PRIVACY POLICY

Effective Date: March 3, 2025

Overview and Scope

We at IES Holdings, Inc. (the "**IES**," "**we**," "**our**," or "**us**") recognize the importance of protecting the privacy of personally identifiable information ("**Personal Information**" or "**PII**") collected about you and other visitors (collectively, "**Users**") through our website, https://ies-corporate.com/, its subdomains, individual IES-branded websites, the IES Customer Extranet, and all other websites maintained and operated by IES (collectively, the "**Site**"). We are committed to ensuring that your privacy is protected. To that end, this Privacy Policy ("**Policy**") discloses our practices regarding the collection, use, and disclosure of the PII we receive through Users' use of the Site. Unless otherwise expressly agreed to in writing, your Personal Information will be processed according to the terms of this Policy. By using the Site, you accept the terms of this Policy.

In addition to carefully reading this Policy, please click here to read our Terms and Conditions of Use, which explain how you may use the Site.

Information We Collect

We are the sole owner of information collected on the Site. We collect several types of information from and about Users of the Site, including:

Personal Information: We may collect PII from you when you complete forms, navigate web pages, and in connection with other activities, services, features, or resources we make available on the Site. PII means any information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person. PII does not include publicly available information from government records, deidentified or aggregate information, or information excluded from the scope of applicable law.

The types of PII we have collected, used, stored, and disclosed in the last twelve (12) months include the following categories of information:

Category	Type(s) of Information
Identifiers	First Name, Last Name, Email, Phone Number, Postal Address, Client Identification Number, IP Address

Categories of PII Listed in the CA Consumer Customer Records Law	First Name, Last Name, Email, Phone Number, Postal Address **Information within this category may overlap with other categories.**
Professional or Employment-Related Information	Current or past job history or performance evaluations
Internet or Other Similar Network Activities	Browsing History, Search History, Interactions with the Site
Geolocation Data	Geolocation, beacon based location **You may disable our use of certain identifiers and activities through your device or browser settings.**

Deidentified Information: We may collect deidentified information from you and aggregate information that may not by itself reasonably identify you as the source when you navigate the Site (collectively, "**Deidentified Information**"). Deidentified Information may include: (i) device type, (ii) device operating system, (iii) internet browser type, (iv) internet service provider, (v) referring/exit pages, (vi) date/time stamp, and (vii) clickstream information. We will take reasonable measures to ensure that Deidentified Information we collect is not personally identifiable and may not later be easily used to identify you as required by applicable law. We will take reasonable measures to ensure that Deidentified Information we collect is not personally identifiable and may not later be easily used to identify you as required by applicable law, except as necessary to determine whether our deidentification processes satisfy applicable regulations.

Children's Information: We do not offer our services or promote the Site to, nor do we intentionally collect or retain PII from, children who are younger than 18 years of age. If we discover that we have inadvertently collected information from a child under 18 years of age, we will promptly take all reasonable measures to delete such information from our systems.

How We Collect Information

The information we collect depends on what Users do when they visit or utilize the Site. We collect PII and Deidentified Information in various ways, including:

Directly from You: We collect PII when you voluntarily submit PII to us while completing forms on the Site and in connection with other activities, services, features, or resources we make available on the Site. The PII we collect depends on what you do when you visit or utilize the Site or how you choose to communicate with us.

Through Your Use of the Site: We may collect PII and Deidentified Information that your browser transmits when you visit the Site. We may also collect Deidentified Information about how you access and interact with the Site through the use of automated tracking technologies, such as session cookies, persistent cookies, and web beacons.

A cookie is a small data file that is transferred to an internet browser, which enables the Site to remember and customize your subsequent visits. We may use session cookies to make it easier for you to navigate the Site. In particular, we may use session cookies to record session information, such as which web pages you visited and to track your activity on the Site. Session cookies expire when you close your browser. We may also use persistent cookies to track and target your interests to enhance your experience on the Site. Persistent cookies remain on your device for an extended period of time. Additionally, we may use web beacons, which are single-pixel, electronic images embedded in the Site that allow us to gather information about your browsing activities on the Site.

Most internet browsers automatically accept cookies. However, you can instruct your internet browser to block cookies or to provide you with a warning prompt before you accept cookies from the Site. Please refer to your internet browser's instructions to learn more about these functions. If you reject cookies, the functionality of the Site may be limited and you may not be able to participate in several of the Site's features.

From Third Party Services: We may collect PII about you from third parties whose privacy practices may differ from the practices described in this Policy. We do not make any representations or warranties concerning, and will not in any way be liable for, any informational content, products, services, software, or other materials available through third parties. Your use of third parties' services and/or third party websites is governed by and subject to the terms and conditions of those third parties and/or third party websites. We encourage you to carefully review the privacy policies and statements of such third parties and/or third party websites.

How We Use Information

We may use Users' PII for lawful business purposes: (i) as necessary for the performance of our contract with Users, (ii) for our legitimate interests, so long as they are not overridden by Users' own rights and interests, or (iii) as required by law. These purposes include:

Delivery of the Services: We may use your PII and/or Deidentified Information to deliver features and services to you through the Site.

Direct Marketing: We may use your PII to send you promotional materials. You have the right to opt-out of receiving direct marketing.

Customer Service and User Communications: We may use your PII to help us respond to your inquiries, questions, requests, and support needs more efficiently.

User Experience Personalization: We may use your PII and/or Deidentified Information in the aggregate to analyze Users' browsing and usage activities and patterns in order to understand Users' interests and preferences with respect to the Site and our services. This will help us optimize your experience on the Site.

Business Optimization: We may use your PII and/or Deidentified Information to improve the content on our web pages, to customize the content and layout of our web pages, and in managing our everyday business needs. We may also use your feedback to

improve the Site and our services. All of this is done with the intention of making the Site more useful for you.

Safety and Security: We may use your PII and/or Deidentified Information to promote the safety and security of the Site, our users, and other parties. For example, we may use the information to authenticate users, protect against fraud and abuse, respond to a legal request or claim, conduct audits, and enforce our terms and policies.

We will not collect additional categories of PII or use PII we collected for materially different, unrelated, or incompatible purposes without providing you notice.

How We Disclose Information

We may disclose Users' PII to third parties for a business purpose as described below. **Otherwise, we do not sell, rent, lease, or "share" PII, and will not disclose Users' PII to third parties without your permission.** The CCPA defines "sharing" as the disclosure of PII for cross-context behavioral advertising.

To Our Affiliates: We may disclose your PII to affiliates, including companies within the IES Holdings, Inc. group.

To Service Providers: We may disclose your PII to third party service providers that assist us in providing user support, communicating with Users, and promoting our services, as well as third party service providers that provide other services to us relating to our services and/or the Site.

To Advertising and Marketing Partners: We may disclose Deidentified Information to third-party advertising partners who help us serve advertisements across the web. This information does not identify you personally, but may be used by those marketing and advertising partners and other third parties to enable them to recognize you on other sites and services using their own cookies or similar technologies.

Law Enforcement, Safety, and Legal Processes: We may disclose your PII to law enforcement or other government officials if it relates to a criminal investigation or alleged criminal activity. We may also disclose your PII: (i) if required or permitted to do so by law; (ii) for fraud protection and credit risk reduction purposes; (iii) in the good-faith belief that such action is necessary to protect our rights, interests, or property; (iv) in the good-faith belief that such action is necessary to protect your safety or the safety of others; or (v) to comply with a judicial proceeding, court order, subpoena, or other similar legal or administrative process.

Sale or Acquisition of Assets: If we become involved in a transaction involving the sale of our assets, such as a merger or acquisition, or if we are transferred to another company, we may disclose and/or transfer your PII as part of the transaction. If the surviving entity in that transaction is not us, the surviving company may use your PII pursuant to its own privacy policies, and those policies may be different from this Policy.

As Disclosed or Consented To: We may disclose your PII for any other purpose disclosed by us at the time you provide that PII, or otherwise with your consent.

Type of Information Disclosed

In the last twelve (12) months, we have disclosed the following categories of PII to third parties for a lawful business purpose:

- Identifiers;
- Categories of PII Listed in the CA Consumer Customer Records Law;
- Professional or Employment-Related Information;
- Internet or Other Similar Network Activities; and
- Geolocation Data.

We disclosed each of the foregoing categories of PII to our affiliates, service providers, government entities, and other third parties as described in the "How We Disclose Information" section of the Policy.

Security

The security and confidentiality of your PII is very important to us. We use commercially reasonable security measures to protect your PII on the Site. However, no data transmitted over or accessible through the internet can be guaranteed to be 100% secure. As a result, while we attempt to protect your PII, we cannot guarantee or warrant that your PII will be completely secure (i) from misappropriation by hackers or from other nefarious or criminal activities, or (ii) in the event of a failure of computer hardware, software, or a telecommunications networks.

Your Privacy Choices

We strive to provide you with choices regarding the PII you provide to us. We have created mechanisms to provide you with the following control over your PII:

Tracking Technologies and Advertising: You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts or functions of the Site may then be inaccessible or not function properly.

Promotional Communications: If you do not wish to receive promotional emails and/or other direct marketing communications from us, you may opt-out at any time by (i) following any instructions included in the communication; (ii) contacting us at info@ies-co.com; or (iii) making such changes through your user account. Please be aware that although you may opt-out of promotional emails and/or other direct marketing communications, we reserve the right to email you administrative notices regarding the services and other non-promotional messages, as permitted under the CAN-SPAM Act. If you signed up to receive text messages or other push notifications from one of our service providers on our behalf and you wish to opt-out, you must opt-out directly through the relevant service provider.

Account Information: If you ever wish to access, update, change, delete, correct, or otherwise control your PII, you may do so by sending us an email with your request to info@ies-co.com. To help us process your request, please provide sufficient information to allow us to identify you in our records. We reserve the right to ask for additional

information verifying your identity prior to disclosing any PII to you. Should we ask for verification, the information you provide will be used only for verification purposes, and all copies of the information will be destroyed when the process is complete.

Data Retention

We will retain Users' PII while they maintain an account with us or to the extent necessary to provide the services through the Site. Thereafter, we will keep PII for as long as reasonably necessary: (i) to respond to any queries from Users; (ii) to demonstrate we treated Users fairly; (iii) for ordinary business continuity procedures; or (iv) to comply with any applicable laws. We delete PII within a reasonable period after we no longer need the information for the purposes set out in this Policy.

Legal Rights

CCPA California Resident Rights

If you are a California resident, the CCPA grants you certain data privacy rights. Your rights include the:

- Right to Access: You have the right to request a copy of the specific pieces of PII that we have collected about you in the previous twelve (12) months. The information will be delivered by mail or electronically. Upon receipt of a Verifiable Consumer Request, we will disclose:
    - The categories of PII we have collected about you;
    - The categories of sources from which PII is collected;
    - Our business purpose for collecting PII;
    - The categories of third parties with whom we share PII, if any; and
    - The specific pieces of PII we have collected about you.
- Right to Data Portability: You have the right to receive your PII in a portable, readily usable format that allows you to transmit your information to another entity without hindrance.
- Right to Correct Inaccurate Information: You have the right to request that we correct inaccurate information about you that we maintain.
- Right to Deletion: You have the right request that we delete your PII.
- Right to Be Free from Discrimination: You have the right to not be discriminated against by us for exercising any of your rights under the CCPA. Unless permitted by the CCPA, we will not:
    - Deny goods or services to you;
    - Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
    - Provide a different level or quality of goods or services to you; or
    - Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

Additional California Privacy Rights

California's "Shine the Light" law permits Users of the Site that are California residents to request certain information regarding our disclosure of PII to third parties for their direct marketing purposes.

To exercise your rights, please use the Verifiable Consumer Request method described below. Please be aware that your rights (including those enumerated elsewhere in this Policy) are limited to the extent permitted by applicable law.

Other State Privacy Rights

Residents of certain other states may have additional personal information rights and choices, including rights related to advertising and analytics activities that may be considered "sales" or "sharing" of your PII or "targeted advertising" under the laws and/or regulations that apply to you. Depending on where you reside, you may have the right to opt out of targeted advertising, sharing, and sales of your PII, in addition to other applicable privacy rights. If you believe you have such additional rights and wish to exercise them, please contact us using the Verifiable Consumer Request method described below. Please be aware that your rights are limited to the extent permitted by applicable law and requests will be processed accordingly.

We will make commercially reasonable efforts to respond to opt-out requests and handle requests to access, update, change, delete, or otherwise control your PII as quickly as possible, as required by law.

Verifiable Consumer Requests

You can exercise your legal rights by submitting a Verifiable Consumer Request to us by:

- Calling us at 1-833-678-0021; or
- Emailing us at info@ies-co.com.

Only you, or someone legally authorized to act on your behalf, may make a Verifiable Consumer Request related to your PII. Making a Verifiable Consumer Request does not require you to create an account with us. You may only make a Verifiable Consumer Request for access to PII twice in a 12-month period.

The Verifiable Consumer Request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with PII if we cannot verify your identity or authority to make the request and confirm the PII relates to you. We will only use PII provided in a Verifiable Consumer Request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We will acknowledge receipt of a Verifiable Consumer Request within ten (10) days. We endeavor to respond to Verifiable Consumer Requests within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. Any disclosures we provide will only cover the 12-month period preceding the Verifiable Consumer Request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to Verifiable Consumer Requests, unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Do Not Track Disclosure

Some internet browsers may transmit "do-not-track" signals to websites with which the browser communicates. The Site does not currently respond to these "do-not-track" signals.

SPAM

We do not participate in bulk email solicitations that you have not consented to receiving (i.e., "**Spam**"). We do not sell or disclose customer lists or email address lists to unrelated third parties. Except as otherwise provided herein, we do not share PII with any third party advertisers.

Third Party Links

The Site may contain links to other websites or applications ("**Linked Services**") that are not owned by IES. We do not control the collection or use of any information, including PII, which occurs while you visit Linked Services. Therefore, we make no representations or warranties for —and will not in any way be liable for—any content, products, services, software, or other materials available on Linked Services, even if one or more pages of the Linked Service are framed within a page of the Site.

Furthermore, we make no representations or warranties about the privacy policies or practices of the Linked Services, and IES is not responsible for the privacy practices of those Linked Services. We encourage you to be aware of when you leave the Site and read the privacy policies of Linked Services.

Modifications

We reserve the right to update this Policy from time-to-time in our sole discretion. If our privacy practices change materially in the future, we will post an updated version of the privacy policy to the Site. It is your responsibility to review this Policy for any changes each time you use the Site. We will not lessen your rights under this Policy without your explicit consent. If you do not agree with the changes made, we will honor any opt-out requests made after the Effective Date of a new privacy policy.

Contact Information

If you have questions about this Policy or wish to contact us with questions or comments, please contact us at:

Attn: IES IT Security Officer
IES Holdings, Inc.
2 Riverway Suite 1730
Houston, Texas 77056
713-860-1500
info@ies-co.com

Effective Date

This Policy was last modified as of the effective date printed above. This version of the privacy policy replaces and supersedes any prior privacy policies applicable to the Site.