Formal Undertaking

by the Direct Supplier pursuant to the Act on Corporate Due Diligence in Supply Chains (LkSG)

As a (future) contractual partner of us, Rhenus Group, or one of our affiliated companies ("Rhenus Company"), you (the "Contractual Partner") undertake to adhere to the following vis-à-vis the relevant Rhenus Company in accordance with the requirements of the German Act on Corporate Due Diligence in Supply Chains (LkSG):

1. The relevant Rhenus Company expects the Contractual Partner to respect the legal positions set out in Section 2 para. 1 LkSG and to avoid, eliminate and minimise the human rights and environmental risks and violations set out in Section 2 para. 2 and 3 LkSG in its own business operations and at its direct and indirect suppliers and to remedy any violations that occur in the manner required by the LkSG from an enterprise that is obligated pursuant to Section 1 LkSG. In this connection, the relevant Rhenus Company expects the Contractual Partner, if it falls within the scope of Section 1 LkSG, to establish an appropriate risk management system and fulfil the due diligence obligations pursuant to Section 3 LkSG.
   In the event that the Contractual Partner is not an enterprise that, in its own right or through attribution, falls within the scope of Section 1 LkSG, the relevant Rhenus Company expects the Contractual Partner to adhere to the expectations enshrined in the Human Rights Strategy of Rhenus Group and appropriately address compliance with those requirements along the supply chain (Section 6 para. 4 no. 2 LkSG). The human rights strategy outlined in the supplier self-disclosure includes respect for the legally protected rights under Section 2 para. 1 LkSG and compliance with the human rights and environmental prohibitions under Section 2 para. 2 and 3 LkSG. This is the sole basis of the expectations under this Formal Undertaking.
2. The Contractual Partner shall extend to the relevant Rhenus Company and its authorised representatives the opportunity, in accordance with Section 6 para. 4 no. 4 LkSG, to appropriately carry out risk-based controls in the form of rights to information, audits and the inspection of relevant documents of the Contractual Partner. For this purpose, the relevant Rhenus Company shall be entitled to enter the business premises and establishments of the Contractual Partner, accompanied by the Contractual Partner and with advance notice (at least 48 h). The Contractual Partner shall cooperate appropriately in these controls.
3. The Contractual Partner shall report to the relevant Rhenus Company without delay any serious breaches which come to its attention if such breaches have had or will have an impact on the supply relationship with the Rhenus Company.
4. Where there are specific, material risks in the business area of the Contractual Partner or its suppliers, the Contractual Partner agrees to discuss those circumstances and possible special preventive measures with the relevant Rhenus Company, if those specific, material risks affect the supply relationship with the Rhenus Company.
5. In the event of material violations, the Contractual Partner shall cooperate in the measures set out in Section 7 para. 2 LkSG if and to the extent that they are reasonably requested by the relevant Rhenus Company.
6. The obligations arising from this Undertaking are essential contractual obligations within the framework of the (future) contracts between the Rhenus Company and the Contractual Partner. In the event of a breach of those obligations, the Rhenus Company reserves the right to terminate the contracts on which the business relationship is based in accordance with the applicable contractual or legal regulations if other means are not available and an increase in the ability to influence does not appear likely. The Formal Undertaking shall be binding without limitation once it is received by Rhenus Group as the receiving agent for the relevant Rhenus Company by email, fax or post. It shall also be binding if the Contractual Partner does not receive a notice of receipt from the relevant Rhenus Company.

7. This Undertaking is governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The termination options under this Undertaking are governed by the law governing the contractual relationship which is terminated in the case in question.

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Date

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Signature of the Contractual Partner's authorised representative

Company stamp