

Policy Title:	Supplier Code of Conduct Policy		
Policy Number: PR-	Original Date:	Effective Date: January 1, 2024	Revision Date: May 27, 2024
Purpose:	To ensure that all suppliers provide products and services to Moore Packaging that comply with all applicable labour, employment, health and safety and environmental laws and regulations of the country where the merchandise is produced, or service provided.		
Regulation Reference:	Bill S-211 - Fighting Against Forced Labour and Child Labour in Supply Chains Act.		
Form Reference:	EHS-ADM-014		

Policy Statement

Moore Packaging expects its suppliers to provide products and services that are based on practices that ensure that their Team Members are treated with dignity, respect and equity in a healthy and safe work environment that provides decent conditions and is free of abuse. Moore Packaging expects all its Suppliers to adhere to business ethics and train all its internal stakeholders. Suppliers should comply, at a minimum, with all applicable labor, employment, health and safety, and environmental laws and regulations of the country where the merchandise is produced, or service provided.

Responsibilities

This standard applies to all suppliers, vendors, agents, brokers, and third parties (collectively, “Suppliers”) who manufacture and/or supply goods and services who conduct business with Moore Packaging. Suppliers shall monitor compliance of their operation with the terms of the agreement. Should a Supplier fail to comply with the Code, Moore Packaging reserves the right to request corrective action. If a Supplier fails to implement corrective action or to comply with the Code, Moore Packaging may, at its discretion, suspend or terminate, in whole or in part, its relationship with the Supplier.

Standards

CHILD LABOUR AND YOUNG WORKERS

All Team Members shall be of at least legal age established by local law. If the local law does not set a minimum age, Team Members must be at least eighteen (18) years old. Official and verifiable documentation of each Team Member’s date of birth, or a legally recognizable method of confirming each Team Member’s age, shall be maintained.

Team Members under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health and safety. Hazardous work includes, but is not limited to, work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and tools or work that involves the manual or transport of heavy loads.

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FREEDOM OF ASSOCIATION

Moore Packaging expects suppliers to recognize freedom of association, regardless of the jurisdiction in which they operate. Team Member representatives shall not be subject to discrimination or harassment. Moore Packaging expects suppliers to establish open, respectful dialogue with its Team Members, thus fostering a healthy work environment.

DISCRIMINATION IN EMPLOYMENT

Moore Packaging supports the principles of diversity and equality and expects suppliers to refrain from discrimination against their Team Members for any of the following reasons: age (except as provided by law), ancestry, color, race, citizenship, civil, marital or family status (including single status), ethnic or national origin, place of origin, gender identity, gender expression, language, disability or handicap, political convictions, record of offences (in employment only), religious belief or creed, sex, (including pregnancy and breastfeeding), sexual orientation, social condition or any other legally prohibited grounds for discrimination in the hiring process and every aspect of work life.

FORCED, BONDED, SLAVE AND HUMAN TRAFFICKING

All Team Members shall work on a voluntary basis and not be subject to any exploitation, such as forced, bonded and indentured labor, or sexual exploitation. Team members shall not be subject to any forms of coercion, fraud, deception, or giving up control of their person for the purpose of exploitation. Team Members shall not be mandated to work overtime hours or complete production quotas that result in a violation of legal working hour requirements. Team Members shall maintain possession or have control of their personal identity and travel documents. Team Members' freedom of movement shall not be restricted, nor shall Team Members be prevented from terminating employment. Wages shall not be withheld except as mandated by law.

Suppliers shall only use legally recognized employment agencies with a current license and shall ensure that recruitment of Team Members, whether directly or indirectly, complies with applicable laws and regulations. Team members shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed to Team members.

ABUSE, HARASSMENT AND DISCIPLINARY ACTION

All Team Members shall be treated with dignity and respect. Physical, sexual, verbal, or mental abuse, coercion or threats, corporal punishment, or any form of harassment during hiring or employment is prohibited. Written disciplinary policies and procedures and records or disciplinary actions for all Team Members shall be maintained. Illegal or excessive disciplinary actions or monetary fines are prohibited.

LABOUR AND EMPLOYMENT MANAGEMENT

Suppliers shall comply with all applicable laws and regulations including, but are not limited to, those that address wages; working hours; discriminatory hiring and employment practices; Team Members' right to associate freely. Where not covered by applicable laws and regulations, compliance with the following is

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required:

A. Terms of Employment: Where required by law, Team Members shall be provided with a written employment contract outlining the terms of employment. Team Members' legal status shall be verified. Only Team Members with valid work authorization issued by an appropriate legal authority shall be hired. Team Members' age documentation shall be verified, and as allowed by law, copies of such documents shall be maintained for each Team Member.

B. Wage and Benefits: Team Members shall be paid at least legal minimum and overtime wages for hours worked. An itemized wage statement for all Team Members shall be provided, which, at a minimum, shall include pay period, wages earned for pay period, rate of pay, regular and overtime hours worked, deductions, and benefits. Unless required by law, there should be no other deductions from wages. Team Members shall be provided all legally mandated benefits, including, parental leave, annual leave, sick leave, and statutory holidays. Accurate payroll and production records shall be maintained.

C. Regular working Hours and Overtime Hours: Team Members' regular and overtime working hours shall not exceed legal limits. If legal overtime is necessary due to the seasonal nature of the industry, Team Members shall be informed about overtime obligations prior to time of hire and in advance of the overtime shift and be allowed to refuse to work overtime without punishment, penalty, or disciplinary action. At least one day off in a seven-day workweek shall be provided. Exceptions to this requirement must comply with the law and only due to exceptional circumstances, such as work that is continuous in nature or in the event of an emergency.

HEALTH AND SAFETY

Suppliers shall comply with all applicable laws and regulations including, but not limited to, those that address the health and safety of Team Members. Where not covered by applicable laws and regulations, compliance with the following is required:

A. Health and Safety Education: Team Members shall be provided with written information on health and safety, and good sanitation maintenance. Health & Safety notices shall be posted and updated regularly. Team Members who work with or are exposed to chemicals and hazardous materials shall be trained on safe handling, storage, and disposal of those materials. Team Members who work with dangerous equipment shall be trained on safe operation and handling. Safety signs and manuals for all dangerous equipment shall be provided. Team Members shall be trained on evacuation procedures in case of emergency.

B. Fire Safety and Emergency Evacuation: Emergency exits shall be clearly marked, free of any obstructions, unlocked and provided with signs understood by all Team Members. Emergency exits shall open in direction of travel with a single release. Secondary emergency exits on each floor shall be provided. Emergency exit routes shall be clearly marked, free of any obstructions and always well-lighted. Emergency exit routes shall lead to a safe assembly area. The assembly area should not be located near storage of chemicals and/or hazardous materials and equipment. Fire extinguishers shall be appropriate to the type of production, clearly marked, free from obstructions and be inspected monthly or as required by law, whichever is stricter. Evacuation plot plans shall be provided in Team Member areas and along emergency exit routes. Fire and other emergency evacuation drills shall be conducted every twelve (12) months for all Team Members on every shift and floor or as required by law, whichever is stricter.

C. Electrical Safety and Electrical Panels: Wiring and outlets should be inspected at least monthly, and shall not be damaged, exposed or pose a trip hazard.

D. First Aid and Emergency Care Procedures: Procedures shall be adopted, and steps shall be taken to prevent accidents, injuries, and the spread of diseases. At least one trained first-aid personnel shall be assigned and available on every shift. In the event of serious injuries, Team members shall receive medical treatment at the nearest medical facility. Fully stocked and clearly marked locations of first-aid medical supplies shall be accessible to Team Members. Eye-wash stations and/or chemical showers shall be provided when required

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when required by law and/or under relevant working conditions. Records of Team Members accidents and injuries shall be maintained, including records of investigations, and corrective and preventative actions.

E. Properly ventilated work areas shall be provided, especially in areas where chemicals or hazardous materials are used. In hot environments, sufficient fans shall be provided, and in cold environments, sufficient heating shall be provided without risk to Team Member safety. Adequate lighting in the workspace for all Team Members shall be provided.

F. Personal Protective Equipment, if required, shall be provided at no cost to Team Members. Personal protective equipment shall be provided to all Team Members exposed to physical dangers. Personal protective equipment includes, but is not limited to face masks, eye protection, gloves, hard hats, safety shoes, insulated clothing, and hearing protection.

Members of the general public can submit questions or concerns related to any violations of this policy directly at info@moorepackaging.com.

Your signature below indicates that you will abide by the principles set out in this policy.

Supplier Legal Name: _____

Authorized Contact Name: _____

Title: _____

Signature: _____

Training

Requirements of this procedure shall be explained to applicable Moore Packaging Team Members as part of new Supplier onboarding or current Supplier management.

Evaluation

This Policy will be evaluated annually.

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