

## 1. Introduction

We are committed to conducting our business activities with honesty and integrity and in compliance with applicable legal and regulatory requirements. We expect anyone that provides goods or services to Brookfield<sup>1</sup> (“Vendors”) to adhere, at a minimum, to the same commitments to ethics and compliance as this Vendor Code of Conduct (“Code”), and to have the necessary policies and procedures in place to support such commitments within their supply chain.

If you have any questions regarding this Code, please contact your Brookfield representative.

## 2. Legal and Regulatory Compliance

Brookfield has global business activities and is subject to the supervision of numerous regulators. Brookfield expects all Vendors to:

- a. Understand and comply with applicable laws and regulations.
- b. Maintain all appropriate licenses, permits and other regulatory authorizations and requirements necessary to conduct the activities for which they have been hired by Brookfield.

## 3. Sustainability

Brookfield’s sustainability principles are embedded throughout its operations to ensure that its business model will be sustainable. As such, we encourage our Vendors to:

- a. Have appropriate policies and programs to maintain good relationships with local communities and other stakeholders.
- b. Have strategies in place to reduce their environmental impact over time.

Use resources responsibly and conduct operations with the aim to protect and preserve the environment. As appropriate, Vendor facilities must have suitable plans for notifying local authorities in the case of accidental discharge or release of hazardous materials or any other environmental emergency.

## 4. Integrity, Ethics and Anti-Corruption

Brookfield has a zero-tolerance approach towards illegal activities, including bribery and corruption, money laundering, tax evasion and sanctions and export control violations and views the prevention of Brookfield being involved in, or facilitating, any illegal activities as integral to its business.

Brookfield has in place an Anti-Bribery and Anti-Corruption Policy and Program designed to prevent employees and vendors from paying or receiving bribes or undertaking corrupt activities. We expect our Vendors to share these principles and uphold our standards and to develop and maintain policies and programs as appropriate to ensure that their representatives understand and adhere to these standards. Brookfield expects all Vendors to:

- a. Comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws.
- b. Comply with all applicable competition and antitrust laws.
- c. Refrain from offering or making any payments of money or anything of value to any public officials, political parties, candidates for public office,

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<sup>1</sup> Brookfield means Brookfield Corporation, Brookfield Asset Management Ltd., Brookfield Asset Management ULC, and their respective wholly owned subsidiaries (each, a “Brookfield Subsidiary”) excluding operating and portfolio companies or entities that do not trade under the name Brookfield. This Code does not apply where a Brookfield Subsidiary has adopted its own vendor code and/or other policies that are consistent with the provisions of this Code.

charities or other business-related parties that could be considered to improperly influence any act or decision of such official or person for the purpose of promoting the business interests of Brookfield in any respect, or otherwise in violation of applicable law. This includes a prohibition on “facilitation”<sup>2</sup> payments of any kind.

- d. Refrain from entering into business relationships or transactions with Brookfield personnel in an individual capacity or in any way that could create the appearance of a conflict of interest or impropriety.
- e. Disclose to Brookfield and avoid or appropriately manage any actual or potential conflicts of interest arising due to either personal or business relationships.
- f. Not knowingly facilitate a person committing to the fraudulent evasion of tax.
- g. Promptly apprise Brookfield in the event either they or any related company (including parent companies) have been: (i) named or listed as the target of any economic, trade, or transactional sanctions imposed by any governmental agency; or (ii) otherwise banned or blocked pursuant to any laws that are enforced or administered by any governmental agency.
- h. Comply with all applicable trade restrictions and sanctions laws, and not knowingly employ or do business with anyone suspected of being connected

with criminal or terrorist activities or who is the subject of applicable trade sanctions.

## 5. Responsible Labor Practices

Brookfield respects and supports human rights and requires that workers are treated with dignity, respect and in accordance with applicable laws. Brookfield expects our Vendors to respect human rights and maintain processes to identify and prevent adverse human rights impacts that could arise from their or their suppliers’ operations. Brookfield expects Vendors to:

- a. Provide a safe and secure workplace for employees, contractors, and representatives that complies with all applicable health and safety laws, regulations, and practices.
- b. Provide fair compensation, fair benefits, overtime pay, time off, breaks, leave, and holidays in the context of local market factors that, at a minimum, comply with applicable laws and regulations, including those pertaining to withholding taxes, minimum wage, labor relations, insurance, and health and occupational safety. Wage deductions will not be used as a disciplinary measure.
- c. Provide training as necessary to ensure personnel have the required skills and certifications to perform the assigned work.
- d. Adhere to age-related standards set by the International Labor Organization and not use child labor or any form of forced<sup>3</sup> or involuntary labor.

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<sup>2</sup> Facilitation payments are small payments made to secure or speed up routine actions by public officials or other third parties that they are otherwise obligated to perform. This could include issuing permits, approving immigration documents, or releasing goods held in customs. Facilitation payments do not include fees prescribed by government agencies for expedited services.

<sup>3</sup> Forced labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of their exploitation.

- e. Provide a workplace free from discrimination and harassment, whether on the basis of gender, age, disability, ethnicity or cultural affiliation, sexual orientation, belief, educational background or any other basis prohibited by applicable law.
- f. Respect the right for freedom of association unless restricted under local law, without fear of discrimination or reprisal.

## 6. Workplace Health & Safety

Brookfield expects its Vendors to provide a workplace that seeks to prevent injury and ill-health and at a minimum:

- a. Provide and maintain a clean, safe, and healthy working environment that complies with applicable laws, directives, and regulations, and minimizes occupational hazards. Working conditions should at a minimum include reasonable access to sanitary facilities, fire exits, potable water, and adequate lighting and ventilation, and any Vendor-provided residential spaces must be sanitary and safe.
- b. Implement procedures designed to prevent injury to workers, including providing adequate work training and personal protective equipment as appropriate and safeguards against infectious disease.
- c. Maintain reporting systems for workers to document health and safety hazards and incidents.
- d. Promptly inform Brookfield of any material health and safety incidents that occur while performing services for, or delivering goods to, Brookfield or its clients.

## 7. Confidentiality

Vendors will protect personal, proprietary, and confidential information (“Confidential Information”), including information that they access, receive or process on behalf of Brookfield. Vendors must adopt and maintain processes to provide reasonable protections for such information and a degree of care that would apply to Vendor’s own confidential information, but in any event, a reasonable degree of care.

## 8. Data Protection and Information Security

The safeguarding of Brookfield Confidential Information and privacy is of paramount importance to Brookfield. Brookfield expects Vendors to:

- a. Comply with applicable laws and regulations, including those relating to data protection, privacy, security or the processing of personal data and information (“Global Data Protection Laws”) and not take any action that would prevent Brookfield from complying with its obligations thereunder.
- b. Provide services, where Vendors have access to Brookfield Confidential Information, in accordance with an industry recognized information security framework and information security policy. Upon request, Vendors will provide a copy of their information security policy. Maintain appropriate administrative, technical, organization and physical safeguards to preserve and protect Brookfield Confidential Information.
- c. Vendors must notify Brookfield immediately of any privacy breaches, security breaches or loss of Brookfield Confidential Information.

## 9. Business Continuity and Disaster Recovery

We expect our Vendors to have adequate business continuity and disaster recovery plans in place designed in accordance with industry standards to maintain continuity of

services to a reasonable degree after the occurrence of an event that results in an interruption or suspension of services. Upon request by Brookfield, Vendors will disclose in reasonable detail and discuss the elements of their business continuity plans.

#### **10. Insider Trading**

Information provided to Vendors by Brookfield may include material non-public information (“MNPI”) that is not available to the public and that could influence an investor’s decision to buy or sell securities. Our Vendors agree not to, and not permit their employees, contractors and agents who are in possession of Brookfield MNPI to (a) buy or sell any securities based on MNPI; or (b) recommend that any other person buy or sell any securities while in possession of MNPI.

If Vendors have any employees, contractors or agents located physically on-site at a Brookfield office, they may be subject to additional trading restrictions.

#### **11. Insurance**

Vendors will maintain all required insurance coverage needed to provide services to Brookfield. Vendors will provide documents to Brookfield as proof of insurance coverage upon request.

#### **12. No Publicity**

Vendor will not use any of Brookfield’s or its affiliates’ name, marks or other proprietary trademarks in any public or promotional materials without the prior written consent of Brookfield.

#### **13. Compliance with this Vendor Code of Conduct**

Vendors will ensure that their personnel, contractors, agents, and other representatives understand and comply with this Code. We expect our Vendors to share our commitment to the minimum standards and principles in this Code and to have their own internal policies and procedures in place to support and monitor their

compliance with such commitment. Brookfield reserves the right to monitor, assess and audit all Vendors according to this Code. Where incorporated into any contract, this Code will survive the contractual term. Brookfield expects that Vendors will:

- a. Promptly notify Brookfield as soon as it becomes aware of any actual or suspected breach of this Code. The contents of this Code are additional to and do not in any way affect or prejudice any of Brookfield’s rights and remedies under the relevant agreements with each Vendor, if any. In the event of any non-compliance to the requirements of this Code or breach of agreement, Brookfield reserves its rights and retains the sole discretion to exercise any rights under this Code, any relevant agreement and/or local laws and regulations. The failure or omission by Brookfield to insist upon strict performance and compliance with any of the provisions of this Code at any time shall in no way constitute a waiver of its rights. For further information on reporting, see Section 14, Reporting Hotline.
- b. Cooperate with Brookfield to ensure its compliance with applicable laws and regulations. This includes responding to Brookfield’s reasonable requests for information, maintaining adequate documentation of compliance programs and obtaining compliance certifications as reasonably requested.

In the event of any conflict or ambiguity between any provision of this Code and the provisions of any relevant agreement with any Vendor, the provisions of that agreement will prevail.

This Code is subject to modification from time to time. The latest version of this Code is available [here](#).

#### **14. Reporting Hotline**

Brookfield maintains a Reporting Hotline for its employees, Vendors, partners, and

various other interested parties to anonymously report any concerns or raise any issues free of discrimination, retaliation or harassment pertaining to (i) accounting, auditing or other financial reporting irregularities; (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud); or (iii) violations of applicable law. The Brookfield Ethics Hotline may be accessed by telephone (toll free) at the numbers listed below or by submitting an anonymous report online at [www.brookfield.ethicspoint.com](http://www.brookfield.ethicspoint.com). Brookfield will investigate all reports in compliance with applicable laws or as it otherwise deems necessary.

Australia - 1800-152-863

Brazil - 0800-891-3867

Canada – 1800-665-0831

Chile – 1230-020-0517

China – 86-21-8036-5429

Colombia – 01800-011-0149

France - 0800-91-2964

Germany – 0800-000-6649

Hong Kong – 800-960-631

India - 000-800-0502-237

Ireland – 1800-946-551

Japan – 012-099-3307

Luxembourg – 800-85-269

Mexico – 01800-436-0065

New Zealand – 0800-443-938

Portugal – 0800-78-4717

Qatar – 800-0249

Singapore – 1800-622-7248

South Korea – 080-880-0303

Spain – 900-751-347

Switzerland – 0800-225-163

United Kingdom - 0808-234-2210

United States – 1-770-617-6339

*Two-Stage Dialling:*

Peru – 0-800-50-000 or 0-800-50-288, then 800-795-2716

United Arab Emirates – 8000-555-66 or 8000-021, or 8000-061, then 800-795-2716