



CONFLICT OF INTEREST POLICY

A Ness Proiect Europe employee cannot be an employee, consultant or contractor of a competing Ness Proiect Europe company.

A Ness Proiect Europe employee cannot be an employee, consultant or supplier for any client or supplier of Ness Proiect Europe without written approval from the human resources department.

No one can simultaneously have more than one Ness Proiect Europe employee status.

No Ness Proiect Europe employee may sell services similar to those of Ness Proiect Europe as a side business.

Also, no employee can deal with external affairs during working hours at Ness Proiect Europe. No Ness Proiect Europe employee can accept any gift, payment, loan or other favors from a client, supplier or competitor, apart from cheap advertising materials with values less than 100 lei and business meals; these activities must be rare and conform to accepted business practices and with the express purpose of promoting the business relationship.

The payment of transport expenses by a customer or supplier cannot be accepted without the prior approval of the direct boss.

In certain circumstances, local customs require the exchange of gifts with a greater value than a symbolic one in business relations with a foreign company. In such situations, gifts will be accepted only in the name of Ness Project Europe and with the approval of the direct boss.

These gifts will be delivered to Ness Project Europe and will be used either for internal purposes, or for the benefit of all employees, or for donation or charity purposes.

Confidentiality and intellectual property

The employee will respect the obligation of confidentiality that incubates them during the individual employment contract. This obligation refers not only to the usual commercial secrets, but also to all the data, the specific organizational know-how and all the information regarding the commercial activity of Ness Proiect Europe and which are made available to the Employee or with whom he comes into contact on during the performance of his activity based on this contract, including, but not limited to, the organizational know-how of Ness Proiect Europe and other information that the Employee acquires or obtains directly from Ness Proiect Europe or indirectly from other persons, companies, firms or organizations.

The employee acknowledges that all inventions, innovations, improvements, methods, designs, analyses, drawings, reports, written works as well as all similar information or found in connection with the present and future commercial activity of Ness Proiect Europe, the research and development activity or the products and the existing or future services that are created, improved or made by the Employee in the performance of his duties as it results





from the individual employment contract (all of the above being called "Service Products") belong to Ness Proiect Europe.

The employee will perform all the actions that are reasonably required by Ness Proiect Europe as the Employer (either during the performance of the individual employment contract or after its termination) to establish and recognize this ownership of the Employer over the Service Products (including, but not limited to assignment operations, the granting of power of attorney, agreements and the like).

Nothing of what is stipulated in the individual employment contract will limit or restrict the rights of Ness Proiect Europe to bring actions/claims against the Employee as a result of his violation of his industrial property rights.

Upon termination of the individual employment contract, for any reason and by any means, the Employee is obliged to return to Ness Proiect Europe, as the Employer, on the basis of the minutes of delivery-receipt, all the documents held in the exercise of his duties, the most late until the day of effective termination of the individual employment contract.

The obligation of confidentiality assumed by the Employee through this article rests with him for the entire duration of the individual employment contract.