



TEACHERS' PENSION BOARD OF TRUSTEES

CODE OF CONDUCT and CONFLICT OF INTEREST POLICY

Effective: December 10, 2014

Revised: June 1 – 2, 2026

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Code of Conduct and Conflict of Interest Policy

1. PREAMBLE

This Code of Conduct applies to the Teachers' Pension Board of Trustees (the "Board"), the individuals appointed to the Board (individually a "Trustee", together the "Trustees") and to committee members of the Teachers' Pension Plan (the "Plan"), including those committee members who are not Trustees. However, the responsibility for the administration of this Code of Conduct rests solely with the Board.

The Plan and the activities of the Board are governed by the Teachers' Pension Plan Joint Trust Agreement (the "**Joint Trust Agreement**") and the Teachers' Pension Plan Rules (the "**Plan Rules**"). The Joint Trust Agreement provides that the Plan's assets are owned by the Board subject to an obligation to hold and administer such assets for the benefit of others. Specifically, each Trustee has the power and responsibility to own and manage the Plan's assets on behalf of the Plan members, former Plan members and their beneficiaries (the "**Plan Beneficiaries**") and to pay benefits in accordance with the Plan Rules.

In exercising the powers or duties of a Trustee, each Trustee shall adhere to the following standard of care:

- act honestly, in good faith and in the best interests of the Plan Beneficiaries,
- exercise the care, diligence and skill that a person of ordinary prudence would exercise when dealing with the property of another person, and
- comply with the Board's policies (including this Code of Conduct and Conflict of Interest Policy), the resolutions of the Board, and applicable law.

Each Trustee is also a fiduciary in that each Trustee has a fiduciary relationship with the Plan Beneficiaries and is acting on their behalf while exercising discretionary powers and following a set of behavioural rules. Finally, the Board, as a group, is also the "administrator" of the Plan, as defined in the *Pension Benefits Standards Act* (British Columbia) (the "**PBSA**"), in that the Board is ultimately responsible in law for managing the Plan and its investments.

As a fiduciary, a Trustee is acting on behalf of the Plan Beneficiaries and must act in their best interests. At the same time, Trustees have an overriding responsibility to carry out the terms of the Plan while acting within the scope of the Joint Trust Agreement and Plan Rules. Everything a Trustee does must be for the benefit of the Plan Beneficiaries, not for themselves or the Trustee's appointing party, with the exception of the allocation of Surplus Assets as permitted by section 14.1(c) of the Joint Trust Agreement.

This Code of Conduct outlines the following primary fiduciary duties that apply to the Trustees. As discussed in greater detail below, these duties are to:

- comply with the terms of the Joint Trust Agreement, the Plan Rules and any other Plan documents;
- be loyal to the Plan Beneficiaries;

- act carefully and prudently;
- deal impartially, fairly and in good faith;
- act personally or delegate reasonably and responsibly; and
- disclose information where required.

This Code of Conduct also outlines principles of conflict of interest and confidentiality. The standard of care and fiduciary duties listed above do not represent an exhaustive list of the conduct required from the Trustees. For example, the Trustees must also adhere to the following principles:

- a Trustee must not divulge confidential information that the Trustee has received in such capacity to anyone other than persons who are authorized to receive the information;
- the duty to maintain information in confidence continues after the Trustee ceases to be a Trustee; and
- a Trustee must not engage in activity or speak publicly on matters where such action or representation could be perceived as an official act or representation of the Plan unless the act or representation is authorized by the Board.

2. KEY FIDUCIARY DUTIES

The Trustees recognize that, as trustees, their duties emanate from common law obligations, the Joint Trust Agreement and the Plan Rules as well as from other statutes that regulate the operation of pension plans generally. Such duties generally include the following:

2.1 Duty to comply with the Plan's terms

The Trustees' duties and responsibilities as trustees and fiduciaries are spelled out in the Joint Trust Agreement, the Plan Rules and other documents. Each Trustee should review and become familiar with the content of the following:

- Joint Trust Agreement;
- Plan Rules;
- Investment Management Service Agreement;
- Pension Administration Service Agreement;
- Annual Report including Audited Financial Statements;
- Statement of Investment Policies and Procedures;
- Funding Policy;
- Asset Liability Study;
- Actuarial Report;
- Governance Policy;
- Fiduciary Liability Insurance Policy;

- Post Retirement Group Benefit Plan Rules, Contracts and Agreements;
- List of Trustees and Professional Advisors;
- this Code of Conduct and Conflict of Interest Policy; and
- the Board’s operational policies.

2.2 Duty to be loyal to the Plan Beneficiaries

The duty of loyalty is the cornerstone of the fiduciary relationship. Each Trustee must act honestly, in good faith and in the best interests of the Plan Beneficiaries and any other persons to whom a fiduciary duty is owed. The duty of loyalty is a personal duty which cannot be delegated.

Trustees must not knowingly permit their own interests to conflict with their duties and powers in respect of the Plan Beneficiaries and the Plan. They cannot serve interests of others where those interests and the interests of the Plan Beneficiaries are in conflict. There can be no self- interest, self-dealing, or conflict of interest. (Despite the previous statement, a broadly applicable entitlement to a pension or other benefit under the Plan by a Trustee does not in itself constitute a conflict of interest.)

Trustees should only take into account considerations relevant to the interests of the Plan Beneficiaries when making a decision. In doing so, a Trustee should not consider the interests of other third parties, including the party that appointed the Trustee, except to the extent doing so is in the best interests of the Plan Beneficiaries.

Section 14.1(c) of the Joint Trust Agreement provides for a significant exception to the duty of loyalty when the Trustees are considering the use of surplus assets. In this single circumstance, Trustees are freed of their duty of loyalty to the Plan Beneficiaries and can take into account the interest of the party that appointed the Trustee.

Trustees cannot take advantage of their position on the Board. If they find themselves in a conflict of interest position, they must avoid the conflict in advance or declare it and remove themselves from consideration of the issue. The policy related to conflicts of interest is described in greater detail below in Section 4.

2.3 Duty to be careful and prudent

To satisfy the standard of care imposed on Trustees, they must exercise the care, diligence and skill that a person of ordinary prudence would exercise when dealing with the property of another person. They cannot take the same risks as they might take with their own affairs. Rather, they must avoid undue risk and exercise their power of investment so as to yield the best return for the present and future Plan Beneficiaries.

With respect to the Plan investments, Trustees must adhere to legislation and make decisions in the best financial interests of the Plan Beneficiaries. The Plan assets must be invested in a manner that a reasonable and prudent person would apply in respect of a portfolio of investments made on behalf of another person to whom there is owed a

fiduciary duty to make investments without undue risk of loss and with a reasonable expectation of a return on the investments commensurate with the risk.

While every Trustee must apply the Trustee's training, experience and knowledge in the discharge of the Trustee's duties and responsibilities as a Trustee, all Trustees are held to the same standard of care, regardless of their training, experience or knowledge. Trustees do not have to be infallible. They can make mistakes so long as the process that was used to reach the decision was prudent.

2.4 Duty to deal impartially, fairly and in good faith

Trustees must use procedural fairness in making decisions. Trustees represent all Plan Beneficiaries and must use an even hand. They cannot play favourites with individuals or groups. They must apply the same rules and interpretations under the same circumstances within the rules governing the Plan. However, this does not mean that all groups within the Plan have to be treated the same or will receive equal benefits from the Plan.

As a result, a Trustee cannot be both an advocate and a judge when making a decision. If this possibility could occur, the Trustee should step aside from consideration of the issue.

2.5 Duty to act personally or delegate reasonably and responsibly

Trustees cannot be expected to handle all responsibilities on their own or to be all knowledgeable. They may get assistance if it is prudent to do so. In many cases, it would be imprudent not to delegate in order to get something done and done well. However, the Board must delegate carefully by choosing well, instructing clearly, and supervising carefully.

Trustees should understand that they must actively participate in the deliberations of the Board. A Trustee cannot argue that it was the other Trustees that made the decision. Voting against a matter at a meeting generally will not relieve a Trustee of liability for the matter in question if the Trustee could have taken further steps to prevent the action, for example, applying to the court for injunctive relief.

2.6 Duty to disclose

The Board has the responsibility to inform Plan Beneficiaries, in a timely manner, of their rights, entitlements and obligations under the Plan, and of amendments to the Plan that relate to the Plan Beneficiaries. The Plan Beneficiaries' statutory disclosure rights are described in detail in the PBSA and its regulations. The PBSA and its regulations include the requirement to provide information annually or when a specific event occurs such as termination, death or retirement, and on request.

A Trustee also has a duty to disclose to the Board any conflict of interest. The onus is on the Trustee to make the disclosure to avoid situations that would otherwise place the Trustee in a conflict of interest or perceived conflict of interest and thus place the Board in a position that makes it impossible to fulfill its legal duties.

3. SOURCES OF PROTECTION

The Trustees are personally liable for any breach of trust they commit. While the potential liability that the Trustees face can be significant, several legal protections are available to them. Such protections generally include the following:

3.1 Diligence

The most obvious protection for Trustees is to prevent the liability from arising in the first place. While it is not possible to prepare a definitive and all-encompassing list of duties and responsibilities of Trustees, the Board as a whole should do the following:

- where appropriate, obtain professional advice on legislation and guidelines that are relevant to the activities of the Board;
- where appropriate, obtain professional advice in writing on important decisions;
- periodically or on major issues where advisors have provided advice, consider independent outside advisors for a fresh perspective;
- ensure that risk and control frameworks are reviewed;
- ensure that the committees, the administrative agent and the investment manager report regularly to the Board; and
- ensure that the Board acquires and maintains fiduciary liability insurance coverage.

The most important steps a Trustee can take with respect to the protection from liability are to prepare for, attend, and fully participate in every Board and applicable committee meeting. If, in preparing for a meeting, a Trustee determines the meeting materials are not sufficient, the Trustee must seek to have appropriate materials circulated before the meeting. In addition, every Trustee should do the following:

- review opinions given by professional consultants;
- review the minutes of all meetings for accuracy and completeness; and
- know what trust property or accounts are held; and
- avoid real or perceived conflicts of interest.

3.2 Indemnification

The Joint Trust Agreement contains an indemnity clause that provides protection for each Trustee against costs, charges and expenses resulting from an action or proceeding in which a Trustee is involved due to the Trustee's role, if the Trustee's actions were taken in good faith and the Trustee had reasonable grounds for believing that the Trustee's actions were lawful.

3.3 Legal and Judicial Advice

If the Board is unsure of its legal responsibility, and thus liability, it can seek legal or

judicial advice or direction. Acting on incorrect legal advice does not, however, cure a breach of trust.

Section 86 of the *Trustee Act* (British Columbia) permits a trustee to obtain the court's opinion, advice or direction on a question respecting the management or administration of the Plan. Section 87 of the *Trustee Act* (British Columbia) confers protection on a trustee who acts in accordance with the court's opinion, advice or direction given under section 86.

Trustees may also be able to claim relief under section 96 of the *Trustee Act* (British Columbia), which permits the court to relieve a trustee, wholly or partly, from personal liability for breach of trust if it appears that the trustee acted honestly and reasonably.

3.4 Liability Insurance

The Joint Trust Agreement permits the Board to purchase errors and omissions insurance and/or fiduciary liability insurance.

The Board has purchased general liability insurance to cover costs and expenses incurred in a court challenge against a Trustee or the Board. The insurance has a deductible and policy limit. There is, however, no protection against any acts that contravene the law.

4. CONFLICTS OF INTEREST

4.1 Preamble

Except as provided in Section 14.1(c) of the Joint Trust Agreement, Trustees must not knowingly permit their personal interests, their personal interests derived from their roles with other organizations, or their duties to other persons or organizations, to conflict or appear to conflict with their duties and powers in respect to the management of the Plan and the fund. Entitlement to a pension or other benefit under the Plan does not in itself constitute a conflict of interest. Having personal interests or duties to other persons or organizations which might conflict with a Trustee's duties in respect of the Plan is not in and of itself a breach of a Trustee's duties in respect of the Plan. However, a Trustee must deal with actual or potential conflicts between such personal interests and duties and the Trustee's duties as a Trustee in accordance with this Section 4, including the Rules and Procedure set out in subsections 4.2 and 4.3.

A **conflict of interest** exists when a Trustee has an official power or duty which could be exercised or performed in a manner which, to the Trustee's knowledge, would further the Trustee's private interest.

A **perceived conflict of interest** exists when there is a perception, which a reasonably well informed person could have, that a Trustee's ability to exercise the power or perform an official duty or function was or will be affected by the Trustee's Private Interest.

4.2 Conflict of Interest Rules

Based on the principles in subsection 4.1, the Board has adopted the following conflict of interest rules. While these conflict of interest rules are comprehensive, they are not exhaustive. Matters not addressed in these rules must be dealt with in a manner consistent with the principles in subsection 4.1.

- (a) A Trustee must disclose any direct or indirect interest the Trustee has in a proposed or completed contract or transaction between the Board and a service provider to the Board as soon as the Trustee becomes aware of the proposed or completed contract or transaction.
- (b) A Trustee must not exercise any decision making power which could bring about financial benefit to the Trustee (other than in the Trustee's capacity as a member of the Plan) due to the Trustee's financial holdings, business interests, family relationships, personal relationships, property interests or other reasons.
- (c) A Trustee must not directly or through an intermediary enter into contracts or transactions where to do so may be detrimental to the Plan's best interests or where the activity is in conflict with the proper discharge of the Trustee's duties to the Plan Beneficiaries.
- (d) A Trustee must not directly or through an intermediary engage in any transactions, contracts or arrangements for personal profit which accrue from or are based on the Trustee's official position or authority or upon confidential or non-public information which the Trustee gains by reason of such position or authority.
- (e) Annually, each Trustee must disclose to the Board all financial interests that the Trustee has: (i) in an entity that has a business relationship with the Plan, or (ii) that otherwise may be relevant to Plan Beneficiary and other stakeholder confidence in the integrity, objectivity and impartiality of the Board, by completing and submitting to the Board Secretary the form set out in Appendix A.
- (f) A Trustee must not directly or through an intermediary use information that is gained through the Trustee's position or authority, which is not available to the general public, in order to further the Trustee's Private Interest. A Trustee must also not provide such information to any person, other than as permitted or required by the Joint Trust Agreement, Plan Rules, the Board's policies or applicable law.
- (g) A Trustee must not assist organizations or persons in their dealings with the Board or a service provider to the Board so as to cause preferential treatment to that organization or person.
- (h) A Trustee must not use trust property to pursue the Trustee's Private Interests or the interests of Related Persons for material personal gain where such use would result in additional material cost or any material loss to the Plan or otherwise detracts from the Trustee's performance of duties to the Plan. Trust property

includes real and tangible items such as land, buildings, furniture, fixtures, equipment, and vehicles and also includes intangible items such as data, computer systems, reports, information, proprietary rights, patents, trademarks, copyrights, logos, name, and reputation.

- (i) A Trustee must not purchase trust property except with the Board's prior approval and on the same conditions that such property would be sold to an arm's length purchaser.
- (j) A Trustee must not solicit or accept benefits, entertainment or gifts in exchange for or as a condition of the exercise of the Trustee's duties or powers or as an inducement for performing an act associated with the Trustee's duties or responsibilities.
- (k) A Trustee generally may accept gifts, hospitality or other benefits associated with the Trustee's official duties and responsibilities if such gifts, hospitality or other benefits:
 - (i) are within the bounds of propriety, a normal expression of courtesy, or within the normal standards of hospitality;
 - (ii) would not bring suspicion on the Trustee's objectivity and impartiality; and
 - (iii) would not compromise the integrity of the Plan.
- (l) An improper benefit should be returned to the person offering it as soon as practicable. If there is no opportunity to return an improper gift or benefit, or where the return may be perceived as offensive for cultural or other reasons, the gift must immediately be disclosed to the Chair and turned over to the Plan which will make a suitable disposition of the item.
- (m) Annually, each Trustee must disclose to the Board all other positions they hold, or held in the preceding year, as a director, officer or trustee (or similar position) of another organization by completing and submitting to the Board Secretary the form set out in Appendix B.
- (n) A Trustee must refrain from conduct which compromises or may be perceived to compromise the Trustee's ability to carry out the Trustee's duties in an impartial manner and must be mindful that the Plan Beneficiaries may not distinguish between the Trustee's role in the Plan and the Trustee's role in outside activities.
- (o) A Trustee, after ceasing to be a Trustee, remains subject to these conflict of interest rules to the extent necessary to give effect to them.
- (p) A Trustee's political activities must be clearly separated from activities related to the Trustee's appointment. In engaging in political activities, in relation to the Trustee's duties and responsibilities, a Trustee must remain impartial and retain the

perception of impartiality.

- (q) A Trustee must report to the Chair or Vice-Chair any activity of another Trustee or Trustees which the Trustee believes:
 - (i) represents a real or apparent conflict of interest or breach of these standards of conduct;
 - (ii) represents a misuse of trust funds or assets; or
 - (iii) contravenes the Board's policies.
- (r) A Trustee applying for employment with the British Columbia Pension Corporation, the British Columbia Investment Management Corporation, or the College, Public Service and Teachers' boards as employers must declare the Trustee's interest in the position to the Board and manage the Trustee's Board participation in accordance with this Policy. Upon accepting a position with the British Columbia Pension Corporation, the British Columbia Investment Management Corporation, Municipal Pension Plan, or the College, Public Service and Teachers' boards as employers, a Trustee must resign from the Board.

4.3 Addressing a Conflict of Interest

- (a) *Disclosure of a Conflict.* A Trustee must disclose any conflict of interest or perceived conflict of interest (a "**Conflict**"), or any potential Conflict, in accordance with the rules set out in subsection 4.2.
- (b) *Information Gathering.* If a Trustee makes a disclosure pursuant to paragraph (a) or the Board otherwise becomes aware that a Trustee may have a Conflict, the Chair (or, if the Chair is conflicted, the Vice Chair or another designated Trustee) shall review the possible Conflict with the affected Trustee and obtain such information as is necessary to permit the Board to assess the matter.
- (c) *Board Determination.* The Chair (or other individual specified in paragraph (b)) shall present the possible Conflict to the Board. The Trustee who has disclosed the possible Conflict must be absent from any portion of the Board's discussion and vote in respect of determining whether a Conflict exists, except to provide information at the Board's request under the process described below.

The Board, by a majority vote of the Trustees present at the meeting (but excluding the Trustee who has disclosed the possible Conflict), shall decide:

- (i) whether the Trustee has a Conflict and the nature of the Conflict;
- (ii) whether the Trustee might have information not available to the other Trustees that would be beneficial for the Board to consider in its deliberations; and
- (iii) whether it is appropriate for the Board to hear the information from the

Trustee and what limitations, if any, shall apply to the Trustee’s provision of such information.

- (d) If the Board determines that the Trustee has no Conflict, the Trustee will be invited back into the meeting and shall be permitted to participate fully in the Board’s discussion and decision-making on the matter. Notwithstanding such determination, the Trustee may voluntarily refrain from participation out of an abundance of caution.
- (e) If the Board determines that the Trustee has a Conflict (the “**Conflicted Trustee**”) and that the Conflicted Trustee has information that would be useful and appropriate for the Board to hear, the Conflicted Trustee shall be invited into the meeting to provide the information, subject to any limitations imposed by the Board. Once the requested information has been provided and questions answered, the Conflicted Trustee shall absent themselves from the meeting and shall not participate in the Board’s deliberations or decision-making on the matter.
- (f) If the Board determines that the Trustee has a Conflict and that it either does not wish to receive any information from the Conflicted Trustee or it is not appropriate to receive any information from the Conflicted Trustee, the Conflicted Trustee shall remain absent from the meeting until the Board’s deliberations on the matter have concluded.
- (g) *Recordkeeping.* The disclosure of the Conflict, the Board’s determination, and any limitations on the Trustee’s participation shall be recorded in the minutes in a manner appropriate to the circumstances and consistent with confidentiality requirements.

4.4 Definitions

For the purpose of this Section 4 the following terms are defined:

Private Interest	A private interest is not limited to a pecuniary or economic advantage and can include any real or tangible interest that personally benefits the Trustee. A private interest does not include an interest arising from the exercise of an official power or the performance of an official duty or function that: <ul style="list-style-type: none">(a) applies to all Plan Beneficiaries;(b) affects an individual as one of a broad class of Plan Beneficiaries; or(c) concerns the remuneration and benefits of the Trustee.
Spouse	Spouse means a person to whom the individual is married or with whom the individual is living in a marriage-like relationship for a period of at least two years. Spouses do not include those who are separated and living apart, or those who

have entered into written agreement under which they have agreed to live apart, or those who are the subject of an order of the court recognizing the separation.

Related Person Spouse, associates, immediate family, friends or persons with whom the Trustee is connected by frequent or close association, or a private corporation or other entity controlled by any or a combination of these individuals.

5. APPLICABLE LEGISLATION

Trustees' duties and responsibilities as trustees and fiduciaries are not limited to those duties and responsibilities described in the Joint Trust Agreement and the Plan Rules. Pension plans are also subject to the applicable provisions of legislation and regulations, including the following statutes and the regulations made thereunder:

Pension Benefits Standards Act (British Columbia)

Income Tax Act (Canada)

Public Sector Pension Plans Act (British Columbia)

Employment Standards Act (British Columbia)

Family Maintenance Enforcement Act (British Columbia)

Family Law Act (British Columbia)

Human Rights Code (British Columbia)

Trustee Act (British Columbia)

Freedom of Information and Protection of Privacy Act (British Columbia)

Limitation Act (British Columbia)

Wills, Estates and Succession Act (British Columbia)

Ombudsman Act (British Columbia)

6. BOARD OPERATIONAL POLICIES

Trustees' duties and responsibilities as trustees and fiduciaries also include the responsibility to be familiar with and comply with the Board's operational policies.

Policies are located in the Diligent Resource Centre.

Trustees will review the Board's operational policies and this Policy upon initial appointment and regularly thereafter.

7. CONSEQUENCES

There are a number of consequences that could apply to an individual, a group or the Plan if the Board does not fulfill its responsibilities. These consequences could result from an illegal or

inadvertent action.

The consequences could include fines and sanctions levied by the Superintendent of Pensions under the PBSA or by the Canada Revenue Agency under the *Income Tax Act* (Canada). The ultimate consequence is that the Plan would be de-registered by the Canada Revenue Agency thereby depriving Plan members of the tax deferred status of the Plan and thus the inability to deduct member contributions from taxable income. Lastly, courts could rule that fiduciary responsibilities have been violated.

If Trustees use any information gained as a result of their seat on the board for their own benefit, they may be required to pay to the Plan the entirety of that benefit.

As soon as the Chair or Vice-Chair is made aware of a breach or suspected breach of this Code of Conduct, the Chair or Vice-Chair must ensure that the matter is addressed by the Board in a timely fashion.

8. LEGAL DOCUMENTS SERVED ON TRUSTEES

Trustees may have legal documents served on them concerning Board business affairs. These documents are frequently detailed and usually include several deadlines for proposed action.

Upon receipt of the documents the Trustee should inform the Chair or Vice-Chair and courier the documents immediately to the Board Secretary. The Board Secretary will, on the Trustee's behalf:

- (a) check with the Board's legal advisors on the Trustee's legal and fiduciary responsibilities in the matter;
- (b) ensure that an appropriate legal response or instruction is sent to the complainant; and
- (c) provide the Trustee and the Board with a briefing on the issue.

9. TRUSTEE DISCLOSURES AND DECLARATION OF COMPLIANCE

Annually, each Trustee must confirm the Trustee's compliance with this Policy and the Board's operational policies in the prior year by completing and submitting to the Board Secretary the form set out in Appendix C.

The disclosures and declarations required under this Policy, in the forms set out in Appendices A, B and C, will be forwarded to each Trustee prior to the December quarterly Board meeting. Each Trustee must submit such disclosures and declarations, as applicable, to the Board Secretary prior to such meeting or within 30 days of request.

The Executive Director and the Chair will review the disclosures and declarations of each Trustee. The Chair will address any concerns arising from that review with the Trustee in question. If those concerns cannot be resolved in that discussion, the Chair will refer the matter to the Board for resolution in accordance with subsection 4.3.

10. REVIEW AND AMENDMENT

The Board will review this Code of Conduct and Conflict of Interest Policy at least every three years and either confirm or amend the Policy in such a manner as the Board considers appropriate.

Last amended: June 1 - 2, 2026

APPENDIX A: Trustee Disclosure of Relevant Financial Interests



ANNUAL DISCLOSURE OF RELEVANT FINANCIAL INTERESTS

I, the undersigned, as a Trustee of the Teachers' Pension Board of Trustees, hereby declare as follows:

(a) **Business Relationship with the Plan:** That I, my spouse and my children living with me, individually or collectively, currently have, or had during the year January 1, _____ to December 31, _____, the following financial interests in an entity that has, or had, a business relationship with the Plan:

Name of Entity	Nature of Business	Financial Interest	Business Relationship with Plan

(a) **Other Relevant Financial Interests:** That I, my spouse and my children living with me, individually or collectively, currently have, or had during the year January 1, _____ to December 31, _____, the following financial interests that may be relevant to Plan Beneficiary and other stakeholder confidence in the integrity, objectivity and impartiality of the Board (other than those listed in subsection (a) above):

Name of Entity	Nature of Business	Financial Interest

Dated at _____, British Columbia, this _____ day of _____, 20__.

Signature of Trustee

Name of Trustee (*please print*)

APPENDIX B: Trustee Disclosure of Other Positions Held



ANNUAL DISCLOSURE OF OTHER POSITIONS HELD

I, the undersigned, as a Trustee of the Teachers' Pension Board of Trustees, hereby declare that throughout all or part of the year January 1, _____ to December 31, _____ I held, or currently hold, the following positions of officer, director or trustee (or similar position) of organizations other than the Teachers' Pension Plan.

Name of Organization	Nature of Business	Title of Position Held	Period in the Year Position Held

Dated at _____, British Columbia, this _____ day of _____, 20__.

Signature of Trustee

Name of Trustee (*please print*)

APPENDIX C: Annual Trustee Declaration of Compliance



ANNUAL DECLARATION OF COMPLIANCE Code of Conduct and Board Operational Policies

I, the undersigned, as a Trustee of the Teachers' Pension Board of Trustees, hereby declare as follows in respect of the period _____, 20__ to _____, 20__:

1. Policies, etc.

I acknowledge that I have read and understood the Teachers' Pension Board of Trustees' Code of Conduct and Conflict of Interest Policy and operational policies in effect during this period.

2. Compliance

To the best of my knowledge, I fulfilled my duties as a member of the Teachers' Service Pension Board of Trustees in full compliance with the Code of Conduct and Conflict of Interest Policy and the Board's operational policies in effect during this period.

3. Records held by Trustees

I acknowledge that as a member of the Teachers' Pension Board of Trustees, I am responsible for the secure destruction of all board-related materials in accordance with the Board of Trustees Information Governance Policy 9 (BOT IG-9) – *Records in the Custody of Trustees* after a period of two years.

Dated at _____, British Columbia, this _____ day of _____, 20__.

Signature of Trustee

Name of Trustee (*please print*)