

## Integrity provisions for Medium and Low Integrity Risk Suppliers

### “DEFINITIONS

**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) 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;
- (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Contract that sanction, prohibit or restrict certain activities including direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities (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, anti-human trafficking and anti-modern slavery laws, regulations and international frameworks.

**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 Contract 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.

**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).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Contract and shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Contract. 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 Contract.
2. Supplier has reviewed, understands and agrees to perform its contractual obligations in accordance with the principles set out in [ABB's Supplier Code of Conduct](#)
3. Supplier shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's onboarding or other due diligence processes.
4. Each Party represents and warrants that, to the best of its knowledge, at the date of this Contract neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person.

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5. If, as a result of Trade Control Laws issued or amended after the date of this Contract and/or the Supplier becoming a Restricted Person, 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 Supplier of its inability to perform or fulfil such obligations. Once such notice has been received by the Supplier, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Contract in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Supplier for any costs, expenses or damages associated with such suspension or termination of the Contract.
6. To the extent applicable, Supplier shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever Supplier is the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, Supplier shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws and provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.
7. Supplier agrees to provide Customer with written notification that identifies whether items are subject to export controls and the export control classification code, when applicable. In particular, the Supplier will notify Customer if the Goods or Embedded Software are subject to the U.S. Export Administration Regulations (“EAR”) or the International Traffic in Arms Regulations (“ITAR”).
8. Supplier shall provide ABB with all Harmonized Tariff Schedule codes, Export Control Classification Numbers, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification, and Chemical Abstract Service (CAS) number, Material Safety Data Sheets (MSDS), if applicable, and any subsequent changes thereto, for any items provided in connection with this Contract. Supplier agrees to provide to Customer all relevant information necessary to verify customs tariff codes.
9. Supplier confirms that no goods, materials, parts, equipment, services, technology, technical data or software that are included in, incorporated into, or provided in connection with this Contract originate in or are transhipped through any jurisdiction/region prohibited by ABB including Cuba, Iran, North Korea, Syria, Russia, Belarus, and Crimea, Donetsk, Kherson, Zaporizhzhia, and Luhansk regions of Ukraine (such list may be amended by ABB from time to time). Further, Supplier will not take any action, furnish any information, or make any request that would be reportable or would result in a violation of law or penalty for ABB or any of its affiliates under any applicable antiboycott laws and regulations.
10. Supplier shall immediately notify ABB in writing of any breach of obligations set forth under Applicable Integrity Laws, ABB Supplier Code of Conduct, or this Integrity Clause by either the Supplier, its affiliates or any third parties engaged by Supplier in relation to the Contract. Notwithstanding the foregoing or any other provision in the Contract, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the Supplier Code of Conduct or this Integrity Clause, ABB shall, subject to mandatory provisions of applicable laws and regulations, have the right to unilaterally terminate the Contract with immediate effect. Supplier shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation, breach and/or termination of the Contract.”

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