



SitusAMC – Supplier Code of Conduct

March 2023

SitusAMC Supplier Code of Conduct

1. Purpose and Scope

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

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. We strongly encourage sound environmental performance, social well-being, and good governance ("ESG") practices among our suppliers.

This Supplier Code of Conduct does not constitute an employment contract, and nothing herein is intended to create an employment relationship between Supplier and SitusAMC.

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 the 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 policies and standards. In the event of any contradiction or inconsistency between this Supplier Code and a Supplier contract with SitusAMC, the terms of the Supplier contract will prevail.

1.1 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, as updated, shall be each Supplier's responsibility.

1.2 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 SitusAMC Compliance Department at compliancegov@SitusAMC.com

2. Supplier Adherence to Policy

SitusAMC requires its Suppliers to conduct their business activities in accordance with this Supplier Code and to implement and enforce internal policies and procedures in support of SitusAMC principles, standards, and requirements.

SitusAMC reserves the right, at any time, to request information from Suppliers it deems necessary to ascertain Supplier's compliance with this Supplier Code. Supplier shall provide such information immediately upon SitusAMC's request.

3. 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.

3.1 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. The Supplier shall inform SitusAMC immediately by notifying via email, the Compliance department at compliancegov@situsamc.com 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 their agreement with SitusAMC.

3.2 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 immediately via email, the Compliance department at compliancegov@situsamc.com if there are or may be actual or potential conflicts of interest.

3.3 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
- g) candidates for public office or for political party positions, members of royal or ruling families,
e) as well as (where known) immediate family members and close associates of all such persons.

3.4 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.

3.5 Gifts and Entertainment

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.

3.6 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.

3.7 Sanctions

Each of our Suppliers and their subsidiaries, and their respective directors, officers, agents, employees must not be a Restricted Party (as defined below). 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 administrated 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 country/region subject to any sanctions and/or trade embargoes administrated 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.

3.8 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.

3.9 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.

3.10 Fair Dealing and Fair Competition

Suppliers shall comply with applicable anti-competition laws. Unfair competition practices such as price fixing or bid rigging are not acceptable. Suppliers are advised not to obtain information about our competitors other than from lawful and appropriate sources and may share such information with us only if authorized to do so.

3.11 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 shall regard all such information and data as confidential and use only for the purposes for which such information and data was provided. Confidential information shall 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 shall notify SitusAMC immediately if there was any unauthorized use, access, or disclosure (whether actual or suspected) of SitusAMC information and data.

3.12 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.
- 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.

3.13 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) 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.

4. Responsible Supply Chain Management

We expect transparent and responsible behavior from our Suppliers with the aim of preventing or minimizing any human rights and environment-related risks.

4.1 Environmental Performance

Each of our Suppliers shall comply with all applicable laws and environmental regulations in countries where the Supplier is active. We expect Suppliers to undertake initiatives to promote greater environmental responsibility by ensuring they comply with the prohibition of:

1. Manufacture of mercury-added products pursuant to Article 4(10) and Annex A Part 1 of the Minamata Convention on Mercury of 10 October 2013 (Federal Law Gazette 2017 II pp.610,611) (Minamata Convention).
2. Use of mercury and mercury compounds in manufacturing processes within the meaning of Article 5 (2) and Annex B Part 1 of the Minamata Convention from the phase-out date specified in the Convention for the respective products and processes.
3. Treatment of mercury waste contrary to the provisions of Article 11(3) of the Minamata Convention.
4. Production and use of chemicals pursuant to Article 3(1)(a) and Annex A of the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants (Federal Law Gazette 2002 II pp. 803, 804) (POPs Convention), last amended by decision of 6 May 2005 (Federal Law Gazette 2009 II pp. 1060, 1061), in the version of Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (OJ L169 of 26 May 2019 pp. 45-77), as last amended by Commission Delegated Regulation (EU) 2021/277 of 16 December 2020 (OJ L 62 of 23 February pp.1-3).
5. Handling, collection, storage and disposal of waste in a manner that is not environmentally sound in accordance with the regulations in force in the applicable jurisdiction under the provisions of Article 6 (1) (d) (i) and (ii) of the POPs Convention.
6. Exports of hazardous waste within the meaning of Article 1 (1) and other wastes within the meaning of Article 1(2) of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Federal Law Gazette 1994 II pp.2703,2704) (Basel Convention), as last amended by the Third Ordinance amending Annexes to the Basel Convention of 22 March 1989 of 6 May 2014 (Federal Law Gazette II pp.306, 307) and within the meaning of Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste 9OJ L 190 of 12 July 2006 pp.1-98)(Regulation (EC) No 1013/2006), as last amended by Commission Delegated Regulation (EU) 2020/2174 of 19 October 2020 (OJ L 433 of 22 December 2020 pp. 11-19).
 - a. To a party that has prohibited the import of such hazardous and other wastes (Article 4(1) (b) of the Basel Convention);
 - b. To a state of import as defined in article 2 no.11 of the Basel Convention that does not consent in writing to the specific import, in the case where that state of import has not prohibited the import of such hazardous wastes (Article 4(1) © of the Basel Convention);
 - c. To a non-party to the Basel Convention (Article 4(5) of the Basel Convention);

- d. To a state of import if such hazardous wastes or other wastes are not managed in an environmentally sound manner in that state or elsewhere (Article 4(8) sentence 1 of the Basel Convention).
7. Export of hazardous wastes from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4A of the Basel Convention, Article 36 of Regulation (EC) No 1013/2006).
8. Import of hazardous wastes and other wastes from a non-party to the Basel Convention (Article 4(5) of the Basel Convention).

4.2 Labour and Human Rights

Each of our Suppliers shall comply with all applicable laws and human rights and labour regulations in countries where the Supplier is active. We require all Suppliers to ensure they comply with the prohibition of:

1. Employment of a child under the age at which compulsory schooling ends according to the law of the place of employment, provided the age of employment is not less than 15 years, except where the law of the place of employment so provides in accordance with Article 2(4) and Articles 4 to 8 of Convention No.138 of the International Labour Organization of 26 June 1973 concerning Minimum Age for Admission to Employment (Federal Law Gazette II pp.201,202).
2. Worst forms of child labour for children under the age of 18, in accordance with Article 3 of Convention No.182 of the International Labour Organization of 17 June 1999 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (Federal Law Gazette 2001 II pp.1290, 1291), which includes:
 - a. All forms of slavery or practices similar to slavery, such as the sale of and trafficking of children, debt bondage and serfdom, and forced or compulsory labour, including the forced or compulsory recruitment of children for use in armed conflicts;
 - b. The use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;
 - c. The use, procuring or offering of a child for illicit activities, in particular for the production of or trafficking in drugs; and
 - d. Work which, by its nature or because of the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.
3. Employment of persons in forced labour; this includes any work or service performed by a person under the threat of punishment and for which he or she has not made himself or herself available voluntarily, for example as a result of debt bondage or trafficking in human beings; excluded from forced labour are any work or services that comply with Article 2(2) of Convention No.29 of the International Labour Organization of 28 June 1930 concerning Forced or Compulsory Labour (Federal Law Gazette 1956 II p.640, 641) or with Article 8 (3) (b) and (c) of the International Covenant of 19 December 1966 on Civil and Political Rights (Federal Law Gazette 1973 II pp.1533,1534).

4. All forms of slavery, practices akin to slavery, serfdom or other forms of domination or oppression in the workplace, such as extreme economic or sexual exploitation and humiliations.
5. Disregarding the occupational health and safety obligations applicable under the law of the place of employment if this gives rise to the risk of accidents at work or work-related health hazards, in particular, due to:
 - a. Obviously insufficient safety standards in the provision and maintenance of the workplace, workstation and work equipment.
 - b. The absence of appropriate protective measures to avoid exposure to chemical, physical and biological substances.
 - c. The lack of measures to prevent excessive physical and mental fatigue, in particular due to inappropriate working hours and rest breaks.
 - d. Inadequate training and instruction of employees.
6. Disregarding the freedom of association, according to which:
 - a. Employees are free to form or join trade unions.
 - b. The formation, joining and membership of a trade union must not be used as a reason for unjustified discrimination or retaliation.
 - c. Trade unions are free to operate in accordance with applicable law of the place of employment, which includes the right to strike and the right to collective bargaining.
7. Unequal treatment in employment, for example on the grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless this is justified by the requirements of the employment; unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value.
8. Withholding an adequate living wage; the adequate living wage amounts to at least the minimum wage laid down by the applicable law, and apart from that, is determined in accordance with the regulations of the place of employment.
9. Causing any harmful soil change, water pollution, air pollution, harmful noise emissions or excessive water consumption that:
 - a. Significantly impairs the natural bases for the preservation and production of food;
 - b. Denies a person access to safe and clean drinking water;
 - c. Makes it difficult for a person to access sanitary facilities or destroys them; or
 - d. Harms the health of a person.
10. Unlawful eviction and the prohibition of unlawful taking of land, forests and waters in the acquisition, development or other use of land, forests and waters, the use of which secures the livelihood of a person.

11. Hiring or use of private or public security forces for the protection of the Suppliers project if, due to a lack of instruction or control on the part of the enterprise, the use of security forces:
 - a. Is in violation of the prohibition of torture and cruel, inhumane or degrading treatment;
 - b. Damages life or limb; or
 - c. Impairs right to organise and the freedom of association.

12. An act or omission in breach of a duty to act that goes beyond nos.1 to 11, which is directly capable of impairing a protected legal position in a particularly serious manner, and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question.

4.3 Community Development

All Suppliers must provide employees with wages and benefits that meet or exceed legal requirements or prevailing industry standards. We encourage our Suppliers to partner with the local governments and communities to improve the education, cultural, economic, and social well-being of communities in which employees of the Supplier operate.

5. Diverse Suppliers

We support diversity in both our own organization and in our Suppliers and encourage the use of certified diverse Suppliers and subcontractors in our extended supply chain that positively impact local communities, ecosystems, and the environment.

SitusAMC will request a copy of the Suppliers own supplier diversity policy statement and request information as to the bidder's own initiatives to promote supplier diversity and compliance.

Suppliers that are categorized as non-diverse will be requested to regularly report their performance with respect to their own Supplier diversity programs. SitusAMC classifies this as "Second-Tier Diversity Supply". A Second-Tier Diverse Supplier is a Diverse Supplier that invoices the existing non-diverse supplier for goods and services rendered.

SitusAMC may request the Supplier to provide the following information:

1. A report of products and services, that are identified by the Supplier in the direct fulfilment of SitusAMC's requirements, known as Direct Second-Tier Purchases.

2. When applicable, reporting of Indirect Second-Tier Purchases will be accepted. Indirect means products and services that cannot be identified in the direct fulfilment of SitusAMC requirements.

6. Media

6.1 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.

6.2 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 via email, to the Compliance department at compliancegov@situsamc.com 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.

6.3 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 a minimum:

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

Records that are 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.

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.

6.4 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.

7. Governance

Supplier understands that SitusAMC is 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. By engaging with SitusAMC, Supplier agrees to provide updated information reasonably requested by SitusAMC related to such obligations.

8. Third Party Risk Management

We require our Suppliers to meet the requirements of this Policy, when procuring and managing their own suppliers, 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 by their third-party suppliers with regards to their conduct in accordance with this Policy.

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:

- iv) assign roles and responsibilities regarding 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
- v) set out how the Supplier identifies requirements for and manages business continuity, information security, cyber security, financial risks and other risks related to Supplier Third Parties.

9. Questions

Any questions regarding this policy or the interpretation thereof should be directed to the Compliance department or at compliancegov@situsamc.com.