

Report on Forced Labour in Canadian Supply Chains

The Trotter & Morton Group of Companies (the **Company**) has a legacy of Quality, Safety, and Innovation that began in 1927. As part of our continuous improvement, we are pleased to formalize our commitment to ensuring Canadian supply chains are free from forced labour and child labour.

About Trotter & Morton

In 1927, Trotter & Morton began its journey as a plumbing and heating company with a pioneering spirit. Trotter & Morton's rich and diverse history spans nearly a century. Over this time, we have grown in both skill and specialty. Headquartered in Calgary, Alberta, today the Trotter & Morton Group of Companies continues to grow through its three key construction services offerings, Trotter and Morton, Rambler Fabrication and Bow River Paving.



Trotter & Morton

MECHANICAL | ELECTRICAL | SERVICE

Bringing Buildings to Life Since 1927:

We are mechanical, electrical, and service professionals. Our work brings life to the fundamental systems of every building and facility. From commercial and industrial construction, security and data, building automation, to mechanical services, we are the trusted trade partner to build and sustain the core of our customers' operations.



Rambler
FABRICATION

Connecting Operations with Precision:

Precision [pri-sizh-uhn]: The fact, condition, or quality of being precise; exactness, accuracy. We are a custom pipe fabricator driven by precision. From welding custom large bore piping to nozzle fittings, we efficiently provide precise connectivity solutions to keep the core of our customers' operations and products moving.



Bow River
PAVING

Custom Paving & Concrete Solutions:

We provide premium-grade, custom paving & concrete solutions. We take pride in our craft and aim to improve not only the aesthetics of your property, but also its functionality, safety, and durability.

What We Offer

Trotter and Morton offers premium construction services in Western Canada, and automation and maintenance through its service division in Calgary, Vancouver, the Washington State, Oregon, Kansas City and San Antonio, keeping the fundamental systems of our customers' buildings operating efficiently and extending the life of their operating systems. The Company is a trusted partner for Tier-1 mechanical and electrical construction projects in B.C., Alberta, Saskatchewan, and Manitoba. From multi-floor renovations, industrial and commercial new builds, to multi-million-dollar state-of-the-art hospital and event centre projects, Trotter and Morton does the work required to bring a building to life. Our construction operation is complemented by service divisions that provides premium level maintenance service, as well as security and automation work.




The Company also operates two additional diversified construction operations in Rambler Fabrication and Bow River Paving.

Rambler Fabrication operations a fabrication facility in Calgary, Alberta, and offer top-quality workmanship in large bore pipe fabrication and welding to provide customers with personalized solutions to optimize their operations connectivity. Our Rambler operation treats our clients like members of the team, keeping them involved in every step of the project, from estimation through to fabrication and delivery.

Bow River Paving has extensive experience with residential and commercial roadworks for installations, maintenance, and resurfacing. From asphalt overlays, new asphalt for driveways, roadways, parking lots, or golf cart paths, to concrete services, including stamped and textured surfaces, our expertise is unparalleled. In addition to infrastructure development, Bow River Paving understands the complexity to build a solid asphalt base and foundation to improve functionality and aesthetics, with professional grading and drainage services to ensure the longevity and workmanship of our services.

a. Structure, Activities and Supply Chains

Trotter and Morton Limited is the parent company for all Trotter and Morton Group of Companies. It is an Alberta Corporation and wholly owns all other entities within the Group of Companies. These entities include:

 Trotter & Morton MECHANICAL ELECTRICAL SERVICE	 Rambler FABRICATION	 Bow River PAVING
Trotter and Morton Building Technologies Inc. Trotter and Morton Facility Services Inc. Trotter and Morton Industrial Contracting Inc. Trotter and Morton Construction Inc. FWL/TM Joint Ventures Inc. Fred Welsh Ltd. Whaler Industrial Contracting Inc.	Rambler Fabrication Inc.	Bow River Roadworks Contracting Inc.

Centec Electric & Controls Ltd.		
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The Group of Companies employs approximately 705 people, with roughly 620 people employed in Canada and 85 people employed in the United States. As part of the operations, these companies source materials and components from trusted suppliers and manufacturers that are used in the construction or service process. Materials and suppliers are sourced directly from suppliers as well as through regional distributors, which includes sources from inside and outside of Canada.

In addition, this report includes Fred Welsh Ltd. (“**FWL**”), a mechanical construction operation that the Company is going to acquire a majority stake in effective June 1, 2024. FWL operates a mechanical operation in British Columbia complementary to Trotter and Morton’s current mechanical operation. As such, FWL’s risk profile for exposure forced labour and child labour is similar to the Company’s. As part of the acquisition process, these risks have been discussed and assessed with FWL management and FWL will be adopting the same risk mitigation plans as part of the Group of Companies.

b. Policies and its due diligence processes in relation to Forced Labour and Child Labour

Budgets can be tight on projects. Deadlines can be tight on projects. While modern slavery risks within Canada are reported as lower risks due to progressive laws, these two project realities present potential pressure to source materials from suppliers that could encounter Forced/Child Labour risks. Such a risk would most likely being encountered in the lower and first tiers of the supply chain. As a preliminary assessment of this risk, the Company established a Supplier Code of Conduct for release in 2024. This Supplier Code of Conduct will form part of the Company’s mandatory contract terms and will be available through pre-qualification service providers such as ISN, Avetta and ComplyWorks and on our home page. The Supplier Code of Conduct is attached to this Report as Appendix “A”.

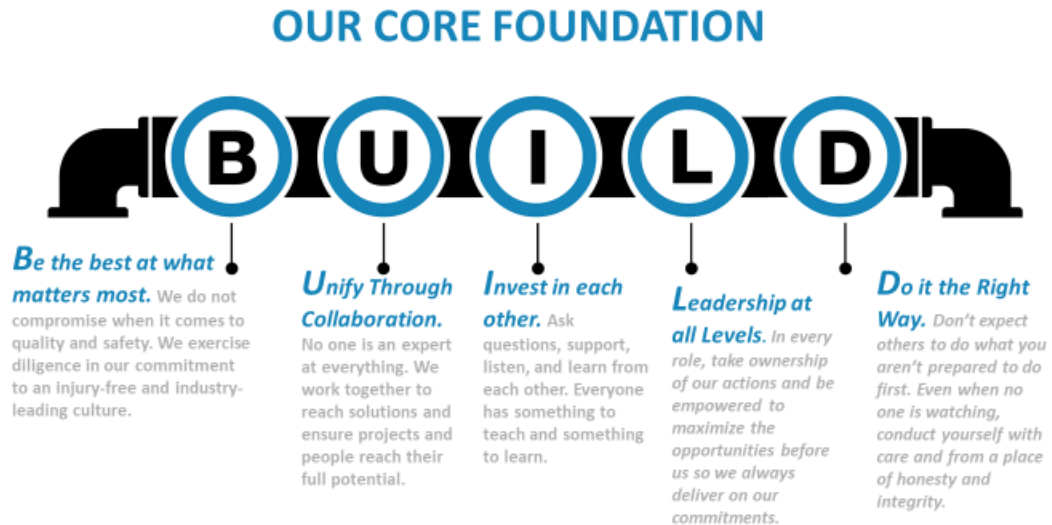
c. The parts of its business and supply chains that carry a risk of Forced Labour or Child Labour being used and the steps it has taken to assess and manage that risk

Our preliminary assessment has considered our general supply chain and identified potential risk areas that may require additional follow up (such as solar panel suppliers). The Supplier Code of Conduct will be provided to contractors and suppliers during the prequalification period and its terms are deemed approved by virtue of goods or services being provided. While the Policy is set up to be deemed as approved for logistical and practical reasons; for areas that are considered higher risk where additional diligence may be required, the Company reserves the right to seek express signoff by the subcontractor/supplier.

d. Any measures taken to remediate any Forced Labour or Child Labour

Our core purpose is to build on the Company’s legacy and bring together financially sound, entrepreneurially minded construction and maintenance companies that operate better when working together. We also strive to create a culture that creates a desirable workplace that attracts and retains top talent. Part of what makes us “better” is collectively working to be stewards for better environmental, social, governance, and cultural standards within the geographic areas we work in. We work with our internal and external stakeholders to find synergies and innovation to maximize productivity and efficiency. The Company recently re-established its core corporate values based on in-depth consultation

with employees and management. Based on employee feedback and senior management alignment, the company recently established its core values to BUILD its next 100-year legacy.



Ensuring our supply chain is operating with integrity is an important part of our commitment to “Do it the Right way” and an important part of our efforts to bring long-term value to our customers. In addition, through our value of having Leadership at all levels take ownership of opportunities, all staff are expected to be leaders and aware of potential supply chain issues.

- e. Any measures taken to remediate the loss of income to the most vulnerable families that results from any measure taken to eliminate the use of Forced Labour or Child Labour in its activities and supply chains**

The company is not aware any situations connected to our operation that required remediation.

- f. The training provided to employees on Forced Labour and Child Labour**

As part of our Leadership at Every Level value, operational leaders and above will be provided with mandatory training in 2024 related to supply chain risks, expectations, and diligence requirements. Training includes the requirements of the Supplier Code of Conduct, as well as training based on the United Nations Human Rights *Building Principles of Business and Human Rights - The Corporate Responsibility to Respect Human Rights*.

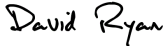
- g. How the entity assesses its effectiveness in ensuring that Forced Labour and Child Labour are not being used in its business and supply chains**

The Supplier Code of Conduct Policy requires annual review with the Board of Directors and Management to assess its effectiveness and the Company's compliance with legal requirements. If continuous improvement or updates are required, such will be implemented and incorporated during the annual leadership training. In 2024, we expect to measure:

- i. The number of staff trained on Modern Slavery requirements;
- ii. The number of vendors that the Company has chosen not to do business with due to Modern Slavery concerns; and
- iii. The Number of vendors identified as high-risk.

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity or entities listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above.

David Ryan
Chief Executive Officer
May 30, 2024

DocuSigned by:

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I have the authority to bind the Trotter and Morton Group of Companies

Appendix "A"
Supplier Code of Conduct

Supplier Code of Conduct Policy

Trotter & Morton Group of Companies (the "Company")

1.0 Purpose and Scope

This Supplier Code of Conduct (the "Code") sets out the principles and expectations as to how organizations, including their representatives, employees and subcontractors (together, "Suppliers"), who supply goods or services to the Company, including all affiliates, are to conduct business with and deal with the Company. The Company operates with integrity and in a socially responsible way that respects the law, human rights and the environment. The Company, and all of its employees, are accountable and have a duty to comply with applicable laws and regulations, and are expected to behave responsibly and ethically. This Code is an extension of the Company's own Code of Conduct.

The expectations set out in this Code draw upon international standards and best practices in the areas of corporate governance, human rights and sustainability and are designed to provide Suppliers with a clear understanding of how they can meet the Company's standards and conduct their business activities in compliance with the law. The Company expects Suppliers to be aware of and comply with this Code and to operate in accordance with comparable values and in a manner that is appropriate and proportional to the nature and scale of their activities, the goods that they supply and the services that they perform. By entering into any standard terms and conditions or other contractual agreements with the Company, Supplier is deemed to accept the terms of this Code and to affirm compliance with its requirements. Where there is a conflict between the language in this Code and any agreement for products or services between the Company and the Supplier, it is understood that the terms in the executed agreement will apply.

Failure to comply with this Code will result in the Supplier being subject to enhanced monitoring and may result in the termination of the Supplier's relationship with the Company, in accordance with the applicable agreement.

2.0 Policy: Business Integrity

1. **Compliance with Laws.** In all their activities, Suppliers must ensure that they conduct themselves in an ethical manner in compliance with the applicable laws, rules and regulations of all of the jurisdictions in which they operate. Where applicable local laws impose less restrictive obligations on Suppliers, Suppliers are expected to adhere to the standards of this Code. Where applicable local laws impose greater obligations on Suppliers, Suppliers must comply with such laws and regulations.

2. **Conflicts of Interest.** A conflict of interest is any situation where personal interests (family, close friendships, financial or social factors) present an actual, perceived or potential conflict with the interests of the Company. Conflicts of interest occur where personal interests could compromise judgement, decisions or actions in the workplace. Suppliers should always avoid situations of real or perceived conflicts of interest and have a company-wide code of conduct or other clear policies and processes on managing conflicts of interest. The Company recognizes that Suppliers may be involved with other companies, including Company's competitors. These relationships should never interfere or appear to interfere, with the Supplier's ability to make an objective business decision regarding the Company and to fulfill its obligations to the Company. In their relationship with the Company's employees, Suppliers must not try to gain improper advantage or preferential treatment

for other relationships that they may have with the Company (for example, as a customer) or improperly impact on the Company's employees' ability to make sound, impartial and objective decisions on behalf of the Company. Suppliers are required to disclose any situation that appears to conflict, or could conflict in any way, with the interests of the Company.

3. Gifts and Entertainment. Suppliers must never offer, ask for, give or receive a substantial gift, gratuity, entertainment, hospitality or benefit that may compromise or reasonably appear to compromise the receiver's ability to make ethical business decisions. Suppliers must inform their employees of these requirements. Reasonable gifts and entertainment amount consistent with industry standards are acceptable provided such are not too frequent or lavish in the circumstances and cannot reasonably be interpreted as an improper payment. Such items should be considered reasonable if they could be disclosed publicly without any embarrassment to the Company. For greater certainty, the exchange of cash, cash equivalents, bonds or negotiable securities as well as indecent, pornographic or otherwise offensive materials is prohibited. No gifts or entertainment are permitted during any Company Request for Proposals process. Suppliers should maintain appropriate records of exchanges of gifts and/or entertainment with the Company's employees. Any situation involving a Supplier that may reasonably create even an appearance of conflict of interest should immediately be disclosed to the Company.

4. Competition. Competition and antitrust laws generally prohibit any type of agreement between competitors that is likely to undermine, restrict or lessen competition or affect prices; and prohibit companies in a dominant or strong market position from abusing their market power by practicing anti-competitive or monopolistic behaviour by using predatory pricing practices, pricing below cost, or exclusionary practices such as tying services to eliminate or exclude competitors and thus threaten to create a monopoly position. Violation of these laws, whether deliberate or accidental, can result in significant civil and criminal penalties, including imprisonment. Threats of retaliatory rate action against a competitor or suggestions of using predatory pricing are strictly prohibited. Joining with a competitor to arrange a boycott of a third party by refusing to buy its products or sell services to it is also not permitted under law. Suppliers must comply fully with all applicable antitrust and competition laws.

5. Anti-Bribery and Corruption. Suppliers must never offer, ask for, give or receive any form of bribe, kickback, any other type of improper payment, or attempt to gain influence or competitive advantage through improper means. Suppliers must also never offer to give facilitation payments (*i.e.*, payments to foreign public officials to expedite or secure the performance of any act of a routine nature that is part of that official's duties or functions). Suppliers must ensure that the requirements of all anti-corruption laws are met, including, but not limited to, Canada's Corruption of Foreign Public Officials Act. No payments, gifts or other benefits may be given, directly or indirectly, to public officials, political parties or political candidates for the purpose of influencing government decisions in the Company or a Supplier's favour or securing any other improper advantage. Suppliers are expected to ensure that payments made to agents or other third parties are not used, in whole or in part, to influence government decisions or secure any other improper advantage. Suppliers must not engage in any form of corruption, extortion, embezzlement and/or money laundering.

6. Taxation. Suppliers must comply fully with all of their obligations in relation to taxes due within the jurisdictions in which they operate. Suppliers must not participate in tax evasion or facilitate evasion by others. Specifically, the Company expects its Suppliers to have contracts, policies, systems and/or procedures in place to ensure that anyone who acts for them or on their behalf also complies with such obligations.

3.0: Responsible Business Practices

1. **Privacy and Information Security.** Suppliers must process and store information as agreed with the Company and have appropriate privacy/data protection and information security policies and procedures in place to protect personal and confidential information. Suppliers must notify the Company immediately of any actual or suspected privacy breaches, security breaches or losses of the Company's information. Suppliers must assist the Company in managing any consequences arising from such breaches or losses. Suppliers must retain and securely destroy data in accordance with local regulatory requirements, and to provide confirmation and/or evidence of destruction upon request.

2. **Non-Public Information and Information Barriers.** In their dealings with the Company, if Suppliers become aware of non-public information about the Company, its customers or employees, the Company expects Suppliers to have in place policies and procedures for the proper safeguarding, handling and use of that information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access, use or disclosure of non-public information.

3. **Business Continuity and Contingency Planning.** For some services performed by Suppliers, due to the significance for the Company's business or the types of activities that may be involved, the Company expects that the Supplier's business continuity and disaster recovery plans be developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements.

4. **Outsourcing and Subcontracting.** Suppliers are not to subcontract the services they perform for the Company or outsource activities that directly impact the delivery of goods or services to the Company, without the Company's prior approval. In the event that such approval is given, Company must be advised of the locations where the work will be done, the possibility of cross-border movement of any data pertaining to the Company or its customers or employees, and the identity of the parties involved in the provision of the services. In addition, where Suppliers are outsourcing any activities in connection with the Company, Suppliers must monitor the outsourcing or subcontracting engagement to ensure compliance with the Suppliers' contractual obligations and with this Code, and must provide evidence of such monitoring to the Company upon request.

5. **Environmental Management.** Suppliers should conduct their operations with minimal environmental impact, respect applicable laws and regulations and adopt required rules, procedures, contingency measures and management systems in order to ensure their operations are managed safely, ecologically and sustainably. Suppliers should take necessary measures in order to prevent pollution, and conserve, recycle and rationally use the natural resources required for their operations. Suppliers should also implement relevant emergency response plans and procedures, take active measures to reduce greenhouse gas emissions and other pollutants and implement relevant environmental training programs for employees and management. Suppliers are also encouraged to develop targets to reduce the environmental impacts of their operations, products and services and to publicly disclose their progress relative to those commitments on an ongoing basis.

4.0 Policy: Responsible Treatment of Individuals

1. **Respect and Diversity.** Suppliers must maintain workplaces characterized by professionalism and respect for the dignity of every individual with whom their employees interact, including respect for differences such as gender, gender identity, gender expression, race, colour, age, disability, sexual orientation, ancestry, place of origin, ethnic origin, citizenship, religion, creed, marital or family status, pregnancy, record of offences and any other characteristic protected by law. Suppliers must not tolerate harassment, discrimination, violence, retaliation or other disrespectful

or inappropriate behaviour. Suppliers must respect the dignity of their own employees and others, adhere to principles of diversity and maintain a respectful workplace.

2. Inclusive Supply Chain. The Company strives to have an inclusive supply chain. The Company expects its Suppliers to adopt inclusive procurement practices to advance equality of opportunity and by promoting an inclusive supply chain and leveling the playing field for diverse suppliers.

3. Employment Practices, Non-Discrimination and Human Rights. Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. In particular:

a. **Non-Discrimination.** Discrimination in employment means any distinction, exclusion or preference with respect to recruitment, hiring, firing, wages, working conditions or terms of employment made on the basis of personal characteristics unrelated to inherent job requirements, that impairs equality of opportunity or treatment in employment. Suppliers are strictly prohibited from discriminating or disciplining on the basis of gender, gender identity, gender expression, race, colour, age, disability, sexual orientation, ancestry, place of origin, ethnic origin, citizenship, religion, creed, marital or family status, pregnancy, record of offences or any other characteristic protected by law. Where laws do not prohibit discrimination, or where they allow for differential treatment, the Company expects Suppliers to be committed to non-discrimination principles and not to operate in a way that unfairly differentiates between individuals.

b. **Non-Harassment.** Harassment is behaviour or communications, whether written or verbal, which a reasonable person would consider to cause offence or humiliation or affect the dignity of a person and, in the context of employment, results in an intimidating, hostile or offensive atmosphere. Suppliers must not engage in physical, mental, verbal, sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of harassment, including verbal, physical and written conduct.

c. **Human Rights.** The Company is committed to meeting the responsibility of businesses to respect human rights and modern slavery laws. The Company expects its Suppliers to share that commitment to human rights and will take appropriate action to mitigate risks to human rights to which the Company may be linked. In particular:

- The use of forced or compulsory labour by Suppliers is strictly prohibited. This includes work or services not voluntarily performed that is exacted or coerced from a person under threat, force or penalty, or threatened abuse of law or legal process, including any kind of involuntary or compulsory, indentured or bonded labour, slavery, servitude or other slavery-like circumstances. Workers must not be required, as a condition of employment, to make a deposit of or surrender any government-issued identification, passports, work permits or any other documents necessary for free movement and termination of employment. Suppliers must allow their workers the right to leave work and freely terminate their employment, taking into account legal notice period requirements.
- Suppliers must monitor for signs of involuntary labour practices, specifically considering vulnerable workers, which includes migrant workers, women and young people.
- Suppliers must not employ individuals below the minimum age permitted by Canadian law regardless of where matters are sourced from. If the Suppliers must operate in compliance with local laws and the core International Labour Organization ("ILO") standards regarding child labour, including ILO Convention 138. Suppliers are also strictly prohibited from using child labour contrary to ILO Convention 182.

- Suppliers are prohibited from engaging in or benefiting from any form of human trafficking. This includes the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability. Giving or receiving payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation is strictly prohibited.

4. **Health and Safety.** The Company expects its Suppliers to provide healthy, clean and safe workplaces and to comply with applicable health and safety laws. This includes implementing appropriate safety procedures, training, preventive maintenance and protective equipment. Suppliers should ensure that actual and potential risks to worker health and safety are identified, assessed and eliminated or managed in order to mitigate their impacts and ensure preparedness. Suppliers should strive for continual improvement in safety performance and regularly review and update their safety programs and practices in a manner that ensures ongoing compliance with applicable laws and industry standards.

5. **Freedom of Association.** Suppliers must comply with local law regarding the activities of trade unions and work councils and their organizational activities. Suppliers must recognize and respect the rights of employees to freely associate, organize and bargain collectively, in accordance with local laws and core conventions of the International Labour Organization. Suppliers must prohibit retaliation against any person for reporting, in good faith, contraventions of this Code, or for filing a complaint or testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a government enforcement agency.

6. **Minimum Wage, Working Hours and Equal Remuneration.** Suppliers must provide workers with pay and benefits in a timely manner as required by local law and/or by the collective agreement or contract that governs the workers, and must comply with minimum wage and overtime pay requirements. Suppliers must establish work schedules and overtime policies, abiding by maximum hour and work week laws, rest period requirements, overtime, vacation and holiday time requirements and any other local law requirements. Suppliers are encouraged to provide all workers with clear and understandable employment documentation that complies with local law and clearly sets out the terms and conditions of employment for the worker, including working hours, remuneration and terms of payment, drafted in a language they understand. Suppliers should provide workers with clear information about their rights and responsibilities.

7. **Demonstration of Compliance.** Suppliers must be able to demonstrate that, in their workplaces:

- Child, forced, or compulsory labour is not used.
- Discrimination and harassment are prohibited.
- They maintain written documentation of employment relationships that demonstrate compliance with this Code.
- Retaliation for speaking up is prohibited and employees are free to raise concerns and speak up without fear of reprisal.
- Appropriate and responsible background screenings, including investigations for prior criminal activity, have been conducted to ensure the integrity and good character of the Supplier's employees.
- Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements.

If a Supplier fails to comply with any aspect of this Code, immediate notice of the violation should be provided to the Company. Any person with reason to believe that a Supplier has engaged in illegal, unethical or otherwise improper conduct, or conducted any other activity in violation of this Code should report such conduct to legalnotices@tmlgroup.com. The Supplier is expected to implement corrective actions as soon as reasonably practicable to address any contraventions of this Code. Any failure to comply with this Code, whether discovered as a result of the report of a violation or otherwise, will result in the Supplier being placed on enhanced monitoring and may result in the termination of the Supplier's relationship with the Company, in accordance with the applicable agreement.