



Supplier Code of Conduct

Introduction

Cube Packaging Solutions Inc. ("**Cube**") is committed to conducting business in a legal, ethical, and responsible manner. Our Supplier Code of Conduct ("**Supplier Code of Conduct**" or "**Code**") sets out our expectations for suppliers in the areas of business integrity and anti-corruption, labour practices, health and safety, and environmental management. It reflects our values and expectations, both of ourselves and our suppliers, agents, consultants and other third parties and business partners and their respective employees, directors and officers (each a "**Supplier**" and collectively "**Suppliers**").

Cube strives to do business with Suppliers who share its values and commitments. The expectations set forth herein draw upon international standards and best practices in the area of human rights and sustainability and are designed to provide Suppliers with a clear understanding of how they can meet Cube's standards and conduct their business activities in compliance with applicable laws.

This Code draws upon international and Canadian standards, including the Ontario Human Rights Code, the Employment Standards Act (ESA), the Occupational Health and Safety Act (OHSA), and the Accessibility for Ontarians with Disabilities Act (AODA), among others.

Applicability and Scope

Cube requires Suppliers to adhere to this Supplier Code of Conduct. Suppliers must ensure that all outsourcing or subcontracting (each a "**Partner**" and collectively "**Partners**") for manufacturing, assembly, tasks, raw materials, parts, and transportation of goods, as applicable, are in compliance with this Code. Cube reserves the right to request documented evidence of compliance.

While Cube recognizes that its Suppliers operate in different legal environments, the standards set forth in this Code operate as formal obligations and in some instances as a benchmark for acceptable conduct. Where applicable local laws or regulations impose less restrictive obligations on a Supplier, the Supplier is expected to adhere to the standards of this Code. Conversely, where applicable local laws impose greater obligations on a Supplier, the Supplier must comply with such laws and regulations. As such, this Code shall be the minimum required for compliance. Under no circumstances shall a Supplier fail to adhere to the standards of this Code or applicable laws or regulations.

Requirements for Suppliers

Bribery/Corruption

Each Supplier shall uphold the highest standards of moral and ethical conduct to ensure compliance with all applicable laws and regulations concerning anti-corruption and anti-bribery. Any involvement, directly or indirectly, in corruption, fraud, bribery, kickbacks, money laundering, embezzlement, extortion, or any other form of corruption or unethical practices, is strictly prohibited. No Supplier may, directly or indirectly, give or receive an improper business advantage or anything of value in exchange for preferential treatment.

Conflicts of Interest

Each Supplier must always avoid situations of real, perceived, or potential conflicts of interest. In doing so, each Supplier should adopt clear policies or processes on preventing and managing conflicts of interests. Each Supplier's relationship with Cube should be guided by acting in the best interest of Cube. Cube recognizes that Suppliers may be involved in business relationships with other companies, including Cube's competitors. However, these relationships should never interfere, or appear to interfere, with any Supplier's ability to make an objective business decision regarding Cube and to fulfill its responsibilities towards Cube.

Gifts, Promotional Items and Hospitality/Entertainment



Each Supplier must refrain from providing direct or indirect improper personal benefits to Cube's employees, members of their families, or persons with whom they share a close personal relationship. Some gifts and entertainment (e.g., a business courtesy such as a meal or an event that is attended with the Cube employee) can be accepted provided they are not lavish in the circumstances, cannot reasonably be interpreted as an improper payment and can be disclosed publicly without any embarrassment to Cube. For greater certainty, no gifts or entertainment are permitted during a request for proposals (or similar) process. Any situation involving a Supplier that may reasonably create even an appearance of conflict of interest should immediately be disclosed to Cube.

Confidentiality and Privacy Protection

Each Supplier must take all reasonable and necessary precautions to safeguard Cube and its partners' information to which it has access, including not disclosing to anyone, inside or outside of Cube, unless disclosure is properly authorized, in connection with a clearly defined legitimate business need (*i.e.*, shared only on a "need-to-know" basis), and subject to a written confidentiality agreement. Suppliers shall comply with all applicable privacy and data protection laws and regulations of their operating jurisdiction when handling personal data.

Minimum Wage and Working Hours

Suppliers must ensure equitable and fair compensation for their workers, adhering to wages and benefits that meet the requirements of local law and/or by the collective agreement or contract that governs workers, and comply with minimum wage and overtime pay requirements. Each Supplier must establish work schedules and overtime policies, abiding by maximum hour and work week laws, rest period requirements, overtime, as well as vacation, holiday time and other local law requirements.

Forced and Child Labour

Use of forced or compulsory labour by a Supplier is strictly prohibited. This includes work or services not voluntarily performed that are required or coerced from a person under threat (whether to such person or to someone that they know), force or penalty, or threatened abuse of law or legal process, including any kind of involuntary or compulsory, indentured or bonded labour, slavery, servitude or other slavery-like circumstances. Each Supplier must allow their workers the right to leave work and freely terminate their employment, taking into account legal notice period requirements.

Each Supplier must undertake reasonable measures and conduct reasonable due diligence on its own supply chains and operations to ensure there is no use of modern slavery, including without limitation, forced labour or child labour.

Each Supplier may only engage workers, employees and contractors that are permitted to work in the jurisdictions in which the Supplier requires them to work. No Supplier may engage any person under the age of 18 if the work in question would (or could reasonably be expected to):

- a) Be mentally, physically, socially or morally dangerous to a child;
- b) Deprive a child of the opportunity to attend school;
- c) Oblige a child to leave school prematurely;
- d) Require a child to attempt to combine school attendance with excessively long and heavy work; and
- e) Otherwise interfere with a child's schooling.

No Supplier may employ any individual below the minimum age permitted by local law. Each Supplier must operate in compliance with local laws and the International Labour Organization standards regarding child labour.

Each Supplier must ensure that all its workers, contractors and employees are aware of their rights to refuse unsafe work without fear of reprisal. Each Supplier must provide all its workers, contractors and employees with all required



and necessary personal protective equipment for their role, including any necessary instruction on how to use such personal protective equipment.

No Supplier may import any goods which have been produced (or are reasonably suspected to have been produced) in whole or in part with modern slavery, including the use of forced labour or child labour.

Freedom of Association

Each Supplier must comply with local laws and regulations regarding the activities of trade unions and their organizational activities. Each Supplier must recognize and respect the rights of employees to freely associate, organize and bargain collectively, in accordance with applicable laws.

Diversity, Equity, and Inclusion

Diversity, equity, and inclusion are important pillars at Cube. Each Supplier is encouraged to adopt measures that foster diversity and inclusion within their own organizations, and to integrate diverse vendors into their processes so their own supply base reflects the diversity of society.

Discrimination and Harassment

Suppliers shall not engage in, and Suppliers must impose clear measures that prohibit any form of discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or the receipt of public assistance or any other characteristic protected by law.

No Supplier may engage in, and each Supplier must impose clear measures that prohibit physical, mental, verbal, social, sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of harassment.

Discipline

Suppliers shall treat workers with utmost respect and dignity. Suppliers shall not under any circumstances subject workers to any form of disciplinary actions involving corporal punishment, abuse, intimidation, or harassment, whether psychological, sexual, or verbal. Suppliers shall ensure that all disciplinary action taken against their workers comply with all applicable laws and regulations, as well as internationally recognized human rights standards.

Health and Safety

Each Supplier must provide a safe, clean and healthy work environment and abide by all applicable laws and regulations with respect to health, safety and the environment. Each Supplier should provide appropriate safety procedures, training, preventative maintenance and protective equipment. Each Supplier should strive for continual improvement in safety performance and regularly review and update their safety programs and practices in a manner that ensures ongoing compliance with law and industry standards.

Environmental Responsibility

Suppliers must minimize their environmental impact by implementing sustainable practices, reducing waste, conserving resources, and complying with relevant environmental regulations. Suppliers shall adhere to all applicable laws and regulations governing environmental protection within the jurisdictions in which they conduct operations.

It is expected that Suppliers establish an environmental policy and actively cultivate practices aimed at fostering heightened environmental accountability. At minimum, Suppliers are encouraged to prioritize the following aspects of environmental management: the safe handling, storage, and disposal of chemicals and hazardous substances; management of air emissions, including efforts to reduce greenhouse gas emissions; treatment of wastewater



resulting from operations; minimization of waste generation across all categories, including water and energy conservation; and promotion of material reduction, re-use, and recycling initiatives.

Non-Compliance of Code

Each Supplier acknowledges and accepts the obligation to comply with this Code. Suppliers shall be responsible to ensure that each of its Partners adheres to the same standards as a condition for supplying goods and/or services to Cube. Consequently, the Supplier agrees that Cube may, without incurring any liability, terminate its business relationship (including any purchase orders and purchase contracts) with the Supplier, should the Supplier fail to comply with this Code, or neglect to ensure that each Partner complies with the Code as if they were a direct Supplier to Cube.

Reporting

Suppliers shall promptly self-report, using the contact information below, any illegal, unethical, or otherwise improper conduct, or any other activity in violation of this Code. Suppliers 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 this Code.

Contact Name: Jugraj Singh
Title: Demand Planning and Purchasing Manager
Telephone: 905.750.2823 x234
Mobile: 647.938.7111
Email: Jugrajs@cubep.com

Conclusion

By adhering to Cube's Supplier Code of Conduct, Suppliers demonstrate their commitment to ethical business practices and contribute to the shared goal of responsible and sustainable business operations. Failure to comply with this Code may result in the termination of the Supplier's relationship with Cube Packaging Solutions Inc.

Cube Packaging Solutions Inc. reserves the right to update this Code as needed to reflect evolving industry standards or practices and changes of law within the jurisdiction in which they conduct operations.

Suppliers are encouraged to communicate any efforts made to enhance their business practices and to provide suggestions on how Cube can effectively implement the standards outlined in this Code.

Acknowledgement

By signing below, I have accepted and agreed to the Supplier Code of Conduct on behalf of _____, a Supplier to Cube Packaging Solutions Inc., and I have authority to bind the company.

Name: _____

Signature: _____

Date: _____

Title: _____