

PowerWool Insulation Inc. PRIVACY POLICY

1. COMMITMENT TO PRIVACY

PowerWool Insulation Inc., ("**PowerWool**") is committed to maintaining the security and privacy of your personal information. This Policy documents our on-going commitment to you and has been developed in compliance with the British Columbia *Personal Information Protection Act* ("**PIPA**").

2. INTRODUCTION & SCOPE OF POLICY

In accordance with PIPA, this Policy addresses personal information about individuals and does not apply to information about corporate or commercial entities who are our suppliers or customers. Commercial information may be subject to protection under other policies and practices and through contractual arrangements, including confidentiality agreements. This Policy does *not* impose any limits on the collection, use or disclosure of the following information by PowerWool:

- (a) your business contact information; or
- (b) publicly available information recognized under PIPA.

3. ACCOUNTABILITY

PowerWool is accountable and responsible for personal information under its control. PowerWool has designated a Privacy Officer who is accountable for PowerWool's compliance with this Policy.

PowerWool will adopt procedures to protect personal information, receive and respond to complaints and inquiries, train staff regarding privacy policies and procedures and communicate policies and procedures to you.

4. PURPOSE

PowerWool collects your personal information for the following purposes:

- (a) to provide construction products requested and to use and disclose the information for any purpose related to the provision of requested construction products including billing and processing payments for the provision of requested construction products;
- (b) to determine which construction products may meet your potential needs;
- (c) to provide you with information about PowerWool construction products, including providing you with marketing material about PowerWool, unless you opt out of receiving this information, as provided below;
- (d) to protect PowerWool, yourself and others from error, fraud and other illegal activity and to safeguard the financial interests of PowerWool;
- (e) to authenticate your identity and communicate with you;

- (f) to provide personal information to PowerWool associates (and anyone else working for or dealing with PowerWool) in order to obtain quotations for or order products requested by you;
- (g) to collect debts owed to PowerWool;
- (h) to manage or transfer assets or liabilities of PowerWool, for example in the case of an acquisition or merger, the provision of security for a credit facility or the change of a carrier; and
- (i) to comply with legal and regulatory requirements.

The purposes listed above are a reasonably necessary part of your relationship with PowerWool.

When your personal information is to be used for a purpose not previously identified, the new purpose will be disclosed to you prior to such use, and your consent will be sought unless the use is authorized or required by PIPA or other law.

5. CONSENT

PowerWool will obtain your consent to collect, use or disclose personal information except where PowerWool is authorised or required by PIPA or other law to do so without consent.

Your consent may be express or implied, or given through your authorized representative.

Consent may be provided orally, in writing, electronically, through inaction (such as when you fail to notify PowerWool that you do not wish your personal information collected/used/disclosed for optional purposes following reasonable notice to you) or otherwise. For example, consent may be expressed orally over the telephone at the time information is being collected; electronically, when submitting an agreement, application or other information; or, in writing when signing an agreement or application form.

You may withdraw your consent at any time, subject to legal or contractual restrictions, provided reasonable written notice of withdrawal of consent is given by you to PowerWool. Upon receipt of your written notice, PowerWool will inform you of the likely consequences of the withdrawal, which may include the inability of PowerWool to provide certain construction products for which the delivery of that information is a prerequisite.

6. LIMITS ON COLLECTION OF PERSONAL INFORMATION

PowerWool will not collect personal information indiscriminately and will limit its collection of your personal information to what is reasonably necessary to provide a product or service and which is reasonably necessary for the purposes consented to by you. PowerWool may also collect information as authorized by PIPA or other law.

7. LIMITS ON SHARING OF PERSONAL INFORMATION

PowerWool will never sell your personal information and will not share personal information with third parties except as necessary to carry out its business, at your request, or, as required by law or other legal processes.

8. RETENTION OF PERSONAL INFORMATION

PowerWool will retain personal information only for as long as necessary to fulfill the purposes for which the information was collected or as required by law. We have technological and operational security policies and procedures in place to protect your personal information from loss, misuse, alteration or unintentional destruction.

PowerWool will destroy, erase or make anonymous documents or other records containing personal information as soon as it is reasonable to assume that the original purpose is no longer being served by retention of the information and retention is no longer necessary for legal or business purposes. PowerWool will take due care when destroying personal information so as to prevent unauthorized access to such information.

9. ACCURACY

PowerWool will make a reasonable effort to ensure that personal information it is using or disclosing is accurate and complete. PowerWool will rely on you to ensure that certain information, such as your street address, e-mail address or telephone number, is current, complete and accurate.

If you notify PowerWool of the inaccuracy or incompleteness of personal information, PowerWool will amend the information as required. If appropriate, PowerWool will send the amended information to third parties to whom the information has been disclosed.

When a challenge regarding the accuracy of personal information is not resolved to your satisfaction, PowerWool will annotate the personal information under its control with a note that a correction was requested but not made.

10. SAFEGUARDING PERSONAL INFORMATION

PowerWool protects the personal information in its custody or control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks. PowerWool personnel who have access to your personal information have been trained and are required to maintain the confidentiality of such information.

You should be aware that confidentiality and security are not assured when information is transmitted through e-mail or wireless communication. PowerWool will not be responsible for any loss or damage suffered as a result of a breach of security or confidentiality when information is transmitted by e-mail or wireless communication.

11. STORAGE OF PERSONAL INFORMATION

Information provided to PowerWool may be stored on servers domestically or abroad, including third-party servers in the United States. As such, information stored by PowerWool may be accessible to local courts, law enforcement, and governmental authorities of the United States.

12. PROVIDING ACCESS

You have a right to access your personal information held by PowerWool.

Upon written request and authentication of your identity, PowerWool will provide you with personal information under its control, information about the ways in which that information is

being used and a description of the individuals and organizations to whom such information has been disclosed.

PowerWool may charge a reasonable fee for providing personal information in response to a PIPA access request and will provide an estimate of any such fee upon receiving a written access to personal information request. PowerWool may require a deposit for all or part of the fee.

PowerWool will make personal information available within 30 days or provide written notice where additional time is required to fulfill the request.

In some situations, PowerWool may not be able to provide access to certain personal information. PowerWool may also be prevented by law from providing access to certain personal information.

Where an access request is refused in whole or in part, PowerWool will notify you in writing, giving the reason for refusal and outlining further steps which are available to you.

13. EMPLOYEE PERSONAL INFORMATION

If you are an employee of PowerWool, PowerWool may collect, use and disclose your personal information for the purposes of establishing, managing and terminating an employment relationship. Without limiting the foregoing, PowerWool may collect, use or disclose employee personal information:

- (a) to assess and facilitate the implementation of opportunities and social programs for employees;
- (b) to address employee concerns and complaints;
- (c) to provide compensation and fulfilling taxation requirements;
- (d) to administer policies and procedures regarding training, retention and evaluation of employees;
- (e) to refund any expenses incurred by an employee as a result of their employment with PowerWool;
- (f) to administer the physical security of PowerWool facilities, through the collection of images of an employee captured on a video surveillance system; and
- (g) to comply with other requirements imposed by law, including without limitation collecting employee personal information as required by applicable workplace insurance and safety legislation and occupational health and safety legislation.

PowerWool may collect, use or disclose employee personal information without obtaining consent of the employee, if:

- (a) the collection, use or disclosure of such information is reasonable for the purpose of establishing, managing or terminating an employment relationship between PowerWool; and

- (b) PowerWool notifies the employee that PowerWool will be collecting, using or disclosing employee personal information and such notification indicates the purpose for such collection, use or disclosure.

Employee personal information does *not* include:

- (a) information prepared or collected by an employee as part of their employment responsibilities or activities with PowerWool, unless said information includes personal information about another employee who did not prepare or collect the information; and
- (b) information to enable an employee to be contacted, including the name, position or title, business telephone number, business address, or business email of the employee.

All other sections of this Policy apply to the collection, use, and disclosure of employee personal information, except where there is a conflict between this section and another section, in which case this section will prevail.

14. CHANGES TO POLICY

To keep pace with economic and technological changes, PowerWool may revise this Policy from time to time. The revised Policy will be posted on our website, and will come into effect 30 days after it is posted.

15. COMPLAINTS

Any inquiry, complaint or question regarding this Privacy Policy must be directed in writing to the PowerWool Privacy Officer.

Contact Information:

Privacy Officer
PowerWool Insulation Inc. #204 - 19099 25th
Avenue
Surrey, British Columbia V3S 3V2

E-mail: info@power-house.ca

16. DEFINITIONS

In this Privacy Policy:

"collection" means the act of gathering, acquiring, or obtaining personal information from any source, including third parties, by any means;

"consent" means voluntary agreement to the collection, use and disclosure of personal information for specified purposes;

"disclosure" means making personal information available to a third party;

"employee personal information" is information that is collected, used or disclosed solely for the purposes reasonably required to establish, maintain, manage, or terminate an employment relationship between an employee and PowerWool.

"personal information" means information about an identifiable individual but does not include his or her business contact information. Personal information does not include (a) information concerning corporate or commercial entities or (b) publicly available information. It also does not include information that cannot be associated with a specific individual;

"Privacy Officer" means an individual designated by PowerWool who is accountable for compliance with this Privacy Policy by PowerWool and whose contact particulars are set forth in this Privacy Policy;

"third party" means an individual or organization other than PowerWool and you;

"use" means the treatment and handling of personal information by and within PowerWool.

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