SEQUOIA MERGERS & ACQUISITIONS CORP.

Privacy, Confidentiality, Records and Information-Barrier Policy

Effective Date: November 26, 2026
Last Reviewed: November 26, 2026
Policy Owner: Designated Individual

1. Purpose and Scope

Sequoia Mergers & Acquisitions Corp. ("**Sequoia**," "**the Company**," or "**the brokerage**") is committed to protecting the personal information, confidential information, and records of its clients, prospective clients, unrepresented parties, employees, contractors, and other individuals whose information it collects or handles.

This Policy governs the collection, use, disclosure, retention, security, access, correction, and destruction of personal information by Sequoia and its managing brokers, associate brokers, representatives, employees, contractors, and service providers in connection with the brokerage services and related business activities.

This Policy is intended to comply with:

- the British Columbia Personal Information Protection Act ("**PIPA**");
- the Real Estate Services Act ("**RESA**") and the Real Estate Services Rules ("**Rules**");
- applicable record-retention requirements under RESA and the Rules;
- applicable anti-money-laundering and anti-terrorist-financing requirements, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act ("**PCMLTFA**") and FINTRAC requirements, where applicable;
- other applicable legal, regulatory, contractual, and professional obligations.

BCFSA guidance recognizes that privacy obligations under PIPA operate alongside its professionals' confidentiality duties under RESA and the Rules.

2. Definitions

"Personal Information" means information about an identifiable individual, including name, contact details, address, date of birth, financial information, identification documents, income, and other information that can identify an individual. It does not include contact information that enables a person to be contacted at a place of business, to the extent that information is excluded from PIPA.

"Confidential Information" means information relating to a client, prospective client, negotiation, or business affairs that is obtained in the course of providing services and that is not publicly available. Confidential Information includes information that could reasonably be expected to harm a client's interests if disclosed without authorization.

"Client" means an individual or entity for whom Sequoia or a licensee provides services under an applicable relationship.

“Service Provider” means a third party that collects, uses, stores, processes, transmits, disposes of, or otherwise handles Personal Information on behalf of Sequoia, including cloud, document-management, marketing, payment, IT, accounting, legal, and administrative service providers.

“Designated Individual” means the person designated by Sequoia to oversee compliance with this Policy and PIPA.

3. Policy Principles

Sequoia will:

1. Collect, use, and disclose Personal Information only for reasonable purposes and only where authorized by PIPA, consent, or applicable law.
2. Limit collection to the minimum Personal Information reasonably necessary to provide the requested services, comply with legal and regulatory requirements, and operate the brokerage.
3. Maintain the confidentiality of client information, including after the client relationship or agency relationship ends.
4. Implement and maintain information barriers to prevent unauthorized sharing of client or transaction information.
5. Retain records for the longer of the applicable legal or regulatory retention period and any legitimate business need.
6. Protect Personal Information using administrative, physical, and technological safeguards appropriate to its sensitivity.
7. Provide individuals with access to their Personal Information and an opportunity to request corrections, subject to legal exceptions.
8. Respond to privacy questions, access requests, correction requests, and complaints promptly and transparently.

4. Collection of Personal Information

Sequoia will identify the purpose for collecting Personal Information before or at the time of collection, unless the purpose is obvious from the circumstances.

Sequoia may collect Personal Information for purposes including:

- Identifying clients, prospective clients, counterparties, and unrepresented parties;
- Providing purchase, sale, leasing, or related services;
- Preparing, negotiating, administering, and closing transactions;
- Verifying identity and complying with anti-money-laundering, anti-terrorist-financing, sanctions, and “know your client” requirements;
- Conducting due diligence, credit checks, reference checks, or background checks where authorized and appropriate;
- Communicating with clients, cooperating brokerages, lenders, lawyers, notaries, accountants, contractors, and other transaction participants;
- Complying with RESA, the Rules, BCFSA requirements, FINTRAC requirements, tax obligations, and other legal requirements;
- Processing payments, commissions, trust funds, invoices, and related financial records;

- Marketing services, where permitted by law and subject to applicable consent and opt-out requirements;
- Recruiting, employing, managing, and terminating employees and contractors.

Sequoia will not collect unnecessary or overly intrusive Personal Information. Where a prospective buyer, seller, or other individual declines to provide information that is not reasonably necessary for the requested service or a legal requirement, Sequoia will assess whether it can still provide the service without that information.

5. Consent

Sequoia will obtain consent before collecting, using, or disclosing Personal Information, except where PIPA or another applicable law permits collection, use, or disclosure without consent.

Consent may be express or implied, depending on the sensitivity of the information and the reasonable expectations of the individual. Consent may be provided orally, in writing, electronically, or through an authorized representative.

Individuals may withdraw consent, subject to legal and contractual restrictions and to the extent that withdrawal does not prevent Sequoia from fulfilling legal obligations or providing the requested service. Sequoia will explain any practical consequences of withdrawing consent.

Individuals may opt out of receiving marketing communications from Sequoia. Sequoia will honour opt-out requests promptly and will not use Personal Information for marketing after an opt-out is recorded.

6. Use and Disclosure

Sequoia will use and disclose Personal Information only for the purposes identified at or before collection, for compatible purposes authorized by the individual, or as permitted or required by law.

Subject to applicable legal restrictions, Sequoia may disclose Personal Information to:

- Buyers, sellers, landlords, tenants, and other transaction parties, to the extent necessary to complete a transaction;
- Lawyers, notaries, lenders, insurers, and contractors;
- Government bodies, regulators, law enforcement, courts, and other authorities where required or authorized by law;
- Service Providers engaged to support Sequoia's operations;
- Sequoia's professional advisers, including auditors, accountants, and lawyers.

Sequoia will not sell client lists or Personal Information. Sequoia will not disclose client Confidential Information for the benefit of Sequoia, a licensee, or a third party unless the client has authorized the disclosure or the disclosure is otherwise permitted or required by law.

7. Confidentiality and Continuing Duty

All licensees, employees, contractors, and Service Providers must maintain the confidentiality of client information.

This confidentiality obligation continues after the agency relationship ends. A former client's information must not be used or disclosed for Sequoia's benefit, a licensee's benefit, or a third party's benefit without authorization or a legal basis for disclosure.

Confidential Information must be stored, transmitted, accessed, and disposed of in a manner that protects its confidentiality. This applies to paper files, electronic files, emails, texts, messaging applications, shared drives, cloud services, and other records.

8. Information Barriers

Sequoia will maintain information barriers to prevent the inappropriate sharing of client and transaction information within the brokerage.

The managing broker is responsible for ensuring that information barriers are established, communicated, and maintained. Licensees and staff must acknowledge and follow the information-barrier procedures applicable to their role.

Information barriers may include:

- Separate file storage and access permissions;
- Restricted access to transaction files, client lists, and internal communications;
- Separate teams, systems, folders, or communication channels where appropriate;
- Confidentiality acknowledgements for licensees, employees, and contractors;
- Procedures for handling conflicts of interest, competing buyers or sellers;
- Procedures for escalating potential confidentiality or conflict-of-interest issues to the managing broker.

Licensees must not access, use, or disclose information relating to another licensee's client or transaction unless authorized by the managing broker, required for the proper provision of services, or permitted or required by law.

9. Security Safeguards

Sequoia will protect Personal Information against unauthorized access, collection, use, disclosure, copying, modification, disposal, loss, or theft.

Safeguards may include:

- Locked filing cabinets and secure physical premises;
- Role-based access controls and least-privilege access;
- Unique user IDs, strong passwords, multifactor authentication, encryption, firewalls, and secure networks;
- Secure deletion, shredding, and disposal procedures;
- Restrictions on the use of personal devices, removable media, and unapproved cloud services;
- Vendor due diligence and contractual privacy and security requirements;
- Employee and licensee privacy, confidentiality, and information-security training;
- Monitoring, logging, and periodic review of access controls and security practices.

Records must be stored in British Columbia as required by RESA, including electronic records where applicable.

10. Privacy Incidents

A privacy incident includes unauthorized access to, collection, use, disclosure, copying, modification, loss, theft, or disposal of Personal Information.

If a privacy incident occurs or is suspected, the person who becomes aware of it must immediately report it to the Designated Individual and, where applicable, the managing broker.

Sequoia will:

1. Contain and investigate the incident;
2. Assess the risk of harm to affected individuals;
3. Notify affected individuals and the Information and Privacy Commissioner of British Columbia where required by PIPA;
4. Notify other regulators, clients, counterparties, Service Providers, or law enforcement where required or appropriate;
5. Remediate the cause of the incident;
6. Document the incident, assessment, notifications, and corrective actions.

11. Retention of Records

Sequoia will retain Personal Information and records only as long as necessary to fulfill the purposes for which they were collected, to meet legal, regulatory, tax, accounting, litigation, insurance, or business requirements, and to protect Sequoia's legal rights.

Where RESA or the Rules require a brokerage to retain financial records or other records, Sequoia will retain those records for at least **seven years after their creation**, unless a shorter period is authorized in writing by the applicable regulatory authority.

Where FINTRAC requirements apply, Sequoia will retain required client-identification, transaction, receipt-of-funds, suspicious-transaction-report, large-cash-transaction, and related records for at least **five years**, or for the period required by applicable law, whichever is longer.

Where different retention periods apply to the same record or file, Sequoia will retain the record for the longest applicable period.

12. Destruction and Anonymization

When Personal Information is no longer required for the purpose for which it was collected and no legal, regulatory, business, litigation-hold, or other retention requirement applies, Sequoia will securely destroy or anonymize it.

Destruction methods may include cross-cut shredding of paper records and secure deletion or wiping of electronic records. Electronic records must be deleted in a manner reasonably designed to prevent recovery or reconstruction.

Sequoia will maintain a destruction log or equivalent record identifying the records destroyed, the method of destruction, the date of destruction, and the person authorizing destruction, where appropriate.

13. Accuracy and Correction

Sequoia will make reasonable efforts to ensure that Personal Information used to make a decision about an individual, or disclosed to another organization, is accurate and complete.

Individuals may request correction of their Personal Information by submitting a written request to the Designated Individual. The request must include sufficient detail to identify the information and the correction sought.

If Sequoia determines that a correction is appropriate, it will correct the information and, where required or appropriate, send the corrected information to organizations to which it was disclosed during the preceding year. If Sequoia does not make the correction, it will annotate the file with the requested correction.

14. Access Requests

Subject to PIPA's exceptions, individuals may request access to their Personal Information held by Sequoia.

Access requests must be made in writing and include sufficient detail to identify the information sought. Requests should be directed to the Designated Individual.

Upon request, Sequoia will also provide information about how the individual's Personal Information has been used and to whom it has been disclosed, subject to legal exceptions.

Sequoia will respond within **30 business days**, unless an extension is permitted or required. If a request is refused in whole or in part, Sequoia will provide written reasons and information about available recourse.

15. Complaints and Contact Information

Questions, concerns, access requests, correction requests, and complaints regarding this Policy or Sequoia's handling of Personal Information should be directed in writing to:

Designated Individual / Privacy Officer:
Name and Title: Chris Larmer, Partner
Email: chris@sequoiamergers.com
Mailing Address: #300 – 1085 Homer Street, Vancouver, BC V6B 1J4
for British Columbia. If the concern is not resolved, the individual may contact the Information and Privacy Commissioner

16. Service Providers

Before engaging a Service Provider that will handle Personal Information, Sequoia will assess its privacy and security practices and enter into appropriate contractual protections.

Service Providers must only collect, use, disclose, store, process, or dispose of Personal Information as necessary to provide services to Sequoia and in accordance with this Policy, PIPA, and applicable law.

Sequoia will require Service Providers to return, delete, or securely destroy Personal Information when services end, subject to applicable legal retention requirements.

17. Roles and Responsibilities

Managing Broker is responsible for ensuring that this Policy, confidentiality procedures, information barriers, and record-retention practices are effectively implemented, communicated, followed, and reviewed.

Designated Individual / Privacy Officer is responsible for overseeing PIPA compliance, responding to privacy inquiries and complaints, coordinating access and correction requests, and overseeing privacy-incident response.

Licensees, employees, and contractors are responsible for complying with this Policy, protecting Personal Information, maintaining confidentiality, following information-barrier procedures, and reporting suspected privacy incidents.

Service Providers are responsible for complying with the privacy, confidentiality, security, and retention obligations in their agreements with Sequoia.

18. Policy Review

The managing broker and Designated Individual will review this Policy at least annually and whenever there is a material change in law, regulation, technology, business practices, or risk.

This Policy forms part of Sequoia's brokerage policy manual and must be communicated to all licensees, employees, contractors, and applicable Service Providers.