

**BUILDING  
MINDS**



# **Supplier Responsible Sourcing Policy**

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# Table of Contents

Introduction & Framework	3
Monitoring against our standards	3
Fundamental Principles & Requirements	3
1 Human Rights	4
1.1 Child Labor	4
1.2 Discrimination and Harassment	4
1.3 Employment Practices	4
1.4 Forced Labor	5
1.5 Freedom of Association, collective bargaining and non-retaliation	5
1.6 Occupational Health and Safety	5
1.7 Supplier Diversity	5
2 Environmental Impact	5
3 Corruption & Fraud	6
4 Fair Competition	7
5 Trade Sanctions & Export Control	7
6 Conflicts of Interest	7
7 Intellectual Property and Confidentiality	8
8 Privacy, Personal Information and Data Security	8
9 Quality Assurance and Product Safety	8
10 Implementation and Management systems	9
10.1 Flow Down	9
10.2 Recording and Monitoring Compliance	9
10.3 Commitment and Accountability	10
10.4 Reporting of Concerns	10
Entire Policy and Interpretation	10
Changes to this Policy	10



## Introduction & Framework

Since its founding in 2019 BuildingMinds has adhered to the principle of providing high quality product and services in a manner that is ethical, responsible, legally compliant and dealing fairly and openly with its employees, customers and suppliers.

Through our Supplier Responsible Sourcing Policy (the "Policy"), we hold our vendors and suppliers to the same high standards. This applies to all suppliers, service providers, subcontractors, and other vendors and business partners including their affiliates, officers, directors, agents, employees, representatives, sub- contractors, and consultants (the "Suppliers").

While the Policy sets forth our minimum expectations for all Suppliers, it is not comprehensive. The aim of this Supplier Responsible Sourcing Policy is to reinforce BuildingMinds' commitment to collaborate with Suppliers towards a long-term and sustainable future. BuildingMinds requires all its Suppliers to adhere to principles of fair dealing with others, equitable and non-abusive relationships with employees, safe workspaces, and legal compliance, and to conduct business in a way that promotes BuildingMinds' Core Values: WE CARE, WE DARE, WE DELIVER. This is supported by our [Code of Conduct](#) and [Schindler's Human Rights Policy](#).

## Monitoring against our standards

Adherence to the standards contained in this Policy is one of the criteria used in the BuildingMinds Supplier selection and evaluation process.

Supplier shall adhere to applicable legal standards and any higher standards contained herein. Where needed BuildingMinds may conduct audits, development and progress monitoring of corrective action plans, and provide recommendations.

## Fundamental Principles & Requirements

BuildingMinds and all its representatives and employees are committed to, and require all Suppliers to comply with, all applicable legal requirements in the provision of product, services and management of data. Supplier's compliance not only underpins many of the other requirements in this Policy, but it is also essential to BuildingMinds' ability to meet its own high standard of legal compliance and high standards of business conduct. Therefore, in all aspects of its business, Supplier shall adhere to and comply with all applicable laws, ordinances, regulations, rulings, orders, and decrees of all federal, territorial, state, local or other governmental or judicial authority, the rules, regulations, policies, and procedures of all self-regulatory or industry bodies applicable to the industries in which the Supplier operates, and the local customs and practices in the jurisdictions where the vendor or supplier operate. If local laws, customs or practices are less stringent than BuildingMinds' policies and internationally recognized human rights and labor standards, the Supplier shall seek to follow the highest standard. Supplier must maintain compliance systems and be able to demonstrate a satisfactory record of compliance with all applicable legal requirements, including, but not limited to:



# 1 Human Rights

BuildingMinds is committed to high standards of business ethics and integrity including the support and respect of internationally recognized human rights and labor standards as outlined in international human rights frameworks. BuildingMinds' commitment to respect human rights is further elaborated in the Schindler Human Rights Policy. BuildingMinds requires its Suppliers to uphold the same values and to introduce human rights due diligence in their operations and value chains.

## 1.1 Child Labor

Supplier shall not tolerate or use child labor in any stage of its general activities other than in accordance with all applicable laws and regulations. With regard to minimum employment age, Supplier will follow the principles of the UN Global Compact and the ILO Minimum Age Convention, No.138 as well as the ILO Worst Forms of Child Labor Convention, No. 182. The minimum employment age is the age of completion of compulsory schooling, but not less than 15 years old unless exceptionally allowed by the ILO Conventions and/or relevant local laws (e.g. for formal apprenticeships).

## 1.2 Discrimination and Harassment

At BuildingMinds, our mission is to foster and sustain an inclusive culture that welcomes, supports, recognizes, and celebrates employees of all backgrounds. We require our Suppliers to uphold the same values. Therefore, Supplier shall treat its employees with fairness, impartiality, awareness, and sensitivity, and shall grant equal opportunity in all aspects of employment to all persons without unlawful discrimination. This includes prohibiting unlawful discrimination on any protected basis under applicable law, including color, race, religion, gender or gender identity, sexual orientation, national origin, citizenship, ethnicity, age, disability, pregnancy, veteran status, genetic information, or other legally protected factors. Supplier shall provide a safe and effective channel for those who have observed unlawful discrimination to disclose their experience to Supplier management without fear of reprisal or retaliation.

Supplier shall maintain and adopt policies and procedures to provide a work environment free of unlawful harassment. Harassment includes any verbal or other conduct that is offensive, bullying, intimidating, or disparaging to any individual or group and is based on that individual's inclusion or perceived inclusion in a legally protected group. Harassment also includes sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, and unreasonable restrictions on entering or exiting Supplier's facilities. Supplier's policies and procedures prohibiting harassment must apply to all persons involved in the operation of the company and must prohibit unlawful harassment, whether directed to employees, applicants for employment, outside vendors, contractors, customers, or others.

## 1.3 Employment Practices

Supplier shall ensure that compensation paid to its personnel (including employees, contractors, and temporary or part-time employees) complies with at least all applicable wage laws or the local industry rate, whichever is higher, including those relating to fair wages, overtime hours, social security, paid leave and mandatory benefits, and that all employees are provided with employment documents that are freely agreed and which respect their legal and contractual



rights. Working hours are not to exceed the internationally recognized minimum standards of 48 regular hours of work per week, a rest period of at least 24 hours every seven days and a maximum of 12 hours of voluntary overtime per week. Supplier will allow its employees legally mandated breaks as well as holiday and vacation days to which they are legally entitled, including time off when ill or for maternity leave. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

## 1.4 Forced Labor

Supplier shall not use or profit from any form of labor provided involuntarily und threat of penalty, including, but not limited to forced overtime, human trafficking, slavery or servitude, bonded labor (including debt bondage), forced prison labor. There shall be no unreasonable restrictions on employees' freedom of movement. Supplier shall not withhold or otherwise destroy or conceal, confiscate, or deny access by its employees to their personal documents (originals). Employees shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per the employee's contract. Employees migrating for the purpose of work shall not be required to pay recruitment fees or other related fees for their employment, as this can lead to situations of debt bondage. Should victims of human trafficking be found in the vendors and supplier's operations, they must be provided with adequate access to remedy.

## 1.5 Freedom of Association, collective bargaining and non-retaliation

The basic right of all employees to form trade unions and employee representations and to join them shall be respected by the Supplier. In countries where this right is restricted by local laws, alternative legitimate options for employee participation shall be supported as described by the ILO (e.g., works councils). Employee representatives shall not be subject to discrimination, harassment or termination of contract in retaliation for exercising employee rights, submitting grievances, participating in union activities, or reporting suspected legal violations.

## 1.6 Occupational Health and Safety

Suppliers shall provide workers with a safe and healthy work environment and to manage their operations to minimize impact to the environment and community. In addition, Supplier shall maintain a workplace environment in the spirit of the UN Universal Declaration of Human Rights and the Conventions of the International Labor Organization.

## 1.7 Supplier Diversity

BuildingMinds is committed to improving diversity among its Suppliers. To this end, if requested by BuildingMinds, Supplier shall provide information relating to any and all of its diversity programs, diversity spend, and other such data as BuildingMinds may reasonably require.

# 2 Environmental Impact

BuildingMinds is committed to promoting sustainable practices within the real estate management industry and contributing to the global goal of achieving net-zero emissions. In line with BuildingMinds' values, we encourage our suppliers and partners to adopt environmentally responsible practices and support us in achieving our sustainability goals. To ensure a consistent approach to environmental responsibility, we require our Suppliers to:



- Calculate and report their greenhouse gas (GHG) emissions according to the Greenhouse Gas Protocol.
- Conduct operations with an awareness of their environmental impact and adopt policies and procedures to improve efficiency in areas such as water and energy consumption, waste reduction, and business travel.
- Monitor, control, and minimize emissions and pollution to air, soil, and water, including wastewater, waste pollution, and combustion products from their operations.
- Promote environmentally responsible practices within the scope of our industry, with an emphasis on digital solutions and data-driven decision-making.

To ensure a comprehensive and effective environmental management approach, we require our Suppliers to:

- Establish processes to assess the sufficiency of resources and qualifications assigned to their environmental programs.
- Implement processes to prevent damage from local ecosystems.
- Ensure the safe handling and appropriate disposal or recycling of waste.

BuildingMinds welcomes opportunities to collaborate with our Suppliers to reducing our collective environmental impact and preserve the environment for future generations. By working together, we can drive positive change within the real estate management industry and contribute to a more sustainable future.

### 3 Corruption & Fraud

BuildingMinds requires its Suppliers to have a zero-tolerance policy toward bribery and corruption. Therefore, Supplier shall provide a workplace free of bribery and corruption by complying with all applicable laws relating to bribery, money laundering and corruption. Supplier shall not engage in any form of extortion, money laundering or embezzlement. Supplier shall prohibit the exchange of anything of value (including money) to or from government officials or any other person (including BuildingMinds employees or any BuildingMinds representative) to influence actions or obtain an improper advantage. Supplier shall comply with the U.S. Foreign Corruption Practices Act, UK Bribery Act, as well as any similar state, local, territorial, federal, or national laws and regulations dealing with bribery of government officials or private persons.

Business decisions must be made on the basis of fair and objective criteria. Supplier is prohibited from directly or indirectly providing, soliciting, or accepting improper payments, gifts, bribes, kickbacks, entertainment, or other business gratuities from individuals that contradict BuildingMinds' zero-tolerance policy toward bribery and corruption. Supplier and its personnel shall not directly or indirectly provide any corporate hospitality (including meals & entertainment) or other benefit to, or at the request of, a BuildingMinds employee or members of their households in any situation in which it might influence, or appear to influence, an employee's decision in relation to Supplier. Only occasional gifts of nominal value without business obligations to Supplier, BuildingMinds, or our employees are acceptable.



Supplier shall refrain from and reject any involvement in fraudulent practices to the detriment of BuildingMinds or its customers and business partners. This involves collusion with disloyal employees to artificially increase invoice amounts and sharing of achieved illicit profits. Supplier must report any hints or requests to participate in such practices to BuildingMinds at <https://buildingminds.com/speakup>. For more information, please refer to Section 10.4 on Reporting Concerns.

## 4 Fair Competition

Supplier shall maintain a high standard of fair business and competition. Supplier shall not enter into any agreements with its competitors to set prices, restrict the availability of products, or allocate customers or markets.

## 5 Trade Sanctions & Export Control

BuildingMinds complies and requires all its Suppliers to identify and comply with applicable trade sanctions and export control laws, including but not limited to US, EU, Chinese and Swiss trade sanctions laws. Suppliers need to know the trade sanctions and export control laws applicable to them and to comply with them.

Supplier shall inform BuildingMinds without delay if (i) Supplier, its immediate owner or ultimate beneficial owner, or any director, officer or representative of Supplier is or becomes subject to international trade sanctions or restrictions, or (ii) Supplier becomes subject to a sanctions compliance investigation, or (iii) Supplier is or becomes aware that any of the products, software or technology it supplies to BuildingMinds is subject to any export controls or export license requirements. Supplier shall provide BuildingMinds upon request with all information related to the export-controlled product and its license requirements, where applicable.

In case some trade sanctions are in conflict with other trade sanctions or laws applicable to you (e.g. anti-sanction laws), our trade sanction and export control experts are pleased to support.

## 6 Conflicts of Interest

Supplier shall avoid any interaction with BuildingMinds personnel that may conflict, or appear to conflict, with the duty of BuildingMinds personnel to act in the best interests of BuildingMinds. Conflict of interest typically occurs when personal interests interfere with or appear to interfere with a Supplier's ability to perform the work/services without bias. Supplier shall disclose to BuildingMinds all conflicts of interest or situations giving the appearance of a conflict of interest in its engagement with BuildingMinds. Further, Supplier shall inform BuildingMinds if any BuildingMinds personnel or members of their family or relatives hold a material financial or other interest in vendor or supplier, holds a managerial position with vendor or supplier, or is directly or indirectly employed by vendor or supplier.



## 7 Intellectual Property and Confidentiality

Supplier shall hold BuildingMinds' business, financial and technical data as well as business correspondence confidential and not misappropriate BuildingMinds' or others' tangible or intellectual property. Technology and know-how must be transferred in a manner that protects intellectual property rights.

Supplier must use appropriate means to safeguard BuildingMinds information, internally and externally, so that Supplier's organization understands confidentiality requirements. Unless authorized by BuildingMinds in writing, Supplier is not entitled to publicize its cooperation with BuildingMinds or utilize BuildingMinds trademarks without the express prior written consent of BuildingMinds. If you are party to a non-disclosure or confidentiality agreement with BuildingMinds, that agreement is incorporated by reference and your obligations under that agreement are in addition to those set forth in this section.

## 8 Privacy, Personal Information and Data Security

Supplier shall maintain and adopt reasonable safeguards to secure personal data and confidential information of all with whom Supplier does business or otherwise interacts (e.g., other suppliers, customers, consumers, and employees), including BuildingMinds. Supplier must comply with all applicable privacy and information security laws and regulatory requirements, including as applicable the General Data Protection Regulation of the EU (GDPR), the Swiss Data Protection Act, the California Consumer Privacy Act (CCPA), and the Brazilian Lei Geral de Proteção de Dados (LGPD), and all other applicable federal, state, provincial, and local laws, statutes, regulations, rules, and ordinances of any country or jurisdiction relating to privacy, data protection, information security or data breach notification.

If Supplier believes or has reason to believe that any unauthorized destruction, loss, alteration of or access to personal data of BuildingMinds has occurred (a "Security Incident"), Supplier shall: (a) promptly notify us; (b) promptly, in consultation with us, start an investigation of the Security Incident and take all appropriate actions to remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident; (c) preserve all records and other evidence relating to the Security Incident; (d) provide us with a written report on the outcome of its investigation, including any risk to the personal data of BuildingMinds, the corrective action Supplier will take, or has taken, to respond to the Security Incident and such other information as we may reasonably request; and (e) provide us with satisfactory assurance that such Security Incident will not recur. BuildingMinds will not be restricted from disclosing the occurrence of a Security Incident to our customers, potential customers, employees, or governmental authorities.

## 9 Quality Assurance and Product Safety

In our commitment to uphold the highest standards of quality assurance and product safety, we expect our Suppliers to consistently demonstrate rigorous adherence to all applicable laws, regulations, and industry best practices, including relevant ISO and other internationally recognized standards.





Furthermore, Suppliers should also consider implementing standards that address other aspects of product safety and sustainability, such as ISO 14001 for environmental management. This includes ongoing monitoring, testing, and documentation of all relevant product safety and performance aspects.

Suppliers must be proactive in addressing any quality or safety concerns, promptly communicating and resolving any issues that may arise. We reserve the right to conduct periodic audits, assessments, and on-site inspections to verify the effectiveness of the supplier's quality assurance practices and product safety measures, including their compliance with relevant standards.

Our goal is to foster a collaborative partnership with Suppliers who share our dedication to delivering exceptional quality and safe products, thereby safeguarding the reputation and integrity of both our organizations. By adhering to these internationally recognized standards, we can work together to ensure the highest level of quality assurance and product safety for our customers.

## 10 Implementation and Management systems

Suppliers are recommended to establish appropriate management systems that include effective due diligence procedures to detect, prevent, and mitigate any adverse impacts related to corruption, human rights, labor rights, occupational health and safety, and the environment. This shall ensure compliance and facilitate continuous improvement on the requirements, also with Suppliers.

Suppliers must meet all relevant local and national regulations on the environment including the implementation of an effective environmental management system that supports identifying risks, measuring and monitoring performance, and driving continual improvements to mitigate or minimize environmental and social impacts in their operations. Where local laws are less stringent than BuildingMinds' policies and internationally recognized human rights and labor standards the vendors or suppliers shall seek to follow the higher standards where possible.

BuildingMinds will review and may terminate its business dealings with any vendors or suppliers who fail to adhere to these principles or violate in any way the terms of this Policy.

You and your company as Supplier acknowledge the importance of meeting or exceeding the requirements of this Policy and agree that it is an integral part of each and every contract between BuildingMinds and the Supplier. To the extent that the terms of this Policy conflict with any such contract, you will comply with the more stringent requirement.

### 10.1 Flow Down

Supplier shall ensure that its agents, contractors, vendors, suppliers, and business partners directly or indirectly engaged in the provision of products or services to BuildingMinds comply with this Policy.

### 10.2 Recording and Monitoring Compliance

Supplier is required to actively help BuildingMinds in achieving compliance with this Policy. Supplier shall create and maintain accurate books and records regarding the products and



services provided to BuildingMinds and Supplier's compliance with this Policy. Such records must be retained based on applicable retention requirements, including all company requirements, relevant laws, regulations, and guidelines (including the Foreign Corrupt Practices Act of the United States and similar laws and regulations in other relevant jurisdictions). Supplier shall make such records, and all relevant information and documents needed to verify Supplier's compliance with the Policy, available for review by BuildingMinds or its auditors upon request.

### 10.3 Commitment and Accountability

BuildingMinds will review and may terminate its business dealings with any Suppliers which fail to adhere to these principles or violate in any way the terms of this Policy.

### 10.4 Reporting of Concerns

Supplier shall inform BuildingMinds if Supplier becomes aware of any potential violation of this Policy, Reports, questions, or concerns with Supplier's compliance with this policy. In addition, reports can be made (anonymously, where permitted by local law) via the BuildingMinds Speak Up Hotline (<https://buildingminds.com/speakup>).

Supplier shall provide its personnel with adequate systems to raise their concerns and grievances. If permissible by applicable laws, these reporting systems must protect confidentiality and allow anonymity. Supplier shall not directly or indirectly retaliate against personnel who report misconduct or raise an ethical issue in good faith.

## Entire Policy and Interpretation

This Supplier Responsible Sourcing Policy supersedes and replaces any previous policies of BuildingMinds regarding its subject matter.

Headings are for reference purposes only and shall not in any manner affect the meaning, interpretation, or effect of any provision hereof. References to specific legal requirements in this policy are not intended to limit the general scope of Supplier's responsibility to comply with all applicable laws.

## Changes to this Policy

BuildingMinds reserves the right, at its sole discretion, to amend or modify this Policy at any time.

