



September 2024  
Rev No. 2

# **W**right

## **Vendor Code of Conduct**

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Prepared by: **Wright** Construction Western Inc.

## Vendor Code of Conduct

For the purpose of this Vendor Code of Conduct, a "Vendor" means as any supplier of goods or services, any subcontractor, consultant or any business partner of any sort engaged in a business relationship with Wright Construction Western Inc. ("Wright Construction").

Wright Construction is dedicated to upholding the highest standards of both business and ethical excellence. This Vendor Code of Conduct outlines Wright Construction's expectations as to how Vendors are expected to conduct their business operations.

### **1. ACCURACY OF RECORD KEEPING**

**1.1** Vendors must ensure that they are keeping an accurate record of all financial dealings connected with their business engagements with Wright Construction. Such financial dealings include but are not limited to all expense reports, change orders, time charges, costs, bills, confirmations of payment, regulatory data, statutory declarations, lien waivers, payroll, and project estimates. These records must be accessible to Wright Construction upon request.

**1.2** Vendor accounting records must be prepared in accordance with generally accepted accounting practices and principles.

### **2. CONFIDENTIALITY AND REQUIRED DISCLOSURE**

**2.1** Vendors may access various types of confidential and proprietary information during their engagement with Wright Construction. Vendors are expected to keep all confidential and proprietary information protected and must not use that information for any improper purpose or disclose that information to anyone without proper legal authorization from Wright Construction.

**2.2** As required by law, Vendors must provide full, accurate, and understandable disclosure in all public communications including documents and reports filed with a government entity.

### **3. CONFLICTS OF INTEREST**

**3.1** Vendors must not engage in any conflicts of interest during their business engagement with Wright Construction.

**3.2** A conflict of interest would include activities where the Vendor, its affiliates, employees, or any related or family members received an improper benefit or opportunity arising from their relationship with Wright Construction or involvement on any Wright Construction project.

**3.3** If the Vendor knows or becomes aware of any conflict of interest prior to, or during their business engagement with Wright Construction, then the Vendor must immediately disclose such conflict to Wright Construction.

### **4. BRIBERY, GIFTS, AND IMPROPER PAYMENTS**

**4.1** Vendors shall never, directly or indirectly, offer to provide a payment, gift or benefit to any individual if such an action could be in any way construed as a bribe or an attempt to bribe that individual for the purpose of obtaining an advantage to the Vendor, Wright Construction or any other party involved with a Wright Construction project.

**4.2** The Vendor shall never accept and must expressly reject any payment or gift that could be construed as a bribe or an attempt to bribe the Vendor.

**4.3** Vendors shall not provide or offer to provide a gift or payment to any government official for the purpose of encouraging them to facilitate or accelerate a government process.

**4.4** For the purposes of this section, a bribe is an act whereby an individual transfers something of value to a third party for the purpose of improperly influencing the third party's actions. A bribe can include a gift or transfer of anything of value including money, travel expenses, hospitality, vacations, expenses, below-market loans, reciprocal favours, political contributions, employment or contracts, vacations, charitable contributions, or any other direct or indirect benefit.

**4.5** Vendors' must comply with the Canadian Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act, and any other such anti-corruption or anti-bribery legislation that may be applicable in a jurisdiction where the Vendor does business.

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### **5. COMPETITION AND ANTI-TRUST LAWS**

- 5.1 Vendors must be familiar and act in accordance with all applicable competition and anti-trust laws.
- 5.2 Vendors must act with honesty and compete fairly. Practices such as bid rigging, price fixing, and bribery are expressly prohibited.
- 5.3 All communications by the Vendor related to their business engagements must be accurate and truthful.
- 5.4 If the Vendor obtains private government information that was inappropriately disclosed to the Vendor by accident or on purpose, the Vendor shall refrain from using this information for its own benefit.
- 5.5 The Vendor must refrain from engaging in any fraudulent, dishonest, or unethical conduct.

### **6. HUMAN RIGHTS AND EMPLOYMENT PRACTICES**

- 6.1 The Vendor must take positive actions to ensure their business practices are not contributing to human rights abuses such as forced, bonded, or indentured labour.
- 6.2 The Vendor must engage in socially responsible and non-discriminatory employment practices in accordance with applicable human rights and employment legislation including those associated with discrimination, equal opportunity, wages & salaries, privacy, harassment, working hours, and child labour.
- 6.3 The Vendor must contribute to a respectful and safe workplace that does not tolerate harassment, bullying, discrimination, or violence of any sort.
- 6.4 The Vendor represents and warrants to Wright Construction that,
  - (a) the Vendor has no knowledge of any instance of forced or child labour currently existing within its organization or supply chain;
  - (b) the Vendor shall actively and diligently identify such activity and promptly take all necessary steps to prevent or eliminate such an occurrence within its organization and supply chain; and
  - (c) the Vendor must notify Wright Construction in writing no later than three business days after becoming aware of any instance of, or orders or charges laid, in respect of any forced or child labour occurring with its organization or supply chain.
- 6.5 The Vendor warrants that it will provide a safe and healthy work environment by complying with all applicable laws and policies respecting workplace safety.
- 6.6 Vendors must comply with the Canadian *Fighting Against Forced Labour and Child Labour in Supply Chains Act*.

### **7. COMPLIANCE WITH REGULATORY REQUIREMENTS**

- 7.1 Vendors are expected to follow all applicable regulatory requirements and legal frameworks in each and every jurisdiction they carry on business.
- 7.2 Vendors are prohibited from using non-public information for the purpose of insider trading. The Vendor is prohibited from sharing non-public information for the purposes of enabling a third party to engage in insider trading.
- 7.3 Vendors are expected to report suspicious transactions or business activities that may suggest the presence of money laundering activities in accordance with the applicable legislation.
- 7.4 Vendors are required to comply with economic sanctions, export controls, and anti-boycott laws applicable to their business engagements.

### **8. COMPANY RESOURCES**

- 8.1 If the Vendor has access to or is utilizing or caring for any asset belonging to Wright Construction, or another Vendor of Wright Construction, the Vendor is expected to use and maintain that asset with care and respect to avoid damaging or wasting the asset.

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### 9. ENVIRONMENTAL STEWARDSHIP

9.1 All Vendors are required to conduct their operations in an environmentally sustainable manner. This includes adherence to all applicable environmental regulations and obligations.

### 10. REPORTING ETHICAL CONCERNS AND VIOLATIONS OF THIS CODE OF CONDUCT

10.1 Vendors are responsible for having an established complaint channel available to all individuals within the Vendor's organization who want to report any inappropriate, illegal or unethical conduct.

10.2 Vendors are responsible for promptly investigating any complaint or conduct that they are aware of that may indicate the presence of inappropriate, illegal, or unethical conduct.

10.3 Vendors are required to cooperate where necessary in any investigation associated with a breach of this Vendor Code of Conduct.

10.4 Vendors shall report all ethical complaints, concerns, and possible violations of this Vendor Code of Conduct to the Legal & Insurance Coordinator of Wright Construction.

<b>Legal &amp; Insurance Coordinator:</b>	Michael Slominski
<b>Address:</b>	2919 Cleveland Avenue Saskatoon, SK, S7K 8A9
<b>Direct:</b>	(306) 934-0349
<b>Phone:</b>	(306) 934-0440
<b>Email:</b>	michaels@wrightconstruction.ca

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