

Burgess Creek Exploration Inc.

Business Partner Code of Conduct

This Code of Conduct sets forth the basic requirements that suppliers must meet in order to do business with the Burgess Creek Exploration Inc. ("BCX"). This Code is based upon internationally accepted standards, including the ILO's (Organization Labor International) core conventions, the Universal Declaration of Human Rights, and leading standards on occupational health and safety.

We recognize that different legal, political, economic and cultural environments exist in countries around the world represented in our supply chain. In cases where differences and conflicts in standards arise, we will apply the higher standard. BCX is committed to doing business with suppliers who share our commitment to fair and safe business, labour and environmental practices.

It is the expectation of BCX that our suppliers shall apply the standards as outlined below, without exception or material variation, to their own supply chains.

1. Compliance with Laws

- a. Suppliers shall act in full compliance with the laws of their respective countries and with all other applicable international, national and local laws, rules and regulations.

2. Business Ethics

- a. Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, suppliers, and customers.
- b. Corruption, extortion, and embezzlement, in any form, are strictly prohibited. Suppliers shall not violate the Canadian Corruption of Foreign Public Officials Act (CFPOA), U.S. Foreign Corrupt Practices Act (FCPA), any international anti-corruption conventions, and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in corruption, extortion, or embezzlement in any form. Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Suppliers must uphold fair business standards in advertising, sales, and competition.
- c. Suppliers must accurately record and disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- d. Suppliers must respect intellectual property rights and safeguard customer information; transfer of technology and know-how must be done in a manner that protects intellectual property rights.

3. Child Labour

- a. No person under the age of 16 (or 15 where governing law allows) or under the age of compulsory education, whichever is higher, shall be employed if it impacts their ability to attend the jurisdictional mandated educational program.
- b. All suppliers shall maintain official documentation allowing for verification of each employee's date of birth.

- c. Suppliers must comply with all laws and regulations regarding the employment of young workers. These regulations include but are not limited to types of work, work schedules and labour intensity.

4. Forced Labour

- a. There shall be no use of forced labour, including but not limited to prison labour, indentured labour, bonded labour or any other form of forced labour.
- b. Employees shall not be locked inside facility premises for any reason.
- c. Any relevant personal travel documentation shall remain accessible at all times to the employee.

5. Humane Treatment

- a. Employees shall be treated with dignity and respect. Employees shall not be subject to any physical, verbal, sexual or psychological harassment or abuse.
- b. Employees shall not be subject to fines or penalties as a disciplinary measure.
- c. Suppliers shall maintain and enforce a non-retaliation policy that permits employees to express concerns about workplace conditions directly to management, relevant government authorities, and/or BCX without fear of retribution.

6. Non-discrimination

- a. No person shall be subject to any discrimination in employment, including but not limited to recruitment, hiring, compensation, promotion, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, marital status, pregnancy, parental status, political opinion or affiliation, union membership, social group or ethnic origin.
- b. Suppliers that recruit or employ foreign or migrant labour shall ensure that these employees are treated fairly and on an equal basis with local employees.

7. Wages and Benefits

- a. Suppliers shall pay employees in a timely manner for all work completed and shall pay at least the minimum wage required by law or the prevailing industry wage, whichever is greater, and shall provide all legally mandated benefits.
- b. Suppliers shall provide annual leave and holidays as required by law.
- c. Suppliers shall not engage in false training or apprenticeship practices that are used to avoid payment of compensation.
- d. We recognize that employees have the right to just and favourable remuneration for a regular work week that is sufficient to meet employees' basic needs and provide some discretionary income. We will reinforce these goals with action as appropriate and able.

8. Working Hours

- a. Suppliers shall comply with applicable laws, regulations and industry standards on working hours.
- b. Overtime hours shall be compensated at a premium rate.
- c. All hours worked must be fully and accurately documented.

9. Freedom of Association and Collective Bargaining

- a. Suppliers shall respect the right of employees to freedom of association and collective bargaining. If freedom of association and/or the right to collective bargaining is restricted by law, employees shall be free to develop parallel measures for independent and free association and collective bargaining.
- b. Suppliers shall develop and implement effective mechanisms to resolve workplace disputes, including employee grievances, and ensure effective communication with employees and their representatives.

10. Employee Relationship

- a. Suppliers shall employ employees based on recognized employment relationships established through country law and practice.
- b. Suppliers shall not employ people on a temporary contract basis for positions that are by definition permanent for sole purpose of avoiding the provision of benefits.

11. Health and Safety

- a. Suppliers shall provide a safe and healthy workplace setting to prevent accidents, illness and injury to employees' health arising out of, linked with, or occurring the course of work or as a result of the operation of suppliers' facilities.
- b. Suppliers shall adopt and implement systems that prevent, minimize, detect and respond to potential health and safety hazards. These include but are not limited to fire protection, proper management and disposal of chemicals and hazardous waste, structural safety, electrical safety, personal protective equipment and adequate lighting, heating, cooling and ventilation systems.

12. Environmental Protection

- a. Suppliers shall comply with all applicable environmental laws and regulations, including but not limited to air emissions, solid and hazardous waste storage and disposal, energy usage and water consumption and discharge.
- b. Suppliers shall adopt measures to mitigate negative impacts of operations on the environment.
- c. BCX encourages suppliers to make progressive improvements in the environmental performance of their operations, including but not limited to responsible use of natural resources, reduction of waste, energy efficiency, and clean production methods.