

November 17, 2025

Power Corporation of Canada
751 Square Victoria
Montréal, Québec
H2Y 2J3

Attention: Mr. Jake Lawrence
Executive Vice-President and Chief Financial Officer

Re: Issue of 5.65% Non-Cumulative First Preferred Shares, Series I

Dear Sirs:

We understand that Power Corporation of Canada (the “Corporation”) desires to sell 8,000,000 5.65% Non-Cumulative First Preferred Shares, Series I of the Corporation described in Schedule “A” hereto (the “Securities”) and is prepared:

- (a) to create, authorize and issue the Securities; and
- (b) to prepare and file, without delay, a prospectus supplement (the “Prospectus Supplement”) (in the English and French languages, as appropriate) to the short form base shelf prospectus dated November 19, 2024 (the “Base Shelf Prospectus”) (the Base Shelf Prospectus and the Prospectus Supplement being collectively referred to herein as the “Prospectus”), and all necessary related documents in order to qualify the Securities for Distribution (as hereinafter defined) in each of the provinces and territories of Canada (the “Qualifying Jurisdictions”).

BMO Nesbitt Burns Inc. (“BMO”), RBC Dominion Securities Inc. (“RBC”), Scotia Capital Inc. (“Scotia Capital”) (BMO, RBC and Scotia Capital being collectively the “Co-Lead Underwriters” and each individually a “Co-Lead Underwriter”), CIBC World Markets Inc., National Bank Financial Inc., TD Securities Inc., Desjardins Securities Inc. and Casgrain & Company Limited (each individually, an “Underwriter” and collectively, the “Underwriters”) hereby severally (*conjointement*) offer to purchase from the Corporation, upon and subject to the terms and conditions contained herein, and by its acceptance hereof the Corporation agrees to sell to the Underwriters, at the Closing Time (as hereinafter defined), all, but not less than all, of the Securities for the aggregate purchase price specified in Schedule “A” hereto (the “Purchase Price”). The agreement resulting from the Corporation’s acceptance of this offer is hereinafter referred to as “this Agreement”.

In this offer, the term “Distribution” means “distribution” or “distribution to the public” as those terms are defined in applicable Canadian securities legislation, and “Business Day” means a day that is not a Saturday, a Sunday or a day on which banks in the City of Toronto or Montreal are not open for the transaction of business. The term Prospectus includes any documents or information incorporated or deemed to be incorporated therein by reference.

In consideration of the Underwriters’ agreement to purchase the Securities provided for herein, and in consideration of the underwriting services to be rendered by the Underwriters in connection therewith, the Corporation agrees to pay to the Underwriters on the closing at the Closing Time the

fee specified in Schedule “A” hereto (the “Underwriters’ Fee”). BMO, RBC and Scotia Capital shall act as joint bookrunners in connection with the transaction contemplated herein.

Terms and Conditions

1. The Corporation will duly and validly create, authorize and issue the Securities and will ensure that the Securities have the attributes contemplated by Schedule “A” hereto. The documentation establishing the attributes of the Securities shall be satisfactory in all material respects to the Underwriters and the Corporation and to their respective counsel. The Securities will, at the Closing Time, be rated Pfd-2 by DBRS Limited (“DBRS”) and P-1(Low) on the Canadian Preferred Scale and A- on the Global Preferred Scale by S&P Global Ratings (“S&P”). No ratings alert for a potential downgrade of such ratings shall have been issued between the date of this Agreement and the Closing Time by either DBRS or S&P.
2. The Corporation shall fulfil to the satisfaction of the Underwriters’ counsel all legal requirements to be fulfilled by the Corporation to enable the Securities to be offered for sale and sold to the public in each of the Qualifying Jurisdictions by or through the Underwriters and other investment dealers and brokers who comply with the applicable securities laws of the Qualifying Jurisdictions. The Corporation shall file the Prospectus Supplement and all other documents required by applicable Canadian securities legislation as soon as possible but in any event not later than 11:59 p.m., Montreal time, on November 17, 2025 in each Qualifying Jurisdiction, or, such later date and time as may be agreed upon in writing.
3. The Underwriters may offer the Securities for sale to the public, directly, and through other investment dealers and brokers (the Underwriters, together with such other investment dealers and brokers, are referred to herein as the “Selling Firms”), only as permitted by applicable Canadian securities laws, upon the terms and conditions set forth in the Prospectus and in this Agreement. The Underwriters represent and warrant to the Corporation that in each of the Qualifying Jurisdictions, at least one of the Underwriters that will sign the Prospectus Supplement (including any Prospectus Amendment (as hereinafter defined)) will be duly registered therein at the time of the Distribution.

The Underwriters covenant and agree that if they offer to sell or sell any Securities in jurisdictions other than the Qualifying Jurisdictions, such offers and sales shall be effected in accordance and compliance with the applicable laws of such jurisdictions and shall be effected in such manner so as not to require registration of the Corporation with, or the registration of the Securities or the filing of the Prospectus or other document with respect thereto under, the laws of any jurisdiction outside the Qualifying Jurisdictions including, without limitation, the United States of America. The Underwriters shall cause similar undertakings to be contained in any agreements among the Selling Firms. For purposes of this paragraph 3, the Underwriters shall be entitled to assume that the Securities are qualified for Distribution in any province and territory of Canada where a receipt or similar document for the Base Shelf Prospectus shall have been obtained from the applicable securities regulatory authority following the filing of the Base Shelf Prospectus and any province and territory covered by the receipt issued by the *Autorité des marchés financiers* under Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 *Process for Prospectus Reviews in Multiple*

Jurisdictions. Notwithstanding the foregoing provisions of this paragraph, an Underwriter will not be liable to the Corporation under this paragraph with respect to a default by another Underwriter under this paragraph.

The Underwriters shall use their reasonable best efforts to complete, and to cause the Selling Firms to complete, the Distribution of the Securities as promptly as possible and BMO shall promptly notify the Corporation in writing of the completion of the Distribution of the Securities by the Selling Firms. After closing, the Underwriters shall provide the Corporation with such information as it may reasonably require with respect to the proceeds realized in each of the Qualifying Jurisdictions from the Distribution of the Securities for the purpose of payment of filing fees.

During the period from the date of this Agreement until the completion of the Distribution of the Securities, the Underwriters shall (i) not provide to any potential investors of the Securities any marketing materials (as such term is defined in National Instrument 41-101 – *General Prospectus Requirements*) in respect of the Securities that are or would be required to be incorporated by reference into the Prospectus without the prior approval by the Corporation of the template version (as such term is defined in National Instrument 41-101 – *General Prospectus Requirements*) of such marketing materials, such approval to be evidenced by a written agreement, including, without limitation, through e-mail correspondence between the Corporation and BMO and (ii) provide a copy of the Base Shelf Prospectus and, as applicable, the Prospectus Supplement and any Prospectus Amendment to each potential investor of the Securities who receives any marketing materials referred to in this paragraph. For greater certainty, the term sheet attached as Schedule “A” hereto was approved by the Corporation and BMO on November 13, 2025.

4. The Corporation shall co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate fully in the preparation of the Prospectus Supplement and any Prospectus Amendment and shall allow the Underwriters to conduct all “due diligence” investigations which the Underwriters may reasonably require to fulfil the Underwriters’ obligations as underwriters and to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters in such documentation.
5. During the period from the date of this Agreement until the completion of the Distribution of the Securities, the Corporation will promptly notify the Underwriters in writing of any material change in the business, financial condition, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its subsidiaries, taken together, or any change in any matter covered by a statement contained in the Prospectus or any amendment (a “Prospectus Amendment”) to any of such documents, as they exist immediately prior to such change, which change is, or may be, of such a nature as to render the Prospectus or any Prospectus Amendment, as it exists immediately prior to such change, misleading or untrue or would result in any of such documents, as they exist immediately prior to such change, containing a misrepresentation (as defined in applicable Canadian securities laws) or which would result in any of such documents, as they exist immediately prior to such change, not complying with the laws of any Qualifying Jurisdiction in which the Securities are to be offered for sale, or which change would reasonably be expected to have a significant effect on the market price or value of any securities of the Corporation. The Underwriters agree,

and will require each Selling Firm to agree, to cease the Distribution of the Securities upon the Underwriters receiving written notification from the Corporation of any change contemplated by this paragraph and to not recommence the Distribution of the Securities in any Qualifying Jurisdiction until a Prospectus Amendment disclosing such change is filed in each of the Qualifying Jurisdictions and, if applicable, a receipt is issued by such Qualifying Jurisdiction for such Prospectus Amendment. The Corporation shall, to the satisfaction of the Underwriters' counsel, promptly comply with all applicable filing and other requirements under securities laws in the Qualifying Jurisdictions arising as a result of such change. The execution of a Prospectus Amendment in respect of any material change or change in a material fact or disclosure of a material fact by the Underwriters shall not constitute a waiver of the Underwriters' rights under paragraph 16(a) hereof.

In addition, if, during the period of the Distribution of the Securities, there is any change in any applicable securities laws which results in a requirement to file a Prospectus Amendment, the Corporation shall, to the satisfaction of the Underwriters' counsel, make any such filing as soon as possible.

6. The Corporation shall cause to be delivered to the Underwriters:

- (a) on the date hereof, or as soon as possible after the date hereof, copies of the Prospectus, including copies of all documents or information incorporated by reference therein, except as otherwise publicly available on the System for Electronic Data Analysis and Retrieval+ ("SEDAR+") which shall be deemed to be delivered to the Underwriters;
- (b) forthwith when available, copies of any Prospectus Amendment and copies of any documents or information incorporated by reference therein, except as otherwise publicly available on SEDAR+ which shall be deemed to be delivered to the Underwriters;
- (c) a copy of any other document required to be filed by the Corporation in compliance with the applicable Canadian securities laws, except as otherwise publicly available on SEDAR+ which shall be deemed to be delivered to the Underwriters;
- (d) forthwith when filed with the securities regulatory authorities, copies of any document which, when so filed, will be deemed to be incorporated by reference in the Prospectus and any Prospectus Amendment, except as otherwise publicly available on SEDAR+ which shall be deemed to be delivered to the Underwriters;
- (e) at the time of the delivery to the Underwriters pursuant to this paragraph 6 of the Prospectus or any Prospectus Amendment, in each case in the French language,
 - (i) opinions of the Corporation's counsel in Québec dated the date of such document, and acceptable in form and substance to the Underwriters' counsel that, except for the audited consolidated comparative financial statements of the Corporation as at and for the year ended December 31, 2024, together with the notes thereto, and the independent auditor's report thereon, the Management's Discussion and Analysis of the financial condition and performance of the Corporation for the year ended December 31, 2024, the

unaudited interim condensed consolidated comparative financial statements of the Corporation as at and for the three months and nine months ended September 30, 2025, together with the notes thereto, the interim Management's Discussion and Analysis of the financial condition and performance of the Corporation for the three months and nine months ended September 30, 2025 and any additional financial information included in the Prospectus (collectively, the "Financial Information"), in each case contained or incorporated by reference in such document, the document in the French language is in all material respects a complete and adequate translation of the document in the English language and that such document is not susceptible of any materially different interpretation with respect to any material matter contained therein; and

- (ii) an opinion of Deloitte LLP dated the date of the Prospectus or the Prospectus Amendment, as the case may be, and acceptable in form and substance to the Underwriters' counsel, that the Financial Information contained or incorporated by reference in such document in the French language is in all material respects a complete and proper translation of such Financial Information contained in such document in the English language; and
- (f) at the time of the delivery to the Underwriters pursuant to this paragraph 6 of the Prospectus or any Prospectus Amendment, a comfort letter from Deloitte LLP dated the date of the Prospectus or the Prospectus Amendment, as the case may be, and acceptable in form and substance to the Underwriters, with respect to such financial and accounting information which is contained or incorporated by reference in the Prospectus or Prospectus Amendment, as the case may be, which comfort letter shall be in addition to the comfort letters addressed to the securities regulatory authorities and shall be based on a review by Deloitte LLP having a cut-off date not more than two (2) Business Days prior to the date of the comfort letter.
7. Delivery of the Prospectus or any Prospectus Amendment to potential investors will be satisfied in accordance with the "access equals delivery" provisions contained in Part 6A of National Instrument 44-102 – *Shelf Distributions* ("NI 44-102") and the Underwriters and the Corporation shall satisfy any request for electronic or paper copies of the Prospectus or any Prospectus Amendment in accordance with the requirements of NI 44-102, without charge.
8. The Corporation's delivery to the Underwriters of the documents referred to in paragraphs 6(a), 6(b) and 6(d) hereof shall constitute:
- (a) the Corporation's representation and warranty to the Underwriters that each such document at the time of its filing fully complied in all material respects with the requirements of the securities laws pursuant to which it was filed and that all the information and statements contained therein (except information and statements contained therein relating solely to the Underwriters, or which are modified or superseded by information or statements contained in the Prospectus or the Prospectus Amendment, as the case may be) are at the respective dates of delivery thereof, true and correct in all material respects, contain no misrepresentation (as defined in

applicable securities laws) and that the Prospectus constitutes full, true and plain disclosure of all material facts relating to the Corporation and its subsidiaries, taken together, and the Securities as required by applicable securities laws;

- (b) the Corporation's representation and warranty to the Underwriters that no material fact or information (except facts or information relating solely to the Underwriters or which have been modified or superseded as provided in the Prospectus) has been omitted therefrom which is necessary to make the statements contained therein not misleading in light of the circumstances in which they were made;
 - (c) the Corporation's representation and warranty to the Underwriters, that, except as has been publicly disclosed, there has been no material adverse change in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Corporation and its subsidiaries, taken together, since the end of the Corporation's fiscal quarter ended September 30, 2025; and
 - (d) the Corporation's consent to the use by the Selling Firms of such documents in connection with the Distribution of the Securities in the Qualifying Jurisdictions in compliance with the provisions of this offering.
9. The purchase of the Securities under this Agreement shall be held electronically at 8:30 a.m., Montreal time, on November 20, 2025 or on such other date not later than December 15, 2025 and such other time as may be agreed upon in writing between the Corporation and the Underwriters (any such date being referred to herein as the "Closing Date" and any such time being referred to herein as the "Closing Time").
10. The Underwriters' obligations under this Agreement are conditional upon and subject to the Underwriters' receiving at the Closing Time:
- (a) evidence of a non-certificated inventory deposit representing the Securities, or alternatively, one global book-entry form of certificate representing the Securities and registered in the name of "CDS & Co.", or in such other name or names as BMO, on behalf of the Underwriters, may notify to the Corporation in writing not less than 48 hours prior to the Closing Time, against evidence of payment by the Underwriters of the aggregate purchase price for the Securities as specified in Schedule "A" hereto (the "Purchase Price"), net of the amount of the Underwriters' Fee, by wire transfer to the Corporation to such account as the Corporation shall specify to the Underwriters in writing not less than 48 hours prior to the Closing Time. The certificate in global form representing the Securities, if applicable, shall be delivered by BMO to the CDS Clearing and Depository Services Inc. ("CDS"), together with a direction to CDS with respect to the crediting of such Securities to the accounts of the participants of CDS;
 - (b) a certificate, dated the Closing Date and signed by the President and Chief Executive Officer of the Corporation together with the Executive Vice-President and Chief Financial Officer of the Corporation, or such other officers of the Corporation as may be acceptable to the Underwriters, acting reasonably, certifying that (i) the Corporation has complied with all terms and conditions of this Agreement to be

complied with by the Corporation at or prior to the Closing Time; (ii) the representations and warranties of the Corporation contained herein are true and correct as of the Closing Time; (iii) no order, ruling or determination having the effect of ceasing or suspending trading in the Securities or any other securities of the Corporation has been issued and no proceedings for such purpose are pending or, to the best of the knowledge, information and belief of the persons signing such certificate, are contemplated or threatened; and (iv) there has been, since June 30, 2025, no material adverse change, financial or otherwise (except as publicly disclosed), in the business, financial condition, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation, and its subsidiaries, taken together;

- (c) a comfort letter from Deloitte LLP dated the date of delivery and acceptable in form and substance to the Underwriters bringing the information contained in the comfort letter or letters referred to in paragraph 6(f) hereof forward to the Closing Time, provided that such comfort letter shall be based on a review by Deloitte LLP having a cut-off date not more than two (2) Business Days prior to the Closing Date;
- (d) favourable legal opinions addressed to the Underwriters, dated the Closing Date, from the Corporation's counsel, Blake, Cassels & Graydon LLP, as to matters governed by the laws of the Provinces of Québec, Ontario, Alberta and British Columbia and the federal laws of Canada applicable therein and from local counsel and in-house counsel acceptable to the Underwriters, acting reasonably, as to matters governed by the laws of other jurisdictions, with respect to the due incorporation and valid existence of the Corporation, Power Financial Corporation, Great-West Lifeco Inc., Empower Annuity Insurance Company of America, The Canada Life Assurance Company, IGM Financial Inc., IGWM Inc., Mackenzie Financial Corporation, Power Financial Europe SA, Parjointco SA and Groupe Bruxelles Lambert; the creation, authorization, issue and sale of the Securities; the form of certificates representing the Securities (if any); the due appointment of the registrar and transfer agent in respect of the Securities; the due authorization, execution, delivery and enforceability of this Agreement; the consistency in all material respects of the Securities with the description thereof as set forth in the Prospectus; the reporting issuer status of the Corporation under the securities legislation of each of the Qualifying Jurisdictions; the listing of the Securities on the Toronto Stock Exchange (the "TSX"); the fulfilment of and compliance with the terms and conditions hereof and applicable securities and other laws in connection with the sale of the Securities to the Underwriters; the obtaining of all necessary approvals in connection with the sale of the Securities to the Underwriters; that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not and will not result in a breach of any of the provisions of the *Canada Business Corporations Act*, the articles of incorporation or the by-laws of the Corporation or the provisions of any material contract that the Underwriters reasonably request; the eligibility of the Securities as "qualified investments" under the *Income Tax Act* (Canada); compliance with the laws of Québec relating to the use of the French language; and such other matters as the Underwriters or their counsel may reasonably request, it being further understood that the Corporation's counsel may rely, to the extent appropriate in the circumstances, as

to matters of fact on certificates of the Corporation's officers, of the auditor of the Corporation, or of regulatory authorities;

- (e) a favourable legal opinion addressed to the Underwriters, dated the Closing Date, from the Underwriters' counsel with respect to the validity of the offering and sale of the Securities and such other matters referred to in (d) above as the Underwriters may reasonably request;
 - (f) a letter from each of DBRS and S&P dated the day before the Closing Date confirming the ratings described in paragraph 1 hereof; and
 - (g) evidence satisfactory to the Underwriters, acting reasonably, that the Securities are listed for trading on the TSX.
11. The Corporation shall elect, in the manner and within the time period provided under the *Income Tax Act* (Canada), under section 191.2, to pay tax under Part VI.1 of such Act at a rate such that the holders of the Securities will not be required to pay tax on dividends received (or deemed to be received) on such shares under Part IV.1 of such Act.
12. The Corporation shall protect and indemnify each of the Underwriters and such Underwriter's directors, officers and employees (the "Indemnified Parties") from and against all losses (other than losses of profit in connection with the resale of the Securities), claims, costs (including, without limitation, reasonable legal fees and disbursements), damages and liabilities (collectively, "claims") caused by or arising directly or indirectly by reason of:
- (a) any information or statement (except any information or statement furnished by and relating solely to the Underwriters) contained or incorporated by reference in the Prospectus or any Prospectus Amendment or in any other document or material filed or delivered pursuant hereto being or being alleged to be a misrepresentation (as defined in applicable securities laws) or untrue or any omission or alleged omission to state therein any fact or information (except facts or information relating solely to the Underwriters) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made; or
 - (b) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority or by any other competent authority, based upon any untrue statement, omission or misrepresentation (as defined in applicable securities laws) or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to Indemnified Parties or information or statements that are modified or superseded prior to the Closing Time by subsequent information as provided in the Prospectus or any Prospectus Amendment) contained or incorporated by reference in the Prospectus or any Prospectus Amendment or in any other document or material filed or delivered pursuant hereto (except any document or material delivered or filed solely by the Underwriters) preventing or restricting the trading in or the sale or Distribution of the Securities or any of them or any other securities of the Corporation in any of the Qualifying Jurisdictions;

other than any claim caused by or arising directly or indirectly by reason of the breach by any such Underwriter of any of its covenants herein provided for or of applicable securities or other laws in connection with any of the transactions contemplated herein. If any claim contemplated by this paragraph shall be asserted against any of the Indemnified Parties, or if any potential claim contemplated by this paragraph shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify the Corporation as soon as possible of the nature of such claim (provided that any failure to so notify shall not affect the Corporation's liability under this paragraph) and the Corporation shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought to enforce such claim; provided that the defence shall be through legal counsel acceptable to the Indemnified Party acting reasonably and no admission of liability shall be made by the Corporation or the Indemnified Party without, in each case, the prior written consent of all the parties hereto, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

- (i) the Corporation fails to assume the defence of such suit on behalf of the Indemnified Party within ten (10) Business Days of receiving written notice of such suit;
- (ii) the employment of such counsel has been authorized in writing by the Corporation; or
- (iii) the named parties to any such suit include both the Indemnified Party and the Corporation and the Indemnified Party shall have been advised by counsel, acting reasonably, that there may be one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the Corporation in which case the Corporation shall not have the right to assume the defence of such suit on behalf of the Indemnified Party but shall be liable to pay the reasonable fees and expenses of counsel for the Indemnified Party. The Corporation shall not be liable under this paragraph to pay the fees and expenses of more than one law firm in any one jurisdiction acting as counsel on behalf of one or more Indemnified Parties. The Corporation hereby constitutes the Underwriters as trustee for the Underwriters' directors, officers and employees for the covenants of the Corporation under this paragraph 12 with respect to the Underwriters' directors, officers and employees and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

13. In order to provide for just and equitable contribution in circumstances in which the indemnity provided in paragraph 12 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by any party defined in such paragraph to be an "Indemnified Party" or enforceable otherwise than in accordance with its terms, the Corporation and all such Indemnified Parties shall contribute to the aggregate of all claims, reasonable expenses, reasonable costs and all liabilities and losses (other than loss of profits) of the nature contemplated in paragraph 12 and suffered or incurred by such Indemnified

Parties provided, however, that the Underwriters shall be responsible in the aggregate for that portion represented by the percentage that the aggregate fee payable by the Corporation to the Underwriters hereunder bears to the Purchase Price of the Securities, and the Corporation shall be responsible for the balance, whether or not it has been sued or sued separately, provided that:

- (a) the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of such aggregate fee or any portion thereof actually received; and
- (b) no person guilty of misrepresentation as defined in the *Securities Act* (Québec) that is fraudulent shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

If the Corporation is held to be entitled to contribution from the Underwriters under the provisions of any statute or law, the Corporation shall be limited to receiving contribution in an amount not exceeding the lesser of (i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Underwriters are responsible, as determined by the foregoing provisions, and (ii) the amount of the fees actually received by the Underwriters from the Corporation.

The rights to contribution provided in this paragraph 13 shall be in addition to and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise at law. If the Underwriters have reason to believe that a claim for contribution may arise, they shall give the Corporation notice thereof in writing, but the failure to notify the Corporation in a timely fashion shall not relieve the Corporation of any obligation which it may have to the Indemnified Parties under this paragraph, except to the extent that such failure significantly prejudices the proceedings or increases the liability which the Corporation would otherwise have hereunder.

14. Whether or not the transactions herein contemplated shall be completed, all reasonable expenses of or incidental to the authorization, issue, delivery and sale of the Securities and of or incidental to all other matters in connection with the transactions herein set out shall be borne by the Corporation, including, without limitation, expenses payable in connection with the qualification of the Securities for sale to the public, all costs incurred in connection with the preparation, translation, printing and delivery of the Prospectus and any Prospectus Amendment including commercial copies thereof and of the definitive certificates representing the Securities and all costs of any marketing or information meetings approved by the Corporation, acting reasonably, and the fees and expenses of counsel to the Corporation, of the Corporation's auditor and of local counsel. Notwithstanding the foregoing, the fees and disbursements of Underwriters' counsel and the Underwriters' out-of-pocket expenses (other than those referred to in the foregoing sentence) shall be borne by the Underwriters unless the transaction contemplated by this Agreement is not completed due to the default of the Corporation and other than due to the default of the Underwriters, in which case such reasonable fees, disbursements and other expenses shall be borne by the Corporation.

15. The Underwriters shall deliver to the Corporation a certificate not less than 48 hours prior to the Closing Time certifying the number of the Securities sold to exempt institutions and the number of the Securities sold to other investors for purposes of calculating the Underwriters' Fee.
16. In addition to any other remedies which may be available to the Underwriters, any Underwriter shall be entitled, at the Underwriter's option, to terminate and cancel, without any liability on the Underwriter's part, the Underwriter's obligations under this Agreement:
 - (a) if, during the period from the date of this Agreement to the Closing Time, any inquiry, investigation or other proceeding is announced or commenced or any order is issued under or pursuant to any statute of Canada or any of the Qualifying Jurisdictions, or otherwise, or there is any change of law, which operates, or would in the reasonable opinion of the Underwriter operate, to prevent or restrict in Canada the distribution of or trading in or involving the Securities or any other securities of the Corporation;
 - (b) if, during the period from the date of this Agreement to the Closing Time, there shall have occurred, or the Corporation shall have notified the Underwriters that there has occurred any material adverse change, financial or otherwise, in the business, financial condition, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its subsidiaries taken together (including any notice provided under paragraph 5) which was undisclosed as of the date of this Agreement, and such change in the reasonable opinion of the Underwriter would be expected to have an adverse effect on the market price or value of the Securities;
 - (c) if, during the period from the date of this Agreement to the Closing Time, there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, or any action, government law or regulation, inquiry or other occurrence of any nature whatsoever which materially adversely affects, or may in the reasonable opinion of the Underwriter materially adversely affect, Canadian financial markets or the business, operations or affairs of the Corporation and its subsidiaries taken together, and such event would be reasonably expected to have a significant adverse effect on the market price or value of the Securities; or
 - (d) if there has been and remains at the Closing Time an adverse change in the assigned ratings on the Securities by DBRS or S&P, or if DBRS or S&P shall have issued a ratings alert for a potential downgrade of such ratings that remains outstanding at the Closing Time;

by giving the Corporation written notice to that effect at or prior to the Closing Time. If any Underwriter terminates the Underwriter's obligations hereunder pursuant to this paragraph 16, the Corporation's liability hereunder to such Underwriter shall be limited to the Corporation's obligations under paragraphs 12, 13 and 14 hereof. The right of each of the Underwriters to so terminate its respective obligations under this Agreement is in addition to such other remedies as it has in respect of any default, act or failure to act of the Corporation in respect of any matters contemplated by this Agreement.

17. All steps which must or may be taken by the Underwriters in connection with this Agreement, with the exception of steps contemplated by paragraph 16 hereof, may be taken by BMO on the Underwriters' behalf and the Corporation may accept notification of any such steps from, and may deliver the certificates representing the Securities to or to the order of, BMO.
18. Subject to the terms of this Agreement, the Underwriters' obligations under this Agreement to purchase the Securities shall be several (*conjointes*) and not joint and several (*solidaires*) and the liability of each of the Underwriters to purchase the Securities shall be limited to the following percentages of the aggregate purchase price of the Securities, as set forth herein, it being understood that the Co-Lead Underwriters shall be entitled to receive a management fee representing 5% of the Underwriters' Fee (to be split evenly between the Co-Lead Underwriters), with the balance to be apportioned among the Underwriters as follows:

BMO Nesbitt Burns Inc.	19.0%
RBC Dominion Securities Inc.	19.0%
Scotia Capital Inc.	19.0%
CIBC World Markets Inc.	13.0%
National Bank Financial Inc.	13.0%
TD Securities Inc.	13.0%
Desjardins Securities Inc.	3.0%
Casgrain & Company Limited	1.0%
	<hr/>
	100.0%

Nothing herein shall oblige the Corporation to sell to any or all of the Underwriters or the Underwriters to purchase less than all of the aggregate amount of the Securities or shall relieve any Underwriter in default hereunder from liability to the Corporation or the other Underwriters. If one or more of the Underwriters fails to purchase its or their applicable percentages of the aggregate amount of the Securities at the Closing Time, the other Underwriter or Underwriters shall have the right, but shall not be obliged, to purchase on a *pro rata* basis (or such other basis as they may agree) all, but not less than all, of the Securities which would otherwise have been purchased by the Underwriter or Underwriters which fail to purchase. In the event that such right is not exercised and the Corporation chooses to sell less than all of the Securities, the Underwriter or Underwriters which is or are able and willing to purchase their respective percentage of Securities shall be relieved of all obligations to the Corporation with respect to the balance of the Securities hereunder in excess of their respective percentages; if the Corporation does not so choose, then the Underwriting Agreement shall terminate and the Underwriters which are able and willing to purchase their respective percentage of Securities shall be relieved of all obligations to the Corporation on submission to the Corporation of reasonable evidence of their ability and willingness to fulfil their obligations hereunder at the Closing Time and the Corporation shall be relieved of all obligations to the Underwriters, except in respect of any liability which may have arisen or may thereafter arise under paragraphs 12, 13 and 14.

19. All representations, warranties, terms and conditions of this Agreement shall also be construed as conditions, and any breach or failure to comply with any such representations, warranties, terms or conditions by the Corporation shall entitle any of the Underwriters, without limitation

of any other remedies of the Underwriters, to terminate such Underwriter's obligations to purchase Securities by giving written notice to that effect to the Corporation at or prior to the Closing Time. It is understood that the Underwriters may waive in whole or in part, or extend the time for compliance with, any of such representations, warranties, terms and conditions without prejudice to the Underwriters' rights in respect of any other of such representations, warranties, terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

20. The representations, warranties, covenants, obligations and agreements of the parties contained herein or delivered pursuant hereto shall survive the purchase by the Underwriters of the Securities and shall continue in full force and effect notwithstanding any subsequent disposition by the Underwriters of the Securities. The Underwriters shall be entitled to rely on the representations and warranties of the Corporation contained herein or delivered pursuant hereto notwithstanding any investigation which the Underwriters may undertake or which may be undertaken on the Underwriters' behalf.
21. Any notice or other communication to be given hereunder shall, in the case of notice to the Corporation, be addressed to the Corporation at 751 Square Victoria, Montreal, Québec, H2Y 2J3, Attention: Executive Vice-President and Chief Financial Officer (with a copy to the Vice-President, General Counsel and Secretary) and, in the case of notice to the Underwriters, be addressed to each of the Co-Lead Underwriters and to the persons indicated on Schedule "B" hereto, at the address therein set out. Any such notice or other communication shall be in writing, and unless delivered personally to a responsible officer of the addressee, shall be given by courier service or email, and shall be deemed to have been received, if given by email, on the day of sending (if such day is a Business Day and, if not, on the next day following the sending thereof) and, if given by courier service, on the next Business Day following the sending thereof.
22. BMO, or an affiliate thereof, may own or control an equity interest in TMX Group Limited ("TMX Group") and may have a nominee director serving on the TMX Group's board of directors. As such, such investment dealer may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the Toronto Stock Exchange, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service. The Corporation confirms and acknowledges that the decision to list the Securities on the Toronto Stock Exchange was made by the Corporation. BMO did not and does not require the Corporation to list the Securities on the Toronto Stock Exchange as a condition of BMO supplying or continuing to supply underwriting and/or any other services.
23. Time shall be of the essence of this Agreement.
24. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the courts of such province shall have exclusive jurisdiction over any dispute hereunder.

25. The Corporation shall not sell, or announce its intention to sell, nor authorize or issue, or announce its intention to authorize or issue, any preferred shares or securities convertible or exchangeable for or exercisable into preferred shares, other than the Securities, at any time commencing on the date of this Agreement and ending 45 days after the Closing Date without the prior written consent of BMO, RBC, and Scotia Capital, on behalf of the Underwriters, such consent not to be unreasonably withheld.
26. This Agreement constitutes the entire agreement between the parties pertaining to the subject matters of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
27. The parties hereto confirm that it is their wish that the Agreement as well as all other documents relating hereto, including notices, be and shall be produced in English only. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tout avis, s'y rattachant, soient rédigés en anglais seulement.*
28. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

If the foregoing is acceptable to the Corporation, please signify such acceptance on the duplicates of this letter and return such duplicates to BMO, which accepted offer shall constitute the contract for the purchase by us and sale by the Corporation of the Securities referred to herein and shall constitute a binding agreement among us.

Yours very truly,

(Signatures on next page.)

BMO NESBITT BURNS INC.

By: (signed) Tim Tutsch
Name: Tim Tutsch

RBC DOMINION SECURITIES INC.

By: (signed) John Bylaard
Name: John Bylaard

SCOTIA CAPITAL INC.

By: (signed) Joe Kulic
Name: Joe Kulic

CIBC WORLD MARKETS INC.

By: (signed) Richard Finkelstein
Name: Richard Finkelstein

NATIONAL BANK FINANCIAL INC.

By: (signed) Maude Leblond
Name: Maude Leblond

TD SECURITIES INC.

By: (signed) Mahsa Afghahi
Name: Mahsa Afghahi

DESJARDINS SECURITIES INC.

By: (signed) François Carrier
Name: François Carrier

CASGRAIN & COMPANY LIMITED

By: (signed) Roger Casgrain
Name: Roger Casgrain

ACCEPTED AND AGREED as of the 17th day of November, 2025.

POWER CORPORATION OF CANADA

By: *(signed) Jake Lawrence*

Name: Jake Lawrence
Executive Vice-President and Chief
Financial Officer

By: *(signed) Stéphane Lemay*

Name: Stéphane Lemay
Vice-President, General Counsel and
Secretary

SCHEDULE A

Power Corporation of Canada Non-Cumulative First Preferred Shares, Series I November 13, 2025

The Preferred Shares (as defined below) will be offered by way of a prospectus supplement in all of the provinces and territories of Canada. A prospectus supplement containing important information relating to the Preferred Shares has not yet been filed with the applicable Canadian securities regulatory authorities. A final base shelf prospectus containing important information relating to the securities described in this document has been filed with the securities regulatory authorities in each of the provinces and territories of Canada. The final base shelf prospectus, any applicable shelf prospectus supplement and any amendment to the documents are or will be accessible through SEDAR+. Copies of the documents may be obtained without charge from any of the joint bookrunners by contacting BMO Capital Markets by email at torbramwarehouse@datagroup.ca, RBC Capital Markets by email at Distribution.RBCDS@rbccm.com, and Scotiabank by email at equityprospectus@scotiabank.com, and by providing the contact with an email address or address, as applicable.

This term sheet does not provide full disclosure of all material facts relating to the Preferred Shares. Investors should read the final base shelf prospectus, any amendment and any applicable shelf prospectus supplement for disclosure of those facts, especially risk factors relating to the Preferred Shares, before making an investment decision.

Terms and Conditions

Issuer:	Power Corporation of Canada (the "Corporation").
Issue:	Non-Cumulative First Preferred Shares, Series I (the "Preferred Shares").
Issue Size:	C\$150 million. 6,000,000 Preferred Shares.
Issue Price:	C\$25.00 per Preferred Share.
Underwriters' Option:	The Corporation has granted the underwriters an option, exercisable up to 48 hours prior to Closing, to purchase up to an additional 2,000,000 Preferred Shares (C\$50 million) at the Issue Price.
Dividends:	5.65% per annum, payable quarterly on a non-cumulative basis on the 15 th day of January, April, July, and October in each year. The initial dividend will be paid on April 15, 2026 and will be C\$0.565 per Preferred Share based on an anticipated closing date of November 20, 2025.
Redemption for Cash:	The Preferred Shares are not redeemable prior to January 15, 2031. On or after January 15, 2031, the Corporation may, on not less than 30 nor more than 60 days' notice, redeem the Preferred Shares in whole or in part, at the Corporation's option, by the payment in cash of C\$26.00 per Preferred Share if redeemed prior to January 15, 2032, C\$25.75 per Preferred Share if redeemed on or after January 15, 2032 and prior to January 15, 2033, C\$25.50 per Preferred Share if redeemed on or after January 15, 2033 and prior to January 15, 2034, C\$25.25 per Preferred Share if redeemed on or after January 15, 2034 and prior to January 15, 2035 and C\$25.00 per Preferred Share if redeemed on or after January 15, 2035, in each case together with all declared and unpaid dividends up to but excluding the date fixed for redemption.
Purchase for Cancellation:	The Corporation may at any time or times purchase for cancellation all or any part of the Preferred Shares at any price if the purchase is effected prior to January 15, 2031 and at a price per share not exceeding the redemption price at the time of purchase together with an amount equal to all declared and unpaid dividends to but excluding

the date of purchase and the costs of purchase if effected on or after January 15, 2031.

- Ratings:** S&P: P-1(Low)
DBRS: Pfd-2
- Priority:** The First Preferred Shares of each series rank on a parity with the First Preferred Shares of every other series and in priority to the Participating Preferred Shares, the Subordinate Voting Shares and any other shares ranking junior to the First Preferred Shares with respect to the payment of dividends and the distribution of assets in the event of liquidation, dissolution or winding-up of the Corporation.
- Use of Proceeds:** The net proceeds from the offering will be used for general corporate purposes.
- Voting Rights:** Holders of Preferred Shares will not be entitled to receive notice of, attend or vote at any meeting of the shareholders of the Corporation, unless and until the Corporation shall at any time have failed to pay dividends on the Preferred Shares equal in the aggregate to one and one-half times the annual rate or amount of dividends carried by the Preferred Shares in accordance with the terms thereof, whether or not consecutive and whether or not such dividends shall have been declared and whether or not there shall have been any monies of the Corporation properly applicable to the payment of dividends, and for such purpose such dividends shall be deemed to have accrued from day to day. In that event and until such time as the Corporation pays the amount or amounts equal in the aggregate to one year's dividends at the annual rate or amount of dividends on the Preferred Shares, the holders of the Preferred Shares will be entitled to receive notice of and to attend all general meetings of shareholders of the Corporation and will be entitled to one vote per Preferred Share.
- Eligibility:** Eligible for RRSPs, RESPs, RRIFs, TFSAs, RDSPs, DPSPs and FHSAs.
- Listing:** An application will be made to list the Preferred Shares on the Toronto Stock Exchange.
- Form of Offering:** Bought deal by way of prospectus supplement to be filed in each of the Provinces and Territories of Canada.
- Tax Status:** The Corporation will elect to pay tax under Part VI.1 of the Income Tax Act (Canada) such that no tax under Part IV.1 of such Act will be payable by the holders.
- Joint Bookrunners:** BMO Capital Markets, RBC Capital Markets, Scotiabank.
- Commission:** 1.0% on Preferred Shares sold to certain institutions.
3.0% on all other Preferred Shares sold.
- Closing:** November 20, 2025.

SCHEDULE B

Underwriters

BMO Nesbitt Burns Inc.
100 King Street West, 4th Floor
Toronto, Ontario, M5X 1H3

Attention: Tim Tutsch
Email: tim.tutsch@bmo.com

RBC Dominion Securities Inc.
200 Bay Street, 4th Floor, South Tower
Toronto, Ontario, M5J 2W7

Attention: John Bylaard
Email: john.bylaard@rbccm.com

Scotia Capital Inc.
40 Temperance Street, 6th Floor
Toronto, Ontario, M5H 1Y4

Attention: Joe Kulic
Email: joe.kulic@scotiabank.com

CIBC World Markets Inc.
600 de Maisonneuve West, Suite 3050
Montreal, Québec, H3A 3J2

Attention: Richard Finkelstein
Email: richard.finkelstein@cibc.ca

National Bank Financial Inc.
130 King Street West, 4th Floor Podium
Toronto, Ontario, M5X 1J9

Attention: Maude Leblond
Email: maude.leblond@bnc.ca

TD Securities Inc.
66 Wellington Street West, 8th Floor
Toronto, Ontario, M5K 1A2

Attention: Mahsa Afghahi
Email: mahsa.afghahi@tdsecurities.com

Desjardins Securities Inc.
25 York Street, Suite 1000
Toronto, Ontario, M5J 2V5

Attention: François Carrier
Email: francois.carrier@desjardins.com

Casgrain & Company Limited
1200 McGill College Avenue, 21st Floor
Montreal, Québec, H3B 4G7

Attention: Roger Casgrain
Email: rcasgrain@casgrain.ca