



## **Supplier Code of Conduct**

**The use of “Plus Company” or “the Corporation” herein refers to Plus Company International Inc. and its divisions and affiliates in Canada, the United States, the United Kingdom and elsewhere in the world.**

The Supplier Code of Conduct (hereinafter, the “Code”) applies to all the Corporation’s suppliers. It sets out the Corporation’s expectations with respect to the suppliers it does business with, as well as their subcontractors. Business relations include any and all ties and exchanges between the Corporation and its suppliers or potential suppliers, whether they are contractual or not.

This Code is an integral part of the contractual documents binding Plus Company suppliers. Any supplier who contracts with the Corporation agrees to comply with this Code. Indicatively, the Corporation expects that its suppliers shall provide all concerned employees with a copy of this Code.

### **1- Ethical values**

The fundamental values of Plus Company are respect, sincerity, honesty and openness to diversity. The Corporation firmly believes such values are key to nurturing a teamwork environment that leads to a spectacular product and to encouraging members of the organization to fully develop their potential along the way. The Corporation therefore asks its suppliers to respect its values.

### **2- Compliance with laws and professional codes**

Suppliers are required to comply with all applicable federal, provincial, state and local laws, as well as the laws of foreign countries, in the conduct of its business. Please remember that compliance with the law means not only following the letter of the law, but also conducting business so that the Corporation will maintain its reputation of integrity and honesty in carrying out its business activities worldwide. In addition, suppliers regulated by professional codes of practice, conduct or ethics shall comply therewith.

### **3- Confidentiality**

During the course of working for the Corporation and thereafter, suppliers shall maintain in the strictest of confidence and not, directly or indirectly, disclose to others or use (unless required by the good faith execution of its duties towards the Corporation) information or materials that are: (a) proprietary to the Corporation or one of its clients; (b) designated or considered confidential by the Corporation or one of its clients; or (c) not generally known or available to non-Corporation or non-client personnel. Any and all such information and/or materials are deemed “Confidential Information” for these purposes. Confidential Information includes, without limitation, client lists, client names, client contracts, and other client-related information, technical notebooks, technical notes, and all confidential data of any kind, nature or description concerning any matters affecting or relating to Corporation business, a Corporation affiliate, or a Corporation client. Suppliers also

agree that the Confidential Information is an important, material and confidential trade secret that affects the successful conduct of the Corporation's business and goodwill, and that the Confidential Information shall remain the exclusive property of the Corporation.

In addition, suppliers may not speak in the name of the Corporation or its clients with any third party or discuss the business relationship it has with the Corporation or its clients with any third party, or the disclose the fact that it has a business relationship with the Corporation or its clients to any third party without the prior written approval of the Corporation and its relevant client.

#### **4- Information Security**

Confidential and proprietary information or others, including personal data, must be protected from unauthorized or unlawful processing, access, destruction, use, modification and disclosure, and against accidental loss or destruction, or damage through appropriate technical and organizational measures including physical and electronic security procedures. Supplier is also expected to take the necessary information security measures, for both computer systems and portable electronic devices, to protect against malware and unauthorized disclosure of any proprietary information. Supplier is responsible for tracking new data privacy laws and modifications to current laws.

#### **5- Conflicts of interest**

Suppliers must avoid placing themselves in situations where their interest may be in conflict, or could reasonably be expected to create a conflict, with those of Plus Company. All business decisions must be made solely in the best interests of Plus Company and its client, based on sound business judgment. If a situation constituting a conflict of interest, or that could constitute a conflict of interest, is encountered, the matter should be discussed with the Corporation's Global General Counsel, for an assessment as to whether conflict-of-interest concerns are present and how to resolve them. It is prohibited to make payments or offer benefits of any kind to an employee of Plus Company in order to influence the performance of his duties or functions; or to induce his or her position to influence any acts or decisions for obtaining a contract.

#### **6- Gifts and entertainment**

Plus Company and its employees do not accept any improper gifts, monetary or otherwise, from a supplier, potential supplier or any other organization or individual that does business or seeks to do business with the Corporation (whether directly or through a client), or is otherwise in a position to influence business decisions. An improper gift may include anything of value offered in an attempt to influence our business judgment. Whether a gift is improper or inappropriate may vary depending on the circumstances and the geographic location, it is therefore appropriate to refer to the Corporation's Global General Counsel. Accepting gifts, favours or payments of any sort, either directly or indirectly, which are intended (or appear) to bribe or illegally influence business decisions or create a personal obligation that is inconsistent with an arm's length business relationship are not permitted. Similarly, it is forbidden for the Corporation to offer any gift or invitation deemed unreasonable.

## **7- Collusion and corruption**

Any act or involvement in an act of collusion, conspiracy, extortion, embezzlement, bribery, agreement or arrangement concerning price fixing with other suppliers, or that are intended to reduce competition or obtain an unfair or improper advantage on the Corporation's behalf or any arrangement that might prevent the normal course of business between the Corporation and its suppliers, including any form of corruption, passive or active, extortion, bribe, personal gain, bid-rigging, influence-peddling, use of confidential information, mismanagement or falsification, are proscribed and prohibited.

This prohibition extends to payments and gifts of cash or in kind, made directly or through others and includes a prohibition on facilitation payments intended to expedite or secure performance of a routine governmental action such as obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Supplier shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Corruption of Foreign Public Officials Act (Canada), the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and applicable international anti-corruption conventions.

## **8- Health and safety**

Supplier shall provide and maintain a safe work environment and integrate sound health and safety management practices into its business.

Supplier shall obtain, keep current, and comply with all required laws, regulations, health and safety permits, licences and consents.

## **9- Discrimination and harassment**

Suppliers must commit to providing a safe, orderly, diverse and tolerant work environment that is free of any harassment or discrimination. Harassment, discrimination or offensive behaviour of any kind, which includes the persistent demeaning of individuals through words or actions, or the display or distribution of offensive material, will not be tolerated. To maintain the desired work environment, we must grant others the same respect, cooperation and dignity that we expect from them.

## **10- Equity, diversity and inclusion**

Supplier must commit to providing equal employment opportunities to all its employees and job applicants, without regard to race, color, religion, sex, ethnic or national origin, age, disability, marital status, political belief, social condition, language, sexual orientation, gender identity or expression, pregnancy or any other basis prohibited by applicable law.

## **11- Underage workers**

Supplier shall ensure that no underage worker is used in the production or distribution of its goods or services. Supplier shall only employ workers who meet the applicable legal minimum working age.

## **12- Prevention of Modern Slavery and Human Trafficking**

Supplier shall take reasonable steps to ensure that modern slavery and human trafficking is not taking place in its supply chains or in any part of its business.

## **13- Environment**

Supplier shall develop, implement and maintain environmentally responsible business practices and carry out its operations with care for the environment and comply with all applicable environmental laws and regulations.

## **14- Whistleblowing**

Supplier shall have clear policies and procedures in place so that workers may report concerns about wrongdoing in their workplace without being victimized, dismissed or otherwise retaliated against.

## **15- Integrity of supplier information**

The Corporation requires its suppliers to honestly and accurately record and report business, employment, health and safety and financial information. Invoices and all supporting documents must fairly and accurately reflect each transaction made. No false, misleading or deliberately inaccurate documents will be tolerated for any reason.

## **16- Questions and non-compliance**

Anyone who has doubts as to whether they or anyone else is adhering to this Code, the matter can be discussed with the Global General Counsel, or by the external and confidential Ethics Report Line (see below):

Plus Company Americas Inc.  
Sandra Giguère, Global General Counsel  
300 Rue Saint-Paul, Suite 300, Quebec City (Quebec) G1K 7R1, Canada  
Email: [sandra.giguere@pluscompany.com](mailto:sandra.giguere@pluscompany.com)  
Phone: 418-806-7388

Ethics Report Line:  
Report by web hotline: [pluscompany.ethicspoint.com](http://pluscompany.ethicspoint.com)  
Report by phone: 1-855-850-4997

Failure to comply with this Code can have severe consequences for both the non-compliant suppliers and the Corporation. Plus Company will then be obliged to impose the appropriate disciplinary measures, up to and including termination of a contract/agreement or business relationship, for violating this Code.

**17- Additional information**

This Code does not cover every situation suppliers may face in their business relations with the Corporation, but this does not exempt them from upholding the spirit of this Code as well as the Corporation's values.