

PRIVACY AGREEMENT

Your privacy is important to us: The Bank is committed to protecting your privacy and using the utmost discretion in handling the Personal Information you provide.

Your privacy is important to you: Please carefully read this Agreement, which describes how the Bank, any of our affiliates and our third-party service providers collect, use, and if necessary, disclose your Personal Information, including through Digital Channels and Online Services. It also explains how we use cookies and similar technologies.

1. IMPORTANT DEFINITIONS: To help you understand this Agreement, here are some important definitions you should know.

"Business Account Holder" refers to the business which submitted a Visa Business Cashback or Visa Business Rewards credit card application in order to open a Laurentian Bank credit card account and issue one (1) or several Laurentian Bank Visa Business Cashback or Visa Business Rewards credit cards.

"Affiliate" refers to any entity that directly or indirectly controls, is controlled by, or is under common control with Laurentian Bank (including B2B Bank, LBC Financial Services Inc., LBC Capital Inc., Laurentian Trust of Canada Inc., LBC Trust, Laurentian Bank Securities Inc., Laurentian Bank Insurance Inc.);

"Agreement" refers to this Privacy Agreement, as modified, replaced, restated and/or updated from time to time;

"Bank" means, collectively, Laurentian Bank of Canada and any current or future Affiliate;

"Digital Channels" refer to our websites, mobile apps and other digital channels;

"Laurentian Bank" refers to Laurentian Bank of Canada;

"Laurentian Bank App" means the Laurentian Bank mobile banking software downloaded to your Mobile Device from the applicable app store;

"LBCDirect Service" refers to all services offered from time to time as part of LBCDirect Service by Internet or by phone;

"Mobile Device" means a mobile device such as and including a computer, a portable hand-held device, or a telephone, including any form of mobile telephone device, wireless device or any other electronic device that you use to access Online Services;

"Online Services" means the Bank's online banking platform which you must use to access the Products and Services offered by the Bank electronically and to effect banking transactions, using a Mobile Device with an access user Id. and/or Password, including, without limitation, the Laurentian Bank App and LBCDirect Services;

"Parties" refers to the Bank and you;

"Password" means either (i) the confidential password you were given to subscribe to Online Services and that you must change when using Online Services for the first time, or (ii) the confidential password you were required to choose when you subscribed to Online Services; it is a confidential combination of numbers, and/or digits, and/or letters, and/or other special characters you select to identify yourself that you must provide to access Online Services;

"Personal Information" means personal information about you or that can be used to identify you. The Personal Information collected by the Bank depends on the type of Products or Services you use and your personal situation, and can include, as the case may be:

- a. Identification and contact information, such as name, date of birth, gender, personal identification numbers, marital status, addresses, e-mail addresses, telephone numbers (including mobile number) and signature;
- b. Profile information, such as identification, Passwords, service preferences;
- c. Financial information, such as income, credit history and transactions occurring through the Bank or other financial institutions;
- d. Employment information, such as employer's name and employment history;
- e. Biometric information, such as a fingerprint or voiceprint;
- f. Photographs;
- g. Residency status, which may include, as applicable, social insurance number, permanent address, mailing addresses, U.S. citizenship, and taxpayers identification number from a country outside of Canada;
- h. Web browser information, such as type of browser or address of the site you came from;
- i. Device information, such as device details (for example, device ID, model, operating system or device notification status), privacy settings and IP address; and
- j. Location information as well as information derived from your activities on Digital Channels, such as device model, browser type and IP address.

The Bank generally collects Personal Information from your activities on Digital Channels as follows:

- a) Personal Information you provide (such as, for example, identification and contact information, profile information, web browser information, device information, location information and information derived from your activities), for instance: when you make an inquiry or contact us through our website, when you sign up to receive our newsletter or when you participate in a contest or promotion run by the Bank or when you submit a request or apply for a Bank Product and/or Service, when you log-in on our Digital Channels or our Online Services through your Product or Service and interact with us, if you decide to participate to our survey;
- b) Technical information (through the use of cookies), for instance: information about your visit to our website, including the IP address of your computer and which browser you used to view our website, your operating system, resolution of screen, location, language settings in browsers, the site you came from, keywords searched (if arriving from a search engine), the number of page views, information you entered, advertisements you have seen, etc.;

"Product", **"Service"** refer to any product or service offered by

the Bank that you have made a request for, applied for, currently hold or may in the future hold, solely or with other persons, or for which you act as the attorney, guardian (tutor), curator, advisor, agent, liquidator, trustee or in any other capacity providing you powers of administration of the property of others in respect to said Product(s), including, without limitation, any account (whether registered or not) for deposit, term deposit, loan, lines of credit, home equity lines of credit, credit cards, personal loans or mortgage loans;

“Telebanking Centre” refers to Laurentian Bank’s customer

service centre;

“you”, “client”, “your” refer to any person, or that persons authorized representative, authorized user, who has requested from the Bank, applied for, or offered to provide a guarantee for, any Product or Service or account offered by the Bank in Canada. Where a Product is a Laurentian Bank Visa Business Cashback or Visa Business Rewards credit card, these terms also refer to the Business Account Holder, where applicable;

“We”, “our”, “us” refer to the Bank.

2. CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The Bank collects, uses and discloses your Personal Information in accordance with our privacy practices. These practices are further detailed in the Privacy Statement of the Bank and in the brochure called “Questions of Privacy”, both of which are available online at <https://www.banquelaurentienne.ca/en/security.html>. Here are the key elements of these documents:

- a) **Personal Information:** In order to establish a relationship with you, and for the purposes described below, the Bank collects Personal Information. Personal Information is mainly obtained from you when you provide this information (such as when you apply for a Products or Service) in writing or orally, or as you use Products or Services (and generate a transaction history, for example), including, through our Digital Channels. Personal Information can also be collected from other sources, as described below.
- b) **Collection, Use and Disclosure of your Personal Information:** The Bank collects and uses Personal Information in order to establish a relationship with you. The purposes for which your Personal Information is collected, used and disclosed include:
 - a. verify your identity and ensure accurate capture of your information;
 - b. determine your eligibility for products and services, give you access to a product or service or allow you to buy or subscribe to such a Product or Service, and ensure that all related transactions are supported and implemented;
 - c. allow the Bank to deliver, manage and improve the Products and Services we provide to you and contact you about them, including for internal training and quality assurance purposes;
 - d. give you access to Online Services; to create, establish and administer your accounts and to respond to your, or a supplier, inquiries. In the event that you download and/or use any of our applications, we may require and collect, directly from you, information necessary to authenticate you. We may also record your IP geolocation, allowing us to block the access when the user is outside of Canada. Further information is contained in our *Online Services & Mobile App Agreement* (available online here: www.laurentianbank.ca/en/personal/useragreement/) and *Online Credit Card Services Agreement* (available online here: www.laurentianbank.ca/en/personal/user-agreement/credit-cards/);
 - e. understand your financial situation, to establish or verify your credit and identify your needs, particularly to offer adequate financial and investment opportunities;
 - f. monitoring or recording your interactions with the Bank through telephone or video-conference calls, through automated means, whether by interaction with Digital Channels, by the use of surveillance, including video recording, in and around our Laurentian Bank branches, bank machines and other locations;
 - g. comply with a subpoena, warrant or other court order, or as may be otherwise required or authorized by law or by any regulatory bodies having jurisdiction;
 - h. protect you, the Bank and our clients from errors, omissions, fraud and criminal activity, including the prevention, detection and investigation of fraud, money laundering, cyber threats and other such risks and threats;
 - i. support risk and operational management at the Bank including, without limitation, the collection of any debt until full payment of any amount as may be owing to the Bank, and also including compliance with legal and regulatory requirements and communications with regulatory authorities;
 - j. perform analysis, particularly to understand the clients of the Bank and develop or customize products, services and user experience, including when carrying out surveys you choose to respond to, or to provide feedback and statistical information to our service providers regarding their services.

We may obtain Personal Information and reports about you from Equifax Canada Co., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your Personal Information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca.

Unless required or authorized by law, the Bank will not collect, use or disclose Personal Information for any other or new purpose without obtaining further consent.

- c) **Third Parties:** For the purposes outlined above, the Bank is authorized to collect your Personal Information from third parties or disclose your Personal Information to third parties in the following cases:
 - a. You authorize the Bank to transfer your Personal Information to its employees, to its Affiliates, agents, representatives and service providers acting on our behalf, who need access for business reasons, or whose duties reasonably so require and who are bound to maintain the confidentiality of this information. You also authorize the Bank to disclose your Personal Information to an individual who, in the reasonable judgement of the Bank, is acting on behalf of the individual in question, such as through a power of attorney.
 - b. You authorize the Bank to collect or disclose your Personal Information to service providers who are bound to maintain the confidentiality of this information. The Bank’s service providers provide services such as transactional, insurance (and reinsurance), technology, document and material preparation, mailing/electronic mailings, courier, cash management, client management and

service, document storage, record keeping, and cash logistics services; such service providers may be located outside Quebec (including within the United States).

- c. Until full payment of any amount as may be owing to the Bank, or until your Services with Bank or until the Products are closed, you authorize the Bank, without seeking further consent:
- i. to obtain and disclose information regarding your solvency or financial situation from and to legally authorized persons and, when applicable, any credit bureau, any personal information agent, any person referred to in credit reports obtained, any financial institution, fiscal authority, creditor, employer, public organization, any mortgage/hypothecary insurer or any other person providing references, and authorize such persons to disclose the information requested;
 - ii. to receive your credit reports from the credit reporting agencies and to use those reports for the purposes of any credit request or overdraft protection, renewal, refinancing, collection or management related to an existing credit product; and to use those reports for the purposes of verifying your current and ongoing creditworthiness, complying with regulatory requirements (such as those applicable to anti-money laundering efforts) and assessing and managing the Bank's risk; and
 - iii. to request, without obtaining further consent or providing notice to you, credit reports at any time it deems appropriate, to allow the Bank to assess credit risks on an ongoing basis. In addition, your full credit history report may also be obtained by the Bank if it has reasonable grounds to request it (such as for the collection of any debt, for example), whether your prior consent was obtained or not.
- d. You authorize the Bank to disclose your Personal information:
- i. to any insurer of an insurance product to which you adhere or subscribe as an accessory to your Visa card or any other product offered by the Bank, in order to administer your insurance coverage;
 - ii. to competent authorities to comply with a subpoena, warrant or other court order, or as may be otherwise required or authorized by law or by any regulatory bodies having jurisdiction over the Bank, any of its Affiliate or any of its service providers;
 - iii. in cases of fraud, inquiry or breach of any agreement or any statutory violation and as otherwise permitted or required by applicable law;
 - iv. to other financial institutions when inter-bank communication is required to detect, suppress, prevent or control fraud or to investigate a breach of any agreement or any statutory violation;
 - v. to a third party with which we are considering or entering into a business transaction involving Personal Information, such as selling or securitizing assets, we may share information with the other parties to the transaction;
 - vi. to payment card networks in order to operate or administer the payment card system that supports the Products, Services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your Product, Services or accounts with us);
 - vii. to the merchants for the purposes of protection against fraud and in the context of the Visa account update service;
 - viii. to Visa Canada and its representatives when the Bank is informed that you won a prize pursuant to a Visa Canada promotion for which participation is automatic;
 - ix. to marketing partners and service providers for the purposes of research or, statistics such as, for example, the number of our customers residing in a given area or postal code which detain a certain product or service.
- d) Assignment:** You acknowledge that the Bank may, at all times, without notifying you, assign your Products and Services to any person. The assignee may be required by applicable laws to retain your Personal Information for a period of time.
- e) Social Insurance Number:** You authorize the Bank to provide your social insurance number ("**SIN**") to the tax authorities, when required by law, in particular for reporting of income or the determination of residency status. When required by law for these purposes, your SIN is mandatory. For creditworthiness reviews (when applicable), you understand that providing your SIN is optional, and that if you choose to provide your SIN on an application form it will be used by the Bank to ensure accurate information is obtained about you from credit reporting agencies. The Bank may also use your SIN for identification or data consolidation purposes: these purposes are also optional. You may refuse collection or usage for any optional purposes without the Bank refusing to provide you with the applicable Products and Services if you qualify for them; however, you understand that withdrawing your consent may limit or prevent the Bank from providing you with, or being able to continue to provide you with, specific Products or Services.
- f) Personal Information Outside Canada:** If services are provided by the Bank or our service providers from a country other than Canada (including the United-States), or if data containing your Personal Information are moved and found in a country other than Canada, you understand that the Bank or our service providers may be required to disclose your Personal Information to authorities of the foreign jurisdiction pursuant to the applicable laws of that jurisdiction.
- g) Personal Information Update:** When Personal Information is updated by you with regards to a specific Product or Service, such updated Personal Information shall be considered the most current information, and the Bank is authorized to and may update our records accordingly for any other Products and Services you hold (at its discretion). You acknowledge that you are responsible for advising the Bank of any changes to your personal information by any of the following means: (i) by immediately contacting the Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); (ii) by modifying your profile section of *LBCDirect* or through any platform offered in your Online Services which provides you with the option to update your information or (iii) by contacting your Laurentian Bank Branch.
- h) Marketing Communications:** With a view to benefiting from high-quality service and obtaining information about the financial products and services offered by the Bank, our Affiliates (such as B2B Bank and LBC Financial Services Inc.) and our partners, you understand that the Bank may disclose your Personal Information to our Affiliates and partners, for the purposes of the Bank, our Affiliates and partners (i) providing you with promotional communications about products and services, including tailored communications such as pre-approved credit products, and (ii) sending you such marketing communications through various channels, including mail,

telephone and electronic messages (e.g. e-mail, text message, social media messaging). You may revoke this authorization to our collection, use and sharing of information at any time by giving us reasonable notice, through the LBC*Direct* services or through any platform offered in your Online Services which provides you with the option revoke your consent, or by contacting the Telebanking Centre at 514-252-1846 (Montréal area) or 1-800-252-1846 (toll-free), between 8 a.m. and 8 p.m. (Eastern time), seven days a week. You understand that You may continue to receive account-related and transactional communications even if you unsubscribe from receiving marketing and promotional communications.

- i) **Right to Access your Personal Information:** The Bank allows you to access and correct the information to which you are entitled by law, and you understand that you may direct your request to the Bank's Client Requests team by phone at 514-284-3987 (Montréal area) or 1-877-803-3731 (toll-free). Fees may apply.

You may also contact Laurentian Bank Customer Inquiries
1360 René-Lévesque Boulevard West, suite 600
Montréal, Quebec H3G 0E5
Tel.: 514-284-3987 or 1-877-803-3731 (toll-free) customer_inquiries@laurentianbank.ca

- j) **Right to Withdraw your Consent:** You have the right to withdraw your consent to the Bank's collection, use and sharing of information at any time by giving the Bank reasonable notice; provided, however, that you understand that (1) withdrawing your consent may limit or prevent the Bank from providing you with, or being able to continue to provide you with, specific Products or Services; and (2) the Bank may have legal, regulatory or contractual obligations to collect, use or disclose certain of your Personal Information, in which case you may not withdraw your consent. To withdraw your consent, you may contact the Bank at our Telebanking Centre at 514-252-1846 (Montréal area) or 1-800-252-1846 (toll-free), between 8 a.m. and 8 p.m. (Eastern time), seven days a week.
- k) **Information About Another Individual:** You confirm that before providing the Bank with Personal Information on behalf of another individual (for example, as the case may require, authorized owners, partners, general partners, special partners, members, settlors, beneficiaries, trustees, shareholders, directors, as well as authorized signatories, officers, representatives and users), you have obtained the prior consent of that individual or you are otherwise legally authorized to provide such information. The Personal Information obtained by the Bank will be used and disclosed in accordance with the Bank's privacy practices. At the Bank's request, the Business Account Holder will provide the Personal Information after he or she received, when applicable, the consent of any person acting on behalf of the commercial client, for the purposes identified in section 2b).

3. SERVICE PROVIDERS

You understand that the Bank may use service providers, or outsource functions to service providers, to collect, process, use, disclose or store your Personal Information at any moment. In those cases, your consent to the collection, use and disclosure of your Personal Information in this Agreement extends to such service provider to the extent required for the service provider to provide the services outsourced to it by the Bank, and this, for the purposes set out in this Agreement. You further understand that the Bank has agreements in place with such (current or future) service providers which require these service providers to comply with the privacy legal requirements which apply to and govern the collection, use and disclosure of your Personal Information.

4. COOKIES

When you visit or interact with our websites, when you access your Online Services or when you apply for a Product or Service online, we or our authorized service providers may use cookies, and other similar technologies for storing information to help provide you with a better, faster, and safer experience and for advertising purposes. The details of how we use cookies is further detailed in our cookie policy which is available online at www.laurentianbank.ca/en/cookies.html

5. SECURITY

The Bank will use reasonable security measures to protect your Personal Information against unauthorized access. We have implemented security measures that contain administrative, technical and physical controls that are designed to safeguard your Personal Information. Further details are contained in our Privacy Statement (here: www.laurentianbank.ca/privacy-statement) and our *Online Services & Mobile App Agreement* (here: www.laurentianbank.ca/en/personal/useragreement/) and *Online Credit Card Services Agreement* (here: www.laurentianbank.ca/en/personal/user-agreement/credit-cards).

6. EXTERNAL LINKS AND SITES

The Digital Channels and Online Services may contain links external to Bank sites. The Bank is not responsible for the information and privacy practices of these external-party sites. We recommend that you read any such external-party site's privacy policy to learn about its information and privacy practices before you provide any Personal Information.

7. MISCELLANEOUS AND INTERPRETATIVE CLAUSES

- 7.1 Wherever the context so requires, the singular number will be interpreted as plural, the masculine gender as feminine or neuter, and vice versa.
- 7.2 This Agreement binds the Parties as well as their successors, heirs, assigns, officers, directors, employees, representatives and assignees.
- 7.3 If any provision of this Agreement is declared invalid, unenforceable or deemed unwritten, the remaining provisions will remain in full force and effect.

7.4 Should we amend this Agreement, the Bank may notify you of such amendment electronically or in writing, at our discretion.

7.5 This Agreement will be governed and interpreted according to the laws in force in the province of your residence.

8. SIGNATURE AND ATTESTATION

8.1. You agree to the collection, use and disclosure of your Personal Information in accordance with the privacy practices of the Bank, as further detailed herein. You understand that the Bank will need your prior consent for any further use or collection of Personal Information, or for any modification to the purposes for which your Personal Information is collected. You confirm that before providing Personal Information about any other individual, you have obtained the consent of that individual or are otherwise authorized to provide such information.

8.2. You acknowledge having received, read, and understood the "Question of Privacy" Brochure.

9. EXPRESSION OF YOUR CONSENT TO THESE TERMS AND CONDITIONS AND EFFECTIVE TIME OF YOUR CONSENT

By selecting or clicking on "I accept", "I agree", "I submit" or any similar action used to express your consent, you thereby acknowledge having received, read, and understood the foregoing Agreement, and you accept the terms and conditions herein.

Your consent will take effect upon your agreeing to this Agreement.

10. LANGUAGE (QUEBEC ONLY)

The Parties have required that this Agreement and all documents or notices related to it be drafted in the English language. *Les parties ont exigé que cette entente et tout autre document ou avis y afférents soient rédigés en langue anglaise.*

