

PRIVACY STATEMENT RE: PERSONAL INFORMATION

Our collection, use and disclosure of your personal information is controlled and protected by the *Personal Information Protection and Electronic Documents Act*. **Trillium Lane Realty Ltd.** respects your privacy rights and will make every effort to ensure that your personal information is only used for the purposes for which it was collected and is kept safe once you have entrusted it with us.

In order to provide our services we will need to collect some of your personal information from you. This information is required for the purpose of real estate transactions (buying or selling) on your behalf and includes, but is not limited to:

- contact and mailing information such as your name, address, telephone numbers, fax numbers and email addresses;
- your date of birth;
- your Social Insurance Number;
- employment information, credit information, asset information and personal references;
- information about the nature and financial situation of any company where you are a significant shareholder;
- insurance information;
- municipal and legal descriptions for your property;
- any other relevant information which is necessary to provide you with our services.

Some or all of the above information may be provided to lenders, appraisers, your lawyer, mortgage insurers, our agents, and credit reporting organizations.

When handling your personal information we will comply with our Privacy Policy. For more information about our Privacy Policy please contact Loyz Moots, 64 Donlea Drive, Toronto, Ontario, M4G 2M4, Tel: 416.425.4200, Fax: 416.425.4233, Email: LMoots@TrilliumLane.ca.

The undersigned consents to the collection, use and disclosure of the undersigned's personal information by **Trillium Lane Realty Ltd.** for the purposes set out above and in our Privacy Policy.

DATED this _____ day of _____, 200__.

Print Name of client

Witness

Signature of client

Print Name of client

Witness

Signature of client

Trillium Lane Realty Ltd.— PRIVACY POLICY

Why do we have a privacy policy?

At **Trillium Lane Realty Ltd.**, we believe in building relationships with our customers. These relationships are built on trust and respect. Part of the process of establishing trust and respect is telling you what information we will require from you, how this information will be handled, and how this information will be kept safe. We know that your personal information is a valued asset and we want you to know that we will treat it that way.

The purpose of the following document is to inform you of:

- our information handling practices;
- the reasons for these practices;
- security steps in place to protect your information; and
- your role in controlling your own personal information.

Collecting Personal Information

In order to provide you with our services, we may collect the following information from you:

- contact and mailing information such as your name, address, telephone numbers, fax numbers and email addresses;
- your date of birth;
- your Social Insurance Number;
- employment information, credit information, asset information and personal references;
- information about the nature and financial situation of any company where you are a significant shareholder;
- insurance information;
- municipal and legal descriptions of your property;
- any other relevant information which is necessary to provide you with our services.

We may need to collect other personal information depending on the circumstances, but we will ask you for that information directly whenever possible and ensure that you agree to our collecting it.

Purposes of Collection.

We will collect your personal information in order to:

- assess your needs and objectives;
- complete a real estate transaction on your behalf;
- obtain background information such as credit reports, title searches and insurance information;
- answer your general questions about matters related to real estate transactions and the services we provide to you.

We will only collect the personal information we require to fulfill these purposes and no more.

Controlling Your Personal Information

We believe that part of establishing trust and integrity comes from allowing you to decide whether you wish to provide your personal information to us at the time we ask for it. As a result, after we have advised you of the personal information we require, and the purposes for which that information is being collected, we will have you complete a consent form which authorizes our collection, use and disclosure of that information. When it is not possible to obtain your written consent, such as when we are dealing with each other over the telephone, we will obtain your oral consent.

We will record the purpose for which consent has been given by making a notation in your customer file or in our computer records.

Safeguarding Your Personal Information

Like you, we at **Trillium Lane Realty Ltd.** value your personal information. Part of valuing your personal information is making sure that it is protected and kept confidential. We achieve this by:

- locking filing cabinets and areas where files are stored when no one is there;
- allowing only employees who need access to the storage areas or filing cabinets to have access to them;
- destroying papers containing personal information rather than placing them in a garbage can or recycling bin;
- training our employees so they know our privacy policies or rules for protecting personal information and the consequences of not following them;
- having employees take an oath of confidentiality;
- using screensavers so visitors to our office cannot see information on our computers;
- using firewalls and anti-virus programs on our computers;
- using passwords to make sure that only certain employees have access to information on computers and changing the passwords often;
- erasing computer hard-drives before we sell or otherwise dispose of them.

Updating and Retention of your Personal Information

Trillium Lane Realty Ltd. will do its best to ensure that your personal information is accurate, complete and kept current. We will accomplish this by having one of our agents contact you to verify your personal information before any decisions are made or action is taken based on that information.

We will keep your information as long as is necessary to continue to meet your needs and any legal requirements we may have. However, once your personal information is no longer needed, we will destroy it.

If your personal information changes, please inform us of the change and any other information you feel is necessary. Also, if your personal information is incorrect, please notify us of the correct information.

Accessing Your Personal Information

You are entitled to access your personal information that is in our custody or under our control. It is our policy to ensure that customers receive one complimentary copy of all their documents to keep in their own personal file. If you require another copy of such information or further information, please contact **Trillium Lane Realty Ltd., Privacy Officer, Loyz Moots** at 416.425.4200 or Lmoots@TrilliumLane.ca. Please note that a nominal fee may be charged based on the volume of information requested.

Questions and Concerns

If you have questions or concerns about the handling of your personal information please contact Loyz Moots, Privacy Officer, Trillium Lane Realty Ltd., at 416.425.4200 or Lmoots@TrilliumLane.ca. Our representatives would be happy to assist you.

PRIVACY LAW COMPLIANCE CHECKLIST

In your efforts to ensure that your organization is in compliance with PIPA we recommend that you use the following checklist as a guide. This checklist is not comprehensive and should only be used as a starting point of your organization's privacy program:

TASK COMPLETED

- _____ (1) Conduct a Privacy Audit to determine what personal information the Organization is collecting, how it is being used, to whom it is being disclosed and how long it is retained;
- _____ (2) Identify and document the purposes for which personal information is collected;
- _____ (3) Designate a person(s) to be responsible for compliance with privacy legislation;
- _____ (4) Develop a retention schedule for personal information;
- _____ (5) Develop consent forms and a system for ensuring that the required consents are obtained from individuals;
- _____ (6) Develop policies and procedures to give effect to the privacy principles set out in PIPA;
- _____ (7) Take steps to ensure that individuals dealing with the Organization, including the Organization's employees, are notified of the collection, use and disclosure of their personal information;
- _____ (8) Develop guidelines and implement procedures to govern destruction of personal information;
- _____ (9) Implement appropriate security precautions to protect personal information;
- _____ (10) Develop and implement procedures for handling requests for personal information and the correction of inaccurate personal information;
- _____ (11) Develop and implement procedures for receiving and responding to complaints or inquiries about the Organization's privacy policies and practices;
- _____ (12) Educate all staff about the privacy policies and procedures of the Organization and the importance of maintaining the confidentiality of personal information;
- _____ (13) Take steps to ensure that personal information passed to agents or third parties of the Organization, suppliers and trade contractors for example, is given the level of protection it received while it was with the Organization. This will include drafting and execution of privacy agreements;
- _____ (14) Develop and distribute information about the Organization's privacy policies and practices; and,
- _____ (15) Establish a system for reviewing the privacy policies and procedures and updating the training of staff.

PRIVACY AND CONFIDENTIALITY AGREEMENT

(hereinafter the "Agreement")

Between:

Trillium Lane Realty Ltd. (hereinafter called the " Information Provider")

OF THE FIRST PART - and -

_____ (hereinafter called the " Service Provider")

OF THE SECOND PART

WHEREAS:

The Information Provider is a licensed real estate brokerage;

The Information Provider is disclosing to the Service Provider the following information:

(DESCRIBE PERSONAL INFORMATION PROVIDED TO SERVICE PROVIDER i.e. contact information for all of the Information Provider's clients) (hereinafter called the "Information")

The Service Provider will use the Information supplied to it to for the following purposes:

(INSERT USES TO WHICH THE PERSONAL INFORMATION IS PUT i.e. to mail a form letter to all of the Information Provider's clients) (hereinafter called the " Services");

The Service Provider has agreed to deal with the Information on the terms hereinafter provided;

In consideration of the terms of this Agreement the parties hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the obligations and responsibilities of the Service Provider with respect to the Information.

2. ACKNOWLEDGMENT

The Service Provider acknowledges that the Information is sensitive information and must be treated with the highest degree of confidentiality at all times.

3. CONTROL OF RECORDS AND INFORMATION

The Service Provider acknowledges that the Information shall remain under the control of the Information Provider at all times and is to be returned to the Information Provider or destroyed upon receipt of a written request from the Information Provider.

4. PRIVACY LEGISLATION

The Service Provider acknowledges that it is subject to the Federal *Personal Information Protection and Electronic Documents Act S.C. 2000, c. 5* ("PIPEDA") and warrants and represents that it will abide by the provisions of the Act in all its dealings with respect to the Information.

5. INDEMNIFICATION The Service Provider agrees to being fully and solely responsible:

- for the actions of each of its employees, agents, consultants and other persons with respect to the disclosure and use of the Information whether or not the person is or was acting within the scope of his/her employment, agency, consultancy or other relationship;
- for any unauthorized disclosure or use of the Information which is disclosed to or is accessible to the Service Provider pursuant to or as a result of carrying out the Services, regardless of the cause (including, but not limited to, negligence, misfeasance, malfeasance or accident or neglect) of the unauthorized use or disclosure during the term of this Agreement or after the expiration or earlier termination of this Agreement; and,
- for any and all losses, claims, demands, liabilities, cost, damages and expenses (including all legal fees on a solicitor and his own client basis) that the Information Provider may incur by reason of any negligence or wrongful act of the Service Provider in the performance of its duties under this Agreement or arising from the breach of any statute, regulation, agreement, covenant, representation or warranty by the Service Provider.

This indemnification will survive this Agreement.

6. TERMINATION

This Agreement may be terminated by the Information Provider on five (5) days written notice to the Service Provider.

This Agreement shall survive and be binding upon the Information Provider and the Service Provider as long as the Service Provider has access to the Information notwithstanding that:

- the Service Provider has ceased to provide the Services to the Information Provider; or,
- any other agreement between the Service Provider and the Information Provider has been terminated.

If the Service Provider ceases to provide the Services to the Information Provider, the Information and any other personal information in relation to the Services collected by the Service Provider shall be returned to the Information Provider, transferred to a new service provider if the Information Provider directs the Service Provider to do so, or disposed of by the Service Provider in accordance with instructions provided by the Service Provider.

7. NOTICE OF VIOLATION OF THE ACT OR THIS AGREEMENT

The Service Provider shall notify the Information Provider, in writing, of any alleged breach of PIPEDA with respect to the Information or any alleged breach of the terms or conditions of this Agreement immediately upon becoming aware of the alleged breach.

8. BANKRUPTCY AND INSOLVENCY

If, while the Information is in the custody or under the control of the Service Provider, the Service Provider shall make any assignment for the benefit of creditors, or if the Service Provider, becomes bankrupt, insolvent or shall take the benefit of any enactment that may be in force for bankrupt or insolvent debtors, or if any order shall be made for the winding up of the Service Provider, the Service Provider shall immediately return all of the Information to the Information Provider.

9. MODIFICATIONS

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

10. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and shall be binding upon the successors and permitted assigns of each of the parties.

11. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF

the parties have executed this Agreement this _____ day of _____ 20 _____

* (NAME OF INFORMATION PROVIDER)

Per: _____ c/s
(I have the authority to bind (INFORMATION PROVIDER))

* {NAME OF SERVICE PROVIDER}

Per: _____ c/s
(I have the authority to bind (SERVICE PROVIDER))

Forms of Client Consent
Trillium Lane Realty Ltd.

Sample #1 – Can be used when the client completes a form such as a questionnaire or mortgage application.

The information contained in this form is collected to help **Trillium Lane Realty Ltd.** understand your needs and preferences. The information will be used by us to obtain a credit report on you, an appraisal and land titles search on the property you are purchasing, and to complete a real estate transaction on your behalf. Your information will be disclosed by us to some or all of the following:

- credit reporting agencies;
- lenders;
- appraisers;
- mortgage insurance companies;
- lawyers; and,
- other persons to whom you have specifically consented.

If you have any questions about the collection of your personal information please contact us at 416.425.4200 during regular business hours.

Sample #2 – This can be used as a stand alone document

When you become a client of **Trillium Lane Realty Ltd.** we will collect from you your name, address, telephone number, e-mail address, birth date, Social Insurance Number, employment information, credit information, asset information and information about the nature and financial situation of any company where you are a significant shareholder. We will use this information to:

- confirm your identity and credit history;
- complete a real estate transaction on your behalf; and,
- obtain appraisals and title searches on the property or properties under consideration.

Your information will be disclosed by us to some or all of the following:

- credit reporting agencies;
- lenders;
- appraisers;
- mortgage insurance companies;
- lawyers; and,
- other persons to whom you have specifically consented.

If you have any questions about the collection of your personal information please contact us at 416.425.4200 during regular business hours

Sample #3 — Can be used on a Credit Application Form

"The undersigned hereby certifies the above information to be true and correct. By signing below, I/We consent to **Trillium Lane Realty Ltd.**, or its assigns, collecting our personal information set out in this form for the purpose of determining our/my eligibility for purchasing or selling real property. I/We consent to **Trillium Lane Realty Ltd.** disclosing our/my personal information to any Credit Reporting Agency or Credit Granters or Bank and collecting from those organizations any information it may require, at any time, in connection with the Credit hereby applied for including, but not limited to, credit reports and bank reports. I/We also consent to the disclosure of any of our personal information to anyone acting on our behalf with respect to the Credit hereby applied for including the disclosure of a Decline or Acceptance form generated by a lender."