



RBC Supplier Code of Conduct

Purpose and Scope

This Supplier Code of Conduct (“Code”) sets out the principles and expectations as to how organizations, including their representatives and employees, and Subcontractors (together “Suppliers”), who supply goods and services to Royal Bank of Canada, its subsidiaries or affiliates (“RBC”) are to conduct business with and deal with RBC.

Our values are built on earning the right to be our clients’ first choice, collaboration, taking ownership for personal and collective high performance, embracing diversity for innovation and growth and holding ourselves to the highest standards to build trust. Our organization, and all of our employees, are accountable and have a duty to comply with applicable laws and regulations, and are expected to behave responsibly and ethically.

We expect Suppliers and their Subcontractors to comply with this Code and to operate in accordance with values comparable to ours, and in a manner which is consistent with prudent business practices.

Where there is a conflict between the language in the Code and the Master Services Agreement (MSA) between RBC and the Supplier, it is understood that the terms in the executed MSA will apply.

Business Integrity

1. Compliance with Laws

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

2. Conflicts of Interest

In their relationship with our employees, Suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with us (for example, as a client).

3. Gifts and Entertainment

The nature of any gifts or entertainment must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment from RBC employees. The [RBC Code of Conduct](#) has prescribed limits in place for the exchange of gifts and entertainment. Suppliers are to comply with these limits and maintain appropriate records of exchanges of gifts and / or entertainment with our employees.

4. Anti-bribery and Anti-corruption

Suppliers must not engage directly or indirectly in any activities that would put RBC at risk of violating anti-bribery and anti-corruption laws.

5. Taxation

Suppliers must comply fully with all their obligations in relation to all taxes due within the jurisdictions in which they operate. Suppliers must not participate in tax evasion or facilitate tax evasion by others. Specifically, we expect our Suppliers to have contracts, policies, systems, and /or procedures in place to ensure that all who act for them or on their behalf, also comply with such obligations.

6. Non-Public Information and Information Barriers

In their dealings with RBC, if Suppliers become aware of non-public information about RBC or our clients, we expect Suppliers to have in place policies and procedures for the proper handling and use of that information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access or disclosure of non-public information.

Responsible Business Practices

1. Privacy and Information Security

Suppliers must comply with RBC’s published [Global Privacy Notice](#) and must use information obtained through their relationship with RBC only in accordance with RBC instructions and strictly for the purpose for which it was provided.

Suppliers must process and store information as agreed with RBC and have appropriate privacy / data protection and information

security policies and procedures in place to protect personal and confidential information. Suppliers must notify RBC immediately of any actual or suspected privacy breaches, security breaches, or losses of our information. Further, Suppliers must assist RBC in managing any consequences arising from such events.

2. Business Resumption and Contingency Planning

For some services performed by Suppliers, due to the significance for our businesses or the types of activities that may be involved, we expect that the Supplier's business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements..

3. Outsourcing and Subcontracting

Suppliers are not to subcontract services they perform for RBC or outsource activities that directly impact the delivery of goods and services to RBC, without our prior written approval. In situations where approval is given, it is important for RBC to know the locations of where the work will be performed, the possibility of cross-border movement of any RBC data, and the identity of parties involved in the provision of the services.

In addition, where Suppliers are outsourcing certain activities in connection with RBC, Suppliers must monitor the outsourcing or subcontracting engagement to ensure compliance with the Suppliers' contractual obligations and with this Code, and provide evidence of such monitoring to RBC upon request.

4. Environmental Management

Suppliers must have the appropriate management policies and procedures in place to minimize material environmental impacts and comply with all environmental laws. Suppliers are also expected to support RBC's efforts to reduce our adverse environmental impacts, where appropriate.

Responsible Treatment of Individuals

1. Respect and Diversity

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact, including respect for differences such as gender, gender identity, gender expression, race, colour, age, disability, sexual orientation, ethnic origin and religion. Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful or inappropriate behaviour.

Suppliers must respect the dignity of their own employees and others, adhere to principles of diversity and maintain a respectful workplace. Please see [RBC's Code of Conduct](#) for more information about RBC's expectations regarding Respect and Diversity.

At RBC, we strive to have an inclusive supply chain. RBC expects its Suppliers to embrace an inclusive supply chain by affording equality of opportunity to businesses owned by women, Indigenous people, minorities/visible minorities, members of the LGBT community, people with disabilities, veterans and service disabled veterans.

2. Employment Practices

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, we expect Suppliers to be committed to non-discrimination principles and not to operate in a way that unfairly differentiates between individuals.

Suppliers must be able to demonstrate that, in their workplaces:

- Child, forced, or compulsory labor is not used.
- Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law.
- Retaliation for speaking up is prohibited and employees are free to raise concerns and speak up without fear of reprisal.
- Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been conducted to ensure the integrity and good character of the Supplier's Employees.
- Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements.

3. Health and Safety

We expect Suppliers to provide healthy and safe workplaces and comply with relevant health and safety laws. Suppliers are also expected to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

Information and Data Management

1. Data Retention and Destruction

Suppliers must retain and securely destroy data in accordance with criteria established in RBC's Enterprise Retention Schedule and provide confirmation and/or evidence of destruction upon request.

2. Information Hold

Suppliers must not destroy RBC data that may be relevant to actual or anticipated legal or regulatory proceeding of which the Supplier becomes aware or for which they receive notification. Suppliers must take reasonable measures and maintain adequate internal data maintenance policies to ensure proper compliance with their obligations to RBC.

3. Encryption:

In their dealings with RBC, Suppliers must protect RBC information throughout all stages of the information life cycle, including creation/collection, storage, use, transmission, transporting, archiving, and destruction and use suitable methods of encryption where required.

4. Access Administration

Suppliers must have policies and procedures in place to approve, grant, remove, deactivate and periodically review access to RBC information and services to ensure that the level of access is appropriate and remove unnecessary access without undue delay.

Monitoring and Reporting of Violation

1. Monitoring and Reporting of Violation

RBC maintains the right to monitor a Supplier's compliance to the Code and audit a Supplier's control environment. RBC will be entitled to request information from its Supplier as to their compliance with the principles of this Code of Conduct.

Any person with reason to believe that the spirit or principles of this Code are not being respected by an RBC Supplier is asked to report to:

RBC Third Party Risk

E-mail: suppliemg@rbc.com

The reporting of a violation of the Code may lead to an evaluation and an investigation by RBC if warranted. Failure to comply with this Code may result in termination of a Supplier's relationship with RBC.

Suppliers Operating in Canada

In addition to acknowledging the Code, RBC's expectation is that Suppliers that operate their business and provide services within Canada will support our commitment to Canadian jobs and prosperity and meet the following requirements.

1. Suppliers will not make any application, written or otherwise to any government body on behalf of RBC without RBC approval.
2. Suppliers will not hire foreign workers from outside of Canada when performing services on behalf of RBC, where a worker eligible to work in Canada is available and able to perform the service.
3. Suppliers will notify RBC immediately if they have been found in breach of any Canadian Human Rights, employment standards (legal and regulatory) or immigration laws.
4. Suppliers will not implement any material change to the way services are provided to RBC that has an impact on the Suppliers' employees, without consulting RBC to ensure there is no breach of our policies and the Code.
5. Suppliers will not sub-contract services without the specific written consent of RBC. To obtain consent Suppliers will be required to make available/disclose to RBC the specific contractual arrangement with the sub-contracted party.
6. Suppliers, by their action and in collaboration with RBC will continue to create investment and jobs in Canada in the provision of services to RBC.