



Mirachem Policy Center – Customer Policies M-1060.1.5 Confidential Information Policy

Revised: 28-DEC-2020 [Mirachem.com/confidentiality](https://www.mirachem.com/confidentiality)

THIS POLICY CONTAINS INFORMATION ABOUT THE RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH THE USE AND HANDLING OF CONFIDENTIAL INFORMATION BY AND WITH MIRACHEM, LLC. Printed versions of this document may not reflect the most current information. The most current revisions may be found online at [Mirachem.com/confidentiality](https://www.mirachem.com/confidentiality). Additional information may be obtained by contacting Mirachem’s Customer Support Department, online at Mirachem.com, or by calling toll free 800-847-3527.

A. PURPOSE OF POLICY

Mirachem, LLC (“Mirachem”) has adopted this policy to govern use and exchange of confidential information between Mirachem, its customers, and other business contacts.

B. MIRACHEM, AN HCC COMPANY

Mirachem, LLC is a Heritage-Crystal Clean (HCC) Company. All policies and actions of the Company are required to be consistent with HCC policies applicable to HCC business units.

C. RESPONSIBLE MANAGER

The responsibility for developing, managing, monitoring and reviewing this policy, and all Company activities deriving from it, shall rest with the Chief Information Officer (CIO) in consultation with the SAFE Team.

D. POLICY STATEMENT

It is Mirachem’s policy to exercise reasonable care and due diligence in the use and handling of confidential information and to expect the same from those with whom we do business. We will employ all necessary and reasonable means, including procedural, physical, and electronic measures to achieve appropriate security of confidential information, and implement training and awareness into our management operations to ensure proper use and handling by our employees. We will likewise take steps to ensure that similar standards of security and professionalism are utilized by the people and organizations with which we do business.

E. SCOPE OF POLICY

This policy applies to any person or organization that gives, receives, handles or uses information designated as confidential, or is otherwise identified as sensitive, in their dealings with Mirachem.

F. DEFINITION OF CONFIDENTIAL INFORMATION

Mirachem defines Confidential Information to be any information, data, materials, plans, reports, drawings, specifications, etc., whether in physical or electronic form, which is designated by the owner as “Confidential”. Other designations with a similar meaning to “Confidential”, including, but not limited to, “proprietary”, “secret”, “restricted”, “need to know”, shall be treated as Confidential Information under this policy.

The following categories of Mirachem information shall be deemed to be Confidential Information under this policy regardless of their specific designations or lack thereof:

1. Information pertaining to Mirachem’s product formulations or the manufacture of its products.
2. Information related to financial dealings, business strategies, or human resources.
3. Sensitive Data or Financial Information as defined in the Mirachem’s Privacy and Information Security Policy

G. PRIVACY AND INFORMATION SECURITY POLICY

Mirachem has implemented a Privacy and Information Security Policy to specifically governing its gathering, use and handling of certain types data, primarily customer information pertaining to sales transactions. The Privacy and Information Security Policy serves as Mirachem’s “privacy policy” for the purposes of general customer interaction, use of our online properties, and regulatory compliance with various data protection laws and regulations. This policy is not intended to modify or diminish the protections described in the Privacy and Information Security Policy. If any provision contained herein is found to be in conflict the Privacy and Information Security Policy, the provision imposing the greatest restriction

on the release of information or imposing the greatest requirement as to the security of the handling or storage of such information, shall control, and this policy shall be deemed to be amended to the extent necessary to resolve the conflict.

H. OTHER AGREEMENTS AND CONFLICT

From time to time, Mirachem and its business contacts may enter into Other Agreements, such as contracts, general policies, or formal agreements, that contain provisions similar to those found in this Policy, or which discuss the use, handling, or protection of certain types or categories of information. These Other Agreements may potentially conflict with this Policy. Formal, executed agreements and contracts shall supersede this Policy and the provisions on the formal agreement shall control and this policy shall be deemed to be amended to the extent necessary to resolve the conflict. If the conflicting Other Agreement is a general policy or similarly non-executed agreement, unless otherwise indicated, the provision imposing the greatest restriction on the release of information or imposing the greatest requirement as to the security of the handling or storage of such information shall control and this policy shall be deemed to be amended to the extent necessary to resolve the conflict.

I. PROTECTION OF CONFIDENTIAL INFORMATION

Receivers of Confidential Information under this policy shall, at a minimum, secure all received Confidential Information to the greater of: (a) the same degree of security as required for Financial Information as described in the Privacy and Information Security Policy, or (b) the same degree of security as afforded the receiver’s own Confidential Information. This provision mandates a minimum level of information security. Nothing in this policy is intended to prevent additional security measures being used or to establish a maximum level of security.

J. RESTRICTIONS ON USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Receivers of Confidential Information under this policy shall be required to:

1. Keep Confidential Information strictly private, use only for the intended and permissible purpose, and not disclose or transmit such information to any third party(ies), directly or indirectly, whether in tangible or intangible form.
2. Limit access to the Confidential Information to those with a need to know to perform on the intended and permissible purpose, and to which there is a legal and enforceable obligation to abide by this Policy.
3. Immediately notify the owner of the Confidential Information upon discovery of any unauthorized use or disclosure of the Confidential Information, and fully cooperate with the owner to recover the Confidential Information or otherwise mitigate the impact of the unauthorized use or disclosure.

K. PUBLICATION AND MAINTENANCE

Mirachem shall publish this Policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. Mirachem shall also maintain records regarding the versioning of this policy.

L. CHOICE OF LAW AND FORUM

Unless otherwise agreed upon between Mirachem and a business contact, all aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, the parties hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.