



CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Concluded between:

Rode Quality Dienstleistungs GmbH, A German company, headquartered in 12529 Schönefeld, Kühnscher Weg 3, Germany, email rode@b-p-g.org ,telephone +49 (30) 6789-4900 legally represented by, as administrator, hereinafter referred to as the **COMPANY**.

And

Mr. Mrs......domiciled/ headquartered in....., str. no..... block....., sc. floor.....,ap county....., holder of identity card series, no.....issued by....., with the validity period....., Social Security Number....., hereinafter referred to as the **SERVICE PROVIDER**.

PREAMBLE

Considering that the **COMPANY** has a legitimate interest in preserving the confidential nature of the IT, processing, data entry and any other information services, that have such nature and which it uses in its activity, being liable to provide competitive advantage over other economic agents.

Given that the **COMPANY** carries out its activity not only through its employees but also through the Service Providers (either natural or legal persons) operating in the IT field, processing and entering data to Rode Quality Dienstleistungs-GmbH, to whom there must be disclosed confidential information that is necessary to accomplish the service requested by the **COMPANY**.

Since the **SERVICE PROVIDER** performs an activity to achieve the requested service, by virtue of which, he has directly or indirectly become aware of data and information on the most diverse aspects of the current activity of the **COMPANY** and has access to confidential information, starting with accounting data, software programs with passwords to relations, working methods, internal management strategies, prices and data from customer contracts.

Due to the fact it is very easy to achieve competition by approaching the customers or the former customers available of the **COMPANY**, and in order to avoid that type of situation, rules are needed to reduce such a possibility.

Considering the specific nature of the activities performed by the **SERVICE PROVIDER** to the **COMPANY**, the Parties acknowledge that the confidentiality of the data and information to which the **SERVICE PROVIDER** has / had access is an obligation of the latter, which shall be respected after all the activities necessary to carry out the services requested by the **COMPANY**, and due the specificity of the field - IT, processing and data input to Rode Quality Dienstleistungs-GmbH - there is a risk of competition, and it is necessary to regulate a non-compete obligation between the Parties.

Since the compliance with the principles of equity and protection of good faith necessarily requires defining and establishing the scope, content and duration of the obligations of confidentiality and non-compete, in order to effectively protect the rights and interests of the contracting Parties.

The signatory Parties have agreed to conclude this Agreement, under the following conditions:

Art. 1. SUBJECT OF THE AGREEMENT.

(1) The subject of this Agreement consists in the confidentiality and the non-compete obligation for the group of companies as defined in article 4, paragraph 2, separately specified hereafter:

(a) Confidentiality obligation

The purpose of this Agreement is to ensure the confidentiality of all data and information originating from or addressed to the **COMPANY** and which relate to the implementation of the ongoing projects / activities / strategies available to the **SERVICE SUPPLIER** or which it becomes aware during the activities / services required under the service contract.

This relates in particular to the obligation of the **SERVICE SUPPLIER** not to disclose to the public or to competition any confidential information as defined in art. 3 and to take all necessary precautionary measures to ensure that such data or information does not accidentally come to the attention of the public or competitors. Also, the obligation of the **SERVICE SUPPLIER** not to use directly or through other persons such data, information, material or synthesis in a commercial activity of its own or belonging to another natural or legal person.

(b) Non-compete obligation

The object of this Agreement is also to ensure non-competition, during the existing relations between the Parties and for a period of 3 (three) years after the termination of the collaboration. The Parties and the extent of the non-compete obligation are described in art. 4.

Art. 2. DURATION OF THE AGREEMENT

(1) The **SERVICE SUPPLIER** is bound by a confidentiality and non-compete obligation from the date of signing this Agreement and throughout the entire period in which it operates for the **COMPANY** in the field of IT, processing and data entry. The **SERVICE PROVIDER** performs the activities necessary for carrying out the activity object by the **COMPANY**, based on the concluded service contract. These activities shall be paid on the basis of the invoices issued, between the two Parties existing legal relations for the provision of services, concluded on the basis of a service contract.

(2) The confidentiality obligation shall operate for an indefinite period of time and the non-competition obligation shall operate for a period of 3 (three) years after the termination of any legal grounds for the provision of services existing between the Parties, the **SERVICE SUPPLIER**, undertaking to comply fully with this Agreement and the terms contained therein.

ART.3. DEFINITION OF CONFIDENTIAL INFORMATION AND CONFIDENTIALITY RULES.

(1) Only such information, data or documentation that is likely to influence / modify the market position of the Company or its competitors is of such a nature of confidential information, offering a competitive advantage to the **COMPANY** competitors and which are not accessible to the public or have not yet become public.

(2) Confidential information also includes information in tangible or intangible form which relates to products or services launched by the **COMPANY**, marketing or promotion of the Company's products, business policy or business practices as well as information received from third Parties which the **COMPANY** is obliged to treat in a confidential manner.

(3) The **SERVICE PROVIDER**, directly or indirectly, in the course of carrying out its activity has access to the Company's confidential information, starting with accounting data, software programs with passwords, folders, pictures and up to relations, working methods, prices, data from customer contracts, etc.

(4) By way of example, but not limited to, it is mentioned that confidential information is the following information, data and documents that the **SERVICE PROVIDER** has become aware of directly or indirectly:



- a) financial status;
- b) business projects and programs;
- c) undelivered products;
- d) manufacturing processes;
- e) invention licenses or patents;
- f) results of the research / design activity;
- g) structure of the database;
- h) product promotion means
- i) working methods;
- j) prices practiced;
- k) software programs owned;
- l) accounting program data;
- m) data of contractual relations with customers;
- n) data, images, folders, instructions, work and development strategies, etc.

(5) The **SERVICE PROVIDER** may disclose information or data, or may provide the documents submitted in order to carry out the necessary activities, from the categories mentioned in paragraph 2-4 only to persons involved in the performance of the Company's service obligations (inside it).

(6) The **SERVICE PROVIDER** shall be bound by confidentiality, to the extent that information, as defined above has been transmitted to him or which it has become aware of in the course of or in connection with the performance of the necessary activities and have a direct connection to the Company's activity.

(7) All information, data and documents that are confidential are and shall remain the property of the Company, as long as they have not been deliberately disclosed by it to third Parties.

(8) The **SERVICE PROVIDER** shall use the information only for the purposes that have been established with the **COMPANY**.

(9) All versions of electronic copies (CD, memory stick etc.) or on paper containing confidential information shall be kept on the Company's premises. The **SERVICE PROVIDER** does not have the right to remove them outside this location without the written consent of the Company.

(10) The **SERVICE PROVIDER** shall treat the confidential information provided by the **COMPANY** with the same care as any other similar information. The attention paid for maintaining the confidentiality of information shall, in all cases, be equal to the attention that any person would pay, in similar circumstances, in order to protect the confidentiality of their own information.

(11) The information shall be treated as strictly confidential and the **SERVICE PROVIDER** is not entitled to:

- copy, replicate, distribute, disclose, in any way, in whole or in part, to any other person, company, corporation or entity, any of the confidential information or aspects related thereto;
- allow third Parties access to confidential information only within the limits of the performance of the obligations and with the written consent of the Company.

Art 4. DEFINITION OF NON-COMPETITION AND SCOPE

(1) It is forbidden for the **SERVICE PROVIDER** to perform during the period stipulated in art. 2 paragraph 2 any acts or deeds of competition that are or may be, directly or indirectly, prejudicial to the Company or (it is also considered the certain future damage and not just the current one).

(2) The **SERVICE PROVIDER** shall not be part of another company that is the customer / beneficiary of the services offered by the Group of Companies. Specifically, at the time of signing this, the Group of Companies consists of Rode Quality Dienstleistungs GmbH, BERATUNG ADMINSERV S.R.L., BAU VWG SERVICE ADMINISTRATION S.R.L., TONER EXPRESS S.R.L. and BTC TIANFU GROUP S.R.L. They also belong to the Group of Companies:

Elektro Bau GbR, Kraft Elektro GbR, Elektro Instal GbR, Ro-Expert GbR, Kron Stahl GbR, Ro-Building and Kron Install GbR.

The non-compete obligation comprises basically the obligation of the **SERVICE PROVIDER**, when acting independently, as a partner / manager of another company (foreign to the Group) not to contract, not to carry out activities, acts or deeds, including communication of offers, etc. , for any previous or existing GbR-type companies, above mentioned, which are managed by one of the Group companies, separately, as a group or together.

The non-compete obligation also includes the obligation of the **SERVICE PROVIDER** not to conclude contracts of employment, collaboration or any other kind, directly or indirectly, with any of the clients / beneficiaries of the services offered by the Group of Companies during the performance of the service contract and for a period of two years after its completion.

The Parties accept that if the group restricts or expands, this change will be binding on the **SERVICE PROVIDER** automatically, acknowledging the amendment by virtue of its current contractual obligations, without the need for any written notification to the latter by the **COMPANY**.

(3) The prohibition of competition is limited to the territory of the Federal Republic of Germany and to the countries where the Group of Companies has carried out concrete commercial activities that can be proven.

(4) Competition is also achieved when the **SERVICE PROVIDER** intends or even offers its the services to another company with which one of the companies in the Group of Companies has been in contact for the past two years or with which it attempted, in any way, to conclude contracts. Here is a simple, even unacceptable offer.

6) Competition is also achieved when the **SERVICE PROVIDER** acts against the Group of Companies or its clients not as a natural person but through a legal entity or a union of persons or invoices accordingly.

Art. 5. THE OBLIGATIONS OF THE SERVICE PROVIDER

(1) The **SERVICE PROVIDER** undertakes not to disclose intentionally, in any way, the confidential information and to use this information only for the purpose of fulfilling its duties.

(2) The **SERVICE PROVIDER** shall disclose the information used for the purpose of carrying out IT activities, processing and entering data to Rode Quality Dienstleistungs- GmbH only to persons within the **COMPANY** who occupy positions which provide, according to internal regulations, the right to access such confidential information. In the absence of such internal regulations, the disclosure may only take place with the written consent of the **COMPANY** and only to the extent necessary to carry out its activities successfully.

(3) The **SERVICE PROVIDER** undertakes not to use for itself or for another the confidential information it knows. It also undertakes not to incite others to act on the basis of such information.

(4) The **SERVICE PROVIDER** undertakes to take all safety measures and precautions, behaving cautiously, not to cause wrongful disclosure, to the public or to third Parties of the confidential information.

(5) The **SERVICE PROVIDER** undertakes not to make copies of the documents containing confidential information in any way whatsoever and regardless of the medium on which they are recorded, for itself or for others, without the prior written consent of the Company.

(6) The **SERVICE PROVIDER** undertakes not to communicate and disseminate public information that might be detrimental to the proper business course of the Company.

(7) If the **SERVICE PROVIDER** finds that confidential information has been unlawfully disclosed, lost, or used for purposes other than those set forth, it shall notify the **COMPANY** in writing.



(8) The **SERVICE PROVIDER** undertakes not to make false or disparaging statements about the Company, its services and its business partners, employees, partners or contributors, statements detrimental to the image and the proper business course of the Company.

(9) The **SERVICE PROVIDER** undertakes not to exercise competitive acts and deeds as those listed in Article 4.

(10) The **SERVICE PROVIDER** undertakes to indemnify the **COMPANY** for damages caused by a breach of confidentiality or non-competition.

Art 6. THE RIGHTS OF THE SERVICE PROVIDER

(1) The **SERVICE PROVIDER** has the right to obtain the information necessary for the accomplishment of the contracted tasks.

(2) The **SERVICE PROVIDER** has the right to know the composition of the group to which the non-compete obligation operates.

(3) The **SERVICE PROVIDER** has the right to notify the Company's representatives of any situation that might in the future lead to a breach of its contractual obligations (e.g. accidental transmission of confidential data / information to a third Party, creating the possibility of causing any damage to the Company). In this situation, along with the representatives of the Company, it may adopt the necessary measures to limit or avoid the damage. In this situation, the **SERVICE PROVIDER** shall be relieved of liability for any damage that would be caused to the Company.

Art 7. GROUNDS FOR EXEMPTION FROM THE LIABILITY OF THE CONFIDENTIALITY OBLIGATION.

(1) The **SERVICE PROVIDER** shall not be bound by the obligation of confidentiality as laid down in this document, if it discloses confidential information at the request of a State authority, to the extent that the disclosure obligation results from the law or has been established by that body, on the basis of legal powers.

(2) However, in the above-described case, the **SERVICE PROVIDER** shall also notify the **COMPANY**, in advance, of the fact that a particular authority has requested to disclose confidential information.

(3) The following situations also exonerate the employee from liability:
- the disclosure of the information was made after receiving the written consent for it;
- the information was already made public by the **COMPANY** at the date of its disclosure (applies only if proof regarding the public disclosure is furnished).

Art. 8. PENALTIES.

(1) The **SERVICE PROVIDER** shall be held responsible for the repair of any damage it would have caused to the Company by non-compliance with its obligations. The **SERVICE PROVIDER** shall be liable for the damages produced to the **COMPANY** by failing to comply with its obligations. In order to facilitate redress, the Parties shall establish a minimum level of damage alleged to have been caused to the Company through non-compliance by the **SERVICE PROVIDER** of the obligations laid down in this Agreement.

(2) If the **SERVICE PROVIDER** fails to comply with the obligations laid down in article 1, 5 par. (1) - (6) of this Agreement, the minimum damage alleged to have been caused to the Company is in the amount of 5000 EURO, payable at the BNR exchange rate from the date of repairing the damage.

(3) In any of the situations mentioned by paragraph 2 of this article, if the **COMPANY** will be able to prove the existence of damage beyond the minimum agreed upon, the **SERVICE PROVIDER** shall undertake to cover it in full, under the law.

(4) For each form of non-compliance with the non-compete obligation provided in article 4, a conventional penalty of EUR 100,000 is foreseen, which is due from the date of sending the written notification (by mail with acknowledgment of receipt) by the **COMPANY**, showing the reasons, and the **SERVICE PROVIDER** shall be in default.

(5) In the case of non-compliance with the non-compete obligation by the **SERVICE PROVIDER**, the **COMPANY** is entitled to choose between the above mentioned indemnity and to claim that the **SERVICE PROVIDER** considers the business done in its own name as the Company's business and / or pass up the income obtained through this business, respectively its claim for income from the customers.

Art. 9. FINAL CLAUSES.

(1) This contract is ancillary to the existing service contract between the contracting Parties, but its effects are also produced after the date of termination of the service contract for a period of 3 years, respectively indefinite according to art. 2 (2)

(2) The provisions of this Agreement and any disputes, controversies or differences arising out of or in connection therewith shall be governed, interpreted and respectively settled in accordance with the Romania laws.

(3) The Parties shall endeavour, in good faith, to resolve amicably any disputes, controversy or differences arising out of or in connection with this Agreement. Unless an amicable solution is reached, the disputes, controversies, differences shall be settled by the competent Romanian courts in Brașov County.

(4) This convention constitutes a full understanding and Agreement between the Parties and supersedes any prior or current, written or oral representations, communications, understandings and Agreements between the Parties relating to the subject covered by this convention except for the service contract concluded with the **COMPANY**.

(5) This Agreement may be amended only in writing by both Parties, through additional acts.

(6) If one of the clauses of this Agreement is contrary to law or becomes ineffective as a result of the enforcement of an executive, legislative, judicial or other decree or public decision, it may be amended by the Parties but this will not affect the validity or applicability of the other contractual clauses that shall continue to be in force and produce legal effects as if the invalid or inoperative clause was not part of this Agreement at the date of its signature.

(7) The Parties understand that all communications may also be carried out by mail, not only by postal service attested by an acknowledgment of receipt, at the addresses indicated at the beginning hereby, and in the case of communication by mail, its realization is considered to be effective at the date of transmission, provided evidence is kept.

(8) The Parties ordered the drafting of the Agreement on the date of in 2 copies, one for each Party, guaranteeing and declaring that this is their free and uncorrupted will.

THE COMPANY,

Rode Quality Dienstleistungs-GmbH,

Mr./Ms.

by representative

Mr./Ms.

Signature_____

Witness: the signature was performed
in my own personal presence by

Name

Signature

Date

THE SERVICE PROVIDER,

Mr. / Ms.....

.....

.....

.....

Signature_____

Witness: the signature was performed
in my own personal presence by

Name

Signature

Date

I, undersigned, **MARCU-ORHEAN MIHAELA**, certified translator for English and German language, registered with No. 29624/2010 at the Ministry of Justice, certify the accuracy of the above translation from Romanian into English and its conformity to the text original/copy I supervised.

