

Supplier Code of Conduct

October 2025

1. BACKGROUND

- 1.1. Intact is driven by its purpose to help people, businesses and society prosper in good times and be resilient in bad times. This is demonstrated by its focus on building resilient communities, delivering on the global climate strategy of its parent company, Intact Financial Corporation, and living its values in its operations and supply chain. Intact is committed to managing its own business impacts and supporting the transition to a low emissions and climate resilient economy. Intact Financial Corporation's Social Impact Report details Intact's strategy and progress on social impact and environmental, social and governance ("ESG") matters.
- 1.2. Intact expects its suppliers to uphold the principles of its approach to social impact and ESG by respecting human and labour rights, managing environmental impacts, acting fairly and ethically, and prioritising good and fair customer outcomes. Intact recognizes that suppliers are critical to its long-term success and can help build resilience in the communities in which they operate.
- 1.3. Intact requires its suppliers to operate in accordance with the supplier Code of Conduct (the "Code") set out in this Schedule [X] and in full compliance with all laws, rules, and regulations within the geographies in which they operate. This Code draws upon internationally recognized standards, such as the International Labour Organisation ("ILO") Declaration on Fundamental Principles and Rights at Work, the Universal Declaration of Human Rights ("UDHR"), and the UN Guiding Principles on Business and Human Rights.

2. COMPLIANCE

- 2.1. The Supplier shall comply with the obligations as detailed in this Code and shall retain documents that evidence its compliance with the Code. The Supplier shall continually review and self-monitor its compliance with the Code and shall communicate the Code with the Supplier Personnel. Intact reserves the right to assess the Supplier's compliance with this Code at any time, including the right to request and receive relevant documentation.
- 2.2. The Supplier shall promptly report any suspected or actual breach of this Code to Intact. Breaches shall be reported to the Supplier Relationship Manager or through EthicsPoint, an independent whistleblowing hotline. If the Supplier has concerns that an Intact employee has breached the principles set out in the Code, this should be reported through EthicsPoint.
- 2.3. The Supplier shall rectify, remediate, and prevent the recurrence of any breach of this Code and shall inform Intact of any such measures taken. If appropriate, Intact will follow internal investigation procedures when an issue is raised and will work with the Supplier to implement remedial action. Intact shall be entitled to terminate this Agreement, with immediate effect on written notice to the Supplier, in the event that the Supplier:
 - 2.3.1. fails to report a breach of this Code to Intact;
 - 2.3.2. fails to undertake appropriate measures to rectify a breach of this Code; or
 - 2.3.3. repeatedly breaches this Code.
- 2.4. Intact understands that the Supplier's procedures and controls to ensure compliance with the Code will vary depending on the size of the Supplier and the goods or services it provides. Intact therefore expects that procedures and controls are reasonable and proportionate.

3. HUMAN AND LABOUR RIGHTS

- 3.1. The Supplier shall recognize and support basic human and labour rights for its Supplier Personnel. These rights must include:
 - 3.1.1. The right to equal opportunity and non-discriminatory treatment: The Supplier shall create and maintain working conditions that help employees achieve their full potential regardless of race, ethnicity, nationality, religion, age, gender (or maternity/paternity), indigenous status, sexual orientation, disability, or marital status. The Supplier shall provide protections against workplace harassment and discriminatory treatment.
 - 3.1.2. The right to security of person: The Supplier shall create working conditions and protections that ensure employees feel safe and secure, and are not subject to violence, cruelty or inhumane treatment.
 - 3.1.3. The right to privacy: Where the Supplier has access to Personal Data, such as employee or customer data, the Supplier shall respect data privacy and comply with all relevant Regulations on data protection and privacy.
 - 3.1.4. The right to payment of a fair wage and working hours: The Supplier shall compensate its employees fairly and shall, at a minimum, comply with all applicable Regulations regarding minimum wage and maximum working hours. Intact encourages the Supplier to provide the living wage to all employees based on the geographies in which it operates.
 - 3.1.5. The elimination of forced labour and child labour: The use of forced labour or child labour, including slavery, servitude, and persons who have been trafficked, is strictly prohibited in the Supplier's operations and supply chain.
 - 3.1.6. The right to a safe and healthy workplace: The Supplier shall provide a safe and healthy working environment for all employees and subcontractors. This includes supporting the mental health and wellbeing of employees.

3.1.7. The right to freedom of association and collective bargaining: The Supplier shall recognize the role of collective bargaining and trade unions to protect employees' interests and ensure fair employment terms, to the extent possible under the applicable Regulations.

3.2. The Supplier shall have controls in place to ensure that the principles of human rights are upheld by the Supplier and its supply chain in accordance with Good Industry Practice. This may include the Supplier's own human rights policy and/or Supplier due diligence process.

3.3. The Supplier shall have a whistleblowing policy in place that allows employees to raise concerns, without fear of retaliation, about how it conducts business or operates as an employer. Concerns must be treated seriously and confidentially, and whistleblowers must have the option to raise concerns anonymously.

4. DIVERSITY, EQUITY, AND INCLUSION

4.1. The Supplier shall use all reasonable endeavours promote diversity and inclusivity in the workplace and create an inclusive environment for all its employees.

4.2. The Supplier shall undertake initiatives to integrate positive diversity practices into its operations and product and/or service offering.

5. ENVIRONMENT

5.1. The Supplier shall comply with all applicable environmental Regulations.

5.2. The Supplier shall have appropriate policies and controls in place to identify, minimise, and reduce the negative environmental impacts of its operations in accordance with Good Industry Practice.

5.3. The Supplier shall use all reasonable endeavours to monitor, measure and manage significant environmental impacts and set public targets to reduce its negative impacts.

5.4. The Supplier shall publicly report progress against its environmental targets at least annually.

5.5. The Supplier is encouraged to use best endeavours to set and commit to a target to achieve net zero greenhouse gas emissions by 2050 in line with the Paris agreement.

5.6. The Supplier shall provide information on the environmental impacts of the supply of Services under this Agreement to Intact promptly upon request.

5.7. The Supplier shall develop the supply of Services under this Agreement in an environmentally responsible manner in accordance with Good Industry Practice.

6. BUSINESS ETHICS

6.1. Intact expects the highest standards of ethical conduct and does not tolerate bribery or corruption, as set out in this Agreement. The Supplier shall apply the highest ethical standards in conducting its business, including relationships, practices, sourcing and operations. The Supplier shall comply with relevant Regulations on anti-bribery and corruption and shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage.

6.2. The Supplier shall have controls and due diligence processes in place to prevent corruption, money laundering, extortion, embezzlement, bribery, and conflicts of interest. The Supplier shall immediately report any suspected, potential, or actual conflict of interest in its relationship with Intact.

6.3. The Supplier shall retain an audit trail of its compliance with anti-bribery and corruption regulations and provide this to Intact upon request.

7. COMMUNITY INVESTMENT

7.1. The Supplier is encouraged to actively support the communities in which it operates, including through supporting charitable causes and employee generosity programmes to generate positive social impact.

8. BEHAVIOUR AND INTERACTIONS

8.1. The Supplier shall behave in accordance with Intact Financial Corporation's Living Our Values Policy and treat employees, customers, and Intact stakeholders with respect and integrity in all business interactions.

8.2. The Supplier shall prioritise good and fair customer outcomes and avoid foreseeable harm.

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