

IA FINANCIAL GROUP SUPPLIER CODE OF CONDUCT





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1. INTRODUCTION

Purpose of the Code

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.



2. 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 personal or business interests of the supplier may conflict, or be perceived to conflict, with those of the Company.

Suppliers must avoid any situation of conflict of interest, whether real, apparent or potential. As such, their interests must not be likely to influence their professional judgment, giving them an unfair advantage or harming their ability to objectively exercise their functions within the Company. They must also not risk having a negative impact on the reputation of the Company.

Any conflict of interest or situation likely to create a conflict of interest 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.



2. ETHICS AND GOVERNANCE (Continued)

Anti-corruption and money laundering

Suppliers must not be involved in corruption or money laundering activities. Under no circumstances are they authorized to carry out activities that run counter to anti-corruption, fraud, illicit transactions or 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. Suppliers must not engage in discriminatory practices in hiring and pre-employment processes (job offers, application forms, interviews).



3. 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 United Nations' *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, minimum age of employment and hours of work, and health and safety guidelines.

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.

Fighting against child labour, forced labour and modern slavery

The Company does not practice, support nor tolerate the use of child labour, forced labour or any other form of modern slavery at any level of its supply chain, regardless of where it takes place. For the purposes of this Code, the concepts of forced labour and child labour are defined in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*. The Company expects its suppliers to comply with this Act and all other laws and regulations in force concerning child labour, forced labour or modern slavery.

Suppliers are not permitted to engage in the practice of child labour, forced labour or any other form of modern slavery, and must have a zero-tolerance policy in this regard for all their establishments, business activities and supply chains. Suppliers must confirm and demonstrate that their supply chains are free from child labour, forced labour or any other form of modern slavery, and may be asked by the Company to report on this on a regular basis. In addition, suppliers must be able to provide evidence of the policies and due diligence processes in place to prevent and mitigate the risk of the use of child labour, forced labour or any other form of modern slavery in their supply chains, as well as the measures taken to address the loss of income for the most vulnerable families resulting from the prohibition of the use of child labour, forced labour or any other form of modern slavery.



4. ENVIRONMENT



The Company considers it essential that its suppliers be aware of environmental protection and sustainability 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.

5. CLIENT RELATIONS

The Company attributes great importance to the needs of its clients. It expects suppliers to treat clients fairly, and to ensure that they always put clients' interests first. It also expects them to respond to clients requests respectfully and diligently.



6. 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 may also request information and verify supplier compliance with the Code by means of an audit at any time, upon written notice. In addition, the Company must also be able to monitor and audit a supplier's control environment.

In the event of non-compliance, suppliers are required to notify the Company immediately and 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, in good faith and without fear of reprisal, any questionable behaviour that appears illegal, fraudulent or unethical, or any violation of this Code. Such reports may be made confidentially and anonymously via one of the following means:

Phone: 1-855-888-4670

Website: clearviewconnects.com

The disclosure of a known or possible violation of the Code will not be considered by the Company as an "unfair" act. No retaliatory action will be tolerated against a supplier for disclosing, in good faith, what it believes to be a possible or actual violation of the Code. Accordingly, a supplier will not be discriminated against in any way for expressing concern about an actual or possible violation, provided the supplier has acted honestly and in good faith. Persons who retaliate against a supplier for reporting, in good faith, a known or possible violation of the Code, are themselves subject to disciplinary action, including dismissal, termination of contract or termination of employment with the Company.



CONCLUSION

The Company will not tolerate any violation of applicable laws and regulations or any breach of ethics on your part. Suppliers who commit or participate in illegal acts are subject to civil and criminal prosecution in addition to the sanctions established by this Code.

This Code does not cover all situations suppliers may face in their business relationship with the Company. Suppliers must at all times respect the spirit of this Code and the Company's values, which are set out at:

Website: ja.ca/about-us

Appendix

Declaration

First name of representative

Last name of representative

Position

Supplier name

Respect du Code

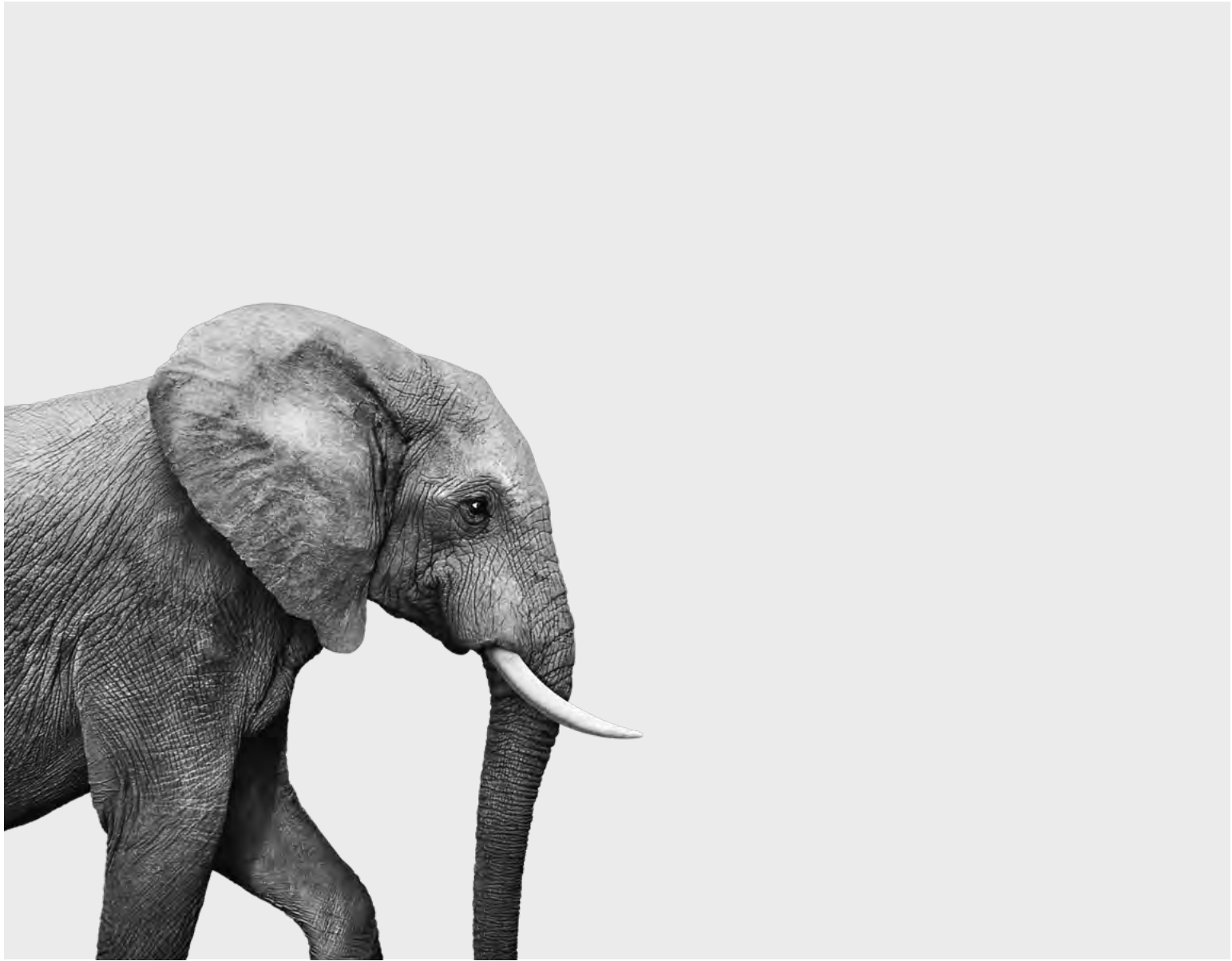
As a supplier to iA Financial Group, you acknowledge that you have read the *iA Financial Group Supplier Code of Conduct* and agree to abide by its terms.

Signature

Date



INVESTED IN YOU.



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