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", "we") 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 be aware of and 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. 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.

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, 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 that our employees must adhere to, including a $100 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 / or entertainment with our employees. For greater clarity, the exchange of cash, cash equivalents, bonds or negotiable securities is prohibited. No gifts or entertainment are permitted during an RBC Request for Proposals process.

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 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.

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, RBC client or RBC employee 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 accelerate clean economic growth and the transition to net-zero, as described in the RBC Climate Blueprint and are encouraged to integrate environmental sustainability into company policies and business practices. Suppliers are encouraged 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.

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. At RBC, we strive to have an inclusive supply chain. RBC expects its Suppliers to embrace inclusive procurement practices to advance equality of opportunity for women, BIPOC, LGBT+, people with disabilities, service-disabled and veteran-owned businesses by promoting an inclusive supply chain and levelling the playing field for diverse suppliers.

2. **Employment Practices and Human Rights**
   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.

   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. We expect our Suppliers to share our commitment to human rights, and we will take appropriate action to mitigate risks to human rights to which we may be directly linked.

   Suppliers 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 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 the executed supplier agreement and in line with local regulatory requirements, 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: suppliermg@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 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.

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 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.
2. 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.
3. 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.
4. In addition to obtaining RBC's specific written consent before sub-contracting services, Suppliers will be required to provide to RBC and keep up-to-date as necessary any information about subcontractors RBC may reasonably require.
5. 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.