



[As in effect on April 29, 2020]

## **STAG Industrial, Inc.**

### **Vendor Code of Conduct**

Corporate integrity, responsible product sourcing, and the safety and well-being of workers across the global supply chain are of paramount importance to STAG Industrial, Inc. (the “Company”). We have adopted this Vendor Code of Conduct (this “Code of Conduct”) to set forth the Company’s standards for fair and ethical business practices, safe labor conditions, respect for human rights and environmental stewardship as applicable to the vendors we engage in the course of our business. We believe that honoring and promoting fundamental human rights as well as environmental sustainability initiatives throughout our supply chain is consistent with our commitment to being a good corporate citizen and conducting our business in an honest and ethical manner.

#### **Adoption and Oversight**

Oversight of this Code of Conduct is the responsibility of the Nominating and Corporate Governance Committee. In furtherance of this responsibility, the Nominating and Corporate Governance Committee commissioned the formation of a management-level Corporate Responsibility Committee that is tasked with adopting corporate responsibility policies and practices and strategically implementing them into the Company’s business operations.

The Corporate Responsibility Committee adopted this Code of Conduct, effective April 29, 2020. This Code of Conduct is maintained by the Company’s General Counsel. Substantive revisions to this Code of Conduct may be approved by the Corporate Responsibility Committee, including the Company’s General Counsel, in conjunction with oversight by the Nominating and Corporate Governance Committee.

#### **Scope**

This Code of Conduct applies to all aspects of our business, and encompasses all manufacturers, distributors, vendors and other suppliers (each, a “Vendor,” and collectively, “Vendors”) that supply products and services to our business. Each Vendor is responsible for understanding and complying with the standards set out in this Code of Conduct (“Standards”) throughout its operations and throughout its entire supply chain. The provisions in this Code of Conduct supplement the terms of any agreement between us (or our affiliates) and each Vendor, and in no way alter or amend the terms of a pre-existing agreement with any Vendor. The Standards set forth in this Code of Conduct extend with the same force to suppliers, vendors, agents and subcontractors of Vendors (each, a “Partner,” and collectively, “Partners”), and we expect each Partner to likewise comply with this Code of Conduct.

#### **Standards**

The Standards are set forth below.

##### **1. Scope**

We expect Vendors to comply with the Standards in:

- all of their facilities; and
- all of their operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

## **2. Slavery and Human Trafficking**

As set forth in the Company's Human Rights Policy, we are committed to the protection of fundamental human rights and expect the same commitment from Vendors. We expect Vendors to ensure that all labor is voluntary and that they are not supporting or engaging slavery or human trafficking in any part of their supply chain. We expect that Vendors will not, and will ensure that their Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by children;
- bonded labor;
- indentured labor; or
- prison labor.

## **3. Documentation**

We expect that Vendors will:

- implement and maintain a reliable system to verify the eligibility of all workers, including:
  - age eligibility; and
  - legal status of foreign workers; and
- implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

## **4. Hazardous Work**

We expect that Vendors will not, and will ensure that their Partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of eighteen (18). Hazardous labor involves any work that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

## **5. Identification Papers**

We expect that Vendors will not require any worker to surrender control over original:

- identification papers or documents giving a foreign worker the right to work in the country;
- identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

## **6. Financial Obligations**

We expect that Vendors will not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt;
- make financial guarantees; or
- incur any other financial obligation.

## **7. Freedom of Movement**

We expect that Vendors will ensure that workers have the right to freedom of movement without delay or hindrance, or the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Worker freedom of movement rights include each worker's right to leave the facilities without retaliation:

- at the end of each workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

## **8. Freedom to Terminate Employment**

We expect that Vendors will allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

## **9. Compensation and Benefits**

We expect that Vendors will provide working conditions, wages, work hours, rights to collective bargaining and benefits that satisfy all applicable legal requirements. We encourage all Vendors to pay decent, living wages to their employees. We expect that Vendors will:

- provide proof of payment to workers showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;

- ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- maintain proper documentation of wage payments for their internal records.

## **10. Deductions**

We expect that Vendors will not make any deductions from wages, except income tax withholding and those that are legally allowed.

## **11. Work Hours**

We expect that Vendors will not require or allow workers to work more than the maximum legally permitted number of regularly paid and overtime hours worked per week.

## **12. Rest and Lunch Breaks**

We expect that Vendors will allow workers to take reasonable rest breaks, including bathroom breaks, and take reasonable lunch breaks.

## **13. No Discrimination, Abuse, or Harassment**

We expect that Vendors will not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job. We expect that Vendors will treat workers with respect and dignity. We expect that Vendors will not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. We encourage Vendors to adopt diversity and inclusion policies and practices of their own outlining their commitment to anti-violence, anti-discrimination and anti-harassment in the workplace.

## **14. Health and Safety**

We expect that Vendors will provide a safe, healthy and sanitary working environment. We expect that Vendors will implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in this Code of Conduct.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of facilities;
- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and

- documentation and recordkeeping.

We expect that Vendors will provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

## **15. Facilities**

We expect that Vendors will:

- ensure that all facilities meet all applicable building codes and industry design and construction standards;
- obtain and maintain all construction approvals required by law;
- obtain and maintain all zoning and use permits required by law;
- without limiting Vendor's obligations hereunder, ensure that all facilities have:
  - an adequate evacuation plan;
  - adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and enclosed stairwells;
  - a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;
  - visible and accurate evacuation maps posted in the local language;
  - adequate ventilation and air circulation;
  - adequate lighting;
  - adequate first aid kits and stations;
  - adequate fire safety, prevention, alarm, and suppression systems;
  - adequate access to potable water; and
  - adequate access to private toilet facilities; and
- post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Vendors provide dining facilities for their workers, we expect that Vendors will provide safe, healthy and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of this Code of Conduct. We expect that Vendors will obtain and maintain all food preparation permits and health certificates required by law.

## **16. Freedom of Association and Collective Bargaining**

We expect that Vendors will respect, and will not interfere with, the right of workers to decide whether to associate lawfully with groups of their choice, including the right to engage in collective bargaining.

## **17. Environmental Protection**

We expect that Vendors will operate their facilities in compliance with all environmental laws, including laws and international treaties relating to:

- waste disposal;
- emissions;
- discharges; and
- hazardous and toxic material handling.

We expect that Vendors will ensure that the goods that they manufacture (including the inputs and components that it incorporates into their goods) comply with all environmental laws and treaties. We expect that Vendors will ensure that they will only use packaging materials that comply with all environmental laws and treaties. The Company has adopted an Environmental Sustainability Policy that outlines its commitment to identifying and managing the environmental risks faced by the Company and its stakeholders. We encourage Vendors to adopt environmental sustainability initiatives of their own. We encourage Vendors and their Partners to continuously assess and reduce whenever possible, their energy consumption and carbon or greenhouse gas emissions (GHG), water usage, waste production and other negative environmental externalities in the course of running their business.

## **18. Illegal Behavior**

We encourage Vendors to report any illegal behavior, including threatened or potential illegal behavior, undertaken by any of our employees or affiliates as well as any Vendor providing products or services on our behalf or on behalf of one of our affiliates.

## **19. Gifts and Entertainment**

We expect that Vendors will maintain the highest ethical standards. We will not do business with any Vendor that offers cash, favors, gifts, or entertainment to any employee, officer or director or family member of an employee, officer or director or agent in violation of the Company's Code of Business Conduct and Ethics. We expect Vendors to comply with the U.S. Foreign Corrupt Practices Act, the Bank Bribery Act and any other anti-corruption laws, foreign or domestic, as applicable.

## **20. Confidential Information**

We require that Vendors maintain and adequately safeguard any confidential Company information that we share with Vendors and that they expressly prohibit any access, dissemination or disclosure of such information unless expressly authorized in writing. We require each Vendor, upon request, to demonstrate that they, and their Partners, maintain adequate data security, including cybersecurity and physical security, as well as documented internal mechanisms to safeguard confidential

Company information. We expect that Vendors will monitor their Partners to ensure compliance with these agreements, and promptly alert us to any instances of noncompliance.

**21. Compliance with Laws**

Vendor will comply with all applicable national and local laws and regulations, including laws and regulations relating to all the standards described in this Code of Conduct. Where this Code of Conduct requires Vendor to meet a higher standard than set out by law or regulation, we expect that Vendor will seek to meet such higher standards.

**22. Questions or Violation Concerns**

If you are a Vendor, please contact the Company's General Counsel at [jsullivan@stagindustrial.com](mailto:jsullivan@stagindustrial.com) or (617) 936-1343 with any questions or concerns regarding any of the requirements set forth in this Code of Conduct or to report any suspected violations or questionable behavior.