

The Greater Toronto Airports Authority (the “GTAA”) Supplier¹ Code of Conduct (the “Code”) outlines the GTAA’s commitment to a safe, respectful, and healthy workplace, its expectations with respect to its Suppliers (as defined in footnote 1 below) and forms an integral part of the Contract between the GTAA and each Supplier. It is a requirement that all Suppliers declare their compliance with the standards in this Code and ensure the standards are being upheld by all of the Supplier’s Subcontractors. This Code is not intended to and cannot describe every possible situation but provides both (i) basic principles for day-to-day decisions and operations and (ii) certain specific rules proscribing certain acts by Suppliers.

Definitions

- (i) “Child” means any person under the age of 15, or under the age for completing compulsory education, whichever is greatest.

- (ii) “Child Labour” means labour or services provided or offered by persons under the age of 18 years if the services are provided or offered in Canada or the minimum age of employment in the applicable jurisdiction, if outside Canada, and that are (a) provided or offered under circumstances that are mentally, physically, socially or morally dangerous to them; or (b) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or require them to attempt to combine school attendance with excessively long and heavy work. Child Labour also includes labour that constitutes the worst forms of child labour as defined in Article 3 of the Worst Forms of Child Labour Convention, 1999. For clarity, Child Labour does not include use of legitimate workplace learning programs which comply with all applicable laws and regulations.

- (iii) “Forced Labour” means labour or services 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) constitutes forced or compulsory labour as defined in the Article 2 of the Forced Labour Convention, 1930.

¹ References to “Supplier” herein shall refer to a Contractor, Consultant, Service Provider, Design Consultant, and such other terms as used in the Contract to describe the entity providing goods and/or services to the GTAA.

Human Rights

Suppliers shall not use (and shall ensure that their Subcontractors shall not use) Forced Labour in any stage of performing Work or Services under any agreement with the GTAA. Suppliers are expected to uphold the human rights of workers and treat them with dignity and respect in compliance with internationally accepted standards and laws governing working conditions. This includes (without limitation) the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work.

Age of Employment

Suppliers shall not use (and shall ensure that their Subcontractors shall not use) Child Labour in any stage of performing Work or Services.

The use of legitimate workplace learning programs which comply with all applicable laws and regulations is supported by the GTAA and is not considered to constitute Child Labour. Workers under the age of 18 ("Young Workers") shall not perform work or services that are likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall provide appropriate support and training to all Young Workers. In the absence of applicable local laws, the wage rate for Young Workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

Anti-Discrimination, Harassment and Violence

The GTAA is committed to providing a work environment in which all employees, Suppliers, and staff are treated with dignity and respect. Any form of discrimination, harassment (including, without limitation, sexual harassment), violence or any other disrespectful or inappropriate behaviour is not tolerated at the GTAA. Accordingly, Suppliers shall adhere to the GTAA's zero tolerance policy on workplace harassment, violence and discrimination.

Freedom of Association and Collective Bargaining

In conformance with local laws, Suppliers shall respect: (i) the right of all workers to form and join trade unions of their own choosing, (ii) the right of all workers to bargain collectively and to engage in peaceful assembly, and (iii) the right of all workers to refrain from such activities.

Wages and Benefits

Suppliers shall comply with all Applicable Laws relating to the employment of persons, including minimum wages, severance (including notice thereof), overtime hours and legally mandated benefits.

Hours of Work

Suppliers shall ensure that regular working and overtime hours do not exceed the maximum stipulated under local, provincial, or federal Applicable Laws except in emergency circumstances.

Environmental Responsibility

The GTAA strives to be a leader in environmental management and recognizes the impacts of airport operations and development on the environment. The GTAA embraces its corporate responsibility as a steward of the environment and manages environmental issues effectively by ensuring regulatory compliance, employing best management practices, and being innovative in reducing its environmental impact.

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations as referenced in the GTAA's Environmental Policy and Green Procurement Policy (as published and amended from time to time). Suppliers must comply with all federal and provincial environmental laws and regulations.

Anti-Corruption and Anti-Bribery

Suppliers shall comply (and shall ensure that their Subcontractors shall comply) with all applicable anti-bribery and anti-corruption laws of Canada and the jurisdictions within which they operate. Without limiting the generality of the foregoing, bribery and corruption may involve obtaining or attempting to obtain a personal or business benefit through bribes, extortion, kickbacks, or anything which can be construed as such. Corrupt arrangements or bribes to or from potential employees, investors, customers, vendors, suppliers, tenants, airlines, contractors, others and government officials, including (without limitation) foreign government officials, are strictly prohibited. Examples of government officials may include individuals who work for the government or a government-controlled entity and/or employee of national, municipal or local governments. Suppliers shall comply with the *Criminal Code of Canada* and *Canada's Corruption*

of Foreign Public Officials Act and shall comply with all national and international rules and regulations concerning money laundering and anti-corruption.

For clarity, bribes and corruption in any form are strictly prohibited. Suppliers and their subcontractors shall not engage in bribes and corruption in any form and violations of this prohibition may result in immediate termination as a GTAA supplier including termination of the Contract.

Gifts, Hospitality and other Benefits

While the custom of giving and receiving gifts, meals or entertainment is common in building business relationships, Suppliers must exercise good judgment in deciding whether the giving and/or receiving of gifts, meals and/or entertainment to GTAA staff may compromise (or appear to compromise) the ability of GTAA staff to make objective, unbiased and fair business decisions that are in the best interests of the GTAA. Suppliers shall under no circumstances offer gifts, meals or entertainment with the intent or potential or actual effect of circumventing (or otherwise not complying with) the anti-bribery and anti-corruption provisions of this Code.

In addition to the foregoing, Suppliers shall not (and shall ensure that their Subcontractors shall not) directly or indirectly offer gifts (whether or not of a monetary nature, such as gift certificates, cash, discounts, loans or services), hospitality or entertainment to GTAA personnel before, during, after or in any way in connection with contract negotiations or any procurement process for the Supplier's contract or any subsequent amendments to the Supplier's contract (whether or not such GTAA personnel are or have been directly involved in such negotiations).

Responsible Sourcing of Materials

Suppliers are expected to evaluate the origin or source of their materials throughout their supply chains to reasonably assure that the materials have not been obtained in any illegal or unethical manner or otherwise in violation of this Code.

Supplier Diversity

The GTAA's Sustainable Procurement Program takes proactive steps to support diversity and inclusion, job creation and drive economic growth in our community.

Suppliers are encouraged to identify, adopt and integrate diverse vendors into their processes so their own supply chain reflects the true make-up of society. Suppliers are encouraged to engage and invest in the communities in which they live, work and serve to foster social and economic development.

Conflicts of Interest

Suppliers shall avoid (and shall ensure that their Subcontractors avoid) conflicts of interest with respect to any procurement process conducted by the GTAA and the execution of any contract resulting from any GTAA procurement process. If a conflict of interest does arise during the course of the procurement process of thereafter for the duration of the Contract, they must report it immediately to the GTAA. In general terms, a conflict of interest arises when the private interests of a Supplier or its Subcontractors conflict with the proper discharge by the Supplier or its Subcontractors of their duties, obligations and responsibilities under a contract to the GTAA. Further provisions regarding conflicts of interest are set out in the GTAA's procurement process instructions to bidders and in the GTAA's contract documents.