



ANTI-CORRUPTION GUIDELINE

SCOPE	METRO affiliates worldwide
PROCESS OWNER	METRO Corporate Compliance
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1. ABOUT THIS GUIDELINE

Corruption distorts competition in markets, increases the cost of doing business and harms customer trust. Giving or receiving bribes is never acceptable. METRO has a zero-tolerance approach when it comes to corruption, without regard to rank and position of the persons concerned. In all countries in which METRO operates, corruption is illegal and punishable by serious fines and imprisonment. Accepting hospitality or gifts from business partners or extending such courtesies to public officials are fine when symbolic and low in value but can quickly cross the border into conflicts of interest to be avoided.

This guideline contains measures and procedures, which aim to protect METRO and METRO employees from corruption and conflicts of interest in all their forms. Your compliance officers can provide you with additional guidance in case of doubt.

This guideline may need to be amended in cases local laws and regulations are stricter than METRO's standards.

Corruption is any activity that involves any abuse of position or power for an improper benefit, be it active corruption (promise or giving benefits) or passive corruption (soliciting or receiving benefits).

Benefits do not only include cash or cash equivalents but anything of value, including discounts, use of material, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insider information, reputation, services, contributions or promises irrespective of (i) minimum amounts or thresholds, and (ii) whether the benefit is given or received directly or indirectly (e.g. by using advisors, agents, intermediaries or relatives).

Public official is (i) any person exercising a local, regional, national or international public function including any legislative, administrative or judicial function, (ii) any representative of private organizations if such organization fulfills duties in a manner similar to public entities, and (iii) political party officials or political candidates. In case applicable law provides for a more comprehensive definition of the term "public official" such definition shall prevail.

2. HOW THIS GUIDELINE RELATES TO OTHER GUIDELINES

This guideline does not replace other guidelines. In particular, the following guidelines may apply also in addition to this guideline:

- The Donation & Sponsoring Guideline is applied in case of donation and sponsoring activities.
- The External Advisor Guideline is applied in case external advisors are engaged.
- The Guideline for the Protection of Whistleblowers governs the process of reporting and handling suspected or actual misconduct at METRO.

- The SOP for Expansion & IP Process defines the processes and responsibilities in case of investment activities, especially expansion projects (including land and / or building leases).
- The Travel Expenses Guideline is applied in case METRO employees have travel and accommodation costs in relation to hospitality events by business partners.

3. WHAT NEEDS TO BE DONE UNDER THIS GUIDELINE

a. Do not corrupt and do not let yourself be corrupted

Don't offer others any undue benefits or use intermediaries, such as external advisors, agents or any other business partners, to offer such benefits. Corruption can happen when dealing with public officials, but also with private persons. Payments (including facilitation payments) or any other benefits to influence an act or decision of public officials or other third parties are strictly forbidden.

Facilitation payment is a small personal payment (bribe) made to public officials to obtain or speed up routine services, which the officials are required to provide. It does not include official payments made directly to a state authority to obtain or retain business or speed up a certain process.

When making business decisions, don't allow yourself to be influenced by business partners or potential business partners that offer or promise personal benefits or benefits for the company illegal. Never request any such undue benefits and do not accept them if they are offered.

-  *Remember to make business decisions exclusively in the interests of METRO; personal interests are put aside. Always ask yourself before offering, giving, promising, accepting or soliciting anything of value if what you are considering could be viewed as having an illegitimate purpose or improperly influencing your decision.*

Examples of corruption:

- *You offer a potential customer tickets to a major sport event but only if the potential customer agrees to do a high volume sale with METRO.*
- *You offer a small payment to a public official to get a certain license three weeks earlier than would be normally possible.*
- *A supplier offers your sister a job, but suggests in that context that you could use your influence to ensure that METRO continues doing business with the supplier.*

The management board of each METRO company should consider whether job rotation on a case-by-case basis is on balance a sensible method to reduce anticorruption

risks. For that purpose, the management board shall inform itself once a year about all employees who have been in their current position for 7 years or more.

b. Speak up against corruption

If you are offered or promised undue benefits or witness other acts of corruption in METRO, speak up and get in touch with your superior or compliance officer or make use of METRO's compliance reporting system.

c. Handle gifts and hospitality properly

Gifts or hospitality involving public officials, private individuals or entities may at times be completely appropriate, but may also be misused as an act of corruption or may make you feel you owe a favor in return and thus cause a conflict of interest.

Examples of gifts: goods, services, discounts, tips, donation, loans or other benefits, such as reputation.

Examples of hospitality: meals, tickets or invitation to entertainment (e.g. conferences, seminars, press events, site visits, anniversary events, plays, concerts), social or sport events, travel and lodging expenses etc.

In a business-to-business context gifts and hospitality offered and received qualify as corruption if used to improperly influence the other party's business decision. This means competing on the merits by creating a strong relationship with the customer, providing discounts, goods for free, extra services and alike are not problematic.

The line is crossed once the gift or hospitality is considered to distort fair competition by offering or receiving a benefit that is not connected with the business, i.e. reasons for granting or receiving are irrelevant from a business point of view (*e.g., invitation to a leisure event with no business connection*).

For the avoidance of doubt: A business proposal to a customer involving hospitality or what would typically qualify as gifts is not an issue as long as both are offered for business needs and have clear business context.

Examples:

- *Providing a potential customer with a free deliver trial period, product samples or alike for use in the customer's business is fine. However, providing a representative of a potential customer with free product samples for private use with his family is not ok.*
- *Inviting the representative of a potential customer to a cooking event with a star chef to convince the customer of METRO expertise is fine, however, inviting the customer representative and his family to a sport event is not ok.*

Make sure that you handle gifts and hospitality properly:

- Do not offer or provide gifts and hospitality with the intent of improperly causing the recipient to do something favoring METRO or to reward such behavior. Refuse gifts or hospitality if your counterpart communicates any such expectation of reciprocity to you, explicitly or implied.
- Do not offer, provide or accept gifts and hospitality, if there is the perception that a business decision has been improperly influenced by such benefit, regardless of how small or insignificant the gift or hospitality is.
- Do not offer or accept gifts or hospitality repeatedly concerning the same business partner or overall accept gifts or hospitality frequently or if the situation and context of the gift or hospitality gives any other reason to be considered to appear improper.
- Return a gift or politely refuse hospitality, if it is in conflict with the requirements set in this guideline. You may use a template letter for returning gifts available on UNITED page of METRO Corporate Compliance or from your compliance officer. If necessary, clearly request third parties to refrain from further offering of gifts and hospitality in conflict with this guideline.

A gift or hospitality may be acceptable if the following requirements are met:

- it is reasonable, because it is:
 - meant to establish or strengthen cordial business relationships, celebrates outstanding project or joint business performance, or is related to the demonstration or explanation of METRO products or services, or
 - related to the execution or performance of a contract with a government or agency thereof, or
 - connected with a nationally or religiously recognized gift-giving holiday or is required under written local laws.
- it cannot in any way be considered lavish or expensive in value when measured against applicable local standards (*e.g. no offering or accepting jewelry, piece of art, electronics or premium pens*).
- it is cashless and not cash-equivalent (*e.g. no coupons or vouchers; rebates however offered to all METRO employees or to a large group are usually acceptable*).
- it complies with local laws and regulations.

Hospitality must have a business focus: business matters must outweigh any leisure/private aspects. METRO employees may also not receive transportation and accommodation; these expenses are on METRO in accordance with the applicable METRO Travel Expenses Guideline.

The management boards of METRO companies may decide on stricter rules and may, for example, apply no-gifts and no-hospitality policies within their respective organizations.

Examples of acceptable gifts: Fruit basket, flowers, books, modest desk ornaments, branded pens, calendars, boxes of chocolates, a branded USB stick, if of low or moderate value.

Examples of acceptable hospitality:

- *Public receptions at an event sponsored by METRO.*
- *An annual conference/event for METRO customers or suppliers.*
- *Invitation of METRO employees to trade fairs, press events, plant visits, conferences, seminars, each of these with a clear business focus, with any catering limited to appropriate snacks and beverages and with METRO covering travel expenses.*

Exceptions with regard to the gifts and hospitality requirements set by this guideline are permitted only in the following cases:

- If you are offered a gift that might be considered too valuable as per this guideline and where refusing the gift would cause offence, you should refer the matter to the local compliance officer (or other department, e.g. corporate communications, as defined by the METRO company) for random distribution among all employees or for charitable use.
- If you are offered hospitality where refusing the hospitality would cause offence or you want to provide hospitality to the business partner or public officials that is not low in value within the meaning of this guideline, you should obtain the approval from your superior and the local compliance officer in writing before its acceptance/providing. These hospitality exceptions shall be documented properly by the employee, including the reason for exceptionally offering/accepting the hospitality. The random distribution of accepted invitations among employees without any relevant decision-making authority or charitable use of the invitations is also possible.

When approving exceptions, managers must assess the business purpose of the gift or hospitality, whether the gift or hospitality is in the interest of METRO (or rather, in the

interest of a particular individual), and whether the gift or hospitality might appear to compromise decision-making in the best interest of METRO.

d. Handle product samples properly

You may receive a reasonable number of samples or promotional materials if your job requires you to evaluate such products.

- Accept samples and materials in quantities limited to the amount necessary for their evaluation and review.
- Use samples and materials for evaluation purposes only and in no case transfer them into private use.

The management board of each METRO company shall define how to deal with any remaining samples after these have undergone evaluation.

<p><i>Examples of dealing with samples after their evaluation:</i></p> <ul style="list-style-type: none">• <i>random distribution among all employees</i>• <i>charitable use</i>• <i>return the samples to the suppliers</i>
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 *Avoid accepting product samples outside of an office environment (e.g. at your home address). If you need to accept a product sample at your home address for proper use there, make sure that you have informed your superior and that you remove the product sample from your home once the product evaluation is completed.*

4. HOW TO DEAL WITH BUSINESS PARTNERS

METRO often uses third party individuals or companies (business partners) to perform work or provide services for METRO or on behalf of METRO. METRO may be liable for corruption committed by such business partners. METRO employee responsible for contracting with a business partner must perform a business partner due diligence as per Annex 1. Each METRO company should integrate the anti-corruption clause in Annex 3 into all agreement with its business partners where applicable. It should be also part of all of its standard contract templates (e.g. ATT, donations and sponsoring agreements, LSP agreements etc).

5. HOW TO DEAL WITH CONFLICT OF INTEREST

a. Avoid conflicts of interest where possible

Where sensibly possible, avoid situations in which (i) there is, (ii) there may objectively seem to be, or (iii) there could likely result a conflict between your personal interests and the interests of METRO ("conflict of interest").

Conflict of interest is any circumstance that could cast doubt upon an employee's ability to act, judge, decide with total objectivity regarding METRO's interests.

Examples of conflict of interest situations:

- *Second employment or self-employment e.g. a second job with a METRO business partner (customer, supplier, competitor) or a job as a consultant of a METRO business partner.*
- *Private investments, e.g. having a stake exceeding 5% or with an otherwise significant financial interest in a METRO business partner.*
- *Certain close relations (such as a spouse, sibling, parents, partner ("close relative") or other close relation) with other METRO employees or with METRO business partners, e.g.*
 - *hiring or supervising a close relative*
 - *being a close relative or having close relations with a person working for a METRO business partner and being able to influence METRO's relationship with that business partner*
 - *being a close relative or having a close relation with a person who is a public official and who has the authority to influence METRO's business activities*
 - *being a close relative or having a close relation with a person who has a stake exceeding 5% or with an otherwise significant financial interest in a company that is a METRO business partner.*

b. Report conflicts of interest

In case a METRO employee cannot reasonably avoid a conflict of interest, the conflict must be disclosed to the employee's superior in writing, so that a decision can be taken on how to deal with the conflict.

 *Business is dynamic and circumstances may change: please disclose conflicts of interest that come up during the course of your employment.*

In case of doubt regarding conflicts of interest, speak to your superior or your local compliance officer.

6. CHANGES TO THIS GUIDELINE

Any changes to this guideline, even if they are more restrictive, must be shared with METRO Corporate Compliance.

Annex 1 to the Anti-Corruption Guideline:

Business partner due diligence process

The business partner due diligence process is critical in helping METRO to assess whether there are relevant risks of corruption associated with the third party prior to or during an engagement. It's a responsibility of the METRO employee responsible for contracting with business partner ("business owner") to ensure its execution for the business partners concerned.

This process consists of the following stages:

- (i) Initial risk assessment allows METRO to cluster business partners into low and medium risk groups in order to safeguard a risk-based due diligence process.
- (ii) During due diligence all business partners qualified as medium risk are checked in a two-step approach:

Step 1: A basic due diligence is done with all medium business partners by way of a questionnaire to be completed by the business partner. Based on the outcome of the questionnaire business partners either remain in medium risk or are re-qualified to high risk.

Step 2: An in-depth due diligence is done with all high risk business partners by way of checking external databases.

- (iii) Decision making for high risk business partners requires decision-makers to consider whether identified indications for increased corruption risks ("red flags") were clarified, resolved, sufficiently mitigated and/or still allows the progression of the business partner engagement.

The purpose of the business partner due diligence is to identify elevated anticorruption risks and resolve or mitigate such risks where possible. Business partner due diligence should be renewed about every five years for medium risk business partners and about every three years for high risk business partners provided that active business is still conducted with the business partner concerned. In case of real estate business the timing of due diligence renewal should take into account contract durations agreed to avoid running a due diligence without contractual options to act upon results.

1. Initial risk assessment

Business owner pre-classifies the business partner using the methodology in the tables below, i.e. data input on the basis of which an initial risk assessment with a resulting pre-classification is done. METRO customers are out-of- scope of the due diligence process.

- If all the answers to the following initial risk assessment questions (Pre-Classification Step 1) are “no”, then the business partner can be considered low risk. If one or more of the answers is “yes”, additional risk-related questions need to be considered (Pre-Classification Step 2).
- If one or more of the answers to the following initial risk assessment questions in Pre-Classification Step 2 are classified as medium risk, then the business partner belongs to this medium risk cluster and needs to be subject to a basic due diligence.
- In case of doubt, the business owner can decide to classify a business partner into a higher risk group.

Pre-Classification Step 1

- Is the business partner an external advisor as defined by the External Advisor Guideline and does the anticipated net fee exceed €10,000 (or equivalent in other currency)?
- Will the business partner perform facility management, logistics, construction, security services or services concerning the acquisition, utilization and sale of real estate (e.g. brokers) or rents or leases real estate or buildings and will the anticipated annual net fee exceed €300,000 (or equivalent in other currency)?
- Will the business partner perform services in relation to the acquisition and sale of real estate or buildings?
- Is the business partner recommended by public officials?

Pre-Classification Step 2		Low risk	Medium risk
1	What is the value of the contract that the business partner is going to conclude with METRO? <i>(in EUR or equivalent value, incl. expenses, excl. taxes)</i>		
	External advisor as per the External Advisor Guideline and advisory includes contacts with public officials	<€10,000	≥€10,000
	External advisor as per the External Advisor Guideline but advisory does not include contacts with public officials	<€50,000	≥€50,000
	Business partner performs facility management, logistics, construction, security services or services concerning the acquisition, utilization and sale of real estate (e.g. brokers) or rents or leases real estate or buildings	<€300,000	≥€300,000
	Business partner performs services concerning the acquisition and sale of real estate or buildings	no	yes
	Business partner is recommended by public officials or is owned or managed by public officials	no	yes
2	Is the business partner compensated in whole or in part by way of a commission or success fee?	no	yes
3	Is a commission or success fee paid to the business partner in advance?	no	yes
4	Was a tender required as per the applicable local tender procedure not performed?	no	yes

The management board of METRO company can

- (i) add questions or categories of business partners to the initial risk assessment with impact on the pre-classification to be included in the due diligence and/or
- (ii) change certain thresholds in the initial risk assessment with impact questions of Pre-Classification Step 1 and Step 2

upon written approval of METRO Corporate Compliance based on objective and business-related reasons to be documented. More restrictive changes need only to be shared with METRO Corporate Compliance for information purposes.

2. Basic due diligence

For business partners qualified as medium risk in the initial risk assessment a basic due diligence has to be performed by way of a due diligence questionnaire to be completed by the business partner as attached as Annex 2 in its initial form. A business partner is re-qualified as high risk in the following cases:

- The score of the completed questionnaire exceeds a critical threshold as defined by METRO Corporate Compliance and revised from time to time upon consultation with the compliance function in the relevant country and available on UNITED.
- The due diligence questionnaire is not returned by the business partner but the business partner (i) has contact with public officials as part of the planned engagement for METRO and (ii) the anticipated contract value is above €10,000.

In case the questionnaire is not returned by a business partner that does not fall under the above mentioned second bullet point, a decision on the engagement of this business partner must be taken by the business owner together with an employee sufficiently authorized and based on objective and business-related reasons.

3. In-depth due diligence

A business partner classified as high risk as a result of the basic due diligence is subject to a check against relevant local public database focusing on records including litigation, regulatory, criminal, bankruptcy and adverse media, if available. Such check is to be performed once the relevant IT-based due diligence tool is available in the relevant country except in case a local solution is already available. Until then the due diligence process is limited to the initial risk assessment and the basic due diligence steps and mitigation measures, decision-making is to be based thereon.

If a METRO company is using a more restrictive business partner due diligence process compared to this guideline, the local process should continue to be executed and shared with METRO Corporate Compliance for information purposes.

4. Decision making

The business owner – always respecting the 4-eyes-principle and the hierarchy to be involved as per this guideline – is responsible for deciding whether or not to engage the third party if the results of the due diligence ultimately lead to the identification of red flags (i.e. business partner qualifies as high risk).

In case during due diligence process red flags have been identified and then clarified or mitigated, decision to engage a business partner with resolved red flags requires approval from a direct board report.

 *In many circumstances the most straightforward means of clarifying a red flag will be to contact the business partners and ask them to provide further information to resolve issue highlighted by the due diligence. Legal, compliance, finance and other functions should be consulted by the business owner as appropriate.*

The responsible compliance officer must be consulted prior to contracting in case the business partner (i) qualified as high risk, and (ii) red flags were identified by the due diligence.

The decision on the engagement of a business partner with unresolved red flags during the due diligence must be additionally approved by the responsible board member and documented appropriately.

For business partners planned to be in contact with public officials only: Where the outcome of the due diligence is unclear due to conflicting or inadequate information, the business owner is responsible for ensuring that the further investigation is conducted. This may require communication with the business partner to clarify and validate the information collected, or to gather additional information. Where red flags have been identified, these need to be clarified, mitigating and/or monitoring, as the case may be, to address the associated risks.

Due diligence on preferred lawyers and tax advisors that have been selected by METRO AG is undertaken at corporate level. Local organizations engaging such preferred lawyers and tax advisors for local activities are not required to perform a separate due diligence.

The table below summarizes for decision-making purposes, the due diligence requirements, mitigation measures and responsibilities based on business partner risk class.

Risk classification	Due diligence	Minimum measures	Decision making
Low risk	n/a	<p>Anti-corruption clause (Annex 3) incorporated in contract where applicable.</p> <p>If the business partner refuses to sign the anti-corruption clause, the superior of the business owner shall decide and also document the reasons accordingly, whether to continue with the business relationship or not.</p>	Business owner together with additional employee sufficiently authorized (4-eye-principle).
Medium risk	Basic due diligence to be done (<i>due diligence questionnaire</i>)	<ul style="list-style-type: none"> • Anti-corruption clause (Annex 3) incorporated in contract where applicable. AND • Findings identified to be clarified or resolved by mitigation measures or documented decision to be taken to accept finding identified. 	Business owner together with additional employee sufficiently authorized (4-eye-principle).
High risk	Basic due diligence and in-depth due diligence to be done (<i>due diligence questionnaire and database screening</i>)	<ul style="list-style-type: none"> • Anti-corruption clause (Annex 3) incorporated in contract where applicable. AND • Red flags identified to be clarified or resolved by mitigation measures or documented decision to be taken to accept unresolved risks identified. 	<p>No red flags: Business owner together with the superior.</p> <p>Red flags identified and mitigated: Business owner together with a direct board report; consultation of responsible compliance officer required.</p> <p>Unresolved red flags: Additional approval of responsible board member of local entity and consultation of responsible compliance officer required.</p>

Examples of warning signs and possible mitigation measures:

Potential warning signs	Possible mitigation measures
<p>Red flags:</p> <ul style="list-style-type: none"> • Reputation for bribery: Business partner has a history of publicly known improper corruption practices (e.g. making corrupt payment to public officials) including prior or ongoing investigations by enforcement authorities, criminal or civil cases for illegal or unethical conduct. • Conflict of interest: The relationships between a business partner and a METRO employee can be taken to be close or familiar. • Relations with public officials: Business partner has a family or business relationship with a public official or with state authorities relevant to the work to be performed. <p>Other warning signs:</p> <ul style="list-style-type: none"> • Business partner is a shell company incorporated in an offshore jurisdiction or requests payments to offshore bank account. • Business partner has a poor business reputation and/or has been terminated by other companies for improper conduct. • Business partner is subcontracting more than 50% of the services. • Business partner is owned, managed, controlled or funded by a public official (public official's family) or state authorities relevant to the work to be performed. • There is a request or recommendation by a public official that the business partner should be selected. 	<p>The business partner should be asked what measures they have taken to prevent certain risks or the same activity happening again.</p> <p>Examples of such measures are:</p> <ul style="list-style-type: none"> • Align with the business partner an ongoing supervision/monitoring of the business activities. • If the services are subcontracted conduct proportionate due diligence on the subcontractor. • Request anti-corruption training to be provided to the certain employees of the business partner as a condition of the engagement. • Request the business partner to share their compliance program and anti-corruption policies. • Impose that the business partner adopts an anti-corruption policy approved by a recognized non-governmental organization. • Set the internal process to review and approve invoices from the business partner. • Inform relevant METRO employees involved with the business partner of the red flags / risks identified. • Agree with the business partner to pay to on shore account only and with on shore subsidiary.

Annex 2 to the Anti-Corruption Guideline:

Initial business partner questionnaire

The below initial due diligence questionnaire may be subject to change upon review by METRO Corporate Compliance from time to time based on experience gathered over time and in consultation with the country compliance function community. The latest version of the due diligence questionnaire is available on the UNITED page of METRO Corporate Compliance. An up to date version of the due diligence questionnaire will be available in the due diligence IT tool at all times.

1. General information

- 1.1 Registered company name: _____
- 1.2 Registered address (street, street number, zip/postal code, city, country): _____
- 1.3 Is your company's bank account used for the transaction with METRO located in a country different from the country the agreement with METRO is executed in? No Yes

2. Interactions with public officials

- 2.1 Will your company be directly or indirectly interacting with public and/or governmental officials and/or organizations as part of your engagement for METRO? No Yes
Please provide the details of interactions.

If yes, please answer the following questions:
 - a) What is an approximate estimated value of the contract that your company is going to conclude with METRO? Less than €100,000
 €100,000-€300,000
 Over €300,000
 - b) To the best of your knowledge, is your company in any way owned, managed, controlled or funded by any governmental and/or public official or governmental organization? No Yes
Please provide job title of a public official and/or organization and describe the relationship between them and your company.
 - c) To the best of your knowledge, is any executive of your company, any key employee with decision-making authority for the business relations with METRO or any subcontractor a governmental and/or public official? No Yes
Please provide job title, government entity.
 - d) To the best of your knowledge, does any governmental and/or public official or member of a governmental and/or public official's family have any interest or stand to benefit in any way, as a result of the proposed business relationship with METRO? No Yes
Please explain the nature of the interest and/or benefit.

3. Subcontractors

- 3.1 If the answer for the question 2.1 is yes, do you plan to use any other third parties for interactions with public officials to perform services under the proposed agreement with METRO? No Yes

Please provide additional information on type of subcontractor, name of company, interactions with public officials by third party/ subcontractor.

If yes, please answer the following questions:

- a) Does your company include an anti-corruption clause in contracts with these subcontractors? No Yes
- b) Does your company perform background checks or due diligence on subcontractors it has engaged or anticipates to engage to act on behalf of METRO? No Yes

4. Compliance system and anti-corruption prevention

- 4.1 Does your company have a code of conduct or any compliance policy which includes clear anticorruption guidance? No Yes

- 4.2 To the best of your knowledge, is there a possible conflict of interest on your side that might affect the business relation with METRO? No Yes
Please provide explanation.

5. Investigation/allegations and sanctions

- 5.1 Has your company, any of its executives or decision makers involved into the contract execution or any of the subcontractors performing services under the proposed agreement with METRO been charged with, convicted of or alleged to have been engaged in bribery, corruption, money-laundering, antitrust, fraud or any other criminal acts? No Yes

- 5.2 Has your company, any owners who hold a financial interest in the company of more than 5% or members of the governing body of your company ever been listed on or sanctioned by any international or local sanctions or watch list (including but not limited to, organized crime, money laundering, terrorism and terrorist financing)? No Yes
Please provide more information (name of sanction or watch list, full company name involved, date of placement on sanction or watch list, details on sanction or watch list placement).

By sharing this completed questionnaire with METRO, the potential business partner of METRO confirms that the information given in this form is true, complete and accurate and provided by the authorized company's representative.

Annex 3 to Anti-Corruption Guideline

Anti-Corruption Clause

The below anti-corruption model clause may be subject to change upon negotiations with a business partner and under review by responsible compliance officer. If the business partner refuses to sign the anti-corruption clause, the superior of the business owner shall decide and also document the reasons accordingly, whether to continue with the business relationship or not.

For Goods Suppliers:

[name of Business partner] ("Business partner") agrees that it and each of its owners or other financial interest holders ("Owners"), directors, employees, and every other person working for it, or on its behalf ("Representatives"), has not and will not, in connection with any transactions related to this Agreement or any other work for [name local METRO affiliate] ("METRO"), commit, promise, offer, give or make any undue advantage or undue anything of value, directly or indirectly, to employees and members of an executive body of METRO, including relatives, or of any other company belonging to METRO AG or have such advantages promised, offered or granted in any other way by third parties or to have done so to conclude an agreement with METRO.

In addition to any other termination provisions in this Agreement, METRO may terminate this Agreement immediately by written notice for cause in the following circumstances:

- (i) any violations of this Anticorruption clause by Business partner or any of its Owners, directors, employees, or Representatives;
- (ii) any violations of any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business by Business partner or any of its Owners, directors, employees, or Representatives, whether in connection with performance of this Agreement or otherwise.

METRO will not be liable for any claims, losses, or damages arising from or related to failure by Business partner to comply with applicable legislation or this Agreement or related to the termination of this Agreement under this clause, and Business partner will indemnify and hold METRO harmless against any such claims, losses, or damages.

For Service Providers:

[name of Business partner] ("Business partner") agrees that it and each of its owners or other financial interest holders ("Owners"), directors, employees, and every other person working for it, or on its behalf ("Representatives"), has not and will not, in connection with any transactions related to this Agreement or any other work for [name local METRO affiliate] ("METRO"), commit, promise, offer, give or make any

- 1) Undue advantage or undue anything of value, directly or indirectly, to:
 - (i) any government or public official or employee of any government- or state-controlled entity,
 - (ii) any political candidate or political party, (*hereinafter all together (i)–(ii) – "Public officials"*)
 - (iii) any private person/s or company/ies, while knowing or only negligently not taking into consideration that such contribution will be promised, offered or given directly or indirectly to Public officials.

- 2) Undue advantage or undue anything of value, directly or indirectly, to employees and members of an executive body of METRO, including relatives, or of any other company belonging to METRO AG or have such advantages promised, offered or granted in any other way by third parties or to have done so to conclude an agreement with METRO.

Business partner affirms that none of its Owners or directors and, to its knowledge, none of its employees or Representatives engaged to the Agreement execution is a Public official or a relative, by relation, marriage, or otherwise, of such an official; any such aforementioned existing relation must be fully described in writing to METRO. In the event that during the term of this Agreement there is a change in the information contained in this paragraph, Business partner agrees to make disclosure to METRO in writing without undue delay.

In addition to any other termination provisions in this Agreement, METRO may terminate this Agreement immediately by written notice for cause in the following circumstances:

- (i) any violations of this Anticorruption clause by Business partner or any of its Owners, directors, employees, or Representatives especially in relation to the Business partner's disclosure relationship concerning Public Officials;
- (ii) any violations of any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business by Business partner or any of its Owners, directors, employees, or Representatives, whether in connection with performance of this Agreement or otherwise.

METRO will not be liable for any claims, losses, or damages arising from or related to failure by Business partner to comply with applicable legislation or this Agreement or related to the termination of this Agreement under this clause, and Business partner will indemnify and hold METRO harmless against any such claims, losses, or damages.