

# Ontario Lottery and Gaming Corporation

## Supplier Code of Conduct

### Purpose

The Ontario Lottery and Gaming Corporation (“**OLG**”) expects the people, companies, and other entities, including their subcontractors, that provide goods, services, and/or deliverables to OLG (the “**Supplier**”) to meet the minimum standards set out in this Supplier Code of Conduct (the “**Supplier Code**”). This includes minimum standards related to human rights, labour standards, environmental protection, workplace health and safety, forced labour, and child labour.

This Supplier Code reflects OLG’s commitment to, and incorporates, the fundamental principles of the International Labour Organization, the United Nations Universal Declaration of Human Rights, Canadian laws, and ethical, social, and environmental standards that OLG follows.

OLG reserves the right to review and modify this Supplier Code at any time and expects all Suppliers to know and comply with the provisions of this Supplier Code as modified.

### Application and Scope

This Supplier Code applies to all Suppliers, including their directors, owners, employees, officers, agents, partners, and any subcontractors, who wish to establish or maintain a business relationship with OLG and is in addition to a Supplier’s obligations under any agreement between itself and OLG. Where there is any conflict between the provisions of that agreement and this Supplier Code, that agreement will govern.

### Requirements

#### I. Compliance with Laws

Suppliers must comply with all applicable laws, statutes and regulations of the jurisdictions in which they and OLG operates, including the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* S.C. 2023, c.9.

#### II. Sanctioned Lists

Suppliers will ensure that it and its subcontractors are not (i) on a Canadian or United Nations sanctions list or (ii) from a country that appears on a Canadian or United Nations sanctions list that would prohibit OLG from obtaining the goods or service or any parts thereof under any agreement between the Supplier and OLG.

### **III. Health and Safety**

Suppliers will ensure all workers are provided a safe and healthy work environment. This includes ensuring that the workplace machinery, equipment, and processes under their control are safe and consistent with all applicable laws on occupational health and safety. The Supplier shall implement and maintain a comprehensive health and safety policy and provide adequate instructions and training to workers.

### **IV. Human Rights and Labour Standards**

#### **a) Wages and Benefits**

Suppliers shall comply with all applicable laws regarding minimum wages and benefits. Workers must be compensated at the legal minimum wage of the applicable jurisdiction or better, and at the legally required premium rate for overtime hours.

Suppliers shall pay workers directly, on a regular basis, and provide documentation (e.g., a pay statement). Any deductions must be limited to what is required under the laws of the applicable jurisdiction and workers shall be informed of the condition under which, and the extent to, such deduction are made. Suppliers are prohibited from making any deductions from a worker's wages for recruitment fees or any associated costs. Additionally, Suppliers will ensure that the principle of equal remuneration applies to all workers for work of equal value, regardless of gender.

#### **b) Hours of Work**

Suppliers will ensure that their workers are not working longer hours than the maximums imposed for regular or overtime work under the laws of the applicable jurisdiction.

#### **c) Non-Discrimination**

Suppliers will promote the equality of opportunity and treatment in employment and will avoid any discriminatory distinction, exclusion, or preference. Suppliers must not engage in discriminatory hiring and employment practices based on race, colour, nationality, sexual orientation, gender identity, gender expression, age, religion, ethnicity, disability, pregnancy, marital status, family status, place of origin, or political affiliation.

#### **d) Freedom of Association, the Right to Organize, and Collective Bargaining**

Suppliers are expected to grant their workers the right to establish or join a labour organization of their choosing, elect representatives, and to collectively bargain with their employer.

## **V. Forced Labour and Child Labour**

### **a) Forced Labour**

Suppliers shall only utilize workers whose labour or services is provided, or offered to be provided, voluntarily and is not forced, compulsory, extracted under the menace of penalty, or could reasonably cause the worker to believe their safety, or the safety of a person known to them, would be threatened if they fail to provide such labour or services.

### **b) Child Labour**

All workers of Suppliers must be of, at least, the legal minimum employment age of the applicable jurisdiction. Notwithstanding the foregoing, Suppliers shall not utilize workers under the age of eighteen (18) whose labour or services provided, or offered to be provided, would:

- a) be contrary to the laws applicable in Canada, where such labour or services is provided, or offered to be provided, in Canada;
- b) be under circumstances that are mentally, physically, socially or morally dangerous to them;
- c) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or
- d) constitute the Worst Forms of Child Labour.<sup>1</sup>

### **c) Work Contrary to the Health, Safety, or Morals of Workers**

Suppliers shall not expose workers who are under the age of eighteen (18) to any work that is likely to jeopardize their health, safety, or morals, which includes:

- i) work that exposes them to physical, psychological, or sexual abuse;
- ii) work underground, under water, at dangerous heights, or in a confined space;
- iii) work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads;
- iv) work in an unhealthy environment (e.g. hazardous substances, agents, processes that would be dangerous to their health); or
- v) work under particularly difficult conditions such as work for long hours or during the night or work where the worker is unreasonably confined to the Suppliers premises.

### **d) Importation of Goods Produced by Forced or Child Labour**

Suppliers will not import, or attempt to import, goods into Canada that are mined, manufactured, or produced, in whole or in part, by forced or child labour regardless of the country of origin.

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<sup>1</sup> As defined in Article 3 of the Worst Forms of Child Labour Convention, 1999.

## **VI. Abuse and Harassment**

Workers must be treated with respect and dignity and Suppliers will establish and maintain disciplinary policies that are adequately communicated to employees prior to their implementation. There shall be no harsh or inhumane treatment of workers, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment, nor is there to be the threat of any such treatment.

## **VII. Anti-Bribery and Ethical Business Conduct**

Suppliers are expected to conduct their businesses in an ethical manner and will, at minimum:

- i) comply with all applicable laws on bribery, corruption, and prohibited business practices;
- ii) not, directly or indirectly, make, offer, receive, or promise anything of value in any form of improper payment;
- iii) not attempt to retain any business with or gain any improper advantage from OLG;
- iv) not offer gifts to OLG employees or members of OLG's board of directors; and
- v) immediately disclose to OLG information that may impact the provision of goods, services, and/or deliverables. This includes, but is not limited to, (i) the loss or restriction of any required licensing, certification, registration, or professional designation, (ii) any charges or convictions for criminal offences, or (iii) any outstanding civil action alleging fraud or theft. Such disclosure to OLG may also require the Supplier to be reported to regulators.

## **VIII. Environmental Protection**

OLG expects environmental protection to be a priority of Suppliers and collaborate with OLG, where possible, to reduce our collective environmental impact. At minimum, Suppliers must ensure that they are not in violation of any applicable environmental laws. Suppliers are also encouraged to adopt measures to mitigate the environmental impact associated with their business operations, including the impact of the provision of goods, services, and/or deliverables.

# **Compliance with Supplier Code**

## **I. Attestation of Compliance**

Where OLG has entered into an agreement with a Supplier for the ongoing provision of goods, services, and/or deliverables, the Supplier will be required on an annual basis to attest to their compliance with this Supplier Code.

## **II. Failure to Comply**

Suppliers are required to report to OLG any failure to comply with the provisions of this Supplier Code upon being made aware of such failure. OLG will work with Suppliers to rectify any failure to comply and the Suppliers willingness to rectify any failure, whether identified by the Supplier or OLG, is a key consideration in OLG's decision to establish or maintain a business relationship. Suppliers may be required to provide documentation to evidence their compliance. For greater

certainty, OLG may discontinue a business relationship with a Supplier that fails to comply with the provisions of this Supplier Code or address any concerns raised regarding their compliance.