

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

**PRIVACY POLICY**

1. **Introduction**

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 privacy 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.

The Site is directed exclusively to customers ordering or interested in ordering goods in connection with their business operations for commercial purposes. The Site is not intended for direct consumers. As a result, we treat all Personal Information (as defined herein) covered by this privacy policy, including information about visitors to the Site, as pertaining to individuals acting in their capacity as business representatives, rather than in their personal capacity. However, if during the course of providing services we receive: (a) consumer Personal Information; or (b) business-to-business (B2B) data treated as Personal Information under any applicable privacy laws, this privacy policy describes how we process such information.

2. **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. 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. For purposes of this Section, accessing the Site only to review this policy is not deemed to be use of the Site.

### 3. **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 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. If there is any conflict between the terms of this privacy policy and the Framework, the Framework shall govern.

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/list> 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/>.

### 4. **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, IP address, e-mail address, physical address, and phone number);
  
- (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.

## 5. **Collection of Information**

Except for any Collected Information obtained automatically through the Site, no Collected Information is obtained from you unless it is voluntarily provided. For example, KSE collects the full name, email address, postal address, phone number and other identification data from its customers and other individuals who sign-up to receive information about KSE and its products. KSE also collects payment information from you when you purchase products from KSE.

Regardless of the method used to obtain Collected Information, KSE (or a third party acting on its behalf) will only collect and retain Personal Information in a manner that is consistent with: (a) applicable privacy and security laws; (b) the purposes for which the Personal Information is provided; and (c) 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 14.

## 6. **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, as may be amended from time-to-time. 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.

7. **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.

8. **Collection and Use of Analytical Information**

Analytical Information is collected automatically through the Site. 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). When you access the Site, you will be asked to accept KSE's use of nonessential cookies for such purposes. If you do not accept KSE's use of nonessential cookies, you should click "Don't Accept" before browsing the Site. By clicking "Don't Accept" or otherwise disabling KSE's use of nonessential cookies, you will not disable KSE's use of essential cookies. In addition, your browser may provide you with the ability to block cookies as well as the ability to delete already existing essential and nonessential cookies. If you block or delete cookies, you may not be able to receive the benefits of certain features of the Site. The Site does not respond to Do Not Track signals from web browsers.

9. **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.

10. **Security**

KSE will use commercially reasonable measures to protect Personal Information from loss, unauthorized access, alteration, destruction, disclosure, and use. KSE implements reasonable administrative, technical, organizational, and physical precautions to do so. 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.

11. **Use of Collected Information**

KSE does not sell 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 consistent with the purposes for which Framework Information has been provided by you or 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 KSE may collect and process your Collected Information, including Personal Information, are to: (a) process, verify, and complete transactions, and send you products; (b) send transactional messages, including providing updates pertaining to an order, and responding to your comments, questions, and requests; (c) provide customer service and support; (d) send product news, special offers and more; (e) investigate and prevent fraudulent transactions and other illegal activities; (f) verify compliance with this policy; and (g) comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations, and KSE's policies.

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 14.

12. **Disclosing Collected Information**

Any Collected Information obtained by KSE, whether or not for a specific purpose, may be transferred or disclosed to third parties designated by KSE (including, but not limited to, any affiliates, distributors, and sub-contractors or vendors engaged by KSE to perform administrative and technological functions) for any purposes for which KSE could use such Collected Information. More specifically, the transfer or disclosure of Collected Information, including



Personal Information such as your name, email address, physical address, and telephone number, may be made to the following persons or entities:

(a) ***Service Providers.*** We engage third parties who provide services to KSE relating to information technology, data storage, and product sales and order fulfillment. We may share Collected Information, including Personal Information, with such service providers subject to obligations consistent with this privacy policy and any other appropriate confidentiality and security measures. KSE will, to the extent practicable, limit disclosures to service providers to the minimum necessary to accomplish the intended purpose of such use disclosure or request.

(b) ***Authorized Personnel.*** KSE employees may have access to Collected Information as necessary in the normal course of our business.

(c) ***Business Transfers.*** In the future, KSE may choose to buy or sell assets, or engage in discussions with a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding. In these types of transactions, Collected Information is typically one of the business assets that is transferred. 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.

(d) ***Government, Law Enforcement or Third Parties.*** KSE may disclose any Collected Information, including, but not limited to, Personal Information that we deem necessary, in our sole discretion and without your prior permission, and whether or not you furnished such Collected Information for a specific purpose, to comply with any applicable law, regulation, legal process, or governmental request. We also may exchange Collected Information, including, but not limited to, Personal Information, with other companies and organizations to (i) comply with, or as permitted by, any applicable law, (ii) respond to any lawful request of a government or public authority for purposes of, among other things, national security and law enforcement, (iii) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, and (iv) protect the rights, property or legitimate business interests of KSE, its personnel, or a third party. We reserve the right to disclose a user's Personal Information if we believe, in good faith,

that the user is in violation of the Privacy Policy, even without a subpoena, warrant, or other court order.

In the case of Framework Information, and only to the extent required by the Framework, (a) KSE will notify you of such a transfer and provide you the opportunity to opt out, (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 14.

### 13. **Privacy Rights and Choices**

If you are a California Resident, your privacy rights are separately addressed in Section 14 and the California Privacy Disclosures which are accessible through the link provided there. For residents of other jurisdictions, depending on where you reside and the applicable laws in your jurisdiction, you may have the right to make certain requests related to the processing of your Personal Information, including:

(a) ***Access and Confirm your Personal Information.*** You may request that KSE confirm whether we are processing your Personal Information and obtain a copy of the Personal Information, if any, KSE has collected about you.

(b) ***Delete your Personal Information.*** You may request that KSE delete any Personal Information we may have collected about you.

(c) ***Correct your Personal Information.*** You may request to have any inaccurate Personal Information about you corrected.

To make any of the requests set forth above, you must contact us using the contact information in Section 24. To fulfill and respond to a request, we may need to verify your identity. KSE only uses the information collected in this process to fulfill, respond to, and maintain records of, your request. KSE will endeavor to provide responses within the time frames provided by applicable law, and, in some cases, fulfillment may take up to 45 days depending on where you reside. If KSE denies a request, you may appeal that denial by contacting KSE as set forth in Section 24, detailing why you believe your request was improperly denied. KSE will review such an appeal and notify you of its decision regarding your appeal and the justification supporting that decision. You will not face any retaliation or discrimination for exercising any of the rights provided herein.

#### 14. **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.

15. **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 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.

16. **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.

17. **Children**

The Site is not intended for children under 16 years of age. However, if a parent or guardian of a child who is under 16 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.

18. **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.

19. **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 20 to resolve your complaint.

20. **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 19, 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.

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. 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. Your continued use of the Site and/or purchase of products following the posting of changes constitutes your acceptance of such changes.

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 14 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-

- 16 -

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

**Effective Date: February 19, 2025**