

Supplier Code of Conduct

This Code sets forth CBRE's fundamental ethical and business conduct requirements for its suppliers.

CBRE¹ is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. As an industry leader and a responsible business, CBRE promotes the highest standards for ethics and business conduct wherever CBRE operates. As a supplier of products and/or services to CBRE, your company ("Supplier") is critical to CBRE's success. For CBRE to provide superior services in a responsible manner, CBRE requires Supplier to deliver high quality products and services with all necessary and appropriate licenses, certifications and qualifications, including appropriately trained and competent staff, suitable equipment and systems of work, adequate supervision and monitoring and appropriate reporting for any product or service provision, and to comply with this Supplier Code of Conduct (this "Code").

This Code sets forth CBRE's fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier, but rather a high-level overview of those fundamental requirements. All references in this Code to "Laws" means all applicable laws, regulations, directives, rules, decrees, and governmental orders. Supplier shall ensure oversight and due diligence over its own suppliers.

Supplier is responsible, at its own cost, for ensuring its directors, officers, employees, agents, representatives, suppliers, subcontractors, and other business partners understand, and comply with, the requirements set forth in this Code. Supplier will promptly notify CBRE in writing of any known or suspected violation of this Code, including, without limitation, illegal activities, environmental or human rights abuses, including remediation of proven misconduct.

¹The Code of Conduct applies to CBRE Group, Inc. and its direct and indirect subsidiaries, excluding Turner & Townsend, which has its own supplier policies.

Anti-Bribery/Corruption

Supplier must compete strictly based on the merits of its products and services. Supplier must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a CBRE customer, CBRE employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to CBRE, Supplier, or others. Accordingly, Supplier will, and will cause its employees, representatives, and subcontractors to, comply with all Laws relating to anti-corruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), in all of the countries in which any affiliated business or associate of the Supplier provides products or services, directly or indirectly, and any other countries in which Supplier conducts business.

Unfair Business Practices

Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of CBRE, Supplier, or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customers', CBRE's, Supplier's, or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with CBRE's competitors or competitors of Supplier. Supplier must also refrain from abusing its market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a product or service with that of another product or service, or undertaking similar abusive tactics. Supplier must not engage in other deceptive or unfair market practices, whether on behalf of CBRE, Supplier, or others. Further, Supplier must never make any misrepresentations relating to the products or services of CBRE, Supplier or others. Similarly, Supplier must never denigrate CBRE's competitors or Supplier's competitors, or their products or services.

Sanctions and Export Controls

Supplier must comply with all sanctions, embargoes, and debarred lists issued by the UK, USA, EU, UN, and other jurisdictions relevant to the supply of products or services to CBRE. Supplier shall ensure its supply chains have all licenses, approvals, and documentation required to import or export goods, services, or technology that fall under the scope of all the applicable sanctions regulations.

Information Security and Records Maintenance

Supplier must properly protect the confidential, proprietary, and personal information it handles or otherwise processes by implementing appropriate technical and organizational measures to ensure a level of security appropriate to prevent, including, without limitation, accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, or access to such information (a "Data Breach"). Supplier must only engage other suppliers and subcontractors who ensure the same level of technical and organizational security.

Supplier must, without undue delay, notify CBRE if it has experienced or reasonably suspects a Data Breach of any information handled or otherwise processed by Supplier on behalf of CBRE or CBRE's clients or customers, regardless of Supplier's assessment of the impact or risk of such breach. Supplier must make available to CBRE, its clients or customers, all information reasonably requested to assist in the investigation and remediation of such breach and ensure compliance with all obligations under applicable law.

Suppliers are expected to create and maintain complete and accurate records to ensure accountability and not alter or omit any record to conceal or misrepresent the information, event or transaction documented. Records must be retained and deleted in accordance with applicable law.

Data Privacy

Supplier must comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, all laws applicable to the information processed on behalf of CBRE, CBRE customers, CBRE employees or other suppliers. Supplier shall not render any service in a manner that causes CBRE to violate applicable Data Protection Laws.

Supplier must promptly notify CBRE if Supplier has reason to believe that laws or regulations applicable to Supplier in the countries in which it operates or renders services (whether existing or as a result of changes to existing law, regulation, or judicial or regulatory interpretation) either prevent Supplier from, or likely have a substantial adverse effect on Supplier complying with, applicable Data Protection Laws or the terms of Supplier's contract with CBRE.

Conflict of Interest

Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with CBRE. Supplier must promptly report to CBRE any instances involving actual or apparent conflicts of interest between Supplier's interest and those of CBRE, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Supplier shall not, without prior written notification thereof to CBRE, enter into any business relationship with any director, employee, or representative of CBRE that may create a conflict with their fiduciary obligations to, or the interests of, CBRE.

Labor

Supplier must follow all applicable Laws in the countries in which it operates, and be committed to the value of, and respect for, all people. Supplier is responsible for respecting human rights in its operations and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. Supplier must maintain the ability to measure, track and report labor issues defined herein. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of Supplier. The applicable labor standards are:

1. **Child Labor.** Supplier will not engage in or condone the unlawful employment or exploitation of children in the workplace. Supplier will be committed to combating the exploitation of children, and therefore prohibit any use of child labor with any vendor, supplier, or other third-party arrangements. Supplier will work to raise awareness internally and with its own suppliers of such exploitation and cooperate with law enforcement authorities to address any such instances of which Supplier becomes aware.¹
2. **Human Trafficking, Slavery, and the Right to Voluntary Labor.** Supplier will respect the free choice of all persons and strictly prohibit forced or compulsory labor for any employees, and will not take control of employee passports or other documentation, nor prevent employees from freely changing employers. Supplier will not do business with, tolerate, or associate with organizations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Supplier will comply with the UN Guiding Principles on Business and Human Rights and will work to raise awareness within its employee population and with its own suppliers of their responsibility to protect human rights. Supplier will cooperate with law enforcement to address such instances that come to the attention of Supplier.
3. **Discrimination and Harassment.** Supplier will ensure that its workplace promotes respect for all individuals, and without limitation, is free of harassment and discrimination based on a person's status such as race, color, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Consistent with CBRE's [Standards of Business Conduct](#), Supplier will ensure that it has requisite policies and practices in place to foster an environment free of violence, harassment, and retaliation within its own operations and supply chain.
4. **Working Hours and Wages.** Supplier will comply with all Laws dealing with the wages Supplier pays its employees and the hours they work. As appropriate, Supplier's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Supplier will be committed to be an ethical employer that strives to improve labor standards, respects its employees' contributions, communicates the terms and condition of employment, and rewards them fairly and promotes social value and living wage programs where practicable. Supplier will not charge employees or withhold from their salaries any fees or costs relating to gaining employment, such as recruitment fees or onboarding and processing costs.

5. **Freedom of Association.** Supplier will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

¹Generally, the employment of young workers below the age of 18 should only occur when young workers are above the applicable legal age for employment or the age established for completing compulsory education, and only in non-hazardous work. For the avoidance of doubt, if laws do not specify legal age of employment or compulsory education completion, a child shall be defined as anyone below the age of 16. Supplier shall maintain employee files with adequate data to verify ages of employees.

Health and Safety

Supplier shall comply with all applicable health and safety laws and regulations in which it does business and follow all requirements under CBRE or CBRE client safety management systems and processes (including the recording, reporting, investigation of all unsafe working practices, accidents, incidents, near misses, occupational illnesses, and reports of workplace violence). Supplier shall be appropriately qualified, licensed and trained to safely and competently deliver the goods and services required.

Supplier shall limit the incidence of work-related injury and illness through eliminating or reducing worker exposure to potential health and safety hazards through safe systems and work practices. While on the worksite, supplier workers shall only smoke in permitted designated areas.

Environment and Sustainability

Supplier shall comply with all applicable environmental laws and regulations in jurisdictions where it does business; and shall follow all requirements under CBRE and/or CBRE client environmental management systems. Suppliers are expected to implement and use their own environmental management systems where necessary or appropriate to comply with applicable laws, including climate transition plan requirements where applicable.

Supplier will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions to safeguard the health and safety of the public and minimize adverse environmental impact. This includes utilizing energy- and water-efficient equipment as part of their services. Where applicable, Supplier shall ensure that all waste is disposed of correctly and safely; appropriate waste-to-landfill avoidance schemes are implemented; development, and use of environmentally friendly products are promoted; and robust emergency response procedures are implemented and utilized.

Supplier shall record, report, investigate and implement agreed controls for all environmental accidents and incidents as required by applicable laws and CBRE or CBRE client environmental management systems.

Supplier shall set and communicate its own sustainability goals. Supplier shall share required sustainability data (e.g. company-wide or product-specific emissions data) with CBRE upon request. In accordance with CBRE's own decarbonization goals, supplier is expected to actively reduce its greenhouse gas emissions, preferably in line with the Paris Agreement's 1.5-degree scenario and is encouraged to ask their suppliers to do the same.

Suppliers are expected to demonstrate transparency by reporting sustainability related progress aligned to UN Sustainable Development Goals (UN SDG) utilizing voluntary reporting platforms as directed by CBRE where needed.

Conflict Minerals

Suppliers are expected to comply with all applicable laws and regulations regarding conflict minerals sourcing and reporting. Conflict minerals, including but not limited to tin, tantalum, tungsten, and gold, originating from conflict-affected or high-risk areas, which directly or indirectly finance or benefit armed groups involved in human rights abuses, are prohibited. Suppliers

must implement due diligence measures to ensure that their supply chains are free from conflict minerals, and provide documentation and transparency upon request to verify compliance with this clause.

Drug and Alcohol Use

Supplier shall comply with those provisions of [CBRE's Global Drug and Alcohol Use in the Workplace policy](#) (that are applicable to "CBRE Personnel" as defined and set forth therein).

Gifts and Gratuities

Supplier shall not give to or receive from any director, employee, or representative of CBRE any gift, entertainment, or other favor of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to CBRE, Supplier, or others.

Non-Retaliation

Supplier employees must be free to raise concerns without fear of retaliation in any form, including, without limitation, concerns about workplace safety, forced labor, wage and hour issues, corruption, and any other potential misconduct or violations. Supplier will provide employees with internal grievance procedures and processes that meet all applicable legal requirements.

CBRE Compliance Verification

CBRE does not assume any duty to monitor or ensure compliance with this Code. Supplier acknowledges and agrees that Supplier is solely responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives, suppliers, contractors, and other business partners. Supplier will nonetheless permit CBRE and/or its representatives to assess Supplier's compliance with the expectations set forth in this Code when rendering services or furnishing products for CBRE. Such assessments may include, without limitation, third-party verified assessments, desktop verification, on-site inspection of Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code. Supplier will also fully cooperate with CBRE in such assessments, and Supplier will promptly correct any non-conformances identified during such assessments.

General Terms

If this Code conflicts with the terms of any Supplier contract with CBRE, and the contract term is more restrictive than this Code, the Supplier must comply with the more restrictive term of the contract. Portions of this Code were drafted using Generative AI but with human review, verification, and edits.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for CBRE, or to report any suspected violations of this Code, please contact your CBRE representative.

Whistleblower Helpline

CBRE provides a confidential and anonymous method for employees and stakeholders (including suppliers, sub-contractors, and their employees) to ask questions and raise concerns about possible misconduct and policy violations via the [CBRE Ethics HelpLine](#). The CBRE Ethics HelpLine provides global toll-free phone numbers and an online reporting tool operated 24/7 by EthicsPoint, an independent company.