

# **EATON CORPORATION PANEL BUILDER POWER ADVANTAGE PARTNER PROGRAMME TERMS AND CONDITIONS**

**The Eaton Corporation (“EATON”) panel builder partner participating in this Panel Builder Power Advantage Partner Programme (“PARTICIPANT”) hereby agrees to the following (“PROGRAMME TERMS”):**

## **1. Panel Builder Power Advantage Partner Programme (“PROGRAMME”) Eligibility:**

The Panel Builder Power Advantage Partner Programme supports panel builders to deliver competitive and compliant assemblies while utilizing a broad range of quality products and solutions fitting their go to market strategy. Partnering with Eaton enhances panel builders efficiency, customer retention and business reputation, giving them the confidence to tackle bigger, more complex projects.

### **To be eligible for this Programme:**

- 1.1 PARTICIPANT must be a panel builder company which wishes to assemble, under PARTICIPANT’s license, the Components and Enclosures for the purpose of turning it into the Systems.
- 1.2 PARTICIPANT must have a valid tax ID. EATON may, at any time during the term of the the PROGRAMME TERMS’ screen PARTICIPANT who is also an AUTHORISED, LICENSED or PREMIUM PARTNER as defined in Appendix 1 via its Third Party Intermediary Due Diligence programme.
- 1.3 PARTICIPANT shall demonstrate commitment and dedication to the development of incremental business in Eaton products as well as to increasing awareness of the EATON brand name
- 1.4 PARTICIPANT agrees to be bound by the terms and conditions of the PROGRAMME TERMS and any modifications to the terms of the PROGRAMME TERMS in order to be eligible for the PROGRAMME.

## **2. Obligations of EATON**

- 2.1 EATON shall designate PARTICIPANT as a REGISTERED MEMBER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in Appendix 1) and shall provide

PARTICIPANT with all the benefits afforded to a REGISTERED MEMBER (as defined in Appendix 1).

- 2.2 EATON shall designate PARTICIPANT as an AUTHORISED PARTNER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in the Appendix) and shall provide PARTICIPANT with all the benefits afforded to an AUTHORISED PARTNER (as defined in the Appendix).
- 2.3 EATON shall designate PARTICIPANT as a LICENSED PARTNER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in Appendix 1) and shall provide PARTICIPANT with all the benefits afforded to a LICENSED PARTNER (as defined in Appendix 1).
- 2.4 EATON shall designate PARTICIPANT as a PREMIUM PARTNER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in Appendix 1) and shall provide PARTICIPANT with all the benefits afforded to a PREMIUM PARTNER (as defined in Appendix 1).

### **3. Obligations of PARTICIPANT**

- 3.1 PARTICIPANT shall perform the obligations as described in the Appendices in the Requirements Grid.
- 3.2 PARTICIPANT agrees to receive communications from time to time from EATON on products and promotions directly relevant to the PARTICIPANT'S line of business.
- 3.3 PARTICIPANT agrees to allow EATON to use PARTICIPANT'S name in promotional materials, including press releases, presentations, customer references and reseller lists regarding the sale of Eaton products. EATON will obtain this PARTICIPANT'S prior written authorisation for publicity documents that contains claims, quotes, endorsements or attributions by PARTICIPANT.
- 3.4 PARTICIPANT must comply with all federal, state and local laws and regulations governing the advertising, marketing and sale of Eaton products.
- 3.5 PARTICIPANT may not represent Eaton products in a negative, misleading or deceptive manner.
- 3.6 PARTICIPANT shall comply with any logo or trademark usage guidelines issued by EATON in connection with the PROGRAMME.
- 3.7 PARTICIPANT agrees to comply fully with all applicable laws and regulations, relating to anti-corruption, anti-bribery and anti-money laundering, including (but not limited to) those in the jurisdiction in which the PARTICIPANT is registered, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (in each case as the same may be amended, extended, consolidated, re-enacted and/or replaced from time to time). The PARTICIPANT will comply with EATON's Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, and EATON's Third Party Anti-Corruption Compliance Declaration as set out in Appendix 2 of the PROGRAMME TERMS .
- 3.8 PARTICIPANT agrees to comply fully with all applicable laws, regulations, orders, or policies imposed in relation to export, re-export, transfer, supply, delivery, or import of goods, software, technology or services, or receipt or transfer of funds (which may apply at the commencement of the term of these PROGRAMME TERMS or which may come into operation at any time thereafter) adopted by: the United Nations; the European Union (and its individual Member States); the governments, authorities, governmental institutions or agencies of the United States of America, Australia, Canada, Japan, Singapore, Switzerland, United Kingdom, or any other country in which EATON, EATON Corporation, or the PARTICIPANT are incorporated or operate from time to time ("Trade Controls"). This shall include (but shall not be limited to) the U.S. Export Administration Act, Trading with Enemy Act, the International Traffic in Arms Regulation (ITAR) and any other legally recognised trade

sanctions, embargos, boycotts, export or import bans. PARTICIPANT shall not take any action or make an omission which could place EATON, its directors, officers or employees or any other affiliated or associated company at risk of violating, or being subject to negative consequences under, any Trade Controls and/or any interpretations thereof. In performing its obligations under these PROGRAMME TERMS, neither Party shall be required to do anything which would put either Party at risk of violating or being subject to negative consequences under, any Trade Controls.

#### **4. Miscellaneous**

- 4.1 The term of the PROGRAMME TERMS shall commence upon the date Eaton provides written notice (includes email notice) to PARTICIPANT of its acceptance into the PROGRAMME. Each party may terminate the PROGRAMME TERMS with or without cause at any time in writing. Upon termination, PARTICIPANT will be removed from the PROGRAMME and will not be eligible for any promotional campaign or similar initiatives under the PROGRAMME.
- 4.2 PARTICIPANT understands that the term of the PROGRAMME TERMS is one (1) year, which may be automatically renewed by EATON for additional terms at EATON's discretion. Any termination of the PROGRAMME TERMS should be done in written form.
- 4.3 The PROGRAMME is valid only for purchases/sales in [Country Name].
- 4.4 EATON reserves the right to modify the terms of the PROGRAMME TERMS or withdraw the PROGRAMME at any time at its sole discretion.

#### **5. Intellectual Property Rights**

- 5.1 EATON shall remain the owner of its intellectual property and nothing contained in this undertaking shall imply any transfer of title of any intellectual property and all intellectual property rights existing before or generated after the signature date of this undertaking or generated under this undertaking shall have full title to such rights.
- 5.2 EATON grants herewith a non-exclusive, royalty free right to the PARTICIPANT to use the trademarks listed in the above Recitals for the purpose and during the duration of the PROGRAMME TERMS.
- 5.3 The PARTICIPANT shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of this authorisation shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other than trade names, whether registered or unregistered) used by EATON in relation to the products or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the products.
- 5.4 Except as expressly qualified in terms of this authorisation, the PARTICIPANT shall not use or authorise any third person to use the trademarks used by EATON in relation to the products on any stationery, advertising, promotion or selling material other than the products or other such materials supplied by EATON to the PARTICIPANT. All advertising, promotion and selling materials supplied by Eaton to the PARTICIPANT shall remain the property of EATON and the PARTICIPANT shall not permit any other person to make use thereof.
- 5.5 The use in any form of the name "EATON" or EATON's logo in the official name, company name, trading or business name, domain name or other similar name of the PARTICIPANT requires the prior written approval of EATON.
- 5.6 The PARTICIPANT agrees to inform EATON promptly about any infringement of any of EATON's trademarks or other intellectual property rights or of any act of unfair competition of which the PARTICIPANT has knowledge. EATON and the PARTICIPANT shall then jointly decide on

appropriate action. The PARTICIPANT agrees to assist in every way possible in legal actions taken by EATON or its affiliates in this regard.

- 5.7 The PARTICIPANT shall keep confidential all data, information, specifications, documentation, and other material (tangible or intangible) which is disclosed by EATON to the PARTICIPANT and designated by EATON as confidential. The PARTICIPANT's obligations and EATON's rights under this Section shall survive any expiration or termination of this letter for any reason whatsoever for a period of five (5) years thereafter.

## 6. Confidential Information

- 6.1 Confidential Information shall mean information that either party marks or otherwise conspicuously identifies as confidential, or which the receiving party should reasonably understand to be confidential, including but not limited to: non-public information about products and related services; business plans; market data; financial data; customer data; and sales information.
- 6.2 Each party shall:
- 6.2.1. use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its similar information that it keeps confidential, but in no case less than a reasonable standard of care,
  - 6.2.2 use Confidential Information solely for the purpose for which it was disclosed or otherwise for the benefit of the discloser.
- 6.3 Either party may disclose Confidential Information to:
- 6.3.1 employees of entities within its Enterprise that have a need to know in order to accomplish the purposes of the PROGRAMME TERMS,
  - 6.3.2 any third party with the discloser's prior written consent.
- 6.4 Any disclosure of Confidential Information by a party to a third party shall be on terms no less restrictive than those in the PROGRAMME TERMS.
- 6.5 Confidential Information shall not include information that is: i) already in the possession of a party without obligation of confidentiality; ii) developed by a party independently of Confidential Information received from the other party; iii) obtained from a source other than the other party without obligation of confidentiality; iv) publicly available when received or subsequently made publicly available through no fault of the recipient; or v) disclosed to a third party without obligation of confidentiality.
- 6.6 Either party may use the ideas, concepts and know-how contained in the Confidential Information of the other which is retained in the unaided memories of recipient's employees.
- 6.7 CONFIDENTIAL INFORMATION OF EITHER PARTY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED.
- 6.8 The receipt of Confidential Information by either party shall not preclude, or in any way limit, the recipient from: 1) providing to others products or services which may be competitive with products or services of the discloser; 2) providing products or services to others who compete with the discloser; or 3) assigning its employees in its sole discretion.
- 6.9 Either party may disclose Confidential Information of the other to the extent required by law; however, the recipient shall promptly notify the discloser of any such requirement in order that the discloser may take action to prevent or limit such disclosure.
- 7.0 Any personal information supplied by the PARTICIPANT will be subject to Eaton Corporation's privacy policy posted at: Eaton's privacy policy (<http://www.eaton.com/EatonCom/PrivacyPolicy/index.htm>).

## 7. Status Change

PARTICIPANT shall provide prompt written notice to EATON of any substantive change to the information provided in the Eaton Panel Builder Power Advantage Partner Programme's application. Upon notification of such change, or in the event of PARTICIPANT's failure to provide notice of such change, EATON may, at its sole discretion, terminate the PROGRAMME TERMS.

## 8. Limitation of Liability

To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will EATON or its resellers, suppliers or agents be liable to PARTICIPANT or any person under the PROGRAMME TERMS or otherwise (i) for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time.

## 9. PROGRAMME Changes

EATON reserves the right to modify, or terminate, the PROGRAMME, including any condition, requirement or benefit, in whole or in part. All such changes shall be effective upon notice to the PARTICIPANT or at such time that EATON may specify, provided that EATON will use commercially reasonable efforts to give PARTICIPANT thirty (30) days-notice of any material change to the PROGRAMME. Should PARTICIPANT disagree with any change or modification, it may terminate the PROGRAMME TERMS (and its participation to the PROGRAMME) in accordance with the applicable the PROGRAMME TERMS.

### Schedule A

#### **PROGRAMME Requirements**

- Agree to the PROGRAMME TERMS set forth in this document
- Comply with the PROGRAMME Requirement list based on the PARTICIPANT programme tier level

### Schedule B – PROGRAMME Benefits

- PARTICIPANT is eligible to the attached PROGRAMME benefits list based on the PARTICIPANT programme tier level
- PROGRAMME logo usage.  
In compliance with EATON's logo guidelines as dictated by the terms of use, PARTICIPANT is eligible to use the Eaton Authorised, Licensed or Premium Partner logo based on the PARTICIPANT's tier level
- Taking part in promotional campaigns under this PROGRAMME provided that PARTICIPANT purchases from any of Eaton Authorised Electrical Wholesalers (EWS) as defined in Schedule C

### Schedule C - Eaton Authorised EWS [COUNTRY NAME YEAR]

- [LIST OF COUNTRY EWS PARTNERS]
- Other Electrical approved wholesaler.

## APPENDIX 1

### 1. Eaton Panel Builder Power Advantage Partner Programme Requirements Grid

	Registered member	Authorised partner	Licensed partner	Premium partner
<b>1. Requirements for becoming an Eaton Panel Builder Partner</b>				
Completion of the online profile	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completion of the assigned product and tools training (with certificate)	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Dedicated application, technical, quality and commercial knowledge and resources	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Quality control procedures and quality assurance system	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Relevant tools & equipment for copper and sheet-metal handling	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Access to specific market segments, key customers and opportunities	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parts manufacturing capabilities	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Approval from Eaton representative after evaluation	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Additional requirements apply for each programme specialisation (available on request)	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>2. Requirements for remaining an Eaton Panel Builder Partner</b>				
Active engagement in the partnership and joint marketing initiatives	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Growth of technical and commercial capabilities through trainings	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Participation in business development plans and demand creation activities	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Active pipeline-building and demand-planning	no	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual minimum turnover volume of Eaton components and enclosures	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Annual agreement renewal after evaluation	no	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Additional requirements apply for each programme specialisation (available on request)	no	no	☑	☑
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**Legend:**

☑ - Basic / required

☑☑ - Intermediate

☑☑☑ - Advanced

*\*details disclosed individually*

## 2. Eaton Panel Builder Power Advantage Partner Programme Benefits Grid

		Registered member	Authorised partner	Licensed partner	Premium partner
<b>Knowledge</b>					
1	Access to technical training materials and online training	☑	☑☑	☑☑☑	☑☑☑
2	Face-to-face technical trainings, factory visits and other partner events		☑	☑☑	☑☑
3	Access to online sales trainings (how to sell Eaton products to customers)		☑	☑	☑
4	Training curriculum tailored to your needs		☑	☑	☑
<b>Marketing</b>					
5	Regular e-newsletters with product and portfolio updates, news and general information	☑	☑	☑	☑
6	Partner certification		☑	☑	☑
7	The right to use the Eaton partner logo		☑	☑	☑
8	Access to standard marketing assets and co-branded materials (printed/online)		☑	☑	☑
9	Welcome kit		☑	☑	☑
10	Market analysis with current market indicators		☑	☑	☑
11	Visibility of your company name and contact details on the Eaton website (partner locator)		☑	☑	☑
<b>Support &amp; tools</b>					



12	Application support	☑	☑	☑☑	☑☑
13	Personal technical support		☑	☑☑	☑☑
14	Configuration and calculation tools	☑	☑	☑	☑
15	E-Cad software promotion in collaboration with partners (e.g., Eplan, Spark) for control panel builders		☑	☑	☑
16	Engineering support for specific projects		☑	☑	☑
17	Access to the Eaton partner portal, for easy access to all relevant information	☑	☑	☑	☑
18	Access to specific products, systems and solutions		☑	☑☑	☑☑☑
<b>Business</b>					
19	Try-before-you-buy support		☑	☑	☑
20	Participation in rewards system		☑	☑	☑
21	Dedicated discount policy		☑	☑☑	☑☑☑
22	Demand generation support		☑	☑☑	☑☑
23	Priority access to new product releases and promotions		☑	☑	☑
24	Joint business development plans and demand-creation activities		☑	☑☑	☑☑☑
<b>Commercial logistics</b>					
25	Tailored stock profile with local distribution partner		☑	☑	☑
26	Facilitation of relationships with local Eaton distribution partners		☑	☑	☑
27	Value Added Services		☑	☑	☑

**Legend:**

- ☑ - Basic
- ☑☑ - Intermediate
- ☑☑☑ - Advanced

### 3. Code of Ethics

Eaton requires that all directors, officers and employees of Eaton, its subsidiaries and affiliates (“Eaton”) abide by the fundamental principles of ethical behavior listed here in performing their duties.

#### 1. Obeying the law

We respect and obey the laws, rules and regulations applying to our businesses around the world.



**2. Integrity of recording and reporting our financial results**

We properly maintain accurate and complete financial and other business records and communicate full, fair, accurate, timely and understandable financial results and other material information. We have developed a system of internal controls designed to preserve the integrity of our records and information.

**3. Respecting human rights**

We respect human rights and require our suppliers to do the same.

**4. Delivering quality**

We are committed to producing quality products and providing quality services.

**5. Competing ethically**

We gain competitive advantage through superior performance. We do not engage in unethical or illegal trade practices.

**6. Respecting diversity and fair employment practices**

We are committed to respecting a culturally diverse workforce through practices that provide equal access and fair treatment to all employees on the basis of merit. We do not tolerate harassment or discrimination in the workplace.

**7. Avoiding conflicts of interest**

We avoid relationships or conduct that might compromise judgment or create actual or apparent conflicts between our personal interests and our loyalty to Eaton. We do not use our position with Eaton to obtain improper benefits for others or ourselves. We do not engage in activities or enter into relationships that compete with Eaton.

**8. Protecting assets and information**

We use Eaton property, information and opportunities for Eaton's business purposes and not for unauthorized use. We properly maintain the confidentiality of information and employee data entrusted to us by Eaton or others.

**9. Acting with integrity**

We do not offer or accept bribes, kickbacks or inappropriate gifts or entertainment. We engage in business practices that are consistent with our ethics and values.

**10. Selling to governments**

We comply with the special laws, rules and regulations that relate to government contracts and relationships with government personnel.

**11. Political contributions**

We do not make contributions on behalf of Eaton to political candidates or parties, even where lawful.

**12. Environment, health and safety**

We are committed to being a global leader in safeguarding the health and safety of our employees and protecting the environment.

**Reporting-** Subject to local law, any person may openly or anonymously report any ethical concern or potential or actual legal violation, including any accounting, financial, tax or anti-bribery matter, to the Ethics and Compliance Office. Confidentiality will be maintained to the fullest extent possible while permitting an appropriate investigation.

These reports may be made by postal mail, e-mail or telephone as indicated below:

**Postal mail-**

Send mail to,  
SVP, Ethics and Compliance,  
Eaton  
1000 Eaton Boulevard  
Cleveland, Ohio 44122 USA

**E-mail-**

Send e-mail to [Ethics@eaton.com](mailto:Ethics@eaton.com) or use the web forms located on the Global Ethics website accessible through JOE (Eaton's intranet) or on Eaton's external website.

**Telephone-**

Contact the Ethics and Financial Integrity Help Line by dialing 800.433.2774 from the U.S. and Canada. From all other countries, dial the number listed on your local Ethics poster or on the Global Ethics website on JOE. The Help Line is tollfree, and a multilingual representative is available 24 hours a day 7 days a week.

**Multilingual support**

If you prefer, you may use your native language to write your concern to one of the addresses above, and we will translate your letter or e-mail. Eaton will not permit retaliation against any employee who reports an ethical, legal or financial concern nor will it discipline any employee for making a report in good faith.

**Personal responsibility**

Every director, officer and employee has the personal responsibility to read, know and comply with the principles contained in this Code of Ethics. Subject to local law, compliance with these principles is a condition of employment, and failure to comply may result in discipline, up to and including termination. The Board of Directors shall determine, or designate appropriate management personnel to determine, the actions to be taken in the event of violations of the Code of Ethics. These actions will be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Ethics.

Subject to local law, every director, officer and employee has the duty to bring to the attention of Eaton any activity that in his or her judgment would violate these principles. Reports may be made to a supervisor or another member of management, or the Ethics and Compliance Office as noted above. Potential violations may also be reported to the chairs of the Audit or Governance Committees of the Board of Directors, or directly to the full Board of Directors, by mail in care of the SVP, Ethics and Compliance, who will forward the report.

## APPENDIX 2

### Anticorruption Policy

I. PURPOSE Eaton does not offer or accept bribes or other corrupt payments in any form. Our commitments to doing business ethically, acting with integrity and obeying the law are central to our values and Code of Ethics. This policy outlines our prohibition on bribery and corruption and our expectations for engaging in business practices that are consistent with our ethics, values and applicable laws.

II. SCOPE This policy applies to all employees, contingent workers, officers and directors of Eaton and its subsidiaries and affiliates (“Eaton”). In addition, where stated in an applicable contract, this policy applies directly to Eaton’s third party representatives and other business partners. Key terms are defined below. This policy should be read in conjunction with Eaton’s Code of Ethics, Gift and Entertainment Policy, Travel and Expense Policy, Public Affairs Policy, Contracting with the U.S. Government Policy, Supplier Code of Conduct and other relevant Eaton policies.

### III. POLICY

A. BRIBES AND OTHER CORRUPT PAYMENTS ARE PROHIBITED Eaton and third party representatives must comply with all applicable anticorruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), U.K. Bribery Act (“UKBA”) and similar laws. Eaton and third party representatives are prohibited from directly or indirectly offering, promising, giving, soliciting or receiving any bribes or other corrupt payments to or from any person or organization, including government entities, government officials, companies and employees of companies. These prohibitions apply worldwide regardless of regional customs, local practices and competitive conditions.

B. FACILITATION PAYMENTS Eaton prohibits facilitation payments. Eaton employees must report any demands or requests for facilitation payments to their managers and the Ethics & Compliance Office.

C. DURESS PAYMENTS Duress payments do not violate this policy. Eaton employees must report any demands or requests for duress payments to their managers and the Ethics & Compliance Office before making a duress payment or as soon as possible after making the payment. Duress payments must be accurately recorded consistent with the books and records requirements below.

D. EXPECTATIONS FOR MANAGING THIRD PARTIES Eaton prohibits bribes and other corrupt payments made or received indirectly through third party representatives. Eaton has risk assessment, anticorruption due diligence and contract management programs to mitigate the risk of corrupt practices by third party representatives. These programs must be followed when selecting, contracting with and managing third party representatives.

E. BOOKS AND RECORDS 2 Eaton and third party representatives must keep reasonably detailed books and records that accurately and fairly reflect all transactions to or from any person or organization, including government entities, government officials, companies and employees of companies. Books and records must be kept consistent with Eaton’s internal accounting standards and processes.

**F. VIOLATIONS AND REPORTING** Eaton employees who become aware of potential or actual violations of this policy must report such violations to their managers and the Ethics & Compliance Office. Violations of this policy may result in discipline, up to and including termination. Eaton employees will not be penalized or retaliated against for any delay, loss of business or other impacts resulting from their refusal to violate this policy or otherwise engage in corrupt practices or for reporting such practices.

## **G. DEFINITIONS**

“Corruption” is the abuse of power for personal gain.

“Bribe” or “corrupt payment” is any payment, kickback or anything of value promised, offered to or received from any person or organization as an inducement to: (a) improperly obtain, retain or direct business; (b) gain any undue or improper business or personal advantage; or (c) influence the judgment or conduct of a person or organization to obtain a desired outcome or action. A bribe or corrupt payment includes anything of value given to an individual, or a family member or an associate of that individual, with corrupt intent to influence, directly or indirectly, an act or decision by the individual. Examples of “anything of value” include cash, cash equivalents such as gift cards, gifts, entertainment, travel, loans, preferential treatment, contributions, donations, rewards, favors and offers of employment or internships, regardless of how minimal in value.

“Kickback” is a type of bribe. It is the unethical or illegal return of part of a payment already made as part of a legitimate business transaction.

“Duress payment” is a payment made in response to an imminent threat to a person’s safety or health in order to protect oneself or others. A payment under other circumstances (for example, in response to a threat of economic harm or business loss) does not constitute a duress payment.

“Facilitation payment” is a payment (usually of a small amount) made to secure or expedite the performance by a governmental official of a routine, non-discretionary government action. For clarity, facilitation payments do not include legitimate payments of official fees paid directly to a government entity in accordance with applicable laws, established fee schedules or other official government documents.

“Government official” is a person who holds a legislative, administrative or judicial position of any kind and level, whether employed, appointed or elected, in a government department or agency, or in a public international organization, or who exercises a public or state function for or on behalf of a government department, agency or entity or a public international organization. This includes officers and employees of companies that are partially or wholly owned or controlled by a government (often referred to as “state-owned” or “state-controlled” enterprises). This also includes political parties, party officials, candidates for office and members of royal families.

“Public international organization” is an international organization formed by governments or states, as designated under the U.S. FCPA, UKBA and other applicable anticorruption laws, including international financial institutions such as the World Bank Group, the International Bank for Reconstruction & Development (IBRD), the European Bank for Reconstruction & Development (EBRD), the International Monetary Fund and the Asian Development Bank and intergovernmental organizations such as the United Nations.

“Third party representatives” are parties engaged to do business for, or otherwise act on behalf of, Eaton. Examples of third party representatives can include agents, distributors, consultants, brokers, contractors, suppliers and other types of third parties doing business for, or otherwise acting on behalf of, Eaton.

## **Worldwide Gift and Entertainment Policy**

### **I. INTRODUCTION**

Business gifts and entertainment on a modest scale are commonly used to build goodwill and strengthen working relationships among business associates.

Providing or accepting occasional meals, small company mementoes and tickets to sporting and cultural events may be appropriate in certain circumstances.

Occasionally, it may also be appropriate to accept or provide offers involving travel for business events with our business associates. However, if offers of gifts, entertainment or travel are frequent or of substantial value, they may create the appearance of, or an actual, conflict of interest or illicit payment.

Eaton has developed this policy to help employees make the right decisions when providing or accepting gifts, entertainment or travel while conducting business on behalf of Eaton. The policy covers the following:

- Accepting Gifts
- Accepting Entertainment
- Accepting Travel
- Gift Giving
  - Non-Government Officials
  - Government Officials
- Providing Entertainment
  - Non-Government Officials
  - Government Officials
- Providing Travel to Government Officials
- Gift and Entertainment Disclosure Procedure

### **II. SCOPE**

This Policy applies to all employees, officers and directors of Eaton and its subsidiaries and affiliates worldwide. Eaton business units may, at their discretion, establish more stringent country-specific limits, but not less.

### **III. POLICY**

#### **Accepting Gifts**

Eaton recognizes that it is customary for some of its suppliers, customers and other business associates to occasionally give small gifts to those with whom they do business. It is important, however, that these gifts do not affect an employee's business judgment, or give the appearance that judgment may be affected. Accordingly, Eaton and its employees must be very careful when it comes to accepting gifts. As a general rule, Eaton employees may accept gifts

from suppliers, customers or other business associates outside Eaton, provided the gift:

- does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale;
- would not embarrass Eaton or the gift giver if disclosed publicly;
- if valued US\$100 or above (even if promotional in nature), is reported to and approved by the recipient's first and second level reporting managers and disclosed under the Gift Disclosure and Reporting Tool;
- does not exceed any specific limits established by local management; and
- would not prevent the recipient from awarding Eaton's business to one of the gift giver's competitors

The following gifts are never appropriate:

- gifts of cash, or cash equivalent (such as gift cards or gift certificates);
- gifts that are prohibited by local law;
- gifts given as a bribe, payoff or kickback (e.g., in order to obtain or retain business, or to secure an improper advantage, such as securing favorable tax treatment);
- gifts the recipient knows are prohibited by the gift giver's organization;
- gifts given in the form of services or other non-cash benefits (e.g., the promise of employment); and
- gifts that could not be given in return to Eaton under similar circumstances.

The cumulative annual value of all gifts an employee may receive from any one gift giver cannot exceed US\$250 unless disclosed under the Gift Disclosure and Reporting Tool and approved by the applicable Regional President, or, in the case of North America, by the functional, geographic or business unit Vice President.

Employees who receive a gift at an event of a ceremonial nature (e.g., a customer outing or a commemoration of a business transaction) that might not be appropriate under these guidelines, but is impractical or offensive to refuse, may accept the gift and then promptly report it to their supervisor. The employee and supervisor can then discuss the appropriate response.

Eaton employees must never ask for gifts, gratuities or other items that benefit them personally, regardless of value. Employees are expected to exercise good judgment in accepting gifts from suppliers, customers or other business associates outside Eaton. Employees should talk to their supervisor when in doubt as to whether a gift is appropriate.

## **Accepting Entertainment**

Business entertainment (e.g., meals, tickets to the theatre or a sporting event) can play an important role in strengthening working relationships among business associates. Accordingly, Eaton employees may accept business entertainment offered for legitimate business purposes, such as building goodwill and enhancing relationships with customers or suppliers, provided that it complies with these guidelines. Specifically, accepting entertainment from Eaton suppliers, customers or other business associates outside Eaton is permitted only if such entertainment:

- is allowable under Eaton's Worldwide Travel and Expense Policy;
  - is infrequent;
  - is reasonably related to a legitimate business purpose (e.g., accompanying a customer or supplier to a local theatre/sporting event or attending a business meal);
  - is not given as a bribe, payoff or kickback (e.g., in order to obtain or retain business, or to secure an improper advantage);
  - does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of purchase;
  - is in good taste and occurs at a business appropriate venue;
  - is reasonable and appropriate in the context of the business occasion;
  - would not influence, or appear to influence, the employee's ability to act in the best interest of Eaton; and
  - complies with any specific limits established by local management
- The following is

*never* appropriate:

- entertainment that can be viewed as excessive in the context of the business occasion;
- "adult" entertainment or any sort of event involving nudity or lewd behavior;
- entertainment that the recipient knows the gift giver is not permitted to give; and
- entertainment that is otherwise prohibited by local management.

Employees should talk with a supervisor when in doubt as to whether an event, location or expenditure is appropriate.

Finally, note that these entertainment guidelines apply to situations in which the host is present. Tickets to sporting or cultural events provided to Eaton employees and not attended by the host are really "gifts," not "entertainment," and should be viewed under the gift guidelines above. Accepting Travel

Infrequently, it may be appropriate for customers, suppliers or other business associates outside Eaton to pay for travel-related expenses for Eaton employees. As these situations are rare, offers to pay for travel and/or related expenses from third parties must be: a) reviewed and approved by the first and second level reporting managers; and b) disclosed under the Gift Disclosure and Reporting Tool.

In reviewing the travel request, the first and second level reporting managers should consider a number of factors, including whether:

- the primary purpose of the travel is business-related;
- the class of travel is appropriate in the business context;
- the proposed expenditures comply with United States and local laws and customs; and



- the itinerary minimizes side trips and avoids tourist or vacation destinations.

Note that Eaton will not usually approve travel expenses for spouses or children, and will never approve trips that appear to be provided in exchange for business or improper advantage.

### **Gift Giving (Non-Government Officials)**

Occasionally, offering gifts to third parties may be appropriate to strengthen relationships or comply with local customs. Accordingly, Eaton permits such gifts, provided they comply with these guidelines. Specifically, Eaton employees may offer gifts to suppliers, customers or other business associates outside Eaton for legitimate business purposes, such as building goodwill and strengthening working relationships (e.g., holiday or ceremonial presentations, service anniversaries, or retirement), provided the gift:

- is valued under US\$100 (preference should be given to merchandise of a promotional nature, such as the items listed on the Eaton Company Store website);
- if valued US\$100 or above, is approved by the gift giver's first and second level reporting managers and accurately expensed as a gift under Eaton's Worldwide Travel and Expense Policy;
- would not embarrass Eaton or the recipient if disclosed publicly; and
- does not exceed any specific limits established by local management.

The following gifts are *never* appropriate:

- gifts of cash, or cash equivalent (such as gift cards or gift certificates);
- gifts that are bribes, payoffs or kickbacks (e.g., gifts given in order to obtain or retain business, or to secure an improper advantage);
- gifts that are prohibited by local law;
- gifts the gift giver knows are prohibited by the recipient's organization;
- gifts given in the form of services or other non-cash benefits (e.g., the promise of employment); and
- gifts to family members of customers, suppliers or other business associates outside Eaton.

The cumulative annual value of all gifts an employee may provide to any one recipient cannot exceed US\$250 unless accurately expensed as a gift under Eaton's Worldwide Travel and Expense Policy and approved by the applicable Regional President, or, in the case of North America, by the functional, geographic or business unit Vice President. Employees are expected to exercise good judgment in offering gifts to suppliers, customers or other business associates outside Eaton. Employees should talk to their supervisor when in doubt as to whether an event, location or expenditure is appropriate.

### **Gift Giving (Government Officials)**

Eaton employees should be especially careful when offering gifts to government officials. Because the laws of the United States and most other nations prohibit giving anything of value to government

officials in order to obtain or retain business or to secure some other improper advantage, it is important to be sure that gifts to these individuals cannot be construed as bribes. Further, government officials often are prohibited by law from accepting gifts, so offering a gift may put the official in an awkward position.

### *Who is a “Government Official?”*

The term “government official” is a broad one. It includes all employees, at any level, of a government department or agency, whether executive, legislative or judicial. Officers and employees of companies under government ownership or control are also considered “government officials.” Thus, the term includes not only individuals such as elected officials, customs and tax inspectors and government procurement officials, but also the employees of state-owned enterprises.

### *What is appropriate?*

Occasionally, giving a gift (such as a ceremonial gift) to a government official may be appropriate to build goodwill and strengthen working relationships. In such cases, giving a gift to a government official is permitted only if:

- the gift is of nominal value (under US\$100) and contains the Eaton logo (e.g., an article of clothing, pen, etc.). Any merchandise purchased from the Eaton Company Store website valued under US\$100 is appropriate. Gifts not containing the Eaton logo OR worth more than the nominal value (US\$100 or more) may only be given with prior written approval of the applicable Regional President, or, in the case of North America, by the functional, geographic or business unit Vice President;
- local laws allow the official to accept the gift; and
- the gift is disclosed under the Gift Disclosure and Reporting Tool.

The cumulative annual value of all gifts you may provide to any one recipient can not exceed US\$250 unless disclosed under the Gift Disclosure and Reporting Tool and approved by the applicable Regional President, or, in the case of North America, by the functional, geographic or business unit Vice President.

Note that the following gifts are *never* appropriate:

- gifts of cash, or cash equivalent (such as gift cards or gift certificates);
- gifts of services or other non-cash benefits (such as promises of employment);
- gifts given as a bribe, payoff or kickback (e.g., in order to obtain or retain business) or to secure an improper advantage, such as securing favorable tax treatment;
- gifts that are prohibited by local law, or that the official is not permitted to accept; and
- gifts to family members of officials.

### **Providing Entertainment (Non-Government Officials)**

Business entertainment (e.g., meals, tickets to the theatre or a sporting event) can play an important

role in strengthening working relationships among business associates. Accordingly, Eaton permits business entertainment when done for legitimate business purposes, such as building goodwill and enhancing relationships with customers or suppliers, provided that it complies with these guidelines. Specifically, entertaining suppliers, customers or other business associates outside Eaton is permitted only if such entertainment:

- complies with Eaton's Worldwide Travel and Expense Policy; is not a bribe, payoff or kickback (e.g., provided in order to obtain or retain business, or to secure an improper advantage);
- does not create the appearance that Eaton is entitled to preferential treatment;
- is in good taste and occurs at a business appropriate venue;
- is reasonable and appropriate in the context of the business occasion; and
- complies with any specific limits established by local management.

The following is *never* appropriate:

- entertainment that can be viewed as excessive by an objective third party;
- "adult" entertainment or any sort of event involving nudity or lewd behavior;
- entertainment the host knows the recipient is not permitted to accept; and
- entertainment that is otherwise prohibited by local management.

Employees should talk to their supervisor when in doubt as to whether an event, location or expenditure is appropriate.

Finally, note that these entertainment guidelines apply to situations in which Eaton employees are present. Tickets to sporting or cultural events provided by Eaton to suppliers, customers or other business associates outside Eaton at which Eaton employees are not present are really "gifts," not "entertainment," and should be viewed under the gift guidelines above.

### **Providing Entertainment (Government Officials)**

Like giving gifts to government officials, entertaining has the potential to be seen as a bribe. As a result, employees must use care when entertaining government officials.

There are situations in which entertaining government officials may be appropriate, such as providing a meal after a tour of an Eaton facility or accompanying an official to an occasional sporting or cultural event. Entertaining government officials is permitted only if the entertainment:

- is not extravagant or lavish;
- is not, or could not be perceived as, a bribe, payoff or kickback (e.g., given in order to obtain or retain business or secure an improper advantage);
- is in good taste and occurs at a business appropriate venue; and
- is disclosed under the Gift Disclosure and Reporting Tool. The following is *never* appropriate:
  - entertainment that does not comply with Eaton's Worldwide Travel and Expense Policy, or can

- be viewed as excessive by an objective third party;
- “adult” entertainment or any sort of event involving nudity or lewd behavior;
- entertainment that, under local law, Eaton is not permitted to offer, or the official is not permitted to accept; and
- activities specifically prohibited by local management.

Employees should talk to their supervisor when in doubt as to whether an event, location or expenditure is appropriate.

These entertainment guidelines apply to situations in which Eaton employees are present. Tickets to sporting or cultural events provided by Eaton to government officials at which Eaton employees are not present are really “gifts,” not “entertainment,” and should be viewed under the gift guidelines above.

### **Providing Travel to Government Officials**

Like gifts and entertainment, providing travel to government officials must be viewed with care. But unlike gifts and entertainment, travel expenses are rarely “nominal.” As a result, any request for the payment of travel expenses for government officials must be reviewed on a case-by-case basis.

The payment of any travel or travel-related expenses for government officials requires the prior approval of the Law Department. When presented with such a request by a government official, the Law Department should be contacted.

In reviewing the travel request, the Law Department will consider a number of factors, including whether:

- the primary purpose of the travel is business-related;
- the class of travel is appropriate and reasonable;
- the proposed expenditures comply with United States and local laws and customs; and
- the itinerary minimizes side trips and avoids tourist or vacation destinations.

Note that Eaton will not usually approve travel expenses for family members of government officials, and will never approve trips that appear to be provided to obtain or retain business or secure an improper advantage.

### **Gift Disclosure and Reporting Tool**

The Gift Disclosure and Reporting Tool may be accessed from the Applications and Tools drop-down menu on the JOE intranet site. Employees who do not have access to the Gift Disclosure and Reporting Tool should contact their supervisor when they have information to report.

### **Accepting Gifts, Entertainment and Travel**

The following examples are designed to help employees and supervisors make informed decisions about the appropriateness of accepting or declining gifts, entertainment or travel.

Right: An employee wins a “closest to the pin” contest during a supplier golf outing and receives a set of golf clubs valued at US\$600. Not wanting to offend the host, the employee publicly accepts the clubs, and then discusses the matter with her supervisor. They decide that because of the value of the clubs it would be appropriate to return them to the supplier.

Wrong: In the scenario above, the employee retains the clubs and gives them to a family member.

Right: Eaton currently procures temporary labor services in Country X under a contract with TempCo, Inc. that is to expire in one month. The regional manager of TempCo invites Eaton’s local HR manager to a trade association reception at which Country X’s labor minister will be discussing changes to local labor laws. This event is open to members of the trade association, with tickets priced at approximately US\$100. The HR manager accepts the invitation and discloses attendance at the reception using the Gift Disclosure and Reporting Tool.

Wrong: In the scenario above, the event is not a reception, but a private dinner for ten individuals. The HR manager learns that TempCo paid a speaker’s fee to the labor minister in excess of US\$10,000 for the event, but attends the event anyway without notifying his supervisor.

Right: A supplier based in Atlanta, Georgia has supplied one of Eaton’s divisions with defective products. The division’s supply chain manager must work with the supplier to determine the root cause of the defect, as well as corrective actions. To facilitate this, the supplier suggests that it pay the supply chain manager’s airfare and hotel for a visit to facility. The supply chain manager checks with her first and second level reporting managers, who approve the trip.

Wrong: In the above scenario the supplier later contacts the supply chain manager and offers to extend the hotel stay through the weekend so they can play golf (all at the supplier’s expense). The supply chain manager accepts the extension without discussing the invitation with her manager.

## **Giving Gifts, Entertainment or Travel to Non-Government Officials**

The following examples are designed to help employees and supervisors make informed decisions about the appropriateness of giving gifts, entertainment or travel.

Right: After touring an Eaton facility to see the production process, a customer is invited to attend an evening performance of the local orchestra.

Wrong: After touring an Eaton facility to see the production process, a customer insists on being taken out for a night on the town, including the local men’s clubs.

Right: Eaton closed the deal on a significant contract with a new customer. During the signing ceremony, the local Eaton manager presents the customer with a hand carved chess set valued at US\$200. The gift has been approved by the manager’s first and second level supervisors.

Wrong: In the scenario above, Eaton’s local manager knows that the customer’s policies prohibit the

receipt of any gifts from suppliers, but presents the gift anyway.

Right: An important customer is celebrating a 35 year service anniversary. An Eaton account manager presents the customer with a bottle of wine from a local winery and a card signed by employees.

Wrong: Instead of wine, the account manager offers the customer a gift card worth US\$100.

## **Giving Gifts, Entertainment or Travel to Government Officials**

The following examples are designed to help employees and supervised make informed decisions about the appropriateness of giving gifts, entertainment or travel to government officials.

Right: The mayor of a city in which an Eaton plant is located tours the facility. After the tour, she attends a luncheon with Eaton employees. At the luncheon, the plant manager presents her with a sweater displaying the Eaton logo valued at less than US\$100.

Wrong: Instead of the sweatshirt above, the plant manager gives the mayor two tickets (one for her, and one for her husband) to a football playoff game.

Right: The governor of a Chinese province calls the plant manager of an Eaton facility located in his province, requesting a courtesy tour. Local custom dictates that Eaton presents the governor with a ceremonial gift, such as a crystal vase valued at US\$150. The plant manager contacts the Eaton President responsible for China to discuss.

Wrong: Upon arrival at the facility, the governor in the example above requests that his travel costs, totaling only US\$150, be reimbursed. The plant manager complies without discussing the matter with the Law Department.

Right: Custom dictates (and local law permits) government officials in a region receive holiday gifts from companies operating in their jurisdiction. Local Eaton managers discuss this with their Regional President to determine what, if any, gifts may be appropriate.

Wrong: In the scenario above, local managers elect to provide the government officials with US\$50 gift cards to a local retailer.

## **FREQUENTLY ASKED QUESTIONS**

### **How can an employee determine the value of a gift they receive?**

Use common sense and good judgment in determining the value of any gifts/entertainment received. If it is unclear, consider contacting a store or checking online, for similar items. When in doubt, follow the reporting and disclosure process.

**How does an employee know if a gift is prohibited by the gift giver's organization?**

It is not necessary to research the issue, but gifts should not be accepted when it is clear that the gift is prohibited by the gift giver's organization. If it is not practical to decline the gift at the time of receipt, accept the gift and then promptly discuss how to respond with your supervisor.

**Is a favor considered a gift?**

The answer can vary. Accepting a favor from a supplier, customer or other business associate outside Eaton might compromise, or appear to compromise, an employee's judgment or create an actual or apparent conflict between an employee's personal interest and his loyalty to Eaton. Discuss questionable favors and how to respond with your supervisor.

**Where is the Eaton Company Store website located?**

The Eaton Company Store is available on JOE.

**Can managers impose more stringent guidelines for their groups (for example, lower the value of permitted gifts)?**

Yes, but managers who choose to do so should communicate the guidelines and expectations to their group.

**I submitted a gift incorrectly through the Gift Disclosure and Reporting Tool. How can I correct the entry?**

Contact the Ethics and Compliance office at [Giftadmin@Eaton.com](mailto:Giftadmin@Eaton.com) with your request.

**Is the 250 USD limit for gifts from one individual calculated on a calendar year basis or rolling 12 month period?**

The 250 USD limit for giving gifts to or receiving gifts from a specific individual is calculated over a rolling 12-month period.

**Can identical gifts sent to multiple customers be entered into the system other than one at a time?**

Contact the Ethics and Compliance office at [Giftadmin@Eaton.com](mailto:Giftadmin@Eaton.com) with your request.



### **THIRD PARTY ANTI-CORRUPTION COMPLIANCE DECLARATION (“DECLARATION”)**

It is the policy of Eaton to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”). Eaton will not directly, or indirectly through any third party, make corrupt payments to: (a) any national, state, local or municipal government employee, or any employee of a government-controlled company, or any political official or candidate (collectively “Government Official”); or (b) any direct or indirect Eaton customer (an “Other Covered Party”).

As a third party engaged in or being considered for engaging in business with Eaton, the undersigned certifies to the following:

1. Neither, your Company (“Company”) nor any of its employees, directly or indirectly, have offered, paid, promised or authorized the payment or gift of anything of value, directly or indirectly, to any Government Official or Other Covered Party for the purpose of:

a) influencing any act or decision;

b) inducing the Government Official or Other Covered Party to do or omit to do an act in violation of a lawful duty;

c) securing any improper advantage; or

d) inducing the Government Official or Other Covered Party to influence the act or decision of a Government or Government instrumentality, in order to obtain or retain business, or direct business to, any person or entity in any way related to Eaton.

2. Company will refrain from conduct identified in section 1 above in the future.

3. Company is familiar with and is in compliance with: (i) the FCPA; any other laws adopted to combat bribery, conflicts of interest and/or corruption in the jurisdictions where Company’s services are rendered; and (ii) Eaton’s Worldwide Anti-Corruption Policy.

4. Company has kept and will keep complete and accurate records of all transactions and expenses related to its business in Eaton products and services, stating in reasonable detail the purpose of each expense and the receipt and distribution of assets.

5. Company conducts appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to its Eaton business. Company has no reason to believe that any of its agents, resellers, representatives, consultants or any other persons retained or paid by Company in connection with any Eaton business have violated applicable anti-corruption laws.

6. If subsequent developments cause this Declaration to no longer be accurate, Company will immediately advise Eaton (DueDiligenceHelp@eaton.com) of such changes in circumstances.

**EATON’S ANTI-CORRUPTION POLICY**

Company is familiar and agrees to comply with Eaton's Worldwide Anti-Corruption Policy.

#### EATON'S SUPPLIER CODE OF CONDUCT

In order to ensure that our third party agents and distributors share Eaton's commitment to doing business right, all agents or distributors are required to abide by Eaton's Supplier Code of Conduct ("SSC"). By accepting this Declaration below, Company agrees to comply with Eaton's SSC. For purposes of this declaration, Company is deemed a "supplier" under the SSC.

#### ACCEPTANCE

Company agrees to this Declaration and to comply with its terms. By signing below, you warrant that you have authorization to execute this Declaration on behalf of the Company.

(Last Updated: 19 April 2023)

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