WILDFIRE REDUCTION EQUIPMENT SUPPORT TRUST

POLICY ON CONFIDENTIALITY OF APPLICANT INFORMATION

The Declaration of Trust that sets out the terms and conditions of the Wildfire Reduction Equipment Support Trust refers to the provision of Reimbursement Assistance for the purchase of Specified Equipment. This policy will use the term "Reimbursement".

Each application for Reimbursement will be considered to have been submitted to the Trustee in reliance on the confidentiality policy set out below.

1. The Trustee promises to treat as confidential all information (the "Applicant Information") provided to the Trustee by an applicant (the "Applicant") to the extent that the information relates to the application for Reimbursement and is provided to the Trustee as part of such application.

2. Without limiting the generality of Section 1, Applicant Information includes the following:

   (a) An Applicant's financial statements.

   (b) Documents in respect of existing financing arrangements.

   (c) Contracts entered into by the Applicant.

3. The confidentiality obligation set out in this policy applies whether or not the Applicant in question receives Reimbursement from the Trustee.

4. In a world that is subject to human error and the intrusions of computer hackers, the Trustee cannot absolutely guarantee that a security breach will never result in the release of any Applicant Information. The Trustee undertakes to use commercially reasonable means to safeguard the confidentiality of Applicant Information. In this regard, the Trustee will safeguard Applicant Information in the same way that the Trustee safeguards its own confidential information.

5. The Trustee reserves the right to store Applicant Information in digital format provided that the Trustee uses commercially reasonable means to secure the security of information stored in digital format.

6. Subject to the exceptions noted in sections 7, 8 and 9, the Trustee will not voluntarily disclose any Applicant Information to any third party.

7. The Trustee may disclose Applicant Information to a third party in the following circumstances:

(a) With the prior written consent of the Applicant.

(b) On a confidential basis in order to confirm the accuracy of the Applicant Information.

(c) On a confidential basis to any of the following.

(i) An employee or contractor of the Trustee.

(ii) A consultant or adviser to the Trustee. For this purpose, a consultant or adviser includes the Trustee's accountant and legal adviser.

(iii) The independent auditor who audits the financial statements prepared in respect of the Trust.

(iv) An employee or contractor of any person referred to in subparagraphs (ii) or (iii) of this paragraph 7(c).

(d) To any person if the Trustee determines that such disclosure is necessary or desirable in order to enforce any provision of any agreement that might be entered into between the Applicant and the Trustee.

(e) If required to do so by a court of law or pursuant to any other legal obligation.

(f) If, at the time of disclosure, the Applicant Information is readily available to the trade or the public.

(g) If the Applicant Information was in the possession of the Trustee prior to the date of the Applicant's disclosure of that Applicant Information.

8. Section 6 will be deemed not to have been breached in the following circumstances:

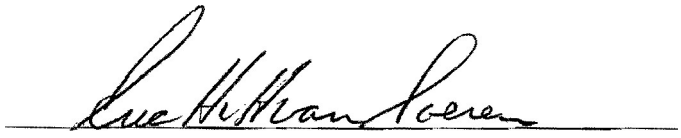
(a) If the Trustee discloses Applicant Information which, subsequent to the time of such disclosure, has become readily available to the trade or to the public otherwise than through a breach of the confidentiality undertaking of the Trustee.

(b) If the Trustee discloses Applicant Information which, subsequent to the time of disclosure, is lawfully and in good faith obtained by the Trustee from an independent third party without breach of the confidentiality undertaking of the Trustee, as shown by documentation sufficient to establish the third party as a source of the information. For this purpose, an independent third party does not include the Applicant's bank, accountant, lawyer or any other person who has a duty of confidentiality in respect of the Applicant or who has obtained the information in question by being in a contractual relationship with the Applicant.

9. The Trustee must make an annual report to the British Columbia government and to the public. That annual report must include specific information, including the aggregate amount of reimbursements paid by the Trustee. While the annual report will not identify any specific Applicant, the annual report will include aggregated and statistical information in respect of all Applicants or in respect of selected groupings of Applicants.

The Trustee agrees to treat the foregoing policy as being legally binding on the Trustee in respect of all Applicant Information received by the Trustee.

THIS POLICY IS MADE UNDER SEAL AND IS EFFECTIVE AS OF May 27, 2024.



Eric van Soeren, in his capacity as sole trustee of the
Wildfire Reduction Equipment Support Trust