

**PENTAIR COMPLIANCE CERTIFICATE**

This Compliance Certificate (“Certificate”) is given by us and each of our affiliates (collectively “Business Partner”) to Pentair plc and each of its affiliates (collectively “Pentair”):

- A. **No Bribes; No Kickbacks; No Conflicts; Anti-Boycott.** Business Partner and Pentair intend that no payments or transfers of value shall be made which have the purpose or effect of bribery, extortion, kickbacks or other unlawful or improper means of obtaining business. Business Partner and Pentair will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization for the purpose of improperly influencing their acts or decisions. Except as disclosed in writing to Pentair, Business Partner represents that it does not believe or have any reason to believe that there are any actual or potential conflicts of interest regarding its relationship with Pentair. Neither party will request the other party to take any action which is prohibited under any anti-boycott law or regulation and any such request will be deemed null and void.
- B. **Accurate Books and Records; Audit Rights.** Business Partner and Pentair will maintain complete and accurate books and records in accordance with generally accepted accounting principles. Each party will maintain a system of accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts. If at any time either party believes in good faith that the other has materially breached this Certificate, it may select an independent third party to conduct a reasonable audit at its expense to verify the other party’s adherence to this Certificate (and such audit shall be duly limited in scope and shall not be for any other reason), with the other party reasonably cooperating in such audit.
- C. **No Payments for Improper Activities.** Neither party shall be required under any circumstances to take any action or make payments that it believes, in good faith, would cause it to be in violation of any anti-corruption laws (including the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any local anti-corruption laws).
- D. **Data Privacy.** Pentair is committed to respecting the privacy of all persons and complies with applicable data privacy laws. Pentair will handle all personal data in accordance with Pentair’s Privacy Notice, which is available at <https://www.pentair.com/en/privacy-notice.html>.
- E. **Trade Compliance – Where Business Partner is Pentair’s Customer.** If Business Partner purchases products, software, technical data or services (“Pentair Goods”) from Pentair:
1. Business Partner agrees that it will not export, re-export, sell, ship, or otherwise transfer any Pentair Goods to or through any countries, territories or parties, subject to embargos, economic sanctions or other restrictive trade measures enforced by the United States, the United Kingdom, or the European Union. For the avoidance of doubt, this includes, but is not limited, to any of the following:
    - Parties from or in Cuba, Iran, North Korea, Syria, and any and all non-government controlled areas of Ukraine which are the subject of illegal recognition, occupation or annexation by the Russian Federation;
    - The Government of Venezuela, any political subdivision, agency, or instrumentality thereof, any state-owned entity, any person owned or controlled by or for or on behalf of, any of the foregoing, or any person or entity whose actions or functions are intended to support the foregoing, such as a contractor or supplier;
    - Parties on the U.S. Treasury Department’s Specially Designated Nationals List or other economic sanctions lists, or subsidiaries owned 50% or more by one or more of the foregoing;
    - Parties on the U.S. Commerce Department’s Denied Persons List, Entity List, Unverified List, Military End-Users List, or Military Intelligence End-Users List;
    - Parties on the United Kingdom’s List of Consolidated Financial Sanctions Targets; and
    - Parties on the European Union’s Consolidated Sanctions List.
  2. Business Partner agrees that Pentair Goods will be used for civil end uses only and will not be used in connection with any nuclear, weapons proliferation or unmanned aerial vehicle related end uses; Russian energy export pipelines; restricted deepwater, Arctic offshore, or shale projects; or other activities prohibited under United States, United Kingdom, or European Union law.
  3. Business Partner acknowledges Pentair’s position prohibiting business with Russia and Belarus and agrees that it will not export, re-export, sell, ship, or otherwise transfer any Pentair Goods to or through Russia or Belarus, unless otherwise authorized in writing by Pentair.
- F. **Trade Compliance – Where Business Partner is Pentair’s Vendor.** If Business Partner sell products, software, technical data or services (“Pentair Purchased Goods”) to Pentair:

1. Business Partner agrees that its supply of Pentair Purchased Goods complies in full with Pentair's Supplier Code of Conduct and is subject to this Certificate. Business Partner represents and warrants that it has delivered, acquired or produced such Pentair Purchased Goods in full compliance with all applicable laws and regulations administered by the United States, the United Kingdom, or the European Union. Without limiting the foregoing, Business Partner has not, and will not, incorporate into Pentair Purchased Goods any products, materials, information or services from Iran, North Korea, Syria, Cuba, or any and all non-government controlled areas of Ukraine which are the subject of illegal recognition, occupation or annexation by the Russian Federation, including any entities or persons in those territories.
  2. Business Partner agrees that it will not use or allow human trafficking, forced labor, debt bonded, indentured or slave labor in the manufacture or supply of Pentair Purchased Goods, and will not source inputs or raw materials from the Xinjiang region in China or involving any entity on the U.S. Uyghur Forced Labor Prevention Act (UFLPA) Entity List.
  3. Business Partner acknowledges Pentair's position prohibiting business with Russia and Belarus and agrees that it will not source any Pentair Purchased Goods from Russia or Belarus, unless otherwise authorized in writing by Pentair.
- G. **Notification; Additional Docs.** Each party will notify the other promptly if it has reason to believe that a breach of this Certificate has occurred or is likely to occur. A party will, as may be requested by the other party from time to time, provide to the other additional written certification in form and substance satisfactory to the other party in order to confirm its compliance with this Certificate.
- H. **Breach and Termination; Termination Rights.** Any breach of this Certificate will be grounds for immediate termination of any ongoing business relationship and the non-breaching party reserves the right to refuse to enter into or perform any order, and to cancel any order, if in its sole discretion it determines that such order could violate any applicable law or regulation. The parties agree that any such refusal or cancellation of any order, or termination, as described above, will not constitute a breach of any obligations under this Certificate or elsewhere, and the parties hereby waive any and all claims for any loss, cost or expense related thereto.