Vessel Warehousing Private Limited

SECURITY & CONFIDENTIALITY POLICY

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DOCUMENT HISTORY AND VERSION CONTROL

Version	Date issued	Reason for issue	Author	Effective Date
V1	March 24, 2023	Adoption by Board	Bord	March 24, 2023

BACKGROUND

The purpose of this Security and Confidentiality Policy ("Policy") is to outline the Vessel Warehousing Private Limited standards regarding confidential information, including the obligations and responsibilities of company's associates, contractors and any other persons working for or on behalf of company, to protect and maintain confidential information that is within the company's possession, custody, and control.

The Policy is derived from the corporate values, ethical obligations, legal requirements, and standards of practice concerning the confidential information that the company maintains for its customers and their clients.

This policy also covers security of information and data held by Vessel Warehousing Private Limited (includingIT hardware, software, and data) and all aspects of confidentiality relating to the work of the practice. Confidential information includes any information which is not publicly known. It can concern technology, business, finance, transaction, or other affairs of the Vessel Warehousing Private Limited It includes information which is commercially valuable such as trade secrets or business information, as well as personal information.

Examples of confidential information include but are not limited to - any document, discovery, invention, improvement, patent specification, formulations, plans, ideas, books, accounts, data, reports, drafts of documents of all kinds, correspondence, client information, lists and files, decisions, information about employees, strategies, drawings, recommendations, designs, office precedents, policies and procedures, budget and financial information in any form, i.e. physical, electronic, electromagnetic or otherwise.

SCOPE OF THE POLICY

This policy applies to all company's associates, contractors and other persons working with confidential information that is within the possession, custody, or control of company ("Authorized person (s)"). Authorized person (s) herein may be referred to are Compliance Co-Ordinator or Director as identified by the Board from time totime.

This policy covers:

1. All staff employed by or contracted with Vessel Warehousing Private Limited.

2. All personal computers (desktop machines, laptops and hand-held computers including iPhones, iPads, and other similar devices), attachments and software owned or leased by the practice, whether used at home or within the workplace, including practice software installed on personal devices.

3. All servers and other hardware and software required to run the networks and information systems

4. All work files and confidential information used by or about employees, clients, consultants, and contractors.

5. The Information Technology Act, 2000 covers all identifiable data held on any system (manual or electronic).

OBJECTIVES

The objectives of the Policy are as follows:

1. To ensure that the Vessel Warehousing Private Limited complies with the disclosure obligations to which it is subject to as laid down by the various laws and other applicable legislations

2. To ensure that the information disclosed by the Vessel Warehousing Private Limited is timely and transparent

3. To ensure the corporate documents and public statements are accurate and do not contain any misrepresentation

4. To provide a framework that supports and fosters confidence in the quality and integrity of information released by the Vessel Warehousing Private Limited

5. To ensure uniformity in Vessel Warehousing Private Limited approach to disclose, raise awareness, and reduce the risk of selective disclosure.

PURPOSE

The purpose of this policy is to promote security and confidentiality while not restricting people's ability to work. Any significant risks identified must be recorded and quantified. All sections of this policy have been written to ensure that security and confidentiality is maintained whilst allowing the work of the practice to be carried out and completed practically and efficiently.

Responsibility

Overall responsibility for ensuring compliance with this Policy rests with the Authorized Person(s). All Authorized person (s) must comply with this Policy in connection with day-to-day use, collection and processing confidential information in the ordinary course of business.

All Vessel Warehousing Private Limited employees are obligated to comply with this Policy guidelines which are relevant to their areas of responsibility. Process owners / Authorized person (s) are responsible for making all the stakeholders aware of any changes to this confidentiality Policy

All Authorized person (s) are responsible for ensuring that appropriate steps are taken to protect Client confidential Information at all times. Authorized person (s)s are encouraged to regularly review and consult this Policy to ensure their own practices are in accordance with this Policy as it concerns the collection, access, use or disclosure of confidential information. Authorized person (s) are expected to report any issues, problems, questions, and concerns about this Policy to the Risk Audit and Compliance Committee. Authorized person (s) are encouraged to make suggestions to the Board to help improve privacy and security procedures. In the event of any incident involving confidential information or privacy and data security, Authorized person (s) are expected to fully cooperate with such investigations.

Acknowledgement of Confidentiality

In order to promote compliance with this Policy, Vessel Warehousing Private Limited requires that all Authorized person (s)be provided with a copy of this Policy. Management must also regularly refresh and remind Authorized person (s) of this Policy, the importance of maintaining the confidentiality of confidential information. As a condition of employment or affiliation with Vessel Warehousing Private Limited, all new employees and contractors are required to read and sign a Confidentiality Acknowledgment or non-disclosure agreement, which specifies that such employee or contractor understands the importance of maintaining the confidentiality of confidential information and will fully comply with this Policy. All Employees and Authorized person (s) are also required to maintain confidence over confidential information after their affiliation with Vessel Warehousing Private Limited comes to an end.

Failure to Comply

Any failure by an employee of the company to comply with this Policy may result in disciplinary action including, but not limited to, the termination of employment or affiliation with Vessel Warehousing Private Limited.

COLLECTION OF CONFIDENTIAL INFORMATION

The collection of confidential information by Vessel Warehousing Private Limited is governed by applicable international, Central and State laws. As a practical matter, the collection of confidential information should be limited to what is needed to fulfil a specific purpose identified to the client or other person from whom it is collected.

Accuracy of Confidential Information

All Authorized person (s) must take all reasonable steps to ensure the accuracy and completeness of any confidential information that was collected or recorded. Authorized person (s) must be diligent to protect againstmaking any errors due to carelessness or other oversights.

Access, use, disclosure or sharing of Confidential Information

Authorized person (s) are only approved to access, use, disclose or share confidential information for legitimate business purposes and should be limited to those who have a "need to know" such information in order to perform their job functions and responsibilities

Release of Information

Authorized person (s) are expected to comply with all company policies, procedures and guidelines for the release of confidential information. They must also ensure that any release of confidential information, including personally identifiable information is done in accordance with applicable law.

Accessing or sharing Confidential Information with third parties

Before confidential information that is within the possession, custody or control of a Company is accessed by or shared with a contractor or other third-party organization, the third party must execute a Non- Disclosure Agreement (NDA) or information sharing agreement with Company. Senior management must approve the form of all such agreements. All Authorized person (s) are required to take all reasonable steps to ensure no unauthorized personnel, or third parties are provided with access to records containing confidential information.

In the event a third-party requests access to confidential information, all the following steps must be taken prior to granting access:

1. The third party must produce identification verifying their identity,

2. Process Owner must confirm that the third party has signed a non-disclosure or information sharing agreement with the respective Vessel Warehousing Private Limited,

3. Process Owner must confirm that the applicable Vessel Warehousing Private Limited management has approved the third party for access to confidential information, and

4. The third party's access to such confidential information is limited only to the information absolutely necessary for such third party to perform their job task or function.

The Authorized person(s) must be consulted before any program is implemented in which confidential information will be transmitted outside the boundaries of any Vessel Warehousing Private Limited.

Security of Information

The Vessel Warehousing Private Limited is committed to maintaining the security of confidential information and other sensitive information and has implemented technical and organization security mechanisms to help ensure the security and availability of physical and digital records, computer, and network systems. All Authorized person (s) are expected to comply with company security requirements and policies for use of such systems, including without limitation.

Retention and Destruction of Confidential Information

Vessel Warehousing Private Limited Records will be retained in accordance with Preservation of documents and archival policy and all legal, regulatory and accreditation requirements. It is the responsibility of each Process Owner in possession of a confidential information to identify the applicable retention period for the

particular record and to follow company's guidelines and procedures for the secure destruction of those records when the applicable retention period has expired, and the information is no longer necessary to retain.

Personal Identification Information (PII) Risk Assessment

Any personal information relates to a natural person, which either directly or indirectly in combination with other information available or likely to be available with the entity and is capable of identifying such person is known as Personal Identification Information. SPDI (Sensitive Personal Data and Information) covers the following:

1. Passwords
2. Financial information such as bank account or credit card or debit card or other payment instrument details
3. Physical, physiological, and mental health conditions
4. Sexual orientation; medical records and history
5. Biometric information.

While collecting SPDI, the provider must be made aware through reasonable steps of the following:

1. The fact that the information is being collected
2. The purpose for which it is collected
3. The intended recipients of the information; and
4. The name and address of the agency collecting or retaining the information. Consent must be obtained from the provider of the SPDI regarding purpose of usage before collection of the information. Further, of the three grounds on the basis of which disclosure of SPDI is permitted to a third party, one relates to the provider of the information agreeing to the same and another relates to it being permitted under a contract with the provider.

Risk Assessment

In the context of safeguarding PII, this risk assessment should provide specific coverage over the at least the following:

1. Identification of regulated PII
2. Identification of other sensitive data that may or may not be explicitly regulated but may pose other typesof risks (reputational risk, competitive risk, etc.)
3. Identification of the applicable commitments and requirements necessary to comply with the applicable laws and regulations in handling PII
4. Threats to compliance with the external and internal commitments and compliance objectives
5. Assessment of the likelihood of the identified threats
6. Risk management strategies (including avoidance, sharing, mitigation, and acceptance). This commonly involves the implementation of control procedures and safeguards based on the risk management strategyof the Vessel Warehousing Private Limited.

A key aspect of the risk assessment process is ensuring the participation of the various stakeholders, and subject matter experts, including outside examiners, when appropriate. On at least an annual basis, a PII Risk Assessment must be completed by Vessel Warehousing Private Limited and before implementing or significantly changing any program or system that requires the collection, use, disclosure or sharing of confidential information.

Compliance Monitoring, Auditing & Consequences

Access, use and disclosure of confidential information will be monitored by the company. All suspected breaches of this Policy will be investigated by management. Any actions taken as a result of such breach will be determined by management in consultation with representatives from Human Resources, Legal Services and/or other stakeholders, depending upon the nature of the breach, circumstances and parties involved. Each Vessel Warehousing Private Limited must conduct appropriate reviews and audits of their systems and processes to ensure compliance with internal policies and standards of Vessel Warehousing Private Limited.

Breach of Policy

All Vessel Warehousing Private Limited employees are expected to report any real or suspected breaches of this Policy to the Authorized person(s), including any actual or suspected data breach involving personal or confidential information belonging to or within the possession, custody, or control of company.

All incidents involving theft or loss of confidential information will be promptly addressed for containment, investigation, reporting and remedial actions.

PROCEDURES

General inquiries or requests to amend Confidential Information

Questions or concerns about collection, access, use or disclosure of confidential information, reports of breachesor loss of information should be directed to the Authorized person(s).

Confidentiality Acknowledgements

Human Resources is responsible for ensuring that each Vessel Warehousing Private Limited employee and their respective process owner has executed a Confidentiality Acknowledgement/ NDA and maintaining the signed Confidentiality Acknowledgements on file.

ASSESSMENT OF POLICY

The Authorized person(s) shall be responsible for the periodic assessment of the implementation of this policy. The results of such assessment shall be shared with the Board at least on a periodical basis and actioned upon. The assessment shall include the results and the action plan for the following:

1. Instances of breaches with requirements under this Policy and analysis of root cause.
2. Inaccuracy, unauthorized use and misrepresentation of client confidential information and internal business documents.
3. Availability of relevant information for timely disclosure.

REVIEW OF POLICY

The policy shall be reviewed periodically (at least on an annual basis) by the Board or such individuals or committees of individuals authorized to do so. Any change/amendments to this policy shall be approved by the Board of Directors of the Vessel Warehousing Private Limited. All staff shall be informed when the policy is updated. The policy shall be available on a shared network drive, and all Directors and staff will have access to a paper copy.

CONFIDENTIALITY ACKNOWLEDGMENT

As an employee of (Name of the entity) ("Vessel Warehousing Private Limited"), I acknowledge that as of _____, 20 _, I was informed of the confidential nature of Information I might handle in my employment and I hereby agree to abide by the following procedures: I understand that during my employmentor association with (Name of the Entity) that I may have access to personal information about clients and tenants, for the carrying on the business. At all times, I will respect the privacy of clients and Tenants, and otheremployees. I will treat all administrative and financial information about clients and Tenants, employees, or organizational information as confidential information.

I will only access, use disclose and/or transmit private and confidential information as required by the duties of my assignment with (Name of the entity). I will ensure that private and confidential information is not inappropriately accessed, used, or disclosed either directly by me or by virtue of my password systems.

I understand that violations to privacy and confidentiality may include but are not limited to:

- Accessing personal or organizational information that I do not require for work purposes
- Misusing or disclosing personal or organizational information without proper information
- Altering personal information of tenants, clients or other employees or altering organizational information
- Disclosing to another person my username and password to enable unauthorized access to personal or organizational information.

I understand that disclosures of any kind to the media are limited to those by designated spokespersons as outlined in the Security and Confidentiality Policy of Vessel Warehousing Private Limited. I understand and agree to abide by the conditions outlined in this agreement, which will remain in force even if I cease to have an association with (Name of the Entity). I understand that if any of these conditions are breached, I may be subject to disciplinary action that may include termination of employment or privileges/affiliation to the situation.

Agreed and Acknowledged

Name:_____

Date: _____

CONFIDENTIALITY ACKNOWLEDGMENT

As a consultant of (Name of the entity) ("Vessel Warehousing Private Limited"), we acknowledge that as of _____, 20 _, we were informed of the confidential nature of Information we might handle in our contract/agreement and we hereby agree to abide by the following procedures: we understand that during our contract/agreement association with (Name of the Entity) that we may have access to personal information about clients and tenants, for the carrying on the business. At all times, we will respect the privacy of clients and Tenants, and other employees. we will treat all administrative and financial information about clients and Tenants, employees, or organizational information as confidential information.

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Agreed and Acknowledged

Name:_____

Date: _____