



The Code of Ethics (hereinafter the "Code") for the suppliers of FRACO PRODUCTS LTD / FRACO USA INC and all of its respective subsidiaries (hereinafter collectively "FRACO") applies to all suppliers of FRACO.

The term "supplier" means any organization, including its representatives, shareholders, affiliates, directors, employees, accredited representatives and subcontractors as the case may be, that provides goods or services to FRACO.

The Code sets out FRACO expectations of the suppliers with whom it has business relationships. Suppliers are responsible for compliance with the Code for their subcontractors, accredited representatives or other business partners.

Business relationships include any link and any exchange, verbal or written, between FRACO and its suppliers as well as any potential supplier without there necessarily being any contractual commitments.

This Code is in addition to applicable laws and regulations. Thus, in all their activities, suppliers must comply with the laws and regulations in force in Canada and Quebec, including any applicable rules of international law, insofar as they are not incompatible with the laws of the supplier's country, but with the exception of the standards provided for in the Universal Declaration of Human Rights, which they remain applicable.

Where the jurisdiction of Quebec or Canada applies, the Provider must fully comply with the laws of Quebec and those of Canada applicable therein.

Suppliers are invited to go beyond compliance with laws and apply globally recognized standards and conventions in order to demonstrate ethics and fulfill their commitments in terms of social and environmental responsibility, all in compliance with the highest standards of human rights.

This Code is an integral part of the contractual documents binding the suppliers of FRACO.

As part of their business relationships with FRACO, suppliers must act in accordance with FRACO's values as well as the rights of people and the environment.

Thus, suppliers must act with professionalism, integrity and honesty, at all times with the concern of preserving the integrity of FRACO and its reputation.

Any conflict of interest and any situation likely to create a conflict of interest that has an impact on the impartiality of FRACO' personnel in the business relationship must be declared to FRACO, without delay, as soon as they become known.

Any act and participation in an act of collusion, any conspiracy, agreement or arrangement to fix prices with other suppliers or aimed at or having the effect of reducing competition, as well as any arrangement that could prevent the normal course of the business relationship between FRACO and its suppliers, including any form of passive and active corruption, are prohibited. extortion, bribery, personal advantage, influence peddling, obtaining privileged information, embezzlement and falsification. FRACO expects the supplier to apply these same standards within its own company.



The Provider agrees not to associate with or participate, directly or indirectly, in the activities of any criminal organization. These activities include, but are not limited to, money laundering, trafficking in illicit substances, and laundering the proceeds of crime. The supplier must also work against corruption in all its forms, including extortion and bribery.

Any act or omission intended to prevent or hinder FRACO in its verifications for possible breaches of the Code is prohibited.

Any false, deceptive or misleading statement in the relationship between the parties, including in a request for payment, a call for qualifications, a call for tenders or any other similar process, is also prohibited.

Except in the context of previously authorized and reasonably exercised business practices, no favours, services, advantages, invitations or gifts that could be considered a potential source of conflict of interest may be accepted by FRACO personnel. Unless previously authorized, gifts, meals, trips and favours may not be offered by suppliers.

Suppliers must be honest, professional and fair in their dealings with FRACO by accurately reporting on their ability to meet all the obligations of their commitments.

Suppliers must avoid any action that would jeopardize the ability of current or former employees of FRACO to comply with their legal or contractual obligations to FRACO, including compliance with the Code of Ethics and Conduct for FRACO employees, who will survive or survive the termination of their employment.

Suppliers must ensure that they treat their employees fairly and equitably, without regard to gender, race, colour, national origin, political or other opinion, sexual orientation, religion or any other generally accepted ground of discrimination. They must create an environment free from all forms of harassment, intimidation or abuse and respect applicable human rights legislation as well as international instruments, including the Universal Declaration of Human Rights.

Suppliers should support and respect the protection of internationally proclaimed human rights and ensure that their companies are not complicit in human rights abuses.

Suppliers must respect workers' rights, including freedom of association and the right to collective representation and bargaining, based on internationally accepted standards as defined in International Labour Organization (ILO) conventions, including, but not limited to, those relating to child labour. In this regard, FRACO expects suppliers to:

- Prohibit forced or compulsory labour of any kind;
- Bans the use of child labour and the exploitation of minors;
- Recognize freedom of association and the right to collective bargaining;
- Eliminate discrimination in employment and occupation; and
- Compensate workers so that they can meet their basic needs, notwithstanding the standards of applicable wage legislation.

Suppliers must apply occupational health and safety standards that comply with the laws and regulations in force to ensure healthy and safe working conditions for all their employees. In addition, they must take adequate measures to prevent work-related injuries and accidents.



Suppliers must comply with the environmental laws, regulations and standards applicable to the country in which they operate and seek to reduce the environmental impacts of their operations and products. They must promote the adoption of the necessary measures to prevent pollution, conserve and use the natural resources required for their activities as efficiently as possible, and encourage the development and dissemination of environmentally friendly technologies. In addition, suppliers are committed to implementing a responsible sourcing policy.

Suppliers must treat FRACO' customers, employees and partners with courtesy and fairness in their dealings, regardless of the form.

Suppliers must respect the intellectual property of FRACO, whether registered or not. Suppliers may not, without the written consent of FRACO, reproduce, copy, publish, transmit, communicate or use in any way whatsoever the materials, information and/or trademarks or any other intellectual property of FRACO.

Suppliers must protect the confidential information of FRACO that they hold or have access to, in accordance with FRACO's best practices and policies. Confidentiality of information applies to any non-public information of FRACO, its customers and its employees.

Suppliers must not use confidential information, except for the purpose of carrying out their mandate, and they may not disseminate or share it with a third party without the prior consent of FRACO. These obligations apply for the entire duration of the business relationship and continue after the end of the contractual commitments or until such information becomes public.

Suppliers must comply with all regulations and standards applicable to them in terms of advertising, including, but not limited to, those relating to consumer protection. As for content accessible on the Internet, providers must comply with the terms of use of the platform on which the advertisement is broadcast, the chosen platform must not cause harm to FRACO and it must comply with the laws of the country in which such advertising is accessible.

It is the responsibility of each supplier of FRACO to ensure that the standards and principles of this Code are respected and therefore to ensure that the management mechanisms aimed at their compliance are in force within its company. It is also the responsibility of the suppliers to take the necessary steps to resolve any deviations.

For information purposes, FRACO expects its suppliers to provide their employees who have a business relationship with FRACO with a copy of this Code. Suppliers must also implement best management practices that will ensure their ability to comply with the content of this Code, based on the laws and regulations applicable to their production and business sites.

In addition, FRACO also asks its suppliers to transmit this Code to all their subcontractors, including any accredited representative agent or any other business partners.

The Code may be modified at the discretion of FRACO to reflect its principles and values.

FRACO reserves the right to verify that all of its suppliers, agents and subcontractors comply with the Code. Such verification will be carried out by the self-assessment of the supplier, agent and subcontractors or by any other form that FRACO deems necessary. FRACO or an external resource designated by it may also conduct an audit of compliance with this Code, including a visit to the



facilities and consultation of the relevant files of the supplier, agents and subcontractors. At all times, suppliers, agents and subcontractors shall provide FRACO and its representatives with reasonable and timely access to their facilities and to relevant records.

Any breach of the Code is subject to sanction by FRACO, which can range from a simple warning to a notice enjoining the supplier to correct any breach, to disqualification, to the cancellation and termination of the contract with the supplier found to be in default, all at the discretion of FRACO.

To report any concerns or potential or actual violations of the Code:

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