



Code of conduct for Suppliers¹

November 13, 2023

By joining the [UN Global Compact](#) Befimmo² is committed to supporting and applying its fundamental principles in the areas of human rights, working conditions, the environment and the fight against corruption.

Befimmo wishes to involve its Suppliers³ in its approach by sharing its values with them.

As a Befimmo Supplier, we ask you to conduct your activities with honesty and integrity and in accordance with the values and principles set out in this Code of Conduct for Suppliers (CCS), in strict compliance with all Regulations⁴, and to select your own suppliers and partners accordingly.

Compliance with this CCS by Suppliers is a prerequisite for any partnership with Befimmo, and also for its successful continuation.

As soon as a Supplier becomes aware of an actual or suspected violation of this Code, it shall immediately notify Befimmo.

Befimmo reserves the right to carry out audits and evaluations to check that you comply with this CCS.

In the event of reasonable doubt as to compliance with this CCS, the commercial relationship may be suspended until a thorough investigation has been carried out. In the event of proven non-compliance, Befimmo may terminate all commercial relations with Supplier (without prejudice to any legal or regulatory sanctions that may be applicable).

Work

Befimmo expects its Suppliers to comply at least with international treaties on human rights, subject to more favourable national laws. Compliance by Suppliers with the fundamental conventions of the ILO (International Labour Organisation) is an essential requirement for Befimmo.

Human rights

The Supplier shall defend and respect the protection of human rights established at international level and shall ensure that it is not complicit in human rights violations.

Harassment and brutal or inhuman treatment

The Supplier will create and maintain a climate in which all employees are treated with dignity and respect.

¹ This document was drawn-up in French. In case of inconsistency between the French version and its translations, the French version will prevail.

² "Befimmo" and/or the "Company" refers to Befimmo Group SA (an institutional SicaF under Belgian law, with FIIS status) and Befimmo Real Estate Group SRL and their subsidiaries within the meaning of article 1:15 of the Belgian Code of Companies and Associations.

³ All references in this Code to "Suppliers" mean suppliers, parent company, subsidiaries, affiliated entities or subcontractors and other service providers or partner entities, wherever and whenever they operate.

⁴ All references in this Code to "Regulations" shall mean any provision of law and any applicable treaty, legislation, regulation, directive, decree or order.



The Supplier shall not resort to or engage in the following acts: threats of violence, harassment or verbal or psychological aggression, exploitation and sexual abuse.

Wages, working hours and other working conditions

The Supplier shall comply with all Regulations concerning the payment of wages and working hours.

The Supplier shall guarantee that wages are paid regularly and allow employees and their families to meet their basic needs.

Freedom of association and collective bargaining

The Supplier shall ensure that its employees, without distinction, freely exercise the right to organise, to promote and defend their interests and the right to bargain collectively. It will protect its workers against all forms of discrimination, in deed or in word, tending to undermine the exercise of their right to organise and their right to carry out trade union activities and to bargain collectively.

Forced or compulsory labour

The Supplier shall prohibit all forms of forced or compulsory labour.

Child labour

The Supplier shall not use :

- a child under the age of 15, or who has not reached the minimum age for admission to employment specified in the legislation of the country or countries where the contract is performed, or the age at which compulsory schooling ceases in that country or those countries (the minimum age taken into account being the highest of the three);
- a person under 18 years of age for work which, by its nature or the conditions in which it is carried out, is likely to harm the health, safety or good morals of such persons.

Discrimination

The Supplier shall ensure equality of opportunity and treatment in employment and occupation, without discrimination on the grounds of age, sexual orientation, civil status, birth, property, religious or philosophical belief, political belief, trade union belief, language, current or future state of health, disability, physical or genetic characteristic, social origin or other grounds recognised by the national legislation of the country where the contract is performed.

The Supplier will take all necessary steps to ensure that neither it nor its parent company, subsidiaries, affiliates or subcontractors engage in sexist or discriminatory employment practices, particularly in relation to recruitment, promotion, training, remuneration and benefits.

Health and safety

The Supplier shall comply with all Health, Safety and Security Regulations applicable to the countries in which it operates and shall limit the exposure of workers to potential safety hazards through adequate design, engineering and administrative controls, preventive maintenance and safe working procedures.

The Supplier shall ensure that :

- workplaces, machinery, equipment and work processes do not present a risk to the health and safety of workers;
- chemical, physical and biological substances and agents do not present a health risk when appropriate protection is provided;



- where necessary, appropriate protective clothing and equipment are provided free of charge to prevent the risk of accidents or adverse health effects.

The Supplier shall record, monitor and report all occupational injuries and illnesses in accordance with the requirements of the Regulations and wherever necessary, will inform Befimmo accordingly

Environment and sustainability

The Supplier shall comply with all Regulations relating to the protection of the environment in the countries in which it carries out its activities, in particular as regards obtaining and maintaining the required environmental authorisations and permits and complying with their operational and administrative requirements.

Precaution

The Supplier will support a precautionary approach to environmental issues.

The Supplier will carry out systematic risk assessments of materials, products and processes in order to apply the precautionary approach.

The Supplier shall put in place emergency procedures to prevent and deal with accidents affecting the environment and human health.

Responsibility and performance

The Supplier will take steps to:

- preventing and reducing energy consumption and greenhouse gas emissions ;
- reduce water consumption and treat waste water ;
- prevent and reduce the production of waste and ensure its responsible management;
- preventing, reducing and treating atmospheric emissions ;
- prevent and reduce the impact of noise, odours, light and vibrations on the nearby environment;
- reduce the use and ensure the safe handling and storage of chemicals and other hazardous substances;
- preventing, minimising and correcting negative impacts on biodiversity ;
- use natural resources sustainably.

Technology

The Supplier shall encourage the development and use of environmentally friendly technologies.

The Supplier will regularly evaluate its processes and technologies to see if there are more environmentally friendly alternatives.

When developing new technologies and products, the Supplier will focus on developing environmentally friendly technologies, for example by using life cycle assessments (LCA), design for sustainability or a *cradle-to-cradle* approach.

Ethics

Befimmo expects from its Suppliers to comply with all applicable legal and regulatory requirements.



Corruption

The Supplier will comply with the highest moral and ethical standards, and will therefore not tolerate any form of corruption. In addition to the Regulations, he/she will comply with the anti-corruption policy adopted by Befimmo, to which reference is made in full. For more information on this subject, please consult the Anti-Corruption Policy ([2023.11.13_anti-corruption_policy_def.pdf \(befimmo.be\)](#)).

Conflict of interest

The Supplier will inform Befimmo of any situation that might appear to be a conflict of interest, and will bring to Befimmo's attention any cases where a Befimmo employee might have any personal interest whatsoever in the activity of the Supplier in question or have any economic links whatsoever with the latter.

Sanctions

Supplier shall comply with all applicable trade restrictions and sanctions laws and shall promptly notify Befimmo if it or any affiliate (including parent companies): (i) have been named or listed as the target of any economic, trade or transactional sanctions imposed by any governmental agency; or (ii) otherwise banned or blocked under laws that are enforced or administered by any governmental agency.

Confidentiality

Suppliers will protect personal, proprietary and confidential information ("Confidential Information") including information they have access to, receive or process on behalf of Befimmo. Suppliers must adopt and maintain processes to provide reasonable protections for such Confidential information and apply a degree of care that would apply to Supplier's own Confidential information, but in any event, a reasonable degree of care.

Protection of personal data

The Supplier undertakes to comply with the Regulations regarding the protection of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR). For more information, please see Befimmo's Data Privacy policy ([Microsoft Word - 2023.11.13 Data Privacy Policy_DEF \(befimmo.be\)](#)).

Other

Insurance

Suppliers will maintain all required insurance coverage needed to provide services to Befimmo. Suppliers will provide documents to Befimmo as proof of insurance coverage upon request.

No publicity

Supplier will not use any of Befimmo's name, marks or other proprietary trademarks in any public or promotional materials without the prior written consent of Befimmo.
