

**SUPERIOR PLUS CORP.**

**ANTI-CORRUPTION POLICY**

<b>First Approved by Board:</b> October 31, 2013	<b>Policy Review Cycle:</b> Annually
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The universality of the varied industries Superior operates in exposes Superior to a wide range of legal and business environments, many of which create complex business challenges. Superior seeks to conduct its business in an open and above board manner; it does not seek any improper influence nor will it tolerate even the appearance of impropriety in the actions of its Representatives.

### **Purpose and Scope**

Superior strives to be a good corporate citizen and maintain its reputation for the highest ethical standards in all business activities. Every Representative is committed to conducting business with honesty and integrity.

The purpose of this Policy is to reiterate this commitment, and to explain the specific requirements and prohibitions of Canadian and other relevant legislation that reinforce and police this commitment, no matter where in the world Superior operates.

Representatives involved in international business must familiarize themselves with this Policy and the relevant legislation in order not to knowingly or unknowingly compromise Superior's corporate values or violate the law.

### **Definitions**

In this Policy the following capitalized terms have the meanings set out below:

“Acts” means the Canadian Act, U.S. Act and similar local laws.

“Agent” means a person, a corporation or another entity retained by Superior to represent its business interests or act on its behalf in a particular country.

“Bribe” means:

- (a) a payment, offer, promise or authorization of the payment of anything of value;



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- (b) given directly or indirectly to (a) a Foreign Official; (b) any person for the benefit of a Foreign Official; or (c) to any person knowing that all or a portion of such thing of value will be offered, given or promised, directly or indirectly, to any Foreign Official;
- (c) for the purpose of (or as consideration for):
  - (i) influencing any act or decision of such Foreign Official in his or her official capacity;
  - (ii) inducing such Foreign Official, to do or omit to do an act in violation of the lawful duty of such official;
  - (iii) securing any improper advantage; or
- (d) inducing such official to use his or her influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality;
- (e) in order to obtain or retain an advantage in the course of business.

“Canadian Act” means Canada’s *Corruption of Foreign Public Officials Act*.

“CFO” means the Executive Vice President and Chief Financial Officer of Superior Plus Corp.

“CLO” means the Senior Vice President and Chief Legal Officer of Superior Plus Corp.

“Facilitating Payment” means an occasional small payment, promise to pay, or authorization of a payment made solely to expedite or secure the performance of routine government actions including, but not limited to:

- (a) obtaining licenses, permits and other official documents to qualify to do business in a Foreign State;
- (b) processing governmental papers, such as visas and work permits;
- (c) providing or obtaining police protection, telephone service, utilities, and mail services;
- (d) loading or unloading cargo, inspection of goods and protecting perishable goods from deteriorating; or
- (e) actions of a similar nature.

“Foreign Official” includes:

- (a) a person who holds a legislative, administrative or judicial position of a Foreign State;



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- (b) a person who performs public duties or functions for a Foreign State, including a person employed by a board, commission, corporation or other body or authority that is established to perform a duty or function on behalf of the Foreign State, or is performing such a duty or function; and
- (c) an official or agent of a public international organization that is formed by two or more states or governments, or by two or more such public international organizations.

“Foreign State” means a country other than Canada, and includes

- (a) any political subdivision of that country;
- (b) the government, and any department or branch, of that country or of a political subdivision of that country; and
- (c) any agency of that country or of a political subdivision of that country.

“Improper Payment” means a Bribe, Kickback or Facilitating Payment.

“Kickback” means the payment, promise to pay, or the authorization of the payment of a portion of contract consideration to another contracting party. This includes the improper utilization of sub-contracts, purchase orders, consulting agreements or gifts in order to channel payments to principals, employees or other representatives of another contracting party, or to their relatives or business associates.

“local” means belonging to or characteristic of a particular location within a Foreign State.

“Nominal Value” means equal to or less than \$100 Canadian dollars.

“Policy” means this anti-corruption policy, as may be amended from time to time.

“Representative” means a director, officer, employee or independent contractor of Superior. For certainty, independent contractor includes an individual acting as a consultant or performing other services for Superior who is not a director, officer or employee.

“Superior” means Superior Plus Corp., Superior Plus LP, Superior General Partner Inc., and each of their divisions, partnerships, affiliates and subsidiaries, including any and all internal governance bodies.

“U.S. Act” means the United States’ *Foreign Corrupt Practices Act*.

## **Policy - Overview**

Superior, as an entity offering goods to various regulated industries and providing services which are subject to demanding regulations, must be especially sensitive to all interaction between its Representatives and domestic or Foreign Officials.

All interaction and communications between Representatives and Canadian officials or Foreign Officials are to be conducted in the highest ethical manner and must not compromise the integrity or reputation of any domestic official, Foreign Official, Superior or its Representatives.

No one acting on behalf of Superior may use Improper Payments in conducting Superior's business.

Superior is committed to maintaining proper internal accounting controls and making and keeping books, records and accounts that, in reasonable detail, accurately and fairly reflect any and all transactions with Foreign Officials.

Representatives must comply with all anti-corruption laws wherever Superior does business. Although a particular action or payment might be lawful under Canadian or U.S. legislation, it might not be lawful under the local laws and regulations of the particular Foreign State. The reverse may also be true.

When Superior does business with the governments of Canada or of other Foreign States, additional laws and regulations related to government contracting apply. When Superior enters into contracts with a government, it administers these contracts and delivers its products and services in a manner that complies with applicable contracting laws and regulations.

Lobbying activity on behalf of the interests of Superior is permissible, but highly regulated by law. Representatives who communicate with public officials on issues that affect Superior should contact Superior's CLO to ensure that such activities fully comply with applicable law and that Superior's lobbying efforts are coordinated.

### **Doing Business With Foreign Officials**

It is not *per se* illegal to do business with a Foreign Official, a relative of a Foreign Official, a private company or other business entity owned by a Foreign Official or his or her relative, or with a business which employs a Foreign Official. However, to do so requires a great deal of caution. Such business should only be done at arms-length, free from any Improper Payments or any intent to influence the actions of the Foreign Official in his or her official capacity or for the benefit of the Foreign Official in any way, and with the prior review and approval of Superior's CFO or CLO.

The same caution must be taken with respect to the hiring of a Foreign Official, a relative of a Foreign Official, or a former Foreign Official, as such an action may be considered to be a Bribe, and raise serious ethical and political concerns. In addition, a Representative should not enter into a contract or agreement on behalf of Superior with any business in which a Foreign Official holds a significant interest without the prior approval of Superior's CFO or CLO.

### **Improper Payments**

Superior, its Representatives and Agents shall not, either directly or through an intermediary:

- (a) demand, solicit or accept an Improper Payment, or;
- (b) promise, offer or pay, or authorize the promise, payment or making of an offer to pay an Improper Payment.

In particular, Superior, its Representatives and Agents shall not, either directly or through an intermediary pay or offer anything of value to a Foreign Official, in order to influence any act within the recipient's official capacity, or to induce the recipient to violate its, his or her lawful duty, or to induce the recipient to use its, his or her influence with any level of government to affect or influence any act or decision of such government for the purpose of obtaining, retaining or directing business, or any undue advantage.

### **Exceptions in Exigent Circumstances**

There is a narrow exception to the foregoing prohibitions for cash payments made in exigent circumstances, that is when life, safety, or health is at risk, in which case such payments are generally permitted. The protection of property is generally not an exigent circumstance. Where possible, the making of such a payment in exigent circumstances should be reviewed with Superior's CFO or CLO prior to such a payment being made, but certainly as soon as possible after the payment is made. Such payments should be accurately recorded and identified in expense reports.

### **Gifts, Entertainment and Travel Expenses for Foreign Officials**

The offer and acceptance of entertainment, gifts and favours must at all times be in compliance with the policies of the recipient's employer, with Superior's Code of Business Conduct and Ethics and any Superior business unit specific procedures.

Gifts to Foreign Officials or other organizations in which a Foreign Official is or might be involved may potentially violate the Acts and local laws and may be considered bribery. Therefore, gifts, other than gifts of Nominal Value, should not be given without the prior approval of Superior's CFO or CLO, who will consider such factors including, but not limited to:

- (a) whether the gift could be construed as related to a request for official action;
- (b) the value of the gift;
- (c) whether the gift is given as a courtesy or token of regard;
- (d) whether the gift would be in accordance with the laws and customs of the applicable country;
- (e) whether there is a pattern of providing frequent gifts to the same person or organization; and
- (f) if the recipient is an organization, its relationship to any Foreign Official.

### **Cash gifts to Foreign Officials are prohibited.**

There are no specific prohibitions regarding entertaining Foreign Officials. However, such expenditures must be permitted under local law and conform to acceptable local customs.

The Canadian Act and U.S. Act permit Superior to only reimburse Foreign Officials for reasonable and *bona fide* travel and lodging expenses which are directly related to the:



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- (a) promotion, demonstration, or explanation of products or services; or
- (b) execution or performance of a contract with a Foreign State or related organization.

Superior will pay these expenses directly, if possible, rather than reimburse the Foreign Official, and it is advisable to notify the Foreign State that such expenses will be paid by Superior. Often Foreign States will mandate the payment of travel *per diems*. This practice is acceptable so long as the *per diems* reasonably reflect the expenses not reimbursed by Superior. Local laws might prohibit or regulate the reimbursement of travel and lodging expenses. Therefore, Representatives should not agree to reimburse the travel and lodging expenses of Foreign Officials without the approval of Superior's CFO or CLO.

In all cases expenditures relating to gifts or entertainment for Foreign Officials must be properly and accurately recorded in Superior's books and records. In all cases any cheque request or business expense report should document: (i) the purpose of the payment; (ii) the identity of those receiving the benefit of the payment; (iii) and the amounts involved, and be properly and accurately recorded in Superior's books and records.

### **Agents - Due Diligence**

Prior to Superior retaining an Agent, Superior's legal counsel shall research and document in writing the reputation, background and past performance of the prospective Agent as appropriate in the following areas:

- (a) management information;
- (b) ownership information;
- (c) affiliations;
- (d) qualifications;
- (e) financial information;
- (f) reputation;
- (g) references;
- (h) local law; and
- (i) compensation.

The Representative who is proposing retention of the Agent shall confirm who introduced the Agent to Superior and provide an explanation of why the Agent was selected. The Representative and his or her supervisor shall certify that the Agent has been personally interviewed and that there is no reason to believe that the Agent has violated this Policy or will violate this Policy regarding future activities on behalf of Superior.

## **Contracts with Agents**

After having obtained approval of Superior's CLO, Superior shall only retain an Agent using a written agreement that contains the following provisions:

- (a) A precise definition of the scope of the Agent's duties, the territory in which the services will be performed, and the compensation of the Agent.
- (b) The Agent shall acknowledge that it, he or she understands the provisions of this Policy and agrees to comply with its terms and applicable laws.
- (c) The Agent shall acknowledge that the contents of the agreement may be disclosed by Superior to third parties including government agencies.
- (d) The Agent shall provide representations and warranties that neither it, nor any of its owners, directors, officers, principals or key employees are Foreign Officials and that it will promptly inform Superior of any changes in that regard.
- (e) Superior expressly states that its choice of Agent was made after considering factors that support a belief that the applicable law and this Policy would not be violated.
- (f) Assignment of the entire agreement or any rights, duties or obligations under the agreement by the Agent is prohibited without Superior's prior written consent.
- (g) Payment shall be by cheque made out in the Agent's name or by wire transfer to a bank account that is registered in the name of the Agent, and located in the country in which the Agent performed the services unless there is an acceptable explanation for other arrangements.
- (h) Travel, entertainment and other miscellaneous expenses shall not be incurred by the Agent without Superior's prior written approval, and all requests for reimbursement must be supported by documentation acceptable to Superior. Detailed records of all approved expenses shall be kept.
- (i) The agreement shall provide for automatic termination without compensation in the event an Agent has made, attempted to make, makes, attempts to make, or proposes to make, an Improper Payment.
- (j) The Agent shall make biannual certifications of its compliance with applicable law and this Policy and shall certify that none of the payments made to it, him or her by Superior or acquired from other sources have been used to make an Improper Payment.
- (k) Superior has the right to audit the Agent's compliance with the agreement, including the detailed expenses and invoices of the Agent.

**Managing Agents**

Superior will take measures reasonably within its power to ensure that:

- (a) any payment made to any Agent represents no more than the amount outlined in the written agreement with the Agent and is an appropriate remuneration for legitimate services rendered by such Agent;
- (b) no part of any such payment is passed on by the Agent as an Improper Payment or otherwise in contravention of applicable law or this Policy;
- (c) it maintains a record of the names and contract terms for all Agents who are retained by it in connection with transactions with Foreign Officials; and
- (d) the activities of the Agent are monitored to ensure that there is no breach of applicable law or this Policy.

**Training Officials**

In very limited circumstances Superior may provide training for Foreign Officials. Training should only be provided to Foreign Officials with the approval of the Superior's CFO or CLO.

**Accounting & Auditing**

The Canadian Act and U.S. Act prohibit knowingly falsifying a company's books and records or knowingly circumventing or failing to implement accounting controls which, in reasonable detail, accurately and fairly reflect its foreign and domestic transactions. The following procedures shall be followed in making and keeping Superior's book, records and accounts:

- (a) Superior shall make and keep books, records, and accounts that conform to the highest professional standards of accuracy and consistency and that, in reasonable detail, accurately and fairly reflect Superior's domestic and foreign transactions and the disposition of its assets;
- (b) all financial transactions must be properly and fairly recorded in Superior's books of account and must be made available for inspection by Superior's internal and external auditors;
- (c) neither Superior nor any of its Representatives or Agents shall do any of the following for the purpose of bribing a Foreign Official in order to obtain or retain an advantage in the course of business or for the purpose of hiding an Improper Payment:
  - (iv) establish or maintain accounts which do not appear in any of the books and records that they are required to keep in accordance with applicable accounting and auditing standards;





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- (v) make transactions that are not recorded in those books and records or that are inadequately identified in them;
  - (vi) record non-existent expenditures in those books and records;
  - (vii) enter liabilities with incorrect identification of their object in those books and records;
  - (viii) knowingly use false documents; or
  - (ix) intentionally destroy accounting books and records earlier than permitted by law; and
- (d) Superior shall devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that transactions are executed in accordance with management's general or specific authorization and that access to assets is permitted only in accordance with management's general or specific authorization.

The requirements set forth above are applicable to all joint ventures which Superior controls in fact or in which Superior's ownership interest is 50% or more.

If Representatives have any doubt regarding how to act according to these principles when they are involved in the making and keeping of Superior's books, records and accounts, they must consult Superior's CFO or CLO.

### **Compliance**

Representatives involved in international operations or dealings with Foreign Officials must have a basic knowledge of the Acts and with similar laws that apply to their activities and govern Superior's operations in other countries in which Superior does business. Superior requires comprehensive anti-corruption compliance training for all such Representatives, as well as the CFO and CLO.

If any Representative finds that adherence to Superior's policy would cause risk to life, safety, or health, or whenever a Representative becomes concerned that a payment might be viewed as improper, that fact must be reported to Superior's CLO, who will determine whether a payment is an Improper Payment and, if so, whether an exception may lawfully be authorized and appropriate in the circumstances.

Violation of the Canadian Act and U.S. Act can result in severe civil penalties for both the individual Representative and Superior, and individual criminal penalties including imprisonment which can potentially be up to 14 years under Canadian law. In addition, a violation may result in other legal and adverse consequences, including securities commission actions or investigations, suspension or debarment from government contracts, revocation or suspension of export license privileges, shareholder lawsuits, disgorgement, and long-term damage to Superior's reputation both in Canada and abroad. Violating any laws governing corruption of Foreign Officials and a violation of the Acts will result in discipline by Superior, up to and including termination of employment.

If a Representative has questions about these laws and regulations or wishes to make a report of

observed or suspected wrongdoing under this Policy, they must contact Superior's CLO. Retaliation by anyone as a consequence of a Representative making a good faith report of a possible violation of the law or this Policy is strictly prohibited and will result in disciplinary action, up to and including termination.

As stated above, conducting business with Foreign States is not the same as conducting business with private parties or Canadian federal, provincial or municipal governments. These transactions often are covered by special legal rules. A representative should consult Superior's CLO to be certain that it is aware of any such rules, and has approval of Superior's CFO or CLO before providing anything of value to a Foreign Official.

### **Related Policies**

This policy is one of a series of related policies addressing the business conduct of Representatives, including Superior's *Code of Business Conduct and Ethics*.

### **Communication and Enforcement**

All Representatives will be advised of this Policy and its enforcement. As part of the acknowledgement process pursuant to Superior's *Code of Business Conduct and Ethics*, each Representative will be asked to acknowledge that they understand, and are required to comply with, this Policy.

As noted above, a Representative who violates this Policy may face disciplinary action up to and including termination of employment in the case of an employee, and, in the case of an independent contractor, termination of such Representative's contract with Superior. Such disciplinary action is in addition to any other legal remedies that Superior may pursue against a Representative. In addition, a violation of this Policy may also violate applicable laws and result in personal consequences, including fines, incarceration and other penalties as noted above. If Superior discovers that a Representative has violated such laws, it may refer the matter to the appropriate authorities.

### **Policy Revision**

Superior will review and revise this Policy from time to time in light of changes in legal or regulatory obligations or best practices. Any revised version of this Policy will be posted, and each Representative is encouraged to refer back to it on a regular basis. Any changes to this Policy must be approved by the Board and will be effective from the time they are posted.