

# **SUPPLIER CODE OF CONDUCT**

**The Great-West Life Assurance Company  
London Life Insurance Company  
The Canada Life Assurance Company**

August 2016

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In this Supplier Code of Conduct (“Code”), the term “Company” refers to The Great-West Life Assurance Company (“Great-West”), London Life Insurance Company (“London Life”), The Canada Life Assurance Company (“Canada Life”) and all of their respective subsidiaries in every location. The term “Supplier”, “you”, or “your” refers to the Company’s suppliers, vendors, service providers, and their employees and contractors, who provide products or services to the Company.

### **1. PURPOSE AND SCOPE**

This Code sets out standards of business conduct you must follow in providing services or products to the Company. This Code applies to your conduct, your interaction with the Company, its employees, clients, vendors, suppliers, and business partners, and your access to the Company’s facilities and property. You are responsible to notify all subcontractors and individuals providing services through you of their obligations under this Code and to ensure that all such parties comply with its terms. Your breach of this Code may result in termination of your contract and may subject you to civil or criminal sanctions.

This Code may be updated or amended from time to time. It is your responsibility to review this Code and any amendments periodically to ensure you are in compliance with it. To the extent there are any ambiguities or conflicts between the terms of any agreement entered into between you and the Company and the terms of this Code, the conflicting provisions of the agreement will prevail.

### **2. COMPLIANCE WITH LAWS**

You are expected to act honestly and with integrity and to comply with the provisions of the applicable laws and regulations of the jurisdictions in which you operate.

### **3. FAIR BUSINESS DEALINGS**

#### **CONFLICTS OF INTEREST**

You shall exercise due care and diligence to avoid situations where your interests may conflict, or be perceived to conflict, with the interests of the Company. You must immediately report to the Company any instance of actual or perceived conflict of interest. If a conflict of interest exists, you must not attempt to gain advantage or preferential treatment as a result of the conflict situation.

#### **GIFTS AND ENTERTAINMENT**

You must not offer or receive gifts, entertainment or anything of value to gain an improper advantage or preferential treatment vis-à-vis, or on behalf of, the Company. Gifts, entertainment and any advantages either given or received in connection with our business must not influence an upcoming decision, must be for a valid business purpose and appropriate to the circumstances under which they are offered, including being legal, unsolicited, considered an accepted business practice and reasonable and modest in terms of value, frequency and quantity.

#### **ANTI-CORRUPTION AND ANTI-BRIBERY**

You must not engage in bribery, corruption, extortion, or otherwise inappropriately influence or attempt to influence public officials or others in order to obtain a business advantage or preferential treatment. You must comply with all applicable legislation pertaining to anti-corruption and anti-bribery, and must not directly or indirectly engage in any activities that would violate anti-bribery laws.

## FRAUD PREVENTION

You must not engage in any fraudulent or dishonest business activities, including, but not limited to: theft, embezzlement or misappropriation of the Company's funds or property; forgery or alteration of any document; falsification, misuse or unauthorized removal of records; false representation or concealment of information that is designed to result in you, or the Company, obtaining a benefit to the detriment of others.

## ANTI-MONEY LAUNDERING

You must not directly or indirectly engage in any money laundering activities, or conduct that violates anti-money laundering laws by accepting, transferring, converting or concealing money obtained from criminal activities or related to terrorist financing.

## ANTI-TRUST AND COMPETITION

You shall conduct business on the Company's behalf in full compliance with anti-trust and fair competition laws and regulations applicable in the jurisdictions in which they operate.

# 4. PROTECTION AND USE OF CORPORATE ASSETS AND INFORMATION

## PRIVACY AND INFORMATION SECURITY

You must protect the confidentiality, privacy and security of the Company's information in accordance with applicable privacy legislation and with the relevant contractual agreements. The Company's information, including any employee information, any information created by you on the Company's behalf, any personal information (which means any information relating to an identified or identifiable individual, and includes any additional meaning ascribed to it by the *Personal Information Protection and Electronic Documents Act (Canada)* or other applicable law), including personal information of the Company's employees, clients, business partners, policyholders, and other individuals that may be obtained by you in connection with your services to the Company, shall all be considered the Company's confidential information. All confidential information is subject to the obligations set out in this section and in any agreement in place between you and the Company.

You must not disclose confidential information to any person outside of the Company, except as required by law or with prior written authorization from the Company. You must have appropriate policies and procedures in place to ensure that you comply with these requirements, and you must report promptly to the Company any actual or suspected disclosure or loss of any confidential information.

## INSIDER TRADING

You shall have in place policies and procedures to prevent the use of confidential information, including restrictions on trading in the Company's securities and possibly that of its affiliates while in possession of confidential information, or on otherwise communicating the information to others. You are expected to abide by the applicable securities legislation in that regard.

## CORPORATE PROPERTY

You must use corporate property (as defined below) responsibly and solely for authorized business purposes and must ensure that corporate property is returned to the Company upon termination of a contract as appropriate or upon request. Suppliers who are using the Company's hardware, software, website, e-mail, telecommunications, internet access or other systems that support and host the network of the Company are expected to abide by the Company's guidelines with respect to the proper use of those facilities.

Corporate property includes the Company's equipment, supplies, records, documents, and other assets. Corporate property also includes the Company's intellectual property (which includes the Company's brands, logos, slogans, domain names, business names, and other identifying features used to identify the Company and its products or services; software, scripts, interfaces, documentation, advertising and marketing materials, content (such as website content) and databases; trade secrets, ideas, inventions, systems and business processes; and confidential information). Intellectual property created while carrying out the duties of your engagement with the Company, or using any resources of the Company, is owned by the Company unless otherwise specified in any written agreement between you the Company.

#### BUSINESS CONTINUITY

You shall have in place procedures, including but not limited to disaster recovery procedures, adapted to your particular circumstances, to maintain your business continuity in accordance with applicable laws, industry standards and contractual requirements.

#### EXTERNAL COMMUNICATIONS

Your personal communications should not identify the Company or your engagement to provide products or services to the Company. Do not use the Company letterhead, envelopes, fax cover sheets, or other communication materials containing the Company's name, logo or trademark for your personal communications unless you have prior written permission to do so from the Company. In particular, in any personal communication with politicians, public officials, industry or professional associations, the media or the general public, you should not lead people to believe that you are expressing the views of the Company.

You shall not comment or provide information relating to the Company's businesses with respect to any products and/or services you provide in public forums (including internet chat rooms, bulletin boards, blogs, social and business networking sites) unless you have prior written permission to do so by the Company. You must not make any statements on behalf of the Company.

#### ALCOHOL AND DRUGS

You shall not assign any personnel to provide services to the Company who are impaired by drug or alcohol use. The use or possession of illegal drugs on the Company's property is prohibited at all times. Alcohol use is prohibited on the Company's property except under special circumstances specifically authorized by the Company, such as when alcohol is served at Company-sponsored events.

### **5. LABOUR AND HUMAN RIGHTS**

#### EMPLOYMENT PRACTICES AND WORKING CONDITIONS

You shall adopt employment practices that comply with applicable employment and labour laws and regulations as well as with internationally proclaimed human rights which include the Universal Declaration of Human Rights and the International Labour Organization (ILO) conventions. This includes but is not limited to requirements regarding minimum wage, working hours, overtime, days of rest, compensation, and freedom of association.

You shall adopt employment practices that prohibit the use of forced labour, which includes work or service exacted under the threat of penalty (including imprisonment), or for which the person performing the work or service has not offered himself or herself voluntarily.

## RESPECT, DISCRIMINATION AND HARASSMENT

You are expected to treat all your employees fairly, ethically, respectfully and with dignity, including respect for differences such as gender, race, colour, age, disability, sexual orientation, ethnic origin and religion. You shall protect your employees from harassment in the workplace including sexual, physical and psychological abuse.

## HEALTH AND SAFETY

You are expected to provide a safe and healthy working environment, in accordance with all applicable laws and regulations. You must take appropriate action to prevent occupational illnesses and work-related accidents.

## 6. ENVIRONMENT

You are expected to comply with applicable environmental laws and conduct your activities in an environmentally responsible manner.

## 7. COMPLIANCE WITH THE CODE

### CERTIFICATION

Appropriate and reasonable due diligence should be conducted by you to ensure compliance with this Code. By acceptance of the minimum standards set out in the Code, you commit that all existing and future business relationships with the Company will be subject to the provisions herein.

### REPORTING ILLEGAL OR UNETHICAL BEHAVIOUR

You are expected to provide your employees with mechanisms to report violations or potential violations of this Code or any law, rule or regulation, without fear of reprisal. Any violation or potential violation relating to work performed for, or on behalf of, the Company must be reported to the Code Officer identified in Appendix A.

### CONTACT INFORMATION

Any questions regarding the Code and its application or interpretation should be directed to the Code Officer identified in Appendix A.

## 8. MONITORING AND ENFORCEMENT

The Company reserves the right to assess and monitor your practices with respect to this Code, including by self-assessment questionnaires. You must be able to demonstrate compliance with the Code upon request.

In the case of a violation or potential violation to the Code, you shall take all reasonable measures to meet the requirements set out in the Code in a diligent manner. Failure to comply with the Code may result in the termination of the business relationship.

You must promptly report any known or suspected breach of this Code to the Company. This applies whether the breach, suspected breach or activity involves you, the Company, or another company or individual with whom the Company does business. Appendix A provides further information for reporting any such violation. The Company takes all breaches and suspected breaches seriously and requires that they be investigated and responded to on a timely basis. You must cooperate fully with all such investigations.

## Appendix A

### Supplier Code of Conduct Reporting & Disclosure Instructions

Any violations of the Code and any disclosures required under the Code may be reported by (i) completing the Report Form attached as Appendix A-1 and sending it by mail to the Code Officer; or (ii) contacting the Code Officer by email or by telephone:

Code Officer:  
**Chief Financial Officer, Canada**  
The Great-West Life Assurance Company  
100 Osborne Street North  
Winnipeg MB R3C 3A5  
Email: SupplierConduct@gwl.ca  
Telephone: 204-946-1190

Reports submitted on a confidential basis should be submitted using a sealed envelope marked with the following legend, modified to show the appropriate recipient: **CONFIDENTIAL – TO BE OPENED ONLY BY THE CHIEF FINANCIAL OFFICER, CANADA**

A request for confidential treatment means that the name of the person submitting the report will be revealed only (i) to the Code Officer receiving the report; (ii) to such other persons as the Code Officer reasonably determines advisable in order to carry out an adequate evaluation or investigation of the matters described in the report; or (iii) as may be required by law, applicable regulatory authorities or a court of competent jurisdiction.

**Appendix A-1**

**Report Form for Supplier Code of Conduct Reporting & Disclosure**

This form is to be used to report violations or make disclosures as required under the Company's Supplier Code of Conduct.

**Part I**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Part II**

I am an employee of the following Supplier: \_\_\_\_\_

Would you like to discuss this matter with the Code Officer? Yes  No

**Part III**

Department(s) and/or individual(s) involved in this matter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe all relevant facts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe how you became aware of this matter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe any steps taken to remedy the matter of which you are aware:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_