
Integrity provisions for 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.

Records shall include all books, accounts, records and supporting or underlying documents and materials reflecting financial transactions and services related to any business conducted for or on behalf of ABB or its affiliates.

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. 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 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 acknowledges that it will be subject to ABB's ongoing due diligence and compliance monitoring processes. 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 and shall provide ABB with any additional information or certifications of compliance required upon request. Supplier shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity compliance related training.
4. Supplier will inform ABB, on a timely basis, of any third party that Supplier intends to engage to perform any part of Supplier's obligations or work under the Contract prior to such engagement and will not engage such third party without prior written approval of ABB. Supplier shall appropriately manage integrity risks arising out of their engagement of third parties for any part of Supplier's obligations or work under the Contract, including but not limited to (i) perform adequate due diligence of the third parties and mitigate risks if applicable, (ii) ensure that the third parties undertake obligations to perform business ethically and in accordance with applicable laws at the level similar to this provisions. ABB has the right to full inquiry regarding such third party and, upon ABB's reasonable request, Supplier shall provide ABB with all requested information related to such third party, including evidence of their diligence and risk mitigation by Supplier. ABB shall have the right to reject or request replacement or immediate termination of any third party if any integrity related concerns arise prior to or after their engagement.
5. 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.
6. 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.
7. 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.
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 number (if applicable), and any subsequent changes thereto, for any items provided in connection with this Contract.

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 subject to comprehensive sanctions (including but not limited to Cuba, Iran, North Korea, Syria, Russia, Belarus, and Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine, as may be amended by a relevant Sanctions Agency 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 anti-boycott laws and regulations.
10. Supplier shall, throughout the course of the Contract and for a period of five (5) years after the completion of this Contract, maintain complete and accurate Records that, in reasonable detail, accurately and fairly reflect all financial transactions and services provided related to the business of ABB and its affiliates. ABB and its authorized representatives shall have the right to access, audit, examine, and to make copies of or extracts from the Records kept by or under the control of Supplier, including, but not limited to those kept by Supplier, its employees, agents, assigns, affiliates, successors or third parties engaged in connection with the Contract. Such Records shall be made available to ABB during normal business hours at the Supplier's office or place of business, subject to three (3) days written notice. If audited data includes any commercially sensitive information of the Supplier, such data will only be made available to the members of the ABB integrity team who are not involved in day-to-day operations of any business that competes with the Supplier or to an independent third-party auditor, if appointed by ABB for the purposes of the audit.
11. Supplier is hereby informed, and will inform its employees, officers, directors and any affiliates or third parties engaged in relation to the Contract, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Supplier Code of Conduct, or similar rules may be reported, including anonymously (where permitted by law):
 - 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 Zurich, Switzerland
12. 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 affiliated parties or any third parties engaged by Supplier in relation to the Contract. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or possible breach has occurred, Supplier shall make available its Records, employees, officers, directors and any affiliates or third parties engaged in relation to the Contract for any audit, inquiries or investigation which ABB deems necessary and in line with clause 10 above. During such audit, inquiries or investigation, ABB may withhold payments 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 Supplier for any claim, losses or damages whatsoever related to its decision to suspend or withhold payments under this provision.
13. 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. Any claims for payment by the Supplier, including claims for services previously rendered, shall be automatically terminated and cancelled and all 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 Supplier for any claim, losses or damages whatsoever related to its decision to terminate payments under this provision. Further, 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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