

Whistleblower Policy / Confidential Information | April 2016

As an employee, you may learn information that is not known by the general public. You may have access to confidential or proprietary information regarding the company, its vendors, its customers, or perhaps even fellow employees. Confidential or proprietary information includes, but is not limited to business plans, strategies, budgets, projections, forecasts, financial and operating information, business contracts, databases, financial and account numbers, HIPAA protected medical information, customer and vendor information, advertising and marketing plans, proposals, training materials and methods, and other information not available to the public.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent a employee discloses any Confidential Information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this handbook and will only share such Confidential Information with his or her attorney, or with the government agency or entity. Nothing in this handbook shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of FFP property, trade secrets or information.

Regardless of whether information is specifically marked as confidential, it is each employee's responsibility to keep Confidential Information in confidence (except as otherwise allowed, if at all, by applicable law). You must not use, reveal, or divulge any such information unless it is necessary for you to do so in the performance of your duties (or except as otherwise allowed, if at all, by applicable law).

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that – (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Generally, access to Confidential Information should be granted/provided/given on a “need-to-know” basis and must be authorized by your manager.

Some employees who have access to confidential, sensitive, or proprietary information about the company or its customers, services and/or processes, may also need to sign a Proprietary Information and Inventions Agreement (PIIA) as a condition of employment. If you improperly use or disclose any of the company's confidential or proprietary information, you will be subject to disciplinary action, up to and including termination of employment, regardless of whether or not you receive any benefit from the use or disclosure.

If you have a question regarding whether or not the information you seek to communicate is considered Confidential Information, speak to your manager.