



COMPLIANCE AGREEMENT AND CERTIFICATION

Acuity Brands Lighting, Inc. (“**ABL**”) requires each of its suppliers seeking to be an approved supplier for ABL to certify that it understands and acknowledges ABL’s commitment to legal and ethical conduct. The undersigned (“**Supplier**”) agrees and certifies that:

1. Compliance with Laws. Supplier shall comply with all applicable existing and/or enacted or later enacted laws, rules, ordinances, codes, regulations, treaties, orders, decisions, directives and/or requirements (a) of any governmental, judicial or administrative body, of (i) the country of origin of any good or component sold to ABL (“**Goods**”), (ii) any country in which a component part of any Good is manufactured, distributed or offered, and (iii) the United States, each state, and each province, locality and jurisdiction where the Goods are sold, whether in the United States or any foreign country, and (b) that are otherwise applicable to its business or to the Goods (including packaging materials), whether or not specifically referred to in this Compliance Agreement and Certification and whether amended or modified (collectively, “**Laws**”). Supplier shall comply with and give all certifications, stipulations, and representations required by all applicable Laws and shall procure all required licenses and permits and pay all fees and other charges related thereto. Unless exempted, Supplier hereby agrees to comply with Section 202, paragraphs 1 through 7, of Executive Order 11246 (Nondiscrimination in Employment by Government Contractors), as amended, the affirmative action clauses and associated requirements set forth in 41 C.F.R. 60-1.4(a)(7), 60-250.5, 60-250.10, 60-300.5 and 60-741.5, and 29 C.F.R. Part 471, Appendix A to Subpart A (requiring covered unionized contractors and subcontractors informing their employees of certain rights), which are incorporated herein by reference. Neither Supplier, nor any of its principals, is debarred, suspended, or proposed for debarment by the United States government. Supplier certifies that it will take appropriate actions necessary to protect the health, safety and the environment, including in the workplace and during transport, and has established an effective program to ensure any suppliers it uses to fulfill its obligations to ABL will be in conformance with this Compliance Agreement and Certification.

2. Product Content Certification. Supplier certifies that Goods will not include any of the following unless Supplier identifies an applicable exception from any relevant legal restriction on the inclusion of such materials in the Goods sold or transferred by Supplier and ABL agrees in writing to accept such Goods: (a) any of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls (PCB), polybrominated biphenyls (PBB), polybrominated diphenyl ether (PBDE); (b) any chemical or hazardous material otherwise prohibited pursuant to Section 6 of the U.S. Toxic Substances Control Act; (c) any chemical or hazardous material otherwise restricted pursuant to Directive 2011/65/EU of the European Parliament and the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (recast) (the “**RoHS Directive**”); or (d) any chemical designated ozone depleting chemicals as restricted under the Montreal Protocol on Substances that Deplete the Ozone Layer. Supplier further certifies that the Goods sold hereunder: (i) do not release substances under normal or reasonably foreseeable conditions of use, as set forth in REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (“**REACH**”), establishing a European Chemicals Agency (“**ECHA**”), amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC; (ii) will not include any Substance of Very High Concern, as published by ECHA in October of 2008, and updated, present above a concentration equal to or greater than 0.1% weight over weight (w/w); and (iii) comply with all restrictions under Annex XVII of REACH.

3. Unfair Labor Practices. Supplier shall not engage, or be involved in any manner in, any (a) unethical or illegal business practices or unethical or illegal transactions with any person, including any such transactions related to the design, production or delivery of the Goods, or (b) unfair labor practices or violation of human rights. Supplier shall not engage in business with any country or person that supports terrorism or with which the United States government does not approve conducting business. Without limiting the foregoing, Supplier represents and warrants that neither Supplier, nor any person who owns a direct interest in Supplier, nor any of its subsidiaries, affiliates, directors, officers, agents, subcontractors or employees, is a terrorist, international narcotics trafficker, person engaged in the proliferation of weapons of mass destruction, or persons with whom ABL is prohibited from doing business under Laws administered by the Office of Foreign Assets Control (OFAC) of the United States Treasury Department; and Supplier further represents and covenants that the Goods sold to ABL will not be the property of any such person. ABL, directly or through an independent agent, shall have the right to engage in reasonable inspections of each manufacturing facility in which the Goods are made by or for Supplier, without notice to Supplier, to ascertain Supplier’s compliance with this Section.

4. Foreign Corrupt Practices Act. **[NOT APPLICABLE IF ALL OF THE FOLLOWING ARE SATISFIED: (1) SUPPLIER IS A U.S. ENTITY; (2) NONE OF THE GOODS ORIGINATE FROM OR ARE MANUFACTURED OUTSIDE OF THE U.S.; AND (3) NONE OF THE GOODS WILL BE SHIPPED TO ABL LOCATIONS OUTSIDE OF THE U.S.]** Supplier hereby acknowledges that it understands that the provisions of the United States Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable Laws prohibit ABL or any affiliate of ABL, including any officer, director, employee or agent of ABL (including Supplier) acting on behalf of ABL, to offer, pay, promise to pay, or authorize the payment of money or offer, give, promise to give or authorize the giving of anything of value (hereinafter referred to collectively as a “**Prohibited Payment**”) to:

- (i) any government or quasi-governmental official;

- (ii) any political party or official thereof or any candidate for political office; or
- (iii) any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the persons or entities described in the foregoing clauses (i) or (ii)

(the persons and entities described in the foregoing clauses (i), (ii) and (iii) are collectively referred to as the “**Prohibited Group**”), for the purposes of:

- (A) influencing or inducing any act or decision of such person or inducing such person to do or omit to do any act in violation of the lawful duty of such person;
- (B) inducing such person to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to assist ABL in obtaining or retaining business for or with or directing business to any person or entity; or
- (C) any other improper purpose

(the activities described in the foregoing clauses (A), (B) and (C) are collectively referred to as “**Prohibited Purposes**”). Supplier shall not make a Prohibited Payment to any member of the Prohibited Group for a Prohibited Purpose on behalf of ABL or any affiliate of ABL. Supplier represents that no member of the Prohibited Group has any direct or indirect ownership or investment interest in the revenues or profits of Supplier except as has been fully disclosed to ABL in writing. Supplier affirms that ABL shall have the right, at ABL’s own cost, to audit Supplier’s books and records, as warranted, to ensure Supplier’s compliance with this provision. In the event of any breach by Supplier of any of its representations, warranties or covenants contained in this provision, ABL may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by Law, immediately terminate its supply arrangements with Supplier.

5. Global Trade Compliance. [NOT APPLICABLE IF ALL OF THE FOLLOWING ARE SATISFIED: (1) SUPPLIER IS A U.S. ENTITY; (2) NONE OF THE GOODS ORIGINATE FROM OR ARE MANUFACTURED OUTSIDE OF THE U.S.; AND (3) NONE OF THE GOODS WILL BE SHIPPED TO ABL LOCATIONS OUTSIDE OF THE U.S.]

(a) All shipments shall be properly documented by Supplier and, if applicable, Supplier shall provide all information required for the import/export of the Goods, including any information (i) required by ABL’s freight forwarder to prepare the necessary shipping documents, or (ii) required by ABL’s customs broker in order for it to be able to transmit all required data to US Customs and Border Protection prior to the Goods being loaded onto any vessel. Supplier shall provide to ABL (A) accurate country of origin information and state the accurate country of origin on invoices, packing lists and/or other shipping documentation; and (B) a complete, accurate, and detailed description of Goods in order for ABL and the applicable customs authorities to accurately determine the harmonized tariff schedule (HTS) classification number that should be used to clear the Goods through customs (imports/exports). Supplier shall provide accurate information, certifications (e.g., NAFTA Certificates of Origin), affidavits or other documentation required by ABL to substantiate to the applicable customs authorities a preferential tariff treatment or special duty provision. Supplier must maintain documentation that proves the Goods qualify for any applicable special duty provision. Supplier shall mark the legal country of origin name(s) on Goods, retail carton(s) (if applicable) and/or outer packaging. Supplier shall ensure that country of origin name(s) are conspicuous, permanent, and clear. If there is additional location information on the Goods, retail carton(s) (if applicable) or packaging, such as additional foreign country names or localities, or U.S. names, localities, and/or addresses, that could be misleading, the phrase “Made in (name of country)” or other words of similar meaning must be shown in close proximity to and in the same or larger font size than the misleading words that might confuse the ultimate consumer as to the actual country of origin.

(b) To the extent applicable to any shipment of Goods to ABL or ABL’s designee, all drawback of duties, and rights thereto, related to duties paid by Supplier or ABL when the Goods are imported will accrue to the exclusive benefit of ABL. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier will provide ABL with all documents, records and other supporting information necessary to obtain duty drawback and will reasonably cooperate with ABL to obtain payment.

(c) Supplier shall ensure that all costs negotiated with ABL that apply to any imported Goods and are part of the legal value for customs are shown on the commercial invoices used for the imported Goods and for customs clearances. If ABL provides an assist (as such term is defined in 19 U.S.C. § 1401a.) or additional payment(s) to the Supplier, directly or indirectly, Supplier shall ensure that the details of the assist or additional payment(s) are communicated timely to ABL’s Global Trade Compliance Department and accurately shown on documentation prepared for customs clearances.

(d) Supplier shall comply with all United States and/or other national or international Laws controlling the export and re-export of technical data and products that may be applicable to the sale of Goods to ABL.

(e) Supplier shall advise ABL if Supplier’s or a third party’s trademark, patent, or copyright applies to any imported Goods. Supplier shall provide ABL with a letter of authorization signed by the owner of the trademark, patent, or copyright giving permission or authorization to ABL to import the Good(s). If Supplier does not own the trademark, patent, or copyright, Supplier shall obtain such a letter from the owner of such trademark, patent, or copyright. If ABL prefers, ABL may elect to obtain the letter of authorization directly from the owner of the trademark, patent, or copyright.

(f) Supplier shall ensure that the quantities actually shipped to ABL are the quantities shown on documentation provided for customs clearances and for payments by ABL.

6. Supply Chain Security Requirements. [NOT APPLICABLE IF BOTH OF THE FOLLOWING ARE SATISFIED: (1) SUPPLIER IS A U.S. ENTITY; AND (2) NONE OF THE GOODS ORIGINATE FROM OR ARE MANUFACTURED OUTSIDE OF THE U.S.]

(a) Supplier must be (i) Customs-Trade Partnership Against Terrorism (C-TPAT) certified by U.S. Customs and Border Protection, (ii) a certified member of a supply chain security initiative listed in (c) below, or (iii) compliant with the C-TPAT Security Criteria for Foreign Suppliers, a copy of which is available from ABL by request.

(b) If Supplier is C-TPAT certified, Supplier must send ABL a request to monitor Supplier's certification via Supplier's C-TPAT Portal account.

(c) If Supplier is certified in any supply chain security initiatives listed below (check all that apply), Supplier must send ABL proof of certification.

- ☐ Partners in Protection (PIP) – Canada
- ☐ Authorised Economic Operator (AEO) – European Union
- ☐ Authorized Economic Operator (AEO) – Israel
- ☐ Authorized Economic Operator (AEO) – Japan
- ☐ Golden List – Jordan
- ☐ Authorized Economic Operator (AEO) – Korea
- ☐ Nuevo Esquema de Empresas Certificadas (NEEC) – Mexico
- ☐ Secure Exports Scheme (SES) – New Zealand
- ☐ Secure Trade Partnership (STP) – Singapore
- ☐ Authorized Economic Operator (AEO) – Taiwan

Note: For Authorized Economic Operators in the European Union, ABL will accept only the following certificate types (i) AEOF – Customs Simplifications/Security and Safety and (ii) AEOS – Security and Safety.

(d) If Supplier is not C-TPAT certified or certified in any of the supply chain security initiatives listed in (c) above, ABL is required by U.S. Customs and Border Protection to request that Supplier read, sign and return to ABL the C-TPAT Security Criteria for Foreign Suppliers and complete and return to ABL the C-TPAT Security Questionnaire – Foreign Suppliers. Both of these documents are available from ABL by request. Supplier shall allow an ABL designated third party to audit Supplier's compliance with the C-TPAT Security Criteria for Foreign Suppliers.

7. Confidential Information.

(a) Definitions. Supplier acknowledges that it may be necessary or desirable for ABL to disclose to Supplier information, which is proprietary to ABL. As used in this Compliance Agreement and Certification, the term "**Confidential Information**" means all information, whether or not reduced to writing, related to the potential business relationship or to the business of ABL or its Affiliates (as defined below) that (i) is disclosed by ABL or its Representatives (as defined below) to Supplier or observed by Supplier on ABL's premises, and (ii) is identified as confidential or with other similar designation(s) by ABL, or would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes, but is not limited to, data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of ABL or its Affiliates. Confidential Information also includes information disclosed by a third party that otherwise meets the foregoing definition. An "**Affiliate**" means any legal entity that one of the parties to this Compliance Agreement and Certification owns, owns one of the parties or that is under common control with one of the parties. "**Control**" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) Exclusions. For purposes of this Compliance Agreement and Certification, the term "Confidential Information" does not include any data or information which: (i) Supplier can establish was already known by Supplier at the time of disclosure hereunder by ABL; (ii) is or becomes generally known to the public other than as a result of a disclosure by Supplier; (iii) is received by Supplier from a third party, without restriction on disclosure, and without breaching any obligation of confidentiality about which Supplier knew or should have known; or (iv) is independently developed by Supplier without use or reliance on, directly or indirectly, of Confidential Information received from ABL, as demonstrated from the written records of Supplier.

(c) Confidentiality and Non-Use of Confidential Information. Supplier and its Representatives (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of ABL, and (ii) must not use the Confidential Information of ABL except to further the supply of Goods to ABL or as otherwise specifically authorized in writing by ABL. Under no circumstances, except as expressly set forth below, shall Supplier reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information of ABL to any person or entity outside of this Compliance Agreement and Certification without the consent of

ABL. Supplier understands that in addition to its obligations to ABL under this Compliance Agreement and Certification, it may not use any Confidential Information of ABL in violation of any federal or state securities laws governing insider trading. Supplier understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

(d) Permitted Disclosures. Disclosures of ABL's Confidential Information may only be made to those Affiliates, employees, agents, advisors or independent contractors of Supplier who are directly involved in performing or evaluating the supply of Goods to ABL, and who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Compliance Agreement and Certification (collectively, "**Representatives**"). Supplier agrees to instruct each of its Representatives to maintain the confidentiality of all of the Confidential Information, and shall be liable for any unauthorized disclosures of Confidential Information by Supplier's Representatives. Supplier shall not directly or indirectly contact, or discuss the relationship between Supplier and ABL, with any person who is not a designated Representative of Supplier.

(e) Mandatory Disclosure. If Confidential Information is required to be produced by law, court order or governmental authority, Supplier must promptly notify ABL of that obligation. Supplier shall not produce or disclose any such Confidential Information until ABL has (i) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of Supplier at ABL's expense) and the request has been denied, (ii) consented in writing to the production or disclosure of such Confidential Information, or (iii) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from Supplier of the obligation to produce or disclose. Notwithstanding the foregoing, Supplier shall only disclose such portion of ABL's Confidential Information which Supplier is advised by counsel is required for Supplier to comply with law.

(f) Return of Materials. Within ten (10) days following Supplier's receipt of a written request from ABL, Supplier must (i) deliver to ABL all tangible materials containing or embodying the Confidential Information; and (ii) purge all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of Supplier's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to ABL in writing. Notwithstanding the foregoing delivery requirement, Supplier may destroy any notes, analyses or reports generated by Supplier to the extent any such notes, analyses or reports contain Confidential Information, and Supplier shall certify such destruction within such ten (10) day period.

(g) Rights and Ownership. Supplier acknowledges and agrees that any Confidential Information is the sole and exclusive property of ABL (or a third party providing such information to Supplier). Except as expressly herein provided, this Compliance Agreement and Certification shall not be construed as granting or conferring to Supplier, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of ABL or its Affiliates, including any intellectual property rights. This Compliance Agreement and Certification shall also not create any exclusive business relationship or other rights or obligations between the parties, nor require the parties to enter into any other definitive business agreement.

(h) Competitive Information. Each of the parties acknowledges and understands that the other party may now market or have under development products or services which are competitive with products or services now offered or which may be offered by the other party, and, except as expressly set forth in this Compliance Agreement and Certification, the parties' communications hereunder will not serve to impair the right of either party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other party, nor require either party to disclose any planning or other information to the other party.

(i) Duration. This Compliance Agreement and Certification shall govern Confidential Information disclosed during the period commencing on the date of this Compliance Agreement and Certification, continuing for so long as Supplier supplies Goods to ABL, and expiring two (2) years from the date Supplier no longer provides any Goods to ABL; provided, however, that Supplier's duty to protect Confidential Information shall continue (i) with respect to Confidential Information which qualifies as a trade secret under applicable law, at all such times thereafter as it so qualifies, and (ii) with respect to all other Confidential Information, for a period of two (2) years after the date of disclosure of such information.

8. ABL Conduct. Supplier is encouraged to report any improper conduct of ABL, its employees or agents. Such conduct includes, but is not limited to, environmental or safety violations, discrimination or harassment, bribes, kickbacks or improper gifts. Reports may be made on a confidential basis by calling 1-800-241-5689 in the U.S., 001-866-396-4241 in Mexico, or calling collect to 770-810-1134 outside of the U.S or Mexico.

IN WITNESS WHEREOF, Supplier certifies that the foregoing information is accurate and complete and will supplement and update this information as required to maintain its accuracy and completeness.

BY:

Signature/Title

Date

Supplier Name