

### Privacy Agreement

Bennington<sup>1</sup> is committed to protecting all Personal Information obtained in the course of conducting our business.

In this Privacy Agreement, 'Company', 'we', 'our', 'us', refers to Bennington and its related entities/corporations, including but not limited to its divisions, Bodkin, Equirex and Kempenfelt. 'You' and 'your' refers to each customer, lessee, debtor, guarantor or power of attorney, if applicable. The term 'Personal Information' refers to information in any form about an identifiable individual (e.g., contact information, account numbers, or details such as age, marital status, and financial information). The Company is accountable for all Personal Information in our possession. To help us meet this commitment, we have designated a **Privacy Officer** to oversee our privacy program and practices.

This Agreement has been designed to comply with the *Personal Information Protection and Electronic Documents Act* ('PIPEDA') and explains:

- The types of Personal Information we collect
- How your Personal Information is used
- How your Personal Information may be shared
- The steps we take to ensure your Personal Information is handled in a safe and secure manner
- How you can access the Personal Information we retain and how to keep it accurate; and
- How to contact us with any privacy concerns.

This Agreement does not apply to the Personal Information of Bennington's employees.

Personal Information does not include information that is legally and publicly available.

### Collecting Your Personal Information

Personal Information may be collected from you directly, from your interactions with us, and from other sources outside our organization including, but not limited to: from government agencies and registries; law enforcement authorities; public records; credit reporting agencies; other financial institutions, service providers, agents and organizations with whom you have arrangements or in accordance with their respective terms and conditions and/or privacy policies or any other source with your consent or as permitted or required by law. This information may be obtained by telephone, in writing or electronically. For legal entities such as businesses, partnerships, trusts, estates or other organizations, we may collect information from each authorized person, partner, trustee and executor, as appropriate.

You authorize the collection of Personal Information from these sources, and where applicable, you authorize these sources to provide us your Personal Information.

When you apply for, provide a guarantee in respect of, or use any product or service from us, and while you are our current or former client, or act on behalf of one, we may collect and confirm Personal Information (in any form) about you such as:

- Information establishing your identity (such as your name, address, email address, mobile telephone number, occupation, date of birth, social insurance number and other identification documents required or permitted by law);
- Information to authenticate your identity such as knowledge-based information (i.e. username, password and account information), biometric information (i.e. signature, fingerprint and voiceprint), device information (i.e. device model, browser type and activity, IP address, security cookie and approximate physical location of device);
- Information about your financial status including your employment history, annual income, assets, liabilities and credit history;

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<sup>1</sup> **Bennington** means Bennington Financial Corp., a wholly owned subsidiary of Equitable Bank.

- Information reflecting your business dealings with us;
- Information about your transactions, including account activity and payment history;
- Information about beneficial owners, intermediaries and other parties, which is required or permitted by law
- Other information that we may need in order to provide you, either directly or through an arms-length service provider, partner or third party, with a specific product or service (e.g., personal health information for insurance-related products that may be offered to you);
- Other information with your consent, or as permitted or required by law; and
- Additional information may be requested to help us determine your eligibility for products and services that we may offer.

### How we obtain your consent

**It is important to understand the different ways that we may obtain your consent to collect, use and share your Personal Information. Depending on the situation, we may obtain your consent in different ways. Express consent may be obtained verbally, electronically or in writing. Implied consent may be obtained through your use of a product, or when you approach us to obtain information, inquire about or apply for products, or services from us.**

**We will not make your consent a condition of obtaining a product or service, unless it is reasonably or legally required, and we will clearly indicate when this is the case.**

### Using Your Personal Information

We may use your Personal Information for the following purposes communicated to you at the time of collection or in your agreement(s) with us, including to:

- Verify your identity and to authenticate you when you contact us or we contact you;
- Evaluate your current and ongoing creditworthiness, including by obtaining credit reports;
- Evaluate and process your application, account, transaction and reports;
- Set up your accounts and/or agreements with us and provide ongoing service;
- Provide you with products and services you have requested;
- Communicate with you, including to respond to your inquiries;
- Understand your product and service requirements;
- Market a product or service, either directly or through an arms-length service provider, partner or third party;
- Determine your eligibility for some of our products and services, and offer same to you;
- Help manage and assess our risks, operations and relationship with you;
- Prevent, detect or investigate fraud or criminal activity;
- Collect amounts owing to us;
- Maintain the accuracy and integrity of information held by a credit reporting agency; and
- Comply with legal, regulatory, governmental and contractual requirements.

We may also use your Personal Information for other purposes with your consent or as permitted or required by law.

### Sharing Your Personal Information

We may share your Personal Information:

- With our employees, agents, service providers and any other entities that perform services on our behalf (collectively, 'service providers'). You acknowledge that some of our service providers may be located outside of Canada and as such your Personal Information may be accessible to governmental, national security and regulatory authorities in accordance with the laws of these jurisdictions;
- With credit reporting organizations, such as credit bureau agencies;
- With other organizations or agents with whom you have arrangements and to whom you have provided consent (express or implied) directly;
- With our parent company, Equitable Bank and its employees;
- With other financial institutions to process payments or to verify information such as your identity;
- With payment card networks in order to operate or administer the payment card system that may support the products, services or accounts you may have with us;
- In response to a court order, search warrant or other demand or request we believe to be valid;
- To meet requests for information from regulators;
- To satisfy legal, audit, insurance, self-regulatory and regulatory requirements applicable to us;
- In any negotiations for the sale or assignment or proposed sale or assignment of all or part of our business or assets and to our successors and assigns who may use the information for similar purposes as those described in this Agreement;
- To other parties connected with your account, as applicable (e.g. co-lessees/co-debtors, guarantors, powers of attorney and other people specifically associated with the products and/or services you have with us);
- To help us collect a debt or enforce an obligation owed to us by you;
- With any person or organization, including an investigative body, in order to: prevent, detect or suppress financial abuse, fraud, criminal activity; protect our assets and interests; assist us with any internal or external investigation into potentially illegal or suspicious activity; or manage, defend or settle any actual or potential loss;
- With your consent, to any other party; and
- Where permitted or required by law.

We do not sell the names or other Personal Information of our customers. With the exception of related companies, we do not disclose the names or other Personal Information of our customers to other companies without consent, unless required or permitted by law. Over time, we may buy new businesses or sell some of our businesses. Accordingly, Personal Information associated with any agreements, accounts, products or services of the business being purchased or sold will be transferred as a business asset to the new business owner. New businesses purchased by us will come to be treated as a related company to us under this Agreement.

We may use affiliates or other companies to provide services on our behalf such as data processing, account administration, analytics and marketing. Such companies will be given only the Personal Information needed to perform those services and we do not authorize them to use or disclose Personal Information for their own marketing or other purposes. We have or will have contracts in place holding these companies to the same standards of confidentiality by which we are governed herein.

### Additional Collection, Use and Sharing of Your Personal Information

**Verification of Information:** We may verify your Personal Information with credit bureaus, credit insurers, third party verification services, registries, financial service industry databases, investigative bodies, your employer, personal references and other lenders or financial institutions.

**Credit Consent:** We may use, obtain, verify, share and exchange credit and other information about you with others (including credit bureaus, 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) at the time of your application, at any time during the application process and on an ongoing basis while you are a customer or otherwise have ongoing obligations to us, and for the purposes of evaluating your current and ongoing creditworthiness and maintaining your credit history.

**Defaults:** If your lease/loan/agreement with us is in default, we may release your Personal Information to collection agencies, the originating broker or other third parties as necessary for the purposes of assisting in collecting the debt. We will limit the amount and type of Personal Information disclosed to that which is necessary to facilitate our collection efforts.

**Communications:** We may monitor and/or record any communications between you and our representatives (e.g., telephone discussions, email conversations, online chats) for accuracy, service quality, training and security purposes, our mutual protection, to enhance our customer service and as otherwise may be required or permitted by law.

We may communicate with you through various channels including telephone, computer, mail or mobile applications or by other electronic means, using the contact information you have provided.

### Protecting Your Personal Information

We have implemented organizational, technological and physical safeguards to protect the security of your Personal Information under our control in a manner that is appropriate to the sensitivity of the Personal Information. These safeguards are intended to protect the security of Personal Information (regardless of the format in which it is held) against: loss or theft; and against unauthorized access, disclosure, copying, use or modification. Authorized employees, agents and representatives will have access to your Personal Information in order to perform their job functions. The importance of protecting the confidentiality of Personal Information is specified in our employment policies and regularly confirmed in writing.

We audit our procedures and security measures regularly to help ensure that they are being properly administered and that they remain effective and appropriate to the sensitivity of the information.

### Retaining Your Personal Information

We will retain your Personal Information only as long as it is required for the reasons it was collected. This may include customer service, legal or regulatory needs that require us to keep your Personal Information beyond the end of your relationship with us.

When your Personal Information is no longer required, we will securely destroy it or convert it to an anonymous form.

### Accessing and Updating Your Personal Information

You are responsible for advising Bennington of any inaccuracies or changes to your Personal Information (such as a change of name, address, telephone numbers, current address, etc.). If any of your Personal Information changes or you discover inaccuracies in our data, you are required to advise us immediately so we can update our records. Please be prepared to verify your identity when updating or changing your Personal Information.

Subject to contractual and legal restrictions as well as reasonable notice, you may request access to or correction of the Personal Information we hold about you at any time by submitting a written request to the **Privacy Officer**. Please be

prepared to verify your identity upon making such a request. We will respond to your access request within thirty (30) days of receiving all necessary information, or advise you if we require additional time.

Please note that we may not be able to provide you access to your Personal Information in certain situations (e.g., if disclosing the information would reveal confidential commercial information or information about a third party). If this is the case, we will inform you of the reasons that we are unable to provide access.

### Respecting Your Privacy Preference

Subject to legal, regulatory and contractual requirements, you can refuse or withdraw your consent to our collection, use or disclosure of your Personal Information at any time 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 products, services or information that may be of value to you.

We will act on your instructions as quickly as possible but it may take some time for our records to reflect your choice as many records can only be changed during regular file updates.

If you have an ongoing lease/loan/agreement with us or have provided a guarantee to us, you may not, during the term of said contracts or until such your obligations under said contracts have been fully performed, withdraw your consent to our ongoing collection, use or disclosure of your Personal Information in connection with same.

**Social Insurance Number ('SIN'):** We will collect, use and share your Social Insurance Number (SIN) for income tax reporting purposes, or as required by law. When you provide us with your SIN, we may use it to verify and report credit information to credit reporting agencies as well as to confirm your identity. This allows us to keep your Personal Information separate from that of other clients, which helps to maintain the integrity and accuracy of your Personal Information. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies, however, you may not refuse or withdraw your consent for purposes required by law.

### Contacting Us

To request access to, or correction of, your Personal Information, to ask questions about our privacy policies or to refuse or withdraw your consent to our use of your Personal Information for purposes outlined in this Agreement, you may send in a written request or contact us as per below. Please note that requests for access must be in writing.

### Privacy Officer

The Privacy Officer for Bennington is responsible for the administration of this Agreement and our Privacy policies. In this regard, the Privacy Officer: conducts ongoing privacy audits of Bennington; provides advice and counsel to Bennington management on matters impacted by or under this Agreement and related Privacy policies; trains staff and liaises with service partners to ensure that all of our employees, contractors and external agents understand and are able to abide by this Agreement and related Privacy policies; handles questions and complaints, and administers the dispute resolution process under this Agreement and related Privacy policies.

Privacy Officer  
Bennington Financial Corp.  
1465 North Service Road, East, Suite 100  
Oakville, Ontario L6H 1A7  
Tel: (905) 901-6280  
Email: [privacy@benningtonfinancial.ca](mailto:privacy@benningtonfinancial.ca)

### **Changing this Agreement**

We may amend this Agreement from time to time to take into consideration changes in legislation or other issues that may arise. If we make changes, we will post the revised Agreement on our website and make it available at our offices. If we intend to use or disclose your Personal Information for purposes materially different from what is described in this Agreement, we will take reasonable steps to notify you. We encourage you to review the Privacy Agreement whenever you interact with us to stay informed about our information practices, as your continued use of our services or provision of Personal Information after changes have been made to this Agreement constitutes your acceptance of those changes.

*Bennington Financial Corp. Privacy Agreement, January 2020*