WORKPLACE REGULATION

OF

SIRMA GROUP JSC

AND ITS SUBSIDIARIES

last updated on 18 June 2026

CONTENTS

I. General Provisions 2
II. Employment Relationship 3
III. Employer's Obligations 5
IV. Employee's Obligations 6
V. Working Time, Rest Periods and Leave 7
VI. Remote Work 8
VII. Equal Treatment and Protection of Dignity 12
VIII. Disciplinary Liability 12
IX. Financial Liability 13
X. Compensation 14
XI. Healthy and Safe Working Conditions 14
XII. Access Control 15
XIII. Adoption and Application 15

WORKPLACE REGULATION OF SIRMA GROUP JSC AND ITS SUBSIDIARIES

I. General Provisions

Art. 1. Purpose and legal basis

(1) This Workplace Regulation (the "Regulation") is issued on the basis of Art. 181(1) of the Labour Code ("LC"). It sets out the rights and obligations of employees and of the employer as parties to an employment relationship and regulates the organisation of the work process and the provision of health and safety at work.

(2) The Regulation was adopted by the Board of Directors of Sirma Group JSC and is applied by Sirma Group JSC and its subsidiaries ("Sirma" or the "Group") under the conditions of Art. 2.

(3) "Employer" within the meaning of the Regulation is the company of the Group with which the employee has concluded an employment contract.

Art. 2. Scope

(1) The Regulation applies to all employees of Sirma Group JSC.

(2) Each subsidiary is a separate employer and applies the Regulation from the date on which its management body has adopted it by resolution. Until that date the subsidiary applies its own internal rules.

(3) Where a subsidiary is registered or has employees in another country, the Regulation applies to the extent that it does not conflict with mandatory provisions of local labour law, which prevail.

Art. 3. Legal framework

In drawing up the Regulation, the provisions of the following legal acts were taken into account:

1. the Labour Code;
2. the Ordinance on Working Time, Rest Periods and Leave;
3. Ordinance No. 15 of 31 May 1999 on the conditions, procedure and requirements for the development and introduction of physiological regimes of work and rest during working hours;
4. the Health and Safety at Work Act;
5. the Protection against Discrimination Act;
6. Regulation (EU) 2016/679 (GDPR) and the Personal Data Protection Act;
7. the Act on the Protection of Persons Who Report or Publicly Disclose Information on Violations.

Art. 4. Familiarisation with the Regulation

(1) The employer familiarises each employee with the Regulation and with the internal normative documents before the employee starts work, against a signature.

(2) Each employee is obliged to comply with the Regulation and the internal normative documents.

(3) The Regulation and the internal normative documents are available to employees as provided in Art. 62.

Art. 5. Internal normative documents

(1) In addition to the Regulation, the internal order at Sirma is governed by specialised internal normative documents. These include various rules, policies, procedures, codes and others.

(2) Some of the internal normative documents are public and are available on Sirma's website (www.sirma.com), in the corporate governance section.

(3) Other documents are not public, and access to them is restricted to Sirma's employees. Together with the public documents, they are available on the Group's internal platform www.staff.sirma.com.

II. Employment Relationship

Art. 6. Establishment of the employment relationship

(1) The basis for the establishment of an employment relationship is the employment contract.

(2) The employment contract is concluded in writing before the start of work.

(3) When concluding the employment contract, the employer familiarises the employee with the work duties arising from the position held or the work performed.

Art. 7. Documents on starting work

A person wishing to start work attaches to the application to the employer:

1. a completed personal data form;
2. an identity document;
3. a diploma or other document certifying the education, speciality, qualification, legal capacity, academic title or academic degree required for the advertised position;
4. documents certifying the length of service acquired in the speciality, where such is required for the position;
5. a medical examination document where required by law, including on first starting work and after a break in work under an employment relationship of more than 3 months.

The employer does not require documents and data that are not provided for by law or are not necessary for holding the position.

Art. 8. Copy of the contract and entry in the employment register

(1) Before the employee starts work, the employer provides the employee with a copy of the employment contract signed by both parties and a copy of the entry of the start of the employment relationship under Art. 62(3) LC, certified by the territorial directorate of the National Revenue Agency (NRA). The employer does not admit the employee to work before providing these documents.

(2) The employer, or a person authorised by it, enters the data in the employment register within three days of the conclusion or amendment of the employment contract and within seven days of its termination (Art. 62(3) LC).

Art. 9. Starting work

(1) The employee is obliged to start work within one week of receiving the documents under Art. 8(1), unless the parties have agreed another period. If the employee does not

start work within that period, the employment relationship is deemed not to have arisen, unless this is due to reasons beyond the employee's control of which the employee notified the employer before the period expired.

(2) Performance of the obligations under the employment contract begins when the employee starts work, which is certified in writing.

Art. 10. Probation period

(1) The employer may conclude employment contracts with a probation period of up to 6 months where the work requires verification of the employee's suitability to perform it. Where the work is for a fixed term of less than one year, the probation period is up to one month.

(2) The employment contract with a probation period states in whose favour the probation period has been agreed. If this is not stated, the period is deemed to be agreed in favour of both parties.

Art. 11. Amendment of the employment relationship

(1) Neither the employer nor the employee may unilaterally change the content of the employment relationship, except in the cases and under the procedure established by the LC.

(2) The employment relationship may be amended by written agreement of the parties for a fixed or an indefinite period.

(3) It is not an amendment of the employment relationship where the employee is moved to another workplace in the same enterprise without any change of the designated place of work, the position and the amount of the basic salary.

(4) On every amendment of the employment relationship, the employer provides the employee with written information on the changes at the first opportunity or at the latest within one month after the amendment takes effect.

Art. 12. Business trips

(1) Where the needs of the enterprise so require, the employer may send the employee on a business trip to perform the employee's work duties outside the place of permanent work, but for no more than 30 calendar days without interruption.

(2) A business trip for a period longer than 30 calendar days is made with the employee's written consent.

Art. 13. Work abroad

Where the employer sends an employee to work abroad for more than one month, it informs the employee in writing before departure of:

1. the duration of the work;
2. the currency in which the remuneration will be paid;
3. the additional remuneration, if any is provided for;
4. the conditions for return to the country.

Art. 14. Personal data of employees

(1) The employer processes the personal data of employees and job applicants in accordance with Regulation (EU) 2016/679 and the Personal Data Protection Act, and

only to the extent necessary for the employment relationship or for compliance with a legal obligation.

(2) The employer informs employees about the processing of their personal data, their rights and how to exercise them. For questions about personal data, employees may contact the data protection officer at gdpr@sirma.com.

(3) Access to personal data and employment files is granted only to persons for whom it is necessary in connection with their duties.

(4) The employee is obliged to notify the employer promptly of changes in data that are relevant to the employment relationship, such as the correspondence address and the bank account for payment of remuneration.

Art. 15. Termination of the employment relationship

(1) The employment relationship is terminated on the grounds and under the procedure established by the LC, subject to the notice periods provided for by law or by the contract.

(2) On termination of the employment relationship, the employer issues an order or other document certifying the termination.

(3) At the latest on the last day of the employment relationship, the employee hands over to the employer the work equipment, documents, data carriers and access rights provided to the employee and settles any accountable sums. The employer pays the amounts and compensation due within the periods and under the procedure of the LC.

III. Employer's Obligations

Art. 16. Normal working conditions

The employer is obliged to ensure normal conditions for performing the work under the employment relationship by providing:

1. the work defined when the employment relationship was established;
2. a workplace and conditions that correspond to the nature of the work;
3. healthy and safe working conditions;
4. a job description;
5. instructions on the order and manner of performing work duties and exercising employment rights;
6. familiarisation with the Regulation and the other internal normative documents;
7. familiarisation with the rules on health and safety at work.

Art. 17. Payment for work

The employer is obliged, within the established periods:

1. to accrue in the payroll the remuneration of employees for work performed;
2. to pay the agreed remuneration for the work performed;
3. to issue, at the employee's request, an extract from the payroll for remuneration paid or unpaid.

Without the employee's consent, the employer may make deductions from remuneration only in the cases under Art. 272 LC.

Art. 18. Documents relating to the employment relationship

(1) At the employee's written request, the employer issues and provides the necessary documents certifying facts related to the employment relationship within 14 days of the request.

(2) Within the same period and at the employee's written request, the employer provides the employee with an objective and fair reference on the employee's professional qualities and work results, or an objective and fair recommendation when applying for work with another employer.

Art. 19. Social insurance

The employer insures the employee against all social insurance risks under the conditions and procedure laid down in law and secondary legislation.

IV. Employee's Obligations

Art. 20. General obligations

(1) The employee is obliged to perform the work agreed and to observe the established work discipline.

(2) The employee performs work duties accurately and in good faith.

Art. 21. Specific obligations

In performing the work agreed, the employee is obliged:

1. to arrive at work on time and to be at the workplace until the end of working hours;
2. to arrive at work in a condition that allows the employee to perform the assigned tasks;
3. not to use alcohol or other intoxicating substances during working hours;
4. to use the entire working time for the assigned work;
5. to perform the assigned work in the required quantity and quality;
6. to observe the technical and technological rules;
7. to observe the rules on health and safety at work;
8. to carry out the lawful orders of the employer;
9. to look after with care the property entrusted to the employee and to which the employee has access in performing the assigned work;
10. to economise on the raw materials, materials, energy, funds and other resources provided to the employee for performing work duties;
11. to be loyal to the employer by not abusing its trust, protecting its good name and not disclosing confidential information;
12. to comply with the internal normative documents;
13. not to hinder other employees in performing their work duties;
14. to coordinate the employee's work with other employees and to assist them in accordance with the employer's instructions;
15. to perform all other duties arising from a legal act, from the employment contract and from the nature of the work.

Art. 22. Information security and work equipment

(1) The work equipment, systems and accounts provided by the employer are used for work purposes and in accordance with the internal rules on information security and data protection.

(2) The employee does not disclose passwords and access credentials to others and immediately notifies the direct manager of loss or theft of equipment, of any suspected unauthorised access and of any other security incident.

(3) The employee keeps confidential the information that has become known to the employee in connection with work and is liable for its disclosure in accordance with the law and the employment contract.

Art. 23. Conflict of interest

(1) The employee avoids situations in which the employee's personal interest conflicts or may conflict with the employer's interests.

(2) An employee who finds himself or herself in such a situation notifies the direct manager in writing and acts in accordance with Sirma's Anti-Corruption Policy and Code of Ethics.

V. Working Time, Rest Periods and Leave

Art. 24. Subject of the section

This Regulation establishes the distribution of working time, the time of mandatory presence in Sirma's offices, and the rest periods and leave.

Art. 25. Working hours

(1) The working week is five days with a normal weekly working time of 40 hours.

(2) The normal duration of daily working time is 8 hours.

(3) Working time may not start later than 10:00 and may not end earlier than 17:00 (time of mandatory presence).

(4) Outside the time of mandatory presence, each employee determines the start of his or her working time and agrees it with the direct manager.

(5) Each employee is entitled to a lunch break of at least half an hour. It is not included in working time.

(6) Where circumstances require a deviation from the agreed working time, such as arriving late or leaving the office early, the employee notifies the direct manager and agrees the change with him or her.

Art. 26. Recording of working time

(1) The employer keeps a record of the time worked by employees under the procedure it has established.

(2) The employee records the time worked and the work performed in the relevant recording system and is responsible for the accuracy of the data entered.

Art. 27. Overtime

Overtime is work performed outside the established working time on the instruction, or with the knowledge and without the objection, of the employer or the relevant manager.

Overtime is prohibited, except in the cases and under the procedure provided for in the LC, and is paid or compensated with time off as provided by law.

Art. 28. Daily and weekly rest

(1) Employees are entitled to an uninterrupted daily rest of not less than 12 hours.

(2) Employees are entitled to a weekly rest of two consecutive calendar days – Saturday and Sunday.

Art. 29. Night work

The organisation of work at Sirma does not provide for night work. Where it is exceptionally necessary, the provisions of the LC and of the Ordinance on Working Time, Rest Periods and Leave apply.

Art. 30. Official holidays

The employer observes the official holidays of the country in which its offices are located.

Art. 31. Paid annual leave

(1) Paid annual leave is 20 working days for the relevant calendar year (Art. 155(4) LC), or more where provided for by law or agreed in the employment contract.

(2) Each employee is entitled to paid annual leave. On starting work for the first time, the employee may use paid annual leave once the employee has acquired at least 4 months of length of service (Art. 155(2) LC). Once acquired, the right to paid annual leave is retained until the end of the employee's employment.

Art. 32. Procedure for taking leave

(1) The employee submits a written request, including by electronic means, to the direct manager. Leave is taken after the employer's approval.

(2) Use of paid annual leave may be postponed to the following calendar year under Art. 176 LC. Postponed or unused leave is provided in the following calendar year, but no later than 6 months from the end of the year for which it is due. The right to use it lapses under the statute of limitations under Art. 176a LC.

(3) Unpaid leave is granted by the employer at the employee's request under Art. 160 LC, irrespective of whether the employee has used his or her paid annual leave.

(4) Leave due to temporary incapacity for work, pregnancy, childbirth and child care and other types of leave are taken in accordance with the LC and the Social Insurance Code.

VI. Remote Work

Art. 33. Basis and scope

(1) The employee may work remotely under Art. 107z–107n LC and the rules of this Section VI.

(2) Remote work is voluntary. The employer may propose to the employee, and the employee may propose to the employer, a move from work on the employer's premises to remote work (Art. 107z(4) and (5) LC). The employee's refusal may not lead to adverse consequences for the employee.

(3) The move to remote work is made by an additional agreement to the individual employment contract. It specifies the place and nature of the remote work, the conditions

and procedure for its performance, the work regime and the conditions and procedure for moving back to work on the employer's premises (Art. 107z(3), (6) and (7) LC). The parties may agree that the rules of this Section VI apply.

(4) This Section VI does not affect the employer's right to assign temporary remote work to the employee without the employee's consent during a declared state of emergency or emergency epidemic situation under Art. 120b LC, or in other cases and under the conditions of another applicable legal act.

Art. 34. Work regime

In a mixed work regime (on the employer's premises and remotely) under Art. 107z(6), item 1 LC, agreed in the agreement under Art. 33(3), the two regimes are applied as follows:

1. the employee's main work regime is work on the employer's premises, unless otherwise agreed in the agreement;
2. remote work is performed in the periods, at the time of day and from the place agreed in the agreement.

Art. 35. Employee's proposal

(1) An employee who wishes to move to remote work submits a proposal to the employer stating the period during which the employee wishes to work remotely, the time of day during which the employee wishes to work and the place from which the employee will work.

(2) The employer considers the proposal within 3 working days. Remote work begins after the agreement under Art. 33(3) is signed. If the employer does not respond to the proposal within that period, it is deemed not accepted.

(3) The employer's powers under this Article are exercised by the employee's direct manager.

Art. 36. Return to work on the employer's premises

The employee moves from remote work to work on the employer's premises under the conditions under Art. 107z(6), item 2 LC, agreed in the agreement, namely:

1. upon expiry of the period for which remote work was agreed – in this case the employee reports for work on the employer's premises without any separate declaration by either party;
2. if, in the employer's assessment, the employee's remote work is not effective – in this case the employer, by a separate written declaration, terminates remote work until the end of the period for which it was agreed;
3. if, in the employer's assessment, the employee's presence in the office is necessary on a particular day (for example because of an emergency, a meeting or an urgent commitment) – in this case the employer, by a separate declaration, terminates remote work for the relevant working day or part of it;
4. in the cases under Art. 37 – in these cases the employee notifies the employer in advance of the return to work on its premises.

Art. 37. Cases in which remote work is not permitted

The employee may not work remotely and is obliged to report for work at the employer's premises where the employee works:

1. where the employee cannot provide the conditions for remote work set out in Art. 39;
2. irrespective of the employer's consent, where, according to the circumstances, the employee knows or may assume that work from a place other than the employee's workplace on the employer's premises would not allow the employee to perform work duties effectively.

Art. 38. Employer's powers

The employer may at any time unilaterally:

1. determine, by an internal act, rules for the procedure for assigning and reporting remote work, as well as for the content, volume, results achieved and other characteristics of the work that are relevant for reporting what has been done (Art. 107z(9) LC);
2. introduce restrictions on the possibility of remote work, change the procedure for considering proposals and discontinue the possibility of concluding new agreements; agreements already concluded remain in force in accordance with their terms.

Art. 39. Employee's duties when working remotely

When working remotely, the employee is obliged:

1. to provide a designated space for a workplace outside the employer's premises and to give the employer written information on its characteristics (Art. 107i(1) and Art. 107k(2) LC);
2. to maintain the workplace in accordance with the health and safety requirements laid down by law, the employer's requirements, its policy on work organisation and on health and safety at work, and the rules and standards prescribed to the employee;
3. to use only the technical equipment (computer, mobile device) and software provided by the employer for work on its premises;
4. to use the connectivity provided under Art. 43 and to maintain secure and reliable communication with the employer, necessary for the normal performance of work duties, in compliance with the requirements of this Regulation and the employer's internal acts;
5. not to use public (accessible to an unlimited or wide circle of users) and open (not password-protected) networks to access the internet and connect to the employer;
6. to store work data and information separately from personal data and information and to comply with the requirements and apply the data protection systems prescribed by the employer;
7. to exercise the care of a prudent manager with respect to the employer's equipment and software and to use them for work purposes only;
8. to notify the employer immediately of damage to or theft of the equipment, of a failure in the information or communication systems used with the employer, or of any doubt about the reliability and protection of the equipment and internet connection;
9. to maintain constant communication with the employer and its other employees during working hours and to be available by e-mail, via the platforms the employee is required to log in to for correspondence, time reporting and problem resolution

(ticketing system), by telephone or through other means of communication at the employer's discretion.

Art. 40. Organisation of working time and breaks

While working remotely, the employee:

1. organises his or her own working time so as to be available and working during the time in which the employer and its commercial partners are in communication, in all cases in compliance with the terms of the employment contract and this Regulation;
2. determines his or her own breaks within working time in accordance with the provisions of the employment contract, this Regulation and the applicable legal requirements.

Art. 41. Information on health and safety

The employer informs the employee of the requirements for work organisation and for safe and healthy working conditions in accordance with the legal acts and with its internal rules and policies on health and safety at work.

Art. 42. Technical checks

The employer may at any time ask the employee to return or provide access to the employee's work equipment and software for the purpose of technical checks.

Art. 43. Equipment and costs of remote work

(1) The employer provides at its own expense the equipment needed for remote work and the consumables for its operation, software, technical maintenance, devices for communication with the employee, including internet connectivity, and data protection (Art. 107i(3) LC).

(2) Matters relating to the equipment of the workplace, the duties and costs of its maintenance and the other conditions for the delivery, replacement and maintenance of the equipment are agreed in the individual employment contract (Art. 107i(2) LC).

Art. 44. Assignment and reporting of work

(1) Within the work process, the employer may at any time assign work duties to the employee through the established means of communication and set requirements for the performance of tasks, the volume of work and the results achieved.

(2) The employee is obliged to report at the end of each working day the work done during the day in the relevant time-recording system. Irrespective of this, the employer has the right at any time to require a report on the performance of work duties and assigned tasks in a form and with a content determined by the employer.

(3) The employee is responsible for the accuracy and reliability of the data and information provided to the employer.

(4) Where work is assigned and reported through an information system, the employer provides the employee with written information on the type and volume of work-related data collected, processed and stored in it (Art. 107z(10) LC).

VII. Equal Treatment and Protection of Dignity

Art. 45. Equal treatment

(1) The employer and the employees observe the principle of equal treatment. Direct or indirect discrimination on grounds prohibited by law is not permitted in recruitment, determination of remuneration, training, career development, working conditions and termination of the employment relationship.

(2) Harassment, violence and degrading behaviour, including sexual harassment, are not permitted at the workplace, on business trips, in electronic communication and when working remotely.

Art. 46. Reports and protection

(1) An employee who believes that he or she has been the subject or a witness of conduct under Art. 45 may report to Sirma's HR Director or through the channel under the Internal Rules for Submitting Signals and Protection of Persons Submitting Signals or Publicly Disclosing Information for Violations (the "Whistleblowing Rules").

(2) Reports are handled confidentially and objectively. Retaliation against a person who has made a report in good faith is prohibited.

(3) A breach of the rules of this Section VII is a violation of work discipline under Art. 47.

VIII. Disciplinary Liability

Art. 47. Violations of work discipline

(1) Culpable failure to perform work duties is a violation of work discipline.

(2) Violations of work discipline are:

1. lateness, leaving work early, failure to report for work or failure to make full use of working time;
2. reporting for work in a condition that does not allow the employee to perform the assigned tasks;
3. failure to perform the assigned work; failure to observe the technical and technological rules;
4. producing poor-quality products or results;
5. failure to observe the rules on health and safety at work;
6. failure to carry out the lawful orders of the employer;
7. abuse of trust and damage to the good name of the employer;
8. disclosure of confidential data and information;
9. damage to the employer's property; waste of materials, raw materials, energy and other resources;
10. violation of the rules on information security and data protection, of the rules on equal treatment and protection of dignity under Section VII and of the access control rules;
11. failure to perform other work duties arising from legal acts, the Regulation, the employment contract or determined when the employment relationship was established.

Art. 48. Disciplinary penalties

(1) The disciplinary penalties are:

1. reprimand;
2. warning of dismissal;
3. dismissal.

(2) In determining the disciplinary penalty, the gravity of the violation, the circumstances in which it was committed and the employee's conduct are taken into account.

(3) Only one disciplinary penalty may be imposed for the same violation of work discipline.

Art. 49. Procedure for imposing a penalty

(1) Compliance with work discipline is monitored by Sirma's HR Director. The HR Director notifies the Executive Director in writing of the violations found.

(2) Before imposing a disciplinary penalty, the employer is obliged to hear the employee or accept the employee's written explanations and to collect and assess the evidence indicated (Art. 193 LC).

(3) Disciplinary penalties are imposed by a reasoned written order issued by Sirma's HR Director as an official with managerial functions designated by the employer (Art. 192(1) LC). The order states the offender, the violation, when it was committed, the penalty and the legal provision on which it is imposed (Art. 195(1) LC).

(4) The disciplinary penalty is imposed no later than 2 months from discovery of the violation and no later than 1 year from its commission (Art. 194(1) LC).

(5) The order is served on the employee against a signature, noting the date of service (Art. 195(2) LC). The employee may challenge the penalty imposed in court.

(6) Disciplinary penalties are expunged one year after they are imposed (Art. 197(1) LC).

IX. Financial Liability

Art. 50. Financial liability of the employee

(1) The employee is financially liable for damage caused to the employer through negligence during or in connection with the performance of work duties (Art. 203(1) LC). The employee is liable for the loss suffered, but not for lost profit (Art. 205(1) LC).

(2) For damage caused through negligence, the employee is liable in the amount of the damage, but not more than the agreed monthly remuneration (Art. 206(1) LC). For damage caused intentionally or as a result of a criminal offence, liability is determined by the civil law (Art. 203(2) LC).

(3) The employee is not financially liable for damage resulting from normal production and business risk.

(4) The employee immediately notifies the direct manager of any damage or loss of property that comes to the employee's knowledge.

X. Compensation

Art. 51. Compensation on business trips

On a business trip, the employee is entitled to receive, in addition to his or her gross remuneration, travel, daily subsistence and accommodation allowances under the conditions and in the amounts determined by the legal acts.

Art. 52. Compensation for unused leave

(1) On termination of the employment relationship, the employee is entitled to monetary compensation for unused paid annual leave, the right to which has not lapsed under the statute of limitations (Art. 224(1) LC). The same applies on termination before 4 months of length of service have been acquired (Art. 155(3) LC).

(2) The compensation under para. 1 is calculated under Art. 177 LC as of the date of termination of the employment relationship (Art. 224(2) LC).

(3) Paid study leave for students and doctoral candidates without release from production and for an entrance examination at an educational institution, if not used, is not compensated in money (Art. 224(3) LC).

Art. 53. Other compensation

Other compensation in connection with the employment relationship, including on its termination, is paid in the amounts and under the procedure determined in the LC.

XI. Healthy and Safe Working Conditions

Art. 54. Provision of healthy and safe working conditions

(1) The employer is obliged to ensure healthy and safe working conditions so that the dangers to the life and health of the employee are eliminated, limited or reduced.

(2) The employer approves rules for ensuring healthy and safe working conditions, which are announced in an appropriate manner at the workplaces. They apply together with the Health and Safety Policy of Sirma Group JSC.

Art. 55. Briefing and training

(1) All employees are briefed and trained in safe working methods under the procedure laid down in the legal acts.

(2) Employees whose work involves the use, operation and maintenance of machines and other technical equipment, and employees engaged in activities that endanger their health and life, are necessarily briefed, trained and examined on the rules for ensuring healthy and safe working conditions.

(3) Persons without the necessary knowledge and skills regarding the rules for ensuring healthy and safe working conditions are not admitted to work.

Art. 56. Medical examinations

(1) Employees are subject to mandatory periodic medical examinations in the cases and under the procedure provided for by law.

(2) The medical examinations under para. 1 are at the employer's expense.

(3) The employer and the officials in the enterprise are obliged to keep secret the data on employees' state of health and the information from and about the relevant medical examinations.

Art. 57. Prevention and reporting of accidents

(1) The employer is obliged to take measures to prevent and reduce occupational accidents, general illnesses and occupational diseases.

(2) The employee uses the protective equipment provided for its intended purpose and immediately notifies the direct manager of any danger to health and safety, of an occupational accident or of any deterioration of his or her health in connection with work.

(3) The employer investigates, registers and reports occupational accidents under the procedure provided for by law.

XII. Access Control

Art. 58. Access of employees

(1) Each employee has the right of free access to his or her workplace within the established working hours.

(2) Each employee has the right of access to his or her workplace outside working hours with the permission of the direct manager or of the employee acting in his or her place.

(3) Upon termination of the employment relationship, the employee acquires the status of an external person and access to Sirma's offices is subject to the access regime for external persons.

Art. 59. Control and access rules

(1) Compliance with the access regime is monitored by the security service designated by the employer ("SOT").

(2) The employer may approve, by order, detailed rules for access to certain work premises.

XIII. Adoption and Application

Art. 60. Matters not regulated

Matters not regulated by this Regulation are governed by the provisions of the labour legislation in force and the internal normative documents approved by the employer.

Art. 61. Entry into force and amendment

(1) The Regulation enters into force on the day of its adoption by the Board of Directors of Sirma Group JSC.

(2) The Regulation may be amended, supplemented or updated under the procedure of its adoption, and also where changes in the legal acts require it. Employees are informed of the amendments.

Art. 62. Access to the Regulation

A printed copy of the Regulation is kept in the "Administration" department and is available to all employees. The Regulation is also available on Sirma's internal platform www.staff.sirma.com together with the other internal documents.

Final provisions

§ 1. By resolution of the General Meeting of Shareholders of 18 June 2026, the name of the Company was changed from "Sirma Group Holding" JSC to Sirma Group JSC (registered in the Commercial Register on 7 July 2026). All references to "Sirma Group Holding" JSC in the Group's documents are to be read as references to Sirma Group JSC.

§ 2. The subsidiaries adopt the Regulation by resolution of their management body under Art. 2(2).

Amendment history

Date	Decision	Amendment
24 Mar 2024	Decision of the Board of Directors	Revision of the Regulation
18 Jun 2026	Resolution of the General Meeting of Shareholders	Change of the Company name to Sirma Group JSC

* * *