

SitusAMC Supplier Code of Conduct

Purpose

SitusAMC and its subsidiaries and affiliates (collectively, “SITUSAMC”) is committed to operating its business according to the highest principles of ethical and professional conduct, so as to create a long-term positive impact for our clients, employees, investors and society.

In order to run its business, SITUSAMC engages suppliers, consultants, agents, contractors, temporary workers and other third-party individuals or firms that have direct contracts with SITUSAMC to provide various products and services (together with their respective representatives, employees (including part-time and temporary staff, independent contractors and freelancers and subcontractors) collectively, “Suppliers” and/or “Supplier”).

As business partners, SITUSAMC views its Suppliers as an extension of SITUSAMC, and accordingly expects its Suppliers to demonstrate the highest standards of business conduct, integrity, and adherence to the law.

This Supplier Code of Conduct does not constitute an employment contract, and nothing herein is intended to create an policies and standards which such Supplier must comply with. In the event of any contradiction or inconsistency between this

employment relationship between Supplier and SITUSAMC.

Scope

This SITUSAMC Supplier Code of Conduct (“Supplier Code”) sets forth SITUSAMC’s general principles, standards, and requirements that all current and future Suppliers are required to be familiar and comply with, in accordance with all applicable international and local laws and regulations, as well as industry rules, and SITUSAMC guidelines and standards applicable to Supplier and the services it provides (collectively, “Laws”).

If any of the provisions of this Supplier Code differ from any Laws, SITUSAMC expects t h e Supplier to apply this Supplier Code within the framework of applicable Laws to the furthest extent legally possible. If any applicable Laws establish higher standards than those set forth in this Supplier Code, or if compliance with any provisions of this Supplier Code will result in a violation of any Laws, Suppliers must comply with those Laws as applicable.

This Supplier Code is not exhaustive, and the contracts entered into with each Supplier may also include additional

Supplier Code and a Supplier contract with SITUSAMC, the terms of the Supplier contract will prevail.

SITUSAMC requires its Suppliers to conduct their business activities with SITUSAMC in accordance with this Supplier Code and to implement and enforce internal policies and procedures in support of the SITUSAMC principles, standards, and requirements. If requested, Suppliers agree to provide SITUSAMC with information and data about their compliance with this Supplier Code.

SITUSAMC reserves the right to request information from Suppliers (including requiring Suppliers to respond to SITUSAMC's Supplier questionnaires) to ascertain Supplier's compliance with this Supplier Code before any sourcing activity takes place or any contract is signed.

Updates

This Supplier Code will be periodically updated and revised to reflect changes in laws and regulations, as well as SITUSAMC's policies and standards.

Compliance with this Supplier Code shall be each Supplier's responsibility.

Reporting and queries

Any violation by a Supplier of this Supplier Code must be reported to SITUSAMC immediately and should be remedied by the affected Supplier promptly.

Failure to do so may amount to a material default under an applicable agreement, and result in a review of SITUSAMC's contract(s) and relationship with the affected Supplier and/or termination for cause of the affected Supplier's engagement or contract(s) with SITUSAMC. However, any failure or delay by SITUSAMC to require strict performance and compliance with this Supplier Code shall not constitute a waiver of SITUSAMC's rights.

Should any Supplier wish to report a violation, they should contact their SITUSAMC Relationship Manager or Contract Manager

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Contracting with SITUSAMC

SITUSAMC expects current and future Suppliers to adhere to SITUSAMC's procurement and contracting rules and requirements, which are applicable prior to contract execution and continue throughout the entire contractual relationship, including offboarding.

Sourcing

A competitive bidding process is SITUSAMC's preferred method of sourcing. Prior to entering into an agreement with SITUSAMC to provide products or services, potential and onboarded Suppliers should be aware of certain requirements and/or expectations relating to our sourcing process, such as:

Acceptance and confirmation of this Supplier Code. SITUSAMC expects Suppliers to accept and confirm this Supplier Code followed by the SITUSAMC onboarding procedure before participating in any sourcing activities.

Risk management considerations.

SITUSAMC aims to procure products and utilize services from Suppliers that meet SITUSAMC and regulatory standards to manage risks (e.g. information security risk). Depending on the products and services provided by a Supplier to SITUSAMC, SITUSAMC may conduct additional risk assessments and require Suppliers to respond to related questionnaires and questions. These risk assessments are conducted in parallel to the onboarding processes and are to be completed before entering into an agreement. Furthermore, the risk assessments are repeated on a regular

basis throughout the agreement's lifecycle (depending on the product/ service).

Confidentiality. Suppliers shall keep information shared by SITUSAMC confidential within their respective organizations and on a need-to-know basis in order to propose a product or service to SITUSAMC.

Single point of contact. SITUSAMC expects Suppliers to provide a single point of contact in any proposal and SITUSAMC shall only work with the individual(s) designated as a point of contact.

“Commercial Proposal” shall mean any writing from the Supplier which, if accepted by SITUSAMC, could expand the Supplier’s commitment to SITUSAMC. Examples include (without limitation): offers for new products/and or services (i.e., draft engagement letters, supply orders or task orders), additional services under an existing agreement, the provisioning of additional staff, new timelines, or fee quotations.

“SITUSAMC Procurement” means SITUSAMC and its affiliates – Supply Chain and/or procurement representatives of SITUSAMC as communicated to the Supplier in this Supplier Code.

Management of ongoing contractual relationship

Upon entering into an agreement with SITUSAMC to provide products or services, onboarded Suppliers should be

aware of certain requirements and/or expectations, such as:

No product or service delivery in advance of required contract signatures and associated purchase documents. Suppliers agree that no products or services are to be delivered prior to a signed contract with SITUSAMC and/or required associated purchase documents (dependent on purchasing category and country – e.g., purchasing order) being issued in accordance with SITUSAMC’s policies and procedures. SITUSAMC shall not be commercially liable for products or services delivered in advance of signed contract and associated purchase documents.

Single point of contact. Suppliers shall provide SITUSAMC Supplier Relationship and Contract managers with a single point of contact as an account lead.

Supplier relationship and contract management. SITUSAMC expects Suppliers to work with SITUSAMC Supplier Relationship and Contract Managers on our supplier relationship and contract management activities, including attending and contributing to key operational and management and performance review meetings, at no additional charge. These meetings and activities are an integral part of SITUSAMC’s Third Party Risk Management program, a program which is critical for SITUSAMC to

comply with any regulatory requirements. Suppliers may also be requested to participate in cross-Supplier meetings if SITUSAMC deems necessary to address a SITUSAMC-specific business issue or opportunity.

Regulatory requirements or requests.

We expect our Suppliers to provide any information needed to meet any SITUSAMC regulatory requirements or requests as they pertain to the products or services being provided to SITUSAMC, at no additional charge.

Business integrity & ethics

SITUSAMC expects Suppliers to maintain the highest standards of integrity when conducting their business. This includes avoiding all forms of illegal activity, such as bribery, corruption and fraud, or from gaining improper advantages or preferential treatment from their relationships. Furthermore, SITUSAMC expects Suppliers to act responsibly in their own business and communities.

Anti-bribery & corruption

SITUSAMC does not tolerate any form of bribery in any business dealings.

SITUSAMC requires Suppliers to be familiar and comply with applicable anti-corruption laws and regulations, including the Foreign Corrupt Practices Act of 1977 (FCPA) and the UK Bribery Act 2010

(c. 23) (both as amended), as well as the applicable anti-bribery and corruption laws and regulations of all locations where they operate.

Suppliers must not directly or indirectly offer, promise, give or accept (a) a bribe or seek to extort a bribe either directly or indirectly from SITUSAMC, or (b) anything of value to obtain or retain business, secure any improper advantage, or favored treatment or to influence decisions or actions of any person or entity in the course of their business dealings with SITUSAMC.

Conflicts of interest

As a provider in the financial services industry, SITUSAMC is exposed to conflicts of interest that may arise from its day-to-day activities. Failures to identify, prevent, escalate, and manage potential, actual or perceived conflicts of interest appropriately could harm our clients, undermine the integrity and

efficiency of the financial market, cause SITUSAMC to breach legal and/or regulatory obligations, and harm SITUSAMC's reputation.

As such, SITUSAMC requires Suppliers to notify us promptly if there are or may be actual or potential conflicts of interest.

Dealings with public officials

SITUSAMC has strict policies around engaging with Public Officials (as defined below) and requires Suppliers to inform SITUSAMC if they are controlled directly or indirectly by a Public Official.

For the purposes of this Supplier Code, a **"Public Official"** shall mean any official, agent, employee, or representative of (or person acting in an official capacity of):

- a) a national, supranational, regional, or local government; an agency, department or instrumentality of a government;
- b) an entity with an aggregate 25% or more government ownership or control by one of the foregoing;
- c) a judicial body;
- d) a public international organization;
- e) a political party;
- f) any body that exercises regulatory authority over SITUSAMC; or

and includes candidates for public office or for political party positions, members of royal or ruling families, as well as (where known) immediate family members and close associates of all such persons.

Fraud

SITUSAMC believes that the actions of its Suppliers reflect its own actions and reputation, and expects its Suppliers to conduct their business with strong values and lawful practices.

If, during a Supplier's engagement or contract with SITUSAMC, SITUSAMC becomes aware that such Supplier, or a person who is or was a member of such Supplier's Board of Directors or executive committee

- a) is convicted or found guilty of; or
- b) is indicted or becomes involved in an ongoing investigation relating to a crime relating to fraud, corruption, money laundering or tax evasion and for matters which are connected to such Supplier's contractual obligations, SITUSAMC will review our relationship and contract(s) with such Supplier, and may terminate such contract(s) for cause.

Gifts

Each Supplier shall not, in the

performance of its obligations to SITUSAMC, gift or transfer anything of value to a Public Official that has discretion over the business at issue or is otherwise closely connected to it, without the prior written consent of SITUSAMC.

Transactions subject to SITUSAMC's prior approval should include (but are not limited to): monetary payments; business entertainment; meals, lodging or travel expenses; and gifts.

Any cash payments to Public Officials are strictly prohibited.

Suppliers should not offer or provide anything of value to SITUSAMC employees. This includes, but is not limited to, the provision of gifts, meals, drinks, vouchers, entertainment, travel or accommodations. This includes Suppliers who participate in a competitive tender or who wish to enter into a business relationship with SITUSAMC.

In the event a SITUSAMC employee solicits anything of value from a Supplier, the Supplier should immediately notify SITUSAMC via its Whistleblower hotline.

Money laundering

SITUSAMC is committed to assisting in the fight against money laundering and terrorist financing. In this regard, we expect our Supplier to comply with all applicable money-laundering laws and regulations, and not to engage in any money-laundering activities, or any other activities which may facilitate, result in or be perceived to be money

laundering.

Responsible Supply Chain Management and Supplier Diversity

We support diversity in both our own organization and in our Suppliers and encourage the use of diverse Suppliers and subcontractors in our extended supply chain.

Sanctions

Each of our Suppliers and their subsidiaries, and their respective directors, officers, agents, employees must not be Restricted Parties. In addition, our Suppliers must not directly or indirectly deal with restricted parties or sanctioned countries in connection with its dealings with SITUSAMC. Suppliers who are positively matched to a sanctions list entry will be terminated for cause immediately.

For the purposes of this Supplier Code, "Restricted Party" means a person, entity, or any other party, including, without limitation, official or de facto authorities

a) located, domiciled, resident, incorporated or operating in a Sanctioned Country; or

b) subject to any sanctions lists entailing asset freezing requirements or a prohibition on all transactions and administered by any Sanctioning Authority; or

c) owned or controlled by a person, entity or any other party as defined in (a) and (b) herein;

"Sanctioned Country" means any 9

country/region subject to any sanctions and/or trade embargoes administered by any Sanctioning Authority, as well as any other country classified by SITUSAMC as a Sanctioned Country. At the present time, the Crimea Region, Cuba, Iran, North Korea, Russia and Syria are listed as sanctioned countries; and

“Sanctioning Authority” means any authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, the United States of America (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified by SITUSAMC.

Whistleblowing and Non-Retaliation

We expect our Suppliers to have formal policies and/or processes in place to protect their employees and staff who report conduct which they reasonably believe amounts to a violation of laws, regulations rules, codes of ethics or other professional standards from being terminated, demoted, suspended, threatened, harassed or in any other manner discriminated against or subject to detriment.

Business conduct

As a provider in the heavily regulated financial services industry, we require our Suppliers to conduct their business in a manner that enables us to meet our legal and regulatory obligations, and minimize our exposure to financial, legal and reputational risks.

Handling confidential information and data

We apply the highest security standards to protect SITUSAMC and client data and expect the same from our Suppliers. We expect our Suppliers to have policies and procedures in place for the proper use, handling and protection of all information and data they receive, access and process in the course of their business dealings with SITUSAMC.

Suppliers should regard all such information and data as confidential and use only for the purposes for which such information and data was provided. Confidential information should not be used, shared, or disclosed by our Suppliers outside of SITUSAMC, except to the extent necessary to carry out their obligations and business activities with SITUSAMC or required to be disclosed under applicable laws or regulations.

Our Suppliers understand and agree that they are liable for any unauthorized use, access or disclosure of SITUSAMC's information and data for the duration of their agreements with SITUSAMC and remain responsible and liable even after such agreements have expired or been terminated.

Suppliers should notify SITUSAMC immediately if there was any unauthorized use, access, or disclosure (whether actual or suspected) of SITUSAMC information and data.

Data Ethics

We have established principles and practices that define our ethical standards for how we use data across and within SITUSAMC and expect our Suppliers to follow the same. These principles and practices govern data which may be gathered, purchased or generated by our business or client activities (such as client data, employee data, purchased data, or data sets that are transformed, derived, or implemented via data processing including data analytics, artificial intelligence or machine learning) (collectively, “Data”) as well as all **information systems** which process, transform or derive outcomes using such data (collectively, “Systems”).

These principles and practices include:

- **Behaving lawfully and responsibly** to make sure that Data is used for lawful and legitimate purposes, restricting access to Data and Systems on a “need-to-know” basis, and ensuring that Data is used, and Systems are configured, in compliance with local and cross-border laws and regulations.

Business travel and expenses

In the event SITUSAMC agrees to reimburse a Supplier for travel and other business-related expenses in accordance with the terms of the contract(s)

- **Being fair and just** in our use of Data, to make sure that Data cannot be used in ways which could be considered offensive or harmful to individuals, collections of individuals, SITUSAMC or the reputation of SITUSAMC, or to society and markets in general. In addition, Systems and processes (including algorithms and models) are tested for quality, error minimization and reduction.
- **Ensuring transparency** in how we use Data, recognizing that it may be important to explain how material or critical automated predictions and recommendations were made, or outcomes reached, and making sure that Systems are designed, tested, audited and controlled as required by law, regulation and SITUSAMC’s policies and procedures.
- **Maintaining governance policies and procedures** to ensure that the quality, security and integrity of Data and Systems are adequate based on their criticality and the business activities being enabled, and to make sure that appropriate security and protections are in place to safeguard Data and Systems, and to ensure their availability and reliability.

entered with such Supplier, SITUSAMC expects Suppliers to exercise prudence with respect to business travel-related expenses incurred, to procure the most economical business-

travel arrangements as much as possible, and to comply with SITUSAMC's Business Travel Expense guidelines.

Any responsibility of SITUSAMC to reimburse any Supplier for business travel-related expenses must be set out clearly in the contract(s) entered with such Supplier and all business travel requirements, including air, rail, taxi/car service or rental, and accommodation must be pre-approved by SITUSAMC prior to being incurred.

All Suppliers understand and accept that any business travel-related expenses incurred without SITUSAMC's preapproval will not be reimbursed by SITUSAMC.

All approved business travel-related expenses must be passed through to SITUSAMC at actual cost with no mark up and be properly documented and accompanied by a valid receipt or invoice.

Third party/Suppliers and the media: Publicity, press releases & regulatory inquiries

Our Suppliers are not permitted to communicate to a third party, advertise, or publicly announce they are providing, or have provided, products or services to SITUSAMC, or otherwise use any SITUSAMC brand elements in their marketing, publicity or promotional materials and/or activities, without SITUSAMC's prior written consent.

All Suppliers are strictly prohibited

from speaking to any member of the press or other news or reporting publication (whether traditional, online or on any other media) or any other third party, about any matters concerning SITUSAMC and/or our affiliates, or their business dealings, activities, transactions or relationship with SITUSAMC. All such media or other inquiries should be directed to SITUSAMC immediately.

Our Suppliers should also not make any official public comments or statements which are disparaging to SITUSAMC, our employees, our peers and competitors, or to any person or firm with whom or which SITUSAMC has a business relationship, and which could adversely affect the conduct of SITUSAMC's business and operations, or our and/or their reputations.

Should any Supplier receive any communication or inquiry from any legal or regulatory authority with respect to such Supplier's business dealings and transactions with SITUSAMC, such Supplier must, to the extent permitted under applicable law or regulation, immediately direct that communication or inquiry to SITUSAMC.

Privacy

Our Suppliers must comply with all applicable privacy and data protection laws and regulations, and implement appropriate data protection and

security policies and procedures to protect personal data, and to make sure that all personal data is produced, copied, transmitted, stored and disposed in accordance with applicable laws and regulations.

Each Supplier must also not sell or share personal data provided by SITUSAMC or a third party on behalf of SITUSAMC, and shall notify SITUSAMC promptly upon receipt of a request by a data subject to comply with applicable legal rights related to the data subject's personal data in the Supplier's possession or control, including but not limited to access to the personal data or its deletion.

All actual or suspected breaches of privacy, security or loss of personal data must be reported to SITUSAMC immediately. Suppliers will remain fully liable and responsible for any consequences resulting therefrom.

Personal data includes non-public personal information, personally identifiable information (PII), client identifying data (CID) and all other information that can be used to directly or indirectly identify an individual which our Suppliers receive, access and process in the course of their business dealings with SITUSAMC.

Records management

All data, information, documents, and files created, received, distributed, stored, and retrieved by our Suppliers ("Records") must be managed in a manner which enables SITUSAMC to comply with our data management legal and regulatory obligations.

Suppliers must ensure that their policies and procedures meet the following principles at the minimum i.e.

- **Reliability** meaning that all Records are accurate and properly represent the transactions, activities and facts to which they attest;
- **Integrity** meaning that all Records are complete and maintained in an unaltered state; and
- **Availability** meaning that all Records can be quickly and easily located, retrieved, presented, and interpreted in their proper business context.

Records that no longer being used or which are required to be destroyed under applicable laws and regulations must be destroyed and/or deleted securely and completely, and in a manner which meets the requirements set forth in the Supplier's contract with SITUSAMC, or otherwise, with SITUSAMC's requirements as made known to Supplier from time to time.

Suppliers are required to retain evidence of the destruction or deletion of Records and shall permit SITUSAMC or its agents to conduct an audit on Suppliers' premises, in order for SITUSAMC to satisfy itself that all Records have been properly and permanently destroyed or deleted.

However, Records which are subject to **legal holds**, i.e. those Records which a Supplier becomes aware of, or has been informed by SITUSAMC,

to be (or which may potentially be) relevant to an actual or anticipated litigation or investigation must not be altered, destroyed or deleted. Should any Supplier need to use, modify or delete any Records that are subject to Legal Holds in its ordinary course of business, such Supplier should inform SITUSAMC and follow SITUSAMC's instructions before taking any action to use, modify or delete such Records.

Use of SITUSAMC brand elements

To the extent that we require our Suppliers to use any SITUSAMC brand elements in the course of their business dealings with SITUSAMC, the SITUSAMC brand elements should be used only in the format and manner specified by SITUSAMC and in compliance with SITUSAMC's brand design guidelines and other requirements relating to SITUSAMC's corporate identity/design.

All authorized use of any SITUSAMC brand elements is subject to SITUSAMC's prior written approval and all use and goodwill arising therefrom shall inure to the benefit of SITUSAMC.

SITUSAMC brand elements means all elements of SITUSAMC's brand identity, including without limitation the SITUSAMC name and logo, acoustic identity, names of SITUSAMC products and services, layout, "look and feel", style, and all other marks, symbols, trade names, trademarks, service marks or other information which identifies SITUSAMC or its affiliates.

Governance

We are subject to legal and regulatory obligations to continuously conduct due diligence, risk assessments, monitoring and supplier testing, and to maintain appropriate controls, over our Suppliers, business partners and outsourced service providers.

Third Party Risk Management

We require our Suppliers to meet the requirements of our Third Party Risk Management and ensure that their business partners, subcontractors and service providers (collectively, the **“Supplier Third Parties”**) meet all requirements. Suppliers must notify SITUSAMC immediately of any non-compliance.

Our Suppliers must have their own documented third party management framework governing the identification, management and risk assessment of the Supplier Third Parties. This third party management framework shall as a minimum:

- i) assign roles and responsibilities with regard to the management of the Supplier Third Parties;
- ii) contain a requirement to verify the existence of appropriate contracts between the Supplier and Supplier Third Parties; and
- iii) set out how the Supplier identifies requirements for and manages business continuity, information security (e.g. cyber security), financial risks and other risks related to Supplier Third Parties.

Upon request of SITUSAMC, each Supplier is obliged to disclose its third party management framework to SITUSAMC and to supply a list of the Supplier Third Parties that it has defined to be critical, including providers of utility services. Our Suppliers are also expected to provide any information reasonably required by SITUSAMC in order to conduct initial and ongoing due diligence, risk assessments and monitoring. The Supplier should treat the questions as confidential.

Specifically, each Supplier is solely responsible for all payments to its subcontractors and must make sure that its subcontractors will not claim performance of any Supplier obligation, or the payment of any fees, charges, taxes, expenses or any other compensation or payments, directly from SITUSAMC.

Using subcontractors

A Supplier must not use subcontractors to fulfill its duties and obligations to SITUSAMC unless SITUSAMC's prior written consent has first been obtained, unless otherwise explicitly specified in an applicable agreement. The Supplier must ensure that their subcontractors are able to fulfill and comply with all obligations and duties to the same extent as is applicable to the Supplier.

Subcontractors are expected to comply with all requirements set forth in this Supplier Code to the same extent as Suppliers. The Supplier shall inform SITUSAMC immediately if it or any of its contracted third parties/subcontractors are solicited in any way for a bribe of any kind in performance of their obligations under the Agreement.

The use of subcontractors shall not in any way relieve any Supplier from its obligations to SITUSAMC and each Supplier shall at all times remain liable for its subcontractor's overall performance and actions (and failure to act).