

# Impact Supplier Code of Conduct

At Impact, we believe that good working conditions lead to good business. We expect all Contractors and service providers to:

- Behave in a lawful and responsible manner.
- Protect the environment.
- Safeguard workers' occupational health and safety.

This Supplier Code of Conduct ("Code") applies to all Impact suppliers of materials, products, or services, including their subcontractors, agents, representatives, suppliers, third party consultants, regardless of the materials products or services they provide to Impact, including without limitation suppliers or vendors or raw materials, component parts, or professional services ("Suppliers").

This Code outlines the requirements and expectations that we have for Suppliers in our supply chain. As our Supplier, we expect that your organization will take all reasonable measures to comply with and abide by the elements outlined within our Code.

## Ethical Business Practices

Every day we come to work with an unwavering focus on operating our business in a fair and ethical manner. We aim to set the standard for business integrity. We expect the same from our Suppliers.

### Business Integrity

Impact strictly prohibits the receipt, offer or payment of bribes, kickbacks, facilitation payments, or exchange of anything of value (directly or indirectly) intended to advance Impact's business interests or provide undue or improper advantages for Impact or you.

### Fraud

We expect our Suppliers to act with integrity and honesty. Seeking to gain advantages of any kind by acting fraudulently, stealing, deceiving people or making false claims, or allowing anyone else to do so is prohibited.

### Conflicts of Interest

Suppliers must avoid all real, perceived or potential conflicts of interest. Suppliers are expected to promptly disclose their actual or potential conflicts of interest relating to their business activities as a Supplier.

### Confidential Information

Suppliers are expected to safeguard all Impact confidential and proprietary information, electronic data, intellectual property, know-how and technologies.

## **Respectful Treatment of Individuals**

We are committed to creating and cultivating an environment where all people are welcome, supported, and treated with respect.

### **Anti-Harassment, Anti-Violence and Anti-Discrimination**

We are committed to creating an equitable, diverse, and inclusive environment that promotes respectful behaviour free from discrimination based on race, ethnicity, religion, color, national origin, age, disability, sexual orientation, gender identity or expression, family status, marital status, and political affiliation as well as mental illness, socioeconomic status or background, or physical appearance. This includes, but is not limited to, hiring, promotion, access to training and development, layoffs, and supplier engagements.

Impact has a zero-tolerance policy for acts of discrimination, harassment or violence of any kind. Should Impact report any such act by an employee of your organization (whether by phone, email, or in-person/on-site), you are committed to swift and thorough investigation of such matters with prompt reporting back to Impact as to any corrective actions that will be taken, if required.

### **Labour Laws and Human Rights**

We are committed to compliance with human rights laws. We do not use or condone the use of child or involuntary labour and we denounce any degrading treatment of individuals or unsafe working conditions.

We expect all Suppliers to:

- Conduct business in compliance with all applicable labour and employment laws, including wages, overtime, vacation and other standards;
- Ensure there is no child labour, forced labour or exploitation (of any kind) within your organization or within any subcontractors who are supplying services to your organization; and
- Provide necessary accommodation for any associated health issues/problems or disabilities with any employee.

## **Health, Safety and Environment**

At Impact, we are committed to creating safer and more sustainable tomorrow.

### **Policy and Training**

Suppliers will provide their workers with a healthy work environment and take proactive measures to ensure their workers' safety.



Suppliers must ensure that working conditions for their employees are safe to avoid accidents, injuries and occupational illness, including providing training and a safe and healthy work environment (temperature, lighting, washroom facilities, fire regulations, etc.) in accordance with all applicable laws and regulations.

Suppliers' materials and products must meet regulatory quality and safety standards, in addition to our internal quality standards, policies, specifications, procedures, and contract requirements.

Suppliers' will ensure all their personnel that do business with Impact will be trained in all legally-required health and safety trainings prior to commencement of work with Impact.

### **Environment**

Suppliers are expected to conduct their operations in a way that minimizes the adverse effect on natural resources and protects the environment, customers and workers, and ensure their operations comply with all applicable laws related to air emissions, water discharge, toxic substances and hazardous disposal.

Suppliers should look to international, federal, provincial, and municipal environmental laws, rules, and regulations to guide their efforts at minimizing the emission, generation, discharge and disposal of hazardous materials and other waste.

Suppliers should take reasonable steps towards instituting recyclable practices and attempts to limit pollution, wastewater, etc.

### **Reporting Concerns**

We expect our Suppliers to promptly report to us all violations or suspected violations of this Code. Suppliers can contact [support@impact.ca](mailto:support@impact.ca) to report known or suspected misconduct or raise any ethical concerns.

We take this compliance Code very seriously and reserve the right to assess and monitor Suppliers' compliance with this Code. Violations by Suppliers of this Code may result in a review of our business relationship, up to and including termination of the relationship without notice, according to our respective contractual rights and applicable law.

As a Supplier to Impact, you agree to retain and properly secure documentation on the above elements and provide Impact (or a third party designated by Impact) with the right to audit such records or to visit your facility for inspection as reasonably requested by Impact. Suppliers may be requested to complete a self-assessment questionnaire in lieu of or in advance of such audit.

We reserve the right to amend this Code from time to time, at our sole discretion. We will provide your organization notice of any material amendments.