

Vendor Code of Conduct

Newmark conducts its business activities with integrity and in full compliance with the laws and regulations that govern those activities, and with consideration of Newmark's values, ethical business practices, and professional expectations. Newmark expects the same from the Vendors it engages, whether directly or on behalf of Newmark's clients. This Vendor Code of Conduct contains the standards of business practices and regulatory compliance that are expected and required of Vendors and their agents, employees, and subcontractors. This Vendor Code of Conduct applies to all interactions between Vendors and Newmark or its clients, and between Vendors and any third party with which Vendors may deal while performing services on behalf of Newmark or its clients.

Vendor's failure to adhere to this Vendor Code of Conduct shall constitute a breach of the contract between Vendor and Newmark or its Client and shall entitle Newmark or its Client to terminate that contract.

Vendor Code of Compliance

It is a Vendor's responsibility to ensure that its representatives understand and act in accordance with Newmark's Vendor Code of Conduct. Each Vendor is expected to inform ProcurementOffice@nmrk.com in the event there is reason to believe Vendor, its agents, employees, or subcontractors cannot abide by this Vendor Code of Conduct. Newmark reserves the right to request the prompt removal of any individual whose conduct is not in compliance with this Vendor Code of Conduct or any other Newmark policy.

Notwithstanding anything contained in any contract with a Vendor, failure by a Vendor to adhere to this Vendor Code of Conduct shall constitute and be deemed to be a breach of the contract between such Vendor and Newmark or its client, entitling Newmark or its client to terminate that contract or other business relationship without penalty.

Legal and Ethical Standards

Vendor shall comply with all federal, state, local and foreign laws and regulations applicable to its business. Vendor shall maintain financial records and reports in compliance with any and all such laws and regulations. Vendor shall not knowingly participate in any financing of terrorism, any scheme to launder money, any scheme to under-report the size of a cash transaction, or any scheme to wrongfully avoid tax liability. Vendor shall comply with all applicable antitrust and fair competition laws and shall always act in a manner intended to uphold all applicable standards of honesty, good faith, and fair dealing.

Human Rights & Fair Labor Practices

COMPENSATION AND WORKING HOURS

Vendor shall compensate its employees in an amount that is no less than what is required under applicable minimum wage legislation and mandatory industry standards. All applicable laws and regulations regarding working hours, overtime, rest and meal breaks, and paid time off shall be followed. Vendor shall pay its employees in a timely manner and with no disciplinary deductions. Vendor's policies regarding these matters shall be clearly communicated to its employees in a language the employee understands.

PROCUREMENT

DIVERSITY AND INCLUSION

Vendor shall foster an inclusive and diverse work environment for all of its employees. Vendor shall commit to equal opportunities regardless of gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, political affiliation, veteran or military status or any other characteristic protected by law. Vendor shall ensure that its workplace is free of harassment, discrimination, and retaliation.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Unless prevented by any local governmental policy or any applicable law, Vendor shall respect, and shall not interfere with, employees right to decide whether to form or join a union of their choice, and without threat or intimidation. Vendor shall act in accordance with its employees' right to freedom of association and collective bargaining in accordance with local law and/or mandatory industry standards.

FORCED LABOR

All labor must be voluntary. Vendor shall not use force, fear, coercion, or threat to constrain or prevent the right of its employees to freely make their own decisions regarding their human rights. Punishment, confinement, threats of violence, harassment, abuse, mental, and/or physical discipline, or coercion, as well as any forms of human trafficking, are strictly prohibited.

CHILD LABOR

The use of child labor is strictly prohibited. Vendor shall not engage or condone any employment in the workplace involving any person under the applicable legal age of employment. Vendor shall not subcontract any of its work or services, or the provision of any good or materials, to any party that does not comply with the foregoing.

Health and Safety

Vendor shall comply with applicable health, safety, and security laws and regulations, and shall otherwise maintain a safe work environment. This includes providing employees with potable drinking water, adequate sanitation and personal protective equipment, fire exits and essential safety equipment, access to emergency medical care, and appropriately lit and equipped workstations. Potential safety hazards such as electrical sources, fire, heat, vehicles, and fall hazards should be eliminated to prevent accidents, injuries, and work-related illnesses. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances. Regular workplace risk assessments and preventive maintenance should be conducted along with employee education and training. Vendor shall otherwise follow applicable laws and regulations related to workplace injuries and illnesses.

Vendor will always demonstrate a commitment to maintaining a safe working environment and will ensure that all employees performing services on behalf of Newmark or its clients are properly trained and educated to ensure safety at the workplace at all times. Vendor shall capture and report all occupational injuries and illnesses as required by applicable laws and shall inform Newmark of any Environmental Health & Safety incidents that occur while vendor is performing services for Newmark or its clients. Vendors should contact ProcurementOffice@nmrk.com to report incidents. Vendor shall participate in any investigative or corrective action processes associated with the reported incidents to ensure the issue/hazard has been eliminated/mitigated and poses no additional threat to employees, clients, or business operations.

Environment

We are focused on the environment and recognize the importance of treating our natural resources with the greatest respect, so that they are available to future generations. As a responsible business, we are acutely aware of climate change and other major issues affecting the environment. We also understand the impact commercial real estate can have on the health of the environment.

That is why we expect our Vendors to champion efforts to support environmental and climate protection and to comply with all applicable environmental laws and regulations. Vendors shall have a system to effectively identify, eliminate, and contain any potential hazards to the environment as a result of Vendor's operations and shall share with Newmark any relevant data regarding Vendor's environmental and climate protection activities. Vendor will look for ways to continuously improve the environmental practices associated with their operations, actively working to efficiently manage their energy, water, and waste consumption.

Data Protection, Information Security, and Disclosure of Information

PROTECTION OF PERSONAL DATA

Newmark is committed to protecting confidential client information and personal data. The definition of personal data, and the legal requirements for safeguarding it, vary by country, and generally includes (but is not limited to), employee or client names, personal healthcare information, photographs, and legal identity records. Newmark has put in place policies to ensure that personal data is processed and secured in accordance with applicable local personal data protection laws. Vendors must also ensure that all uses of personal data – such as collection, registration, comparison, storage, processing, transfers and deletion, or a combination of these – take place in accordance with applicable laws and regulations.

Vendor must notify Newmark if Vendor has reasonable suspicion that there has been a breach of compliance with this requirement. Vendors should contact **Information Security** <infosec@cantor.com> "immediately" to communicate and report situation.

Cyber Security

It is essential that Vendors safeguard the integrity and security of their systems and comply with the relevant legal or regulatory standards and guidance. Vendors must immediately inform Newmark if they become aware of any cyber security incident that affects or has the potential to affect any of Newmark's, or its clients, data or systems. Vendor must provide Newmark and its clients reasonably requested information to aid in the investigation and corrective action process associated with such breach and to ensure compliance with all applicable laws.

Bribery and Corruption

Vendor shall not tolerate bribery or corruption as a means of improperly influencing an official act, of securing an improper advantage in order to obtain or retain business, or for any other purpose. Vendor shall not participate in a business relationship with any other party that is known to, or suspected of, engaging in any activity involving bribery or corruption. Vendor shall comply with any and all applicable anti-bribery and corruption laws and regulations.

Gifts and Gratuities

Vendor shall not give or receive any excessive or lavish gifts or other favors of material value with the intent or effect of unfairly or improperly influencing a business decision or of obtaining an unwarranted advantage. Vendor shall use good judgment, discretion, and moderation with business meals and/or entertaining any employees of Newmark or its clients.

Trade Regulation

Vendor shall comply with all applicable trade restrictions, export controls, sanctions, and customs laws and regulations. Vendor shall not knowingly become involved with anyone suspected of criminal or terrorist activities or of being on any sanction lists.

Conflicts of Interest

Vendor shall promptly disclose to Newmark any situation involving an actual or potential conflict of interest between Vendor and Newmark or its client, and any situation under which Vendor's judgment or objectivity, or its duties to Newmark or its clients, may be impaired.

Vendors shall refrain from doing business with any Newmark or client employee whose spouse, domestic partner, relative or friend has a significant financial stake in vendor's operations

Business Continuity and Crisis Plan

Vendor shall have a business continuity plan in place to prevent or minimize any disruption of its business operations due to matters including but not limited to natural disasters, equipment malfunction, power failure, terrorism, supply chain disruptions, communicable disease outbreaks, epidemics or pandemics, information security issues, cyber-attacks, etc.

Vendor shall maintain a comprehensive business continuity plan that is commercially reasonable and complies with applicable law, rules and regulations. Vendor will provide an executive summary of such plan upon reasonable request of Newmark or any client. Supplier will test the adequacy of its business continuity plan at least annually. In the event of business disruption that materially impacts Vendor's performance of the work under the agreement to which Vendor is a party, Vendor will promptly notify Newmark of the disruption and the steps being taken in response and shall use its best efforts to minimize business interruption as quickly and efficiently as possible.

Audit Rights

Newmark reserves the right to conduct a compliance review to confirm Vendor's adherence to this Vendor Code of Conduct. Vendor must cooperate with Newmark by being available, and providing any information and systems requests in a timely manner and at no cost to Newmark. Newmark and its customers may directly perform assessments or engage third parties to conduct an audit of Vendor's records. If a breach is identified, Vendor shall promptly present a corrective action plan to Newmark and shall cure any ongoing breach. In the event of a serious or persistent non-compliance in Newmark's determination, notwithstanding anything contained in any other agreement to the contrary, Newmark reserves the right to terminate its relationship with the Vendor without penalty.

Violations and Suggestions

Newmark encourages anyone who wishes to report a violation of this Vendor Code of Conduct to contact Newmark at ProcurementOffice@nrmk.com. Vendors are also encouraged to contact Newmark with suggestions that may improve this Vendor Code of Conduct, as Newmark values new ideas and is always open to cooperation and collaboration with Vendors. Newmark may update this Vendor Code of Conduct from time to time.

