No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

This prospectus supplement, together with the short form base shelf prospectus dated December 15, 2021 to which it relates, as amended or supplemented, and each document incorporated by reference in the short form base shelf prospectus, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

Information has been incorporated by reference in this prospectus supplement from documents filed with securities commissions or similar authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Secretary's Office of Intact Financial Corporation, 700 University Avenue, Suite 1500-A (Legal), Toronto, Ontario, M5G 0A1, (416) 341-1464, ext. 45149 or 2020 Robert-Bourassa Boulevard, 6th Floor, Montréal, Québec, H3A 2A5, (514) 985-7111 ext. 66365, and are also available electronically at www.sedar.com.*

The securities to be issued hereunder have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws and, except as described under "Plan of Distribution", may not be offered, sold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S under the U.S. Securities Act).

PROSPECTUS SUPPLEMENT

(to short form base shelf prospectus dated December 15, 2021)

New Issue and/or Secondary Offering December 15, 2021

INTACT FINANCIAL CORPORATION

$3,000,000,000

Medium Term Notes
(unsecured)

Intact Financial Corporation ("IFC") may from time to time offer and issue unsecured medium term notes (the "Notes") in one or more series in an aggregate principal amount of up to $3,000,000,000 (or the equivalent at the time of issue if Notes are issued in currencies other than Canadian dollars). The Notes will be offered pursuant to a medium term note program ("MTN program") established by IFC in accordance with the terms of this prospectus supplement (the "Prospectus Supplement") and National Instrument 44-102 ("NI 44-102") of the Canadian Securities Administrators.

The Notes will be issued under a trust indenture dated May 21, 2009 (as supplemented from time to time by supplemental indentures), will be direct unsecured obligations of IFC and will rank equally with all other unsecured and unsubordinated indebtedness of IFC (except as to sinking funds and except in relation to unsecured and unsubordinated indebtedness preferred by mandatory provisions of law). The Notes will have a term to maturity of not less than one year and will be issuable in denominations of $1,000 or more. The Notes may be issued in Canadian dollars or any foreign currency or currency unit determined at the time of issue.

The specific terms of an offering of Notes (including the aggregate principal amount of the Notes being offered, the currency or currencies or currency unit, the issue and delivery date, the form, the maturity date, the interest rate or the method of determination of such rate, the issue price, the interest payment date(s), any redemption or repayment provisions, any provisions entitling IFC to extend the maturity date of the Notes, the name(s) of the

dealer(s) offering the Notes, the commission payable to such dealer(s), the method of distribution and the net proceeds to IFC) will be set forth in a pricing supplement (a "Pricing Supplement") which will be delivered to purchasers in conjunction with the sale of the Notes. IFC reserves the right to set forth in a Pricing Supplement specific terms of Notes which are not within the parameters set forth in this Prospectus Supplement.

Unless otherwise indicated in a Pricing Supplement, the Notes will not be listed on any securities exchange. **If the Notes are not listed on any securities exchange, there will be no market through which the Notes may be sold and purchasers may not be able to resell the Notes purchased hereunder. This may affect the pricing of the Notes in the secondary market, the transparency and availability of trading prices, the liquidity of the Notes and the extent of issuer regulation. See "Risk Factors".**

RATES ON APPLICATION

The Notes may be offered by one or more dealers as selected from time to time by IFC (collectively, the "Dealers"), in each case, acting as agent of IFC or purchasing as principal. Where the Notes are offered by the Dealer(s) as agent(s), the commissions payable by IFC in connection with sales of such Notes shall be agreed from time to time between IFC and any such Dealer(s). Where the Notes are purchased by the Dealer(s) as principal, the Notes shall be purchased at such prices and with such commissions as may be agreed from time to time between IFC and any such Dealer(s) for resale to the public at prices to be negotiated with each purchaser. Such resale prices may vary during the distribution period and as between purchasers. Each Dealer's compensation will increase or decrease by the amount by which the aggregate price paid for Notes by purchasers exceeds or is less than the price paid by the Dealer, purchasing as principal, to IFC. The commissions payable in connection with sales of Notes will be set forth in a Pricing Supplement which will be delivered to purchasers in conjunction with the sale of Notes. IFC may also offer the Notes directly to potential purchasers at prices and upon terms negotiated between the purchaser and IFC. IFC and, if applicable, the Dealer(s), may reject any offer to purchase the Notes in whole or in part. IFC also reserves the right to withdraw, cancel or modify the offering of the Notes hereunder without notice. The Dealer(s) may over-allot or effect transactions which stabilize or maintain the market price of the Notes offered at a level above that which might otherwise prevail in the open market. See "Plan of Distribution".

Unless otherwise specified, all references to currency amounts in this Prospectus Supplement are to Canadian dollars.

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DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus Supplement is deemed to be incorporated by reference in the short form base shelf prospectus of IFC dated December 15, 2021 (the "Prospectus") solely for the purpose of the offering of the Notes. The following documents of IFC filed with the various securities commissions or similar authorities in Canada are incorporated by reference into the Prospectus and this Prospectus Supplement:

(a) the annual information form of IFC for the year ended December 31, 2020 dated March 31, 2021;

(b) the audited consolidated financial statements of IFC, together with the auditors' report thereon and the notes thereto, as at and for the year ended December 31, 2020;

(c) management's discussion and analysis of financial condition and results of operations of IFC for the year ended December 31, 2020 (the "Annual MD&A");

(d) the unaudited interim consolidated financial statements of IFC, together with the notes thereto, as at and for the three- and nine-month periods ended September 30, 2021;

(e) management's discussion and analysis of financial condition and results of operations of IFC for the three- and nine-month periods ended September 30, 2021 (the "Interim MD&A");

(f) the management proxy circular of IFC dated March 31, 2021 in respect of IFC's annual meeting of shareholders held on May 12, 2021; and

(g) the business acquisition report of IFC dated June 16, 2021 (the "BAR"), with respect to the completion of the acquisition of RSA Insurance Group plc ("RSA") by IFC, together with Tryg A/S (the "RSA Acquisition").

A Pricing Supplement containing the specific variable terms for an issue of Notes will be delivered to purchasers of such Notes together with the Prospectus and this Prospectus Supplement and will be deemed to be incorporated by reference into the Prospectus and this Prospectus Supplement as of the date of the Pricing Supplement, solely for the purpose of the Notes issued thereunder. Each Pricing Supplement will be filed with the applicable securities regulatory authorities in accordance with NI 44-102.

Any statement contained in this Prospectus Supplement, the Prospectus or in a document incorporated or deemed to be incorporated by reference herein or therein will be deemed to be modified or superseded, for purposes of this Prospectus Supplement or the Prospectus, as the case may be, to the extent that a statement contained herein or therein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein or therein, modifies or supersedes such prior statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document or statement that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus Supplement or the Prospectus, as the case may be.

FORWARD-LOOKING STATEMENTS

Certain of the statements included or incorporated by reference in this Prospectus Supplement or the Prospectus about IFC's current and future plans, expectations and intentions, results, levels of activity, performance, goals or achievements or any other future events or developments constitute forward-looking statements. The words "may", "will", "would", "should", "could", "expects", "plans", "intends", "trends", "indications", "anticipates", "believes", "estimates", "predicts", "likely", "potential" or the negative or other variations of these words or other similar or comparable words or phrases, are intended to identify forward-looking statements. Forward-looking statements include, but are not limited to, statements with respect to IFC's business objectives and expected growth (including magnitude of growth); credit ratings; the RSA Acquisition and the sale (the "Sale") of Codan Forsikring

A/S's Danish business ("Codan DK") to Alm. Brand A/S group; the separation and transfer of the businesses in Sweden and Norway from Codan DK (the "Separation"); the receipt of all requisite approvals or clearances of the Separation and the Sale in a timely manner and on terms acceptable to IFC; the realization of the expected strategic, financial and other benefits of the Sale; financial leverage; 2021 management objectives; products, services, expertise and capabilities; earnings contributions, cost savings and transition and integration costs; revenue synergies; and the impact of COVID-19 and related economic conditions on IFC's operations and financial performance.

Forward-looking statements are based on estimates and assumptions made by management based on management's experience and perception of historical trends, current conditions and expected future developments, as well as other factors that management believes are appropriate in the circumstances. Many factors could cause IFC's actual results, performance or achievements or future events or developments to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, the following factors: expected regulatory processes and outcomes in connection with its business; government regulations designed to protect policyholders and creditors rather than investors; the occurrence and frequency of catastrophe events, including a major earthquake; catastrophe losses caused by severe weather and other weather-related losses, as well as the impact of climate change; intense competition and disruption; unfavourable capital market developments or other factors, including the impact of the COVID-19 pandemic and related economic conditions, which may affect IFC's investments, floating rate securities and funding obligations under its pension plans; IFC's ability to implement its strategy or operate its business as management currently expects; its ability to accurately assess the risks associated with the insurance policies that IFC writes; IFC's ability to otherwise complete the integration of the business acquired within anticipated time periods and at expected cost levels, as well as its ability to operate in new jurisdictions relating to the RSA Acquisition; IFC's ability to achieve synergies arising from successful integration plans relating to acquisitions; IFC's reliance on information technology and telecommunications systems and potential failure of or disruption to those systems, including in the context of the impact on the ability of IFC's workforce to perform necessary business functions remotely, as well as in the context of evolving cybersecurity risk; the impact of developments in technology and use of data on IFC's products and distribution; IFC's ability to contain fraud and/or abuse; periodic negative publicity regarding the insurance industry; IFC's reliance on brokers and third parties to sell its products to clients and provide services to IFC and the impact of COVID-19 and related economic conditions on such brokers and third parties; the occurrence of and response to public health crises including epidemics, pandemics or outbreaks of new infectious diseases, including, most recently, the COVID-19 pandemic and ensuing events; the volatility of the stock market and other factors affecting the trading prices of IFC's securities, including in the context of the COVID-19 crisis; litigation and regulatory actions, including with respect to the COVID-19 pandemic; changes in laws or regulations, including those adopted in response to COVID-19 that would, for example, require insurers to cover business interruption claims irrespective of terms after policies have been issued; COVID-19 related coverage issues and claims, including certain class actions and related defence costs; terrorist attacks and ensuing events; IFC's ability to maintain its financial strength and issuer credit ratings; IFC's access to debt and equity financing; IFC's ability to compete for large commercial business; IFC's ability to alleviate risk through reinsurance; IFC's ability to successfully manage credit risk (including credit risk related to the financial health of reinsurers); IFC's dependence on and ability to retain key employees; the cyclical nature of the Property & Casualty insurance industry; management's ability to accurately predict future claims frequency and severity, including in the high net worth and personal auto lines of business; IFC's ability to successfully pursue its acquisition strategy; IFC's ability to execute its business strategy; IFC's profitability and ability to improve its combined ratio in the United States; the Company's participation in the Facility Association (a mandatory pooling arrangement among all industry participants) and similar mandated risk-sharing pools; general economic, financial and political conditions; IFC's dependence on the results of operations of its subsidiaries and the ability of IFC's subsidiaries to pay dividends; IFC's ability to hedge exposures to fluctuations in foreign exchange rates; future sales of a substantial number of its Common Shares; and changes in applicable tax laws, tax treaties or tax regulations or the interpretation or enforcement thereof.

In addition to other estimates and assumptions which may be identified herein, in making these forward-looking statements, estimates and assumptions have been made regarding, among other things, the realization of the expected strategic, financial and other benefits of the RSA Acquisition, the Separation and the Sale, and economic and political environments and industry conditions. However, the completion of the Sale is subject to customary closing conditions, termination rights and other risks and uncertainties, including, without limitation, the Separation, regulatory approvals and clearances, and there can be no assurance that the Sale will be completed in a timely manner, or at all. There can also be no assurance that the strategic and financial benefits expected to result from the RSA Acquisition, the Separation or the Sale, will be realized.

All of the forward-looking statements included or incorporated by reference in this Prospectus Supplement or the Prospectus are qualified by these cautionary statements, those made in the "Risk Management" sections of the Annual MD&A and Interim MD&A, and the risk factors incorporated by reference from the BAR and IFC's other filings with the securities commissions or similar authorities in Canada that are incorporated or deemed to be incorporated by reference in this Prospectus Supplement or the Prospectus. These factors are not intended to represent a complete list of the factors that could affect IFC. These factors should, however, be considered carefully. Although the forward-looking statements are based upon what management believes to be reasonable assumptions, IFC cannot assure investors that actual results will be consistent with these forward-looking statements. Investors should not rely on forward-looking statements to make decisions and investors should ensure the preceding information is carefully considered when reviewing forward-looking statements made in this Prospectus Supplement or the Prospectus or in the documents incorporated by reference herein or therein. IFC and management have no intention and undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

EARNINGS COVERAGE RATIOS

Earnings coverage ratios will be provided as required in the applicable Pricing Supplement or as exhibits to IFC's unaudited interim and audited annual financial statements and will be deemed to be incorporated by reference in this Prospectus Supplement and the Prospectus.

USE OF PROCEEDS

IFC may offer and issue from time to time Notes in one or more series in an aggregate principal amount of up to $3,000,000,000 (or the equivalent at the time of issue if Notes are issued in currencies other than Canadian dollars). The net proceeds to IFC derived from the sale of Notes will be the aggregate offering amount thereof less any commission and other issuance costs paid in connection therewith. The net proceeds cannot be estimated as the amount thereof will depend on the extent to which Notes are issued under this Prospectus Supplement. Unless otherwise specified in the applicable Pricing Supplement, the net proceeds will be added to the general funds of IFC and its affiliates and will be utilized for general corporate purposes.

DESCRIPTION OF NOTES

The Notes will be issued in one or more series under a trust indenture dated May 21, 2009 between IFC and Computershare Trust Company of Canada (the "Trustee"), as supplemented from time to time by supplemental indentures (together, the "Indenture"). The Indenture does not limit the aggregate principal amount of debt securities which may be issued thereunder and debt securities may be issued thereunder from time to time in one or more series up to the aggregate principal amount from time to time authorized by IFC for each series. IFC may, from time to time, without the consent of the holders of the Notes, provide for the future issuance of notes or other debt securities under the Indenture in addition to the $3,000,000,000 aggregate principal amount of Notes offered hereby. A copy of the Indenture is available electronically at www.sedar.com.

The specific terms of an offering of Notes (including the aggregate principal amount of the Notes being offered, the currency or currencies or currency unit, the issue and delivery date, the form, the maturity date, the interest rate or the method of determination of such rate, the issue price, the interest payment date(s), any redemption or repayment provisions, any provisions entitling IFC to extend the maturity date of the Notes, the name(s) of the Dealer(s) offering the Notes, the commission payable to such Dealer(s), the method of distribution and the net proceeds to IFC) will be set forth in a Pricing Supplement which will be delivered to purchasers in conjunction with the sale of the Notes. Unless otherwise indicated in a Pricing Supplement, the Notes will not be listed on any securities exchange. IFC reserves the right to set forth in a Pricing Supplement specific terms of Notes which are not within the parameters set forth in this Prospectus Supplement. The aggregate principal amount of Notes that may be issued under this Prospectus Supplement is currently limited to $3,000,000,000 (or the equivalent at the time of issue if Notes are issued in currencies other than Canadian dollars).

The following is a summary of the material attributes of the Notes. This summary does not purport to be complete. For a complete description of the Notes, reference should be made to the Indenture.

Term, Denomination and Currency

The Notes will have a term to maturity of not less than one year and will be issuable in denominations of $1,000 or more. The Notes may be issued in Canadian dollars or any foreign currency or currency unit determined at the time of issue.

Interest

The Notes will bear interest at fixed rates, floating rates or a combination thereof as set out in the applicable Pricing Supplement.

Rank

The Notes will be direct unsecured obligations of IFC and will rank equally with all other unsecured and unsubordinated indebtedness of IFC (except as to sinking funds and except in relation to unsecured and unsubordinated indebtedness preferred by mandatory provisions of law).

Redemption

If so specified in the applicable Pricing Supplement, a series of Notes may be redeemed, at IFC's option, in whole at any time or in part from time to time, prior to maturity. The applicable Pricing Supplement will specify the redemption price (or the manner of calculating the redemption price), if any, for the series of Notes.

If less than all Notes of any series of Notes are to be redeemed, the Notes to be redeemed will be selected by the Trustee on a *pro rata* basis or by lot or such other means as the Trustee may deem equitable and expedient.

Purchase for Cancellation

IFC may, at any time, purchase Notes for cancellation, in the open market, by tender or by private contract, at any price.

Events of Default

The Indenture provides that an "Event of Default" in respect of a series of Notes will occur only if IFC becomes insolvent or bankrupt, consents to the institution of bankruptcy or insolvency proceedings against it, resolves to wind-up or liquidate, is ordered wound-up or liquidated or a receiver is appointed in respect of a substantial portion of its property. If an Event of Default has occurred and is continuing, the Trustee may, in its discretion and shall, upon request of holders of not less than 25% of the principal amount of the affected series of Notes, declare the principal of and interest on all outstanding Notes of the affected series to be immediately due and payable. However, the holders of a majority in principal amount of the affected series of Notes by written notice to the Trustee may, under certain circumstances, instruct the Trustee to waive any Event of Default and/or to cancel any such declaration. There is no right of acceleration in the case of a default in the payment of interest or a default in the performance of any other covenant of IFC in the Indenture, although a legal action could be brought by the Trustee to enforce such covenant.

Restriction on Mergers and Dispositions

IFC will not enter into a transaction or series of transactions in which all or substantially all of the undertaking, property and assets of IFC determined on a consolidated basis would become the property of any other person, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, lease or otherwise, unless:

(a) the person is a corporation organized and existing under the laws of Canada, the United States, the United Kingdom or any other member country that is in the European Community or any political subdivision of the foregoing and such person expressly assumes, by a supplemental indenture satisfactory in form to the Trustee and its counsel and executed and delivered to the Trustee, all of the covenants and obligations of IFC under the Indenture and all Notes issued pursuant to the Indenture; and

(b) at the time of and after giving effect to the reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, lease or other transaction, no Event of Default or event that, with the passing of time or the giving of notice or both, would constitute an Event of Default has occurred and is continuing.

Modification

The rights of the holders of debt securities issued under the Indenture (including the Notes) may be modified if authorized by "Extraordinary Resolution" which is defined in the Indenture to mean:

(a) a resolution passed at a duly called meeting of holders at which a quorum is present and passed by the favourable vote of holders of at least $66^{2/3}$% of the principal amount of debt securities (or applicable series of debt securities) represented at the meeting; or

(b) a resolution in writing signed by the holders of at least $66^{2/3}$% of the principal amount of the then outstanding debt securities (or applicable series of debt securities).

Holders of debt securities issued under the Indenture (including the Notes) will also have various powers, exercisable by Extraordinary Resolution, to affect their rights, including the power to approve any change to the Indenture or the debt securities or to modify, abrogate, alter or compromise the rights of holders of debt securities and, with its consent, the Trustee against IFC, to restrain any holder of debt securities from taking any remedy in respect of the debt securities or to waive any Event of Default.

Defeasance

The Indenture requires the Trustee to release IFC from its obligations in respect of a series of Notes issued pursuant to the Indenture if specified conditions are met, including the deposit by IFC of cash or certain cash-equivalent securities for the payment of all principal and interest and any other amounts on the Notes of such series and the payment of the expenses of the Trustee.

Form, Transfer and Payment Mechanics

Unless otherwise specified in a Pricing Supplement, Notes will be represented by fully registered global Notes (a "Global Note") held by, or on behalf of, CDS Clearing and Depository Services Inc. or its successor or its nominee (collectively, "CDS") as depository of the Global Notes (for its direct and indirect participants) and registered in the name of CDS. CDS will be responsible for establishing and maintaining book-entry accounts for its participants having interests in Global Notes. Participants, including the Dealers and other investment dealers, will be responsible for establishing and maintaining book-entry accounts for persons, other than participants, having interests in the Global Notes. Except as described below, no purchaser of a Note will be entitled to a certificate or other instrument from IFC or CDS evidencing that purchaser's ownership thereof, and no owner of a Note (other than participants) will be shown on the records maintained by CDS. Each purchaser of a Note will receive a customer confirmation of purchase from the Dealer or Dealers from which the Note is purchased in accordance with the practices and procedures of the selling Dealer or Dealers. The practices of the Dealers may vary but generally customer confirmations are issued promptly after execution of a customer order.

Notes will be issued in fully registered form to participants and owners of Notes only if (i) IFC determines that CDS is no longer willing or able to continue as depository and IFC does not appoint a qualified successor; (ii) IFC, at its option, elects to terminate the book-entry system through CDS; or (iii) in certain other circumstances at the option of IFC.

Transfers of Notes represented by Global Notes will be effected through records maintained by CDS for such Global Notes (with respect to interests of participants) and on the records of participants (with respect to interests of persons other than participants). Owners of Notes who are not participants in the depository service of CDS, but who desire to sell or otherwise transfer their Notes, may do so only through participants in the depository service of CDS. The ability of an owner of a Note to pledge the Note or otherwise take action with respect to such Note (other than through a participant) may be limited due to the lack of a physical certificate.

As long as CDS is the registered owner of a Global Note, CDS will be considered the sole owner of the Global Note for the purposes of receiving payments of interest and principal on each Global Note. IFC expects that CDS, upon receipt of any payment of principal or interest in respect of a Global Note, will credit participants' accounts, on the date principal or interest is payable, with payments in amounts proportionate to their respective interests in the principal amount of such Global Note as shown on the records of CDS at the close of business on the seventh business day prior to the applicable interest payment date, with respect to the payment of interest, and, at maturity, with respect to the payment of principal. IFC also expects that payments of principal and interest by participants to the owners of interests in such Global Note held through such participants will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such participants. The responsibility and liability of IFC is limited to making payment of any principal and interest due on such Global Notes to CDS.

Any other rights of a holder of a Note (including voting rights) must be exercised through a participant in CDS in accordance with the rules and procedures of CDS.

Where CDS is not the registered owner of a Global Note, as interest becomes due and payable on a fully registered Note, IFC, either directly or through a trustee or paying agent, will send, prior to each interest payment date, by prepaid ordinary mail, a cheque for such interest (less any tax required to be withheld therefrom) payable to the order of the registered holder of such Note appearing on the register maintained by the trustee at the close of business on the seventh business day prior to the applicable interest payment date, and addressed to such holder at such holder's last address appearing on the register. In the event of non-receipt of any cheque for interest by the person to whom it is sent, IFC will issue to such person a replacement cheque for a like amount upon being furnished with such evidence of non-receipt and indemnity as it shall reasonably require.

Repayment of Unclaimed Money

Any amount paid by IFC to the Trustee or CDS that remains unclaimed at the end of six years after the amount is due to the holders of Notes, will, subject to applicable law, be repaid to IFC at its request. After that time, the holder of the Notes will be able to seek from IFC any payment (without interest) to which that holder may be entitled.

Governing Law

The Indenture is and the Notes will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

PLAN OF DISTRIBUTION

The Notes may be offered by one or more Dealers as selected from time to time by IFC, in each case, acting as agent of IFC or purchasing as principal. Where the Notes are offered by the Dealer(s) as agent(s), the commissions payable by IFC in connection with sales of such Notes shall be agreed from time to time between IFC and any such Dealer(s). Where the Notes are purchased by the Dealer(s) as principal, the Notes shall be purchased at such prices and with such commissions as may be agreed from time to time between IFC and any such Dealer(s) for resale to the public at prices to be negotiated with each purchaser. Such resale prices may vary during the distribution period and as between purchasers. Each Dealer's compensation will increase or decrease by the amount by which the aggregate price paid for Notes by purchasers exceeds or is less than the price paid by the Dealer, purchasing as principal, to IFC. The commissions payable in connection with sales of Notes will be set forth in a Pricing Supplement which will be delivered to purchasers in conjunction with the sale of the Notes. IFC may also offer the Notes directly to potential purchasers at prices and upon terms negotiated between the purchaser and IFC.

IFC may enter into one or more dealer agreements with the Dealers relating to the sale of Notes. Under the terms of the dealer agreements, the Dealers who participate in a distribution of Notes may be entitled to indemnification by IFC against certain liabilities, including liabilities under applicable securities legislation. A copy of the dealer agreement(s) will be filed with the securities regulatory authority in each of the provinces and territories of Canada following its execution.

IFC and, if applicable, the Dealers, may reject any offer to purchase the Notes in whole or in part. IFC also reserves the right to withdraw, cancel or modify the offering of the Notes hereunder without notice.

In connection with any offering of Notes, the Dealers may over-allot or effect transactions which stabilize or maintain the market price of the Notes offered at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. In addition, the Dealers may from time to time purchase and sell the Notes in the secondary market but are not obliged to do so. There can be no assurance that there will be a secondary market for the Notes. The offering price and other terms for such sales in the secondary market may, from time to time, be varied by the Dealers.

The Notes have not and will not be registered under the U.S. Securities Act, or any state securities laws, and may not be offered or sold within the United States or to U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption therefrom is available. Each of the Dealers will agree not to buy or offer to buy, sell or offer to sell, or solicit any offer to buy any Notes in the United States, or to or for the account or benefit of U.S. persons, except to "qualified institutional buyers" in accordance with Rule 144A under the U.S. Securities Act. This Prospectus Supplement does not constitute an offer to sell or a solicitation of an offer to buy any of the Notes in the United States. In addition, until 40 days after the commencement of the offering of an issue of Notes, an offer or sale of that issue within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the U.S. Securities Act.

RISK FACTORS

In addition to the risks described in the documents incorporated by reference in the Prospectus and this Prospectus Supplement, prospective purchasers should consider the risks described below before purchasing Notes.

Risks Relating to Unsecured Nature of the Notes

The Notes will not be secured by any of the assets of IFC. Holders of secured indebtedness of IFC would have a claim on the assets securing such indebtedness that ranks prior to a holder of Notes' claim on such assets. Holders of secured indebtedness of IFC also would have a claim that ranks *pari passu* with the claim of holders of Notes on such assets to the extent that such security did not satisfy such secured indebtedness in full.

Structural Subordination of the Notes

IFC is a holding company and substantially all of its business activities are carried on by its subsidiaries. Because IFC is a holding company, the Notes will be effectively subordinated to all existing and future liabilities, including trade payables and other indebtedness, of IFC's subsidiaries. In addition, as a holding company, IFC's ability to meet its financial obligations is dependent primarily upon the receipt of interest and principal, management fees, cash dividends and other payments from its subsidiaries, together with proceeds raised by IFC through the issuance of equity and debt securities. IFC's subsidiaries are distinct legal entities and have no legal obligation, contingent or otherwise, to pay any amount due under the Notes or to make any amounts available therefor. In addition, the payment of dividends and the making of loans, advances and other payments to IFC by its subsidiaries may be limited by applicable corporate and insurance law restrictions or contractual restrictions, will depend on the earnings of the subsidiaries and will be subject to various business and other considerations.

Ratings

There is no assurance that any rating assigned to the Notes issued hereunder will remain in effect for any given period of time or that any rating will not be lowered or withdrawn entirely by the relevant rating agency. A lowering or withdrawal of such rating may have an adverse effect on the market value of the Notes.

Absence of Public Market for the Notes

The Notes will be newly issued securities for which there is expected to be no existing trading market. IFC does not intend to list the Notes on any Canadian, U.S. or other securities exchange. If the Notes are not listed on any securities exchange, this may affect the pricing of the Notes in the secondary market, the transparency and availability

of trading prices, the liquidity of the Notes and the extent of issuer regulation. There can be no assurance that a secondary market will develop for the Notes or that any secondary market that does develop will continue. Accordingly, purchasers may not be able to sell the Notes. In addition, if a trading market develops for the Notes, the Notes could trade at prices that may be higher or lower than their initial offering prices, depending on many factors, including prevailing interest rates, IFC's results of operations and financial position, the ratings assigned to the Notes and IFC's other debt securities and the markets for similar debt securities.

Interest Rate Risks

Prevailing interest rates will affect the market price or value of the Notes. Generally, the market price or value of the Notes will decline as prevailing interest rates for comparable debt instruments rise and increase as prevailing interest rates for comparable debt instruments decline. Fluctuations in interest rates may also impact borrowing costs of IFC which may adversely affect its creditworthiness.

Risks Associated with Floating Rate Notes

The Notes will bear interest at fixed or floating rates as set out in the applicable Pricing Supplement. Investments in floating rate Notes entail risks not associated with investments in fixed rate Notes. The resetting of the applicable rate on a floating rate Note may result in a lower interest rate as compared to a fixed rate Note issued at the same time. The applicable rate on a floating rate Note will fluctuate in accordance with fluctuations in the instrument or obligation or other measure on which the applicable rate is based, which in turn may fluctuate and be affected by a number of interrelated factors, including economic, financial and political events over which IFC has no control.

Foreign Currency Risks

An investment in Notes that are denominated or payable other than in Canadian dollars entails significant risks that are not associated with a similar investment in a security denominated in Canadian dollars. Such risks include, without limitation, the possibility of significant changes in rates of exchange between the Canadian dollar and the applicable foreign currency unit, the possibility of the imposition or modification of foreign exchange controls by either the Canadian or foreign governments and potential illiquidity in the secondary market. These risks will vary depending upon the currency or currencies or currency unit involved and, where appropriate, will be more fully described in a Pricing Supplement.

This Prospectus Supplement does not describe all the risks of an investment in Notes denominated or payable other than in Canadian dollars and prospective investors should consult their own financial and legal advisor as to the risk entailed with respect thereto. Notes denominated other than in Canadian dollars are not appropriate investments for investors who are unfamiliar with foreign currency transactions.

The Notes will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. A judgment by a Canadian court relating to any Note may be awarded only in Canadian currency and such judgment may be based on a rate of exchange in existence on a day other than the day of payment.

Redemption of Notes

If the Notes are redeemable at IFC's option, as provided in the applicable Pricing Supplement, IFC may choose to redeem the Notes from time to time, especially when prevailing interest rates are lower than those payable by IFC under the terms of the Notes. If prevailing rates are lower at the time of redemption, a purchaser would not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the rate on the Notes being redeemed. IFC's redemption right may also adversely impact a purchaser's ability to sell the Notes as the optional redemption date or period approaches.

No Limitations on Debt

The Indenture will not contain any provision limiting IFC's ability to incur indebtedness generally.

No Event Risk Protection

The Indenture will not contain any provision that would afford holders of Notes protection should IFC be involved in a highly leveraged or similar transaction.

Enforcement of Judgments Against Foreign Persons may not be Possible

Each of Emmanuel Clarke, Robert G. Leary, Stuart J. Russell, Frederick Singer and William L. Young, directors of IFC, are resident outside of Canada and, as a result, it may not be possible for purchasers of securities of IFC to effect service of process within Canada upon these individuals. All or a substantial portion of the assets of these individuals are likely to be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against such persons in Canada or to enforce a judgment obtained in Canadian courts against such individuals outside of Canada.

LEGAL MATTERS

Unless otherwise specified in the applicable Pricing Supplement, certain legal matters relating to an offering of Notes will be passed upon on behalf of IFC by Blake, Cassels & Graydon LLP. As at December 15, 2021, the partners and associates of Blake, Cassels & Graydon LLP, as a group, beneficially owned, directly or indirectly, less than 1% of the issued and outstanding securities of IFC or any associate or affiliate of IFC.