



The Equitable Trust Company Privacy Agreement

In this Agreement, "we", "our" and "us" mean, as applicable, The Equitable Trust Company ; "you" and "your" mean an individual who has made application to us for any personal or business financial product or Service offered by us ("Service"), including any co-applicants, guarantors or personal representatives.

Collecting, Using and Disclosing Your Information

1. When you apply for, or provide a guarantee in respect of, or use any Service and while you are our client, you agree that:

We may collect personal information from you and about you such as:

- Your name, address, occupation and date of birth, which is required by law;
- Identification, such as a valid Canadian driver's license or passport or birth certificate issued in Canada. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history and account activity;
- Other information we may need in order to provide you with a Service.

We may collect from, and use and disclose this personal information to, any person or organization for the following purposes:

- to verify your identity and protect against fraud,
- to understand your financial Service requirements,
- to determine the suitability of products and Services for you,
- to determine your eligibility for certain of our products and Services and offer them to you,
- to set up and manage products and Services you have requested, and
- to comply with legal, regulatory and contractual requirements.

We do not provide directly all the Services related to your relationship with us. We may use third party Service providers to assist us with various Services such as mortgage administration, printing, mail distribution and marketing and you acknowledge that we may release information about you to them. When personal information is provided to our Service providers, we will require them to protect the information in a manner that is consistent with The Equitable Trust Company's privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other clients, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.

3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for a Service and during the time you have the Service, we may consult various financial service industry databases or private Investigative Bodies maintained in relation to the type of Service you have applied for or have. You also authorize us to release information about you to these databases and Investigative Bodies. Investigative Bodies are designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Financial Transactions and Analysis Centre of Canada (FINTRAC) as required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.



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4. We may monitor or record any telephone call we have with you. The content of the call may also be retained. We may inform you prior to proceeding with the call of this possibility. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure client Service levels are maintained.
5. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved products or facilities. We may also do this after the Service has ended. You may withdraw your consent at any time by giving us reasonable notice (see below).
6. If we sell a portion of the business of The Equitable Trust Company, we may release the information we hold about you to the prospective purchaser.
7. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a client.
8. All information that you represent to us will, at all times, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

Refusing or Withdrawing Consent

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of information at any time in the future by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may prevent us from providing you or continuing to provide you with some Services or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party Service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations.

You can tell us at any time to stop using information about you to promote our Services or the products and Services of third parties we select, or to stop sharing your information with other members of The Equitable Trust Company.

If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by writing to us or by contacting us at:

The Chief Compliance Officer
The Equitable Trust Company
30 St. Clair Avenue West
Suite 700
Toronto, Ontario
M4V 3A1
Tel: (416) 515-7000
Fax: (416) 515-7001
e-mail: cco@equitabletrust.com



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In Addition, If You Apply For, Enter Into, or Guarantee, a Mortgage or other Service with Us

When you apply for, enter into, or guarantee a Mortgage or other Service or otherwise become indebted to us, and from time to time during the course of the a Mortgage or other Service, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, registries and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a Mortgage with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the Mortgage or other Service, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the Mortgage or other Service you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the Mortgage or other Service has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

Further Information

You acknowledge that we may amend this agreement from time to time to take into consideration changes in legislation or other issues that may arise. We will post the revised agreement on our website listed below and make it available at our branches. We may also send it to you by mail.

For further information about any The Equitable Trust Company's privacy policies, please refer to Privacy Brochure available at any of The Equitable Trust Company's branches or The Equitable Trust Company's website at www.equitabletrust.com or call us at (416) 515-7000.

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