

Introduction: This application is for a Corporate Equitable Bank CSV MAX Line of Credit. This product is available where the borrower has a qualifying whole life insurance policy with an approved carrier. A list of partnered insurers is available on Equitable Bank’s website.

In addition to a completed Application, Equitable Bank will require the following to begin the approval process:

1. A policy summary from a partnered insurer (must be no more than 30 days old)
2. An inforce life insurance illustration of the relevant policy
3. All documents referred to under “Additional Documents to include with Application”
4. Supporting income and net worth documents (as applicable and as further set out in Schedule A)
5. A completed version of our Equitable Bank CSV Guarantor Application referred to under “Applying with a Guarantor” (if applicable)

If your Application is conditionally approved, Equitable Bank will send you an Approval Letter to review and sign. The Approval Letter will set out a number of additional documents and conditions that must be provided or satisfied prior to funding.

INFORMATION ON CORPORATE/BUSINESS APPLICANT		
LEGAL NAME OF BUSINESS		
BIN/NEQ/INCORPORATION NUMBER		JURISDICTION (CORPORATIONS)
HEAD OFFICE ADDRESS		
CITY	PROVINCE	POSTAL CODE
MAILING ADDRESS <input type="checkbox"/> same as Home Address		
CITY	PROVINCE	POSTAL CODE
BUSINESS PHONE NUMBER	EMAIL ADDRESS	

OTHER INFORMATION	
Is the applicant bankrupt or has it been bankrupt in the past 6 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant filed for creditor protection within the past 6 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the intended use of funds from the CSV MAX Line of Credit?	

Total gross annual income:	\$ _____	See Schedule A for a list of supporting documents to include with Application
Total value of financial securities	\$ _____	

INFORMATION OF LIFE INSURANCE POLICY
(whole life policy used as security for the CSV MAX Line of Credit)

POLICY NUMBER		INSURANCE COMPANY	
DATE OF ISSUANCE		FACE VALUE \$ _____	
NAME OF POLICY OWNER			
NAME OF JOINT POLICY OWNER <i>(IF APPLICABLE)</i>			
NAME OF LIFE INSURED (FIRST, MIDDLE INITIAL, LAST)		DATE OF BIRTH	
NAME OF JOINT LIFE INSURED (FIRST, MIDDLE INITIAL, LAST) <i>(IF APPLICABLE)</i>		DATE OF BIRTH	
HAS AN IRREVOCABLE BENEFICIARY BEEN NAMED ON THE POLICY? <input type="checkbox"/> Yes <input type="checkbox"/> No			
HAS THE SPOUSE OF A SIGNING OFFICER BEEN DESIGNATED AS A BENEFICIARY ON THE POLICY? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Self-Declared Annual Statement of Income:
(complete as applicable if no financial statements are submitted with application)

Gross Business Revenue:	\$ _____
Other Income:	\$ _____
<i>(Less) Cost of Goods Sold</i>	\$ _____
Total Revenue:	\$ _____
Expenses	
Advertising and Promotion	\$ _____
Automotive/Equipment Expenses	\$ _____
Insurance Premiums	\$ _____
Lease Expense or Mortgage Payments	\$ _____
Meals & Entertainment	\$ _____
Salaries and Wages	\$ _____
Office and Administrative	\$ _____
Telecommunication & Utilities	\$ _____

Other (Specify)	\$ _____
Other (Specify)	\$ _____
Other (Specify)	\$ _____
Total Expenses	\$ _____
Net Operating Income	\$ _____

Privacy

A copy of the Privacy Agreement is attached to this Application as Schedule B and is also available on Equitable Bank's website and in its offices. You may also request a copy of the Privacy Agreement by contacting Equitable Bank.

Customer Complaint Handling Procedures

We are committed to delivering a high standard of service to our customers. Our Customer Complaint Handling Procedures set out full details of Equitable Bank's process and are available on our website and in our offices. A copy of these procedures is attached to this Application as Schedule C. You may also request a copy of these procedures by contacting Equitable Bank.

Credit Limit

The minimum approvable credit limit for this product is \$15,000. To qualify, applicants must have a cash surrender value (CSV) of at least \$16,666. This is based on a maximum loan to value ratio of 90%, however there is no guarantee that all borrowers will qualify for this amount.

Applying with a Guarantor

The owner(s) of the corporation/business may wish to apply as guarantors in order to increase the debt servicing capabilities of the applicant. To do so, please complete the Equitable Bank CSV Guarantor Application that can be found on our website.

Do you intend to apply with a guarantor? Yes No

Equitable Bank may also require the inclusion of a guarantor during the approval phase if it is determined that the corporation/business is unable to meet the necessary debt servicing requirements.

Additional Documents to include with Application

In order for your Application to be considered complete, you must provide the following documents together with your Application. If the documentation listed below is not available, please contact your advisor prior to submitting your Application to discuss alternative options.

All Applications:

- Certificate of incumbency (please complete form available on Equitable Bank website)
- Identification Verification Form (please complete form available on Equitable Bank website)

For single-level trusts:

- Trust declaration OR trust deed OR trust agreement; AND
- Name and address of settlor(s), trustees and all known beneficiaries

For single-level partnerships:

- Partnership agreement; OR
- Business registration AND partner/owner certificate

For sole proprietorships:

- Master business license; OR
- Business registration

For corporations:

- Articles of incorporation

For any questions regarding your specific case, **please have your advisor contact Equitable Bank's CSV team.**

Signature

By signing below, you certify that all information provided by you in this Application is true and accurate in all respects and that you will immediately notify Equitable Bank if any of this information changes. Your signature further signifies your acceptance of the terms set out in this Application and your acknowledgement that Equitable Bank is in no way obligated to approve your Application.

Signed this _____ **day of** _____, **20**_____.

Name of Entity: _____

Name of Authorized Signatory: _____ **Signature:** _____

Name of Authorized Signatory: _____ **Signature:** _____
(if applicable)

INFORMATION ON BROKER/ADVISOR				
LAST NAME		FIRST NAME		MIDDLE INITIAL
ADVISOR NUMBER WITH APPLICABLE INSURANCE CARRIER				
ADDRESS				
CITY		PROVINCE		POSTAL CODE
HOME PHONE NUMBER	BUSINESS PHONE NUMBER		EMAIL ADDRESS	
FOR HOW LONG HAS THE BROKER/ADVISOR KNOWN THE APPLICANT?	HAS THE BROKER/ADVISOR SOLD OTHER FINANCIAL OR INSURANCE PRODUCTS TO THE APPLICANT IN THE PAST? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, PLEASE SPECIFY: _____			
PLEASE CHECK THIS BOX IF THE BROKER/ADVISOR WOULD LIKE TO OPT OUT OF RECEIVING COMMISSIONS RELATING TO THIS APPLICATION/CSV MAX LINE OF CREDIT <input type="checkbox"/>				

Schedule A**Supporting Income and Net Worth Documents:**

In order for your Application to be considered complete, you must provide the following income qualification documents together with your Application. If the documentation listed below is not available, please contact your advisor prior to submitting your Application to discuss alternative options. In certain instances, Equitable Bank may also require that additional documents be submitted as part of the approval process.

Income verification documents:

Where the policy CSV is greater than or equal to \$110,000, please provide one of the following:

1. Accountant-prepared T1 General
2. Accountant prepared financial statements from within the last 12 months
3. Most recent T4A
4. Minimum 6 months' Commission statements from most recent year
5. Commission Income Letter from Employer from within 60 days (showing an accumulation of income earned)
6. Notice of Assessment from the most recent year
7. T2 Tax returns (for most recent 2 years)

If applying with a guarantor, please also provide a completed version of our Equitable Bank CSV Guarantor Application, as well as any other required supporting documents

Schedule B

Privacy Agreement

Equitable Bank is committed to protecting all Personal Information obtained in the course of conducting our business.

In this Privacy Agreement, **'the Bank'**, **'we'**, **'our'**, and **'us'** refer to Equitable Bank, and **'you'** and **'your'** refer to each customer, 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 Bank is accountable for all Personal Information in our possession. To help us meet this commitment, we have designated a Chief 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'). It explains the types of Personal Information we collect, how it is used and shared, and the steps we take to ensure it is handled in a safe and secure manner. This Agreement does not apply to the Personal Information of Bank employees.

Collecting Your Personal Information

Personal Information may be collected from you, from your interactions with us, and from other sources outside our organization including from government agencies and registries, law enforcement authorities, public records, credit reporting agencies, other financial institutions, service providers, agents and other organizations with whom you have arrangements, or any other source with your consent or as permitted or required by law. 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, and while you are our current or former client, or act on behalf of one, we may collect and confirm Personal Information about you such as:

- information establishing your identity (such as your name, address, email address, mobile telephone number, occupation, date of birth and other identification required by law);
- information about your financial status including your annual income, assets, liabilities and credit history;
- information reflecting your business dealings with us;
- information about your balances and transactions, including bank/investment/mortgage account activity and payment history;
- information about your browsing activity, browser and device;
- information about your U.S. Person status (to comply with regulatory requirements for deposit-related products);
- information about beneficial owners, intermediaries and other parties, which is required by law;
- other information that we may need in order to provide you, either directly or through a 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); and
- other information with your consent, or as permitted or required by law.

Using Your Personal Information

We may use this Personal Information from time to time for the following purposes:

- to confirm your identity;
- to evaluate your current and ongoing creditworthiness, including by obtaining credit reports;
- to evaluate and process your application, account, transaction and reports;
- to provide you with products and services you have requested;
- to communicate with you, including to respond to your inquiries;
- to understand your product and service requirements;
- to market a product or service, either directly or through a service provider, partner or third party;
- to determine your eligibility for some of our products and services and offer them to you;
- to help manage and assess our risks, operations and relationship with you;
- to prevent, detect or investigate fraud or criminal activity;
- to collect amounts owing to us;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- to 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 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 supports 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 (including the sale of mortgages) and to our successors and assigns who may use the information for similar purposes as those described in this Agreement;
- 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 or knowledge (e.g., with another individual on a joint account, a power of attorney or an estate representative); and
- where permitted or required by law.

Additional Collection, Use and Sharing of Your Personal Information

Social Insurance Number ('SIN'): We will collect, use and share your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. We require your SIN for products that earn interest or dividend income to comply with the Canada Revenue Agency's reporting requirements. If we ask you for your SIN for other products or services, your choice to provide it is optional. 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.

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

Credit Consent: If you have a line of credit, loan, mortgage, guarantee or any other credit facility with us, we may use, obtain, verify, share and exchange credit and other 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) at the time of your application, at any time during the application process and on an ongoing basis while you are a customer, for the purposes of evaluating your current and ongoing creditworthiness and maintaining your credit history. We may also share information with credit reporting agencies or credit bureaus relating to bank accounts or investment products you have with us. This may include, but not be limited to, failure by you to meet any of your obligations under the applicable terms and conditions of those products.

Insured Credit Product: If you have an insured credit product (e.g., a mortgage or line of credit) with us, we may share Personal Information about you, including credit information, to mortgage default 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.

Defaults: If the credit facility you have with us or you have guaranteed is in default, we may release your Personal Information to collection agencies, the originating broker or any subsequent mortgagee, 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 the collection of the arrears.

Personal Health Information: From time to time you may provide us with your personal health information (e.g., medical history) in connection with insurance products and services associated with credit products, or any other products or services you may have with us. We may collect or share your personal health information with any health-care professional, medically-related facility, insurance company, organization that manages public information data banks or insurance information bureaus. We will not share your personal health information within the Bank or use it in a manner other than that of the original intent disclosed to you.

We will not refuse you any of our products or services on the basis of any personal health information you have provided to us, a service provider, partner or third party.

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 and to enhance our customer service.

Commercial Electronic Messages (CEMs): From time to time, we may offer you new and existing products and services by email, telephone, or other means. You may opt out of receiving promotional messages, but

please note that we may still send you transactional or business messages (such as those about your account or our ongoing business relations).

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 mandataries will have access to your Personal Information in order to perform their job functions.

If your Personal Information is shared with service providers, they will be bound by appropriate agreements with the Bank holding them to the same high standards by which we are governed.

Accessing and Updating Your Personal Information

You are responsible for advising the Bank of any inaccuracies or changes to your Personal Information (such as a change of address, telephone numbers, current address, marital status, etc.). If any of your Personal Information changes or you discover inaccuracies in our data, you are required to advise us 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 Chief Privacy Officer. Please be prepared to verify your identity upon making such a request. We will respond to your access request within 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 were unable to provide you access.

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.

Refusing or Withdrawing Consent

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 some products and services or information that may be of value to you.

If you have, or have provided a guarantee for, a credit product with us (such as a mortgage or line of credit), you may not, during the term of the facility, withdraw your consent to our ongoing collection, use or disclosure of your Personal Information in connection with such product. We can continue to disclose your Personal Information to credit bureaus even after the credit facility has matured and been paid out 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.

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.

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 at (please note that requests for access must be in writing):

Chief Privacy Officer - Equitable Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700
Toronto, Ontario M4V 3A1
Tel: (416) 515-7000
Toll Free: 1-866-407-0004
Fax: (416) 515-7001
Email: cpo@eqbank.ca

Further Information

We are committed to providing you with understandable and easily available information about how we manage your Personal Information.

For further information about how we collect, use and disclose your personal information, please refer to our Code of Privacy Principles available at any of our offices and on our website at www.equitablebank.ca, or call us at 416-515-7000 or toll free: 1-866-407-0004.

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 all of 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.

Equitable Bank Privacy Agreement – June 2018

Schedule C
Customer Complaint Handling Procedures

At Equitable Bank, we take pride in our service and are committed to providing you with the best customer experience that we can. If you have a complaint or concern, please follow our easy 3-step Customer Complaint Handling Procedures (CCHP) so that we can work with you to resolve it as quickly and efficiently as possible.

Step 1: Talk to Your Business Unit Representative

Many complaints can be resolved at the first point of contact. If you have a complaint, talk to the representative of the business unit that you have been dealing with. If the business unit representative is not able to resolve your complaint to your satisfaction, your complaint can be referred to that individual's Manager, who has the authority to resolve, in a timely manner, the majority of complaints that arise. You can reach your business unit representative by:

For Equitable Bank:

Telephone In Toronto at 416-515-7000
Toll-free at 1-866-407-0004
1-866-940-1201 for Western
Canada

Email¹ customerservice@eqbank.ca

Mail Customer Service, Equitable Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite
700, Toronto, Ontario M4V 3A1

For EQ Bank – Digital Banking:

Telephone Toll-free at 1-844-437-2265
416-551-3449 Outside of North
America

Email¹ contact@eqbank.ca

Mail Customer Care, EQ Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700,
Toronto, Ontario M4V 3A1

Step 2: Contact the Department Head

If the business unit representative or that individual's Manager is not able to resolve your complaint to your satisfaction, you can escalate it to the Department Head of that business unit by:

Telephone In Toronto at 416-515-2293
Toll-free at 1-855-832-9448

Email¹ complaints@eqbank.ca

Mail Department Head – Complaints, Equitable Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

Step 3: Write to the Office of the Ombudsman *(formerly Chief Complaints Officer)*

If the Department Head is not able to resolve the complaint to your satisfaction, you can escalate it to the Equitable Bank Ombudsman, who reports directly to the Bank's CEO. Working closely with both customers and the Bank's relevant business units, the Office of the Ombudsman independently conducts a full investigation of customer complaints, subject to certain limitations, and is committed to providing an impartial review to help customers and the Bank reach a fair, reasonable and transparent resolution. If your complaint has not been resolved within the first two steps of the Bank's CCHP, you may wish to submit your complaint in writing to the Office of the Ombudsman.

Email ¹ ombudsman@eqbank.ca

Mail Office of the Ombudsman, Equitable Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

You will receive an acknowledgement of your written complaint within 48 hours of it being received. If your complaint is within the Office of the Ombudsman's mandate and has been through the first two steps of the CCHP, a full investigation will be undertaken. Most investigations are concluded within 4 - 6 weeks and you will be provided with a resolution/recommendation in writing. Any recommendations made are non-binding and parties are free to accept or reject them and pursue other options for resolution.

Some matters fall outside of the Office of the Ombudsman's mandate and include, for example: credit granting policies or lending decisions; matters of policy such as interest rates, service fees and account closures; issues that are in litigation or have been decided by the courts; and transactions for which Bank records no longer exist (typically after six or seven years).

For Equitable Bank HELOC customers only: If you wish to dispute a transaction or entry made with your Equitable Bank Visa Access Card and you have been through the Bank's 3-step CCHP, and are not satisfied with the resolution, you may also contact the Equitable Bank Visa Access Card issuer, Peoples Trust Company, at 1-855-683-2881 or refer to their complaint handling process, which can be found at www.peoplestrust.com/en/about-us/resolving-your-concerns/.

Additional Resources - External Agencies

If you require further information or are still not satisfied after receiving the Equitable Bank Ombudsman's decision, the following external agencies can provide you with information and a further review of your complaint.

Ombudsman for Banking Services and Investments (OBSI)

If you are not satisfied with the recommendation made by our Ombudsman, you can refer your complaint to the OBSI, an independent external complaints body, for further review. If you choose to contact the OBSI, please do so within 180 calendar days from the date you received a response from Equitable Bank's Ombudsman. You may also contact OBSI if it has been more than 90 calendar days since escalating your concern to Step 2 of our CCHP and you have yet to receive a final response.

Telephone In Toronto at 416-287-2877
Toll-free at 1-888-451-4519

Online Form Through the OBSI website at www.obsi.ca or email to ombudsman@obsi.ca

Mail Ombudsman for Banking Services and Investments
401 Bay Street, Suite 1505, P.O. Box 5, Toronto, Ontario M5H 2Y4

Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary codes of conduct and public commitments. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. If you have a complaint regarding a potential violation of a consumer provision, voluntary code of conduct or public commitment, you may, at any time, contact the FCAC in writing. Please note that the FCAC does not become involved in matters of redress or compensation.

Telephone Toll-free at 1-866-461-3222

Online Form Through the FCAC website at www.canada.ca/en/financial-consumer-agency

Mail Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor, Ottawa, Ontario K1R 1B9

Equitable Bank has adopted a number of Voluntary Codes of Conduct and Public Commitments that are designed to protect consumers. Please refer to www.equitablebank.ca for further information.

Office of the Privacy Commissioner of Canada (OPC)

The OPC oversees compliance with Canada's privacy laws and you may contact the OPC at any time with a privacy complaint.

Telephone Toll-free at 1-800-282-1376

Online Form Through the OPC website at www.priv.gc.ca

Mail Office of the Privacy Commissioner of Canada
30 Victoria Street, Gatineau, Quebec K1A 1H3

¹ Please do not include any confidential information as email correspondence is not guaranteed to be secure.

Schedule A

Privacy Agreement

Equitable¹ is committed to protecting all Personal Information obtained in the course of conducting our business.

In this Privacy Agreement, **'we'**, **'our'**, and **'us'** refer to Equitable, and **'you'** and **'your'** refer to each customer, 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). Equitable is accountable for all Personal Information in our possession. To help us meet this commitment, we have designated a Chief 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 Equitable's employees.

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 from government agencies and registries, law enforcement authorities, public records, credit reporting agencies, other financial institutions, service providers, agents and other 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, and while you are our current or former client, or act on behalf of one, we may collect and confirm Personal Information about you such as:

- information establishing your identity (such as your name, address, email address, mobile telephone number, occupation, date of birth and other identification documents required 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;
- information reflecting your business dealings with us;

¹ **Equitable** means Equitable Bank, a wholly owned subsidiary of Equitable Group Inc., and Equitable Trust, a wholly owned subsidiary of Equitable Bank.

- information about your balances and transactions, including bank/investment/mortgage account activity and payment history;
- information about your U.S. Person status (to comply with regulatory requirements for deposit-related products);
- information about beneficial owners, intermediaries and other parties, which is required by law;
- other information that we may need in order to provide you, either directly or through a 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 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 this Personal Information for the 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 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 a service provider, partner or third party;
- determine your eligibility for some of our products and services and offer them 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.

We may create statistical and anonymized reports, analysis and predictive models, rules and insights using information about you and other customers. Aggregated reports may also be shared with affiliates to provide insights into sales performance, identify customer demographics or behavioural insights. The information in these reports is not personal and cannot be used to identify you.

If for any reason your information is required to fulfill a different purpose than that of your original intent, we will ask for your consent before we proceed.

Sharing Your Personal Information

We may share your Personal Information:

- with Equitable Bank subsidiaries and associated companies in which we have significant shareholdings;
- 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 other organizations or agents with whom you have arrangements and to whom you have provided consent directly;
- with other financial institutions to process payments or to verify information such as your identity and income;
- with payment card networks in order to operate or administer the payment card system that supports 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 (including the sale of mortgages) 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. guarantors, powers of attorney and other people named on the application);
- to a joint account holder, including limited information about the account prior to it becoming a joint account;
- 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 or knowledge (e.g., with another individual on a joint account, a power of attorney or an estate representative); and
- where permitted or required by law.

We do not sell the names or other Personal Information of our customers. We do not disclose the names or other Personal Information of our customers to other companies outside of Equitable 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 accounts, products or services of the business being purchased or sold will be transferred as a business asset to the new business owner.

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.

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.

Credit Consent: If you have a line of credit, loan, mortgage, guarantee or any other credit facility with us, we may use, obtain, verify, share and exchange credit and other 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) at the time of your application, at any time during the application process and on an ongoing basis while you are a customer, for the purposes of evaluating your current and ongoing creditworthiness and maintaining your credit history. We may also share information with credit reporting agencies or

credit bureaus relating to bank accounts or investment products you have with us. This may include, but not be limited to, failure by you to meet any of your obligations under the applicable terms and conditions of those products.

Insured Credit Product: If you have an insured credit product (e.g., a mortgage or line of credit) with us, we may share Personal Information about you, including credit information, to mortgage default 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.

Defaults: If the credit facility you have with us or you have guaranteed is in default, we may release your Personal Information to collection agencies, the originating broker or any subsequent mortgagee, 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 the collection of the arrears.

Personal Health Information: From time to time you may provide us with your personal health information (e.g., medical history) in connection with insurance products and services associated with credit products, or any other products or services you may have with us. We may collect or share your personal health information with any health-care professional, medically-related facility, insurance company, organization that manages public information data banks or insurance information bureaus. We will not share your personal health information within Equitable or use it in a manner other than that of the original intent disclosed to you.

We will not refuse you any of our products or services on the basis of any personal health information you have provided to us, a service provider, partner or third party.

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 and to enhance our customer service.

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 mandataries will have access to your Personal Information in order to perform their job functions. The importance of protecting the confidentiality of your information is specified in our employment agreements 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 Equitable of any inaccuracies or changes to your Personal Information (such as a change of address, telephone numbers, current address, marital status, etc.). If any of your Personal Information changes

or you discover inaccuracies in our data, you are required to advise us 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 Chief Privacy Officer. Please be prepared to verify your identity upon making such a request. We will respond to your access request within 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 were unable to provide you 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 some products and services or information that may be of value to you.

If you have, or have provided a guarantee for, a credit product with us (such as a mortgage or line of credit), you may not, during the term of the facility, withdraw your consent to our ongoing collection, use or disclosure of your Personal Information in connection with such product. We can continue to disclose your Personal Information to credit bureaus even after the credit facility has matured and been paid out 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.

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.

There are several privacy preferences available to you, subject to legal, regulatory, business or contractual requirements.

Social Insurance Number ('SIN'): We will collect, use and share your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. We require your SIN for products that earn interest or dividend income to comply with the Canada Revenue Agency's reporting requirements. If we ask you for your SIN for other products or services, your choice to provide it is optional. 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.

Marketing offers: From time to time, we may send you information which may be of interest to you on other products and services that we offer and of partnerships with other entities we select, by mail, email, telephone, or other electronic means. You may opt out of receiving promotional messages, but please note that we may still send you transactional or business messages (such as those about your account or our ongoing business relations).

Participation in customer research and surveys: From time to time, we may ask you to participate in customer research or surveys that help us to improve our offer and better understand your needs. You may opt out of participating.

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 at (please note that requests for access must be in writing):

Chief Privacy Officer
Equitable Bank/Equitable Trust (as applicable)

Equitable Bank Tower
30 St. Clair Avenue West, Suite 700
Toronto, Ontario M4V 3A1
Tel: (416) 515-7000
Toll Free: 1-866-407-0004
Fax: (416) 515-7001
Email: cpo@eqbank.ca or cpo@eqtrust.ca (as applicable)

If you have any complaints or concerns about this privacy agreement or our privacy practices, please refer to the Customer Complaint Handling Procedures provided to you when you opened your account, which can also be found in our offices and on our website at www.equitablebank.ca. If you choose to send us an email, do not include sensitive information.

Further Information

We are committed to providing you with understandable and easily available information about how we manage your Personal Information.

For further information about how we collect, use and disclose your personal information, please refer to our Code of Privacy Principles available at any of our offices and on our website at www.equitablebank.ca, or call us at 416-515-7000 or toll free: 1-866-407-0004.

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 all of 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.

Equitable Privacy Agreement – October 2019

Customer Complaint Handling Procedures

At Equitable¹, we take pride in our service and are committed to providing you with the best customer experience that we can. If you have a complaint or concern, please follow our easy 3-step Customer Complaint Handling Procedures (CCHP) so that we can work with you to resolve it as quickly and efficiently as possible.

Step 1: Talk to Your Business Unit Representative

Many complaints can be resolved at the first point of contact. If you have a complaint, talk to the representative of the business unit that you have been dealing with. If the business unit representative is not able to resolve your complaint to your satisfaction, your complaint can be referred to that individual's Manager, who has the authority to resolve, in a timely manner, the majority of complaints that arise. You can reach your business unit representative by:

For Equitable Bank and Equitable Trust:

Telephone In Toronto at 416-515-7000
Toll-free at 1-866-407-0004
1-866-940-1201 for Western Canada

Email ² customerservice@eqbank.ca or
customerservice@eqtrust.ca, as
applicable

Mail Customer Service, Equitable
Bank/Trust (as applicable)
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700,
Toronto, Ontario M4V 3A1

For EQ Bank – Digital Banking:

Telephone Toll-free at 1-844-437-2265
416-551-3449 Outside of North America

Email ² contact@eqbank.ca

Mail Customer Care, EQ Bank
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700,
Toronto, Ontario M4V 3A1

Step 2: Contact the Department Head

If the business unit representative or that individual's Manager is not able to resolve your complaint to your satisfaction, you can escalate it to the Department Head of that business unit by:

For Equitable Bank and Equitable Trust:

Telephone In Toronto at 416-515-2293
Toll-free at 1-855-832-9448

Email ² complaints@eqbank.ca or
complaints@eqtrust.ca, as applicable

Mail Department Head – Complaints, Equitable Bank/Trust (as applicable)
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

Step 3: Write to the Office of the Ombudsman

If the Department Head is not able to resolve the complaint to your satisfaction, you can escalate it to Equitable's Ombudsman. Working closely with both customers and Equitable's relevant business units, the Office of the Ombudsman independently conducts a full investigation of customer complaints, subject to certain limitations, and is committed to providing an impartial review to help customers and Equitable reach a fair, reasonable and transparent resolution. If your complaint has not been resolved within the first two steps of our CCHP, you may wish to submit your complaint in writing to the Office of the Ombudsman.

Email ² ombudsman@eqbank.ca or
ombudsman@eqtrust.ca, as applicable

¹ **Equitable** means Equitable Bank, a wholly owned subsidiary of Equitable Group Inc., and Equitable Trust, a wholly owned subsidiary of Equitable Bank.

² Please do not include any confidential information as email correspondence is not guaranteed to be secure.

Mail Office of the Ombudsman, Equitable Bank/Trust (as applicable)
Equitable Bank Tower
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

You will receive an acknowledgement of your written complaint within 48 hours of it being received. If your complaint is within the Office of the Ombudsman's mandate and has been through the first two steps of the CCHP, a full investigation will be undertaken. Most investigations are concluded within 4 - 6 weeks and you will be provided with a resolution/recommendation in writing. Any recommendations made are non-binding and parties are free to accept or reject them and pursue other options for resolution.

Some matters fall outside of the Office of the Ombudsman's mandate and include, for example: credit granting policies or lending decisions; matters of policy such as interest rates, service fees and account closures; issues that are in litigation or have been decided by the courts; and transactions for which Equitable records no longer exist (typically after six or seven years).

For Equitable Bank HELOC customers only: If you wish to dispute a transaction or entry made with your Equitable Bank Visa Access Card and you have been through Equitable's 3-step CCHP, and are not satisfied with the resolution, you may also contact the Equitable Bank Visa Access Card issuer, Peoples Trust Company, at 1-855-683-2881 or refer to their complaint handling process, which can be found at www.peoplestrust.com/en/about-us/resolving-your-concerns/.

Additional Resources - External Agencies

If you require further information or are still not satisfied after receiving our Ombudsman's decision, the following external agencies can provide you with information and a further review of your complaint.

Ombudsman for Banking Services and Investments (OBSI)

If you are not satisfied with the recommendation made by our Ombudsman, you can refer your complaint to the OBSI, an independent external complaints body, for further review. If you choose to contact the OBSI, please do so within 180 calendar days from the date you received a response from Equitable's Ombudsman. You may also contact OBSI if it has been more than 90 calendar days since escalating your concern to Step 2 of our CCHP and you have yet to receive a final response.

Telephone In Toronto at 416-287-2877
Toll-free at 1-888-451-4519

Online Form Through the OBSI website at www.obsi.ca or email to ombudsman@obsi.ca

Mail Ombudsman for Banking Services and Investments
401 Bay Street, Suite 1505, P.O. Box 5, Toronto, Ontario M5H 2Y4

Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary codes of conduct and public commitments. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. If you have a complaint regarding a potential violation of a consumer provision, voluntary code of conduct or public commitment, you may, at any time, contact the FCAC in writing. Please note that the FCAC does not become involved in matters of redress or compensation.

Telephone Toll-free at 1-866-461-3222

Online Form Through the FCAC website at www.canada.ca/en/financial-consumer-agency

Mail Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor, Ottawa, Ontario K1R 1B9

Equitable has adopted a number of Voluntary Codes of Conduct and Public Commitments that are designed to protect consumers. Please refer to www.equitablebank.ca for further information.

Office of the Privacy Commissioner of Canada (OPC)

The OPC oversees compliance with Canada's privacy laws and you may contact the OPC at any time with a privacy complaint.

Telephone	Toll-free at 1-800-282-1376
Online Form	Through the OPC website at www.priv.gc.ca
Mail	Office of the Privacy Commissioner of Canada 30 Victoria Street, Gatineau, Quebec K1A 1H3