

POLICY STATEMENT

Northback Holdings Corporation (Northback) is an organization committed to corporate citizenship and long-term sustainability. We strive to act ethically with honesty and integrity in our business interactions and to conduct business in a manner consistent with our objectives and core values. Our success and reputation are built on the trust we have earned from the people we work with and stakeholders we serve.

TO WHOM THIS POLICY APPLIES

The Consultants and Contractors Code of Conduct and Performance Standards Policy applies to anyone who works for, acts on behalf of, or represents Northback in the capacity of a Contractor or Consultant.

For the purposes of this Policy, “Contractor” refers to both Contractors and Consultants.

PERFORMANCE STANDARDS FOR CONTRACTORS:

1. At all times in the course of its performance of the Contract, Contractors will conduct themselves with fairness, integrity and honesty.
2. At all times during the term of the Contract, Contractors will avoid any actual, or apparent conflicts of interest, in which their interests outside of the Contract (including any connections or engagements the Contractor may have with third parties) and its obligations to Northback under the Contract and these Performance Standards conflict.
3. Contractors will promptly disclose to Northback in writing, to the best of their knowledge, any actual or apparent conflicts between their interests and those of Northback during the term of the Contract, including:
 - a. The name of any current director or employee of Northback who an owner is, or representative of the Contractor;
 - b. Any business relationship that the Contractor or any of its owners or officers have with a director or officer of Northback or with an employee of Northback who may have actual or apparent involvement in any Northback procurement process, or the Contract; and
 - c. The name of any director or employee of Northback who is connected by frequent or close association to the Contractor, any of its owners or officers, or any representative of the process, or the performance or administration of the Contract.
4. Northback’s interests include non-economic considerations such as reputation.
5. In addition to the disclosure required above, the Contractor will take any steps reasonably required by Northback to address or mitigate any actual or apparent conflicts of interest.

6. Subject to the terms of the Contract, the Contractor will keep confidential all non-public, confidential information provided to them by Northback or developed during the performance of the Contract. The Contractor will not use that information for any purpose unrelated to performance of their obligations under the Contract.
7. If Northback gives the Contractor access to any Northback property during the term of the Contract, the Contractor will use that property solely for the purposes of the Contract.
8. The Contractor will not attempt to secure preferential treatment with Northback by offering gifts, entertainment, or benefits to Northback's directors or employees. Reasonable gifts, entertainment, or benefits common to business relations as described in Northback's Employee Code of Conduct are acceptable: *Employees are not permitted to accept gifts, favours or entertainment of more than nominal value from business associates in the performance of their duties. An employee may provide or accept entertainment or a gift of nominal value, if an impartial observer would not interpret it as a bribe or payoff and if its acceptance does not place the employee under any obligations. Acceptance of cash gifts of any amount are prohibited; however, it is acceptable to suggest the cash gift be given to a recognized charity of one's choice.*
9. Unless the Contractor has the express permission of Northback, the Contractor will not solicit or recruit any Northback employee during the term of the Contract. This obligation doesn't prevent the Contractor from hiring a Northback employee who responds to a public and broadly issued job advertisement without prompting or encouragement from the Contractor.
10. The Contractor will not solicit or recruit employees of other Contractors engaged in work with Northback during the term of the Contract. This obligation doesn't prevent the Contractor from hiring an individual who responds to a public and broadly issued job advertisement without prompting or encouragement from the Contractor.
11. The Contractor will not solicit or recruit employees from other Northback Contractors under engagement with Northback during the term of the Contract. This obligation doesn't prevent the Contractor from hiring individuals who responds to a public and broadly issued job advertisement without prompting or encouragement from the Contractor.
12. The Contractor must treat their employees and subcontractors performing work under the Contract respectfully and in a manner free of discrimination and harassment. The Contractor will provide those employees, and subcontractors with a safe and healthy workplace.
13. The Contractor and their employees and subcontractors must treat individuals they encounter in the course of performing work under the Contract respectfully and in a manner free of discrimination and harassment.
14. When the Contractor is participating in any public discussions or taking a position of leadership in another organization, they must not represent themselves as a spokesperson of Northback unless Northback has specifically retained or instructed the Contractor to act in that capacity.



**CONSULTANT AND CONTRACTOR
CODE OF CONDUCT AND
PERFORMANCE STANDARDS POLICY
Commercial Department**

A Contractor's failure to adhere to the provisions of these Performance Standards may be a breach of Contract and could result in termination of the Contract.

Contractors who would like further information or advice on the application of these Performance Standards are encouraged to speak to Northback's Contract representative.

A Contractor's signature is required to confirm their understanding, agreement and adherence to the Consultant and Contractor Code of Conduct and Performance Standards Policy.

Contractor / Consultant Name (please print)

Company Name (please print)

Contractor / Consultant Signature

Date Signed

Northback Contract Representative:

Name (please print)

Signature

Date Signed