

COMPLIANCE ASSURANCE LETTER

By this Compliance Assurance Letter ("Letter"), we provide the assurance of compliance requested by the Company, which shall govern all of our future commercial activities that involve the Company.

I) DEFINITIONS

The capitalized terms used in this Letter shall have following meanings (*If there is any update on the referred laws, regulations and/or provisions stated in this Letter, the updated version shall prevail*);

"Company" means Esan Eczacıbaşı Endüstriyel Hammaddeler Sanayi ve Ticaret Anonim Şirketi which shall also include Eczacıbaşı Holding A.Ş. and/or any of its direct or indirect affiliates, subsidiaries, associated entities including, but not limited to, their respective shareholders, board members, officers, directors and ultimate beneficial owners.

"Anti-Bribery Laws" means the US Foreign Corrupt Practices Act of 1977 (15 U.S.C. §78dd-1, et seq., as amended), the UK Bribery Act 2010 (UKBA), the Turkish Criminal Code, as well as all other anti-bribery laws, anti-corruption laws, conflict of interest laws, or other applicable laws, rules or regulations of similar purpose and effect.

"Anti-Money Laundering Laws" means any law or regulation regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes.

"Representative(s)" means our shareholders directly or indirectly holding 50 % or more of our share capital or our subsidiaries, affiliated companies, managers, authorized officials, and employees.

"Sanction(s)" means any economic, financial or trade sanctions, embargoes export controls or other such restrictive measures imposed, by any governmental authority of Turkiye, the United Nations Security Council, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Departments of State and Commerce), the European Union, any authority of any member states of the European Union, the United Kingdom, Switzerland or any other relevant governmental or international authority (collectively, "**Sanctions Authorities**").

"Sanctioned Activity" means any activity involving or related to Russia, Belarus or any other country that is or becomes the subject of Sanctions.

"Sanctioned Person" means any entity, individual, vessel, aircraft or government that is or becomes designated on a Sanctions list by a Sanctions Authority ("**Designated Person**"), owned or controlled by or acting on behalf of a Designated Person or the government of a Sanctioned Territory or Venezuela, based, resident or domiciled in a Sanctioned Territory, or the subject of Sanctions for any other reason.

"Sanctioned Territory" means a country or territory that is, at the time of the specific conduct at issue, the subject or target of comprehensive country-wide or territory-wide Sanctions (including, presently, Cuba, Iran, North Korea, Sudan, Syria, Crimea, the Donetsk and Luhansk People's Republics or any other sanctioned areas of Ukraine and other countries and/or territories to be included from time to time by the Sanctions Authorities).

II) REPRESENTATION, WARRANTIES AND UNDERTAKINGS

Each of we and our Representatives represent, warrant and undertake that:

1. We and our Representatives are not Sanctioned Persons and shall not deal directly or indirectly with any Sanctioned Person or Sanctioned Territory or engage in any Sanctioned Activity in connection with our business with the Company.
2. We shall not obtain any goods or services that we provide to or for the Company from a Sanctioned Person or from or through a Sanctioned Territory or transfer any goods or services that we obtain from the Company to a Sanctioned Person or to or through a Sanctioned Territory.
3. We will not procure any goods and services from Russia for the Company, or use any goods and services provided by the Company in Russia, without first notifying the Company in writing of the planned involvement of Russia and obtaining consent from the Company for any such involvement.

4. We shall, and shall procure that our Representatives shall, comply with all applicable Anti-Bribery Laws, Anti-Money-Laundering Laws and Sanctions as well as all applicable laws, regulations and international accords, treaties or agreements in respect of all our dealings with the Company and shall take no action that would cause the Company to violate any Anti-Bribery Laws, Anti-Money-Laundering Laws or Sanctions or put the Company at risk of designation as a Sanctioned Person.
5. We shall provide, in a timely manner, all information and documents requested by the Company to enable the Company to assess any compliance risks or issues or for any other compliance purpose.

III) **Right of Termination**

In the event that we and/or our Representatives fail to satisfy the above-stated representations, warranties and undertakings, put the Company at risk under Anti-Bribery Laws, Anti-Money-Laundering Laws or Sanctions, provide incorrect or incomplete compliance-related information to the Company, fail to provide the information and documents requested at all or as requested by the Company or become or, in the view of the Company, are at risk of becoming the subject of any Sanctions, we agree and acknowledge that the Company may terminate or suspend immediately upon notification all or any part of any business engagement or agreement in force between us and/or take any other measure the Company deems necessary or appropriate regardless of whether the transactions contemplated within our relationship are in fact prohibited by such Sanctions. Under such circumstances, we agree that the Company shall also be entitled to suspend any due payment obligations until payment can be made in compliance with applicable Sanctions and without exposing the Company to legal and reputational risks.

We shall inform Company immediately in writing if we or our Representatives become or are likely to become the subject of Sanctions for any reason or if we have acted in contravention of the above-stated representations, warranties and undertakings.

This Letter is an integral part of all our previous agreements and arrangements with the Company and applies to our commercial activities with the Company. In the event of any conflict, discrepancy or ambiguity between the terms and conditions under this Letter and the said previous agreements and arrangements, the term and conditions under this Letter shall prevail.

This Letter shall remain effective during our commercial activities with the Company and shall survive even after the termination of such commercial activities.

We agree that the Company complies with its payment obligations to us by instructing its bank to send the payment to us, even if the payment is rejected, suspended, frozen or blocked due to Sanctions risks or other compliance-related reasons by any of the banks in the payment chain, and the Company shall not be responsible for any costs or lost interest resulting from such action by the banks.

Commercial Title:

Date : _____

Seal +Signature : _____

Code of Conduct Compliance Commitment

Eczacıbaşı Group Supplier Compliance Rules

We undertake to:

1. Comply with all the applicable regulations of the jurisdictions which we are active in,
2. Respect human rights, never to put an employee through harassment, physical or psychological punishment or other types of abuse,
3. Keep all information of Eczacıbaşı Group that we learn through our business relationship confidential and to safeguard all their assets and properties,
4. Not to harm Eczacıbaşı Group's reputation,
5. Supply all products / services requested as per the quality and safety standards provided for in our contract with the relevant Eczacıbaşı Group company,
6. To carry out our business in accordance with the principle of good faith,
7. Never to propose or offer any kind of payments, services, gifts, organization attendance or other types of benefits to an employee of the Eczacıbaşı Group or to a third party with the aim to influence how they carry out their duties,
8. We as direct suppliers of the Eczacıbaşı Group, declare that we are aware of Eczacıbaşı Group's Code of Conduct rules and that we will comply with the said rules and shall ensure our own suppliers' compliance with the same,

Supplier:

Signature:

Date:

SUSTAINABILITY COMPLIANCE COMMITMENT

1. Introduction

Esan, the natural resources company of Eczacıbaşı Group, is one of Turkey's leading producers and exporters of industrial and metallic minerals. Esan is an organisation that aims to explore, produce and present natural resources to the world by increasing their value in a way that is sensitive to people, the environment and the future. Through its sustainable mining approach, Esan pays the utmost attention to employee and public health and aims to contribute to environmental and social sustainability in the regions where it operates.

Esan aims to create a better future than today by combining yesterday's experience with today's practices through the "Future Together" sustainability model. To this end, it uses universal values as its compass, follows the United Nations Sustainable Development Goals and maintains a balance between people, the environment, society and business continuity in all circumstances.

With the aim of extending its commitment to sustainability and ethical business practices throughout its supply chain, Esan sets out in this document the basic rules and responsibilities expected of its suppliers, subcontractors and business partners ("Supplier"). All suppliers entering into a business relationship with Esan are responsible for ensuring that their employees, suppliers and subcontractors understand and act in accordance with these rules.

2. Supplier Code of Conduct

Esan suppliers undertake that they, their employees and their subcontractors / suppliers will act in accordance with the following rules.

2.1. Legal and Ethics Responsibilities

2.1.1. Compliance with Laws

Suppliers are required to know and apply national and international laws, regulations and other official requirements in all countries in which they operate. They must have systems in place to ensure that these obligations are recognised and implemented.

2.1.2. Compliance with Policies and Procedures

Suppliers are obliged to act in accordance with all corporate procedures, including Esan's sustainability, occupational health and safety, environmental and information security policies.

The supplier shall comply with all applicable anti-bribery and corruption laws, anti-money laundering laws and sanctions in all its dealings with Esan, as well as all applicable laws, regulations and international agreements in force, act in accordance with contracts or agreements and undertake not to take any action that would cause Esan to be in breach of anti-bribery and corruption laws, anti-money laundering laws or sanctions or that would put Esan at risk of being identified as a sanctioned person.

In addition, suppliers must agree to have and implement policies and / or procedures covering the following topics:

- Benefits and Deductions
- Discipline and Termination
- Petitions, Suggestions and Complaints
- Harassment, Abuse and Mistreatment
- Overtime and Rates of Pay
- Vacation and Holidays
- Wages (no recruitment fee)
- Occupational Health and Safety

- Prohibition of Forced and Child Labour.

2.2. Socical and Ethical Standards

2.2.1. Human Rights and Employee Rights

Esan develops its practices with reference to the fundamental human rights of all employees and stakeholders, aims to ensure business continuity and expects all suppliers to show the same care. In this direction, in accordance with the Universal Declaration of Human Rights and the standards of the International Labour Organisation (ILO), all suppliers are required to

- Acknowledging that all persons under the age of 18 are children, under no circumstances should children be employed by any of its suppliers with whom it has a business relationship,
- Taking the necessary safety precautions for all employees in the work environment, seeking to reduce and control risks through OHS practices and creating an environment where employees can work without harm to their physical and mental integrity,
- To continue our operations in a manner that respects the culture and values of both its employees and the people of the region in which it operates, and to work with the responsibility to protect the rights and interests of the people of the region in accordance with Esan's ethical understanding,
- To allow its employees the freedom to join and form trade unions and to engage in collective bargaining,
- To observe the principles of transparency, accountability and honesty to ensure continuity in the planning of business processes,
- To ensure that employees are not subjected to any form of discrimination (race, ethnic origin, language, religion, belief, denomination, gender, sexual orientation, gender identity, age, marital status, pregnancy, disability, health, socio-economic status, political opinion, trade union activity and cultural differences.) and that disciplinary measures are applied in the event of non-compliance with gender equality, and that procedures are in place for this purpose,
- Implementing the principle of equal pay for equal work in the wage policy and submitting monthly pay slips for the information of employees,
- Providing information on the nationality of all contracted employees and preparing personal files for all employees;
- Having a plan for the management of employees' wishes, suggestions and complaints in the way of doing business and making it available to all employees;
- Notifying Esan Human Resources of changes in personal information (address, etc.) in accordance with the legislation on the protection of personal data.) in accordance with the legislation on the protection of personal data must be communicated to Esan Human Resources.

2.2.2. Health and Safety of Employees

Suppliers must provide a safe working environment for their employees and comply with national / international occupational health and safety standards and implement the current ISO 45001 Occupational Health and Safety Management System. They are expected to take all necessary measures and to provide all necessary equipment. All suppliers are required to fully comply with all occupational health and safety procedures and policies at Esan facilities and head offices and to take and comply with the necessary measures to prevent accidents/incidents. In this direction, all suppliers shall;

- Create a healthy and safe working environment for all stakeholders and ensure its sustainability through continuous improvement,
- Adopt and disseminate occupational safety as a culture in line with the Zero Accident goal,
- Comply with all legal requirements in our areas of operation and strive to achieve world standards with the support of innovative technologies and practices.

- By adopting a proactive approach, we will eliminate hazards at source through an effective risk assessment system,
- It is expected that all employees will receive continuous training and be provided with the necessary resources to increase individual responsibility, awareness and competence for occupational health and safety.

2.2.3. Managing Environmental and Social Impacts

Esan expects all its suppliers to protect natural resources and the environment, ensure responsible use, reduce carbon footprint and adopt environmentally friendly practices in accordance with relevant laws, regulations and applicable international standards. In addition, it is expected that the raw materials and materials purchased have environmental certificates and that these are documented. In this direction, suppliers;

- In order to fulfil its responsibilities as set out in Esan's relevant plans and procedures, the company:
- Controls its environmental impact and takes measures to improve it;
- Reduces emissions from transport processes by optimising logistics and distribution networks;
- Pays attention to efficiency in the use of resources, plans and implements measures to reduce energy and water consumption, and makes technological investments;
- Uses renewable energy sources in its energy consumption;
- Provides training and development opportunities to create and protect environmental awareness;
- Uses technologies to minimise waste, promote reuse, reduce waste at source;
- Has a system to manage environmental issues (waste management, hierarchy and resource efficiency) and treats protected areas and species of critical importance to biodiversity in accordance with the law;
- Has a system to monitor emission sources with digital technology;
- Has a system to manage environmental issues (waste management, hierarchy, resource using technologies to minimise waste, reduce waste at source, promote re-use and prioritise recycling,
- Having a system for managing environmental issues (waste management, hierarchy and resource efficiency) and treating protected areas and species critical to biodiversity in accordance with the law,
- Improving monitoring of emission sources through digital traceability systems along the supply chain,
- Identifying human rights risks to local people in the region in which it operates and taking the necessary measures to prevent violations, establishing communication channels to report possible violations and taking due care to resolve these reports,
- Developing a plan and allocating resources to support community development.

2.3. Honest and Ethical Business

2.3.1. Combating Bribery and Corruption

Esan and Eczacıbaşı Group have signed the United Nations Global Compact (UN Global Compact), which includes the principle of combating bribery and corruption, and are committed to making these principles part of their business strategy and culture. Esan prohibits all forms of bribery and corruption in all processes. Esan expects its suppliers to act in accordance with the following principles when conducting business.

- Suppliers must not engage in bribery, kickbacks or other unethical behaviour and must ensure that any payments they make comply with the law.

- Do not directly or indirectly offer or accept bribes, illegal commissions or other improper payments;
- Comply with all applicable anti-bribery and anti-corruption laws in the countries in which Esan operates, including local laws;
- Accurately reflect all payments and transactions in records,
- Ensure the selection and monitoring of third parties, such as agents and consultants, who enter into a business relationship with a public authority on behalf of Esan, and include anti-corruption and anti-bribery provisions in their contracts,
- Esan expects all suppliers to maintain adequate records and documentation of the payments they make and to establish the necessary control mechanisms to prevent bribery and corruption.

2.3.2. Prevention of Anti-Competitive Behaviour

Suppliers are expected to comply with applicable antitrust and fair competition laws and regulations in the regions in which they operate. Suppliers are expected not to share price-sensitive or competitively sensitive information with competitors and not to enter into agreements that may restrict competition.

2.3.3. Prevention of Conflicts of Interest

Conflict of interest refers to any type of benefit provided to employees / suppliers, their relatives or persons with whom they have a relationship that affects or may affect the impartial performance of their duties and/or the state of having any material or personal interest related to them. Every supplier and employee is expected to make decisions by putting the interests of the organisation first and to avoid any actions and transactions that may harm the organisation, without being influenced by the interests of themselves, their relatives or family members in the performance of their duties.

Suppliers must inform Esan of any conflict of interest or perception of conflict of interest. Suppliers are expected to take all necessary measures in this regard and act in accordance with the following articles.

- Suppliers shall ensure that their employees make business decisions in the best interests of the company and not in their personal interests.
- Avoid and take precautions against situations that could lead to a conflict of interest or the appearance of a conflict of interest.
- Inform Esan of any personal interest that may arise from the business relationship.

2.3.4. Trade Controls

Suppliers must ensure that their operations comply with the terms of all export licences and all applicable regulations. Suppliers who transport and/or use products subject to export and import controls or sanctions are required to understand and apply the relevant laws, regulations and company policies. In this regard, suppliers should not receive any product or service provided to Esan by a "Sanctioned Person" or "Sanctioned Region" or transfer any product or service provided by Esan through a "Sanctioned Person" or "Sanctioned Region".

Suppliers must follow and comply with up-to-date information on frequently changing sanctions, export restrictions, economic sanctions, boycotts and embargo laws.

2.3.5. Protection of Information

Suppliers must respect and protect Esan's confidential information, including intellectual property and any information created by the suppliers themselves. In this context, suppliers are expected to establish internal processes, policies, and procedures at least in line with the general practices of their sector and the region in which they operate.

Suppliers must ensure the security of their information technology systems and take measures against cyber threats.

Even if not stated in a contract, suppliers are not allowed to do the following without Esan's written permission:

- They are not allowed to take photos, videos, or audio recordings at Esan's facilities or workplaces.
- On any written, visual, audio, or digital platform—including but not limited to radio, television, magazines, newspapers, social media (such as Facebook, Twitter, Instagram, YouTube, LinkedIn), websites, forums, presentations, announcements, promotional materials, or visual boards and signs—they must not, for any purpose, violate the following rules:
 - They must not use Esan's names, logos, brands, or any other materials or visuals known to be used by the company, whether or not Esan holds legal rights over them.
 - They must not share any information or details about contracts or partnerships made with Esan.
 - They must not disclose any information about their relationship with Esan.
 - They must not make any negative, disrespectful, damaging, unfair, unlawful, or false comments about Esan's board members, shareholders, employees, or brands.
 - They must not use or share any photos, videos, or audio recordings related to Esan's facilities or workplaces.
 - They must not act, post, comment, advertise, or communicate on behalf of Esan in any way.

3. Procedure in Case of Violations

Esan expects its suppliers to understand and follow the **Supplier Code of Conduct**. To ensure compliance with these rules, Esan reserves the following rights:

- **Request for Information and Documents:** Esan may request information and documents related to compliance processes from its suppliers on a regular basis.
- **Audits:** Esan may conduct on-site audits of supplier activities. These audits can be announced.

Suppliers are required to respond to Esan's requests within a maximum of 3 business days. In addition, if a supplier becomes aware of, suspects, or witnesses any non-compliance with these rules, it is expected to report the situation to Esan immediately.

Reporting channels:

- Eczacıbaşı Compliance email address (uyum@eczacibasi.com.tr)
- Esan Supply Chain Department, Sustainability Department, and Compliance Department

Suppliers must establish a fair and non-retaliatory grievance procedure for their employees and subcontractors. This kind of system helps detect and resolve violations or concerns at an early stage.

If a supplier does not comply with the rules stated in this document, Esan reserves the right to take all necessary and appropriate actions

This document is considered an integral part of all contracts and agreements made or to be made with Esan. In the case of any conflict, inconsistency, or uncertainty between this document and previously signed contracts or agreements, the rules of this document will prevail.

This document will remain in effect during the cooperation between Esan and the supplier and will continue to be valid even after the end of the business relationship.