



RESPONSIBLE PROCUREMENT CHARTER

Approved suppliers

Consideration of Corporate Social Responsibility (CSR) issues lies at the heart of Icade's strategy and Purpose. As such, Icade SA and its subsidiaries⁽¹⁾ (hereinafter referred to as "Icade") have made 14 CSR commitments:

LOW-CARBON TRANSITION AND PRESERVATION OF RESOURCES

- Speeding up the low-carbon transition to a 1.5°C pathway
- Preserving biodiversity and promoting nature in cities
- Integrating the principles of a circular economy into products and services
- Integrating the best certification and labelling standards
- Developing sustainable mobility solutions

OCCUPANTS' WELL-BEING, SUPPORT FOR NEW HABITS AND LIFESTYLES AND A STRONG LOCAL FOOTPRINT

- Contributing to territorial cohesion and inclusion
- Imagining the city of tomorrow with our stakeholders
- Improving occupants' well-being and enhancing customer relations
- Supporting the CSR efforts of customers
- Reinforcing our responsible procurement policy and supplier relationships
- Ensuring business ethics

EMPLOYEE SKILLS DEVELOPMENT, WORKPLACE WELL-BEING AND DIVERSITY

- Developing employee skills, agility and engagement
- Improving the quality of working life and promoting employee well-being
- Promoting diversity in all its forms

(1) Refers to (i) the subsidiaries and companies directly or indirectly controlled by Icade within the meaning of Articles L. 233-1 and L. 233-3 of the French Commercial Code, and (ii) GIE Icade Management (registered in the Nanterre Trade and Companies Register [RCS] under No. 318 607 207).

Suppliers' commitments to Icade

The purpose of this charter (hereinafter the "Charter") is to involve Icade's suppliers and service providers (hereinafter the "Supplier" or "Suppliers") in its CSR policy and commitments and to define their commitments with regard to:

- business ethics: the fight against corruption, money laundering and the financing of terrorism, anti competitive practices and conflicts of interest;
- compliance with labour standards and respect for human rights: the fight against forced or compulsory labour, illegal employment, child and adolescent labour, discrimination and harassment, compliance with regulations on working time, remuneration and freedom of association and the right to collective bargaining;
- employment and professional integration;
- reducing the risks of economic dependence;
- health and safety;
- data security and protection;
- environmental protection.

This Charter sets out a minimum common framework for the CSR commitments that Icade expects from its Suppliers, which may be supplemented by legal and/or contractual provisions.

By signing this Charter, the Supplier pledges to:

- comply with its obligations as defined by this Charter and employ the means necessary to meet such obligations;
- ensure that its own suppliers and subcontractors adhere to and implement all the principles set out in this Charter ⁽¹⁾, in compliance with contractual provisions and applicable legislation;
- provide Icade with the information required to prove compliance with this Charter. To this end, the Supplier must provide Icade with the requested information and documents on first request;
- provide access to its premises, and wherever practicable have its own suppliers and subcontractors do the same, to internal or external auditors who may be appointed by Icade to ensure compliance with the Charter.

Any failure on the part of the Supplier to comply with the principles set out in this Charter shall constitute a serious breach of its contractual obligations likely to result, depending on the seriousness of such failure, in the application of the measures set out in the agreement to which the Supplier and Icade are party, which may lead to the termination of such agreement at the Supplier's expense, without prejudice to any damages and interest.

Depending on the seriousness and nature of the breach in question, a course of action may be decided upon in consultation between the Supplier and Icade to determine the conditions necessary for maintaining contractual relations.

1. Business ethics

The Supplier shall conduct its business in accordance with the principles of honesty and fairness and applicable regulations on competition, the fight against money laundering, the financing of terrorism (AML/CFT) and corruption. It shall comply with Icade's Code of Ethics in the performance of its duties.

<https://www.icable.fr/en/group/governance/documents/code-of-ethics.pdf>

1.1 Fighting against corruption

The Supplier shall comply with all anti-corruption regulations.

Contract negotiations and execution shall not lead to behaviour or acts that could be qualified as active or passive corruption, influence peddling or, more generally, any breach of the duty of integrity (in particular misappropriation of funds and favouritism).

The Supplier shall refrain from offering any Icade employee gifts, invitations, gratuitous services, favours or any other benefit, pecuniary or otherwise, for the employee or their close relations, that may corrupt, influence or compromise the integrity, independence of judgement or objectivity of the said employee in their dealings with the Supplier.

Any corporate gifts and invitations to events or meals shall fall within the scope of a business courtesy, remain within very reasonable limits and solely reflect a concern to improve business relationships without being such as to tarnish Icade's reputation for impartiality.

In addition, the Supplier shall refrain from receiving, giving, offering or accepting bribes or granting an undue advantage or the promise thereof,

directly or through a paid intermediary, to a third party (elected official, employee of an administrative or private body, etc.) in order to obtain favourable treatment or influence the outcome of a negotiation in which Icade is involved. More specifically, facilitating payments made with the intention of expediting administrative processes are also prohibited.

1.2 Fighting against money laundering and the financing of terrorism

The Supplier shall remain vigilant in ensuring integrity in its business relationships in order to detect any risk of money laundering or financing of terrorism (AML/CFT), in accordance with the applicable regulations.

The Supplier shall comply with anti-money laundering and anti-terrorism financing regulations and not commit or assist in any act prohibited by these regulations.

(1) It is specified that the commitments under this Charter shall in no way create a contractual relationship between Icade and any supplier or subcontractor of the Supplier.

1.3 Avoiding conflicts of interest

The Supplier shall avoid any situation that may pose a real or potential conflict of interest that could compromise Icade's interests or reputation. Decisions must be taken objectively and in the Company's best interest.

To mitigate the risk of conflict of interest, Icade asks its Suppliers to:

- ❑ not do business with Icade employees (when the latter are acting on their own behalf or on behalf of a third party to Icade);
- ❑ not have a significant financial interest in Icade employees (without prior written approval from their line manager addressed to Icade's Head of Compliance);
- ❑ notify Icade of any situation that may present a conflict of interest prior to the transaction or as soon as they become aware of it.

1.4 Combating anti-competitive practices

The Supplier shall make every effort to avoid anti-competitive practices. It shall not be party to agreements whose purpose or effect would be to

prevent or restrict competition and refrain from any conduct that would infringe competition law (such as participation in a concerted action aimed at hindering the setting of prices through free competition, and/or abuse of a dominant position). It shall refrain from sharing any sensitive information (e.g. customer files, marketing plans, sales strategies, etc.) and any precise non-public information on the business, product marketing, tender submissions, with third parties, and in particular with Icade's competitors. The Supplier shall comply with applicable competition law and regulations.

1.5 Respect for intellectual property rights

The Supplier shall respect the intellectual property of others and shall not misappropriate third party information that can be considered confidential or use without permission, plagiarise or infringe on any third party intellectual property rights (including but not limited to patents, copyrights, trademarks or trade secrets).

The Supplier shall also refrain from making illegal copies of software used by Icade or using such software without permission.

2. Compliance with labour standards and respect for human rights

The Supplier shall respect and promote the fundamental rights set out in the Universal Declaration of Human Rights; the principles defined in the United Nations Global Compact and the OECD Guidelines; the principles set forth in the Declaration on Fundamental Principles and Rights at Work and the Fundamental Conventions laid down by the International Labour Organisation (ILO); and the various labour laws and regulations.

2.1 Use of forced or compulsory labour

The Supplier shall refrain from using forced or compulsory labour as defined in ILO Conventions Nos. 29 and 105.

Convention No. 29 defines forced or compulsory labour as all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered themselves voluntarily.

2.2 Use of illegal labour

The Supplier shall:

- ❑ not use illegal labour (undeclared work, employing illegal workers, etc.);
- ❑ comply with subcontracting regulations;
- ❑ comply with applicable tax and labour laws.

Suppliers are required to register on a supplier compliance platform chosen by Icade making it possible to ensure that the companies working for Icade comply with the French Labour Code.

2.3 Child and adolescent labour

The Supplier shall comply with provisions relating to the elimination of child labour and the protection of children and adolescents as defined by law.

In particular, it shall not employ persons under the minimum age for employment pursuant to ILO Core Convention No. 138 (or if the age limit is higher, under applicable local law), and not employ children in violation of ILO Worst Forms of Child Labour Convention No. 182.

2.4 Discrimination

The Supplier shall promote equal treatment and equal opportunities for its employees in accordance with ILO Core Conventions No. 100 on Equal Remuneration for Men and Women Workers for Work of Equal Value and No. 111 on the principle of non-discrimination.

The Supplier shall ban all forms of discrimination. Under the conditions provided for in ILO Convention No. 111, the Supplier shall not apply any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin or on any other basis (disability, etc.) which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

The Supplier shall comply with laws applicable to the employment of persons with disabilities.

2.5 Harassment

The Supplier shall treat all its employees with dignity and respect. In compliance with the regulations in force, the Supplier shall be exemplary in preventing and combating all forms of workplace harassment and violence. It shall refrain from any verbal or physical threats, physical violence, sexual abuse or any form of harassment in accordance with ILO Conventions Nos. 29 and 111.

2.6 Working time

The Supplier shall comply with applicable laws on working hours.

2.7 Level of remuneration

The Supplier shall comply with applicable laws on remuneration and benefits, in particular the provisions dealing with minimum wage and overtime pay.

The Supplier shall pay its employees their salaries on a regular basis and pay them overtime in accordance with the rates prescribed by applicable law.

2.8 Freedom of association and the right to collective bargaining

The Supplier shall respect the freedom of association of its employees and ensure the protection of their right to organise and collective bargaining, as defined in ILO Core Conventions Nos. 87 and 98.

It shall comply with applicable legislation in this regard and ILO Conventions Nos. 87 and 98 on freedom of association and the right to organise and collective bargaining.

3. Employment and professional integration

The Supplier shall make every effort, insofar as it is able, to promote professional integration (inclusion, sheltered work sector, etc.) and local development. These commitments could be included in the Procurement Department's requests for quotation.

4. Reducing the risks of economic dependence

The Supplier shall:

- ❑ avoid any economic dependence on Icade;
- ❑ monitor its subcontractors and partners to avoid significant economic dependence.

5. Health and safety

The Supplier shall ensure that its activities do not adversely affect the health and safety of:

- ❑ its employees;
- ❑ its subcontractors;
- ❑ project participants;
- ❑ surrounding communities;
- ❑ and users of its products and services.

The Supplier shall be proactive with regard to health, safety and security issues. The risks associated with its activities must be identified and assessed. The Supplier shall take all appropriate measures to limit and, to the extent possible, eliminate such risks.

6. Data security and protection

The Supplier shall not use or reveal any sensitive and/or confidential information held and/or provided by Icade, even after the commercial relationship has ended.

The Supplier shall also comply with current regulations ⁽¹⁾ on the processing of personal data in the course of its business dealings with Icade. This includes:

- ▣ only collecting personal data that are adequate, relevant and limited to what is necessary for the purposes of the processing carried out in the course of the relationship with Icade;
- ▣ complying with its general obligation to ensure data security and confidentiality in accordance with the applicable legal and contractual provisions;
- ▣ where applicable, complying with its obligation to provide information to data subjects and ensuring that they can effectively exercise their rights with regard to their data in accordance with the regulations in force (rights of access, rectification, deletion, etc.);

7. Protecting the environment

The Supplier shall comply with applicable regulations and implement a continuous improvement approach to environmental protection, in particular with regard to:

- ▣ tackling climate change: reducing energy consumption and greenhouse gas emissions;
- ▣ protecting nature, preserving biodiversity and ecosystems;
- ▣ preserving natural resources (water, materials, etc.), using materials that are safe, sustainable, renewable, recyclable, recycled or reused;

- ▣ conducting an impact analysis in the event of a high risk to the rights and freedoms of individuals or assisting Icade in this procedure, if necessary;
- ▣ for the companies involved, appointing a Data Protection Officer, if necessary, and providing their contact details to Icade, in addition to keeping a register of processing activities.

The Supplier shall provide Icade with all documents proving compliance with current regulations on personal data processing carried out in the course of its business dealings with Icade.

The Supplier shall also assist Icade in complying with current regulations on personal data processing that arose in the course of its business dealings with Icade.

The Supplier shall educate its employees on best practices with respect to IT security and personal data protection.

- ▣ reducing disturbance to local residents: noise, odour and visual pollution; air, water or soil pollution (as provided for in the contractual terms, for example a green construction site charter, a "low-disturbance construction site" charter, etc.);
- ▣ limiting waste generated in the various stages of manufacture, transport, on-site installation and disposal as well as treating waste by prioritising materials and energy recovery.

(1) More specifically, amended French Data Protection Act No. 78-17 of January 6, 1978 on personal data protection and European Regulation No. 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Icade's commitments to its Suppliers

As part of its CSR and responsible procurement policy and as set out in its approved supplier agreements managed by the Procurement Department, Icade applies the following principles in its dealings with Suppliers:

1. Responsible procurement commitments and governance

Principles of ethical business conduct

Icade shall conduct its business in accordance with the principles of honesty and fairness and applicable regulations on competition and corruption in business transactions. The Company shall comply with its Code of Ethics in the course of its business activities:

<https://www.icafe.fr/en/group/governance/documents/code-of-ethics.pdf>

2. An environment conducive to good Supplier relationships

Professionalising the procurement function and process

- ▣ The buyers in Icade's Procurement Department shall comply with competition and commercial law;
- ▣ The buyers in Icade's Procurement Department shall possess the skills required to properly perform their duties.

Learning from feedback, being attentive to Supplier needs

Icade has made continuous improvement an integral part of contractual relationships, particularly through regular monitoring.

Communication and transparency

- ▣ Icade defines and communicates CSR criteria to Suppliers in procurement specifications. To establish such criteria, Icade uses guidelines (a "[responsible procurement in the real estate industry](#)" criteria grid developed with OID (Sustainable Real Estate Forum));
- ▣ Icade will inform, to the extent possible, approved Suppliers of its upcoming procurement falling within the scope of their agreements (upcoming projects, contacts, etc.);
- ▣ If a conflict cannot be resolved, Icade favours mediation as an alternative dispute resolution method, unless otherwise provided for by law or in the agreement between Icade and the Supplier.

3. Respect for the interests of Suppliers

Equal treatment of Suppliers

- ▣ Icade treats Suppliers equally;
- ▣ Icade ensures that competitive procurement involving its Suppliers complies with the principle of transparency and fairness in the tender and selection process and in the negotiation of contractual clauses: clarity of the requests for quotation and selection criteria (technical, price, CSR, etc.), supplier approval procedures, equal treatment of candidates, transparency and traceability of procedures, etc.

Promoting sustainable and balanced relationships

- ▣ Icade seeks to establish relationships with its Suppliers within the framework of a balanced contract in compliance with the law. To this end, the Supplier shall actively participate in this process;
- ▣ Icade identifies and manages, with the active participation of Suppliers, the risks of mutual economic dependence;
- ▣ To optimise its contractual relationships with its suppliers, Icade is rolling out electronic invoicing across its entire organisation.

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