

Protocol on the Working Conditions of Borusan Group Suppliers

We hereby acknowledge, declare, and commit that, pursuant to this Letter of Undertaking, dated/...../....., within the scope of all the services we will render either by the mediation of Borusan, or for Borusan, as (to be referred as "SUPPLIER" hereinafter:

1. We will abide by the applicable laws;
2. We will pay respect to the fundamental human rights of the employees;
3. We will neither infringe the trade marks and other intellectual property rights of BORUSAN, nor take part in the production, distribution, retention, or sale of counterfeit BORUSAN products, and the products of third-parties that infringe BORUSAN's intellectual properties (BORUSAN' s trade marks included);
4. We will not employ children having turned 14, but not 15, pursuant to the relevant provisions of the Labor Law No. 4857;
5. We will cause all the employees, mediators, agents, subcontractors, and any other parties, with whom labor relationship has been / will be established in connection with works involving BORUSAN, agree to comply with the standards of ethics and conformity;
6. We will comply with the laws and regulations that fall within Turkish legislation of commerce and competition;
7. We will apply effective internal control processes to prevent, or detect illegal acts of the employees, and those of the other parties, or replace them with new ones, in cases of necessity;
8. We will adopt a zero-tolerance policy against bribery, prohibiting all forms of corruption, bribery, unlawful kickbacks and embezzlement, including making payment, or providing other sorts of gain to a government official to influence decision-making if it is illegal, and we will strictly prohibit promising, offering, confirming, giving or accepting anything of value directly, or indirectly through a third party, for the purpose of directing business to any person, or obtaining an improper right in any other way;
9. We will ensure that our agents, or employees do not offer, or give money, or non-cash gifts, unlawful commissions or entertainment to any BORUSAN employee for any improper purpose, such as influencing him/her to perform a certain behavior;
10. We will keep proper and complete books and records of all transactions and other expenditures, and we will not engage in false, and/or misleading accounting practices, including but not limited to creating "hidden funds", and similar improper financial practices, nor will we falsify transaction documents;
11. We will fully fulfill all our obligations, including but not limited to working hours, overtime, weekdays, national holidays, general holidays stipulated by the provisions of the Labor Law No. 4857;
12. We will deem all kinds of information belonging to the other party that we have obtained, or comprehend due to the services to be performed in accordance with the contract, as confidential within the framework of information security;
13. We will ensure that the quality of the work, and its compliance with the rules are to be inspected by BORUSAN employees, or by third parties who are competent in this regard, and we will fulfill the nonconformities that need to be corrected, or the changes that need to be made as a result of such audits;

14. We will act in accordance with the principle of equal treatment towards our employees;
15. Our representatives or employees will not be involved in acts of terrorism or similar activities;
16. Our employees will be able to use their right to form trade unions, and association of trade unions, to join and leave them freely without any prior permission, without being subject to any restriction by us;
17. Our employees will be able to use all their rights within the scope of the Trade Unions and Collective Bargaining Law No. 6536, and of other relevant legislation, without being subject to any limitation by us regarding the collective bargaining agreement between the laborers' trade union and the employers' trade union, or the employer who is not a member of a trade union, in order to regulate the matters regarding the execution, content and termination of the employment contract;
18. We will not only fulfill all our obligations within the scope of Occupational Health and Safety Law No. 6331, in order to prevent work accidents to the maximum extent and to provide a safe working environment for our employees, but also ensure that our employees may properly exercise all their rights under Social Insurance and General Health Insurance Law No. 5510, and further provide them with training opportunities;
19. We will pay the utmost attention to provide suitable working conditions for our employees, where they will not be subjected to any ill-treatment;
20. We will act in accordance with the relevant environmental legislation in all sectors we serve, and we will provide all necessary authorizations, instruments, certificates, and other documents in this respect.

Consisting of a total of 2 (two) pages, and 20 (twenty) articles, this Letter of Undertaking has been undersigned in 1 (one) copy as of / / 2021. The original document shall be retained by BORUSAN.

This Letter of Undertaking has become effective as of the date of its undersigning, and SUPPLIER's obligations stipulated hereunder shall last until the end of its commercial relationship with BORUSAN.

Undertaken

by

Stamp – Signature