

At **ICW Group**, our mission is **To Create the Best Insurance Experience Possible**. This commitment extends to our customers, Team Members, and our communities. ICW Group recognizes that partnering with diverse third parties is an integral part of that experience and essential to creating that unique experience is upholding a culture of compliance and ethics. To ensure we achieve this, we ask our Third Parties to adhere to our Vendor Code of Conduct (“Vendor Code”) and hope you agree that these principles will serve the mutual best interests of all parties.

One of the core values of ICW, which is shared by all employees, is our commitment of conducting business with integrity. We work hard and honor our commitments. We expect that you will honor your commitments and act with integrity. We respect and comply with all local, state, and federal laws and regulations. In doing so, we expect our Third Parties/Vendors to share this same commitment.

To us, a Third Party is an individual or entity not employed by us and their subcontractors who supply goods or services to ICW Group (The terms Vendor and Third Party are used interchangeably throughout this document).

Legal and Regulatory Compliance Practices

Illegal Activities and Improper Payments - ICW expects Third Parties/Vendors to fully comply with all laws including anti-money laundering and anti-terrorism, which includes among others the U.S. Foreign Corrupt Practices Act. Bribes or kickbacks, corruption, extortion, and embezzlement, of any kind, are strictly forbidden by ICW. Buying or selling securities based on inside information is illegal and prohibited by ICW.

Antitrust - Unfair competition and antitrust laws are designed to protect consumers and competitors against unfair business practices and to promote and preserve competition. ICW expects that all Vendors are familiar with and comply with these laws and general principles. ICW prohibits unfair competition and violations of antitrust laws. ICW expects that you will compete fairly and prohibit any improper or unlawful business practices.

Conflicts of interest - ICW has a steadfast commitment to ensure there is no appearance of impropriety of any kind in conducting business. Even the appearance of a conflict of interest can be interpreted negatively. ICW expects that you will prohibit any activity or conduct that may potentially create a real or perceived conflict of interest. Examples of potential conflicts may include:

- You or any of your employees is related to someone employed by ICW or has a close personal relationship with an employee of ICW that has not been disclosed.
- Soliciting ICW to invest in or own any interest in your company.

ICW Group requires you to disclose any situations that could possibly give rise to a conflict of interest or be perceived as a conflict of interest. If you become aware of a conflict of interest that you did not previously report, it should be reported as promptly as possible. Upon receipt of any such disclosure, we will review the information you provide and contact you to discuss the situation and any steps that you and we may wish to take to mitigate any potential risks associated with the circumstances.

Gifts and Business Courtesies - ICW's Team Members understand the importance of trust and respect in how we conduct ourselves and will not be influenced by gifts or business courtesies. Business courtesies and gifts include, but are not limited to, entertainment, benefits, events, meals, tickets to events or concerts, and any other complimentary item or thing of value. ICW expects that you will not offer any item or thing of value that is inconsistent with these principles and is not based on a legitimate business purpose. Examples of giving or accepting inappropriate gifts may include:

- gifts of cash in any amount, including cash equivalents such as gift cards and certificates.
- gifts with a dollar value greater than \$100.
- gifts that may unintentionally or intentionally influence a decision-making process, preferential treatment, or other actions of the parties.

Employment and the Workplace

Health, Safety and Environment - ICW Group strives to provide a safe, healthy, and environmentally friendly workplace. It is committed to working with its Team Members, clients, Third Parties/Vendors and customers, and with the communities in which it operates to achieve this goal. ICW expects Third Parties/Vendors to comply with all applicable environmental, health and safety laws, regulations and ICW Group standards. You are expected to cooperate in promoting safety and preventing accidents. Everyone is expected to know and follow all safety rules, use all equipment in a safe and proper manner and always use good judgment. This includes prohibiting firearms or other weapons on ICW premises; refraining from employing individuals who you know or reasonably should know through appropriate screening processes to have been convicted of a felony of any nature or any misdemeanor involving money laundering, dishonesty, or breach of trust; or allowing anyone who you know may pose a significant risk to come onto ICW's premises or conduct business with ICW.

Fair Treatment and Professionalism - We deal fairly with each other and with our customers, Vendors, competitors, and other third parties. We expect that you will not engage in unlawful labor practices of any kind. Harassment, Non-discrimination, and Diversity - ICW Group maintains a strict policy prohibiting abusive behavior, illegal harassment, or a hostile workplace. This prohibition applies to all persons regardless of whether they are ICW Group Team Members. Bullying or any unwelcome conduct, whether verbal, nonverbal, or physical, that has the purpose or effect of unreasonably interfering with an individual's work performance, is considered to be abusive and will not be tolerated. Prohibited harassment includes, but is not limited to, conduct creating an intimidating, offensive, or hostile environment based on a protected characteristic such as: the individual's race, color, religion, gender or gender identity/expression, sex, sexual orientation,

(cont. "Fair Treatment ..." from page 2)

ancestry or national origin, age, physical or mental impairment or disability, medical or genetic condition, marital status, parental status, political affiliation, military or veteran status, or any other basis protected by law. Any form or manner of threatening or provoking remarks, actual or implied, as well as threatening gestures, and acts of physical violence are forms of prohibited harassment. Other types of harassment include epithets, slurs, stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility, discrimination, or other offensive content. ICW Group is an equal opportunity employer and subscribes to fair employment practices in every aspect of our business. We believe everyone is entitled to equal business opportunities. We support and value diversity in our Vendors and equal opportunities for employment. We expect you to engage in equal employment opportunity practices and support employment practices that promote business and employment decisions based on legitimate, non-discriminatory reasons and without regard to protected characteristics.

Drug-free Workplace - Recognizing that alcohol and drug abuse can affect health and work performance, ICW Group prohibits the use or possession of illegal drugs. Team Members should not use alcohol while performing business activities, except in limited circumstances authorized by ICW Leadership. ICW Group further prohibits the sale, distribution, possession, transfer, or purchase of illegal drugs, or prescription drugs unless prescribed to the Team Member, or drug paraphernalia on ICW Group property or while performing services for ICW Group. The same policy applies to you and your personnel.

Child and Involuntary Labor - Third Parties/Vendors are expected not to use, participate in, benefit from, or support the illegal use of child labor, involuntary labor, or any forms of bonded labor, slave labor, or human trafficking. We expect you will comply with all applicable child labor laws and use only workers who meet the minimum legal age of employment for their locality. If no minimum age of employment is defined, the minimum age of employment is assumed to be 18 years of age.

Wages, Benefits & Working Hours - We expect you to pay all personnel at least the minimum wage required by applicable laws and regulations, including those relating to wages, overtime, maximum hours, piece rates and other elements of compensation, and provide all legally mandated benefits.

Privacy and Information Protection ---

Data Privacy and Security - At ICW Group we respect others' privacy and confidentiality and protect the information entrusted to us by our customers, claimants and other third parties. You may have access to a variety of Confidential Information while doing business with ICW Group. Confidential Information includes but is not limited to information on health, financial, demographic, credit card, social security, and insurance policy data. You have a duty to safeguard all such Confidential Information, except to the extent disclosure is authorized or legally mandated. You also have an obligation to protect Confidential Information after your relationship with ICW Group ends. If you have access to medical or other personal protected information, you are obligated to understand and follow federal Health Insurance Portability and Accountability Act (HIPAA) regulations (including state regulations modeled on the federal HIPAA regulations) and/or any other state or federal law that regulates the use and protection of such personal information.

(cont. "Data Privacy..." from page 3)

You and your personnel will always keep proprietary and confidential information private and secure. You will abide by all applicable privacy laws, regulations and contractual obligations and take comprehensive measures to secure and prevent any unauthorized use of such information.

Notice of Breaches and Information Security incidents - Timely, accurate and open communications are the cornerstone of ICW Group's business relationships. You are expected to immediately provide ICW Group with information regarding breaches, and/or any material violation of your security protocols that could present a risk to our reputation, business or policyholders.

Intellectual Property Rights - Intellectual property such as patents, copyrights, trademarks, trade secrets, and proprietary information is a strategic asset and needs to be safeguarded. We expect you to take necessary steps to protect and respect intellectual property of others and ICW Group.

Responding to Media - You should never speak for or on behalf of ICW Group. All media requests for information or inquiries from external reporters, publications, media outlets or individuals seeking information or a position on a matter that may directly or indirectly involve ICW Group should be referred to our **Enterprise Marketing Department: enterprisemarketing@icwgroup.com**

Maintain Accurate Records - Accurate and complete records are important for our successful operation, credibility and reputation. We expect that you will ensure that the information you keep accurately reflects all transactions and events. Any attempts to distort, falsify or misrepresent information is prohibited.

Use of ICW's Physical and Company Assets

Brand Name Usage - Our branding cannot be used without prior written consent. This extends to the use of the ICW name, logo and identity in all forms including social media.

Asset Protection - ICW Group assets, both tangible and intangible, should be protected and respected. You may not misuse any ICW Group resources of any kind nor engage in conduct that would jeopardize our assets.

Reporting Potential Misconduct and Retaliation-Free Environment

Non-Retaliation - ICW Group does not tolerate retaliation against anyone who, honestly and in good faith, reports a potential violation, opposition to a practice, or conduct that violates applicable law or our policies or cooperates in any investigation. If you believe you have been retaliated against, you should report that to the ICW's Ethics Hotline as noted below.

Everyone is responsible for complying with all applicable local, state, and federal laws, rules and regulations.

Third Parties/Vend and prohibit retaliation against personnel who make a good faith report of abuse, intimidation, discrimination, harassment or any violation of law or of this Vendor Code, or who assist in the investigation of any such report.

Association with Sanctioned Parties or Countries - ICW Group does not knowingly do business with any party that is subject to sanctions, or any adverse designation issued by the U. S. Department of Treasury, Office of Foreign Assets Control (OFAC), or similar agency of the federal government, or by Executive Order of the President of the United States. This includes, without limitation, parties listed on any OFAC Specially Designated Nationals list or Sanctions lists, or that are owned, controlled, or subject to financial influence by anyone appearing on such lists. ICW expects that its approved Vendors will observe similar practices.

Reporting Potential Violations of the Code, "Speak up" - Every Third Party has a responsibility to address any issue you believe, in good faith, may constitute a violation of this Vendor Code, or any state or federal law, rule or regulation. You should come forward if a situation just does not "feel right."

How do I report?

**Contact ICW Group's Ethics Hotline at:
www.icwgroup.ethicspoint.com, or call (855) 874-2850**

What happens after I report?

ICW Group is committed to investigating reports of potential violations. Most investigations will be handled internally but, if appropriate, may be referred to an outside agency. For confidentiality reasons we may not be able to tell you the outcome of an investigation, but will, when possible, contact you to let you know the investigation has been closed.

Updates and Expectations - A copy of this Vendor Code is published on the ICW Group website (www.ICWGroup.com), where it is available to all of our Vendors and their employees.

This document may be updated or revised on a periodic or as needed basis. Any new or revised copy of this Vendor Code will become effective immediately upon posting to ICW's website or by other notice.

Failure to observe the principles and requirements set forth in this Vendor Code may result in a Vendor's loss of approval or other restrictions limiting the Vendor's continued business with ICW Group.

If you have any questions regarding the contents or interpretation of the Vendor Code, please **contact: PVMS@icwgroup.com**.