

Privacy Statement



Trinamic Corporation Privacy Statement

Client Proprietary Information.

All information of a non-public nature disclosed by Client to Trinamic Corporation "TRINAMIC" or subsidiaries (AutoMail, LLC and Document Output Center, LLC) during the Term of this Agreement ("Client Proprietary Information") (1) shall be deemed the property of the Client, (2) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement, and (3) shall be protected by TRINAMIC in accordance with the terms of this Section 11.c. "Client Proprietary Information" shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations there under (collectively, the "GLB Act"), as the same may be amended from time to time, that TRINAMIC receives from or at the direction of Client and that concerns any of Client "Clients" and/or "consumers" (as defined in the GLB Act).

TRINAMIC agrees that it shall not disclose any Client Proprietary Information in whole or in part, including derivations, to any third party, without the prior written consent of Client, except that TRINAMIC may disclose Client's Proprietary Information to TRINAMIC's subcontractors and agents in order to carry out its responsibilities under the Agreement. Client Proprietary Information shall be held in confidence by TRINAMIC and its employees, contractors, subcontractors, and agents and shall be disclosed to only those of TRINAMIC's employees, contractors, subcontractors or agents who have a need for it in connection with the administration and implementation of this Agreement.

Client Proprietary Information shall not be deemed proprietary and TRINAMIC shall have no obligation with respect to any such information which:

- (1) is or becomes publicly known through no wrongful act, fault or negligence of TRINAMIC;
- (2) was known by TRINAMIC prior to disclosure and TRINAMIC was not under a duty of non-disclosure;
- (3) was disclosed to TRINAMIC by a third party who was free of obligations of confidentiality to the party providing the information;
- (4) is approved for release by written authorization of Client;
- (5) is publicly disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

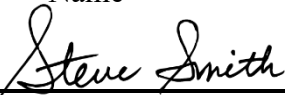


- (6) is furnished to a third party by Client without a similar restriction on the third party's rights.

Notwithstanding anything to the contrary contained herein, TRINAMIC may disclose Client Proprietary Information pursuant to (a) a requirement or official request of a governmental agency, a court or administrative subpoena or order, or any applicable legislative or regulatory requirement; (b) in defense of any claim or cause of action asserted against TRINAMIC or any of its affiliates, officers, directors, employees or agents; (c) as otherwise permitted by the GLB Act; (d) as required by law or national stock exchange rule; or (e) as otherwise permitted under the Agreement.

TRINAMIC has implemented certain security measures designed to safeguard Client's Client information and to satisfy TRINAMIC's confidentiality obligations set forth above. Upon Client's written request, TRINAMIC will adhere to security measures in addition to those measures previously implemented by TRINAMIC provided that Client will reimburse TRINAMIC if implementation and/or adherence to such additional security measures requested by Client increases TRINAMIC's costs of operation.

Steve Smith

 Name


 Signature

 Name

 Signature

9/29/2021

 Date

 Date

Trinamic Corporation

 Institution

 Institution