



AYTURK GLOBAL GROUP

Supplier Code of Conduct

Version 1.0

Effective date: 24 September 2026

AYTURK GLOBAL GIDA TEKSTİL BİLİŞİM DANIŞMANLIK HİZMETLERİ SANAYİ VE DIŞ TİCARET LİMİTED ŞİRKETİ

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DOCUMENT INFORMATION

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1. Introduction and scope

- 1.1 Purpose.** This Supplier Code of Conduct (the “Code”) is issued by AYTURK GLOBAL GIDA TEKSTİL BİLİŞİM DANIŞMANLIK HİZMETLERİ SANAYİ VE DIŞ TİCARET LİMİTED ŞİRKETİ (“AYTURK GLOBAL GROUP”). AYTURK GLOBAL GROUP is an international trade and strategic sourcing company working with manufacturers and buyers across industries and markets. The trust our clients place in us depends not only on how we work, but also on the suppliers we work with applying the same standard of care. The Code sets out the minimum standards we expect of every supplier doing business with AYTURK GLOBAL GROUP.
- 1.2 Scope.** The Code applies to all manufacturers, suppliers, vendors and their subcontractors (together, the “Supplier”) that provide goods or services to AYTURK GLOBAL GROUP, or to its clients within the scope of transactions managed by AYTURK GLOBAL GROUP. It covers every site owned, operated or used for production by the Supplier.
- 1.3 Legislation and international standards.** The Supplier shall at all times comply with the applicable laws of the country in which it operates. Where the Code and local law differ, the provision offering the higher level of protection for workers and the environment shall apply. The Code is based on the following international frameworks:
- (a) the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and its fundamental conventions: Conventions 29 and 105 on forced labour; 87 and 98 on freedom of association and collective bargaining; 100 and 111 on equal remuneration and non-discrimination; 138 and 182 on child labour; and 155 and 187 on occupational safety and health
 - (b) the United Nations Guiding Principles on Business and Human Rights
 - (c) the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the OECD Due Diligence Guidance for Responsible Business Conduct
 - (d) the ten principles of the United Nations Global Compact
- 1.4 Subcontractors and the supply chain.** The Supplier shall communicate this Code to its own subcontractors and raw material suppliers and make reasonable efforts to ensure their compliance. No part of production may be transferred to another site without the prior written consent of AYTURK GLOBAL GROUP. This prohibition also covers homeworking.
- 1.5 Contractual status.** The Code forms an integral part of the purchase agreements and orders between AYTURK GLOBAL GROUP and the Supplier. At the start of the business relationship, the Supplier signs the Supplier Acknowledgement annexed to this document.
- 1.6 AYTURK GLOBAL GROUP’s approach.** A responsible supply chain works in both directions. In its relationships with suppliers, AYTURK GLOBAL GROUP also observes the principles below. They reflect AYTURK GLOBAL GROUP’s approach to working with suppliers; they do not remove or limit the Supplier’s obligations under this Code.
- (a) seeking to communicate specifications, quality expectations and regulatory requirements clearly and in writing before an order is placed
 - (b) seeking to plan order and delivery schedules reasonably
 - (c) making payments on time and on the terms agreed in the contract
 - (d) keeping the Supplier’s commercial information confidential
 - (e) where it considers appropriate, preferring to work together on corrective action before ending a business relationship when non-compliance is identified

2. Governance and business ethics

- 2.1 **Anti-bribery and anti-corruption.** The Supplier shall not offer, give or accept, directly or indirectly, any money, gift, hospitality or other benefit to or from AYTURK GLOBAL GROUP employees, clients, public officials or any third party in order to obtain an improper advantage. Facilitation payments are also prohibited.
- 2.2 **Conflicts of interest.** The Supplier shall disclose to AYTURK GLOBAL GROUP in advance any personal or financial relationship with AYTURK GLOBAL GROUP employees that could influence the business relationship.
- 2.3 **Accurate records and transparency.** The Supplier shall keep accurate, complete and up-to-date records relating to production, employment, wages, working hours, occupational health and safety and the environment. Keeping false, duplicate or misleading records is a zero-tolerance violation.
- 2.4 **Sanctions and export controls.** The Supplier shall comply with the sanctions, embargo and export control regulations applicable to each transaction, in particular those of Türkiye, the United Nations, the European Union and the United States. It shall accurately declare, and shall not conceal, information on the military, dual-use or civilian status, classification, origin and end user of products.
- 2.5 **Fair competition.** The Supplier shall not engage in anti-competitive practices such as price fixing, bid rigging or market allocation.
- 2.6 **Intellectual property.** The Supplier shall respect the trademarks, patents, designs and copyrights of third parties. It shall not use unlicensed characters, logos or designs, and shall not manufacture or supply counterfeit or imitation products.
- 2.7 **Permits and licences.** The Supplier shall keep all licences, permits and certificates required for its operations valid and up to date.

3. Human rights and working conditions

- 3.1 **No forced labour.** Forced labour, bonded labour, prison labour, slavery and labour obtained through human trafficking shall not be used under any circumstances. Workers' identity documents, passports or work permits shall not be retained. Workers shall not be prevented from leaving their employment through deposits, debts or wage deductions. Recruitment fees and costs shall not be charged to workers; these costs are borne by the employer.
- 3.2 **No child labour.** No person below the minimum working age set by local law, or below the age of 15, whichever is higher, shall be employed. Young workers under the age of 18 shall not perform night work or overtime, or work that may endanger their health, safety or development. The Supplier shall verify age on the basis of official documents at recruitment and keep a record. Where child labour is identified, dismissing the child is not sufficient: the Supplier shall implement a remediation plan that serves the best interests of the child.
- 3.3 **Wages and benefits.** The Supplier shall pay workers at least the legal minimum wage or, where applicable, the wage set by collective agreement, whichever is higher. Overtime shall be paid at the legal premium rate. Wages shall be paid on time, in full and with supporting documentation, and each worker shall receive a clear pay slip. Wage deductions shall not be used as a disciplinary measure. Workers shall be fully registered for social security.

- 3.4 **Working hours.** Working hours shall comply with local law. In Türkiye, normal weekly working hours are 45. In all cases, normal weekly working hours shall not exceed 48, and total weekly working hours including overtime shall not exceed 60. Where local law sets a lower limit, that limit applies. Overtime shall be voluntary. Every worker is entitled to at least one day of uninterrupted rest in every seven-day period.
- 3.5 **Non-discrimination.** There shall be no discrimination in recruitment, pay, promotion, training, discipline or termination of employment on the basis of sex, age, language, race, ethnic origin, religion, political opinion, disability, marital status, pregnancy, trade union membership or any other characteristic. Pregnancy testing shall not be a condition of employment.
- 3.6 **Dignity and freedom from harassment.** Physical, verbal, psychological or sexual harassment, abuse, threats and corporal punishment are prohibited. Disciplinary practices shall be written, fair and proportionate.
- 3.7 **Freedom of association and collective bargaining.** Workers' rights to form and join trade unions and to bargain collectively shall be respected. In countries where these rights are restricted by law, alternative means for workers to engage freely in dialogue with the employer shall not be obstructed. Workers' representatives shall not be subject to discrimination.
- 3.8 **Regular employment.** Every worker shall have a written employment contract in a language they understand. Internships, apprenticeships or subcontracting arrangements shall not be used to avoid legal obligations.
- 3.9 **Worker grievance mechanism.** The Supplier shall establish an accessible mechanism through which workers can raise grievances confidentially and without fear of retaliation, and shall resolve grievances within a reasonable time.

4. Occupational health and safety

- 4.1 **General obligation.** The Supplier shall provide a safe and healthy working environment in accordance with Occupational Health and Safety Law No. 6331 or equivalent legislation in the country of operation. It shall carry out a risk assessment and update it regularly.
- 4.2 **Fire and emergency safety.** Workplaces shall have a sufficient number of marked, lit and unobstructed emergency exits and functioning fire detection and suppression systems. Evacuation drills shall be held regularly. Locking or blocking emergency exits during working hours is a zero-tolerance violation.
- 4.3 **Building and electrical safety.** The structural safety of buildings and electrical installations shall be inspected regularly by qualified persons. Buildings shall hold the required occupancy permits.
- 4.4 **Machinery and equipment.** Machinery shall be fitted with the necessary safety guards, regularly maintained and operated only by trained and authorised workers. Lockout/tagout procedures shall be applied during maintenance and repair.
- 4.5 **Hazardous substances.** Chemicals shall be labelled, accompanied by safety data sheets, and stored and used under appropriate conditions. Workers handling them shall be trained on the risks and on safe use.
- 4.6 **Personal protective equipment and training.** Required personal protective equipment shall be provided to workers free of charge. Occupational health and safety training shall be delivered in a language workers understand.

- 4.7 **First aid and basic needs.** Workplaces shall have trained first-aid personnel and adequate first-aid supplies. Workers shall have free access to clean drinking water, clean toilets and rest areas.
- 4.8 **Accommodation and canteens.** Where the Supplier provides accommodation, dormitories shall be safe, clean, of adequate size, separate from production areas and equipped with emergency exits. Workers shall be free to enter and leave their accommodation. Canteens shall be clean and hygienic.
- 4.9 **Accident recording and reporting.** Occupational accidents and occupational diseases shall be recorded, reported as required by law and investigated for root causes. Accidents resulting in death or serious injury shall be reported to AYTURK GLOBAL GROUP immediately.

5. Environment

- 5.1 **Environmental compliance.** The Supplier shall comply with Environmental Law No. 2872 or equivalent legislation in the country of operation and keep all required environmental permits valid.
- 5.2 **Environmental management.** The Supplier shall identify and manage the significant environmental impacts of its operations. Implementing an environmental management system such as ISO 14001 is encouraged.
- 5.3 **Waste and wastewater.** Hazardous and non-hazardous waste shall be segregated and disposed of by licensed contractors. Wastewater shall not be discharged without treatment that meets legal discharge standards.
- 5.4 **Air emissions.** Air emissions shall be kept within legal limits, monitored and recorded.
- 5.5 **Chemical management.** The Supplier shall comply with its obligations under REACH in the European Union, KKDİK in Türkiye and equivalent regulations in the destination market. It shall maintain an inventory of the chemicals used in production.
- 5.6 **Resource efficiency and climate.** The Supplier shall take reasonable steps to measure and reduce its energy and water consumption and greenhouse gas emissions.
- 5.7 **Responsible sourcing of raw materials.** For products containing tin, tantalum, tungsten, gold or other critical minerals, the Supplier shall act in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Raw materials linked to illegal logging or deforestation shall not be used.

6. Product safety and quality

- 6.1 **Product legislation.** Products shall comply with the product safety legislation, technical regulations and standards of the destination market. Conformity markings (such as CE) shall be used only when the relevant requirements are met.
- 6.2 **Restricted substances.** Products shall comply with the restricted substance limits set out in destination-market legislation and in the contract. These limits cover, for example, nickel release, lead, cadmium, phthalates and azo dyes.
- 6.3 **Testing and certification.** Required testing shall be carried out in accredited laboratories. Test reports and certificates shall be accurate and up to date. Submitting false or falsified documents is a zero-tolerance violation.

- 6.4 **Traceability and origin.** The Supplier shall keep traceable records of production batches and of the sources of raw materials used. Declarations of origin shall be accurate.
- 6.5 **Conformity with specifications.** Production shall conform to the approved sample and specification. The prior written approval of AYTURK GLOBAL GROUP is required for any change to materials, production site or process.
- 6.6 **Defect notification and recalls.** Where the Supplier identifies a safety risk or serious defect in a product, it shall notify AYTURK GLOBAL GROUP immediately and cooperate fully in any recall.

7. Confidentiality and data protection

- 7.1 **Commercial confidentiality.** The Supplier shall keep confidential all commercial information of AYTURK GLOBAL GROUP and its clients, including prices, designs, technical documentation and client information, and shall use such information only to the extent required for the work.
- 7.2 **Sensitive technical information.** Technical information relating to defence, aerospace or dual-use products shall be protected by additional security measures. Technology and information subject to export controls shall not be transferred to third parties without the required authorisations.
- 7.3 **Personal data.** The Supplier shall process personal data in accordance with Personal Data Protection Law No. 6698 and, where applicable, the EU General Data Protection Regulation (GDPR).
- 7.4 **Information security.** The Supplier shall take reasonable technical and organisational measures to protect information. It shall notify AYTURK GLOBAL GROUP immediately of any security breach affecting information belonging to AYTURK GLOBAL GROUP or its clients.

8. Monitoring, audits and corrective action

- 8.1 **Acknowledgement and self-assessment.** At the start of the business relationship, the Supplier signs the Supplier Acknowledgement and completes the self-assessment questionnaire provided by AYTURK GLOBAL GROUP. The questionnaire is updated at regular intervals at AYTURK GLOBAL GROUP's request.
- 8.2 **Right to audit.** AYTURK GLOBAL GROUP has the right to audit the Supplier's sites, directly or by an independent audit firm it appoints, with prior notice or, where the risk warrants, unannounced. The Supplier shall give auditors access to all production areas and relevant records and the opportunity to interview workers confidentially. At the request of AYTURK GLOBAL GROUP's clients, the same access shall be granted to auditors appointed by them, solely under AYTURK GLOBAL GROUP's coordination and subject to confidentiality obligations.
- 8.3 **Recognition of existing audits.** To avoid duplicate audits, recent audit reports and certificates issued under recognised schemes such as amfori BSCI, SMETA (Sedex), SA8000, WRAP, ISO 45001 and ISO 14001 may be taken into account in the assessment.

8.4 **Classification of findings.** Audit and assessment findings are classified at the three levels shown below:

Level	Example findings	Consequence
Zero tolerance	Forced or child labour; false records or documents; obstruction of audit access; bribery; immediate threats to life such as locked emergency exits; breaches of sanctions or export controls; unauthorised subcontracting; serious environmental pollution; retaliation against a person who has made a report.	AYTURK GLOBAL GROUP has the right to suspend orders immediately and, depending on the nature of the violation, to terminate the business relationship. The competent authorities may be notified where necessary.
Major non-compliance	Legal breaches relating to wages or working hours; significant occupational health and safety deficiencies; missing environmental permits; inadequate age verification records.	The Supplier submits a corrective action plan within 30 days. AYTURK GLOBAL GROUP may verify implementation through a follow-up audit or document review. New orders may be restricted during this period.
Improvement required	Gaps in procedures, records and management systems; training gaps.	The Supplier submits a corrective action plan. Implementation may be followed up at the next assessment.

8.5 **Corrective action principle.** Our priority is not to end the business relationship but to resolve issues permanently. However, zero-tolerance violations, or non-compliances that recur or are not corrected within the agreed time, may result in termination of the business relationship.

8.6 **Costs.** The cost of corrective actions is borne by the Supplier. The arrangements for the cost of follow-up audits are set out in the contract.

9. **Reporting concerns and protection against retaliation**

9.1 **Who can report.** Anyone, including the Supplier's workers and their representatives, subcontractors, and AYTURK GLOBAL GROUP's employees and clients, may report to AYTURK GLOBAL GROUP any situation they believe to be in breach of this Code.

9.2 **Reporting channel.** Reports may be made to the e-mail address below. Reports in Turkish and English are reviewed directly; reports in other languages are translated for review.

E-mail **compliance@ayturkglobal.com**

9.3 **Confidentiality.** The identity of the person making a report and the content of the report are kept confidential. This information is shared only with those conducting the review and where required by law. Anonymous reports are also considered.

9.4 **No retaliation.** No one who makes a report in good faith shall be subjected to dismissal, wage deductions, threats or any other adverse treatment as a result. Retaliation by the Supplier against a person who has made a report is a zero-tolerance violation. Knowingly false reports are not covered by this protection.

9.5 **Review process.** For reports that include contact details, receipt is acknowledged to the reporting person within 5 business days of the report being received. The report is reviewed impartially, and the reporting

person is informed of the outcome to an appropriate extent.

- 9.6 **Processing of personal data.** Personal data obtained through reports are processed in accordance with Personal Data Protection Law No. 6698 and solely for the purpose of reviewing the report. Further information is available in the Privacy Notice on AYTURK GLOBAL GROUP's website.

10. Entry into force and updates

- 10.1 **Entry into force.** This Code enters into force on 24 September 2026 and applies to all orders placed after that date.
- 10.2 **Updates.** AYTURK GLOBAL GROUP may update the Code in line with changes in legislation and international standards. The current version is always published on AYTURK GLOBAL GROUP's website and communicated to suppliers in writing.
- 10.3 **Language.** The Code is published in Turkish, English and Arabic. In the event of any discrepancy between the versions, the Turkish version shall prevail.
- 10.4 **Legal nature.** This Code sets minimum standards for suppliers. It does not constitute a representation or warranty that AYTURK GLOBAL GROUP's suppliers are at all times in full compliance with the Code, and it does not relieve the Supplier of its legal and contractual responsibilities. The Code does not create any direct right or claim in favour of third parties. AYTURK GLOBAL GROUP's contractual and statutory rights are reserved.
- 10.5 **Questions.** Questions about the application of the Code may be sent to compliance@ayturkglobal.com.

Annex Supplier acknowledgement

The undersigned Supplier confirms that it has received, read and understood the AYTURK GLOBAL GROUP Supplier Code of Conduct (Version 1.0). The Supplier agrees and undertakes to comply with the Code and with applicable law, to communicate the Code to its subcontractors and raw material suppliers, to permit audits by AYTURK GLOBAL GROUP or independent auditors appointed by it, and to correct any non-compliance identified within the agreed time.

Supplier legal name

Address

Tax office / Tax ID

Trade registry no.

Production sites (addresses)

Authorised signatory (full name)

Title

Date

Signature and company stamp