



# EMPLOYEE HANDBOOK

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This Employee Handbook was drafted by the company-level Collective Bargaining Agreement dated 24-1-2023 between the Company and the Company's Trade Union under the name "Barba Stathis Workers' Union", which was signed by the Parties and registered in the digital platform of the Ministry of Labor and Social Affairs "Ergani" and was assigned act number ES23.

It takes effect immediately and repeals any previous Employee Handbook.

## EMPLOYEE HANDBOOK

In Sindos, Thessaloniki, this 24-01-2023 between the Parties:

- A.** The Société Anonyme under the name **Barba Stathis Monoprosopi Anonymi Viomichaniki kai Emporiki Etaireia (Barba Stathis Single Member Industrial and Commercial S.A)** - hereinafter referred to as **“Barba Stathis S.A.”** or **“the Company”** - having its registered office in Sindos, Thessaloniki, Street A5, Industrial Zone of Thessaloniki, P.C. 57022 and duly represented at the signing of this document by Mr. Nikitas Pothoulakis, Vice President of the Board and CEO, and Mr. Kyriakos Metaxakis, Human Resources Director; and
- B.** The Company’s Trade Union under the name **“Barba Stathis Workers’ Union”**, located in Sindos, Thessaloniki, Street A5, Industrial Zone of Thessaloniki, P.C. 57022 and legally represented at the signing of this document by Mr. Charalampos Liolios - President and Mr. Panagiotis Kadianas - General Secretary (hereinafter referred to as the **“Union”**),

it is agreed to draw up this Employee Handbook, which include the Company’s internal work regulations as follows:

## CHAPTER A: GENERAL PROVISIONS

### ARTICLE 1

#### PURPOSE AND BASIC PRINCIPLES OF THE EMPLOYEE HANDBOOK

The purpose hereof is to regulate the employment relations of all staff at **Barba Stathis S.A.** and its objectives are as follows:

- Putting people at the center of the business's daily operations.
- Identifying principles and behaviors for effective participation in collective decision-making.
- Shaping values for the development of personal and social responsibility.

When used herein the term “Company” or “Business” or “Employer” are identical terms and refer to the Société Anonyme under the name “BARBA STATHIS Monoprosopi Anonymi Viomichaniki kai Emporiki Etaireia” (BARBA STATHIS Single Member Industrial & Commercial S.A.) with the distinctive title “BARBA STATHIS S.A.”, located in the Municipal Community of Sindos, Municipality of DELTA, STREET A5 - Industrial Zone of Thessaloniki and is legally represented. The term “employee” refers to all staff (administrative and technical) bound by an employment contract with the Company.

“Management” refers to the Board of Directors of the Company or alternatively, the persons authorized by the latter. The provisions hereof supplement individual employment contracts and apply only insofar as they do not conflict with labor law, individual collective agreements and arbitration and ministerial decisions. Any person henceforth hired shall accept and agree to the provisions hereof.

No failure or delay on the part of the Company in exercising any right, partially or in full, deriving from the regulations of this Handbook, shall be deemed a suspension, invalidation, or waiver of these rights.

### ARTICLE 2

#### SCOPE OF THE EMPLOYEE HANDBOOK

The provisions hereof apply to every Greek or foreign natural person who is employed or will be hired and employed in the future at the premises of **Barba Stathis S.A.** (existing premises or premises to be established in the future), on the basis of an employment relationship under private law, for a fixed or indefinite period, full or part-time or shift-work, regardless of specialization, duties, place of employment, rank or position held. The provisions hereof also apply to employees who provide or will in the future provide their work to the Company as a loaned employee or on assignment from another employer, company, or organization.

In particular, Article 49 hereof applies to employees having a contract of employment with **Barba Stathis S.A.**, to anyone providing services to the Company under a mandate contract, contract/ project work, independent services and temporary employment, to those employed by the Company through third party service providers, to trainees and apprentices, to employees whose employment relationship with the Company has ended and to prospective employees of the Company.

### ARTICLE 3

#### MANAGEMENT AND ORGANIZATION OF Barba Stathis S.A.

**Barba Stathis S.A.** has its registered offices in Thessaloniki and currently has branches in Attica and Larissa. It is currently a subsidiary of Frozen Holdings S.A. of the Vivartia Subgroup of companies of Venetiko Holdings Single-Member S.A., based in Athens, Attica. The legal representative of the Company is the person(s) appointed each time by decisions of the competent bodies of the Company.

### ARTICLE 4

#### ORGANIZATION OF STAFF

The staff of **Barba Stathis S.A.** is assigned to functional departments in accordance with the Company's Organization Chart in effect any given time. Each employee joining a department takes on specific responsibilities, which are defined by the Department Manager.

### ARTICLE 5

#### EMPLOYMENT RELATIONSHIP

The staff employed by Barba Stathis S.A. and covered by the provisions hereof are employed by the Company under a private law employment relationship for a fixed or indefinite period of time.

## CHAPTER B: CONDITIONS OF EMPLOYMENT

### ARTICLE 6

#### IDENTIFICATION OF POSITIONS TO BE FILLED

By decision of the competent bodies of **Barba Stathis S.A.** the necessary number of employees in each functional department is determined, as well as the necessary qualifications in each case. Hiring needs and the recruitment process shall be approved by the Company.

In particular, job vacancies are filled by recruitment, transfer, promotion / assignment to a position of responsibility or by secondment or loan of employees from the parent company or any company of the Group to which **Barba Stathis S.A.** belongs, of candidates/ employees that the Company's deems meet the necessary qualifications.

### ARTICLE 7

#### FILLING POSITIONS THROUGH RECRUITMENT

Filling a vacancy through recruitment involves the participation of the following:

- The Legal Representative of Barba Stathis S.A. or a person legally authorized by the Company.
- The Head of the Department.
- The Human Resources Manager.

The Company evaluates potential candidates based on their qualifications, the characteristics of the position to be filled and the Company's recruitment policy in general.

In any event, **Barba Stathis S.A.** may, in case of an urgent situation, proceed with hiring a candidate in order to fill a vacancy, without following the above procedure.

The Company's senior executives (e.g. Department Heads) are eluded from the process as described in this article.

The Company may hire temporary staff for a fixed term period (seasonal staff). The period is defined precisely or directly connected to the work to be carried out, or results from the nature and requirements of the work, and for these purposes a fixed-term or project based contract or any other type of contract in accordance with the applicable legislation.

Upon termination of fixed-term employment contracts, project based or other contracts, the employment relationship shall be automatically terminated.

## ARTICLE 8

### CONDITIONS FOR EMPLOYMENT

At the time of hiring the candidate must:

1. Have a residence / work permit from the competent authority or at least an attestation that the relevant application to the competent authority has been submitted, if he/ she is not a citizen of a member state of the European Union.
2. Have the qualifications specified in each case by **Barba Stathis S.A.**
3. Submit a health certificate, if required by the job, as issued following medical examinations and duly renew it throughout the duration of the employment relationship.

## ARTICLE 9

### CONCLUSION OF THE EMPLOYMENT CONTRACT

All employment contracts shall always be in writing. Before signing the contract, the selected candidate must be familiar with the regulations herewith.

By signing the contract, the selected candidate is deemed to have accepted the terms hereof and is entitled to receive a copy.

Before being hired, the employee must present to Barba Stathis S.A. the supporting hiring documents proving their personal data, educational qualifications, any certificates of previous employment and any other document deemed necessary by **Barba Stathis S.A.**

Every employee must immediately inform the Human Resources Manager of any change in their personal status and professional training. Barba Stathis S.A. is not liable if the employee has suffered any damage in any way because they did not disclose information to the company that would entitle them to rights in relation to their position or remuneration.

Any inaccurate disclosure shall be considered to a breach of contract, with all that this entails.

## ARTICLE 10

### ASSIGNMENT OF DUTIES

Employees are placed in any position by decision of the Company, depending on business needs, and according to the terms of the individual employment contract.

The Head of the respective Department, in cooperation with the Human Resources Manager, assigns the duties and responsibilities to the new employee, which they must carry in a responsible manner.

The Company has the authority and the ability, within its management rights, to regulate, in good faith, any matter relating to its organization and operations in order to achieve its objectives and to determine the conditions and terms of employment of its staff, as well as any other detail necessary for the smooth and seamless operation of the Company, subject to the relevant provisions of existing legislation. Thus, the Company is entitled to:

- a) determine the working hours, the commencement of work, the way the work is executed and in general work system at its sole discretion, taking into account the provisions of the labor law in force at the time and the prevailing conditions within the Company.
- b) specify the employment position.
- c) determine the times of arrival and departure of staff depending on the time of year and the operational needs of the Company.
- d) train staff in a way that promotes and serves the Company's objectives and at the same time contributes to the professional training and development of the employees being trained.

## ARTICLE 11

### PLACE OF WORK

The place of work is defined as the headquarters of Barba Stathis S.A., as well as all Company premises (existing or future) or any place where the Company operates, unless otherwise specified in the individual contracts of the employees.



## ARTICLE 12

### REASSIGNMENT - TRANSFERS

A change in job position or any scope of the employee's job duties is within the management rights of **Barba Stathis S.A.**, that will exercise all rights within the limits set by the employment contract and applicable legislation. Any change in the job duties may entail a reduction in the employee's remuneration if, as a result of the change in position or place of work, monies or allowances or other benefits linked to the employee's previous role cease to apply.

In particular, following the recommendation of the respective Departments and the specific provisions of the individual employment contracts, or the position in which the employee initially provided or subsequently provides their services, the Company, by its decision, reserves the right, at its discretion, and if it is deemed that in this way the business needs of **Barba Stathis S.A.** are served more effectively, to transfer the employee temporarily or permanently within the various departments, positions and operations of the same or another administrative unit, division or sector (current or to be established or created in the future), in the same or in another city, in the same or in a different county.

## ARTICLE 13

### ASSUMING A POSITION OF RESPONSIBILITY

No position of responsibility at **Barba Stathis S.A.** is permanent. Appointment to a position of responsibility either among the Company's existing employees or by newly hired employees is based on the needs of Barba Stathis S.A., the results of the Company's employees' performance evaluation and the qualifications of the new employee(s) concerned, with the exception of the Company's senior executives.

The appointment is made by decision of the Company, taking the following into account:

- Experience and professional knowledge.
- Any previous experience at **Barba Stathis S.A.**
- Proven specialized skills.
- Exceptional work performance, organizational and management skills, such as initiative, interest and motivation, readiness, performance of duties, teamwork skills, etc.
- Recognition for integrity and exceptional behavior towards colleagues and other associates.
- The Company's general policy on labor issues.

Removal from the position of responsibility is made in accordance with the foregoing procedure, at the Company's discretion, i.e. if it is deemed from the overall assessment of the employee in question that their performance does not meet the standards of the position.

Such removal from the position of responsibility shall entail the cessation of payment of monies or allowances or other benefits related to their employment in the position of responsibility.

## CHAPTER C: TERMINATION OF THE EMPLOYMENT RELATIONSHIP

### ARTICLE 14

#### TERMINATION OF THE EMPLOYMENT RELATIONSHIP TERMINATION OF EMPLOYMENT CONTRACT

1. The employment contract of indefinite duration shall be terminated:
  - a. upon the death of the employee; and
  - b. upon termination of the employment contract by the Company or the employee. Termination shall be made in accordance with the provisions of the law in force at the time of the termination of the employment contract of indefinite duration.
2. Fixed-term employment contracts shall be automatically terminated at the end of the agreed period.

Early termination of the fixed-term contract is possible upon notice of termination by the Company or the employee, if there is good cause, in accordance with the provisions of article 672 of the Greek Civil Code.

A fixed-term employment contract, which includes a clause for early termination in accordance with the respective law regarding compensation for dismissal applicable for employment contracts of indefinite duration, as per the provisions of Law 2112/20, as amended by Article 74 (2) and (3) of Law 3863/10 and currently in force, is automatically converted into an employment contract of indefinite duration upon termination.

## CHAPTER D: DURATION OF WORK

### ARTICLE 15

#### WORKING HOURS

The duration of the daily and weekly working hours of the staff, the start and end times of their workday or any work break, as well as the procedures for observing working hours are determined by a decision of the Company, subject to the relevant provisions of labor law, in effect at any given time.

The employee work schedule showing start and end times or any work break, as well as the procedures for observing working hours, shall be posted in places easily visible to all employees. If an employee fails to observe the legally established working hours of the Company, in addition to any disciplinary consequences, there may also be a reduction in the employee's remuneration equivalent to the duration of the absence.

The Company may decide to set different arrival and departure times for some

of the staff, or for certain departments, as well as any other work changes, depending on its needs.

The working time shall be considered to be only the period of time during which an employee provides an actual service as assigned to them. Consequently, time spent travelling to and returning to the workplace as well as leaving the workplace is not considered working time.

For an employee to be absent during working hours, there must be a reasonable explanation and prior permission must be obtained from the Head of their department, which must specify the time of their return to work.

Employees absent due to illness or force majeure must immediately notify their immediate supervisors and the Human Resources Department. Where this is not possible, the above time limit shall be extended until noon of the following day, otherwise the absence shall be considered to be unjustified.

Any employee who wishes to be temporarily absent from work for any justifiable reason must request permission from their Supervisor and Manager at least one (1) day in advance.

All employees must strictly comply with the time and attendance system at the offices of **Barba Stathis S.A.**, which is established by the respective administrative procedure of the Company.

The aforementioned working time limits do not apply to persons in a position of trust and management employees in general, as defined by the provisions in force and the case law of the courts.

## ARTICLE 16

### ADDITIONAL WORK AND OVERTIME

In the event that there is a need to work beyond the applicable normal working hours, this shall be done by order of the Company and in accordance with the applicable labor law.

Additional work and legal overtime are mandatory for employees of every grade and are worked in accordance with the provisions of the law and the Company's procedures.

## CHAPTER E: REMUNERATION

### ARTICLE 17

#### EMPLOYEE REMUNERATION

All types of remuneration for employees of **Barba Stathis S.A.** are paid on an accrual basis, via deposit into the bank account of each employee, for periods of time that do not normally exceed one month.

### ARTICLE 18

#### EARNING DEDUCTIONS

Deductions from employee earnings are only allowed:

- For fines imposed hereunder
- For statutory deductions in accordance with the relevant provisions
- For the payment of monies owed by employees to Barba Stathis S.A.

Any damage caused by an employee to equipment, materials, facilities and other resources of **Barba Stathis S.A.** and its subsidiaries, are deducted from their salary, if it is proven that the employee is liable for the said damage.

### ARTICLE 19

#### ASSIGNMENT OF WAGES

Assignment of wages to third parties is permitted only in the cases specified by law.

### ARTICLE 20

#### DISCRETIONARY BENEFITS

Subject to the terms of the following article, **Barba Stathis S.A.** may grant benefits in cash and/or in kind to all employees, groups of employees and/or individual employees, in order to motivate them to improve or increase the overall performance of **Barba Stathis S.A.** or for other reasons.

Barba Stathis S.A. shall determine the form, type and value of any benefit to be granted, as well as the relevant terms, procedures and criteria, which shall be communicated to all employees in a timely manner.

The aforementioned benefits are not the product of a legal or contractual obligation of the Company to its employees, nor are they included in their regular salaries. They are benefits provided at the Company's discretion, which the Company is entitled to unilaterally terminate, change or revoke at any time.

## ARTICLE 21

### DISCREPANCIES IN REMUNERATION

Employees have an obligation to report any discrepancies in wages or allowances due (versus actually paid) to the local Human Resources Department of **Barba Stathis S.A.** within no later than two working days from the date of payment. Otherwise, the difference is settled with the payroll of the following fortnight or month.

Any amount unduly paid to an employee in error or in excess of the amount due shall be regarded as an advance payment and shall be offset in instalments, care being taken to ensure that repayment of the amount does not jeopardize the necessary sustenance of the employee or their family.

## ARTICLE 22

### SALARY SYSTEM - JOB EVALUATION SYSTEM

**Barba Stathis S.A.** applies a salary system, the terms and conditions of which are defined by a decision of the Company or by a company-level Collective Agreement, which is signed between the representatives of the Worker's Union and **Barba Stathis S.A.**

**Barba Stathis S.A.** shall implement an annual employee performance evaluation system, in accordance with a relevant administrative procedure.

Based on the evaluation, the Company may implement an employee performance reward system in accordance with the guidelines of the Company's Board of Directors, which may be reflected in the following indicative ways:

- Monetary reward incorporated in regular earnings.
- Monetary reward not incorporated and granted at regular intervals.
- Non-monetary reward, such as awarding of a special commendation, prize, benefit in kind, etc.

## CHAPTER F: LEAVE

### ARTICLE 23

#### TYPES OF LEAVE GRANTED

Leave of absence granted to employees of **Barba Stathis S.A.** include the following categories:

- Regular paid leave
- Special paid leave
- Extraordinary unpaid leave
- Sabbatical leave
- Sick leave

### ARTICLE 24

#### REGULAR PAID LEAVE

Employees of **Barba Stathis S.A.** are entitled to regular paid leave and vacation pay every calendar year in accordance with the applicable legislation. Exercise of the right to regular leave, the granting of leave, and in particular the order in which leave is scheduled, as well as the start time of such leave, are regulated based on the needs of **Barba Stathis S.A.**, taking into account the provisions of labor law.

It is mandatory for **Barba Stathis S.A.** to grant, and for every entitled employee to use the regular leave by 31 March of the following year, during which they are entitled to take it, even if they have not submitted a request.

By decision of **Barba Stathis S.A.** with the agreement of the Manager and the Human Resources Manager it is possible to grant group leave to employees of **Barba Stathis S.A.**, either during the summer period or any other period of the year for business reasons or in other justified cases and always in accordance with the relevant provisions of the labor law.

When the need for emergency leave or scheduled leave arises, the employee completes the "Leave Request" form or, if they have access to the HRMS System, they apply for their leave electronically, and the leave is approved by the Department Head. The same applies to any other category of leave.

Leave requests are forwarded to the Human Resources Department, under the responsibility of the respective Managers, and the right to take leave as well as the leave balance are confirmed and signed by the Human Resources Manager. An employee who interrupts their leave may resume it upon re-approval by their supervisors.

An application for regular leave shall be submitted at least one (1) day prior to the requested start date.

## ARTICLE 25

### SPECIAL PAID LEAVE

In addition to regular paid leave, employees shall be granted special paid leave in accordance with the law.

If an employee exceeds their normal or special leave without proper justification, the corresponding daily wage shall be deducted from their pay.

## ARTICLE 26

### UNPLANNED LEAVE WITHOUT PAY

In emergency situations and exceptional circumstances, the Company may grant leave without pay for a certain period of time, in excess of the normal leave and upon request of the individual concerned.

In addition, employees may exercise their rights arising from legal provisions relating to the protection and facilitation of employees with family obligations in accordance with such provisions as applicable at the time (e.g. parental leave, leave of absence for illness of dependent family members, in accordance with the provisions of Law 4808/2021, in effect at the time of the request).

## ARTICLE 27

### SABBATICAL LEAVE

By decision of the Company, the terms and conditions for granting sabbatical leave to employees of **Barba Stathis S.A.** are established, as well as the duration of the period of time during which the employee must remain at **Barba Stathis S.A.** after the end of their sabbatical leave, which constitutes a unilateral commitment of the employee to **Barba Stathis S.A.**

## ARTICLE 28

### ABSENCE DUE TO ILLNESS

Employees who, due to illness which has been certified by the competent social security body, are unable to come to work, are entitled to be absent while receiving their wages, in accordance with articles 657, 658 of the Greek Civil Code, but they must notify the respective department of **Barba Stathis S.A.** within the same day and without undue delay. In this case, the necessary certificates proving the illness must be presented to **Barba Stathis S.A.**, otherwise the absence is considered to be unjustified.

## ARTICLE 29

### CERTIFICATE OF ILLNESS

Every employee must, without undue delay, submit to **Barba Stathis S.A.** all supporting documents for their illness to justify their absence.

## ARTICLE 30

### GENERAL PROVISIONS PERTAINING TO LEAVE

Employees shall not be entitled to take their leave before the start date of their leave, and until they have been notified of the decision approving the request for leave. Employees shall return to work immediately after the end of the leave granted. All leaves of absence are recorded in the Employee Register.

## CHAPTER G: RIGHTS - OBLIGATIONS

### ARTICLE 31

#### EMPLOYEE RIGHTS

Every employee of Barba Stathis S.A. may contact Supervisors, Managers and Department Heads and report any personal issue or problem related to their position and work in the Company, provided that they have previously addressed their issue to their immediate superiors.

### ARTICLE 32

#### EMPLOYEE OBLIGATIONS - PROHIBITIONS

Employees must show due diligence in performing their duties, to defend and promote the interests of **Barba Stathis S.A.** in every way.

Employees are particularly obligated to comply with the regulations of **Barba Stathis S.A.**, the decisions, orders, newsletters, policies and announcements of the Company.

Unfamiliarity and non-observance of the above shall not be tolerated.

Employees must arrive at work at the time specified by the Company and strictly adhere to the working hours of **Barba Stathis S.A.** In the event of personal or other unforeseen employees, temporary removal from the workplace is permitted upon authorization by the immediate supervisor. If it is an internal matter, notifying the Department Head is required.

Employees must take care of and maintain the equipment and generally the assets of **Barba Stathis S.A.**, they are responsible for any damage caused to the Company by their own actions or oversight and they must report to the



Company any damage or loss in a timely manner. Tools, instruments, tableware, books, and other items for shared use are provided to employees. They are charged to the persons receiving the items, and the employees are personally responsible for their diligent use. After their use, the items must be returned to the respective department by the same people who were charged with the items upon their receipt, at which point the charge is deleted. A complete list of the assets and general equipment of **Barba Stathis S.A.** is kept in the Company's Accounting Department.

No employee of **Barba Stathis S.A.** is allowed either individually or as a member of a collective body of the Company to deal with a matter in which they or their relative by blood or marriage up to the third degree has an interest conflicting with the interests of the Company.

Employees must attend training programs (seminars, lectures and any other form of training) during working hours or outside of working hours, if deemed appropriate by **Barba Stathis S.A.** In case of co-funded programs from other bodies (e.g. European Union, National bodies, etc.) the rules that apply in each case are enforced according to the planning of **Barba Stathis S.A.**

Employees shall maintain confidentiality in accordance with Article 33 below. Employees must come to the workplace in proper attire.

Upon termination of their employment relationship or at any time requested by Barba Stathis S.A., every employee is required to hand over all documents, plans, files or other data and material related to their work at **Barba Stathis S.A.**, as these constitute assets and technical know-how of the Company.

All employees must themselves perform any work assigned to them, conscientiously, willingly and diligently, provided that it is within the scope of their duties, and they must comply strictly and without objection with any lawful written or verbal instructions and orders of the Company's Management and their supervisors, whether they are general or individual.

The Company's managers must treat employees with respect and courtesy. All employees must treat each other with respect, dignity and collegiality. All employees are also required to behave properly towards the Company's supervisors and managers, customers, as well as towards any third party who deals or cooperates with them in any way.

Special permission is required for employees to remain at the workplace during non-working hours, provided there is a justified reason for this. Special permission is also required for employees to remain in areas other than those in which they perform their work, even if they are not working.

Any employee who wishes to take up additional employment outside of the Company, if permitted by law, must inform Management before taking up any work. Management may prohibit outside employment if it affects the employee's performance in the organization, as well as if it concerns personnel with special duties or holding a position of confidentiality.

Any writing activity, lecture, publication, press release, etc., concerning the Company, its purpose or scope, requires the prior approval of the Corporate Communications Department and General Management.

Every employee must report to their supervisor any disruption or irregularity in the operation of machinery, equipment of any kind, and other facilities of the Company that may come to their attention. Likewise, they must not fail to report any irregularities caused by the material being processed or by the processing instructions.

Employees must keep the workplace and common areas clean. Lockers used by employees should be clean and tidy. Shoes should be placed underneath the lockers and not on top of them.

During the lunch break, employees who have lunch on Company premises must use only the designated dining areas and facilities designated for this purpose by the Company.

Employees are required to produce any requested certificate, which may be required by Management in accordance with the Law or by any Authority.

Relations between the Company and its employees are based on mutual trust and the will for close and honest collaboration. Such mutual trust and collaboration shall be conditional upon the strict compliance with the terms hereof. In general, any action or oversight by employees, as well as any employee conduct, which is contrary to the order within the Company, the smooth operations of the Company or detrimental to the moral or material interests of the Company, is prohibited.

The following examples of situations - prohibitions are indicative and not exhaustive and their violation constitutes misconduct that entails the imposition of disciplinary action. Therefore, employees also have the following obligations, while the following indicative and not exhaustive behaviors are not permitted.

Employees must:

- Strictly comply with the provisions of Labor Law and the special regulations governing the operation of the Company and obey the instructions of their superiors.
- Not leave work without good reason and without the permission of their supervisor.
- Immediately inform their superiors of anything related to the safety and proper operation of the Company, as well as the discovery of any archaeological or other scientific findings.
- Not underestimate risks and must not take initiatives beyond their own abilities, knowledge and duties.

- Be familiar with and comply with the signage, fire points, emergency exit routes, the location of the nearest pharmacy, etc.
- Bring and wear the required personal protective equipment during work, in accordance with the instructions of their superiors, and ensure its proper maintenance as well as generally comply with the Company's H&S Regulations.
- Not wander aimlessly in the workplace and not enter or remain in the workplace without reason and without the permission of the respective supervisor.
- Work with diligence and seriousness, handle and use machinery, tools and instruments correctly, ensure their transport, repair and maintenance and generally keep them in good condition.
- Not disable, alter or modify the safety mechanisms of machinery, tools, equipment, appliances, facilities and buildings without authorization.
- Not pollute the workplace and the environment, and not destroy or arbitrarily move signs and markings on the premises.
- Inform the occupational physician of any health problem.
- Participate in training programs, evacuation and escape exercises and fire drills of the premises.
- Immediately report to their supervisor, the occupational safety technician and occupational physician all situations that may be considered to present an immediate and serious risk to health and safety, as well as any defects found in the safety systems,
- Assist the Company and those exercising the responsibilities of occupational safety technicians or occupational physicians, for as long as necessary, in order to: 1) make it possible to fulfil all requirements or duties imposed by the Labor Inspectorate or any other supervising authority to protect the health and safety of employees; 2) enable the Company to guarantee that the work environment and working conditions are safe and free of risks to the health and safety of employees.
- Refrain from using psychotropic substances (e.g. alcohol) during the course of their work and before assuming their duties, as the use of these substances could endanger both themselves and other employees or third parties.

The following is not permitted:

- Sleeping during working hours.
- Walking around aimlessly, reading all kinds of publications, newspapers, magazines, etc. during work.
- Unjustified delay in starting work.

- Leaving work before the end of the shift as scheduled.
- Using the Company's or its clients' telephones for private conversations.
- The use of the Company's personnel and means of transportation or other means of the Company for purposes unrelated to organizational objectives, without the permission of Management or the immediate Supervisor.
- Conducting any kind of propaganda in the workplace and during working hours, whether it is carried out by means of printed material or notices or in any other way, without prejudice to the exercise of general labor and trade union rights (Law 1264/82).
- Activities that are not generally work-related, as well as any act that disturbs the working atmosphere as required for calm and effective performance of work.
- Card playing and other forms of gambling during work.
- Smuggling of products, materials, tools and other movable assets of the Company.
- Punching a colleague's time card or signing the attendance book on behalf of someone else.
- Insubordination, disobedience of superiors, arguing and exchanging insults and threats between employees and harassment of employees in any way during work.
- Posting of printed material in work areas, other than those related to the execution of work or dealing exclusively with labor matters or finally, that which has been authorized by Management and only in areas designated by Management.
- Failure by a driver of the Company's vehicle to inform the Company about the current condition of the vehicle and any damage or defects.
- Failure to report to the respective Department of the Company any accident while driving a Company car.
- Theft or misappropriation of any property belonging to the Company or its clients.
- Transacting with an individual employed in the same line of business without the Company's permission.
- Publicly criticizing the actions of the employee's superiors or colleagues with expressions demonstrating disrespect or with the deliberate use of unfounded arguments.
- Taking photographs, as well as bringing similar devices within the premises of the company in general, without the written permission of Management.
- Receiving-accepting valuable gifts, borrowing money from associates or other individuals or companies that deal with the Company, as well as the use of the employee's official Company status to obtain personal benefits or benefits for third parties.

## ARTICLE 33

### CONFIDENTIALITY

Employees must maintain confidentiality regarding information or facts of which they become aware due to or on the occasion of the performance of their duties, the disclosure of which would create an operational problem for **Barba Stathis S.A.** In particular, employees are not entitled under any circumstances, either during their employment by **Barba Stathis S.A.**, or even afterwards (unless it is necessary for the performance of their duties) to disclose or use confidential information belonging to **Barba Stathis S.A.**, or to its shareholders or to the other companies of Frozen Holdings SA of the Vivartia Subgroup of companies of Venetiko Holdings Single Member SA (or any other group to which the Company belongs in the future), or to companies that have done business with them under their employment contract, or suppliers, customers and employees of such companies. Types of information that is considered confidential includes, but is not limited to, those items that have been marked as SECRET or CONFIDENTIAL, or those provided by third parties as confidential or by the Company in the context of its work and generally any kind of information or data, of a financial, business, or legal nature, that may in any way harm or damage Baba Stathis S.A., subsidiaries of the Company or the other companies of Frozen Holdings SA of the Vivartia Subgroup of Companies of Venetiko Holdings Single Member SA or any third parties (or customers or partners or transactors with the Company), if it becomes known to third parties. Confidential information also includes, but is not limited to, the following: Company affairs, trade secrets, commercial agreements, production procedures and methods of **Barba Stathis S.A.** or the above legal or natural persons, designs and/or manufacturing processes applied by the Company, prices of materials or products or raw materials purchased or sold by **Barba Stathis S.A.**, lists of suppliers, clients, accounting and pricing policies, business plans, personnel data and details / parts of the Company's current and/or future actions, as well as the Company's current and/or future business plans. The provisions of this clause shall remain in full force and effect after termination of the staff member's employment contract, and after termination of employment for any reason, at any time and in any manner whatsoever.

## ARTICLE 34

### EMPLOYEE COMPLIANCE WITH COMPANY INSTRUCTIONS

Employees have the obligation to accurately carry out the written or oral instructions of their Department Managers. In the context of providing their work, employees are obligated to perform any work related to the activities of the Department, if the needs of **Barba Stathis S.A.** so require, taking into account their scientific and professional status.

Instructions concerning general health and safety issues of employees and facilities of **Barba Stathis S.A.** are executed even if they do not fall within the duties and obligations of the employee.

Where applicable, the participation of employees in working groups or committees related to their work is decided by **Barba Stathis S.A.** and is mandatory.

## ARTICLE 35

### OBLIGATIONS OF BARBA STATHIS S.A.

**Barba Stathis S.A.** must:

- Respect the principle of equal treatment and equal opportunities towards employees.
- Take all appropriate measures for the conditions regarding employee health and safety, cleanliness in the workplace and shared spaces. To this end, it must take all appropriate measures to avoid accidents and illnesses.
- Ensure that employees are regularly informed about personnel issues and generally about issues concerning **Barba Stathis S.A.**
- Ensure that employees are provided to the extent possible, with professional knowledge and the necessary opportunities that will allow them to develop their skills and performance both in the interest of **Barba Stathis S.A.** and for their own professional development.
- Not interfere in the trade union activity of the employees.
- The Company, in an effort to contribute to the fostering of friendly relations, recreation, a sense of altruism, collegiality, solidarity and teamwork among its employees and their families, may participate in social, recreational and cultural events aimed at this purpose. Such events may include organizing excursions, gatherings, dances, sports groups, camps, etc.

## ARTICLE 36

### RESPONSIBILITIES OF MANAGEMENT

Managers must ensure the normal and uninterrupted execution of work within the limits of the responsibilities assigned to them by **Barba Stathis S.A.**

For the fulfilment of the mission of **Barba Stathis S.A.**, the Heads of Departments and any other persons responsible in the various services/processes/offices of each department, must in particular:

- Ensure compliance with the present, other Regulations and the decisions of **Barba Stathis S.A.**
- Carry out the planning of work in a consistent manner and follow the directives decided by the Company's Board of Directors. Development of initiatives on their part must follow the hierarchical structure of **Barba Stathis S.A.** and be in line with the decisions of its statutory bodies.
- Manage and coach staff directly or indirectly subordinate to them to ensure timely, complete and accurate performance of their duties.

- Ensure that their subordinates are promptly informed of announcements and decisions of the Company's Board of Directors related to the performance of their work.
- Provide their subordinates with all information, clarification and updates on matters they handle, to ensure the full performance of their duties.
- Address any suggestions and remarks to their subordinates in a way that does not offend their personal character and does not undermine their dignity.
- Submit any report or request by their subordinate staff to the Board of Directors of **Barba Stathis S.A.**, without undue delay, if the issue concerns the Board of Directors.
- Respect employees and their personality.
- Ensure that the efficiency of the Department for which they are responsible is improved.

## ARTICLE 37

### INTELLECTUAL PROPERTY

Any kind of know-how produced by the work of employees of **Barba Stathis S.A.**, such as standardization of forms, questionnaires, special instructions for technical support, instructions for the use of special equipment, market research strategy, inventions and innovations in general and everything else related to these are the intellectual, industrial, etc. property of **Barba Stathis S.A.** and remain its exclusive and indisputable property, while all employees are responsible for the protection of these rights.

## ARTICLE 38

### MAINTAINING ORDER IN THE WORKPLACE

Employees are required to maintain order in their work areas and to ensure the smooth running of the operations and cleaning services of **Barba Stathis S.A.** To this end, employees are not permitted to:

- Bring to **Barba Stathis S.A.** and use any alcoholic beverage or other psychotropic substances.
- Engage in insults, verbal abuse and generally inappropriate gestures and phrases among colleagues, in the workplace and office areas.
- Obstruct employees while they are performing their duties.
- Post any kind of documents, pictures, etc. in the workplace, except in cases provided by law, such as, for example, the posting of documents of collective bodies of the employees of **Barba Stathis S.A.** or information handouts, in areas

determined by a joint decision of the competent bodies of the Company and the collective bodies of the employees. In all cases, the unhindered circulation of ideas is ensured in accordance with law.

- Organize gatherings of some or all of the employees within the premises of **Barba Stathis S.A.** without permission, except in cases specified by law and in accordance with the terms and conditions stipulated by law.
- Show insubordination to superiors who are executing their contractual obligations, refuse or fail to carry out duly assigned work and generally any action that may harm or disrupt the smooth operation of **Barba Stathis S.A.** or its compliance with its unfulfilled obligations.

## ARTICLE 39

### GRANTING OF INTEREST-FREE LOANS TO EMPLOYEES

In the context of helping employees financially to address health issues, the Company may grant interest-free loans upon written request, based on its cash resources and the requested amount of the loan, with a repayment period of up to 12 months. When the loan is granted, a loan agreement is drawn up and signed by the legal representative of the Company and the employee. Repayment will be made by means of deductions made by the Human Resources Department when the monthly payroll is processed.

## CHAPTER H: DISCIPLINARY PROCEDURE

### ARTICLE 40

#### DISCIPLINARY OFFENCES

A disciplinary offence is any wrongful act or omission which does not comply with the legal and contractual obligations of employees and which may be attributed to the offender.

The legal and contractual obligations of employees are determined by:

- a) the relevant provisions of applicable laws,
- b) the individual or collective labor agreement (or Arbitration Decision),
- c) the provisions hereof; and finally
- d) the newsletters, policies, announcements and directives issued by the Company's bodies or the competent authorities.

The following are examples of disciplinary offences, in accordance with the previous paragraph:

- Late arrival to work or early departure, unjustified and unauthorized absence, as well as leaving the Company without proper (verbal or written) permission from the supervisor.



- Irregular or inappropriate or improper behavior towards supervisors & colleagues.
- Breach or neglect of performance of duties.
- Refusal on the part of an employee to perform a service for the Company.
- Insubordination to the instructions of their managers or superiors, refusal to carry out official orders.
- Negligent performance of work - performance of duty.
- Inciting an act of insubordination or preventing staff from carrying out their duties.
- Breach of the obligation of confidentiality or non-disclosure of the Company's data.
- Public criticism or unfavorable commentary regarding official actions of Barba Stathis S.A. bodies, orally or in writing, made on the basis of false or inaccurate arguments.
- Leaving one's post.
- Reporting or stating false facts in an intra-company statement.
- Non-compliance with the rules and instructions of the Company, violation of regulations, policies, newsletters and these regulations
- Drafting by a Head of Department or other superior of a non-objective report regarding a subordinate.
- Performing any other work during working hours that is not related to the employee's work at the Company.
- Failure or refusal to assist or obstruction of the work of any official body acting within the scope of its responsibility in accordance with the provisions in force.
- Any act contrary to the provisions in force concerning the operations that constitute the Company's scope of business.
- Corruption, bribery, use of the Company's means and resources and/or abuse of the employee's position for the performance of personal tasks or the work of third parties not belonging to the Company in order to obtain an unlawful benefit.
- Failure to comply with the Company's Health & Safety Regulations.
- Violation of the policy against violence and harassment in the workplace. Disciplinary offences by employees shall be governed by the provisions on disciplinary sanctions hereunder.

## ARTICLE 41

### DISCIPLINARY SANCTIONS

The penalties that may be imposed on employees are as follows:

- A verbal or written warning.
- A written disciplinary reprimand.
- A fine of up to 1/25th of the salary or wage.
- Mandatory absence from work (temporary dismissal) for a maximum of ten (10) days per calendar year.

**Barba Stathis S.A.** must act within a period of five (5) months from the time the disciplinary offence becomes known.

The fines imposed on employees are deposited to OAED (Hellenic Manpower Employment Organization, to which the responsibilities of the former Labor Center were transferred in accordance with CM Act 7/28.02.2012, articles 1 and 2), as provided for by law.

During the period of compulsory absence from work, the employment contract is suspended and the employee punished by this measure is deprived of their earnings for the duration of the period of absence. Also, imposition of compulsory absence from work implies the Company's right to prohibit the employee from entering the workplace during the said period.

The imposition of a disciplinary sanction is independent of criminal prosecution and the Company's right to claim compensation for any damages or consequential loss. Furthermore, it is not related to or a prerequisite for the exercise by the Company of any other right vis-à-vis the employee, namely the right to terminate the employment contract.

## ARTICLE 42

### CONTINUED OR REPEATED OFFENCES

Continued acts of misconduct from among those referred to herein shall constitute an aggravated circumstance.

Repeated acts of the same, comparable or similar offences for which a penalty has already been imposed, shall be considered as a special aggravating circumstance for imposing a new penalty.

## ARTICLE 43

### DISCIPLINARY JURISDICTION

The following disciplinary bodies have disciplinary jurisdiction and authority:

A) The Head of the Department to which the employee who committed the offence reports. This person may impose the penalty of verbal warning and recommend to the Company's Legal Representative or the person duly authorized by the Company the imposition of a more severe penalty.

B) The Company's Legal Representative or the person legally authorized by the Company. These persons may impose any penalty directly or upon the recommendation of the Head of the Department to which the employee who committed the misconduct reports and the Company's Human Resources Manager.

## ARTICLE 44

### DISCIPLINARY PROCEDURE

Disciplinary proceedings against an employee shall begin when they are summoned to appear before the competent disciplinary body. The summons shall specify the offence attributed to the person being summoned.

The employee's plea shall be submitted within five (5) working days from the date of the summons, either in writing or verbally before persons legally appointed by the Company who shall implement the plea procedure in the name and on behalf of the Company and keep written minutes during the plea. The deadline for making a plea may be extended, at the discretion of the competent disciplinary body, especially in the case of justified impediment of either the employee or the Company.

In the event that an employee does not submit their plea within a period of five (5) working days or after an extension of such period as described above, the competent bodies may impose on the employee the penalties provided for herein without hearing their plea.

The defendant is entitled to propose two (2) witnesses for their defense. If more are proposed, they shall be examined if the person conducting the examination consents. The presence or assistance of a duly authorized lawyer is prohibited. However, representation by a trade union official from the Company's trade union is permitted, provided that the employee is a member of the trade union. No one shall be disciplined more than once for the same act that has already been subject to disciplinary action. One penalty is imposed for one act, even if the act involves elements of more than one disciplinary offence. Where more than one disciplinary offence is jointly committed, a merged disciplinary penalty shall be imposed.

The process must be completed no later than two (2) months after the employee is called to submit their plea.

Disciplinary offences are time-barred after two (2) years from the day on which they were committed or five (5) months from the day the Company became aware that they were committed.

Time-barred disciplinary offences shall be taken into account as an aggravating circumstance when determining the penalty for other disciplinary offences. Disciplinary decisions are always formulated in a justified manner with a full report of the facts on which they are based and are binding to **Barba Stathis S.A.** and the employee.

## ARTICLE 45

### ENFORCEMENT OF DISCIPLINARY ACTIONS

Enforcement of disciplinary actions is carried out under the care and responsibility of the person legally authorized by the Company and in accordance with the law. The decision to impose a disciplinary sanction shall be communicated in writing to the employee, who shall sign a dated confirmation of receipt. A copy of the decision and the dated confirmation of receipt shall be kept in the employee's individual file kept in the Human Resources Department.

## CHAPTER I: EMPLOYEE PERSONNEL FILES

### ARTICLE 46

#### PERSONNEL REGISTER

For each employee, the Company's Payroll Department maintains, in accordance with the law (indicatively, the provisions of Law 4624/2019, as in force at any given time), a register containing employees' complete record of employment at the Company.

All documents relating to each employee are recorded in the Register, i.e:

- Proof of formal and essential qualifications.
- Proof of the employee's marital status and identification details.
- Proof of career path at the Company.
- Wages.
- Leave.
- Service Certificates.
- Employee insurance and tax certificates.
- Curriculum Vitae.
- Anything that is useful for the employees to exercise their duties and rights.

The Company, in respecting the privacy and security of its employees personal data, has provided them with a detailed manual, which was given/received in writing, committing to further inform them of any amendment or update, so that they are always aware of any relevant regulation and their rights in accordance with the Company's relevant Policy and the applicable Law on personal data.

## CHAPTER J: FINAL PROVISIONS

### ARTICLE 47

#### ANNOUNCEMENTS-NEWSLETTERS-COMPANY POLICIES

Along with the planning and general collaboration procedures that it adheres to, **Barba Stathis S.A.** may invite all employees and/or employees by administrative unit or department, in order to inform them fully and directly on issues that concern them as well as on general issues concerning **Barba Stathis S.A.**

Company announcements, newsletters and policies are posted on the Company's intranet or bulletin boards or sent via e-mail or printed correspondence. Announcements, newsletters and policies communicated to employees in this way are considered to be personal communications.

No claim can be made against the Company of being unaware of announcements, newsletters and policies posted on the Company's intranet or bulletin boards or sent by e-mail or printed correspondence.

### ARTICLE 48

#### HEALTH AND SAFETY IN THE WORKPLACE - SPECIFIC OBLIGATIONS

**Barba Stathis S.A.** has an obligation to ensure the health, safety and cleanliness of the offices and work areas, as well as the common areas. To this end, it takes all appropriate measures to avoid accidents and illnesses.

All employees, depending on their position, have specific clothing, which is prescribed by the H.A.C.C.P. team, and are required to use the required personal protective equipment - PPE (gloves, helmets, goggles, etc.). This clothing and PPE must be kept clean and in good condition under the responsibility of the employee. The type of footwear worn by employees is also prescribed by the H.A.C.C.P team.

Individually, each employee has an obligation to apply Health & Safety rules when performing their work, which may affect other colleagues, in accordance with training and appropriate Company guidelines.

In particular, with regard to Health and Safety in the workplace:

- Employees may not remove their gloves or hats during work, as there is a risk that these may end up in the product to be packaged due to mishandling.
- In the production, packaging and warehouse areas, employees are not permitted to wear watches, rings, chains or any type of jewelry in general. The only jewelry allowed are wedding rings.
- All employees are required to wash their hands with the special disinfectant/cleanser available before entering the production, packaging or warehouse area.

- Employees must make proper use of the sanitary facilities, which are cleaned and disinfected on a daily basis. If an employee uses the toilet, they must wash their hands when leaving the toilet. Toilet paper used should be placed in the bins and not on the floor. The use of water (from the toilet or hose) is implicit and mandatory.
- Women in production are strictly prohibited from using opaque / clear nail varnish or polish on their nails. They are also prohibited from using hand or body perfumes while they are in the production and packaging area.
- The use of sharp metal objects in the production area, such as pins, nails, etc., is prohibited, as they can cause injury or end up in the products or in the final packaging.
- Cleaning of production areas, as well as of the machinery, is carried out by people who have been hired to perform these tasks.
- A written occupational risk assessment has been drafted and updated, with relevant measurements (such as noise levels, etc.). In addition, the Company has taken additional measures for the safety of its employees, such as the use of earplugs (to protect against noise), the use of protective helmets (for engineers), etc. Training of employees on the proper use of protective equipment is conducted at regular intervals.
- Forklifts circulate in the production areas. The area in which they operate is marked with yellow lines. Employees should avoid, to the extent possible, crossing through forklift lanes. In such cases where it cannot be avoided, this should be done with extreme caution, quickly and after checking before crossing. It is strictly prohibited for employees to remain within the traffic lines. In addition, forklift operators should always use their audiovisual equipment (beacon, horn, lights, etc.) where there is a crowd of people gathered.

## ARTICLE 49

### **POLICY FOR PREVENTING AND COMBATING VIOLENCE AND HARASSMENT IN THE WORKPLACE & PROCEDURE FOR HANDLING INTERNAL COMPLAINTS**

**1.** “Violence and harassment at work” refers to any form of conduct, actions, practices or threats thereof, intended to cause, resulting in or likely to result in physical, psychological, sexual or pecuniary harm, whether occurring in isolation or repeatedly in the course of, in connection with or arising out of work. “Harassment” refers to any form of conduct which has the purpose or effect of violating the dignity of an individual and of creating an intimidating, hostile, degrading, humiliating, or hostile environment, whether or not it constitutes a form of discrimination, and includes harassment on the grounds of sex or other grounds of discrimination. “Gender-based harassment” refers to any form of conduct linked to gender which has the purpose or effect of violating the dignity of that individual and of creating an intimidating, hostile, degrading, humiliating, or hostile environment. These forms of behavior include sexual harassment, as

well as forms of behavior linked to a person's sexual orientation, expression, identity or gender traits. Incidents of negative social behaviors that occur in the workplace are often associated with bullying/victimization and/or harassment behaviors.

1.1. An internal complaint is the provision of information on incidents of violence and/or harassment, both anonymously or otherwise, which is brought to the attention of the internal complaints management body in writing.

1.2. A complainant is a person who reports or denounces, anonymously or otherwise, incidents or behaviors(s) of violence and harassment that have occurred at work. 1.3. The accused is the person who is alleged - according to the report/complaint - to have violated the policy on the elimination of violence and harassment in the workplace.

1.3. Workplace violence (WPV) refers to "any incident or situation in which one person is subjected by another person to abuse, threatening or aggressive behavior in the workplace or in work-related circumstances."

1.4. Verbal abuse or violence is the most common form of violence in the workplace and is "the use of written or spoken language that insults or accuses someone without cause, with the intention of belittling them" and is expressed by "insults, sarcasm, irony, threats, cynicism, belittling, racist or sexual comments, nicknames based on appearance, language that diminishes a person's abilities and causes defamation", which has the effect of humiliating, degrading and disrespecting the dignity or worth of another person or group of persons.

1.5. Forms of violence and harassment may take place: a. at the workplace, including public and private places and places where the employee performs work, receives pay, takes a break, in particular for rest or eating, in personal hygiene and care areas, changing rooms or facilities provided by the employer; b. during travel to and from work, other trips, travel, training, and work-related events and social activities; and c. during communications related to the work including those taking place via IT and telecommunications technologies.

## **2. Policy**

2.1. BARBA STATHIS S.A., true to its values, accepts, investigates and handles every relevant complaint, demonstrating zero tolerance to violence and harassment, with confidentiality and respect for human dignity. It also encourages receipt, investigation and management of such complaints and has developed this policy, after consulting with the representatives of the trade union, with a view to preventing, combating and properly dealing with any such incidents.

2.2. Bullying practices are particularly subtle and not easily noticed (e.g. isolation, systematic degradation of individuals, etc.) and therefore their detection and awareness is harder to achieve, although their effects and consequences may still be severe. Therefore, preventing and addressing such issues requires continuous vigilance and the use of all available resources.

2.3. The Company is committed to providing assistance and access to any competent public, administrative or judicial authority in investigating any incident of violence and harassment, if requested.

2.4. Employees are encouraged to report any incident of violence or harassment that comes to their attention, in accordance with the Company's policies

2.5. For employees and those associated in any way with the Company who breach the obligations arising from this Policy, the Company shall take the necessary appropriate and proportionate measures, as deemed fit, to prevent and deter similar incidents or behavior from recurring, as well as provide all possible assistance to promote safe employment, taking all appropriate means and/or reasonable measures.

2.6. Through this policy, the Company aims to prohibit any kind of retaliation and further victimization of the person(s) affected.

### **Strategic framework for addressing negative social behaviors**

2.7. The general framework for dealing with all forms of violence and harassment in the workplace is to develop a spirit of prevention and immediate suppression of these incidents when they occur in work groups, regardless of the level of the position. All employee categories have a duty of good conduct and are encouraged to report any witnessed incidents of violence or harassment occurring during, in connection with or arising from work to the independent internal complaints management body (ICMB).

### **Measures for informing and raising employee awareness**

2.8. The promotion and establishment of a culture of integrity, a moral responsibility and the reinforcement of professional ethics among employees by establishing and maintaining high standards and norms of decent behavior, act as a factor in preventing and deterring instances of violence and harassment in the workplace.

2.9. Effective collaboration with competent external bodies through targeted information sessions, the adoption of appropriate practices and continuous awareness-raising among employees is also a prerequisite for preventing and combating all forms of violence and harassment in the workplace.

2.10. The Human Resources Department is in charge of developing information, guidance and awareness programs for employees on issues related to the concepts of violence and harassment in the workplace and how to deal with these.

2.11. In order to prevent and combat any form of violence and harassment, the Company's Human Resources Department conducts, on an annual basis, an anonymous confidential survey, through questionnaires, regarding the working environment and the assessment of the risks of violence and harassment in the workplace.



2.12. Core values which are protected by the Company in order to safeguard the commitment of employees, implicitly or explicitly, to the general concept of quality (which includes the eradication of violence, intimidation and misconduct):

- rights and dignity of every employee,
- fostering mutual trust and team spirit among all,
- freedom of expression and support for diversity,
- promoting professionalism, responsibility and quality of relations between employees, with decency,
- integrity and transparency in decision-making and in the implementation of corporate policies and procedures,
- prudence and lawfulness,
- equal opportunities, accessibility and meritocracy,
- socialization,
- cultivating individual responsibility, but also a collective spirit,
- fair play,
- specific and systematic research and continuous awareness/ guidance on issues of bullying, violence, harassment at work,
- continuous updating of everybody on the applicable laws and regulations (rights and obligations),
- courteous communication and discouragement of verbal and other forms of aggression,
- protection of personal data and respect for reputation and personality,
- protection of business secrets,

### **Risk Assessment**

2.13. The Company's Human Resources Department, in cooperation with the accountable Departments, prepares a risk assessment to avoid any form of violence or harassment in the workplace.

### **Sanctions**

2.14. Violation of the policy may, where appropriate, lead to sanctions, in the context of or following complaints/reports of incidents of violence and harassment. For example:

- Disciplinary sanctions.
- Warning to comply, change of position, working hours, location or manner of performing work.
- Termination of employment contract.
- Legal action.

## **3. Definition of "liaison officer"**

The Human Resources Manager acts as a "liaison officer" responsible for guiding and informing employees (informative role) on the prevention and response to violence and harassment at work. The "liaison officer's role is to guide and inform employees, regardless of whether or not the employees addressed HR in response to an incident or complaint of violence or harassment.

#### **4. Internal Complaints Management Body (ICMB)**

4.1. The Internal Complaints Management Body (ICMB) operates ethically, with impartiality, autonomy and transparency and consists of the following executives of the Company:

- Human Resources Manager,
- Head of Legal Services,
- Internal Audit & Compliance Manager.

4.2. The Internal Complaints Management Body (ICMB) is responsible for the immediate management of internal complaints, with a thorough and impartial investigation, promoting a safe working environment, with fairness and respect for human dignity.

4.3. In carrying out their duties, the members of the Internal Complaints Management Body operate with impartiality, transparency, fairness and full protection of the confidentiality and personal data of all parties involved, both the complainant and the accused.

4.4. The body (ICBM) shall keep a Register of all internal complaints handled for a reasonable period of time in accordance with the legislation in force. The file is kept in the Human Resources Department and is accessible exclusively to the members of the ICMB.

4.5. All complaints brought to the attention of the Internal Complaints Management Body (ICMB) shall be dealt with within no more than one month of receipt.

4.6. No later than 7 days after receipt of the complaint, the complainant and the accused shall be informed and the first hearing shall be held by the ICMB. If the complaint involves a member of the ICMB or an employee of the member's management, their participation in handling the specific internal complaint automatically ceases and they are replaced by specific executives who have been appointed for this purpose as alternate members by the Company's Management.

4.7. Management is informed by the Human Resources Manager in real time of all internal complaints of violence and harassment.

#### **5. Channels & Process of submitting Internal Complaints/Reports**

5.1. The process of submitting internal complaints/reports is exclusively in writing, anonymously or otherwise through one of the following communication channels.

- The available channels for the submission of the complaint/report documents are: Complaint boxes: kept in secure locations on the Company's premises in a designated area with unrestricted and discreet access. Complaints are collected regularly with a maximum collection period of one month, jointly by the Internal Audit Manager & the Human Resources Manager.

- By post: to the address 'BARBA STATHIS M.A.B.E.E., Street A5 Industrial Zone of Thessaloniki, Sindos, P.O.Box. 1108, P.C. 57022", marked CONFIDENTIAL to the attention of the Internal Complaints Management Body (ICMB).

## **6. Content of an Internal Complaint/Report**

- 6.1. It is important that the internal complaint/report be in writing, clearly comprehensible and that its content is specific and as detailed as possible.
- 6.2. The internal complaint/report should include details such as names of persons involved, location and date when the reported incident took place.
- 6.3. It is very important that the complaint/report be made within a short period of time after the incident has taken place.
- 6.4. Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership or sensitive personal data concerning the health or sex life of the persons concerned are not relevant to the complaint and should not be included in it.
- 6.5. Allegations which are found to be manifestly malicious or even unfounded will be further investigated, both as to the motives as well as the persons involved, in order to restore order through all legal methods and means.
- 6.6. The Company cautions and urges all employees to avoid malicious or unfounded complaints.

## **7. Rights and Obligations**

- 7.1. The Company, irrespective of the number of staff employed, as well as the persons exercising managerial rights or representing the Company, is obligated to:
  - i. accept, investigate and handle any complaint or report by demonstrating zero tolerance for violence and harassment, in a confidential manner and in a way that respects human dignity, and not to obstruct the receipt, investigation and handling of such complaints or reports,
  - ii. provide assistance and access to any competent public, administrative or judicial authority in investigating any incident or behavior if requested to do so by the latter,
  - iii. provide employees with information on the potential risks of violence and harassment in the workplace and on the relevant prevention and protection measures, including the obligations and rights of employees and the employer in the event of such incidents,
  - iv. post in the workplace and make accessible all information on the procedures that exist at company level for reporting and dealing with such behavior, as well as the contact details for the competent administrative and judicial authorities in accordance with the applicable provisions.

7.2. It is the obligation of all employees who have become aware of an incident of violence or harassment at work to assist in the timely processing of an internal complaint.

### **Rights of victims**

7.3. Any person affected by an incident of violence and harassment, even if the employment relationship in the context of which the incident or misconduct is alleged to have occurred against them has terminated, has the right, in addition to judicial protection, to appeal to the Labor Inspectorate and the Ombudsman as the body promoting and supervising the principle of equal treatment and to lodge a complaint within the company in accordance with this policy.

7.4. Anyone who is subject to an incident of violence and harassment against them has the right to leave the workplace for a reasonable period of time, without loss of pay or other negative consequence, if in their reasonable belief there is an imminent serious risk to their life, health or safety, in particular when the perpetrator of such conduct is a superior or the Company does not take the necessary and appropriate measures to restore peaceful labor relations, or when such measures are not sufficient to stop the violent and harassing behavior.

7.5. In this case, the departing employee must inform the Company in advance in writing, citing the incident of violence and harassment and the circumstances that justify their belief that there is a serious risk to their life, health or safety. If no risk exists or has ceased to exist and the person refuses to return to the workplace, the employer can appeal to the Labor Inspectorate to have the dispute resolved.

7.6. When the Company or any person exercising managerial authority or representing the Company, violates the prohibition of violence and harassment when concluding or refusing to conclude a legal relationship with a person during or upon termination of the legal relationship, they are in violation of labor law and the prescribed sanctions shall be imposed on them.

7.7. In all cases, the breach of the prohibition gives rise, to a claim for full compensation of the person affected, amongst other things, covering any damage and consequential losses, as well as their non-pecuniary damage.

7.8. Where one is affected by an incident of violence and harassment while accessing an employment opportunity, during the employment relationship or even if the contract or employment relationship under which the incident or conduct is alleged to have occurred has terminated, one has: (a) the right to judicial protection; (b) to file a claim, a complaint and a request for an employment dispute with the Labor Inspectorate, within its statutory powers; (c) to report to the Ombudsman, within their statutory powers; and (d) to file a complaint within the Company in accordance with the complaint management policy. In any event, when a report of such conduct within the company is made, the victim reserves every right to appeal to any competent authority.

7.9. The Hellenic Labor Inspectorate (SEPE) complaints hotline, through the 1555 citizens' helpline as well as for emergent psychological support and counselling service for female victims of gender-based violence, victims can contact the SOS Line 15900.

## 8. Personal data

Any processing of personal data under this procedure is carried out in accordance with the national and European legislation applicable to personal data and the Company's personal data protection policy. The data of all parties involved are protected and processed solely in connection with the complaint and within the framework of the Law on combating violence and harassment at work. The Company takes all necessary technical and organizational measures for the protection of personal data, in accordance with its personal data protection policy. Sensitive personal data and other data not directly related to the complaint will not be taken into account and will be deleted.

Only those involved in the management and investigation of the incident may have access to the data contained in the complaints, i.e. the members of the internal complaints management body (ICMB) or any specialized external consultants or designated consultants of the Company appointed to investigate the incident in question. The personal data will be deleted within a reasonable period of time upon completion of the investigation which was initiated based on the complaint.

## ARTICLE 50

### HUMAN RIGHTS

Respect for human rights is one of the Company's fundamental principles and we are committed to protecting and promoting respect for human rights within and outside the Company.

We continuously strive to ensure a healthy (physically and emotionally) and safe working environment in accordance with both the applicable laws and regulations and our internal Health and Safety Policy.

We ensure that we take measures to prevent and combat violence and/or harassment and/or bullying in the workplace.

We respect the diversity of the people we work with and there is zero tolerance for any form of discrimination and/or harassment. We are committed to the principle of equal opportunities and equal treatment regardless of age, gender, nationality, social origin and social status or sexual orientation and expertise such as skills, education, background, culture and cognitive characteristics such as way of thinking, personality and style.

We respect and support our employees' right to motherhood and family life. We seek to improve work-life balance by providing support to our employees through social welfare benefits, depending on local circumstances and expectations.

We respect the freedom of collective bargaining and association. We engage in constructive dialogue with the legally recognized associations set up by our employees.

We do not employ anyone under the age of 18 at our business. We offer young people the opportunity to carry out apprenticeship, internship and gain work experience at our Company, following a relevant educational process approved either by the Company or by external bodies.

The use of any form of forced or compulsory labor, including work by virtue of a loan agreement, corporal punishment, psychological or physical coercion and sexual harassment, as well as sexual and verbal abuse, is prohibited. No employee is deprived of their legal documents for any reason.

## **ARTICLE 51**

### **EFFECTIVE DATE OF THE EMPLOYEE HANDBOOK**

the regulations within this Handbook shall enter into force from the date of its signing and posting in the “Ergani” Information System of the Ministry of Labor and Social Security.

Upon the entry into force of these regulations, all previous Employee Handbooks shall be repealed.

The Company’s Payroll Manager Ms. Efthymia Mavrou is authorized to take all necessary actions and deliver one (1) signed copy to each party with the protocol number from its posting in “Ergani”.

In witness whereof, this written agreement has been executed in two (2) identical originals, which, after being signed, each party has received one (1).

### **THE CONTRACTING PARTIES**

(Signatures)

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