



## Schedule 2 - SUPPLIER CODE OF CONDUCT

Arctic Beverages aims to be the most highly valued consumer packaged goods company for all its stakeholders, including customers, communities, employees, and shareholders. Our values are grounded in C.A.R.E.S. - Change, Act as One, Respect, Execution, and Safety. We believe in taking ownership of our actions and looking out for ourselves, each other, and our environment.

We are committed to upholding the highest social and environmental responsibility standards and ethical conduct across all aspects of our business. To ensure that ethical workplace standards are strictly enforced throughout our supply chain, we expect all our suppliers to comply with the principles in this Code, as a condition of doing business and providing goods or services to Arctic Beverages.

### **BUSINESS INTEGRITY**

#### **Compliance with Law**

Suppliers must adhere to all applicable laws and regulations in the countries and jurisdictions where they operate. This Code applies to all activities related to producing the Supplier's goods, related services, and where the goods enter the supply chain.

#### **Anti-bribery**

Suppliers must not engage in any form of bribery, corruption, kickbacks, embezzlement, or extortion. Suppliers must not take any action that would cause Arctic Beverages to violate applicable anti-bribery laws or regulations, including the Corruption of Foreign Public Officials Act (C.F.P.O.A.) and the Criminal Code.

#### **Books and Records**

Suppliers must maintain accurate and transparent books, records, and accounts to demonstrate compliance with applicable laws and regulations and this Code.

#### **Confidentiality**

Suppliers must keep Arctic Beverages' information secure, limit access, and avoid publicly discussing or revealing such information. These requirements extend even after a supplier's business relationship with Arctic Beverages is concluded.

#### **Grievance Mechanism**

Suppliers must establish internal programs to handle reports of workplace grievances, including anonymous reports.

### **ENVIRONMENTAL MANAGEMENT**

Suppliers must manage, measure, and minimize their facilities' environmental impact, including air emissions, waste reduction, water use and disposal, and greenhouse gas emissions.

### **WORKPLACE ENVIRONMENT**

Suppliers establish and implement policies that guarantee the safety of their workers. Such policies should ensure that workers are not exposed to unsafe working conditions. Suppliers must also provide employees with a safe and healthy workplace that complies with all applicable health and safety laws and regulations.

### **HUMAN RIGHTS**

We expect our suppliers to conduct their activities in a manner that respects human rights as set out in The United Nations Universal Declaration of Human Rights and the following labour practices:

#### **Freedom of Association**

Suppliers respect the rights of workers to associate or not with any group, as permitted by and by all applicable laws and regulations.



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beverages  
"The Yukon's Choice"

### **Employment Status**

Suppliers only employ legally authorized workers to work in their location and facility. They are responsible for validating the eligibility of their employees.

### **Employment Practices**

Suppliers not engage in any form of slavery, forced, bonded, indentured, or involuntary prison labour. They must not participate in human trafficking or exploitation or import goods produced using such practices. They must not keep their employees' government-issued identification, passports, or work permits as a condition of employment.

### **Anti-Discrimination and Fair Treatment**

Suppliers maintain a workplace that is free from discrimination and treat their employees with fairness, dignity, and respect. They must not tolerate any form of physical, sexual, psychological, or verbal harassment or abuse.

### **Working Hours and Rest Days**

Employees be given at least one day off every seven days. Any overtime worked be voluntary, and the employees should be allowed at least one day off within the next seven days. Continuous working days should not exceed 21 days without a rest day. Other working hours and rest day arrangements can be used if agreed to by the employees (i.e. 2 weeks in camp, 1 week out arrangement).

### **Underage Labor**

Suppliers ensure that no underage labour has been employed to produce or distribute their goods or services. A child is anyone below the minimum employment age according to the laws of the country where the facility is located. If there are no laws, then a child is anyone who is below the minimum age for completing the required education. Suppliers must not employ anyone younger than 14, regardless of the country's minimum working age.

### **Wages and Benefits**

Suppliers ensure that their workers are paid lawful wages, including overtime, premium pay, and equal pay for equal work without discrimination. They must not impose any disciplinary deductions from pay.

### **SUPPLIER ASSESSMENT AND MONITORING**

Arctic Beverages reserves the right to assess and monitor the Supplier's practices regarding this Code of Conduct. The Supplier may be asked to provide a report outlining their compliance with this Code of Conduct. Suppliers are to notify the Company of any actual or suspected violations of this Code by email to [hr@arcticbev.com](mailto:hr@arcticbev.com). In the case of non-compliance, the Supplier will take all reasonable measures to meet the standards diligently outlined in this Code or face the termination of their right to supply goods and services to or on behalf of the Company.

APPROVED MAY 02, 2024 BY THE ARCTIC BEVERAGES

BOARD OF DIRECTORS

J.S. POST, PRESIDENT



**Arctic Beverages LP Supplier Agreement re: SUPPLIER CODE OF CONDUCT**

At Arctic Beverages, our Core Values are integral to how we do business, and we expect our suppliers to respect and promote these values. We seek to develop and strengthen partnerships based on transparency, collaboration and mutual respect.

We recognize that our suppliers are independent businesses and the exclusive employers of their employees. However, the actions of our business partners can be attributed to Arctic Beverages, affecting our reputation and the level of trust we have earned from customers and others. We appreciate that suppliers operate in different legal and cultural environments worldwide. At a minimum, we require that all suppliers and their facilities meet the standards and promote the principles outlined in this Code, which are intended to advance Arctic Beverages commitment to all aspects of sustainability (ethical, environmental, and economic). The provisions of this Code are in addition to, and not in lieu of or supersede any local or regional legislation the supplier operates in. We expect suppliers to hold their supply chain, including subcontractors and third-party labour agencies, to the same standards in this Code, at a minimum. This Code does not create any third-party beneficiary rights or benefits for suppliers, subcontractors, their respective employees, or any other party.

**WHEREAS** Arctic Beverages, the Supplier, desires to enter into an arrangement for the supply of products to Arctic Beverages for distribution in its customer network for sale to end-user customers;

**AND WHEREAS** Arctic Beverages is now including a Code of Conduct in its agreements with its providers of goods and services that put into place several conditions that the Supplier agrees to comply with related to applicable laws, labour and human rights, wages and compensation, health and safety and the environment;

**AND WHEREAS** the parties wish to enter into this agreement to address certain terms and conditions specific to the Code of Conduct;

**NOW FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. Supplier Representations and Warranties. The Supplier hereby represents and warrants to Arctic Beverages as follows:
2. The Supplier shall abide by the Code of Conduct as set out in Schedule 2.
3. Each of the Parties has executed and delivered this agreement as of the date noted at the beginning of the agreement.
4. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be executed either in original, faxed or other electronic form.

**IN WITNESS WHEREOF**, the parties have executed this Arctic Beverages Agreement as of the Effective Date.

**ARCTIC BEVERAGES LP**

Per: \_\_\_\_\_  
Name: Harold Bonazew  
Title: Vice President/General Manager  
*I have the authority to bind Arctic Beverages*

**SUPPLIER** \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
*I have the authority to bind the Supplier.*