



VENDOR CODE OF CONDUCT

The ONroute Vendor Code of Conduct ("Code") applies to all suppliers, distributors, vendors, service providers and manufacturers (each a "Vendor" and collectively the "Vendors") who manufacture, package and/or supply goods and services sold to HK Travel Centre L.P. and its affiliates and subsidiaries (collectively "ONroute"). The Code establishes minimum standards that must be met by any Vendor that does business with ONroute. Vendor is responsible to ensure that these minimum standards are met throughout its operations and throughout its entire supply chain, including by all of its employees, suppliers, vendors, agents, contractors and subcontractors and their respective operations ("Partner(s)").

I. Compliance with Laws

Vendor shall comply with all applicable laws and regulations relating to its business and operations, wherever located. Where the Code requires Vendor to meet a higher standard than set out by applicable law or regulation, Vendor shall meet such higher standards.

II. Employment Standards

1. No Slavery or Human Trafficking

All labour must be voluntary. Vendor shall not support or engage in slavery or human trafficking in any part of its supply chain. Without limiting Vendor's obligations hereunder, Vendor shall not, and shall ensure that its Partners do not, support or engage in, or require any (a) compelled, involuntary, or forced labour; (b) labour to be performed by individuals under the age of 15 except as permitted in accordance with International Labour Organization practices; (c) bonded labour; or (d) prison labour.

2. Financial Obligations Imposed on workers

Vendor shall not require any worker (or worker's spouse or family member) to directly or indirectly (a) pay recruitment or other fees or other amounts (monetary or in-kind); (b) incur debt; (c) make financial guarantees; or (d) incur any other financial obligation.

3. Freedom of Movement

Vendor shall ensure that workers have the right to freedom of movement without (a) delay or hindrance; or (b) the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Freedom of movement includes each worker's right to leave the workplace without retaliation at the end of each workday and/or based on reasonable health and safety-related justifications.

4. Worker Rights to Terminate Employment

Vendor shall allow workers to terminate their employment or work arrangement (a) without restriction; and (b) without the threat or imposition of any discipline, penalty, retaliation, fine or other monetary obligation.

5. Compensation and Benefits



Vendor must compensate all workers with wages (regularly and on time), including overtime pay, and benefits that at least meet the minimum wage and benefits established by applicable law and in amounts sufficient to cover basic living requirements.

6. Deductions

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

7. Documentation

Vendor shall (a) provide proof of payment to workers (in a language that is permitted by applicable law) showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions; (b) 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 (c) maintain proper documentation of wage payments for their internal records.

8. Work Hours

Vendor shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week. Additional overtime hours are voluntary and must not exceed the maximum legally permitted number of overtime hours worked per week. Vendor shall allow workers to take (a) reasonable rest breaks, including bathroom breaks and reasonable lunch breaks; and (b) at least one regularly scheduled day off per seven-day schedule.

9. No Discrimination, Abuse, or Harassment

Vendor 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.

Vendor shall treat workers with respect and dignity, and not subject workers to any form of physical, verbal, sexual, or psychological abuse or harassment. Vendor must not condone or tolerate such behaviour by its Partners.

III. Health and Safety

10. Working Environment

Vendor shall provide a safe, healthy, and sanitary working environment. Vendor shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including, but not limited to, those relating to (a) health and safety inspections; (b) equipment maintenance; (c) maintenance of facilities; (d) worker training covering the hazards typically encountered in their scope of work; (e) fire prevention; and (f) documentation and record-keeping.

11. Protective Equipment

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



12. Safe and Compliant Workspaces

Vendor shall (a) ensure that all workspaces meet all applicable building codes and industry design and construction standards; (b) obtain and maintain all construction approvals required by law; (c) obtain and maintain all zoning and use permits required by law; (d) post safety rules, inspection results, incident reports, and permits, in each case, as required by law; (e) without limiting Vendor's obligations hereunder, ensure that all workspaces have an adequate evacuation plan; adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes; adequate lighting; adequate first aid kits and stations; adequate fire safety, prevention, alarm, and suppression systems; and adequate access to potable water.

IV. Ethical Behaviour

13. Anti- Bribery and Corruption

Vendor must maintain the highest ethical standards. Vendor must not offer cash, favours, gifts, or entertainment to ONroute's team members. Vendor shall also comply with all applicable anti-bribery and anti-corruption laws.

14. Anti-Fraud and Money Laundering

Vendor shall (a) not participate in or allow any transactions or payments that involve money laundering; (b) comply with all applicable anti-money laundering laws and regulation; not engage in fraud, including theft of assets or other fraudulent means.

V. Monitoring and Reporting

15. Verifying Eligibility and Record Keeping

Vendor shall implement and maintain a reliable system to verify the eligibility of all workers, including (a) age eligibility; and (b) legal status of foreign workers. Vendor shall also implement and maintain a reliable record-keeping system regarding the eligibility of all workers.

16. Reporting / Demonstrating Compliance

Vendor shall monitor and self-report any violations of the Code. Vendor can also submit questions and comments regarding the Code to legal@onroute.ca. Vendor shall maintain appropriate records to demonstrate compliance with this Code and produce such records as reasonably requested by ONroute.

17. No Retaliation

Vendor 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.

VI. Environmental

18. Environmental Laws



Vendor shall operate its workspaces and conduct its business operations in compliance with all environmental laws, including laws and international treaties including with respect to (a) waste disposal; (b) emissions; (c) discharges; and (d) hazardous and toxic material handling. Vendor shall cooperate with ONroute to monitor and report on emissions, as reasonably requested by ONroute.

19. Sustainable Procurement

We recognize the need to protect the natural environment for a sustainable future. We seek to minimize and reduce our own environmental impacts, including greenhouse gas emissions. In turn we seek to manage and reduce the environmental impacts of what we buy and to encourage our Vendors to minimize their impacts. This means explicitly considering lifecycle resource usage, waste, and emissions from the start of the procurement activity through to transportation and logistics arrangements. Therefore, we encourage all Vendors to (a) adopt reasonable approach to business with continuous improvement on sustainability goals; and (b) Identify risks and areas of action needed for improvement.