



# RBC Supplier Code of Conduct

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## Purpose and Scope

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

Our values are built on earning the right to be our clients’ first choice, embracing collaboration, taking ownership for personal and collective high performance, focusing on inclusion to drive innovation and growth, and holding ourselves to the highest standards to build trust. Our organization and 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 be aware of and comply with this Code and to operate in accordance with values comparable to ours, in a manner which is consistent with prudent business practices. It is also our expectation that Suppliers acknowledge the Code.

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

Failure to comply with this Code will result in the Supplier being placed on enhanced monitoring and may result in termination of the Supplier’s relationship with RBC, in accordance with the applicable agreement.

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## Business Integrity

### 1. Compliance with Laws

In all their activities, Suppliers must ensure they conduct themselves in compliance with the applicable laws, rules, and regulations of the jurisdictions in which they operate. Suppliers must not make any application, written or otherwise, to any government body on behalf of RBC without RBC approval.

### 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) or improperly impact an RBC employee’s ability to make sound, impartial and objective decisions on behalf of RBC.

Suppliers are required to disclose any situation that appears to conflict, or could conflict in any way, with the interests of RBC and should have clear company-wide policies or processes on managing conflicts of interest.

### 3. Gifts and Entertainment

The nature of any gifts or entertainment must not be used by Suppliers to gain improper advantage or preferential treatment from RBC employees. The [RBC Code of Conduct](#) has prescribed limits in place that our employees must adhere to, including an annual gift limit. Suppliers are to inform their employees of the requirements and comply with these limits, as well as maintain appropriate records of exchanges of gifts and entertainment with our employees. For greater clarity, the exchange of cash, cash equivalents, gift cards, bonds or negotiable securities is prohibited. No gifts or entertainment are permitted during an RBC Request for Proposals process.

### 4. Financial Crimes (including anti-bribery and anti-corruption)

Suppliers must not engage directly or indirectly in any activities that could put the Supplier or RBC at risk of violating applicable anti-money laundering (AML), sanctions, or anti-bribery and anti-corruption laws (ABAC) laws, rules, or regulations. This includes offering a gift or other item of value with the intent of obtaining an unfair advantage or influencing business decisions and offering a facilitation payment. Suppliers must promptly report to RBC any known or suspected violations of AML, sanctions or ABAC laws, rules, or regulations.

## 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 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 safeguarding, 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, use or disclosure of non-public information.

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## Responsible Business Practices

### 1. Privacy and Information Security

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

Suppliers must process, safeguard and store information only as agreed with RBC and have appropriate privacy / data protection and information security policies and procedures in place to protect personal and confidential information. In the event of any actual or suspected privacy breaches, security breaches, losses of our information or other issues that have the potential of impacting RBC or our clients, Suppliers must notify RBC and assist RBC in managing any consequences arising from such events.

### 2. Operational Resiliency and Contingency Planning

We expect that Suppliers' business continuity and disaster recovery plans are developed, maintained, and tested in accordance with applicable regulatory, contractual, and service level requirements.

### 3. Subcontracting and Outsourcing

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 where the work will be performed, the possibility of cross-border processing of any RBC, RBC client or RBC employee data, and the identity of parties involved in the provision of the subcontracted or outsourced services.

In addition, Suppliers must conduct reasonable due diligence on their subcontractors and monitor their subcontracting arrangements to ensure compliance with the Suppliers' contractual obligations and with this Code and provide evidence of such monitoring to RBC upon request.

### 4. Competition

Suppliers must comply with applicable competition laws, including laws that protect competition in labour markets. Suppliers must not engage in activities that could restrict competition in the marketplace, such as price-fixing, bid-rigging or fixing or limiting production or supply. Where a Supplier is also a competitor of RBC, RBC will share information with the Supplier only to the extent necessary to give effect to the agreement between them, and RBC expects the same of the Supplier.

### 5. Environmental and Climate Management

Suppliers must abide by applicable climate and environmental laws. Where laws are not in place, RBC expects its Suppliers to be committed to minimizing material impacts on the natural environment.

Suppliers are also expected to support the [RBC Climate Blueprint](#) to develop targets to reduce the environmental impacts of their operations, products and services and to publicly disclose their progress relative to those commitments on an ongoing basis.

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## Responsible Treatment of Individuals

### 1. Respect and Inclusion

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact, including respect for differences. Suppliers must not tolerate harassment (including sexual 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 inclusion and accessibility and maintain a respectful workplace. Please see [RBC's Code of Conduct](#) for more information about RBC's expectations regarding respectful, inclusive and accessible workplaces.

At RBC, we aim to support an inclusive supplier community and expect Suppliers to embrace inclusive procurement practices and to advance opportunities for all.

### 2. Employment Practices and Human Rights

Suppliers must abide by applicable employment, labour, non-discrimination and human rights legislation and standards. 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.

RBC is committed to taking the actions set out in our [Human Rights Position Statement](#) in order to meet the responsibility of businesses like ours to respect human rights as documented in the United Nations Guiding Principles on Business and Human Rights.. As outlined in RBC's [Statement Regarding Modern Slavery](#), RBC does not tolerate slavery or human trafficking in our organization or in those of our suppliers and subcontractors.

Suppliers are expected to have written policies, governance, or oversight mechanisms in place to ensure they, and those within their supply chains, operate lawfully and in accordance with applicable human rights standards. They must be able to demonstrate that, in their workplaces:

- Child, forced, or compulsory labour is not used.
- Discrimination and harassment are prohibited.
- 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 validate 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.

Suppliers are encouraged to have a mechanism in place for employees to raise human-rights related concerns.

### 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.

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## Information and Data Management

### 1. Data Retention and Destruction

Suppliers must retain and securely destroy RBC data in accordance with criteria established in the executed supplier agreement and in line with local regulatory requirements and provide confirmation 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 proceedings 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

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.

#### 5. Artificial Intelligence (AI)

Suppliers must ensure that the AI they use complies with applicable laws, rules, and regulations. Suppliers must obtain RBC approval before they (or their subcontractors) introduce AI into products or services provided to RBC, and the AI must be designed, developed and deployed in a manner consistent with RBC's [Responsible AI Principles](#).

### 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: [RBC Third Party Risk](#)

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 will result in the Supplier being placed on enhanced monitoring and may result in termination of the Supplier's relationship with RBC, in accordance with the applicable agreement.

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### 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, including by:

1. not hiring 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);
2. notifying RBC immediately if they have been found in breach of any Canadian Human Rights, employment standards (legal and regulatory) or immigration laws;
3. not implementing 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;
4. obtaining RBC's consent before sub-contracting services and providing up-to-date information that RBC requires about subcontractors; and
5. acting in collaboration with RBC to continue to create investment and jobs in Canada in their provision of services to RBC.