

SUPPLIER CODE OF CONDUCT



PURPOSE AND SCOPE

Export Development Canada (EDC)'s Supplier Code of Conduct ("the Code") sets out the principles and expectations that suppliers, service providers, intermediaries and independent contractors, including their employees and representatives (each, a "Supplier") must comply with when conducting business with, or providing goods and services to, or acting on behalf of EDC. EDC is committed to source goods and services from Suppliers who respect human rights, ethics, and the environment and have responsible policies and practices, and we expect Suppliers to operate in a manner that is consistent with these values. The Code establishes specific obligations for Suppliers regarding the following issues: business integrity, responsible business practices, responsible treatment of individuals, information and data management, and monitoring and compliance.

EDC may have additional requirements, which are specified during the procurement and contracting process and the ongoing management and monitoring of the contractual relationship. Agreements between EDC and its Suppliers contain requirements which may address issues identified in the Code. In the event of a conflict or inconsistency between the Code and an agreement between EDC and a Supplier, the agreement will govern and prevail.

BUSINESS INTEGRITY

1. COMPLIANCE WITH LAWS

In all their activities, Suppliers must ensure they conduct business in compliance with the applicable laws, rules, and regulations applicable to the goods and services they provide in the jurisdictions in which they operate.

EDC is committed to procuring accessible goods and services and for this purpose is subject to the Accessible Canada Act (S.C. 2019, c. 10) to its business initiatives. EDC will encourage, consult, and invite, where applicable, its suppliers to apply the Accessible Canada Act (S.C. 2019, c. 10) when conducting business with EDC.

2. CONFLICTS OF INTEREST

Suppliers must exercise reasonable care and diligence to prevent any situation in which a conflict of interest may occur in its dealings with EDC; they must not try to gain improper advantage or preferential treatment of other relationships they may have with EDC (for example, as a client or relative to an EDC employee). Suppliers should not employ or make payments or offer any rewards to any employee of EDC during the course of any business relationship between the Supplier and EDC.

3. GIFTS, HOSPITALITY AND OTHER BENEFITS

The nature of any gifts, hospitality or other benefits must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment from EDC employees or their representatives. EDC employees are generally restricted from accepting

external hospitality from current or prospective Suppliers other than onsite working meals in a customary business setting. In addition, in cases where there is an active or upcoming procurement process with the current or prospective Supplier, meetings in external settings between the Supplier and EDC should be avoided altogether. This will ensure that Suppliers remain eligible in any competitive processes that EDC may run. Suppliers must maintain appropriate records of exchanges of gifts, hospitality, and other benefits between the Supplier and EDC.

4. ANTI-BRIBERY AND ANTI-CORRUPTION

Suppliers must comply with applicable laws related to anti-bribery and anti-corruption in the jurisdictions in which they operate. Under any circumstance, it is not acceptable for any Supplier to offer any bribe, kickback or other unlawful payment or benefit to secure a concession, contract or other favorable treatment or outcome, including from an EDC employee. Furthermore, Suppliers must not engage directly or indirectly in any activities that would put EDC at risk of violating anti-bribery and anti-corruption laws. Suppliers must notify EDC if they become the subject of an investigation with respect to allegations of impropriety involving bribery and corruption.

5. MATERIAL, NON-PUBLIC (CONFIDENTIAL/ PROTECTED) INFORMATION AND INFORMATION BARRIERS

If in their dealings with EDC, Suppliers become aware of confidential and/or undisclosed material non-public information (MNPI) about EDC or its clients, EDC expects Suppliers to implement policies, procedures and measures to protect such information (such as Information Barriers) from inappropriate access and disclosure in a manner that meets applicable legal and regulatory requirements. This includes but is not limited to never using MNPI, or providing it to family or friends to use, in trading activities. It also includes not allowing MNPI to inappropriately influence any business activities conducted on behalf of EDC.

RESPONSIBLE BUSINESS PRACTICES

1. PRIVACY AND INFORMATION SECURITY

We expect Suppliers to protect EDC's customer and personal information in accordance with their contractual obligations to EDC and applicable laws and best practices. Information should be collected, used and disclosed strictly for the agreed to purposes and protected through all stages of the information lifecycle; information should only be used for the purposes defined in the contract over the course of the relationship.

Suppliers requiring access to EDC designated/classified information and/or networks must have passed the government security screening process performed by EDC or a Government of Canada Department and be aware of their role as information custodians (the handling, storage, transmission, and destruction of the information) in advance of access.

Suppliers must preserve the confidentiality, integrity and availability of EDC-related data (customer and EDC-specific). Suppliers must store information securely, as agreed with EDC, and have in place appropriate information security and privacy policies and procedures, as agreed to by EDC's Enterprise Information Security (EIS) and Privacy & Information Risk teams. Suppliers must adhere to generally recognizable standards (such as ISO 27001 or SOC 2) or comparable frameworks. Suppliers must provide cyber security training at least annually to keep pace with the changing cyber threat environment. Suppliers must notify EDC immediately of any confirmed cyber or privacy breaches of EDC customer or personal information and assist EDC in managing any consequences arising from such events.

2. OUTSOURCING AND SUBCONTRACTING

Suppliers will ensure that any subcontractor(s) used for the provision of goods or services to EDC comply with a set of standards compatible with this Code of Conduct.

EDC will also expect its Suppliers to reach out, where possible, to marginalized or underrepresented social groups for the purpose of subcontracting.

3. BUSINESS RESUMPTION AND CONTINGENCY PLANNING

As some suppliers' goods and services are critical to EDC's business, Suppliers are expected to have and maintain business continuity and disaster recovery plans in accordance with applicable regulatory, contractual and service level requirements.

4. ENVIRONMENTAL MANAGEMENT

EDC is determined to continue pursuing a path to sustainability and we understand that we have a role to play in advancing environmental sustainability through our own procurement practices. EDC aims to integrate environmental considerations into our procurement practices and decision making.

Suppliers are expected to adhere to all environmental legislation, regulations, and standards applicable to their operations and employ management practices that monitor and proactively minimize any negative environmental impacts of their operations, including impacts that may be present within their supply chains.

Suppliers are encouraged to conduct their business in an environmentally responsible manner, including the establishment of robust lifecycle assessments; contributing to reuse and recycling efforts; supporting biodiversity and nature positive operations; improving energy and water efficiency; and reducing greenhouse gas emissions and air contaminants, ozone depleting substances, toxic and hazardous substances, waste, and hazardous waste.

5. COMMUNICATIONS AND MARKETING

Suppliers must not make any public statements (whether on company websites or via social media or otherwise), issue any media releases or distribute any marketing materials referencing

EDC, or EDC trademarks or logos, unless EDC has approved each proposed use in advance, or such use is expressly permitted in an existing agreement with EDC.

6. COMPLIANCE TO INTEGRITY REGIME

Suppliers must promptly disclose to EDC any issues of eligibility or suspension under the Canadian Government's Integrity Regime pertaining to themselves or their subcontractors.

SUPPLIER DIVERSITY

1. INCLUSION, DIVERSITY AND EQUITY

EDC seeks to work with suppliers who share EDC's commitment to inclusive, diverse, and equitable workplaces and that promotes gender equality. In evaluating suppliers, EDC will consider their commitment to and capacity in maintaining inclusion, diversity and equity in the workplace.

EDC understands that supplier diversity is important to building robust supply chains, strengthening economic markets, promoting competitive advantage and enabling sustainable business in our communities. EDC is committed to increasing opportunities in our supply chain for businesses that are owned by women, Indigenous people, minorities/visible minorities, members of the 2SLGBTQ+ community, people with disabilities, veterans and service-disabled veterans. Suppliers are also encouraged to identify, adopt and integrate diversity into their supply chain processes.

For this purpose, EDC has created a living list of diverse suppliers which is constantly updated, serving as a source of contacts to be engaged and/or consulted for various supply chain initiatives. Suppliers are invited to contact EDC at supplierdiversity@edc.ca for this information.

2. HUMAN RIGHTS & LABOUR STANDARDS

EDC recognizes our responsibility to respect internationally recognized human rights enshrined within the International Bill of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. We align our practices with the United Nations Guiding Principles on Business and Human Rights, recognizing our role in promoting human rights commitments in our supplier relationships and procurement practices.

EDC seeks to select suppliers whose corporate values are consistent with ours. We consider relationships with suppliers to be an opportunity to share best practices and believe in a continual process of improvement and evolving practices with respect to human rights.

Suppliers are required to act in accordance with all applicable laws and regulations governing labour and employment standards, human rights, and non-discrimination. In jurisdictions where laws and regulations do not adequately address human rights, labour standards, or discrimination by meeting international norms or whose standards do not align with the expectations outlined in this Policy, EDC expects suppliers to provide the greatest level of protection possible to workers.

Suppliers are expected to:

- Prohibit Forced or Compulsory Labour¹ and the importation of goods manufactured or produced, in whole or in part, by Forced or Compulsory Labour. This includes Forced or Compulsory Child Labour²;
- Provide workers with clear and understandable written terms of employment;
- Provide workers direct payment of wages that comply with at least the legal minimum and overtime pay requirements;
- Recognize workers rights to join or form unions and bargain collectively;
- Prohibit discrimination³ in any aspect of employment;
- Prohibit physical, sexual, mental, verbal harassment and/or violence, including gender-based violence;
- Provide anonymous and confidential methods for workers to raise concerns without fear of reprisal;
- Provide healthy and safe working environment and comply with health and safety policies and laws.

When working at EDC offices, Suppliers must adhere to EDC's occupational health and safety policies and emergency procedures, report any complaints, injuries, and/or near misses to EDC promptly, and work with EDC to meet responsibilities for a healthy and safe workplace.

MONITORING AND COMPLIANCE

Suppliers are expected to adhere and comply with this Code of Conduct. Suppliers must maintain all information and management systems necessary to document such compliance with this Code, applicable laws, and their contractual obligations with EDC, and provide such evidence to EDC upon reasonable request.

Suppliers may be required to periodically confirm in writing that they meet their obligations under this Code of Conduct.

Any person with reason to believe that the obligations or principles of this Code are not being respected by an EDC Supplier is asked to report in English or French to vendormanagement@edc.ca.

In the case of any deficiencies identified with respect to compliance with this Code, Suppliers are expected to promptly take corrective action to address such identified deficiencies. Where

¹ Forced or Compulsory Labour means all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily, as defined in Article 2 of the ILO Forced Labour Convention (No. 29).

² Forced or Compulsory Child Labour means work that is mentally, physically, socially or morally dangerous and harmful to children (any person under 18 years old); and interferes with their schooling: (i) by depriving them of the opportunity to attend school; (ii) by obliging them to leave school prematurely; or (iii) by requiring them to attempt to combine school attendance with excessively long and heavy work. Child Labour also includes Article 3 of the ILO Worst Forms of Child Labour Convention (No. 182).

³ Discrimination means any distinction, exclusion or preference with respect to recruitment, hiring, training, dismissal, remuneration, working conditions or other terms of employment based on personal characteristics unrelated to inherent job requirements such as discrimination based on race, national or ethnic origin, colour, religion, political opinion, age, sex, sexual orientation, gender identity or expression, marital or family status, pregnancy, genetic characteristics, disability or pardoned conviction, or other characteristic protected by law.

appropriate, EDC will seek to support the Supplier in taking corrective action to meet EDC's expectations. Failure to comply with this Code may result in termination of a Supplier's relationship with EDC.

OWNERSHIP AND REVISION DATE

The SVP and Chief Financial Officer is the executive owner of this Supplier Code of Conduct.
Last Revision Date: June 2023.