

# RESPONSIBLE PROCUREMENT PRINCIPLES

These Responsible Procurement Principles set forth the expectations of AvalonBay with respect to all suppliers with whom AvalonBay does business. These principles apply to AvalonBay's direct suppliers and any of their subsidiaries, affiliates or other related entities involved in the provision of services or products to AvalonBay ("Suppliers"), including Supplier's subcontractors, suppliers and agents as well as their employees (collectively, Indirect Suppliers"). AvalonBay expects Suppliers to work with their Indirect Suppliers to ensure that Indirect Suppliers make a good faith effort to meet these principles. Any reference in this document to Supplier applies equally to Indirect Suppliers.

AvalonBay expects Suppliers to maintain and keep current, and to cause Indirect Suppliers to maintain and keep current, appropriate management policies, procedures and controls whose scope aligns to and supports these Responsible Procurement Principles (sometimes referred to as "Principles"). Each of these Principles are of individual importance and will be weighted equally in determining whether to engage Supplier to provide product and/or services on an ongoing basis.

## 1 - HUMAN RIGHTS

AvalonBay expects each of its Suppliers and its Indirect Suppliers to support and respect the protection of human rights and to ensure that it is not complicit in human rights abuses, including:

**1.1 - Harassment, Harsh or Inhumane Treatment:** Supplier shall create and maintain an environment that treats all employees with dignity and respect and Supplier will not engage in any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse in the conduct of its business. No harsh or inhumane treatment, coercion or corporal punishment of any kind is to be tolerated by Supplier in the conduct of its business, including its business with the Indirect Suppliers.

**1.2 - Health and Safety:** Supplier shall follow all applicable laws, regulations and other governmental directives in the country in which it operates or any other location where production or work is under taken to ensure a safe and healthy workplace for all personnel, including the personnel of Indirect Suppliers. At a minimum, Suppliers should implement recognized workplace systems, procedures and controls for the health and safety of all personnel in compliance with nationally-recognized standards.

**1.3 - Freedom of Association and Collective Bargaining:** Supplier shall recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with state and federal laws, without fear of harassment, intimidation, penalty or reprisal.

**1.4 - Forced Labor:** Supplier shall not use any forced, bonded or indentured labor or involuntary prison labor. All work, including overtime work, will be voluntary and workers should be free to terminate their employment. Suppliers will not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

**1.5 - Child Labor:** Supplier shall, at a minimum, not engage in any practice of child labor. The minimum admission to employment or work shall not be less than the greater of the age of: (i) completion of compulsory schooling; or (ii) the age the local law of the country designates for lawful employment. Additionally, all young workers must be protected from performing any work that is deemed by law or societal convention to be harmful to the child's physical or mental health or moral development. All Suppliers must comply with all laws and regulations governing child labor and apprenticeship programs.

**1.6 - Wages, Benefits, Working Hours:** Supplier shall comply with all applicable state and federal wage and hour laws and regulations, including those relating to minimum wages, overtime hours, piece rates and other elements of compensation, and provide legally mandated benefits.

## 2 – ENVIRONMENT

AvalonBay expects each of its Suppliers and its Indirect Suppliers to minimize their impact on the environment. This includes:

**2.1 – Pollution:** Supplier shall investigate possible sources of known air, land, and water pollutants and to implement controls to prevent pollutant release in excess of environmentally prudent limits as dictated by local law and generally accepted environmental conservation standards.

**2.2 – Waste:** Supplier shall establish and maintain controls designed to minimize the impact of waste throughout the supply chain, including as relates to production and packaging of waste and end of life treatment of products, encouraging recycling and reuse at all stages.

**2.3 – Hazardous Materials:** Supplier shall establish and maintain controls to eliminate hazardous substances and materials from products and services, and will promote the use of suitable alternatives, whenever practicable. Where substitution is not possible, Suppliers will distribute information on product hazardous substances as well as appropriate handling instructions for safe end of life treatment and disposal.

## 3- VENDOR CODE OF CONDUCT

AvalonBay Communities, Inc., its subsidiaries and affiliates (collectively, "AvalonBay") requires all contractors, vendors, and suppliers, as well as their respective employees, officers, and directors (collectively, "Vendors"), involved in the provision of services or products to AvalonBay, to comply, without exception, with this Vendor Code of Conduct (this "Code"). In addition, Vendors shall inform any of Vendors' subcontractors, or lower-tier suppliers or vendors, of this Code and obtain from any such indirect vendors an agreement to be bound by its terms.

Vendors shall conduct their business interactions and activities in accordance with both the letter and spirit of AvalonBay's commitment to integrity embodied in this Code and their obligations under their agreements with AvalonBay. The following specific requirements apply to all Vendors:

**3.1 - Accuracy, Reporting and Record Keeping:** Vendors must honestly and accurately record and report all information and create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.

**3.2- AvalonBay Assets and Information:** Vendors must safeguard and responsibly use the physical assets and confidential information of AvalonBay.

**3.3- Bribes and Kickbacks:** Vendors must never offer a bribe, kickback, bartering arrangement, goods, services, any other incentive, etc. to an employee, officer or director of AvalonBay (collectively, an “Associate”) in order to obtain or retain AvalonBay’s business.

**3.4- Gifts and Entertainment:** Vendors must limit gifts and entertainment to an Associate to customary social or business amenities that do not place, or appear to place, the employee under an obligation to, or under the influence of, a Vendor. Any gift must have a value of less than \$100. Any gift or entertainment that may compromise an Associate’s judgment or business decision is forbidden. Cash, gift certificates, or other monetary instruments are prohibited and are not considered customary gifts. Any gifts and entertainment given or received must be in compliance with all applicable laws.

**3.5- Conflicts of Interest:** Vendors must avoid the appearance of or actual improprieties and/or conflicts of interests.

**3.6- Insider Trading:** Vendors must avoid insider trading by not buying or selling AvalonBay’s stock when in possession of information about AvalonBay or another company that is not available to the investing public and that could influence an investor’s decision to buy or sell stock in AvalonBay.

**3.7- Involvement with Vendors:** Associates may not directly conduct personal business with any Vendor and may not conduct personal business with Vendors whose pricing is subject to negotiation. An Associate may not hire a Vendor to perform personal work even if the Associate is paying fair value for it.

It is the Vendor’s responsibility to ensure they understand and comply with this Code and to inform AvalonBay if a situation develops that causes the Vendor to operate in violation of this Code. Vendors are expected to self-monitor their compliance with this Code. AvalonBay may require the immediate removal of any Vendor who behaves in a manner that is unlawful or inconsistent with this Code.

To confidentially report a questionable behavior or possible violation of this Code, Vendors are encouraged to work with their primary AvalonBay contact for resolution. However, AvalonBay recognizes that there may be times when this is not possible or appropriate. In such instances, please contact any of the following:

1. Call the AvalonBay EthicsPoint Hot Line at 1-866-292-2076, or go to [www.avalonbayhotline.com](http://www.avalonbayhotline.com).
2. Contact AvalonBay’s Internal Audit department at [InternalAudit@avalonbay.com](mailto:InternalAudit@avalonbay.com).
3. Send a letter to: AvalonBay Communities, Inc., Attention: Internal Audit, at 671 N. Glebe Road, Suite 800, Arlington, VA 22203.

AvalonBay will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation of this Code.