

Guarantee Letter Regarding Confidentiality and Integrity

关于保密和诚信之承诺书

In order to protect the information security with respect to the to-be-established business relationship between Mercedes-Benz Companies in China and the undersigned company (“the Potential Cooperator”), while fighting against commercial bribery activities and unfair competition, the Potential Cooperator hereby agrees to issue this Guarantee Letter Regarding Confidentiality and Integrity (“Guarantee Letter”).

为了保护梅赛德斯-奔驰之中国公司和下列签署公司（下称“潜在合作方”）在即将形成的商业合作中的信息安全，同时打击商业腐败行为和不正当竞争，潜在合作方在此同意出具本关于保密和诚信之承诺书（“承诺书”）。

For the purpose of this clause, Mercedes-Benz Companies in China (“Mercedes-Benz China”) means the wholly owned subsidiaries and joint ventures established and to be established by Mercedes-Benz AG in the People’s Republic of China, and wholly owned subsidiaries and joint ventures established and to be established by its wholly owned subsidiaries in the People’s Republic of China, including but not limited to Mercedes-Benz Group China Ltd., Mercedes-Benz (China) Ltd., Beijing Mercedes-Benz Sales Service Ltd., Mercedes-Benz (Beijing) Parts Trading and Services Co., Ltd., Mercedes-Benz Auto Finance Ltd., Mercedes-Benz Leasing Co., Ltd., Mercedes-Benz Mobility & Technology Services (Beijing) Co., Ltd., and Fujian Benz Automotive Co., Ltd..

为本条款之目的，梅赛德斯-奔驰之中国公司（以下统称“梅赛德斯-奔驰中国”）是指：梅赛德斯-奔驰股份公司在中华人民共和国境内设立的和将要设立的全资子公司和合资公司，及其全资子公司在中华人民共和国境内设立的和将要设立的全资子公司和合资公司，包括但不限于梅赛德斯-奔驰（中国）投资有限公司，梅赛德斯-奔驰（中国）汽车销售有限公司，北京梅赛德斯-奔驰销售服务有限公司，梅赛德斯-奔驰（北京）零部件贸易服务有限公司，梅赛德斯-奔驰汽车金融有限公司，梅赛德斯-奔驰租赁有限公司，梅赛德斯-奔驰出行技术服务（北京）有限公司以及福建奔驰汽车有限公司。

Providing any company of Mercedes-Benz China and Potential Cooperator reach a separate agreement and sign relevant documents on the information security with respect to the to-be-established business relationship and fighting against commercial bribery activities and unfair competition, such documents shall prevail. The Potential Cooperator hereby agrees as follows:

如梅赛德斯-奔驰中国的任一公司与潜在合作方就商业合作中的信息安全和打击商业腐败行为和不正当竞争另行达成协议并签署相关文件，则该等文件的效力优先于本承诺书。

潜在合作方同意如下条款：

Section I. Confidentiality / 保密

Prior to officially concluding the relevant agreements with respect to the business transaction that is going to become into between any of the companies within Mercedes-Benz China and the Potential Cooperator, Mercedes-Benz China (only for purpose of this Section, hereafter referred to as the "Disclosing Party") will disclose to Potential Cooperator (only for purpose of this Section, hereafter referred to as the "Receiving Party") certain Confidential Information (as defined below); Therefore, Receiving Party hereby agree as follows:

在梅赛德斯-奔驰中国中的任一公司和潜在合作方在就即将达成的商业交易签订相关的正式协议之前，梅赛德斯-奔驰中国（在本条中简称“披露方”）将向潜在合作方（在本条中简称“接收方”）披露某些保密信息（定义见下文）。因此，接收方现同意如下：

1. For purposes of this Guarantee Letter, "**Confidential Information**" shall mean product information, sales information, customer name list, employee-related information, data of any kind, knowledge, experience or technologies, software and related papers, computer print-outs, other data media, electronic data processing records, documents (in particular drawings, descriptions, specifications, reports, cards, microfilms), samples, models, or type-specific devices such as tools or measurement devices, and related or similar information, in each case whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled, subject, however, to the following conditions: (i) any Confidential Information that becomes publicly known through no fault of Receiving Party shall cease to be Confidential Information for purposes of this Guarantee Letter; and (ii) any information that (a) can be proved to have been known by Receiving Party by written records made prior to disclosure by Disclosing Party, (b) is or becomes public knowledge other than through Receiving Party's breach of this Guarantee Letter or (c) was obtained by Receiving Party from a person having no obligation of confidentiality with respect to such information shall not be Confidential Information for purposes of this Guarantee Letter.

为本承诺书之目的，“**保密信息**”是指书面（无论以任何格式）及口头形式的产品信息、销售信息、客户名单、雇员信息、任何形式的数据、知识、经验或者技术、软件及相关的文件、计算机打印件、其他数据媒介、电子数据过程记录、文件（特别是图纸、描述、规格、报告、卡片和缩影胶片）、样品、模型或特制装置（例如工具或测量设备）以及相关或者类似的信息，包括任何主体以任何方式制作或汇编的任何格式的上述信息的复印件、复制件或摘要，但是下述情形除外：(i) 保密信息非因接收方的过错而被公开，则不再构成本承诺书之目的下的保密信息；以及(ii) 任何符合下列条件的信息：(a) 能够通过书面记录被证明接收方在披露方披露以前已经了解该信息；(b) 非因接收方违反本承诺书而导致的信息公开；(c) 接收方从不对相关信息负有保密义务的个人处获得的信息，不构成本承诺书之目的项下的保密信息。

2. Receiving Party shall ensure that Confidential Information is not disclosed, published, transferred, displayed, provided, used, retained or otherwise made available for any purposes

other than for purposes of providing the services to Disclosing Party. Receiving Party shall hold the Confidential Information in confidence and take all reasonable precautions to prevent its disclosure other than as specifically permitted by Disclosing Party or until the Confidential Information become publicly available. To the extent the Disclosing Party discloses to the Receiving Party in connection with the services any Confidential Information related to individual persons ("Personal Data"), the Receiving Party shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by the Disclosing Party.

Upon completion of the services or if requested by Disclosing Party, Receiving Party shall promptly return to an authorized representative of Disclosing Party or destroy (as may be directed by Disclosing Party) the Confidential Information (and any modifications, reproductions or derivatives thereof, including any documents, images, prints or other media containing or incorporation any Confidential Information or any modification, reproduction or derivative thereof).

接收方应当保证保密信息不会被披露、公布、转让、展示、提供、使用、保留或以其他方式用于除向披露方提供服务之外的任何其他目的。除非披露方明确允许或者相关保密信息已经公开，接收方应当对保密信息予以保密并采取一切合理防范措施防止其泄露。披露方向接收方披露的、与服务相关的任何个人信息数据（“个人数据”），接收方应按照适用的隐私法律以及披露方的进一步指示对待、存储、处理、转移和修改该等个人数据。

服务一经完成或者在披露方要求的情况下，接收方应当立刻向披露方的授权代表返还或者销毁（视披露方的指示而定）保密信息（及其任何修订版、复制品或者衍生品，包括任何文件、图像、印刷品或者包括或含有任何保密信息或其任何修订版、复制品或衍生品的其他媒介）。

3. The Confidential Information (and any modifications, reproductions or derivatives thereof, including any documents, images, prints or other media containing or incorporation any Confidential Information or any modification, reproduction or derivative thereof) will remain the property of Disclosing Party and shall not, without the prior written consent of Disclosing Party, which consent may be revoked at any time, be copied or reproduced at any time. This prohibition does not apply to copies or reproductions which are created, either on the same or on another media (such as e-mail server or fax memory), as the result of the technical necessities relating to the process of transferring data remotely (such as via e-mail or fax). Title to any embodied copies or reproductions of Confidential Information transfers to Disclosing Party at the time such copies or reproductions are made.

保密信息（及其任何修订版、复制品或者衍生品，包括任何文件、图像、印刷品或者包括或含有任何保密信息或其任何修订版、复制品或衍生品的其他媒介）将一直作为披露方的财产并且未经披露方事先书面同意（惟披露方可以随时撤销该等同意），任何时候不得复印或复制。上述禁止不适用于因与远距离数据传输（例如通过电子邮件或者传真）有关的技术需要而导致的在相同或者其他媒介上（例如电子邮件服务器或传真机存储器）创造的复印件或复制件。保密信息的任何物化的复印件或复制件的所有权应当在上述复印件或复制件被制成之时归披露方所有。

4. Disclosing Party reserves all rights, including copyrights, with respect to Confidential Information and the products described in the Confidential Information and the information set

forth therein.

披露方保留与保密信息、保密信息中描述的产品以及保密信息中列出的信息相关的包括著作权的所有权利。

5. Receiving Party will make the Confidential Information, as well as any copies or reproductions thereof, available only to such employees/agents (“**Involved Persons**”) that, as a matter of necessity, need to know such Confidential Information. Before any Confidential Information is provided to an Involved Person, the Receiving Party must cause such Involved Person to enter into a confidentiality agreement substantially on the same terms and conditions as contained in this Guarantee Letter unless the Involved Persons are the confidentiality obligations contained in this Guarantee Letter.

接收方应仅向有必要知晓保密信息的员工/代理人 (“**相关人员**”) 披露保密信息及其任何复印件或复制件。在向相关人员披露保密信息前，接收方必须促使相关人员签订一份与本承诺书的条款和条件基本相同的保密协议，除非相关人员已受到本承诺书保密义务的约束。

6. In case the service eventually fails to be conducted or is terminated, Receiving Party shall, at the request of Disclosing Party, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information.

服务最终未能实施或一经终止，接收方应当应披露方的要求，返还或者销毁包含任何该等保密信息的任何文件、信息或软件，删除所有存储装置中的任何该等保密信息，并停止使用该等保密信息。

7. The obligations hereunder shall remain effective no matter whether any of the companies within Mercedes-Benz China and the Potential Cooperator have concluded the official transaction contract.

本保密义务应持续有效，而无论潜在合作方是否最终与任一梅赛德斯-奔驰中国公司签署了正式的交易合同。

Section II. Integrity

1. Compliance with Applicable Laws

适用法律的遵守

1.1 Potential Cooperator, for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:

潜在合作方自身并代表其关联方，陈述、保证并承诺如下：

(a) Potential Cooperator and its Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have

to their best knowledge not taken and will not take or fail to take any action, which act or omission would subject Mercedes-Benz China or its affiliated companies to liability under Applicable Laws;

潜在合作方及其关联方已遵守并将继续遵守所有的适用法律，并对遵守所有的适用法律负有独立的责任。且尽其所知，其并未采取并将不会采取或未能采取任何行动，这些作为或不作为可能导致梅赛德斯-奔驰中国或任何梅赛德斯-奔驰的关联公司根据适用法律承担责任；

- (b) Neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or Mercedes-Benz China or any Mercedes-Benz Group Company;

尽其所知，其自身或及任何关联方均未已经直接或间接地向任何政府官员或为该等官员的利益提供、支付、给予或贷款，或者已经承诺支付、给予或贷款，或者将提供、支付、给予或贷款，或将承诺给予支付或贷款金钱或任何其他有价值物，以达到下述的贿赂目的：(i)影响该政府官员以其职务身份所作的任何行为或决定；(ii)诱使该等政府官员违反其法定职责作为或不作为；(iii)取得任何不当利益，或者(iv)诱使该等政府官员利用其对政府实体的影响力以影响或改变该政府实体的任何行为或决定，从而为使其自身或梅赛德斯-奔驰中国或任何梅赛德斯-奔驰集团公司成员获取业务；

- (c) In case Potential Cooperator or any of its Affiliated Persons are or will become a Government Entity or a Government Official whose official duties include decisions to direct business to itself, Mercedes-Benz China, or any Mercedes-Benz Group Company or to supervise, or otherwise control or direct the actions of Government Officials who are in a position to direct business to itself, Mercedes-Benz China, or any Mercedes-Benz Group Company, Potential Cooperator and the respective Affiliated Persons have to make sure that conflicts of interest will be excluded. Potential Cooperator shall inform Mercedes-Benz China in writing without undue delay about the measures taken;

如果潜在合作方或其任何关联方是或将会是一个政府实体或政府官员，且该政府实体或政府官员的职责包括就向潜在合作方、梅赛德斯-奔驰中国、或任何梅赛德斯-奔驰集团公司成员获取业务作出决定，或者对能够为潜在合作方、梅赛德斯-奔驰中国、或任何梅赛德斯-奔驰集团公司成员获取业务的政府官员进行指导、控制或指挥，则潜在合作方及各自的关联方应确保利益冲突将会被排除。潜在合作方应毫不迟延地以书面方式通知梅赛德斯-奔驰中国其采取的、防止利益冲突的措施；

1.2 Potential Cooperator shall assist and cooperate fully with the efforts of Mercedes-Benz China to comply with all Applicable Laws. In particular, Potential Cooperator shall keep

accurate books and records and Potential Cooperator shall immediately notify Mercedes-Benz China of any information that bribes or other improper payments are being requested, made or offered in connection with this Guarantee Letter. Upon request of Mercedes-Benz China, Potential Cooperator shall make those records which are necessary for Mercedes-Benz China to verify Potential Cooperator's compliance with the Applicable Laws relating to this Guarantee Letter available to a sworn auditor who is obligated to observe secrecy and selected by Mercedes-Benz China. If such auditor notices any failure by Potential Cooperator to comply with the Applicable Laws Potential Cooperator agrees that the auditor may disclose information relating to Potential Cooperator's failure to Mercedes-Benz China and, to the extent required by a legal demand by a competent court of law or government body, to third parties.

潜在合作方应协助并与梅赛德斯-奔驰中国全力合作以遵守适用法律。特别是，潜在合作方应保存完整的账目和记录，并且潜在合作方应立即向梅赛德斯-奔驰中国报告任何与本承诺书相关的要求、作出或提供贿赂或不当的付款行为的情况。根据梅赛德斯-奔驰中国的要求，潜在合作方应当向梅赛德斯-奔驰中国挑选的负有保密义务的审计员提供可供梅赛德斯-奔驰中国核实潜在合作方遵守与本承诺书有关的适用法律情况的相关记录。如果上述审计人员发现潜在合作方任何的违反适用法律的行为，潜在合作方同意审计人员将其违规的相关信息披露给梅赛德斯-奔驰中国，以及，以有管辖权的法院或政府机构的要求为限，披露给第三方；

1.3 In no event will Mercedes-Benz China be obligated to Potential Cooperator under or in connection with this Guarantee Letter to act or refrain from acting if Mercedes-Benz China believes that such act or omission would cause it or any Mercedes-Benz Group Company to be in violation of the Applicable Laws. In no event will either Potential Cooperator liable to the other Party for any act or omission which it believes is necessary to comply with the Applicable Laws.

在任何情况下，梅赛德斯-奔驰中国无义务根据本承诺书作为或不作为，如梅赛德斯-奔驰中国认为该作为或不作为将导致其自身或任何梅赛德斯-奔驰集团公司成员违反适用法律。在任何情况下，任何一方无需为其认为为遵守适用法律所必要的作为或不作为承担责任。

1.4 For purposes of this Article 1 in this Section II, the following terms shall have the respective meanings set forth below:

为本二节第 1 条的目的，下述术语的含义如下：

- (a) "Applicable Laws" means any laws and regulations (including Chinese laws and regulations) on anticorruption to which each Party, its Affiliated Person, or its shareholder(s) is subject (including, without limitation, the Foreign Corrupt Practices Act of the United States and/or the anti-corruption laws of the Federal Republic of Germany), and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by each Party or any of its Affiliated Persons in connection with this Guarantee Letter or any other business matters involving each Party or another Mercedes-Benz Group Company, in each case as the same may be amended from time to time;

“适用法律”指协议各方、协议各方的关联方、或其股东应遵守的包括中国法律法规在内

的有关反腐败的法律法规（包括但不限于《美国反海外腐败法》和/或德国的反腐败法律），以及适用于协议各方或其任何关联方与本承诺书相关的任何行为、或适用于本承诺书各方或梅赛德斯-奔驰集团公司另一成员所涉及的其他任何其他业务事项的所有其他法律、法规、规定、命令、法令或具有法律效力的其他指令及对上述规范性文件可能不时作出的修订；

- (b) "Affiliated Persons" means each Party's officers, directors, employees, or agents, or shareholders, principals or owners acting on its behalf or in its interests;

“关联方”指各方的管理人员、董事或雇员，或代表该方或为该方利益行事的代理、股东、负责人或所有人；

- (c) "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and

“政府实体”指政府或其政府的任何部门、机构或执行部门（包括由政府控制的任何公司或其他实体）、政党或者政府国际组织；及

- (d) "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

“政府官员”指政府实体的任何官员、雇员或其他官员（包括他们的任何直系家庭成员），以职务身份为政府实体行事的任何个人或行政职务的任何候选人。

2. Covenants of Potential Cooperator

潜在合作方承诺

2.1 Potential Cooperator is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Potential Cooperator or other third parties.

潜在合作方有义务不从事任何会导致刑事责任的欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益，贿赂或接受贿赂的犯罪行为，抵制其他由潜在合作方的雇佣人员或第三方进行的腐败行为。

2.2 Potential Cooperator undertakes and covenants that its employees will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:

潜在合作方保证和承诺其工作人员不得从事下列任何有可能影响公平交易、正当竞争的活动：

- a) Potential Cooperator shall not provide any tangible or intangible interests to the employees of Mercedes-Benz China and/or his/her relatives to influence the employees' judgment or actions in performing their duties, including but not limited:

潜在合作方不得以影响梅赛德斯-奔驰中国工作人员在履行职责时的判断和行动为目的向梅赛德斯-奔驰中国工作人员及/或其亲属提供任何有形或无形的利益，包括但不限于：

- (i) To offer, promise or provide the employees of Mercedes-Benz China and/or his/her relatives, in the name of "reward", "commission" or otherwise, any money or anything of value;

向梅赛德斯-奔驰中国工作人员及/或其亲属提供、承诺或给予“酬金”、“回扣”或其他各种形式的现金或有价物品；

- (ii) To invite the employees of Mercedes-Benz China and/or his/her relatives to any public places of entertainment;

邀请梅赛德斯-奔驰中国工作人员及/或其亲属至任何公共娱乐场所；

- (iii) To arrange tourism or vacations for the employees of Mercedes-Benz China and/or his/her relatives;

免费或低价安排梅赛德斯-奔驰中国工作人员及/或其亲属旅游、度假；

- b) The activities described in Article 2.2 a) above may be regarded as commercial bribery.

以上第 2.2 a) 条所述行为可能被视为商业贿赂行为。

3. Potential Cooperator has a duty to ensure that any employees used on site at Mercedes-Benz China and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of purchase orders/contracts must receive an admission and/or access authorization from Mercedes-Benz China. Individuals to whom Mercedes-Benz China or any Mercedes-Benz affiliate has declared a house ban, an admission ban, and/or an access ban cannot be used by the Potential Cooperator in the fulfillment of any transactions with Mercedes-Benz.

潜在合作方有责任确保任何在梅赛德斯-奔驰中国的办公场所工作的员工和/或任何有权进入与履行双方交易的要求相关的任何 IT 系统的员工都应得到梅赛德斯-奔驰中国的认可和/或访问梅赛德斯-奔驰中国的授权。潜在合作方不得使用任何被梅赛德斯-奔驰中国或任何梅赛德斯-奔驰的关联方已宣布为不被认可和/或禁止访问的任何人员履行任何双方交易。

4. Liabilities and Consequences

责任和后果

4.1 In the event Potential Cooperator or its employees engage in such activities in breach of this Guarantee Letter, Mercedes-Benz China shall be entitled to terminate any negotiation ongoing with Potential Cooperator without any condition and any liability. Mercedes-Benz China may not come into any cooperation or transaction with Potential Cooperator any more.

梅赛德斯-奔驰中国一旦发现潜在合作方或其工作人员参与上述违反本承诺书的活动，梅赛德斯-奔驰中国有权立即终止与潜在合作方的任何谈判而不接受任何附加条件且不承担任何责任，今后亦可不再考虑与潜在合作方的达成任何合作或交易。

4.2 If Potential Cooperator or its employees breach this any of its covenant under this

Section II, Potential Cooperator shall indemnify and hold Mercedes-Benz China harmless from and in respect of any and all damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to such breach by Potential Cooperator or its employees.

若潜在合作方及其工作人员违反其在本第 II 部分作出的任一承诺，潜在合作方应当赔偿梅赛德斯-奔驰中国并使梅赛德斯-奔驰中国免受由于潜在合作方或其工作人员的该等违反产生的或相关的任何和全部损害、损失、成本和花费（包括但不限于合理的律师费用）。

5. Coordination by Potential Cooperator

潜在合作方的合作义务

5.1 The Mercedes-Benz Integrity Code is a binding internal regulation based on applicable laws to be observed during all business activities. All our employees are obligated to behave in a way that safeguards the social responsibility of Mercedes-Benz and must act in an appropriate manner in the name of the group. Conflicts of interest should, therefore, be avoided. In this regard, Mercedes-Benz China imposes strict policies designed to prevent unethical or corrupt practices. In particular, the policies prohibit:

梅赛德斯-奔驰集团之我们的诚信行为准则（Integrity Code）是依据相关的法律法规而制定的内部规章，所有集团内员工在其商业活动中都有义务严格遵循。所有员工在以公司名义行事时均应维护梅赛德斯-奔驰的社会责任，确保其行为恰当并严格避免利益冲突。在此方面，梅赛德斯-奔驰中国实施了严格的政策用以禁止不道德的或者腐败的行为。合规政策尤其禁止如下行为：

- Bribery of government officials*
向政府官员行贿
- Bribery in private business transactions
个人商业往来中的贿赂

5.2 Further, in relationships with business partners, we must avoid personal interests or activities that may conflict, or give the appearance of conflict, with company interests. Here are some examples of prohibited activities:

* In accordance with FCPA regulation, the Government Official refers to "any officer or employee of a foreign government or any department, agency, or instrumentality...of that government; or any person acting in an official capacity for on behalf of that government". According to this definition, if government owns more than 50% equity interest in one legal entity, then it's clearly a "government" entity, and its employees are regarded as Government Officials under FCPA regulation (e.g. Employees of a state-owned company). If government clearly controls an organization (regardless of ownership percentage), this organization also clearly qualifies as "government".

根据美国《反海外腐败法案》，政府官员是指任何外国政府或该政府的部门机关或执行机构的官员或雇员；或依该政府名义行使官员权力的任何人。根据这一定义，若政府在某法律实体中拥有超过50%的权益，则该实体明确算作“政府”实体，其雇员为政府官员（例如，国有企业的员工）。如果政府明显控制一个组织（不论其所有权比例），该组织被视为“政府”。

另外，在与商业伙伴的关系上，梅赛德斯-奔驰中国必须避免个人利益或者活动可能与公司利益产生冲突，或者有产生冲突的表象。以下为部分被禁止的行为：

- Improper payment of travel or overnight accommodations by business partners;
由商业伙伴支付的不恰当的差旅费用；
- Meal invitations or entertainment that are lavish or frequent entertainment invitations from the same business partner in a year;
过度奢华的宴请或款待或者一年中频繁接受来自同一商业伙伴的娱乐活动的邀请；
- Accept meal invitations or entertainment that the business partner will not be attending;
接受商业伙伴本身不出席的宴请、款待或娱乐活动的邀请；
- Gifts or other benefits that worthy of more than 50 Euro / 400 RMB or too frequent.
收受礼物或者其他利益，价值超过 50 欧元 / 400 人民币或者过于频繁。

5.3 Mercedes-Benz has a Whistleblower System that investigates potential violations.

梅赛德斯-奔驰设有举报系统，审查潜在的违规行为。

As Mercedes-Benz China's Potential Cooperator, in case that you are aware of any unethical behaviors of any of our employees, we encourage you to report to us. We will maintain strict confidentiality concerning all reports and related information, and can also ensure anonymous treatment upon your request. Please use the following communication channels for your reporting:

作为梅赛德斯-奔驰中国的潜在合作方，如果您发现或知晓梅赛德斯-奔驰中国员工的任何不合规行为，我们鼓励您向我们报告。我们将对所有报告和相关信息严格保密。应您的要求，也可实施匿名处理措施。举报渠道如下：

For Mercedes-Benz Group China Ltd., Mercedes-Benz (China) Ltd., Daimler Northeast Asia Parts Trading and Services Co., Ltd., Mercedes-Benz Auto Finance Ltd., Mercedes-Benz Leasing Co., Ltd., Mercedes-Benz Mobility & Technology Services (Beijing) Co., Ltd., please report to us via:

梅赛德斯-奔驰（中国）投资有限公司，梅赛德斯-奔驰（中国）汽车销售有限公司，戴姆勒东北亚零部件贸易服务有限公司，梅赛德斯-奔驰汽车金融有限公司，梅赛德斯-奔驰租赁有限公司，梅赛德斯-奔驰出行技术服务（北京）有限公司，请通过以下渠道举报：

Business Practices Office (Stuttgart, Germany) 业务实践办公室（德国，斯图加特）	
Address 地址:	Mercedes-Benz Group AG Business Practices Office (BPO) HPC: E703 - IL/CBP 70546 Stuttgart Germany
E-Mail 电子邮箱:	BPO@mercedes-benz.com
Mercedes-Benz Website:	http://group.mercedes-benz.com/company/compliance/bpo/BPO_Reporting_Form

For Beijing Mercedes-Benz Sales Service Co., Ltd., please report to us via:
北京梅赛德斯-奔驰销售服务有限公司，请通过以下渠道举报：

Whistleblower System (WBS) (Beijing, China) 举报管理系统（中国，北京）	
WBS E-Mail 举报邮箱：	bmb_s_integrity_concern@mercedes-benz.com
WBS Hotline 举报热线：	+86 10 – 8417 5988

Section III. Effectiveness 有效性

As long as the Potential Cooperator has business contact with Mercedes-Benz China regardless of the existence of a relevant legally binding document, such Potential Cooperator shall fully comply with this Guarantee Letter.

只要潜在合作方与梅赛德斯-奔驰中国存在商业关系（不管是否存在具有法律约束力的相关文件），潜在合作方均应完全遵守本承诺书的全部内容。

We hereby confirm that we are fully acknowledged and willing to comply or coordinate Mercedes-Benz China to comply with all the aforesaid in this Guarantee Letter.

我们在此确认，完全认可并愿意遵守或协助梅赛德斯-奔驰中国遵守本承诺书中的全部内容。

Signed by
签署：

Legal Representative / 法定代表人

Company Name of Potential Cooperator with Company Chop / 潜在合作方的公司名称（加盖公司公章）

Date / 日期: _____