

JOHNSON CONTROLS COMPLIANCE PROVISIONS FOR SUPPLIERS

The following **JOHNSON CONTROLS COMPLIANCE PROVISIONS FOR SUPPLIERS** (“Compliance Provisions”) are hereby added to and supplement the “Agreement” entered into by and between Johnson Controls, Inc. and/or any of its Affiliates (individually and collectively “JCI” or “Buyer”) and the Supplier identified in the “Agreement”, regardless of the name or the form such Agreement is in, and any related Purchase Order, Statement of Work, or other ordering document. The Supplier may also be referred to by its legal name, an abbreviation thereof, “Seller”, “Consultant”, “Subcontractor” or other defined term. JCI and Supplier may also be referred to as a “Party” and together as the “Parties”.

In the event of any conflict between these Compliance Provisions and the terms set forth in the Agreement, unless expressly modified in writing through negotiations between the Parties, the provisions set forth herein shall govern and control.

1.1 No Improper Means of Obtaining Business. JCI and Supplier intend that no payments or transfers of value shall 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.

1.2 No Bribes. Supplier 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 of Supplier’s or JCI’s customers, or any Government Official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. Supplier will take appropriate actions to ensure that any person representing or acting under its instruction or control (“Supplier’s Agents”) will also comply with this Section.

1.3 No Kickbacks. No part of the payment of any amounts payable under this Agreement will be distributed to JCI, its affiliates or customers, or any of its employees or their family members.

1.4 No Conflicts. Except as disclosed in writing to JCI (in a questionnaire response or otherwise), Supplier represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with JCI, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither Supplier, nor any of Supplier’s Agents, are or have any family members who are Government Officials in a position to influence Supplier commercial relationship with JCI. In addition to and without limitation of the rights contained in Services Agreement, any breach of sub-Section shall entitle Johnson Controls to reclaim payments previously made to the Supplier.

1.5 Accurate Books and Records. Supplier will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Supplier’s jurisdiction, consistently applied, properly and accurately recording all payments made by Supplier or Supplier’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 JCI to Supplier or Supplier’s Agents. Supplier 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.

1.6 Business Ethics. It is JCI’s policy to conduct business lawfully and in accordance with the highest ethical standards and to require its Suppliers to maintain equivalent standards. In providing goods and services to JCI, Supplier and its personnel agree to abide by a code of ethical business conduct that meets or exceeds JCI’s supplier policies posted on: <http://www.johnsoncontrols.com/suppliers>. Supplier and its personnel also have a responsibility to bring any concerns related to these policies to JCI through its confidential Internet-reporting service at www.JohnsonControlsIntegrityHelpline.com. Suppliers and its personnel may also call JCI’s confidential, toll-free Integrity Helpline at 1-800-250-7830. For calls

originating from outside of the United States, a complete list of toll-free numbers can be found on JCI's website at: www.JohnsonControlsIntegrityHelpline.com. banned

1.7 Social Responsibility. Supplier acknowledges that it has reviewed its supply chain security procedures and, by acceptance of a Purchase Order from JCI, Supplier certifies that in the countries in which Supplier is doing business that: (a) Supplier has implemented procedures to manage the materials it purchases, including all labor-related processes, to ensure that all Products, Services and/or materials incorporated into the Supplier's Products and Services comply with laws prohibiting forced labor, slavery and human trafficking, (b) Supplier does not use labor from persons of less than minimum working age, (c) Supplier shall undertake an annual review of its supply chain processes to ensure that materials it purchases or manufactures are not produced wholly or in part in any geographical regions or by certain prohibited entities that are banned by U.S. government regulators or agencies, and (d) Supplier and all Products and Services shall comply with JCI's policies available on <http://www.johnsoncontrols.com/suppliers>. Supplier shall flow down this requirement to its suppliers.

1.8 Notification. Supplier will notify JCI promptly if (a) Supplier or any of Supplier's Agents have reason to believe that a breach of any of the provisions in this Exhibit has occurred or is likely to occur; or (b) if any conflicts of interest arise after the signing of this Agreement, including if any of Supplier's Agents or their family members become a government official or political party candidate in a position to influence Supplier's commercial relationship with JCI. Supplier will send all such notices to JCI as set forth in this Agreement or the applicable SOW, or to such other location as JCI may designate in writing.

1.9 Compliance Certification. Supplier will, when and as may be requested by JCI from time to time, provide to JCI a written certification in form and substance satisfactory to JCI that Supplier is in compliance with the provisions set forth in this Exhibit. Supplier will require its suppliers to provide such a certification upon request from JCI.

1.10 No Payments for Improper Activities. JCI will not be required under any circumstances to take any action or make any payments that JCI believes, in good faith, would cause it or its affiliated companies to be in violation of any AntiCorruption Laws (Anti-Corruption Laws include, collectively, the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws). If JCI 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, JCI may, to the extent permitted by law, withhold any commission, compensation, reimbursement, or other payment until such time as JCI has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. JCI shall not be liable to Supplier for any claim, losses, or damages whatsoever related to JCI's decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

1.11 Audit Rights. If JCI at any time believes, in good faith, including as a result of a credible public or government allegation, that Supplier has breached the warranties, representations or agreements in this Exhibit, then JCI will have the right to audit Supplier's books and records related to the Services provided under this Agreement in order to verify Supplier's compliance with the provisions of this Exhibit. The audit will be performed by individuals selected by JCI. However, upon request by Supplier, JCI will select in its sole discretion an independent third party to conduct an audit in order to certify to JCI that no breach has occurred or will occur. Supplier will fully cooperate in any audit conducted by or on behalf of JCI. Supplier shall impose a similar requirement on its suppliers which JCI shall have the right to do upon a similar belief that Supplier's suppliers have breached the warranties, representations or agreements flowed down to them by this Exhibit.

1.12 Termination Rights. Any breach of the warranties, representations or agreements in this Exhibit may constitute grounds for immediate termination of this Agreement for cause by JCI. In the event of termination for any such breach, no commission, compensation, reimbursement or other payment will be due to Supplier. Supplier will indemnify and hold JCI harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses, and other liabilities of whatever nature resulting from Supplier's breach of the representations, warranties and agreements contained in this Exhibit.

1.13 Anti-Trust, Fair Competition. JCI 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 JCI conducts business. The Supplier agrees to comply with the legal and regulatory antitrust and fair competition requirements in the jurisdictions and countries it operates.

1.14 JCI as Controller. JCI will collect, process and transfer certain Personal Data of Supplier and its personnel related to the business relationship between it and Supplier, (for example names, email addresses, telephone numbers) as Controller and in accordance with the JCI Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Supplier acknowledges the JCI Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Supplier consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Supplier personnel under applicable law, Supplier warrants and represents that it has obtained such consent.

1.15 Supplier as Data Processor. Where Supplier factually acts as Data Processor for JCI, Supplier shall abide by the JCI Global Personal Data Processing Terms available for download [here](#). In addition, where applicable to the relationship between the parties, Supplier certifies that it understands its obligations under the California Consumer Privacy Act as a Supplier to JCI, and agrees that it will not: sell Personal Information; retain, disclose, or use Personal Information (as defined in the California Consumer Privacy Act) for any purpose other than providing the Services and any Deliverables under an SOW to JCI as set forth in this Agreement; or retain or use Personal Data outside of this direct business relationship between Supplier and JCI. At JCI's request, Supplier will delete from its records any Personal Data that was provided by JCI or collected by Supplier on behalf of JCI.

1.16 Data Security. Supplier shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data and Confidential Information ("Confidential Data"). Supplier shall maintain reasonable operating standards and security procedures, and shall use best efforts to secure Confidential Data through the use of appropriate physical and technical organization security measures in substantially the form shown in the Data Access Agreement available for download [here](#). If requested by Buyer at any time during the term of this Agreement, Seller shall promptly and accurately complete Buyer's written information security questionnaire regarding any network, application, system, or device applicable to Seller's access to Confidential Data. Seller will provide any additional assistance and cooperation that Buyer may reasonably require during any assessment of the Seller processes in scope to protect Confidential Data, including providing Buyer with reasonable access to personnel, information, documentation, and application software. Seller shall promptly, and in no event later than forty-eight (48) hours notify Buyer in the event that Seller learns or has reason to believe that any person or entity has breached Seller's security measures or gained unauthorized access to Confidential Data ("Information Security Breach"). Upon any such discovery, Seller will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Buyer with assurances reasonably satisfactory to Buyer that such Information Security Breach will not recur. If Buyer determines that notices (whether in Buyer's or Seller's name) or other remedial measures (including notice, credit monitoring services, and fraud insurance) are warranted following a Security Breach, Seller will, at Buyer's request and at Seller's cost and expense, undertake the aforementioned remedial actions. Following an Information Security Breach, Buyer will maintain the right to conduct Penetration Testing on Seller Systems used to access Confidential Data, or Seller systems that are used to connect to Buyer's internal systems. On reasonable notice, in coordination with Seller, Buyer (or Buyer's independent third-party assessor that is not Seller competitor) may perform penetration testing or other security assessment on Seller systems used to access Confidential Data. Buyer will treat information that you disclose in connection with the Penetration Testing as Seller Confidential Data.

1.17 Flow-Down Required. Supplier shall cause its subcontractors and third-party vendors to comply with the foregoing requirements.