



It shall be the policy of Marana Group to maintain all information provided by or on behalf of a Client as Confidential Information as herein defined. The purpose of providing such information to Marana Group is to allow Marana Group to provide the Client or the Client's customer with consulting, mail assembly, fulfillment, kitting, parcel processing, mailing, data manipulation, document creation, demographic selection, scanning, electronic document archiving, data harvesting, and management services or related services.

1. Confidential Information Defined. As used in this Policy the term "Confidential Information" means generally all non-public information pertaining to Client, as further define below:

- a. Confidential Information includes, without limitation, product drawings, specifications, service descriptions, procedure manuals, bills of material, manufacturing information, marketing information, computer hardware, computer software and data, customer-provided data, test results, reports, employee data, vendor and customer lists, financial statements, information concerning accounts receivable and payable, trade secrets or Proprietary Information or Material (Proprietary Information or Material means generally all tangible or intangible information or material owned by Client, or in which Client has any right of ownership, for example as lessee or licensee, or in which Client has been entrusted by a customer, vendor or third party), information pertaining to plans or acquisitions, research and development efforts, business forecasts or any other material which may be useful to Client in the conduct of its business affairs.
- b. Confidential Information may be known to Marana Group in oral, written, electronic, or other form and may include information visually available to Marana Group at Client's premises.
- c. Confidential Information may either be owned by Client or the property of a third party and made available to Client under license or other arrangements.
- d. Confidential Information includes all memorializations, copies or reproductions of Confidential Information, material incorporating Confidential Information, or materials derived from Confidential Information.

2. Exclusions to Definition. Anything contained in Article 1 above to the contrary notwithstanding, Confidential Information does not include the following information:

- a. Information, which is in the public domain in substantially the same format as Confidential Information, other than as a result of Marana Group's breach of its obligation under this Policy;
- b. Information known to Marana Group independently of its relationship with Client, including information learned by Marana Group from a third party entitled to disclose it, or information known by Marana Group prior to its relationship with Client; or
- c. Information developed by Marana Group independently of its relationship with Client or its activities under this Policy.

3. Treatment of Confidential Information. Confidential Information shall be treated as follows:

- a. Marana Group shall use Confidential Information only for the purposes of its relationship with Client as stated herein and for no other purposes;
- a. Marana Group will not disclose, divulge, or transfer the Confidential Information to any third party without the written consent of Client.
- b. Marana Group will maintain the confidentiality of the Confidential information by using the same degree of care (which shall be no less than reasonable care) as Marana Group uses to protect its own confidential information of a similar nature, and will restrict its dissemination to those of its employee or advisors who have a need to know the Confidential Information in connection with relationship between Marana Group and Client.; and
- c. All Confidential Information shall remain the property of the Client and Marana Group will do nothing to compromise or diminish Client's rights in any Confidential Information. Without limiting the generality of the foregoing, Marana Group will not attempt to transfer or encumber any Confidential Information. At the conclusion of the relationship between the parties, or upon Client's request, Marana Group will destroy such Confidential Information.

4. Limitation on Marana Group's Obligation. Marana Group's obligation set forth in Article 3, above, shall not apply to the extent that disclosure of the Confidential Information is required by the order of any court or administrative agency of competent jurisdiction.

5. Privacy Policy. Marana Group does not claim ownership of any of the data, documents, or images processed or created on behalf of its customers. Moreover, data is never compiled, rented, or shared with any third party without the written consent of the customer. As a result of these conditions, and given Marana Group's well-established Confidentiality Policy, neither a Privacy Policy, nor an annual proclamation of such policy is required.



David C. Rhoa
President
Marana Group

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