

## **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 handling, 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. Privacy Shield**

Some information collected by KSE will relate to residents of the European Union or Switzerland. The European Union and Switzerland have adopted requirements for the protection of certain information, and in order to satisfy such requirements, KSE has (a) agreed to comply with (i) the E.U.-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, designed by the U.S. Department of Commerce and the European Commission and (ii) the Swiss-U.S. Privacy Shield Framework Principles, including the Supplemental Principles, designed by the U.S. Department of Commerce and Swiss Administration and (b) elected to self-certify under the E.U.-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework administered by the U.S. Department of Commerce (the “Privacy Shield”). In particular, KSE has agreed, with respect to all Shield Information, to adhere to the Privacy

Shield's principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access and recourse, enforcement and liability. For purposes of enforcing compliance with the Privacy Shield, 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.privacyshield.gov/list> as having certified to its compliance with the Privacy Shield. For more information regarding the Privacy Shield, please see the U.S. Department of Commerce's website at <http://privacyshield.gov>.

### 3. **Information**

In this policy:

(a) "Analytical Information" means all Non-Personal Information obtained through the use of 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, visit details, and operating system, 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 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 residents of California and that is otherwise covered by the California Consumer Privacy Act or the California Online Privacy Protection Act (collectively, the "California Laws");

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

(d) “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 (including, but not limited to, any Analytical Information);

(e) “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, in the case of employees of KOA Europe GmbH, KSE’s German affiliate, human resource data);

(f) “Sensitive Information” means all Shield Information of an individual that specifies (i) health data, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data or (viii) the sex life or sexual orientation of such individual; and

(g) “Shield Information” means all Personal 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 individuals in the European Union or Switzerland and that is otherwise covered by the Privacy Shield.

#### 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 an extent that is relevant to the purposes for which it is provided by you, and except for Shield 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).

5. **Choice**

You may refuse to provide any information to KSE at any time by terminating your use of the Site, or in all other cases not involving use of the Site, by notifying KSE as set forth in Section 25. 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, KSE's newsletter and other marketing materials). 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 25 or by following the directions, if any, 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. 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 some features of the Site.

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). KSE will collect Analytical Information either directly or through third parties acting on its behalf.

8. **Sensitive Information**

Any provision of this policy to the contrary notwithstanding, if KSE collects any Sensitive Information from you, your explicit consent (i.e. among other things, you must “opt in”) will be obtained before such Sensitive Information is (a) disclosed to a third party or (b) used for a purpose other than the purposes for which such Sensitive Information was originally collected or subsequently authorized by you through the exercise of an “opt-in” choice. KSE will also treat as Sensitive Information any Personal Information of an individual received by KSE from a third party if the third party identifies it in writing to KSE, and treats it, as sensitive.

9. **Locations**

All electronic Personal Information is controlled or processed by KSE on servers located at KSE's place of business in Bradford, Pennsylvania, and on other servers located at an off-site data center located in Coudersport, Pennsylvania. KSE may transfer Collected Information to a third party only pursuant to Section 12.

10. **Security**

KSE will protect Personal Information from loss and unauthorized access, alteration, destruction, disclosure and use as required by all laws applicable to KSE; provided, however, that, except as provided in the immediately following sentence, KSE will, at a minimum, use commercially reasonable administrative and technical efforts to protect Personal Information from loss and unauthorized access, alteration, destruction, disclosure and use. 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 or unauthorized access, alteration, destruction, disclosure or use. 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 or accessed, altered, destroyed, disclosed or used without authorization, even if KSE uses such reasonable efforts. In providing information to KSE, you must assume the risk that Collected Information could be lost or accessed, altered, destroyed, disclosed or used without authorization.

11. **Use of Collected Information**

All Collected Information may be used by KSE for any legitimate business purpose, except that, in the case of Shield Information and only to the extent required by the Privacy Shield, such purpose (a) is relevant to the purposes for which Shield Information has been provided by you or (b) has been 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 Collected Information for such purpose, unless you subsequently consent to its being used for another purpose.

## 12. **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, except that, in the case of Shield Information and only to the extent required by the Privacy Shield, (a) KSE will notify you of such transfer, (b) such third party's right to use Shield 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 Privacy Shield, (d) KSE takes commercially reasonable efforts to ensure that such third party effectively processes Shield Information in a manner consistent with KSE's obligations under the Privacy Shield, (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 Privacy Shield, (f) upon such notice, KSE must take commercially reasonable efforts to terminate and remediate unauthorized processing of Shield Information, 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 Shield Information, KSE is potentially liable for the failure of such third party to comply with the Privacy Shield.

KSE may also at any time, in its sole discretion, disclose and use 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 or lawful request of a government or public authority for purposes of satisfying, among others, national security and law enforcement requirements, (b) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or

infringement of intellectual property rights, (c) protect the rights, property or legitimate business interests of KSE or a third party, or (d) 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.

13. **Deletion**

KSE will delete Shield Information from its servers (and servers of third parties acting on behalf of KSE) when it is no longer required for the purposes for which it was collected and processed, unless KSE has another lawful basis to continue holding it.

14. **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 otherwise collected by, any Third-Party Site. KSE is only responsible 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.

15. **Access**

KSE does not warrant or represent that any Collected Information will be accurate or error-free. However, upon your request, KSE will grant you access to your Personal Information in the possession, or under the control, of KSE solely for the purpose of correcting or deleting such



Personal Information that is inaccurate or has been processed in violation of this policy, except when the burden or expense of providing such access would be disproportionate to the risks to your privacy or where the rights of a third party would be violated. If you desire access to any Shield Information for such purpose, you must contact KSE in writing as set forth in Section 25.

16. **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 servers 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 25, and provide all information requested by KSE to assist it in identifying the Personal Information to be removed.

17. **California Residents**

KSE does not sell any California Information. KSE will, to the extent required by the California Laws, disclose, delete or take any other action with respect to any California Information. A resident of California may request pursuant to the California Laws (a "California Request"), among other things, that KSE:

(a) Disclose to such resident:

- (i) The categories of California Information relating to such resident that are collected by KSE;
- (ii) The categories of sources from whom or which California Information relating to such resident is collected by KSE;

- (iii) The purposes for KSE's collecting California Information relating to such resident;
- (iv) The categories of third parties to whom or which KSE transfers California Information relating to such resident;
- (v) The specific pieces of California Information collected by KSE relating to such resident; and
- (vi) If California Information disclosed for a business purpose to a third party, the categories of such California Information relating to such resident that are disclosed for a business purpose, and the categories of third parties to which or whom such California Information are disclosed for a business purpose; and

(b) Except in certain circumstances, delete California Information of such resident.

Any California Request (a) can only be made twice in a 12-month period, (b) will require the collection of certain information by KSE to verify the identity of such resident, and (c) must be submitted to KSE as set forth in Section 25. KSE will respond to any such request within 45 days after receiving such information.

The California Laws require certain additional disclosures that can be found at this link: [California Privacy Disclosures](#). KSE will not discriminate against a resident of California for exercising any right of such resident under the California Laws, except as permitted under the California Laws.

#### 18. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) the laws of the commonwealth of Pennsylvania, without regard to its principles of conflict of laws, (b) in the case of Shield Information, and only to the extent required by the Privacy Shield, the Privacy Shield, and (c) in the case of California Information, and only to the extent required by the

California Laws, the California 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.

19. **Complaints**

Except as provided in Section 20, any complaint by you regarding any Collected Information, or otherwise relating to this policy, whether or not covered by the Privacy Shield, must first be submitted to KSE as set forth in Section 25, 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. 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.

20. **Independent Recourse Mechanism**

You may, under certain conditions, invoke binding arbitration for a complaint. If you have a complaint that relates to Shield Information, KSE offers an independent recourse mechanism to resolve your complaint that you may use in lieu of the process described in Section 19. The independent recourse mechanism offered by KSE is more fully described at <http://privacyshield.gov>. 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

<http://go.adr.org/privacyshield.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 Privacy Shield Panel, which is an “arbitration mechanism” of three neutral arbitrators. Any decision of the Privacy Shield Panel is binding and enforceable in courts of the United States.

With respect to human resources data that is Shield Information and that is used by KSE in the context of an employment relationship, KSE will, as applicable, (a) cooperate with, and comply with the advice given by, the E.U. data protection authorities, and (b) cooperate with, and comply with the advice given by, the Swiss Federal Data Protection and Information Commissioner.

21. **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. To the extent there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

22. **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.

23. **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 any 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.

24. **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.

25. **Contact Information**

If you (a) desire to make a California Request, 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;

*-or-*

Clicking on this link: [\*Information Request\*](#).

Effective Date: February 12, 2020