
SUPPLIER CODE OF CONDUCT

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1. PURPOSE

Hagerty, Inc. (together with its affiliates and subsidiaries, “Hagerty”) is committed to conducting business with integrity and the highest ethical standards. Hagerty exists to save driving and keep car culture for future generations. We will succeed in our mission by conducting all business in alignment with our Core Values (Members First, Care for Each Other, Drive Excellence, Growth Mindset, Enjoy the Drive), and in full compliance with the law.

2. ROLES AND RESPONSIBILITIES

All Hagerty Suppliers are required to read and comply with this Supplier Code of Conduct. Failure to comply may result in termination of the supplier relationship. Suppliers are responsible for ensuring all their employees and subcontracted parties performing work for Hagerty comply with this Supplier Code. Hagerty reserves the right to audit compliance with this Supplier Code and to require certification of compliance. “Supplier” means any third party, including vendors, service providers, consultants, contractors, and their subcontractors, that provide goods or services to or on behalf of Hagerty.

Procurement shall ensure that a link to this Supplier Code of Conduct is included in agreements with Suppliers. By executing such an agreement, the Supplier acknowledges receipt of and agrees to comply with the principles and requirements set forth in this Supplier Code of Conduct.

The Procurement and TPRM team is responsible for reviewing, updating, and enforcing this Supplier Code on an annual basis and as otherwise required.

3. SUPPLIER CODE

3.1. COMPLIANCE WITH LAWS

Hagerty is headquartered in the United States but conducts business internationally. All business conducted with or for Hagerty must comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, both foreign and domestic.

3.2. DIVERSITY, INCLUSION, AND EQUAL OPPORTUNITY EMPLOYMENT

At Hagerty, we embrace and encourage our team members' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socioeconomic status, veteran status, and other characteristics that make our team members unique. We expect our Suppliers to uphold the same commitment to an inclusive work environment and to comply with applicable antidiscrimination and employment laws, rules, regulations, and practices.

3.3. HARASSMENT

Hagerty does not tolerate harassment of any kind, including sexual or discriminatory harassment, or any other type of behavior that is hostile, disrespectful, abusive or humiliating. We expect our Suppliers not to tolerate these behaviors in their workforce either. Any such behaviors must be reported as soon as they are identified.

3.4. WORKPLACE SAFETY AND HEALTH

At Hagerty, a safe and healthy work environment is required. We prohibit the following activities of our team members and Suppliers: the improper use of alcohol and drugs; the use or possession of firearms, knives (unless required explicitly for a role), or other dangerous weaponry; workplace violence, including verbal abuse, physical abuse, threats of abuse, harassment, and intimidation; and workplace bullying. Suppliers involved in insurance-related business must report to Hagerty convictions of crimes involving dishonesty, breach of trust, or violence.

3.5. HUMAN RIGHTS

At Hagerty, we respect the human rights of our workforce and promote legal and fair employment practices. This includes ensuring workers' freedom of association, providing a safe and sanitary work environment, and prohibiting unlawful detention and forced labor. Hagerty has zero tolerance for any form of slavery or human trafficking, and all Suppliers, employees, and business partners must prevent involvement in any form of slavery or human trafficking.

3.6. COMPENSATION AND CHILD LABOR

Suppliers must provide fair and competitive wages and comply with all applicable laws, rules, and regulations concerning compensation. Hagerty does not use child labor in its business. Suppliers must ensure that work is only performed by individuals who meet the minimum legal age requirements for employment in the location where the work is performed.

3.7. ENVIRONMENTAL IMPACT

Hagerty is committed to being a driving force for a more sustainable world. We expect our Suppliers to conduct their operations in a similar manner and to comply with all applicable local, state, federal, national, and international environmental legislation.

3.8. CONFLICTS OF INTEREST AND RECIPROCITY

Hagerty believes in providing all Suppliers a full and fair opportunity to compete for our business. Suppliers are not expected to purchase Hagerty products or services to compete for our business. Suppliers must avoid conflicts of interest and must not allow personal, financial, or other interests to influence their judgment or actions on behalf of Hagerty. Suppliers are required to promptly disclose any actual, potential, or perceived conflicts of interest to Hagerty as soon as they arise, including but not limited to: (a) personal or family relationships with Hagerty employees; (b) financial interests or ownership ties; or (c) other business relationships that could influence objectivity. Suppliers may not offer anything to a Hagerty employee that may create conflicts of interest or the appearance that an employee's objective judgment has been compromised. Hagerty reserves the right to review disclosed conflicts and determine appropriate mitigation measures.

3.9. GIFTS AND ENTERTAINMENT

Hagerty Suppliers must not be influenced or obligated by the offer of business courtesies and should not use the exchange of business courtesies to obtain an unfair business advantage. Any gift, entertainment, or other business courtesy offered or received must not violate applicable laws or standards, must be reasonable and infrequent, and must not exceed \$250. Hagerty Suppliers should never give or accept cash gifts or cash equivalents.

3.10. INSIDER TRADING

As a public company, Hagerty takes special care not to disclose material non-public information. Suppliers are prohibited from purchasing, selling, or trading Hagerty securities while in possession of material non-public information. The same requirements extend to Suppliers' family members and household members. Suppliers must report unauthorized disclosure of material non-public information immediately using the contact information in Appendix A.

3.11. ANTI-BRIBERY AND ANTI-CORRUPTION

Hagerty has a zero-tolerance approach to bribery and corruption. Suppliers are prohibited from engaging in any activity that constitutes or is perceived to constitute bribery and/or corruption. Suppliers must not offer, give, promise, authorize, or accept any payment, gift, loan, fee, reward, or other thing of value to any government official or employee, customer, or any other person to obtain any business advantage or improperly influence any action or decision. This prohibition includes unofficial "facilitation" payments made to government officials to expedite routine actions.

3.12. FAIR DEALING PRACTICES

Hagerty is committed to dealing fairly with members, customers, team members, suppliers, markets, and competitors and to following antitrust and unfair competition laws. Suppliers are prohibited from unlawfully restraining or inhibiting competitors or abusing a dominant market position.

3.13. INTELLECTUAL PROPERTY AND PROTECTION OF ASSETS

Hagerty respects the intellectual property rights of others. No Supplier, contractor, or subcontractor may disclose, reproduce, display, perform, or distribute materials owned by or licensed to others without written permission or an appropriate license. While working with Hagerty, Suppliers may have access to tools and assets necessary to complete services and are expected to protect those assets, including physical assets such as computers and equipment, intangible assets such as intellectual property and proprietary information, and financial assets.

3.14. PRIVACY AND CONFIDENTIALITY

Suppliers may obtain or have access to confidential or restricted information about Hagerty's business, proprietary information, or personal information about Hagerty team members, customers, or business partners. Suppliers must strictly protect such information at all times from unauthorized access, use, destruction, modification, and disclosure, and must comply with all applicable data privacy laws and regulations. For more information, contact privacy@hagerty.com.

3.15. AI AND AUTOMATED DECISION-MAKING

Suppliers must ensure that any use of artificial intelligence ("AI") in connection with services provided to Hagerty is responsible and compliant with applicable laws. Suppliers may not enable, deploy, or use AI services in connection with Hagerty data or services without Hagerty's prior written authorization. Suppliers may not use Hagerty personal data or confidential information to train, test, or improve AI Systems without Hagerty's prior written authorization. Where AI Systems are used to process Hagerty personal data or support services to Hagerty, Suppliers must: (a) ensure outputs are fair, transparent, and not discriminatory; (b) avoid solely automated decisions with legal or similarly significant effects without appropriate safeguards, including human oversight; (c) maintain appropriate records of such processing; and (d) conduct an AI risk or impact assessment prior to use and provide relevant documentation to Hagerty upon request. "AI System" means any system that uses data and algorithms to generate predictions, recommendations, or decisions.

3.16. COMPUTER NETWORKS AND INFORMATION SECURITY

All Hagerty Suppliers must keep Hagerty's communications secure from unauthorized access. Where access is provided, Suppliers must keep Hagerty devices, networks, technology, equipment, and other information resources secure. Access to information resources will be provided on an as-needed basis and must follow the security and compliance policies disseminated during Supplier onboarding. Suppliers must not input Hagerty data into publicly available or third-party AI tools without prior written authorization. All Suppliers must immediately report any incident that may pose a risk to Hagerty data, intellectual property,

physical property, or technological infrastructure using the contact information in Appendix A.

3.17. BRAND AND COMMUNICATIONS

Suppliers must communicate carefully, honestly, and professionally. Unless expressly authorized to represent Hagerty, Suppliers are not authorized to communicate with any member of the media or market participant. All media requests or inquiries should be forwarded immediately to press@hagerty.com so that Hagerty may respond on a timely basis.

3.18. REPORTING AND ESCALATING CONCERNS

Suppliers must promptly notify Hagerty regarding the receipt of any subpoena, regulatory inquiry, media inquiry, or other third-party requests concerning Hagerty or arising from the Supplier's activities on behalf of Hagerty. Suppliers must also promptly report any concerns or suspected violations of laws, rules, or regulations related to Hagerty's business, this Supplier Code, or any Hagerty policy through the reporting channels identified in Appendix A. In addition, Suppliers must notify Hagerty within twenty-four (24) hours of any incident resulting in personal injury, illness, death, property damage, or other significant safety event occurring on Hagerty property, at a Hagerty-sponsored event, or arising out of or in connection with the Supplier's performance of services for Hagerty. Such notification must be made through Supplier's Hagerty business contact, **and** the reporting channels identified in Appendix A. Retaliation against anyone who makes a report in good faith is strictly prohibited.

4. VALUES STATEMENT

We Share the Road.

At Hagerty, we share the road. We are an inclusive automotive community where all are welcomed, valued, and belong. We are united by our shared passion for driving, our commitment to preserve car culture for future generations, and our desire to make a positive impact in the world.

For more information about Hagerty's business practices, please visit <https://corporate.hagerty.com>.

5. COMPLIANCE

Failure on the part of Supplier to follow this Supplier Code of Conduct may result in consequences, including termination of the relationship, indemnification to Hagerty or any parties impacted, and reporting to governing authorities and/or prosecution when necessary.



This Supplier Code of Conduct will be reviewed on an annual basis.

Changes to this document will be in accordance with the Document and Records Control Standard.

6. APPENDIX

APPENDIX A – CONTACT AND REPORTING CHANNELS

Ethics and Compliance Reporting (Reporting and Escalating Concerns)

Online: www.hagerty.ethicspoint.com

Phone (U.S. and Canada): 1-866-841-3288

Phone (United Kingdom): ITFS + 0800-032-8483

Insider Trading / Material Non-Public Information

Email: askemployeeestock@hagerty.com

Information Security Incidents (Computer Networks and Information Security)

Email: security@hagerty.com

Privacy and Data Protection

Email: privacy@hagerty.com

Media and Investor Inquiries

Email: press@hagerty.com

Incident / Property Damage /Safety Event

Email: jmiklos@hagerty.com