

## 1. OVERVIEW

Banff Centre recognizes the critical role of its Suppliers in maintaining ethical, sustainable, and socially responsible business practices throughout its supply chain. Banff Centre's Supplier Code of Conduct ("**Code of Conduct**") serves as the foundation for promoting ethical behaviour, environmental stewardship, social responsibility, and integrity within Banff Centre's supply chain.

This Code of Conduct is informed by the provisions of the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*. While this Code of Conduct reflects current standards and guidelines, it may be subject to future changes as policies and regulations evolve.

## 2. PURPOSE

The purposes of this Code of Conduct are to (a) establish minimum conduct standards for Suppliers, with the expectation that they will surpass industry benchmarks and best practices; (b) foster proactive engagement and collaboration between Banff Centre and its Suppliers to drive continuous improvement in ethical, social, and environmental performance; and (c) enhance transparency, accountability, and trust among all stakeholders involved in Banff Centre's procurement and supply chain process.

## 3. SCOPE

This Code of Conduct applies to all Suppliers. Suppliers should not limit themselves to the standards and expectations outlined in this Code of Conduct. These represent a minimum engagement threshold, and Suppliers are encouraged to exceed these standards according to their contractual agreements and specific issues relating to their sphere of activity.

## 4. PROCEDURE

4.1. **Adopt the Code of Conduct.** Suppliers are expected to fully embrace and adhere to the standards outlined in this Code of Conduct and to support and cooperate in the implementation and verification of this Code of Conduct by:

4.1.1. Informing their workers and subcontractors, both verbally and in writing, in a language they understand about the provisions of this Code of Conduct.

4.1.2. Implementing and communicating procedures that allow employees to confidentially and anonymously raise and address workplace grievances without fear of reprisal or retaliation.

4.1.2.1 Refraining from any disciplinary action, dismissal, or otherwise discriminating against any worker for providing information related to the observance of this Code of Conduct.

4.2. **Compliance and Remediation.** Banff Centre expects all its Suppliers to meet or exceed the standards set forth in the Code of Conduct. Banff Centre is committed to collaborating with Suppliers to enable compliance as needed, however in instances of non-compliance, Banff Centre reserves the right to implement corrective actions, which may include remediation measures or, if necessary, termination of the Supplier relationship.

Suppliers may not advertise or promote in any way that they are compliant with Banff Centre's Code of Conduct.

4.3. **Limited Exceptions.** In recognition of the fact that Banff Centre's Suppliers operate in a range of industries which may be governed by standards of conduct that differ from the Code of Conduct, Banff Centre may, at its sole discretion, and where permitted by applicable law, provide limited exceptions to the Code of Conduct where a Supplier provides written justification to support the need for an exception.

4.4. **Ethical and Behavioural Standards.** Suppliers shall at all times act with integrity and in an ethical manner, in accordance with applicable laws and regulations. Suppliers must abide by the following:

4.4.1. **Ensure fair wages** – Suppliers shall pay employees at least the minimum wages required by local laws and provide employees, where applicable, with a written accounting of hours worked, deductions and regular and overtime wages in a language understood by the worker.

4.4.2. **Ensure fair competition** – Suppliers shall take all necessary steps to ensure healthy competition amongst subcontractors and sub-suppliers. Suppliers shall not share terms and conditions, bidding strategies, or other information that restricts free and open competition among companies and individuals.

4.4.3. **Ensure occupational health and safety** – Suppliers shall comply with all applicable occupational health and safety laws and promote safe working practices for its employees. Where appropriate, Suppliers shall provide workers with adequate protective clothing and equipment to prevent, as far as can be reasonably practicable, adverse effects to health and safety.

4.4.4. **Conflicts of interest** – Suppliers shall declare to Banff Centre any actual or potential conflicts of interest that arise in the course of providing goods and services to Banff Centre. Where a conflict of interest arises, it must be evaluated and appropriate mitigating action must be taken.

4.4.5. **Avoidance of bribery and kickbacks** – Suppliers shall not engage in any form of bribery or otherwise provide benefits to Banff Centre’s employees or their family members in an attempt to influence or attain potential business opportunities with Banff Centre.

4.5. **Environmental Responsibility.** Suppliers shall operate in an environmentally responsible and resource-efficient manner in accordance with applicable legislation, regulations and best practices. Suppliers should, wherever possible, proactively undertake initiatives to promote greater environmental responsibility within their own organization to:

4.5.1. **Reduce greenhouse gas consumption** – Suppliers shall strive to reduce greenhouse gas emissions wherever possible. Suppliers should develop processes to monitor, measure and evaluate their emissions.

4.5.2. **Reduce waste** – Suppliers shall have appropriate provisions in place to ensure the safe handling, storage, reuse or management of waste, wastewater and air emissions that protects the wellbeing of human health and biodiversity.

4.5.3. **Promote biodiversity and responsible resource management** – Natural resources shall be used in an environmentally sustainable way including the avoidance of practices which contribute to deforestation and to refrain from conducting activity in areas that have high biodiversity value.

4.6. **Social Responsibility.** Suppliers shall at all times uphold the human rights of employees, communities and vulnerable populations. Suppliers must ensure the following:

4.6.1. **Human rights** – Suppliers are expected to comply with all applicable human rights laws and uphold the central principle of anti-discrimination set out by the Alberta Human Rights Act. Suppliers are also expected to adhere to Banff Centre’s Violence and Harassment Policy. Suppliers shall continuously support human rights and must ensure they are not willfully or passively compliant in human rights violations. Where human rights violations are discovered, Suppliers must notify Banff Centre and immediately seek to implement a substantive remedy. This notification is expected to be in writing and must include all information known at the time of discovery, along with the planned remediation.

4.6.2. **Prohibition of child labour** – Suppliers shall not engage Child Labour. Where a child worker must be displaced, adult family members should have the opportunity to assume the child’s position to maintain family livelihoods.

4.6.3. **Prohibit all forms of forced/involuntary/indentured labour** – Suppliers shall not engage Forced Labour. Suppliers shall not recruit or onboard employees in any way that contravenes applicable laws and regulations nor shall suppliers retain employees’ identity papers or passports.

4.6.4. **Freedom to associate** – Suppliers shall recognize and respect that workers in Canada have the right to form or join trade unions of their own choosing and to collectively bargain.

4.6.5. **Promote supplier diversity** – Suppliers shall engage socially and economically different categories of their suppliers and/or subcontractors through inclusive sourcing processes that promote equal opportunities. Suppliers should also encourage the same principles within their human resources in the recruitment and promotion of staff.

## 5. DEFINITIONS

**Child Labour.** Means labour or services provided or offered to be provided by persons under the age of 18 years and that (a) are provided or offered to be provided in Canada under circumstances that are contrary to the laws applicable in Canada; (b) are provided or offered to be provided under circumstances that are mentally, physically, socially or morally dangerous to them; (c) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or (d) constitute the worst forms of child labour as defined in article 3 of the Worst Forms of Child Labour Convention, 1999, adopted at Geneva on June 17, 1999.

**Forced Labour.** Means labour or service provided or offered to be provided by a person under circumstances that (a) could reasonably be expected to cause the person to believe their safety or the safety of a person known to them would be threatened if they failed to provide or offer to provide the labour or service; or (b) constitute forced or compulsory labour as defined in article 2 of the Forced Labour Convention, 1930, adopted in Geneva on June 28, 1930.

**Supplier.** Any entity or individual engaged in providing goods and/or services to Banff Centre including at all levels of subcontracting. Service providers, contractors, consultants and independent contractors are all Suppliers for the purpose of this Code of Conduct.

**6. ASSOCIATED POLICIES AND PROCEDURES**

- Supply of Goods and Services Policy
- Procurement Procedure

**7. APPROVAL AUTHORITY**

Board of Governors

**8. ACCOUNTABILITY**

Chief Financial Officer

**9. POLICY HISTORY**

|                        |                        |
|------------------------|------------------------|
| 10.1 Approved:         | <b>May 23, 2025</b>    |
| 10.2 Effective:        | May 23, 2025           |
| 10.3 Review Frequency: | <b>Three (3) Years</b> |
| 10.4 Next Review:      | <b>May 2028</b>        |

**Modification History**

| Date         | Modification |
|--------------|--------------|
| May 23, 2025 | New Policy.  |