

# **BAKHVI 2 LLC**

## **Human Resource Policy**

Approved by decree of the Director of “Bakhvi 2” LLC of December, 2025

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## Table of Contents

Chapter 1. Goal and scope of the HR Policy.....	4
Article 1. Scope .....	4
Article 2. Goals of the Policy .....	4
Article 3. Meaning of terms .....	5
Article 4. Principles of labor relations .....	5
Chapter 2. Onset of labor relations .....	6
Article 5. Rules of employment.....	6
Article 6. Pre-contractual relations and information exchange.....	6
Article 7. Employee assignment.....	7
Article 8. Promotion/transfer .....	7
Chapter 3. Principal rights and obligations of the parties.....	8
Article 9. Employer’s authority .....	8
Article 10. Principal obligations of the Employer.....	8
Article 11. Principal obligations of the Employee .....	9
Article 12. Employee’s authority.....	11
Article 13. Prohibitions for the employee.....	11
Article 14. Communication with media .....	12
Article 15. Protection of employer’s property .....	12
Article16. Protection of confidential information.....	13
Chapter 4. Rules of behavior and dress code for employees .....	13
Article17. Rules of behavior .....	13
Article18. Technical safety, e-mail use and right to use internet .....	14
Chapter 5. Business trips, working hours and breaks .....	14
Article 19. Business trip administration procedure .....	14
Article 20. Working hours .....	15
Article 21. Overtime.....	15
Article 22. Leisure time .....	16
Article 23. Breaks .....	16
Article 24. Absence from work/being late/absenteeism .....	16
Chapter 6. Vacation .....	17

Article 25. Right of vacation .....	17
Article 26. Paid leave and request for it.....	17
Article 27. Unpaid leave .....	18
Article 28. Leave due to pregnancy, childbirth and child care .....	18
Chapter 7. Employment suspension and termination .....	19
Article 29. Suspension of employment .....	19
Article 30. Grounds and rule to terminate labor relations .....	19
Article 31. Procedure to terminate labor relations.....	21
Chapter 8. Employee remuneration, extra benefits and incentives .....	22
Article 32. Wage and extra benefits .....	22
Article 33. Supporting employee professional development and human capital return on investment .....	22
Article 34. Strategic Workforce Planning and People Analytics.....	22
Article 35. Employee incentives.....	23
Chapter 9. Disciplinary liability .....	24
Article 36. Grounds for disciplinary liability .....	24
Article 37. Disciplinary liability measures .....	24
Article 38. Disciplinary proceedings and disciplinary commission.....	25
Article 39. Deciding on a kind of a disciplinary penalty .....	25
Article 40. Limitation period of the disciplinary liability .....	25
Article 41. Term of validity of the disciplinary sanction, early abolishment of sanction .....	26
Chapter 10: Labor Practice, Non-Discrimination, and Workforce Diversity .....	26
Article 42 Responsible Labor Practices .....	26
Article 43. Prohibition of Discrimination and Harassment .....	27
Article 44. Workforce Composition and Diversity Monitoring.....	27
Article 45. Performance Appraisal Framework.....	28
Article 46. Employee Wellbeing Monitoring.....	28
Chapter 11. Final provisions .....	29
Article 47. Final provisions.....	29

## Chapter 1. Goal and scope of the HR Policy

### Article 1. Scope

- 1.1. The present HR Policy (hereinafter referred to as “The Policy”) governs the labor relations between the employees and Bakhvi 2 LLC as the employer, basic principles of the Company’s labor organization and administration and relations between the employees, and gives specific rules not envisaged by the Company’s labor contracts.
- 1.2. The Policy is an integral part of the employment order and/or labor contract and is binding for the employees of all structural units of the Company.
- 1.3. An employee, in performing his/her job, in addition to complying with the terms of the labor contract, is obliged, without any special instructions, to comply with the given Policy and all other legal acts related to his/her job and duties.
- 1.4. If a special act (instruction, work performance standard, etc.) envisages a regulation different from those under the Policy, the special act shall prevail.
- 1.5. In case of violation of the Policy, the liability envisaged by the Labor Code of Georgia, present Policy, employer’s internal regulations and orders, labor contract concluded with the employee or other acts shall be applicable to the employee.
- 1.6. The Policy applies equally to all persons employed at the Company.
- 1.7. If any rule of the present Policy contradicts the requirements of the legislation of Georgia (including the Labor Code), the relevant legal norm shall prevail.

### Article 2. Goals of the Policy

The goals of the Policy are as follows:

- a) Regulating the labor and all related relations between the Company and its employees;
- b) Facilitating a thorough discharge of the assigned functions by the employees;
- c) Facilitating the enjoyment of labor rights of the employees;
- d) Facilitating a thorough discharge of the assigned functions by the employer;
- e) Facilitating the adherence to labor discipline;
- f) Establishing a diligent attitude to the employee’s labor;
- g) Rational use of working time;
- h) Improving the efficiency in discharging one’s official duties;
- i) Supporting the realization of qualification and professional skills of the employees;
- j) Regulating the employment relations between the manager and the employees;
- k) Creating safe and healthy working environment for the parties;

l) Ensuring equal treatment to all employees at the workplace and eliminating all forms of discrimination.

### Article 3. Meaning of terms

The following terms in the Policy have the following meanings:

**a) Employer/Company:** Bakhvi 2 LLC (ID Code: 405121595).

**b) Director:** An entity authorized to manage/represent a company registered in the Register of Entrepreneurs and Non-Profit (Non-Commercial) Legal Entities, acting on the basis of the Company Charter and the legislation who makes decisions regarding any issue at the Company within the scope of the legislation of Georgia and the Company charter.

**c) HPP Manager:** A person, who is vested with relevant authority by the Supervisory Board of the Company and who makes decisions on any matter at the Company within the scope of the legislation of Georgia and the Company charter.

**d) Employee:** A natural person employed by virtue of a labor contract or invited by a service contract by the employer. The provisions of the given Policy apply to the persons invited based on service contracts only to the extent they do not immediately regulate the legal labor relations between the employer and the employees.

**e) Direct manager:** An official of the company, to whom a person, who is directly subordinate to him/her is accountable and liable.

**f) Internal legal acts:** The orders, instructions, decrees and other acts of the Company director that are binding for the Company employees.

**g) Confidential information:** Financial, economic, commercial, scientific-technical, technological or any other information that became known to the employee in performing his/her official duties, including but not limited to the information about present or former contractors, clients, employee and organizations with which the employer cooperates, financial information, local instructions, rules and regulations, auditors' reports and any other information related to the employer and/or with the employer's clients either directly, or indirectly not considered public information under the effective legislation, or is not commonly known.

**h) Position:** a post (including the one provided for by personnel arrangements), in which an employee is hired based on a contract to perform the agreed work.

**i) Counteragent:** A Company's business partner and/or a customer of the Company's products and services.

### Article 4. Principles of labor relations

4.1. The labor relations are based on the principles of equality of the employer and the employees, mutual respect, good faith and cooperation.

4.2. During the cooperation between the employer and the employees, all forms of discrimination based on skin color, language, ethnicity or social status, nationality, origin, property, rank, place of residence, age, sex,

sexual orientation, disability, confession, public, political or other association, including to trade unions, marital status, political or other views, or on other grounds are prohibited.

## **Chapter 2. Onset of labor relations**

### **Article 5. Rules of employment**

- 5.1. Recruitment at the Company may be internal, or external, with or without a competition;
- 5.2. The need for new staff and/or a new position is determined by the HPP manager in agreement with the director.
- 5.3. The process of announcement of the competition and interviewing and hiring a new employee is managed and supervised by the person(s) responsible for human resource management, who is (are) responsible for drafting relevant documentation and, who, after receiving the relevant request, initiates the recruitment procedures.
- 5.4. During the procedure of vacancy announcement or recruitment, all forms of discrimination based on skin color, language, ethnicity or social status, nationality, origin, property, rank, place of residence, age, sex, sexual orientation, disability, confession, public, political or other association, including to trade unions, marital status, political or other views, or on other grounds are prohibited. A distinction between the candidates depending on the essence, specifics or conditions of the work, serves a legitimate purpose and is a proportionate and necessary means to achieve that purpose is not considered discrimination.

### **Article 6. Pre-contractual relations and information exchange**

- 6.1. Before the official conclusion of his/her labor relationship, a candidate is obliged to present the following documents to the Company:
  - a) A written application;
  - b) A copy of his/her identity card;
  - c) Biography or CV;
  - d) Copies of documents proving his/her qualification and/or education and/or right;
  - e) Copies of certificate(s) of completion of qualification and/or training course(s);
  - f) Details of his/her bank account;
- 6.2. The failure to present the documents specified in paragraph 1 of the present Article may be the reason for rejecting the candidate. The employer is authorized to ask the candidate to present the originals of the documents specified in section one of this article.
- 6.3. In addition to the documents envisaged by paragraph 1 of this article, at the employer's request, the candidate is obliged to submit the following documents:
  - a) Certificate of previous convictions (as necessary);

b) Drug examination certificate (as necessary);

c) Health certificate.

The above-listed documents must be issued at most 10 (ten) calendar days before the submission.

- 6.4. In addition to the documents envisaged by paragraphs 1 and 3 of this Article, the Company is authorized to ask the candidate to submit additional documents, verify the accuracy of the submitted documents or obtain additional information necessary to make a decision regarding the employment.
- 6.5. If is candidate is employed without submitting the above-said documents, the employer has the right to ask the employee to submit them later. If the employee fails to submit the required documents within 10 (ten) calendar days following the employer's request, or after submitting the documents, it becomes clear that the candidate provided incorrect information, false documents or concealed the information, the employer were aware of, would reject the candidate, the employer has the right to terminate the labor contract. Such an act/ inaction of the employee is viewed as a gross violation of the labor contract.
- 6.6. The candidate will be informed in line with the requirements set forth in Paragraph 6 of Article 5 of the Labor Code, as well as the information regarding the necessary documents to submit.

#### **Article 7. Employee assignment**

- 7.1. The labor relations with the employee arise based on the requirements specified by the relevant legislation, by concluding the labor contract.
- 7.2. The labor contract must cover the essential terms specified by the legislation of Georgia. Certain essential terms of the Labor Law of Georgia may be specified by the company Policy, which is an integral part of the labor contract.

#### **Article 8. Promotion/transfer**

- 8.1. The company has the right to specify individual working conditions for an employee under the labor contract which do not substantially change the terms of the labor contract.
- 8.2. Transfer of an employee from one position to another/appointment of an employee is possible only by mutual agreement, by meeting the legal requirements.
- 8.3. In a case specified by paragraph 2 of this Article, the employee and the employer shall confirm their mutual agreement in writing by concluding a contract or by the candidate's personal application and relevant order issued by the head of the company.

## Chapter 3. Principal rights and obligations of the parties

### Article 9. Employer's authority

The employer is authorized to:

- a) require the employee to fulfill his/her obligations as specified by the labor contract and job description and to comply with the requirements of the given Policy and other internal regulatory documents.
- b) introduce a system of motivation for good performance.
- c) use the measures of disciplinary responsibility.
- d) develop a job description and unilaterally make changes to it, the present Policy and any documents, which are an essential part of the Policy.
- e) require the employee to submit a report of the performed work, both, verbally and in writing.
- f) by notifying the employee, specify certain circumstances of work performance specified by the labor contract that do not change the essential terms of the contract.
- g) check the employee's work experience and the validity of the documents and/or information submitted by the employee at any time. Any inconsistency/misrepresentation of the data will be considered a breach of labor obligations by the employee.
- h) on his/her own initiative, introduce an employee evaluation system to motivate the employees and/or check their skills and qualifications;
- i) by considering the results of the evaluation system introduced to the company, promote or downgrade the employees or terminate the labor contracts with them.
- j) since all files on the employer's own computer transferred to the employee for use are the employer's property, the employer has the right to see the files at any time and for this purpose, have the username(s) and password(s) from the employee.
- k) since the employer's policy envisages the monitoring of the employee's official e-mail and telephone content, the employer is entitled to access the information exchanged through the mentioned means and for this purpose, to ask the employee to provide all necessary username(s) and password(s).
- l) record the employee's workplace and use such recordings for the purposes permitted by the law. Besides, the camera should be visible with inscription "Video recording".
- m) conduct an official investigation to identify disciplinary violations (if any) and ask the employee to submit any information/documents helping establish relevant factual circumstances.

### Article 10. Principal obligations of the Employer

The employer is obliged to:

- a) establish the working conditions safe for life and health for the employee.
- b) comply with the labor legislation and labor safety rules;

- c) establish the conditions of efficient and stable work for the employees;
- d) provide the employee with the material and technical means necessary to work efficiently;
- e) ensure the adherence to the labor discipline by the employees;
- f) establish necessary conditions and provide necessary equipment and inventory at each workplace;
- g) not discriminate based on race, skin color, language, ethnicity and social status, nationality, origin, property, rank, place of residence, age, sex, sexual orientation, disability, confession, social, political or other association, including trade unions, marital status, political or other views, or on any other grounds.

## **Article 11. Principal obligations of the Employee**

The employee is obliged to:

- a) discharge his/her official duties within the scope of his/her authority in a timely and fair manner, as defined by the labor contract, job description, the present Policy, employer's other internal regulations and orders, as well as Georgian legislation and effective international standards.
- b) within the scope of his/her competence, accomplish the assignments (verbal assignments, instructions) of his/her direct supervisor or head of the company, except those contradicting the legislation of Georgia.
- c) strictly adhere to the rules/terms (if any) established by the legislative, normative and/or internal legal acts and international standards, even without special instructions.
- d) adhere to the subordination system of the Company in accordance with the Company hierarchy;
- e) adhere to high ethical, moral and service standards and be considerate to the manager, other employees, contractors and citizens.
- f) refrain himself/herself from any action that may be impair the Company's image. Spreading negative information about the employer or mentioning it in private conversations (at work or at any other time, verbally, in writing, or via Internet or social networks) by an employee will be considered as circumstances making it impossible to continue the labor relationship between the parties. Such an action will be considered as a gross violation of the employee's obligations under the labor contract.
- g) meet the requirements specified by the internal labor regulations, adhere to the rules of conduct, labor discipline, norms of ethics and safety, as well as sanitary and hygienic standards.
- h) comply with the rules of labor discipline, use working hours rationally and not do anything hampering the Company's activities or undermining the Company's authority.
- i) constantly try to build the trust of the Company customers/business partners and support the employer's authority.
- j) within the scope of his/her competence, consider issues related to the Company business and make relevant decisions.

k) in performing his/her official duties, take care of and protect the Company's property, including the Company's tangible property, equipment and appliances he/she uses and use them only for official purposes. If there are grounds for the Company employee's liability, the employee must compensate the material damage inflicted to the Company under the rules envisaged by the legislation of Georgia; inflicting material damage or creating a threat of damage to the employer is considered a gross violation of the obligations of the labor contract.

l) adhere to the rules of storing the documents/tangible property entrusted to him/her;

m) keep his/her working place tidy and not pollute the Company building and its territory.

n) meet the labor protection, technical and fire safety requirements.

o) smoke only at specially designated place(s) in accordance with the legislation of Georgia and the Company's internal legal acts.

p) not appear at work intoxicated with alcohol, drugs or other toxic substances. The violation of this obligation by the employee shall be considered as a gross violation of the employee's obligations under the labor contract.

q) immediately inform the Company administration of his imprisonment, detainment or administrative crime associated with the violation of public order, storage and/or use of arms, road accidents or the ones committed in the state of alcoholic, drug or psychotropic intoxication.

r) not spread/discard, but keep commercial information and personal secrets confidential, as well as other confidential information that has become known to him/her in performing his/her official duties, both, during the employment period and after the retirement. The violation of the given obligation by the employee is considered as a gross violation of the obligations envisaged by the labor contract.

s) in case of dismissal, submit an acceptance report to the Company management in accordance with the rules established by the present Policy proving that he/she has no liabilities to the Company.

t) not discriminate based on race, skin color, language, ethnicity, social status, nationality, origin, property, rank, place of residence, age, sex, sexual orientation, disability, confession, social, political or other association, including trade unions, marital status, political or other views, or on other grounds. The violation of this obligation by the employee is considered as a gross violation of the obligations envisaged by the labor contract.

u) use his/her working time completely in the interests of the Company; avoid actions that may prevent other employees from enjoying their rights or discharging their duties at the Company, and avoid actions that may demotivate other employees.

- v) timely inform the employer about his/her expected failure/inability to perform the work; make every effort to promptly eliminate all causes and conditions that hamper or complicate efficient performance and immediately inform the employer about incidents.
- w) be courteous and collegiate to other employees;
- x) read e-mail correspondence on a daily basis to be duly aware and take care of a permanent trouble-free operation of his/her personal or Company's cellular phone handed over to him/her for temporary use and permanently answer incoming calls.
- y) immediately inform the employer about any possible conflict of interests between the employer's business and the employee's private business, as well as between the employee's labor obligations and private business.
- z) within the scope of official investigation of the employer, collaborate with the employer and submit all required information/documents to the employer.

### **Article 12. Employee's authority**

12.1. The employee is entitled to relevant working conditions.

12.2. An employee is entitled to:

- a) get acquainted with all documents envisaging his/her official rights and obligations and have all material-technical means needed to discharge his/her official duties.
- b) with the established procedure, receive all information and documents necessary to enjoy his/her official authority;
- c) get acquainted with his/her personal files, as well as documents from his/her personal files;
- d) refuse to perform the assignment of the head of the company if the assignment contradicts the law.
- e) enjoy other rights defined by the legislation of Georgia.

### **Article 13. Prohibitions for the employee**

An employee is prohibited to:

- a) disclose the information classified as personal, commercial and/or professional secrets, except as provided by the law.
- b) use the employer's name, property and/or equipment inappropriately and/or for non-official purposes.
- c) give the information in public or private conversation undermining the Company's image.
- d) perform other remunerative job, if this might hamper the performance of his/her principal official duties, and/or if the entity, for whom the complementary work is performed is the employer's competitor.
- e) establish the relationship with the employer's partners/contractors without the employer's prior written consent.

f) receive or ask for the compensation in the form of property or other good (except his/her official wage), for performing his/her official duties or publishing the information developed or obtained by the Company, or work, report or other material prepared based on such information, or for services rendered, decision or action taken.

g) take any discriminatory action on the basis of race, skin color, language, ethnic or social background, nationality, origin, property, rank, place of residence, age, sex, sexual orientation, disability, religious, social, political or other affiliation, marital status, political or other views or on other grounds.

h) appear at workplace intoxicated with alcohol, drug or toxic substances or take same substances while at work.

i) perform work without uniform (if any) and/or without PPEs, if his/her work is highly risky, hard, harmful or hazardous.

#### **Article 14. Communication with media**

14.1. The employee is obliged not to allow direct communication with media on the behalf of the employer without an immediate agreement with the Company management.

14.2. The employee is obliged to immediately inform the Company management about any unplanned communication with media (including social media) regarding business matters.

#### **Article 15. Protection of employer's property**

15.1. Any product created and purchased by the employee in performing the job is considered the property of the employer and is prohibited to use for personal reasons.

15.2. The employee is obliged to protect and take care of the employer's property, to appropriately use all material assets entrusted on him/her to perform his/her job. In case of loss or damage of the entrusted property, the employee is obliged to immediately notify the head of the company and compensate the value of the lost/damaged property.

15.3. If the employer's property is at risk of destruction, damage or unlawful encroachment, the employee must notify his/her direct supervisor and the Company director thereof. If an immediate action is required, the employee is obliged to take all necessary measures on his/her own.

15.4. An employee has no right to take the employer's property home without good reason or relevant permit.

15.5. After the termination of the official relations (or earlier in case of a justified request), the employee is obliged to return to the employer the items belonging to the employer, including all written, electronic or printed materials.

## **Article16. Protection of confidential information**

- 16.1. The employee must not to disclose the confidential information that has become known to him/her in performing his/her official duties or use such information for personal reasons, both, during and after his/her employment.
- 16.2. Confidential information includes: commercial secrets, personal data, information about one's personal life, as well as such other information, as employee bonuses that became known to the employee in performing his/her official duties. Confidential information includes, but is not limited to the information about the Company's contractors/partners and employees, technical information, working/business plans, projects, results of research activities, software passwords, or any other documentation or information introduced to the employee as confidential.
- 16.3. It is inadmissible for an employee to disclose the above-said information either intentionally, or negligently to foreign people or employer's other employees or to use it for any purpose other than for fulfilling the obligations envisaged by the labor contract without the written permission of the employer.
- 16.4. For the purpose of strict confidentiality, for electronic communication, the employee should use only the official e-mail provided to him/her by the Company. The employee is prohibited to use his/her personal e-mail for business communication.
- 16.5. All employers are prohibited to share the information to other employees who are not entitled to have an access to such information or the information related to a particular employee's personal file or personal data.
- 16.6. The employee is obliged to immediately notify the employer in case of loss or disappearance of any information carrier what may lead to the disclosure of confidential information.

## **Chapter 4. Rules of behavior and dress code for employees**

### **Article17. Rules of behavior**

- 17.1. The Company employees are obliged to cooperate constructively with other employees of the Company by considering the principles of teamwork and result-oriented performance, adhere to the principle of subordination and respect others' honor and dignity;
- 17.2. They must be polite, considerate and customer-oriented when dealing with the Company's partners and potential clients;
- 17.3. The employee is obliged to create and maintain a suitable business atmosphere.
- 17.4. The employee must present the Company, say his/her name and position during the telephone conversation.
- 17.5. The employees are obliged to take care of their personal hygiene, dress and appearance.

- 17.6. The employee must wear business attire. Casual business dressing is allowed as well, except during business negotiations and meetings with the Company customers.
- 17.7. Casual dressing is allowed on the last working day of the week (on Friday or Saturday), as well as on non-working days.
- 17.8. Female employees are not allowed to wear vulgar or inappropriate clothing (transparent clothes, short top, shorts, etc.) on either day, including on last working day of the week.
- 17.9. Male employees are not allowed to wear shorts on either day, including the last working day of the week.
- 17.10. If, under the legislation of Georgia and/or by the employer's decision, the entities employed in concrete positions or performing concrete work are obliged to wear special clothes/PPE while performing their work, the employees are obliged to perform such work only wearing special clothes/PPE.

#### **Article 18. Technical safety, e-mail use and right to use internet**

- 18.1. The employee is prohibited to disseminate the information (including photo/video materials) by electronic or other technical means that undermines the company's image.
- 18.2. The right to use e-mail, various business software and Internet is granted to the employee for business purposes and for discharging his/her official duties.
- 18.3. Whilst at work, an employee is not allowed to play computer games or use Internet resources for non-official purposes.
- 18.4. The employee is given access to an internal chat, through which he/she can have business correspondence with other employees and/or managers of the Company.
- 18.5. The employee should avoid opening suspicious websites, should only use reliable Internet resources for communication, especially when processing, sending or otherwise transferring confidential information/documents.
- 18.6. An employee is required to check his/her e-mail on a daily basis to be duly informed.

### **Chapter 5. Business trips, working hours and breaks**

#### **Article 19. Business trip administration procedure**

- 19.1. Business trip is a departure of an employee from his/her permanent place of work to discharge his/her official duty in the interests of the Company.
- 19.2. An employee files a request letter for a business trip in an electronic form by indicating the purpose, location and duration of the business trip. A decision to allow an employee to a business trip is made by the HPP manager by considering the concrete circumstances and objectives of the Company.

- 19.3. An employee must present a business trip request letter at least five working days before his/her business trip (except in urgent or unforeseen cases). As an exception, following the needs of the company, the request letter may be filed at least 1 (one) business day before the business trip.
- 19.4. An employee may be required to travel on the territory of Georgia or outside the country to discharge his/her immediate duties following the needs of the Company and/or his/her job. The compliance with such a requirement is mandatory for the employee. Employee's refusal to go on a business trip without a valid reason will be viewed as a violation of the labor discipline, except in cases when the duration of such a business trip is more than 45 days. Business trip costs outside Georgia are reimbursed by the Company at €50 a day. Besides, the Company reimburses transportation, boarding and accommodation costs. Before his/her business trip, the employee makes a presumable list of expenses and receives the relevant amount as an advance and/or on his business card. Within 3 days after returning from his/her business trip, the employee is obliged to submit a detailed report of expenses to the Company director so that the company shall reimbursement the expenses (as necessary). If the employee fails to prove the reality, purposefulness and reasonableness of business trip expenses, he/she will not be reimbursed. On the other hand, in case of receiving excess advance reimbursement, the employee is obliged to repay the Company the amounts, the purpose, reasonableness or reality of which cannot be proved.
- 19.5. Depending on the essence of the business trip, the employer may ask the employee to present a written report describing the work accomplished during the business trip.

## **Article 20. Working hours**

- 20.1. Working time is a part of calendar time, during which an employee is obliged to discharge his/her official obligations and enjoy his rights at work.
- 20.2. Unless otherwise specified by the labor contract between the employer and the employee, the working week of the employees is defined as a 5-day working week, from Monday through Friday. The working day starts at 09 am and ends at 6 pm. Following the needs of the Company, holidays may also be considered as working days for particular positions.
- 20.3. The employee spends his/her working time at the Company office/on the construction site.
- 20.4. Following the specifics of the activity of a structural unit, the employee may use alternative space in agreement with his/her direct supervisor.

## **Article 21. Overtime**

- 21.1. Overtime means performing work by an employee for more than 48 hours per week by the agreement between the parties.
- 21.2. Following the interests of the Company, if necessary, the HPP manager of the Company is authorized to make a decision about working on weekends and/or holidays, as well as during non-working hours.

21.3. Overtime is compensated at an increased hourly wage or by giving the employee extra holidays.

21.4. The employer shall decide on the type of overtime pay in each concrete case.

## **Article 22. Leisure time**

Employee's leisure time is the time between the working hours, day-offs, vacation and holidays envisaged by the Labor Law.

## **Article 23. Breaks**

23.1. The employee has the right to take a break during his/her full working day. The break is not a part of the working time and the employee uses it at his/her discretion.

23.2. A break at the Company lasts for 1 hour of the working day, any time from 1 pm to 3 pm.

23.3. Following the specifics of a concrete structural unit, an employee may be allowed different time for break in agreement with his/her direct supervisor.

## **Article 24. Absence from work/being late/absenteeism**

24.1. All employees of the company are obliged to appear at work on time and discharge their official duties during the working hours.

24.2. Absence from work is the employee's failure to appear at work in his/her working hours. Being late for work means employee's being late for work for more than 5 minutes. Leaving the workplace early means leaving the workplace by the employee by more than 5 minutes early before the end of the working day. Being late at work/early departure from work should not be regular.

24.3. Being late, absenteeism and/or missing working hours may be considered to occur for valid or invalid reasons as specified by the present Policy.

24.4. Employee's absenteeism, being late/departing early or missing the working hours for an invalid reason, without duly warning the HPP manager or Company director will be considered unreasonable and will entail disciplinary measures against the employee.

24.5. The employee is obliged to inform his/her direct supervisor in advance about his/her possible late appearance at work and/or leaving work early by e-mail or text message.

24.6. Discharging the official duties by an employee outside the employer's premises during the working hours shall not be considered as late arrival/early departure, missing the working hours or absence from work for invalid reason provided the employee's direct supervisor was duly informed thereof.

24.7. In case it is necessary to leave the worksite or be absent from work for a valid reason (illness, familial, etc.), which was not known in advance, the employee, immediately after such a reason occurs, is obliged to inform his/her direct supervisor and/or HR manager by e-mail or other possible means about the reason for leaving the job and probable period of absence from work, and require a release from his/her duties for the relevant period.

- 24.8. If the employee's request for temporal release from his/her duties is satisfied, the responsibility for the purposefulness of the employee's absence from work rests with his/her direct supervisor.
- 24.9. If the employee's request for temporal release from his/her duties is not satisfied, the employee is obliged to continue working in a usual manner. If the employee refuses to adhere to this rule, his/her direct supervisor is obliged to immediately notify the entity responsible for HR management about the absence of the employee from work.
- 24.10. The measures of responsibility provided by the present Policy may be used as disciplinary sanctions for an employee's regular absence from work, unreasonable absenteeism and missing the working hours. Besides, late arrival at work, early departure from work or absenteeism for an invalid reason and other types of unreasonably missing the working hours on a regular basis are considered as a gross violation of the employee's obligations under the labor contract.
- 24.11. Unauthorized absence from work for 3 or more days for an invalid reason is considered a gross violation of labor rights and obligations, and can lead to the termination of the labor contract with the employee.
- 24.12. In case of employee's unreasonable late arrival at work, early departure and/or absence from work, the employer has the right to apply the disciplinary measures specified by the present Policy.

## **Chapter 6. Vacation**

### **Article 25. Right of vacation**

- 25.1. The employee has the right to have a vacation, which is a certain number of calendar days, during which he/she is temporarily released from his/her official duties and the employer is released from the obligation to employ him/her.
- 25.2. During the vacation, the employee receives his/her official salary, except for unpaid leave.
- 25.3. Before going on vacation, the employee is obliged to hand over all official documents at hand to his/her direct supervisor or another authorized person designated by the HPP manager of the Company for further processing.

### **Article 26. Paid leave and request for it**

- 26.1. An employee has the right to have a paid leave for 34 working days a year. Under the agreement between the parties, it is possible for the employee to use his/her paid leave totally, or partially. If he/she uses his/her paid leave partially, he receives the leave pay in installments, in proportion to the number of days of the paid leave he uses.
- 26.2. The employee has the right to have his/her paid leave after eleven months of working for the Company. However, under the agreement between the parties, the employee may be granted his/her leave before the

expiration of the said period. In this case, the employment period must exceed four calendar months, and the duration of vacation must not exceed five working days.

- 26.3. If eleven months passed since the employment, the employee shall apply to the entity responsible for HR management or relevant department with a leave request letter 14 (fourteen) calendar days in advance. However, if the duration of the employment is at least four calendar months, the employee is obliged to apply for leave in writing 30 (thirty) days in advance. An appeal for leave is provided as “a leave request letter”. The leave request letter must be accompanied by the approval of the employee’s direct supervisor.
- 26.4. The leave required by the employee is deemed approved by the employer after the employee approves the leave request letter. The leave does not cover the period of temporary work disability, pregnancy leave or leave for childbirth, child care, newborn adoption or supplementary leave for a child care.
- 26.5. From the second year of employment, the employee is entitled to have paid leave in proportion to the hours worked, 3 days per worked month (but no more than 34 working days a year). An employee, with the consent of the employer, may be granted a leave in advance, at any time of the business year.
- 26.6. The HPP manager of the Company, in agreement with the Company director, is authorized to develop the schedule of paid leaves for employees.
- 26.7. The leave pay is calculated and accrued together with the relevant monthly wage.
- 26.8. The employee is obliged to return to work as soon as his/her vacation is over. If at the end of his leave, the employee is unable to appear at work or is late for work due to a known reason, he/she is obliged to inform his/her direct supervisor thereof at least one working day before the end of his/her leave.
- 26.9. If granting a paid leave to an employee in the ongoing year may adversely affect the normal operation of the company, it is admissible to delay the leave to the following year with the consent of the employee.

#### **Article 27. Unpaid leave**

- 27.1. An employee, on the basis of a personal statement and with the permission of his/her direct supervisor, may be given unpaid leave of 15 calendar days a year.
- 27.2. The employee has the right to use unpaid leave totally or partially.
- 27.3. When taking unpaid leave, the employee is obliged to warn the employer about taking the leave 2 weeks in advance, unless such warning is impossible due to emergency medical or familial reasons.

#### **Article 28. Leave due to pregnancy, childbirth and child care**

- 28.1. The employee is entitled to a leave of 730 calendar days due to pregnancy, childbirth or child care based on personal application and appropriate document issued by a medical establishment in accordance with the rules established by the Labor Code of Georgia. The employee is entitled to schedule the period of leave in the post-pregnancy and post-childbirth periods at her discretion.

28.2. 183 calendar days of pregnancy leave, leave due to childbirth, child care, child adoption and 200 calendar days in case of complicated childbirth or birth of twins are paid. The leave will be paid under Article 29 of the Labor Code of Georgia.

## **Chapter 7. Employment suspension and termination**

### **Article 29. Suspension of employment**

29.1. The suspension of the employment is a temporary non-performance of the work under the labor contract by the employee, which does not lead to the termination of employment.

29.2. The issues of suspension of the employment with an employee are regulated in accordance with the requirements of the Labor Code of Georgia.

29.3. An employee unable to appear at work due to illness is obliged to immediately communicate the following information to his/her direct supervisor and/or a person responsible for human resource management or a person with similar rights and obligations by e-mail or other possible means immediately after such reason occurs:

- a) Reason for non-appearance;
- b) Presumable period of absence from work;
- c) Kind of illness/type of injury;
- d) Urgent work, which must be performed in his absence.

29.4. The remuneration due to the employee's temporary inability to work is calculated according to the rules established by the legislation of Georgia.

29.5. Immediately after appearing at work, the employee is obliged to present the document proving his/her temporary working inability (medical certificate) and the application for remuneration within 5 working days following the last day of his/her illness fixed on the medical certificate.

29.6. If the employee fails to present the document certifying his/her temporal inability specified by the previous paragraph or the document presented by the employee does not evidence that the employee was unable to fulfill his/her working obligations, the days the employee was missing from the work will be considered as unpaid leave the enjoyed by the employee.

### **Article 30. Grounds and rule to terminate labor relations**

30.1. The termination of employment is allowed in cases envisaged by the Labor Code of Georgia and in cases envisaged by Article 37 of the Labor Code of Georgia, in particular, the grounds for terminating labor agreements shall be:

- a) economic circumstances, technological, or organizational changes requiring downsizing;
- b) expiration of a labor agreement;

- c) completion of the work under a labor agreement;
- d) voluntary resignation of an employee from a position/work under a written application;
- e) written agreement between parties;
- f) incompatibility of an employee's qualifications or professional skills with the position held/work to be performed by the employee;
- g) gross violation by an employee of his/her obligations under an individual labor agreement or a collective agreement and/or of internal labor regulations;
- h) violation by an employee of his/her obligations under an individual labor agreement or a collective agreement and/or of internal labor regulations, if any of the disciplinary actions under the above individual labor agreement or collective agreement and/or internal labor regulations has already been administered to the employee during the last year;
- i) long-term disability, unless otherwise provided for by a labor agreement, if a disability period exceeds 40 consecutive calendar days or total disability period exceeds 60 calendar days within six months, and, at the same time, the employee has already used his/her leave of absence under Article 21 of this Law;
- j) entry into force of a court judgment or decision precluding from performing the work;
- k) legally effective court decision on declaring a strike illegal under Article 51(6) of this Law;
- l) death of an employing natural person or of an employee;
- m) initiation of liquidation proceedings for an employing legal person;
- n) other objective circumstance justifying termination of a labor agreement. In case of termination of the labor contract by the employer on any grounds provided for in subparagraphs (a), (f), (i) and (n) of the previous paragraph, the employer shall notify the employee at least 30 calendar days in advance by sending a prior written notice to him/her. In addition, the employee will be compensated with at least 1-month wage within 30 calendar days following the termination of the labor contract.

30.2. When terminating a labor agreement on any of the grounds under Article 37(1)(a, f, i, n) of this Law, employers shall be obliged to notify employees about it in writing at least 30 calendar days in advance. Besides, employees shall be granted a severance pay in the amount of at least one month's salary within 30 calendar days after terminating the labor agreement.

30.3. When terminating a labor agreement on any of the grounds under Article 37(1)(a, f, i, n) of this Law, employers may notify employees about it in writing at least three calendar days in advance. In this case, employees shall be granted a severance pay in the amount of at least two months' salary within 30 calendar days after terminating the labor agreement.

- 30.4. If a labor agreement is terminated on the initiative of an employee on the grounds under Article 37(1)(d) of this Law, the employee shall be obliged to notify the employer about it in writing at least 30 calendar days in advance. No compensation is due in case of termination of the contract in the probationary period.
- 30.5. The employer has the right to conclude a labor agreement with the employee at any time during the probationary period or terminate the labor agreement concluded with the employee for a probationary period.
- 30.6. In case of termination of the agreement during the probationary period, no compensation is issued.

### **Article 31. Procedure to terminate labor relations**

- 31.1. The date of dismissal of an employee is considered to be the day of dismissal specified in the contract and/or in the agreement between the parties and/or the director's resolution.
- 31.2. A dismissed employee is obliged to submit the acceptance certificate confirming the transfer of the Company's tangible, technical and intellectual assets in his/her temporary use.
- 31.3. Final payment covers the compensation for the days worked in the current month as well.
- 31.4. Upon the termination of employment, the employee is obliged to:
- a) complete an acceptance report and certify it with the signatures of the authorized entities from all relevant departments, with its form determined by the employer, to be handed over to the administrative manager and/or a person with similar rights and obligations. Unless such a document is presented, no final settlement with the employee is possible.
  - b) transfer to his/her direct supervisor or other responsible person the employer's equipment, as well as all property, documents and materials kept by him/her electronically or otherwise, as well as letters, manuals, permits, keys, etc. related to the activities of the Company.
  - c) transfer all the assignments and any incomplete work to his/her direct supervisor and/or another person not later than 1 week before his/her dismissal. If he/she violates this obligation, the employer shall be made liable for the damages inflicted to the employer due to the incomplete work.
- 31.5. The employer is obliged to pay the employee his/her due wage in full not later than 7 calendar days after signing the acceptance report drafted by the parties.

## Chapter 8. Employee remuneration, extra benefits and incentives

### Article 32. Wage and extra benefits

- 32.1. Remuneration (wage) is paid to the company employees once a month by bank transfer, in Georgian Lari.
- 32.2. All kinds of remuneration are given out in national currency;
- 32.3. Extra benefits for the employees may include special terms of health insurance, funding proficiency examinations, advanced training, etc.
- 32.4. An employee may be allowed free phone time to discharge his/her official duties.
- 32.5. The Company has the right to deduct any overpaid amount and/or employee's any other monetary obligation to the employer from the employee's salary or other amount payable to the employee.

### Article 33. Supporting employee professional development and human capital return on investment

- 33.1 Bakhvi 2 LLC supports the continuous professional development of its employees as a strategic investment in organizational performance and long-term value creation.
- 33.2 Training may be delivered through specialized programs, including (but not limited to) seminars, certifications, internships, conferences, and research opportunities. The Company monitors participation and considers how each program supports employee development, including aspects such as productivity, skills growth, and career advancement.
- 33.3 Where an employee leaves Bakhvi 2 LLC within 12 months of completing a company-funded training program, the Company may, in some cases, seek partial reimbursement of related costs. This would not apply in situations such as employer-led restructuring, force majeure, or other exceptional circumstances. Any such arrangements are clearly outlined in advance through individual training agreements, with attention to fairness and proportionality.
- 33.4 The Company periodically reviews how training supports employee growth by observing developments in job performance, career progression, and retention over time.

### Article 34. Strategic Workforce Planning and People Analytics

Bakhvi 2 LLC takes a proactive and data-informed approach to workforce development. To align human capital with long-term organizational goals, the Company integrates the following practices into its HR strategy:

- **Strategic Workforce Planning** - The Company regularly assesses future talent needs based on business growth, operational changes, and market trends. This ensures the right skills are available at the right time to support organizational resilience and success.
- **Talent Planning** - Internal mobility, succession readiness, and future skill gaps are reviewed as part of the Company's ongoing planning cycle to help identify, retain, and grow high-potential employees.
- **People Analytics** - Key workforce indicators such as engagement levels, retention patterns, diversity metrics, and performance trends are analyzed to guide decision-making. These insights support fair, inclusive, and data-driven HR practices.

- **Responsible Data Use** - All analytics and workforce data are handled with strict attention to confidentiality and in compliance with the Law of Georgia on Personal Data Protection.

These practices are coordinated by the staff member being responsible for HR and/or administration in close collaboration with management and reviewed regularly to ensure relevance and alignment with the Company's strategic direction.

### **Article 35. Employee incentives**

35.1 Based on the official application submitted by the Company Director, an order on employee incentives may be issued by the Director in accordance with the applicable legislation of Georgia. Incentives may be granted in the following cases:

- a. For consistently thorough and effective fulfillment of assigned duties;
- b. For successful completion of a particularly complex or high-priority task;
- c. In recognition of strong performance results within the established evaluation system;
- d. As a retention measure, such as milestone-based bonuses linked to length of service;
- e. In connection with participation in long-term professional development programs that support career progression;
- f. To recognize behaviors and contributions that reflect the Company's core values, beyond quantitative performance outcomes.

35.2 The following measures can be used as employee incentives in case of any of the grounds specified in paragraph 1 of this Article:

- a. Gratitude;
- b. Bonus;
- c. Increased remuneration (increased wage);
- d. Promotion with a salary increase;
- e. Promotion with old wage;
- f. Early promotion;
- g. Early appointment (for interns);
- h. Financial and/or non-financial incentives;
- i. Early removal of disciplinary liability;
- j. Awarding the title of the best employee of the month/quarter/year;
- k. Right to extra vacation days;

35.3 An employee may be granted one or more types of incentives. The Company Director retains the discretion to determine the form and combination of incentives, in line with internal policies and applicable legislation. At Bakhvi 2 LLC, incentives are viewed not only as recognition tools but also as part of a broader strategy to foster long-term employee engagement, support knowledge retention, and strengthen sustainable human capital.

## Chapter 9. Disciplinary liability

### Article 36. Grounds for disciplinary liability

The grounds for disciplinary liability are:

- a. Violation of the employment contract, job requirements, internal regulations, including the instructions, principles of subordination and requirements of the given Policy;
- b. Failure to perform, improper performance or negligent attitude towards one's official duties;
- c. Violation of moral and ethical norms or behavior aiming at discrediting the Company employee(s) or the Company, committed either at the workplace, or outside the Company;
- d. An action harming the trouble-free operation and/or reputation of the employer;
- e. Unqualified, incomplete or unethical service rendered to citizens/partners/contractors;
- f. Disclosure of confidential information, violation of the information security rules;
- g. Appearing at work intoxicated with alcohol, drugs or psychotropic substances or consuming/taking the same at workplace or any other action damaging the employer's image;
- h. Inflicting material/property damage to the employer or creating a threat of damage knowingly or because of negligence;
- i. Unauthorized use of the employer's vehicle(s), machinery and equipment for non-official purposes;
- j. Violation of labor discipline (including coming late to work, leaving work early or missing working hours for invalid reasons);
- k. Smoking in the employer's premises, beyond the specially designated place(s);
- l. Any kind of discriminatory action based on race, skin color, language, ethnicity, social status, nationality, origin, property, rank, place of residence, age, sex, sexual orientation, disability, confession, social, political or other association, including trade unions, marital status, political or other views, or on other grounds;
- m. Verbal and/or physical abuse of other employee(s);
- n. Using e-mail, various official software and/or Internet for non-official purposes by the employee during the working hours;
- o. Violation of labor safety standards defined by the legislation of Georgia;

### Article 37. Disciplinary liability measures

37.1 Depending on the severity and circumstances of the disciplinary misconduct of an employee, the following disciplinary measures (penalties) may apply:

- a) Verbal warning;
- b) Written reprimand;
- c) Severe written reprimand;

- d) Withholding wage (for not more than ten working days);
- e) Employee transfer to a lower rank with decreased remuneration;
- f) Termination of the employment contract.

37.2 Only one liability measure can be imposed for each disciplinary misconduct. However, the company director is not limited in deciding on the kind of liability.

### **Article 38. Disciplinary proceedings and disciplinary commission**

38.1 During the disciplinary proceedings, all Company employees are obliged to submit all required documents or information to the Company immediately upon the request, appear at relevant a department upon request and give a written explanation regarding the issues related to the performance of his/her official duties.

38.2 Disciplinary proceedings are not obligatory if the misconduct committed by the employee is obvious, is proved by some evidence, and/or the employee himself admits the fact of misconduct.

38.3 The HPP manager shall apply to the Company director to decide on the application of a disciplinary sanction; the type of a disciplinary sanction is determined by the Company director.

38.4 The director may decide to establish a disciplinary committee and set up its membership. A member of the disciplinary committee may be an invited entity, who is not a Company employee.

38.5 The disciplinary committee must investigate the circumstances of the fact, hear the opinions of an applicant (if any) and the employee and, based on the information received, discuss the issue of applying a disciplinary sanction to the person having committed a disciplinary misconduct. The disciplinary committee shall submit the results of the disciplinary investigation to the director general of the Company for final decision.

38.6 The entities engaged in disciplinary proceedings are obliged to present all explanations, which may be a precondition for applying a disciplinary sanction, in writing and store the document signed by the person giving the explanation together with other evidence of the disciplinary misconduct in the employee's files.

### **Article 39. Deciding on a kind of a disciplinary penalty**

39.1 When deciding on the kind of a disciplinary sanction in the address of an employee, the Company director considers the information obtained during the disciplinary proceedings, severity of misconduct, purpose, motive and factual or possible outcomes, as well as business reputation of the person having committed the disciplinary misconduct.

39.2 The Company director imposes a disciplinary sanction in proportion of the severity of misconduct/violation, regardless of whether a less severe sanction was applied to the violator in the past.

### **Article 40. Limitation period of the disciplinary liability**

An employee shall not be charged with the disciplinary liability if three years elapsed from committing the disciplinary misconduct.

## **Article 41. Term of validity of the disciplinary sanction, early abolishment of sanction**

41.1 No material incentives shall be given to a person charged with an effective disciplinary sanction. An exception may be the employer's decision regarding holiday bonuses or common incentives.

41.2 Term of validity of a disciplinary sanction:

- a) warning, as a disciplinary sanction imposed on an employee is valid for 6 months from the date of imposition;
- b) reprimand, as a disciplinary sanction imposed on an employee is valid for 1 year from the date of imposition;

41.3 If no other disciplinary sanction is imposed on an employee during the validity of a disciplinary sanction, the imposed disciplinary sanction shall be considered abolished.

41.4 When imposing a disciplinary sanction, an abolished or prematurely abolished disciplinary sanction shall not be taken into account.

41.5 The Company director, through the mediation of the HPP manager, or on his/her own initiative, has the right to abolish the disciplinary sanction prematurely, if the employee has not committed another misconduct and has proved himself/herself as a fair employee.

41.6 A decision to abolish the disciplinary liability shall be recorded in the employee's personal files.

## **Chapter 10: Labor Practice, Non-Discrimination, and Workforce Diversity**

### **Article 42 Responsible Labor Practices**

At Bakhvi 2 LLC, we are committed to fostering a respectful, inclusive, and fair workplace that reflects internationally recognized labor rights and ethical standards. Our approach is grounded in both the core conventions of the International Labour Organization (ILO) and the Labor Code of Georgia.

We believe that responsible labor practices are essential to building trust, well-being, and long-term collaboration. To that end, Bakhvi 2 LLC ensures that:

- 1) Every employment relationship is based on a clear, written agreement, aligned with Georgian law and transparently outlining both employee and employer rights and responsibilities;
- 2) Freedom of association and the right to collective bargaining are fully respected, in accordance with ILO Convention No. 87 (Freedom of Association and Protection of the Right to Organise Convention, 1948) and ILO Convention No. 98 (Right to Organise and Collective Bargaining Convention, 1949). Forced labor, child labor, and any form of exploitation have no place in our organization and are strictly prohibited;
- 3) Working hours, rest periods, and overtime are managed responsibly and in full compliance with Georgian legislation and relevant international norms;
- 4) Recruitment, career development, and access to training are based on merit, qualifications, and potential supporting equal opportunity for all;
- 5) A safe, healthy, and respectful work environment is maintained, where everyone is treated fairly and without discrimination, regardless of background, identity, or beliefs.

By upholding these principles, Bakhvi 2 LLC aims to create a workplace culture where all team members feel valued, protected, and empowered to grow.

#### **Article 43. Prohibition of Discrimination and Harassment**

Bakhvi 2 LLC is committed to maintaining a workplace where every individual is treated with dignity, fairness, and respect. We actively foster an inclusive and supportive environment that is free from discrimination, harassment, and retaliation.

All employees share responsibility for upholding these values, and managers and supervisors are expected to lead by example, ensuring these principles are embedded in daily operations and team culture. In line with ILO Convention No. 111 (Convention concerning Discrimination in Respect of Employment and Occupation) and the anti-discrimination provisions of the Labor Code of Georgia, Bakhvi 2 LLC guarantees equal treatment and opportunities for all, regardless of:

- 1) Race, ethnicity, nationality, or language;
- 2) Sex, gender identity or expression, or sexual orientation;
- 3) Age, disability, health condition, or family status;
- 4) Religion, belief, political views, or union membership;
- 5) Social or economic background, or place of residence.

Bakhvi 2 LLC strictly prohibits:

1. Direct and indirect discrimination in any aspect of the employment relationship, including recruitment, compensation, working conditions, promotion, or termination.
2. Particular emphasis is placed on ensuring equal treatment regardless of race, ethnicity, nationality, or language, given the Company's presence in areas with diverse ethnic communities;
3. All forms of harassment, whether verbal, physical, visual, psychological, or sexual in nature;
4. Any form of retaliation against employees who raise concerns or report issues in good faith.

Employees are encouraged to report any concerns through the Company's confidential grievance mechanism, which ensures that all complaints are reviewed objectively, respectfully, and without delay. Where appropriate, corrective action will be taken in accordance with both internal policies and national legislation.

#### **Article 44. Workforce Composition and Diversity Monitoring**

Bakhvi 2 LLC is committed to fostering a diverse, inclusive, and equitable workplace. To uphold this commitment, and to meet both internal values and external sustainability reporting standards, the Company monitors workforce composition in a way that is respectful of individual dignity, compliant with applicable laws, and aligned with internationally recognized good practices. This approach is guided by:

- 1) ILO Convention No. 111 (Convention concerning Discrimination in Respect of Employment and Occupation), which promotes equality of opportunity and treatment in employment;
- 2) The Law of Georgia on Personal Data Protection, ensuring that all personal information is processed lawfully, fairly, and transparently.

It is also reinforced through the Company's Compliance Policy, which upholds ethical conduct, transparent data handling, and equal treatment of all employees in line with ESG principles and regulatory standards. Key elements of our diversity monitoring practice include:

- 1) Voluntary and anonymized data collection on characteristics such as gender, race/ethnicity, nationality, gender, and other relevant aspects of workforce identity, especially important in regions with diverse ethnic communities;
- 2) Use of aggregate data solely for internal workforce analytics, ESG disclosure, and equity monitoring in hiring, advancement, and retention;
- 3) A strict commitment that this data will not be used in any individual employment decisions or performance evaluations;
- 4) Regular internal assessments to identify trends and gaps and guide improvements to recruitment strategies, promotion pathways, and leadership diversity initiatives.

Bakhvi 2 LLC views diversity monitoring not as a reporting obligation, but as a tool to build an inclusive organizational culture where everyone is respected and valued. Our efforts are underpinned by principles of transparency, continuous improvement, and full legal compliance.

#### **Article 45. Performance Appraisal Framework**

Bakhvi 2 LLC implements a participatory and structured performance evaluation process at Akhalkalaki HPP to support professional growth, recognize contributions, and encourage open dialogue across all teams. The system is designed to enhance individual and collective performance while reinforcing the Company's operational and sustainability goals. The performance evaluation process is applied annually and includes the following key components:

- 1) Anonymous self-assessments and peer evaluations are completed by all employees using standardized forms developed by the HR and/or ESG teams;
- 2) Evaluation criteria focus on both individual and team objectives, the quality and efficiency of work, communication and collaboration, safety and compliance awareness, initiative, and problem-solving skills;
- 3) Confidentiality is strictly maintained throughout the process. Individual responses are accessible only to the HR department and are used solely for aggregated analysis;
- 4) A summary report is compiled by HR, highlighting team strengths and areas for improvement;
- 5) A collective feedback session is held with all employees, led by the Director and Chief Electrical Engineer, to present summarized results, encourage open conversation, and gather ideas for improvement;
- 6) Follow-up actions are identified jointly by the HR department and management, aimed at enhancing team performance, workplace well-being, and operational effectiveness.

Employees are encouraged to actively participate in the process both by offering honest feedback and by engaging constructively in the feedback session. This inclusive approach reflects Bakhvi 2 LLC's commitment to decent work, as enshrined in the Labor Code of Georgia and ILO Declaration on Fundamental Principles and Rights at Work, and supports a positive workplace culture built on mutual respect, transparency, and continuous improvement.

#### **Article 46. Employee Wellbeing Monitoring**

Bakhvi 2 LLC recognizes that employee wellbeing is fundamental to individual fulfillment, ethical conduct, and sustainable organizational performance. In line with the Bakhvi 2 Code of Conduct, the Labor Code of Georgia, and ILO guidance on Decent Work, the Company promotes a holistic and inclusive approach to wellbeing, encompassing both physical and psychological health.

Bakhvi 2 LLC commits to:

- 1) Monitoring key wellbeing indicators, such as job satisfaction, work-life balance, turnover intent, engagement levels, and workplace stress;
- 2) Using diverse tools including periodic anonymous surveys, informal check-ins, and focus group discussions to capture emerging wellbeing trends and inform HR planning;
- 3) Ensuring that results lead to action, by identifying areas for improvement and integrating findings into HR, safety, inclusion, and management practices;
- 4) Fostering a supportive culture, built on empathy, trust, and respect, where employees feel empowered to voice concerns without fear of retaliation;
- 5) Providing access to confidential grievance and whistleblowing mechanisms, including for stress- or wellbeing-related concerns, as outlined in the Code of Conduct and Compliance Policy;
- 6) Reviewing wellbeing indicators annually as part of the broader ESG performance and performance appraisal cycles (see Article 45), to support alignment between employee experience and organizational goals;
- 7) Recognizing wellbeing as a shared responsibility, where leadership, HR, and employees each play a role in creating a healthy and respectful work environment.

Bakhvi 2 LLC also recognizes that wellbeing needs may vary depending on role, workplace location, and personal circumstances. Efforts will be made to accommodate diverse perspectives and promote inclusion at all levels.

Employee feedback is treated with full confidentiality and used exclusively to strengthen the quality of the work environment. Through this commitment, Bakhvi 2 LLC aims to build a resilient, caring, and high-performing organization where people feel safe, valued, and supported.

## **Chapter11. Final provisions**

### **Article 47. Final provisions**

47.1 The present Policy is an essential part of the labor contract between the employer and the employee. The Policy is mandatory for all Company employees.

47.2 In case of violation of the requirements of the Policy, an employee will be held liable under the law.

47.3 The employee is obliged to get acquainted with the present Policy and sign the labor contract and/or Policy in witness thereof.

47.4 Following the labor relations with the employer, the employee does not object if his/her personal data, including his/her name, surname, personal number, bank details, telephone number(s), e-mail and other data are duly processed by using automatic or non-automatic means (and all legally admitted means) to properly fulfill and control the quality of fulfillment of his/her current obligations. The employee does not object if the special data related to his/her state of health, drug tests, conviction, administrative detention, imposition of preventive measures, plea bargain, or conviction related to withdrawal or recognition of a victim of a crime are duly processed for the same purposes.

47.5 Other rights and obligations related to the exercise of powers by the employer and the employee shall be determined by the legislation of Georgia. The issues not regulated by the present Policy shall be regulated by the Labor Code of Georgia and other legislative acts.

47.6 The employer is entitled to make changes to the present Policy unilaterally, on the basis of his/her expressed will, if such changes do not change the essential terms of the labor contract.

47.7 The present Policy and the amendments/supplements thereto are forwarded to all employees by e-mail. The amendments are enforced on the date of e-mailing and are binding for the employee.

47.8 The person in charge of HR management of the Company is obliged to give the concerned entities the opportunity to get acquainted with the present Policy.

47.9 If any of the terms of the labor contract concluded with the employee contradicts the present Policy, the labor contract shall prevail.