



Conflicts of Interest Policy

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1. Introduction & Background

IMCO is a corporation established pursuant to the Investment Management Corporation of Ontario Act, 2015 (the “**Act**”) for the purpose of providing investment management services in accordance with the Act and the regulations promulgated thereunder. The Board has implemented this Conflicts of Interest Policy (“**Policy**”) for the purpose of setting out the principles, rules and procedures that every Covered Person is expected to adhere to when faced with real, potential or perceived conflicts of interest.

Capitalized terms used herein but not otherwise defined have the meaning ascribed thereto in the *Glossary of Terms* attached as Exhibit A of this Policy.

2. Policy

Every Covered Person is expected to be independent in respect of their actions, decisions and judgments concerning all IMCO business. In this regard, Covered Persons are expected not to have any relationships, activities, or personal financial interests that might impair or affect (or be perceived to impair or affect) their judgment or influence their decisions concerning IMCO business and their duty to act in the best interest of IMCO. Any such relationships, activities or personal financial interests must be disclosed to a Covered Person’s manager as soon as they arise.

For the purposes of this Policy, a “real” conflict of interest exists if a Covered Person allows, or appears to allow, their personal or private interests, or the interests of their family, other relatives or Associates, to affect their ability to perform their work for IMCO objectively, impartially and effectively. A “potential” conflict of interest exists if this type of situation could eventually develop. A “perceived” conflict of interest exists if an objective third party could reasonably conclude that a real or potential conflict of interest exists. In this regard, it is important to note that a conflict of interest need not be “real” to damage IMCO’s reputation, as even the appearance of a conflict may be equally damaging to the trust between IMCO and the public and/or its members and clients.

A violation of this Policy will lead to discipline up to and including termination of employment for cause.

3. Identifying Conflicts of Interest

IMCO considers a Covered Person to have a conflict of interest if such individual:

- (a) is a party to a transaction or proposed transaction with IMCO;
- (b) is a director or officer of, or has a material interest in, an entity which is party to a transaction or proposed transaction with IMCO; or
- (c) has, or may be perceived to have, a private economic interest in:
 - (i) a transaction or proposed transaction with IMCO; or
 - (ii) a customer, supplier or other organization that IMCO does or plans to do business with.

A Covered Person likely has a conflict of interest if such individual has a “material interest” in an entity or person IMCO is doing or considering doing business with.

A material interest may exist if:

- a Covered Person is related to the person or people being considered for a transaction;
- a Covered Person is related to an officer or employee of the entity that IMCO is considering doing business with; or
- the person or entity IMCO is considering doing business with is the Covered Person's Associate.

The best way to judge whether you have a material interest in an entity is to ask yourself if a well-informed third party would reasonably conclude that your interest in it could in any way influence your decision or performance in carrying out a duty on behalf of IMCO.

Every Covered Person is expected to organize their affairs, including any private economic interests, in a way that will:

- maintain public confidence and trust in the integrity and objectivity of IMCO;
- allows a Covered Person to identify, disclose, and, where reasonably possible, eliminate any real, potential or perceived conflicts of interest; and
- ensure that a Covered Person is always, and is always viewed as, acting in a way which shows utmost loyalty to IMCO.

Generally speaking, IMCO expects each Covered Person to act in a responsible way at all times. Of course, it is impossible to list rules to cover every situation. IMCO expects each Covered Person to use common sense and good judgment. However, to avoid any possible confusion, some examples of obvious conflicts of interest are noted below:

- engaging in any business or transaction or having a financial or other personal interest which could affect the discharge of a Covered Person's duties to IMCO;
- placing himself/herself in a position to derive any direct or indirect benefit or interest from any IMCO contracts where a Covered Person can influence IMCO's decisions relating to that contract;
- engaging in any outside employment, work or business undertaking that interferes with the performance of a Covered Person's duties to IMCO;
- engaging in any outside employment, work or business undertaking in which a Covered Person has an advantage derived from employment with IMCO;
- demanding, accepting, offering, or agreeing to accept from a person who has dealings with IMCO, a direct or indirect commission, reward, advantage or benefit of any kind, whether to be received by the Covered Person, by a member of their family, or by a third party whom the Covered Person wishes to benefit;
- benefiting or assisting friends or relatives to benefit from the use of information or opportunities acquired during the course of the Covered Person's official duties and which is not generally available to the public;
- using or permitting the use of IMCO's property for any kind of personal profit or for any activities not associated with the discharge of official duties; or
- when related employees (e.g., family members or relatives) are working in circumstances where one can make management decisions affecting the other.

4. Gifts, Entertainment, Benefits and Favours

IMCO is particularly sensitive to the public's and the member's perception of how IMCO deals with gifts, entertainment, benefits and favours provided to or received from existing or potential customers, suppliers, employees or others doing or seeking to do business with IMCO (collectively referred to as "Third Parties").

Definitions:

For the purposes of this section:

A Gift is defined as a present, benefit or favour offered to a Covered Person from a Third Party for a cost below that at which the Covered Person would otherwise be expected to pay.

Entertainment is defined as an event or activity that a Covered Person attends or participates in with a Third Party at a cost below that at which the Covered Person would otherwise be expected to pay and where the event or activity will provide an opportunity to discuss IMCO business.

Note that an event or activity that a Covered Person attends or participates in that does not meet the definition of Entertainment should be considered a Gift. For example, tickets to a sporting event where the Covered Person was not accompanied by a Third Party should be considered a Gift.

Prohibitions and Requirements:

Covered Persons, **cannot** under any circumstances, directly or indirectly:

- offer or accept Gifts, Entertainment, benefits or favours to or from Third Parties:
 - in exchange for, or as a condition of, exercising their duties;
 - to induce certain behavior while carrying out their duties and responsibilities; or
 - when it results in, or could appear to result in, preferential treatment; or
- accept or offer cash incentives, incentives that are readily convertible to cash (e.g., securities, cheques or money orders), loans at preferred rates, airline tickets, use of a vacation property, secret commissions or kickbacks in exchange for preferential treatment; or
- accept multiple Gifts, Entertainment, benefits or favours from the same Third Party over a short period of time.

While routine Entertainment is a normal part of business development and can be an effective way to get to know business partners, it must not become a way to influence decisions inappropriately. The same is true of Gifts. A Covered Person must use their best judgement to avoid situations in which a Gift or Entertainment would create, or appear to create, a conflict. If in doubt, a Covered Person should ask themselves if a reasonable person would question their impartiality if they accepted a Gift or an offer of Entertainment from a Third Party, or their motives if they gave a Gift or made an offer of Entertainment to a Third Party.

In addition, a Covered Person must:

- discourage existing and potential vendors and suppliers from offering inducements that conflict with this Policy;
- advise existing and potential vendors and suppliers that IMCO can maintain a business relationship only if they also comply with this section of this Policy; and
- return any inappropriate Gifts with an explanation of IMCO's standards under this Policy.

If not specifically prohibited by the above, Covered Persons may offer or accept Gifts, Entertainment, benefits or favours only in circumstances when the following requirements are satisfied:

- they do not contravene any law (including those laws dealing with bribery and corruption);
- they do not in any way compromise, or could be perceived to compromise, a Covered Person's integrity or objectivity, or the integrity or objectivity of IMCO as a whole, or the integrity or objectivity of any other person;
- they would not adversely affect IMCO's reputation if knowledge of the acceptance of the Gift, Entertainment, benefit or favour was to become public;
- when combined with other Gifts, Entertainment, benefits or favours received from the same Third Party, they would not be perceived as leading to a sense of obligation;
- they are appropriate and are a reasonable expression of courtesy or appreciation;
- in the case of Entertainment, the Covered Person's portion of any one event or activity cost is less than \$350 in value; and
- in the case of Gifts, the item is less than \$200 in value.

Policy Exceptions

Gifts, Entertainment, benefits and favours that do not meet all of the above requirements may only be accepted with the pre-approval of the CFO or his/her designate. Pre-approval will only be granted if acceptance is deemed to be in the best interest of IMCO.

Pre-approval can be obtained by submitting an online request through the Policy Exception Tool found on the Compliance page on imconnect.

5. Investments

Covered Persons who have access to confidential information relating to investments maintained by IMCO in connection with carrying out their employment with IMCO are also required to adhere to the provisions set forth below. These provisions provide supplementary guidance with respect to real or potential conflicts of interest that may arise in an investment context.

- (a) A conflict of interest may include either monetary or non-monetary benefits. For example, it includes situations in which:
- a Covered Person may benefit from knowledge of, participation in, or by virtue of an investment decision relating to IMCO; or
 - a non-monetary advantage may accrue to a Covered Person or a Covered Person's family member, other relative or Associate.

- (b) A conflict of interest may involve:
- transactions for and assets of the Covered Person's own account;
 - transactions for and assets of the account of the Covered Person's family members, other relatives or Associates;
 - transactions for and on behalf of any person or entity for whom the Covered Person retains the discretionary authority to implement transactions; or
 - transactions with a 'Related Party' as that term is defined in Section 1 of Schedule III to the Pension Benefits Standards Regulations under the Pension Benefits Standards Act (Canada).
- (c) A Covered Person may not accept any remuneration, gift or benefit from a third party under circumstances from which it reasonably could be inferred that the gift or other consideration was intended to influence the Covered Person in his or her duties with respect to IMCO or was intended as a reward for any actions performed by the Covered Person in relation to IMCO. Nothing precludes a Covered Person from participating in any event sponsored by an actual or potential service provider, consultant or other party, provided that the Covered Person acts in the best interest of IMCO.
- (d) A Covered Person may not use or appear to use for personal gain or disclose without advance authorization from IMCO, directly or indirectly, to any person outside IMCO, any proprietary or confidential information of IMCO or of a third party which IMCO is bound to keep secret or any information acquired during the course of a Covered Person's duty which is not generally available to the public, or which if published, might impair IMCO's effectiveness or adversely affect its public image.
- (e) A Covered Person may not use IMCO's name or the Covered Person's relationship with IMCO in such a way to lend weight or prestige to sponsorship of a political party or cause, or to an endorsement of a product, investment or service of another company or organization.

6. External Business Activities

Covered Persons are expected to devote the time, best effort, knowledge, skills and energy to the interests of IMCO. Covered Persons must not be involved in any external business activity which may conflict with IMCO's interests or reputation.

In cases where an IMCO Employee is invited to accept a position external to IMCO and its affiliates as a director on a board or position which the IMCO Employee has the capacity to influence material decisions the external organization may make, a prior written approval of the General Counsel or Chief Executive Officer must be obtained. In the case of the Chief Executive Office, prior written approval of the Chair of the Board of Directors and the Chair of the Nominating and Governance Committee is required.

This Policy does not apply to a personal private holding company of a Covered Person. This Policy also does not apply where an IMCO Employee is asked by IMCO to serve as a director in the course of his or her employment, such as serving as a director of an IMCO subsidiary or an entity in which IMCO has invested in on behalf of its clients. An IMCO subsidiary is not considered to be external to IMCO.

External Activities Questionnaire

Covered Persons are required to disclose external business activities by submitting an External Business Activities Questionnaire online:

- (a) within 10 days of joining IMCO;
- (b) as soon as possible when the information requested on the External Activities Questionnaire changes; and
- (c) on an annual basis as requested by IMCO Compliance.

A link to the External Activities Questionnaire can be found on the Compliance page on imconnect. Those without access to imconnect may obtain the link by contacting Compliance directly.

7. Dealing with Conflicts of Interest

If a Covered Person has a real, potential or perceived conflict of interest as described above, such individual cannot approve the transaction or participate in any discussions to approve it. In addition, it is the responsibility of the Covered Person to notify their supervisor and CFO (or designate) in writing as soon as possible about any real, potential or perceived conflicts of interest. Such disclosure shall be made either by using the Declaration of Conflict of Interest Disclosure form attached as Exhibit B to this Policy or submitting all pertinent details in an email addressed to the General Counsel or their delegate.

For greater certainty, Covered Persons who are Directors or executive officers of IMCO should also be aware of their obligations under Section 5.10 of the By-laws dealing with conflicts of interest. In the case of any conflict or inconsistency between the terms of this Policy and the By-laws, the provisions of the By-laws shall govern.

If you have any questions concerning any of the unacceptable activities listed above or are in doubt about any particular situation, please do not hesitate to speak to your supervisor for clarification or guidance.

8. Annual Disclosure

All Covered Persons are required to complete on an annual basis the Declaration of Conflict of Interest Disclosure form within 10 days of joining IMCO and on an annual basis as directed by IMCO Compliance. A copy of this form is attached as Exhibit B to this Policy. Alternatively, Covered Persons may complete this form electronically. Contact IMCO Compliance for more information.

9. Responsibilities, Compliance, Monitoring, and Reporting

- (a) **Responsibilities.** The CEO and President is responsible for the implementation of this Policy.
- (b) **Compliance and Monitoring.** In the case of a Covered Person other than a Director, the CEO and President and CFO or designate, and each executive officer of IMCO will be responsible for monitoring and ensuring that Covered Persons within his or her department or business unit is in compliance with this Policy and will report any occurrence of non-compliance immediately to the Nominating and Governance Committee (the “**Governance Committee**”). In the case of a Director, the Chair of the Governance Committee will be responsible for monitoring and ensuring that Directors are in compliance with this Policy.

- (c) **Reporting.** The CFO or designate will report on compliance with this Policy through internal control reports to the Governance Committee not less frequently than annually.

10. Approval, Review and Amendment

This Policy was approved by the Board on December 5, 2019 and will be reviewed by the Board not less than every three (3) years or as the Board may otherwise determine. No amendment, modification or supplement to this Policy shall be effective unless approved by the Board.



Exhibit A – Glossary of Terms

“Associate” means:

- (a) an entity in which a Covered Person owns or control securities in, directly or indirectly, when such securities represent more than 10% of the outstanding voting rights of such entity;
- (b) an individual who is acting on behalf of a partnership in which the Covered Person is also a partner of; or
- (c) a trust or estate in which a Covered Person has a beneficial interest in, or for which a Covered Person serves as trustee or in a similar capacity.

“Board” means the Board of Directors of IMCO.

“By-laws” means By-law No. 1 of IMCO.

“CEO and President” means the Chief Executive Officer and President of IMCO.

“Contract Employees” means any employee hired for a period of 12 months or less, or for a specific task or project who:

- (a) can work up to 40 hours per week or more;
- (b) does not maintain continuous regular employment status;
- (c) does not participate in IMCO’s benefit plan; and
- (d) will be paid vacation pay on wages and accrue unpaid vacation time in accordance with the relevant employment standards legislation.

“Covered Persons” means IMCO’s Directors, executive officers, Full-Time Employees, Part-Time Employees and Contract Employees, as well as other non-employees (including all agency employees, contractors, consultants, students, interns and volunteers of IMCO), and

“Covered Person” means any one of them.

“Directors” means the members of the board of directors of IMCO.

“Full-Time Employee” means any permanent position regularly requiring more than 24 hours of work per week, or 48 hours of work per bi-weekly time period, who:

- (a) maintains continuous regular employment status;
- (b) has completed the probationary period;
- (c) participates in IMCO’s benefit plan; and
- (d) accrues vacation time and pay.

“IMCO” includes all subsidiaries of IMCO.

“IMCO Employees” means Full-Time Employees, Part-Time Employees and Contract Employees, as well as other non-employees (including all agency employees, contractors, consultants, students, interns and volunteers of IMCO).

“Part-Time Employee” means any permanent position that does not regularly work at least 24 hours per week who:

- (a) maintains continuous regular employment status;
- (b) has completed the probationary period;
- (c) does not participate in IMCO’s benefit plan; and
- (d) accrues vacation time and pay.

“private economic interest” means a right, entitlement or benefit that gives a Covered Person (or their family members, other relatives or Associates) a commercial or financial advantage.

“transaction” includes a contract, guarantee or investment.

Exhibit B – Declaration of Conflict of Interest Disclosure

Name	Position
<p>Pursuant to IMCO's <i>Conflicts of Interest Policy</i> (the "Policy"), all Covered Persons (as such term is defined in the Policy) are bound by the Policy, and are required to complete this <i>Declaration of Conflict of Interest Disclosure</i> as soon as a real, potential or perceived conflict of interest arises, or at least on an annual basis.</p> <p>Certain Covered Persons may also have access to confidential information relating to investments maintained by IMCO under the <i>Investment Management Corporation of Ontario Act, 2015</i>. IMCO requires that these individuals make a specific declaration with respect to real or potential conflicts of interest in relation to these investments maintained by IMCO.</p>	
<p>DISCLOSURE:</p> <p>(1) I have disclosed either below or by using the External Activities Questionnaire any offices (paid or unpaid), including any investment or other business relationships that I hold, such as:</p> <ul style="list-style-type: none">• membership on other committees, boards or groups in the investment supplier or plan sponsor community;• being a director or officer of, or having a material interest in, an issuer or other party to an investment or proposed investment of IMCO; and• holding any positions with external organizations where have the capacity to influence material decisions the organization may make. <p>(2) In regards to the offices disclosed above or on the External Activities Questionnaire, I receive financial remuneration (either for services performed by me, as an owner or part owner, trustee, or employee or otherwise) from the following sources:</p> <p>CONFLICT OF INTEREST:</p> <p>1) A direct or perceived conflict with my duties as an employee of IMCO may arise because: (describe the nature and extent of the conflicting office, duty or interest):</p> <p>2) Other than disclosed above, do I have any relationships or interests that could compromise, or be perceived to compromise, my ability to exercise judgment or decision-making independently and objectively with a view to the best interests of IMCO?</p> <p>Yes _____</p> <p>No _____</p> <p>If yes, please describe:</p>	

CERTIFICATION AND ACCEPTANCE

1. I certify that I have read:
 - IMCO's *Conflict of Interest Policy* (the "**Policy**"); and
 - this *Declaration of Conflict of Interest Disclosure*.
2. I agree to comply with the Policy in my dealings in relation to IMCO.
3. I certify that, to the best of my knowledge, I have complied with the Policy at all times since the commencement of my employment or engagement with IMCO.
4. I further certify that I have not used confidential information related to the investment of any IMCO fund for my benefit, or for the benefit of my family members, other relatives or associates.
5. I certify that I will submit this declaration whenever required. Should there be any change in any of my responses provided above, I will report the change promptly to Compliance.

Signature

Date

Name

Position

Once complete, please return this *Declaration of Conflict of Interest Disclosure* to Compliance.