



Confidentiality/Privacy Policy

The Virtual Hailey Group (Company) agrees to hold in strict confidence and not to disclose to others or use for any purpose (other than the performance of this Agreement and Services), either before or after termination of the Agreement, any confidential or proprietary information of Client, including, without limitation, any confidential or proprietary information that is transferred pursuant to this Agreement. Confidential and proprietary information includes, without limitation, any technical or business information, product formulas or specifications, login credentials, manufacturing techniques, process, experimental work, program, software, marketing or distribution plans, strategies or arrangements, or trade secrets relating to the products, systems, equipment, services, sales, research, or business of Client. Confidential information is not limited to a specific medium and can be oral, written, electronic, or physical in format. (“Confidential Information”).

Company shall not disclose Confidential Information to any third party in any form without Client’s prior written consent. Company shall not disclose Confidential Information to any personnel or agents without the need to know such information. Except as otherwise provided below, information shall not be considered confidential hereunder nor subject to the provisions of this section if it can be demonstrated: (i) to have been rightfully in Company’s possession prior to the date of the disclosure of such information to Company, if such prior possession was not otherwise subject to a restriction on disclosure; (ii) to have been in the public domain prior to the date of the disclosure of such information to Contractor; (iii) to have become part of the public domain by publication or by any other means except an unauthorized act or omission on the part of Company, or (iv) to have been supplied to Company without restriction by a third party who is under no obligation to maintain such information in confidence. Confidential Information shall not be deemed to be generally available to the public or in Company’s possession merely because it may be embraced by a more general disclosure, or merely because it may be derived from combinations of disclosures generally available to the public or in Company’s possession.

Upon Client’s request, Company shall return to Client any and all written or physical embodiments (including copies) of Confidential Information disclosed to Company by Client which is then in Company’s possession, custody or control. The confidentiality obligations set forth in this Agreement shall survive 10 years after termination or expiration of the Agreement.