

Supplier Code of Conduct

1. Background

Sun Life Financial group of companies ("Sun Life") is committed to a Supplier relationship practice that fosters fair and open competition and is conducted under the highest ethical standards. Sun Life employees maintain the highest standards of professionalism, honesty and integrity, and to that end, Sun Life has developed this Supplier Code of Conduct ("Code") based upon generally accepted standards of ethical business.

1.1 Purpose

This Code sets forth certain minimum expectations that Sun Life has for its Suppliers. Suppliers are expected to conduct their business ethically and responsibly and in full compliance with all applicable federal, provincial, state and local laws, regulatory requirements, this Code and any other Sun Life policies and procedures as communicated by Sun Life. Suppliers are expected to maintain the highest standard of professionalism, honesty and integrity in their interaction with Sun Life. Suppliers are expected to self-monitor their compliance with this Code and to ensure that their employees understand and comply with this Code.

1.2 Definitions

As used in this Code, the following terms have the following meanings:

"Conflict of Interest" means a situation in which someone in a position of trust and / or authority has competing interests. A conflict of interest exists even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in the person, profession, or company.

"Gift" means any item having more than nominal value, including, without limitation, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available from the Supplier to members of the public. A Gift need not be specifically or intentionally intended to improperly obtain or retain business or favourable business treatment, secure an improper financial, business, or other advantage, or induce improper performance, but the connotation or impression may be one that could be interpreted as such.

"Supplier" means any external entities that provide products and/or services to Sun Life, including their subcontractors.

2. Business Integrity & Ethics, No Improper Advantage, and Conflict of Interest

Sun Life is committed to the highest standards of ethical conduct and we expect that our Suppliers commit to these same standards in their business practices.

Suppliers are expected to comply with all laws regarding bribery and corruption and refrain from engaging in any form of corruption, including bribes, kickbacks, facilitation payments and extortion in the jurisdiction in which they operate or do business.

Sun Life expects that Suppliers will not offer any Sun Life employee any Gift for the purpose of improperly influencing the recipient in the discharge of his/her official duties.

Suppliers must disclose to their Sun Life representative, at time of awareness, all actual or potential Conflicts of Interest, including those in which the Supplier may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Sun Life, or with other Sun Life employees.

3. Labour, Wages and Benefits, Respect in the Workplace, and Health and Safety

Suppliers are expected to not use child labour. The term “child” refers to any person under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

Suppliers are expected to not use forced labour. All work for Suppliers is expected to be voluntary and employees and contractors are free to leave upon reasonable notice.

Suppliers are expected to comply with all applicable wage and hour labour laws and regulations governing employee compensation and working hours.

Suppliers are expected to provide an inclusive and nondiscriminatory working environment in which all their employees are valued and empowered to succeed. Discrimination or harassment on the basis of race, colour, national origin, citizenship status, creed, religion, religious affiliation, age, sex, marital status, sexual orientation, gender orientation, gender identity, disability, veteran status, and any other status protected under any applicable law is prohibited.

Suppliers are expected to provide adequate and safe working conditions and comply with applicable health and safety policies and laws.

4. Economic Sanction

Various jurisdictions have imposed trade and economic sanction to prohibit or restrict conducting business with certain parties or in certain geographic locations. Sun Life complies with applicable economic sanction laws in the jurisdictions it operates and expects its contractors and Suppliers to do the same.

5. Environment

At Sun Life, we are committed to ensuring that we meet the needs of the present without compromising the ability of future generations to meet their needs. Suppliers are expected to conduct their operations in a manner that protects the environment.

6. Privacy, Confidentiality and Information Security

Privacy and confidentiality are key elements at Sun Life. Suppliers are expected to comply with all privacy and information security requirements, including appropriate training of personnel who can access and/or handle Sun Life confidential or personal information.

In order to ensure that Sun Life’s employees’ and clients’ privacy rights and interests are protected, Suppliers must safeguard and not use or disclose personal or confidential information without being authorized by Sun Life to do so.

Suppliers are expected to have adequate controls in place to effectively and properly manage authorized collection, use, retention, destruction, maintenance, access and disclosure, where applicable, of Sun Life personal or confidential information.

Suppliers are required to comply with breach notification requirements in their agreement with Sun Life or any applicable legislation when such breach is related to any unauthorized access or security incident involving personal Information, and to cooperate with Sun Life in managing such privacy or security incident.