

VENDOR CODE OF CONDUCT



Introduction

Logistics Real Estate Holdco, LLC (“LINK”) expects that its Vendors will share its commitment to honesty, integrity and ethical behavior. “Vendor” includes any firm, individual, or their employees or subcontractors that deliver a product or service directly to LINK. Any Vendor who uses subcontractors must ensure that each subcontractor receives this Code and abides by it in performing all services. Each Vendor must also ensure its employees are aware of the requirements set forth in this Code. Even though Vendors are independent contractors and not under the control of Link, the business practices and actions of a Vendor may significantly impact and/or reflect upon Link, its reputation and brand.

Therefore, Link requires that all its Vendors shall comply with the requirements below:

Regulatory Compliance

Vendor shall comply with all applicable laws, including, but not limited to, immigration and labor laws, legal regulations, environmental, health and safety laws, trade and sanction regulations, directives, and guidelines. Vendors must also uphold all obligations in any contract a Vendor may have with Link. Vendors using Link properties or facilities must also comply with all of Link’s applicable policies and requirements to those properties and facilities.

Wages and Benefits

Vendor shall comply with all laws, rules, regulations, and standards regarding minimum wage, overtime, and/or benefits that are applicable to the work being performed.

No Child Labor

Vendor must follow all working age laws in the jurisdiction where the work is performed. Vendor must ensure that no one under the age of 14 (or higher age restriction if applicable in the jurisdiction where the work is performed) is employed in any form. To ensure compliance, Vendor must have records of the ages of all of its employees and require subcontractors to do the same.

No Forced Labor

Vendor and all Vendor employees must perform work on a strictly voluntary basis. Forced labor, including prison, slave, bonded, and indentured labor is absolutely prohibited. Vendor may not purchase services or materials from any person or entity who it suspects uses involuntary labor.

Health and Safety

Vendor must provide a safe and healthy working environment and comply with applicable health and safety laws and regulations. Physical abuse, sexual abuse, and/or harassment, and/or any other forms of abuse or harassment must not be tolerated.

Working Hours

Working hours of Vendor employees must be in line with all legal requirements and any collective bargaining agreements applicable to the location.

Freedom of Association and Collective Bargaining

Vendors must respect their employees’ right to join, form, or not join a labor organization without fear of reprisal, intimidation, or harassment. Where Vendor employees are represented by a legally recognized labor organization, the Vendor must follow the law as to collective bargaining or similar obligations in the applicable jurisdiction

Non-Discrimination

Vendor is required to comply with all applicable laws regarding discrimination in hiring and employment practices.

Vendor is expected to maintain a workplace free of discrimination, harassment, victimization, and to not tolerate any other form of inappropriate behavior or abuse on any grounds, including but not limited to age, disability, ethnic or social origin, gender, gender identity, nationality, race, sexual orientation, marital status, parental status, pregnancy, political convictions, religious beliefs, union affiliation, or veteran status. Vendor is expected to maintain an environment free of harassment, violence and abuse (physical or verbal) at all times.

Reporting of Concerns

Vendor should have a procedure in place to allow employees to bring concerns or work-related issues to the attention of management.

Confidentiality and Data Protection

Link expects that each Vendor will comply with the terms of any agreements with Link governing Confidentiality and Data Protection. Link expects Vendor to maintain confidentiality as to all matters relating to Link of which Vendor becomes aware in performing Vendor's duties, and not disclose any such matters to anyone, unless expressly authorized in writing by Link. In furtherance of its data protection obligation, Vendor must (i) comply with all applicable data protection laws; (ii) provide Vendor employees and contractors with a policy regarding these obligations; (iii) implement appropriate technical and organizational measures preventing improper access to or disclosure or destruction of confidential information; (iv) comply with any other requirements related to the Vendor's specific engagement with Link, and (v) take the necessary precautions to safeguard both Link's intellectual property and its customers' intellectual property, while respecting the intellectual property rights of other third parties. Pursuant to applicable privacy regulations, Vendor must not share or sell personal information of Link employees without their express permission.

Further, Vendor must not speak to the press or communicate via any media (including any social media) on Link's behalf unless Vendor is expressly authorized in writing to do so by Link, or communicate directly with any of Link's customers, without Link's prior approval. Vendor must not share or sell Link's information or use the Link's name or images on their website or in social media without Link's written consent, and must not share unauthorized third-party information with Link.

Anti-Bribery and Anti-Corruption

Vendor is not to engage in any bribes, kickbacks or similar types of payments or things of value to any government official in connection with the Vendor's business on behalf of Link. Vendor must conduct business ethically and not engage in bribery, embezzlement, extortion, or other corrupt practices. Vendor must at all times comply with the U.S. Foreign Corrupt Practices Act and any other applicable anti-corruption law in the jurisdiction in which the Vendor is providing services.

Anti-Money Laundering and Sanctions

Vendor must comply with all applicable anti-money laundering, sanctions, and anti-terrorist financing laws and regulations.

Anti-Tax Evasion and Anti-Facilitation of Tax Evasion

Link will not tolerate unlawful tax evasion or the facilitation of unlawful tax evasion. Vendor must not directly or indirectly engage in, or facilitate the engagement by others in, the deliberate and fraudulent diversion of funds from a tax authority. Vendor is expected to ensure the same of their agents, subcontractors, intermediaries and workers by adopting, maintaining and implementing reasonable processes that prevent such conduct.

Business Gifts, Meals, and Entertainment

Vendor must avoid offering Link Employees travel, frequent meals, or expensive gifts. Ordinary business meals and small tokens of appreciation of nominal value are acceptable. Gifts of cash or cash equivalents are strictly prohibited.

Conflicts of Interest

Vendor will avoid even the appearance of conflicts of interest in their work with Link. Vendors must immediately disclose to Link any known financial, family, romantic, or other close personal relationships with Link employees or any other personal interest that could result in an appearance of a conflict of interest in their work with Link. Link may immediately end business relationships with any vendor who fails to disclose any relationships or conflicts of interest in accordance with this Code.

Environmental Compliance & Sustainability

Vendor shall:

1. Obtain all building environmental permits necessary to perform the work for Link and comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials in connection with the Vendor's business on behalf of Link.
2. Incorporate sustainable practices into its work to the greatest extent possible and search for new opportunities to partner with Link in a more environmentally friendly manner.
3. Promote a sustainable environment and work towards reducing its resource consumption and use – including implementing improvement plans for waste reduction, recycling, and energy conservation policies.
4. Take precautions and ensure that all hazardous materials capable of posing a threat to health and safety are handled safely and appropriately. All Vendor's employees must be trained on how to handle hazardous material in compliance with applicable laws.
5. Promote a sustainable environment and work towards reducing its resource consumption and use – including implementing improvement plans for waste reduction, recycling, and energy conservation policies.
6. Take precautions and ensure that all hazardous materials capable of posing a threat to health and safety are handled safely and appropriately. All Vendor's employees must be trained on how to handle hazardous material in compliance with applicable laws.

Link reserves the right to immediately terminate any business relationship with Vendor found to be in violation of this Code. If Vendor is found to be in violation of the requirements of this Code, Vendor is expected to inform Link immediately or as soon as is practicable and remedy any such violation in a timely and sensitive manner. Failure by Vendor to do so may lead to review or termination of the relationship.

The contents of this Code are additional to and do not in any way affect or prejudice any of Link's rights and remedies under the relevant contracts with each Vendor, if any. In the event of any non-compliance to the requirements of this Code or breach of contract, Link reserves its rights and retains the sole discretion to exercise any rights under this Code, any relevant contract and/or local laws and regulations.

The failure or omission by Link to insist upon strict performance and compliance with any of the provisions of this Code at any time shall in no way constitute a waiver of its rights.

In the event of any conflict or ambiguity between any provision of this Code and the provisions of any relevant contract with any Vendor, the provisions of that contract will prevail.

*Revised April 2025