

## **Policy on Confidentiality and Non-Disclosure**

### **Policy Statement.**

SEAFARERS GROUP OF COMPANIES is committed to keeping its competitive edge in the industry in order to deliver the best services at the best value.

To do this, SEAFARERS GROUP OF COMPANIES must ensure that information pertaining to its seafarer's private data, accounting & financial information, contracts, clients, company procedures, systems, and the like must remain confidential and must be used solely and exclusively for the benefit and advantage of SEAFARERS GROUP OF COMPANIES and should not be disclosed without the express consent of the Seafarer & SEAFARERS GROUP OF COMPANIES.

Also, the said information cannot be used to compete against SEAFARERS GROUP OF COMPANIES or permit the solicitation of employees regardless of status and nature.

Any inappropriate and unauthorized use of such information shall cause irreparable damage against SEAFARERS GROUP OF COMPANIES.

### **Confidential Information.**

1. In the course of the employment, certain confidential and proprietary information may be disclosed whether directly or indirectly.
2. Confidential Information shall include all data, materials, technology, computer programs, specification, manuals, business plans and clients, software, marketing plans, financial information and other information, and other information disclosed or submitted, orally, in writing, or by any other media, manner, shape or form, to the other.
3. Monetary and non-monetary benefits are confidential information as well and should not be disclosed, and avoid providing or otherwise broadcasting this information with other employees, or with any third party. All employees are mandated to keep their wages, benefits, bonuses, and other forms of compensation confidential. Unauthorized disclosure could lead to disciplinary action up to and including termination of employment.
4. Private conversations are likewise confidential and should not be disclosed to anyone other than the one sharing the information.
5. Confidential Information shall also include those developed or learned during the course of the employment.
6. All Confidential Information, unless otherwise specified in writing, shall remain the sole and exclusive property of SEAFARERS GROUP OF COMPANIES and shall be used by the Employee only for the purpose intended except as may be required by applicable law or legal process.

### **Non-Disclosure:**

1. The Employee will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business except to the extent that is unavoidably

necessary for the purpose of conducting business with SEAFARERS GROUP OF COMPANIES.

2. The Employee may not disclose the existence of or contents of any negotiations, discussions, contracts, or consultations in progress between the parties to any third party without the prior written approval of SEAFARERS GROUP OF COMPANIES or data privacy consent of the seafarer.
3. The Employee certifies that each such employee or agent will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to the Employee under this Agreement.
4. The Employee shall immediately give notice to SEAFARERS GROUP OF COMPANIES of any unauthorized use or disclosure of the Confidential Information.
5. The Employee shall assist SEAFARERS GROUP OF COMPANIES in remedying any such unauthorized use or disclosure of the Confidential Information.

**PROCEDURE:**

1. If the Employee concerned is employed with SEAFARERS GROUP OF COMPANIES, he/she shall be afforded due process for violation of this policy in accordance with established procedure.
2. If found guilty, the nature of the offense is deemed and shall be meted with a penalty of dismissal.

**EFFECTIVITY:** This policy shall remain in force during the term of employment and for a period of (2 years) after termination or cessation of employment irrespective of reason.