

## Supplier Code of Conduct

NorthRiver Midstream Inc., its subsidiaries, and managed companies (collectively, “**NorthRiver**”) take seriously our commitment to health and safety, our environmental and social commitments, and our ethical business practices. We expect our suppliers, contractors, subcontractors, vendors, service providers and consultants (collectively, our “**Suppliers**”) to adhere to these commitments and practices, as set forth in more detail in this Supplier Code of Conduct (the “**Code**”).

Our Suppliers must conduct their business in full compliance with the standards set out in this Code, as well as all applicable laws, regulations, and rules. Our Suppliers are also responsible for communicating the contents of the Code to their employees, contractors, subcontractors, agents, and suppliers (“**Supplier’s Personnel**”) and are responsible for the full compliance of Supplier’s Personnel with the terms and conditions set forth herein.

### NorthRiver’s Purpose, Values and Commitments

**Purpose.** We create value for our investors, customers, employees, communities, and other stakeholders by gathering and processing natural gas and natural gas liquids. At NorthRiver, we strive to operate with openness and honesty, focusing on priorities that ensure we are delivering value.



## Commitments

**Safety.** We are committed to operating safely. We value the safety of our operations, employees, communities, and environment.

**Environment.** Delivering energy for today's world requires a respect for our environment. We are committed to being conscious of how our operations impact the air, water, and soil, to sensitivity around wildlife, to reducing climate emissions.

**Indigenous Participation.** We seek to build relationships with Indigenous peoples and communities on a foundation of trust and respect. We take a collaborative approach and strive to build long-term relationships.

**Community Engagement.** We strive to be involved and present in a way that creates value for the communities where we operate and our employees live, work and play.

## Expectations of Business Conduct

### Health and Safety

Our Suppliers will have a systematic approach to health and safety designed not only to adhere to all applicable laws and regulations, but to foster continuous performance improvement. Suppliers must apply safe and healthy work practices, including regulatory and contract specific requirements, to all activities, and exercise good judgment in work decisions. Suppliers performing work on NorthRiver property or on our behalf must embrace safety in every aspect of their work processes and in the attitude and behavior of all Supplier's Personnel. Our Suppliers and Supplier's Personnel are required to comply with all NorthRiver policies and procedures related to safety and report any safety issues to NorthRiver immediately while working at any of our facilities. Additionally, we expect our Suppliers to adopt the same safety values that we require from any employee, visitor, contractor, or service provider.

### Environmental

NorthRiver is committed to respecting and protecting our environment. We will meet or exceed all applicable legal and regulatory requirements and will seek ways to positively affect the communities in which we operate. Suppliers must respect the environment in compliance with all applicable laws and regulations and conduct their operations in an environmentally responsible manner.

### Social

NorthRiver seeks opportunities to work with competitive, diverse suppliers and Indigenous businesses (as described in more detail in our **Indigenous Contracting Initiative, Indigenous Relations Principles**, and our **Indigenous Inclusion Plan**, available on NorthRiver's website). NorthRiver is also committed to diversity and inclusion; while performing work for NorthRiver, we strongly encourage Suppliers to demonstrate their commitment to diversity and inclusion throughout their operations.

We expect our Suppliers to treat Supplier's Personnel and other individuals encountered in the course of their work for NorthRiver with respect and to not subject them to harsh treatment, including sexual harassment, sexual abuse, physical or mental coercion or other forms of physical or mental harassment or abuse. Suppliers shall not engage in discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital or civil

status, family status, genetic characteristics, disability, pregnancy, political affiliation, union membership, or civil status in hiring and employment practices.

Suppliers shall not traffic persons or use any form of slave, forced, bonded, indentures or prison labour. All work must be voluntary. Suppliers shall not engage in the use of child labour and shall comply in all respects with the acceptable minimum age for employees in the jurisdiction in which they operate. Suppliers must comply with all applicable wage laws, including those relating to mandated benefits, overtime, and minimum wage.

### ***NorthRiver's Resources***

NorthRiver's resources include, among other things, property, assets, intellectual property, and confidential information. Suppliers are responsible for safeguarding our resources used while performing their work. These resources are only to be used in the course of work being conducted for NorthRiver. The personal use of NorthRiver resources without permission is prohibited. NorthRiver's intellectual property rights must be respected. Confidential information may only be used within the Supplier's company and Supplier's Personnel on a "need to know" basis.

### ***Brand and Trademarks***

If Supplier interacts with any of NorthRiver's customers, we expect such Supplier to do so with respect and integrity, and to conduct themselves in a manner that strengthens NorthRiver's brand. No Supplier shall be entitled to use of our trademarks or our brand without NorthRiver's prior written consent.

### ***Accounting and Business Records***

All financial books, records and accounts must be accurate and conform both to NorthRiver's accounting practices and NorthRiver's system of internal controls. All operational records must be accurate, timely and conform to NorthRiver requirements. Suppliers must create, retain, utilize, and dispose of business records in full accordance with all applicable legal, regulatory, and contractual requirements. NorthRiver reserves the right from time to time to monitor or audit Supplier records as they pertain to work being performed for NorthRiver.

### ***Conflicts of Interest***

Suppliers must disclose any real or potential conflicts of interest in writing to a NorthRiver Procurement representative for NorthRiver's review and approval prior to entering any business transaction that involves NorthRiver. A conflict of interest exists or may exist any time there is a choice between a personal interest (financial or otherwise) and the interests of NorthRiver. A conflict may arise with Suppliers that employ or are partially or fully controlled by a NorthRiver employee or family member. Suppliers, Supplier's Personnel, or their families cannot receive improper benefits through the relationship with NorthRiver or allow other activities to conflict with acting in the best interests of NorthRiver.

### ***Embargos and Sanctions***

International trade laws and certain applicable domestic laws prohibit or restrict trade with certain

countries, organizations and individuals that are subject to embargoes or sanctions. Should Supplier, any of its affiliates, or any of its or their directors, officers or employees appear on a list with respect to an embargo or sanction, Supplier shall report the same to NorthRiver immediately.

### ***Gifts and Entertainment (Business Courtesies)***

Suppliers must not give any personal gifts, favors or other compensation or business courtesies to NorthRiver employees that are intended to influence, or appear to influence, a business decision. NorthRiver maintains high ethical standards and is sensitive to even the appearance of improprieties. Suppliers failing to observe our ethical requirements will be disqualified from conducting business with NorthRiver. Suppliers are required to comply with NorthRiver's Code of Business Conduct and Ethics and adhere to the practices outlined in it.

### ***Third Party Risk Management***

To mitigate third-party risk in relation to embargoes and sanctions, bribery and corruption, human rights and fair labor standards, data protection laws and adherence to cybersecurity best practices, Suppliers are required to have a third-party risk management program in place for onboarding and monitoring their suppliers. We require that our Suppliers not use third parties that are known to violate the standards set out in this Code. Suppliers must conduct due diligence in respect of, and impose controls, including contractual obligations, in respect of, those of their suppliers that present a risk of non-compliance with the applicable law, ethical standards or this Code.

### ***Compliance with Laws and Regulations***

Suppliers are required to comply with the letter and the intent of all applicable legal requirements including those dealing with bribery, kickbacks, corruption, and other prohibited business practices. Applicable anti-competition laws prohibit a wide range of transactions or practices by both purchasers and sellers of goods and services. Various energy regulatory commissions have specific codes and standards of conduct that address matters such as undue discrimination and preferential treatment between regulated companies and their affiliates.

### ***Business Continuity***

In some instances, NorthRiver's assets provide critical infrastructure to the energy industry. Therefore, our Suppliers are expected to have plans in place for their business operations to continue with minimal interruption of supply in the event of an emergency, crisis, natural disaster, or terrorist/security related event.

### ***Continuous Improvement***

We are committed to continuous improvement and strive for best practices in our business. We recognize that Suppliers have experience with multiple companies and industries, and expect our Suppliers to identify opportunities for improvement in our work and bring to NorthRiver's attention all best practices. NorthRiver also expects Suppliers to comply with NorthRiver's Integrated Management System (IMS) to the extent that the IMS, its programs and its processes apply to the Supplier's goods and services.

## Compliance

### *Ethical Dealings*

NorthRiver strives to engage in the highest ethical practices in source selection, negotiation, award decisions and the administration of purchasing and sourcing activities. We require Suppliers and Supplier's Personnel to comply with the requirements of this Code. We reserve the right to conduct visits to verify that a Supplier's business operations meet the expectations of NorthRiver as outlined in this Code. Remediation plans will be developed for significant deficiencies.

Failure by a Supplier to address significant deficiencies within the time set out by NorthRiver will result in cancellation of contracts or purchase orders involving such Supplier.

### *Competitive Protocol*

NorthRiver requires all Suppliers to engage in the highest ethical standards during the source selection process. Suppliers must refrain from discussing or disclosing its pricing, costs, and any other contract terms with their competitors during a competitive bidding process.

Any Request for Proposal, Request for Information or Request for Quotation (any one of them, an "RFX") issued by NorthRiver is confidential and proprietary to NorthRiver. Suppliers must not reference an RFX in any public manner without prior written consent from NorthRiver.

The point of contact ("**POC**") stated in the RFX is the sole point of contact with NorthRiver for any matter related to an RFX. No other person at NorthRiver must be contacted regarding that specific sourcing initiative, nor should the RFX be discussed with any other NorthRiver employee other than the POC.

### *Questions and Concerns*

Suppliers and Supplier's Personnel must report any questionable behavior by the Supplier, Supplier's Personnel, NorthRiver employees or other Suppliers, including, but not limited to, any behavior in contravention of this Code.

Fraudulent financial reporting, misappropriation of assets, corruption and other fraud-related malfeasance, illegal activity, fiscal waste or abuse, or other suspected violations by any party must be reported by:

- contacting your NorthRiver Procurement representative; or
- contacting NorthRiver's Whistleblower Hotline, which allows anyone to call anonymously:
  - toll Free – 1-800-235-6302
  - online – [www.whistleblower.nrm.ca](http://www.whistleblower.nrm.ca)

If you have any concerns or questions about this Code, we encourage you to discuss them with your NorthRiver Procurement representative.