

SUPPLIER CODE OF CONDUCT

v.03.2022

definity.

PURPOSE & SCOPE

Definity Insurance Company and its affiliates and subsidiaries (“**Definity**”, “**we**”, “**our**”, “**us**” or “**its**”) conduct business in accordance with Definity’s Code of Business Conduct because doing the right thing is paramount for Definity, whether internally, in our communities, or for our environment. Our Code of Business Conduct is part of our everyday practices and sets out our values — in fact, it infuses every aspect of our operations. We understand that behaving responsibly and ethically and with integrity, is crucial to safeguarding our reputation as one of Canada’s leading and most-trusted property and casualty insurers.

Based on our Code of Business Conduct, this Supplier Code of Conduct (“**Code**”) articulates a framework of standards and expectations (collectively, “**Standards**”) as to how we expect our business partners, including their representatives, agents, employees and subcontractors that supply goods and services to Definity (collectively, “**Suppliers**”), are to conduct their business and deal with or on behalf of Definity. Therefore, this Code should be read together with Definity’s Code of Business Conduct [include url], which standards of integrity also apply to all of our Suppliers in relation to their business dealings with or on behalf of Definity.

Definity expects its Suppliers to conduct themselves with honesty and integrity in the provision of all goods, services, and business activities. The Standards indicated below should be applied in a way that respects both the letter and intent of the stated principles. UPHOLDING THESE STANDARDS IS A CRUCIAL PART OF BUILDING AND MAINTAINING A STRONG RELATIONSHIP WITH DEFINITY. SUPPLIERS WHO ACT INCONSISTENTLY WITH THIS CODE MAY JEOPARDIZE THEIR CURRENT CONTRACTUAL RELATIONSHIP WITH DEFINITY AND ANY FUTURE BUSINESS RELATIONSHIP WITH DEFINITY.

The Standards set out in this Code are not intended to be read in place of, but rather in addition to, the Supplier’s contractual obligations with Definity. In the event of a conflict between the terms of a Supplier’s contract and this Code, the contract terms will prevail.

STANDARDS

- **COMPLIANCE** - Each employee, officer and director of Definity, and all individuals acting on Definity’s behalf (collectively, “**Definity’s Personnel**”), must abide by Definity’s policies including Definity’s Code of Business Conduct [include url], and obey all applicable laws, rules and regulations. Definity requires the same of its Suppliers. Suppliers must honour their contractual commitments and conduct their business ethically and in compliance with all applicable local, regional, and national laws, rules and regulations in the jurisdictions in which they and Definity operate including applicable privacy and data protection laws (“**Applicable Laws**”). In the event of a difference between this Code and Applicable Laws, the higher standard will prevail.
- **INSIDER TRADING** - Suppliers must not trade in Definity securities on the basis of non-public information concerning Definity (“**Definity’s Confidential Information**”), or “tip” others who may trade in Definity securities.
- **RESPECTING OUR ENVIRONMENT** - Definity actively identifies, investigates, and acts to reduce pollution, waste, and consumption of resources. Definity expects our Suppliers to conduct their business in an ecologically responsible manner and to work to minimize any negative environmental impact from operations, including reducing or mitigating emissions, increasing sustainable use of natural resources, reducing or eliminating waste, and reporting publicly on climate change and environmental performance.
- **ADVANCING DIVERSITY AND INCLUSION** - Definity empowers our employees to shape our culture to be truly reflective of our customers across Canada and the values we uphold. Suppliers must maintain workplaces characterized by respect for the dignity of every individual with whom they interact, including respect for differences such as gender, gender identity, gender expression, race, colour, place of origin, age, disability, sexual orientation, ethnic origin, family status, marital status and religion or creed.
- **EMPLOYEE HEALTH AND SAFETY** - Definity is committed to ensuring the safety of our employees, in the workspace or in the field. Definity requires that Suppliers provide their workers with safe and healthy work environments, which, as a minimum standard, is in compliance with Applicable Laws regarding health, safety and environmental protection.
- **LABOUR STANDARDS** - Definity expects our Suppliers to treat their employees, agents, customers and business partners with respect and dignity, free from violence, abuse, harassment or discrimination based on any status, condition or category protected by law. Suppliers must, at a minimum, fully comply with all Applicable Laws concerning the workplace, labour, health and safety, anti-discrimination and anti-retaliation, including but not limited to those laws addressing equal pay, child labour, forced labour, slavery and human trafficking, wage, hours or work and overtime.
- **HUMAN RIGHTS** - Definity respects and promotes the fundamental human rights of our workforce. Definity expects our Suppliers to uphold these same principles, including freedom from unlawful detention, forced or involuntary labour practices, and freedom of association. Definity does not permit, condone, or otherwise accept any form of slavery and/or human trafficking either by its employees, Suppliers, agents, or other entities with whom Definity does business.

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- **ETHICAL BUSINESS PRACTICES** – Suppliers are not to engage in or tolerate any unethical business practices, such as fraud, embezzlement, forgery, extortion and corruption. Suppliers must not engage in activities, whether directly or indirectly, that would put them or Definity at risk of violating antitrust and competition laws, anti-bribery and anti-corruption laws, and anti-money laundering and anti-terrorist financing laws.
- **CONFLICTS OF INTEREST** - Definity expects our Suppliers, in dealing with and on behalf of Definity, to avoid doing anything that could create a perception of undue influence or call their objectivity or Definity's objectivity into question. Suppliers must promptly disclose to Definity all potential, perceived or actual conflicts of interest, including family or close personal relationships with any of our Personnel. Our decision-making and actions will not be influenced by personal or family relationships that Suppliers may have with our Personnel.
- **ASSET PROTECTION** - Suppliers must protect and preserve our assets (whether tangible or intangible) while in their possession or control. Suppliers may use our assets only as instructed and for the purposes for which they were provided. Our assets include our systems, our premises (whether leased or owned), our Confidential Information and our intellectual property, such as our name, copyrighted information, trademarks, slogans and logos.
- **PROTECTING DEFINITY'S CONFIDENTIAL INFORMATION** - Definity expects Suppliers to use its Confidential Information strictly for the purpose of meeting its contractual obligations with Definity, in accordance with the highest confidentiality and information protection standards or as otherwise agreed to and identified in their contract with Definity. Unless Definity provides its written permission (which may be unreasonably withheld), or as required by Applicable Laws, Suppliers CANNOT disclose Definity's Confidential Information to a third party. Definity expects Suppliers to have policies and processes in place that ensure Definity's Confidential Information remains secure from theft, loss, destruction, unauthorized access, release or misuse (each a "data breach"). Suppliers must immediately notify Definity of a data breach and cooperate with Definity to manage any consequences that may arise from the data breach.
- **DISASTER RECOVERY AND BUSINESS CONTINUITY PLANNING** - We expect that those Suppliers that supply goods or services that are integral to our business, or our regulator considers material, have effective disaster recovery and business continuity plans in place. These disaster recovery and business continuity plans must be regularly tested to ensure that Definity continues to receive the contracted goods or services despite any unforeseen emergency situation. Definity expects to be provided with proof of such testing and, at a minimum, to see a summary of the Supplier's disaster recovery and business continuity plan.
- **SUBCONTRACTING/OUTSOURCING** - Suppliers must first obtain Definity's written permission before outsourcing any activities that affects their provision of goods or services to Definity. Suppliers must disclose the identity of the third-party supplier, where the outsourced work will occur and whether the outsourced activity will involve any cross-border movement of Definity's data. Suppliers will be held responsible for the acts and omissions of their third-party suppliers.
- **COMMUNICATIONS** - Suppliers must first obtain Definity's permission (which may be unreasonably withheld) before communicating with the media or on any public forum (including social media) their business relationship with Definity.

REPORTING & CHANGES

Suppliers are expected to notify Definity of any material changes to their business that could undermine their ability to comply with the Code and in turn negatively impact Definity's reputation or the reputation of Definity's stakeholders.

Any person with reason to believe that the spirit or principles of this Code are not being respected by a Definity Personnel or a Supplier is asked to report to: ep@definity.com or contact their Definity business partner. Reporting may be done anonymously. Retaliations against anyone who is good faith reports a perceived violation of this Code is strictly prohibited.

The reporting of a violation of the Code may lead to an evaluation and an investigation by Definity, if warranted. Suppliers are expected to maintain current and accurate records to substantiate compliance with the Code. From time to time, Definity reserves the right to audit the Supplier's compliance with the Code. In the event of non-compliance, at the Supplier's expense, Definity expects the Supplier to work with Definity cooperatively to implement corrective actions to remedy non-compliance. FAILURE TO RESPOND TO SUCH REQUESTS MAY CAUSE DEFINITY TO TERMINATE ITS RELATIONSHIP WITH THE SUPPLIER AND MAY JEOPARDIZE ANY FUTURE BUSINESS DEALINGS THE SUPPLIER MAY WISH TO HAVE WITH DEFINITY.

Definity regularly reviews the Code and reserves the right to make necessary changes. Definity shall inform the Supplier of any material changes.

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