

Confidential Disclosure Agreement (Non-disclosure Agreement)

INDIVIDUAL LABOR CONTRACT NO. 1588C/03.12.2021

CONFIDENTIALITY AGREEMENT

Nondisclosure, Assignment of Rights and Others

In consideration of my employment by **S.C. SAGUARONET S.R.L.** ("Developer") and the payment I receive from Developer during my employment, I, **Uivari Radu Iulian** with ID number **1990722203413**, agree as follows:

1. Definitions. For purposes of this Agreement,

- a) **Confidential Information** means (i) all business and technical data, any data or information or other materials relating to Developer's past, present or future business, including, by example and not in limitation, all ideas, production techniques, know-how, technical data, specifications, product plans, software code (regardless of form or media), programs, algorithms, test suites and protocols, formulae, research and development, personnel, financial information and customer lists, and (ii) all information or materials of any nature originating or received from any party other than Developer.
- b) **Development(s)** means any work product created during the course of performing, or resulting from, any task undertaken or work performed by any employee or contractor of Developer, either acting on his or her own or jointly with others, (i) in connection with the employee's work for Developer, or (ii) using, in whole or in part, any tools, facilities or other resources owned or controlled by Developer. Developments include, by example and not in limitation, ideas, inventions, processes, designs of articles (ornamental or otherwise), computer programs, software, code, documentation, written works, audio works, visual works and any other works of authorship, whether or not subject to patent, copyright or other forms of protection.

2. Obligations regarding Trust and Non-Disclosure, Non-Use and Return. I agree:

- a) Not to disclose any Confidential Information to any other party except Developer employees with a need to know such Confidential Information in order to perform work for Developer.
- b) Not to use Confidential Information for any purpose other than Developer's business purposes.
- c) Not to use, disclose or cause Developer or any Developer employees or contractors to disclose any third party information, unless Developer's General Manager (or other highest ranking officer) specifically authorizes me in writing to do so.

- d) To adhere to all security requirements of Developer and to those applicable additionally to any special security requirements governing the use, access, control, protection and/or dissemination of Confidential Information generally, or of any particular Confidential Information, including Confidential Information of any third party, concerning which Developer may advise me from time to time during the course of my employment.
- e) Not to incorporate any copyrighted, patented or other proprietary inventions, tools, code, programs, formulae, algorithms or other materials or information owned by others into my work, unless Developer specifically authorizes me in writing to do so; and
- f) Upon leaving my employment with Developer, to return to Developer all Developer's property and all third-party property, including all Confidential Information, drawings, computer programs, samples, documentation, notebooks, reports and other materials, regardless of form or media, and including all excerpts, translations and adaptations thereof.
- g) Not to reverse, engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Developer's Confidential Information.

3. Property right and intellectual property right. I agree that all rights in all Developments, to the creation of which I myself have contributed or collaborated to, belong entirely to Developer. I agree that the copyrights and other intellectual property rights in Developments created within the scope of my employment (as works made for hire) or using Developer property belong to Developer by operation of law, or to a party contracting with Developer, as a direct consequence of the fact that Developer provides organized working conditions, technical, material and intellectual conditions as well as permanent professional guidance for my entire work as an employee.

In case the intellectual property rights for certain Developments resulting from my work as an employee are not covered by operation of law, I agree to assign, and do hereby assign irrevocably, all my material and intellectual property rights in this particular category of Developments to the Developer or, at Developer's written direction, to a party contracting with Developer.

Works which are not the object of this Agreement are listed and described in the "Schedule of Separate Works," attached hereto and separately signed by me and by Developer. I agree not to use or include any part of the works listed in this Schedule in the materials I prepare or the work I perform for Developer, unless they are licensed or assigned to Developer for use under a separate written agreement and Developer has specifically instructed me in writing to use or include them.

4. Other obligations regarding the intellectual property rights. For all Developments assigned or which are subject to assignment by or under this Agreement, I will:

- a) promptly disclose them to Developer;
- b) upon Developer's request, promptly execute a separate assignment to Developer, or to a third party at Developer's direction, and execute other documents or take such other actions as Developer may reasonably request to

assist Developer or such third party in securing patent, copyright or other forms of protection in the United States or other countries. If I fail or am unable to do so, I hereby authorize Developer to do all things necessary to secure such rights.

- c) waive, and I do hereby forever irrevocably waive, any moral rights in or to any such Developments, and I further agree not to assert any such rights against Developer or against any party contracting with Developer or against any of their respective successors and assigns.

Developer, its subsidiaries, licensees, successors or assigns (direct or indirect) are not required to designate me as author of any Development. To the extent permitted by law, under the above mentioned circumstances, I agree not to assert my rights to such designation or to any additional rights to such designation concerning future modifications of such Developments.

5. Employer's rights regarding intellectual property. Developer shall have the right to assign any rights, assignments and representations made or granted by me in this Agreement. Such rights, assignments and representations will pass to Developer's successors and assigns or to the authorized successors and assigns of parties contracting with Developer.

6. Employee's general obligations. I agree to behave in such a way as to help Developer ensure compliance with laws and regulations of all governments under which Developer does business and with all the guidelines of Developer's Employee Handbook as amended from time to time and with any special work rules, procedures or other requirements lawfully agreed under contracts or other engagements Developer may enter into with third parties.

7. Fidelity obligation. I agree that during my employment with Developer I will comply with the permitted limitations under laws stipulating the conditions under which I am allowed to work for other Developers.

8. Non-solicitation and non-interference. I agree that I will not, during or after my term of employment with Developer, solicit or encourage any Developer employees to leave their employment with Developer, or solicit or encourage any Developer contractors to abandon their engagements with Developer, or, to the extent permitted by law, to otherwise interfere with the business of Developer or its relations with its employees, contractors, suppliers or customers.

9. Nullity effect. This Agreement supersedes all previous oral or written agreements with Developer on this subject. I agree that my obligations under Sections 2, 3, 4, 5, 8, 9, 10 and 11 of this Agreement survive my termination of employment with Developer for any reason. This Agreement can only be amended in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of Developer and Employee.

10. Employee's liability for damage. Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by the Developer as a result of Employee's breach of this Agreement.

11. Employee's disciplinary liability. I agree that my failure to comply with any of my obligations under this Agreement constitutes a reason for disciplinary action, including the termination of the work contract.

12. Agreement date. Concluded and signed in three original copies, one for each contracting party and one for the Timisoara Labor Department, today the 03.12.2021.
(Date)

Employee,

Developer,

Developer's Representative,

Name: Uivari Radu Iulian

Name: Riscuta Andrei Razvan

Position: Project Manager

Signature,

Signature,

Schedule of Separate Works

The following works were independently created by me prior to my employment with Developer:

[List Works. Attach additional descriptive documentation as necessary to fully identify the excluded Separate Work.]

Employee Agreement Regarding Separate Works

I agree that the above list is comprehensive and lists all works which are to be excluded from Developments under this Confidentiality Agreement. I agree that during the term of my employment with S.C. SaguaroNet S.R.L. I will not use any equipment, computers, materials or other resources of S.C. SaguaroNet S.R.L. in furtherance of the development of, or for making modifications to, the above Separate Works, nor use any work time for such purposes. I understand that my failure to honor these agreements regarding such Separate Works may compromise my ownership interests therein or in such further developments and/or modifications thereof, including causing them to be treated as Developments within the meaning of this Confidentiality Agreement.

Dated: 03.12.2021

Employee

Uivari Radu Iulian

S.C. SaguaroNet S.R.L.

Acknowledged:

Signature

Signature