



ACTINOLIX

NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Actinolix SRL (Romania) and Actinolix S.R.O (Slovakia), either one "ACTINOLIX, are IT Consultancy companies who provide contract opportunities for IT specialists (the "Consultant") to provide services either directly or via managed or personal service companies with ACTINOLIX's clients or those client's costumers (the client and their costumer shall be referred to herein as "Client"). The Consultant is an individual who wishes to take advantage of opportunities to provide services to Clients provided by ACTINOLIX. In pursuing such opportunities, ACTINOLIX will recommend the Consultant to its Client and will accordingly needs to disclose proprietary and confidential information and know-now to the Consultant. The Consultant understands and agrees that it is disclosure of information to the Consultant which enables ACTINOLIX to arrange interviews for the Consultants and to potentially directly or indirectly carry our services on a specific area or project (each an "Assignment") for the Client.

As a result of the above, ACTINOLIX is only willing to provide such opportunities to the Consultant in consideration for the mutual obligations set out here, in the "Agreement".

Restrictive Covenants

In consideration for providing the Consultant with the opportunity of the Assignment: the Consultant agrees that if the application was unsuccessful, then for a period of 6 month from interview, or if the application was successful, then for the duration of the Assignment and for a period of time exactly proportional to the length of the Assignment, to a maximum of 12 month following the Assignment's conclusion, the Consultant will not:

- a) Be engaged or employed by, or provide services to the Client or any third party involved with that Assignment, either directly or indirectly or through another agency or employer, without the prior written consent of ACTINOLIX;
- b) Disclose or discuss any details of the Assignment with any other parties without the prior written consent of ACTINOLIX. Furthermore, the Consultant shall advise ACTINOLIX if it is offered any engagement or employment by the Client, including details of any remuneration offered.

For clarity and interpretation, in this Restrictive Covenant clause, a third party means a third party directly involved with the relevant Client area or project only and the Client shall be understood as the legal entity with which ACTINOLIX had or has a contractual obligation to provide services, or, another Client or third party organization or firm which manages the Client's specific area or project. The parties agree that given the fluid and international nature of IT projects and contracting, interpreting this Restrictive Covenant, to be effective only within a particular geographical limit is inappropriate.

Confidential Information



The Consultant shall not disclose any proprietary or confidential information it receives or obtains (directly or indirectly) pursuant to an Assignment to any third party, save as is required in order to carry out an Assignment. Such information shall include (but is not limited to) any information relating to the business or technology of ACTINOLIX or Client, the name of Client, any third party, the existence of the opportunity or the Client's requirements.

Data Protection and Electronic Communication

In order for ACTINOLIX to provide the Consultant with opportunities to obtain Assignments, which the Consultant accepts is in its interest, it will be necessary for ACTINOLIX to forward information about the Consultant to the Client. The Consultant hereby expressly consents to the processing of its personal data (including any sensitive personal data) held or obtained or collected by ACTINOLIX and to the transfer of this data worldwide for the operation, administration, security arrangements and legitimate interests of ACTINOLIX in relation to any Assignment and in order to fulfill ACTINOLIX's obligations to the Consultant and Client.

The Consultant agrees and authorizes that communication between Consultant and ACTINOLIX, including electronic fax and e-mail will be made by electronic, means "Electronic Communication". ACTINOLIX and the Consultant accept that such Electronic Communication will contain sensitive commercial, technical and personal data and that it is technically inevitable that such Electronic Communication and the data it comprises, will be routed, stored, processed or hosted outside of the European Union. The Consultant therefore authorizes in signed this NDA that his/her personal data may be sent out of the European Union.

Slovakia – Act No. 122/2013 Coll. On Protection of Personal Data and on Changing and Amending of other acts.

I AGREE that Actinolix Company, S.R.O. Company (hereinafter referred to only as "Actinolix"). Will process my private personal data towards mediation a job (filing, editing, sorting and its providing to a third party whose identity will be communicated to me) in accordance with legislative act number 122/2013. Coll. The consent has the following wording: I hereby declare that all the data that I have included into my CV and job application have been provided voluntary to the Actinolix Company and they are true. At the same time, I agree to the registration and processing of the provided data by the persons authorized by the Actinolix Company and this for the purpose of and to the extent necessary for execution of a selection procedure concerning the position that I have applied for, or in order to establish pre-contractual relations under §10 (3) (b) of act no. 122/2013 Coll. I grant this consent for a definite period of time that will expire on the day the Actinolix Company intermediates a suitable job for me and/or it will last until the end of the warranty period granted to a future employer under the contract terms and conditions entered into by Actinolix and the future employer, or it will expire on the day on which I will apply for erasure of my personal data, or until the date the provided data cannot be updated. Upon withdrawal of this consent or upon expiry of the above period of the provided personal data cannot be updated, the Actinolix Company



will erase my personal data without any undue delay. The Actinolix Company has informed me about the rights stipulated by § 28 of act no. 122/2013 Coll., that regulates personal data protection and about the manner of their exercise, as well as about disclosure of personal data to a third party, i.e. a potential employer and Centre of Labor, Social Affairs and Family. The candidate also gives its consent to the use of his/her/ electronic contact details above, in order to provide commercial offers and promotional materials relating to the services and surveys realized by Actinolix in accordance with § 62 of act no. 531/2011 Coll., that regulates the use of electronic communications.

United Kingdom – Employment Agencies and Employment Business Regulations 2003

When pursuing the opportunities offered by Actinolix in the United Kingdom, the Consultant confirms the Conduct of Employment Agencies and Employment Business Regulations 2003 do not apply to an Assignment. The Consultant is free to opt back in to those Regulations by providing one month written notice. In accordance with the Regulations, if such notice is provided during an Assignment, it shall not take effect until that Assignment is finished.

This Assignment shall bind the Consultant irrespective of whether the Consultant carries out an Assignment via a managed or personal service company or as a sole trader and shall become binding either: (1) on signing this agreement: or (2) by conduct in respect of each Assignment when the Consultant agrees to be put forward for an interview with the Client to seek to obtain that Assignment, whichever or 1 or 2 is sooner.

This Assignment is governed by and to be construed in accordance with the law of the country in which the ACTINOLIX Company that initially presents the opportunity to the Consultant, is registered and ultimately is subject to the exclusive jurisdiction of the courts or other competent authority of the country in which the ACTINOLIX Company that is contracted with the Consultant is registered.

If any provisions of this Agreement is declared by a court or other competent authority to be void or unenforceable, it shall be amended to the minimum amount necessary to obtain validity of enforceability. For the avoidance of doubt, the remaining provisions of this Agreement shall remain in force and effect.

Romania – Users have the right to information

Actinolix is registered as personal data operator under number 28289.

According to the Law no. 677/2001, for the protection of individuals in regards to the processing of personal data and the free movement of such data, amended, Actinolix is required to manage safely and only for specified purposes, further personal data that you provide about you. The purpose of collecting personal data is the registration and transfer character of your personal data to prospective employers in order selection and hiring, advertising and marketing. Informations are recorded for use by the operator



and are communicated only within Actinolix companies or providers of marketing and advertising which in turn agree to maintain the confidentiality of personal data provided by you. Actinolix will not disclose any information about customers and website users or without receiving their express consent first in this regard. At the same time, can reveal information and personal data when it is expressly provided by law.

Collaboration, Training and software usage

I AGREE I will not distribute training material out of my personal use, not to resell and re-use.

I AGREE that ACTINOLIX (and Actinolix companies in abroad: Alexsysbosh LTD, Actinolix SRL, Actinolix S.R.O., Findmework Limited) can use my CV and modified project CV for the project bidding and to provide me interview with the project manager and to promote me on the project with their assistance in their best way possible.

I AGREE that Actinolix will use their sales websites (actinolix.com and findmework.com and sites belonging to findmework network <https://www.findmework.com/en/content/findmework-network>) to promote my skills and train me, using their training center and training sessions to improve my skills and to grow my career.

I AGREE that I will use Actinolix infrastructure cloud servers to train my skills, using software only for demonstration and evaluation purposes.

I AGREE that I will use licenses purchased by Actinolix only to relation to Actinolix business and any software by third party vendor that is licensed by Partnership, will not re-distribute and use for educational purposes.

I AGREE with all stated above.

NAME AND SURNAME

DATE

SIGNATURE