

SC PLURIVA SRL

Registered office: Iuliu Maniu Blv. No. 6, 6<sup>th</sup> District Bucharest

Entry no. in the Trade Register J40/7512/1998

Sole registration code 10903138

ADDENDUM no. 1/25.05.2011

To the individual employment contract no. 202/01.09.2009

The parties:

1. SC PLURIVA SRL, registered office in Iuliu Maniu Blv, no. 6, 6<sup>th</sup> district Bucharest, registered with the Trade Register under no. J40/7512 / 1998, sole registration code 10903138, legally represented by Mr ROSU GEORGIAN ROBERTO, as Employer

2. POPOVICI ANDREI MIHAI, as Employee of SC PLURIVA SRL with the position: Program Manager;

Based on art. 17 line (5) and art. 41 line (1) Law 53.2003 republished – Labor Code, the parties decide the modification, insertion of new elements and / or renumbering of the existent elements in the individual employment contract registered in the Employees Evidence Register under no. 202/01.09.2009, elements which, starting with 01.05.2011 will have the following content:

**A. The registered office of the employer: Bucharest municipality, Iuliu Maniu**

**J. Wages – wages and other constituents**

- the employee receives seniority bonus of 5%, bonus that is included in the basic monthly gross pay.
- the basic monthly gross pay with work seniority is of 6.084 lei.

**L. Conditions for the serving of the notice and agreed deadlines**

- the notice period in the case of resignation is 45 business days;

According to art. 17 line (3) letter e) Law 53/2003 republished – Labor Code, a new clause has been introduced in the individual employment contract regarding the evaluation of the professional activity of the employee with the following content:

- Evaluation clause: the employer will periodically evaluate, at the intervals set in the job description, ( annex 1 to the individual employment contract) and / or Internal Regulation, the activity carried out by the employee based on the following competence / evaluation criteria for the professional activity foreseen in the evaluation chart attached to the Company's Internal Regulation:
  - intelligence and memory ability at a high level;

- specialized professional knowledge to carry out the responsibilities of the position
- provisioning, planning, analysis, organization and control of the activity (essential managerial functions)
- time organization and management ability
- assigning responsibilities and motivation of the staff under his command
- creativity and diversification of the activities
- decisional initiative and ability
- leadership abilities (influence, coordination, supervision, and team building)
- sociability
- communication (communication abilities, proper vocabulary, fluency in speaking)
- rational management of the assigned resources
- concern for the development of the department and the company.

According to the provisions of art. 39 and 40 Law 53/2003 republished – Labor Code the rights and obligations of the parties have been amended with new elements and therefore point M at the employment contract is amended and numbered as follows:

#### **M. General rights and obligations of the parties**

##### **1. The employee mainly has the following rights:**

- a) the right to receive pay for the delivered work;
- b) the right to daily and weekly rest;
- c) the right to annual leave;
- d) the right to the equality of chances and treatment;
- e) the right to dignity in work;
- f) the right to have access to professional training
- g) the right to labor security and safety
- h) the right to information and consulting
- i) the right to take part in the setting and improving of the working conditions and the working environment.
- j) the right to protection in case of firing
- k) the right to individual and collective negotiation
- l) The right to participate to collective actions;
- m) the right to constitute or adhere to a syndicate
- n) other rights foreseen by the law or the applicable collective employment contract.

##### **2. The employee mainly has the following obligations**

- a) the obligation to fulfill his work norm and, depending on the case to fulfill the attributions that are assigned to him according to the job description.
- b) the obligation to abide by work discipline;

- c) the obligation to abide by the provisions foreseen in the internal regulation, the applicable collective employment contract , as well as the individual employment contract
- d) the fidelity obligation towards the employer in carrying out work attributions;
- e) The obligation to abide by the labor safety and health measures in the unit
- f) the obligation to respect work secrets;
- g) other obligations foreseen by the law or the applicable collective employment contracts
- h) The obligations to be subjected to the imposed individual performance objectives, as well as to the evaluation criteria applied to them

**3. The employer mainly has the following rights :**

- a) to set the organization and functioning of the unit;
- b) to set the attributions corresponding to each employee within the conditions of the law;
- c) to give orders of mandatory nature for the employee, as long as these are legal
- d) to control the way work tasks are fulfilled
- e) to ascertain if disciplinary infringements have been committed and to apply the proper sanctions, according to the law, the applicable collective employment contract and internal regulation.
- f) to set the individual performance objectives of the employee, as well as the evaluation criteria for their fulfillment.

**4. The employer mainly has the following obligations**

- a) to hand the employee a copy of the individual employment contract, before the start of the activity;
- a1.) to award the employee all the rights that stem from the individual employment contracts, the applicable collective employment contract and the law;
- b) to inform the employees about the working conditions and the elements that concern the carrying out of the working relationships;
- c) to constantly insure the technical and organizational conditions taken into account on the draw up of the work regulations, and the proper working conditions.
- d) to award the employees all the rights that are assigned to them according to the law, the applicable collective employment contract; to issue, by request, a document that certifies the applicant's employee quality, namely the activity carried out by him, the duration of the activity, the wages, seniority for the profession and specialization;
- e) to periodically inform the employees about the economic or financial status of the unit, except for sensitive or secret information, which, by being disclosed may prejudice the activity of the unit. The intervals between the

communications are set through negotiation in the applicable collective employment contract;

f) to consult with the syndicate, or, depending on the case, with the representatives of the employees regarding the decisions that may substantially affect their rights and interests;

g) to pay all the contributions and taxes he is responsible for, as well as to deduct and transfer the contributions and taxes owed by the employees, according to the provisions of the law.

h) to setup the general evidence register of the employees and operate the entries foreseen by the law;

i) to issue, by request, all the documents that certify the applicant's employee quality;

j) to insure the confidentiality of the employees' data of personal nature;

k) to evaluate the employee solely according to the individual performance objectives imposed, as well as according to the evaluation criteria of their fulfillment.

**The present addendum produces effects starting with 01.05.2011.**

**The present addendum has been concluded in 2 copies, one for each party.**

**Employer**

**SC PLURIVA SRL**

**Legal representative**

**ROSU GEORGIAN ROBERTO**

**General manager**

**Illegible signature**

**Wet seal of the company affixed**

**Employee**

**POPOVICI ANDREI MIHAI**

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