

NCH'Ú7MUT ENDORSED BUSINESS REGISTRY OPPORTUNITIES POLICY

Category: Operational Policy
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Last Revised: None, this is a new document.
Owner: Nch'ú7mut Operational Board
Approved By: Chief Executive Officer
Contact: Manager, Business Opportunities

A. POLICY STATEMENT

Nch'kay Development Corporation ("NDC") is designated by the Squamish Nation ("the Nation") as the primary vehicle through which the Nation will achieve its economic, environmental, and social responsibilities through the procurement of sustainable products and services for construction business opportunities advanced through the Nation and external organizations.

To realize its mandate, NDC has delegated Nch'ú7mut Contracting Limited Partnership ("Nch'ú7mut") to manage all aspects of procurement including: the management of the Nch'ú7mut Endorsed Business Registry ("the NEBR"), the development and implementation of Teaming Agreements, and the formation of Joint Entities to achieve the Nation's goals.

As the NEBR is designed to identify, assist, and support the Nation's businesses in the pursuit of business opportunities, all entities within the NEBR should receive first consideration when competing for procurement opportunities. Nch'ú7mut shall work collaboratively with internal departments and Operational Entities of NDC and the Nation to fulfill their procurement needs. For the purpose of this policy, any party requesting procurement will henceforth be known as the Project Owner.

Successful suppliers will be encouraged to enter into Teaming Agreements and will be expected to contribute to Shared Revenue and Social Investment based on a portion of revenue obtained from doing business, as deemed appropriate by Nch'ú7mut.

Nch'ú7mut shall integrate NDC's economic, quality, environmental and social value considerations into its procurement decisions, to the extent permitted by NDC and Trade Agreement obligations. Business Opportunities decisions shall be measured against pre-determined criteria that are connected to both the Nation's economic goals and NDC's strategic plan and that maximizes Best Value.

This Policy builds on the Nch'ú7mut Endorsed Business Registry – Application and Approval Policy that requires all businesses wanting to engage in commercial opportunities with Nch'ú7mut to have membership on the Business Registry.

This Nch'ú7mut Business Opportunities Policy, hereafter referred to as the "Policy," must be read in conjunction with the following Board Policies: Partnership Policy, Principles of Procurement, Subsidiary/Operating Board Terms of Reference, Finance Policy, (specifically, the Delegation of Authority Table), NDC's commitment to Social Justice, Equity, Diversity and Inclusion, and Corporate Social Responsibility Policy.

The Manager, Business Opportunities (“BOM”) is responsible for the implementation of this Policy.

AUTHORITY

- *BC Business Corporations Act*
- *Canada Business Act*
- *BC Partnerships Act*
- *The BC Procurement Services Act*
- Nch’ú7mut Endorsed Business Registry – Application and Approval Policy
- Amended and Restated Shareholders' Agreement dated August 16, 2019
- Governance and Financial Planning Rules
- Subsidiary/Operational Boards Terms of Reference

C. PURPOSE

The purpose of this Policy is to:

- Ensure a return of value is achieved to the Nation through Shared Revenue Fees, employment, training, and sub-contracting opportunities.
- Ensure the acquisition of third party services and goods are the result of transparent, objective, timely, risk assessed and cost-effective decisions.
- Outline the guiding principles for procurement considerations.
- Empower staff to advance innovation and show leadership by incorporating sustainability aspects into the procurement process.
- Identify roles and responsibilities for individuals involved in the implementation of this policy.

D. OBJECTIVES

The objective of this Policy is to ensure the standardized procurement of goods, services, and construction opportunities. This Policy will serve as a guide for Nchu’7mut staff and external advisors engaged in making procurement decisions.

E. SCOPE

This Policy applies to companies registered on the NEBR.

This Policy may be shared with potential suppliers, and external vendors, and shall be integrated into any subsequent contractual relationship.

F. POLICY AND GUIDING PRINCIPLES

The following section outlines the principles that are intended to guide Nch’ú7mut’s procurement decisions. All contracts will be required to go through a procurement and bid application process and will remain subject to this Policy. All potential and qualified suppliers will be required to comply with the following:

Confidentiality

Several facets of the procurement process are confidential. All offers or tenders received from applicants will remain strictly confidential to Nch’ú7mut. In order to ensure fair and unbiased competition Nch’ú7mut will not share tender submissions

with other potential or actual applicants. Only the applicant will receive information regarding the results of the offer or tender, including a summary (if applicable) as to why the applicant was not selected.

Shared Revenue Fee

Profit participation will be an essential component of all agreements. All suppliers will be expected to contribute to a Shared Revenue Fee in a manner and amount as deemed appropriate by Nch'ú7mut.

Specific terms regarding equity, the division of revenue, expenses, profits and cash distributions will be detailed in the Teaming Agreements as applicable and shall be acceptable to both parties.

In the spirit of transparency and good governance Nch'ú7mut will maintain the rights to audit or review all financial statements, books and records, and financial information as it relates to the particular Nch'ú7mut Endorsed Businesses, Profit Share, Revenue Share, or Teaming Agreement.

Social Investment

Nch'ú7mut's commitment to sustainability includes realizing positive social impacts for its communities. Nch'ú7mut is committed to working with its suppliers, partners, and industry associations to identify opportunities that support the employment of Squamish Nation Priority Workforce (local communities, people with disabilities and individuals or groups underrepresented in the workforce) as defined by the Employment Education & Training department.

Where all other factors are equal, Nation Owned Businesses, Member-Owned Businesses, Member-Owned Partnerships or Industry Joint Entities who employ the Nation's Members will receive preferential weighting for Nch'ú7mut's business opportunities.

Best Value

Nch'ú7mut's primary goal in the procurement process is to attain Best Value using processes that are competitive, open, and transparent. Nch'ú7mut shall consider factors such as:

- The direct and indirect costs of the goods/services over the procurement cycle.
- The quality of the goods/services to be procured.
- The proposed delivery schedule for the goods/services.
- The performance history of each prospective supplier.
- The appropriateness of contracting options (contract extension options).
- Environmental and sustainability issues including end of life disposal.
- Considerations for support and maintenance.
- The possible risks associated with the procurement of goods/services.

Alignment with NDC's Mission, Vision and Values and Commitment to Social Justice

- Nch'ú7mut will seek to have a diversity of suppliers thereby enabling smaller businesses to participate in the procurement process.
- Nch'ú7mut shall select suppliers who have adopted and/or reflect the Truth and Reconciliation Commission's Calls to Action 92 in operating their businesses, corporate policies, and activities, and/or corporate cultures.

- Nch’ú7mut shall engage with businesses who remain committed to advancing reconciliation as called for by the Truth and Reconciliation Commission’s Calls to Action and support the implementation of the Declaration of the Rights of Indigenous Peoples Act (“DRIPA”).

Compliance, Ethics and Standards

- Nch’ú7mut is committed to providing a fair, healthy, and safe working environment for its employees. Likewise, suppliers are expected to provide a fair, healthy, and safe workplace, upholding the Human Rights standards, and integrating appropriate safety, human rights and labour policies and practices into their business.
- Nch’ú7mut shall only engage with suppliers, vendors or consultants who demonstrate they comply with all applicable health, safety, environmental, employment and fiscal regulations. Suppliers, vendors, or consultants shall be disqualified from the procurement process if they have known violations or are unable to provide the appropriate evidence.
- Procurement will comply with the following internal and external policies:

INTERNAL POLICIES	EXTERNAL- CODES/STANDARDS
Nch’ú7mut Endorsed Business Registry – Application and Approval Policy.	Labour and Employment Standards by the International Labour Organization (ILO)
NDC’s Principles of Procurement	Human Rights Code
Code of Conduct	Fair Trade Standards
Conflict of Interest Policy	Health and Safety Standards.
Corporate Social Responsibility	Applicable Trade Agreements
Commitment to Social Justice, Equity, Diversity, and Inclusion	

- Nch’ú7mut will not acquire goods and services from any individual or company if there is a legitimate concern about the potential for a real or perceived conflict of interest. All suppliers and employees shall disclose relationships in advance of any negotiation or contract development. All competitive bid documentation must include a section that requires suppliers to disclose any real or potential conflicts of interest and existing business relationships it may have with Nch’ú7mut, its elected or appointed officials or employees prior to submission of the bid.
- To maintain its integrity, Nch’ú7mut will contract only with suppliers that support ethical business labour practices and agree to comply with its **Supplier Code of Conduct**. (See Appendix C) by signing the Supplier Commitment Letter (See Appendix D).

Efficient and Effective Procurement

Nch’ú7mut shall ensure consistency in its procurement processes and seeks to attract as wide and diverse a pool of applicants as appropriate. Nch’ú7mut shall:

- a) Consider viable alternatives.
- b) Consider reducing the size, number, and types of contracts to facilitate greater access to bidding opportunities for suppliers of all sizes.
- c) Nch’ú7mut has been designated to coordinate all its procurement through the NEBR to maximize value for money.

Environmental Sustainability

Nch'ú7mut recognizes the critical role it plays in ensuring the Nation's sustainability goals are attained. Nch'ú7mut's commitment to sustainability is applied via its policies set by the NDC Board, the key elements of which include encouragement of sustainable building solutions, renewable power sources, waste minimization and reuse.

Preference will be given to businesses who take steps to minimize adverse environmental impacts and reduce their greenhouse gas (GHG) emissions; utilize materials and products that have a low carbon footprint, avoid the use of hazardous materials, and engage in technologies that recycle waste materials.

Nch'ú7mut will consider endorsed businesses who review and modify existing procurement specifications and create new specifications, to include environmentally and socially responsible options or criteria to be considered along with price and performance.

Competitive Process

To the extent possible, all goods and services shall be acquired competitively from qualified suppliers. (See Appendix A for the **Procurement and Bid Application Process**)

Impartiality, Transparency and Accountability

Guided by the Principle of Transparency, Nch'ú7mut's procurement shall be fair and unbiased. Business interactions shall be conducted in good faith with honesty, care, and due diligence, upholding Nch'ú7mut, NDC and the Nation's values.

- a) Supplier selection shall be based on transparent and objective criteria, free from personal interests, biases, or other untoward or political influences.
- b) Suppliers will have access to information and procurement opportunities shall be equally offered to all eligible applicants.
- c) Nch'ú7mut will make all reasonable efforts to avoid sole source bids or single source business opportunities.
- d) Nch'ú7mut Procurement Policies and related documents shall be made available on the NDC website. These will be updated regularly.
- e) All submissions shall be evaluated by the project owners based on their legal, technical, and financial abilities.
- f) All records shall be timely, complete and accurate.

Risk Management

Risk Management processes shall be the responsibility of the Project Owner. All submissions will be reviewed against evaluation and risk criteria established by the Project Owner as it relates to the specific bid.

Administration

All applicants will be required to pay a Business Registry Annual Fee in an amount determined by Nch'ú7mut and communicated prior to the application process. This fee will be charged annually for the renewal of a business to be listed on the Business Registry.

The BOM shall attempt to review the scope of work no less than 2 weeks prior to the tender going to market.

Supplier Relations

Formal complaints may be submitted by completing the Supplier Complaint Form. (See Appendix B **Nch'ú7mut Business Complaint Form**)

G. PROCUREMENT AND BID APPLICATION PROCESS

Nch'ú7mut shall follow a phased approach towards procurement, as illustrated in Appendix A. All companies seeking to do business with NDC, or the Nation will be required to fulfill each step in the process.

Calls for an RFP, RFQ, and tender shall be communicated to businesses on the NEBR.

Successful suppliers will be required to enter into Teaming Agreements, contribute to Shared Revenue and Social Investment as deemed appropriate by Nch'ú7mut. Successful suppliers are expected to work with the Squamish Nation's EET and employ, educate, and train the Squamish Nation Priority Workforce.

The BOM will be responsible for communicating and liaising with the potential companies, providing guidance during the bid process, negotiating the Teaming Agreement, and monitoring the project reporting requirements up to project completion.

Nch'ú7mut may promote the use of the Squamish Nation Member Business Directory when appropriate in the procurement of goods and services.

Submissions received after the stated closing time and date will be rejected.

Nch'ú7mut expects all suppliers to follow all requirements and timelines as specified on the Project Owners RFP or RFQ guidelines.

Nch'ú7mut businesses are expected to coordinate with the Squamish Nation Education, Employment and Training ("EE&T") on any plans to use the Squamish Nation Priority Workforce for employment.

Nch'ú7mut businesses are expected to coordinate with Nch'ú7mut for subcontracting opportunities for other NEBR business types with Nch'ú7mut prior to project start.

Once the project begins all Nch'ú7mut's businesses are required to follow the monthly reporting protocols determined by Nch'ú7mut and EE&T.

Nch'ú7mut will strive to collaborate and work together with multiple organizations to avoid the appearance of ongoing association with any one company or person. Exclusivity will not be granted other than possibly on occasional single source projects where the initiative demonstrates economic value for the Nation.

To the greatest extent applicable, NDC's standardized Teaming Agreements shall be used. In the event that a vendor requests an amendment that presents a material risk to Nch'ú7mut, the Nch'ú7mut Operational Board that governs the NEBR may approve of the amendment(s).

H. Joint Entities

All successful applicants shall be required to enter into a Joint Entity business relationship with Nch'ú7mut. All joint entity business relationships will operate as such and will be created under one or more of the following: Teaming Agreement or Profit Share Agreement.

Each Joint Entity will represent a business relationship and shall be managed by Nch'ú7mut as guided by the agreements between the parties. Nch'ú7mut shall oversee the performance and operations of all Joint Entities.

Nch'ú7mut shall ensure it works with its partners to educate, inform, and sensitize them to Indigenous heritage, traditional customs, and practices. It shall ensure a respectful dialogue and engagement between all parties.

I. ROLES AND RESPONSIBILITIES

Roles and Responsibilities

The responsibilities of all administrative roles are clearly articulated in the Board Policy - Subsidiary/Operating Boards Terms of Reference. The responsibilities detailed below are in addition to the Board Policy and apply more specifically to this policy only.

Council

- Annually receives report(s) on the performance of the NEBR businesses.
- Annually, receives Shared Revenue reports.
- Receives annual reports on the Operational Boards financial statements.

NDC Board of Directors / Nch'ú7mut Operational Board

- Annually, approves the Nch'ú7mut Authorization And Delegation Table
- Monitors and assesses the performance of the NEBR businesses and reports on the same to Council.
- Reviews recommendation(s) of the CEO, and informs Council regarding the acquisition¹, establishment, continuance, sale, lease, transfer, pledge, charge, encumbrance, termination, or liquidation of any new or existing NEBR business.
- Approves Teaming Agreements or Profit Sharing Agreements revenue over \$1.0 million.

Chief Executive Officer

- Ensures compliance with this Policy Leads, oversees, and monitors the Nch'ú7mut Operational Board.
- Appoints members to the Nch'ú7mut Operational Board.
- Approves the acquisition, establishment, continuance, sale, lease, transfer, pledge, charge, encumbrance, or other disposition of any new or existing business with the NEBR.
- Reviews Nch'ú7mut Operational Board reports and apprises the NDC Board of the same.

¹ The entry into new joint ventures and partnerships within Nch'ú7mut's partnership business, does not require any approval of the Shareholder (6.1 Governance and Financial Planning Rules)

Nch'ú7mut Operational Board/TST

- Is responsible for developing and maintaining policies and procedures for Nch'ú7mut's procurement processes.
- Functions as the TST and approves the hiring of technical experts for the TST.
- Receives and reviews reports from the BOM, on the selection, evaluation, and monitoring of contractors and suppliers as required and as it relates to financial obligations and apprises the CEO accordingly.
- Authorizes audits as required.
- Approves the amendment, modification, alteration, or repeal of the Teaming Agreement of any business registered with the NEBR.
- Approves Teaming Agreements or Profit Sharing Agreements with revenue up to \$1.0 million.

Project Owner

- Conducts bid evaluation.
- Engage with the BOM to align NEBR opportunities.
- Provide feedback on successes of the NEBR and improvements to Nch'ú7mut.
- Liaises with the BOM with updates on the bid evaluation process.
- Tracks revenue from the NEBR progress payments.

Business Opportunities Manager

- Reviews and assesses submissions for tenders and bids.
- Develops NEBR performance evaluation criteria for individual businesses.
- Reviews monthly reports and ensures compliance as indicated on the Teaming Agreement.
- Provides guidance and support to businesses seeking opportunities with Nch'ú7mut and executes this Policy and its related procedures.
- Recommends resourcing or bid process as appropriate to meet the procurement needs of Nch'ú7mut .
- Reports to the Operational Boards and/or the CEO, on the activities and business of pending and successful procurements.
- Ensures that commitments are in accordance with Teaming Agreements.
- Monitors financial reports and profits of Joint Entities in line with expectations in the operational budgets.
- Makes recommendations to the Operational Board to terminate membership in the NEBR.
- Identifies opportunities for collaboration.
- Functions as the primary liaison between the Operational Board , Joint Entity, and the Project Owner.

J. MONITORING AND REPORTING PROCESS

All businesses registered with the NEBR shall provide monthly reports to Nch'ú7mut using the reporting template provided by the BOM as indicated in the Teaming Agreement.

The Operational Board shall provide quarterly and annual reports consistent with the Board Subsidiary/Operating Board Terms of Reference and the Finance Policies of NDC.

Nch'ú7mut supports good working relationships with its suppliers. Any supplier that wishes to lodge a complaint regarding the bid process or any other matter relating to a contract must complete the Nch'ú7mut Business Complaint Form. (See Appendix B) and submit it to the BOM.

Upon receiving a complaint form, the BOM must first investigate the complaint and reply, in writing, to the complainant. The BOM will attempt to resolve the matter within ten (10) business days.

Unresolved issues will be referred to the Operational Board. The Operational Board must make every reasonable effort to respond to the complainant within 30 days of having received a written complaint from a supplier.

Unresolved complaints past 30 days shall be referred to the CEO for further review and action. The CEO must make every reasonable effort to respond to the complainant within 30 days of having received a written complaint from a supplier.

POLICY BREACH

All businesses are required to comply with all the provisions indicated in the Teaming Agreement. Failure to comply could result in the removal of the business from the NEBR.

All individuals are responsible for the actions taken by them in the course of their official duties. Individuals who act contrary to this approved Policy, or who are in a conflict of interest may be deemed to have engaged in misconduct and may be subject to disciplinary measures, as applicable, and/or held financially liable for the consequences of their actions.

REFERENCES AND RELATED AUTHORITIES

This policy should be read in conjunction with the:

- *The BC Procurement Services Act*
- Amended and Restated Shareholders' Agreement dated August 16, 2019
- Governance and Financial Planning Rules
- Nch'ú7mut Endorsed Business Registry – Application and Approval Policy
- Conflict of Interest Policy
- Principles of Procurement
- Corporate Social Responsibility Policy
- Commitment Statement to Social Justice, Equity, Diversity, and Inclusion

APPENDICES

- A. The Procurement and Bid Application Process
- B. Supplier Complaints Form
- C. Supplier Code of Conduct

D. Supplier Commitment Letter

DEFINITIONS

Best Value implies the optimal combination of total cost, performance, economic, environmental, and social sustainability, reduced carbon dependency, and reduced waste.

Board Members / Directors Individuals appointed to the Nch'ú7mut Operational Board of Directors by the CEO.

Business Registry Annual Fee implies an amount that will be charged to a business if that business wishes to be retained on the Nch'ú7mut Endorsed Business Registry.

Business Types implies one of a category of businesses such Member Owned Business, Member Owned Partnership, NDC Owned Business, Industry Joint Entity.

Endorsed Business refers to independent organization that has met NEBR requirements and is certified to do business with Nch'ú7mut. Only Endorsed Businesses may respond to a bid or tender to supply goods or perform services for Nch'ú7mut.

Industry Joint Entity a business with two or more parties working together for mutual benefit without surrendering ownership. The business is not owned by a Squamish Nation member, or the Nation.

Joint Entity/Joint Entities a business with two or more parties working together for mutual benefit without surrendering ownership. For the purpose of this Policy, Joint Entity is business relationship between Nch'ú7mut and a third party company (NDC Owned Business, Member Owned Business, Member Owned Partnership, Industry Joint Entity). The parties must agree to collaborate with Nch'ú7mut to deliver Best Value for Squamish Nation members.

Member means any person who is a 'member of the band' as that phrase is defined in the Squamish Nation Band Membership Code dated July 14, 2000, and amended April 4, 2013, as amended from time to time by the Squamish Nation.

Member Owned Business Refers to a business that is majority owned and operated by a Member of the Squamish Nation.

Member Owned Partnership A Member(s) owned conglomerate business that has partnered with one or more industry businesses to pursue work with NDC. Each industry business partner must be endorsed and registered on the NEBR

NDC Owned Business refers to a business owned by NDC.

Nch'ú7mut Endorsed Business Registry (NEBR) also referred to as the NEBR, is a database of approved Business Types, interested in selling goods or services, and in doing business with the Nch'ú7mut.

Operational Board An Operational Board oversees the operations of each of NDC's businesses and is comprised of three members appointed by the CEO. For the purpose of this policy, the Operational Board is Nch'ú7mut Operational Board.

Operational Board Member refers to an individual appointed by the CEO to the Operational Board.

Project Owner is an individual, corporation, entity, investors, or any other group who owns, finances, or contracts out the project.

Shared Revenue Agreement is a contract between two parties that defines how revenue, i.e., the total amount of income generated by the sale of goods or services, will be shared. Each party must negotiate the terms and be satisfied with the terms prior to signing the agreement. This agreement will contain revenue share details, method for calculating revenue, dispute resolution, obligations of each party and contract terminations.

Shared Revenue Fee implies a fee or total amount of income generated by the sale of goods or services as defined by the Shared Revenue Agreement that is to be shared with Nch'ú7mut.

Social investment implies a contribution to the Squamish Nation community that makes positive social impact, and may include:

- (a) sports & athletics
- (b) language & culture
- (c) education, employment, and training
- (d) health & wellness
- (e) children & family

Squamish Nation Education, Employment and Training (EET) refers to the Ta7Inew'ás, Education, Employment & Training-The Ta7Inew'ás department ensures the Skw'xwú7mesh Úxwumixw (Squamish Nation) has integrative, effective, and streamlined collaborative processes to help Members meet their individual education and employment goals.

Squamish Nation Member Business Directory implies to the registry specific to Nation member entrepreneurs.

Squamish Nation Priority Workforce refers to employment for Squamish Nation members and other indigenous peoples in the following order: Registered members of the Squamish Nation, Community members that are registered members of the Squamish Nation, members of the Musqueam and Tsleil Waututh Nations, and other indigenous workforce candidates.

Subcontractor refers to an entity that does not have a direct business relationship with Nch'ú7mut, and that provides the supplier with products or services integral to the manufacture, provision, or maintenance of goods and services required by Nch'ú7mut.

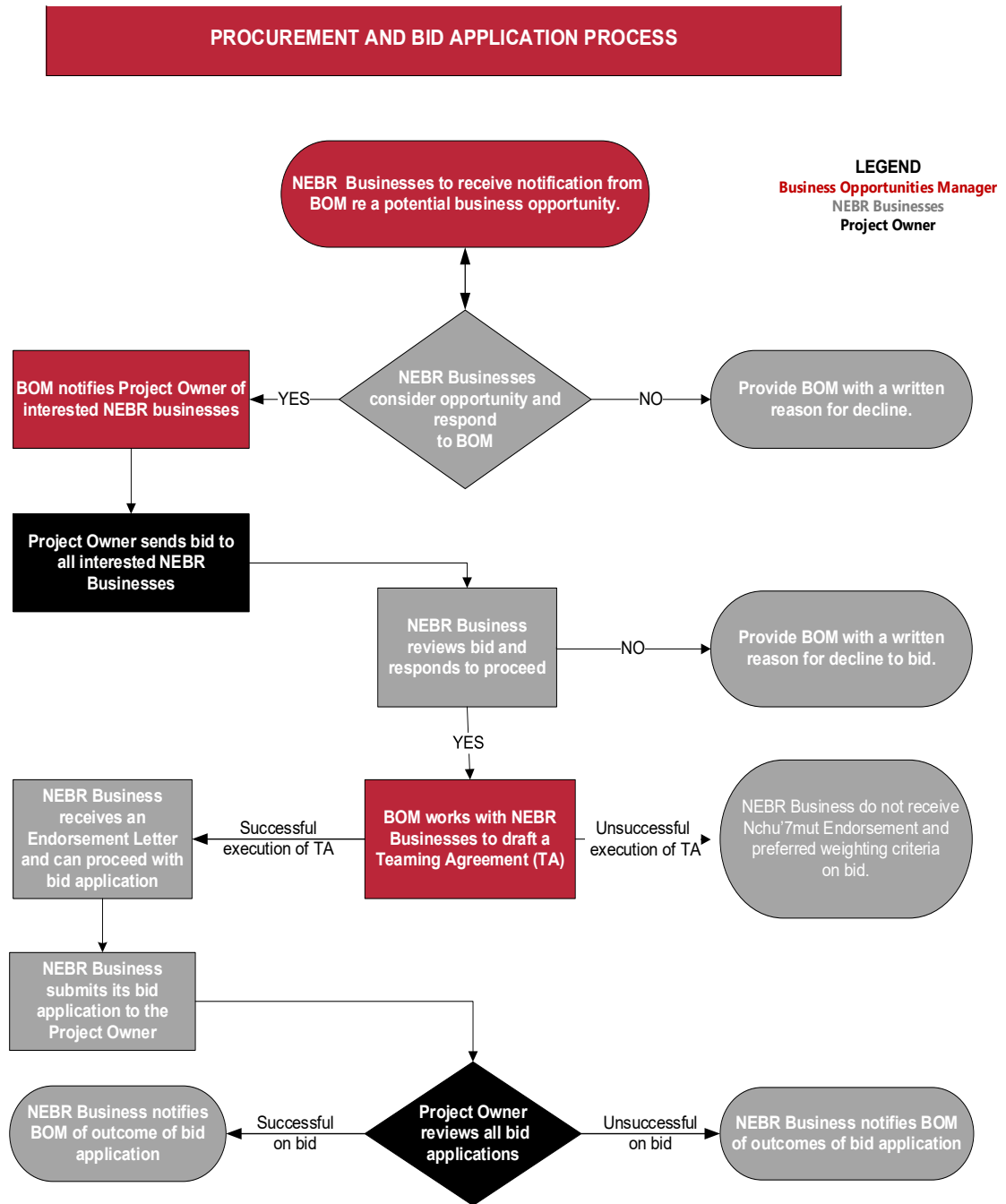
Teaming Agreement is a commercial contract that governs the relationship between Nch'ú7mut and an Endorsed Business in support of their bid or tender application to provide goods or services and other work in relation to a project operating within the territory of the Squamish Nation.

Third party refers one any of the following Endorsed Business types NDC Owned Business, Member Owned Business, Member Owned Partnership, Industry Joint Entity

² The Squamish Nation Joint Entity Development Policy. Part 2.1

Trade Agreements implies an accord or pact between two or more countries that encourage international trade by reducing or removing tariffs and other barriers to trade. Some trade agreements that could impact NDC are Canadian Free Trade Agreement (CFTA), Canada-United States-Mexico Agreement (CUSMA), Canada European Union Comprehensive Economic and Trade Agreement (CETA) and the New West Partnership Trade Agreement (NWPTA).

APPENDIX A PROCUREMENT AND BID APPLICATION PROCESS



APPENDIX B

NCH'Ú7MUT BUSINESS COMPLAINT FORM

*All complaints must be received within 30 days of incident. All complaints will be assessed by a committee. Please provide as much detail as possible so that the committee can assess your complaint in a fair and equitable manner to ensure compliance with the policy.

Complaint Information	
Business Name:	Phone #:
Email:	Address:
Contact Name:	Contact Position:
Invoice #:	Project Name:
Date of Complaint:	
Describe, in detail, the nature of the complaint (include all relevant background information):	
Nch'ú7mut Information	
Date Received by Nch'ú7mut:	
Received By:	Contact email:
History of Interactions with Nch'ú7mut Business:	
Proposed Corrective Action:	
Date of Proposed Action:	
Future Steps to Avoid Similar Complaint:	
Follow up Date:	
Committee Members:	

_____ Nch'ú7mut Employee Completing Form

_____ Signature

APPENDIX C

SUPPLIER CODE OF CONDUCT

Nch'kaÿ Development Corporation is committed to delivering the social, environmental and economic goals established by the Squamish Nation for its communities. Nch'ú7mut is committed to the same ethical standards, values and goals as NDC. As one of our suppliers, you play a vital role in helping us achieve our goals. This Supplier Code of Conduct (the 'Code') outlines the high ethical standards and behaviours expected from ourselves, our subsidiaries, our partners, suppliers and all those with whom we conduct business.

We may choose to not work with or terminate collaboration with partners and suppliers who do not meet our expectations.

We are committed to the highest ethical standards.

When conducting business with Nch'ú7mut you can expect us to:

- ✓ comply with all applicable laws, regulations, policies and procedures.
- ✓ comply with Fair Trade practices.
- ✓ act with integrity and openness
- ✓ demonstrate fairness and transparency in all of our transactions.
- ✓ disclose any perceived or real conflicts of interest.
- ✓ promote fair and open competition whilst seek value for money and innovative solutions.
- ✓ adopt procurement processes that enable ease of doing business with us.
- ✓ publish details of contracts awarded as required by legislation.
- ✓ protect and prevent the release of commercial-in-confidence information.
- ✓ refuse to accept or seek financial or non-financial benefits from prospective, current or previous suppliers.
- ✓ provide timely responses to information requests, including tender debriefings.
- ✓ investigate all complaints.

We expect our partners to commit to our ethical standards.

When conducting business with Nch'ú7mut , we expect that you will:

- ✓ comply with all applicable laws, regulations, policies, procedures.
- ✓ ensure third parties acting on your behalf are made aware of and comply with this Code.
- ✓ act with integrity and openness
- ✓ conduct business in an ethical and safe manner.
- ✓ disclose any perceived or real conflicts of interest .
- ✓ not discuss or disclose dealings with NDC or Nch'ú7mut to the media without approval.
- ✓ pay your suppliers / contractors on time.
- ✓ ensure the security and proper use of NDC assets and materials.
- ✓ not offer Nch'ú7mut or NDC employees/contractors any financial or non-financial benefits
- ✓ respond to reasonable requests for advice and information.
- ✓ Report breaches of this Code to Nch'ú7mut or NDC.

Compliance, Ethics and Conduct: In all our transactions, we conduct our business ethically and lawfully. We collaborate with suppliers who demonstrate fair and ethical business practices while providing a safe work environment and integrating health and safety management practices into their operations. Suppliers must comply with all applicable laws and regulations relating to labour laws, fair trade practices, human rights, and workplace health and safety standards.

Conflicts of Interest: We strive to ensure that personal activities and interests of our employees do not conflict with their responsibilities. We expect our suppliers not to offer gifts, hospitality, financial or non financial benefits to any Nch'ú7mut, NDC or Squamish Nation employee, contractor or Subcontractor. Nch'ú7mut employees/contractors/Subcontractors are expected not to request or accept gifts and must decline all such offers.

Conflicts of interest, whether real or perceived, must be immediately reported to the Chief Executive Officer. Please become familiar with the Conflict of Interest Policy.

Commitment to Social Justice, Diversity, Equity and Inclusion: We support the United Nations Declaration of the Rights of Indigenous People. We will engage with suppliers who demonstrate their commitment to diversity, equity and inclusion in their business practices. Suppliers are also expected to demonstrate a commitment to advancing reconciliation as called for by the Truth and Reconciliation Commission's Calls to Action and support the implementation of the Declaration of the Rights of Indigenous Peoples Act

Confidentiality and Fairness: All suppliers are expected to conduct their business with honesty, fairness, and due diligence, upholding Nch'ú7mut's values.

Suppliers and Nch'ú7mut will respect and honour each other's confidentiality and will be transparent in their dealings.

Environmental sustainability: We are committed to being stewards of our land and protecting the oceans and waters in the regions we live and work. We will engage with suppliers who share our commitment to preserve the environment by implementing environmentally responsible policies and practices. We expect our suppliers to comply with applicable environmental laws and regulations that regulate hazardous materials, waste, air and water emissions.

Fees: All potential and approved Suppliers will be required to pay the NEBR Annual Fee in an amount determined by Nch'ú7mut and as communicated by the Business Opportunities Manager prior to the application process.

All potential and approved suppliers will be required to contribute to a Shared Revenue Fee based on a portion of revenue obtained from doing business.

Social Investment: We are committed to enriching the lives of all Squamish Nation members and the communities in which they live. We will engage with suppliers who support our commitment to social, economic and institutional development of our communities.

All approved suppliers may be required to contribute towards a Social Investment Fee.

Breach or non-compliance with this Code

Any corrupt or unethical behaviour including non-compliance with this Code when doing business with Nch'ú7mut could lead to one or more of the following:

- ✓ termination of current contracts
- ✓ ineligibility to participate in future work.
- ✓ loss of reputation
- ✓ investigation for corruption
- ✓ matter being referred to law enforcement for criminal investigation.
 - ✓ suspension or removal from prequalification processes and interview arrangements

If you are concerned about a potential breach, breach or non compliance of this Code, that could involve fraud, corrupt conduct, or maladministration you should report this directly to the Manager Business Opportunities or to the Chief Executive Officer.

APPENDIX D

SUPPLIER COMMITMENT LETTER - CODE OF CONDUCT

This letter must be signed and returned to NDC by all Business Registry applicants. Non-completion and return of this letter by any applicant will result in that applicant being excluded from the Business Registry application process.

Nch'kaŷ Development Corporation's Supplier Code of Conduct must be read in conjunction with the corporate Code of Conduct, Conflict of Interest and Whistleblower Policies.

All potential and successful applicants are to familiarise themselves with the above mentioned NDC policies and must include in their application response this Commitment Letter, addressed to the contact officer listed below.

[insert tenderer name]
[insert address]

[insert date]

[Insert Nch'ú7mut officer name]

[insert Nch'ú7mut address]

Insert reference of request for tender

SUPPLIER COMMITMENT DECLARATION

I acknowledge that:

- a. Nch'ú7mut as an Operational Entity of NDC has adopted all NDC's standards values, policies, and practices. As an Nch'ú7mut supplier I agree to comply with the same.
- b. Nch'ú7mut is committed to ethical, sustainable, and socially responsible procurement.
- c. NDC has an Employee Code of Conduct, Supplier Code of Conduct, Whistleblower Policy, and the Conflict of Interest Policy. Collectively, they describe the expectations of conduct from all suppliers in relation to:
 - i. Individual Integrity;
 - ii. Compliance, ethics, and conduct;
 - iii. Conflicts of interest;

- iv. Commitment to Social Justice, Equity, Diversity, and Inclusion;
- v. Confidentiality and transparency;
- vi. Environmental sustainability
- vii. Fees; and
- viii. Social investment

- d. I have read and understood NDC’s expectations of suppliers as set out in the Supplier Code of Conduct and agree that my organization will comply with it, if selected to supply goods and / or services to Nch’ú7mut.
- e. I have read and understood the following related policies: Procurement Policy, Employee Code of Conduct, Whistleblower Policy, and the Conflict of Interest Policy.
- f. I will disclose any relationship, activity or personal interest that might impair or influence my judgment or my decisions. I will promptly report to the CEO any situation that will or could place me in conflict with the interests of Nch’ú7mut.
- g. I understand that I will be in possession of Confidential Information relating to Nch’ú7mut, NDC, its Subsidiaries/Operational Entities and the Nation, and I will respect the confidentiality of information acquired in the course of my work or service except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose.
- h. The expectations outlined in the Supplier Code of Conduct and related NDC policies are not intended to minimize, modify, or replace any other obligations imposed by any applicable law, regulation, or policy;
- i. NDC may update and amend the Code as needed.

.....
 Name: _____ Signature: _____

.....
 Position: _____ Organization: _____

.....
 Date: _____

Attachments:

1. Nch’ú7mut Endorsed Business Registry Application and Approval Policy
2. Supplier Code of Conduct
3. Employee Code of Conduct
4. Conflict of Interest Policy
5. Whistleblower Policy
6. Supplier Commitment Letter