

The Compliance Rules set out below form part of the Contract Relationship between KUKA and its Customers

## Compliance

- 1 The Parties declare their commitment to a corruption-free business community. They undertake to refrain from any kind of corrupt conduct and any other kind of criminal practices, and to take all necessary measures to prevent such. They undertake in particular to take precautionary measures against the following listed serious transgressions:
  - a) Criminal acts in business transactions, particularly money laundering (Sec. 261 StGB = German Criminal Code), fraud (Sec. 263 StGB), criminal breach of trust (Sec. 266 StGB), forging of documents (Sec. 267 StGB), forging of technical sketches/notes (Sec. 268 StGB), forging of evidentiary-relevant data (Sec. 269 and Sec. 270 StGB), causing the recording of false declarations/facts (§ 271 StGB), concealment of documents (Sec. 274 StGB), and collusive bidding in conjunction with tender invitations (Sec. 298 StGB).
  - b) The offering, promising, or granting of advantages to national or foreign public officials, office holders, or persons under a special obligation to the public service who decisively participate in the granting or execution of contracts (Secs. 331 – 335 StGB).
  - c) The offering, promising, granting/promoting, obtaining of promises (for oneself), and accepting of advantages to/from business partners in exchange for unfair preferential treatment in national or international business transactions (Secs. 299, 300 StGB).
  - d) The disclosure or procurement (for oneself) of trade and business secrets (Sec. 17 UWG = German Unfair Competition Act), and the unauthorized exploitation of (technical) patterns/models (Sec. 18 UWG).
  - e) Violations of the German GWB (Act Against Restraints of Competition) and of European competition and antitrust law.
  
- 2 In the event of a breach of an obligation set out in article 1 of this document by one party, the respective other party is entitled to terminate a contract based on this quotation for cause without prior notice.
  
- 3 In the event of a breach of an obligation set out in article 1 of this document by one party, the respective other party is entitled to discontinue any business relationships with the breaching party without any liability or compensation to the breaching party for any legal ground whatsoever.

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