



**Supplier Code  
of Conduct**

## VALUES THAT GUIDE US

Our values are the essence of our company's identity. They represent how we act, speak and behave together, and how we engage with our clients and stakeholders.

### Safety

We put safety at the heart of everything we do, if it has the potential to harm people or the environment we don't do it. We watch out for the safety of our employees, partners, clients and all project / community stakeholders.

### Collaboration

We work hard to shape a strong future for our employees, clients, vendors, indigenous communities, and project stakeholders. We believe that working together we can achieve amazing outcomes for everyone involved.

### Curiosity

Our team is always asking how can we make tomorrow better today, through sharing knowledge and supporting each others creativity we are able to make tomorrows world more sustainable through innovation, collaboration, and out of the box thinking.

### Integrity

We do what we say we'll do and approach our responsibilities by being open, honest, respectful, and transparent.

## MESSAGE FROM OUR FOUNDER



At Disruptive, acting with integrity means making the right choices and holding ourselves to the highest standard of ethical behavior. Maintaining a reputation of integrity depends on the actions of everyone in the organization, as well as the clients and third parties we decide to partner with.

We are committed to promoting our core values Safety, Collaboration, Curiosity and Integrity in respect of human rights, labour, environmental and anti-corruption practices.

With that commitment, we expect our employees, management, suppliers, subcontractors and representatives, as well as anyone working for them or act on their behalf (including their employees, consultants, suppliers and representatives) to adhere to and share the principles expressed on the Code of Conduct.

This document sets the standards of how to work for or act on behalf of Disruptive and summarizes our governing principles. We expect you to never compromise on integrity, always comply with this Supplier Code of Conduct and with all applicable laws and regulations, and refrain from any actions (or inaction) that would jeopardize your or Disruptive's integrity.

You are a key partner to us and your commitment is paramount to our shared success. Thank you for being engaged in our values and in fostering a culture of integrity.

*Cody E. Jackson*

**Cody Jackson**  
Director of Operational Strategy

# Supplier Code of Conduct

## Introduction

At Disruptive, we help our clients reduce their impact on the environment and maintain compliance. To assist us with these tasks we work with Suppliers who strive to be leaders in their industries; are willing to uphold our core values of safety, collaboration, curiosity, and integrity; adhere to our fundamental policies and procedures and this Supplier Code of Conduct; and share our commitment to the highest standard of business conduct.

This Code outlines Disruptive's requirements regarding the ethical standards and business conduct of its Suppliers.

In all their activities, our Suppliers must conduct business in full compliance with the ethical standards set out in this Code, as well as the letter and intents of all laws, rules and regulations of the countries in which they operate, or generally accepted international standards. In particular, Suppliers must comply with laws and standards related to health and safety, environment, fair labor practices (e.g. conventions defined by the International Labor Organization), human rights (including prohibitions on human trafficking and any form of forced labor), bribery and corruption, money laundering, terrorist financing, facilitation of tax evasion and other prohibited business practices as well as government sanctions. Suppliers are encouraged to go beyond legal compliance, in order to advance social and environmental responsibilities. When the country's laws and international standards address the same issues, we expect the highest standards to be applied.

Suppliers are also required to take all reasonable measures to ensure they respect, uphold, and communicate this Code across their business and within their own supply chains.

## Health and Safety

Achieving industry leading safety performance has been and continues to be Disruptive's priority. Our commitment to safety is based on caring for our employees, our contractors, the communities where we work and live, and the environment. Our target is to achieve zero incidents and to foster a culture in which safety is everyone's responsibility, continuous improvement is required, hazards are controlled, and our commitment to caring extends beyond the workday

We require our Suppliers to operate in alignment with our commitment to safety and to do their part to help us achieve best-in-class safety performance.

## Environment

Disruptive is committed to protection and steward of the environment. We require our Supplier to comply with all applicable laws and regulations; Disruptive environmental policies and guidelines as a condition of conducting business with and on behalf of Disruptive.

## Labor and Human Rights

Disruptive believes that everyone deserves to be treated fairly, honestly, and with dignity. We do not condone any form of harassment, discrimination, or inappropriate actions or language of any kind. Suppliers must conduct all their operations in a socially responsible, non-discriminatory manner and in



full compliance with all applicable laws. Suppliers must respect the human rights of workers and treat them with dignity and respect and understood by the international community.

### **Employment Practices**

Suppliers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities.

Suppliers shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. All work must be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government issued identification, passports, or work permits as a condition of employment.

Suppliers shall ensure that third-party agencies providing workers are compliant with the provisions of this Code and the laws of the sending and receiving countries, whichever is more stringent in its protection of workers. Suppliers shall ensure that contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the worker.

### **Child Labor**

The acceptable minimum age for employees is 15 years. As far as necessary and only if national law permits, children under the age of 15 are allowed to carry out light work that does not interfere with compulsory schooling. Employees under the age of 18 years are not to be involved in night work or work that is hazardous or likely to have a negative impact on the employee's physical or mental development.

### **Equal Opportunity Rights (Adopt Non-Discriminatory Practices)**

We require our Suppliers to provide a workplace that is inclusive and free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership, or civil status in hiring and employment practices such as promotions, rewards, and access to training.

### **Wages and Benefits**

Suppliers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Where no wage law exists, workers must be paid at least the minimum local industry standard.

### **Social Performance**

Disruptive believes in supporting and investing in the communities where our employees live and work. As a part of our continuing commitment in these communities, we encourage Suppliers to promote development of sub-suppliers through capacity building by developing and strengthening skills and



abilities and providing resources that communities, organizations, and people need. This approach both stimulates local economic development and creates long-lasting benefits to communities.

## **Supplier Diversity and Indigenous Peoples**

We recognize that a strong, diverse supplier community is essential to economic vitality, and we seek opportunities to conduct business with competitive, diverse suppliers and Indigenous businesses. This provides economic impact and supports the communities in which we live and work.

Disruptive Energy defines a “Diverse” supplier as a Supplier that is at least fifty-one percent (51%) owned, managed, and controlled by a diverse person or group with U.S. or Canadian citizenship, and certified by a nationally- or regionally-recognized third party as one or more of these classifications: minority-owned, woman-owned, LGBTQ-owned, disability-owned, veteran-owned, and/or small business suppliers. Supplier diversity encourages the use of diverse suppliers and Indigenous businesses throughout the supply chain, providing an equal opportunity for qualified companies to earn Disruptive business.

We encourage Suppliers to work cooperatively with Disruptive identified diverse suppliers and to develop and utilize diverse suppliers of their own while performing work on our behalf.

Suppliers may be required to report to Disruptive on a regular basis the amount of spend with qualified diverse companies that can be contributed as part of purchases made by Disruptive.

## **Responsible business behavior**

### **Business Integrity**

We require our Suppliers to maintain the highest standards of corporate ethics and integrity and to comply with all applicable federal, provincial, state, and local laws, regulations, and procedures. Any form of bribery, corruption, extortion, embezzlement, money laundering, terrorist financing, facilitation of tax evasion, fraud or falsifications is prohibited.

### **Timely, Accurate and Complete Business Records**

Suppliers are required to maintain reasonable, complete and accurate books and records, including producing timely, accurate, and complete business records for all Disruptive transactions. This includes preparing accurate invoices and other financial records that are in accordance with professional accounting standards, applicable legal requirements and contractual terms and obligations. When submitting business records to Disruptive, compliance with reporting standards as set by regional regulators must also be taken into account.

Suppliers must create, retain, and dispose of business records in full accordance with applicable legal and contractual requirements. Disruptive reserves the right from time to time to monitor Supplier records as they pertain to work being performed for Disruptive.

### **Conflict of Interest**

A conflict of interest exists any time there is a conflict between a personal interest (financial or otherwise) and the interests of Disruptive. Suppliers, their employees, or their families cannot receive improper



benefits through the relationship with Disruptive or allow other activities to interfere with acting in the best interests of Disruptive. A conflict may arise with Suppliers that employ or are partially or fully controlled by an Disruptive employee or family member.

All and any conflict of interest in any business dealing with Disruptive, of which the Supplier is aware, must be declared to Disruptive to allow Disruptive the opportunity to take appropriate action.

### **No Improper Advantage**

Suppliers shall not offer or solicit any gifts, gratuities, entertainment, payments of cash, loans, or any other kind of undue favor or use other inappropriate means of influence, or appear to influence, a business decision or gain competitive advantage.

### **Sanctions and Embargoes**

International trade laws prohibit or restrict trade with certain countries that are subject to embargoes or sanctions, as well as with certain individuals and organizations (e.g., entities that have ties to actual or suspected terrorists or drug traffickers).

All and any instances of the Supplier, its affiliates or any of their directors, officers or employees appearing on an individual, organizational or country sanction or embargo list must be declared to Disruptive to allow Disruptive the opportunity to take appropriate action prior to entering into and during any business transaction that involves Disruptive.

### **Confidentiality and Privacy**

Unless disclosure is authorized or legally mandated (for example by court order), we require our Suppliers to protect the confidentiality of employee and customer information in compliance with applicable privacy legislation, irrespective of whether the information and data was provided by the employee or customer or was created by the Supplier. Suppliers should consider all non-public information to be confidential. Buying and selling securities based on material non-public information, as well as sharing non-public information is prohibited and could result in serious civil and criminal penalties.

### **Third Party Risk Management**

We require Suppliers to have a third-party risk management program in place for onboarding and monitoring their suppliers to mitigate third-party risk in relation to sanctions, anti-bribery & anti-corruption, human rights and fair labor standards, data protection laws and adherence to privacy & cybersecurity best practices. Suppliers must implement a risk-based approach, conducting due diligence in respect of, and imposing controls, including contractual obligations, in respect of those of their suppliers that present a risk of non-compliance with the law, ethical standards or this Code. In supplying Disruptive with materials, goods or services, we require that our Suppliers not use third parties that are known to violate the standards set out in this Code.

### **Fair Competition and Anti-Trust Legislation**

We require our Suppliers to comply with all applicable Canadian, United States, or other foreign competition and antitrust legislation.



## **Competitive Protocol**

Disruptive requires all Suppliers to engage in the highest ethical standards during the sourcing process. Any competitive bidding related initiative, including the Request for Proposal (RFP), Request for Information (RFI) or Request for Quotes (RFQ), (“RFX”) is both confidential and proprietary to Disruptive. Suppliers must not reference the initiative in any publicity without prior written consent from Disruptive.

The point of contact stated in the RFX is the sole point of contact for any matter related to the RFX. Suppliers must not contact any other person at Disruptive regarding that specific initiative, nor should the RFX be discussed with any other Disruptive employee.

Suppliers must refrain from discussing or disclosing their pricing, costs, and any other contract terms with their competitors at any time and especially during a competitive bidding process and an active contract term.

## **Product Safety and Quality**

Suppliers will meet or exceed applicable laws and regulations as well as contractually agreed quality requirements that meet Disruptive’s needs, perform as warranted, and are safe for their intended use. Suppliers must develop and maintain processes to detect counterfeit parts and materials and exclude them from products that Disruptive purchases.

## **Disruptive Resources**

Disruptive’s resources include, among other things, property, assets, intellectual property, and confidential information.

Suppliers are responsible for safeguarding our resources used in the course of performing their work and must make every effort to protect all our resources. These resources must only be used for legitimate business purposes to advance the interests of Disruptive. The personal use of Disruptive resources without prior written permission is prohibited.

The intellectual property rights of Disruptive and third parties with whom we work must be honored at all times. Suppliers are obligated to inform Disruptive of any situation that may constitute a violation of our property rights.

## **Brand and Trademarks**

We require Suppliers who interact with our customers to conduct themselves at all times in ways that reinforce and strengthen the Disruptive brand.

Supplier’s use of Disruptive’s brand is not permitted without express written permission of the Public Affairs and Communications department at Disruptive. Under no circumstances are third parties allowed to display the brand of Disruptive or any of its affiliated businesses.



## **Reporting**

Suppliers, their employees, or their sub-suppliers must report any fraudulent financial reporting, misappropriation of assets, corruption and other fraud-related malfeasance, illegal activity, fiscal waste or abuse, or other suspected violations of this Supplier Code of Conduct by any party. To report suspected misconduct or violations of this Code, contact Disruptive Management at [info@disruptiveenergy.ca](mailto:info@disruptiveenergy.ca).

## **Management System**

We require our Suppliers to have in place the appropriate control measures in their own operations and across their supply chain to monitor compliance with this Code and to promptly correct any non-compliance. Suppliers shall maintain policies and practices to allow violations, misconduct, or grievances to be reported by workers and addressed without fear of retaliation.

## **Questions**

We encourage Suppliers or individuals with concerns or questions about this Code to discuss them with their Disruptive representative or to contact us at [info@disruptiveenergy.ca](mailto:info@disruptiveenergy.ca)

