



## **SV 5.0 Clean Harbors Vendor Code of Business Conduct and Ethics**

### **1. Purpose**

This Code is intended to govern the conduct of Clean Harbors, Inc. and all its subsidiaries' Vendors when doing business with or on behalf of Clean Harbors, Inc. Corporate integrity, responsible product sourcing, the safety and wellbeing of workers across the global supply chain, and other sustainable practices are of paramount importance to Clean Harbors. These principles are reflected in this Vendor Code of Conduct ("Code of Conduct"), which establishes the minimum standards that must be met by any Vendor that sells goods to or does business with Clean Harbors, regarding:

- Vendor's treatment of workers;
- Workplace safety;
- Impact of Vendor's activities on the environment; and
- Vendor's ethical business practices.

For the purpose of this Code, reference to the "Company" shall mean Clean Harbors, Inc. and/or any of its subsidiaries. "Vendors" shall mean any entity that may provide goods and/or services or engage in business affairs for any other commercial purpose, and receive payments, for any aspect of the Company's business including, but not limited to, the Company's provision of environmental, energy or industrial services to Customers throughout North America in chemical, energy, manufacturing and other markets; excluded from this definition of "Vendors" are transactions involving land purchases or leases, governmental agencies, utilities, financial institutions, and charitable organizations. "Code" means this Code of Business Conduct and Ethics for Vendors, as amended from time to time.

Without limiting a Vendor's obligations hereunder, a Vendor shall comply with the Standards in:

- all of its facilities; and
- all of its operations, including manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting a Vendor's obligations hereunder, a Vendor is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective Facilities ("Partner(s)"). A Vendor shall disclose to Clean Harbors the names and contact information of its Partners at least 30 days before Clean Harbors' first purchase order. A Vendor shall notify Clean Harbors of the names and contact information of any new or former Partners within 30 days of adding, changing, or eliminating any Partners.



## General Policies & Procedures

Version 2, 4-30-2020

### 2. Code Statement

The Company is committed to ensuring that all working conditions in its business operations are safe, that workers are treated with respect and dignity, and that all work activities are performed in a sustainable, environmentally responsible manner and in accordance with the Company's environmental, health, safety and social responsibility compliance standards. By upholding its core values, the Company earns the trust of its stakeholders and creates shared value.

Vendors are expected, in all their activities, to maintain high ethical standards, act with integrity, trust, respect, honesty and teamwork and to operate in full compliance with applicable laws, rules and regulations of the countries in which they operate. This Code goes further, drawing upon internationally recognized standards in order to advance social and environmental responsibility.

While this Code deals with major areas of concern, it cannot cover every situation which may arise. Vendors are expected to exercise their own best judgment and discretion within the parameters of this Code, keeping in mind the high standards to which the Company is committed.

### 3. Workplace Standards and Practices and Compliance with the Law

Vendors of products or services produced in or provided from the United States shall comply with all applicable federal, state, and/or local laws and regulations in every jurisdiction in which the Vendor conducts business with, or on behalf of, the Company. Vendors of products or services produced or provided from outside the United States shall comply with applicable laws and regulations of the applicable countries. However, regardless of relevant laws and regulations, Vendors must uphold the human rights of all workers by treating them with dignity and respect. Local laws may in some instances be less restrictive than the guidelines set forth in this Code. Vendors are expected to comply with this Code, even if the conduct would otherwise be legal under applicable local laws. If local laws are more restrictive than this Code, Vendors are expected to, at a minimum, comply with applicable local laws.

Vendors retained by the Company and their agents and permitted subcontractors, are fully responsible for the quality, performance, behavior, supervision and protection of their personnel. The Company retains the right in its absolute discretion to require the removal of any personnel or a contractor or subcontractor from a job site in appropriate circumstances, for example: (a) if there is reasonable cause to believe a person is under the influence of alcohol, illegal or unauthorized drugs or other substances that adversely affect that person's work or create a safety risk; (b) commission of an illegal act; (c) threatening or harassing the public or a Company employee, or otherwise engaging in abusive or disruptive conduct; (d) violation of a Company Code; or (e) performing an unsafe act.



## General Policies & Procedures

Version 2, 4-30-2020

### **A. Slavery and Human Trafficking**

All labor must be voluntary. A Vendor shall not support or engage in slavery or human trafficking in any part of its supply chain. Without limiting a Vendor's obligations hereunder, a Vendor shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by children;
- bonded labor;
- indentured labor; and
- prison labor.

### **B. Compliance and Documentation**

A Vendor shall implement and maintain a reliable system to verify the eligibility of all workers, including age eligibility and legal status of foreign workers. A vendor shall implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

### **C. Non-Discrimination**

Vendors are expected to judge their employees and subcontractors based upon their ability to do their jobs and not upon their physical and/or personal characteristics or beliefs, affirming the principle of no unlawful discrimination based on color, religion, national origin, sex, age, disability, veteran status, pregnancy, sexual orientation, gender identity or expression, or any other reason prohibited by applicable law.

### **D. No Harassment**

Vendors shall treat every employee with respect and dignity and shall not subject any employee to physical, sexual, psychological or verbal harassment or abuse.

### **E. Wages and Benefits**

A Vendor must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- The minimum wage and benefits established by applicable law;
- Collective agreements;
- Industry standards; and
- An amount sufficient to cover basic living requirements.



## General Policies & Procedures

Version 2, 4-30-2020

A Vendor shall make wage payments at least monthly and provide benefits on a timely basis. A Vendor's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

### Documentation

A Vendor shall:

- Provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- Ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- Maintain proper documentation of wage payments for their internal records.

### Deductions

A Vendor shall not make any deductions from wages, except those allowable by law (for example: income tax withholding).

### Identification Papers

Without limiting a Vendor's obligations hereunder, a Vendor shall not require any worker to surrender control over:

- Original Identification papers or documents giving a foreign worker the right to work in the country;
- Original Identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- Original documents, such as a birth certificate, evidencing the worker's age.

### Financial Obligations

Without limiting a Vendor's obligations hereunder, a Vendor shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- Pay recruitment or other fees or other amounts (monetary or in-kind);
- Incur debt.
- Make financial guarantees; or
- Incur any other financial obligation.

### Freedom to Terminate Employment

Without limiting a Vendor's obligations hereunder, a Vendor shall allow workers to terminate their employment or work arrangement:

- Without restriction; and
- Without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.



## General Policies & Procedures

Version 2, 4-30-2020

### **Freedom of Movement**

Without limiting a Vendor's obligations hereunder, a Vendor shall ensure that workers have the right to freedom of movement without:

- Delay or hindrance
- The threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.
- Worker freedom of movement rights include each worker's right to leave the Facilities without retaliation:
  - At the end of each workday;
  - Based on reasonable health and safety-related justifications; and
  - Based on any reasonable circumstances, such as personal or family emergencies.

### **Freedom of Association and Collective Bargaining**

A Vendor shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Without limiting a Vendor's obligations set out above, a Vendor shall not:

- Take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- Discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- Discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- Discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.

## **4. Health, Safety and Environmental Practices**

Safety is always the Company's first consideration. A Vendor shall implement general procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries.

General and industry-specific procedures and safeguards include those relating to:

- Health and safety inspections;
- Equipment maintenance;
- Maintenance of Facilities;
- Worker training covering the hazards typically encountered in their scope of work;
- Fire prevention; and
- Documentation and recordkeeping.



## General Policies & Procedures

Version 2, 4-30-2020

A Vendor shall provide a safe, healthy, and sanitary working environment. Vendors must apply safe work practices (including regulatory and contract specific requirements) and hold high regard for the quality of the environment in its conduct of all activities and exercise good judgment in work decisions. Vendors performing work on Clean Harbors or Clean Harbors' customers' property must encourage health, safety and environmental consideration in every aspect of their work processes and in the attitude and behavior of all their employees.

A Vendor shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

For a safe, healthy, and sanitary working environment, all Vendor facilities should:

- Ensure that all Facilities meet all applicable building codes and industry design and construction standards;
- Obtain and maintain all construction approvals required by law;
- Obtain and maintain all zoning and use permits required by law;
- Without limiting a Vendor's obligations hereunder, a Vendor should ensure that all Facilities have:
  - An adequate evacuation plan;
  - Adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and [fire-rated enclosed] stairwells;
  - A sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened [with a push bar with minimal force and] from the occupied side and swing in the direction of emergency travel;
  - Visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
  - Adequate ventilation and air circulation;
  - Adequate lighting;
  - Adequate first aid kits and stations;
  - Adequate fire safety, prevention, alarm, and suppression systems;
  - Adequate access to potable water; and
  - Adequate access to private toilet facilities.
  - Posted safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If a Vendor provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the standards set out in the Health and Safety section of this Code of Conduct. Without limiting a Vendor's obligations hereunder, a Vendor shall obtain and maintain all food preparation permits and health certificates required by law.





## General Policies & Procedures

Version 2, 4-30-2020

Adverse effects on the community, environment, and natural resources are to be minimized while safeguarding the health and safety of the public. Vendors are required to complete all requisite health and safety training, or the equivalent thereof, upon entry and prior to any visit or conducting any business on any Clean Harbors or Clean Harbors' customer site. Vendors must comply with all applicable health, safety and environmental laws and regulations when conducting business with the Company. By way of example and not limitation, Vendors performing work on our property or on our behalf must:

- Obtain and keep current all required environmental permits and registrations.
- Implement and/or pursue initiatives that contribute to the preservation of the environment and mitigation of their impact on natural resources.
- Avoid the use of hazardous substances; In the event no alternative is available, Vendors shall ensure their safe handling and disposal.
- Promote the development of environment friendly technologies (e.g. controlling pollutant, CO2 emissions, etc.) as well as energy saving and recycling solutions, and implement logistics strategies that minimize environmental impacts (notably with respect to storage and transportation).
- Integrate eco-design principles into the development of their products and services in order to eliminate or mitigate negative environmental, health and safety impacts from their products during their total life cycle, while maintaining and/or improving the quality of usage of their products.
- Vendors that produce/supply goods containing tin, tantalum, tungsten or gold (3TG) commit to supporting a responsible supply chain in reference to the OECD Due-Diligence Guidance for Responsible Supply Chain of Minerals from Conflict-Affected and High-Risk Areas.
- Reduce, control and/or eliminate wastewater, waste and pollution at the source.
- Reduce, control and/or eliminate air emissions of volatile chemicals, corrosives, particulates, aerosols and combustion products.
- Conform to applicable labeling and warning requirements.
- Timely report unsafe working conditions, incidents, and near misses.
- Recycle as appropriate.
- Identify, manage, store, move and handle hazardous substances in accordance with law.
- Provide trained, qualified personnel and provide evidence of such.
- Provide all necessary Personal Protective Equipment as needed to safely conduct work activities.

### 5. No Alcohol or Drug Use

All Vendors are required to strictly comply with all Company Drug and Alcohol Policies. Vendors must not report to work or engage in any work for or on behalf of the Company, or in any fashion represent, or make any representations on behalf of the Company, while under the influence of illegal or unauthorized drugs or alcohol. In addition, Vendors may not possess illegal drugs or controlled substances while on the Company's premises or



## General Policies & Procedures

Version 2, 4-30-2020

while conducting business with or for the Company. This prohibition does not include legally obtained medications used as directed by a licensed medical practitioner that do not create a safety risk (e.g., impairment while operating machinery.)

### 6. **Business Ethics**

Vendors must be committed to the highest standards of ethical conduct when dealing with workers, Vendors, government and regulatory authorities and the Company. All forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, extortion, embezzlement or bribery, are strictly prohibited and may result in termination of any or all agreements with the Company and possible legal action. Records prepared for the Company, including records of work time and expenses, shall be accurate, truthful and complete, and shall meet applicable standards and requirements. Most countries around the world have laws that prohibit making payments or giving anything of value to improperly influence government officials. All Vendors are expected to comply with all applicable anticorruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, which prohibits offering, promising, paying or providing, or authorizing the payment or providing of anything of value, directly or indirectly, to a foreign government official to improperly influence the recipient to misuse his or her official position for the purpose of obtaining or retaining business for or with, or directing business to, any person, or obtaining any improper business advantage.

Each Vendor should endeavor to deal fairly with the Company and its employees, directors, officers and external advisers. None should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice and uphold fair business standards in advertising, sales and competition. Employees, subcontractors, agents or affiliates of Vendors must act in a fair impartial manner and should avoid both real and perceived conflicts of interest in the business they conduct with or on behalf of the Company.

Vendors must disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable law and prevailing industry practices.

### 7. **Gratuities**

Gifts, entertainment, travel, per diem reimbursements, or any other form of gratuity may not be given or received by a Vendor as a reward, encouragement or improper influence for preferential treatment. Any Vendor that wishes to give or receive modest gifts and entertainment, to or from the Company or any of its employees, is subject to pre-approval.

### 8. **Proper Use of Company Assets and Information**





## General Policies & Procedures

Version 2, 4-30-2020

Vendors shall protect and conserve any resources made available by the Company and shall use them only for purposes authorized by the Company. Company resources include tangible items, such as vehicles, equipment, facilities, consumables and computer and communication systems, as well as intangible items, such as the Company's good name and reputation, employee productivity and sensitive information.

Vendors shall respect and not infringe the intellectual property ownership rights of the Company and others, including, but not limited to, proprietary information, copyrights, patents, trademarks and trade secrets.

Vendors acknowledge that Company information is a valuable asset. Vendors shall protect the Company's confidential information and shall not divulge, dispose of inappropriately, or copy any Company information that a reasonable business person would consider sensitive or which is designated as sensitive, proprietary or confidential, whether delivered or granted access to in oral, written, electronic or visual form and whether or not marked as "confidential." Such information includes, but is not limited to, strategic, personal, financial or unpatented technology information. Vendors shall not use or allow the use of such information for securities transactions or any improper benefit or gain. It may be appropriate in some cases for the Company and Vendors to agree to additional specific nondisclosure provisions. Vendors shall not purport to make any announcements or release any information on behalf of any member of the public, press, official body, business entity or other person, or claim or imply any endorsement by the Company or the Company's employees, without the express prior written consent of the Company.

Except as required by any applicable law, or otherwise permitted by prior written consent signed by an authorized person of the Company, Vendors are not permitted to use the Company's name, logo or trademarks or to make any public announcements or disclosures in relation to the subject matter of their contract or their dealings with any personnel of the Company.

Vendors acknowledge that the Company is a public company, subject to federal and state laws prohibiting the buying, selling or making other transfers of securities by any person who possesses, or has access to, material non-public information concerning the Company. Any Vendor who knows or has access to material non-public information regarding the Company shall not buy, sell, or transact in securities issued by the Company. Vendors shall ensure that all of Vendor's employees, subcontractors, agents and any other third party that may know or gain access to any material non-public information concerning the Company, are made aware of the trade restriction and further ensure that no improper transactions are executed by the same. Without regard to any penalties imposed by others, including but not limited to, the Securities and Exchange Commission and the New York Stock Exchange, willful violation of this Code



## General Policies & Procedures

Version 2, 4-30-2020

constitutes grounds for immediate termination of any business relationship with the Vendor and any affiliated agreement.

### 9. Accuracy of Business Records

Vendors shall make and keep books and records that accurately and fairly reflect a Vendor's transactions and dispositions with the Company, and to devise and maintain an adequate system of internal accounting controls. Vendors must comply with all record keeping and retention best practices and laws, including the Foreign Corrupt Practices Act. Vendors must record and report facts accurately, honestly and objectively. Vendors shall not hide, fail to record, or make false entries. All financial books and records must conform to generally accepted accounting principles.

### 10. Subcontractors

Vendors must not use subcontractors in the performance of work for the Company without prior approval from the Company, and only after the subcontractor has agreed to comply with this Code. Vendors must ensure that any subcontractor used has ethical and business practices that are similar to the Company's standards and practices.

### 11. Audits and Inspections

Verification of compliance is subject to audits by the Company or a third party designated by or otherwise acceptable to the Company. These audits of Vendors will be conducted periodically (generally every three years), based on risk criteria and may include verification of conformance with the various sections of this Code, including, but not limited to:

- Evaluation of business ethics, records and subcontractor approvals.
- Evaluation of product sourcing, quality, and workplace health and safety.
- Evaluation of Vendor performance in the area of human rights (including human trafficking and slavery).
- Evaluation of Vendor supply chain with a focus on environmental management.

Failure of a Vendor to comply, or failure to work with the Company or a third party engaged by the Company, to correct non-complying situations is grounds for cancellation of open orders, discontinued services or termination of the business relationship.

### 12. Penalties for Non-Compliance

The Company reserves the right to terminate its business relationship with any Vendor who violates this Code or if any of Vendor's employees, agents or subcontractors violate this Code. The Company reserves the right to terminate its business relationship with Vendors who fail to provide written confirmation to the Company, upon request by the Company, that they have a program in place to monitor their Vendors and subcontractors for compliance with this Code. The Company reserves the right to require Vendors to confirm compliance with this Code annually.



## General Policies & Procedures

Version 2, 4-30-2020

### **13. Relationship between the Company and Vendor**

This Code does not confer, nor shall it be interpreted, construed or deemed to confer, any rights on the part of third-parties, including any third-party beneficiary rights. For example, no employees of any Vendor shall have any rights against the Company by virtue of this Code, nor shall such employees have any rights to cause the Company to enforce any provisions of this Code, the decision with respect to any such actions being reserved by the Company in its sole discretion.

### **14. Conclusion**

We thank you for your compliance with this important Code and look forward to a mutually beneficial relationship with all our Vendors based on the highest levels of ethical behavior.