或活动，避免出现任何利益冲突和有违廉洁政策的行为或活动。为了确保上述认知的遵守，[贵司名称：]（“商业伙伴”）特此向福伊特作出如下承诺。

Voith and its business partners agree that honesty is the premise and basis for both parties to maintain cooperation. Both parties shall adhere to the principles of honesty, openness, fairness and justice, follow the highest standards of business ethics, refuse illegal and unethical behaviors or activities, and avoid any conflict of interest or behaviors which might be against the policy. In order to ensure compliance with the above, [Supplier name:] (“the Business Partner”) hereby makes the following commitments to Voith.

第一条 定义/ Definitions

除本承诺书另有说明外，本承诺书中的下列术语具有如下含义：

Unless otherwise stated in this Letter, the following terms in this Letter shall have the following meanings:

福伊特：福伊特集团及福伊特集团所属各法人公司及其关联企业。

Voith: Voith Group, or any legal entities/ affiliates of Voith Group.

商业伙伴：【贵司名称：】及其关联企业；若商业伙伴拟采用二级供应商为福伊特提供服务或产品，商业伙伴应当确保其二级供应商依照本承诺书行事并就其二级商业伙伴对福伊特的违规行为按照本承诺书承担相应连带责任。

The Business Partner: [Supplier name:] and its affiliates; If the Business Partner intends to use a secondary supplier to provide services or products for Voith, the Business Partner shall ensure that the secondary supplier acts in accordance with this Letter and

shall be jointly and severally liable for the violations by the secondary supplier in accordance with this Letter to Voith.

商业伙伴：指与福伊特开展业务合作的主体，包括但不限于供应商、代理商、经销商、服务商等，且无论是否已经签署书面协议或合同，以下称“商业伙伴”。

Business Partner: refers to the main body of business cooperation with Voith, including but not limited to vendors, agents, distributors, service providers, and whether or not a written agreement or contract has been signed, hereinafter referred to as "Business Partner".

商业贿赂：为了获得或维持交易，或为了获取或维持不正当利益，自行或通过顾问、中介等第三方，向工作人员和/或关联人员直接或间接地提供或约定/承诺提供的任何形式的不正当利益，包括但不限于回扣、佣金、服务、财物、礼品、宴请、娱乐等。相关反贿赂法对于商业贿赂及可能引发刑事责任的贿赂行为设定了最低标准，商业伙伴除遵守反贿赂法的规定外，还应当遵守本承诺书。本承诺书对商业贿赂行为进行了非穷尽性的列举，本承诺书中未明确列举但构成商业贿赂的行为，商业伙伴亦应予以杜绝；若商业伙伴对于某一行为是否构成商业贿赂存疑，商业伙伴应当按照本承诺书或福伊特另行通知的联络方式向福伊特寻求解答。

Bribery: in order to obtain or secure the transaction, or to obtain or secure the improper benefits, provide or agree / promise to provide any form of improper benefits directly or indirectly to the staff and / or related person, including but not limited to kickbacks, commissions, services, properties, gifts, banquets, entertainment, by themselves or through third parties such as consultants or intermediaries. In addition to complying with the provisions of the Anti-Bribery laws which set the minimum standards for bribery and bribery that may cause criminal liability, the Business Partner shall also abide by this Letter. This Letter is a non-exhaustive list of bribery and the Business Partner shall also abstain themselves from behaviors that are not clearly listed in this Letter but might constitute bribery. If the Business Partner has any doubt about whether a certain behavior constitutes bribery, the Business Partner shall seek answers from Voith according to the contact information in this Letter.

工作人员：包括但不限于一般雇员、管理人员、股东、监事及董事。

Staff: including but not limited to general employees, managements, shareholders, supervisors and directors of Voith or the Business Partner.

关联人员：以任何方式能够对福伊特与商业伙伴之间交易与合作关系的建立、维持和/或合作的利益产生实际影响或作用的人员，包括但不限于工作人员的配偶、父母、子女或其他亲属、朋友。

Related person: people who might have an actual impact or effect on the establishment, maintenance and / or cooperation interests between Voith and the Business Partner in any way, including but not limited to the spouses, parents, children or other relatives and friends of the staff.

关联企业：存在控制或被控制及被同一人控制等关联关系的单位。控制指持股比例超过50%或虽未超过50%但可因持股或因其他理由能够行使最终决策权的情况。关联企业包括但不限于母子公司、总分公司、兄弟公司、代表处及办事机构等。

Affiliate: Any person or entity that controls, is controlled by, or is under common control with such party. Control means directly or indirectly, holding more than fifty percent (50%) of the voting shares of an entity, or if not, holding, through its capital contribution or shareholding or holding by contract or otherwise, sufficient powers to materially influence the entity, or the board of directors, shareholders' meeting, or other decision-making body of the entity. Affiliates include but not limited to the parent/ subsidiary company, head office, branch company, brother company or representative office.

反贿赂法：指适用于福伊特和/及商业伙伴的全部法律、法规、政府命令和类似性质的官方文件，尤其但不限于中国《反不正当竞争法》及《刑法》、美利坚合众国《反海外腐败法》、英国《反贿赂法》。

Anti-Bribery Law: refers to all laws, regulations, government orders and similar official documents applicable to Voith and/or its Business Partner, including but not limited to the Anti-Unfair Competition Law and the Criminal Law of China, the US Foreign Corrupt Practices Act and the Anti- Bribery Law of the United Kingdom.

行为准则：福伊特已将该行为准则送达商业伙伴并明确要求商业伙伴熟知并同意遵守行为准则的内容。商业伙伴确认已熟知并同意遵守行为准则的全部内容并将在其与福伊特的合作过程中经常查阅福伊特最新的相关规定并保证遵守。

Code of Conduct: Voith has delivered the Code of Conduct to the Business Partner and explicitly requires the Business Partner to acknowledge and abide by the Code of Conduct. The Business Partner confirms that it is familiar with and agrees to abide by every provision of the Code of Conduct and will regularly check the latest version during its cooperation with Voith and fully comply with it.

第二条 保证与承诺/ Warrants and undertakings

2.1 商业伙伴已获悉并熟知行为准则、反贿赂法以及本承诺书的内容，并自愿受其约束。

The Business Partner has been informed and familiar with the code of conduct, the anti-bribery law and the contents of this letter, and is voluntarily bound by them.

2.2 商业伙伴保证，除严格遵守反贿赂法外，还应坚决抵制对福伊特及其工作人员和/或关联人员的商业贿赂以及其他不正当商业行为。

The Business Partner guarantees that in addition to strictly complying with the Anti-Bribery Law, it shall also firmly restrain itself from bribery and/ or any other improper business practices against Voith and its staff and / or related person.

2.3 商业伙伴保证，尽其所知，至本承诺书出具之日，商业伙伴及二级商业伙伴（如有）与福伊特及其工作人员和/或关联人员间不存在可能构成商业贿赂或其他影响双方廉洁业务关系的行为，亦不存在利益冲突的情形；若商业伙伴获悉商业伙伴工作人员或二级商业伙伴（如有）及其工作人员可能对福伊特和/或工作人员和/或关联人员实施或可能实施了商业贿赂或可能存在利益冲突的情形，商业伙伴应立即书面告知福伊特并配合福伊特采取调查及止损措施。

The Business Partner guarantees that, to the best of its knowledge, as of the date of signing this Letter, there is no behavior or conflict of interest between the Business Partner or its secondary supplier (if any) and Voith and its staff and / or related person that may constitute bribery or other acts affecting the honest business relationship between the two parties; If the Business

Partner becomes aware that the Business Partner's staff or secondary supplier (if any) and their staff commit or may commit bribes or may have potential conflicts of interest against Voith and / or its staff and / or affiliates, the Business Partner shall immediately notify Voith in writing and cooperate with Voith to take investigation and loss-prevention measures.

- 2.4 商业伙伴保证，将每年开展自查，并将自查过程中发现的不符合本承诺书及福伊特行为准则的情况以书面形式告知福伊特，并配合福伊特的调查。

The Business Partner guarantees that it will carry out annual self-inspection and inform Voith in writing of any non-compliance with this Letter and the Code of Conduct found in the process of its self-inspection, and will cooperate with Voith's investigation.

第三条 商业贿赂/ Bribery

- 3.1 商业伙伴及其工作人员不得以任何形式向福伊特和/或其关联企业的工作人员和/或关联人员进行商业贿赂，或提供或支付任何形式的不正当利益，包括但不限于：

The Business Partner and its staff shall not engage in Bribery in any way, or offer or pay any form of improper benefits to the staff and / or related person of Voith and / or its affiliates, including but not limited to:

- (1) 直接给予金钱及其他财物，包括但不限于现金、礼物、福利、礼品卡、银行卡、有价证券等；

Give money or other property directly, including but not limited to cash, gifts, welfare, vouchers, bank cards, securities, etc.;

- (2) 为掩盖其不正当性，以其他名目给付财物、费用等，包括但不限于佣金、回扣、好处费、报销费、促销费、宣传费、赞助费、咨询费；

In order to cover up its illegality, pay property or expenses under other names, including but not limited to commission, rebate, benefit fee, reimbursement, promotion fee, publicity fee, sponsorship or consulting fee;

- (3) 提供免费娱乐、免费旅游等代偿活动利益；

Provide free entertainment, free tourism or any other compensation activities;

- (4) 提供借款和担保等财产性利益；

Provide monetary benefits such as loans or guarantees;

- (5) 提供就学、荣誉、特殊待遇、工作机会、不正当关联交易机会等非财产性利益；

Provide non-monetary benefits such as school admission, honor, special treatment, job opportunities or improper transactions;

- (6) 利用非法或不道德的手段拉拢或促成交易；

Use illegal or immoral means to solicit or facilitate transactions;

- (7) 其他通过财物金额、社会关系、商业常识、反贿赂法规定等可判断不属于正常交际范畴的、影响交易公正的行为。

Other behaviors that do not fall into the category of Bribery by considering the amount, social relations, business common sense, or Anti-Bribery Law, etc, but might affect the fairness of transaction.

- 3.2 商业伙伴不得允许福伊特或其关联企业的工作人员或关联人员在商业伙伴或其关联企业通过显名或隐名的方式投资或持有股份。未经福伊特书面同意，商业伙伴或其关联企业不能雇佣福伊特及关联企业的现任或离职未满_3_年的工作人员。

The Business Partner shall not allow Voith's or its affiliates' staff or related people to invest or hold shares in the Business Partner or its affiliates by means of name or anonymity. Without the written consent of Voith, the Business Partner or its affiliates shall not employ the Voith's and its affiliates' current or former staff who has left Voith for less than three years.

- 3.3 未经福伊特书面批准，商业伙伴及其关联企业不得与福伊特及其关联企业的工作人员和/或关联人员和/或此类人员持股、实际控制或以任何方式参与经营或从中收益的企业（通过公开渠道购买上市公司公开发行的股票除外）发生任何形式的商业交易活动，包括但不限于物资采购、承揽工程项目，或招投标活动（比如，商业伙伴不得从福伊特员工配偶所持有的公司购买物料）。

Without written approval from Voith, the Business Partner and its affiliates shall not engage in any form of transactions with the employees and / or related person of Voith and/ or its affiliates in which such employees hold shares, actually control or in any way participate in the operation or benefit from the operation (except for the purchasing of publicly issued shares of listed companies through public channels), including but not limited to material purchase, undertaking projects or participate in bidding (for example, the Business Partner shall not purchase materials from companies held by the spouses of Voith employees).

- 3.4 若本承诺书出具前存在上述 3.2 条或 3.3 条所述情形，商业伙伴应在本承诺书出具之日起 5 个工作日内以书面形式向福伊特详细披露持有股份情况、任职情况和/或交易情况。如福伊特书面要求对上述人员或企业予以退股、辞退或终止交易并告知合理理由的，商业伙伴应及时办理退股、辞退手续或终止交易。在商业伙伴与福伊特存在合作期间新出现或新发现上述 3.2 条或 3.3 条情形时，应在发现相应情形的 5 个工作日内按照本条规定向福伊特披露并采取相应的行动。

If the situations mentioned in article 3.2 or article 3.3 exist, the Business Partner shall disclose in writing to Voith the details of shares, positions and / or transactions within 5 working days from the date of signing of this Letter. If Voith requests the Business Partner in writing to withdraw shares from, dismiss people from or terminate the transaction with the above-mentioned enterprise with reasonable reasons, the Business Partner shall take immediate actions to do so. If any new or newly discovered condition in article 3.2 or article 3.3 during the cooperation between the Business Partner and Voith develops, the Business Partner shall disclose to Voith and take corresponding actions in accordance with this article within 5 working days after the discovery.

- 3.5 在 3.2 条、3.3 条和 3.4 条情形下，如商业伙伴有充分证据证明其尽到充分合理的审查和注意义务后仍未察觉，商业伙伴可在发现上述情形并及时书面通知福伊特后得以免除对福伊特的责任，但商业伙伴仍应配合福伊特的调查及后续处理方案的实施。

Under article 3.2 ,article 3.3 and article 3.4, if the Business Partner has sufficient evidence to prove that it is not aware of the violation after its fulfillment of due and reasonable review, the Business Partner may be exempted from the responsibility to Voith after discovering the above

situation and notifying Voith in writing in time, but the Business Partner shall still cooperate with Voith in the investigation and implementation of the follow-up plan.

- 3.6 商业伙伴理解，福伊特不对福伊特及其关联企业工作人员和/或关联人员接受上述商业贿赂或不正当利益行为承担任何还款或担保等任何法律责任，并承诺不以此为由主张减免或抵扣保证金、违约金等任何应付费用（如有）或拒绝履行其他协议或合同（如有）项下的义务。

The Business Partner understands that Voith shall not bear any legal liability for any repayment or guarantee for Voith and its affiliates' staff and / or related person's acceptance of the above-mentioned bribery or improper behavior. The Business Partner shall not claim reduction or deduction of any amount payable to Voith (if any), such as security deposit, or claim liquidated damages or refuse to perform the obligations under other agreements or contracts (if any) on this basis.

- 3.7 非出于不正当目的而进行的下列行为不构成商业贿赂：

The following acts not for improper purposes do not constitute bribery:

- (1) 由于业务需要而参与或举行的非秘密性普通商务接待且无不合理的娱乐活动；

Non-secret general business reception, participated or held due to business needs, without unreasonable entertainment activities;

- (2) 餐饮标准（含酒水）在人均人民币 200 元以下的商务用餐；

Business meals with catering standard (including drinks) less than RMB 200 per capita;

- (3) 按照商业惯例所赠的象征性广告礼品或纪念品，且价值在人民币 200 元以下。此类礼品或纪念品的往来应当公开并限于福伊特与商业伙伴组织层面，而不得进行私下个人往来。

According to the business practice, give a nominal advertising gift or souvenir worth less than RMB 200. The exchange of such gifts or souvenirs shall be public and limited to the organizational level of Voith and the Business Partner, rather than private personal exchanges.

值得注意的是，福伊特要求所有采购相关员工在接受商业伙伴商务用餐、宴请或礼品之后，无论价值高低或何种场合，均应向福伊特披露。如福伊特因需要向商业伙伴核实详细情况，商业伙伴应毫无隐瞒披露与此相关的一切情况。

It should be noted that Voith requires all procurement-related employees to disclose to Voith after receiving business meals, entertainments or gifts from the Business Partners, regardless of their value or occasion. If Voith needs to verify the details with the Business Partner, the Business Partner shall disclose all relevant information without any concealment.

第四条 答疑与举报/Q & A and reporting

4.1 若商业伙伴对福伊特反贿赂政策和/或行为准则存在疑问，应及时通过以下方式获得解答：

If the Business Partner has any questions about Voith's Anti-Bribery Policy and / or Code of Conduct, it shall seek answers in a timely manner through the following ways:

答疑电话/Tel: +86 512 3663 5123

答疑电子邮箱/E-mail: compliance.as@voith.com

4.2 商业伙伴理解，福伊特希望通过与商业伙伴的合作，尽力杜绝福伊特内部的不当行为，以为双方维持公平的交易环境。在此基础上，商业伙伴承诺，若福伊特及其关联企业工作人员或关联人员向商业伙伴或二级商业伙伴（如适用）或其工作人员索取商业贿赂，商业伙伴应及时通过 4.1 条列明方式向福伊特举报，并在力所能及的范围内提供初步证据。

The Business Partner understands that Voith endeavors its best to put an end to the internal misconduct of Voith and maintain a fair trading environment for both parties by working closely with the Business Partner. On this basis, the Business Partner undertakes that if Voith and its affiliates' staff or related person ask for bribery from the Business Partner or the secondary supplier (if applicable) or its staff, the Business Partner shall report to Voith in a timely manner in the way specified in article 4.1 and provide preliminary evidence within its reach.

4.3 应福伊特要求，商业伙伴应当全力配合福伊特的调查取证及相关处理方案。

At Voith's request, the Business Partner shall fully cooperate with Voith's investigation and evidence collection and follow up plan.

第五条 不利后果/ Consequences of Violation

双方合作期间，若商业伙伴违反行为准则和/或本承诺书，或根据反贿赂法在任何国家或地区被控涉嫌贿赂或腐败（无论该指控是被最终认定或是否与福伊特有关），福伊特有权根据违反情形的严重程度采取如下一项或数项措施：

During the cooperation between the two parties, if the Business Partner violates the Code of Conduct and / or this Letter, or is charged with bribery or corruption in any country or region according to the Anti-Bribery Law (whether the accusation is finally determined or related to Voith or not), Voith has the right to take one or several of the following measures according to the severity of the violation:

- (1) 立即终止与商业伙伴的合作；

Immediately terminate the cooperation with the Business Partner;

- (2) 暂停支付所有到期/未到期应付款项；

Suspension of all payments due / not due;

- (3) 每发生一次违约行为，要求商业伙伴应向福伊特支付 10 万元或采购合同金额 1% 的违约金，以高者为准；若违约金不足以弥补福伊特的损失，福伊特可以直接从商业伙伴的应收款中扣除其实际损失；

Claim to the Business Partner liquidated damages amounting to RMB 100,000 or 1% of the purchase contract value whichever is higher for each violation; If the liquidated damages are insufficient to cover Voith's losses, Voith can directly deduct the losses it suffers from the Business Partner's receivables;

- (4) 向有权机关举报商业伙伴或商业伙伴人员的违法行为；

Report the illegal acts of the Business Partner or its personnel to the competent authorities;

- (5) 根据福伊特与商业伙伴签署的商业合作协议（如有）或其他约定主张商业伙伴应当承担的违约责任。

Claim for compensation in accordance with the business cooperation agreement (if any) or other agreements concluded between Voith and the Business Partner.

商业伙伴确认本款所约定的不利后果是经商业伙伴与福伊特充分协商的基础上自愿达成，商业伙伴理解并自愿承担上述约定的不利后果。

The Business Partner confirms that the consequences agreed in this clause are voluntarily agreed upon on the basis of full consultation between the Business Partner and Voith, and the Business Partner understands and voluntarily undertakes the consequences of the above stipulation.

第六条 其他

- 6.1 本承诺书一经做出即对商业伙伴持续具有约束力，且未经福伊特同意不可撤销。

This Letter shall commence to be and remain binding upon the Business Partner once it is made and shall be irrevocable without the consent of Voith.

- 6.2 福伊特的行为准则为本承诺书的有效组成部分（无论是否作为本承诺书附件被签署）。

福伊特的行为准则及其修改和其他福伊特的合规政策及其修改，均对商业伙伴有约束力，且应适用其中更为严格的标准，无论商业伙伴是否依据前述修改对本承诺函进行书面变更。

Voith's Code of Conduct is an integral part of this Letter (whether or not it is signed as an attachment to this Letter). Voith's Code of Conduct and its amendments and other Voith's compliance policies and their amendments shall be binding on the Business Partner and the more stringent of these standards shall apply, regardless of whether or not the Business Partner makes a written change to this letter of commitment in accordance with the aforementioned amendments.

- 6.3 本承诺书由中文及英文两种语言制作。如两种语言有任何不符，应以中文为准。

This Letter is made both in Chinese and English. If there is any discrepancy, the Chinese version shall prevail.

商业伙伴/The Business Partner: 【 加盖公章\Chop 】

法定代表人/ Legal Representative: 【 签字/Signature 】

日期/Date: 【 】