



APPROVED BY

CEO

Vector-Logistics LTD

Amuchvari Alon

March 03, 2024

Commercial Nondisclosure Policy of VECTOR-LOGISTICS LTD

1. Introduction

2. Vector-Logistics Ltd. is committed to maintaining the confidentiality and integrity of all proprietary and sensitive information. This Commercial Non-Disclosure Policy outlines our approach to safeguarding confidential information and ensuring that it is used solely for authorized purposes. This policy applies to all employees, contractors, partners, and other stakeholders who may have access to confidential information.

3. Purpose

4. The purpose of this policy is to protect the confidential and proprietary information of Vector-Logistics Ltd., its clients, and business partners. By adhering to this policy, we aim to prevent unauthorized disclosure, use, or reproduction of confidential information, thereby maintaining trust and compliance with legal requirements, including the Protection of Privacy Law, 5741-1981, and other relevant Israeli legislation.

5. Policy Statement

6. Vector-Logistics Ltd. recognizes the critical importance of protecting confidential information in maintaining our competitive edge and fulfilling our legal obligations. We are committed to ensuring that all employees and associates understand and comply with this policy to protect sensitive information from unauthorized access and disclosure.



7. Definitions

8. **Confidential Information:** Includes but is not limited to business plans, customer lists, pricing strategies, financial data, trade secrets, proprietary technology, and contractual agreements. This information may be in written, oral, or electronic form and is not generally known to the public.

9. Scope

10. This policy applies to:
11. All employees, contractors, and consultants of Vector-Logistics Ltd.
12. All business partners, clients, and other third parties who have access to confidential information.
13. All forms of communication and data storage, including electronic and paper records.

14. Responsibilities

15. Employees and Associates:

16. Must keep all confidential information secure and use it only for authorized purposes.
17. Are responsible for understanding and complying with this policy and related procedures.
18. Must report any breaches or potential breaches of confidentiality to their supervisor or the designated compliance officer immediately.

19. Management:

20. Ensures that all employees and associates are aware of and trained on this policy.
21. Monitors compliance and takes appropriate actions in case of policy violations.
22. Reviews and updates this policy regularly to ensure its effectiveness.

23. Handling Confidential Information

24. All confidential information must be handled with the highest level of care. This includes:
25. Storing information in secure locations.
26. Using encryption and other security measures for electronic information.
27. Limiting access to confidential information to those who need it for legitimate business purposes.
28. Avoiding discussions of confidential information in public places.

29. Disclosure Restrictions



- 30. Employees and associates must not disclose confidential information to any third party without the prior written consent of Vector-Logistics Ltd. Exceptions to this rule may include:
- 31. Information that is or becomes publicly available without breach of this policy.
- 32. Information disclosed to the receiving party by a third party who has the right to make such disclosure.
- 33. Information independently developed by the receiving party without use of or reference to the confidential information.

34. Breaches of Confidentiality

- 35. Any unauthorized disclosure or misuse of confidential information will be considered a serious breach of this policy and may result in disciplinary action, including termination of employment or contract. Vector-Logistics Ltd. reserves the right to seek legal remedies, including injunctive relief and damages.

36. Legal Compliance

- 37. Vector-Logistics Ltd. is committed to complying with all applicable laws and regulations regarding the handling and protection of confidential information, including the Protection of Privacy Law, 5741-1981, and other relevant Israeli legislation.

38. Review and Updates

- 39. This policy is reviewed annually and updated as necessary to ensure it remains relevant and effective. Any changes to this policy will be communicated to all employees and associates.

40. Acknowledgment

- 41. All employees, contractors, and associates are required to acknowledge that they have read, understood, and agree to comply with this Commercial Non-Disclosure Policy.

42. General Provisions

- 42.1. This regulation has been developed to ensure the safety of information constituting a commercial secret of the Company.
- 42.2. This provision applies to all employees of the Company familiarized with this provision against signature, as well as to third parties within the limits established by the legislation of the Russian Federation and this provision.

Compliance with this provision is the responsibility of all employees who have access to information constituting a commercial secret of the Company.



42.3. In accordance with the Law on Trade Secrets, the following terms and definitions are used in this provision:

- 1) commercial secret - a regime of confidentiality of information, which allows its owner, under existing or possible circumstances, to increase income, avoid unjustified expenses, maintain a position in the market for goods, works, services or obtain other commercial benefits;
- 2) information constituting a commercial secret - information of any nature (production, technical, economic, organizational, etc.), including the results of intellectual activity in the scientific and technical sphere, as well as information on the methods of carrying out professional activities that have valid or potential commercial value due to the fact that they are unknown to third parties, to which third parties do not have free access on a legal basis and in respect of which the owner of such information has entered a commercial secret regime;
- 3) owner of information constituting a commercial secret - a person who legally owns information constituting a commercial secret, has restricted access to this information and established a commercial secret regime in relation to it;
- 4) access to information constituting a commercial secret - familiarization of certain persons with information constituting a commercial secret, with the consent of its owner or on another legal basis, provided that this information is kept confidential;
- 5) transfer of information constituting a commercial secret - the transfer of information constituting a commercial secret and recorded on a tangible medium, by its owner to a counterparty on the basis of an agreement in the amount and on the conditions provided for by the agreement, including the condition that the counterparty takes measures established by the agreement to protect its confidentiality;
- 6) counterparty - a party to a civil contract to which the owner of information constituting a commercial secret has transferred this information;
- 7) provision of information constituting a commercial secret - the transfer of information constituting a commercial secret and recorded on a tangible medium, by its owner to state authorities, other state bodies, local self-government bodies in order to perform their functions;



- 8) disclosure of information constituting a commercial secret - an action or inaction, as a result of which information constituting a commercial secret, in any possible form (oral, written, other form, including using technical means) becomes known to third parties without the consent of the owner such information either contrary to an employment or civil contract.

43. Information constituting a commercial secret

- 43.1. The list of information constituting a commercial secret of the Company is determined by the agreements on confidentiality of information concluded with the employees of the Company (hereinafter referred to as the Agreement) and by this provision and may be amended or supplemented in the manner established for changing the Agreement or this provision, respectively.
- 43.2. Information constituting a commercial secret of the Company includes, in particular, the following information:
 - 1) on economic and financial relations with the contractors of the Company;
 - 2) on the procedure, methods and system of pricing adopted in the Company;
 - 3) on the conduct of business negotiations with counterparties and information on the content of these negotiations, including materials prepared for the conduct of negotiations or drawn up during negotiations or after completion - based on the results of negotiations;
 - 4) available in the Company about the counterparties of the Company, both stored on paper and constituting the electronic client base of the Company, a database containing information about all counterparties of the Company;
 - 5) contained in documents received from the Company's counterparties, which became known to the Company's employees in the process of cooperation with counterparties (including contracts, agreements, other documents of counterparties containing an indication of the confidentiality of this information, as well as in any other documents counterparties with whom agreements on confidentiality of information have been concluded);
 - 6) on the internal structure of the Company, the organization of work and functions of the structural divisions of the Company, organizational relationships between them;



- 7) on the composition and condition of the organization's computer and software, the software used, on the procedure and conditions for access to information stored in the memory of the Company's computer equipment and on other types of information carriers, including logins, passwords, codes and other methods of gaining access to information;
 - 8) on the system of office work and document management of the organization;
 - 9) received by e-mail to the e-mail address of the Company and to the e-mail addresses of the employees of the Company, which are marked "Commercial secret".
- 43.3. If it is necessary to classify additional types of information as information constituting a commercial secret of the Company, the General Director of the Company has the right to issue an order to give the information the status of information constituting a commercial secret, with the obligatory familiarization with such an order of employees who have access to the specified information, and subsequent entry of the specified information in the list established by this regulation. Such changes are made by supplementing this provision and approval in the same manner as the provision itself.
- 43.4. The following information does not apply to information constituting a commercial secret of the Company:
- 1) contained in the constituent documents of a legal entity, documents confirming the fact of making entries about legal entities and individual entrepreneurs in the relevant state registers;
 - 2) contained in documents giving the right to carry out entrepreneurial activity;
 - 3) on environmental pollution, the state of fire safety, sanitary and epidemiological and radiation conditions, food safety and other factors that have a negative impact on ensuring the safe operation of production facilities, the safety of every citizen and the safety of the population as a whole;
 - 4) on the number, on the composition of the Company's employees, on the remuneration system, on working conditions, including labor protection, on the indicators of industrial injuries and occupational morbidity, on the availability of vacant jobs;
 - 5) on the arrears of the Company for payment of wages and other social payments;
 - 6) on violations of the legislation of the Russian Federation and the facts of bringing to responsibility for committing these violations;



- 7) on the list of persons entitled to act without a power of attorney on behalf of the Company;
- 8) the obligatory disclosure of which or the inadmissibility of restricting access to which is established by federal laws.

44. Trade secret regime

44.1. Access to information constituting a commercial secret is available to:

- employees of the Company who need such information for the proper performance of their duties;
- the Company's counterparties under civil law contracts. The scope and procedure for access in this case is regulated by a specific agreement (an additional agreement to it).

44.2. The General Director of the Company approves the list of employees who have access to information constituting a commercial secret (hereinafter - the List). Employees whose positions are listed in this List must be familiarized with the specified List on receipt. All changes and (or) additions are made to the List on the basis of the order of the General Director of the Company.

Employees included in the List have the right to unimpeded access and use of information constituting a commercial secret of the Company in the process of fulfilling their job duties, subject to the mandatory observance of the procedure for handling this information adopted by the Company.

44.3. If information constituting a commercial secret of the Company is contained on a tangible medium (document), then such media shall be labeled "Confidential". If the information is stored in electronic form (documents, tables, etc.), the inscription "Confidential" is also made in the document header. Electronic messages sent by e-mail containing information constituting a trade secret must include a message with the following content: «CONFIDENTIALITY NOTICE This electronic message, as well as all attachments thereto, are intended solely for the recipient and are confidential. If you are not the intended recipient, please inform the sender immediately and delete the message from your computer and destroy all copies».

All documents marked "Commercial secret" are recorded in the log book of documents containing information constituting a commercial secret. The number of copies of document



carriers, surname, name, patronymic and position of the employee responsible for ensuring the safety of these documents is noted in the document log. The transfer of documents labeled "Commercial Secret" to persons who are not employees of the Company, but included in the List, is allowed only with the consent of the head of the relevant structural unit, about which a corresponding note is made in the register of documents.

- 44.4. Persons who have obtained access to information that constitutes a commercial secret of the Company in accordance with the established procedure are obliged not to provide or disclose such information in any possible form (oral, written, other form, including using technical means) without the consent of the owner of such information, or contrary to an employment or civil contract.
- 44.5. Employees of the Company are prohibited from taking documents containing information classified as a commercial secret of the Company outside the office where the Company is located, on paper, machine-readable and other media, except for cases when it is necessary for employees to perform their official duties.
- 44.6. When working with information constituting a commercial secret, employees of the Company must comply with measures to prevent and restrict access to the specified information by persons not authorized to receive it. The production of documents containing information constituting a commercial secret of the Company is allowed in the amount necessary and sufficient for the purposes for which they are produced, taking into account the requirements of the procedure for office work and document circulation adopted by the Company.
- 44.7. A violation of the above rules is considered perfect when the information constituting confidential information became known to persons who do not have access to them in the prescribed manner.
- 44.8. Access to information containing commercial secrets of the Company by other persons is possible if it is necessary for the implementation of the tasks facing the Company, or in cases established by the legislation of the Russian Federation. Such access can only be obtained with the written permission of the General Director of the Company and subject to such persons taking on a written obligation not to disclose information constituting a commercial secret of the Company. In this case, access is provided only to that information and only to the extent that is necessary in each specific case.



45. Rights and obligations of the Company's employees to ensure the safety of information constituting commercial secrets of the Company

45.1. In order to protect the confidentiality of information, employees must:

- 1) comply with the trade secret regime established by the employer;
- 2) not to disclose confidential information owned by the employer and his counterparties, and without their consent not to use this information for personal purposes during the entire period of the trade secret regime, including within three years after the termination of the employment contract;
- 3) reimburse the losses caused to the employer if the employee is guilty of disclosing information constituting a commercial secret and became known to him in connection with the performance of his labor duties;
- 4) transfer to the employer, upon termination or termination of the employment contract, material information carriers available to the employee and containing information constituting a commercial secret.

45.2. The company is obliged to create the necessary conditions for the employee to comply with the trade secret regime established by the employer.

45.3. An employee's access to information constituting a commercial secret is carried out with his consent, unless it is provided for by his labor duties.

45.4. The company has the right to demand compensation for losses caused to it by the disclosure of information constituting a commercial secret from the person who obtained access to this information in connection with the performance of labor duties, but terminated labor relations with the employer, if this information was disclosed within the period established in accordance with paragraph 2 clause 4.1 of this provision.

Losses caused by the employee or the person who terminated the employment relationship with the employer shall not be reimbursed if the disclosure of information constituting a commercial secret occurred due to the employer's failure to comply with measures to ensure the regime of commercial secrets, actions of third parties or force majeure.

The General Director shall reimburse the Company for losses caused by his guilty actions in connection with a violation of the legislation of the Russian Federation on commercial secrets.

In this case, losses are determined in accordance with civil law.



45.5. Unlawful disclosure of commercial secrets entails disciplinary (for the Company's employees), civil, administrative or criminal liability for those who admit it in accordance with the legislation of the Russian Federation.

46. Final provisions

46.1. This regulation comes into force from the moment of its approval by the General Director of the Company.

46.2. Changes and additions to this regulation can be made on the basis of the order of the General Director of the Company.

46.3. This provision has been developed in accordance with the legislation of the Russian Federation. In the event of a change in the norms of the legislation of the Russian Federation on the procedure for using information constituting a commercial secret, this provision must be brought into line with the current legislation.