

## **GDS ANTI-CORRUPTION POLICIES AND PROCEDURES**

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## 1 Definitions

For the purposes of this policy (referred to as the “GDS Anti-Corruption Policy”), the following definitions shall apply:

- 1.1 **“Covered Government Officials”** refers to employees, officers, directors, and representatives of any Government or Government-Related Entity. This term also includes employees, officers, directors, and representatives of public international organizations (such as the United Nations and the World Bank), political party officials, military personnel, judicial authorities, and candidates for political office.
- 1.2 **“Facilitation Payments”** means payments made for the purpose of expediting or securing routine government action by a government official, political party, or party official. Routine government actions include: a) obtaining permits, licenses or other government official documents to qualify a person to do business in a country other than the United States; b) processing governmental papers, such as visas and work orders; c) providing police protection, mail pick-up and delivery, or scheduling inspection associated with the contract performance, or inspections related to transit or goods across country; d) providing phone services, power and water supply, loading and unloading cargo, or protecting perishable products or commodities from deterioration; or e) actions of a similar nature.
- 1.3 **“GDS”** or the **“Company”** refers to GDS Holdings Limited.
- 1.4 **“GDS companies”** means GDS and all GDS wholly-owned or partially-owned entities, companies, and variable interest entities.
- 1.5 **“Government”** means any government and government department, agency, or public international organization.
- 1.6 **“Government-Related Entities”** refers to 1) SOE, 2) companies in which the government owns less than a controlling share (50%) of stocks, 3) companies whose management, board of directors, or shareholders consist of officials, or former officials; 4) government-backed business associations; 5) non-enterprise organizations or public institutions owned or controlled by government public organizations. Should you have any questions about the definition of “Government-Related Entities”, please consult with the Legal and Compliance Department.
- 1.7 **“OA system”** refers to the office automation system used by GDS.
- 1.8 **“Sensitive Period”** refers to a period during which a gift, hospitality, and other expenses or payment may be perceived by a reasonable and objective person as influencing a specific decision to be made by the recipient. For example, a period where 1) the Company is in the process of applying for license / permits and 2) the Company is attending an open bidding of the government purchase.
- 1.9 **“SOE”** means state-owned or controlled entities. In this GDS Anti-Corruption Policy, it refers to any entities in which the state directly or indirectly owns 50 percent of stakes or more, or otherwise holds voting rights or effective ownership whereby control over the direction and management of such entity is exercised.

## 2 Introduction to Applicable Anti-Corruption Laws

- 2.1** The GDS companies and their employees are required to comply with all anti-corruption laws applicable to GDS's operations, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the anti-corruption and anti-bribery laws of the People's Republic of China ("PRC"), Hong Kong SAR, Singapore, Malaysia, Indonesia, Macau SAR (together, the "Anti-Corruption Laws").
- 2.2** This section provides an overview of the applicable Anti-Corruption Laws. All employees of GDS companies are required to adhere to the requirements of Anti-Corruption Laws in the jurisdictions in which they operate as well as applicable laws of other jurisdictions.

### **US Foreign Corrupt Practices Act**

- 2.3** The Foreign Corrupt Practices Act ("FCPA") of 1977 is a United States federal law that makes it unlawful for persons and entities subject to the jurisdiction of the FCPA to make payments or to grant anything else of value to foreign government officials to assist in obtaining or retaining business.

- 2.3.1** The FCPA has two main components:

- The anti-bribery provisions of the FCPA prohibit offering to pay, paying, promising to pay, or authorizing the payment of money or anything of value to a foreign official in order to influence any act or decision of the foreign official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business.
- The accounting provisions of the FCPA have two primary requirements. First, the books and records provision requires that issuers make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer. Second, the internal controls provisions require that issuers devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that, among other things, transactions are executed in accordance with management's general or specific authorization, access to assets is permitted only in accordance with management's general or specific authorization, and transactions are recorded as necessary to permit a preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets.

- 2.3.2** Who is subject to the FCPA?

The anti-bribery provisions apply to "issuers," "domestic concerns," and "persons" other than "issuers or domestic concerns."

- An "issuer" is generally a company (U.S. or foreign) that has a class of securities (including so-called American Depositary Receipts) traded on a U.S. exchange or is an entity that is otherwise required to file reports with the SEC. Because GDS is publicly listed in the United States, it qualifies as an "issuer," and thus it is subject to both the anti-bribery and the accounting provisions of the FCPA. In other words, the FCPA applies to the conduct of GDS and all of its employees anywhere in the world, including in the PRC.

- A “domestic concern” is generally any business form (e.g., private corporations, limited liability companies, partnerships, sole proprietorships) with a principal place of business in the U.S. or organized under U.S. law. A “domestic concern” also includes “any individual who is a citizen, national, or resident of the U.S.”
- The FCPA also applies to non-U.S. entities and non-U.S. individuals who engage in conduct “while in the territory of the United States” in furtherance of a corrupt payment (or offer of payment) in violation of the FCPA.

### **2.3.3 “Bribery”**

Bribery is defined as offering or providing an inducement to someone in order to influence any decision affecting an entity’s business or contributing to the personal gain of an individual. “Improper purposes” include but are not limited to: (1) influencing any act or decision of such person; (2) inducing such person to do or omit any act in violation of a lawful duty or in breach of trust; (3) securing an improper advantage; (4) inducing such person to use his/her influence with a government entity; and (5) inducing such person to breach his/her duties with respect to the sale of goods and services.

Bribery needs not require payment to actually change hands. A bribe can take many forms, including an irregular payment of money (such as “kick-backs,” secret commissions, and similar payments), a payment in-kind (including any non-cash items of value such as travel, golf outings, loans on favorable interest rates or repayment terms, etc.), or an inappropriate gift. A bribe may also be made indirectly via a third party, such as an agent or other intermediary.

### **2.3.4 “Foreign Officials”**

The FCPA defines “foreign officials” as “any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organizations.”

According to A Resource Guide to the U.S. Foreign Corrupt Practices Act issued by the Criminal Division of the U.S. Department of Justice and the Enforcement Division of the U.S. Securities and Exchange Commission, Second Edition, dated November 25, 2020 (the “FCPA Resource Guide”), the term “instrumentality” is broad and can include state-owned or state-controlled entities. Whether a particular entity constitutes an “instrumentality” under the FCPA requires a fact-specific analysis of an entity’s ownership, control, status, and function. The FCPA Resource Guide recommends that companies consider the following non-exhaustive factors to determine whether the government “controls” an entity:

- the foreign government’s formal designation of that entity;
- whether the government has a majority interest in the entity;
- the government’s ability to hire and fire the entity’s principals;

- the extent to which the entity's profits, if any, go directly into the governmental fiscal accounts, and, by the same token, the extent to which the government funds the entity if it fails to break even; and
- the length of time these indicia have existed.

The term “foreign official” includes traditional foreign government leaders (such as presidents, prime minister, and other heads of state) as well as employees of various foreign government departments and agencies such as tax officials, customs officials, and others tasked with issuing foreign government licenses, permits, certifications, etc.

Additionally, “foreign officials” include officers, directors, and employees of government-owned or government-controlled entities. This term also includes political parties and party officials as well as candidates for political office. In some circumstances, the granting of a gift or other benefit to a close relative of a “foreign official” can run afoul of the anti-bribery provisions of the FCPA.

### **2.3.5 “Anything of Value”**

The term “anything of value” is not limited to cash payments, but rather, includes a broad range of benefits provided directly or indirectly to foreign officials, including but not limited to the following:

- Cash or other benefits (discounts, loans, providing use of cars for an extended period of time, etc.);
- Gifts, such as cars, jewelry, wine, vases, etc.;
- Travel and hospitality expenses;
- Personal services (construction services, jobs for family members, etc.);
- Honors (awards that come with a monetary or other “prize”; charitable donations in the name of the officials, etc.)
- Educational or executive training expenses;
- Promise of future employment;
- Shares or dividends of a company.

### **Anti-Corruption Laws of the PRC**

**2.4** The Criminal Law of the PRC (the “PRC Criminal Law”) together with the Anti-Unfair Competition Law of the PRC (the “PRC Anti-Unfair Competition Law”) (collectively, the “PRC Anti-Corruption Laws”) prohibit bribery misconduct in both the public and private sectors and penalize the providers and recipients of bribes.

**2.4.1** The “official bribery” offense under the PRC Criminal Law prohibits the giving or offering of money or other properties to “state functionaries” in order to seek

illegitimate gains. The prohibited recipients of bribes include not only state functionaries, but also their close relatives or any other person having a close relationship with the state functionaries. Moreover, the provision or offering of bribes to governmental or quasi-governmental entities such as state organs, state-owned companies, enterprises, institutions and other People's organizations can result in criminal liability under PRC law.

- 2.4.2** The term “State Functionaries” refers to the personnel of any government department or institution, state-owned corporation or enterprise, or People's organization. This term also includes personnel “assigned” by any such governmental organization or state-owned corporation to engage in public service in connection with non state-owned corporations, enterprises, institutions, and social organizations as well as any other personnel performing public functions according to the law. According to the PRC Criminal Law, the PRC National Supervision Law and the PRC Civil Servants Law, for purposes of this GDS Anti-Corruption Policy, this term should be broadly interpreted to additionally include any arbitral or judicial authority; any quasi-governmental organization; any state-owned enterprise or partially state-owned business, including enterprises or businesses owned by divisions of the People's Liberation Army; any political party; or any public international organization.
- 2.4.3** The PRC Criminal Law also prohibits “commercial bribery,” which is defined as the giving or offering of any property of relatively large amount to personnel of a company, an enterprise, or any other entity for the purpose of obtaining illicit benefits. Perpetrators can be subject to criminal fines and detention, including up to ten years imprisonment when the amount of the bribe meets certain value thresholds.
- 2.4.4** The PRC Criminal Law also prohibits the giving or offering of property to any government authority, state-owned company, enterprise, public institution or People's organization for the purpose of seeking illicit benefits or offers commission or handling charges in any name in violation of the provisions of the state in economic exchanges.
- 2.4.5** Additionally, the PRC Anti-Unfair Competition Law imposes administrative penalties for commercial bribery. Under this law, “business operators” are prohibited from resorting to bribery, by offering money or goods or by any other means, to any of the following entities or individuals, in order to seek a transaction opportunity or competitive advantage: (1) any employee of the counterparty in a transaction; (2) any entity or individual entrusted by the counterparty in a transaction to handle relevant affairs; or (3) any other entity or individual that is to take advantage of powers or influence to influence a transaction. Discounts to a transaction counterparty or commissions to the middleman of a transaction in the course of transaction activities are allowed only if such discounts or commissions are correctly entered into the accounting books.

### **Anti-Corruption Laws of the Hong Kong SAR**

- 2.5** The Prevention of Bribery Ordinance (“POBO”) is the primary source of anti-corruption law in Hong Kong. The POBO covers both public and private sector bribery.

- 2.5.1** A person commits a public sector bribery offence if, without lawful authority or reasonable excuse, he or she offers any advantage to a public servant for the purpose of obtaining the performance or non-performance of the public servant's official duties. The legislation provides a list of possible examples of public servant actions that would apply, such as expediting or delaying performance of a duty, assisting a person in the transaction of business with a public body, etc.
- 2.5.2** A person commits a private sector bribery offence if he or she solicits, offers or accepts, without the permission of his/her principal, any advantage for doing or forbearing to do any act in relation to his/her principal's affairs or business. An advantage may take any form such as money, gifts, loans, fees, remuneration, commissions, etc., although, in certain circumstances, entertainment is exempted. There is no *de minimis* threshold.
- 2.5.3** Under the legislation in Hong Kong, there is no specified dollar value that would generally be considered reasonable or customary for a gift accepted by a public officer in his public capacity or by a private sector agent.
- 2.5.4** However, the law has specifically excluded entertainment from the prohibited "advantage." "Entertainment" under the POBO means the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment provided at the same time.
- 2.5.5** No maximum dollar value is prescribed for entertainment (including meals) although guidance has been provided by the Civil Servants' Guide to Good Practices which warns against providing or accepting any lavish, unreasonably generous or frequent entertainment to civil servants.

### **Anti-Corruption Laws of Singapore**

- 2.6** The Prevention of Corruption Act 1960 ("PCA") is the primary legislation regulating bribery and corruption in Singapore. It applies to both private and public sector bribery.
- 2.6.1** Under Section 5 of the PCA, a person is guilty of a corruption offence if he, amongst other things, corruptly gives, promises or offers to any person, any gratification as an inducement to or reward for any matter or transaction. Section 5 of the PCA applies to both public sector and private bribery.
- 2.6.2** Under the PCA, the corrupt solicitation or the corrupt offer of gratification is sufficient to constitute an offence, so a person could be found liable even if his corrupt offer was rejected or not acted upon.
- 2.6.3** The definition of "gratification" under the PCA is very broad, and may include any items of value, including any service, favor or advantage. There is no *de minimis* threshold under the PCA. The PCA also does not provide any safe harbor monetary guidelines for gifts, hospitality expenses or other entertainment.
- 2.6.4** The PCA or related legislation does not prescribe any maximum dollar value for entertainment or gifts to public officials. Domestic public officials are subject to the Public Service Instruction Manual, which sets comprehensive rules on how

Singapore public officials should act in order to avoid corruption. The Instruction Manual provides, amongst other things, that public officers are not allowed to accept gifts and entertainment on account of their official position or official work.

- 2.6.5** While most prosecutions under the PCA have been against individual directors or employees who gave or offered bribes to third persons, it is also possible for an entity to attract liability under the PCA. An entity will attract criminal liability under the PCA where the corruption offence is committed by a person in control of the entity's affairs, such that the entity can be said to think or act through this person.

### **Anti-Corruption Laws of Malaysia**

- 2.7** The primary anti-corruption legislation in Malaysia is the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), which applies to both public sector and private sector corruption.
- 2.7.1** Under Section 16 of the MACC Act, a person is guilty of an offence if he, amongst other things, corruptly solicits, receives or agrees to receive any gratification as an inducement to or a reward for any person doing or forbearing to do anything in respect of any matter or transaction.
- 2.7.2** Likewise, a person will also be guilty of an offence if he, amongst other things, corruptly gives, promises or offers any gratification as an inducement to or a reward for any person doing or forbearing to do anything in respect of any matter or transaction.
- 2.7.3** While Section 16 of the MACC Act applies to both public and private sector corruption, public sector corruption can also be prosecuted under Sections 21 and 22 of the MACC Act, which covers bribery of an officer of a Malaysian public body, and bribery of a foreign public official.
- 2.7.4** The penalty for violating Sections 16, 21 or 22 of the MACC Act is severe. Any person who commits an offence can be liable to imprisonment not exceeding twenty years, and a fine not less than five times the sum of the gratification in question or RM10,000, whichever is higher.
- 2.7.5** There is no *de minimis* threshold under the MACC Act. Under the Act, "gratification" has been defined very broadly, and can include both pecuniary and non-pecuniary reward, advantage and/or consideration of value.
- 2.7.6** In June 2020, the MACC Act was amended to incorporate corporate liability. Under the new Section 17A of the MACC Act, corporations can also be held liable for bribery if a person associated with it corruptly gives, offers or promises any gratification to any person with an intent to obtain or retain business or a business advantage. This being said, under Section 17A(4) of the MACC Act, it is a defense if a corporation can prove on a balance of probabilities that adequate procedures have been designed to prevent persons associated with the commercial organization from undertaking corrupt conduct.

### **Anti-Corruption Laws of Indonesia**

- 2.8** Indonesia has two primary laws that deal with bribery and corruption, being Law No. 11 of 1980 on the Criminal Act of Bribery (the “Indonesia ABL”) and Law No. 31 of 1999 on the Eradication of Crimes of Corruption, as last amended by Law. No 20 of 2001 (the “Indonesia ACL”). Both the Indonesia ABL and Indonesia ACL deal mainly with bribery in the public sector, and the Indonesian legal system does not have specific regulations for bribery in the private sector.
- 2.8.1** Under Article 2 of the Indonesia ABL, it is an offence if one gives or promises something, whether in the form of tangible or intangible object, with a corrupt intent to persuade or influence the recipient to do or not do something related to his scope of duty in contrary with public interest. While prosecutions under Article 2 of the Indonesia ABL mostly relate to bribery of public officials, because “public interest” is not defined in the Indonesia ABL, it could technically be used to apply to bribery given to private entities or officers of private entities, to the extent that the business that the private entity is involved in relates to matters of a public interest (e.g. a toll company operating tools on serving a public highway).
- 2.8.2** The punishment for a breach of Article 2 of the Indonesia ABL is imprisonment of up to five years and a fine of up to IDR 15 million.
- 2.8.3** As for the Indonesia ACL, under Article 5 of the Indonesia ACL, anyone who (i) gives or promises to give something to a civil servant or state administrative official with the intention that the recipient do or not do something that is contrary to his obligations; or (ii) gives something to a civil servant on connection with something that is contrary to his obligations shall be guilty of an offence. The definition of public official is fairly wide, and includes employees and officers of corporations financed by or using the facilities of the state or the public.
- 2.8.4** The penalty for violating Article 5 of the Indonesia ACL is imprisonment of one to five years and/or a fine of between IDR 50 and 250 million.
- 2.8.5** While Indonesian law does not specifically recognize compliance programs as instruments to mitigate or eliminate liability for corporate entities, in a recent judicial guidance titled Supreme Court Regulation on the Management of Criminal Cases Committed by Corporations, new parameters were introduced by the Indonesian courts to assist judges in determining corporate liability. Amongst other things, the court, when determining liability, should assess whether (i) the corporation has profited or benefited from the crime; (ii) the corporation has permitted the crime to take place and (iii) whether the corporation has implemented preventive measures such as compliance program and training.

### **Anti-Corruption Laws of Macau SAR**

- 2.9** The primary legislation governing public sector corruption in Macau is the Macau Penal Code, as amended by Law 17/2009 (“Macau Penal Code”), while the Law 19/2009 on the Prevention and Suppression of Bribery in the Private Sector (“PSBPS”) governs private sector corruption.
- 2.9.1** Under Article 339 of the Macau Penal Code, it is an offence for any person to give or promise any undue advantage (whether pecuniary or non-pecuniary) to a public servant in order to influence the public servant, or to give or promise to give to a

third person such advantage with the knowledge of the public servant to act or refrain from performing an act in breach of the public servant's official duties. The definition of public servant includes an office holder of any body or department with public powers, as well as any member of any staff at any level of a public body with capital mostly coming from public funds, including but not limited to a public utility licensed company or public property licensed company. The maximum penalty for giving a bribe under Article 339 of the Macau Penal Code is three years imprisonment.

- 2.9.2** As for private sector, it is an offence under Articles 3 and 4 of the PSBPS to give or receive any undue pecuniary or non-pecuniary advantage as a reward for acting or refraining from acting in a particular manner in violation of one's functional duties. The maximum penalty for accepting a bribe in the private sector is three years imprisonment, while the maximum penalty for giving a bribe in the private sector is two years imprisonment.
- 2.9.3** There is no provision in the Macau Penal Code or PSBPS that allows a corporation to be excused from criminal liability solely based on the implementation of adequate anti-bribery procedures. This being said, having adequate procedures to deter or detect corruption may be a relevant factor considered by the court during mitigation.
- 2.9.4** There does not appear to be a *de minimis* threshold under the Macau Penal Code or PSBPS, although pursuant to the Guidelines on the Professional Ethics and Conduct issued by the Commission Against Corruption which applies to public officials, public officials should only never accept gifts or souvenirs, but if they do, they should be of symbolic value. As such, all things being equal, gifts of symbolic value to public officials are less likely (as opposed to gifts of significant value) to be construed as a bribe in violation of the Macau Penal Code or PSBPS.
- 2.10** The Policies and Procedures set forth in this document focus primarily on compliance with the laws set out above. However, employees of the GDS companies must comply with other relevant local laws in the countries in which GDS or GDS companies operate, which may impose stricter requirements. To the extent employees have any questions about the terms of this GDS Anti-Corruption Policy or any applicable Anti-Corruption Laws, they should promptly raise them with the General Counsel and Compliance Officer (hereinafter referred to as "GCCO").

### **3 Compliance Organization**

- 3.1** The Board of Directors serves as the highest decision-making body for GDS's anti-corruption compliance-related matters and supervises and monitors the anti-corruption related internal controls. Governed by the Board of Directors, the Audit Committee is responsible for reviewing GDS's relevant policies and programs to monitor compliance with the Anti-Corruption Laws and the Company's Code of Business Conduct. The overall anti-corruption compliance practices and major issues (if any) are reviewed during Audit Committee meetings. The Audit Committee reviews and reports to the Board of Directors regularly the adequacy and effectiveness of the Company's internal controls, highlights any major issues identified related to anti-corruption compliance and the findings of internal auditors and external auditors for the board's decision. Furthermore, those who are determined by the Audit Committee to may be potentially involved in an ongoing

investigation of anti-corruption compliance violations shall not take part in any decision made by the Audit Committee or Board of Directors regarding the relevant matters.

- 3.2** The Ethics Committee is hereby organized and delegated by the Audit Committee to handle the anti-corruption compliance-related matters on a routine basis. Members of the Ethics Committee include: the CEO, CFO, GCCO, Internal Control VP and other members appointed by the Audit Committee. The Ethics Committee meets quarterly to review the overall anti-corruption compliance practices and major issues, if any. The Chairman of the Ethics Committee, assigned by the Audit Committee, acts as the permanent representative of the Ethics Committee and is entitled to call a meeting of the Ethics Committee when necessary.

The Ethics Committee assumes the following responsibilities:

- Monitoring anti-corruption compliance practices and major issues.
  - Reviewing the overall anti-corruption compliance practices and major issues (if any) at Ethics Committee meetings. The Ethics Committee reports major issues to the Audit Committee, including whistleblower reports related to anti-corruption compliance.
  - Issuing the GDS Anti-Corruption Policy and oversight of the enforcement and promulgation of this policy within the GDS companies.
  - Reviewing the GDS Anti-Corruption Policy on a regular basis.
  - Determining the compliance management structure.
  - Preparing the annual budget for the anti-corruption compliance function.
- 3.3** The Business Unit (“BU”)/Department Head should be held accountable (i.e., immediately responsible) for the approvals granted in relation to anti-corruption compliance. This includes, for example, business partner/customer background checks, travel, and hospitality expenses, and gift approvals. The GCCO serve a consultation role and will review the approval afterwards from a reasonableness perspective.
- 3.4** Given the potential liability that the GDS companies may attract under the FCPA if it is found to have engaged in bribery, unless otherwise decided by the Audit Committee, GDS shall retain an external counsel to conduct an FCPA compliance audit on the compliance of the FCPA in the jurisdictions that GDS companies are operating in, with each audit taking place at least once every two years. The external counsel should promptly report its findings, including any compliance issues or risk factors identified, to the GCCO, who shall report further to the Ethics Committee and the Audit Committee.
- 3.5** The GDS Internal Control Department shall also be responsible for working with the GCCO on the implementation of GDS’s anti-bribery policies and procedures, including the establishment of relevant anti-bribery procedures and processes and participating in the relevant anti-bribery investigations.

## **4 General Policy**

### **4.1 Avoid Even the Appearance of Impropriety**

#### **4.1.1 No Giving of Any Items of Value for Improper or Corrupt Purposes**

GDS strives to uphold the highest possible ethical standards and has zero tolerance with respect to corruption. GDS does not tolerate even the appearance of impropriety in the actions of its companies, directors, management personnel, employees, and vendors (including third-party agents, consultants, joint venture partners, and any other third-party intermediaries that act on GDS's behalf). Accordingly, the prohibitions and requirements of this GDS Anti-Corruption Policy are designed not merely to comply with the Anti-Corruption Laws, but also to avoid even the appearance of questionable conduct in connection with GDS's operations. This prohibition also extends to all types of bribery – public sector bribery, private sector bribery or the making of Facilitation Payments.

Therefore, GDS sets a clear prohibition on all corrupt conduct: all directors, management personnel, employees, and business partners of the GDS companies are strictly prohibited from engaging in bribery or corrupt activities of any kind for any purpose, including but not limited to for the Company's benefit, the employee's (or business partner's) benefit, or for the benefit of any of the employee's family, friends, or business associates.

In particular, all employees and other individuals or entities acting on behalf of or for the benefit of the GDS companies must not:

- make or authorize an offer, promise, gift, or payment;
- of anything of value (as described above);
- to any individual or entity, whether government-affiliated or not;
- either directly or indirectly through any intermediary;
- for the purposes of;
- securing an improper advantage, inducing the recipient to misuse his or her position, or inducing the recipient to act inconsistently with the legitimate obligations of his or her position.

All employees and individuals acting on behalf of the GDS companies shall comply strictly with this GDS Anti-Corruption Policy and all related policies.

#### **4.1.2 No Acceptance of Any Items of Value Given for Improper or Corrupt Purposes**

Gifts may only be accepted by an employee of the GDS companies where they are of "insignificant value" and do not compromise, or are unlikely to be perceived to compromise, the recipient's integrity or objectivity.

Employees and individuals acting on behalf of the GDS companies shall not accept

any offer, promise, gift or payment of anything of value for the purpose of providing an improper advantage to any third party, or if such acceptance would raise questions about GDS's integrity or conduct.

#### **4.2 Accurate Record Keeping and Document Retention**

The Company should make and keep books, records, and accounts that, in reasonable detail, accurately and transparently reflect transactions in conformity with generally accepted accounting principles and effectively prevent off-the-books slush funds and payments of bribes.

#### **4.3 Adherence to Internal Controls**

The Company should devise and maintain a system of internal accounting controls sufficient to assure management's control, authority, and responsibility over the Company's assets, as well as provide reasonable assurance that:

- Transactions are executed in accordance with management's general or specific authorization;
- Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (ii) to maintain accountability for assets;
- Access to assets is permitted only in accordance with management's general or specific authorization; and
- The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

#### **4.4 Application**

This GDS Anti-Corruption Policy applies to the GDS companies, as well as to the directors, management personnel, and employees of the GDS companies. This GDS Anti-Corruption Policy also has certain applications to business partners (including third-party agents, consultants, joint venture partners, and any other third-party intermediaries if or when acting on GDS's behalf). In particular, the GDS Anti-Corruption Policy contains standards of conduct and practices that must be followed in representing the GDS companies before the Government or Government-Related Entities. Therefore, it is crucial that the relevant requirements of this GDS Anti-Corruption Policy are provided and otherwise communicated to business partners at the outset of the relationship and at appropriate times thereafter.

#### **4.5 Training**

Regular training on this GDS Anti-Corruption Policy will be provided to all directors, officers and employees, on at least an annual basis. Training on this GDS Anti-Corruption Policy will also be provided to business partners (including vendors, agents, consultants, joint venture partners, and any other third-party intermediaries

acting on behalf of the GDS companies) where required. Training on this GDS Anti-Corruption Policy will also be provided to any new employees when they join the GDS companies. Should there be any changes to this GDS Anti-Corruption Policy, training on the changes is to be carried out within one month of the issuance of the updated policy.

#### **4.6 Compliance Confirmation**

All employees are required to provide a declaration on an annual basis, affirming his/her anti-corruption compliance practices and disclosing his/her interest relationships with any of the following: business partners, suppliers, the Government, Government-Related Entities, Covered Government Officials, and competitors.

Any failure to comply with this disclosure requirement will be subject to the disciplinary consequences detailed in Section 5.

#### **4.7 Consultation**

This GDS Anti-Corruption Policy is intended to provide guidance on anti-corruption compliance requirements. However, anti-corruption matters may not be always clear and thus may require guidance on a case-by-case basis. In particular, in all situations where there is any doubt relating to interactions with Covered Government Officials, employees should consult the GCCO before proceeding with any actions.

#### **4.8 Reporting Violations**

When in doubt if any behavior is appropriate, an employee should consult the GCCO as soon as possible.

Anyone (including employees and external parties) who suspects that there may have been a violation of the GDS Anti-Corruption Policy, or applicable Anti-Corruption Law must immediately notify their supervisors, the GCCO, the Ethics Committee or the Audit Committee. Any person who, in good faith, reports suspected legal, ethical, or policy violations will not suffer any adverse consequence for having done so.

In particular, employees or third parties who wish to report the suspected violation anonymously, may submit a confidential report to the GCCO, the Ethics Committee or Audit Committee by any of the following means:

1. in writing to the Company, Attn: [Audit Committee, Ethics Committee or the GCCO], 4th&5th Floor, Building C, Sunland International, No.999, Zhouhai Road, Pudong, Shanghai, People's Republic of China 200137; or
2. by sending an e-mail to [Ethics@gds-services.com](mailto:Ethics@gds-services.com); or
3. by calling the hotline or leave a voice mail at +86 21 5831 5858 (available 24/7).

These reports will then be handled pursuant to the rules and procedures of GDS's Policy and Procedures for Reporting Possible Improprieties in Matters of Financial

Reporting or Other Matters – *the GDS Whistle Blowing Policy* (the “Whistleblower Policy”). Please refer to the Whistleblower Policy for further details.

#### **4.9 Violations**

Any violations of this GDS Anti-Corruption Policy will result in the imposition of appropriate disciplinary actions as described herein. If any employee is unsure about whether a particular cause of action would violate this rule, the employee is advised to consult the GCCO, or failing which, to err on the side of caution and not proceed with the said course of action.

Violations of this GDS Anti-Corruption Policy will not be tolerated and will be subjected to disciplinary measures. See Section 5 for more information.

#### **4.10 Specific Policy and Procedures**

Please see Section 6 for further guidance on specific areas that may pose anti-corruption risks (e.g., bidding, gifts, and hospitality).

### **5 Consequences of Violations**

Compliance with this GDS Anti-Corruption Policy is mandatory, and violations will not be tolerated. Violations will result in the imposition of one or more of the following consequences, as appropriate:

- A warning
- A reprimand (recorded on the individual’s permanent personnel record)
- Observation
- Demotion
- Compensation clawback
- Temporary suspension
- Discharge
- Required reimbursement of losses or damages
- Criminal prosecution or civil actions.

The GCCO, together with the Internal Control Department and the Human Resources Department will propose which of the above consequences shall be applied to the individual who violated this GDS Anti-Corruption Policy, and obtain the approval from the Ethics Committee. The Ethics Committee shall report the violations and the imposed consequences to the Audit Committee. The Company reserves the right to take all action necessary to safeguard its interests.

Additionally, business partners and other third parties acting on behalf of the GDS

companies will be subject to appropriate disciplinary actions, including potentially the termination of the business relationship and/or any further claims under contract and applicable laws, upon the determination that they committed a violation of this GDS Anti-Corruption Policy or any other applicable policies or laws.

## **6 Specific Policies and Procedures**

### **6.1 Customer Bidding Procedures**

#### **6.1.1 Policy**

Customer background check results must be reviewed and approved internally before the bidding documents are approved and submitted by GDS or before the relevant customer agreement is approved and executed by GDS.

#### **6.1.2 Procedures**

6.1.2.1 The Sales Department first prepares a Customer Background Form (Appendix I), and then submits the Application Form in OA system with the Customer Background Form and the bidding documents attached.

6.1.2.2 The Regional Sales Head reviews and approves the application in OA system.

6.1.2.3 The Legal and Compliance Department then reviews the application and carries out due diligence on the customer's background. The due diligence conducted should be risk-based and tailored based on such factors as the size and location of the customer's operations, the customer's industry, and whether the customer has any connections with the Government or Government-Related Entities.

6.1.2.4 If any exceptions are noted in the background check, the GCCO should be notified. The GCCO will then assess the risk, conduct additional diligence as needed, and will then decide whether the potential customer can be accepted.

6.1.2.5 When the customer is identified as a Government, a Government-Related Entity or a Covered Government Official, the account will be flagged accordingly in the SAP system (e.g., tag as "Z001").

6.1.2.6 After winning the bidding for the customer, the Sales Department should follow the new customer acceptance procedures stipulated in Section 6.2.2.

### **6.2 New Customer Acceptance**

The following process should be followed for the acceptance of any new customer and the account setup in customer master file in the SAP system.

#### **6.2.1 Policy**

Background check results must be reviewed and approved internally before the bidding documents are submitted by GDS, or where bidding is not applicable, before any legally binding customer contract is approved and executed by GDS.

For long-term contract customers, updated due diligence review should be conducted at least every three years or where it is determined that the customer's risk-profile has changed (for example, because they have changed industries or have expanded operations to new markets). Updated due diligence review should be conducted prior to the renewal of existing customer contracts which shall apply to instances where the customer has multiple contract renewals within a year.

## **6.2.2 Procedures**

- 6.2.2.1 The Sales Department prepares and submits the Customer Background Form and the Credit Risk Evaluation Form via the OA system.
- 6.2.2.2 The Regional Sales Head reviews and approves the Credit Risk Evaluation Form in OA system (Appendix I).
- 6.2.2.3 The Legal and Compliance Department then reviews the Credit Risk Evaluation Form and carries out due diligence on the customer's background. The due diligence conducted at this stage should be risk-based and is dependent on the level of due diligence already conducted on the customer at the bidding stage and the results of such due diligence.
- 6.2.2.4 If any red flags are raised in any of the background checks (for example, the customer has a history of conducting business in sanctioned countries), the Legal and Compliance Department should forward the Sales Contract Approval Form, together with the supporting documents, to the GCCO via the OA system to further assess the risk and decide whether the potential customer can be accepted. The GCCO should also be consulted as necessary to assess such risks.
- 6.2.2.5 The approved Credit Risk Evaluation Form is sent via OA system to the system master data administrator who then sets up a new customer account in the SAP system.
- 6.2.2.6 When the customer is identified as a Government, a Government-Related Entity or a Covered Government Official, the account should be flagged accordingly in the SAP system (e.g., tag as "Z001").

## **6.3 New Vendor Acceptance**

The following process should be followed for the acceptance of new business partners (including vendors, suppliers, third-party agents, consultants, joint venture partners, and any other third-party intermediaries if or when acting on GDS's behalf). In particular, this process relates to the contracting, tendering, and setting up of new vendor accounts in the master file in the SAP system.

### **6.3.1 Policy**

During the tendering process (or before entering a legally binding contract with the potential business partner in cases where tender procedures are not required), a completed and approved New Vendor Creation Request Form, along with proper due diligence reports, must be prepared. A contract will not be signed with a new

business partner without due diligence procedures first being conducted.

A Compliance Certificate for Vendors and Business Partners of GDS should be signed by the new vendor or business partner (Appendix II).

In order to ensure that all necessary due diligence procedures are conducted, the GCCO must be informed of all relationships or potential relationships with business partners retained to represent the GDS companies or assist in their business, including but not limited to those retained to provide consultancy services, process company license applications, develop new markets, and provide any other third-party services.

### **6.3.2 Procedures**

- 6.3.2.1 The Procurement Department sends the Third-Party Due Diligence Questionnaire (including the Compliance Certificate for Vendors and Business Partners of GDS) (Appendix II) to business partners for completion and execution. Please use the version for corporates for business partners who are corporations or entities and the version for individuals for business partners who are individuals.
- 6.3.2.2 The Procurement Department completes the New Vendor Creation Request Form in the OA system by providing basic background information and documents, including the questionnaire mentioned in Section 6.3.2.1.
- 6.3.2.3 All business partner engagements shall require the execution of written contracts. Such contracts shall to the extent possible contain appropriate compliance language specifically requiring the business partner to comply with the Anti-Corruption Laws, the GDS Anti-Corruption Policy, and any other applicable laws or policies. Wherever possible, the contracts should also include language expressly permitting the GDS companies to take appropriate actions against business partners found to have violated GDS's policies or applicable laws, including termination of the relationship and other remedial measures. The contracts should also to the extent possible include an audit provision, permitting GDS to access the partner's books and records relevant to its relationship with GDS.
- 6.3.2.4 If the business partner is a third-party agent, consultant, joint venture partner, or any other third-party intermediary if or when acting on GDS's behalf for dealing with Governments, Government-Related Entities or Covered Government Officials, the following information should be clearly stated in the request form: reason for engaging the business partner, service history of the business partner, whether it is being engaged for a one-time service or a long-term contract, whether the business partner has any known risk areas (such as connections with the Government or Government-Related Entities), and any other pertinent information about the background or engagement of the business partner.
- 6.3.2.5 The Legal and Compliance Department must carry out the verification of the business partner background and complete all applicable due diligence checks. The due diligence conducted on the business partner should be risk-based and

tailored based on such factors as the nature of the services that the business partner will be conducting for GDS, the business partner's industry and track records, and whether the business partner has any connections with the Governments or Government-Related Entities. Upon the completion of the background check and due diligence procedures, the Legal and Compliance Department shall approve the New Vendor Creation Request Form in the OA system accordingly.

- 6.3.2.6 If any red flags are raised in the due diligence checks, the Legal and Compliance Department should forward the form, together with supporting documentation, to the GCCO in OA system to further assess the risk and decide whether the potential business partner can be accepted.
- 6.3.2.7 The request to engage the business partner must also be approved by the GCCO if the business partner is a third-party agent, consultant, joint venture partner, or any other third-party intermediary engaged to act on behalf of the GDS companies.
- 6.3.2.8 Once the new business partner has been approved, a request is sent via OA system to the system master data administrator who then sets up a new vendor account in the SAP system.
- 6.3.2.9 Under the following two situations, the vendor account should be flagged as "government / government-related" in the SAP system (tag by "Z001").
- A new vendor or business partner is identified as a Government, a Government-Related Entity or a Covered Government Official; or
  - The purpose of engaging a new vendor or business partner is to carry out a matter related to the Government, to Government-Related Entity, or to Covered Government Officials.
- 6.3.2.10 All contracts with vendors and other business partners shall to the extent possible contain the GDS companies' standard compliance provisions, as set out in Appendix III. Any request for amendments to (or non-inclusion of) these provisions shall be referred to the GCCO, whose decision on the language of these provisions shall be final.
- 6.3.2.11 The following documents should be properly retained in connection with the engagement of all business partners:
- A signed contract;
  - A signed Compliance Certificate for Vendors and Business Partners of GDS;
  - Completed New Vendor Creation Request Form;
  - Background check / due diligence check questionnaire and other related documents; and
  - Annual Anti-Corruption training certification.

### **6.3.3 Monitoring of Business Partners**

The GDS companies must take steps to monitor the conduct of existing business partners in their dealings with GDS companies to ensure their compliance with this GDS Anti-Corruption Policy and all applicable Anti-Corruption Laws. Updated due diligence checks on business partners should be conducted once a year. Also, updated due diligence checks should be conducted prior to the renewal of existing contracts with business partners which shall apply to instances where the business partner has multiple contract renewals within a year.

## **6.4 Gifts and Hospitality**

### **6.4.1 Prohibition against Improper Gifts and Hospitality**

6.4.1.1 As a baseline rule, to avoid violating the applicable Anti-Corruption Laws with respect to the provision of gifts or hospitality, all employees and other individuals or entities acting on behalf of or for the benefit of the GDS companies must not:

- make or authorize an offer or promise of gift or hospitality;
- of anything of value;
- to any individual or entity;
- either directly or indirectly through any intermediary;
- for the purposes of;
- securing an improper advantage, inducing the recipient to misuse his or her position, or inducing the recipient to act inconsistently with the legitimate obligations of his or her position.

6.4.1.2 While the terms of the above prohibition may seem self-explanatory, GDS employees and representatives should take care to read them broadly since the applicable Anti-Corruption Laws reach a wide variety of conduct outside of the typical bribery paradigm. For example, the term “anything of value” covers almost any tangible or intangible benefit that can be provided directly or indirectly to a Covered Government Official or other bribe recipient. This includes, but is not limited to, any of the following:

- Cash, cash equivalents, or other benefits (discounts, loans, providing use of cars for an extended period of time, etc.);
- Gifts, such as cars, jewelry, alcohol, and tobacco;
- Excessive hospitality expenses;
- Personal services (construction services, jobs for family members, medical services, etc.);

- Honors (awards that come with a monetary or other “prize”; charitable donations in the name of the officials, etc.);
- Educational or executive training expenses;
- Job opportunities, promise of future employment; or
- Shares or dividends of a company.

6.4.1.3 Employees must also keep in mind that the bribery prohibitions cover a wide range of bribe recipients, including both individuals and entities. As mentioned above, two main categories exist of bribe recipients: Covered Government Officials and commercial parties. The term “Covered Government Officials,” as used consistently with the GDS Anti-Corruption Policy, includes any of the following:

- Employees, officers, directors, and representatives of any Government or Government-Related Entities;
- Employees, officers, directors, and representatives of any public international organization such as the United Nations or the World Bank;
- Political parties, party officials, and candidates for political office;
- Military personnel and judicial authorities; and

6.4.1.4 In the commercial context, bribery recipients can also cover a range of individuals and entities including most notably employees of a transaction counterparty, other companies or individuals representing the counterparty in relation to the transaction (such as an agent or advisor), and any other companies or individuals holding influence over the counterparty.

6.4.1.5 Furthermore, the applicable Anti-Corruption Laws prohibit both direct and indirect bribery misconduct. In other words, parties are just as responsible for bribery misconduct when they make the improper payment (or other improper benefit) through an intermediary individual or entity, such as a consultant, advisor, family members or individuals with close relationships to the recipient, or any other third party.

## **6.4.2 Offering and Provision of Gifts**

Due to the broad scope of the Anti-Corruption Laws, GDS only allows its employees and representatives to provide or offer gifts in limited circumstances and pursuant to strict procedures. In many cases, gifts can be appropriate as a showing of goodwill or as a standard courtesy to build and maintain relationships with customers and business partners. However, where the gifts have any appearance of being bribes or are intended to influence any commercial decision or official actions, they are likely unlawful and must be avoided. If an employee has any doubt as to whether a particular course of action is unlawful, please consult the GCCO, or failing which, err on the side of caution and refrain from proceeding with this course of action.

#### 6.4.2.1 Impermissible Gift Categories

On the other hand, gifts and similar benefits must not be provided or offered when any of the following circumstances apply:

- The gift is being provided with the intent to obtain an improper commercial advantage or receive or retain business.
- The gift is being offered to influence an official governmental function, such as the granting of a license or other regulatory approval.
- The gift is being offered to receive preferential treatment or “grease the wheels” with regard to a standard, non-discretionary governmental function (e.g., Facilitation Payments).
- The gift is being offered as a “quid pro quo” (in other words, a reciprocal action is expected in exchange for the gift).
- The gift is likely to create a conflict of interest or the appearance of a conflict of interest.
- The gift is extravagant or in excess of the applicable value limits reflected in this policy.
- The gift is in cash or a cash equivalent (e.g., loans, red packets, gift cards, pre-paid phone cards, vouchers, per diem, etc.).
- The gift is inappropriate or is likely to reflect poorly upon GDS (for example, if the gift is offensive or of a sexual nature).
- The gift is illegal under any applicable law or otherwise violates GDS’s policies.
- The gift is impermissible under the policies of the recipient’s organization or will violate any contract or agreement between a GDS company and the recipient’s organization.

#### 6.4.2.2 Additional Rules for Gifts Offered and Provided to Covered Government Officials

6.4.2.2.1 In recognition of the significant risks posed by relations with Covered Government Officials, somewhat stricter rules and procedures apply for any gifts offered or provided to them. Whenever considering providing a gift (or any item of value) to a Covered Government Official, GDS employees need to be keenly aware of the particular circumstances. Specifically, GDS employees must consider whether there may be any suggestion (or appearance thereof) that the gift was made to improperly influence the Covered Government Official’s exercise of any of his/her official functions or to obtain any sort of improper business advantage on behalf of the GDS companies.

6.4.2.2.2 As a baseline, any gift provided to a Covered Government Official must comply

with all of the gift-giving rules and procedures described above. Furthermore, any such gifts for Covered Government Officials must comply with the following additional restrictions:

- Gifts cannot be issued during “Sensitive Periods” – periods where the gift may be perceived by a reasonable and objective person as influencing a specific decision to be made by the recipient, such as when the company is applying for a particular license or bidding procedures are ongoing.
- No gift should be provided to the family members and other individuals with close relationships to Covered Government Officials for purpose of improperly influencing the Covered Government Officials.
- Invitations to sporting events, shows, or other forms of entertainment are considered as gifts and are discouraged where the GDS employees do not accompany the invitees to the event.
- The same value limits as those described in the approval matrix below apply to gifts for Covered Government Officials. However, in the case of Covered Government Officials, no differentiation in gift value should be made based on the position, title, and level of the recipient.

6.4.2.2.3 Should you have any questions or concerns about the permissibility or risks associated with a gift to a Covered Government Official, please consult with the GCCO.

6.4.2.3 Procedures

6.4.2.3.1 Should the gift not fall within any of the categories of impermissible gifts, the GDS employee must still engage in the following procedures before and after providing the gift. In all cases, the gift must be pre-approved and properly recorded.

6.4.2.3.2 The individual initiating the gift offering must complete a Gds-060 Gift Application in the OA system, detailing the type and value of the gift, the name and title of the recipient, the entity of the recipient, and the reason for the gift. The individual must submit this form for pre-approval before offering the gift.

The gift application will be considered and approved or rejected pursuant to the gift approval matrix indicated below. The levels of approval depend on the value of the gift. For example, a gift with a value of less than RMB 500 (or the local currency equivalent) must be approved by the submitting individual’s department head or regional GM, the GCCO, and the CFO or Deputy CFO. Gifts with a value from RMB 500 to RMB 1,000 (or the local currency equivalent) must be approved by these same levels as well as by the GCCO and the CEO. Gifts with a value of more than RMB 1,000 (or the local currency equivalent) per recipient are not allowed.

<b>Gift Value per Recipient (RMB)</b>	<b>Approving personnel</b>
Below RMB 500 (inclusive) (or the local currency equivalent)	Mainland China: Department Head/ Regional GM, GCCO, AND CFO/Deputy CFO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, AND CFO/Deputy CFO
RMB 500 to 1,000 (inclusive) (or the local currency equivalent)	Mainland China: Department Head/ Regional GM, GCCO, CFO/Deputy CFO AND CEO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, CFO/Deputy CFO AND CEO
Above RMB 1,000 (or the local currency equivalent)	Not Allowed

- 6.4.2.3.3 GDS employees must not provide gifts with a cumulative value of more than RMB 2,000 (or the local currency equivalent) to a single recipient per annum. GDS employees must not provide gifts more than four times to a single recipient per annum.
- 6.4.2.3.4 The individuals responsible for reviewing the gift application should exercise their discretion in deciding whether there is any other reason why the application should be denied.
- 6.4.2.3.5 Where a gift is being offered as a standard courtesy in connection with a holiday or seasonal festival (for example, the Mid-Autumn Festival or Chinese New Year), the gift should be centrally procured by GDS to the extent possible, and the centrally procured gift should bear GDS's logo. In such circumstances, the individual who submitted the gift application should submit a purchase request, along with the documentation reflecting that the application has received the necessary approvals, to GDS's Procurement Department. In cases where the gift was purchased by GDS employee outside of the central procurement system, the employee should submit the gift reimbursement claim through Gds-041 Non-project Gift and Hospitality Reimbursement, Gds-046 Project Gift and Hospitality Reimbursement, or Gds-043 Non-project Gift and Hospitality Claim (Senior Mgt) in the OA system and must include the pre-approved "Gift Application" as supporting documentation for the Finance Department to verify before the disbursement is made.
- 6.4.2.3.6 In all cases, the relevant documentation concerning the gift, including the Gift Application Form, the documentation of necessary approvals, and the purchase invoice should be documented and duly retained in the OA system.

### **6.4.3 Acceptance of Gifts**

#### 6.4.3.1 Policy

6.4.3.1.1 As a general matter, GDS employees should apply the same standards described above in determining whether a gift offered to them is permissible or not. For example, GDS employees should not accept any gifts that are extravagant, inappropriate, or that appear to have been offered as a quid pro quo or to influence the employee's exercise of his or her duties.

6.4.3.1.2 Employees should never accept gifts where there is any suggestion that they may be considered bribes. In particular, employees should not accept any gift where it was provided with the intent to obtain an improper commercial advantage, receive or retain business, or to influence the employee to act inconsistently with his or her duties. Furthermore, in such circumstances where the GDS employee believes the gift was offered with improper intent, this concern should be reported immediately to his or her supervisor and to the GCCO. If there remains any doubt as to whether the gift may be construed to be given improperly and unlawfully, the GDS employee should always err on the side of caution and reject the gift.

6.4.3.1.3 In no situation should a GDS employee ever solicit, request, or demand any gift or other benefit from a customer, business partner, or other relevant outside party.

6.4.3.1.4 When a GDS employee is offered a gift, he or she should also exercise caution not to violate the gifts and hospitality policies of other companies with whom we deal with (such as if the individual offering the gift is an employee of a company that prohibits such gifts).

#### 6.4.3.2 Procedures

6.4.3.2.1 Gifts may only be accepted by an employee of the GDS companies where they are of "insignificant value" and do not compromise, or are unlikely to be perceived to compromise, the recipient's integrity or objectivity. In each case where a GDS employee is offered a gift or similar benefit, he/she should engage in the following steps to determine whether he/she can accept it:

- When a GDS employee is offered a gift, he/she must first consider whether the offered gift falls within any of the categories of prohibited gifts listed in Section 6.4.2.1 or whether the gift is otherwise improper. Should the employee believe that the offered gift falls within any of these categories, he/she must decline the gift.
- Assuming the gift is not otherwise prohibited, the GDS employee must then assess whether the offered gift falls within GDS's value threshold of RMB 500 (or the local currency equivalent). Employees must not accept gifts for more than three times per annum. Should the employee believe the offered gift likely has a value of more than RMB 500 (or the local currency equivalent), he/she may decline the gift or otherwise follow the procedures below. If the receipt of a gift is permissible under this Policy, all GDS

employees must make a declaration on the gift that he/she has received to the Legal and Compliance Department within three business days after the receipt. Gifts to GDS employees, which (i) are of a festive seasonal nature, perishable and consumable and with a value of no more than RMB 500 (or its local currency equivalent) each gift (which gifts are encouraged to be shared with the members in the department to which the recipient belongs), or (ii) bear third parties' company logos (such as pens, notepads, planners, calendars and other third parties' company promotional items) with a value of no more than RMB 500 (or its local currency equivalent) each gift, are exempted from the foregoing rules on value/frequency limit and declaration for gifts offered or provided to GDS employees.

- There may be some situations where a GDS employees accepts a gift under the reasonable belief that it falls within the value limit and is otherwise proper, but later discovers that his/her initial impression was incorrect (for example, he/she discovers that the value of the gift was much greater than originally thought) or situations where it is not practical to decline or return a gift exceeding the value limit . In such circumstances, the GDS employee should make a declaration on the gift to the Legal and Compliance Department and turn over the gift to the Administrative Department within three business days after the receipt. Similarly, if the employee has any doubt about the propriety of a gift (either before or after accepting it), he/she should bring this concern to the attention of Legal and Compliance Department.

6.4.3.2.2 Employees may not accept any gifts in the form of cash or cash equivalent. Moreover, GDS employees must not accept any gifts during Sensitive Periods.

#### **6.4.4 Offering and Provision of Hospitality**

As a general matter, the offering of reasonable hospitality to customers, business partners and Covered Government Officials is allowed when it is consistent with standard business practices and courtesies and is not done to gain an improper advantage or influence the recipient to misuse his or her authority. The offering of reasonable hospitality to customers, business partners and Covered Government Officials should be tasteful and decent and occurs at a business-appropriate venue.

As a general policy, GDS employees should not offer or provide any hospitality that is extravagant unless GDS agrees to bear certain hospitality expenditures as part of an engagement or contract or otherwise approved by the GCCO. Any contracts under which the GDS companies would have contractual obligations to bear expenditures to provide hospitalities to business partners or Covered Government Officials need to be pre-approved by the GCCO.

Hospitality and invitations to events are considered gifts (and are subject to the gift rules above) where the person making the invitation does not accompany the invitees to the hospitality event.

6.4.4.1 Additional Rules for Hospitality Offered to Covered Government Officials

6.4.4.1.1 As with the gift rules, GDS employees must take particular care in connection

with the offering of any type of hospitality to Covered Government Officials. No hospitality should be carried out to influence Covered Government Officials in any matters that may bring benefits to the GDS companies, including but not limited to business dealings, utilities, and licenses, permits, and qualification applications.

6.4.4.1.2 In addition to the below approval matrix at Section 6.4.4.2.4, the following restrictions at Section 6.4.4.1.3 apply to any hospitality offered to Covered Government Officials.

6.4.4.1.3 No hospitality should be provided to Covered Government Officials during Sensitive Periods. For example, in circumstances of ongoing bidding, the Sensitive Period lasts from the date of approving bidding documents (i.e. stamping the bidding documents) to the date of the bidding result announcement. In rare cases whereby the Sensitive Periods may be more than three months, special pre-approval may be granted by the GCCO for reasonable hospitality expenses (e.g. courtesy meals).

6.4.4.2 Procedures

6.4.4.2.1 The GDS employee must engage in the following procedures before and after providing the hospitality.

6.4.4.2.2 The GDS employee initiating the hospitality offering must submit a Gds-066 Hospitality Application in the OA system, detailing the type and value of the hospitality, the name, title, and entity of the recipient, the time and place of the hospitality (if known), and the reason for the hospitality. It is important that the information submitted concerning the hospitality is fully accurate and complete. Should the information concerning the hospitality event change (either before or after the hospitality is provided), such as additional participants attending the hospitality event or the date or location of the hospitality event changing, you must promptly submit a revised Hospitality Application Form, noting the changes from the original submission.

6.4.4.2.3 Note that this pre-approval step is not required where the hospitality is valued at less than RMB 500 per person (or the local currency equivalent) and the total amount of the hospitality is valued at less than RMB 5,000 (or the local currency equivalent).

6.4.4.2.4 The hospitality application will be considered and approved or rejected pursuant to the hospitality approval matrix indicated below. The levels of approval depend on the value of the hospitality per individual and in the aggregate for the event.

<b>Value Per Recipient (RMB)</b>	<b>Value per Payment (RMB)</b>	<b>Approving personnel</b>	<b>Note</b>
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Below RMB 500 (inclusive) (or the local currency equivalent)	Below RMB 5,000 (inclusive) (or the local currency equivalent)	No pre-approval needed	
Below RMB 500 (inclusive) (or the local currency equivalent)	Above RMB 5,000 (or the local currency equivalent)	Mainland China: Department Head/ Regional GM, GCCO, AND CFO/Deputy CFO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, AND CFO/Deputy CFO	
RMB 500 to 1000 (inclusive) (or the local currency equivalent)	Any	Mainland China: Department Head/ Regional GM, GCCO, AND CFO/Deputy CFO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, AND CFO/Deputy CFO	
Above RMB 1000 (or the local currency equivalent)	Any	Mainland China: Department Head/ Regional GM, GCCO, CFO/Deputy CFO AND CEO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, CFO/Deputy CFO AND CEO	Expense should only be claimed by VP level or above.
Any	Above RMB 20,000 (inclusive) (or the local currency equivalent)	Mainland China: Department Head/ Regional GM, GCCO, CFO/Deputy CFO AND CEO  Overseas: Department Head/Country GM, Regional GM/COO, GCCO, CFO/Deputy CFO AND CEO	Expense should only be claimed by VP level or above.

- 6.4.4.2.5 The individuals responsible for reviewing the hospitality application should exercise their discretion in deciding whether there is any other reason why the application should be denied.
- 6.4.4.2.6 In special circumstances where pre-approval application for hospitality expense cannot be submitted or obtained, the applicant should submit the Hospitality Application Form within three business days after the occurrence of the expense.
- 6.4.4.2.7 When submitting Gds-041 Non-project Gift and Hospitality Reimbursement, Gds-046 Project Gift and Hospitality Reimbursement, and Gds-043 Non-project Gift and Hospitality Claim (Senior Mgt) for the hospitality in the OA system, applicants should document the purposes and amount of the expense, and attach the original and valid supporting documents (e.g. tax invoices, receipts, itemized bill, and approved business travel application form).
- 6.4.4.2.8 The Expense Reimbursement Form must fully and accurately describe the type and value of the hospitality, the name, title, and entity of all participants in the hospitality event, the time and place of the hospitality event, and the reason for the hospitality.
- 6.4.4.2.9 Where possible, the hospitality expense should be borne by the most senior GDS employee attending the event. If, for any reason, this is commercially or logistically not possible or convenient, then the expense should be borne by the person who is primarily in charge of organizing the event or activity in question or such GDS employee designated by the most senior GDS employee attending the event.
- 6.4.4.2.10 Any single payment over RMB 1,000 (or the local currency equivalent) for hospitality purposes should be paid by bankcard instead of cash. A POS receipt and an itemized billing should be attached as supporting documents for the expense reimbursement.
- 6.4.4.2.11 Cash or cash equivalents should not be offered to customers or other third parties for reimbursement of hospitality expenses.
- 6.4.4.2.12 In all cases, the relevant documentation concerning the hospitality, including the Hospitality Application Form, the documentation of necessary approvals, the purchase documentation, and the Hospitality Expense Reimbursement Form should be documented and duly retained in the OA system.

#### **6.4.5 Acceptance of Hospitality and Invitations to Events**

##### **6.4.5.1 Policy**

In many cases, it is proper for GDS employees to accept reasonable business hospitality, such as business meals and invitations to events, offered by customers or business partners. While business hospitalities are generally permissible, lavish or frequent invitations may indicate that the person offering the business hospitality has a motive to improperly influence the recipient. Consequently, a GDS employee receiving an invitation to a business hospitality should consider whether the invitation is within the bounds of normal business

practice and whether the person issuing the invitation may have any improper intention.

When receiving hospitality and invitation to events, a GDS employee should ensure any hospitality and invitation accepted:

- is legal under local law, and in compliance with this Policy, GDS's Code of Business Conduct and other policies and procedures.
- is reasonable in value and appropriate for the occasion and relationship.
- is tasteful and decent and occurs at a business-appropriate venue
- is accepted openly and transparently.
- is NOT and will not be reasonably perceived to be received in exchange for any improper advantage, to unduly influence a business relationship or decision, or to give rise to a conflict of interest.
- is NOT solicited by a GDS employee.

## **6.5 Travel Expenditures**

**6.5.1** As a general policy, GDS will not pay for or reimburse the travel expenditures of any other business partners or Covered Government Officials unless GDS companies agree to bear the travel expenditure of certain business partners or Covered Government Officials as part of an engagement or contract or otherwise approved by the GCCO. Any contracts under which the GDS companies would have contractual obligations to bear the travel expenditure of business partners or Covered Government Officials need to be pre-approved by the GCCO.

**6.5.2** For all business travel by GDS employees, the GDS employees are required to obtain written pre-approval (via OA system "Gds-025 Pre-travel Application") from the delegated personnel.

**6.5.3** Applicants for reimbursement of travel expenditures should complete Hospitality Expense Reimbursement Form in OA system which should be documented with purposes and amount and attached with original and valid supporting documents (e.g. tax invoices, receipts, itemized bill and approved business travel application form).

**6.5.4** Any single payment over RMB 1,000 (or the local currency equivalent) for travel purpose should be paid using bank card instead of cash. POS receipt and an itemized billing should be attached as supporting document for expense reimbursement.

## **6.6 Promotional Events**

### **6.6.1 Policy**

6.6.1.1 From time to time, GDS may organize and host events to promote GDS's

services to existing or potential customers and/or business partners. Such events may include, for example, a presentation to launch a new GDS program or a seminar at a hotel where GDS representatives instruct attendees on recent developments in the IT service provider industry.

6.6.1.2 For promotional events of this nature, it is often customary for the host to provide modest hospitality, such as boxed lunches or catered meals to the attendees. It may also be customary to provide token gifts to the attendees, such as a notebook bearing the name of the host. While modest hospitality and gifts of this nature are unlikely to be considered bribes under applicable Anti-Corruption Laws, it is nonetheless important for the GDS employees organizing any such event to follow the rules and guidelines contained in this policy. In particular, the hospitality and gifts offered at any promotional event must comply with the following rules:

- The value of any gift per individual attending the event should be subject to the gift approval matrix specified in Section 6.4.2.3.2.
- The gifts must be centrally procured by GDS and must bear GDS's logo to the extent possible.
- The type and value of any hospitality and/or gift offered at the event must be consistent for all attendees. In other words, no differentiation in the quality of the hospitality/gift should be made based on the seniority of an attendee or importance of a customer/business partner.

## 6.6.2 Procedures

6.6.2.1 In any situation where a gift or hospitality is offered on behalf of GDS, it is necessary to have at least some understanding of the recipient's background. In the case of promotional events, information may not be readily available where some or all of the attendees are potential customers and/or business partners. In other words, potential business partners have not yet gone through the intensive background and due diligence procedures that GDS implements when onboarding new business partners, so it may not be clear whether the potential business partner is a Government-Related Entity or has other relevant Government connections.

6.6.2.2 Consequently, in order to mitigate this risk, the organizers of any GDS promotional event must receive pre-approval for the event pursuant to the procedures described below.

- **First**, the GDS employee organizing the promotional event must submit a Gds-161 Charitable Donations, Commercial Sponsorship and Promotional Events in the OA system, detailing the nature and purpose of the event, the type and value of any hospitality and gifts to be provided at the event, the time and place of the event (if known), and the name, title, and entity of all attendees. Supporting documentation should also be submitted, including an event plan, itemized budget, and attendee list.
- **Second**, following the submission of the event application, the Legal and

Compliance Department shall review the proposed attendee list to determine whether any of the attendees are Covered Government Officials or otherwise have any connection to the Government or Government-Related Entities. In some circumstances, where the attendee is an employee of a potential customer or business partner who has not yet gone through GDS's due diligence procedures, it may be necessary for the Legal and Compliance Department to conduct a preliminary background check on the attendee. While this background check does not need to be as thorough as the check for new customers and business partners, it should at least include searches of public databases and resources to assess whether the attendee's employer is a Government-Related Entity and whether the attendee has any other political or Governmental connections. Should the Legal and Compliance Department identify any Government connections (or any other exceptions) regarding the attendee, the Legal and Compliance Department shall record this and report the exception to the GCCO to determine whether the individual should be removed from the attendee list. When a promotional event involves, directly or indirectly, payment of fees, such as speaker fees, to any Covered Government Official, the Legal and Compliance Department will review the arrangement and its approval is needed for such payment. No direct or indirect payment should be provided to Covered Government Officials during Sensitive Periods.

- **Third**, after the proper background procedures have been performed, the event application will be considered and approved or rejected by the following individuals:

Mainland China: Department Head/Regional GM, GCCO, Deputy CFO/CFO and COO ;

Overseas: Department Head/Country GM, Regional GM, GCCO, Deputy CFO/CFO and COO.

- **Fourth**, once the necessary approvals have been obtained, all hospitality and gifts for the promotional event must be centrally procured by GDS. The relevant documentation concerning the event, including the Event Pre-Approval Form, the documentation of necessary approvals, and the purchase documentation must be documented and duly retained in the OA system.

## 6.7 Employee Cash Advance

### 6.7.1 Policy

This GDS Anti-Corruption Policy regulates cash advances used for gifts, hospitality, travel or other arrangements for the benefit of a business partner or other third party. For an employee cash advance for other internal purposes such as business travel by GDS employees and / or other valid internal operational needs, please refer to the Company's Delegation of Authority for the advance limits in the Finance Policy.

In addition to approvals required under the Finance Policy, cash advances to employees used for gifts, hospitality, travel or other arrangements for the benefit of

a business partner or other third party shall be pre-approved by the GCCO. Cash advances should only be paid to the employee via internet banking transfers. Employees are required to submit original receipts / tax invoices to offset the cash advance within two months of their receipt of the advance.

Cash advances are strictly prohibited for bribery or to engage in any other illegal activity.

## **6.7.2 Procedures**

6.7.2.1 The employee completes the Gds-007 Cash Advance Application in the OA system and documents the purpose of the cash advance. In particular, the employee must clearly state his or her intended use of the cash and the specific business purpose for that use.

6.7.2.2 The completed Cash Advance Application is routed in OA system to the delegated personnel for approval (please refer to Delegation of Authority of the Company). Particular care must be paid to any cash advances granted to employees in relation to business associated with any Government, Government-Related Entities, or Covered Government Officials. Consequently, for any such cash advance, the employee must receive prior approval of the cash advance from the GCCO. For cash advances in relation to gifts, hospitality, travel, or other arrangements for the benefit of a business partner or other third party, the request for cash advance shall not exceed RMB 20,000 for that particular request or RMB 50,000 for that particular year.

6.7.2.3 Employee are required to submit original receipts / tax invoices within two months of receiving their cash advance.

## **6.8 Facilitation Payments**

### **6.8.1 Policy**

Facilitation Payments, which are sometimes referred to as “grease” payments, are payments made to Covered Government Officials to expedite the provision of routine government services (such as telephone or electrical services) or routine regulatory approvals or permits (such as customs clearance and automatic export registration) that GDS is already entitled to and that are non-discretionary in nature.

GDS prohibits Facilitation Payments. Such payments should be avoided through careful planning and scheduling. If an employee is ever in doubt whether a payment may be considered a Facilitation Payment, the employee should consult the GCCO as soon as reasonably possible.

## **6.9 Recruitment**

### **6.9.1 Policy**

The GDS companies take the following measures at the recruitment stage.

- Conducting background checks on the candidates;

- Offering anti-bribery and anti-corruption training to the new hires;
- Having the new hires acknowledge compliance with the Anti-Corruption Laws.

## **6.9.2 Procedures**

- 6.9.2.1 Departments submit recruitment applications to the Human Resources Department. The Human Resources Department then reviews the application to verify, amongst other things, the business needs for recruitment.
- 6.9.2.2 Prior to the signing of any employment or labor contracts, the Human Resources Department conducts background checks on candidates for senior management and other sensitive positions, as determined by the GCCO and the Internal Control Department. The background checks should attempt to verify the candidates' association with the Government or Government-Related Entities (including whether the candidates are related to any Covered Government Officials) and whether the candidates have a criminal record, negative credit record, or are involved in any legal disputes.
- 6.9.2.3 Additionally, for senior management and other sensitive positions, the candidate is required to voluntarily disclose whether he / she has any political exposure and whether he / she has any history of engaging in bribery or other criminal conduct. The candidate also must sign a Declaration of Conformity (Appendix IV) specifying that if he / she fails to fully or accurately disclose the requested information, he / she may be subject to termination as well as other legal repercussions.
- 6.9.2.4 During the onboarding process, the Human Resources Department shall request all new hires to sign an acknowledgment of compliance with both the Code of Business Conduct and this GDS Anti-Corruption Policy as part of mandatory orientation program.
- 6.9.2.5 The acknowledgment form for senior management hires should contain an article stipulating that he / she will be held accountable for violations of any Anti-Corruption Laws committed by him / her during his / her tenure at the GDS companies even after he / she has left the Company.
- 6.9.2.6 If there are any updates to the Code of Business Conduct or to the GDS Anti-Corruption Policy, the Human Resources Department will request employees to re-sign the acknowledgment within three months of the issuance of the updated policy. Employees who go on long-term leave must re-sign the acknowledgment form within one month of them returning to work.
- 6.9.2.7 Training on the Code of Business Conduct and GDS Anti-Corruption Policy should be delivered to new hires as part of the orientation program. Additionally, routine trainings are to be provided annually to all directors, management personnel, employees, and targeted business partners. Attendance to the annual trainings will be tracked, and all attendees will be issued a training certificate by the Human Resources Department.
- 6.9.2.8 Should there be any updates to the Code of Business Conduct or the GDS Anti-

Corruption Policy, updated trainings will be provided to all directors, officers, employees, and business partners within one month of the issuance of the updated policy.

## **6.10 Mergers & Acquisitions**

### **6.10.1 Policy**

The GDS companies should strictly comply with all anti-corruption compliance requirements during mergers and acquisitions (“M&A”) to mitigate the risk of being held accountable for the previous, existing, or future bribery activities of the potential acquisition targets (the “Target”). This includes:

- Conducting anti-corruption compliance due diligence on the Target prior to the acquisition;
- Upon closing the deal, imposing the GDS Code of Business Conduct and applicable policies and procedures of the GDS Anti-Corruption Policy on the Target, including effectively communicating the same to the Target’s employees;
- If pre-closing anti-corruption compliance due diligence on the Target identifies potential compliance risks under the Anti-Corruption Laws or this Anti-Corruption Policy (which shall be reported to the Audit Committee), if requested by the Audit Committee, completing the anti-corruption risk and compliance assessment on the Target within 90 days of closing the deal. This also includes completing the remediation of any issues identified during the risk assessment by no later than one year from the date of closing; and
- If pre-closing anti-corruption compliance due diligence on the Target identifies potential compliance risks under the Anti-Corruption Laws or this Anti-Corruption Policy (which shall be reported to the Audit Committee), if requested by the Audit Committee, conducting an anti-corruption compliance audit of all newly acquired businesses within 18 months of acquisition.

### **6.10.2 Procedures**

6.10.2.1 The Strategic Investment Department shall keep the Legal and Compliance Department and the GCCO updated on every step of a potential acquisition deal once GDS has identified the definitive needs for an acquisition deal.

6.10.2.2 Once GDS has picked a Target and entered a Letter of Intention (“LOI”) (or a term sheet or memorandum of understanding) with the Target, the investment relations department shall engage the relevant legal, compliance, accounting, and internal control personnel, as well as a professional law firm if necessary, to conduct extensive anti-corruption due diligence on the potential target. The due diligence should include the following:

- 1) The ownership structure of the Target, including whether any individual who may be deemed a Covered Government Official owns or is involved in the operation of the business.

- 2) The Target's relationships with and reliance on consultants and other third-party intermediaries.
- 3) The Target's dealings with any Governments, Government-Related Entities or Covered Government Officials.
- 4) The Target's tax, customs, and immigration matters and its government licenses, permits, and certifications, as well as its procedures for dealing with these issues.
- 5) The Target's history of making donations for political activities, government support, sponsorship, and charitable activities.
- 6) The Target's system of internal controls, including an explanation of how they are implemented, monitored, and audited.
- 7) The Target's anti-corruption policies, including those relating to gifts and hospitality of Covered Government Officials.
- 8) Details on reported violations (or potential violations) of the Target's anti-corruption policies and information on the current status / disposition of any such matters.
- 9) A report of all gifts, travel, hospitality, and entertainment expenses provided to Covered Government Officials.
- 10) Booking of all payments made to reimburse Covered Government Officials for any reason, including visits to conferences or elsewhere.
- 11) Any suspected violations of the Anti-Corruption Laws, including information about any investigations that have been conducted on the violations and the investigation results.
- 12) Any inquiries from any Government or Government-Related Entities regarding potential bribes, whether current or settled.
- 13) The Target's financial and accounting records, including a detailed analysis of third-party expenses such as commissions and travel, hospitality, and marketing expenses.
- 14) Any concerns raised by an audit of the Target's books or any inquiry by the Government or Government-Related Entities into the accuracy of the Target's books and records or the adequacy of the Target's internal controls.
- 15) The Target's financial and accounting controls.

6.10.2.3 In circumstances where any anti-corruption red flags are identified during the due diligence process but the GDS company still wants to consider proceeding with the deal, GDS should thoroughly investigate the red flags to determine whether they constitute violations of any of the Anti-Corruption Laws.

6.10.2.4 As part of any M&A deal where liability under the Anti-Corruption Laws is a

potential issue, the investment relations department must include representations, warranties, and indemnifications in the deal documents concerning such risks.

Unless otherwise approved by the GCCO, these representations and warranties should cover, amongst other things, the following:

- 1) That the Target has received and reviewed a copy of the requirements of the GDS Anti-Corruption Policy and understands such requirements;
- 2) That the Target, and any of its owners, employees, affiliates, agents, consultant, or representatives have not violated and will not violate any applicable Anti-Corruption Laws applicable to the Target;
- 3) That no Covered Government Official or relative of a Covered Government Official has an ownership interest in the Target;
- 4) That the Target (to the extent it still exists after the merger or acquisition) shall indemnify the acquirer against any liabilities, losses, and expenses, including any civil or criminal fines, that the acquirer may incur as a result of any violations of the Anti-Corruption Laws applicable to the Target; and
- 5) That the acquirer may cancel the merger or acquisition without any penalties should a violation of the Anti-Corruption Laws applicable to the Target be uncovered prior to the execution of the M&A.

6.10.2.5 As soon as practically after the closing of the acquisition, GDS shall impose the GDS Code of Business Conduct and applicable policies and procedures of the GDS Anti-Corruption Policy on the Target. GDS will also effectively communicate these policies to the Target's employees.

6.10.2.6 GDS shall carry out anti-corruption compliance training sessions for the Target's directors, management personnel, employees, and third parties if necessary (including, but not limited to, agents, consultants, distributors, joint-venture partners, and representatives) within three months of the close of the deal.

6.10.2.7 GDS shall require the directors, management personnel, and employees of the acquired company to sign the acknowledgment of the GDS Code of Business Conduct and this policy within three months of the close of the deal.

6.10.2.8 If pre-closing anti-corruption compliance due diligence on the Target identifies potential compliance risks under the Anti-Corruption Laws or this Anti-Corruption Policy (which shall be reported to the Audit Committee), if requested by the Audit Committee, GDS shall complete an anti-corruption risk assessment on the Target within 90 days of closing.

6.10.2.9 GDS shall complete the remediation, including any issues identified during the anti-corruption risk assessment, by no later than one year from the date of closing.

6.10.2.10 If pre-closing anti-corruption compliance due diligence on the Target identifies potential compliance risks under the Anti-Corruption Laws or this Anti-

Corruption Policy (which shall be reported to the Audit Committee), if requested by the Audit Committee, GDS shall conduct anti-corruption compliance audits on all newly acquired businesses within 18 months of acquisition.

## **6.11 Charitable Donations**

### **6.11.1 Policy**

- 6.11.1.1 Charitable donations pose anti-corruption risks for GDS because the beneficiary of a charitable donation may be connected to Covered Government Officials (including relatives of Covered Government officials). Charitable donations can also pose risks in a commercial context, such as where a donation is intended to benefit, directly or indirectly, an individual or entity that has influence over a counterparty of a commercial transaction.
- 6.11.1.2 Even if the receiving party is an established charitable organization, donations should not be leveraged in exchange for a favor from any Covered Government Officials or for any improper benefit. In particular, donations must not be made if a Covered Government Official has promised any favor or made any threats in relation to the donation.
- 6.11.1.3 Moreover, even where a Covered Government Official has only requested or suggested that a charitable donation be made, this may impose anti-corruption risks, as the donation may create the appearance that the Company is making the donation in order to win future favor with the official. Consequently, any time that a proposed donation has been requested by the Covered Government Official, this fact should be brought to the attention of the GCCO, as this is a factor that would weigh against approval of the donation.
- 6.11.1.4 Even where the charitable donation has not been requested by a Covered Government Official, there may be other situations posing particular anti-corruption risks. For example, the charitable organization may be affiliated or controlled by a Covered Government Official or the organization's operating objective may be to provide benefits for a Covered Government Official. Additionally, there may be situations where a donation violates commercial bribery prohibitions, such as where it benefits an individual or entity who has sway over a commercial transaction involving GDS.
- 6.11.1.5 Charitable donations will be approved only for legitimate philanthropic reasons such as to serve humanitarian interests and to support cultural or educational institutions. It may be appropriate to make a donation with the hope of generating generalized goodwill toward the GDS companies in the community. All charitable donations to external beneficiaries must first undergo a compliance check by the Legal and Compliance Department and the GCCO and obtain pre-approval from the GCCO along with valid supporting documents.
- 6.11.1.6 Charitable donations are never permissible, regardless of the amount of the donation, if the purpose of the donation is to improperly influence a decision by a Covered Government Official or to improperly influence an individual or entity that has influence over a counterparty of a commercial transaction.

- 6.11.1.7 Anyone who suspects that certain donation or sponsorship may have violated the policy must immediately notify the GCCO.

## **6.11.2 Procedures**

- 6.11.2.1 Before the donation is approved, the applicant must submit the Gds-161 Charitable Donations, Commercial Sponsorship and Promotional Events in the OA system to be reviewed by the Legal and Compliance Department. The applicant must describe the purpose of the donation and the background of the organization in the request. Valid supporting documentation should be attached if available. The applicant must also specifically note in the request whether the charitable organization was recommended by anyone, and if so, describe the circumstances of the recommendation (such as if the recommender is a Covered Government Official or has a business relationship of any sort with GDS).
- 6.11.2.2 The Legal and Compliance Department shall then complete a risk-based compliance check of the organization's background, including whether the organization has any connections with a Government or Government-Related Entity and whether the organization is otherwise politically exposed (such as if it is affiliated with or provides benefits to a Covered Government Official). Additionally, the background check shall investigate and consider factors such as the organization's purposes, structure, ownership, reputation, and its uses of proceeds. Where appropriate, the background check should also cover key individuals associated with the organization.
- 6.11.2.3 Following the completion of the background check, the Legal and Compliance Department shall submit the application to the GCCO and note any exceptions identified. The GCCO should review the application and, in particular, any anti-corruption risks identified, and determine whether the application should be approved or denied.
- 6.11.2.4 In all cases, the relevant documentation concerning the requested charitable donation, including the donation request, documentation concerning the background check and necessary approvals, and documentation concerning any benefit provided to the organization must be recorded and duly retained in the OA system.
- 6.11.2.5 Any proposed charitable donation shall be approved by:
- Mainland China: Department Head/ Regional GM, GCCO, Deputy CFO/CFO, COO and CEO;
- Overseas: Department Head/Country GM, Regional GM, GCCO, Deputy CFO/CFO, COO and CEO.

## **6.12 Political Donations**

### **6.12.1 Policy**

Political donations may be unlawful bribes in circumstances where the company (or

individual representing the company) made the donation with the intention of influencing business or an official action or with the expectation that some other unlawful benefit would be granted to the Company.

Consequently, GDS's policy is that it does not allow any contributions to candidates for political office (or any other donations of a political nature) unless pre-approved by the Audit Committee. Approved contributions must be made in accordance with the applicable law, and all requirements for public disclosure of such contributions shall be fully complied with.

## **6.13 Commercial Sponsorship**

### **6.13.1 Policy**

6.13.1.1 A corporate sponsorship is the provision of funding or products from a GDS company to a third party entity in support of a project or events (such as, but not limited to, events, industry conferences, meetings, seminars, publications) where the primary purpose of the support is an opportunity to promote GDS company's products, corporate image, brands, or business interests.

6.13.1.2 Examples of Corporate Sponsorships include:

- 1) Funding an event in return for a display booth or the ability to distribute branded promotional materials
- 2) Funding an event in exchange for advertising space
- 3) Support of a conference in return for a speaking opportunity to promote GDS products or commercial activities
- 4) Placement of a brand logo in a conference program or invitation communication in exchange for supporting the program
- 5) Funding an event to promote the overall development of the industry in which GDS operates

6.13.1.3 Commercial sponsorships are never permissible, regardless of the amount of the sponsorship, if the purpose of the sponsorship is to improperly influence a decision by a Covered Government Official or business partner.

### **6.13.2 Procedures**

6.13.2.1 Pre-Approval Requirement. A request for a commercial sponsorship, regardless of value, must be reviewed and approved prior to providing funding.

6.13.2.2 Application Submission. All requests for corporate sponsorships shall be submitted through Gds-161 Charitable Donations, Commercial Sponsorship and Promotional Events in the OA system. Unless otherwise approved by the GCCO, the employee requesting approval of the corporate sponsorship must prepare and submit a proposal containing, at the minimum, the following information:

- 1) Date, name of the requester of the sponsorship or the organizer of the event to be sponsored, its background and contact information;
- 2) Name and brief description of the corporate sponsorship requested;
- 3) Description of the purpose of the corporate sponsorship. If the corporate sponsorship involves an event (including seminar and meeting), the proposal should also include information on the purpose of the event, topics to be explored, the target audience; how the proposed sponsorship will boost the GDS brand, and whether it will serve a marketing purpose;
- 4) Amount requested and its use; and
- 5) A detailed budget and details of the use of the funds;

6.13.2.3 Covered Government Official Determination. Prior to submitting the application, the employee requesting the sponsorship shall determine whether the beneficiary or recipient of the proposed sponsorship includes, directly or indirectly, a Covered Government Official, Government, or Government-Related Entity, and identify such beneficiary or recipient in the proposal referred to at Section 6.13.2.2 above. The employee must also specify what role this Covered Government Official, Government, or Government-Related Entity is expected to play in relation to the event in question. GDS does not allow any sponsorship intended to improperly influence a Covered Government Official, Government, or Government-Related Entity.

6.13.2.4 BU Head Review and Approval. The proposal will first be submitted to the relevant BU Head, who must review and approve the proposal to ensure:

- 1) The proposed sponsorship relates to a legitimate and bona fide purpose;
- 2) The proposed value of the sponsorship is reasonable;
- 3) The sponsorship complies with all relevant GDS policies;
- 4) The sponsorship has nothing to do with improperly influencing the recipient or beneficiary to purchase GDS products or services.
- 5) Once approved, the BU Head must submit the proposal, together with his/her written approval to the GCCO.

6.13.2.5 Any proposed sponsorship shall be approved by:

Mainland China: Department Head/ Regional GM, GCCO, Deputy CFO/CFO and COO;

Overseas: Department Head/Country GM, Regional GM, GCCO, Deputy CFO/CFO and COO.

6.13.2.6 Written Contract. The employee requesting the corporate sponsorship and the BU Head are jointly responsible for ensuring there is a signed contract or agreement with the sponsorship recipient. The written contract or agreement

must specify the type, quantity, quality, value and designated purpose for the use of the sponsorship, as well as the rights and obligations of the two parties. It must also, to the extent possible contain GDS's standard compliance provisions set out at Appendix III. GDS must not pay cash directly to individuals. Any deviation from this requirement should be approved by the GCCO.

6.13.2.7 Disbursements or expenses for sponsorship should be properly and accurately recorded in the Company's ledgers.

## **6.14 Solicitation and Extortion**

### **6.14.1 Policy**

If a Covered Government Official, customer, business partner, or anyone else solicits or attempts to extort gifts, cash, favors, or Anything of Value from you, you must not agree to the solicitation or demand, except in the event of a threat to life or safety. Additionally, you must report the event to the GCCO as soon as possible.

You should under no circumstances agree to a demand for a bribe from any third party, even if the demand or request is accompanied by a threat to harm the business or economic prospects of a GDS company.

## **7 Governing Language**

This GDS Anti-Corruption Policy is issued and released by the Board of Directors. In cases of any conflict between the English version and Chinese version of this GDS Anti-Corruption Policy, the English version shall prevail.

## Appendix I: Customer Background Form and Credit Risk Evaluation

### 客户背景信息表

#### Customer Background Form

类别 Type	说明 Note
1. 企业类型（上市公司vs.私有公司） Type of enterprise (public vs. private)	
2. 注册资金 Registered Capital	
3. 股东及股份（股东是否政府相关机构） Ownership and ownership percentage (whether shareholders are Government-Related Entities)	
4. 公司规模（大，中，小，微）（备注1） Size of enterprise (large, medium, small, micro) (Note 1)	
5. 被诉讼且有败诉，赔偿或被列为失信的被执行人等不良记录（3年内） Any record of litigation and loss in such cases, damages or being listed as dishonest person subject to enforcement in recent years (within 3 years)	
6. 是否属于“政府相关机构”（定义如下）（是/否） Whether the Customer is a “Government-Related Entities” as defined below (Yes/No)  注： “政府相关机构”是指：是指1）国企；2）非国有控股的公司（国家拥有小于50%股份）；3）由政府官员或前政府官员担任高管、董事、或者股东的公司；4）有政府背景的行业协会；5）由政府实际管辖的事业单位。 Note: “Government-Related Entities” refers to 1) SOE, 2) companies in which the government owns less than a controlling share (50%) of stocks, 3) companies whose management, board of directors, or shareholders consist of officials, or former officials; 4) government-backed business associations; 5) non-enterprise organizations or public institutions owned or controlled by government public organizations.	
7. 公司和公司的直接和间接股东、高管、关联公司是否被任何政府或政府相关机构列入任何限制清单。 Whether the Company and its direct or indirect shareholders, executives, and affiliates have been designated on any Restrictive List issued by any Government or Government-Related Entities.  限制清单是指相关政府或国际组织持有的限制方清单，包括美国商务部工业和安全局（“BIS”）实体清单和其他	

<p>BIS限制方清单（例如未经核实清单、军事最终用户清单和被拒绝人清单），以及美国财政部海外资产控制办公室（“OFAC”）的特别指定国民和被封锁人员清单（“SDN”）和其他OFAC制裁方清单（例如行业制裁清单、非SDN菜单式制裁清单、非SDN中国军事综合体企业清单和海外制裁逃避者清单）、联合国的综合制裁清单、中国外交部的制裁清单。</p> <p>Restrictive List refers to “relevant government or international organizations maintained lists of restricted parties, including the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”) Entity List and other BIS restricted parties lists (e.g. the Unverified List, the Military End User List, and the Denied Parties List), as well as the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) Specially Designated Nationals and Blocked Persons (“SDN”) List and other OFAC sanctioned parties lists (e.g. the Sectoral Sanctions Identifications List, the Non-SDN Menu-Based Sanctions List, the Non-SDN Chinese Military Industrial Companies List, and the Foreign Sanctions Evaders List), the United Nations Security Council Consolidated List, sanction list announced by the Ministry of Foreign Affairs of China.</p>	
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<b>Company Name 公司名称:</b>	<b>Name 填写人姓名:</b>
<b>Address 地址:</b>	<b>Title 职务:</b>
<b>Date 日期:</b>	<b>Signature 签字:</b>

备注:

- 1) 请参见《关于印发中小企业划型标准规定的通知》  
[http://www.gov.cn/zwqk/2011-07/04/content\\_1898747.htm](http://www.gov.cn/zwqk/2011-07/04/content_1898747.htm)
- 2) 请参照“尽职调查实用网站汇总”进行事先尽职调查，相应结果需作为附件一并提交。



尽职调查网站汇总.  
docx

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因无法获取客户就以上信息的直接填写或签署，由负责该客户的万国数据销售部人员签署，并提供支持性文件（如，客户公司网站，客户营业注册等）。

作为负责该客户的销售人员，本人做出以下声明：“就以上信息的真实性做出承诺以及保证”

万国数据销售部人员姓名: \_\_\_\_\_

签字: \_\_\_\_\_

日期: \_\_\_\_\_

区域销售负责人:	日期:
法务部审核人员:	日期:

**现有客户信用评估表**

评分类别	评分标准	权重	评分	评估值	补充信息	信用等级评定
1. 企业类型 (上市公司vs.私有公司)	上市公司: 100分; 私有公司: 50分	10%				
2. 成立时间 (3年以上)	大于3年: 100分; 以年为单位20分递减; 小于1年: 40分	10%				
3. 注册资金 (人民币1,000万以上)	大于人民币1千万: 100分; 以100万为单位10分递减	20%				
4. 股东及股份	大型或上市公司企业为股东: 100分; 其余为50分	5%				
5. 公司规模 (大, 中, 小, 微)	公司规模大: 100分; 其他规模以20分递减; 微小公司: 20分。 具体衡量标准, 见备注1。	15%				
6. 专利, 行业专业证照情况	专利, 行业专业证照, 各占50分; 无: 0分	5%				
7. 被诉讼且有败诉, 赔偿等 不良记录	无: 100分; 有: 50分	5%				
8. 信用回款率	信用回款率=上季累计回款金额/上季 累计应付账款*100%	20%				
9. 呆/坏帐记录	无: 100分; 以次为单位10分递减	10%				
		100%				

**新客户信用评估表**

评分类别	评分标准	权重	评分	评估值	补充信息	信用等级 评定
1. 企业类型 (上市公司 vs. 私有公司)	上市公司: 100 分; 私有公司: 50 分	15%				N/A
2. 成立时间 (3 年以上)	大于 5 年 (含 5 年): 100 分; 以年为单位 20 分递减	10%				
3. 注册资金 (人民币 1 千万)	大于人民币 1 千万: 100 分; 以 100 万为单位 10 分递减	15%				
4. 股东及股份	大型或上市公司企业为股东: 100 分; 其余为 50 分	5%				
5. 公司规模 (大, 中, 小, 微)	公司规模大: 100 分; 其他规模以 20 分递减; 微小公司: 10 分。 具体衡量标准, 见备注 1。	5%				
6. 专利, 专业证照情况	专利, 行业专业证照, 各占: 50 分; 无: 0 分	5%				
7. 被诉讼且有败诉, 赔偿等不良 记录	无: 100 分; 有: 50 分	5%				
8. 流动比率 (流动资产总计/流动负债总 计)	1.8 (含 1.8): 100 分; 1.4 (含 1.4): 80 分 1 (含 1): 60 分; 0.6 (含 0.6): 40 分; > 0.6: 0 分	10%				
9. 负债率 (负债总额/总资产)	60% (含 60%) 以下: 100 分; 60% 以上: 50 分; 70% (含 70%) 以上: 0 分;	10%				
经营活动现金净流量	>0 100 分; <0 0 分	20%				
		100%				

1) 请参照 Reference, 《关于印发中小企业划型标准规定的通知》

2) 请参照 Reference, “尽职调查实用网站汇总” 进行事先尽职调查, 相应结果需作为附件一并提交

## Appendix II: Third-Party Due Diligence Questionnaire (including Form of Certificate of Compliance)

### Version for corporates

#### General Instructions

1. This due diligence questionnaire is designed to collect information from third parties (the “**Company**” or “**you**” or “**your Company**”) who seek to conduct business with GDS Holdings Limited and all GDS wholly-owned or partially-owned entities, companies, and variable interest entities (“**GDS**” or “**we**”) so that we can assess the third parties’ risk of exposing GDS to violation of any anti-corruption laws applicable to GDS’s operations, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the anti-corruption and anti-bribery laws of the People’s Republic of China (the “**PRC**”), the Hong Kong SAR, the Macau SAR, Singapore, Malaysia, and Indonesia (together, the “**Anti-Corruption Laws**”), as well as any trade compliance laws applicable to GDS’s operations.
2. All the information collected from this questionnaire will be and only be used for the abovementioned purpose. GDS will keep the information strictly confidential.
3. Please answer all the questions as completely as possible. Your Company will also be evaluated by the completeness of this questionnaire. Failure to answer all questions will result in a lower overall ranking.
4. Please do not substitute brochures, catalogues, or annual reports in lieu of answers to our questions. However, we welcome these items in the context of providing additional pertinent information about your background.
5. We consider the contact persons identified in this questionnaire as the primary sources of communication with your Company. Therefore, it is important that the contact persons identified in this questionnaire are available throughout the course of this due diligence.
6. Should you need further clarification, please send an email to: [vendorquiry@gds-services.com](mailto:vendorquiry@gds-services.com).
7. Please submit the completed questionnaire with signature sealed by the Company chop to GDS within one week (5 business days) by sending in PDF format to email address: [procurement@gds-services.com](mailto:procurement@gds-services.com), and send your original documents to GDS Beijing office: Room 1008, Borui Plaza, No. 26A, North Road, the East 3rd Ring, Chaoyang District, Beijing, Pang ronghui, 010-53228000.

#### Contact Information

By signing below I certify that I have performed such procedures and inquiries as necessary to ensure that the answers provided in this questionnaire are accurate and complete to the best of my knowledge.

<b>Prepared by</b>	(Print your name)	<b>Title</b>	
	(Signature)	<b>Date</b>	
<b>Direct number</b>		<b>Mobile number</b>	

<b>Email address</b>		<b>Address</b>	
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### 1. Company Information

<b>Full legal name (Chinese)</b>			
<b>Full legal name (English, required field)</b>			
<b>Registered address and Date of Registration</b>			
<b>Address for service (if different from registered address)</b>			
<b>Phone number</b>		<b>Fax number</b>	
<b>Website</b>			
<b>Type of business-1</b>	<input type="checkbox"/> Individual <input type="checkbox"/> state-owned	<input type="checkbox"/> private <input type="checkbox"/> foreign-invested / joint venture	
<b>Type of business-2</b>	<input type="checkbox"/> contractor <input type="checkbox"/> agent	<input type="checkbox"/> manufacturer <input type="checkbox"/> service provider	
<b>Nation</b>			
<b>Bank account information</b>	Bank name: Bank account number:		
<b>1. List all other names under which you have conducted business, including the time period for each:</b>			
Name		Period	
<b>2. Is your Company publicly listed and where?</b>			
For privately owned companies, list all the owners of your organization. For publicly traded companies, list shareholders holding more than 5%.			
Name	Percentage of ownership and / or shares (%)	Nationality(ies)	Amount of capital contribution

<b>3. What is the ownership structure of the parent company(ies)?</b> <i>(For organizations listed in Q2, list the owners and percentage of each of these organizations.)</i>			
<b>4. Who are the members of your Company's governing board?</b>			
Name		Ownership (%)	Nationality(ies)
<b>5. Please identify the principal officers of the Company, including the CEO / President, Chief Compliance Officer, board members, senior executive team, and the key personnel providing goods or services to or purchasing goods or services from GDS.</b>			
Name		Title	Years of Service
<b>6. Who are the key subsidiaries or jointly-owned organizations of your Company that will be involved in the proposed project / partnership?</b>			
Organization Relationship	Name	Location, date / place established	Percentage owned
<b>7. What is the nature and history of your business operations?</b>			
<b>8. List the name(s) and title(s) of the individuals of your Company who will be responsible for working with GDS.</b>			
Name and title		Ownership	Nationality(ies)
<b>9. List all previous or current relationships with GDS and the period when such relationship was active.</b>			

<p><b>10. Does the Company and its personnel, sub-contractors, agents, hold all necessary licenses, registrations, permits, and authorizations to perform the contract with GDS (e.g., service contracts)? If yes, please provide the following licenses/certificates.</b></p> <p><i>If no, please describe the relevant situation. We may follow up with further questions.</i></p>
<p> <input type="checkbox"/> Copy of Business license (three-in-one business license)  <input type="checkbox"/> Copy of Business license  <input type="checkbox"/> Tax registration certificate  <input type="checkbox"/> Organization code certificate  <input type="checkbox"/> Bank account opening certificate  <input type="checkbox"/> Other license documents related to the business         </p>

## 2. Business Relationships

<p><b>11. Please provide names of the major organizations with which you had business relationships.</b></p>			
Name	Relationship	Address	Contact person, telephone number, and an email address
<p><b>12. Do you plan to use any other entities or individuals, including subsidiaries, affiliates, partnerships, or joint ventures, consultants, intermediaries, public relations agencies, marketing agencies, logistics providers, freight forwarders, customs brokers, or any other individuals other than your own employees to perform services under the proposed agreement?</b></p> <p><i>If yes, identify their names and addresses, their relationships to you, and the activities they will perform.</i></p>			
<p><b>13. Please provide at least three business references, for each including (1) contact person's name, company, and its role; (2) nature of relationship; (3) duration of relationship; and (4) contact number, including telephone and email.</b></p>			

	<b>Contact person's name, company name, and its role</b>	<b>Nature of relationship</b>	<b>Duration of relationship</b>	<b>Contact number, including telephone and email.</b>
<b>Reference 1</b>				
<b>Reference 2</b>				
<b>Reference 3</b>				

### **3. Relationship to Covered Government Officials**

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“**Covered Government Officials**” refers to employees, officers, directors, and representatives of any government, governmental organization, or government-related entity, including but not limited to the following:

- Employees, officers, directors, and representatives of any government department or agency;
- Employees, officers, directors, and representatives of any state-owned enterprise (meaning any entity in which the government directly or indirectly owns 50 percent of stakes or more, or otherwise holds voting rights or effective ownership whereby control over the direction and management of such entity is exercised);
- A political party, party official, or candidate for political office;
- Military personnel;
- Judicial or arbitral authorities;
- Employees, officers, directors, and representatives of public international organization (such as the United Nations and the World Bank); and
- Any other person “assigned” by any governmental organization or state-owned enterprise to engage in public service in connection with non-state-owned corporations, enterprises, institutions, and social organizations as well as any other personnel performing public functions according to the law.

**14. To the best of your knowledge, is any key employee (direct contact with GDS) or senior management member of the Company a Covered Government Official?**

*If yes, please provide a list of all government offices and positions held. Indicate whether these are appointed or elected positions, and for how long the concerned person held such positions.*

**15. To the best of your knowledge, is any shareholder or partner in the Company, or any subsidiaries of the shareholder(s) or partner(s) owned in any part by a Covered Government Official or a person related to a Covered Government Official?**

*If yes, please list the Covered Government Officials and their total percentage ownership interest.*

**16. To the best of your knowledge, does any key member or senior management member of the Company or does your Company provide financial or other benefits to a Covered Government Official (e.g., educational or medical assistance, housing?)**

*If yes, please provide a list of all of the benefits given, the name of all recipients of such benefits and their relationship to the Covered Government Official (e.g., spouse, sister, etc.)*

**17. To the best of your knowledge, does any Covered Government Official have any interest, or stand to benefit in any way, as a result of the proposed agreement with GDS?**

*If yes, please explain.*

**18. Have any employees and other individuals or entities acting on behalf of or for the benefit of your Company made or authorized an offer, promise, gift, or payment of anything of value to any individual or entity, whether government-affiliated or not either directly or indirectly through any intermediary for the purposes of securing an improper advantage, inducing the recipient to misuse his or her position, or inducing the recipient to act inconsistently with the legitimate obligations of his or her position?**

*If yes, please describe in details.*

**19. Has the Company or any third party acting on its behalf made any contributions to any Covered Government Official, or their election campaigns, or to any charity associated with or directed by any of the above?**

*If yes, please describe in details.*

#### **4. Legal**

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**20. Have you or any key employee (direct contact with GDS) or senior management member of the Company ever been convicted of a felony or any other serious crime in the country where the services will be rendered or in any other country (other than traffic violations)? Are there any legal proceedings of this nature pending?**

*If any, describe the charges for which you or key members of your organization have been convicted or have proceedings currently pending, and when this occurred.*

**21. Does the Company comply with all applicable Anti-Corruption Laws where the Company is doing business?**

**22. Is the Company aware of any actual or potential violation of any Anti-Corruption Laws by its shareholders, management, personnel, or any affiliates? Please refer to any relevant reports made via any whistleblowing hotline maintained by the Company and provide copies of relevant reports.**

*If yes, please provide details.*

**23. Has the Company and its shareholders, management, personnel, or affiliates ever been the subject of any allegation regarding bribery or corruption, or involved in any administrative, regulatory, government audit, investigation, enforcement action, or filed any disclosure of an actual or potential violation relating to the Anti-Corruption Laws?**

*If yes, please describe the action and outcome in details, and attach relevant documents.*

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## 5. Economic Sanctions And Export Control

**24. Does the Company and its direct or indirect shareholders, executives, and affiliates, have any equity relationship with the military of any country, or owned by the military of any country?**

*If yes, please provide more details.*

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**25. Has the Company and its direct or indirect shareholders, executives, and affiliates been designated on any restrictive lists issued by the U.S. government, including:**

- (a) The Entity List, the Military End User List (MEU List), the Denied Person List (DPL) and the Unverified List (UVL) administered by the Bureau of Industry and Security (BIS);
- (b) The AECA Debarred List administered by the Department of Defense;
- (c) Any restrictive list administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including, but not limited to, the Specially Designated Nationals List and Blocked Persons List (SDN List), the Sectoral Sanctions Identifications List (SSI) and the Foreign Sanctions Evaders List(FSE);<sup>1</sup>
- (d) Section 311 Special Measures administered by the Financial Crime Enforcement Network (FinCEN).<sup>2</sup>

*If yes, please identify the name of the designated entity/individual and the specific restrictive list involved.*

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**26. Has the Company and its direct or indirect shareholders, executives, and affiliates been designated on the sanction list announced by the Ministry of Foreign Affairs of China<sup>3</sup>?**

*If yes, please identify the name of the designated entity/individual and the specific restrictive list involved.*

<sup>1</sup> The lists mentioned in the above clause a), b) and c) can be found via the website: <https://legacy.export.gov/csl-search#>

<sup>2</sup> <https://www.fincen.gov/resources/statutes-and-regulations/311-special-measures>

<sup>3</sup> The entities currently sanctioned by China will be announced by the spokesperson of the Ministry of Foreign Affairs at the regular press conference. Please refer to the Spokesperson Remarks on the Ministry of Foreign Affairs official website: [https://www.fmprc.gov.cn/web/wjdt\\_674879/fyrbt\\_674889/](https://www.fmprc.gov.cn/web/wjdt_674879/fyrbt_674889/)

**27. Has the Company and its direct or indirect shareholders, executives, and affiliates been listed in the United Nations Security Council Consolidated List<sup>4</sup>?**

*If yes, please indicate the names of the listed entities/ persons*

**28. Does the business (not limited to the business with GDS) of the Company and its direct or indirect shareholders, executives, and affiliates involve:**

- (a) Design, development, production, or other forms of participation related to weapons of mass destruction, nuclear explosions, and biological or chemical weapons;
- (b) Military activities of any nature and any form or intelligence gathering activities for the government and the military, or any business related to military items;
- (c) Any activities related to surveillance, such as providing products that are used to monitor, extract, collect, or analyze information and data for the purpose of surveillance of natural persons.

*If yes, please provide the name of the entity/individual involved and the specific activity concerned.*

**If the place of incorporation or the place of service are located within specific countries, questions 29 to 33 are required to be completed with regard to those specific countries accordingly.**

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<sup>4</sup> The “United Nations Security Council Consolidated List” includes all the sanctioned entities and individuals designated by United Nations Security Council. You can use the following website to screen whether an entity is designated in the United Nations Security Council Consolidated List: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

**29. Does the Company have any Trade Compliance system/mechanism? Does Company conduct due diligence on customers/end users to ensure the party itself and any of its direct/indirect shareholders are not designated on any restrictive lists of the United Nations, U.S. or EU (“Trade Control Restrictive Lists”), and are not regarded as “military end users”<sup>5</sup> or “military intelligence end users”<sup>6</sup>?**

*If yes, please describe the screening methods and screening procedures.*

**30. Are any of the Company’s client/end user designated on the abovementioned Trade Control Restrictive Lists, or regarded as a “military end user” or a “military intelligence end user”?**

*If yes, please identify the name of the designated entity/individual and the specific list involved.*

**31. Does the Company conduct any due diligence on the authenticity of the client/end user, the end purpose for purchasing the product of GDS, and the actual delivery address?**

*If yes, please describe the specific measure taken in the due diligence.*

<sup>5</sup> "Military end users" refer to the national armed forces (including the Army, Navy, Marine Corps, Air Force or Coast Guard), as well as the National Guard and National Police, Government Intelligence and Reconnaissance Organizations, and any person or entity whose actions or functions are intended to support "military end-use".

<sup>6</sup> "Military intelligence end users" include any intelligence or reconnaissance organization of the armed forces (including the Army, Navy, Marine Corps, Air Force or Coast Guard), or National Guard.

**32. Does the Company take any compliance measures (such as contractual terms, end user commitment etc.) to ensure that the client/end user will not further re-sell/transfer the products of GDS to any embargoed countries/regions<sup>7</sup>, and to any restricted entities (including, but not limited to, the entities listed on the above U.S. general sanction lists); will not use the products of GDS for any prohibited end purpose prescribed by the export control laws and regulations (including but not limited to the design, development, and production of weapons of mass destruction, nuclear explosion activities, biological, or chemical weapons etc.) and military end use/military intelligence end use<sup>8</sup>?**

*If yes, please describe the specific compliance measures.*

**33. Has the Company ever identified any issues relating to the authenticity of the customer/end user/end use during due diligence, or any suspicious points? Have you ever rejected or terminated a certain customer or a certain transaction due to trade control reasons?**

*If yes, please describe the relevant situation.*

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<sup>7</sup> As of May 2022, including Cuba, Iran, North Korea, Syria, the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine.

<sup>8</sup> "Military end uses" include any activity directly or indirectly relates to the use, development, and production of military items, and supports or contributes to the operation, installation, maintenance, repairing, overhaul, renovation, development, and production of military items. Among them, "military items" include military items described in the U.S. Munitions List (USML), items coded with "A018" ending in ECCN, or items coded as "Series 600" in ECCN.

"Military intelligence end uses" refer to the design, development, production, use, operation, installation, maintenance, repairing, overhaul, refurbishment, and incorporation of military items described in USML to support the actions or functions of "military intelligence end users," or items coded with "A018" ending in ECCN or items coded as "Series 600" in ECCN.

## Version for individuals

### Individual GDS Third-Party Due Diligence Questionnaire

#### General Instructions

1. This due diligence questionnaire is designed to collect information from individual third parties (“**you**”) who seek to conduct business with GDS Holdings Limited and all GDS wholly-owned or partially-owned entities, companies, and variable interest entities (“**GDS**” or “**we**”) so that we can assess the third parties’ risk of exposing GDS to violation of any anti-corruption laws applicable to GDS’s operations, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the anti-corruption and anti-bribery laws of the People’s Republic of China (the “**PRC**”), the Hong Kong SAR, the Macau SAR, Singapore, Malaysia, and Indonesia (together, the “**Anti-Corruption Laws**”), as well as any trade compliance laws applicable to GDS’s operations.
2. Information collected from this questionnaire will only be used for the abovementioned purpose. GDS will keep the information strictly confidential.
3. Please answer all questions as completely as possible. You will be evaluated by the completeness of this questionnaire. Failure to answer all questions will result in a lower overall ranking.
4. Please do not substitute brochures, catalogues, or annual reports in lieu of answers to our questions. However, we welcome these items in the context of providing additional pertinent information about your background.
5. We consider you as the primary source of information for our due diligence procedures. Therefore, it is important that you remain available throughout the course of this due diligence.
6. Should you need further clarification, please send an email to: [vendorquiry@gds-services.com](mailto:vendorquiry@gds-services.com).
7. Please submit the completed and signed questionnaire in PDF format within one week (5 business days) to: [procurement@gds-services.com](mailto:procurement@gds-services.com), and mail all original documents to Ms. Wang Liu Fang of GDS’s Beijing office. The address is: Room 1008, Borui Plaza, No. 26A, North Road, the East 3rd Ring, Chaoyang District, Beijing, 010-5328279.

**Contact Information**

By signing below I certify that I have performed such procedures and inquiries as necessary to ensure that the answers provided in this document are accurate and complete to the best of my knowledge.

<b>Prepared by</b>	(Print your name)		
<b>Signature</b>		<b>Date</b>	
<b>Home Number</b>		<b>Mobile Number</b>	
<b>Identification Number</b>		<b>Address</b>	
<b>Email Address</b>		<b>Website</b>	

**1. Business Information**

<b>Nature of Services</b>	<input type="checkbox"/> contractor <input type="checkbox"/> service provider <input type="checkbox"/> agent <input type="checkbox"/> others: _____ (其他)
<b>Nationality</b>	
<b>Permanent Residency</b>	
<b>Address for service (if different from permanent residency)</b>	
<b>Bank Account Information</b>	Bank Name: Bank Account Number:
<b>1. List all other names or aliases under which you have conducted business, including the time period for each:</b>	
Name	Period

<b>2. What is the nature and history of your business operations?</b>	
<b>3. Are there any other beneficiaries of your business operation? If so, please list all beneficiaries and their relationships with you.</b>	
<b>4. List all previous or current relationships with GDS and the periods when such relationships were active.</b>	
<b>5. Do you hold all necessary licenses, registrations, permits, and authorizations to perform the contract with GDS (e.g., service contracts)? If yes, please provide a copy of all licenses and other necessary qualifications to GDS.</b>	
<i>If no, please describe the relevant situation. We may follow up with further questions.</i>	
<b>6. Are you currently or have you ever been on the list of people who have lost credit worthiness? If so, please describe the relevant circumstances and whether the judgment(s) has been satisfied.</b>	
<b>7. Are you registered as an individual business operator? If so, please provide a copy of your business license.</b>	

## 2. Business Relationships

<p><b>8. To the extent possible, please provide the names of your current and past customers/clients. If you are unable to identify specific customers/clients, please explain the reason and describe in general the number and type of your customers/clients.</b></p>			
Name	Relationship	Address	Contact person, telephone number, and email
<p><b>9. Do you plan to use any other entities or individuals, including partnerships or joint ventures, consultants, intermediaries, public relations agencies, marketing agencies, logistics providers, freight forwarders, customs brokers, or any other individuals other than yourself to perform services under the proposed agreement? If so, please identify their names and addresses, their relationships to you, and the activities they will perform.</b></p>			
<p> </p>			
<p><b>10. Are you a family member of or in close relationship with any of GDS's current or former employees?</b></p>			
<p> </p>			
<p><b>11. Are you currently an employee, officer, or director of any entity or other organization? If so, please identify any such entity/entities and describe what, if any, involvement the entity/entities have or would have in connection with the GDS engagement.</b></p>			

<b>12. Please provide at least three business references, for each including (1) contact person's name, company, and its role; (2) nature of relationship; (3) duration of relationship; and (4) contact number, including telephone and email.</b>				
	<b>Contact person's name, company name, and its role</b>	<b>Nature of relationship</b>	<b>Duration of relationship</b>	<b>Contact number, including telephone and email.</b>
<b>Reference 1</b>				
<b>Reference 2</b>				
<b>Reference 3</b>				

### 3. Relationship to Covered Government Officials

“**Covered Government Officials**” refers to employees, officers, directors, and representatives of any government, governmental organization, or government-related entity, including, but not limited to, the following:

- Employees, officers, directors, and representatives of any government department or agency;
- Employees, officers, directors, and representatives of any state-owned enterprise (meaning any entity in which the government directly or indirectly owns 50 percent of stakes or more, or otherwise holds voting rights or effective ownership whereby control over the direction and management of such entity is exercised);
- A political party, party official, or candidate for political office;
- Military personnel;
- Judicial or arbitral authorities;
- Employees, officers, directors, and representatives of public international organization (such as the United Nations and the World Bank); and
- Any other person “assigned” by any governmental organization or state-owned enterprise to engage in public service in connection with non-state-owned corporations, enterprises, institutions, and social organizations as well as any other personnel performing public functions according to the law.

**13. Are you currently, or have you ever been a Covered Government Official?**

*If yes, please provide a list of all government offices and positions held. Indicate whether these are appointed or elected positions, and for how long you held such positions.*

**14. Are you related (by blood or marriage) to a Covered Government Official?**

*If yes, please provide the name(s) of the related Covered Government Official (s) and your relationships.*

**15. Have you provided financial or other benefits to a Covered Government Official (e.g., political or charitable donations, educational or medical assistance, housing)?**

*If yes, please provide a list of all of the benefits given, the name of all recipients of such benefits and their relationship to the Covered Government Official (e.g., cousin, sister, etc.).*

**16. To the best of your knowledge, do any Covered Government Official have any interest, or stand to benefit in any way, as a result of the proposed engagement with GDS?**

*If yes, please explain.*

**4. Legal**

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**17. Have you ever been convicted of a felony or any other serious crime (other than traffic violations)? Are there any legal proceedings of this nature pending?**

*Describe the charges for which you have been convicted or have proceedings currently pending, and when this occurred.*

<b>18. In addition to crimes or legal proceedings mentioned in the previous question, have you ever been involved in any other litigations, arbitrations, or any other disputes?</b>  <i>Describe such proceedings or disputes you have been involved in, when they occurred, and how they have been resolved (or if they are still pending, their current status).</i>
<b>19. Have you ever been the subject of any allegation regarding bribery or corruption, or involved in any administrative, regulatory, government audit, investigation, enforcement action, or filed any disclosure of an actual or potential violation relating to the Anti-Corruption Laws?</b>  <i>If yes, please describe the action and outcome in details, and attach relevant documents.</i>

## 5. Economic Sanctions And Export Control

<b>20. Are you related to the military of any country?</b>  <i>If so, please provide more details.</i>
<b>21. Have you been designated on any restrictive lists issued by the U.S. government, including:</b>  (a) The Entity List, the Military End User List (MEU List), the Denied Person List (DPL) and the Unverified List (UVL) administered by the Bureau of Industry and Security (BIS);  (b) The AECA Debarred List administered by the Department of Defense;  (c) Any restrictive list administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including, but not limited to, the Specially Designated

<p>Nationals List and Blocked Persons List (SDN List), the Sectoral Sanctions Identifications List (SSI) and the Foreign Sanctions Evaders List(FSE) <sup>9</sup>;</p> <p>(d) Section 311 Special Measures<sup>10</sup> administered by the Financial Crime Enforcement Network (FinCEN).</p>
<p><b>22. Have you been designated on the sanction list announced by the Ministry of Foreign Affairs of China<sup>11</sup>?</b></p>
<p><b>23. Have you been listed in the United Nations Security Council Consolidated List<sup>12</sup>?</b></p>
<p><b>24. Are you involved with:</b></p> <p>(a) Design, development, production, or other forms of participation related to weapons of mass destruction, nuclear explosions, and biological or chemical weapons;</p> <p>(b) Military activities of any nature and any form or intelligence gathering activities for the government and the military, or any business related to military items<sup>13</sup>;</p> <p>(c) Any activities related to surveillance, such as providing products that are used to monitor, extract, collect, or analyze information and data for the purpose of surveillance of natural persons.</p> <p><i>If yes, please provide the specific activity concerned.</i></p>
<p><b>If the place of service are located within specific countries<sup>14</sup>, questions 25 to 29 are required</b></p>

<sup>9</sup> The lists mentioned in the above clause a), b) and c) can be found via the website: <https://legacy.export.gov/csl-search#>

<sup>10</sup> <https://www.fincen.gov/resources/statutes-and-regulations/311-special-measures>

<sup>11</sup> The entities currently sanctioned by China will be announced by the spokesperson of the Ministry of Foreign Affairs at the regular press conference. Please refer to the Spokesperson Remarks on the Ministry of Foreign Affairs official website: [https://www.fmprc.gov.cn/web/wjdt\\_674879/fyrbt\\_674889/](https://www.fmprc.gov.cn/web/wjdt_674879/fyrbt_674889/)

<sup>12</sup> The “United Nations Security Council Consolidated List” includes all the sanctioned entities and individuals designated by United Nations Security Council. You can use the following website to screen whether an entity is designated in the United Nations Security Council Consolidated List: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

<sup>13</sup> “Military Items” include the military item described in the U.S. Munitions List (USML), any item coded with ‘A018’ ending or coded as Series 600 in the Export Control Classification Number (ECCN).

<sup>14</sup> Iraq, Russia, Venezuela, Myanmar, Afghanistan, Balkans (Bosnia and Herzegovina), Belarus, Burundi, Central

<p><b>to be completed as to those specific countries accordingly.</b></p>
<p><b>25. Do you have any Trade Compliance system/mechanism? Do you conduct due diligence on customers/end users to ensure the party itself and any of its direct/indirect shareholders are not designated on any restrictive lists of the United Nations, U.S. or EU (“Trade Control Restrictive Lists”), and are not regarded as “military end users”<sup>15</sup> or “military intelligence end users”<sup>16</sup>?</b></p> <p><i>If yes, please describe the screening methods and screening procedures.</i></p>
<p> </p>
<p><b>26. Has your client/end user been designated on the abovementioned Trade Control Restrictive Lists, or regarded as a “military end user” or a “military intelligence end user”?</b></p> <p><i>If yes, please identify the name of the designated entity/individual and the specific list involved.</i></p>
<p> </p>
<p><b>27. Do you conduct any due diligence on the authenticity of the client/end user, the end purpose for purchasing the product of GDS, and the actual delivery address?</b></p> <p><i>If yes, please describe the specific measure taken in the due diligence.</i></p>
<p> </p>
<p><b>28. Do you take any compliance measures (such as contractual terms, end user commitment etc.) to ensure that the client/end user will not further re-sell/transfer the products of GDS to any embargoed countries/regions<sup>17</sup>, and to any restricted entities (including, but not limited to, the entities listed on the above U.S. general sanction lists); will not use the products of GDS for any prohibited end purpose prescribed by the export control laws and regulations (including, but not limited to, the design, development, and production of weapons of mass destruction, nuclear explosion activities, biological, or chemical weapons etc.) and military end use/military intelligence end use<sup>18</sup>?</b></p>

African Republic, Democratic Republic of the Congo, The Republic of Guinea, Guinea-Bissau ,Lebanon ,Libya, Mali, Nicaragua, Somalia, South Sudan, Sudan, Tunisia ,Turkey, Yemen, Zimbabwe, Ukraine.

<sup>15</sup> "Military end users" refer to the national armed forces (including the Army, Navy, Marine Corps, Air Force, or Coast Guard), as well as the National Guard and National Police, Government Intelligence, and Reconnaissance Organizations, and any person or entity whose actions or functions are intended to support "military end-use".

<sup>16</sup> "Military intelligence end users" include any intelligence or reconnaissance organization of the armed forces (including the Army, Navy, Marine Corps, Air Force, or Coast Guard), or National Guard.

<sup>17</sup> As of May 2022, including Cuba, Iran, North Korea, Syria, the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine.

<sup>18</sup> "Military end uses" include any activity directly or indirectly relates to the use, development, and production of military items, and supports or contributes to the operation, installation, maintenance, repairing, overhaul, renovation, development, and production of military items. Among them, "military items" include military items

<i>If yes, please describe the specific compliance measures.</i>
<b>29. Have you ever identified any issues relating to the authenticity of the customer/end user/end use during due diligence, or any suspicious points? Have you ever rejected or terminated a certain customer or a certain transaction due to trade control reasons?</b>
<i>If yes, please describe the relevant situation.</i>

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described in the U.S. Munitions List (USML), items coded with “A018” ending in ECCN, or items coded as “Series 600” in ECCN.

“Military intelligence end uses” refer to the design, development, production, use, operation, installation, maintenance, repairing, overhaul, refurbishment, and incorporation of military items described in USML to support the actions or functions of “military intelligence end users,” or items coded with “A018” ending in ECCN or items coded as “Series 600” in ECCN.

## Compliance Certificate for Vendors and Business Partners of GDS

For the purposes of this Certificate:

“**Covered Government Officials**” refers to employees, officers, directors, and representatives of any government, governmental organization, or government-related entity, including but not limited to the following:

- Employees, officers, directors, and representatives of any government department or agency;
- Employees, officers, directors, and representatives of any state-owned enterprise (meaning any entity in which the government directly or indirectly owns 50 percent of stakes or more, or otherwise holds voting rights or effective ownership whereby control over the direction and management of such entity is exercised);
- A political party, party official, or candidate for political office;
- Military personnel;
- Judicial or arbitral authorities;
- Employees, officers, directors, and representatives of public international organization (such as the United Nations and the World Bank); and
- Any other person “assigned” by any governmental organization or state-owned enterprise to engage in public service in connection with non-state-owned corporations, enterprises, institutions, and social organizations as well as any other personnel performing public functions according to the law.

The undersigned hereby certifies to *GDS Holdings Limited and / or any of its affiliated companies (hereinafter referred to as “the Company” or “GDS”)* as follows:

1. We have read and understand all anti-corruption laws applicable to GDS’s operations, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the anti-corruption and anti-bribery laws of the People’s Republic of China (the “**PRC**”), the Hong Kong SAR, the Macau SAR, Singapore, Malaysia, and Indonesia as well as the anti-corruption laws of [Jurisdictions] which we understand may apply to our agreements and transactions with GDS (the “**Anti-Corruption Laws**”).
2. In performing work under any agreement with GDS, we and our affiliates, partners, owners, officers, directors, employees, and agents have not and will not make or authorize an offer, promise, gift, or payment of anything of value to any individual or entity, whether Government-affiliated or not either directly or indirectly through any intermediary for the purposes of securing an improper advantage, inducing the recipient to misuse his or her position, or inducing the recipient to act inconsistently with the legitimate obligations of his or her position.
3. In performing work under any agreements with GDS, we have been and will be in full compliance with the Anti-Corruption Laws. We will not take any actions that would cause GDS to violate any of the Anti-Corruption Laws.
4. Neither we nor of our affiliates, partners, owners, officers, directors, employees, or agents is or will become a Covered Government Official during the term of any agreement with GDS without notifying GDS in advance in written form.
5. All payments, fees and commissions we receive from GDS will be disclosed as required by the Anti-Corruption Laws.



- 6. All payments, fees and commissions we receive from GDS will be received in a currency agreed with GDS at our usual place of business by bank transfer.
  
- 7. We understand that from time to time we will be required to certify as to the disposition of any funds we receive from GDS to ensure continued compliance with the Anti-Corruption Laws.

**Version for corporates**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

**Version for individuals**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Identification Number : \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

## Appendix III: Standard Compliance Provisions

This document contains short and long versions of GDS' standard compliance provisions. To the extent possible, the GDS companies must include one of the short or long version in every contract with a third party.

The short version may be used in scenarios with lower compliance risk, such as agreements with established customers or other business partners with low risk profile. The long version may be used in higher risk scenarios, such as agreements with third party agents and distributors. Please consult the Legal and Compliance Department if you require further advice on which version may be more appropriate for your business needs. Please also consult the Legal and Compliance Department if the counterparty requests to delete or amend any of the below terms.

### Short Version

1. [Third Party] represents and warrants that:  
【第三方】陈述并保证如下：
  - a. [Third Party] will comply with all applicable laws in its performance of the obligations set out in this agreement, including all applicable laws in relation to anti-bribery, anti-corruption, anti-money laundering, sanctions and export control. In particular, [Third Party] warrants that it has never and will not offer or give anything of value in order to gain an improper business advantage involving the Company.  
【第三方】在履行本协议所规定的义务时将遵守所有适用法律，包括与反贿赂、反腐败、反洗钱、制裁及出口管制相关的所有适用法律。特别是，【第三方】保证其未曾也将不会为了获得涉及公司的不正当商业利益而提议或给予任何有价物。
  - b. [Only if commercially appropriate: [Third Party] will complete and submit to the Company, the *Compliance Certificate for Vendors and Business Partners of GDS* (Appendix II) at an annual interval, upon request by the Company.]  
【仅在商业上适当的情况下】：【第三方】将应公司要求，每年填写并向公司提交《GDS 供应商以及业务伙伴合规承诺书》（附录II）。】
  - c. Neither [Third Party], nor any of its respective employees, agents, or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is a person that is the target of economic sanctions (a “**Sanctioned Person**”), including those sanctions administered and maintained by (i) the U.S. government (including the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of the Treasury, or the U.S. Department of Commerce), (ii) the United Nations Security Council, or (iii) any other applicable jurisdiction.  
【第三方】及任何其各自员工、代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非经济制裁的对象（“**受制裁方**”），包括由（i）美国政府（包括美国财政部外国资产控制办公室、美国财政部或美国商务部），（ii）联合国安全理事会，或（iii）任何其他适用的司法管辖区管理和维护的制裁。
  - d. Neither [Third Party], nor any of its respective employees, agents, or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is located, organized, or resident in any country or territory that is the target of a comprehensive sanctions embargo (including currently, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic) (each individually a, “**Sanctioned Jurisdiction**”).  
【第三方】及任何其各自员工、代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非位于、组建于或居于受全面制裁禁运的国家或地区（目前包括古巴、伊朗、朝鲜、叙利亚、以及乌克兰的克里米亚地区、所谓的顿涅茨克人民共和国和所谓的卢甘斯克人民共和国）（每个国家或地区单独被称为“**受制裁地区**”）。

- e. Neither [Third Party], nor any of its respective agents or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is owned or controlled by a Sanctioned Person, or a person located in a Sanctioned Jurisdiction.  
【第三方】及其各自的代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非由受制裁方或位于受制裁地区的主体拥有或控制。
  
- f. [Third Party] represents and warrants that it is currently in compliance with, and has adopted policies and procedures designed to promote and achieve continued compliance with, all applicable laws, including all laws in relation to anti-bribery, anti-corruption, anti-money laundering, sanctions and export control.  
【第三方】陈述并保证其目前遵守并已采取了旨在促进和实现持续遵守所有适用法律的政策和程序，包括与反贿赂、反腐败、反洗钱、制裁及出口管制相关的所有法律。

## Long Version

### Representations, Warranties, and Covenants:

#### 陈述，保证和承诺：

1. [Third Party] represents and warrants that:  
【第三方】陈述并保证如下：
  - a. [Third Party] is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services.  
【第三方】已根据当地法律、法规、政策和行政要求获得许可、进行注册或具备资格来提供本协议中的货物或服务，且没有任何法规或其他义务禁止其提供此类货物或服务。
  - b. [Third Party] and its directors, officers, agents, employees or representatives acting for and on its behalf (each, a “**Affiliated Representative**”) are and have been, in full compliance with all applicable laws, including those in relation to anti-bribery, anti-corruption, anti-money laundering, sanctions and export control (the “**Compliance Laws**”). [Third Party] is not aware of any action by itself or an Affiliated Representative that would, directly or indirectly, result in a violation of or has violated the Compliance Laws, and no action, suit, investigation or proceeding by or before any government authority to any Compliance Laws is pending or threatened.  
为【第三方】行事或代表其行事的董事、管理人员、代理人、雇员或代表（各自称为“**关联代表**”）现在且一直以来完全遵守所有适用的法律，包括与反贿赂、反腐败、反洗钱、制裁及出口管制相关的法律（“**合规法律**”）。【第三方】没有发现其自身或关联代表有会直接或间接导致违反或已经违反合规法律的任何行为，也没有任何未决的或被威胁的针对任何合规法律的政府机构的任何行动、诉讼、调查或程序。
  - c. [Third Party] shall not and shall procure that any Affiliated Representative acting for or on behalf of it shall not, take any action, directly or indirectly, that would result in a violation of any applicable anti-bribery or anti-corruption laws, including, without limitation, using or offering any funds for any unlawful contribution, gift, entertainment or other unlawful payments to any Covered Government Official (as defined below) or to any other person while being aware of or holding a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any Government-Related Entity (as defined below) for the purpose of obtaining, retaining or directing business to the Company or to otherwise obtain an improper advantage for the Company. [Third Party] will not undertake any action that may cause the Company to be in violation of any applicable anti-bribery or anti-corruption laws.  
【第三方】不得且应促使任何为其行事或代表其行事的关联代表不得直接或间接采取任何会导致违反任何适用的反贿赂或反腐败法律的行动，包括但不限于使用或提议任何资金给任何涵盖的政府官员（定义如下）或任何其他人员提供任何非法捐款、礼品、款待或其他非法款项，且知晓或相信该等款项或有价物将被交给上述人员，以影响该等人员或任何政府相关机构（定义如下）的任何行为或决定，并且以为公司获得、保留或指派业务，或以其他方式为公司获取不正当利益为目的。【第三方】不会采取任何可能导致公司违反任何适用的反贿赂或反腐败法律的行动。

“**Government-Related Entity**” refers to 1) SOE, 2) companies in which the government owns less than a controlling share (50%) of stocks, 3) companies whose management, board of directors, or shareholders consist of officials, or former officials; 4) government-backed business associations; 5) non-enterprise organizations or public institutions owned or controlled by government public organizations.

“政府相关机构”是指：是指1）国企；2）非国有控股的公司（国家拥有小于50%股份）；3）由政府官员或前政府官员担任高管、董事、或者股东的公司；4）有政府背景的行业协会；5）由政府实际管辖的事业单位。

“Covered Government Official” refers to employees, officers, directors, and representatives of any Government or Government-Related Entity. This term also includes employees, officers, directors, and representatives of public international organizations (such as the United Nations and the World Bank), political party officials, military personnel, judicial authorities, and candidates for political office.

“涵盖的政府官员”是指任职于任何政府、政府相关机构中的雇员、官员、董事或代表。本术语也包括公共国际组织的雇员、官员、董事或代表（比如联合国、世界银行等）、政党官员、军事人员、司法机构，以及政府职位的候选人。

- d. [Third Party] shall procure that its operations shall be conducted at all times in compliance with applicable anti-money laundering and counter-financing of terrorism statutes of all applicable jurisdictions.  
【第三方】应确保其运营始终遵守所有适用司法管辖区适用的反洗钱和反恐融资法规。
- e. [Third Party] will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from the Company for any extraordinary expenditure.  
【第三方】将会（i）提供真实且完整的文档，以合理的细节支持所开展的工作和产生的任何费用，（ii）保留真实、准确和完整的发票、报告、陈述、账簿和其他记录，以及（iii）获得公司对任何异常支出的书面预授权限。
- f. [Third Party] will permit, during the term of the agreement and for three years after final payment has been made under the agreement, the Company's internal and external auditors access to any relevant books, documents, papers, and records of [Third Party] involving transactions related to the agreement upon 14 days' notice.  
在协议期间及本协议下最终款项结清后的三年内，【第三方】将会允许在提前 14 天通知的情况下，允许公司的内外部审计师有权访问【第三方】有关本协议下交易的任何相关账簿、文档、文件和记录。
- g. Neither [Third Party], nor any of its respective employees, agents, or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is a person that is the target of economic sanctions (a “Sanctioned Person”), including those sanctions administered and maintained by (i) the U.S. government (including the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of the Treasury, or the U.S. Department of Commerce), (ii) the United Nations Security Council, or (iii) any other applicable jurisdiction.  
【第三方】及任何其各自员工、代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非经济制裁的对象（“受制裁方”），包括由（i）美国政府（包括美国财政部外国资产控制办公室、美国财政部或美国商务部），（ii）联合国安全理事会，或（iii）任何其他适用的司法管辖区管理和维护的制裁。
- h. Neither [Third Party], nor any of its respective employees, agents, or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is located, organized, or resident in any country or territory that is the target of a comprehensive sanctions embargo (including currently, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic) (each individually a, “Sanctioned Jurisdiction”).  
【第三方】及任何其各自员工、代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非位于、组建于或居于受全面制裁禁运的国家或地区（目前包括古巴、伊朗、

朝鲜、叙利亚、以及乌克兰的克里米亚地区、所谓的顿涅茨克人民共和国和所谓的卢甘斯克人民共和国）（每个国家或地区单独被称为“**受制裁地区**”）。

- i. Neither [Third Party], nor any of its respective agents or other representatives acting for or on behalf of [Third Party] in connection with [this Agreement] is owned or controlled by a Sanctioned Person, or a person located in a Sanctioned Jurisdiction.  
【第三方】及其各自的代理人或就【本协议】为【第三方】行事或代表其行事的其他代表均非由受制裁方或位于受制裁地区的主体拥有或控制。
  - j. [Third Party] represents and warrants that it is currently in compliance with, and has adopted policies and procedures designed to promote and achieve continued compliance with, the Compliance Laws.  
【第三方】陈述并保证其目前遵守并已采取了旨在促进和实现持续遵守所有适用的合规法律的政策和程序。
2. [FOR REVIEW TRANSACTIONS THAT REQUIRE ANNUAL COMPLIANCE CERTIFICATIONS]: [Third Party] will complete and submit to the Company, the *Compliance Certificate for Vendors and Business Partners of GDS (Appendix II)* at an annual interval, upon request by the Company.  
【对于需要年度合规证明的审查交易】：【第三方】将在公司的要求下，每年填写并向公司提交《GDS 供应商以及业务伙伴合规承诺书》（附录 II）。
3. [IF THE THIRD PARTY IS REQUIRED TO UNDERGO TRAINING BY THE Company]: [Third Party] agrees that upon request by the Company, any persons acting on behalf of [Third Party] in connection with work for the Company, will complete training on the Compliance Laws at a mutually agreeable time and place.  
【如果公司要求第三方接受培训】：【第三方】同意在公司的要求下，代表【第三方】开展与公司相关工作的任何人员将在双方同意的时间和地点完成关于合规法律的培训。

#### Termination Provision:

##### 终止条款:

4. The Company may terminate the contract if [Third Party] (i) breaches any of the above Representations and Warranties; or (ii) if the Company learns (a) that improper payments are being or have been made to Government Officials or any other person by the [Third Party] or those acting on behalf of the [Third Party] with respect to services performed on behalf of the Company or in connection with this Agreement, or (b) that the [Third Party] or those acting on behalf of the [Third Party] with respect to services performed on behalf of the Company or in connection with this Agreement has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. In the event of termination, [Third Party] shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and [Third Party] shall be liable for damages, refund or remedies as provided by law. Further, [Third Party] will indemnify and hold the Company harmless from any claim, liability, fine, penalty, loss, or damage that arises as a result of [Third Party]'s failure to comply with its obligations under this Agreement.
- 若存在以下情况，公司可以终止本合同：（i）【第三方】违反任何上述陈述和保证；或（ii）公司获悉（a）【第三方】或其他代表正在或已经就代表公司提供的或与本协议相关的服务，向政府官员或任何其他人士支付不当款项，或（b）【第三方】或其他代表已经就代表公司提供的或与本协议相关的服务接受了任何款项、物品或利益（不论其价值大小），作为向任何其他人士或实体授予、获得或保持业务或以其他方式获得或授予不正当商业利益的不当诱因。在终止的情况下，无论在终止前进行的任何活动或签订的协议如何，【第三方】均无权获得任何进一步的付款，而且【第三方】应对法律规定的损害赔偿，退款或补救措施承担责任。不仅如此，【第三方】

将赔偿并使公司免受因【第三方】未能遵守其在本协议下的义务而引起的任何索赔、责任、罚款、惩罚、损失或损害。

## Appendix IV: Declaration of Conformity

### 合规声明

#### Declaration of Conformity

本人\_\_\_\_\_，身份证号码/护照号码\_\_\_\_\_，应聘\_\_\_\_\_公司\_\_\_\_\_部门\_\_\_\_\_岗位，为遵守本人在工作期间之职业道德和责任，我愿向公司做出以下声明（请在所选项后的  内打√）：

I \_\_\_\_\_, identification number/ passport number \_\_\_\_\_, apply for the position of \_\_\_\_\_, \_\_\_\_\_ (department), of \_\_\_\_\_ (Company).

In order to comply with professional ethics and responsibilities, I declare for the following statements.

(Please tick off the box  following each statement):

一、本人入职并与公司签订劳动合同前/入职至今，无犯罪记录，且没有为获得、保持业务或以获取任何不当利益为目的，直接或通过中介机构向任何官员行贿的行为。本人始终遵守所有适用的反腐败法律。

Prior to my employment with the Company/Since employed with the Company, I have no criminal history. I have not committed acts of bribery directly, or through third-party intermediaries, to any official(s) for the purpose of acquiring, maintaining business and/or illegally soliciting improper benefits. I have also complied at all times with all applicable anti-corruption laws.

是/Yes  否/No

**【行贿】**指通过向他人给与或提供诱导以影响其做出某项决定，而该决定对行贿者的个人利益或其所在组织的商业交易有影响。不正当的目的包括但不限于：(1) 影响该人的任何行为或决定；(2) 诱使该人作为或者不作为导致其违反法定义务或者背信的行为；(3) 谋求不正当利益；(4) 诱使该人利用他/她对政府实体的影响；以及(5) 诱使该人违反其在销售商品和服务方面的职责。

**“Bribery”** is defined as offering or providing an inducement to someone in order to influence any decision making affecting an entity’s business or the personal gain of an individual. Improper purpose includes but not limited to: (1) influencing any act or decision of such person; (2) inducing such person to do or omit any act in violation of a lawful duty or in breach of trust; (3) securing an improper advantage; (4) inducing such person to use his/her influence with a government entity; and (5) inducing such person to breach his/her duties with respect to the sale of goods and services.

**【官员】**指政府或其任何部门、机构，或公共国际组织的任何官员或雇员，以及在其职权范围内为政府或其部门、机构或公共国际组织工作的任何人，或代表该国政府或其部门、机构或公共国际组织开展活动的任何人。

**“Official”** is defined as any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organizations.

二、本人是否有直系亲属及其他近亲成员满足上文条款“一”中**【官员】**定义：

I have/had affiliations with immediate families or close relatives that meet definitions of

“Officials” outlined in Section 1.

**【直系亲属】**包括配偶、父母及子女（无论在经济上是否依赖于该受限人员的支持）。  
*“Immediate family” refers to spouse, parents, and children (regardless of reliance of financial supports from the restricted personnel).*

**【近亲成员】**包括直系亲属、兄弟姐妹、祖父母、外祖父母、孙子女、外孙子女。  
*“Close relatives” refer to direct family members, siblings, paternal grandparents, maternal grandparents, paternal grandchildren and maternal grandchildren.*

是/Yes                       否/No

如果答案为“是”，请填写该官员如下具体信息：

If the answer is “Yes”, please fill in the information of the said officials in the following table:

姓名 Name	与本人关系 Relationship	工作单位 Organization	职位 Position	所属官员类型 Type of Official Designation

三、本人承诺如实并完整提供上述个人信息，不存在隐瞒真实情况和虚报个人资料。因本人不实陈述给公司带来损害，由本人承担，公司可以通过法律途径追究本人责任。

I certify that all information provided by me herein is complete and true. Should there be any damage to the Company due to untrue or falsified statements, I will be held liable and the Company can pursue legal action against me.

声明人签名：

Signature:

签署日期：

Date of declaration: