

Privacy Policy – Last Updated on April 23, 2013

Confidentiality of Information:

Customer agrees that all information, regardless of the manner or medium in which it is furnished or otherwise obtained by Customer, is provided and received by Customer in confidence. Customer must at all times preserve and protect the confidentiality of MDI information and any other proprietary or other non-public information that Customer or Customer's representative may become aware of or acquires from MDI during the course of business with MDI. By way of example, Confidential Information includes, without limitation, trade secrets, detailed descriptions of products, pricing information, designs, data and/or computer files or programs, sales plans, manufacturing plans, production plans, etc.

Except for the purpose of this Agreement, Customer agrees not to use any confidential information for its own or any other third party's benefit without the prior written consent of MDI. Customer agrees that monetary damages would not be a sufficient remedy for the breach of this Agreement by Customer and that MDI shall be entitled to specific performance and injunctive relief in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to MDI.

Notwithstanding the foregoing, the above restrictions do not apply to MDI confidential information when such information is generally available to the public, released by MDI to any third party on a non-confidential basis without restrictions on disclosure and if the disclosure is required under any valid court or governmental order and Customer provides MDI prompt notice thereof so that MDI may have an opportunity to contest disclosure and seek an applicable protective order.