



INTERNAL REGULATION of  
S.C. ADOBE SYSTEMS ROMANIA S.R.L.

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## CHAPTER I – GENERAL PROVISIONS

### Art. 1

This Internal Regulation (IR) governs the employment relations within S.C. Adobe Systems Romania S.R.L. (Adobe / the Company / the Employer) and shall apply to all employees (Staff), regardless of the form of their employment contract: permanent or temporary Adobe employee, employee hired through a temporary work agency and assigned to work with Adobe, seconded or delegated employee, associate or service provider, students performing activities within the company, with the exception of those provisions that apply strictly to Adobe permanent or temporary employees (marked by the symbol\*).

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→ The employees hired through a temporary work agency and assigned to work with Adobe, seconded or delegated employees, associates or service providers shall abide by their own individual labor contracts concluded with their employer and by the other terms agreed with Adobe, in case of the other categories of staff.

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### Art. 2

All Staff shall comply with the rules of conduct and discipline, confidentiality, health and safety at work, emergency situations specific for the company, as provided in this IR.

### Art. 3

This IR contains provisions that comply with the Labor Code - Law no. 53/2003 and seek to ensure the appropriate environment for the performance of the specific activity by also considering the need for data and information protection.

### Art. 4

This IR shall become effective for the employees as of the date of its communication in electronic format at the e-mail address of each employee, as well as of the date of its publication at Adobe's headquarters.

### Art. 5

This IR was prepared with the participation of the employees' representatives. They may be supplemented by internal rules.

## CHAPTER II – RIGHTS AND OBLIGATIONS OF THE PARTIES

Section I – *Employer's rights and obligations, including in respect of health and safety at work (HSW)*

### Art. 6

The employer, represented by the company General Manager, as attorney in fact of the sole shareholder, has the following:

OBLIGATIONS
(a) To provide the employees with a workspace endowed with the equipment, materials and means necessary for ensuring the proper working conditions in order to achieve the performance standards required for the fulfilment of each employee's duties;
(b) To support and stimulate the employees' initiative and professional ability;*
(c) To pay the salary rights at the time and under the agreed terms.*
(d) To create conditions for the prevention and elimination of any causes and circumstances that may constitute a danger for the employees' health and safety or cause damages to the company property.
(e) To inform the employees of the working conditions and of any aspects regarding the employment relationship;
(f) To grant the employees all the rights provided under the law and under the individual employment contracts;*

(g) To regularly provide employees with information concerning the economic and financial situation of the company, save for sensitive or confidential information which, if disclosed, might affect the company business. Such information shall be provided annually;*
(h) To consult the employees' representatives in respect of any decisions that may have a substantial impact on the employees' rights and interests;*
(i) To pay all the contributions and taxes incumbent on it and to withhold and pay the contributions and taxes owed by the employees, as required under the law;*
(j) To create the personnel information ledger and to record all the entries provided under the law;*
(k) To issue, upon request, any documents certifying that the applicant is an employee of the company;*
(l) To ensure the confidentiality of the employees' personal data.

**Art. 7**

The employer has mainly the following:

RIGHTS
➤ to establish the company organization and operation;
➤ to establish the duties of each employee, as provided under the law;
➤ to issue mandatory instructions for employees, provided that they abide by the law;
➤ to control the manner in which the job duties are fulfilled;
➤ to ascertain whether disciplinary offences have been committed and take the appropriate actions, as provided under the law and IR.
➤ to establish the individual performance objectives as well as the evaluation criteria for their fulfillment.

**Art. 8**

In order to ensure the proper conditions for health and safety at work (HSW) and for the prevention of work accidents and professional diseases, the employer has the following OBLIGATIONS:

- ✓ to conduct/have an assessment regarding the health and safety hazards, including in respect of the groups that may be affected by specific hazards;
- ✓ to develop the prevention and protection plan and to ensure all the necessary measures meant to avoid and remove such hazards;
- ✓ to provide in the job description the employees' duties and obligations related to HSW, corresponding to each position;
- ✓ to issue its own instructions for the supplementation and/or application of the HSW regulations, considering the specificity of the jobs in their responsibility;
- ✓ to ensure the employees' information/training in the field of HSW and to check whether they acquire and apply such information;
- ✓ to ensure the constitution, organization and operation of the Health and Safety at Work Committee (HSC);
- ✓ to ensure the consultation and participation of the employees and/or their representatives in discussing HSW matters;
- ✓ to provide the designated employees/employees' representatives the necessary time and training in order to allow them to fulfill their duties in the field of HSW;

- ✓ to ensure the appropriate organizational framework and means for the health and safety at work, including the ergonomic layout of the workstations;
- ✓ to keep a record of the areas presenting high and specific hazards and to take appropriate measures so that the access is allowed only to people that have received and acquired proper instructions;
- ✓ to organize the prevention and protection activity by setting up the internal/external protection and prevention service;
- ✓ to employ only people that produce a valid medical certificate, as provided under the law;
- ✓ to take all the necessary measures to perform first aid procedures, extinguish fires and evacuate workers.

**Art. 9**

Art. 8 shall be applied in compliance with the following principles:

HSW Principles	Actions
evaluation, avoidance and removal of hazards →	ergonomic layout of workstations; constitution of the Health and Safety Committee;
progress of work technology and methods →	ensuring proper working conditions (lighting, temperature, ventilation) and welfare facilities (toilets);
individual and collective protective measures →	evacuation plans for emergency cases;
employees information and appropriate adaptation of work →	employees' training;

**Art. 10**

The employer shall ensure:

- a) the training and application by all employees of the legal provisions related to work safety;
- b) surveys and records of all workplace accidents and minor injuries suffered by employees;
- c) sanitary materials specific for the activity performed.

**Art. 11**

The employer shall organize the activity ensuring the health and safety at work, the training of its employees and provide insurance for all employees against workplace hazards and occupational diseases, as required under the law.

**Art. 12**

The training shall be performed upon employment, at the workplace and also regularly during employment for all employees, through specific methods, commonly agreed by the employer, HSWC and employees' representatives.

**Art. 13**

The training is mandatory before the actual commencement of the work (for new employees), upon changing the job or the type of work, upon the introduction of new equipment/technology, upon resuming the work after an interruption of over 30 working days, as well as in the event of changes in the relevant legislation.

**Art. 14**

The employer shall at all times control the condition of the materials and equipment used in the work process in order to ensure the employees' health and safety by also ensuring the conditions for first aid procedures in case of workplace accidents or other special situations.

**Art. 15**

The employer shall ensure the performance of the occupational medicine procedures by contracting medical services in order to provide free and compulsory checks for employees, both upon employment and on a regular basis (depending on the hazards and responsibilities specific for each job)\*

#### Art. 16

The employer ensures the appropriate conditions regarding the hygiene, protection of health and safety at work, including the protection of maternity at work, as per the Government Emergency Ordinance no. 96/14.10.2003 by also adopting the necessary measures in order to:

- a) prevent the exposure of female employees referred in this Article to risks that might affect their health and safety; and
- b) not to force them to perform duties that may harm their health, pregnancy or baby, as the case may be;
- c) the employer has the obligation to:

<ul style="list-style-type: none"><li>i. ensure a workplace without hazards for the health and safety of the female employee referred in the Government Emergency Ordinance no. 96/14.10.2003, as recommended by the family doctor or occupational physician, without affecting her salary rights.</li><li>ii. change the workplace of the female employees performing their duties exclusively standing or sitting, respectively, so as to provide them at regular intervals with rest breaks and facilities for sitting or moving, respectively – as recommended by the family doctor or occupational physician; - if for objective reasons the employer is unable to fulfill such obligation, the female employee is entitled to take an early maternity leave, as provided under the law;</li><li>iii. ensure, based on the family doctor recommendation, for a pregnant employee, who is unable to work during the entire duration of the working hours due to reasons related to her own health or her fetus' health, the right to have her normal working hours reduced by a quarter, by maintaining her salary rights that are fully supported from the employer's payroll funds, as per the legal provisions regarding the public pension system and other social security rights;</li><li>iv. grant the pregnant female employees time off for ante-natal examinations of maximum 16 hours/month, as provided under Art. 2, letter f) of the Government Emergency Ordinance no. 96/14.10.2003, if such examinations may be undertaken only during the working hours, without loss of pay;</li><li>v. grant the breastfeeding employees, during the working hours, two breastfeeding breaks of one hour each, until the child is one year old. These breaks shall also include the time necessary for the roundtrip to the location of the child;<ul style="list-style-type: none"><li>✓ upon the mother's request, the breastfeeding breaks will be replaced with the reduction of her normal working hours by two hours every day;</li><li>✓ the breaks and the reduction of the normal working hours granted for breastfeeding shall be included in the working time and shall not diminish the salary, being fully supported from the employer's payroll funds;</li></ul></li><li>vi. ensure within the unit special breastfeeding rooms that meet the appropriate hygiene conditions required under the sanitary regulations in force;</li></ul>
<p>vii. no female employees may be forced to perform night work and if the health of the female employees referred in Art. 2 letters c)-e) of the Government Emergency Ordinance no. 96/14.10.2003 is affected by the night work, the employer shall, upon request, transfer them to daytime work, by maintaining their gross monthly basic salary (<i>the employee's request shall be accompanied by a medical document specifying the period for which her health will be affected by night work</i>) –where such a transfer is not objectively feasible, the employee shall be granted early maternal leave and allowance, as provided under the law.</p>

#### Section II – Employee's rights and obligations, including in respect of health and safety at work (HSW)

#### Art. 17

In order to prevent workplace accidents, occupational diseases, technical failures and fires, the employees have the following OBLIGATIONS:

1. To make correct use of the technical equipment and to use the individual working and protective equipment according to the purpose for which they have been provided;
2. To take part, in a prompt and organized manner – in the event of an accident - in the rescue of the people affected, in the performance of the first aid procedures, in extinguishing fires or in other emergency actions that may be needed;
3. To cooperate with the company management and/or employees with duties in the field of health and safety and fire prevention, for as long as necessary, in order to fulfill any task or duty required for the prevention of accidents and fires;



4. To carry out their activity in compliance with their training and education as well as with the instructions received from the employer so as not to expose to workplace hazards or occupational diseases their own person or other persons that may be affected by their actions or omissions during the work process.

**Art. 18**

The employee shall commence his/her work only after the general induction training regarding Health and Safety at Work and Emergency Situations has been conducted, within which the provisions of the IR applicable to HSW shall be approached.

**Art. 19**

The IR instructions require each employee to protect his/her own health and safety as well as the health and safety of the other employees of the company, having the following OBLIGATIONS:

POSITIVE → THE EMPLOYEE SHALL
(a) Acquire and comply with the rules and instructions related to the health and safety and fire prevention, including the measures for their implementation;
(b) Abide by the working hours established by the employer and use the working time exclusively for the fulfilment of their job duties;
(c) Abide by all the company policies, including the global policies, such as: the Code of Business Conduct, the Travel and Travel Expenses Policy, the Electronic Communication Policy, the Personal Data Protection Policy, as well as the other Adobe global policies that may be accessed on the company Intranet (Adobe Policies); they may also be communicated to the employees in electronic form upon request;
(d) Fulfill his/her duties in a professional, loyal, honest and conscientious manner and refrain from any actions that may cause damages to the company;
(e) Undertake the compulsory annual medical examination;
(f) Acquire and comply strictly with the work instructions and the technological process established for his/her job;
(g) Study and acquire new techniques and technologies of work in order to enhance and improve the quality and productivity of his/her work;
(h) Work so as not to expose themselves and their colleagues to any workplace hazards or occupational diseases;
(i) Be legally liable in connection with his/her duties deriving from the position held, as well as with the duties delegated to him/her;
(j) Stop work and inform the management of any technical malfunction or any other situation that may constitute a workplace hazard or occupational disease;
(k) Inform the hierarchical superior of any non-compliance with the regulations and instructions in force and help with the elimination thereof;
(l) Use any equipment and other company property, as well as all any information received or materials etc., in the interest of the company only;
(m) Make correct use (or request instructions if necessary) of the company equipment or the equipment provided by the company;
(n) Have a civilized behavior so as not to offend any other company employees or associates;
(o) Not disturb the other employees while performing their duties and keep silence in the open workspace;
(p) Abide by all the hygiene and safety at work rules;
(q) Keep clean both workspace and kitchen area;
(r) Inform the company management of any bribing attempt by a third person pursuing a purpose that constitutes a violation of the law in the activity performed by such employee;
(s) Abide by any checks ordered by the management, conducted in such a manner as not to

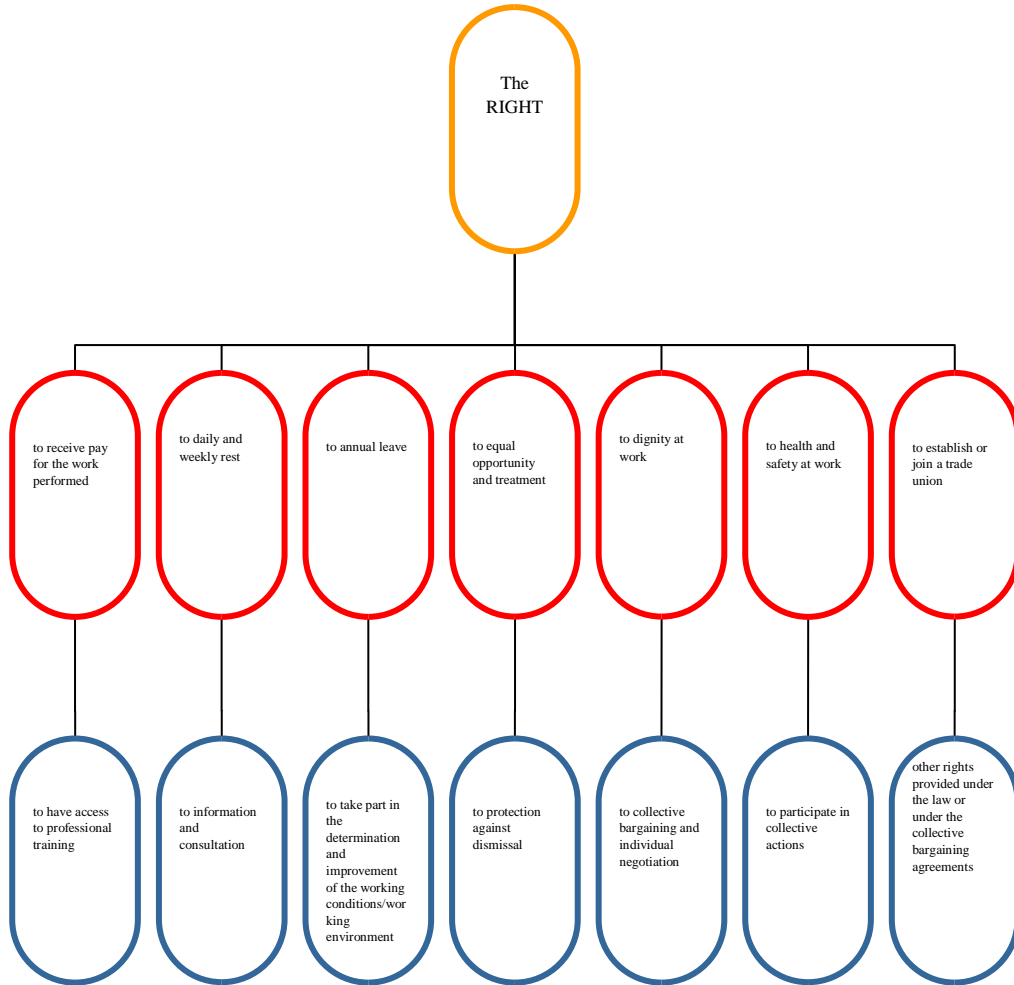
constitute an abuse against the employees or affect their dignity;
(t) Fully abide by the legislation specific to the relevant line of business and make no changes to the work equipment received;
(u) Observe his/her status as an employee of the company and not abuse it in the relationships with third parties;
(v) Abide by the instructions and rules regarding the access in the unit in which he/she works or in other units/premises of the company;
(w) Acquire and comply with the provisions of the individual employment contract, IR and any orders or decisions issued and communicated by the management or hierarchical superior regarding his/her activity and fully abide thereby, as he/she may not be exonerated from liability on the ground of being unaware of such provisions;
(x) Maintain strict confidentiality with respect to his/her salary, benefits and other sensitive information;
(y) Immediately inform the employer or the designated persons of any work situation that he/she deems to constitute a workplace hazard;
(z) Cooperate with the employer or the designated persons in order to create a safe and hazard-free working environment.

<b>NEGATIVE/ PROHIBITED → the Employee</b>	
i.	SHALL NOT, directly or indirectly, solicit/accept gifts or other undue benefits in order to facilitate the issue of an instrument (document) related to their job duties or to perform an action that is contrary to such duties;
ii.	SHALL NOT drink alcohol on the company premises, save for the special events organized by the company;
iii.	SHALL NOT eat in the open workspace any food which due to its smell or noise may affect the working conditions and productivity, as well as the proper performance of the work;
iv.	SHALL NOT behave in an aggressive manner, verbally, physically or psychologically;
v.	SHALL NOT disconnect, change, move or modify the safety devices of the technical equipment and shall not perform any other dangerous actions;
vi.	SHALL NOT use for personal benefit, convey or disclose in any way or make unauthorized copies of any documents, notes, plans, sketches, data or other elements concerning the company business;
vii.	SHALL NOT install any games or software that are neither related to his/her work nor authorized by the hierarchical superior;
viii.	SHALL NOT conduct – on the premises – gambling activities or other actions unauthorized by the company, including the playing of games using the company's equipment;
ix.	SHALL NOT display pictures, advertisements, images, texts or any other elements unauthorized by the company;
x.	SHALL NOT commit any acts that may jeopardize the safety of the premises, employees or their own person or any other actions that may cause damages to the company.
xi.	SHALL NOT enter into relationships with individuals or legal entities that may entail binding obligations for the company, other than those deriving from the job duties or powers received by delegation from the company management;
xii.	SHALL NOT smoke (including electronic cigarettes) on the premises or in other than those specially arranged for this purpose outside the building;
xiii.	SHALL NOT consume, distribute or facilitate the introduction on the company premises of alcoholic beverages, hallucinogenic substances, as well as of any other substances prohibited by the law and shall not appear for work under the influence of alcohol or the abovementioned substances.



**Art. 20**

The employees enjoy all the rights provided under the law, the individual labor contract and IR, concerning mainly:



*Section III –Rules concerning the compliance with the principle of non-discrimination and elimination of any form of dignity violation*

**Art. 21**

The work relationships within Adobe are based on the principle of equal treatment of all employees and any direct or indirect discrimination against any employee based on sex, sexual orientation, genetic characteristics, age, national origin, race, color, ethnicity, religion, political option, social origin, disability, family status or responsibilities, trade union affiliation or activity is strictly forbidden. Any acts or deeds apparently based on other criteria than the ones provided herein but which eventually lead to a direct discrimination are deemed to constitute indirect discrimination.

**Art. 22**

Any form of harassment, during the working hours, at the workplace or outside the workplace, including harassment through hostile physical or verbal behavior, as well as any sexual harassment by means of unwanted conduct consisting in physical contact, words, gestures, offensive visual materials, demands for sexual favors or



any other conduct with sexual connotations or indecent means affecting the dignity, physical and mental integrity of the people at the workplace is forbidden.

**Art. 23**

Any act of harassment constitutes a gross misconduct and is sanctioned as provided under the law and these IR.

**Art. 24**

All employees shall abide by the rules of conduct and are legally liable for any violation thereof.

**CHAPTER III –WORKING TIME**

**Art. 25**

The standard working time for full-time employees is of 8 hours/day (12 hours/day for the employees working in shifts/from 2 to 4 hours/day for part-time employees) and 40 hours/week, respectively (part-time employees from 10 to 20 hours/week), it is performed during the 5-day week, with 2 days rest; working time will not exceed 48 hours/week, including overtime.

**Art. 26**

The actual method of establishing the distribution of the uneven working hours during a 40-hour week as well as during the compressed working week shall be provided in the individual employment contract or as an annex thereto and any individual derogation from such working hours may be approved only by the company management.

**Art. 27**

The employer may establish individualized working hours as per Art. 109 and 111 of the Labor Code, with the consent or at the request of the employees, which means a flexible manner of organizing the working time, as provided below:

Working time / day	Description
1. Fixed period →	during which all the employees are simultaneously present on the company premises, according to the fixed working hours and by observing the daily working time;
2. Variable/ flexible period →	during which an employee may choose the hours for coming to and leaving from work, according to the fixed working hours and by observing the daily working time;
→ Due to the specificity of certain type of work, there are some categories of employees that may not work during the normal working hours and for such categories, the length of the working time shall be established, as per the legal provisions, by the company management.	

**Art. 28**

In order to carry out the company specific activities, the regular working hours shall be (save for the work in shifts or other special situations):

Days	Fixed Time Interval	Meal Break	Time Interval
<b>Monday – Friday</b>	9.00 – 18.00	60 minutes	13.00-14.00
→ For the employees with special/part-time working time, the working time interval is provided in the individual employment contract but it may be changed with the parties' consent.			
→ The daily interval and the hours during which the activity is carried out may be changed by the company, depending on the business requirements, and shall be communicated to the employees by being posted at the company headquarters or by email or intranet.			
→ Any extension of the meal break time (and of the reasonable rest periods) means the reduction of the working time necessary for fulfilling the job duties and sanctions shall be applied as provided herein.			



**Art. 29**

The manner in which the employees' records are kept shall be established by the company management which shall keep a record of the days worked by each employee and submit such records to the labor inspectors whenever required to do so.

**Art. 30**

The employees' attendance record is kept by filling in the exceptions, namely the days of absence and in respect of the periods during which the employee is not present on the premises, he/she has to justify the absence and his/her absence shall not be deemed unjustified if the employee:

(a) works from home, under the procedure in place described in the document related to the "Work from home program" whereby the employees are granted maximum 20 days/year during which they may work from home on the condition of placing an application in the electronic service of the HR System (*People Resources*) and its prior approval by the hierarchical superior, as per the limits provided below:

- ✓ the maximum number of days/month is 4;
- ✓ the maximum number of days/year is 40 days for the female employees referred in the article concerning the protection of maternity, and 20 days for the other employees, any exception being possible only if approved in writing by the hierarchical superior;
- ✓ no daily fractions shall be introduced in the system;
- ✓ for the days worked from home the employees shall receive meal vouchers;

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(b) Takes his/her annual leave or travels on business, based on an application placed in the system having the prior approval of the hierarchical superior;

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(c) Takes unpaid leave, based on an application approved by the hierarchical superior with 2 days in advance and submitted to the HR Department before leaving and by placing a request in the system\*

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(d) Takes paid time-off for life events, according to the application placed in the system and to the additional supporting documents (if applicable), approved in advance by the hierarchical superior and submitted to the Human Resources Department before leaving\*;

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(e) Takes sick leave and has notified the HR Department within 24 hours from the issue of the medical certificate and has placed an application in the system;

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(f) Takes a paid day-off for donation of blood by producing the proof issued by the blood donation center and the application placed in the system. If no such proof is produced, the employee's absence shall be deemed unjustified.

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(g) The employee is summoned in court on a certain date and at a certain time and submits a copy of the summons, at least 2 working days in advance, to the Human Resources Department or to the hierarchical superior.

**ATTENTION!**

**Failure to place an application in the system is considered unjustified absence and shall be sanctioned as per the provisions hereof.**

**Art. 31\***

The hierarchical superior of an employee may approve leaves of absence which are considered paid days off and for which meal vouchers are not granted.

**Art. 32**

The unjustified time together with the employee's absence from work shall be deemed unjustified absence and the accumulation of 3 unjustified absences during 3 months may lead to penalties against the employee, as per these IR.



**Art. 33**

The employee must notify the sick leave within 24 hours, the medical certificate having to be submitted to the HR Department within 3 days from its issue. If within 3 days from the interruption of work, the employee neither notifies the medical condition occurred nor proves the impossibility to make such notification, after a preliminary investigation is conducted, he/she may be penalized under Art. 247 of Law no. 53/2003 and under the provisions hereof.

**Art. 34**

If the work incapacity occurs during the annual leave or the unpaid leave, the employee shall receive a temporary incapacity benefit. The annual leaves will be interrupted and the unused days rescheduled.

**Art. 35**

Failure to abide by the rules regarding the deadlines for the notification of the temporary incapacity to work and the submission of the sick leave certificate to the HR Department constitutes a justified reason for refusing the payment of the temporary incapacity benefit.

**CHAPTER IV – REST PERIODS AND OTHER LEAVES**

**Art. 36**

The employees are entitled to a paid annual leave. The minimum length of the annual leave in this company is of 21 working days. Additionally, for any public holidays falling during weekends, other days off shall be granted in compensation to all full-time employees working evenly distributed working hours (including the work in shifts).

**Art. 37\***

The company grants the employees working based on an indefinite employment contract an extra day of annual leave, depending on the employee's length of service with the company, as follows

3 years – 1 day;
5 years – 1 day;
10 years – 1 day;
15 years – 1 day;

**Art. 38**

In the event an employee fails to take the annual leave, such right is not lost as the employee is entitled to use any number of days remained from the annual leave, as provided under the law. The number of the annual leave days that may be carried forward to the following year is the maximum, by also considering the employee's length of service with the company. The payment in lieu of unused annual leave is permitted only in case termination of the individual employment contract.

**Art. 39**

During winter holidays, between Christmas and New Year's Eve, Adobe office is closed and for this period, the employees shall place in the system applications for leave (except for those working in shifts) and such days shall be deducted from the remained days from the annual leave they are entitled to, the employees that have no unused annual leave days shall apply for unpaid leave for that period (public holidays: 25 and 26.12 / 1 and 2.01).

**Art. 40**

If during the period in which the office is closed certain employees, due to the nature of their activity, are required to resume work, they shall place in the system applications to work from home (except for the work in shifts that is performed from the office only) and the respective days will be considered as days worked without being deducted from the legal annual leave.

**Art. 41**

The annual leave may be interrupted, at the employee's request, for well-grounded reasons. The employer may call back the employee from the annual leave in case of a force majeure event or for urgent matters that require the presence of the employee at the workplace and in such case, the employer shall bear all expenses of the employee and his/her family related to the return to the workplace as well as any possible damages incurred by him/her as a result such annual leave interruption.

**Art. 42**

For special events, the employees are entitled to receive paid days off that are not included in the length of the annual leave:

Special events	Free days
Employee's marriage	→ 5 days
Marriage of the employee's child	→ 2 days
Birth of a child	→ 5 days + 10 (if the employee has attended an infant care course, as provided under the law)
Death of spouse/children/parents/ parents-in-law	→ 3 days
Death of grandparents/brothers/sisters/brothers in law or sisters in law	→ 1 day
Donation of blood	→ 1 day

**Art. 43**

In order to deal with certain personal matters, the employees may take unpaid leaves of maximum 30 days/year. Management (without the employer's obligation to provide a reason and without such derogation being deemed to constitute a precedent which binds to approve any subsequent requests for identical or similar cases), may approve the extension of the unpaid leave over the 30-day period, on the condition that:



**Art. 44**

In addition to Art. 43, the employees are entitled to take unpaid leave of maximum 30 days, granted once, for the preparation and presentation of the graduation thesis in higher education institutions. This leave may also be granted fractionally, at the employee's request, and it may be rejected only if the employee's absence would seriously affect the company's business.



**Art. 45**

The period of the unpaid leave is not considered length of service as this time is not considered assimilated to a worked time under the relevant legislation.



## CHAPTER V\* – SALARY AND OTHER INCOME

### Art. 46

The salary represents the consideration for an activity performed by the employee under the individual employment contract and includes the basic salary, allowances, increments and other benefits.

### Art. 47

The salary is paid in money, once a month, generally on the 27<sup>th</sup> day of each month (any exceptions being usually in favor of the employees) directly to the holder of the right. The payment of the salary is proved by the signature on the pay roll and by other supporting documents proving that the payment was made to the employee, such as the confirmation of the bank transfer in the bank account specified by the employee.

### Art. 48

Any other type of income, bonuses or benefits in kind shall be granted as per the Benefits and Compensation Policy of Adobe, in line with the eligibility criteria described in the policy implementation procedures (the employees shall be notified of any changes by means of an internal notification).

### Art. 49

For the employees who are on maternity/paternity leave, the company shall compensate, for a certain period of time, the difference between the basic individual salary and the legal benefit they are entitled to. The period for which such compensation is granted shall not be shorter than 6 weeks. The salary differences shall be granted from the payroll funds.

### Art. 50

For the birth of each child, either the mother or the father, in their capacity as employees of Adobe, shall receive a bonus equal to one average salary at the company level (subject to tax). The bonus will be paid at the first payment of the salary after the receipt of the employee's application to which a copy of the birth certificate shall be enclosed. In case of twins or triplets, the bonus will be granted for each child. If both parents are employees of Adobe, only one parent is entitled to receive the bonus. If the father, as an Adobe employee, applies for such bonus, he shall submit a written statement from his wife confirming that she has not received such benefit from her employer.

### Art. 51

During the suspension of the individual employment contract due to parental leave for raising children and childcare, the employees may choose to maintain certain benefits such as: the medical subscription and the medical insurance – on the condition they pay the related contributions. If during the suspension of the employment contract the employees wish to suspend such benefits, they shall apply in writing for the suspension thereof.

### Art. 52

The employee's family will receive an allowance (subject to tax) from the company:

amounting to 2 average monthly salaries at the level of the company → in case of the employee's death;

amounting to at least 3 average salaries at the level of the company → if the death was the result of an accident related to the employee's work or of an occupational disease;

The allowance shall be paid in the specified bank account → in the following order:

- to the surviving spouse,
- to children having reached the age of majority or
- to the employee's parents,
- to other heirs, under the terms of the common law

on the condition that the application is submitted by the entitled person:

- within 30 days from the date of such death;
- it is accompanied by the death certificate;
- documents proving the family relationship (copy);
- a bank statement specifying the bank account in which the allowance shall be paid.

→ The company shall pay an average salary at the level of the company upon the death of an employee's spouse or of a first degree relative that was a dependent of the employee.

→ The employees who suffered the death of a first degree relative shall receive a burial allowance from the company amounting to 2000 RON/ death.

#### **Art. 53**

An employee retiring after reaching the retirement age shall receive an allowance of at least 2 basic salaries equal to the salary received by such employee during the month of retirement.

### **CHAPTER VI – WORK RELATIONS**

#### **Art. 54**

Within the work relations among the company's employees certain relationships of administrative hierarchy and operational subordination are created and within the administrative hierarchy relationships, each employee shall be directly subordinated to the General Manager.

#### **Art. 55**

Within the operational subordination relationships, the employees are subordinated according to their line of specialization at different levels of the company organization. The administrative hierarchy relationships and the operational subordination relationships are set out in the job description for each category of staff.

#### **Art. 56**

The employees shall carry out any instructions received in a precise and timely manner. If an employee receiving an instruction considers it to be illegal, he/she shall immediately inform the person who gave it of the consequences thereof and if that person maintains such instruction, the employee, acting on his/her own responsibility, may refuse to carry out such instruction by immediately informing the hierarchical superior of the person giving it. Any information conveyed shall be accurate and provided within the deadlines set or in due course whenever the employee acts on his/her own.

#### **Art. 57**

The work relationships are both collaboration relationships between the employees and representation relationships, as such are described in the job descriptions.

### **CHAPTER VII – OTHER DUTIES AND OBLIGATIONS OF THE PARTIES**

#### **Art. 58\***

Each employee, on his own initiative, shall immediately provide the company with any information regarding their personal situation, health and family if such information is of interest for both himself/herself and the company, such as:

- any change in the personal data (name, ID card, residence, phone number, marital status etc.) as well as in respect of the number of children and their status;
- any change in the statement concerning the dependents;
- obtainment or loss of certain social security rights (sick leave, disability certificate, medical retirement, loss or regain of the work capacity, pregnancy, childcare etc.);
- any change in the data concerning the compatibility between the status of employee and the employee's private activities (shareholders in lines of business competing with the company's business).

→ The company shall be in no way liable with respect to any consequences resulted in the event the employee fails to make the abovementioned notifications.

#### **Art. 59**

The employees who desire to conduct secondary activities (concurrent positions) may request and receive (after an assessment made by the company) the management's approval but only if the basic activity laid down in the individual employment contract is not affected and such employee does not act as a competitor.

#### **Art. 60**

Employees are entitled to file any complaints in connection with their direct superior or another person with whom they have entered into a relationship of collaboration or subordination (as per Chapter IX of the IR) if they feel themselves restricted, harmed or ignored in the work performed or if they consider that any of their rights are impaired.

### **CHAPTER VIII – ACCESS ON THE COMPANY PREMISES**

#### **Art. 61**

Employees' access on the company premises shall be made based on an employee ID badge, issued and approved by the management. The holder must not use or lend the ID badge in order to grant unauthorized access to another person.

#### **Art. 62**

Stolen, missing or damaged ID badges shall be immediately reported to the employer. To this end, the holder of the ID badge shall contact the company by phone (+40 (21) 312 5312) and the Security Department (Security: +1 408-536-4444) or by e-mail (*badge@adobe.com* and *security@adobe.com*).

#### **Art. 63**

The ID badges, their covers or duplicates may be made and issued by the Security Department only and shall remain the employer's property. The holder of an ID badge shall hand it in upon the termination of the individual employment contract or in the event the access is suspended or revoked.

#### **Art. 64**

Employees' access outside the normal working hours is permitted only if the internal procedures are complied with.

#### **Art. 65**

Visitors are allowed strictly in the department they prove to have business with. The department receiving visitors shall greet/accompany them on the premises, record their data in the access register, make the necessary formalities for granting them access on the company premises and inform them of the rules concerning HSW and emergency situations.

### **CHAPTER IX – THE PROCEDURE FOR RESOLVING THE EMPLOYEES' INDIVIDUAL GRIEVANCES OR COMPLAINTS**

#### *Section I – The complaint*

#### **Art. 66**

Any employees who consider that their lawful rights and interests have in any way been impaired may inform the employer in relation thereto and request a settlement by submitting a complaint as per the procedure





described herein or by contacting the Compliance Department (email [Integrity@adobe.com](mailto:Integrity@adobe.com)), having also the possibility to send a report/complaint by means of the integrity portal within the company (Business Ethics Hotline) where they have the option to remain anonymous (to the extent permitted by the law).

**Art. 67**

The complaints shall be made in writing by the employees and submitted at the HR Department (e-mail contact: [erc@adobe.com](mailto:erc@adobe.com)) within 5 working days from the date when the situation occurred.



Any failure to comply with the conditions and submission term may result in the non-consideration of such complaint.

**Art. 68**

The decision concerning the settlement of the complaints submitted by the employees rests with the company General Manager, who shall reach a decision within 15 days from the time of notification made as provided herein.

Section II – *The disciplinary committee*

**Art. 69**

With a view to resolving the complaint, the General Manager shall, based on a decision, appoint a committee (or a person authorized to conduct the investigation), expressly established for this purpose which shall mandatorily include the hierarchical superior of the employee filing the complaint, the legal counsel of the company and a representative of the Human Resources Department. The employee filing the complaint or the person against whom such complaint is filed may not be members of the committee.

**Art. 70**

The committee will conduct hearings of the employee who filed the complaint as well as of any other people involved in the matter and will take written notes or draw up minutes, as per the terms of this Regulation.

**Art. 71**

The attendance at hearings by the person who made the complaint as well as by any other people involved shall be made based on a convening notice sent by the committee which shall specify the date, venue and time of the hearing as well as the matter for which the hearing is convened.

**Art. 72**

Any refusal of the employee who made the complaint to attend the hearing and his/her refusal to answer the committee's questions in writing or, if applicable, to sign the minutes taken on this occasion shall entail the rejection of the complaint and such complaint shall be deemed unfounded.

**Art. 73**

The unjustified refusal of the other employees involved in the matter to attend the hearing convened as well as their refusal to answer the committee's questions in writing or, if applicable, to sign the minutes taken during hearings shall constitute a disciplinary offence and shall lead to disciplinary actions being taken against such employees.

**Art. 74**

The employee who made the complaint may be accompanied by an advocate and may participate in all the committee's works, based on an express and substantiated request in this respect, but only if the committee finds such participation necessary and appropriate.



**Art. 75**

The activity conducted by the committee (or person) expressly appointed as per Art. 69 shall be recorded in the minutes of the meetings and finalized with a report containing the substantiated proposal for the complaint resolution to be submitted to the General Manager who shall decide either to admit the complaint and, in this case shall immediately take all the necessary actions for resolving the issue, or reject the complaint which will be deemed unfounded.

**Art. 76**

The General Manager shall notify the employee in writing, within the timeframe provided under Art. 68, of the decision reached, including of the actions to be taken in order to resolve the complaint if the complaint is admitted or of the reasons for which the complaint was considered unfounded, if the complaint is rejected.

**CHAPTER X – DISCIPLINARY ACTIONS**

**Art. 77**

A disciplinary offence is a work-related offence consisting of a willful action or inaction of an employee in breach of the legal provisions, the Internal Regulations, the individual employment contract, the statutory orders and instructions of their hierarchical superiors, the employer being entitled, under the law, to take disciplinary actions against employees after finding that a disciplinary offence has been committed.

**Art. 78**

The disciplinary actions that may be taken by the employer whenever an employee commits a disciplinary offence are as follows:

<b>SANCTIUNI:</b>
❖ verbal warning
❖ written warning
❖ demotion, including the payment of the salary corresponding to the lower rank to which the demotion was ordered, for maximum 60 calendar days
❖ a reduction of the basic salary by 5-10% for 1-3 months
❖ a reduction of the basic salary and/or, where applicable, of the management benefit by 5-10% for 1-3 months
❖ termination of the individual employment contract for cause (dismissal for reasons incumbent on the employee)
→ If the employee's acts are committed in such a manner as to result in material damages for the company or the employee has perpetrated other criminal offences, the management shall inform the competent police or judiciary bodies and in such case the provisions of the Criminal Code or of the Civil Code, as the case may be, shall apply.

**Art. 79**

Any willful noncompliance by the employees with their job duties, including the company's Code of conduct, constitutes a disciplinary offence and disciplinary action shall be taken accordingly, irrespective of the job or position occupied by the person committing such action.

**Art. 80**

In order to determine the appropriate disciplinary action, the seriousness of the employee's disciplinary offence shall be weighed by considering:



**Art. 81**

Any disciplinary actions referred herein shall be taken only after conducting a preliminary investigation of the allegations, as provided under the law and this Internal Regulation.

**CHAPTER XI – RULES CONCERNING THE DISCIPLINARY PROCEDURE**

**Art. 82**

Under the penalty of absolute nullity, no action except for the “written warning” may be taken before conducting the preliminary disciplinary investigation.

**Art. 83**

For any preliminary disciplinary investigation, the following conditions are required:

- (a) The employee's notification in writing by a person appointed by the employer to carry out the investigation, giving details on the matter to be investigated and the date, time and venue of the meeting, with at least 5 days in advance.
- (b) The employee's right to prepare and support any arguments in his/her favor during the entire investigation by presenting any evidence and reasons deemed necessary as well as the right to be assisted, upon request, by an advocate, a representative of the trade union he/she belongs to or one of the employees' representatives;
- (c) The employee is entitled to be informed of all the acts and allegations and to request any proof that he/she may deem necessary for defense purposes;
- (d) The employee's failure to attend the meeting convened as per letter (a) above, without providing satisfactory explanation, shall entitle the employer to impose the disciplinary penalty without carrying out the preliminary disciplinary investigation.

→ The committee appointed to carry out the preliminary disciplinary investigation shall require a written notice from the employee undergoing the hearing, presenting the employee's view of the alleged disciplinary offence as well as the circumstances called in his/her defense.

**Art. 84**

The employee's convocation shall be deemed to have been made if the convening notice has been delivered at the domicile or residence notified to the employer upon the conclusion of the individual employment contract or at the latest address notified, as well as if it has been delivered at the workplace or by e-mail.



**Art. 85**

The disciplinary penalty is imposed based on a decision issued in writing, within 30 calendar days from the notification concerning the fact that a disciplinary offence was committed, but no later than within 6 months from the date when the offence was committed and the said decision must include the following:

- i. a description of the action constituting a disciplinary offence;
- ii. a presentation of the provisions contained in the staff regulation, Internal Regulation and individual employment contract that have been breached by the employee;
- iii. the legal ground based on which the disciplinary penalty is imposed;
- iv. the reasons for which the defenses submitted by the employee during the preliminary disciplinary investigation were dismissed;
- v. the time limit for lodging an appeal against the disciplinary action;
- vi. the competent court for lodging the appeal;

**Art. 86**

The decision concerning the penalty imposed shall be notified to the employee within 5 calendar days from its issue and shall take effect from the date of notification (the date confirmed by the signature of receipt or, in the event its reception is refused, by a registered letter delivered at the domicile or residence communicated by the employee) and an appeal may be lodged against such decision within 30 calendar days from its notification, before the court in the jurisdiction of which the plaintiff has his/her domicile or residence.

**Art. 87**

The disciplinary penalty shall be lawfully deleted after 12 months from its imposition if no other disciplinary sanction has been imposed on the employee during this time. Any deletion of the disciplinary penalties shall be established under a written decision of the employer.

**Art. 88**

Beside the disciplinary liability, the employee has a material liability towards the employer, under the rules and principles of the contract liability, for any material damages caused in connection with his/her work.

**Art. 89**

Under the rules and principles of the contract liability, the employer shall compensate the employee if the latter has suffered any material damage as a result of the employer’s fault while performing his/her duties or in connection with his/her work. Any amendment of the Internal Regulation shall be subject to the information procedure.

**CHAPTER XII\* – CRITERIA AND PROCEDURES FOR THE EMPLOYEES' PERFORMANCE APPRAISAL**

**Art. 90**

The performance of the employees shall be appraised by the hierarchical superior at the following time intervals:

Appraisal	Method
On a regular basis →	by means of the continuous appraisal and performance indicators set for each type of activity/project;
For the permanent performance appraisal conducted on a regular basis, the 3 main appraisal categories provided below are used, which shall be weighed according to the business requirements and objectives set.	
<b>Main appraisal categories:</b>	
→ Achievement of results	→ Use of knowledge and skills
→Acquisition of Adobe values	
For each job in the organizational chart, the elements will be detailed in the specific job descriptions presenting the nature of the job and the types of objectives/results specific for that job.	
The results of the performance appraisal may be used for: (a) selection of employees for promotion; (b) selection of employees prior to a collective dismissal; (c) selection of appropriate performance employees.	



**Art. 91**

The employer shall apply the performance appraisal criteria in an objective, fair and non-discriminatory manner, in compliance with the provisions of Law no. 202/2002 on equal opportunities between women and men and the individual performance appraisal of the employees shall be conducted hierarchically, by the direct superior of the employee and endorsed by the superior supervisor.

**Art. 92**

Any objections may be submitted to the HR Department within 3 days from the receipt of the appraisal, otherwise any rights to object will be cancelled, and shall be analyzed and resolved within 15 calendar days by the hierarchical superior of the person who has endorsed the appraisal and by the HR Department representative. A decision in this respect shall be notified to the employee within 3 days from its resolution.

**CHAPTER XIII – FINAL PROVISIONS AND ANNEXES**

**Art. 93**

Any interested employee may submit to the company an objection in connection with any aspect contained herein, on the condition to prove that any of his/her rights have been impaired, and the control of the lawfulness of these IR rests with the competent courts that may be notified within 30 calendar days from the date on which the employer has notified the decision reached in connection with the objection filed.

**Employer,**

**S.C. ADOBE SYSTEMS ROMANIA S.R.L.**

Legal representative,  
Alexandru Vasile COSTIN



## ANNEX 1

This annex concerns all the company property and information used by the employees within the company, information which may be transmitted through any means of communication (telephone, e-mail, Instant Messenger - IM, fax, internet etc.). These provisions shall apply if the employees are within the company premises or at the business partners or use them in order to transmit such information through the equipment provided by the company (telephone, laptop, fax, internet etc. – "Facilities"):

Employees must not dismantle/repair/change, on their own, the configuration of the computers or network they are connected to. In case of any malfunctions, they shall ask the network administrator for assistance.

In order to access any information in the network, where the employee's authentication is required, no employee must use a different username than the one assigned to him/her.

Employees must not plan/perform any attacks on other computer networks or access restricted data in other networks/servers from the computers in the company network or use the e-mail service to send abusive e-mails.

Employees shall inform the network administrator of any problem occurred (malware infection etc.) immediately after noticing it.

Employees must handle with care any information and hardware belonging to the clients or to the company in order to avoid any damages. Such damages (willful or accidental) are punishable as provided under the law and these IR.

Employees must not hold/use/publish unlicensed software or peer-to-peer software within the company.

Employees must not access, attack, publish or use the company information or servers that they do not have access to or perform any actions that might affect the integrity of network security and of the confidential information belonging to Adobe Company. Such actions are punishable as provided by the laws in force, as the case may be, depending on their seriousness, and may lead to the termination of the employment contract and initiation of legal proceedings for the recovery of the damages caused.

Any personal use of the Facilities provided by the company is allowed as long as this is neither detrimental to the company activity nor affects the company image. It is recommended that the personal activities performed within the company be minimal during the working hours.

Employees must not use the company property or information in such a manner as to cause disturbance or damages to their co-workers, business partners or third parties in general. Furthermore, it is forbidden to hold, transmit or use, through the assets (including desktops) provided by the company, any materials with pornographic content, racist or deemed offensive or illegal.

The company is entitled to keep and use records of any communications between the employees. Such records shall be kept also on the employees' computers, especially in respect of the messaging programs. The company is entitled to use such log files in order to check whether the employees have complied with this Internal Regulation or for any other legitimate purpose of the company, as provided under any legal provisions and Adobe internal policies applicable.

Employees must maintain confidentiality with respect to any information belonging to the company or clients.

The e-mail address provided by the company must be used exclusively for work. All messaging programs must have the logging option activated. All work decisions, actions and official communications made through the messaging programs must be reconfirmed by an e-mail message.

Employees must not install on computers any software for file transfer or unlicensed software. Moreover, any software installed for a trial period must be deleted at the end of such period.

Employees must not install any games or software which is not related to work.

Employees must not use the equipment provided by the company for committing crimes.

Employees must use the cheapest alternative from the existing options regarding telephone calls (internet, landline or mobile). Furthermore, employees must get informed about the voice and data roaming tariffs and limit their use of them accordingly. Cost for personal telephone calls are limited. International calls are not allowed save for short calls made at home when the employees are on a business trip or in case of a family emergency.

Employees shall comply with the following rules regarding the use of equipment:

- Windows automatic updates enabled;
- Regular backups (e-mails and messages included);
- Compliance with the password security procedure;
- The operating system shall have all security patches applied on a daily basis and the hard drives shall be encrypted with IT endorsed solutions.