



Third Party Code of Ethics

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DISCLAIMER: Access to CGI's Code of Ethics, this Code or CGI policies shall not be construed as, and in no way implies that, CGI Third Parties are employees of CGI; the essential terms and conditions of employment for the employees of the applicable CGI Third Party continues to be the sole responsibility of, and governed by, the applicable CGI Third Party.

Third Party Code of Ethics

CGI Group Inc., its subsidiaries and affiliates (collectively, “CGI”) is committed to unyielding integrity and high standards of business conduct in everything it does, including in its dealings with its business partners (*i.e.*, any party with whom CGI does business including, but not limited to, primes, subcontractors, independent contractors, consultants, distributors, licensees, suppliers, or other agents, collectively “**CGI Third Parties**”).

CGI's members have created an asset of incalculable value – the company's reputation for integrity and high standards of business conduct. CGI's reputation is sustained through each business transaction that it concludes. CGI has observed over the years that the quality of its relationships with CGI Third Parties often has a direct bearing on the quality of its client relationships. Likewise, the quality of CGI Third Parties' products and services affects the quality of CGI's offerings.

To help CGI Third Parties understand the CGI commitment to unyielding integrity and the standards of business conduct, CGI has prepared this Third Party Code of Ethics (this “**Code**”). This Code applies to all CGI Third Parties, except to firms that have implemented or are otherwise subject to comparable rules of ethical conduct.

It is CGI's policy to comply, not merely with the letter, but also with the spirit of the law. CGI is required to maintain compliance with various acts, statutes, and regulations governing activities in the jurisdictions in which it carries on business and expects CGI Third Parties to do likewise. CGI only does business with individuals and companies that act in accordance with applicable legal requirements. CGI Third Parties are expected both to comply with their contractual obligations to CGI and to adhere to standards of ethics and business conduct consistent with this Code. A commitment to full compliance with these standards is the foundation of a mutually beneficial business relationship with CGI.

This Code is built on the framework of CGI's six core values: **Quality and Partnership, Intrapreneurship and Sharing, Respect, Objectivity and Integrity, Financial Strength, and Corporate Social Responsibility**. These values are at the heart of CGI's success and long-term partnerships with its clients. Each core value is supported by specific ethical standards expected of all CGI Third Parties.

1 QUALITY AND PARTNERSHIP

CGI Third Parties shall provide quality services to CGI and its clients consistent with the following requirements.

1.1 Compliance with Terms and Conditions

CGI Third Parties shall comply with all requirements, specifications, and terms and conditions of its agreements with CGI (*e.g.*, subcontracts, purchase orders, *etc.*). CGI Third Parties shall not substitute a different product or service or use others to fulfill its agreements with CGI without CGI's prior written approval. CGI Third Parties shall assign personnel with appropriate expertise and skill to perform its agreements with CGI.

1.2 Truthful Statements Made to or for CGI

CGI Third Parties always must be forthright and open in their dealings with CGI. CGI Third Parties preparing proposals, bids, or contract negotiations for CGI, or interacting with others on behalf of CGI, must ensure that all statements, communications, and representations are current, accurate, and complete.

2 INTRAPRENEURSHIP AND SHARING

2.1 Complete CGI Required Training

CGI Third Parties shall ensure that their employees take CGI required training when provided and reasonably requested by CGI.

2.2 Protect Intellectual Property and Confidentiality

CGI Third Parties shall develop all work products without violating the intellectual property rights of others, including those of CGI and its clients. As required by applicable law and any agreements executed with CGI, all CGI Third Parties shall respect, and be responsible for protecting, the intellectual property rights of CGI and its clients, including, but not limited to, maintaining it in confidence and in secure work areas. CGI Third Parties also shall maintain the confidential information of CGI and its clients by not transferring, publishing, using, reproducing, or disclosing it without the prior written permission of CGI. CGI Third Parties shall comply with all applicable privacy regulations and standards (including standards imposed by CGI's clients by contract or otherwise) to the extent that confidential information contains personally identifiable information or other data subject to protection.

3 RESPECT

CGI Third Parties always shall behave responsibly and demonstrate courtesy, honesty, civility, and respect for others, including, but not limited to, their own employees and CGI members and clients. CGI expects CGI Third Parties to value diversity and provide an inclusive work environment for their employees as well as CGI's members and clients.

3.1 Relations with CGI Clients

CGI's services often involve visiting or working at a client's place of business. CGI Third Parties working at a CGI client's site must comply with the client's practices and procedures and treat the client's facilities appropriately.

3.2 Treat People Fairly and Equitably

CGI Third Parties shall treat all people fairly and equitably without discrimination. CGI Third Parties cannot discriminate against any individual in their hiring or employment practices. Discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, gender, sexual orientation, age, pregnancy, record of offences, marital status, social conditions, political beliefs, language, family status, disability or means used to overcome a disability is strictly prohibited. CGI Third Parties shall comply with all applicable labor, employment, and human rights legislation including, but not limited to, minimum wage, maximum hours of work, and days of rest rules.

3.3 Do Not Harass or Discriminate

CGI Third Parties shall provide all individuals with an environment free of sexual, psychological, or racial harassment or discrimination. CGI defines sexual, psychological, or racial harassment as any behaviour, in the form of words, gestures, or actions, generally repeated, that has undesired sexual, psychological, or racial connotations that: (i) has a negative impact on a person's dignity or physical or psychological integrity or (ii) results in that person being subjected to unfavourable working conditions or dismissal. CGI Third Parties shall prevent any form of harassment or discrimination during the hiring process or employment including, but not limited to, such areas as training, performance assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions.

3.4 Do Not Use Child or Forced Labor

CGI Third Parties use of child labor is strictly prohibited. CGI Third Parties shall respect the minimum age for employment or work applicable to their employees by the jurisdiction where they perform services for or on behalf of CGI. CGI Third Parties must under no circumstances use or in any other way benefit from forced or involuntary labor.

3.5 Provide a Safe and Healthy Work Environment

CGI Third Parties shall provide a healthy and safe workplace to their employees and, as a minimum, comply with all applicable health and safety laws, regulations, and standards.

4 OBJECTIVITY AND INTEGRITY

It is CGI's policy to comply with the letter and the spirit of the law. CGI Third Parties must understand and comply with all laws and regulations applicable to their business wherever conducted throughout the world. CGI Third Parties shall conduct business in an ethical manner consistent with the values of objectivity and integrity and avoid personal and organizational conflicts of interest, and any appearance of such conflicts.

4.1 Comply with Anti-Bribery and Corruption Laws

CGI prohibits the payment of bribes to clients or client representatives to obtain business from them. To help CGI comply with all anti-bribery and corruption laws and regulations that may be applicable to its business world-wide (collectively, "**Anti-Corruption Laws**"), CGI Third Parties shall not take any actions, or omit to take any actions, that result or may result in any violations of Anti-Corruption Laws, including by its business partners.

4.2 Do Not Offer Inappropriate Gifts or Commissions to CGI's Members

CGI prohibits its members from accepting any commissions from a third-party vendor when recommending software, hardware, or any equipment to a client as part of a service agreement. CGI Third Parties also shall refrain from offering, giving, receiving, or soliciting any item of value to improperly influence the actions of a person (including to any CGI's member, representative, client or government official) in order to obtain or retain business or an unfair advantage in the conduct of business; or to induce or reward improper conduct.

"Items of value" can include:

- payments of money;
- extension of credit or loans;
- travel and accommodations expenses;
- gifts, meals, and entertainment;
- political contributions and charitable donations;
- free use of company services, facilities or property; or
- favors that are of value to a recipient (e.g., offering employment to a member of a person's family).

In limited circumstances, items of little intrinsic value or normally used for sales promotion purposes, or ordinary and reasonable business meals with a clear business purpose may be accepted by CGI's members but only if they are: (i) permitted under Anti-Corruption Laws, local laws, and any applicable CGI subsidiary's supplemental ethical standards and conform to generally accepted local customs, and (ii) received sporadically.

4.3 Avoid Conflicts of Interest

A personal or organizational conflict of interest may arise when a CGI Third Party employee favors his/her own personal or professional interests over those of CGI or its clients or an obligation or situation arising from a CGI Third Party's business activities or financial affairs may bias his/her judgment or impair his/her objectivity in performing duties on behalf of CGI or result in an unfair competitive advantage. CGI Third Parties shall avoid, neutralize, or mitigate any actual or apparent conflicts of interest and shall never engage in any conduct which is, or could potentially be, harmful to CGI or its reputation. Particular caution should be taken when dealing with initiatives involving contracts with any governmental or quasi-governmental agency.

4.4 Comply with Procurement Rules

Government entities around the world have enacted laws, rules, and regulations that govern the acquisition of goods and services and the performance of government contracts. Activities that may be appropriate for non-government clients may be improper, and even illegal, when dealing with government clients. If a CGI Third Party deals with any governmental entity, including public international organizations, on behalf of CGI, it is responsible for understanding and complying with all rules that apply to government contracting and interactions with the government officials and employees. A CGI Third Party shall never violate procurement laws, rules, or regulations, which are intended to preserve the integrity of competitions for business.

4.5 Comply with Applicable Anti-Trust and Competition Laws

CGI is required to make its own decisions on the basis of its best interest and must do so independent of improper agreements or understandings with competitors. All CGI Third Parties shall comply with applicable anti-trust and competition laws and should avoid arrangements or agreements with others regarding product prices, terms of sale, division of markets, allocation of customers, or other practices that restrain competition.

4.6 Comply with Applicable Export Laws

CGI Third Parties who serve CGI across national borders shall understand and comply with all import, export, or re-export laws and regulations applicable to the goods or services that they are involved with on behalf of CGI such as, for example, information or technology that has military or state security applications.

4.7 Comply with Laws that Protect Classified Information

In the normal course of CGI's business with government clients, CGI Third Parties may be required to hold security clearances and may have access to information that is classified or facilities that are restricted. CGI Third Parties shall comply with the letter and spirit of the laws, rules, and regulations applicable to such classified information and restricted facilities.

4.8 Lobbying of Government Officials and Political Contributions

Lobbying generally is any activity that attempts to influence laws, regulations, policies, and rules. In certain jurisdictions, however, the definition of "lobbying" also can cover procurement and business development activity. CGI Third Parties shall not lobby any government official on behalf of CGI unless it is specifically retained by CGI for that purpose through a written agreement and all required registrations and disclosures have been made consistent with local law. CGI Third Parties shall not make any political contributions of any kind or donations on behalf of CGI at any time.

4.9 Insider Information

Confidential or insider information about CGI or other public companies may not be used as a basis for trading in the securities of CGI or such other companies. It is illegal for CGI Third Parties to take advantage of confidential or insider information to trade in the securities of CGI or other public companies or provide other third parties with any information that could be used as a basis for trading in securities of CGI or such other companies.

5 FINANCIAL STRENGTH

Accuracy and reliability in the preparation of all business records is critical to CGI's decision making process and to the proper discharge of CGI's financial, legal, and reporting obligations.

5.1 Maintain Financial Integrity in Books and Records

CGI Third Parties shall maintain the integrity of their books and records and comply with sound accounting practices. All business records, expense accounts, invoices, bills, payroll, member records, and other reports are to be prepared with care and honesty. False or misleading entries related to CGI agreements or business dealings are not permitted in CGI Third Parties' books and records. CGI Third Parties shall provide CGI with reasonable access to business records and employees related to matters involving CGI.

5.2 Submit Accurate Proposals and Invoices to CGI

CGI Third Parties preparing proposals, bids, or contract negotiations on behalf of CGI and its clients must be certain that all statements, communications, and representations are current, accurate, and complete. CGI Third Parties shall submit accurate invoices and promptly correct any errors.

6 CORPORATE SOCIAL RESPONSIBILITY

6.1 Comply with Applicable Environmental Laws

CGI is committed to preserving and enhancing the environment in the communities where its various businesses operate through responsible and environmentally-oriented operating practices. CGI Third Parties are encouraged to participate in undertakings geared to improving the environment in both their workplace and community and shall comply with all applicable environmental laws, regulations, and standards.

7 VIOLATIONS OF CGI'S THIRD PARTY CODE OF ETHICS

Failure to comply with this Code and/or with applicable laws and regulations may result in termination as a CGI Third Party and, as appropriate, referral of the matter to local authorities.

CGI Third Parties must report to CGI any conduct, including conduct of any CGI member, that it believes in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interests of CGI and CGI Third Parties. CGI takes all allegations seriously.

To report an incident, you may contact CGI confidentially in one of the following ways:

- By sending an email to ethics@cgi.com
- By calling the CGI hotline toll-free 24 hours a day, 7 days a week, as follows:
 - In North America: Dial (800) 422-3076
 - International: Dial 0 (503) 748-0564 (reverse charges, when asked for name say "CGI Group Inc.")
- By filing a report on the CGI Ethics Website (www.cgi-en.ethicspoint.com)



**THIRD PARTY CODE OF ETHICS
ACKNOWLEDGEMENT AND AGREEMENT**

The undersigned CGI Third Party acknowledges and agrees that:

1. It has received and read the CGI Third Party Code of Ethics (this “**Code**”);
2. It shall comply with and agrees to be bound by this Code and will not take any action or fail to take any action on behalf of CGI Group Inc. or any of its subsidiaries and affiliates (individually and collectively referred to as “**CGI**”) contrary to this Code;
3. It shall ensure that its employees, subcontractors, and other representatives that supply products and/or services to CGI act in accordance with this Code; and
4. This Code shall form part of any agreement entered into between the CGI Third Party and CGI whether or not expressly incorporated into such agreement.

CGI Third Party Company Name

Signatory Name:

Title:

Date