FILED
IN OPEN COURT
DEC - 2 2022
CLERK U.S. DISTRICT COURT
ALEXANDRIA, VIRGINIA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	Case No. 1:22-CR-220
	)	
ABB LTD.	)	Hon. Michael S. Nachmanoff
	)	
Defendant	)	

DEFERRED PROSECUTION AGREEMENT

Defendant ABB Ltd. (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the Eastern District of Virginia (together, the "Offices") enter into this deferred prosecution agreement (the "Agreement").

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Offices will file the attached four-count criminal Information in the United States District Court for the Eastern District of Virginia charging the Company with two counts of conspiracy to violate the Foreign Corrupt Practices Act ("FCPA"), in violation of Title 18, United States Code, Section 371, and two counts of violating the FCPA, in violation of Title 15, United States Code, Sections 78dd-1 and 78m. In so doing, the Company: (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any

charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of Virginia; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Offices agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company agrees not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Agreement is fully executed, or the Information is filed with the Court, whichever comes later, and ending three years from that date (the "Term"). The Company agrees, however, that, in the event the Offices determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the right of the Offices to proceed as provided in Paragraphs 15-19 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including a multi-year scheme to pay bribes benefitting a high-level official of Eskom, the state-owned and state-controlled energy company of South Africa;

b. the Company did not receive voluntary disclosure credit pursuant to the FCPA Corporate Enforcement Policy in the Department of Justice Manual § 9-47.120, or

pursuant to the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines"), because it did not voluntarily and timely disclose to the Offices the conduct described in the Statement of Facts; although the Company did not receive voluntary disclosure credit, the Offices, in evaluating the appropriate disposition of this matter—including the appropriate form of the resolution—considered evidence that, within a very short time of learning of the misconduct, the Company contacted the Fraud Section and scheduled a meeting to discuss matters under investigation by the Fraud Section and the Company. The Company did not specifically identify the South Africa misconduct in that meeting request, but it disclosed the South Africa misconduct during the scheduled meeting, subsequently presented evidence to the Offices that it intended to disclose the misconduct related to South Africa during the scheduled meeting and did not know of any imminent media reports when the meeting was scheduled. However, before the scheduled meeting occurred and prior to making any such disclosure to the Fraud Section, a media report was published related to the misconduct;

c. the Company received full credit for its extraordinary cooperation with the Offices' investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with the Offices and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received full credit for its cooperation pursuant to the FCPA Corporate Enforcement Policy, JM § 9-47.120, by, among other things: (i) promptly providing information obtained through its internal investigation, which allowed the Offices to preserve and obtain evidence as part of their own independent investigation; (ii) making regular and detailed factual presentations to the Offices; (iii) voluntarily making foreign-based employees available for interviews in the United States; (iv) producing relevant documents located outside

the United States to the Offices in ways that did not implicate foreign data privacy laws; and (v) collecting, analyzing, and organizing voluminous evidence and information that it provided to the Offices, including the translation of certain foreign language documents;

d. the Company engaged in extensive remedial measures, including hiring experienced compliance personnel and, following a root-cause analysis of the conduct described in the Statement of Facts, investing significant additional resources in compliance testing and monitoring throughout the organization; implementing targeted training programs, as well as on-site supplementary case-study sessions; conducting continuing monitoring and testing to assess engagement with new training measures; restructuring of reporting by internal project teams to ensure compliance oversight; and promptly disciplining employees involved in the misconduct;

e. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

f. based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Offices as set forth in Attachment D to this Agreement (Enhanced Corporate Compliance Reporting), the Offices determined that an independent compliance monitor is unnecessary;

g. the Company's criminal history, including (i) the Company's 2010 deferred prosecution agreement, accompanied by guilty pleas by U.S. and Jordan-based subsidiaries, for FCPA violations involving bribes and kickbacks to officials in Mexico and Iraq; (ii) guilty pleas in 2004 by U.S. and United Kingdom-based subsidiaries for FCPA violations

involving bribery of Nigerian officials; and (iii) a guilty plea in 2001 by an Italy-based subsidiary to a bid-rigging conspiracy involving a construction contract in Egypt; as well as the Company's resolution of administrative actions with European and Brazilian competition authorities in 2013 and 2014;

h. the Company's agreement to resolve concurrently a separate investigation by the United States Securities and Exchange Commission ("SEC") relating to the conduct described in the Statement of Facts and its agreement to pay $75,000,000 in civil monetary penalties; and the Company's agreement to resolve additional separate investigations by authorities in South Africa and Switzerland, and its anticipated resolution with authorities in Germany, related to the conduct described in the Statement of Facts, which resolutions the Offices are crediting in connection with the criminal penalty specified in this Agreement;

i. the Company's agreement to continue to cooperate with the Offices in any ongoing investigation of the conduct of the Company, its subsidiaries and affiliates and its officers, directors, employees, agents, business partners, distributors, and consultants relating to violations of the FCPA and other applicable anti-corruption laws;

j. accordingly, after considering (a) through (i) above, the Offices believe that the appropriate resolution in this case is a deferred prosecution agreement with the Company; a criminal monetary penalty of $315,000,000, which reflects an aggregate discount of 25 percent off the mid-point between the middle and the high end of the otherwise-applicable United States Sentencing Guidelines fine range, as a result of the Company's prior criminal history; and guilty pleas by ABB South Africa (Pty) Ltd. and ABB Management Services Ltd.

Ongoing Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Offices at any time during the Term, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term specified in Paragraph 3. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, or any of its subsidiaries or affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Offices during the Term. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, including data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Offices a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such an assertion. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company represents that it has truthfully disclosed all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct

described in this Agreement and the Statement of Facts, as well as any other conduct under investigation by the Offices at any time about which the Company has any knowledge. The Company further agrees that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants about which the Company shall gain any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company, including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Offices, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Offices.

Payment of Monetary Penalty

7. The Offices and the Company agree that application of the Sentencing Guidelines to determine the applicable fine range yields the following analysis:

a. The November 1, 2021 Sentencing Guidelines are applicable to this matter.

b. Offense Level. Based on U.S.S.G. § 2C1.1, the total offense level is 42, calculated as follows:

(a)(2)	Base offense level	12
(b)(1)	More than one bribe	+2
(b)(2)	Value of benefit received more than $65,000,000	+24
(b)(3)	Involvement of high-level official	+4
TOTAL		42

c. Base Fine. Based upon U.S.S.G. § 8C2.4(d), the base fine is $150,000,000 (the fine indicated in the Offense Level Fine Table);

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 8, calculated as follows:

(a)	Base culpability score	5
(b)(3)(B)(i)	200 or more employees and high-level personnel	+3
(c)(2)(B)	Prior history	+2
(g)(2)	Cooperation and acceptance of responsibility	-2
TOTAL		8

e. Calculation of Fine Range.

Base fine	$150,000,000
Multipliers	1.6 (min) / 3.2 (max)
Fine range	$240,000,000 (min) / $480,000,000 (max)

The Company agrees to pay a total monetary penalty in the amount of $315,000,000 (the "Total Criminal Penalty"). This reflects a 25 percent discount off the mid-point between the middle and the high end of the otherwise-applicable Sentencing Guidelines fine range, to reflect the Company's prior criminal history. The Company and the Offices agree that the Company will pay the United States Treasury $72,500,000—of which $500,000 will be paid as a criminal fine by ABB South Africa (Pty) Ltd. and $500,000 will be paid as a criminal fine by ABB Management Services Ltd.—within ten (10) business days from the sentencing by the Court of

ABB South Africa (Pty) Ltd. and ABB Management Services Ltd., pursuant to their plea agreements entered into simultaneously herewith. The Offices agree to credit toward satisfaction of payment of the Total Criminal Penalty as follows:

(i) The Offices agree to credit toward satisfaction of payment of the Total Criminal Penalty the amount the Company pays to South African authorities, up to a maximum of $157,500,000, equal to approximately 50 percent of the Total Criminal Penalty, so long as the Company pays such amount to South Africa pursuant to ABB South Africa (Pty) Ltd.'s separate resolution with South African authorities concerning the same underlying conduct described in the Statement of Facts.

(ii) The Offices agree to credit toward satisfaction of payment of the Total Criminal Penalty the amount the Company pays to Swiss authorities, up to a maximum of $11,000,000, so long as the Company pays such amount to Switzerland pursuant to ABB Management Services Ltd.'s separate resolution with Swiss authorities concerning the same underlying conduct described in the Statement of Facts.

(iii) The Offices agree to credit toward satisfaction of payment of the Total Criminal Penalty the amount the Company pays to German authorities, up to a maximum of $11,000,000, so long as the Company pays such amount to Germany pursuant to an anticipated separate resolution with German authorities concerning the same underlying conduct described in the Statement of Facts. In the event the Company does not pay Germany any part of the $11,000,000 within

12 months after the Agreement is fully executed, the Company will be required to pay the full remaining amount to the United States Treasury on or before December 2, 2023.

(iv) The Offices agree to credit toward satisfaction of payment of the Total Criminal Penalty the amount the Company pays in civil penalties to the SEC, up to a maximum of $63,000,000, equal to approximately 20 percent of the Total Criminal Penalty, so long as the Company pays such amount to the SEC pursuant to the Company's separate resolution with the SEC concerning the same underlying conduct described in the Statement of Facts.

The Company and the Offices agree that the Total Criminal Penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Offices that the Total Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Offices are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Offices agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Penalty. The Company shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source with regard to the penalty amounts that the Company pays pursuant to this Agreement or any

other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the attached Statement of Facts.

Conditional Release from Liability

8. Subject to Paragraphs 15-19, the Offices agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company relating to any of the conduct described in the attached Statement of Facts or the criminal Information filed pursuant to this Agreement. The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

Corporate Compliance Program

9. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

10. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to adopt a new compliance program, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

11. The Company agrees that it will report to the Offices annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

12. Thirty (30) days prior to the expiration of the Term, the Company, by the Chief Executive Officer and Chief Compliance Officer, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement.

Deferred Prosecution

13. In consideration of the undertakings agreed to by the Company herein, the Offices agree that any prosecution of the Company for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

14. The Offices further agree that if the Company fully complies with all of its obligations under this Agreement, the Offices will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six (6) months after the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the attached Statement of Facts. If, however, the Offices determine during this six-month period that the Company breached the Agreement during the Term, as described in Paragraph 15, the Offices' ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 15 to 19, remains in full effect.

Breach of the Agreement

15. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to

implement a compliance program as set forth in Paragraphs 9 and 10 of this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Offices in the U.S. District Court for the Eastern District of Virginia or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the sole discretion of the Offices. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one (1) year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five (5) years, and that

this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

16. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Offices shall consider in determining whether to pursue prosecution of the Company.

17. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the

Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.

18. The Company acknowledges that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

19. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Offices in the form of executing the document attached as Attachment E to this Agreement that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

20. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change

in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to Paragraphs 15-19 of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.

Public Statements by Company

21. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Statement of

Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 15-19 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Offices shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

22. The Company agrees that if it or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

23. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Offices are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

24. This Agreement is binding on the Company and the Offices, but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. If the Court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

25. Any notice to the Offices under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or

certified mail, addressed to: Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005 and Chief, Financial Crimes and Public Corruption Unit, United States Attorney's Office for the Eastern District of Virginia, 2100 Jamieson Avenue, Alexandria, VA 22314. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to Robert D. Luskin and John S. Darden, Paul Hastings LLP, 2050 M Street NW, Washington, DC 20036. Notice shall be effective upon actual receipt by the Fraud Section or the Company.

Complete Agreement

26. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company and a duly authorized representative of the Company.

AGREED:

FOR ABB LTD.:

Date: 2 Dec. 2022

Andrea Antonelli
General Counsel and Company Secretary
ABB Ltd.

Date: 2 Dec. 2022

Natalia Shehadeh
Chief Integrity Officer
ABB Ltd.

Date: 12/2/2022

Robert D. Luskin
John S. Darden
Paul Hastings LLP

FOR THE DEPARTMENT OF JUSTICE:

JESSICA D. ABER
United States Attorney
Eastern District of Virginia

Heidi B. Gesch, Assistant U.S. Attorney

GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

William E. Schurmann, Trial Attorney
Jonathan P. Robell, Assistant Deputy Chief

Date: 12/2/2022

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for ABB Ltd. (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the General Counsel and Company Secretary for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 2 Dec. 2022

ABB LTD.

Andrea Antonelli
General Counsel and Company Secretary
ABB Ltd.

Natalia Shehadeh
Chief Integrity Officer
ABB Ltd.

CERTIFICATE OF COUNSEL

I am counsel for ABB Ltd. (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the General Counsel and Company Secretary of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 12/2/2022

By: _____

Robert D. Luskin
John S. Darden
Paul Hastings LLP
Counsel for ABB Ltd.

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of Virginia (together, the "Offices") and ABB Ltd. ("ABB" or the "Company"), as well as the plea agreements between ABB Management Services Ltd. ("ABB Management Services") and ABB South Africa (Pty) Ltd. ("ABB South Africa") and the Offices. Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to ABB. ABB hereby agrees and stipulates that the following information is true and accurate. ABB admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the United States pursue the prosecution that is deferred by this Agreement, ABB agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place during the relevant time period and establish beyond a reasonable doubt the charges set forth in the criminal Information attached to the Agreement:

Relevant Entities and Individuals

1. ABB was a company with core businesses focused on electrification, automation, motion, and robotics technologies, organized under the laws of Switzerland and headquartered in Switzerland. ABB had subsidiaries in multiple countries around the world, including in South Africa, Germany, Italy, and the United States. ABB had a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (Title 15, United States Code, Section 78*l*) and was required to file periodic reports with the U.S. Securities and Exchange Commission

("SEC"). Accordingly, during the relevant time period, ABB was an "issuer" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1.

2. ABB Management Services was a wholly owned and controlled subsidiary of ABB, located in Zurich, Switzerland, that provided internal management services to local ABB operating entities. ABB Management Services was an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

3. ABB South Africa was a majority-owned and wholly controlled subsidiary of ABB, located in Longmeadow, South Africa. ABB South Africa was an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. ABB AG ("ABB Germany") was a wholly owned and controlled subsidiary of ABB, located in Mannheim, Germany. ABB Germany was an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. "ABB Manager 1," a German citizen whose identity is known to the United States and the Company, was an employee of ABB Germany and an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. "ABB Manager 2," a German citizen whose identity is known to the United States and the Company, was an employee of ABB Management Services and an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

7. "ABB Manager 3," a German citizen whose identity is known to the United States and the Company, was an employee of ABB Germany and ABB South Africa, and an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

8. "ABB Manager 4," a German citizen whose identity is known to the United States and the Company, was an employee of ABB Management Services and an agent of an issuer, ABB, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

9. Eskom Holdings Limited ("Eskom") was a South African state-owned and state-controlled energy company headquartered in Sunninghill, South Africa, that operated to generate and transmit electricity in South Africa. The South African government was the sole owner of Eskom shares. Eskom was controlled by the government of South Africa and performed functions that South Africa treated as its own. Eskom was an "instrumentality" of a foreign government, and Eskom's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

10. "South African Official," a South African citizen whose identity is known to the United States and the Company, was a high-ranking executive of Eskom. South African Official was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

11. "Subcontractor 1," an entity the identity of which is known to the United States and the Company, was a South African company owned by Subcontractor 1 Executive.

12. "Subcontractor 1 Executive," a South African citizen whose identity is known to the United States and the Company, was an executive of Subcontractor 1.

13. "Subcontractor 2," an entity the identity of which is known to the United States and the Company, was a South African company 65 percent owned by a director of Subcontractor 2 and 35 percent owned by a South African trust entity, the identity of which is known to the United States and the Company.

Overview of the Scheme

14. In or about and between 2014 and 2017, ABB, through certain of its agents, knowingly and willfully conspired and agreed with others to corruptly provide payments and things of value to, and for the benefit of, a foreign official to influence acts and decisions of the foreign official in his or her official capacity, to induce the foreign official to improperly influence the decisions of Eskom, and to secure an improper advantage in order to obtain and retain business for ABB.

15. In furtherance of the scheme, ABB and its co-conspirators made bribe payments intended for the benefit of South African Official, funneled money to unqualified subcontractors that ABB understood to be providing benefits to South African Official, and inflated the cost of work to be performed by ABB for Eskom. ABB and its co-conspirators also produced false and misleading accounting documents and engaged in sham negotiations to reach pre-agreed prices on transactions in order to generate and conceal the funds used to provide benefits to South African Official. In carrying out the scheme, ABB and its co-conspirators used the means and instrumentalities of interstate commerce.

A. Hiring Subcontractor 1 to Help ABB Win the Kusile Contract

16. In or around June 2007, the South African government approved the construction of a large coal-fired power plant at Kusile, in Witbank, South Africa (the "Kusile Project"). Eskom awarded the first engineering contracts for the Kusile Project in or around February 2008.

17. In or around July 2013, ABB learned that Eskom was planning to cancel certain previously issued engineering contracts for control and instrumentation ("C&I") work on the Kusile Project and to consider other contractors. In or around March 2014, in an effort to win

the C&I contract and other Eskom projects, ABB created a "Capture Team" led by ABB Manager 1 and also including ABB Manager 2, ABB Manager 3, and ABB Manager 4.

18. In or around October 2014, ABB formed an internal consortium consisting of ABB South Africa, ABB Germany, and ABB's Italian subsidiary, with business oversight provided by ABB Management Services, to bid for the C&I contract and, if successful, to manage ABB's work on the Kusile Project. During the relevant period, and in connection with the conduct described herein, ABB Managers 1, 2, 3, and 4 acted on behalf of the internal consortium and managed its activities in South Africa.

19. ABB was aware that, pursuant to South Africa's Broad-based Black Economic Empowerment Act of 2003 and the South African government policies implementing it, and other subsequently promulgated policies, including the Supplier Development & Localization Plan (collectively, the "BEE program"), ABB's ability to obtain contracts with Eskom depended, in part, on the engagement of certain local South African subcontractors.

20. In or around April 2014, South African Official introduced ABB Manager 2 to Subcontractor 1 Executive, describing Subcontractor 1 Executive as a "friend" of South African Official, and stating that Subcontractor 1 ran a company that would be "interesting" for ABB to work with in South Africa. In response, ABB Manager 2 asked ABB Manager 3 and another ABB employee to investigate Subcontractor 1 as a partner, including its "political network," and to get Subcontractor 1's bank account information to establish Subcontractor 1 as an ABB subcontractor.

21. On or about June 3, 2014, when preparing to bid on the Kusile Project, ABB Manager 2 emailed ABB Manager 3, asking him about "local sponsors," which ABB Manager 2 described as "the ones who don't do anything for us but cash in because they are [members of a

South African political party] etc.?" The next day, on or about June 4, 2014, ABB Manager 3 invited Subcontractor 1 Executive to a meeting to discuss Subcontractor 1's potential work with ABB as a BEE partner.

22. Despite Subcontractor 1's poor technical qualifications and lack of experience, ABB accepted a proposal from Subcontractor 1 to become an ABB subcontractor in or around June 2014.

23. In or around October 2014, Subcontractor 1 submitted a proposal for subcontracting work on the Kusile Project to ABB, which increased ABB's costs on the Kusile Project by approximately 100 million South African rand, the equivalent of approximately $9 million at the time.

24. On or about October 15, 2014, ABB submitted its bid for the C&I contract, including an "early works" order for preparatory work. After learning that ABB's bid was approximately 500 million South African rand (the equivalent of approximately $45 million at the time) higher than the closest competing bid, ABB Manager 3 told ABB Manager 1 that Subcontractor 1 Executive should "prove he is worthwhile" to ABB.

25. On or about December 8, 2014, ABB Manager 1 received confidential, internal Eskom information from South African Official and Subcontractor 1 Executive regarding the process and schedule Eskom would follow in awarding the C&I contract, and included that information in a December 8, 2014 email to ABB Managers 2, 3, 4, and others.

26. In or around January 2015, while ABB was engaged in final negotiations with Eskom for award of the C&I contract, Subcontractor 1 Executive on multiple occasions provided ABB Manager 1 and ABB Manager 3 with confidential Eskom information to provide an improper advantage to ABB in obtaining the C&I contract. For example, Subcontractor 1

Executive sent an email to ABB Manager 3's personal email address, attaching a confidential memorandum from a law firm advising Eskom during the negotiations, reporting on the status of those negotiations and the parties' respective positions. To conceal the receipt of confidential Eskom information, ABB Manager 3 deleted the email received from Subcontractor 1 Executive. ABB also received confidential Eskom pricing information from Subcontractor 1 Executive during the contract negotiations

27. On or about February 24, 2015, the Eskom board approved ABB's selection for the C&I contract, and on or about March 10, 2015, Eskom announced that ABB had been awarded the C&I contract. The next day, on or about March 11, 2015, Eskom announced that certain top Eskom officials, including South African Official, had been suspended from their positions at Eskom. ABB learned that, notwithstanding the suspension of South African Official, the prior arrangements would continue to be honored, including the award of the C&I contract to ABB and the use of Subcontractor 1 as ABB's subcontractor, with the understanding that South African Official would receive a portion of the money paid by ABB to Subcontractor 1.

28. ABB and Eskom formally entered into the C&I contract on or about March 13, 2015.

29. On or about May 13, 2015, ABB South Africa entered into a subcontract with Subcontractor 1 to handle "site services skills development" and "industrialization" for the C&I contract. The agreement with Subcontractor 1 required ABB South Africa to advance 10 percent of the value of the subcontract to Subcontractor 1, upon completion of certain specified prerequisites. Despite the payment having not yet become due under the subcontract, ABB Manager 2 advised that making an advance payment quickly was "important for our relationship to No. 1," which was a reference to South African Official.

30. In response, ABB Manager 3 ensured that the advance payment—in the amount of approximately 9.6 million South African rand, the equivalent of approximately $798,000 at the time—was made to Subcontractor 1, while knowing that the funds were intended, at least in part, as a bribe for South African Official. ABB South Africa falsely recorded the payment in its books and records as an "advanced payment" for services to be performed by Subcontractor 1 under the subcontract when, in reality, a portion of the payment was intended to be used as a bribe for South African Official.

31. Following ABB's advance payment to Subcontractor 1, ABB learned of a dispute between Subcontractor 1 and South African Official, suggesting that the advance payment had not been delivered to South African Official, as ABB intended. In or around May 2015, ABB Manager 1 unsuccessfully attempted to mediate the dispute at a meeting of Subcontractor 1 Executive, South African Official, and ABB Manager 1.

32. Soon after entering into the subcontract with Subcontractor 1, ABB began to experience problems with Subcontractor 1's work, in part due to the inexperience of the personnel Subcontractor 1 provided for work on the Kusile Project.

B. Use of Variation Orders to Drive Work and Pay Money to Subcontractor 2

33. In or around July 2015, South African Official returned from suspension and resumed a senior position at Eskom with authority and influence over the Kusile project.

34. Shortly thereafter, in or around October 2015, ABB Manager 1 instructed ABB Manager 3 to contact Subcontractor 2 so that ABB could establish Subcontractor 2 as an ABB subcontractor for the Kusile Project.

35. Between in or about November 2015 and in or about February 2016, ABB Manager 3 and ABB Manager 4 sought to onboard Subcontractor 2 as an approved ABB

subcontractor, requiring Subcontractor 2 to undergo ABB's due diligence process. Subcontractor 2 failed multiple aspects of ABB's routine due diligence, raising questions among ABB personnel based in South Africa and the United States about Subcontractor 2's qualifications and financial stability.

36. On or about February 2, 2016, ABB Manager 3 emailed an ABB South Africa project manager and multiple other ABB personnel, directing that Subcontractor 2 be established as an approved subcontractor "as fast as possible." This required ABB procurement and compliance-related employees in the United States to draft a waiver of ABB's standard subcontractor qualification requirements. On or about February 15, 2016, ABB Manager 4 emailed comments on the waiver to other ABB personnel in an effort to have Subcontractor 2 approved as an ABB subcontractor. On or about February 16, 2016, ABB Manager 4's comments were forwarded by email to ABB personnel in the United States for additional follow-up and approval.

37. Despite concerns about Subcontractor 2's qualifications, ABB subsequently granted the requested waiver with respect to Subcontractor 2 premised on Subcontractor 2 working through other subcontractors who were qualified for the job.

38. In furtherance of the scheme, ABB Manager 1 and South African Official agreed to inflate the cost of ABB's work on the Kusile Project via contract "variation orders." The scheme worked as follows:

a. At South African Official's direction, Eskom proposed a variation order for the Kusile Project.

b. Prior to ABB South Africa quoting a price for the variation order, ABB Manager 1 agreed with South African Official on a target price for the variation order.

As a precondition to winning the variation order contract, South African Official required ABB South Africa to agree to hire Subcontractor 2.

c. To conceal the scheme, ABB and Eskom engaged in sham negotiations, the result of which was a contract for the variation order at or near the target price upon which ABB Manager 1 and South African Official had previously agreed.

d. As required by South African Official, ABB South Africa employed Subcontractor 2 for its work on each variation order.

e. Payments to Subcontractor 2 were intended, at least in part, to ultimately benefit South African Official (including via South African Official's close relative, who served as a director of Subcontractor 2 and also held an ownership interest in Subcontractor 2 through a trust soon after ABB engaged Subcontractor 2 to work on the Kusile Project).

39. ABB South Africa carried out four variation orders on the Kusile Project: a variation order to accelerate ABB's work on Unit 1 of the Kusile Project (the "Unit 1 acceleration variation order") and three additional variation orders focusing on multiple aspects of work at the Kusile Project.

40. In connection with the Unit 1 acceleration variation order, ABB approved a payment by ABB South Africa in or around March 2016 to Subcontractor 2 of approximately 11.6 million South African rand, the equivalent of approximately $754,000 at the time. ABB South Africa falsely recorded the payment in its books and records as a payment for "work done" by Subcontractor 2 under the subcontract when, in reality, a portion of the payment was intended to be used as a bribe for the benefit of South African Official.

41. On or about March 8, 2016, Eskom approved the Unit 1 acceleration variation order for approximately 249 million South African rand, the equivalent of approximately $12.5 million at the time, just below the target price ABB had agreed upon with South African Official. The Unit 1 acceleration variation order specifically required ABB to hire Subcontractor 2.

42. ABB South Africa entered into three other variation orders with Eskom, which were valued at approximately 769 million South African rand, the equivalent of approximately $44 million at the time. After entering into these variation orders, on or about March 3, 2017, ABB Manager 1 explained to another ABB employee that ABB Manager 1 and South African Official pre-agreed on prices before any official variation order negotiations occurred, and that the prices reflected what Eskom was willing to pay. ABB Manager 1 further explained that ABB could secure additional, potentially lucrative contracts with Eskom provided that ABB worked with Eskom's "preferred supplier," Subcontractor 2.

False Books and Records

43. In connection with the scheme detailed above to pay bribes to a foreign official in South Africa, and in order to conceal the corrupt payments, between in or about 2014 and 2017, ABB, acting through its employees and agents, knowingly and willfully conspired and agreed with others to maintain false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of its assets.

44. ABB, as an issuer of securities, was required to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflected the transactions and dispositions of its assets. 15 U.S.C. § 78m(b)(2). ABB South Africa's books, records, and accounts were consolidated into ABB's financial statements, including the financial statements ABB filed with the SEC. ABB, through ABB Managers 1, 2, 3, and 4 and others, knowingly and

willfully conspired and agreed with others to falsely record in the Company's internal accounting records payment of invoices from Subcontractor 1 and Subcontractor 2, which did not reflect ABB's knowledge that portions of ABB South Africa's payments to Subcontractor 1 and Subcontractor 2 were intended as bribes for the benefit of South African Official. By recording these payments as legitimate expenses, ABB concealed the true nature of these payments and maintained false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of its assets.

45. On or about February 25, 2016, ABB filed Form 20-F with the SEC for the fiscal year ending December 31, 2015. This filing included ABB's consolidated financial statements, which incorporated the accounts of ABB and its subsidiaries, including ABB South Africa. The consolidated financial statements in ABB's filing falsely included as a legitimate business expense for products and services ABB South Africa's corrupt "advanced payment" to Subcontractor 1.

46. On or about March 10, 2017, ABB filed Form 20-F with the SEC for the fiscal year ending on December 31, 2016. This filing included ABB's consolidated financial statements, which incorporated the accounts of ABB and its subsidiaries, including ABB South Africa. The consolidated financial statements in ABB's filing falsely included as a legitimate business expense for products and services ABB South Africa's corrupt variation order payments to Subcontractor 2.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, ABB Ltd. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of Virginia (together, the "Offices") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Company's General Counsel and Company Secretary, Andrea Antonelli, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the United States Sentencing Guidelines provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the four-count Information charging the Company with violation of Title 18, United States Code, Section 371 and violation of Title 15, United States Code, Sections 78dd-1 and 78m; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Offices; and (c) agrees to accept a monetary penalty against the Company totaling $315,000,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of

Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of Virginia; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The General Counsel and Company Secretary, Andrea Antonelli, and the Company's Chief Integrity Officer, Natalia Shehadeh, are hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel and Company Secretary of the Company, Andrea Antonelli, and the Company's Chief Integrity Officer, Natalia Shehadeh, may approve;

4. The General Counsel and Company Secretary of the Company, Andrea Antonelli, and the Company's Chief Integrity Officer, Natalia Shehadeh, are hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the General Counsel and Company Secretary of the Company, Andrea Antonelli, and the Company's Chief Integrity Officer, Natalia Shehadeh, which actions would have been authorized by the foregoing resolutions except

resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 2 Dec. 2022 By: _____

Andrea Antonelli
General Counsel and Company Secretary
ABB Ltd.

Date: 2 Dec. 2022 By: _____

Natalia Shehadeh
Chief Integrity Officer
ABB Ltd.

ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at
Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

The undersigned, being all members of the Board of Directors of ABB ("the Board"), hereby declare that when they have signed this circular resolution or a counterpart thereof, the following resolutions are consented to, approved of and adopted to the same extent and have the same force and effect as if adopted at a meeting of the Board duly called and held for the purposes of action upon proposals to adopt such resolutions. The Board resolves:

(i) to delegate to any two of the CEO (Bjorn Rosengren), the CFO (Timo Ihamuotila), the General Counsel (Andrea Antonelli) and the Chief Integrity Officer (Natalia Shehadeh) acting jointly, the authority to act on behalf of the Company, in connection with the settlement of the Kusile investigations with the United States Securities and Exchange Commission, the United States Department of Justice, the Office of the Attorney General of Switzerland, and the South African National Prosecution Authority (the "Authorities") and in their discretion, (i) to negotiate, approve, and make the offers of settlement of the Company to the Authorities, provided they are substantially in the form attached hereto, (ii) to finalize the written documents reflecting the agreed upon terms, (iii) to execute the written agreements, and (iv) to take any other procedurally necessary steps to finalize the settlements with the Authorities. Each of the above-named individuals is also authorized to appear in court or before any Authority on behalf of the Company to effectuate the foregoing.

This Circular Resolution has been signed effective as of November 22, 2022.

Peter R. Voser

Jacob Wallenberg

Gunnar Brock

David Constable

Frederico Curado

Lars Förberg

Jennifer Xin-Zhe Li

Geraldine Matchett

David Meline

Satish Pai

ABB Ltd

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Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

ABB Ltd

Circular Resolution of ABB Ltd. with its registered office at
Affolternstrasse 44 8050 Zurich Switzerland (ABB)

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This Circular Resolution has been signed effective as of November 22 2022

Peter R Voser

Jacob Wallenberg

Gunnar Brock

David Constable

Fredenco Curado

Lars Forberg

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David Meline

Satish Pai

ABB Ltd

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Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

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This Circular Resolution has been signed effective as of November __, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

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ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

The undersigned, being all members of the Board of Directors of ABB ("the Board"), hereby declare that when they have signed this circular resolution or a counterpart thereof, the following resolutions are consented to, approved of and adopted to the same extent and have the same force and effect as if adopted at a meeting of the Board duly called and held for the purposes of action upon proposals to adopt such resolutions. The Board resolves:

(i) to delegate to any two of the CEO (Bjorn Rosengren), the CFO (Timo Ihamuotila), the General Counsel (Andrea Antonelli) and the Chief Integrity Officer (Natalia Shehadeh) acting jointly, the authority to act on behalf of the Company, in connection with the settlement of the Kusile investigations with the United States Securities and Exchange Commission, the United States Department of Justice, the Office of the Attorney General of Switzerland, and the South African National Prosecution Authority (the "Authorities") and in their discretion, (i) to negotiate, approve, and make the offers of settlement of the Company to the Authorities, provided they are substantially in the form attached hereto, (ii) to finalize the written documents reflecting the agreed upon terms, (iii) to execute the written agreements, and (iv) to take any other procedurally necessary steps to finalize the settlements with the Authorities. Each of the above-named individuals is also authorized to appear in court or before any Authority on behalf of the Company to effectuate the foregoing.

This Circular Resolution has been signed effective as of November 27, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at
Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

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This Circular Resolution has been signed effective as of November 7, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at
Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

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This Circular Resolution has been signed effective as of November 22 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at
Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

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This Circular Resolution has been signed effective as of November 23, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at
Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

The undersigned, being all members of the Board of Directors of ABB ("the Board"), hereby declare that when they have signed this circular resolution or a counterpart thereof, the following resolutions are consented to, approved of and adopted to the same extent and have the same force and effect as if adopted at a meeting of the Board duly called and held for the purposes of action upon proposals to adopt such resolutions. The Board resolves:

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This Circular Resolution has been signed effective as of November __, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
Jennifer Xin-Zhe Li	Geraldine Matchett
David Meline	Satish Pai

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DD 1. ABBHO Circular for Kusile (US ZA and CH settlements)_R... 1 / 2
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ABB Ltd

Circular Resolution of ABB Ltd, with its registered office at Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB")

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This Circular Resolution has been signed effective as of November __, 2022.

Peter R. Voser	Jacob Wallenberg
Gunnar Brock	David Constable
Frederico Curado	Lars Förberg
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David Meline	Satish Pai

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, ABB Ltd. (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable anti-corruption laws (collectively, the "anti-corruption laws,"), which shall be memorialized in a written compliance policy or policies.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials,

industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Company will implement mechanisms designed to ensure that its Code of Conduct and anti-corruption compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (*e.g.*, internal

audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's Code of Conduct or anti-corruption compliance policies and procedures.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance policies and procedures.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its Code of Conduct and anti-corruption compliance policies and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by the anti-corruption laws, and of the Company's Code of Conduct and anti-corruption compliance policies and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Company's compliance policies and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. The Company will conduct periodic reviews and testing of its Code of Conduct and anti-corruption compliance policies and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT D

ENHANCED CORPORATE COMPLIANCE REPORTING

ABB Ltd. (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of Virginia (together, the "Offices") periodically.

During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review. The Company shall also, at no less than three-month intervals during the Term, meet with the Offices regarding remediation, implementation and testing of its compliance program and internal controls, policies, and procedures described in Attachment C.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the Foreign Corrupt Practices Act ("FCPA") and other applicable anti-corruption laws; (b) inspection and testing of the Company's systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and, comprehensive testing of the Company's compliance program.

Written Work Plans, Reviews and Reports

1. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

2. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Offices, prepare and submit a written work plan to address the Company's first review. The Offices shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

3. With respect to each follow-up review and report, after consultation with the Offices, the Company shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Offices shall provide comments within thirty (30) calendar days after receipt of the written work plan.

4. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

5. Any disputes between the Company and the Offices with respect to any written work plan shall be decided by the Offices in their sole discretion.

6. No later than one (1) year from the date this Agreement is executed, the Company shall submit to the Offices a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief – CECP Unit
Criminal Division, Fraud Section
United States Department of Justice
1400 New York Avenue NW
Washington, DC 20005

Chief, Financial Crimes and Public Corruption Unit
United States Attorney's Office
Eastern District of Virginia
2100 Jamieson Avenue
Alexandria, VA 22314

The Company may extend the time period for issuance of the first report with prior written approval of the Offices.

Follow-up Reviews and Reports

7. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Offices on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

8. The first follow-up ("second") review and report shall be completed by no later than one (1) year after the first report is submitted to the Offices.

9. The second follow-up ("third") report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term.

10. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Offices.

Meetings During the Term

11. The Company shall meet with the Offices within thirty (30) calendar days after providing each report to the Offices to discuss the report.

12. At least quarterly, and more frequently if the Offices deem it appropriate in its sole discretion, representatives from the Company and the Offices will meet to discuss the status

of the review and enhanced self-reporting obligations, and any suggestions, comments, or improvements the Company may wish to discuss with or propose to the Offices.

Confidentiality of Submissions

13. Submissions by the Company, including the work plans and reports, will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION – ABB LTD.

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief, FCPA Unit

United States Attorney's Office for the Eastern District of Virginia
Attention: Chief, Financial Crimes and Public Corruption Unit

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 19 of the deferred prosecution agreement ("the Agreement") filed on December 2, 2022 in the United States District Court for the Eastern District of Virginia, by and between the United States of America and ABB Ltd. (the "Company"), that the undersigned are aware of the Company's disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of Virginia (together, the "Offices") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of the Foreign Corrupt Practices Act's ("FCPA") anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 6 and the representations contained in this certification

constitute a significant and important component of the Agreement and the determination of the Offices of whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Eastern District of Virginia. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Eastern District of Virginia.

By: _____ Date: _____

Chief Executive Officer
ABB Ltd.

By: _____ Date: _____

Chief Financial Officer
ABB Ltd.

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief, FCPA Unit

United States Attorney's Office for the Eastern District of Virginia
Attention: Chief, Financial Crimes and Public Corruption Unit

Re: Deferred Prosecution Agreement Compliance Certification

The undersigned certify, pursuant to Paragraph 12 of the Deferred Prosecution Agreement filed on December 2, 2022 in the United States District Court for the Eastern District of Virginia by and between the United States of America and ABB Ltd. (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 9 and 10 of the Agreement, and that, based on a review of the Company's reports submitted to the Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of Virginia pursuant to Paragraph 12 of the Agreement, the reports are true, accurate, and complete as of the date they were submitted.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement, and that such compliance program has been implemented throughout its operations, including at ABB Management Services Ltd. and ABB South Africa (Pty) Ltd. The undersigned certify that such compliance program is reasonably designed to detect and prevent violations of the Foreign Corrupt Practices Act and other applicable anti-

corruption laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer of the Company and the Chief Integrity Officer of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Eastern District of Virginia. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Eastern District of Virginia.

Name (printed): _____ Date: _____

Name (signed): _____
Chief Executive Officer
ABB Ltd.

Name (printed): _____ Date: _____

Name (signed): _____
Chief Integrity Officer
ABB Ltd.