

## Anti-Bribery and Related Compliance Provisions.

反贿赂和相关合规条文。

- (a) Clarios and third party\* intend that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.

柯锐世和第三方\*同意，所有付款或价值移转之目的或作用都不得涉及公共或商业贿赂、接受或默许勒索或回扣，或以其他非法或不当手段获得商业合作机会。

- (b) Third party will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; any candidate for political office; or any employees of any of third party's or Clarios Customers) for the purpose of improperly influencing their acts or decisions in violation of any anti-bribery or anti-corruption laws, including the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws (collectively, "**Anti-Corruption Laws**"). Third party will take appropriate actions to ensure that any person representing or acting under its instruction or control ("**third party's Agents**") will also comply with this Section.

第三方不会直接或间接向任何个人或组织（包括任何政府主管机关/政府拥有或控制实体/国际公共组织或政党的员工或官员、任何公职候选人、任何第三方或柯锐世客户的任何员工）支付、要约、授权或承诺任何金钱或任何有价物品（例如礼品、捐款、旅游或招待），以不当影响对方的行为或决定，触犯任何反贿赂或反腐败法令，包括美国海外反腐败法、OECD 反贿赂公约相关法律，以及各国反腐败法（合称“反腐败法”）。第三方会以适当行动确保按其指示或控制而担任其代表或代为行动的任何人（“第三方代理人”）也会遵守本节规定。

- (c) No Kickbacks: No part of the payment of any amounts payable under this Agreement will be distributed to Clarios, its affiliates or Customers, or any of its employees or their family members for the purpose of improperly influencing their acts or decisions.

禁收回扣：依本协议支付的任何应付款项，皆不得为了不当影响对方的行为或决定，而发放给柯锐世、其关联公司或/客户或其任何员工或家庭成员。

- (d) Except as disclosed in writing to Clarios (in a questionnaire response or otherwise), third party represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with Clarios, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither third party, nor any of third party's Agents, have any family members who are government officials or political party candidates in a position to influence third party's commercial relationship with Clarios. In addition to and without limitation of the rights contained in this Agreement, any failure to disclose any such potential conflict of interest shall entitle Clarios to reclaim payments previously made to the third party.

除非以书面形式向柯锐世披露（填写问卷或其他方式），否则第三方声明自己无理由认为与柯锐世之间的合作关系有任何潜在利益冲突，例如可能有家人因本协议建立的商业合作关系而得利。第三方或任何第三方代理人也没有任何家人担任可影响第三方与柯锐世之间商业合

作关系的政府官员或政党候选人。除了且不限于本协议所列之权利，若未依规定披露任何这类潜在利益冲突者，柯锐世皆有权收回先前支付给此第三方的款项。

- (e) Third party will maintain complete and accurate books and records in accordance with generally accepted accounting principles in third party's jurisdiction, consistently applied, properly and accurately recording all payments made by third party or third party's Agents in performance of this Agreement or related to it, and any commission, compensation, reimbursement, or other payment made by or on behalf of Clarios to third party or third party's Agents. Third party will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives.

第三方必须根据所在司法管辖区域内普遍认可的会计准则保存完整和准确的财务记录，所采用的原则必须一致，并以适当方式正确记录第三方或第三方代理人为履行本协议或相关规定而支付的所有款项，以及由柯锐世或代表柯锐世向第三方或第三方代理人支付的任何佣金、报酬、补偿或其他款项。第三方必须实施内部会计控管制度，而且制度内容必须经过合理设计，可确保不得有账册以外的账户，而且其资产在使用时必须严格遵守管理规定。

- (f) Third party will notify Clarios promptly if (i) third party or any of third party's Agents have reason to believe that a breach of this Section has occurred or is likely to occur; or (ii) if any conflicts of interest arise after the signing of this Agreement, including if any of third party's Agents or their family members become a government official or political party candidate in a position to influence the third party's commercial relationship with Clarios. Third party will send all such notices to [EthicsComplianceHelp@clarios.com](mailto:EthicsComplianceHelp@clarios.com) or to such other location as Clarios may designate in writing.

如有以下情况，第三方必须立即通知柯锐世：(i) 第三方或任何第三方代理人有理由相信已发生或可能发生违反本节规定的情况；或 (ii) 签署本协议后发生任何利益冲突情况，包括若任何第三方代理人或其家人担任政府官员或政党候选人，且其职位可影响第三方与柯锐世的商业合作关系。第三方必须将这类通知统一发送到 [EthicsComplianceHelp@clarios.com](mailto:EthicsComplianceHelp@clarios.com)，或寄到柯锐世书面指定的其他地点。

- (g) Third party will, when and as may be requested by Clarios from time to time, provide Clarios a written certification in form and substance satisfactory to Clarios that third party is in compliance with this Section.

第三方必须在柯锐世不定期要求时，以柯锐世要求的形式和内容向柯锐世提供书面认证，确认第三方遵守本节规定。

- (h) Clarios will not be required under any circumstances to take any action or make any payments that Clarios believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws. If Clarios at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Clarios may withhold any commission, compensation, reimbursement, or other payment until such time as Clarios has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Clarios will not be liable to third party for any claim, losses, or damages whatsoever related to Clarios decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

无论何种情况，若柯锐世合理认为任何行动或付款可能导致柯锐世或其关联公司违反任何反腐败法，柯锐世可以不必采取任何行动或支付任何款项。若柯锐世在任何时间合理相信违反

本节任何声明和保证之情况已经发生或可能发生，柯锐世可暂扣任何佣金、报酬、补偿或其他款项，直到柯锐世可合理确认没有违约情况或不会有违约情况为止。若因柯锐世决定根据本条款暂扣任何佣金、报酬、补偿或其他款项，引发任何索赔、损失或损害赔偿，柯锐世恕不对第三方承担任何责任。

- (i) If Clarios at any time believes, in good faith, that third party has breached the warranties, representations or agreements in this Section, then Clarios will have the right to audit third party's books and records related to this Agreement in order to verify third party's compliance with the provisions of this Section. The audit will be performed by individuals selected by Clarios. However, upon request by third party, Clarios will select in its sole discretion an independent third party to conduct an audit in order to certify to Clarios that no breach has occurred or will occur. Third party will fully cooperate in any audit conducted by or on behalf of Clarios.

若柯锐世在任何时间合理认为第三方违反本节的保证、声明或协议，柯锐世有权对与本协议有关的第三方账册和记录进行审计，确认第三方是否遵守本节条款。审计将由柯锐世选择的人员进行。然而，柯锐世可在第三方的要求下自行选择独立第三方进行审计，向柯锐世证明没有违约情况或不会有违约情况。第三方在柯锐世或他人代表柯锐世进行任何审计工作时必须全力配合。

- (j) Any breach of the warranties, representations or agreements in this Section will constitute grounds for immediate termination of this Agreement for cause by Clarios and no commission, compensation, reimbursement or other payment will be due to third party. Third party will indemnify and hold Clarios harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from third party's breach of the representations, warranties and agreements contained in this Section.

违反本节保证、声明或协议的任何行为，皆构成柯锐世可据以立即终止本协议之理由，且第三方无法获得任何佣金、报酬、补偿或其他款项。如因第三方违反本节声明、保证和协议而导致任何行动、法律索赔、要求、诉讼、损失、损害赔偿、成本、费用和任何性质的其他责任，第三方必须赔偿柯锐世并免除柯锐世的任何相关责任。

- (k) Antitrust and Fair Competition Compliance: Clarios is committed as a matter of law and of company policy to strict compliance with the applicable antitrust and fair competition laws and regulations of the countries in which Clarios conducts business. Third party agrees to comply with the legal and regulatory antitrust and fair competition requirements in the jurisdictions and countries it operates.

遵守反垄断法和公平竞争法：柯锐世依法以及按照公司政策，必须严格遵守柯锐世经营所在国家/地区的适用反垄断法、公平竞争法以及相关法规。第三方同意遵守其营业所在司法管辖区以及国家/地区的反垄断和公平竞争法令以及规定要求。

- (l) Clarios collects, processes and transfers data and information related to the business relationship between it and Third party, including personally identifiable data (for example names, email addresses, telephone numbers) for the purposes of allowing Clarios and its Affiliates to evaluate Third party's experience and qualifications and implement any business. Clarios will be the Controller of this personally identifiable data, and agrees to use reasonable technical and organizational measures to ensure that such data is processed in conformity with applicable data protection laws. Clarios may transfer such data to third parties, subsidiaries and affiliates located

throughout the world and takes measures to ensure that personally identifiable data receives an adequate level of protection. The personally identifiable data will be retained as long as necessary to achieve the purpose for which it was collected and for any period thereafter as legally required or permitted by applicable law. Third party has the right to: (i) request access to this data; (ii) rectify or cancel any inaccurate or expired data; (iii) object to any processing that does not conform to these purposes and (iv) the right to lodge a complaint with a supervisory authority. Third party may exercise its rights by writing to Clarios at [privacyoffice@clarios.com](mailto:privacyoffice@clarios.com) or to such other location as Clarios may designate. Third party acknowledges this clause and Clarios Privacy Notice at <https://my.jci.com/sites/PSDataPrivacy/SitePages/Home.aspx>.

柯锐世会收集、处理和传输柯锐世与第三方之间商业合作关系的相关数据和信息，包括可辨识个人身份的数据（例如姓名、电子邮件地址、电话号码），目的是让柯锐世与其关联公司评估第三方的经验和资质，并执行任何商业行为。柯锐世会实际掌控这类可辨识个人身份的资料，并同意采取合理的技术及组织措施，确保这类数据在处理时完全符合相关数据保护法令的规定。柯锐世可将这类数据传输给世界各地的第三方、子公司和关联企业，并采取适当措施，确保可辨识个人身份的数据获得充分保护。个人身份数据将一直留存至完成收集数据时所要达成的目的为止，此后将依据适用法律的要求和许可确定相应的留存期限。第三方有以下权利：(i) 请求访问这些数据；(ii) 修改或删除任何不准确或过期数据；及 (iii) 反对进行与上述目的不符的任何处理；以及 (iv) 有权向监管机构投诉。第三方若要行使其权利，应将书面要求发送到柯锐世的电子邮件地址 [privacyoffice@clarios.com](mailto:privacyoffice@clarios.com)，或柯锐世指定的其他地点。第三方确认知道有此条款以及柯锐世隐私声明，网址是 <https://my.jci.com/sites/PSDataPrivacy/SitePages/Home.aspx>。

**\*A third party can be any entity—an individual, agency, or company—with whom Clarios has a commercial relationship and acts as an intermediary for Clarios in the market place.**

**\*只要是与柯锐世有商业合作关系以及代表柯锐世投入市场的任何实体（个人、机构或公司），都属于第三方。**