



Please note: In case of inconsistencies or doubts as to meaning, solely the original German text shall be binding.

Supplemental contract conditions of Deutsche Bahn AG and its affiliated companies for cartel prevention (SCC cartel prevention)

Scope of application: These conditions apply only to companies that are not microenterprises. For the purposes of these conditions, microenterprises are companies whose previous year's turnover (including the previous year's turnover by all affiliated companies) does not exceed two million euros and which do not have more than ten employees (including all affiliated companies).

1. The contractor is required, within three months of entry into force of this agreement, to establish an efficient antitrust compliance program appropriate for its company size and to maintain it - even if a corresponding program already exists - for the duration of the contract associated with this agreement. This includes at least:
 - a. The requirement to implement a written code of conduct that specifies rules for antitrust-compliant behavior for all employees and to announce this code to company management and employees who have contact with competitors in a suitable form. This announcement must include a clear commitment to antitrust-compliant behavior by company management.
 - b. The requirement to hold regular trainings (at least every three years) for managers and - for companies with previous year's turnover (including the previous year's turnover of all affiliated companies) of more than ten million euros or not less than 50 employees (including all affiliated companies) - employees who have contact with competitors on the application of antitrust law to the contractor's business, conducted by internal or external experts (such as attorneys). If no trainings have taken place yet or the last training event was more than two years and nine months before the entry into force of the contract associated with this agreement, the contractor is required to invite the employees to a training course within the first three months after the entry into force of this agreement. The first training course must take place within three months after the invitations are sent.
 - c. The requirement to provide a competent contact person (internal or external) to managers and employees to assess antitrust-related issues.

For more information about the above requirements, we refer to number 4, "Information on the supplemental contract conditions for cartel prevention".
2. During the term of the contract associated with this agreement, the client has the right to review the contractor's antitrust compliance program at three-month intervals, for the first time three months after the entry into force of this agreement, to determine whether it meets the principles described under section 1.
 - a. In the course of this review, the client has the right to request written information about the compliance program from the contractor (for example, on the content and frequency of training events and the contents of the code of conduct). Such requests must be answered in written form within one month of their receipt.
 - b. If a request by the client as described in a. is not answered by the contractor, not answered correctly, not answered completely, not answered in the required manner or not answered on time, or if the contractor's answer does not sufficiently document that the contractor is meeting the requirements from number 1, the contractor must pay the client on its demand a contractual penalty, within one month, in the amount of 0.5 percent of the net settlement total, to a maximum of EUR 2,500, of all supplies and services to be provided by the contractor to the companies of the DB Group over the term of this contract. In such cases, the client will give the contractor a grace period - usually one month - to submit evidence that these requirements have been met. Thereby, the client will describe which requirements from number 1 it feels the contractor has not implemented sufficiently. The contractor must then describe, in written form and by the end of the grace period, which implementation measures have been taken.
 - c. If the further request by the client as described in b. is not answered by the contractor, not answered correctly, not answered completely, not answered in the required manner or not answered on time, or if the contractor's answer does once again not sufficiently document that the contractor is meeting the requirements from number 1, the contractor must pay the client on its demand a contractual penalty, within one month, in the amount of 1.0 percent of the net settlement total, to a maximum of EUR 5,000, of all supplies and services to be provided by the contractor to the companies of the DB Group over the term of this contract. In such cases, the client will give the contractor a final grace period - usually one month - to submit evidence that these requirements have been met. Thereby, the client will

(again) describe which requirements from number 1 it feels the contractor has not implemented sufficiently. The contractor must then describe, in written form and by the end of the final grace period, which implementation measures have been taken.

- d. If this final request by the client as described in c. is not answered by the contractor, not answered correctly, not answered completely, not answered in the required manner or not answered on time, or if the contractor's answer does once again not sufficiently document that the contractor is meeting the requirements from number 1, the contractor must pay the client on its demand a contractual penalty, within one month, in the amount of 1.5 percent of the net settlement total, to a maximum of EUR 5,000, of all supplies and services to be provided by the contractor to the companies of the DB Group over the term of this contract.
 - e. If a deadline is missed under b. through d. above, the client cannot demand a contractual penalty if the contractor can provide evidence that it is not at fault for missing the deadline.
3. If the contract associated with this agreement is a master framework agreement, the supplies and services provided by the contractor to the companies of the DB Group up to the time the contractual penalty is demanded is used to calculate the net settlement total for the contractual penalty in number 2 b., c. and d.

4. Information on the supplemental contract conditions for cartel prevention

With the "Supplemental contract conditions of Deutsche Bahn AG and its affiliated companies for cartel prevention (SCC cartel prevention)", DB AG supports and demands antitrust compliance among its suppliers. In a. through c. below, the minimum requirements for an effective antitrust compliance program are described in accordance with the SCC cartel prevention. The specific arrangements are to be tailored to the respective company size.

- a. **Antitrust code of conduct.** The (industry-specific) rules must contain requirements for antitrust behavior that are binding for all employees. A good example is the set of rules („Dos & Don'ts) that is published by "Deutsche Institut für Compliance e.V." (German Institute for Compliance) and "Bundesverband für Materialwirtschaft, Einkauf und Logistik e.V." (Association Supply Chain Management, Procurement and Logistics). The document complies with the rule requirements of the SCC cartel prevention.

A German version can be downloaded from www.deutschebahn.com/kartellpraevention.

In many cases, however, it is advisable taking industry-specific characteristics into account.

The rules must be provided at least to company management (for example, the managing director of a limited liability company, the board of a stock corporation; additional management levels as needed for medium-sized and, particularly, large

companies/corporations) and - forwarded by management, where applicable - to all employees with commercial/strategically relevant contact with competitors, by post or e-mail as needed.

Either these rules or their announcement must contain a clear commitment by company management to antitrust-compliant behavior ("tone from the top").

- b. **Training.** Company management and - for medium-sized and large companies/corporations - all employees with commercially or strategically relevant contact with competitors, must attend either classroom or online trainings held by instructors with expertise in antitrust compliance (such as attorneys). In particular these events must cover the risk areas of price fixing, market sharing and collusion in tenders, based on case examples and other information.

If seminars are listed at

www.deutschebahn.com/kartellpraevention

they have been approved by DB AG and participation in them is recognized by DB AG as sufficient in the sense of the SCC (DB AG does not receive any share of the revenues from these seminars). Other seminars and training courses by other compliance experts with antitrust expertise are also accepted, of course.

- c. **Contact person.** The employees of the company must have at least one competent contact person (such as external attorneys or in-house lawyers; for SMEs possibly employees with antitrust training, who can call upon external attorneys themselves in case of doubt) who can provide answers to antitrust questions at short notice. The contact data of the contact person(s) must be announced to company management and to employees with commercially or strategically relevant contact with competitors or made easily available through internal media (such as an intranet).

It must be ensured that the measures described under I. through III. are also carried out for new hires at the company and employees who change positions within the company.

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