



## **Policy on Compliance with Anti-Corruption & Anti Bribery Rules**

### ***Our Values***

ZIM Integrated Shipping Services Limited and its subsidiaries (“ZIM” or the “Company”) is committed to maintaining the highest ethical standards. Our Code of Ethics describes our commitment “to fairness in business and integrity in doing business.” True, we will not engage in bribery because it is against the law, and it is our policy to comply with applicable anti-bribery and anti-corruption laws. But more than that, we act honorably in all of our business dealings because it is the right thing to do. It is who we are.

The purpose of this Policy is to underline our collective commitment to these values and to compliance with all relevant anti-bribery laws. We must be aware of local anti-bribery laws where we operate, but we also must recognize that the foreign bribery laws of European nations, the United States, and other countries have a broad extraterritorial reach. Many of these foreign bribery laws are strictly enforced. Even if we avoid criminal liability, a bribery investigation can cause enormous reputational damage to the firm and our business partners.

If you have a question or concern about what is proper conduct for you or anyone else, promptly raise the issue with your manager, the General Counsel or the Regulation Manager or use the ZIM hotline. Our managers must address employees’ concerns about this Policy promptly and with respect. Managers are required themselves to act honorably, but they also must promote an environment in which compliance with this Policy and applicable law is part of ZIM’s culture.

Each of us is responsible for upholding the Company’s values. We must earn the trust of our fellow employees, our customers, and ZIM’s other business partners every day. We endeavor to operate as a world class company. Only performance with integrity will maintain our reputation and our customers’ confidence in our business.

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Aharon Fogel, Chairman

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Eli Glickman, President & Chief Executive Officer

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## 1. Preamble

ZIM is committed to conducting business in an honest, ethical and professional manner wherever ZIM operates. We will adhere to these standards and ZIM's Code of Ethics,<sup>1</sup> even it means that we lose business, suffer delays or face unfair government sanctions. No employee will ever suffer penalty or face any retaliation for refusing to pay bribes or for reporting demands for bribes or other corrupt activity.

By the nature of its business, ZIM faces a variety of corruption risks. This Policy will not attempt to identify all of those risks but at the outset, we highlight three key ZIM risks:

- (i) operation in high-risk jurisdictions;
- (ii) shipping has historically been considered a relatively high-risk business sector; and
- (iii) demands by government, port officials or others for small payments to perform their duties.

ZIM's policy is to conduct our operations and activities in compliance with all applicable anti-bribery laws. This Policy will help explain these laws and help you and the Company remain on the right side of the law.

Failure to follow these laws may result in the imposition of large fines, debarment from government contracts, or other sanctions that may threaten our ability to continue to do business, as well as irreparably damage our reputation. In addition, individuals who violate anti-bribery laws can be sentenced to lengthy jail terms.

In light of these concerns, ZIM's Board of Directors approved the adoption of this Policy on Compliance with Anti-Corruption and Anti-Bribery Laws (the "**Policy**"), which, in essence, expands on the principles and specific prohibition against bribery found in in ZIM's Code of Ethics.

This Policy applies to all ZIM's directors and employees, all ZIM subsidiaries, and all ZIM joint ventures that ZIM controls. All ZIM directors and employees must read and comply with this Policy. Managers at all levels are responsible for ensuring that their subordinates are aware of and understand this Policy and for responding to questions regarding the Policy. All ZIM employees are responsible for ensuring compliance with this Policy and for reporting any actual or suspected violations of the Policy. Any employees with comments regarding the Policy are encouraged to contact the General Counsel and Corporate Secretary ("**General Counsel**") or the legal department regulation manager (the: "**Regulation Manager**").

## 2. General Statement of Policy

ZIM prohibits providing any money or anything else of value to any person to gain or retain business or improperly to influence some government decision (e.g., avoiding an environmental fine).

You cannot solicit or receive payments of money or anything of value in return for making decisions that improperly favor a business partner.

Any improper payments that cannot be made directly cannot be made indirectly through a third party. As will be discussed in Section 6, you cannot make payments to a third party if you know, or have reasonable grounds to believe, that all or a part of that payment will be passed on by the third party as a bribe.

Subject to the limitations detailed in Section 5.2, reasonable gifts, meals, entertainment, travel, lodging and other hospitality (collectively, "gifts and hospitality") may be provided by ZIM if the gifts and hospitality are provided without any corrupt intent or to obtain or retain business or influence a government decision, and, instead, the

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<sup>1</sup> Our code of ethics is available by clicking on the following link- <https://www.zim.com/about-zim/sustainability/code-of-ethics>.

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purpose of the payment is foster good business relations.<sup>2</sup>

In addition, to these limitations, ZIM will comply with all relevant anti-bribery laws and regulations, including the Israeli Penal Law, the U.K. Bribery Act and the U.S. Foreign Corrupt Practices Act (“**FCPA**”). Anti-bribery laws vary around the world but they generally follow similar forms, banning direct or indirect bribes of money or anything of value to government officials (and sometimes private parties). When in doubt regarding the particular requirements of any local law, contact the General Counsel and the Regulation Manager.

As noted, you must speak up if you see or suspect corrupt activity at ZIM or if a business partner has or may engage in corruption. See Section 13 for further information.

### 3. *Dealing with Government Officials*

ZIM prohibits the payment of bribes to *any* person, and many anti-bribery laws, such as the U.K. Bribery Act, ban bribe payments not only to government officials, but also to private parties (such as our private sector business partners). However, you should be particularly careful in your relationships with government officials. Not only is the payment of bribes prohibited, but local laws may also prohibit anyone from providing other things of value, such as gifts and hospitality, to government officials. If you have any questions regarding your interactions with government officials, contact the General Counsel or the Regulation Manager. In this context, you should consider the term “government official” to be defined broadly to include any government official or employee (including those performing executive, legislative or judicial functions or acting at a local or national level), employees of state-owned or controlled enterprises, employees of international organizations such as the World Bank, political party officials or employees, candidates for political office, or persons working in an official capacity for or on behalf of any of these government officials (collectively, “**Government Officials**”). This broad definition is used in this Policy.

### 4. *Bribe Payments Can Be Anything of Value*

Bribe payments are often money but they can be anything of value. For example, a bribe can be a lavish or excessive gift, meals, travel, entertainment or other hospitality; the forgiveness of debt; a job provided to a relative of a government official; stock; and charitable donations to a charity favored by a government official. Employees should ensure anything of value that the Company offers to an individual is not designed to improperly or corruptly influence that person.

### 5. *Gifts, Meals, Entertainment, Lodging, Travel*

As noted above, gifts and hospitality can be used as bribes. You cannot provide gifts and hospitality to any person corruptly, with the expectation that this person will provide some improper advantage to ZIM.<sup>2</sup>

However, providing reasonable gifts and hospitality for, or receiving hospitality from, our business partners is generally permitted if the cost of such gifts and hospitality is reasonable and it is provided for an appropriate business purpose. For example, gifts and hospitality designed to foster good business relations and that does not have a corrupt purpose is generally permitted. These general principles apply when providing gifts and hospitality to government officials, but as noted, the risk associated when offering anything to government officials is higher than making the same offer to someone in the private sector. Local law may place strict limits on what types of gifts and hospitality may be provided to government officials. For example, it may be illegal to provide even a trivial gift to a government official working in a procurement capacity.

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<sup>2</sup> Current gift limits are set in Procedure 306-003E “Offering Gifts, Entertainment and Hospitality”. Please also see limitations on receiving gifts as set in Procedure 306-002E “Receiving Gifts or Benefits”.

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To avoid any suggestion that ZIM is providing hospitality for any corrupt purpose or in contravention of the law, ZIM has adopted the procedures outlined below.

### 5.1. *Permitted Gifts and Hospitality*

While no gifts, meals, entertainment, travel, lodging or other hospitality may be provided to corruptly obtain business or some improper advantage, generally the following activity is permitted:

- Small value promotional gifts or reasonably priced meals or entertainment offered as an indication of good will or etiquette. Modest gifts with the ZIM logo are generally less likely to raise concerns (e.g., pens, sweatshirt, notepad). Note, however, the value limitations placed on certain hospitality payments below in Section 5.2.
- Reasonable and bona fide expenditures, such as travel and lodging expenses directly related to (i) the promotion, demonstration, or explanation of ZIM services and to further ZIM's strategic objectives; or (ii) the execution or performance of a contract with a government or business partner.

### 5.2. *Restrictions on Gift and Hospitality*

In order to avoid even the appearance of improper behavior regarding the use of gifts and hospitality, this Policy provides the following additional rules and guidelines regarding the use of such items:

- No gifts of cash may be provided to any party.
- No gifts may be made in excess of US\$100 per individual recipient per year, and as may be determined from time to time in ZIM's relevant procedure.
- No business meals and entertainment expenses may cost more than US\$70 per person, or in special cases that have been approved by ZIM's VP/EVP, and as may be determined from time to time in ZIM's relevant procedures.<sup>2</sup>
- Any hospitality payments for Government Officials must be approved in advance in writing by a local agency manager.
- All payments of gifts, meals, entertainment, travel, lodging or other hospitality must comply with any applicable local law. To avoid any implication that the payments are part of a corrupt *quid pro quo* arrangement, you should avoid providing gifts and hospitality close in time to decisions by Government Officials or third parties that may impact ZIM's business. You may not provide hospitality to relatives of a Government Official or relatives of an employee of a private sector business partner. For example, if you take an employee of a potential client out to dinner, you generally may pay for the employee of the potential client, but not for that employee's spouse.
- Travel payments may only be made for third parties if the travel is required to further some business purpose. Any airline travel for any third parties or any travel payments for Government Officials must be approved in advance by the General Counsel or the Regulation Manager.

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- Any proposed hospitality payments that would deviate from these rules must be approved in writing in advance by the General Counsel or Regulation Manager.

### **5.3. Recording of Hospitality Payments**

All hospitality expenses must (i) be supported by appropriate receipts, invoices, statements or other relevant documents and (ii) accurately recorded in ZIM's books. See Section 9 for further details.

## **6. Business Partners**

ZIM is committed to working only with competent, reputable business partners that act with integrity. Working with dishonest business partners may not only damage ZIM's reputation, but it may also lead to legal liability for ZIM and for you. For example, it is just as illegal for you to use a third party to pay a bribe as it is for you to pay that bribe yourself. Likewise, if you make a payment to a third party while knowing, or having reasonable grounds to believe that all or a portion of that payment will be passed on to a Government Official or another person for a corrupt purpose, then you (and ZIM) may be liable for the payment as if you made it yourself. The procedures described in this Section help ensure that you, and ZIM, only work with reputable business partners and will help prevent payments to third parties being used for corrupt purposes.

### **6.1. Written Contracts**

Any agreement with an expected annual turnover in excess of US\$100,000 with a Government Official, or with any third party interacting with Government Officials on ZIM's behalf shall be in writing. This will also apply to joint venture agreements.

### **6.2. Due Diligence on Certain Business Partners**

Third parties interacting with Government Officials on ZIM'S behalf must undergo anti-corruption diligence review by the business unit retaining the third party. This due diligence includes:

- (i) a questionnaire to be completed by the third party;
- (ii) a certification from the ZIM employee seeking to hire the third party; and
- (iii) an executed approval form.

Note that conducting business directly with a government body or a state-owned enterprise does not require the third-party diligence outlined here. For example, if ZIM conducts business directly with a state-owned shipping company, without the use of any intermediaries, these diligence procedures do not apply. However, the General Counsel, the Regulation Manager, or any other ZIM manager can direct that the third-party diligence described here be conducted for any other third party that appears to present significant corruption risk.

The diligence form for third party diligence is included as **Annex A**.

### **6.3. Anti-corruption Contract Terms**

The terms set forth at **Annex B** shall be included in contracts with all third parties interacting Government Officials on ZIM's behalf. Contracts with these third parties shall also contain:

- A description of the services or goods to be provided by the third party.



- Details and conditions of the amount to be paid to the third party, including the specific account where the payment to the third party shall be made. Without the prior consent of the General Counsel or the Regulation Manager, payments shall only be made (i) in countries where the third party operates or has a headquarters (e.g., a payment to an agent in China cannot be made to a Swiss bank account) and (ii) to an account in the name of the contracting third party.

#### **6.4. Ongoing Monitoring**

You must monitor all third parties, but particularly those that interact with Government Officials on ZIM's behalf, for signs of corrupt activity. Warning signs or "red flags" indicating possible corruption or increased risk of corruption are set forth at **Annex C**. You should report any significant red flags to the General Counsel or the Regulation Manager.

#### **7. Donations**

ZIM does not make contributions to political parties.

You should also exercise care in making charitable donations on ZIM's behalf. As noted above, Government Officials may attempt to solicit corrupt payments through charities. Therefore, unless you are making a charitable donation to a well-known and reputable charity (e.g., the Red Cross or UNICEF), ZIM requires that any such donation be subjected to reasonable diligence, including on the potential recipients of charitable donations. Through that diligence, ZIM will attempt to identify unethical activity at the charity or any ties between a charity and Government Officials. To obtain approval for a charitable donation, you must inform the General Counsel or Regulation Manager if the request for a donation originated with a Government Official or if the donation will support government programs (e.g., schools). Charitable donations, and any related diligence, can only be approved in advance of any donation by ZIM's Donation Committee, which comprises of EVP Countries & Business Development and EVP HR & Organization, and as stipulated by ZIM's donation policy.

#### **8. Payments to Protect Health and Safety**

ZIM will not risk the health or security of its employees or the employees of its business partners. You may make a payment that would otherwise be barred by this Policy if the payment is required to protect the health or safety of any individual. These payments should only be made with the advance written approval of the General Counsel, but if advance approval is not practical, these payments should be reported to the General Counsel's office as soon as possible after the payment is made.

#### **9. Accurate Records**

All ZIM transactions must be accurately and completely recorded and documented. At a minimum, ZIM's records must set forth the amount of any payment, the recipient of the payment, the reason for the payment, and the date of the payment. Records documenting payments of hospitality (e.g., meals, entertainment, gifts) must identify also whether any payments were made to Government Officials and the name and position of the Government Official. You should never create false invoices, payroll records or other false and misleading financial records or documents, nor may ZIM maintain accounts or assets that are not recorded on appropriate ZIM records.

#### **10. Training**

New employees shall receive appropriate anti-corruption training upon hiring. Other employees will receive, where appropriate, risk-based training that may vary depending upon the employee's role and exposure to Government

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Officials. The General Counsel and Regulation Manager are responsible for creating and implementing an appropriate anti-corruption training program.

### **11. Violations of this Policy**

Any employee who violates this Policy may be subject to disciplinary action, including termination of employment. ZIM may also refer possible illegal activity to law enforcement authorities.

### **12. Responsibility for this Policy**

The General Counsel is responsible for the oversight and effective implementation of this Policy. The Regulation Manager will monitor and review the effectiveness of this Policy. The Regulation Manager shall submit a report at least once every two years to the General Counsel, and to the Board of Directors at least once every four years, reviewing the implementation of the Policy and recommending, if appropriate, any modifications to the Policy.

### **13. Reporting Potential Violations**

Promptly upon becoming aware of any actual or potential violations of this Policy or any anti-corruption law, employees shall report the matter via email to the General Counsel (Noam Nativ; [Nativ.Noam@zim.com](mailto:Nativ.Noam@zim.com)) or Regulation Manager (Tammy Hevrony; [Hevrony.Tammy@il.zim.com](mailto:Hevrony.Tammy@il.zim.com)).

In addition, written reports may be made anonymously in accordance with ZIM's Whistleblower and Internal Complaints procedure,<sup>3</sup> via the following Whistleblower Hotline-

Phone: +972-4-865-2028; Fax: +972-4-865-2744

Email address: [Dahan-Nagar.Simcha@il.zim.com](mailto:Dahan-Nagar.Simcha@il.zim.com)

Internet address to whistleblower tool: [zim.whistleblownetwork.net](http://zim.whistleblownetwork.net)

Mail: Company Chief Internal Auditor, P.O.B 15067 Park Matam, Haifa 3190500, Israel

### **14. No Retaliation**

No ZIM employee shall face retaliation or suffer any detrimental treatment as a result of refusing to take part in bribery or corruption or as a result of a good faith reporting of actual or suspected corrupt activity or violations of this Policy. If you believe you have suffered any such treatment, follow ZIM's whistleblower and Internal Complaints procedure, and notify ZIM's Internal Ethics Committee<sup>4</sup> at: [dahan-nagar.simcha@il.zim.com](mailto:dahan-nagar.simcha@il.zim.com), or if the treatment involves a member of ZIM's Internal Ethics Committee, the Board of Directors.

### **15. Deviation from this Compliance Policy**

No person shall deviate from the standards set forth in this Policy without the prior written authorization of the General Counsel. The General Counsel shall document the nature of and the rationale for permitting any deviation from this Policy and notify the Chief Executive Officer of the deviation from the Policy.

<sup>3</sup> Procedure 100-006E "Whistleblower and Internal Complaints" (the "Whistleblower Procedure").

<sup>4</sup> The Ethics Committee is comprised of EVP HR, General Counsel and Company Secretary, EVP Countries & Business Development, Security Unit Manager and Internal Auditor, and all in accordance with ZIM's Whistleblower Procedure.

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**16. Policy History**

Adopted by the Board: March 20, 2020

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## **Annex A – Third Party Due Diligence**

***These procedures are required for proposed business partners interacting with Government Officials on ZIM's behalf in cases whereby the agreement with ZIM either: (1) includes an expected annual turnover of at least USD 100,000, or (2) in accordance with other threshold to be determined and approved by the General Counsel.***

**This procedure will not apply to direct engagements with government bodies or state-owned enterprises.**

This procedure also applies, to the extent possible, to third-party agencies or agencies in which ZIM holds a minority interest and to third parties that are intended to be ZIM's business partner in a joint venture transaction.

*Part I is to be completed by the proposed business partner; Part II is to be completed by the employee seeking to have ZIM retain the business partner; and Part III is to be completed by either the country manager, or in cases not involving ZIM's agencies, the Regulation Manager.*

*Unless otherwise required by applicable law, this Annex A – Third Party Due Diligence shall be retained by the relevant unit for a minimum period of the latest of either: (i) 7 years from the signature date of the questionnaire; (ii) 7 years from the date of termination of the engagement with the third party.*

### **Part I (to be completed by the Applicant)**

Dear Applicant,

ZIM is committed to conducting business in a lawful, ethical and professional manner. As part of ZIM's anti-corruption program, ZIM's conducts background checks on certain of its proposed business partners. This survey is part of that background review.

Please answer the below questionnaire completely and accurately. If a question is not applicable, write "N/A" in the space provided. If the space provided for a question is insufficient, you may attach additional pages. The completed and signed questionnaire, together with all accompanying documents, should be returned to the relevant ZIM business contact. The terms "**you**" or "**Applicant**" refers to the individual or entity seeking to enter into a business relationship with ZIM. This Questionnaires should be filled out to the best of the Applicant's knowledge. Please attach additional pages if necessary.

The information collected from this questionnaire and from other sources will not be used or processed for any other purpose, except for the purpose of considering entering into and/or maintaining a business relationship with you. We may disclose and/or transfer your personal data to ZIM's subsidiaries, associated companies, any other person under a duty of confidentiality to ZIM, our consultants and/or legal advisers and, when appropriate, to relevant regulatory authorities. This questionnaire and other related diligence will be maintained by ZIM as necessary and in accordance with applicable laws and ZIM policies.

#### **1. General Details**

##### **1.1 Initial information of Applicant**

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Individuals should complete 1.1. Entities should complete 1.2.

**Person**

- Full Name: \_\_\_\_\_  
\_\_\_\_\_
- Place of Birth: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_ (dd/mm/yyyy)
- Passport Number: \_\_\_\_\_
- Address: \_\_\_\_\_  
\_\_\_\_\_

**Entity**

- Name of the corporation, partnership, etc.: \_\_\_\_\_
- Type of Corporation: \_\_\_\_\_ (partnership, private company, publicly traded company etc.)
- Registered address: \_\_\_\_\_  
\_\_\_\_\_ (Please attach the Articles of Association or similar document)
- Number of employees: \_\_\_\_\_

**2. Ownership and Employee Ties to Government Officials and ZIM**

- 2.1. Are any of the Applicant’s ultimate beneficial owners, directors, or employees Government Officials or immediate family members of Government Officials? Yes \_\_\_ No \_\_\_
- “**Government Official**” means: (i) any employee of any government body (e.g., executive, legislative or judicial); (ii) any entity owned or controlled by a government (e.g., a state-owned enterprise); or (iii) a public international organization (e.g., World Bank); (iv) employees or officials of a political party or candidates for public office; or (v) anyone working in an official capacity for or on behalf of any of the foregoing persons.
- 2.2. If the answer to question 2.1 is “Yes,” identify (i) the name and job title of the Government Official or relative of the Government Official, and (ii) the person’s role with the Applicant.
- 2.3. Identify any shareholder, beneficial owner, director, or employee of the Applicant that (i) has any financial ties with ZIM or any ZIM employee or any immediate family member of a ZIM employee or (ii) is related to any ZIM employee or any immediate family member of a ZIM employee.

**3. Additional details**



- 3.1. Describe briefly the staff, expertise, facilities or other resources that will enable the Applicant to perform the services or tasks pursuant to the agreement to be entered into with ZIM.
- 3.2. Has the Applicant, its shareholders, beneficial owners, directors, or employees ever violated any anti-corruption, money laundering, sanctions, campaign finance rules, or any criminal laws or been debarred from bidding on government contracts? If so, describe the parties involved and the circumstances.
- 3.3. Does the Applicant conduct business with any person or entity (a “**Sanctioned Person**”) (i) subject to any sanctions administered by the United States, the United Kingdom, the European Union, or United Nations Security Council (collectively, “**Sanctions**”); (ii) located, organized, or resident in any country or territory with which dealings are broadly and comprehensively prohibited by any country-wide or territory-wide Sanctions (currently, Crimea, Cuba, Iran, North Korea, and Syria); or (c) that is directly or indirectly owned or controlled by any person or entity identified in (i) or (ii). If so, please describe the circumstances.
- 3.4. Is the Applicant a Sanctioned Person and does the Applicant have beneficial owners, directors, officers or employees that are Sanctioned Persons? If so, please identify those parties.

#### 4. **Declaration and Representations**

- I. I, the undersigned, \_\_\_\_\_ hereby confirm that I am duly authorized to represent the Applicant and all of the information provided above is accurate and complete to the best of my knowledge.
- II. The Applicant has received and reviewed a copy of ZIM’s Policy on Compliance with Anti-Corruption & Anti-Bribery Rules.

Signed by: \_\_\_\_\_

Position: \_\_\_\_\_

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

#### **Part II (to be completed by the ZIM employee seeking to retain the Applicant)**

Please note, if the Applicant does not know the identity of individuals who own, directly or indirectly, a 10% or more ownership interest in the Applicant, please review the matter with the General Counsel or the Regulation Manager. The General Counsel or the Regulation Manager may require additional inquiries to identify appropriate beneficial ownership information of individuals. For clarity, we do not need to seek individual beneficial ownership information for any individuals who own their interest in an Applicant through publicly traded shares, an interest in a pension fund, etc.

1. To my knowledge, all of the information provided by the Applicant in Part 1 of the diligence form is true and complete. Yes \_\_\_ No \_\_\_

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2. I, or another employee of ZIM, have conducted a general Internet search and/or reviewed a D&B or similar report regarding the Applicant and found no information indicating that the Applicant or its shareholders, beneficial owners, directors or employees have engaged in unethical or illegal activity or activity that might harm ZIM’s reputation. (The results of the Internet search and D&B or similar report are attached.) Yes \_\_\_ No \_\_\_
3. To my knowledge, the Applicant has the appropriate staff, expertise, facilities and other resources necessary to perform the services or tasks required under the proposed agreement between the Applicant and ZIM. Yes \_\_ No \_\_\_
4. To my knowledge, the payment arrangements agreed upon with the Applicant are customary and fair market value. Yes \_\_\_ No \_\_\_
5. The Applicant has been selected pursuant to relevant ZIM procurement procedures. Yes \_\_ No \_\_
6. If the answer to any of the above questions is “No” please describe the circumstances on an attached page.
7. Other than as described below, I have no information indicating that the Applicant has engaged in unethical or illegal activity or would pose a legal or reputational risk to ZIM.

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ZIM Employee proposing retention of the Applicant

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Part III (to be completed by either the country manager, or in cases not involving ZIM’s agencies, the Regulation Manager).**

I have reviewed the diligence provided in Annex I, Part I and Part II; I have reviewed the proposed contract with the Applicant, including the compliance terms of that contract; and I approve the retention of the Applicant.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

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## **Annex B – Compliance Contract Terms**

The following terms, or terms substantially similar to these terms, shall be included in contracts with third parties interacting with Government Officials on ZIM’s behalf.

### **Definitions.**

“Company” means ZIM or the relevant ZIM subsidiary or corporate entity.

“Counterparty” means any of the third party, its subsidiaries or affiliates.

“Government Official” means any (i) government official or employee (including those performing executive, legislative or judicial functions or acting at a local or national level), (ii) employees of state-owned or controlled enterprises, (iii) employees of international organizations such as the World Bank, (iv) political party officials or employees or candidates for political office, or (v) persons working in an official capacity for or on behalf of any of these government officials.

“Sanctions” means all laws of the United States, the United Kingdom, the European Union, or United Nations Security Council concerning trade and economic sanctions including embargoes; the freezing or blocking of assets of targeted persons, including any laws threatening to impose such trade and economic sanctions.

“Sanctioned Country” means any country or territory with which dealings are broadly and comprehensively prohibited by any country-wide or territory-wide Sanctions (currently, Crimea, Cuba, Iran, North Korea, and Syria).

“Sanctioned Person” means any person or entity (i) with whom transactions or dealings are restricted, prohibited, or sanctionable under any Sanctions, (ii) located, organized, or resident in a Sanctioned Country, or (iii) owned or controlled by a person or entity described in (i) or (ii).

### **Representations, Warranties and Covenants.**

1. Counterparty represents and warrants that it and its owners, directors, officers and employees are familiar with the requirements of applicable anti-bribery and anti-corruption laws and regulations, anti-money laundering law, campaign finance laws, sanctions, and other laws relating to financial crimes (collectively, the “Anti-corruption Laws”), and that none of them has or will violate the Anti-corruption Laws.
2. Counterparty has received and reviewed ZIM’s Policy on Compliance with Anti-corruption & Anti-Bribery Rules, and Counterparty’s responses to ZIM’s diligence questions are true.
3. Counterparty represents and warrants that neither it nor its owners, directors, officers or employees is<sup>5</sup> a Government Official or a member of the immediate family of a Government Official.
4. Counterparty represents and warrants that it is and will remain throughout the term of this Agreement in

<sup>5</sup> [This language should be modified for Counterparties that are individuals.]

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compliance with the laws, regulations, and administrative requirements of relevant country or jurisdiction of Counterparty incorporation and operations, and as may be applicable for the execution of this agreement.

5. Counterparty represents and warrants that, in connection with this Agreement, it has not paid or offered or received and will not pay or offer or receive, directly or indirectly (i) any payment to or from a ZIM employee or (ii) any political contribution.
6. No Counterparty shareholder, beneficial owner, director, or employee is a Sanctioned Person; the Counterparty engages in no business relations with any Sanctioned Person; and the Counterparty has no facilities, accounts or other assets located in a Sanctioned Country.<sup>6</sup>
7. The Company shall be entitled to request that Counterparty certify at any time or from time to time its compliance with the representations, warranties and covenants set forth in this Section, including as a condition to payment of any amount due to Counterparty hereunder, and to refuse payment of any such amount if the Company has reasonable grounds to believe that any certification provided by Counterparty is inaccurate.

#### No Agency; No Subcontracting or Assignment.

1. The status of Counterparty shall be that of independent contractor, and Counterparty and its employees shall not be deemed employees or agents of the Company. None of the terms of this agreement shall be deemed to create a partnership, joint venture,<sup>7</sup> agency, employment, trust or other relationship between the Company and Counterparty or any of their respective employees. Counterparty shall not take or omit to take any action that may create any inference that Counterparty is an agent of the Company, nor shall Counterparty have any authority to create any obligation, express or implied, in the name or on behalf of the Company.
2. Counterparty may not, without the prior written consent of the Company (i) subcontract any of the services to be provided by Counterparty hereunder; or (ii) assign any of its rights or delegate any of its duties hereunder. Any assignment made without such consent shall be null and void for all purposes.

#### Payments, Records, Termination.

1. All payments to Counterparty shall be subject to receipt by the Company of appropriate, detailed invoices from Counterparty and to the provision of such supporting documentation and accounting records as the Company may reasonably request. All payments to Counterparty shall be made by wire transfer to the account specified in this Agreement.
2. Counterparty shall maintain accurate books and records associated with the transactions contemplated hereby, including without limitation, timesheets, work specifications, invoices, receipts and documentation of expenses. All such records shall be available for review and inspection by the Company or its representatives during Counterparty's normal business hours, and Counterparty shall cooperate in any such review and inspection and

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<sup>6</sup> This language may need to be modified if the Counterparty has legal relations with Sanctioned Persons.

<sup>7</sup> This may be modified as appropriate in the case of a partnership or joint venture agreement.

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shall provide all additional information related to this Agreement reasonably requested by Company.

3. Notwithstanding any other provision of this Agreement to the contrary, if the Company has reasonable grounds to believe that Counterparty has or may have violated any of its representations, warranties or covenants as set forth herein, the Company may immediately suspend all payments to Counterparty pending clarification to the Company's reasonable satisfaction that no such violation has occurred. If the Company determines that Counterparty has violated any such covenant or representation, the Company may immediately terminate this Agreement without penalty upon written notice to Counterparty.

Indemnification.

1. To the fullest extent permitted by applicable law, Counterparty (the "Indemnitor") shall indemnify and hold harmless the Company and its directors, officers, employees, and agents (the "Indemnitees"), from and against any and all claims, losses, damages, expenses and other liabilities (collectively referred to as "Claims"), including, as incurred, attorneys' fees, that the Indemnitees may incur that arise out of or in connection with the Indemnitor's negligence, willful misconduct or its breach of any representation, warranty or other obligation under this Agreement. The Indemnitees shall promptly notify the Indemnitor of any Claim, and the Indemnitor shall defend the Indemnitees at the Indemnitees' request, with counsel reasonably satisfactory to Indemnitees.

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### **Annex C - Red Flags**

*Set forth below are examples of warning signs or “red flags” indicating possible corrupt activity by a business partner. This list is not exhaustive. Identifying one or more of these red flags does not necessarily mean that a third party has engaged in corruption. Employees identifying significant red flags should immediately contact the General Counsel and notify their manager.*

- The third party has a poor business reputation or a history of making unethical payments.
- The third party has a family or business relationship with a Government Official.
- A customer or proposed customer or Government Official recommends or insists on working with the third party.
- The third party insists on keeping his identity confidential or refuses to divulge the identity of its owners, employees, or agents.
- The third party does not have relevant experience or adequate facilities, staff or other resources to perform the services or tasks for which the third party will be engaged.
- Another entity had terminated a business relationship with the third party in question under suspicious or unexplained circumstances.
- The third party provides incomplete or inaccurate diligence other information to ZIM.
- The third party refuses to put agreed terms in writing or insists on unusual or suspicious contracting procedures.
- The third party seeks secretive or unusual payment mechanisms (such as an unusual advance or a bonus), requests payment in cash or cash equivalents, requests payments in location where the third party has no offices or operations, or requests payments to a party other than the third party entering into the agreement with ZIM or with a party not involved in performing services for ZIM.
- The fee or commission to be paid to the third party in question is unusually high or complicated (e.g., payments through third party).
- The third party submits inflated, inaccurate, or insufficiently detailed invoices or invoices from an unknown source.