TORONTO COMMUNITY HOUSING CORPORATION

Vendor Code of Conduct

TCHC/TSHC, its affiliates and subsidiaries (collectively "TCHC/TSHC") are committed to conducting every aspect of business in a lawful, ethical and moral manner. Integrity, honesty and ethics guide every decision made by TCHC/TSHC and decisions made on behalf of TCHC/TSHC tenants. TCHC/TSHC expects each Vendor to share this perspective and to demonstrate a commitment to acting ethically and with integrity in every situation, while at the same time respecting individual's rights.
Vendor, as well as its employees, agents, suppliers, and subcontractors (hereinafter "Representatives"), must be compliant with the Vendor Code of Conduct to become a TCHC/TSHC Vendor, and while conducting business with, and/or on behalf of, TCHC/TSHC or TCHC/TSHC tenants. The Vendor Code of Conduct sets out minimum requirements that must be met. Vendor is responsible for ensuring that its Representatives understand and comply with the Vendor Code of Conduct.

The Vendor Code of Conduct is in addition to any contractual terms and conditions between Vendor and TCHC/TSHC, whether or not the Vendor Code of Conduct is enumerated in an agreement between the parties, and the rights reserved herein by TCHC/TSHC shall take precedence.

DIGNITY & RESPECT ▪ HARASSMENT & VIOLENCE FREE ENVIRONMENT AT TCHC/TSHC WORKPLACES & PROPERTIES

TCHC/TSHC expects Vendor to share its commitment to anti-Black racism, anti-harassment and anti-violence, human rights and equal opportunity in its own workplace. Vendor's workplace, including on site at TCHC/TSHC properties, should be free of harassment and unlawful discrimination, including any form of discrimination based on race, national origin, religion, age, disability, gender, marital status, sexual orientation, or political affiliation. Vendor shall conduct its employment practices in full compliance with all applicable laws and regulations.

TCHC/TSHC is committed to preventing racism, harassment and violence at TCHC/TSHC workplaces and on TCHC/TSHC properties, and providing an environment in which all individuals, including TCHC/TSHC tenants, are treated with dignity and respect. Vendors must act responsibly and respect TCHC/TSHC tenants' property and wishes when entering a TCHC/TSHC tenant's home (remove footwear or wear disposable shoe covers, clean up after completing work and be responsible for any damage caused by Vendor to TCHC/TSHC tenant's property).
For clarity, harassment means engaging in a course of unwelcome comment or conduct against a worker or a TCHC/TSHC tenant in the workplace or on TCHC/TSHC property. Such comment or conduct is known or ought to reasonably be known to be unwelcome. Harassment may also relate to a form of discrimination as set out in the Ontario *Human Rights Code*. Violence is any act in which a person is abused, threatened, intimidated or assaulted at the place of work or on TCHC/TSHC property. Violence includes threatening behavior, verbal or written threats, harassment, verbal abuse, and physical attacks.

Any act of harassment or violence committed by or against any individual, including a TCHC/TSHC tenant, at a TCHC/TSHC workplace or on a TCHC/TSHC property shall not be tolerated, and shall be deemed a material breach of any agreement between TCHC/TSHC and Vendor. Should TCHC/TSHC, at its own and sole discretion, find that a Vendor or its Representative committed an act of harassment or violence, the individual who committed such an act shall be immediately removed from the TCHC/TSHC workplace or TCHC/TSHC property. And, TCHC/TSHC reserves its right, at its own and sole discretion, to approve a replacement Representative; or to terminate the relationship and/or any agreement with Vendor.

HEALTH AND SAFETY

Vendor shall provide a healthy and safe work environment and be in strict compliance with all applicable health and safety laws, regulations and practices, as well as any TCHC/TSHC requirements imposed at a TCHC/TSHC workplace or TCHC/TSHC property. Vendors shall take all required steps to minimize risks and hazards inherent in the working environment in order to protect the health and safety of their employees, TCHC/TSHC staff and TCHC/TSHC tenants.

Vendor shall have up-to-date Health and Safety Policies and Procedures in place and shall train Representatives with respect to the Health and Safety Procedures. TCHC/TSHC reserves the right to require proof of training from any Representative and to remove any untrained Representative from the workplace.

ETHICAL BUSINESS PRACTICES

Vendor and its Representatives shall conduct business interactions and activities with integrity, and in accordance with contractual obligations under its agreement with TCHC/TSHC. Additionally, Vendor shall, without limitation:

- honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy;
- create, retain, protect and dispose of business records in full compliance with all applicable legal and regulatory requirements;
- protect the physical and intellectual assets of TCHC/TSHC and TCHC/TSHC tenants when authorized to use those assets; and
- only speak to the press about or on behalf of TCHC/TSHC and/or TCHC/TSHC tenants, when expressly authorized to do so in writing by TCHC/TSHC.

CONFLICTS OF INTEREST

Vendor shall avoid the appearance of, or actual instances of improprieties and/or conflicts of interest.

Vendor and/or its Representatives shall not:

- Deal directly with any TCHC/TSHC employee whose spouse, domestic partner, relative, or friend holds a management position or ownership interest in the Vendor.
- In the course of negotiating an agreement or performing Vendor's obligations under an agreement, deal directly with a spouse, domestic partner, relative or friend who is employed by TCHC, which is strictly prohibited.
- Submit bids/proposals in response to a RFQ or RFP if Vendor is in any way whatsoever affiliated with or related to the consultant.

Vendor shall disclose any non-arms' length relationship with TCHC/TSHC employees in advance of engaging in any negotiation or contract with TCHC/TSHC.

Vendor shall disclose any information where a relationship does or can be perceived as giving Vendor an unfair advantage in being awarded a contract, or creates a situation where one or both parties could obtain personal gain.

Any actual, perceived, or potential conflicts of interest shall be immediately reported to TCHC's Director of Vendor Management.

INAPPROPRIATE INFLUENCE

Vendor shall not offer bribes, kickbacks or improper gifts, gratuities or payments of any kind to a TCHC/ TSHC employee, their immediate family or friend, or to any TCHC/TSHC tenant. Gifts in cash or kind, and certain entertainment events can be perceived as an attempt to influence the decision of a TCHC/TSHC employee to the benefit of the giver. In an effort to control any perceived misconduct, no TCHC/TSHC employee, their immediate family, or friend, or TCHC/TSHC tenant may ask for or accept a gift or gratuity in connection with a TCHC/TSHC business relationship, agreement or potential agreement.

Vendor is prohibited from giving any TCHC/TSHC employee, their immediate family member, or friend, or TCHC/TSHC tenant:

- any "tip" or gift of money;
- any gift other than a token or memento;
- any offer to make a donation to a charitable cause on their behalf; or
- any offer to trade goods or services.

CONFIDENTIALITY

As a condition of providing TCHC/TSHC with goods or services, Vendor shall comply with all TCHC/TSHC requirements to keep confidential all passwords, security codes, security and privacy procedures. Vendor shall treat all TCHC/TSHC information, including, but not limited to, tenant information, client lists, costs, pricing, employee or agent information, policies, procedures and processes, plans, manuals, designs, drawings, internal programs and engineering, as confidential information, and shall not disclose or reveal this information without TCHC's express written authorization.

LEGAL AND COMPLIANCE REQUIREMENTS

Vendor and its Representatives shall conduct their employment practices and business in full compliance with applicable laws and regulations. In addition to any specific obligations under an agreement with TCHC/ TSHC, Vendor shall, without limitation:

- Comply with applicable laws relating to wages and benefits, and should pay the higher of the legally prescribed minimum wage or the prevailing industry wage.
- Never use child labour, as defined by local laws and regulations, and under no circumstances shall a worker be younger than the age of 16 or the compulsory age to be in school, whichever is higher. Child labour is strictly prohibited.
- Maintain employee records in accordance with applicable provincial and federal laws and regulations.
- Maintain required and commercially-reasonable policies of insurance.
- Ensure it is in good standing with the appropriate regulatory bodies and agencies.
- Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, as well as the manufacture, transportation, storage, disposal and release into the environment of such materials.
- Comply with antitrust and fair competition laws that govern the jurisdictions where business is conducted.
- Comply with anti-corruption laws of the regions where business is conducted, including anti-bribery laws, laws governing lobbying, gifts and payments to public officials, and other related regulations, and shall not make any direct or indirect payments or promises to government officials or TCHC employees for the purpose of obtaining or retaining business on own behalf or on behalf of TCHC or TCHC/TSHC clients.
- Cooperate with investigations by government agencies, officials, and/or TCHC/TSHC or its agents; be direct and truthful in discussions.

SUSTAINABILITY

TCHC/TSHC strives to manage itself and its operations in a sustainable and environmentally-friendly manner. TCHC/TSHC looks to building relationships with Vendors with a core focus on environmental sustainability and who consistently seek out ways to conserve resources, minimize waste and improve the quality of life of their community. TCHC/TSHC expects its Vendor to utilize green products whenever possible, recycle waste materials, avoid hazardous materials, whenever possible, and minimize energy usage.

COMPLIANCE WITH VENDOR CODE OF CONDUCT

It is the responsibility of the Vendor to ensure that the Vendor Code of Conduct is communicated to, and adhered to by its directors, officers, executives, managers, and Representatives. Vendor is expected to monitor its own and its Representatives compliance with the Vendor Code of Conduct.

In addition to any other rights TCHC/TSHC may have under an agreement with Vendor, TCHC/TSHC may demand the immediate removal of any Representative whose conduct is unlawful or inconsistent with the Vendor Code of Conduct or any TCHC/TSHC policy that Vendor must comply with. TCHC/TSHC may, at its own and sole discretion, provide the Vendor with an opportunity to bring its own business or conduct, or Representative(s) into compliance with the Vendor Code of Conduct within a reasonable timeframe. Notwithstanding any term or condition in any agreement between Vendor and TCHC/TSHC, if Vendor is non-compliant with the Vendor Code of Conduct, TCHC/TSHC reserves its right to:

(i) immediately terminate any agreement with Vendor, or
(ii) immediately terminate the Vendor's right to continue with the work under any agreement, and
(iii) terminate its relationship with Vendor,

and Vendor shall be obligated to indemnify, defend and hold TCHC/TSHC harmless, for any and all liability, damages and costs arising from its non-compliance and any form of termination of an agreement.

Vendor should immediately report any violation of this Code of Conduct or the unethical behavior of any Vendor or TCHC/TSHC employee on-line at: https://clearviewconnects.com

Alternatively, Vendor can report an incident via TCHC/TSHC 24 hour confidential hotline at 1-866-781-7956.

TCHC/TSHC will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior and/or a possible violation. Any reported retribution shall be deemed a material breach of any agreement between Vendor and TCHC/TSHC, and TCHC/TSHC may exercise its rights set out above, and Vendor shall be immediately disqualified from working with TCHC/TSHC in the future.

VENDOR ACKNOWLEDGEMENT

VENDOR MUST ACCEPT AND ACKNOWLEDGE VENDOR CODE OF CONDUCT BEFORE ANY AGREEMENT IS EXECUTED OR WORK IS COMMENCED.

Vendor hereby acknowledges to have read and understood, and agrees to be bound by all of the terms of the Vendor Code of Conduct.

Vendor Name _____

Print Name and Title _____

Signature _____

Date _____

I have authority to bind the Corporation.