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Employment Ltd "Baia",

Identification Code: **404592400** ; Address: Tbilisi, Archil Jorjadze, st N5

Tel: 577553867;

## Agreement

Tbilisi  
02.02.2024

№ 23142

On one hand, Ltd "Baia2", represented by its Director, Mr. Valeri Tsuleiskiri, ID: 39001006025 hereinafter referred to as the "Employer", Person Simay Kisaoglu ID: 64666077462 and on the other hand, Individual Person, hereinafter referred to as an "Employee", and a physical person Eka Mchedlidze ID: 01029603819, hereinafter referred to as a "customer". The Employer, employee and customer, together referred to as the "Parties" according to the legislation of Georgian Republic, hereby agree as follows:

### 1. The subject of the contract

1.1 The subject of the contract is the regulation of the labor relations between the employer, the employee and the customer.

1.2 The Employer shall employ the Employee in the position of a housekeeper upon the request of the customer.

### 2. General Terms and Conditions of Payment (Remuneration)

2.1 The Agreement regulates the relationship between the Employer, the Employee and the Customer.

2.2 The Parties acknowledge that their rights and obligations are governed by this Agreement,



applicable labor and administrative law, and any relations arising out of this Agreement shall be terminated by court.

2.3 The Parties have agreed to uphold this Agreement in good faith and to respect each other's rights.

2.4 The period of validity of the Agreement is mutually agreed upon by the parties:

To 15.03.2024 – 15.03.2025

2.5 The signing of this agreement means, that the parties have agreed to the terms and that the candidate has passed several days of probation, after which the Employer is obliged to reimburse the service fee to the employee, in particular: the staffing fee, which is 10% of the first month's salary payable to the candidate in \$ 120 (one hundred twenty) , which is paid directly by the client himself/herself and from the candidate's first month's salary 1200 (one thousand two hundred ) \$, 600 (six hundred ) \$, which is already deducted from the candidate's first month's salary, and the remaining amount is fully reimbursed in \$ 600 (six hundred ) to the employee in agreed period. The total amount \$ 720 (seven hundred sixty-two) and the money must be transferred on the **tbc Bank** - GE79TB7710436080100012 no later than MARCH 30.03.2024.

### 3. The rights and obligations of the parties

#### 3.1 Employer's Obligations and Benefits:

3.1.1 To select for the Customer(Client) in the chosen field of service (housekeeper), which will be paid by the required criteria and maximum accordance to the demands of the job seeker. And also, it means that with the contract signing the Agency has fulfilled its obligation and has chosen the likely candidate to the Customer close to the Client's maximum requirements, and on the other hand has found the relevant job to the candidate to his/her maximum compliance with the maximum requirements.

The candidate has already passed the probationary period and both the client and the hired candidate agree to the terms and conditions of the contract which is acceptable in terms to each other. And, thereby will be expired the agency's obligations to either party.

3.1.2 To introduce in writing or verbally to both parties-the Employer and the Employee their functions and responsibilities through the Head of Agency or his / her representative (any employee of the Agency). In case, the additional obligations terms are agreed the verbal agreement must be attached in writing form to the general agreement, otherwise the employer assumes no liability for any claims made by either party.

3.1.3 In case, within the contract period, the parties will have some kind of dissatisfaction towards each other, or any disagreement, for example - the employee's dissatisfaction about the quality of the work done by the employee, or in any other issue. But also, on the other hand if, the employee is dissatisfied with the pay or work schedule, or arise any kind of controversial





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3.62





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member, or has become seriously ill, so that no one other than him / her can be properly cared for, or the candidate himself has become suddenly impossible without being able to work for a long period. Or such other unforeseen circumstances, which were impossible to be foreseen and have been considered and recorded at the time of signing of the contract, which is equal to the above-mentioned circumstances. Documentary evidence of the above force majeure circumstances must be submitted to the employer by written or telephone call within 48 hours.

**3.3.6 Employee's Work Schedule: From Monday to Saturday (24 HOUR) Sunday day off.**

3.3.6 Ensure: housekeeping

- \*Regime protection
- \*Preparing dinner
- \* keeping clean the house
- \*iron work
- \*washing the clothes.
- \*reading books an spending time with kids.

**Warning! During the caregiver's illness (s), the nanny is strictly forbidden to arbitrarily give the child medication. All medications should be given to the child only at the doctor's request and in agreement with the mother of the child.**

**4. Additional Terms**

**4.1 Disputes between the Parties shall be settled by mutual agreement. In case of disagreement, the dispute will be finally resolved in accordance with the legislation in force in Georgia.**







[www.HRbaia.com](http://www.HRbaia.com)  
[yakansia@hrbaia.com](mailto:yakansia@hrbaia.com)

[www.HRbaia.com](http://www.HRbaia.com)  
[yakansia@hrbaia.com](mailto:yakansia@hrbaia.com)

Employment Ltd "Baia",

Identification Code: 404592400 ; Address: Tbilisi, Archil Jorjadze, st N5

Tel: 577553867;

## Agreement

Tbilisi  
02.02.2024

№ 23142

On one hand, Ltd "Baia2", represented by its Director, Mr. Valeri Tsuleiskiri, ID: 39001006025 hereinafter referred to as the "Employer", Person Simay Kisaoglu ID: 64666077462 and on the other hand, Individual Person, hereinafter referred to as an "Employee", and a physical person Eka Mchedlidze ID: 01029603819, hereinafter referred to as a "customer". The Employer, employee and customer, together referred to as the "Parties" according to the legislation of Georgian Republic, hereby agree as follows:

### 1. The subject of the contract

1.1 The subject of the contract is the regulation of the labor relations between the employer, the employee and the customer.

1.2 The Employer shall employ the Employee in the position of a housekeeper upon the request of the customer.

### 2. General Terms and Conditions of Payment (Remuneration)

2.1 The Agreement regulates the relationship between the Employer, the Employee and the Customer.

2.2 The Parties acknowledge that their rights and obligations are governed by this Agreement,



applicable labor and administrative law, and any relations arising out of this Agreement shall be terminated by court.

2.3 The Parties have agreed to uphold this Agreement in good faith and to respect each other's rights.

2.4 The period of validity of the Agreement is mutually agreed upon by the parties:

To 15.03.2024 – 15.03.2025

2.5 The signing of this agreement means, that the parties have agreed to the terms and that the candidate has passed several days of probation, after which the Employer is obliged to reimburse the service fee to the employee, in particular: the staffing fee, which is 10% of the first month's salary payable to the candidate in \$ 120 (one hundred twenty) , which is paid directly by the client himself/herself and from the candidate's first month's salary 1200 (one thousand two hundred ) \$, 600 (six hundred ) \$, which is already deducted from the candidate's first month's salary, and the remaining amount is fully reimbursed in \$ 600 (six hundred ) to the employee in agreed period. The total amount \$ 720 (seven hundred sixty-two) and the money must be transferred on the **tbc Bank** - GE97TB7710436080100012 no later than MARCH 30.03.2024.

### 3. The rights and obligations of the parties

#### 3.1 Employer's Obligations and Benefits:

3.1.1 To select for the Customer(Client) in the chosen field of service (housekeeper), which will be paid by the required criteria and maximum accordance to the demands of the job seeker. And also, it means that with the contract signing the Agency has fulfilled its obligation and has chosen the likely candidate to the Customer close to the Client's maximum requirements, and on the other hand has found the relevant job to the candidate to his/her maximum compliance with the maximum requirements.

The candidate has already passed the probationary period and both the client and the hired candidate agree to the terms and conditions of the contract which is acceptable in terms to each other. And, thereby will be expired the agency's obligations to either party.

3.1.2 To introduce in writing or verbally to both parties-the Employer and the Employee their functions and responsibilities through the Head of Agency or his / her representative (any employee of the Agency). In case, the additional obligations terms are agreed the verbal agreement must be attached in writing form to the general agreement, otherwise the employer assumes no liability for any claims made by either party.

3.1.3 In case, within the contract period, the parties will have some kind of dissatisfaction towards each other, or any disagreement, for example - the employee's dissatisfaction about the quality of the work done by the employee, or in any other issue. But also, on the other hand if, the employee is dissatisfied with the pay or work schedule, or arise any kind of controversial





issues, the parties are warned, that any dispute arising between them, is better to be resolved first, within the "Baia" agency area. Take in view, that "Baia2" agency can perform only limited mediator and advisory initiatives and instructions for the parties. And, also, they can apply to the court the decision of which shall be binding for each party.

### 3.2 Employer's obligations and obligations:

3.2.1 The employer must create to the employed the proper work conditions ( for example, such elementary conditions as, it is the heating in winter and air-conditioning in summer or other cooling facilities. In case, the candidate is responsible for laundry duty, there must be the possibility of a washing machine, not hand-washing method and the like. The employed must be supported with normal living conditions mentioned in the contract ...)

To protect the employee's rights under the contract terms related to the working hours and other conditions, otherwise, the relevant conditions have been created for the candidate reserves the right to withdraw from the job.

3.2.2 Reimburse the employee for the monthly service fee of \$ 1200 (one thousand two hundred ), except for the cost of the first month's service, from which the employee will pay only \$ 600 (six hundred).

3.2.3 In case of non-payment of the aforementioned amount by the Employer or the Employed Candidate to the Agency (Baia2 Ltd), the Employer will be charged an additional Gels 2 (two) on each exceeding day.

3.2.4 The employer is strictly prohibited to dismiss an employee arbitrarily from the job, and if such fact becomes imminent, for example, the customer has lost a job or a source of income he/she had had, or the other unexpected family circumstances and reasons, and is no more able to hire any staff - in this case, the employee must be informed no later than 15 days before. or, if the fact occurs unexpectedly the employer must give the employee a reasonable period of time. meantime the employee had possibility to try finding a new job again through the agency or otherwise.

3.2.5 The Employer reserves the right to deduct 56 (fifty-six) Gels from each paid day if the candidate fails to appear at the job for one full day, although this is only a right and not an obligation and the parties can agree otherwise on the spot. Information about the employee missed days may be given in writing to the "BAIA2" Agency by email to [vakansia@hrbaia.com](mailto:vakansia@hrbaia.com) or by a phone directly to the Head of the Agency at 598857657 or by personally appearing at the Agency and make a verbal notification, But, here must be again mentioned as it was indicated above, in case of the controversial issue the head of the agency can only perform a mediatory and advisory initiatives and instructions. The agency can apply to the court and sue against the employee to charge him/her with the penalty of money deduction from the salary of the employee the right of which is fixed in the contract guidelines.

3.2.6. An employer may dismiss a hired employee if he or she does not like the quality of the employee's work or he/she is behaving in a manner, which is not acceptable at all in particular society, however, there must be a document confirming the fact in writing form to the "BAIA" Agency, or additional compromising materials, also to send the video recording to the Agency's





email, if there is any, or to convey in any other communicational way to [vakansia@hrbaia.com](mailto:vakansia@hrbaia.com), but it should be construed that after getting the information about the unacceptable facts related to employee's performance, the Agency reserves the right to only perform a mediatory and advisory initiatives and recommendations, or the employer must apply to the court.

### 3.3 Employees' Obligations and Rights:

3.3.1 To perform the duties set forth in the Agreement in good faith, with due regard.

3.3.2 Follow the work schedule set forth in paragraph 3.3.6 of this Agreement.

3.3.3 The Employee may notify to the Employer's Administration in case the customer's misbehavior towards the employee in writing form within 48 hours of the occurrence of such an event in writing form to administration of the Employer on the following telephone number: + 995 577 55 38 67; Also by e-mail: [Hrbaia.com@gmail.com](mailto:Hrbaia.com@gmail.com) or via Skype e-mail: [saagentobaia](mailto:saagentobaia). However, the Agency may only report such a fact and issue only recommendation, or giving guidance to the parties, if there arise any dispute between them to submit to court and represent any compromising proof.

3.3.4 The Employee reserves the right to require the Employer additionally 56 (fifty-six) for extra working days specified in paragraph

3.3.6 of this Agreement, although this is only a right and not a liability and the parties may agree otherwise on the spot.

Information about the aforementioned extra days, the employee may inform in writing form to the Agency "Baia2" on an e-mail to [vakansia@hrbaia.com](mailto:vakansia@hrbaia.com) or by phone directly to the head of the agency 577553867 or personally appear in the agency and verbally notify the actual fact, that besides agreed schedule, the employee is forced for the overtime schedule and extra days working and is not compensated for extra days (if any), however, as in the case of other disputed matters, the employer should apply to the customer to give for the aforementioned amount of payment to the employee, but if the customer fails to pay the salary for the additional days

In this case the Agency and any authorized representative of the Agency may only report such a fact and issue only recommendation, or giving guidance to the parties, if there arise further dispute between them the parties to submit to court and represent any compromising proof, and in case the customer being sued, the agency representative may simply represent in any claim of any party to the judge (in this case Claim by the Employer) in writing or in any other form referred to above (in this case also on the non-payment by the Employer on extra days - if any).

3.3.5 If the employee voluntarily leaves the job and does not inform the employer administration of the employer or the customer (in this case, the Agency "Baia2") in writing form, the customer together with the customer according the agreement of the, may apply to court to fine the employee with 50% of the remuneration 600 (six hundred) of the employee through the court. Also, to delete an employee from the employee database. This does not apply to force majeure circumstances, such as: the candidate has suddenly died a family



3.62





member, or has become seriously ill, so that no one other than him / her can be properly cared for, or the candidate himself has become suddenly impossible without being able to work for a long period. Or such other unforeseen circumstances, which were impossible to be foreseen and have been considered and recorded at the time of signing of the contract, which is equal to the above-mentioned circumstances. Documentary evidence of the above force majeure circumstances must be submitted to the employer by written or telephone call within 48 hours.

### **3.3.6 Employee's Work Schedule: From Monday to Saturday (24 HOUR) Sunday day off.**

3.3.6 Ensure: housekeeping

- \*Regime protection
- \*Preparing dinner
- \* keeping clean the house
- \*iron work
- \*washing the clothes.
- \*reading books an spending time with kids.

**Warning! During the caregiver's illness (s), the nanny is strictly forbidden to arbitrarily give the child medication. All medications should be given to the child only at the doctor's request and in agreement with the mother of the child.**

## **4. Additional Terms**

**4.1 Disputes between the Parties shall be settled by mutual agreement. In case of disagreement, the dispute will be finally resolved in accordance with the legislation in force in Georgia.**



4.2 This Agreement is printed in three equally significant copies, one of which remains with the Employer, the other Employer, and the Third Employee.

5. Signatures, addresses and bank details of the parties

Customer

Name: Simay Kisiaoglu

ID card : 64666077462

Signature: -----

Employed

Name: Eka Mchedlidze

ID card : 01029603819

Signature: 


Employer: Agency Baia2

Address: Tbilisi, Archil jorjadze.st N5

Code: 404592400

Service(Partner Bank): tbc Bank GE79TB7710436080100012

Director: Valeri tsuleiskiri

Signature: 







[www.HRbaia.com](http://www.HRbaia.com)  
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