

## **Supplier Code of Conduct (“SCC”)**

In support of Buyer’s ongoing commitment to high standards of service, product quality and integrity, Supplier confirms that it (and any authorized subcontractors under this Agreement) abide and will continue to abide by the following minimum standards:

### **1) Forced Labour**

- Supplier will not use forced, coerced, bonded, indentured or involuntary labour in providing goods or services to Buyer.

### **2) Child Labour**

- Supplier will not employ any person aged below the applicable local legal minimum employment age.

### **3) Health and Safety**

- Supplier is expected to comply with all applicable health and safety laws, regulations and its internal standards.
- Supplier’s health and safety standards will include: reasonable access to potable water and sanitary facilities, fire safety equipment, emergency preparedness and response training and materials, industrial hygiene materials, adequate and safe work environments including with respect to lighting, ventilation, and machine safeguarding.
- Supplier will maintain health and safety standards designed to avoid work-related injury and illness, and to promote the general health and wellbeing of employees.

### **4) Employment Practices**

- Supplier shall comply with all applicable employment and labour laws as well as all other statutes regulating the employer-employee relationship and the workplace environment.
- Supplier shall foster a work environment in which all individuals are treated with respect and dignity in a business-like atmosphere that promotes equal employment opportunities and prohibits discriminatory practices and where their employees conduct themselves with honesty and integrity.
- No employee of Supplier will be subject to any physical, sexual, psychological or verbal harassment or abuse, or will there be any threat of same.
- Supplier will pay each employee at least the applicable legal minimum wage and benefits.
- Employees of Supplier will be compensated for overtime in compliance with applicable laws and will only work hours within legal working hour limits.

- Employees of Supplier will be granted their allotted leave and sick leave without any repercussions (or threats of same).

## **5) Discrimination / Human Rights**

- Supplier will not discriminate on the basis of race, colour, national origin, age, gender, gender identity, sexual orientation, marital status, pregnancy, breastfeeding, religion, disability or other similar characteristics, including in its decisions to hire, promote, discipline, lay-off, dismiss or in the management of its relationships.
- Supplier shall ensure that none of its employees will be subjected to any physical, sexual, psychological or verbal harassment or abuse in the workplace, nor shall there be any threat of same.
- Supplier will respect its employees' rights to choose whether to be represented by third parties and whether to bargain collectively pursuant to applicable laws. Harassment, intimidation, penalties, interference or reprisals will not be imposed (or threatened) upon employees in relations to such activities.

## **6) Exploitation**

- Buyer has a zero-tolerance policy with respect to any exploitation of persons, whatever the form, including sexual exploitation, slavery, coerced labour and the like. Supplier will support this policy and ensure that its business practices do not compromise this policy in any manner.

## **7) Ethics**

- Supplier commits to conducting its business in an ethical manner. All forms of corruption, extortion, fraud and bribery are prohibited.
- Supplier will disclose to Buyer any situation of a potential conflict of interest. Supplier will also disclose to Buyer information about any of Buyer's employees having a material interest of any kind in Supplier's business or any other kind of economic ties with Supplier.

## **8) Environment**

- Supplier will (a) have in place an effective environmental management plan which includes measuring and reporting on its environmental impact; (b) seek to reduce any adverse impact of its operations upon the environment; and (c) where appropriate, demonstrate and promote environmental stewardship.
- Supplier will conduct its business and affairs in a prudent and responsible manner and with all due care and due diligence with respect to environmental matters, especially concerning the following:
  - Hazardous substances;
  - Wastewater and solid waste emissions;
  - Air emissions;
  - Environmental permits and reporting; and
  - Pollution prevention and resource reduction.

- Supplier should strive to utilize life cycle analysis to minimize the environmental impact of a product or service during its entire life. Innovative developments in products and services that offer environmental and social benefits are encouraged.

#### **9) Subcontractors and other Service Providers**

- If Supplier is entitled to retain subcontractors under this Agreement, Supplier will ensure that the subcontractor also abides by this SCC. This requirement will be integrated into Supplier's business processes for the selection, management, retention and performance of subcontractors and other suppliers to Supplier.

#### **10) Documentation and Inspection**

- Supplier will maintain records of all relevant documentation necessary to demonstrate compliance with this SCC and related laws and regulations.
- Supplier will comply with any Buyer request that it provide all necessary documentation available to Buyer's designated auditor as evidence of compliance with this SCC.
- Supplier will allow Buyer reasonable access to Supplier's premises in order to review and audit, among others, Supplier's books for transactions involving Buyer's business, Supplier's security procedures and Supplier's environmental performance.

#### **11) Updates**

- Buyer may, from time to time, by providing notice to Supplier, amend, supplement or otherwise update this Supplier Code of Conduct.
- No later than 30 days following receipt of such notice, Supplier shall forthwith advise Buyer in the event Supplier is or will be unable, despite reasonable measures, to comply with any such amendment, supplement or update and providing sufficient explanation relating to such inability, following which the parties shall enter into good faith discussions in an attempt to resolve the matter. In the event Supplier does not so notify Buyer, Supplier shall be deemed to have accepted such amendment, supplement or update.