

## **KOA Speer Electronics, Inc. and KOA Speer Holding Corp.**

### **PRIVACY POLICY**

Welcome to [www.koaspeer.com](http://www.koaspeer.com) (the “Site”), a website provided by KOA Speer Electronics, Inc., a Delaware corporation. KOA Speer Electronics, Inc. and its affiliate, KOA Speer Holding Corp., a Nevada corporation, (collectively, “KSE”) respect your privacy, and this policy covers KSE’s protection, disclosure and use of information collected from you through the Site or other sources in the ordinary course of KSE’s business.

#### **1. Acceptance**

You should review this policy carefully, and be sure you understand it, prior to using the Site or otherwise providing any information to KSE. Your use of the Site, providing any information to KSE, or any other indication of your assent, is deemed to be acceptance by you of this policy. If you do not agree to this policy, you should not use, and should immediately terminate your use of, the Site and not otherwise provide any information to KSE. For purposes of this Section, accessing the Site only to review this policy is not deemed to be use of the Site.

#### **2. Data Privacy Framework**

Some information collected by KSE may relate to individuals in the European Union, United Kingdom (and Gibraltar), and Switzerland. The European Union, United Kingdom, and Switzerland have adopted and approved, or are in the process of approving, requirements for the protection of certain information. In order to satisfy such requirements, KSE will comply with, and self-certifies to the U.S. Department of Commerce under, (a) the E.U.-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the “E.U.-U.S. DPF”), (b) the U.K. Extension to the E.U.-U.S. DPF, and (c) the Swiss-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the “Swiss-U.S. DPF”), regarding KSE’s protection, transfer, and use of personal data transferred from the European Union, United Kingdom (and Gibraltar), and Switzerland, as applicable, to the United States (the “Framework”). In particular, KSE agrees to adhere to the Framework’s principles of

notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access and recourse, enforcement and liability with respect to Framework Information.

For purposes of enforcing compliance with the Framework, KSE is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission, which can impose sanctions consisting of administrative orders and civil penalties. KSE is listed at <https://www.dataprivacyframework.gov/s/participant-search> as an active participant in the Framework. For more information regarding the Framework, please see the U.S. Department of Commerce's website at <https://www.dataprivacyframework.gov/s/>.

### 3. **Information**

In this policy:

(a) “Analytical Information” means all Non-Personal Information collected by KSE, either directly or through third parties acting on KSE's behalf, using cookies (or other tracking technologies) and server log files (including, but not limited to, (i) your search terms, (ii) your computer's access date and time, browser, connection speed, Internet service provider, language, location, manufacturer, operating system, and other visit details, and (iii) whether or not you opened e-mail messages and other electronic communications from KSE, and if you did, the times they were opened);

(b) “California Information” means all Personal Information that relates to residents of California and that is otherwise covered by the California Consumer Privacy Act (as amended by the California Privacy Rights Act), the California Online Privacy Protection Act, or any other applicable California privacy or data protection law (collectively, the “California Laws”);

(c) “Collected Information” means all (i) Personal Information and (ii) Non-Personal Information;

(d) “Framework Information” means all Personal Information that relates to individuals in the European Union, United Kingdom (and Gibraltar), and Switzerland and that is otherwise covered by the Framework;

(e) “Non-Personal Information” means all information collected by KSE, whether electronically or manually, through (i) the Site, (ii) e-mail messages and other electronic communications that you may send to KSE, and (iii) other sources in the ordinary course of KSE’s business, that is not Personal Information;

(f) “Personal Information” means all information collected by KSE, whether electronically or manually, through (i) the Site, (ii) e-mail messages and other electronic communications that you may send to KSE, and (iii) other sources in the ordinary course of KSE’s business, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, physical address, phone number, and human resource data relating to employees of KSE);

(g) “Sensitive Framework Information” means all Framework Information of an individual concerning the (i) health, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data, (viii) sex life or sexual orientation of such individual, and (ix) social assistance measures or administrative and criminal proceedings or sanctions; and

(h) “Sensitive Personal Information” means all (i) Personal Information that reveals (A) a California resident’s social security, driver’s license, state identification card, or passport number; (B) a California resident’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a California resident’s precise geolocation; (D) a California resident’s racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a California resident’s mail, email and text messages, unless KSE is the intended

recipient of the communication; (F) a California resident's genetic data; and (2) (A) the processing of biometric information for the purpose of uniquely identifying a California resident; (B) Personal Information collected and analyzed concerning a California resident's health; or (C) Personal Information collected and analyzed concerning a California resident's sex life or sexual orientation; Sensitive Personal Information that is "publicly available" pursuant to the California Laws is not considered Sensitive Personal Information or Personal Information;

4. **Collected Information**

No Collected Information is obtained from you, unless it is voluntarily provided, except for any Collected Information obtained automatically through the Site as set forth in this policy. Regardless of the method used to obtain Collected Information, KSE will collect and retain Personal Information on the primary and backup files of KSE (or a third party acting on its behalf) only to the extent consistent with the purposes for which it is provided by you, and except for Framework Information, for KSE's other legitimate business purposes (including, but not limited to, marketing). You are responsible for obtaining any approvals, authorizations, consents, permissions and permits that are required in connection with your providing KSE with any information (including, but not limited to, any information relating to a third party). The categories of California Information collected by KSE are set forth in KSE's California Privacy Disclosures and accessible as set forth in Section 16.

5. **Choice**

You may refuse to provide additional information to KSE at any time. In cases involving use of the Site, you will need to terminate your use of the Site or the Site will, at a minimum, continue to collect Analytical Information. However, all Personal Information already collected by KSE will remain in its possession and handled as set forth in this policy. If you refuse to provide any information when requested to do so by KSE or the Site, you may not be able to access, or otherwise enjoy the benefits of, certain products and services from KSE or features of the Site.

6. **Electronic Communications**

Whether or not you have previously sent KSE an e-mail message, you consent to KSE's sending you e-mail messages and other electronic communications (a) in connection with your use of the Site, (b) in the ordinary course of business, or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since KSE endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic communications at any time by contacting KSE as set forth in Section 24 or by following any directions contained in such e-mail messages or other electronic communications. Any request to unsubscribe to e-mail or other electronic communications will likely be effective within 48 hours after your request is received by KSE.

7. **Analytical Information**

When you access the Site, KSE will collect Analytical Information. In cases where KSE uses a third party to collect Analytical Information, you may want consider how such third party uses Analytical Information. For example, Google Analytics, which is a third party used by KSE to collect Analytical Information, may use Analytical Information for its own purposes. More information regarding the collection and use of Analytical Information by Google Analytics is available at <https://policies.google.com/technologies/partner-sites>, and <https://policies.google.com/privacy>. The identity of any other third parties used by KSE for collecting Analytical Information will be disclosed to you if you submit a request therefor as set forth in Section 24. KSE recommends that you review the privacy policies or practices of Google Analytics, and such other third parties.

Analytical Information will only be used by KSE (a) to record your use of the Site, (b) to diagnose problems with the Site, (c) to improve the Site and make the Site more useful to you and other users, and (d) for other legitimate business purposes of KSE (including, but not limited to, marketing). Your browser may provide you with the ability to not accept cookies, as well as

the ability to delete already-existing cookies. If you refuse, or delete previously-existing, cookies, you may not be able to use certain features of the Site.

8. **Sensitive Framework Information**

In the unlikely event that KSE collects any Sensitive Framework Information from you, your explicit consent (i.e. among other things, you must “opt in”) will be obtained before such Sensitive Framework Information is (a) disclosed to a third party or (b) used for a purpose other than the purposes for which such Sensitive Framework Information was collected.

9. **Security**

KSE will use commercially reasonable measures to protect Personal Information from loss, unauthorized access, alteration, destruction, disclosure, and use. Such measures are intended to provide a level of protection appropriate to the specific risks identified by KSE, and in compliance with all laws applicable to KSE. Certain Personal Information posted by you on the Site may be accessible to the general public, and KSE is not responsible for protecting such Personal Information from loss, unauthorized access, alteration, destruction, disclosure or misuse. For example, if you participate in a public forum on the Site, any information disclosed by you when doing so may be available to the general public. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, accessed, altered, destroyed, disclosed, or used without authorization, even if KSE uses such commercially reasonable efforts. In providing information to KSE, you must assume the risk that Collected Information could be lost, accessed, altered, destroyed, disclosed, or used without authorization.

10. **Use of Collected Information**

All Collected Information may be used by KSE for any legitimate business purpose, except that, in the case of Framework Information, and only to the extent required by the Framework, such

purpose is (a) consistent with the purposes for which Framework Information has been provided by you or (b) subsequently authorized by you. If KSE expressly states in this policy or in another writing that any Collected Information will only be used for a specific purpose, KSE will only use it for such purpose, unless you subsequently consent to its being used for another purpose. The purposes for which California Information is collected by KSE are set forth in KSE's California Privacy Disclosures and accessible as set forth in Section 16.

11. **Transfers of Collected Information**

Any Collected Information obtained by KSE, whether or not for a specific purpose, may be transferred to third parties designated by KSE (including, but not limited to, any affiliates, distributors, sub-contractors or vendors of KSE) for any purposes for which KSE could use such Collected Information. However, in the case of Framework Information, and only to the extent required by the Framework, (a) KSE will notify you of such transfer, (b) such third party's right to use Framework Information is limited to such purposes, (c) such third party is obligated to provide at least the same level of privacy protection as is required by the Framework, (d) KSE takes commercially reasonable efforts to ensure that such third party effectively processes Framework Information in a manner consistent with KSE's obligations under the Framework, (e) such third party is required to notify KSE if such third party makes a determination that it can no longer meet its obligation to provide the same level of privacy protection as required under the Framework, (f) upon such notice, KSE must take commercially reasonable efforts to terminate and remediate unauthorized processing of Framework Information by such third party, and (g) upon the request of the U.S. Department of Commerce (or its designee), KSE must provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party. In cases of onward transfers to third parties of Framework Information, KSE is potentially liable for the failure of such third party to comply with the Framework. The categories of third parties to whom or which KSE discloses California Information are set forth in KSE's California Privacy Disclosures and are accessible as set forth in Section 16.

KSE may also at any time, in its sole discretion, disclose any Collected Information (including, but not limited to, a computer's Internet protocol addresses), whether or not you furnished such Collected Information for a specific purpose, to (a) comply with, or as permitted by, any applicable law, (b) respond to any lawful request of a government or public authority for purposes of, among other things, national security and law enforcement, (c) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (d) protect the rights, property or legitimate business interests of KSE or a third party, or (e) transfer such Collected Information to a third party acquiring all, or substantially all, of KSE's assets. If Collected Information is so transferred, KSE will have no responsibility for any action of the third party to whom or which such Collected Information is transferred.

12. **Third-Party Sites**

The Site may contain links to, or be accessible from, websites provided by third parties (individually a "Third-Party Site"). Your use of a Third-Party Site will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and KSE is not responsible for any information you submit to, or that is otherwise collected by, any Third-Party Site. KSE is only responsible as set forth in this policy for Collected Information obtained by it (a) through your authorized use of the Site or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

13. **Disclaimer**

KSE does not warrant or represent (a) that any Collected Information is accurate or error-free, (b) that any Collected Information was provided to KSE in compliance with applicable law, (c) that the individual or entity providing any Collected Information has all approvals,



authorizations, consents, permissions, and permits required to provide such Collected Information to KSE, or (d) otherwise. KSE expressly disclaims all such warranties and representations.

14. **Required Actions**

Upon your making a request of KSE as set forth in Section 24, and solely to the extent required by any applicable law (including, but not limited to, the California Laws), KSE will (a) delete your Personal Information from its systems (and systems of third parties acting on behalf of KSE), (b) grant you access to your Personal Information in its possession, or under its control, for the purpose of correcting or deleting such Personal Information, or (c) take any other action with respect to your Personal Information.

15. **Children**

The Site is not intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Personal Information of such child has been submitted to KSE through the Site without the parent's or guardian's consent, KSE will use commercially reasonable efforts to remove such information from the Site and KSE's systems at the parent's or guardian's request. To request the removal of such Personal Information, the parent or guardian must contact KSE as set forth in Section 24, and provide all information requested by KSE to assist it in identifying the Personal Information to be removed.

16. **California Residents**

KSE does not sell or share any California Information. A comprehensive description of KSE's online and offline information practices pertaining to California Information, and an explanation of the rights afforded to California residents pursuant to the California Laws, can be found at the following link: [California Privacy Disclosures](#). KSE does not

discriminate against a California resident for exercising any right of such resident under the California Laws, except as permitted under the California Laws.

17. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) in the case of Framework Information, and solely to the extent required by the Framework, the Framework, (b) in the case of California Information, and solely to the extent required by the California Laws, the California Laws, (c) any other applicable privacy and data security law solely to the extent required by such law, and (d) in all other cases, the laws of the commonwealth of Pennsylvania, without regard to its principles of conflict of laws. If there is any conflict or inconsistency between any provision of this policy and any provision of any applicable law, the latter shall control.

18. **Complaints**

Any complaint by you regarding any Collected Information, or otherwise relating to this policy, whether or not covered by the Framework, shall first be submitted to KSE as set forth in Section 24, and KSE must be given a reasonable opportunity of not less than 45 days to investigate and respond to your complaint. Upon KSE's completing such investigation and so responding, KSE and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint. Except for complaints relating to Framework Information, if any aspect of your complaint remains unresolved after an additional reasonable period of time of not less than 45 days, (a) you may commence litigation against KSE in connection with the unresolved portion of your complaint only in a court located in McKean County, Pennsylvania, and having subject matter jurisdiction over your complaint, and (b) you consent to any such court's being, and waive any objection (including, but not limited to, any such objection based on inconvenience) to such court's not being, a proper venue for your complaint. If your unresolved complaint relates to Framework Information, you may utilize the process described in Section 19 to resolve your complaint.

19. **Independent Recourse Mechanism**

If your complaint relates to Framework Information and you and KSE were unable to resolve your complaint pursuant to the process described in Section 18, KSE offers an independent recourse mechanism to resolve your complaint. The independent recourse mechanism offered by KSE is more fully described at <https://www.dataprivacyframework.gov/s/>. In order to access the independent recourse mechanism, you must file a complaint with the International Centre for Dispute Resolution of the American Arbitration Association (“ICDR”), and after receiving your complaint, ICDR will resolve the dispute between you and KSE by following the ICDR Dispute Resolution Procedures located at [https://go.adr.org/dpf\\_irm.html](https://go.adr.org/dpf_irm.html). All fees of ICDR in connection with your use of its independent recourse mechanism described in this Section will be paid by KSE.

If all other options available to you for resolving a complaint are unsuccessful, and upon satisfaction of certain other conditions, you can lodge your complaint with the Framework Panel, which is an “arbitration mechanism” of three neutral arbitrators. Any decision of the Framework Panel is binding on, and enforceable against, KSE in courts of the United States.

With respect to human resources data that is Framework Information and that is used by KSE in the context of an employment relationship, KSE will cooperate with, and comply with, any advice from the E.U. data protection authorities.

20. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between you and KSE, with respect to Collected Information. If you use the Site or otherwise have business dealings with KSE, such use or dealings will be subject to this policy, plus any other written agreement

between the parties that is applicable thereto. If there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

21. **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

22. **Revisions**

KSE may revise any provision of this policy from time to time by posting the revised provision on the Site so long as such revision does not conflict with the Framework, the California Laws, or any other applicable law. Any such revision will take effect immediately upon such posting, and will apply to all Collected Information obtained by KSE after such posting. It is your responsibility to periodically check this policy on the Site for revisions to this policy. The latest version of this policy will always be the one posted on the Site.

23. **Expenses**

Except as provided in this policy or any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing your rights under this policy.

24. **Contact Information**

If you (a) desire to make a California Request (as defined in the California Privacy Disclosures; link available in Section 16 above), or (b) have any questions or complaints, desire additional information, or need to notify KSE of anything regarding this policy, please promptly contact KSE using one of the methods set forth below:

Sending regular mail to:

KOA Speer Electronics, Inc.  
Attn: Mr. Jeffrey Senulis  
199 Bolivar Drive  
Bradford, Pennsylvania 16701

*-or-*

Sending e-mail to: [privacy@koaspeer.com](mailto:privacy@koaspeer.com)

*-or-*

Calling the following toll-free phone number: (800) 345-4562

**Effective Date: October 4, 2023**