

## 供应商阳光合作及反贿赂合规承诺书

# Supplier Commitment Letter of Transparent Cooperation and Anti-Bribery Compliance

被诺人（甲方）：中兴通讯股份有限公司及其关联公司

Promisee ("Party A"): ZTE Corporation and its affiliates

承诺人（乙方）：并购物流

Promisor ("Party B"): M & Rol Logistics

说明：本文件中的关联公司包括中兴通讯股份有限公司的全资子公司及其控股公司，包括但不限于深圳市中兴康讯电子有限公司和中兴通讯（南京）有限责任公司。乙方有义务通过查询中兴通讯股份有限公司年度报表或直接咨询中兴通讯股份有限公司、合同相对方等方式了解本文件中关联公司的范围，并不得在诉讼、仲裁中以对本文件中关联公司范围不知情为由进行任何形式的抗辩。

Note: The affiliated companies of ZTE Corporation (ZTEC) in this document include the wholly-owned subsidiaries and controlled companies, including but not limited to ZTE Kangxun Telecom Co., Ltd. and ZTE (Nanjing) Co., Ltd. Party B is obliged to check the range of ZTEC's affiliated companies in this document by inquiring the latest annual report of ZTEC or consulting directly with ZTEC or the other ZTE party to the contract, and shall not make any defense in litigation or arbitration on the ground of ignorance of the range of ZTEC's affiliated companies.

为保证合法合规、公开公平的交易环境，乙方自愿签署供应商阳光合作及反贿赂合规承诺书，向甲方郑重承诺如下：

In order to create a legitimate, open, and fair transaction environment, Party B has voluntarily agreed upon this *Supplier Commitment Letter of Transparent Cooperation and Anti-Bribery Compliance* in favor of Party A. Party B hereby agrees to be bound by the following terms and conditions:

### （一）供应商阳光合作承诺

#### Transparent Cooperation

1. 乙方了解并遵守甲方的如下阳光合作要求，保证将不会为达到影响甲方人员或代表甲方的人员或公职人员或其他相关方的任何行为、决策或确保获取业务上其他不正当利益的目的，直接或间接向上述人员提供、或同意提供、或授权任何第三方提供任何有价值的物品或不当好处，或支付费用、或贷款、或捐赠其他有价值的物品或不当好处。包括但不限于以下情况：

Party B understands and complies with all applicable laws and regulations concerning bribery and corruption, and Party A's requirements for a transparent cooperation hereunder, mainly including the following: Party B shall not offer, give, promise to give or authorize any third party to give anything of value or of improper benefits, directly and/or indirectly, to any person from or on behalf of Party A, a public

official, or any other party, in order to improperly obtain or keep business, or to improperly influence any decision of such person. Such improper benefits include but are not limited to offering:

1.1. 提供各种样式的礼品、礼物等;

Any form of gift.

1.2. 提供免费住宿或代付住宿费或报销住宿费;

Free accommodation or paying accommodation fees or reimbursement of invoices regarding accommodation.

1.3. 提供超标工作餐（标准为每人每次不得超过 100 元 RMB 或 20 美元）、提供食宿报销发票等;

Working meals exceeding the standard (the standard is not more than 100 CNY or 20 U.S. dollars per person at a time), reimbursement of invoices regarding meal.

1.4. 提供现金、贷款、红包、销售回扣、分红、好处费、劳务费、技术协作费或其他名目费用等现金;

Cash, loans, red envelopes with money inside, sales rebates, benefits, service fees, technical cooperation fees or dividends.

1.5. 提供礼品卡、银行卡、加油卡、有价证券、会员卡、电话卡、旅行支票等现金等价物;

Gift cards, bank cards, fuel cards, securities, membership cards, telephone cards, traveler's checks or other cash equivalents.

1.6. 提供娱乐（包括打球、打牌、喝茶、KTV 等）、宴请、因私用车、因私住宿、旅游等无偿服务;

Entertainment (such as ball game, poker game, having tea or KTV), dinners and banquets, car using/accommodation/travel for private purposes, tours.

1.7. 提供非用于样品测试目的的材料和配套设备等;

Materials and supporting equipment that are not used for sample testing purposes.

1.8. 提供代购、无偿或低价出售（租赁）、出借车辆、房产等大宗物品。

Bulk purchase, sales (lease), lending of vehicles, real estate and other bulk items free of charge or at an unusual low price.

当乙方发现甲方在职人员有可能造成乙方违反上述条款的行为, 或当乙方向甲方反映情况属实却遭到甲方有关人员的报复行为时, 乙方应主动向甲方检举揭发:

**举报电话: +86 755 26771199 举报邮箱: [audit@zte.com.cn](mailto:audit@zte.com.cn)**

Party B will actively inform Party A in case any of Party A's personnel who is offering, during the cooperation between both parties, any of the aforementioned improper benefits to personnel of Party B or has shown other improper commercial behaviors or vindictive behaviors either by telephone or via e-mail:

**Phone Number: +86 755 26771199 Email: [audit@zte.com.cn](mailto:audit@zte.com.cn)**

2. 乙方充分理解并支持甲方针对“关联关系”的相关要求, 承诺做到:

Party B fully understands and supports Party A's prohibition of so-called "affiliated relationship", e.g. by the following means:

2.1. 如实提供乙方的股东和高层管理人员的相关信息, 并保证乙方、乙方的子公司或其关联公司的股东（入股仅限于非公众股）和高层管理人员中无甲方的在职人员及其近亲属和从甲方离职未满两年人员;

Provide information of Party B's shareholders and senior executives, not to invite nor accept personnel in service with Party A or who left Party A less than 2 years ago, as well as their relatives, to become a shareholder (of non-listed shares) of Party B and/or its affiliates;

2.2. 不邀请、不接受因违法违纪被甲方开除的人员入职乙方、乙方的子公司或关联公司;

(<https://www.zte.com.cn/china/Terminations>)

Not to invite nor accept personnel dismissed by Party A for violating laws and/or its disciplinary rules and/or procedures to become a shareholder (of non-listed shares) of Party B and/or its affiliates.

(<https://www.zte.com.cn/china/Terminations>)

2.3. 不邀请、不接受甲方在职员工在乙方、乙方的子公司或其关联公司兼职;

Not to invite nor accept personnel in service with Party A to take a part-time job with Party B and/or its affiliates;

2.4. 不邀请、不接受甲方在职员工介绍其家属或亲属到乙方、乙方的子公司或其关联公司工作;

Not to invite nor accept personnel in service with Party A to introduce their relatives for a part-time job in Party B and/or its affiliates;

2.5. 不邀请、不接受甲方在职员工介绍的公司作为乙方、乙方的子公司或其关联公司的供应商;

Not to invite nor accept personnel in service with Party A to introduce enterprises to become suppliers of Party B and/or its affiliates.

3. 乙方充分理解并支持甲方对“诚信”的相关要求, 诚实有信、绝不弄虚作假, 承诺做到:

Party B fully understands and supports the relevant requirements of Party A regarding "good faith". Party B is honest and trustworthy and will never act dishonestly. Therefore, Party B undertakes amongst others to:

3.1. 绝不隐瞒任何可能对甲方利益造成不利影响的信息, 绝不提供虚假信息、伪造文件、向甲方虚报资质或其他虚假材料;

Never conceal any information that may adversely affect Party A's interests, and never provide false information, forged documents, false qualifications or other false materials to Party A.

3.2. 遵守商业信誉, 绝不合同毁约;

Abide by good commercial reputation and never breach contracts between both parties to the cooperation.

3.3. 绝不伪造甲方印章或公文函件;

Never forge Party A's seal or official documents.

3.4. 绝不违反承诺, 披露在跟甲方正常交易过程中的保密信息;

Never violate the confidentiality obligations in the course of transactions with Party A and/or its affiliates.

3.5. 绝不跟其他投标人相互串通投标围标、跟招标人串通投标、非法以他人名义投标、以其他方式骗取中标等;

Never collude with other bidders in bidding, collude with bidders, illegally submit bids in the name of others, defraud others to win the bid, etc.

3.6. 绝不违反投标承诺或合同约定, 提高价格、降低质量、拖延工期或供货时间等;

Never violate tender commitments or contract agreements, raise prices unilaterally, reduce quality, delay construction or delivery time, etc.

3.7. 绝不违反规定将中标项目分包或转包;

Never violate the provisions to subcontract without consent the winning bid.

3.8. 绝不伪造或销售伪造的甲方设备;

Never forge or sell forged Party A's equipment.

3.9. 积极配合甲方的各类审计事件调查, 绝不隐瞒可能会对甲方利益造成不利影响的任何信息。

Actively cooperate with Party A's audit investigations and never conceal any information that may adversely affect Party A's interests and/or the interests of its affiliates.

## (二) 反贿赂合规承诺

### Anti-Bribery Compliance

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1. 乙方承诺了解并严格遵守甲方相关的反腐败与反贿赂合规政策要求（查阅地址：<https://www.zte.com.cn/china/about/trust-center/Legal-and-Compliance/201910081604>），和所适用的反腐败与反贿赂相关法律法规及甲方的如下反贿赂合规要求，保证将不会为达到影响甲方人员或代表甲方的人员或公职人员或其他相关方（包括交易对象、潜在交易对象及其近亲属、利益关系人、代理人等）的任何行为、决策或确保获取业务上其他不正当利益的目的，直接或间接向上述人员提供或同意提供或授权任何第三方提供任何有价物或其他形式的任何利益。

Party B promises that it has understood and will strictly comply with the anti-corruption and anti-bribery compliance policies of party A (please refer to: <https://www.zte.com.cn/global/about/trust-center/Legal-and-Compliance/201910081604.html>), applicable anti-corruption and anti-bribery laws and regulations (including but not limited to Chinese laws and regulations, laws and regulations of business locations as well as other jurisdictional laws), and Party A's anti-bribery compliance requirements below during the cooperation. Party B promises not to directly or indirectly provide, or agree to provide, or authorize any third party to provide anything of value or other form of interest to Party A's personnel or personnel on behalf of Party A or public officials or other related parties (including trade objects, potential trade objects and their immediate family, stakeholders, and agents) to affect their behavior or decision-making or for the purpose of other improper benefits.

2. 乙方尽其所知，除已向甲方披露的情况外，乙方及其母公司、子公司及其他关联公司等没有因违法、违规、欺诈、贿赂或者其他不道德的商业行为而受到处罚，或曾经或者正在被起诉或者成为政府或其他执法机构调查的对象。

To the best of its knowledge, except for the situation in which necessary information has been disclosed to Party A, Party B and its parent company, subsidiaries and other affiliates have never been punished for violations of laws, regulations, fraud, bribery or other unethical business practices, or have not been or is not currently being prosecuted or is not being investigated by the government or other law enforcement authorities.

3. 除已向甲方披露的情况外，乙方的前十大自然人股东/合伙人（适用于合伙企业等）、董事、高管（负责人）以及参与甲方业务的人员，均不存在以下任何一种情况：

Except for the information disclosed to Party A, Party B's top ten natural person shareholders/partners (applicable to partnership enterprise, etc.), directors, senior executives (responsible persons) and those involved in Party A's business have not been in any of the following situations:

3.1. 因违法、违规、欺诈、贿赂或者其他不道德的商业行为而受到处罚；

Having been punished or being punished for violations of laws, regulations, fraud, bribery, or other unethical business practices;

3.2. 曾经或者正在被起诉或者成为政府或其他执法机构调查的对象；

Having been or being prosecuted or being investigated by the government or other law enforcement authorities;

3.3. 为现任的公职人员（包括但不限于国家元首或政府首脑、立法、执法和司法机关公职人员、政治职务候选人、政党要员、国际组织官员或者履行公权力的人员及其他政治敏感人物等）；

Being current public officials (including but not limited to heads of states or governments, public officials in legislation, law enforcement and judiciary authorities, candidates for political positions, political party officials, officials of international organizations or persons performing public powers and other politically exposed persons);

3.4. 与甲方或甲方其他利益相关方存在利益冲突。

Being in conflict of interests with Party A or other stakeholders of Party A.

4. 乙方及其相关人员和关联机构在与甲方的业务过程中没有意图违反任何所适用的反腐败与反贿赂法律及甲方的反贿赂合规政策。如出现与该条款相关的行为或事件，乙方应在十个工作日内书面告知甲方。如有任何甲方人员参与该款的相关行为或事件，乙方有义务向甲方举报, 举报方式如下：

电话：400-0707-099（中国大陆） +8621-3313-8584（海外及港澳台）

邮箱： [complianceaudit@zte.com.cn](mailto:complianceaudit@zte.com.cn)

Party B and its related personnel and affiliates have no intention to violate any applicable anti-corruption and anti-bribery laws or Party A's anti-bribery compliance policies in the course of business cooperation with Party A. In the event of any behavior or matters concerning this clause, Party B shall notify Party A in writing within ten workdays. If any personnel of Party A participates in the relevant acts or matters related to this clause, Party B is obliged to report this to Party A.

Phone Number: 400-0707-099 (Mainland China)

+8621-3313-8584 (Overseas, Hongkong, Macao and Taiwan)

Email: [complianceaudit@zte.com.cn](mailto:complianceaudit@zte.com.cn)

### （三）责任条款

#### Liability Clauses

1. 乙方承诺和确认其所提供的本承诺书项下的相关信息和材料的真实性和准确性，并将根据实际情况予以更新。若出现任何有误信息或者原提供的信息在未来发生变更的，乙方应第一时间以书面形式告知甲方。

Party B undertakes and confirms the authenticity and accuracy of the relevant information and materials provided under this undertaking letter, and will update the aforementioned information from time to time according to the actual situation. In the event of any incorrect information or future changes in the original information provided, Party B shall notify Party A immediately in written form.

若乙方违反以上承诺，乙方无条件接受甲方对乙方采取下列一种或多种处罚措施：（1）对于正在认证过程中的，有权停止对乙方的认证；（2）对于已经通过认证的，有权取消乙方的认证资格；（3）对于正在合作过程中的，有权终止与乙方签订的合同及协议并取消乙方的认证资格；（4）有权追究乙方相应的法律责任；（5）乙方承担甲方由此造成的相关损失，同时，甲方有权酌情要求乙方支付合同金额的 5%至 10%作为经济补偿。

If Party B violates any of the above-mentioned undertaking, party B shall unconditionally accept one or more of the following penalties imposed by Party A: 1) Party

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A has the right to terminate an ongoing certification of Party B; 2) Party A has the right to cancel the certified qualification of Party B; 3) Party A has the right to terminate the transaction contract and agreement signed with Party B; 4) Party A has the right to investigate the corresponding legal responsibility of Party B; 5) Party B shall bear the relevant damage or losses of Party A caused thereby. At the same time, Party A shall have the right to request Party B to pay from 5% to 10% of the contract amount as economic compensation.

2. 乙方向甲方披露的事项（若有）：

序号	所披露事项的发生时间	所披露事项的内容简述	所披露事项的现状或进展
1			
2			
3			

Party B's disclosure to party A (if any):

No.	Time of the Matter	Description	Current Status or Progress
1			
2			
3			

3. 本承诺书自签署之日起生效。

This undertaking letter shall become valid upon signature hereof.

承诺人（乙方）：（盖章）

Promisor (Party B): (stamp and signature)

承诺人（乙方）授权代表签字：

Signature by the Authorized Representative of Party B:

签字人职位：

Position/ Title: Lilia Olvera

日期 Date: april 20th 2023