

# Doing Business with FortisAlberta

## SUPPLIER CODE OF CONDUCT



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## **Doing Business with FortisAlberta: Supplier Code of Conduct**

At FortisAlberta Inc. (“FortisAlberta” or the “Company”), we always strive to do the right thing, comply with all legal requirements and act with utmost honesty, integrity and professionalism in everything we do. Our values of safety, integrity, respect, excellence and service form the compass that keeps employees pointed in the desired direction. These values apply to all aspects of FortisAlberta’s business.

These values are reflected in this Supplier Code of Conduct (“Supplier Code” or “Code”), which is the Company’s primary reference guide for ethical and professional behavior expected from our contractors, vendors, consultants, subcontractors, service providers and third parties who may provide labour, materials and/or consulting/professional services to FortisAlberta (each a “Supplier” and collectively “Supplier Representatives” or “Representatives”).

### **Application and Scope**

Our Supplier Code sets out the minimum standards of conduct to which Suppliers and their personnel, representatives, employees, agents, subcontractors, assignees and affiliated entities (collectively referred to as Supplier Representatives) must adhere while conducting business with, or on behalf of, FortisAlberta. Suppliers must take appropriate steps to ensure the Supplier Code is communicated to, understood by and complied with by their Representatives and followed while they do business with, or on behalf of FortisAlberta. We reserve the right to amend and modify the Supplier Code at our discretion.

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## Health and Safety

FortisAlberta has a strong safety culture with the goal of achieving zero preventable injuries. We strive to achieve health and safety excellence in providing safe and reliable service to our customers. We work to ensure that everyone, including our employees, contractors, customers and the public, gets home safely each day. No work requirement is more important than ensuring the job is performed safely. Suppliers share the responsibility of ensuring our workplace and the communities we serve are safe and healthy. Suppliers must also ensure strict compliance with the FortisAlberta Health and Safety Commitment Statement. In line with this commitment, Suppliers must meet the following requirements:

### Workplace Safety

Suppliers must provide a safe, healthy and sanitary work environment for all employees. Suppliers shall implement procedures and safeguards to manage and minimize workplace hazards, work-related accidents and injuries inherent in the working environment (particularly the utility industry). Suppliers must ensure utmost compliance with all applicable occupational health and safety rules, laws, standards and procedures. Suppliers are responsible for complying with, and enforcing, any additional FortisAlberta safety standard and policies and procedures communicated to the Supplier. Suppliers must also ensure completion of all necessary safety training by its Representatives.

### Fit for Duty

Our commitment to providing a healthy and safe working environment is built upon a workplace that is free of impairment. Suppliers must ensure that workers are fit for duty, not suffering from any form of mental or physical impairment and not under the influence of alcohol or drugs throughout all working hours (on and off premises and on standby duty).

### Reporting Incidents

In addition to any other legal reporting requirements, each Supplier must immediately report to their FortisAlberta representative any occupational injuries, unsafe conditions or practices and damage to property occurring as a result of the Supplier's activities for, or on behalf of the Company.



# Labour and Human Rights

We are committed to upholding the human rights of workers and treating them with dignity and respect. We support the spirit and intent of the United Nations' Universal Declaration of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. FortisAlberta expects its Suppliers to comply fully with employment, human rights and labour laws and regulations, including the [Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023](#).

## Equal opportunity Rights (No Discrimination, Abuse, or Harassment)

Suppliers must not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any other employment practices. Suppliers shall create and maintain a work environment free of discriminatory acts, harassment or any other form of abusive or inappropriate behaviour or retaliation based upon race, ethnic or national origin, language, colour, religious beliefs, age, marital status, family status, sexual orientation, gender, gender identity, gender expression, source of income, physical disability, mental disability or any other legally protected characteristic.

Suppliers must not condone or tolerate such behaviours by their Representatives. Engaging in any of these behaviours may result in termination of the Supplier's contract with FortisAlberta or removal of Supplier's personnel from Company property as deemed appropriate and at our sole discretion.

## Labour Conditions

Suppliers must ensure that no child labour, forced labour, bonded labour or indentured labour (as defined in the Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023) will be used in any supply chain. All labour must be voluntary. Suppliers must ensure that their employees are free from undue risk of physical harm or exploitation and are compensated in accordance with all applicable wage and work-hour laws and regulations. Suppliers must respect the right of workers to choose whether to lawfully and peacefully form or join trade unions of their choosing and to bargain collectively.

Suppliers must review their operations to ensure they mitigate the risk of forced or child labour entering their supply chains, as well as collect the necessary data to meet their reporting obligations or to support FortisAlberta reporting requirements.

## Respect and Dignity

Suppliers must treat their workers and employees and FortisAlberta employees with respect and dignity.

## Immigration

All Supplier workers required to perform work in Canada must be authorized to work in Canada, and the Supplier will have obtained all necessary documentation indicating such authorization prior to permitting its representatives to work for FortisAlberta in Canada.

## Compliance

Supplier shall implement and maintain a reliable record-keeping system regarding the eligibility of all workers, including age eligibility and legal status of foreign workers. Engaging child labour, forced labour, bonded labour or indentured labour is a crime within the context of the relevant Canadian laws and international conventions, including the Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023. Non-compliance with these requirements would result in the termination of the Supplier's contract with FortisAlberta and may also involve further legal sanctions.



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## Sustainability

At FortisAlberta, sustainability is taking care of our people, our communities and the environment while maintaining business excellence along the way. Our Suppliers must be aligned with our [Sustainability Commitment Statement](#).

### Indigenous Commitment

FortisAlberta acknowledges the importance of building and nurturing authentic relationships within the Indigenous communities we serve, including the First Nations and Métis Settlement lands. We respect Canada's Indigenous People, their land and culture, and we recognize them as the traditional stewards of the land. We believe Suppliers should, where applicable, endeavor to have a similar approach and engage respectfully with Indigenous and other communities (including respecting their rights and traditions). Our Suppliers must be aligned with our [Indigenous Commitment Statement](#).

### Environment Commitment

Suppliers must comply with all applicable environmental policies, procedures, regulations and laws and FortisAlberta's [Environmental Commitment Statement](#). Our Suppliers must be familiar with and contribute to this commitment. Suppliers must operate in an environmentally responsible manner and seek to develop and use environmentally-friendly innovations and practices that reduce negative environmental impacts.

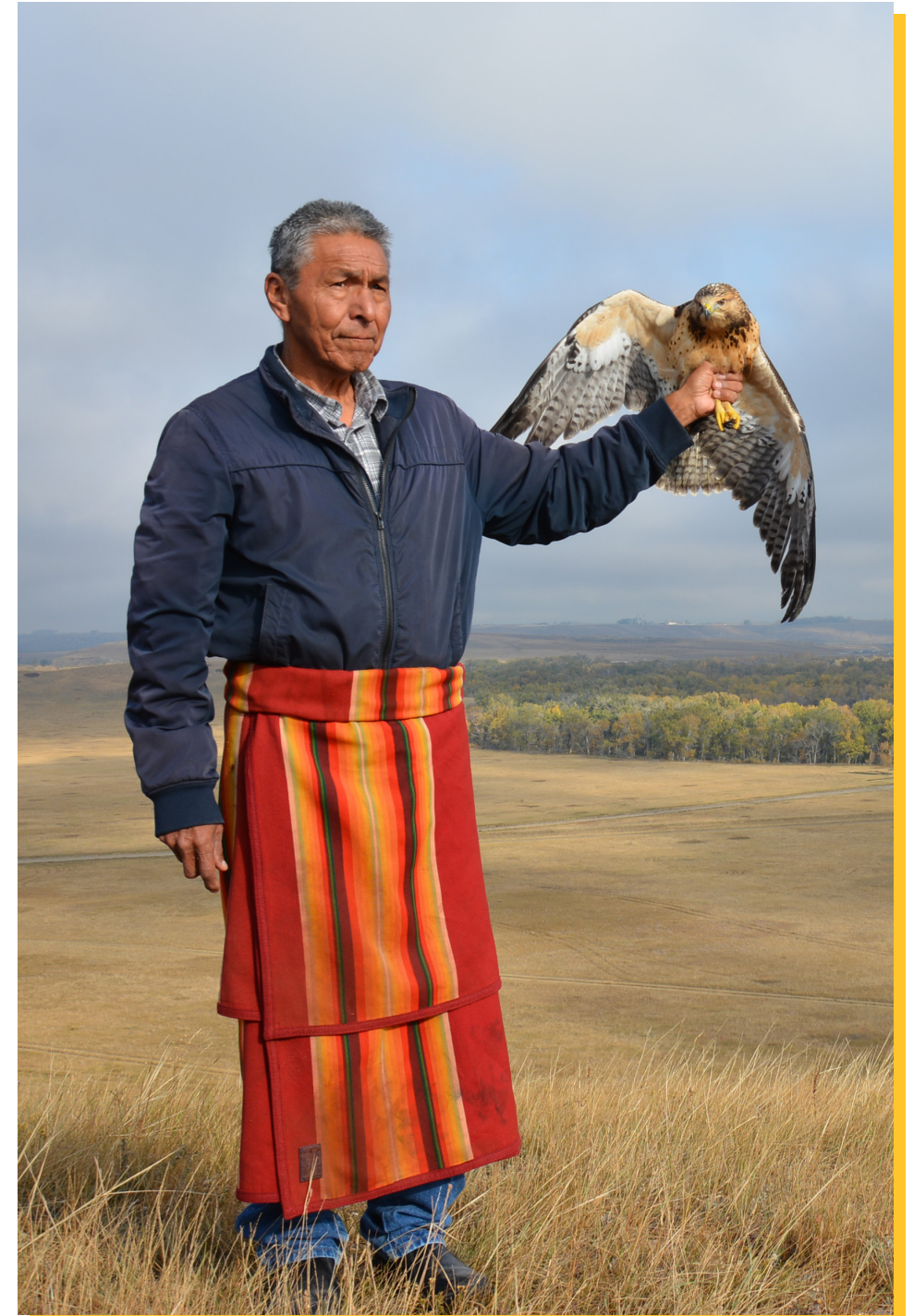


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## Acting Responsibly

### Anti-Corruption

Suppliers are strictly prohibited from promising, offering, providing or accepting anything of value, directly or indirectly, to any public official or private party in order to obtain any improper benefit or advantage or to exert improper influence. Suppliers must comply with all applicable national and international anti-corruption and anti-bribery laws and regulations as well as FortisAlberta's Anti-Corruption Policy.

### Conflicts of Interest

Suppliers are prohibited from engaging in any activity which could give rise to, or could be perceived to give rise to, a conflict between their personal interests, including the interests of any member of their family, and the interests of FortisAlberta. Suppliers shall exercise due care and diligence to avoid any situation where they may improperly benefit, or appear to improperly benefit, from knowledge acquired from their business relationships with FortisAlberta.

### Business Records

Suppliers must create, retain and dispose of business records in full accordance with applicable legal and contractual requirements. FortisAlberta reserves the right from time to time to monitor and request Supplier records as they pertain to work being performed for FortisAlberta. When requested, records, accounts, books and documents must be provided in a timely manner to FortisAlberta. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable and may result in termination of Supplier's business relationship with FortisAlberta.

### Corporate Property

Suppliers must protect all FortisAlberta tangible and intangible property and ensure that the use of such assets is for FortisAlberta business-related purposes only and complies with all our Company policies, as well as any applicable laws.

### Intellectual Property

Our intellectual property rights, including our trademarks, service marks, logos, copyrights, trade secrets, inventions, discoveries and patents are valuable assets that must be protected. Suppliers must protect and not infringe on our intellectual property rights. Suppliers must comply with all the applicable laws governing intellectual property rights, including protection against disclosure, patents, copyrights and trademarks.



# Acting Responsibly

## Confidentiality, Privacy and Data Protection

Confidential information is non-public information about the business, employees or customers of FortisAlberta. FortisAlberta is committed to safeguarding and protecting our own confidential information and the personal information of our customers, employees and Suppliers. Suppliers shall abide by their obligations relating to protection, collection and proper handling of confidential and personal information in accordance with their agreements with the Company and applicable privacy security and data protection laws and regulations. The obligation to protect our confidential information continues even after the business relationship with us has been completed. Suppliers must notify FortisAlberta immediately of any actual or suspected privacy breaches, security breaches or loss of our information. Further, Suppliers must assist FortisAlberta in managing any consequences arising from such events. Suppliers must comply with the [FortisAlberta External Privacy Policy](#).

## Information and Data Security

FortisAlberta operates under an information security program that meets and exceeds recognized industry standards. FortisAlberta provides access to digital assets and information security systems (including equipment, systems and online services) to approved Suppliers to enhance how we do business together. Suppliers with access to our information security systems must have a security program in place that meets recognized industry standards, and which must also comply with our minimum information security standards. Suppliers with access to FortisAlberta’s information security systems shall ensure all reasonable measures are taken to protect information assets when handling and/or transmitting electronic communications within our information systems. Suppliers must comply with any contractual requirements regarding information security and data protection and destruction. Suppliers are also responsible for ensuring completion of all required IT training and compliance with FortisAlberta Information Technology Policies.

## External Recognition

Suppliers shall not use the name, trademark, logo or any other imagery or intellectual property of FortisAlberta for any reason, including marketing, endorsements or promotional activities, without the prior written consent of FortisAlberta. Even a simple mention of the name FortisAlberta may be considered an endorsement. Always ask your FortisAlberta representative prior to using our name, logo or other trademarks.

Suppliers are prohibited from making posts or comments on social media that imply that they are speaking for, or on behalf of, FortisAlberta. Suppliers are prohibited from disclosing confidential or material information about FortisAlberta, its employees or operations on social media. Suppliers are also prohibited from participating in online communications or participating in social media sites, virtual chat rooms or newsgroup discussions about FortisAlberta. Suppliers are expected to comply with our Social Media Policy.





# Supplier Compliance

The requirements outlined in this Supplier Code are not to be read in lieu of, but in addition to your legal obligations and standards of conduct prescribed in FortisAlberta’s other policies available to the Supplier, which may have more detailed requirements relating to the topics covered in this Supplier Code. Those policies include:

Those policies include:

- Code of Conduct Policy
- External Privacy Policy
- Employee Privacy Policy
- Insider Trading Policy
- Anti-Corruption Policy
- Social Media Policy
- Distracted Driving Policy
- Drugs and Alcohol Policy
- Respect in the Workplace Policy
- General IT Policy
- IT Acceptable Use of Technology Policy
- IT Security Policy
- Records Retention and Disposition Policy

Suppliers can contact [Compliance@fortisalberta.com](mailto:Compliance@fortisalberta.com) to request copies of these policies.

The Supplier Code sets out minimum standards that Suppliers must meet and nothing in the Code shall prevent Suppliers from exceeding these standards. The expectations outlined in the Supplier Code are not replacements or substitutes for the FortisAlberta Code of Conduct, applicable laws, and the Supplier’s contractual obligations. The Supplier Code should be construed as supplemental to the Supplier’s contractual obligations and in the event of any conflict, the terms in the Supplier’s agreement with FortisAlberta will prevail. Where the Supplier Code and national or local laws have requirements for the same subject matter, Suppliers shall meet the more stringent requirements. The Supplier Code does not create new and additional third-party rights for the Suppliers, or any other third parties, including the Suppliers’ employees, workers, affiliates, and subcontractors.

The business practices of Suppliers may reflect on or affect the work environment at FortisAlberta. Non-compliance with the standards set forth in the Supplier Code and all applicable local and federal laws could result in disciplinary action up to and including immediate removal from FortisAlberta property, termination of contracts in accordance with contractual terms, subsequent disqualification as a future Supplier to FortisAlberta and/or disclosure to the appropriate authorities if there is a violation of law and/or legal action. As an expectation of this commitment, we may audit Suppliers to confirm compliance with the Supplier Code.

## Reporting Non-Compliance

The Supplier Code does not anticipate or specifically address all issues that may arise as part of your relationship with FortisAlberta. Suppliers are encouraged to contact their FortisAlberta business representative, a member of the Procurement and Supply Chain team or the Compliance and Privacy Officer with questions or for guidance on how to proceed in any given situation.

We prohibit retaliation against anyone who raises concerns or is involved in an investigation into possible non-compliance of this Supplier Code.

Non-compliance of this Supplier Code may be reported to any of the following: The respective FortisAlberta Business Representative; The Director, Procurement and Supply Chain Management, the Compliance and Privacy Officer or the EthicsPoint anonymous reporting system (1-866-294-5534 or <http://www.fortis.ethicspoint.com>); or [ComplianceOfficer@fortisalberta.com](mailto:ComplianceOfficer@fortisalberta.com).



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