

Integrity Provisions

1. Terms. For the purposes of this Integrity Appendix, the Parties agree to apply the following definitions:

1.1. Applicable Integrity Laws means:

- (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively “**Anti-Bribery & Corruption Laws**”);
- (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, “**Trade Control Laws**”); and
- (iii) *Human rights and anti-modern slavery laws and international frameworks*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, including but not limited to anti-human trafficking, anti-modern slavery, anti-forced labor, and anti-child labor laws and regulations (collectively, “**Human Rights Laws**”).

1.2. Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over the Agreement including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

1.3. Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

2. Parties’ obligations. Both Parties hereby represent, warrant, and agree that they are knowledgeable as to, and will comply with, all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Integrity Appendix in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement. It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. Further, for the avoidance of doubt, no provision of this Integrity Appendix or this Agreement shall be interpreted or applied in a way that would require any party to do, or



refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

3. Channel Partner obligations. Channel Partner hereby represents, warrants, and agrees that:

3.1. Notwithstanding anything in this Agreement to the contrary, no amounts otherwise payable to Channel Partner under this Agreement shall be due and payable if and to the extent such are prohibited, restricted, or limited by Applicable Integrity Laws.

3.2. Channel Partner has reviewed and understands ABB's Code of Conduct (available online at on-line at ABB Code of Conduct — ABB Group (global.abb) and other relevant Integrity-related ABB procedures that may be made available by ABB to Channel Partner from time to time.

3.3. Channel Partner acknowledges that it will be subject to ABB's ongoing due diligence and compliance monitoring processes. Channel Partner shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's due diligence processes and shall provide ABB with any additional information on or certifications of compliance required upon request.

3.4. Channel Partner shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity-related training.

3.5. If, as a result of Trade Control Laws, the performance by ABB of any of its obligations hereunder becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Channel Partner of its inability to perform or fulfil such obligations. Once such notice has been received by the Channel Partner, ABB shall, subject to mandatory provisions of Applicable Law, be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or shall have the right to immediately terminate this Agreement by notice in writing from the date specified in the said written notice. ABB will not be liable to the Channel Partner for any costs, expenses or damages associated with such suspension or termination of the Agreement.

3.6 ABB goods, services, and/or technology may be subject to trade restrictions, including dual-use and other trade controls. To the extent applicable, Channel Partner shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever Channel Partner is the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, Channel Partner shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws. Products, services, and/or technology that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR")¹ and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. Channel Partner must provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

3.7 Channel Partner shall not solicit business from, nor seek to directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any goods, materials, parts, equipment, services, technology, technical data or software provided under this Agreement to, or for the benefit of, any Restricted Person, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Channel Partner shall immediately notify ABB if it or any of

¹ See [EAR Part 734.3](#) for the definition of "Items subject to the EAR."

its employees, officers, directors, affiliates, third parties engaged in connection with the Agreement and/or any of its customers or end-users becomes a Restricted Person.

3.8 Channel Partner represents and warrants that the Products and/or Services shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

3.9 For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

3.10 Channel Partner is hereby informed, and will inform its employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, or similar rules may be anonymously reported:

Telephone: +41 43 317 3367

Web portal: www.abb.com/integrity

E-mail: ethics.contact@ch.abb.com

Mail: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zürich, Switzerland

3.11 Channel Partner shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Channel Partner, its affiliated parties or any third parties engaged by Channel Partner in relation to the Agreement. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or actual breach has occurred, Channel Partner shall make available its Records, employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement for any audit, inquiries, or investigation which ABB deems necessary and in line with clause 13.1 of the Agreement. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Channel Partner for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

3.12 Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Any claims for payment by the Channel Partner shall be automatically terminated and cancelled, and any payments previously made shall be forthwith refunded to ABB to the extent permitted under Applicable Integrity Laws. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Channel Partner for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Channel Partner shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violation to relevant authorities as required by Applicable Integrity Laws.



[ABB entity]

Date: _____
Signature _____
Name: _____
Title: _____

Date: _____
Signature: _____
Name: _____
Title: _____

[Channel Partner entity]

Date: _____
Signature _____
Name: _____
Title: _____

Date: _____
Signature: _____
Name: _____
Title: _____