

CHAPTER 3: SECURITY INFORMATION

3.1. GENERAL

- 3.1.1. “Information” means any data, new or knowledge concerning a particular facts or circumstances, in the form of written or oral, received or given to any party.
- 3.1.2. “Confidential information” means all material, non-public business related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly by any means of communication.
- 3.1.3. The Company operates in a very competitive market. Every Employee should be aware that in any competitive environment, proprietary information and trade secrets must be safeguarded in the same way that all other important Company assets are protected.
- 3.1.4. Information concerning pricing, products or services that are being developed, intellectual property and other such trade secrets, including information pertaining to any prospective Company acquisition or divestiture and all non-public information, must be held in the strictest confidence, and reasonable prudence and care should be exercised in dealing with such information in order to avoid inadvertent disclosure. This information must not be used in any way other than as required in performing employment duties.
- 3.1.5. All files, records and reports acquired or created in the course of employment are the property of the Company. Originals or copies of such documents, whether in whole or in part, may be removed from the Company's offices upon the authorization of the employee’s supervisor, provided they are at all times kept in a secure environment, for the sole purpose of performing the Employee's duties to the Company and must be returned at any time upon request.

3.2. INFORMATION ABOUT OTHERS

- 3.2.1. In the normal course of business, it is not unusual to acquire information about many other organisations, including competitors. Doing so is a normal business activity and is not unethical in it. The Company collects information on competitors from variety of legitimate sources to evaluate the relative merits of its own products, services, and marketing methods. The activity is proper and necessary in a competitive system and subject to PDPA and other law in force.

3.3. ACQUIRING INFORMATION

- 3.3.1. However, there are limits to the ways the acquired and usable information, especially information about competitors. No company should employ improper means to acquire competitor's trade secrets or other confidential information.
- 3.3.2. Such flagrant practices as industrial espionage, burglary, wiretapping, and stealing are obviously wrong. But so is hiring a competitor's employees solely to get confidential information. Improper solicitation of confidential data from a competitor's employee or from the Company's customer is wrong. The Company will not tolerate any form of questionable intelligence – gathering.

3.4. USING INFORMATION

- 3.4.1. Information about other companies should be treated with sensitivity and discretion. Other companies are rightly concerned about their reputations and the privacy of their people. Adverse information with no business use should not be kept or maintained.
- 3.4.2. While using confidential information about other companies, the Employees should use it in the proper context and make it available only to other Employees with a legitimate need to know. In presenting such information, you should disclose the identity of the organisation or individuals only if it is necessary. If disclosure is not necessary, the Employees should present the information in aggregate or by some other means.

3.5. INFORMATION OWNED BY OTHERS

- 3.5.1. The Company has the right to protect its intellectual properties. The Company sometimes willing to disclose the confidential information for a particular purpose. If you are on the receiving end of another party's confidential information, it is important that the Employees proceed with caution to avoid the Company being accused of misappropriating or misusing someone else's confidential information.

3.6. RECEIVING INFORMATION WHICH MAY BE CONFIDENTIAL OR HAVE RESTRICTIONS ON ITS USE

- 3.6.1. To avoid the risk of the Company being accused of misappropriating or misusing someone's confidential or restricted information, there are certain steps the Employees should be taken before receiving such information;

- 3.6.1.1. First, determine whether the information is confidential or has restriction placed on its use.
- 3.6.1.2. If written or labelled ‘trade secret’, ‘confidential’, ‘proprietary’ or ‘restricted’, or if you have other reason to believe that galaxy may not be free to use or disseminate information without restrictions, review it with your Supervisor or legal counsel and, if appropriate, ask the other party. In any case don’t take the status of the information for granted.
- 3.6.1.3. The same precaution applies to oral information. If before entering in a meeting or a conversation, the Employees believe that the information the employees about to hear might be considered confidential or restricted, the employee should first have established clearly in writing that this is not confidential and that its use is unrestricted.
- 3.6.1.4. Next, you must not receive either orally or in writing from other, confidential information or information which has use restriction without prior written approval of an appropriate Galaxy employee.
- 3.6.1.5. No employee is allowed to record closed meeting session through any device including tape recording, video camera and other voice recording device without prior consent from the management.
- 3.6.2. Furthermore, the actual receiving of such information must take place the terms of its use have been formally agreed to by the Company and other party. That means a written agreement approved by the management and usually the Company’s intellectual property counsel as well. Once other party’s confidential information is legitimately in your hands, you must not use, copy, distribute or disclose that information unless you do so in accordance with the terms of that agreement.

3.7. PROPRIETARY INFORMATION

- 3.7.1. Company’s documents and much of its information (including confidential information) are proprietary in which they contain highly sensitive information crucial to the conduct of the Company's business.
- 3.7.2. Information provided to the Company by a third party may also be proprietary, confidential or secret and must be dealt with according to instructions provided by such third party.

- 3.7.3. All such information must be protected against unauthorized divulgence or misuse. Examples of proprietary information include, but are not limited to:
- a. business plans;
 - b. personal information such as that found in flight records (i.e. passenger names and records) which is identified as confidential;
 - c. information about novel technology;
 - d. strategic plans;
 - e. legal proceedings;
 - f. business partner's file and information;
 - g. sensitive information on employees;
 - h. audit reports;
 - i. training material, including manuals;
 - j. software programs.
- 3.7.4. Depending on the sort of information, unauthorized divulgence or mishandling can have serious repercussions for the Company. For example, the Company could be placed at a competitive disadvantage; it might be exposed to legal proceedings or its image could be negatively affected.
- 3.7.5. The Company places the Employees in a position of trust and confidence. All Employees are responsible for using good judgement when communicating Company's information either verbally or in writing and must not communicate confidential information to any outside source without prior written approval of management.
- 3.7.6. Communication to other Employees of confidential material should be commenced only when necessary for another to perform their job. The following are to be strictly complied: -
- a. Confidential information going through the internal or external mail should be marked as such on the outside of the envelope.
 - b. When faxing confidential material, ensure the receiver will obtain the information directly.
 - c. When sending confidential information by email, ensure the email is marked appropriately.
 - d. Confidential information in hard copy should be kept in a secure, locked location. Documents being disposed of should be shredded.

- e. Employees are responsible for protecting the security of confidential information on the computer network. Passwords should not be revealed to anyone under any circumstances.
- f. Information concerning customer activities shall not be revealed to any third party without prior written consent of the customer.
- g. All requests from news media, consultants or others concerning the Company's business activities and operations must be directed to the Managing Director or Director.
- h. Employees who are unclear about what is confidential should consult their supervisor.
- i. Revealing confidential information will result in immediate discipline, which may include termination of employment.

3.8. NON-DISCLOSURE OBLIGATION

- 3.8.1 The Employee agrees that it will keep secret and protect the confidentiality of any Confidential Information at all times and as herein provided, by:
 - a) not disclosing any Confidential Information, or the fact that it has been obtained, to any third Party without the prior written consent from the Company; and
 - b) not disclosing any Confidential Information to any employee(s) who do not have a reasonable need to know requirement vis-a`-vis such Confidential Information; and
 - c) ensuring that all such employees who do have a reasonable need to know the Confidential Information have been informed of their confidentiality obligations regarding the Confidential Information and have agreed to be bound by them.
- 3.8.2 The Employee unconditionally guarantees that it will use the same degree of care with respect to non-disclosure of Galaxy Aerospace Confidential Information as the Employee uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.
- 3.8.3 In addition, the Employee shall, upon written request from the Company return to Galaxy Aerospace all tangible information disclosed to it hereunder, including all copies, and
 - (i) expunge all information disclosed to it hereunder, including all copies, residing in electronic form on its computers.