



Confidentiality & Privacy Code

Confidentiality

Each member of Flex-N-Gate group of companies¹ (“Flex|N|Gate”) is willing to provide to You (which refers to the persons and legal entities, and employees, agents, and/or independent contractor(s) under your direction and/or control, and sometimes referred to Your), and You wish to receive, certain Confidential Information as defined below, including, but not limited to, the list of information from which individuals can be identified (“List”) which You may access.

- Limited Use.** Subject to the terms and conditions of this Agreement, Flex|N|Gate hereby grants You a non-exclusive, one-time, non-transferable, internal-use, limited license to use the List solely for the purpose identified in the List (“Purpose”). You agree that the List is the exclusive and valuable property and Confidential Information of Flex|N|Gate.
- Confidential Information.** You hereby agree that information, whether or not included in the List, disclosed by Flex|N|Gate and/or any Flex|N|Gate affiliates, subsidiaries, employees and/or agents to You regarding customer or employee names and personal details, prospect names and personal details, contests, promotions, trade shows and other like events, products and related information, finances, marketing plans, business opportunities, personnel, research and development activities, know-how and any other information, including but not limited to information learned by You from Flex|N|Gate employees, agents or through inspection of Flex|N|Gate’s property, that relates to the aforementioned items or third-party confidential information disclosed to You by Flex|N|Gate, the existence and terms and conditions of this Agreement, will be considered and will be referred to collectively as “Confidential Information.”
- Limited Disclosure and Use of Confidential Information.** You will not disclose, publish or disseminate Confidential Information to anyone other than those of Your employees, agents and/or independent contractor(s) under Your direction and/or control with a need to know or as otherwise authorized by Flex|N|Gate in writing, and You agree to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality and security as strict as those herein prior to disclosure to them.
- Compliance with Laws & Regulations.** You shall comply with all applicable laws and regulations and shall refrain from engaging in any behaviour which renders or is likely to render Flex|N|Gate in breach of same. Without limiting the generality of the foregoing, You shall comply with all applicable laws in the United States, and outside the United States, including without limitation the applicable data protection and privacy laws in the country or countries where the data is collected or held or otherwise processed which shall include but not be limited to the European Directives on Data Protection (95/46/EC), and concerning the processing of personal data and the protection of privacy in

¹ Including, without restriction, Flex-N-Gate Corporation, Ventra Group Co. , Veltri Canada Limited, DDM Plastics Company, Chromeshield Co.. ChromeCraft Corporation, Deuer Manufacturing, Inc., and their respective parents, affiliates, subsidiaries and associates.

the electronic communications sector (2002/58/EC), and the United Kingdom Data Protection Act 1998, (all of which shall be referred to as “Applicable Laws”).

5. **Representations and Warranties.** You represent and warrant to Flex|N|Gate that You have implemented all requisite processes and systems for the protection and security of the privacy and confidentiality of Confidential Information including but not limited to, customer data and the management and administration of customer data inquiries including but not limited to “opt-out,” “opt-in” and “unsubscribe” specifications, data access requests, data rectification requests and all like requests in compliance with all applicable laws.

6. **Security of Information.** You shall use all technical, physical and organizational measures necessary to:

- (i) prevent unauthorized persons from gaining access to Confidential Information and to data processing systems by which Confidential Information is processed (“access control”);
- (ii) prevent Confidential Information from being read, copied, modified or removed without authorization (“storage control”);
- (iii) prevent unauthorized input into the memory and the unauthorized examination, modification and erasure of stored Confidential Information (“memory control”);
- (iv) prevent Confidential Information and data processing systems from being used by unauthorized persons with the use of data transmission facilities (“user control”);
- (v) prevent Confidential Information from being read, copied, modified or erased without authorization during the transmission of the Confidential Information or the transport of storage media (“transfer control”);
- (vi) ensure efficient and effective processing of all customer data inquiries including but not limited to “opt-out” and “unsubscribe” specifications, data access requests, data rectification requests and all like requests (“customer data inquiries”); and
- (vii) ensure proper customer identification prior to processing customer data inquiries (“customer identification”).

7. **Data Destruction & Reporting.** Upon completing data entry/capture of Confidential Information, You shall proceed to destroy original sources of Confidential information including but not limited to hardware and software product registration cards, change of address requests, do-not-solicit requests, direct marketing program responses, fulfillment program information, direct marketing program responses, and any other information captured from ad hoc programs. Under no circumstances shall You store original sources of Confidential Information for more than three (3) months following completion of services. You shall provide Flex|N|Gate with regular reports on data destruction in a format and on a schedule to be mutually agreed upon by the parties.

8. **Indemnity.** You acknowledge and agree to be responsible for Your actions and the actions of any of Your employees, agents and/or independent contractor(s) under Your direction and/or control or any other third parties with whom You have contracted, under all applicable laws. You agree to indemnify, keep indemnified, hold harmless and, upon Flex|N|Gate’s request, defend Flex|N|Gate and its directors, officers, employees,

shareholders and agents from and against any and all damages, liabilities, expenses, claims, fines and losses of any type, including without limit reasonable attorneys' fees, in connection with, arising out of or relating to, in whole or in part Your failure (or the failure of any employee, contractor or agent of Yours) to comply with the applicable laws or Your breach of the this Agreement.

9. **No Licence.** Flex|N|Gate shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or hereafter may be obtained by Flex|N|Gate is either granted or implied by the disclosure of Confidential Information.

11. **Right to Audit.** Flex|N|Gate shall have the right to inspect and audit Your use of the List to ensure compliance with this Agreement. In addition and without notice, Flex|N|Gate shall have the right to monitor Your use of the List by using computer control methods and/or placement of seeded names and addresses, and You hereby consent to such monitoring techniques, including access to Your computer systems which may be required for such purposes.

12. **WAIVER OF CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL FLEX|N|GATE OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR STATUTORY DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, RELATED TO THIS AGREEMENT.

13. **LIMITATION OF LIABILITY:** IN NO EVENT WILL FLEX|N|GATE'S CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, EXCEED DIRECT DAMAGES IN AN AMOUNT OF \$10,000.

14. **Export.** You acknowledge that the Confidential Information disclosed under this Agreement may be subject to export controls under the laws of the United States and other countries, including but not limited to the countries of the European Union. You shall comply with such laws and agree not to knowingly export, re-export or transfer Confidential Information without first obtaining all required authorizations or licenses.

15. **Term.** This Agreement shall continue from the Effective Date until terminated by Flex|N|Gate upon thirty (30) days' written notice to You of its intent to terminate this Agreement. Notwithstanding such termination, Sections 3, 4, 5, 8, 9, 10, and 16 of this policy shall survive termination or expiration of this Agreement.

16. **Return of Confidential Information.** Upon written request by Flex|N|Gate, You shall: (i) immediately cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to Flex|N|Gate within seven (7) business days of receipt of request and (iii) upon request of Flex|N|Gate, confirm in writing that You have complied with the obligations set forth in this paragraph.

Personal Privacy

1. In general, you can visit Flex|N|Gate on the Internet without telling us who you are and without giving any personal information about yourself. There are times, however, when we or our affiliates, and other business partners may need information from you.

2. You may choose to give us personal information in a variety of situations. For example, you may want to give us information, such as your name and address or e-mail id, to correspond with you, to process an order, or to provide you with data or commercial information. You may give us your credit or banking details to sell something to us, or your work experience in connection with a job opening at Flex|N|Gate that you wish to be considered for. We intend to let you know how we will use such information before we collect it from you; if you tell us that you do not want us to use this information to make further contact with you beyond fulfilling your requests, we will respect your wishes. If you give us personal information about somebody else, such as a spouse or work colleague, we will assume that you have their permission to do so.

3. The following paragraphs describe in more detail how Flex|N|Gate may use your personal information and with whom we may share it. Depending on the type of Flex|N|Gate Web site you are visiting, one or more of the paragraphs may apply. If you request something from an Flex|N|Gate Web site, for example, a product or service, a callback, or specific marketing materials, we will use the information you provide to fulfill your request. To help us do this, we may share information, with others, for instance, other parts of Flex|N|Gate, Flex|N|Gate's business partners, financial institutions, shipping companies, postal or government authorities (for example, Customs authorities) involved in fulfillment. In connection with a transaction we may also contact you as part of our customer satisfaction surveys or for market research purposes.

4. The information you provide to Flex|N|Gate on certain Flex|N|Gate Web sites may also be used by Flex|N|Gate and selected third parties for marketing purposes. Before we use it, however, we will offer you the opportunity to choose whether or not to have your information used in this way.

5. In connection with a job application or inquiry, whether advertised on an Flex|N|Gate Web site or otherwise, you may provide us with information about yourself, such as a resume or curriculum vitae. We may use this information throughout Flex|N|Gate and its related entities for the purpose of employment consideration or your inquiry. Except where you tell us not to, we will keep the information for future consideration.

6. If you represent a Flex|N|Gate business partner, you may visit a Flex|N|Gate Web site intended specifically for Flex|N|Gate business partners. We may use information provided on that site to administer and develop our business relationship with you, the business partner you represent, and Flex|N|Gate business partners generally. For instance, this may involve using your information to send you details of Flex|N|Gate business partner programs. It may also include sharing certain information with other business partners (subject to any confidentiality obligations that may exist), or Flex|N|Gate customers or prospects. In connection with a particular transaction or program, we may also contact you as part of customer satisfaction surveys or for market research purposes.

7. If you represent a Flex|N|Gate supplier, you may visit a Flex|N|Gate Web site intended specifically for use by Flex|N|Gate suppliers. We may use the information provided on that site in connection with entering into or performing a transaction with you. For example, this may include sharing information with other parts of Flex|N|Gate, Flex|N|Gate's business partners, customers, shipping companies, financial institutions, postal or government authorities involved in fulfillment. It may also be used to administer and develop our relationship with you, the supplier you represent and/or other Flex|N|Gate suppliers generally.

8. If you participate in a Flex|N|Gate discussion forum or chat room, you should be aware that the information you provide there will be made broadly available to others, potentially inside or outside Flex|N|Gate, who have access to that discussion forum or chat room. Also, please recognize that individual forums and chat rooms may have additional rules and conditions. Each participant's opinion on a forum or chat room is his or her own and should not be considered as reflecting the opinion of Flex|N|Gate.

9. In some cases, specific Flex|N|Gate Web sites may contain other notices about their use and the information practices applicable to those sites.

10. Flex|N|Gate is a global organization, with legal entities, business processes, management structures, and technical systems that cross borders.

11. Our privacy practices are designed to provide protection for your personal information, all over the world.

12. We may share your personal information within Flex|N|Gate and transfer it to countries in the world where we do business.

13. Some countries may provide less legal protection for your information. In such countries Flex|N|Gate will still handle information in the manner we describe here.

14. We intend to protect your personal information and to maintain its quality. We implement appropriate measures and processes, such as using encryption when transmitting certain sensitive information, to help us to keep your information secure and to maintain its quality.

15. From time to time we may supplement information you give us via an Flex|N|Gate Web site with information from other sources, such as information validating your address or other available information about businesses. This is to help us maintain the accuracy of the information we collect and to help us provide a better service.

16. In some cases Flex|N|Gate uses suppliers to collect, use, analyze and otherwise process information on its behalf. It is Flex|N|Gate's practice to require such suppliers to handle information in a manner consistent with Flex|N|Gate's policies.

17. Circumstances may arise where, whether for strategic or other business reasons, Flex|N|Gate decides to sell, buy, merge or otherwise reorganise businesses in some countries. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or receiving it from sellers. It is Flex|N|Gate's practice to seek appropriate protection for information in these types of transactions.

18. We sometimes collect non-identifiable information from visits to our Web sites to help us provide better customer service. For example, we keep track of the domains from which people visit, and we also measure visitor activity on Flex|N|Gate Web sites, but we do so in ways that keep the information non-identifiable. This information is sometimes known as "clickstream data." Flex|N|Gate or others on Flex|N|Gate's behalf may use this data to analyze trends and statistics and to help us provide better customer service.

19. Also, when we collect personal data from you in a transaction, we may extract some information about that transaction in a non-identifiable format and combine it with other non-identifiable information such as clickstream data. This information is used and analyzed only at an aggregate level to help us understand trends and patterns. This information is not reviewed at an individual level. If you do not want your transaction details used in this manner you can disable your cookies.

20. We collect the information we mentioned in the previous paragraphs through the use of various technologies, including one called “cookies”. A cookie is a piece of data that a Web site can send to your browser, which may then be stored on your computer as an anonymous tag that identifies your computer but not you. Some Flex|N|Gate pages use cookies, sent by Flex|N|Gate or its third party vendors, or other technologies to better serve you when you return to the Web site. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do so, however, some Web sites may not work properly.

21. Some Flex|N|Gate Web sites also use Web beacon or other technologies to better tailor those sites to provide better customer service. These technologies may be in use on a number of pages across Flex|N|Gate’s Web sites. When a visitor accesses these pages, a non-identifiable notice of that visit is generated which may be processed by us or by our suppliers. These Web beacons usually work in conjunction with cookies. If you don’t want your cookie information to be associated with your visits to these pages, you can set your browser to turn off cookies.

22. Certain Web transactions may also involve you calling us or our calling you. Please be aware that it is Flex|N|Gate’s general practice to monitor and in some cases record such calls for staff training or quality assurance purposes.

23. On occasion, we may personalize and customize Web sites for certain visitors. If you visit one of these sites, you may find it customized with references to products and/or services that we believe may be of interest to you, based on your previous interactions with Flex|N|Gate and information you have provided to us. While you are visiting these Web sites, we may collect information about your visit to better tailor the site to your interests. An invitation to visit one of these Web sites is usually presented as a personalized URL in an e-mail, a notice on a Web site registration page, or as a response to you logging on to a certain Web site.

24. If you choose to visit one of these Web sites, you are agreeing to let Flex|N|Gate collect information about your visits and also to its association with other information about you and your relationship with Flex|N|Gate. If you do not wish your information to be used in this way, do not accept the invitation to visit these sites.

25. Please be aware that in certain circumstances, it is possible that personal information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders.

26. Technology will increasingly help give you more control over your personal information. It will also help organizations to manage their privacy practices and policies. As an information technology provider, Flex|N|Gate actively supports the development of privacy technologies to help achieve these goals and to help create greater trust and confidence in the way personal information is handled.

27. Flex|N|Gate Web sites may contain links to other Web sites. Flex|N|Gate is not responsible for the privacy practices or the content of those other Web sites.

28. This privacy code was last updated on September 1st, 2005. A notice will be posted on our Web site home page for 30 days whenever this privacy code is changed in a material way.

29. If you wish to obtain a copy of particular information you provided to Flex|N|Gate, or if you become aware the information is incorrect and you would like us to correct it contact us at privacyofficer@flexngate.com.

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