

Purpose and Scope:

Corporate integrity, responsible product sourcing, environmental performance and the safety and well-being of workers across the global supply chain are of paramount importance to Activate. These principles apply to all aspects of Activate[®] business, and encompass all service providers, carriers and vendors with whom we have an active commercial relationship, (each a **"Supplier"** and collectively **"Suppliers"**) and their related facilities (**"Facilities"**) and transportation equipment (**"Equipment"**).

These principles are reflected in this Supplier Code of Conduct (**"Code of Conduct"**), which establishes the minimum standards that should be met by any Supplier that does business with Activate regarding:

- Supplier's treatment of workers;
- Workplace safety;
- The impact of Supplier's activities on the environment; and supplier's ethical business practices.

Applicability

This Code of Conduct applies to all Suppliers that provide services or goods to or do business with Activate. Supplier is responsible for compliance with the standards set out in this Code of Conduct ("Standards") throughout its operations and throughout its entire value chain. However, it is important to note that this Code of Conduct is intended to guide supplier behavior and expectations, without imposing mandatory compliance unless specified in contractual provisions

Without limiting Supplier's obligations hereunder, Supplier shall comply with the Standards in:

All of its Facilities and Equipment; and all of its operations, including with respect to distribution,

transportation, sales, marketing, product safety and certification, intellectual property, labour, immigration, health, worker safety, and the environment.

Without limiting Supplier's obligations hereunder, Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective Facilities and Equipment (**"Partner(s)"**).



Forced Labour, Child Labour and Human Trafficking

All labour must be voluntary. Supplier shall not support or engage in forced labour, child labour or human trafficking in any part of its value chain.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- Compelled, involuntary, or forced labour;
- Labour to be performed by children under the age of 15, or under the legal age of work or compulsory schooling (whichever is higher), subject to exceptions recognized the International Labour Organization (ILO); bonded labour; indentured labour; and prison 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.

Hazardous Work

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves any work that, by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

Identification Papers

Without limiting Supplier's obligations hereunder, 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.
- Documents, such as a birth certificate, evidencing the worker's age.

Financial Obligations

Without limiting Supplier's obligations hereunder, 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.
- Make financial guarantees; or incur any other financial obligation.

Freedom of Movement

Without limiting Supplier's obligations hereunder, 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 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

Without limiting Supplier's obligations hereunder, 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.

Compensation and Benefits

Supplier must compensate all workers with wages, including overtime pay, and benefits that at a minimum meet the higher of:

- The minimum wage and benefits established by applicable law;



- Collective agreements;
- Industry standards; and
- An amount sufficient to cover basic living requirements.

Supplier shall make wage payments and provide benefits on a timely basis.

Supplier's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

Documentation

Supplier shall:

- Provide proof of payment to workers in the workers' native language 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.

Deductions

Supplier shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

Work Hours

Regular Work Hours

Supplier shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week.

Overtime Work Hours

Additional overtime hours are voluntary and must not exceed the maximum legally permitted number of overtime hours worked per week.

Rest and Lunch Breaks

Supplier shall allow workers to take:

- Reasonable rest breaks, including bathroom breaks; and reasonable lunch break

Documentation

Supplier shall:

- Use an industry-accepted time-keeping system to track worker work hours; and develop work-hour policies to ensure compliance with this Code of Conduct and applicable law.

Anti-Discrimination and Anti-Harassment

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, colour, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

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 behaviour by its Partners.



Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of Facilities and Equipment;
- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and record-keeping.

Supplier shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

Facilities

Supplier shall:

- Ensure that all Facilities meet all applicable building codes and industry design and construction standards;
- Obtain and maintain all construction approvals required by law;
- Obtain and maintain all zoning and use permits required by law; without limiting Supplier's obligations hereunder, ensure that all Facilities have: an adequate evacuation plan; adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and fire-rated enclosed stairwells;
- A sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened with a push bar with minimal force

and from the occupied side and swing in the direction of emergency travel;

- Visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
- Adequate ventilation and air circulation;
- Adequate lighting;
- Adequate first aid kits and stations;
- Adequate fire safety, prevention, alarm, and suppression systems;
- Adequate access to potable water; and
- Adequate access to private toilet facilities.
- Post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Supplier provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of the Supplier Code of Conduct.

Equipment

Equipment shall:

- Ensure that all Equipment meets all applicable codes and industry design and maintenance standards;
- Obtain and maintain all operating approvals required by law;
- Post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.



Without limiting Supplier's obligations set out above, Supplier shall not:

- Take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- Discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- Discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- Discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.

Environmental Protection

Operation of Supplier's Facilities and Equipment

Supplier shall operate its Facilities and Equipment in compliance with all environmental laws, including laws and international treaties relating to:

- Waste disposal;
- Emissions;
- Discharges; and
- Hazardous and toxic material handling.

Inputs and Components

Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

Report Violations

Supplier can also submit questions and comments regarding this Code of Conduct to Activate's liaison set out below:

Ryan Proulx, Vice President – Supply Chain
Ryan.proulx@playactivate.com

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behaviour, or who has sought advice regarding the Code of Conduct.

Implementation

This Code of Conduct is overseen by our Vice President-Supply Chain. It will be reviewed at a regular cadence to ensure that its requirements remain relevant and implementation remains effective.

Suppliers are encouraged to review this Code of Conduct and understand its guidance, but written acknowledgment is not mandatory unless specified in contractual agreements

Compliance and Enforcement

Suppliers are expected to comply with all applicable federal, provincial, territorial, and local laws and regulations, including laws and regulations relating to all the Standards. Where this Code of Conduct requires Suppliers to meet a higher standard than set out by law or regulation, Suppliers are encouraged to meet such higher standards. However, enforcement of these standards is contingent upon existing contractual provisions.

