

**REQUIREMENT (a) – Structure, activities and supply chains****STRUCTURE**

Royal Camp Services Ltd. (the “Company”) is a Canadian-controlled private corporation, incorporated under the laws of the Province of Alberta. The Company’s principal office is located at 7111 – 67 Street, Edmonton, Alberta. The Company has a wholly owned subsidiary, Summit Catering Ltd. (incorporated under the laws of the Province of British Columbia) and participates in various First Nation Partnerships (altogether the “Royal Camp Group”). The following report is for the fiscal year ending October 31, 2024.

The Royal Camp Group currently employs approximately 70 full-time salaried employees and a camp staff workforce of approximately 500. The camp staff workforce is comprised of approximately 45% women and 50% First Nations people.

The Royal Camp group meets all the size related thresholds (> \$20 million in assets, >\$40 million in revenues, employs > 250 people). This is a joint report covering the activities and supply chain of the Royal Camp Group. The Royal Camp Group consists of the following entities:

- Royal Camp Services Ltd. (BN 13066 7793)
- Summit Catering Services Ltd. (BN 84538 6671)
- PDRC Corporation (General Partner for Primco Dene Royal Camp Services Limited Partnership) (BN 86384 8032)
- Primco Dene Royal Camp Services Limited Partnership (BN 84744 8677)
- BCRC Corporation (General Partner for Bigstone Cree Royal Camp Services Limited Partnership) (BN 79276 5489)
- Bigstone Cree Royal Camp Services Limited Partnership (BN 79276 2882)
- BRFN General Partner Corporation (General Partner for BRFN Royal Camp & Catering Services Limited Partnership) (BN 79670 2884)
- BRFN Royal Camp & Catering Services Limited Partnership (BN 78971 1280)
- NND Summit Camp Services Ltd. (BN 78658 8517)
- Burns Lake Summit Camp Services Ltd. (BN 81512 8376)
- Nak’azdli Summit Camp Services Ltd. (General Partner for Nak’azdli Summit Camp Services Limited Partnership) (BN 79308 7693)
- Nak’azdli Summit Camp Services Limited Partnership (BN 78818 9322)
- Kyah Summit Camp Services Ltd. (General Partner for Kyah Summit Camp Services Limited Partnership) (BN 81758 7835)
- Kyah Summit Camp Services Limited Partnership (BN 80095 7839)
- Chief Isaac Summit Camp Services Ltd. (BN 74993 0913)
- Babine Summit Catering and Logistics Ltd. (BN 76448 9522)

## ACTIVITIES

The Royal Camp Group serves infrastructure, energy and mining end markets in western Canada and the Territories, through the rental of camp trailers and through the provision of catering services at industrial camp sites (Accommodations and Food Services sector). The Royal Camp Group is not subject to reporting requirements under supply chain legislation in any other jurisdiction.

The Group purchases goods (raw and processed foods, linens, uniforms) from third party suppliers operating in Canada for resale in accordance with provision of the noted catering services.

## SUPPLY CHAIN

The Group is not involved in the direct importation of goods into Canada; however, the Group's supply chain includes the importation of raw and processed foods – primarily from the United States. In addition, some camp linens and staff uniforms may be produced in Asian markets.

### **REQUIREMENT (b) – Policies and due diligence processes**

The Royal Camp Group has policies in place related to forced and / or child labour. See Appendix A – Vendor Code of Conduct. In addition, the Group considers minimum age requirements (18 years of age) in its hiring practices.

The Group's due diligence policies include the following steps:

- Embedding responsible business conduct into policies and management systems,
- Identifying and assessing adverse impacts in operations, supply chains and business relationships,
- Ceasing, preventing or mitigating adverse impacts,
- Providing for or cooperating in remediation when appropriate.

### **REQUIREMENT (c) – Forced labour and child labour risks**

We have started the process of identifying risks within our activities and those of our direct suppliers, but there may still be gaps in our assessments.

The Royal Camp Group has taken the below steps to prevent and reduce the risk that forced and / or child labour is used at any step in the production of goods in Canada or elsewhere within its activities and supply chains.

- Conducting an internal assessment of the risks of forced and / or child labour in the Group's activities and supply chains,

- Gathering information on worker recruitment and maintaining internal controls to ensure that all workers are recruited voluntarily,
- Monitoring suppliers,
- Developing and implementing training and awareness materials on forced and / or child labour,
- Engaging with supply chain partners on the issue of addressing forced and / or child labour.

**REQUIREMENT (d) – Remediation measures**

The Group has not identified any instances of forced and / or child labour in our activities and supply chains.

**REQUIREMENT (e) – Remediation of loss of income**

The Group has not identified any instances of any loss of income to vulnerable families resulting from measures taken to eliminate the use of forced and / or child labour in our activities and supply chains.

**REQUIREMENT (f) – Training**

The Group does not currently provide formal mandatory training for employees on forced and / or child labour. Training materials are being discussed and will be implemented for employees making contractual or purchasing decisions.

**REQUIREMENT (g) – Assessing effectiveness**

The Group does currently have policies and procedures in place to assess its effectiveness in ensuring that forced and / or child labour are not being used in its activities and supply chains.

- Regular review or audit of the organization's policies and procedures related to forced and / or child labour,
- Tracking relevant performance indicators, such as number of cases reported and solved through grievance mechanisms and numbers of contracts with anti-forced and / or anti-child labour clauses.

**APPROVAL and ATTESTATION**

This report was approved by the Royal Camp Services Ltd. Board of Directors which has oversight over all Royal Camp Group entities.

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity or entities listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above.

David Dawyd  
Chief Financial Officer, Board Member  
Royal Camp Services Ltd.  
May 31, 2025



Signature

I have the authority to bind Royal Camp Services Ltd. (and all entities in the Royal Camp Group).

## **Appendix A – Vendor Code of Conduct**



***"Safety First, Quality Always"***

## **Vendor Code of Conduct**

Royal Camp Services Ltd. ("RCS") and their affiliated entities are committed to ethical business practices and good corporate governance, both of which are integral to how we want to do business and to our long-term success. Achieving this requires a commitment to integrity and consistent high standards from all partners, including our Vendors. Accordingly, the Vendors who provide RCS with services and/or products are expected to adhere to the requirement of RCS's Vendor Code of Conduct.

For the purposes of this Vendor Code of Conduct ("the Code"), a supplier means any direct or indirect vendor, broker, consultant, or other service provided to RCS and its subsidiaries, and affiliates (together, "Royal Camp Services Ltd."). This Code sets forth the principles and ethical standards that we expect all our vendors to work toward achieving throughout the course of our business relationship. Vendors who knowingly violate laws or have repeated problems conforming to these principles may not receive our business.

### **Legal and Regulatory Compliance**

Vendors and the products and services they provide must be in full compliance with all applicable laws and regulations at all times. The Vendor shall comply with any applicable anti-corruption, anti-bribery, sanction, import- or export control law or regulation, and secure the same obligation for any sub-supplier or other representative of the supplier used in the work. In the event of differences between applicable laws, regulations, this Vendor Code of Conduct, or requirements in the contract with the supplier, the supplier shall comply with the strictest requirements.

### **Ethical Business Practices**

Vendors must act with integrity and ethical behavior in all business dealings. Vendors must not offer, pay, or accept bribes or kickbacks of any kind. In addition, vendors must not give or receive any "gifts" or things of value that may influence the recipient's decision-making.

Vendors must also be free of conflicts of interest. Vendors must conduct business in an openly competitive environment that is in compliance with all applicable anti-money laundering, anti-trust and anti-corruption laws. It is expected that vendors will be truthful in discussions with RCS employees and representatives and that information provided fairly reflects the vendor's capabilities.

### **Privacy and Information Security**

Vendors must comply with all privacy and non-disclosure agreements and only use information obtained from RCS for the purpose defined by the contractual agreement. Vendors must ensure that all information and data that RCS provides to the Vendor remains confidential and secure.

When vendors handle RCS information, they shall safeguard it by keeping it secure, limiting access, and avoiding discussing or revealing such information in public places. Vendors shall ensure data and information security procedures are in place to protect its information technology environment. For confidential employee or customer information, such as home addresses, Social Security numbers, birth dates, driver's license, or medical information, procedures must be in place to ensure that the confidential information is protected against unauthorized disclosure and theft. If a vendor becomes aware of an actual or possible unauthorized disclosure of RCS company or employee information, or a security breach, it must be reported immediately to RCS.



***“Safety First, Quality Always”***

### **Human Rights and Fair Employment and Labor Practices**

Vendors must respect the dignity and human rights of all workers and be committed to fair employment and labor practices. Vendors must provide protections against workplace harassment and abuse, discrimination and violence.

### **Anti-Slavery and Human Trafficking**

Vendors must comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes. Including but not limited to Canada’s “Modern Slavery Act” [Forced Labour in Canadian Supply Chains \(publicsafety.gc.ca\)](https://publicsafety.gc.ca) . Vendors must implement policies and procedures to help detect and avoid the use of slavery or human trafficking in its supply chain. Vendors may not use any child or forced labour.

### **Drug-Free Workplace**

Vendors must comply with the requirements of the Drug Free Workplace Act and similar local applicable laws and regulations. Vendors shall not assign any personnel to provide services to RCS who are impaired by drug use. The use or possession of illegal drugs on RCS property is strictly prohibited.

### **Health and Safety**

Vendors must provide healthy and safe workplaces to their employees. Vendors must comply with relevant health and safety laws and regulations and have practices in place that aim to minimize or eliminate any hazards in the working environment.

### **Environmental Protection and Conservation**

Vendors should proactively minimize or mitigate the environmental impacts associated with their business activities through documented policies and procedures.

### **Product Safety and Quality**

We are dedicated to providing our customers with quality services. We expect our vendors to comply with government food safety requirements, industry best practices and product specifications at all times. Vendors are expected to have policies and procedures in place to manage the safety and quality of the products they provide, from development to delivery. Vendors must immediately report any issues with product safety or quality so that appropriate actions may be taken.



***"Safety First, Quality Always"***

### **Compliance with the Vendor Code of Conduct**

Vendors must adhere to the Vendor Code of Conduct, and it is expected that vendors will monitor compliance with the Code and promptly report any violations to RCS. RCS reserves the right to monitor, assess, and audit all vendors according to the Code. RCS may discontinue business with any vendor or representative that does not adhere to the practices outlined in the Code.

Vendors may report suspected violations of this Code to a RCS Senior Manager. All reports will remain confidential to the extent permitted by law.

### **Acknowledgement**

As a vendor, we are required to acknowledge this Vendor Code of Conduct and to apply it in all dealings with, and on behalf of, RCS. We understand that our failure to sign and return this Vendor Code of Conduct may result in our disqualification from consideration for business, and/or future business, with RCS. Vendor is fully responsible for ensuring that any sub-suppliers, subcontractors, agents or other third parties that is used in the work for RCS, will act consistently with this Vendor Code of Conduct.

RCS seeks to conduct its business in accordance with the principles defined in this Code and engage vendors who proactively seek to do the same. We reserve the right to request information, audit a vendor's facilities, or have an independent third party audit a vendor's facilities, with the expectation that vendors will correct any identified deficiencies. Suppliers should inform RCS of any deviation from this Code, including significant regulatory noncompliance or news event that may jeopardize views of our company or our legal compliance.

Thank you for being a valued supplier to RCS and for your commitment to upholding these standards.

Vendor Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_