

# iA Financial Group supplier code of conduct

The *iA Financial Group Supplier Code of Conduct* (the “Code”) sets forth the principles and expectations of Industrial Alliance Insurance and Financial Services Inc. and its affiliates (designated collectively as the “Company”) as to how suppliers of goods and services, their representatives and employees are to conduct business and deal with the Company.

Suppliers that wish to establish a business relationship with the Company must agree to respect the principles and standards applicable to the Code and must ensure that they act ethically, honestly and with integrity with respect to this relationship. Suppliers must ensure that their obligations under this Code are met by their employees and subcontractors.

## Legislative, regulatory and guideline compliance

In their activities, suppliers must ensure they understand and conduct business in compliance with the applicable laws, rules and regulations of the jurisdictions in which they operate.

## Ethics and governance

The Company considers it essential that its business relationships be founded on transparency and integrity. The Company asks its suppliers to act ethically in the conduct of their business. Suppliers must therefore act honestly and with integrity at all times and must not knowingly facilitate dishonest, illegal or inappropriate activities.

All suppliers must apply ethics standards while taking into account the business culture and practices in their and the Company’s places of business, including Canada and the United States.

### Confidential information

In their business relationship with the Company, suppliers must keep any information pertaining to the activities of the Company, its clients, its employees, its investors and its affiliates strictly confidential during the course of a contract and thereafter. Suppliers may use the information obtained in the context of their business relationship with the Company only for the purposes for which it was provided.

Suppliers must store this information as agreed with the Company and have appropriate information security policies, procedures and technical means in place to secure this information. Suppliers must notify the Company promptly of actual or suspected privacy breaches, security breaches, or losses of such information.

Suppliers must have appropriate policies and procedures in place to prevent any securities transaction that would be illegal due to knowledge of confidential inside information about the Company.

### Conflicts of interest

A conflict of interest means any situation in which the interests of the supplier may conflict, or be perceived to conflict, with those of the Company.

Any conflict of interest or situation likely to create a conflict of interest that has an impact on the impartiality of the Company’s employees in the business relationship must be declared to the Company.

### Collusion and corruption

Any arrangement that may prevent a normal business relationship between the Company and its suppliers, including all forms of corruption, extortion, bid rigging, influence peddling, use of confidential information, mismanagement and falsification, must be avoided.

### Gifts and hospitality

Suppliers must not offer to the Company or its employees, either directly or indirectly, gifts, favours, or cash for the purpose of influencing a transaction or business decision.

### Anti-money laundering

Suppliers must not be involved in money laundering activities. Under no circumstances are they authorized to carry out activities that run counter to anti-money laundering, such as accepting, concealing or transferring funds from criminal activities. This includes the prohibition of activities related to terrorist financing.

### Outsourcing and subcontracting

Suppliers must obtain the prior written consent of the Company to subcontract services or outsource activities that directly impact the delivery of goods and services to the Company.

In addition, suppliers must monitor outsourcing and subcontracting arrangements to ensure they comply with the suppliers’ contractual obligations and with this Code, and provide evidence of such monitoring upon request. Suppliers are responsible for any subcontracted service or outsourced activity irrespective of Company approval thereof.

## **Taxation**

Suppliers must comply with any applicable obligations and must not participate in any way in tax evasion in any jurisdiction.

## **Diversity and inclusion**

Suppliers must promote diversity and inclusion in their operations.

## **Occupational health and safety**

### **Human rights and labour law**

Without limiting the obligation of suppliers to respect labour and human rights in accordance with applicable laws and regulations, the Company expects its suppliers to respect the *Universal Declaration of Human Rights*, the *International Covenant on Civil and Political Rights* and the *International Covenant on Economic, Social and Cultural Rights*, as well as the *International Labour Organization Declaration on Fundamental Principles and Rights at Work*.

### **Working conditions**

Suppliers must take all reasonable precautions to ensure a safe and healthy working environment for their employees, while providing protection against harassment, abuse, discrimination and violence in the workplace. Without limiting the generality of the foregoing, they must comply with applicable wage laws, labour laws, regulations governing employee compensation and hours of work, and health and safety guidelines.

Suppliers are not authorized to engage in the practice of forced labour, which is any work or service required of an individual under the threat of any penalty. In addition, the Company will not tolerate any form of child labour, regardless of where it takes place.

### **Freedom of association and collective bargaining**

Suppliers must respect freedom of association, organization and collective bargaining, as provided for under the *International Labour Organization Declaration on Fundamental Principles and Rights at Work* and applicable laws and regulations.

## **Environment**

The Company considers it essential that its suppliers be aware of environmental protection and sustainable development in the course of their business operations. It is the responsibility of each supplier to reduce its environmental footprint to a minimum by implementing best environmental practices and improving upon them through appropriate policies and procedures, without limiting the obligation of suppliers to comply with applicable environmental laws and regulations.

## **Commitment**

### **Contractual value**

This Code is an integral part of all contractual documents and shall guide business relationships.

### **Compliance**

The Company expects its suppliers to comply with the Code and to periodically review their programs to ensure the compliance of their activities in all areas under this Code.

The Company may require a supplier to periodically confirm in writing that it meets the requirements of this Code. The Company must also be able to monitor and audit a supplier's control environment.

In the event of non-compliance, the Company expects its suppliers to initiate corrective action within a reasonable period by using a continuous improvement approach, but without limiting other remedies provided in the contract between the parties.

### **Sanction**

Any failure to comply with this Code may result in the termination of the business relationship as well as any other remedies provided in the contract between the parties.

### **Reporting**

In the context of their business relationship with the Company and its employees, suppliers are invited to report any behaviour that appears suspicious, illegal, fraudulent or unethical, any misconduct and any other violation of this Code via one of the following confidential means:

Telephone: 1-855-888-4670

Website: [clearviewconnects.com](https://clearviewconnects.com)

## **Conclusion**

This Code does not cover all situations suppliers may face in their business relationship with the Company and does not exempt them from respecting the spirit of the Code and the Company's values, which are set out at:

Website: [ia.ca/about-us](https://ia.ca/about-us)

# Declaration

Full name of representative: \_\_\_\_\_

Position: \_\_\_\_\_

Supplier name: \_\_\_\_\_

As a supplier to iA Financial Group, you acknowledge that you have read the *iA Financial Group Supplier Code of Conduct* and agree to abide by its terms.

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

**INVESTED IN YOU.**

iA Financial Group is a business name and trademark of  
**Industrial Alliance Insurance and Financial Services Inc.**

**ia.ca**