

SUPPLIER CODE OF CONDUCT	DATE APPROVED: 12/13/2023
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### 1. Introduction

Integrity, trust, responsible sourcing, and the safety and well-being of workers across our supply chain are of paramount importance to STEP Energy Services Ltd. and its subsidiaries (each "STEP").

The principles in this Supplier Code of Conduct (the "**Supplier Code**") apply to all aspects of STEP's supply chain, and encompass all manufacturers, distributors, vendors, and other suppliers of STEP (each a "**Supplier**" and collectively "**Suppliers**").

Suppliers must respect the human rights of workers and treat them with dignity and respect, and treat all those involved in their supply chains fairly, honestly, and with dignity. Suppliers must responsibly conduct all their operations in a coercion and harassment free manner, and in full compliance with all applicable laws.

STEP professionals are responsible to report any breach of these obligations by Supplier(s) that they become aware of.

### 2. Supplier Responsibilities

Each Supplier is responsible for its compliance with the standards set out in this Supplier Code throughout its operations and entire supply chain. Supplier shall also be responsible to ensure the compliance of its suppliers, vendors, manufacturers, agents, and subcontractors (each a "**Supplier Partner**") with the standards set out in this Supplier Code.

For clarity, Supplier may also satisfy its obligations under this Supplier Code through compliance with its own equivalent supplier policies, provided that they meet or exceed the standards set out in this Supplier Code.

### 3. Reporting Violations & Questions

Supplier shall self-report any violations of this Supplier Code to STEP, and any STEP professional becoming aware of a violation of this Supplier Code must report the violation as set forth herein. Any person who becomes aware of violations of this Supplier Code is strongly encouraged to report it to their STEP supply chain representative, or to STEP's third-party whistleblower administrator, IntegrityCounts, as soon as possible. A report may be made with IntegrityCounts through any of the following means of contact:

Online: <http://www.integritycounts.ca/org/stepenergyservices>

E-mail: [step-es@integritycounts.ca](mailto:step-es@integritycounts.ca)

Phone: 1-866-921-6714

Fax: 1-604-926-5668

Mail: IntegrityCounts  
Re: STEP Energy Services  
PO Box 91880  
West Vancouver, British Columbia Canada V7V 4S4

STEP encourages Suppliers and any individuals with questions about this Supplier Code to discuss them with their STEP supply chain representative or to contact STEP at [legal@step-es.com](mailto:legal@step-es.com).

Supplier shall not retaliate or take disciplinary action against any person who has, in good faith, reported violations or who has sought advice regarding this Supplier Code.

#### **4. Display Requirements**

It is important that Supplier workers understand Supplier's obligations under this Supplier Code. Therefore, Supplier shall display a notice containing a summary of the terms of this Supplier Code in a conspicuous area of each of its facilities where goods destined for STEP are manufactured, distributed, packaged, or otherwise handled.

Alternatively, supplier may post notice of, or provide training on, its own equivalent supplier policies in such locations (provided they meet or exceed the standards set out in this Supplier Code).

#### **5. Slavery and Human Trafficking**

All labour must be voluntary.

Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain. Supplier shall not, and shall ensure that its Supplier Partners do not, support or engage in or require any:

- compelled, involuntary, or forced labour;
- labour to be performed by children;
- bonded labour; or
- indentured labour.

#### **Compliance and Documentation**

Supplier shall:

- Implement and maintain a reliable system to verify the eligibility of all workers, including:
  - age eligibility; and
  - legal status of foreign workers.
- Implement and maintain a reliable record-keeping system regarding the eligibility of all workers.

#### **Identification Papers**

Supplier shall not require any worker to surrender control over original:

- Identification papers or documents giving a foreign worker the right to work in the country;
- Identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- Documents, such as a birth certificate, evidencing the worker's age.

#### **Financial Obligations**

Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt; or
- make financial guarantees.

### **Freedom of Movement**

Supplier shall ensure that workers have the right to freedom of movement without:

- delay or hindrance; or
- the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Worker freedom of movement rights include each worker's right to leave the facilities without retaliation:

- at the end of each shift/workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

### **Freedom to Terminate Employment**

Supplier shall allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

For clarity, the foregoing shall not apply to any contractual restrictions or obligations agreed to freely by the parties that are permitted by applicable laws, such as non-disclosure, non-competition or non-solicitation obligations obligations that survive the termination of employment.

## **6. Compensation and Benefits**

Supplier must compensate all workers with wages, including overtime pay, and benefits that at a minimum meet the minimum wage and benefits established by applicable law. Supplier shall also:

- provide proof of payment to workers showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- maintain proper documentation of wage payments for their internal records.

Supplier shall not make any deductions from wages, except income tax withholding and such other deductions that are allowed by applicable law.

## **7. No Discrimination, Abuse, or Harassment**

Supplier shall treat workers with respect and dignity.

Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its Supplier Partners.

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, colour, ethnic or national origin, gender, gender identity, sexual orientation, military status, political convictions, religion, age, language, civil, marital, or pregnancy status, social condition, disability, handicap or the use of any means to palliate a handicap, or any other characteristic other than the worker's ability to perform the job.

## **8. Compliance with Laws**

Supplier shall comply with all applicable federal, provincial/state, territorial and local laws and regulations, including laws and regulations applicable to it. Where this Supplier Code requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standard. Supplier acknowledges that this Supplier Code sets out auditable standards that STEP may use to determine whether Supplier is meeting the requirements set out in this Supplier Code.

Supplier acknowledges that STEP may in its discretion conduct reasonable inspections of facilities and worksites to confirm Supplier's compliance with this Supplier Code.

## **9. Termination**

STEP may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its Supplier Partners breach this Supplier Code or Supplier's own equivalent policies.

<b>STEP INTERNAL REVIEW AND APPROVAL PROCESS – Supplier Code of Conduct</b>				
<b>Department Owner</b>	<b>Professional Accountable/ Responsible</b>	<b>Stakeholder Review (by department)</b>	<b>Policy Approved By</b>	<b>Last Date Reviewed, Revised and/or Approved</b>
Legal Services	VP Legal & General Counsel	Director, Supply Chain (Canada)  Manager, Supply Chain (U.S.)	Chief Operating Officer	December 13, 2023