

# **Everest Supplier Sustainability Code of Conduct**

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## 1.0 GENERAL

Everest selects suppliers to provide certain skills, processes, products, and technologies (“Supplier” and/or “Suppliers”) where applicable, and only upon prior written approval by Everest, based on quality, cost, delivery, service, diversity, reputation, ethical standards, environmental practices, business practices, and long-term benefit to Everest and its clients.

This Everest Supplier Sustainability Code of Conduct (“Code”) affirms Supplier commitment to uphold the highest standards, and promote a culture of openness, trust, and integrity when working for or on behalf of Everest. The intention of this Code is to ensure that Supplier has measures in place to protect its employees, consultants, clients, associated partners, and the company from any illegal or damaging actions by any individual working for or with the company.

Supplier will ensure that all its staff are responsible for following and upholding all areas of this Code, while complying with their company governing documents (e.g., policies, standard operating procedures [SOPs]).

Supplier is to notify Everest if it identifies a violation of this Code.

If it were determined that a Supplier has not complied with the Code, then Everest may pause or cease engagement with Supplier.

Supplier will ensure it has a similar sustainability code of conduct in place with its suppliers.

## 2.0 ETHICAL BUSINESS PRACTICE

**Suppliers must comply with all laws, rules, and regulations, while working for or on behalf of Everest.**

- 2.1 Supplier shall conduct their business in an ethical manner and act with integrity.
- 2.2 Everest will not use any Supplier that does not maintain the high level of ethical standards as outlined in this Code.
- 2.3 All corruption, extortion, and embezzlement are prohibited. Supplier shall not pay or accept bribes or participate in other illegal inducements in business or government relationships.
- 2.4 Supplier shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. Supplier shall employ fair business practices, including accurate and truthful advertising.
- 2.5 Supplier will not use any child labor and will not use any contractor who is using child labor.

## **3.0 HUMAN RIGHTS, LABOUR RIGHTS**

- 3.1 Supplier is committed to uphold the human rights of staff and treat them with respect and dignity, including freedom from discrimination and harassment.
- 3.2 Supplier is committed to recognizing the dignity and worth of every person and to providing equal rights and opportunities based on merit and ability, without discrimination and harassment that is contrary to law. Supplier is committed to having an environment that values diversity and inclusion.
- 3.3 Supplier implements processes to ensure their staff have a right to equal treatment with respect to employment, free from harassment and without discrimination based on race, ancestry, place of origin, color, ethnic origin, citizenship, creed, religion, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, disability, military status, and any other ground listed in applicable laws of the province, state or country where Supplier conducts business.
- 3.4 Supplier implements processes to ensure their staff have a right to freedom from harassment in the workplace because of one's sex, sexual orientation, or of a sexual nature by anyone else within the organization.
- 3.5 Supplier implements processes to ensure their staff have a right to freedom from any action that creates a hostile or offensive work environment.
- 3.6 Supplier staff are responsible for ensuring a work environment that is free from discrimination and harassment by:
  - 3.6.1 Conducting themselves in a professional manner, and treating others with mutual respect and dignity.
  - 3.6.2 Refusing to participate in or tolerate any discrimination or harassment.
  - 3.6.3 Reporting any suspected incidents of discrimination or harassment to Supplier management.
- 3.7 Supplier implements processes to ensure their staff, should they feel discriminated or harassed, have available a reporting protocol that allows for immediate notification to Supplier management for management and prevention of such incidents.
- 3.8 Supplier implements processes addressing workplace violence and harassment prevention and reporting.
- 3.9 Supplier pays staff according to applicable wage laws, including minimum wages, overtime hours and mandated benefits. Supplier communicates with the staff regarding the basis on which they are being compensated in a timely manner. Supplier is also expected to communicate with the staff whether overtime is required and the wages to be paid for such overtime.

## **4.0 HEALTH AND SAFETY**

- 4.1 Supplier provides a safe and healthy work environment in compliance with applicable provincial, state and/or federal laws and regulations.
- 4.2 Supplier staff must follow safe and healthy work practices.
- 4.3 Any safety hazard, unsafe practices, or accidents are reported immediately to their manager, health and safety committee members, or to Supplier Human Resources.
- 4.4 All Supplier staff are responsible for taking the necessary precautions to protect themselves and those around them, and to take action to correct unsafe practices or conditions. All Supplier staff must not act in a violent or threatening manner.
- 4.5 Supplier has defined a health and safety policy statement that is available for reference and trained to all Supplier staff.

## **5.0 ENVIRONMENT**

- 5.1 Supplier shall operate in a manner that is environmentally responsible and efficient and shall minimize engagement in practices that may adversely impact the environment.
- 5.2 Supplier is encouraged to work diligently to support and actively participate in environmental initiatives across their entire company, from the sourcing of services, office operational management, and business travel, to delivering services to Everest and Everest's Clients, and with environment, health and safety regulations and Supplier internal standards.
- 5.3 Supplier implements processes so that each Supplier staff will promptly report to their manager or their Health and Safety Committee representative any situation or business practice that poses a safety, health, or environmental concern.
- 5.4 Supplier is encouraged to support projects that generate energy from renewable resources.
- 5.5 Supplier trains and encourages their staff to reduce energy use, water use, waste generation, and the use of other natural resources.
- 5.6 Supplier is to support waste reduction and recycling efforts, and do their best to reduce the environmental impact of operations and mitigate environmental risks.
- 5.7 Supplier shall follow a sustainable procurement policy that includes commitments and/or operational objectives on all material sourcing risks they face in their supply chain. This policy is communicated to their internal and external stakeholders through a formal dedicated document.

## **6.0 PRIVACY AND SECURITY**

- 6.1 Each Supplier enters into, and is bound by, agreements with Everest that include protections for confidentiality, intellectual property, data security, and data subject privacy.
- 6.2 Supplier shall safeguard and make only proper use of confidential information to ensure that company, staff, and data subject privacy rights are protected.
- 6.3 Everest requires Supplier to explicitly acknowledge and adhere to the principles embodied in the Everest Supplier Sustainability Code of Conduct, and to ensure that their own suppliers will also comply with these principles.
- 6.4 The Supplier understands that it is subject to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rule and regulations of the Securities and Exchange Commission. Therefore, Supplier nor its staff shall purchase, sell, or otherwise engage in any transactions involving securities of Everest's clients while in possession of material non-public information relating to Everest or Everest's clients.



## **7.0 TRAINING AND COMPETENCY**

- 7.1 Supplier shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management and staff to address these expectations.
- 7.2 Supplier shall hire only staff with an appropriate education and training/previous experience to meet the minimum requirements that are defined for each position through a formal job description.
- 7.3 Supplier training program shall include required general training topics such as privacy and confidentiality policies, security policies, management policies, and a code of conduct, as well as job specific trainings, which the employee must complete within a specified timeframe. All training is documented.
- 7.4 Supplier training program shall have a periodic cycle of not more than 3 years for retraining of general training topics and job specific training.
- 7.5 Supplier training program shall include, as applicable, ICH E6 (GCP), as periodically updated. Training to occur at employment start with refresher training to be completed at least every 2 years.

## **8.0 CONTINUAL IMPROVEMENT**

- 8.1 Supplier is expected to continually improve by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections, and management reviews.
- 8.2 Supplier is expected to maintain and keep their systems current and in a validated state, and perform system upgrades as technology advances, internal requirements are improved/updated, and applicable independent governing body requirements change.
- 8.3 Supplier is expected to incorporate periodic performance reviews with staff. “Lessons Learned” type meetings are expected to be conducted at the conclusion of each project to identify areas of improvement in quality and performance.
- 8.4 Supplier is expected to maintain regular informal and formal communications with Everest to convey needs, updates, and issues/feedback to guide the working relationship.
- 8.5 Supplier is expected to gather information, for example, implement surveys, to obtain feedback, anonymized or otherwise, from both their internal staff and Everest teams for improvement opportunities.

## 9.0 AUDIT

- 9.1 Upon written notice by Everest, Supplier shall allow Everest to perform a quality assurance audit once every year and additionally if for cause to validate compliance with the requirements of this Code including SOPs and to various applicable laws as set forth in this Code. Furthermore, Supplier agrees to respond to all audit findings in writing within thirty (30) calendar days of receipt of the audit report and respond to any subsequent follow-up discussions as deemed necessary by Everest. In the case of a disagreement Supplier and Everest will attempt to resolve the dispute in good faith within fifteen (15) calendar days. In the event that the parties cannot come to an agreement then Everest may cease to use the services of Supplier and terminate any or all existing active contracts with Supplier. Except with respect to audit findings that are the subject of a bona fide dispute, Supplier will, at its expense, promptly come into compliance with the requirements of this Code as a result of any audit findings.
- 9.2 Supplier is expected to have a similar audit program in place with its suppliers where upon written notice by Supplier, their suppliers shall allow Supplier to perform a quality assurance audit periodically and additionally if for cause to validate compliance with the requirements to Supplier's sustainability code of conduct ("Supplier Code"), including Supplier governing documents and various other applicable laws as set forth in Supplier Code. Furthermore, Supplier's suppliers agree to respond to all audit findings in writing within a set time period of receipt of the audit report and respond to any subsequent follow-up discussions as deemed necessary by Supplier, including a defined resolution period for disagreements and termination clauses in place when resolutions cannot be resolved in good faith within a further set period of time.
- 9.3 Supplier is expected to have an internal audit program to:
- 9.3.1 Control and maintain Supplier governing documents.
  - 9.3.2 Monitor and audit compliance to Supplier governing documents and follow-up on all compliance issues through to resolution.
  - 9.3.3 Monitor and assess compliance to defined mandatory training requirements.
  - 9.3.4 Plan and perform internal audits, follow-up on audit findings until resolved.
  - 9.3.5 Prepare for and coordinate any Everest or governing body/regulatory agency audits/inspections, and follow-up on audit/inspection findings until resolved.
  - 9.3.6 Facilitate the identification and investigation of quality incidence(s) resulting in Corrective and Preventive Action (CAPA). Plan and lead teams to perform CAPA process.
  - 9.3.7 Perform periodic review and assessment of Suppliers quality management system.