

**Interac Corp.**



**Enterprise Vendor Management Office**

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**Third Party Code of Conduct**

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## 1 PURPOSE AND SCOPE

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This Third-Party Code of Conduct (“Code”) sets out the principles and expectations as to how organizations, including their representatives and employees, and subcontractors (together “Third Parties”), who supply goods and services to Interac Corp. and its subsidiaries (“Interac”) are to conduct business with and deal with Interac.

At Interac, our approach to corporate governance is based on the principle that good, transparent processes lead to proper outcomes. The Principles that drive our corporate governance approach can be found in [Interac’s Corporate Year In Review](#).

Our organization and all our employees have a duty to comply with applicable laws and regulations and are expected to behave responsibly and ethically. Good business ethics are essential to governance excellence. Interac has adopted a values-based and compliance program that uses resources efficiently and closely aligns with our corporate culture. Our Code of Business Conduct and Ethics summarizes the basic ethical and legal principles that guide the conduct of Interac and its employees.

This Code goes beyond compliance with local law and is based on universal principles that align with our corporate values, therefore it applies to all Third Parties regardless of location. Where there is a conflict between the language in this Code and the agreement for products and services between Interac and the Third Party (e.g., a Master Services Agreement or a Master Supplier Agreement), it is understood that the terms in the executed agreement will apply. To ensure awareness of this Code, Third Parties are responsible for providing awareness training for their staff, subcontractors, and other representatives.

Failure to comply with this Code will result in the Third Party being placed on enhanced monitoring/governance and may result in termination of the Third Party’s relationship with Interac, in accordance with the applicable agreement.

## 2 LEGAL, COMPLIANCE AND ETHICAL OPERATING PRACTICES

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### Compliance with Laws

In all their activities, Third Parties must ensure that they conduct themselves in compliance with applicable laws, rules, and regulations of the jurisdictions in which they operate. This includes but is not limited to applicable human rights, labour and wage laws, anti-money laundering, anti-terrorist financing, sanction laws, anti-corruption, privacy and information security laws, anti-tax evasion, insider trading and antitrust and competition



laws. Interac expects Third Parties to proactively make us aware of any potential violations of applicable laws (i.e. prior to being published in mainstream media). Third Parties must not make any application, written or otherwise to any government body on behalf of Interac without Interac approval.

### **Conflicts of Interest**

At Interac, we are transparent in our business dealings and avoid situations that put individual interests in conflict with those of Interac or lead others to question our business objectivity. In their relationship with our employees, Third Parties must not try to gain improper advantage or preferential treatments for other relationships they may have with us or improperly impact an Interac employee's ability to make a sound, impartial and objective decisions on behalf of Interac. Third Parties are required to disclose any situation that appears to conflict, or could conflict in anyway, with the interests of Interac and should have clear company-wide policies or processes on managing conflicts of interest.

### **Gifts, Meals, Travel and Entertainment**

A Third Party is prohibited from offering or providing any gifts, meals, travel or entertainment to Interac or Interac employees or on behalf of Interac or Interac employees for any purpose that is unlawful, unethical, or improper. The giving or receiving of cash or cash equivalents as a business gift to Interac or Interac employees or on behalf of Interac or Interac employees is also prohibited. Although gift giving is common in some parts of the world, caution must always be taken; gift giving with the appearance or intention of influencing decisions or conduct is strictly prohibited.

Subject to the requirements above, gifts, meals, travel, or entertainment that is reasonable, appropriate, does not violate applicable law and does not exceed \$100 is acceptable. In the case of a formal sourcing exercise (i.e. RFP, RFQ, etc), any amount of gift, meals, travel or entertainment is strictly prohibited.

### **Engagement with Interac Strategic Sourcing**

Third Parties must be mindful that although they might interact with various members of Interac staff to provide support for ongoing projects and services, Interac Strategic Sourcing manages new engagements with Third Parties. As such, a Third Party should engage the Strategic Sourcing team as a first point of contact for any new and potential business or related activity.



### **3 PROTECTION OF INTERAC INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

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Interac intellectual property is an important asset and critical to our business. Third Parties should understand its importance and protect Interac intellectual property accordingly. Third Parties are expected to safeguard Interac confidential information. If a Third Party has access to Interac confidential information, it is to be used only in a manner permitted by Interac under the terms of the applicable agreement and in any event protected with the same care with which the Third Party safeguards its own confidential information.

Third Parties should also respect Interac physical and electronic assets and use them appropriately for business purposes. Third Parties must wear badges on Interac premises where required by Interac for security purposes and adhere to Interac security protocols. Third Parties are not permitted to publicly disclose Interac as a client or use the Interac name, logo, or trademarks unless authorized to do so.

#### **Data Retention and Destruction**

Third Parties must retain and securely destroy data in accordance with criteria established in executed agreements and in line with local regulatory requirements and provide confirmation and/or evidence of destruction upon request. Unless specified differently in our agreement, all Interac data is to be housed in Canada or the US. Data residency cannot be altered without Interac prior consent.

#### **Information Hold**

Third Parties must not destroy Interac data that may be relevant to actual or anticipated legal or regulatory proceedings of which the Third Party becomes aware or for which they receive notification. Third Parties take reasonable measures to maintain adequate internal data maintenance policies to ensure proper compliance with their obligations to Interac.

#### **Encryption**

In their dealing with Interac, Third Parties must protect Interac information throughout all stages of the information lifecycle, including creation/collection, storage, transmission, transporting, archiving, and destruction and use suitable methods of encryption where required.

#### **Access Administration**

Third Parties must have policies and procedures in place to approve, grant, remove, deactivate, and periodically review access to Interac information and services to ensure



that the level of access is appropriate and remove unnecessary access without undue delay.

## **4 RESPONSIBLE BUSINESS PRACTICES**

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### **Business Resumption and Contingency Planning**

For services performed by Third Parties that are significant to the operations of Interac, including Interac products and services, Interac expects that the Third Party develops, maintains, and test robust business continuity and disaster recovery plans in accordance with applicable regulatory, contractual, and service level requirements.

### **Subcontracting**

Third Parties are not to subcontract services they perform for Interac or outsource activities that directly impact the delivery of goods and services to Interac, without our prior written approval. In situations where approval is given, it is important for Interac to know the locations of where the work will be performed, the possibility of cross-border movement of any Interac, Interac client or Interac employee data, and the identity of parties involved in the provision of the services. For any approved subcontracting arrangement, the Third Party retains all responsibility for delivery of products and services.

In addition, where Third Parties are subcontracting certain activities, Third Parties must monitor the subcontracting engagement to ensure compliance with the Third Parties contractual obligations and with this Code and provide evidence of such monitoring to Interac upon request.

### **Environmental Management**

Third Parties must have the appropriate management policies and procedures in place to minimize material environmental impacts and comply with all environmental laws. Third Parties are encouraged to develop targets to reduce the environmental impacts of their operations, products, and services, develop means of measurement and to publicly disclose their progress relative to those commitments on an ongoing basis. As the requirements in this space grow over time, Third Parties should begin to lay the foundations for client specific carbon emission reporting.

### **Artificial Intelligence**



Interac expects all Third Parties to use AI in a responsible and transparent manner, complying with all current and future regulations. Where AI is used in a meaningful manner to provide services to Interac, Third Parties must disclose this proactively to Interac.

## **5 RESPONSIBLE TREATMENT OF INDIVIDUALS**

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### **Employment Practices**

Third Parties Interac expects that Third Parties be committed to non-discrimination principles and operate in a way that does not unfairly differentiate between individuals. Third Parties must adhere to applicable employment, labour, immigration, non-discrimination and human rights standards, laws, and regulations, including with respect to health and safety, working conditions and fair wages.

Interac is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any form of discrimination, harassment, or retaliation in the workplace.

Interac expects all Third Parties to provide a safe, secure, and healthy work environment for their staff. Third Parties must adhere to all applicable laws regarding health and safety in the workplace. Third Parties should have policies in place that prevent the use of illegal substances at work and prevent behaviour that appears intimidating, violent, or threatens the health and safety of employees or others.

### **Human Rights**

Interac is committed to respecting human rights and operating responsibly by establishing high ethical standards across our company. Our commitment includes identifying, preventing, and mitigating any adverse human rights impacts of our activities where possible. Interac will not tolerate any forms of slavery, servitude, exploitation, child labour, forced labour, or human trafficking. Interac expects our Third Parties to share the same human rights values and principles and must comply with applicable human rights standards, laws, and regulations.

### **Third Parties Operating in Canada**

In addition to acknowledging this Code, our corporation's expectation is that Third Parties that operate their business and provide services within Canada will support our commitment to Canadian jobs and prosperity and meet the following requirements:



- Third Parties will not hire foreign workers from outside Canada when performing services on behalf of Interac, where a worker eligible to work in Canada is available and able to perform the service.
- Third Parties will notify Interac immediately if they have been found in breach of any employment, labour, immigration, or human rights standards, laws, or regulation.
- Third Parties will not implement any material change to way services are provided to Interac that has an impact of the Vendor's employees, without consulting Interac to ensure there is no breach of our policies and this Code.
- In addition to obtaining specific written consent from Interac before subcontracting or outsourcing services, Third Parties will be required to provide up-to-date information about subcontractors (and any such related information) as may be reasonably requested by Interac.
- Third Parties, by their action in collaboration with Interac, will continue to create investment and jobs in Canada in the provision of services to Interac.

## 6 MONITORING AND REPORTING

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Interac maintains the right to monitor a Vendor's compliance to this Code. Interac will be entitled to request information from its Third Parties as to their compliance with the principles of this Code.

Any person with reason to believe that the spirit or principles of this Code are not being respected by an Interac Third Party is asked to report this promptly to the attention of:

The Interac Ombudsman Office: [ombudsman@interac.ca](mailto:ombudsman@interac.ca)

The reporting of a violation of this Code may lead to an evaluation and an investigation by Interac at its sole discretion. Failure to comply with this Code could result in the Third Party being placed on enhanced monitoring/governance and may result in the termination of the Third Party's relationship with Interac, in accordance with the applicable agreement.



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