



CHINT's Business Partners

Code of Conduct

**Working together to ensure integrity and compliance makes the
business better, more successful and more sustainable**

Updated March 2020

Dear Ladies and Gentlemen,

CHINT Group is a world renowned smart energy solution provider.

CHINT Group unswervingly adheres to the culture of people-oriented and value-sharing and the mission of making the electric power safer, greener, more convenient and more efficient. CHINT Group regards “customer-focus, innovation, modest in learning, integrity, collaboration, responsibility” as its core values and “creating values for customers, seeking career development for employees and taking on responsibilities for the society” as its business philosophy to build the enterprise image of green energy-saving, sustainable innovation, reliability and comprehensiveness, and win-win cooperation.

CHINT Group:

- promotes innovation and a collaborative work;
- strives to create and maintain a healthy and safe environment for its employees and business partners and everyone who interacts with CHINT Group;
- constantly acts with integrity, transparency, dignity and respect in the performance of the day-to-day activities;
- is always grateful for the trust and the investment of its shareholders and investors.

In order to better protect our values and identity, it is a priority that everyone, individually or collectively, behave in harmony with our values set out in our Integrity and Compliance Programme.

Our ICP is integral part of our business and it is vital for its existence, its success and for our common wellbeing and harmonious human development because the principles of our Integrity and Compliance Programme derives from essential elements of our culture such as honesty, loyalty, integrity, sharing values and reciprocal assistance.

Since the establishment of CHINT Group, we have developed business relations with an extensive network of Business Partners. Our choice is obviously based on quality, needs, performance, and costs but it essential that our relationship be lawful, ethical, sustainable and mutually beneficial.

This is the reason CHINT Group required, requires and shall continue to require to work only with Business Partners who are as committed as we are to business ethics, to fair sales and marketing practices, to confidentiality and intellectual property protection, to zero-tolerance standards for any Misconduct.

CHINT Group has made responsible business practices a core element of our Business Partners’ management processes.

Therefore, it is our declared objective to closely cooperate for making sustainability a fundamental part of our business relationships. This includes a clear commitment to clean business.

Please take the time to read this Business Partners Code, which is a part of our Integrity and Compliance Programme, carefully and understand it. Thank you and we look forward to working together!

Sincerely Yours

NAN Cunhui, Chairman of the Board of Directors

1. Introduction to the Business Partners' Code of Conduct

1.1. CHINT Group's Integrity and Compliance Programme

CHINT Group's Integrity and Compliance Programme is composed by:

- a) The Code of Integrity, Compliance and Business Conduct (the “**ICP Code**”), which sets forth the rules, the principles and the procedures of CHINT Group's compliance & integrity policy as well as ethical and respectful business conduct ; the ICP Code is available on <https://en.chint.com/about-us/513>,
- b) This Business Partners' Code of Conduct (the “**Business Partners Code**”) which sets out the rules and principles which guide our business decisions and behaviour in order to ensure integrity and transparency in all aspects of CHINT Group's relationships with its Business Partners,
- c) The standard operational policies (“**SOP**”), guidelines, instructions adopted in application of this Business Partners Code.

1.2. Application of this Business Partners Code

This Business Partners Code applies in addition to any and all applicable national and international laws in whichever place where the business of CHINT Group is conducted.

This Business Partners Code is a mandatory requirement for doing business with CHINT Group. It applies to all of CHINT Group's Business Partners, their employees and their business partners.

CHINT Group reviews and updates regularly this Business Partners Code. You will find the most recent version on <https://en.chint.com/about-us/513>.

It is critical that this Business Partners Code be put to use on a daily basis and that CHINT Group's Business Partners uphold and convey its values within their organisations.

This Business Partners Code gives an overview of the topics that are most important to maintaining ethics in our business relationship, it is not meant to be comprehensive and all-inclusive.

In addition to this Business Partners Code, CHINT Group adopted a Business Partners SOP, the terms of which the relevant CHINT Group's entity communicates to a Business Partner since the establishment of a contact with a Business Partner.

This Business Partners Code is not meant to be legal advice and therefore, you may also need to consult with your own advisors or counsels.

2. Consequences of the breach of this Business Partners Code

There are serious consequences for breaching this Business Partners Code and any applicable laws, including the loss of future business dealings with CHINT Group, heavy indemnities and possibly the termination of the business relationship, without any indemnity due to the Business Partner.

3. Definitions

In this Business Partners Code the defined terms shall have the following meaning, unless this Business Partners Code otherwise provides for.

“**Business Partners**” means any individuals or entities which / who are in business relation with CHINT Group or with whom CHINT group intends to be in business relation, for the purpose of carrying of

Chint group's activities, whether or not they act on its behalf. The Business Partners include but are not limited to agents, distributors or other intermediaries, resellers, franchisees, purchasers, suppliers, co-contractors, subcontractors, sales representatives, customs agents, visa agents, business development consultants or business introducers, general consultants, joint venture's partners, in-country EPC partners, consortium partners, lawyers, accountants, financial consultant or other advisors. Are not considered to be Business Partners, the contractors that are not involved in the business activities of Chint group.

In this Business Partners Code reference to "you" or "your" refer to the Business Partners.

"CHINT Group"

means Chint Group Corporation and its subsidiaries and sub-subsidiaries. In this Business Partners Code reference to "us" or "our" refer to CHINT Group.

"Misconducts"

means Corruptive practices, Fraudulent practice, Collusive practice, Coercive practice or Obstructive practices.

"Corrupt practices"

means any of the following Public or Private Corrupt practices:

- **"Bribery"**: the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for a public official at international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of an Enterprise, or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

Bribery often includes (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting party, their close relatives, friends or Business Partners or (ii) using intermediaries such as agents, subcontractors, consultants or other Third Parties, to channel payments to government or party officials, or to employees of the other contracting party, their relatives, friends or Business Partners.

- **"Extortion or Solicitation"**: the demanding of a bribe, whether or not coupled with a threat if the demand is refused.
- **"Trading in influence"**: the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view to obtaining from a public official an undue advantage for the original instigator of the act or for any other person.

- **“Laundering the proceeds of Bribery, Extortion or Solicitation or Trading in influence”**: the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

“Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to improperly influencing the actions of another party.

“Coercive practice” means impairing or harming, or threatening to directly or indirectly impair or harm any party or the property of the party, in order to improperly influence the actions of a party.

“Obstructive practices” refers to:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigations or making false statements to investigators in order to materially impede any investigation, into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- acts intended to materially impede the exercise the inspection and audit rights by the relevant authority or institution.

“Person” means an individual, legal entity, partnership, association, trust, foundation not having the form of legal entity.

“Private Corrupt practice” means any form of Corrupt practices where the purpose of the Corrupt practice is to entice a private individual, such as a director, officer or employee of a private sector Person to breach his/her duties towards that Person.

“Public Official” means any individual holding a legislative, administrative, or judicial office at any level of government, national, or local. International civil servants are also public officials. Employees of public Persons (Persons over which a government, central or local, exercises a dominant influence) are public officials unless the Person operates on a commercial basis on its market like a private company. Employees of a private Persons performing an activity in the private interest such as customs inspections or tasks delegated in connection with public procurement are also considered as public officials in that respect.

“Public Corrupt practice” means any form of Corrupt Practice where the purpose of the Corrupt Practice is to obtain an undue advantage from an act or omission of a Public Official in relation with his/her public

duties.

4. Compliance and Integrity

4.1. Prohibition of any Misconduct

Any Misconduct is strictly prohibited.

Committed to maintain the highest standards of integrity and compliance conduct in the completion of our daily activities and to abide by our values and further be compliant with the obligations within the ICP Code, CHINT Group is committed to:

- zero tolerance of any Misconduct,
- making integrity and the combats against Misconducts central to CHINT Group's culture,
- Ensuring upstream and effective control and monitoring in order to prevent, to detect and to remedy any behaviour that would be unethical or non compliant or would constitute a Misconduct or a breach of law,
- Following permanent and continuous improvement of the requirements and standards,
- Ensuring an efficient protection and incentive of whistler blowers

4.1. General expectation

CHINT Group expects its Business Partners to conduct their activities in accordance with the highest legal, ethical and professional standards and to adhere to its business standards, culture values and to the principles and rules set forth in the Business Partners Code.

CHINT Group further expects that its Business Partners adopt robust and effective Integrity and Compliance rules equivalent to the ICP Code.

4.2. Principle governing our relationship with the Business Partners

In addition to the requirements for fair high quality business, the Group builds its relationship with the Business Partners through the rules outlined below.

4.2.1. Risk assessment and due diligence

Prior to selection of and contracting with a Business Partner, CHINT Group carries out compliance risk assessment and due diligence in order to evaluate, identify and understand the potential legal, financial, reputational and integrity & compliance risks.

Each Business Partner has to reply the identification and compliance questionnaire and provide documentation supporting the answers in that questionnaire.

Please refer to the general form of the identification and compliance questionnaire attached to this Business Partners Code.

CHINT Group can vary and amend this questionnaire as it deems be necessary for the purpose of adequate risks assessment and due diligence.

4.2.2. Business Partner's Integrity and Compliance Undertakings

Each Business Partner must sign, in parallel with the execution of the relevant contract with CHINT Group, the Business Partner's Integrity and Compliance Undertakings the form of which is attached to this Business Partners Code.

CHINT Group can vary and amend the Business Partner's Integrity and Compliance

Undertakings it deems be necessary.

4.2.3. Ongoing monitoring of Business Partners

CHINT Group monitors the Business Parties' activities during the entire relationship to ensure continued compliance with all applicable laws, the Business Partners Code and the SOPs.

For the purposes of the monitoring, CHINT Group may, without limitation:

- Carry out further due diligence and risks assessment,
- Require the Business Partner to report on any payments made by the Business Partner to any third parties, including Public Officials, in connection with the performance of the contract entered into with CHINT Group, with explanation of the reason for such payments and supporting documents,
- Require the Business Partner, to report more, generally any circumstance which may be considered as a Misconduct or may read to Misconduct or, more generally, to a breach of the Business Partner's Integrity and Compliance Undertakings,
- Require the Business Partner, to give access to its books for compliance and integrity audit of the activities under the contract entered into with CHINT Group.

4.2.4. Training

CHINT Group shall organize appropriate compliance and integrity training session of the Business Partners.

4.3. Sanctions

Without prejudice to the generality of article 2 above, CHINT Group shall have the rights set forth below.

4.3.1. In relation to the risks assessment and due diligence process

In the event the Business Partner refuses to answer the questions or to provide inaccurate information or supporting document or, more generally, refuses to cooperate with CHINT Group, CHINT Group shall have the right, without any indemnity due to the Business Partner, to suspend the selection process, to refuse to contract or, if the contract is executed, to suspend or terminate it.

4.3.2. In relation to the Business Partner's Integrity and Compliance Undertakings

In the event the Business Partner refuses to sign the Business Partner's Integrity and Compliance Undertakings, CHINT Group shall have the right, without any indemnity due to the Business Partner, to refuse to sign the relevant contract with the Business Partner.

In the event of a breach of the Business Partner's Integrity and Compliance Undertakings, without any indemnity due to the Business Partner, require the Business Partner to apply corrective measures, including focused training programme under CHINT Group's supervision, or suspend or terminate the business relationship with the Business Partner.

4.3.3. In relation to the ongoing monitoring

In the event, during the monitoring and controls process:

- Any noncompliance with the Business Partners Code or the Business Partner's

Integrity and Compliance Undertakings, becomes apparent, the Business Partner will be expected to initiate a corrective action plan. Where relevant, CHINT Group shall work with Business Partner to improve its processes and procedures as it thinks fits and will require Business Partner to actively engage in and implement the same,

- If the Business Partner does not apply the corrective measures plan, without justification, the Group reserves the right to reconsider the continuation of the business relationship or to terminate the business relationship, without any indemnity due to the Business Partner,
- If a Misconduct becomes apparent and no corrective measures could apply, CHINT Group may terminate the business relationship, without any indemnity due to the Business Partner, and if the Misconduct is a criminal offence, to inform the competent authorities

4.3.1. **In relation to the training sessions**

The refusal from a Business Partner or the non attendance to the training sessions shall be taken into consideration in the evaluation of the relationship with such Business Partner and may lead to suspension or termination of the relationship given the results of the overall evaluation.

5. Health and Safety

CHINT Group is committed to maintaining safe workplaces and have developed multiple safety guidelines, procedures and policies to protect people working at CHINT Group. We also maintain drug and alcohol free workplaces and forbid the distribution, sale, purchase, exchange, possession and use of illegal drugs in the workplace. Smoking is only permitted in designated areas at CHINT Group's worksites.

We expect Business Partners' personnel working at CHINT Group's premises to comply with CHINT Group's health and safety instructions.

6. Respecting employees' and children's rights

CHINT Group combats forced labour and child labour: we do not employ children under the age of 16. More generally, we comply with ILO Convention especially as it relates to the employment of children between 15 and 18 years of age and we expect our Business Partners to subscribe to the same obligation and strictly comply with the related legislations.

Similarly, we expect that our Business Partners' employment practices to be free from forced labour and workers to be paid according to applicable wage laws, including minimum wage, overtime and mandated benefits and to be treated equally and fairly.

We expect further that our Business Partners respect also working hours, rest time and periodic leaves must also be respected, in line with local legislations or collective bargaining agreements, where applicable.

Also as a global group, CHINT Group value and encourage diversity. We also combat discrimination and harassment: Any sexual or psychological harassment, bullying or other such conduct that interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment, is totally forbidden at CHINT Group, even if there is no relation of job subordination between the parties.

In that respect, Business Partners need to ensure that their employment practices are free from any kind of discrimination, in particular vis-à-vis unionists, employees representatives, or

women. They also need to recognize the principle of equal remuneration for men and women.

7. Environment protection

CHINT Group, involved the innovation and technology progress, works in compliance with all local environmental laws and forbid the manufacturing or selling of products that present an unacceptable risk for individuals' health and the environment.

We expect our Business Partners to comply with the same principles and to contribute to the protection of environment by helping us reduce our consumption of raw materials and energy, optimize natural resources and reduce waste discharges during the design, manufacture, distribution, use and recycling of all of our products.

8. Doing business fairly

CHINT Group believes that fair business, together with the compliance and integrity, ensure business success and sustainability long into the future.

8.1. Combating antitrust practices

We expect all of our Business Partners to abide by the same rules and to neither collude with competitors in cartels, engage in price-fixing, market sharing and bid rigging or exchange sensitive business data with competitors in an attempt to restrict competition.

8.2. Conflicts of interest

Conflicts of interest can hinder the success of a company, lead to economic damages and also tarnish the company's reputation if they become public, for instance, if the conflict of interest leads to uneconomical decisions, if customers get lost because they lose confidence in the integrity of the company or if restricted information is disclosed as a result. In some cases, conflicts of interest might also bear Misconduct or antitrust risks.

A "conflict of interest" exists when an employee's private interests supersede or interfere with CHINT Group's interests or when an employee or a close relative might benefit personally from a transaction involving a company in the CHINT Group.

Employees are expected to make business decisions that are based solely on CHINT Group's best interest and prohibited from entering into any conflict of interest.

Therefore, investing, directly or indirectly, in a Business Partner working with CHINT Group, a supplier's parent company or its subsidiaries is not permitted. Business Partners cannot either lend money to CHINT Group employees, nor directly or indirectly propose or give any kickbacks.

8.3. Confidentiality

At CHINT Group, we protect our information, know how, IP rights and more generally our confidential and strategic information.

We are extremely cautious as to the integrity and safety of our Information technology network and devices as well as the exchange of information, be it directly, via it systems or on the social media.

We respect the intellectual property and confidential information of others as well as the confidentiality of their data, projects, trade secrets, copyrights and other intellectual property, including software, images and publications.

Ensuring confidentiality and Cyber security takes discipline and attention. We expect our Business Partners to strictly comply with our IT rules when using devices provided by

CHINT Group. We also expect them to respect confidentiality or rights and to use information disclosed or rights provided for the sole purpose of fulfilling their obligations vis-à-vis CHINT Group.

8.4. Data Protection

We carefully protect personal data. We collect, use and store our Business Partners personal Data for the sole purpose of managing the business and/or contractual relationship.

We expect our Business Partners to comply with the applicable laws and regulations related to processing of personal data regulation.

8.5. Complying with Export/Import and Economic sanctions restrictions

CHINT Group is committed to compliance with the applicable laws and regulations that govern the importing and exporting of goods, services, technologies and information, including re-exports and parallel trade.

When interacting with CHINT Group, Business Partners are required to act in compliance with these obligations and are expected to provide CHINT Group with information regarding their international business dealings, the origin and/or export classification of products/materials they are supplying to CHINT Group, and/or confirm in writing the end-use and/or end-user of CHINT Group products they are purchasing from, or distributing on behalf of, CHINT Group.

Neither a Business Partner, nor any parent, subsidiary, affiliate, supplier, or associated company can be included on any of the restricted party lists maintained by the U.S. Government and the EU's Consolidated list of sanctioned persons and any other, nor can be owned or controlled by or acting on behalf of a restricted party (collectively, "**Restricted Parties**").

8.6. Conflict minerals

Conflict minerals are certain types of raw materials that come from specific regions where human rights violations and violent conflicts are occurring. Business Partners must actively avoid acquiring, trading, possessing or otherwise furthering the use of these conflict minerals.

CHINT Group also helps customers meet their obligations pertaining to conflict mineral legislations and expect its Business Partners to cooperate and provide required information.

8.7. Inside information

In the performance of our activities, we may have access to "inside information".

The "inside information" is generally defined as knowledge held by an entity that would be crucial, significant and precise, not generally publicly available, and which, if disclosed, would be likely to have a significant effect on the price of the shares or others securities on financial markets.

Inside information may include non-public information related to financial aspects, plans for dividend, any mergers or acquisitions projects, new contracts or any others matters which are sensitive and confidential.

Trading on shares or other securities while being in possession of inside information is illegal and unfair and CHINT Group prohibits is clearly.

We expect that our Business Partners comply with the same prohibition.

9. How to report Misconducts or to contacts us for any questions that you may have in relation to this Business Partners Code

9.1. Reporting of possible Misconduct

It is essential that CHINT Group obtains knowledge of any Misconduct that any CHINT Group's, employees, or Business Partner or its employee or business partner may commit. Reliable reporting channels are indispensable for effective compliance, because they help ensure that possible Misconduct is reported, thoroughly investigated, brought to light and properly sanctioned.

9.2. Compliance Hotline “Chint listens to you”

The compliance hotline “**Chint listens to you**” is a secure way of reporting potential compliance violations. Reports can be submitted at any time, in a safe, confidential and if desired, anonymous manner, either online or by telephone.

Incoming reports are not traced and reporting parties are not automatically registered.

All reports are treated confidentially.

“**Chint listens to you**” can be reached via a secured email address: Compliance@chint.com or by phone 008621-67777777-880080

General form of the identification and compliance questionnaire

Introduction

In the context of worldwide trend for more transparency in the business, Integrity and Compliance is the cornerstone of enterprise sustainable development and the lifeline of an enterprise. In order to ensure an increasing and sustainable development of the group, including in relation with our business partners, Chint adopted and Integrity and Compliance Programme: **Code of Integrity, Compliance and Business Conduct** and **Business Partners's Code of Conduct** (both codes the "ICP"). A copy of the ICP is attached to this Questionnaire and is available on our website under <https://en.chint.com/about-us/513>

Purpose of the Questionnaire

This Questionnaire is a part of Chint due diligence process of our business partners in application of our Know Your Customer policy and our Business Partners policy in relation to Compliance Risks.

Definitions

"**Compliance Risk**" or "**Risk**" means a risk resulting from any Misconduct.

This is different than an "*operational risk*" which means a risk resulting from the ineffective and/or inefficient use of resources or some event that means the function cannot meet budget or meet some other business or performance goals. There are also different from "*financial risks*" which refer to risks of non-payment or insolvency.

Misconducts means:

Corrupt practice: Corruptive practices are:

- d) **Bribery:** the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for a public official at international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of an enterprise, or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.
- e) **Extortion or Solicitation:** the demanding of a bribe, whether or not coupled with a threat if the demand is refused.
- f) **Trading in influence:** the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view to obtaining from a public official an undue advantage for the original instigator of the act or for any other person.
- g) **Laundering the proceeds of Bribery, Extortion or Solicitation or Trading in influence:** the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

Corrupt practices are **Private sector Corruption** and **Public sector Corruption**

Fraudulent practice: Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or other benefit or to avoid an obligation.

Collusive practice: An arrangement between two or more parties designed to achieve an improper purpose, including to improperly influencing the actions of another Person.

Coercive practice: Impairing or harming, or threatening to directly or indirectly impair or harm any Person or the property of the Person, in order to improperly influence the actions of a Person.

Obstructive practice:

- h) Deliberately destroying, falsifying, altering, or concealing of evidence material to the

investigations or making false statements to investigators in order to materially impede any investigation, including internal investigations made within the Group, into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any Person to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- i) Acts intended to materially impede the exercise the inspection and audit rights by the relevant authority or institution.

Public Official means any individual holding a legislative, administrative, or judicial office at any level of government, national, or local. international civil servants are also public officials. Employees of public persons (persons over which a government, central or local, exercises a dominant influence) are public officials unless the person operates on a commercial basis on its market like a private company. Employees of a private persons performing an activity in the private interest such as customs inspections or tasks delegated in connection with public procurement are also considered as public officials in that respect.

Instructions

Please provide information as requested and attach any supporting document. In case you have any query in respect to this Questionnaire, please contactfangzx@chint.com

Item	Information / supporting document
<p>1. Data regarding the company profile and activities of the Business Partner – Business Partner and Business Identification</p>	
<p>1.1 If a company: Legal name, commercial name(s), corporate form, share capital, headquarters, date of incorporation, number of registration, tax number (if any), Dun & Bradstreet number (if any), Website address</p> <p>If an individual: name, date of birth, nationality, address and, if applicable, registration to act as an entrepreneur</p>	
<p>1.2 In case the Business Partner has had other previous legal and/or commercial names, the list of those names</p>	
<p>1.3 In case the current structure of the Business Partner is a result of a merger or demerger, information regarding the preceding entities as per point 1.1</p>	
<p>1.4 Names of the current Directors, shareholders, owners and names of former Directors, shareholders, owners during the last 3 years</p>	
<p>1.5 Organization chart of the group to which the Business Partner belongs and the information mentioned in points 1.1 and 1.4 for its Ultimate Beneficial Owner(s) and/or controllers with . To specify whether entities of the group are off-shore entities and indicate the countries To specify if any entity of the group was sanctioned or is under sanction for Misconduct and provide relevant information</p> <p>Determination of the Ultimate Beneficial Owner (s).</p>	
<p>1.6 Active company or shell company or other non-transparent corporate structure</p>	
<p>1.7 Approved financial statements for the last three (3) financial years and if</p>	

the Business Partner belongs to a group, the consolidated balance sheets for the last three (3) financial years	
1.8 Main activities of the Business Partner (industry sector) and, if applicable, of the other entities of its group	
1.9 Core business of the Business Partner	
1.10 Countries of activities of the Business Partner and, if applicable, of the other entities of its group. Country of the principle place of business	
1.11 In case the Business Partner does not reside or have a significant business presence in the country where the customer or project is located, explanation for the reason of such discrepancy	
2. Data regarding the relations between the Business Partner and a Chint's entity	
2.1 Any relations between the Business Partner its managers and employees, and, if applicable, the members of its group, and a Chint's entity; if so, describe the nature of the relations	
2.2 Any relations between the Business Partner its managers and employees, and, if applicable, the members of its group, and a Chint's entity managers and employees and risk of conflicts of interests	
2.3 Is the Business Partner and, if applicable, the members of its group, competitor to a Chint's entity?	
2.4 Description of the means and tools put in place (such as firewalls) to ensure access to proprietary information and ensure confidentiality	
3. Data regarding integrity and compliance	

<p>3.1 Existence and terms of the integrity and compliance programme of the Business Partner. Copy of the programme or link to it if publicly available</p> <p>Same information in respect to the other entities of the group</p>	
<p>3.2 Description of the internal audit program of the Business Partner that provides regular reporting</p>	
<p>3.3. Description of internal controls in place to prevent Misconducts</p>	
<p>3.4 Description of the compliance and integrity training programme of the Business Partners. Is this programme mandatory for all employees, including managers</p>	
<p>3.5 Description of the compliance officers position and function</p>	
<p>3.6 Identification of Misconducts during the last 5 years, nature of Misconducts and sanctions</p>	
<p>3.7 Description of the internal alert and reporting procedures regarding Misconducts</p>	
<p>3.8 Any allegations (in the press or otherwise) that the Business Partner (or any of its shareholders, management or board members or employees) have committed any form of Misconduct. If yes, details of such allegations including sources, dates and nature of alleged conduct and other relevant information</p> <p>Same information in respect to the other entities of the group, their management, employees or board members</p> <p>Same information in respect to agents, intermediaries, subcontractors, distributors, business getter or developers, resellers, franchisers</p>	
<p>3.9 Implication in any instances</p>	

<p>(litigation, whether civil, criminal or regulatory, arrests, indictments etc.) of the Business Partners, its shareholders, managers or employees or blacklisting or debarments by international financial institutions. If yes, details of such instances including sources, dates and nature of the instances and other relevant information</p> <p>Same information in respect to the other entities of the group, their management, employees or board members</p> <p>Same information in respect to agents, intermediaries, subcontractors, distributors, business getter or developers, resellers, franchisers intermediaries, subcontractors, distributors, business getter or developers, resellers, franchisers</p>	
<p>3.10 Termination by other companies of their relationship with the Business Partner. If yes, the reasons for such termination.</p> <p>Same information in respect to the other entities of the group,</p>	
<p>3.11. Knowledge of the Business Partner of Chint's ICP and confirmation of its will to comply with its terms</p>	
<p>3.12 Acceptance or refusal of the Business Partner to give integrity and compliance warranties and more generally to accept integrity and compliance clauses in the contract</p>	
<p>4. Business Partners and Public Officials</p>	
<p>4.1 Existence of any relationships between the Business Partner, its managers or employees and Public Officials, national and international. If yes, describe the nature of the relationship, names, position</p> <p>Same information in respect to the other entities of the group</p>	

<p>4.2 Existence of a close personal or family relationship, or business relationship, of the Business Partner, its managers or employees, with a Public Official or relative of a Public Official. If yes, please set out:</p> <p>j) Name of person and title/status</p> <p>k) Date of joining the Business Partner or acquiring a financial interest</p> <p>l) Date of leaving the public position</p> <p>- Same information in respect to the other entities of the group</p>	
<p>4.3 Is any employee, director or shareholder of the Business Partner person who is or was a Public Official? If yes, please set out:</p> <p>m) Name of person and title/status</p> <p>n) Date of joining the Business Partner or acquiring a financial interest</p> <p>o) Date of leaving the public position</p> <p>- Same information in respect to the other entities of the group</p>	
<p>4.4 Does the Business Partner claim that it can help secure a contract because it knows the right people?</p>	
<p>4.5 Have government entities, Public Officials or close relatives of Public Officials invested in or have a financial interest in the Business Partner or in other entities of its group?</p>	
<p>5. Project parties (Project refers to the specific project in which the business partner is intended to be involved – sale, purchase, or EPC)</p>	
<p>5.1 Intention of the Business Partner to enter into any subcontracts or to use any third Person to help execute its obligations for the Project. If yes, provide description of the nature of the assistance, identity of the third Person and the financial arrangements</p>	

<p>5.2 Use by the Business Partner of business advisors (sales representatives, consultants, agents resellers/distributors, lobbyists, external trading houses, procurement intermediaries, customs agents or brokers) to assist in or facilitate the sale of goods or services for the Project or this customer in its activities? If yes, please provide details.</p>	
<p>5.3 Use any third parties to assist in obtaining any permits, licenses and/or approvals from the customer or any government entity. If yes, please list the third Person and explain their planned scope of work.</p>	
<p>6. Contact with the Business Prather</p>	
<p>6.1 Description of the circumstances on which the Business Partner enters into contact with Chint. In particular was the Business Partner recommended or suggested to Chint by a third Person? If so, please identify the third Person and provide details, e.g., relationship to Chint or customer; reason for recommendation.</p>	
<p>6.2 Description of any interest of the Business Partner in the customer of the Project</p>	

Business Partner’s Integrity and Compliance Undertakings

In the context of worldwide trend for more transparency in the business, Integrity and Compliance is the cornerstone of enterprise sustainable development and the lifeline of an enterprise. Chint Electric Co., Ltd (“CHINT”) unswervingly adheres to observe laws, integrity and compliance during the operations and requires all of its Business Partners to conduct their activities in accordance with the highest legal, ethical and professional standards.

Therefore, Chint has adopted its “Integrity and Compliance Programme” - **Code of Integrity, Compliance and Business Conduct** and **Business Partners’ Code of Conduct** (both referred as the “ICP”) with which its business partners have to comply. The ICP is accessible on the website of Chint Group Corporation <https://en.chint.com/about-us/513>.

The ICP may be updated from time to time and the updated version is accessible on the address above.

1. Definitions and force of the present document

1.2 Definitions

In addition to the terms defined in this document, the following terms shall have the meaning as defined below:

“Bribery”	shall mean direct or indirect offering, promising, giving, authorizing (active bribery) or accepting (passive bribery) of any undue pecuniary or other advantage (which could be non pecuniary) to, by or for a Public Official at international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a private Person, or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.
“Coercive Practice”	shall mean impairing or harming, or threatening to directly or indirectly impair or harm any Person or the property of the Person, in order to improperly influence the actions of a Person.
“Collusive Practice”	shall mean an arrangement between two or more Persons designed to achieve an improper purpose, including to improperly influencing the actions of another Person.
“Corrupt Practices”	shall mean Bribery, Extortion or Solicitation, Trading in influence and Laundering. Corrupt Practices may be Private sector Corruption and Public sector Corruption.
“Employee(s)”	shall mean all individuals working at all levels, including but not limited to senior managers, officers, directors, employees (whether permanent or temporary or home-workers), trainees, wherever they are located.
“Extortion or Sollicitaion”	shall mean the demanding of a Bribe, whether or not coupled with a threat if the demand is refused.
“Facilitation payments”	shall mean unofficial, improper, small-value payments made to official to secure or expedite the performance of a routine or

- necessary action to which the payer of the facilitation payment is legally entitled.
- “Foreign Public Official”** shall mean any Public Official (individual holding a legislative, administrative or judicial office of a foreign country, whether appointed or elected) exercising a public function for a foreign country, including for a public agency or public Persons, and any official or agent of a public international organization.
- “Fraudulent Practice”** shall mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or other benefit or to avoid an obligation.
- “Misconducts”** shall mean Coercive practice, Collusion Practice Corrupt Practices, Fraudulent Practice and Obstructive Practice.
- “Obstructive Practice”** shall mean:
- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigations or making false statements to investigators in order to materially impede any investigation, into allegations of a Corrupt, Fraudulent, Coercive, or Collusive practice; and/or threatening, harassing or intimidating any Person to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - Acts intended to materially impede the exercise the inspection and audit rights by the relevant authority or institution.
- “Person”** shall mean an individual, legal entity, partnership, association ,trust, foundation not having the form of legal entity.
- “Private sector Corruption”** shall mean any form of Corrupt Practices where the purpose of the Corrupt Practice is to entice a private individual, such as a director, officer or employee of a private sector Person to breach his/her duties towards that Person.
- “Public Official”** shall mean any individual holding a legislative, administrative, or judicial office at any level of government, national, or local, international civil servants are also public officials. Employees of public Persons (Persons over which a government, central or local, exercises a dominant influence) are public officials unless the Person operates on a commercial basis on its market like a private company. Employees of a private Persons performing an activity in the private interest such as customs inspections or tasks delegated in connection with public procurement are also considered as public officials in that respect.
- “Public sector Corruption”** shall mean any form of Corrupt Practice where the purpose of the Corrupt Practice is to obtain an undue advantage from an act or omission of a Public Official in relation with his/her public duties.

“Laundering” shall mean the laundering of proceeds of Bribery, Extortion or Solicitation or Trading in influence through the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

“Third Party” shall mean a Person in business relation with the Business Partner or with who the Business Partner intends to be in business relation for the purpose of the Contract, whether or not they act on its behalf. The Third Party includes but is not limited to agents, distributors or other intermediaries, resellers, franchisees, purchasers, co-contractors, subcontractors, sales representatives, customs agents, business development consultants or business getters, general consultants, lawyers, accountants, financial consultant or other advisors.

“Trading in influence” shall mean the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view to obtaining from a Public Official an undue advantage for the original instigator of the act or for any other Person.

1.2 Incorporation by reference

The present document is incorporated by reference in the contract entered between the Company and ● [Chint’s entity] of today regarding [specify the matter] (the **“Contract”**)

2. Acknowledgment, representations and warranties and undertakings

Option 1 if the Business Partner is a company: I, acting on behalf of and for [name of the company] (the **“Company”** or the **“Business Partner”**), in my capacity of ● acknowledge and undertake hereby as follows.

Option 2 if the Business Partner is an individual: [I, [name of the individual] **“name”**] (the **“Business Partner”**), acknowledge and undertake hereby as follows]

2.1 Acknowledgement

The Business Partner hereby acknowledges that it [he/she] having full knowledge and understanding of the ICP.

2.2 Representations and warranties

Option 1 – if the Business Partner is a company - The Business Partner represents and warrants that its shareholders, ultimate controller, Third Parties, or directors or officers thereof that they have not committed any Misconduct until the entering into the Contract, they have not been or are not subject to sanctions for Misconducts, and there are not in a situation which may lead to a Misconduct.

Option 2 – if the Business Partner is an individual - The Business Partner represents and warrants that he / she has not committed any Misconduct until the entering into the Contract, has not been or are not subject to sanctions for Misconducts, and there are not in a situation which may lead to a Misconduct.

The Business Partner represents and warrants that all information and documents provided to [Chint’s entity] during due diligence, Contract negotiation and Contract enforcement as may be updated from time to time (the **“Integrity and Compliance Information”**), are true, accurate and not misleading and that [Chint’s entity] can full rely on them.

The Business Partner shall provide to [Chint's entity], through the term of the Contract, any new information which may alter or supplement the Integrity and Compliance Information so that the Integrity and Compliance Information be at any time during the term of the Contract true, accurate and not misleading.

Option 1 – if the Business Partner is a company - The Business Partner represents and warrants that its shareholders, ultimate controller, Third Parties, or directors or officers thereof have no relative relationship with any Employees of CHINT or their families and more generally, there are not in a position of a conflict of interest.

Option 2 – if the Business Partner is an individual - The Business Partner represents and warrants that he / she or the Third Parties, have no relative relationship with any employees of CHINT or their families and more generally, there are not in a position of a conflict of interest.

Option 1 – if the Business Partner is a company - The Business Partner represents and warrants that its shareholders, ultimate controller, Third Parties, or directors or officers thereof are not in a breach of any of the requirements of the ICP.

Option 2 – if the Business Partner is an individual - The Business Partner represents and warrants that he / she or the Third Parties, are not in a breach of any of the requirements of the ICP.

3. Undertakings

The Business Partner hereby undertakes [*Option 1 if the Business Partner is a company* - for itself, its directors, officers or Employees] [*Option 2 if the Business Partner is an individual* – for himself / herself] as well for any Third Party, to:

- p) Fully comply with the laws and regulations applicable to it [him/her],
- q) Fully comply with the ICP,
- r) Adopt / update a compliance and integrity programme which reflects the international standards in compliance and integrity,
- s) Not to commit, directly or indirectly, by action or by omission to act, any Misconduct,
- t) Providing true, accurate and complete documentation during performance of the Contract as set forth in clause 4 above,
- u) Cooperate with Chint's Compliance Audit and Investigation to prevent, detect and remediate any Misconduct and more generally to audit the performance of the Contract and to provide access to documents and personnel,
- v) Regularly report to [Chint's entity] on its activities under the Contract, and to provide detailed invoices and detailed supporting documentation for its expenditures,
- w) Submit any information regarding a Third Party similar as the Integrity and Compliance Information, as well as any other information that [Chint's entity] may request,
- x) Maintain accurate books and records and appropriate internal controls,

y) Participate in the compliance training arranged by CHINT.

4. Consequence of a breach

[Chint’s entity] has the right to suspend or terminate the Contract immediately upon unilateral good faith concern that there has been a violation of any representations and warranties, of any breach of the undertakings hereby, without paying any compensation to the Business Partner.

The Business Partner agrees to indemnify and hold harmless [Chint’s entity] in this respect. The indemnity shall be equal to [●] percent of the total value of the Contract, unless the damages that Chint’s entity] suffers as result of the above breaches is higher than the amount set forth in this clause.

5. Contact and Reporting

For any doubt regarding performance of this document or for any reporting under this document, including reporting of any Misconduct committed by the Business Partner, its directors, officers or Employees as well as of a Third Party, please contact:

CHINT strictly prohibits retaliating against any whistleblower.

Contact	Phone Number	Email Address	Correspondence Address
Chen Wenming	13806606591	cwm@chint.com	The Supervisory Board of CHINT Industrial Park, 3255 Sixian Road, Songjiang District, Shanghai, postcode 201614
Compliance Officer	021-67777777-880080	compliance@chint.com	Compliance Office, CHINT Industrial Park, 3255 Sixian Road, Songjiang District

Name of the Business Partner:

Signature of the Representative:

Date: