

Anti-Bribery and Related Compliance Provisions.

- (a) Johnson Controls and third party intend that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.
- (b) Third party will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; any candidate for political office; or any employees of any of third party's or Johnson Controls Customers) for the purpose of improperly influencing their acts or decisions in violation of any anti-bribery or anti-corruption laws, including the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws (collectively, "**Anti-Corruption Laws**"). Third party will take appropriate actions to ensure that any person representing or acting under its instruction or control ("**third party's Agents**") will also comply with this Section.
- (c) No Kickbacks: No part of the payment of any amounts payable under this Agreement will be distributed to Johnson Controls, its affiliates or Customers, or any of its employees or their family members for the purpose of improperly influencing their acts or decisions.
- (d) Except as disclosed in writing to Johnson Controls (in a questionnaire response or otherwise), third party represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with Johnson Controls, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither third party, nor any of third party's Agents, have any family members who are government officials or political party candidates in a position to influence third party's commercial relationship with Johnson Controls. In addition to and without limitation of the rights contained in this Agreement, any failure to disclose any such potential conflict of interest shall entitle Johnson Controls to reclaim payments previously made to the third party.
- (e) Third party will maintain complete and accurate books and records in accordance with generally accepted accounting principles in third party's jurisdiction, consistently applied, properly and accurately recording all payments made by third party or third party's Agents in performance of this Agreement or related to it, and any commission, compensation, reimbursement, or other payment made by or on behalf of Johnson Controls to third party or third party's Agents. Third party will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives.
- (f) Third party will notify Johnson Controls promptly if (i) third party or any of third party's Agents have reason to believe that a breach of this Section has occurred or is likely to occur; or (ii) if any conflicts of interest arise after the signing of this Agreement, including if any of third party's Agents or their family members become a government official or political party candidate in a position to influence the third party's commercial relationship with Johnson Controls. Third party will send all such notices to BE-Compliance.Team@jci.com or to such other location as Johnson Controls may designate in writing.
- (g) Third party will, when and as may be requested by Johnson Controls from time to time, provide Johnson Controls a written certification in form and substance satisfactory to Johnson Controls that third party is in compliance with this Section.
- (h) Johnson Controls will not be required under any circumstances to take any action or make any payments that Johnson Controls believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws. If Johnson Controls at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Johnson Controls may withhold any commission, compensation, reimbursement, or other payment until such time as Johnson Controls has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Johnson Controls will not be liable to third party for any claim, losses, or damages

whatsoever related to Johnson Controls decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

- (i) If Johnson Controls at any time believes, in good faith, that third party has breached the warranties, representations or agreements in this Section, then Johnson Controls will have the right to audit third party's books and records related to this Agreement in order to verify third party's compliance with the provisions of this Section. The audit will be performed by individuals selected by Johnson Controls. However, upon request by third party, Johnson Controls will select in its sole discretion an independent third party to conduct an audit in order to certify to Johnson Controls that no breach has occurred or will occur. Third party will fully cooperate in any audit conducted by or on behalf of Johnson Controls.
- (j) Any breach of the warranties, representations or agreements in this Section will constitute grounds for immediate termination of this Agreement for cause by Johnson Controls and no commission, compensation, reimbursement or other payment will be due to third party. Third party will indemnify and hold Johnson Controls harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from third party's breach of the representations, warranties and agreements contained in this Section.
- (k) Antitrust and Fair Competition Compliance: Johnson Controls is committed as a matter of law and of company policy to strict compliance with the applicable antitrust and fair competition laws and regulations of the countries in which Johnson Controls conducts business. Third party agrees to comply with the legal and regulatory antitrust and fair competition requirements in the jurisdictions and countries it operates.
- (l) Johnson Controls collects, processes and transfers data and information related to the business relationship between it and Distributor, including personally identifiable data (for example names, email addresses, telephone numbers) for the purposes of allowing Johnson Controls and its Affiliates to evaluate Distributor's experience and qualifications and implement any business. Johnson Controls will be the Controller of this personally identifiable data, and agrees to use reasonable technical and organizational measures to ensure that such data is processed in conformity with applicable data protection laws. Johnson Controls may transfer such data to third parties, subsidiaries and affiliates located throughout the world and takes measures to ensure that personally identifiable data receives an adequate level of protection. The personally identifiable data will be retained as long as necessary to achieve the purpose for which it was collected and for any period thereafter as legally required or permitted by applicable law. Distributor has the right to: (i) request access to this data; (ii) rectify or cancel any inaccurate or expired data; (iii) object to any processing that does not conform to these purposes and (iv) lodge a complaint with a supervisory authority. Distributor may exercise its rights by writing to Johnson Controls at privacy@jci.com or to such other location as Johnson Controls may designate. Distributor acknowledges this clause and Johnson Controls's Privacy Notice at www.johnsoncontrols.com/privacy.