ONEINGAGE SUPPLIER CODE OF CONDUCT

This OneIngage Supplier Code of Conduct ("Supplier Code") applies to all situations where the term "OneIngage" refers to and encompasses OneIngage Pazarlama ve Teknoloji Çözümleri A.Ş., Intechno360 Pazarlama Teknolojileri A.Ş., Ingage Dijital Pazarlama Hizmetleri A.Ş., OneIngage International Media Marketing ve Technology Solutions FZ-LLC and Digital Panorama Bilgi ve İletişim Teknolojileri Sistem ve Hizmetleri A.Ş purchases products and/or services or facilitates the purchase of such products and/or services in the course of its commercial activities. Within this scope, the Supplier accepts and declares the indispensable matters listed below for OneIngage.

1. **Compliance with OneIngage Policies**

OneIngage adopts the principle of acting in accordance with honesty, integrity, fairness, and transparency in its business processes and relationships with all stakeholders, and complies with laws, international treaties to which the Republic of Türkiye is a party, procedures, ethical rules, and working principles. OneIngage bases its working principles on the rules published at "https://www.koc.com.tr/hakkinda/etik-ilkeler-ve-uyum-politikalari" which explain the fundamental principles governing the commercial activities of Koç Holding, both nationally and internationally, and its relations with employees and third parties, in alignment with Koç Holding Ethical Principles and Compliance Policies. The Supplier agrees, declares, and undertakes to act in accordance with these Policies, especially the Koç Holding Supply Chain Compliance Policy, in all activities related to OneIngage. OneIngage reserves the right to amend and improve its relevant Policies.

2. **Compliance with Labor Legislation, Occupational Health and Safety, and Human Rights**

Within the scope of compliance with Labor Legislation, Occupational Health and Safety, and Human Rights, the Supplier accepts, declares and undertakes:

2.1. To fully comply with all obligations, including but not limited to, the provisions of Labor Law No. 4857 regarding working hours, minimum working age and prohibition of child labor, overtime work, weekly rest days, national holidays, and general holidays to be utilized by employees;

2.2. To act in accordance with the principle of equal treatment towards its employees;

2.3. That its employees have the right to freely establish and join or leave trade unions and union federations without any restrictions or prior permission;

2.4. To ensure that its employees can exercise all rights granted under the Law on Trade Unions and Collective Labor Agreements No. 6536 and other relevant legislation regarding collective labor agreements made between workers' unions and employers' unions or employers not affiliated with any union, without any limitations;

2.5. To fulfill all obligations stipulated under Occupational Health and Safety Law No. 6331 to minimize work accidents and to provide a safe working environment for its employees, and also to ensure that employees fully exercise their rights under Social Insurance and General Health Insurance Law No. 5510;

2.6. To exercise maximum care to ensure that employees are not subjected to any mistreatment and to provide appropriate working conditions accordingly.

3. **Compliance with Sanctions, Export and Import Regulations**

As a company operating globally, OneIngage complies with economic sanctions, import and export controls, and expects the same diligence from its suppliers. In this context, the Supplier accepts, declares and undertakes that:

3.1. Neither itself, nor its subcontractors, nor their affiliated companies, directors, officers, employees, affiliates, agents, representatives are designated individuals or entities **("Designated Persons")** subject to any economic or financial sanctions or trade embargoes **(together "Sanctions")** administered or enforced by the Republic of Türkiye, the United States Office of Foreign Assets Control ("OFAC"), the United States Department of State, the United States Department of Commerce, the United Nations Security Council, the European Union, or any other sanctions authority **("Sanctions Authority")**, nor are controlled or owned by any Designated Persons, and further declares that no Designated Person is or will be involved in any commercial activity carried out with OneIngage,

3.2. The bank through which payments related to the trade of products and/or services with OneIngage are made is not subject to sanctions imposed by any Sanctions Authority;

3.3. Its headquarters, branches and/or subcontractors are not located in any countries and/or regions subject to embargo or sanctions by Sanctions Authorities, including but not limited to Crimea, Cuba, Iran, North Korea, Syria, Venezuela, and the Luhansk and Donetsk People's Republics.

4. Compliance with Competition Legislation

4.1. The Supplier acknowledges that OneIngage is a corporate procurement and supply chain management company that provides products and/or services both for itself and for its customers. Therefore, the Supplier accepts and declare that:

4.2. OneIngage, in its relations with other suppliers and/or supplier candidates, customers and/or customer candidates, shall comply with Law No. 4054 on the Protection of Competition, all related regulations, communiqués, guidelines, other relevant provisions and administrative decisions issued pursuant to this law, as well as with all applicable laws including, but not limited to, the provisions on unfair competition set forth in the Turkish Commercial Code No. 6102,

4.3. In its relations with competitors, it shall refrain from any anti-competitive concerted practices or agreements and any decisions of associations/unions that restrict competition, including but not limited to price fixing, allocation of customers, suppliers, territories or trade channels, restriction or quota on supply quantities, bid rigging, and sharing of competitively sensitive information, and that it shall not in any way participate in such anti-competitive collusive relationships.

4.4. Suppliers shall not engage in any contact, conduct, or communication with other bidders/suppliers before, during, or at any stage of the tender process organized by OneIngage which may restrict competition, and shall not engage in any practice that constitutes a violation of competition laws.

5. Anti-Bribery and Anti-Corruption

The Supplier accepts, declares, and undertakes that it shall not, directly or indirectly, offer, promise, or provide any undue benefit, whether under the name of bribe, facilitation payment, or any other form, to any public official of Turkish or foreign nationality, or to any person managing or working for a private sector entity within the scope of a commercial activity, for the purpose of performing or refraining from performing an act related to their duties, either for the benefit of the public official, manager, employee themselves or any third party and additionally, it shall not engage in any activities related to money laundering.

The Supplier further accepts, declares, and undertakes that it shall not make any offers (directly or through intermediaries) aimed at obtaining improper personal gain or any other form of benefit under the names of cash or cash equivalents, services, promotions, memberships, scholarships, donations, sponsorships, or similar.

6. **Prevention of Conflicts of Interest**

The Supplier accepts that it will not engage in personal relationships that could cause or be perceived to cause a conflict of interest between the private interests of OneIngage employees and its own commercial interests, which may damage the reputation of OneIngage.

7. **Environment**

The Supplier accepts, declares, and undertakes to act in accordance with all applicable environmental legislation in all sectors it serves, and to obtain all necessary permits, licenses, certificates, and other documents.

8. **Breach of the Supplier Codes**

If it is determined that the Supplier or its officers, employees, or direct or indirect shareholders have acted in violation of these Supplier Codes, or if these declarations are found to be untrue, or if OneIngage reasonably suspects such a violation, OneIngage shall have the right to unilaterally terminate and cancel the contract, protocol, or any other binding documents and/or relationship immediately for just cause, without the need for any judicial decision stipulating the above, and without incurring any compensation or penalty payments. The Supplier agrees to immediately compensate OneIngage for any and all damages, costs, and expenses (including court costs) incurred or payable by OneIngage due to the breach of these Supplier Codes upon OneIngage's first request.

9. **Notification**

The Supplier agrees to notify any violation of these Supplier Codes and/or any breach of laws, customs, and ordinary business practices to the email address.

Date:

Supplier Name:

Signature: