



WHITESTONE REIT

## WHITESTONE REIT VENDOR CODE OF CONDUCT POLICY

Adopted March 2019

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Whitestone REIT, including each of its regions, business units, affiliates and subsidiaries, (collectively, “Whitestone”) is firmly committed to conducting business with integrity and in compliance with the letter and spirit of the law. As an industry leader and a responsible business, Whitestone seeks to use its position to promote the highest standards for ethics and business conduct wherever Whitestone operates. As a supplier of products and/or services to Whitestone, your company (“Vendor”) is critical to Whitestone’s success. For Whitestone to provide superior services in a responsible manner, Whitestone requires vendors to comply with this Vendor Code of Conduct (this “Code”).

This Code sets forth Whitestone’s fundamental ethical and business conduct requirements for its vendors. This Code is not intended to be an exhaustive list of all requirements to be followed by the Vendor, but rather a high-level overview of such requirements. All references in this Code to “Laws” means all applicable laws, regulations, directives, rules, decrees, and governmental orders.

### **ANTI-BRIBERY/CORRUPTION**

Vendor is expected to compete strictly based on the merits of their products and services. Vendor should not 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 Whitestone customer, Whitestone employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to Whitestone, Vendor, or others.

Accordingly, Vendor will encourage its employees, representatives, and subcontractors to, comply with all Laws relating to anticorruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), , including the United States Foreign Corrupt Practices Act, in all of the locations in which any affiliated business or associate of the Vendor provides products or services, directly or indirectly, and any other countries, states, or municipalities in which Vendor conducts business.

### **UNFAIR BUSINESS PRACTICES**

Vendor should refrain from engaging in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of Whitestone, Vendor, or others. Accordingly, Vendor should never rig bids, fix prices, or provide or exchange customers’, Whitestone’s, Vendor’s, or others’ competitively sensitive information (including, without limitation, price, cost, and technical data) with Whitestone’s competitors or competitors of Vendor. Vendor should also refrain from abusing their

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. Vendor should not engage in other deceptive or unfair market practices, whether on behalf of Whitestone, Vendor, or others. Further, Vendor should never make any misrepresentations relating to the products or services of Whitestone, Vendor or others. Similarly, Vendor should never denigrate Whitestone's competitors or Vendor's competitors, or their products or services.

#### **INFORMATION SECURITY AND RECORDS MAINTENANCE**

Vendor is expected to 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 the risk, including, without limitation, the risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such information (a "Data Breach"). Vendor should only engage other vendors, suppliers and subcontractors who ensure the same level of technical and organizational security.

Vendor must, without undue delay, notify Whitestone if it reasonably suspects a Data Breach of any information handled or otherwise processed by Vendor on behalf of Whitestone or Whitestone's clients or customers, regardless of Vendor's assessment of the impact or risk of such breach. Vendor must make available to Whitestone, 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.

Vendors 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**

Vendor is expected to comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, such laws pertaining to Whitestone customers, Whitestone employees or other suppliers, and shall not render any service in a manner that causes Whitestone to violate applicable Data Protection Laws.

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

#### **CONFLICT OF INTEREST**

Vendor is encouraged to avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with Whitestone. Vendor is expected to promptly report to Whitestone any instances involving actual or apparent conflicts of interest between Vendor's interest and those of Whitestone, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Vendor shall not, without prior written notification thereof to Whitestone, enter into any

business relationship with any director, employee, or representative of Whitestone that may create a conflict with their fiduciary obligations to, or the interests of, Whitestone.

## **LABOR**

Vendor is expected to follow all applicable Laws in the countries, states, and municipalities in which it operates, as well as in compliance with International Labor Organization (ILO) standards, and be committed to the value of, and respect for, all people. Vendor 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. The standards set forth in this Code apply to all workers, including, without limitation, temporary, student, contract, direct employees, and any other type of worker of Vendor. The applicable labor standards are:

1. Child Labor. Vendor will not engage in or condone the unlawful employment or exploitation of children in the workplace. Vendor 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. Vendor is expected to cooperate with law enforcement authorities to address any such instances of which Vendor becomes aware.

2. Human Trafficking, Slavery and the Right to Voluntary Labor. Vendor will respect the free choice of all persons and strictly prohibit forced or compulsory labor for any employees. Vendor will refrain from doing 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. Vendor will comply with the UN Guiding Principles on Business and Human Rights and will cooperate with law enforcement to address such instances that come to the attention of Vendor.

3. Freedom Against Prejudice and Discrimination. Whitestone expects the highest standards of, and Vendor will proactively invest in, equality, diversity and inclusion. Vendor will ensure that its workplace 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. Vendor will ensure that it has requisite policies and practices in place to promote such equality, diversity and inclusion, and foster a harassment and retaliation free environment.

4. Safe and Secure Workplace. Vendor will provide a safe and secure workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Vendor's leadership will ensure compliance with this commitment in every location and facility in which Vendor operates.

5. Working Hours and Wages. Vendor will comply with all Laws dealing with the wages Vendor pays its employees and the hours they work. Vendor will be committed to be an ethical employer that strives to improve labor standards, respects its employees' contributions, and rewards them fairly.

6. Freedom of Association. Vendor will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

## **HEALTH AND SAFETY**

Vendor is encouraged to comply with all health, safety, and security Laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. When necessary to safely perform a job, Vendor should provide workers with the proper personal protective equipment and ensure proper maintenance of the equipment. Vendor employees should be free to raise safety concerns without fear of retaliation in any form. Vendor is expected to record, track and report all occupational injuries and illnesses as required by applicable Laws and in a manner which will: (i) encourage worker reporting of job-related injuries; (ii) classify and record cases of injury and work-related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

## **ENVIRONMENT AND SUSTAINABILITY**

Vendor recognizes that adverse effects on the community, environment and natural resources should be minimized to safeguard the health and safety of the public. To achieve this objective, Vendor should observe and comply with all applicable environmental Laws, including, without limitation, those which relate to (i) obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements; (ii) the handling, removal, transportation and disposal of hazardous materials used by Vendor; and (iii) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes. Vendor will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.

## **GIFTS AND GRATUITIES**

Vendor shall not give to or receive from any director, employee, or representative of Whitestone 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 Whitestone, Vendor, or others.

## **WHITESTONE COMPLIANCE VERIFICATION**

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

General Terms If this Code conflicts with the terms of any Vendor contract with Whitestone, and the contract term is more restrictive than this Code, the Vendor must comply with the more restrictive term of the contract.

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

Whitestone provides a confidential and anonymous method for employees and stakeholders (including suppliers, sub-contractors, and their employees) to ask questions and raise concerns about Whitestone's Standards of Business Conduct via the toll-free, Whitestone Ethics Hotline:

(855) 890-3329

which can also be found at:

<http://ir.whitstonereit.com/Cache/1001168117.PDF?Y=&O=PDF&D=&FID=1001168117&T=&IID=40874>