



Document	CAPREIT Vendor Code of Conduct
Policy Owner	Procurement
Related Policies/ Procedures	Procurement Policy
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Definitions

Vendor: Vendor is a contracted third-party that provides services to CAPREIT.

Subsidiary: A company that is owned by another company. The owner is referred to as the parent company. If a subsidiary applies to be a CAPREIT vendor and the parent company is already a vendor of CAPREIT, it should be disclosed at the time of onboarding. If after onboarding, the owner of a company purchases another company that CAPREIT does business with, it must be disclosed to your procurement contact or to vendoronboarding@CAPREIT.net.

Representatives: A representative is a person who has been chosen by or has the authority to act or make decisions on behalf of the Vendor.

Sub-contractors: An individual or business hired to perform part or all the obligations of a contract.

Agent: A person or employee who acts on behalf of another person or group.

Purpose

This Vendor Code of Conduct (the “Code”) sets forth Canadian Apartment Properties Real Estate Investment Trust’s, its affiliates, and its Canadian subsidiaries’ (collectively “**CAPREIT**”) principles and expectations for any organization that supplies, furnishes, or otherwise provides goods and/or services (collectively “Vendors”) to CAPREIT. All Vendors and their employees (including sub-contractors) are required to comply with this Code. At CAPREIT, we believe that everyone deserves to be treated with respect, honesty, and dignity, and that we must avoid behavior that is inappropriate (or even has the appearance of being inappropriate) in all instances. We are committed to ensuring that our business relationships with our Vendors abide by the highest standard of ethics and that we do the right thing. CAPREIT’s expectation is that every Vendor with which it does business demonstrates the same commitment to these values and conducts their operations in a responsible and ethical manner.

Application

This Code of Conduct applies to all CAPREIT Vendors, as well as their Agents, Suppliers, and Subcontractors. Vendors must be compliant with the Code to become and continue to be a CAPREIT Vendor. Vendors are responsible for ensuring that their Representatives understand

and comply with the Code. The Code is in addition to any contractual terms and conditions between the Vendor and CAPREIT, whether or not the Code is enumerated in an agreement between the parties, and the rights reserved herein by CAPREIT shall take precedence. Vendors must conduct all business activities in compliance with all applicable laws and/or regulations. All federal, provincial, and municipal laws and/or regulations must be followed when doing business with CAPREIT.

Health and Safety

Vendors shall provide a healthy and safe work environment and comply with all applicable federal and/or provincial health and safety laws, standards, Acts and Regulations. In addition, they will maintain up to date workers' compensation certifications, health and safety policies and procedures, professional licenses, training, insurance as well as any CAPREIT requirements imposed at a CAPREIT workplace or 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, their Sub-contractors, CAPREIT staff and CAPREIT residents. Upon learning of any circumstance adversely affecting the health and safety of their employee(s), Sub-contractors and/or CAPREIT staff/residents, Vendors are obligated to act immediately to correct the situation to CAPREIT's satisfaction. Vendors must advise CAPREIT of any health and safety incidents incurred while working for CAPREIT, or any circumstance(s) presenting a potentially serious situation as soon as they become aware of it. CAPREIT reserves the right to inspect, modify or stop work should it determine that legislative requirements are not being met, including the temporary or permanent removal of Vendor personnel from the worksite.

The Vendor is responsible for ensuring that all of its Sub-contractors comply with the aforementioned requirements.

Workplace Violence, Harassment & Discrimination

Vendors shall provide an inclusive work environment free of any form of verbal, physical or sexual abuse, harassment, or intimidation.

Vendors shall not engage in discriminatory behavior based on race, colour, age, gender, social background, sexual orientation, ethnicity, national origin, disability, pregnancy, religion, political affiliation, union membership, medical condition or any other personal characteristic prohibited by law or regulation.

Any act of harassment, discrimination or violence committed by the Vendor (or their Representatives) towards a CAPREIT employee or resident, at a CAPREIT workplace or property shall not be tolerated and shall be deemed a material breach of any agreement between CAPREIT and the Vendor. Should CAPREIT, at its own and sole discretion, find that a Vendor committed an act of violence, harassment, or discrimination, the individual who committed such an act shall be immediately removed from the CAPREIT workplace or property. CAPREIT reserves the right, at its own and sole discretion, to approve a replacement Vendor staff; or to terminate the relationship and/or any agreement with the Vendor.

Humane Treatment of Individuals

The Vendor, their Agents, suppliers, and Sub-contractors will carry out the scope of work and shall conduct their business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

Not employing, engaging, or otherwise using forced labour, trafficked labour, or child labour; nor engaging in or condoning abusive or inhumane treatment of workers. This can be classified under forced labour or modern slavery.

Providing workers with written terms and conditions under which they will work in a language understandable to the worker.

Not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service.

Not withholding travel or identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly).

Providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and

Mitigating or avoiding adverse human rights impacts to communities arising from the Vendors activities to the extent practicable.

Environmental Sustainability

Vendors shall minimize the adverse effect on the community, environment and natural resources while safeguarding the health and safety of the public by fostering sustainable practices and complying with applicable environmental laws and regulations. CAPREIT expects its Vendors to utilize green products whenever possible, recycle waste materials, avoid hazardous materials, whenever possible, and minimize energy usage.

Conflicts of Interest

Vendors must conduct business in a way that is open, transparent, and supportive of fair business practice. We expect suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest, a perceived conflict of interest, or that may compromise the exercise of independent judgment during the execution of work for or on behalf of CAPREIT. Vendors must disclose any actual or perceived conflicts of interest to CAPREIT at the time of onboarding. If a conflict arises after onboarding, this must be disclosed to your procurement contact, local CAPREIT contact, Operations Manager or by submitting a report to <https://cloud.clearviewconnects.com/Home.htm?org=cprven&lang=en>. Please see below definition of conflict of interest.

Conflict of Interest defined:

When a vendor has a relationship that could compromise or influence decisions, judgment, or actions of the other. Of which there are four.

Relational – Relationship with a CAPREIT employee. This can be familial, friendship or social.

Financial – A financial stake or can access information that would provide them with an unfair financial advantage or gain.

Competitive – A direct competitor

Confidentiality – The ability to leverage confidential information for gain.

Vendor-CAPREIT employee relationships:

To limit conflicts of interest, CAPREIT strives to avoid employee-vendor relationships which may result in preferential or favorable treatment of a Vendor or CAPREIT employee. As such, Vendors are required to disclose existing or potential employee-vendor relationships at the time

of onboarding or as they arise. Failure by a Vendor to disclose said relationship may result in the termination by CAPREIT of the Vendor relationship. A Vendor may disclose said relationship on the Vendor Onboarding package or by using the link:
<https://cloud.clearviewconnects.com/Home.htm?org=cprven&lang=en>.

Fair Dealing

Vendors shall deal fairly and honestly in their activities. They shall behave in an ethical manner and shall not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other unfair practice.

Privacy

Vendors that are entrusted with personal information from CAPREIT, including sensitive tenant data should ensure they:
Protect personal information from loss, theft, misuse, unauthorized access, sharing or modification.

Securely destroy or anonymize personal information when it's no longer needed.

Immediately report all privacy breaches or suspected privacy breaches involving CAPREIT information and/or data to CAPREIT's contact employee, Operations Manager or Vice President and/or <https://cloud.clearviewconnects.com/Home.htm?org=cprven&lang=en>

Confidentiality & Information Security

Vendors shall comply with the confidentiality and intellectual property requirements set forth by CAPREIT in its contracts. Vendors should ensure they have sound information security practices in place to protect CAPREIT if they provide digital, online and support services and/or access to sensitive and confidential information including personal information.

Gifts & Entertainment

CAPREIT acknowledges that the occasional exchange of gifts, or participating in entertainment activities, is a customary part of doing business. CAPREIT expects that Gifts or Entertainment should always be reasonable and made in good faith and in compliance with CAPREIT's Anti-Bribery gifting and Entertainment Policy as well as the Business Code of Conduct and Ethics . The following is guidance on what CAPREIT can give or receive:

The gift or entertainment has a market value of CDN\$300 or less.

There is no suggestion that the offer is trying to obligate or improperly influence the recipient.

Is infrequent/given on a traditional occasion or holiday.

Is not solicited.

Is not given as a bribe, payoff or kickback (or could create the appearance of same).

Does not create the appearance (or an implied obligation) that the third party is entitled to preferential treatment.

Is not for a spouse, family member or guest of the Employee, Representative or third party.

Is not in the context of any ongoing or pending tender process, vendor selection process or contract negotiations between CAPREIT and the third party (including, contract renewals).

The gift or entertainment is modest and would not affect the recipient's objectivity.

There is no suggestion that the offer is trying to obligate or improperly influence the recipient.

Neither party would be embarrassed if the public became aware of the circumstances of the gift or entertainment.

Vendor selection should never be influenced by Gifts or Entertainment and are not to be exchanged during or immediately before or after entering negotiations.

Is for a legitimate business purpose, in good taste, and at a business-appropriate venue. Is not cash or cash equivalents (i.e. gift card or gift certificate).

Use of Illicit Substances, Alcohol and Cannabis

Vendors shall not be under the influence of illegal or unprescribed drugs, as well as the use of non-illicit substances such as cannabis and/or the consumption of alcohol on CAPREIT properties.

Compliance

It is the responsibility of the Vendor to ensure that this Code is communicated to, and adhered to by its directors, officers, executives, managers, and its Agents. In addition to any other rights CAPREIT may have under an agreement with the Vendor, CAPREIT may demand the immediate removal of any Vendor employee or any employee of the Vendor's representatives, Sub-Contractors or Agents whose conduct is unlawful or inconsistent with the Code. CAPREIT may, at its own and sole discretion, provide the Vendor with an opportunity to bring its own business, conduct, or employee into compliance with the Code within a reasonable timeframe. Notwithstanding any term or condition in any agreement between Vendor and CAPREIT, if Vendor is non-compliant with the Code, CAPREIT 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 CAPREIT harmless, for any and all liability, damages and costs arising from its non-compliance and any form of termination of an agreement.

Ethics Reporting

At CAPREIT, we take business ethics very seriously, any person who believes that a violation of this Code has occurred should immediately report the violation to a CAPREIT employee (or contact person/s), Operations Manager or Vice President and/or by visiting:

<https://cloud.clearviewconnects.com/Home.htm?org=cprven&lang=en>.

Please note that all reports are anonymous, unless you wish to specifically identify yourself. CAPREIT will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought our advice, or has reported an actual or potential Code violation.

On-Site Conduct

While on CAPREIT property, the vendor must at all times conduct themselves in a professional manner.

Vendors are strictly prohibited from smoking anywhere in the building except in exterior designated areas. This means, but not limited to, all common areas, parking garages, rooftops, and suites.

All Vendors must check in to announce their presence on site to the building management. If there is no management on site, they are to call the office and speak to a CAPREIT representative to inform them of their arrival. Once the service has been completed, the Vendor must once again inform CAPREIT that they are finished and are leaving the premises.

All Vendors that are to be present on a CAPREIT property must be dressed appropriately. This includes clothes or uniform that appear clean and undamaged. All Vendors must have clear identification and their company logo clearly visible for easy identification.

- Communication with tenants is allowed, however it must be in a professional manner. Proprietary, preferred, personal or inside information pertaining to CAPREIT or its residents is confidential and is strictly prohibited from being disclosed without the permission of CAPREIT.
- At all times, the cleanliness of the working environment must be maintained. All debris resulting from the service or services performed must be cleaned up by the Vendor and safely deposited in the appropriate waste receptacle before the Vendor leaves the premises.
- Any material removed from the building interior must be removed through service doors and not through the Lobby unless there is no other option.
- All vehicles that belong to the Vendor must respect all parking laws. Vendor must park in the designated parking spaces or lots. Parking in no parking zones is forbidden.

On-Site Conduct (Specific to Quebec)

This section is in accordance with the Charter of the French Language (CQLR c C-11) .

Vendors, when providing services to tenants, must respect their right to receive services and communicate in French.

- Vendors must always ensure that Representatives, Agents or Sub-Contractors are capable of communicating and offering service to tenants in French.
- All conversations, and interactions with tenants must be initiated in French. They may be continued in another language at the express request of the tenant.
- All conversations, and interactions with multiple tenants, where some prefer French and others another language, must be conducted in French and may also be simultaneously conducted in another language. All information provided in another language must equally be conveyed in French.
- Should several Representatives, Agents or Sub-contractors be involved in providing services on behalf of the Vendor, the individual most fluent in French must be the one handling interactions with tenants.
- All Vendor documents relating to services rendered to CAPREIT for tenants, such as receipts, invoices, work orders, reports and other similar documents, must be prepared in French. These documents may also be available in another language, but the French version must always be available on equal or more favorable terms.
- Vendor Representatives, Sub-contractors and Agents must exit any leased premises/apartment when taking personal calls, regardless of the language of those calls. Should the Vendor, Representative, Sub-contractor or Agent need to make a call or receive a call in a language other than French, they should temporarily leave the apartment unless the tenant has initially requested to be communicated with in another language than French.

Enforcement

The expectation is for all Vendors who offer goods or services to CAPREIT to abide by the above requirements. Vendors must confirm agreement with this Code before any goods or services can be rendered.

Failure to adhere to any of the above provisions may constitute a breach of conduct and may

result in the suspension or termination of the business relationship.