



GREAT-WEST
FINANCIAL™



EMPOWER
RETIREMENT™

Vendor Code of Conduct

Great-West Financial is committed to the values of partnership, integrity and commitment in all it does. High standards of conduct are important in maintaining the trust and confidence of our clients, shareholders, others with whom we do business, and the communities in which we live and work. All vendors of Great-West Financial are expected to conduct themselves with both personal and professional integrity.

In this Vendor Code of Conduct, the term “Great-West Financial” refers to Great-West Life & Annuity Insurance Company and its affiliates. The term “Vendor,” “you” or “your” as used herein refers to Great-West Financial’s vendors, their subcontractors and their respective employees and contractors providing products or services to Great-West Financial.

1. Purpose and Scope

This Vendor Code of Conduct (the “Code”) sets out standards of business conduct you must follow in providing services and/or products to Great-West Financial. This Code applies to your conduct, your interaction with Great-West Financial, its employees, clients, vendors, and business partners, and your access to Great-West Financial’s facilities and property. You are responsible to notify all subcontractors and individuals providing services by or through you of their obligations under this Code and to ensure that all such parties comply with its terms. Your breach of this Code may result in termination of your services to Great-West Financial. Such breach may also subject you to civil and/or criminal sanctions.

This Code may be updated or amended from time to time. It is your responsibility to review this Code and any amendments periodically to ensure you are in compliance with it. To the extent there are any ambiguities or conflicts between the terms of any agreement entered into between you and Great-West Financial and the terms of this Code, the conflicting provisions of the agreement will prevail. Notwithstanding anything to the contrary herein, none of your subcontractors, affiliates or third party suppliers (collectively, “Vendor Parties”), or any of your personnel or the personnel of such Vendor Parties, will be deemed to be third party beneficiaries of this Code.

2. Obligation to Report

You must promptly report any known or suspected breach of this Code to Great-West Financial. This applies whether the breach, suspected breach or activity involves you, Great-West Financial, or another company or individual with whom Great-West Financial

does business. **Appendix A** provides further information for reporting any such violation. Great-West Financial takes all breaches and suspected breaches seriously and, therefore, requires that they be investigated and responded to on a timely basis. You must cooperate fully with all such investigations.

3. Compliance with Laws

You are required to comply with all applicable laws, including applicable Federal, state, local and agency laws of the United States, as well as applicable laws (including export and import laws) in the country of manufacture of your products or any country from which your services are provided.

4. Behavior in the Workplace

Great-West Financial is committed to providing a workplace in which all people are treated with dignity and respect. Great-West Financial will not tolerate unlawful discrimination or harassment, or other unacceptable behavior in the workplace.

Discrimination and Harassment

Great-West Financial requires its Vendors to provide a nondiscriminatory working environment that is committed to providing equal opportunities in employment, appointment, and advancement. Discrimination or harassment on the basis of, among other things, age, sex, sexual orientation, race, national origin, religion, disability or any other status protected under applicable law (each a "Prohibited Ground of Discrimination") is prohibited. You are required to comply with all applicable laws concerning discrimination in hiring and employment practices.

Vendor shall not tolerate or permit sexual harassment or any other form of harassment. Harassment includes any unwelcome comment or conduct related to a Prohibited Ground of Discrimination that might reasonably be expected to cause a person undue offense, where:

- the conduct has the purpose or effect of unreasonably interfering with an individual's performance; or
- the conduct creates an intimidating, hostile or offensive working environment. Harassment includes conduct that is abusive, threatening, demeaning or humiliating.

Other Unacceptable Behavior

You must treat everyone you deal with in your work for Great-West Financial with dignity and respect. Great-West Financial will not tolerate threats, violence or other inappropriate behavior in the workplace.

Alcohol and Drugs

The use of alcohol and drugs may have a negative impact on your performance and on Great-West Financial's reputation. Vendors shall not assign any personnel to provide services to Great-West Financial who are impaired by drug or alcohol use. In addition, the use or possession of illegal drugs on Great-West Financial property is prohibited at all times. Alcohol use is prohibited on Great-West Financial property, except under special circumstances specifically authorized by Great-West Financial, such as when alcohol is served at Great-West Financial sponsored events.

Solicitation

Vendors will often work closely with Great-West Financial personnel in the performance of services for Great-West Financial. Vendors will not solicit for employment any Great-West Financial personnel with whom the Vendor has contact in the performance of services for Great-West Financial.

5. Personal and Confidential Information

Great-West Financial respects the privacy of personal information received from policyholders, clients, employees, and other individuals. Personally Identifiable Information ("PII") is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Examples of PII include (without limitation) an individual's home address and phone number, family and employment status, social security number, PIN number, health information, and financial information. All PII obtained by you in connection with your services to Great-West Financial shall be considered Great-West Financial's confidential information and subject to the obligations described below. In addition, most jurisdictions have regulations relating specifically to the protection of PII. You must be familiar with those regulations and use PII only as necessary to perform your services and in compliance with all such regulations. Without Great-West Financial's prior written consent, you shall not transmit or take any PII of Great-West Financial to locations outside of the United States of America, and you shall comply with all other security and confidentiality requirements communicated to you by Great-West Financial in your handling of Great-West Financial's PII.

Confidential information of Great-West Financial, its employees, clients, vendors and business partners who have entrusted non-public to Great-West Financial (collectively, "Confidential Information") may be available or accessible to you in the course of your engagement with Great-West Financial. You must not disclose Confidential Information to any person outside of Great-West Financial, except as required by law. Any disclosure of Confidential Information outside of Great-West Financial must be approved by Great-West Financial.

Examples of Confidential Information include PII as well as non-public information about Great-West Financial's:

- operations, results, strategies and projections;
- business plans, business processes, and client relationships;
- product pricing, and new product and other business initiatives;
- prospective or actual clients, customers, suppliers, re-insurers or advisors;
- technology systems and proprietary products;
- lawyer/client communications;
- merger, acquisition, and divestiture plans, and
- clients, vendors, and business partners who have entrusted Great-West Financial with such information.

You are responsible for protecting any Confidential Information in your possession against theft, loss, unauthorized disclosure, access or destruction, or other misuse. To protect Confidential Information, you should:

- only disclose Confidential Information to others, including personnel within Great-West Financial, on a need-to-know basis, or when authorized to do so;
- control access to Confidential Information by, for example, not leaving it unattended in conference rooms or discarding it in a public place; and
- refrain from discussing Confidential Information in public where you may be overheard, including in elevators, in restaurants, in taxis or on airplanes.

Your obligation to protect Great-West Financial's Confidential Information continues after your engagement with Great-West Financial has ended. As well, any documents or materials containing Great-West Financial's Confidential Information must be promptly returned to Great-West Financial at the end of your engagement.

6. Conflicts of Interest

You must disclose all actual or potential conflicts of interest. Disclosures should be made to a Code Officer as described in Appendix A. Some conflicts may be permissible if they are disclosed and approved. Otherwise, conflicts must be avoided.

Many situations could give rise to a conflict of interest or to the appearance of a conflict of interest, such as the following:

- using Great-West Financial property, information, or relationships for direct or indirect personal gain;
- providing gifts, entertainment, benefits, compensation, or any other advantages that could influence, or appear to influence, business decisions involving Great-West Financial; or

- using relationships with Great-West Financial personnel, such as a spouse, relative or close friend, to obtain work or business from Great-West Financial.

These are just examples. Since it is not possible to list all potential conflicts, you must exercise good judgment and common sense in anticipating situations that may give rise to a conflict of interest.

Conflicts will be reviewed upon disclosure. When the review is completed, you will receive a written response from a Code Officer.

7. Gifts and Entertainment

Gifts and entertainment from Vendors are only permitted under very limited circumstances. Before offering or providing anything of value (including meals and entertainment) to Great-West Financial personnel, you should be certain that you are permitted to do so.

A “gift” is anything of value for which a person is not required to pay the retail or usual and customary cost. A gift may include, but not be limited to, meals, products, services, travel, tickets to entertainment or sporting events, or other accommodations. Any gift or entertainment provided must be reasonable and modest, considered an accepted business practice, and legal.

Please refer to the Conflict of Interest section of this Code for further guidance regarding gifts and entertainment.

8. Honesty, Fair Dealing and Bribery and Anti-Corruption Policy

In carrying out duties for Great-West Financial and in your general business conduct, You shall at all times deal fairly and honestly, and You shall not take unfair advantage of others through manipulation, concealment, abuse of confidential information, misrepresentation, or other unfair business practices.

Bribery, extortion, corruption, or attempts to otherwise inappropriately influence people in order to obtain a business advantage or access is prohibited. Without limiting the foregoing, you may not give, offer, or promise anything of value to anyone, whether a government official, corporate representative or other party, to influence actions or to obtain an improper advantage for yourself, Great-West Financial, or any third party. You shall maintain your own internal policies and procedures to comply with all applicable laws pertaining to bribery and corruption.

9. Fraud Prevention

In carrying out duties for Great-West Financial and in your general business conduct, you must not initiate, participate or assist in fraudulent or dishonest activities. Such activities include, but are not limited to:

- theft, embezzlement or misappropriation of Great-West Financial funds or property, or the property or funds of others;
- falsification, misuse, or unauthorized removal of client or Great-West Financial records;
- false representation or concealment of information.

10. Insider Trading and Reporting

Buying or selling securities while in possession of material non-public information that you acquire through your relationship with Great-West Financial is prohibited, as is the communication of that information to others, whether expressly or by way of making a recommendation for the purchase or sale of such securities based upon that information.

For these purposes, “material non-public information” is information that:

- has not been generally disclosed to the public through a news release, a communication to shareholders, or widely reported media coverage; or
- significantly affects, or would reasonably be expected to have a significant effect on, the market price or the value of any securities of a company, or that could affect the decision of a reasonable investor.

If you become aware of any material non-public information (as defined above):

- You may not buy, sell, or otherwise trade in securities that may be affected by such information, either on your own account, or any account over which you exercise control, either for yourself or with others. Trading with knowledge of material non-public information is illegal under applicable securities laws.
- You may not disclose material non-public information (a practice commonly referred to as “tipping”) except in the necessary course of business. If you must communicate material non-public information in the necessary course of business, you should generally advise the recipient not to disclose the information, and not to buy, sell or otherwise trade in the securities of such company until such time as the information has been generally disclosed to the public. You should be careful to avoid disclosing material non-public information to your spouse, family members, friends, and others as this could be considered tipping. Tipping is illegal under applicable securities laws.

These prohibitions are applicable no matter how you acquired the inside information. They are applicable to the securities of Great-West Financial and any other entities about which you obtained material non-public information in the course of providing services for Great-West Financial.

11. Records

Great-West Financial records include all documents and data, whether paper or electronic, that are produced or received in the course of doing Great-West Financial business. Great-West Financial has established certain record-keeping policies for document retention and destruction in order to comply with applicable law and business requirements. You are expected to adhere to those controls and policies as communicated to you by Great-West Financial.

You are prohibited from falsifying any record or account relating to the business of Great-West Financial, its clients, vendors, business partners, and employees. In addition, you must not conceal, destroy or alter any Great-West Financial records that are relevant to any pending, threatened or anticipated regulatory investigation or legal proceeding. Such records must be retained until the matter is finally determined and you are otherwise instructed by legal counsel for Great-West Financial. If you believe that any Great-West Financial records in your possession are, or may be, the subject of litigation, audit or investigation, you must notify and consult with a Code Officer (see Appendix A). Failure to retain required Great-West Financial records may result in criminal and civil proceedings against you and Great-West Financial.

12. Communicating with Others

Personal Communications

Your personal communications should not identify Great-West Financial or your engagement to provide products or services to Great-West Financial. Do not use Great-West Financial letterhead, envelopes, fax cover sheets, or other communication materials containing Great-West Financial's name, logo or trademark for your personal communications unless you are authorized to do so by Great-West Financial. In particular, in any personal communication with politicians, public officials, industry or professional associations, the media or the general public, you should not lead people to believe that you are expressing the views of Great-West Financial.

Public Communications and Social Media

You shall not comment or provide information relating to Great-West Financial's businesses with respect to any products and/or services you provide in public forums (including internet chat rooms, bulletin boards, blogs, social and business networking sites) unless you are specifically authorized to do so by Great-West Financial. You should not make any statements on behalf of Great-West Financial.

13. Use of Great-West Financial Resources

Vendors are required to protect Great-West Financial's resources, as well as the resources of its employees, clients, vendors and business partners. Great-West Financial resources include all equipment, supplies, letterhead, documents, data (including, but not limited to, personal data of individuals maintained on Great-West Financial's systems), mail services,

phone services, e-mail and Internet access, and any other resources provided by Great-West Financial. In addition, Great-West Financial resources may include property of others that Great-West Financial has licensed, acquired or obtained permission to use. All such Great-West Financial resources are the property of Great-West Financial. You agree that your use of such Great-West Financial resources will comply with the following requirements:

- You shall use Great-West Financial resources only to provide services to Great-West Financial.
- You shall comply with all direction given you by Great-West Financial personnel with respect to your use of Great-West Financial resources.
- You shall use care and diligence to ensure that Great-West Financial resources entrusted to you are secure.
- You shall not remove Great-West Financial resources from Great-West Financial's facilities without specific written approval.
- You shall not use Great-West Financial resources in any way that is illegal, fraudulent, or inappropriate.
- You shall immediately return all Great-West Financial resources to Great-West Financial upon completion or termination of your services to Great-West Financial.
- You consent to Great-West Financial's inspection and use of any and all files, data and communications transmitted via or stored on Great-West Financial systems or equipment, including your personal files and e-mail messages on Great-West Financial systems.
- You shall not download or install unapproved software on Great-West Financial systems or equipment, remove any software from Great-West Financial systems or equipment, or copy, reverse engineer, or use any programs on Great-West Financial systems or equipment for any purpose other than the provision of services to Great-West Financial.
- You shall not disclose or provide access to Great-West Financial resources to any third party without written permission from Great-West Financial.
- You shall not duplicate copyrighted or patented material without permission from Great-West Financial.

14. Great-West Financial Intellectual Property

Great-West Financial's intellectual property is among its most valuable assets and Great-West Financial is committed to protecting it. Great-West Financial's intellectual property includes:

- brands, logos, slogans, domain names, business names, and other identifying features used to identify Great-West Financial and its products or services;
- software, scripts, interfaces, documentation, advertising and marketing materials, content (such as website content) and databases;
- trade secrets, ideas, inventions, systems and business processes; and
- Confidential Information, as addressed in the Personal and Confidential Information section of this Code.

You must use Great-West Financial's intellectual property only as required to provide services to Great-West Financial. Intellectual property created while carrying out the duties of your engagement with Great-West Financial, or using any Great-West Financial resources, is owned by Great-West Financial, unless otherwise specified in any written agreement between you and Great-West Financial.

You shall provide assistance as requested by Great-West Financial, both during and after engagement or appointment, in connection with its attempts to evidence, register or enforce its rights in such intellectual property, including the rights afforded by trademarks, copyrights and patents. Great-West Financial may require you to waive or assign all rights, title and interest in such intellectual property to Great-West Financial.

15. Summary

This Code cannot address every situation that may pose a legal or ethical issue. In the event that you encounter a situation for which this Code does not provide specific guidance, the following questions may help you make the right decision:

- Is it fair and ethical?
- Is it legal?
- How would this situation be perceived by a co-worker, a client, a shareholder or a regulator?
- How would this situation be perceived if it were made public?
- Are my actions consistent with the overall values described in this Code?

If you are unsure of the proper conduct in a particular situation, or would like further guidance, please contact a Code Officer (see Appendix A for additional information).

Appendix A

This Appendix A addresses the reporting of violations of the Code or any disclosures required under the Code. Violations of the Code or disclosures may be reported as set forth below.

Submission of Reports

1. Manner of Submission

Reports may be made by (i) completing the Report Form attached as Appendix A-1 hereto and sending it by mail to the Code Officer; or (ii) contacting the Code Officer by telephone.

Reports submitted on a confidential basis should be submitted using a sealed envelope marked with the following legend, modified to show the appropriate recipient:

CONFIDENTIAL – TO BE OPENED ONLY BY THE [CHIEF COMPLIANCE OFFICER or the GENERAL COUNSEL]

A request for confidential treatment means that the name of the person submitting the report will be revealed only (i) to the Code Officer receiving the report; (ii) to such other persons as the Code Officer reasonably determines advisable in order to carry out an adequate evaluation or investigation of the matters described in the report; or (iii) as may be required by law, applicable regulatory authorities or a court of competent jurisdiction.

2. Code Officers

Reports may be submitted to either of the following individuals (“Code Officers”): Great-West Financial’s Chief Compliance Officer or Great-West Financial’s General Counsel.

Code Officer Contact Information		
Mail:	Chief Compliance Officer Great-West Life & Annuity Insurance Company 8525 E. Orchard Road, 2T3 Greenwood Village, CO 80111	General Counsel Great-West Life & Annuity Insurance Company 8525 E Orchard Road, 2T3 Greenwood Village, CO 80111
Telephone:	303-737-3000	303-737-3000

Appendix A-1 - Report Form

Purpose of this form: This form is to be used to report violations or make disclosures as required under Great-West Financial's Vendor Code of Conduct.

Part I

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Part II

I am an employee of the following Vendor: _____

Would you like to discuss this matter with the Code Officer? Yes No

Part III

Department(s) and/or individual(s) involved in this matter:

Describe all relevant facts:

Describe how you became aware of this matter:

Describe any steps taken to remedy the matter of which you are aware:

