



SUPPLIER CODE OF CONDUCT

77 Teknik Makine Sanayi

Version:

1.0

Effective Date: 20 August 2026

1. PURPOSE AND SCOPE

77 Teknik Makine Sanayi ("77 Teknik") is committed to conducting its business in accordance with the principles of integrity, transparency, responsibility and sustainability, and to maintaining high ethical standards in its business relationships.

This **Supplier Code of Conduct** (the "Code") establishes the minimum standards and fundamental principles expected from all suppliers, subcontractors, manufacturers, service providers and other business partners working with or acting on behalf of 77 Teknik within the scope of 77 Teknik's business activities.

Suppliers are expected to comply with this Code, all applicable laws and regulations, and any additional general and technical contractual requirements communicated by 77 Teknik.

Where local laws or regulations impose requirements that are higher or more comprehensive than the standards set out in this Code, the applicable laws and regulations shall prevail.

2. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers shall comply with all applicable laws, regulations and other legal requirements in connection with all business relationships and activities conducted with 77 Teknik.

Accordingly, depending on the nature of their activities and the applicable legal requirements in the regions where they are established or operate, suppliers are expected to comply with the following requirements, as applicable:

- Labor laws;
- Commercial and corporate laws;
- Criminal laws;
- Occupational health and safety regulations;
- Environmental laws and regulations;
- Applicable product and material standards and regulations;
- Import and export regulations;
- Tax and customs regulations;
- Competition and antitrust laws;
- Intellectual property laws;
- Data protection and privacy laws and regulations;
- Applicable international trade regulations.

Suppliers shall maintain all licenses, permits, authorizations, registrations and certifications required and valid for their activities.



3. BUSINESS ETHICS AND INTEGRITY

Suppliers shall conduct their business activities honestly, transparently and in accordance with ethical principles.

Suppliers shall not engage in practices that violate applicable laws or generally accepted business ethics, including:

- Fraud;
- Bribery;
- Corruption;
- Extortion;
- Embezzlement;
- Money laundering;
- Falsification of records or documents;
- Other unlawful or unethical business practices.

Suppliers shall maintain accurate and complete commercial, financial, production and quality records.

No supplier may, directly or indirectly, offer, promise, authorize or provide any improper payment or benefit to employees, representatives, customers or business partners of 77 Teknik for the purpose of obtaining an unfair business advantage.

4. ANTI-BRIBERY AND IMPROPER PAYMENTS

Suppliers shall comply with all applicable anti-bribery and anti-corruption laws and regulations.

Suppliers shall not directly or indirectly offer, request, provide or accept any of the following:

- Bribes;
- Commissions or kickbacks;
- Facilitation payments prohibited by law;
- Improper commissions;
- Undisclosed benefits;
- Any other improper advantage intended to influence a business decision.

Normal and reasonable business hospitality may only be provided where it is lawful, transparent, proportionate and does not seek to improperly influence a business decision.

5. CONFLICTS OF INTEREST

Suppliers shall avoid situations that may create an actual or potential conflict of interest in their business relationships with 77 Teknik.

Where a personal, financial or commercial interest of a supplier or its employees could influence any business decision relating to 77 Teknik, the situation shall be disclosed to 77 Teknik without undue delay.



Suppliers shall not, by any means, offer, provide or promise any personal, financial or other improper benefit to employees or representatives of 77 Teknik that could influence supplier selection, quotation evaluation, purchasing processes, inspection and quality approvals, payment processes or other commercial decisions.

6. FAIR COMPETITION

Suppliers shall comply with applicable competition and antitrust laws and regulations.

Suppliers shall not engage in practices such as:

- Price fixing;
- Bid or tender manipulation;
- Market allocation;
- Customer allocation;
- Unlawful disclosure of commercially sensitive information;
- Other anti-competitive practices.

7. HUMAN RIGHTS

Suppliers shall respect internationally recognized human rights and treat their employees with dignity, fairness and respect.

Suppliers shall strictly prohibit the following practices and take appropriate measures to prevent their occurrence:

- Forced labor;
- Debt bondage;
- Human trafficking;
- Slavery;
- Child labor;
- Physical punishment;
- Threats or violence;
- Harassment;
- Discrimination;
- Inhumane treatment.

Suppliers are expected to establish appropriate policies and controls to prevent human rights violations within their own operations and supply chains.

7.1. CHILD LABOR

Suppliers shall not employ children or permit child labor in violation of applicable national or international laws and regulations.

Suppliers shall comply with legal requirements concerning minimum working age and, where necessary, implement appropriate procedures to verify the age of employees.



Where the employment of young workers is legally permitted, their working conditions shall not interfere with their education or expose them to hazardous working conditions.

7.2. FORCED LABOR AND HUMAN TRAFFICKING

Suppliers shall strictly prohibit the following practices and take appropriate measures to prevent their occurrence:

- Forced labor;
- Debt bondage and debt-based labor;
- The use of prison labor in violation of applicable laws and regulations;
- Human trafficking;
- Any form of involuntary labor.

Employees shall have the freedom to leave their employment in accordance with applicable laws and contractual requirements.

Suppliers shall not retain employees' identity documents, passports or personal belongings as a condition of employment. Where such documents must be temporarily collected for administrative purposes that are required or permitted by applicable law, suppliers shall ensure that the documents are securely maintained, that employees are not unreasonably denied access to them, and that they are returned to the employees without undue delay once the relevant process has been completed.

7.3. PREVENTION OF DISCRIMINATION AND HARASSMENT

Suppliers shall establish and maintain a safe and respectful working environment in which employees are protected from discrimination, harassment, mistreatment and other inappropriate conduct.

All employment-related decisions, including recruitment, compensation, promotion, reassignment, training, disciplinary measures and termination of employment, shall be based on objective and fair criteria, including the employee's qualifications, competencies, experience, performance and the requirements of the position.

Suppliers shall not discriminate, or permit discriminatory practices, based on gender, age, disability, nationality, ethnic origin, race, religion, political opinion, marital status or any other characteristic protected under applicable law.

Suppliers shall establish and implement appropriate policies and procedures to prevent and identify harassment and inappropriate conduct in the workplace and to ensure that reported incidents are assessed and addressed with due care and appropriate sensitivity.

8. WORKING HOURS, WAGES AND BENEFITS

Suppliers shall comply with applicable laws and regulations concerning:

- Working hours;
- Overtime;
- Rest periods;
- Minimum wage;
- Compensation;
- Social security;



- Leave entitlements;
- Employee benefits.

Employees shall be paid the wages and benefits to which they are legally entitled, in full and on time, in accordance with applicable laws and legal requirements.

Suppliers shall maintain accurate, up-to-date and, where necessary, verifiable records relating to employees' employment, compensation, working hours and statutory rights.

9. FREEDOM OF ASSOCIATION

Suppliers shall respect employees' legally recognized rights to freedom of association, trade union activities and collective bargaining in accordance with applicable laws and regulations.

Employees shall not be subjected to discrimination, pressure or unlawful retaliation for exercising their legal rights, engaging in lawful trade union activities or participating in collective bargaining processes.

10. OCCUPATIONAL HEALTH AND SAFETY

Suppliers shall establish and maintain a working environment that provides safe and healthy working conditions and protects the health and safety of employees.

Suppliers shall systematically identify and assess occupational health and safety risks arising from their activities and take the necessary preventive and protective measures to eliminate such risks or reduce them to acceptable levels.

Depending on the nature of their activities and workplace risks, suppliers are expected, as applicable, to ensure the provision and effective implementation of the following:

- Provision of appropriate personal protective equipment (PPE), ensuring its use by employees and monitoring compliance;
- Equipping machinery and equipment with the necessary safeguards and ensuring their safe use;
- Providing employees with occupational health and safety training appropriate to their duties and responsibilities;
- Establishing emergency procedures, communicating them to employees and regularly testing their effectiveness;
- Taking the necessary preventive and protective measures against fire risks and keeping fire-fighting equipment readily available;
- Taking the necessary measures for the safe storage, handling, use and disposal of chemicals;
- Providing adequate ventilation and appropriate working conditions suitable for the activities performed;
- Providing the necessary equipment and appropriate training to ensure the safe handling and lifting of materials;
- Reporting, recording and investigating occupational accidents, near misses and other occupational health and safety incidents, and implementing the necessary corrective and preventive actions.

Suppliers shall take all reasonable, practicable and preventive measures required by applicable laws and appropriate to the nature of their activities to prevent occupational accidents, occupational diseases and other work-related health and safety risks.



11. ENVIRONMENTAL RESPONSIBILITY

Suppliers shall comply with applicable environmental laws and regulations and seek to reduce the environmental impacts of their activities.

As applicable, suppliers shall manage the following areas:

- Energy consumption;
- Water consumption;
- Waste;
- Hazardous substances;
- Emissions;
- Wastewater;
- Chemicals;
- Consumption of other resources.

Suppliers are encouraged to implement environmental management practices and continuously improve their environmental performance.

Depending on the nature and intended use of the products, materials and components supplied, suppliers shall comply with all applicable legal and technical requirements relating to environmental regulations, chemical substances and restricted substances.

12. QUALITY AND PRODUCT COMPLIANCE

Suppliers shall manufacture and provide products and services in accordance with:

- Approved technical drawings;
- Technical specifications;
- Purchase orders;
- Quality requirements;
- Applicable standards;
- Approved samples;
- Agreed inspection and control requirements;
- Applicable legal and regulatory requirements.

Suppliers shall not make changes to the following without the approval of 77 Teknik:

- Materials;
- Manufacturing processes;
- Dimensions;
- Technical specifications;



- Use of subcontractors or sub-suppliers;
- Production location;
- Changes to critical processes.

Where changes that may directly or indirectly affect product quality, compliance, delivery or performance are required, the supplier shall obtain 77 Teknik's approval before implementing such changes.

13. TRACEABILITY AND DOCUMENTATION

Suppliers shall create and maintain all records relating to procurement, production and quality processes accurately, completely, up to date and in a traceable manner. Such records shall be securely and accessibly maintained for the periods specified by applicable standards, the quality management system (QMS), applicable laws and regulations, and any applicable contracts, technical specifications or other relevant documents. Suppliers shall not falsify or manipulate records.

Depending on the product and project requirements, such records may include:

- Material certificates;
- Inspection reports;
- Test reports;
- Calibration records;
- Production records;
- Batch or lot information;
- Certificates of conformity;
- Process records;
- Non-conformance records.

Suppliers shall, upon request by 77 Teknik pursuant to a contract, technical specification or other applicable requirement, make the records they are required to maintain available for review and verification within a reasonable period of time.

14. NON-CONFORMING PRODUCTS

Suppliers shall establish and implement the necessary procedures for identifying, segregating, controlling and preventing the unintended use or delivery of non-conforming products.

Where any of the following circumstances arise, suppliers shall notify 77 Teknik without undue delay and initiate the necessary corrective and preventive actions depending on the nature of the non-conformity:

- Any non-conformity relating to products or services;
- Deviations arising from materials, manufacturing methods or processes;
- Changes made without the approval of 77 Teknik;
- Other quality issues that may affect product quality, performance or conformity;
- Circumstances that may put the timely delivery or agreed delivery conditions of products at risk;



- Defects or non-conformities that may affect the use, safety or performance of products;
- Any identified, existing or potential issue that may affect products previously delivered or currently in production.

Suppliers shall take the necessary corrective and preventive actions to prevent recurrence of identified non-conformities and to ensure that products or services comply with applicable requirements. Upon request, suppliers shall provide 77 Teknik with the results of such actions and the relevant records.

15. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Suppliers shall protect confidential and proprietary information provided to them by 77 Teknik or its customers.

Confidential information may include:

- Technical drawings;
- CAD files;
- Product specifications;
- Pricing information;
- Customer information;
- Manufacturing methods;
- Business plans;
- Supplier information;
- Commercial terms;
- Other non-public information.

Suppliers shall not disclose, reproduce, use or transfer confidential information to any other person without authorization or for purposes other than the relevant business purpose.

Suppliers shall respect the intellectual property rights of 77 Teknik, its customers and other third parties.

16. PERSONAL DATA PROTECTION AND CYBERSECURITY

Suppliers shall protect personal data and confidential business information in accordance with applicable data protection, privacy and cybersecurity requirements.

Suppliers shall implement reasonable technical and organizational measures to protect information against:

- Unauthorized access;
- Loss;
- Theft;
- Unauthorized disclosure;
- Destruction;
- Alteration;
- Malware;



- Other security threats.

Suppliers shall immediately notify 77 Teknik of any actual or suspected security incident that may affect 77 Teknik or its customers.

17. RESPONSIBLE SOURCING

Suppliers are responsible for ensuring that the materials, components and other inputs they supply comply with applicable laws, relevant standards and the technical and quality requirements specified by 77 Teknik, and that such inputs are sourced in accordance with lawful and ethical business practices.

Where applicable, suppliers shall maintain a reasonable level of traceability regarding the origin of materials and components.

Depending on the nature of the products, materials and components supplied and the regulations applicable to them, suppliers shall comply with applicable legal and regulatory requirements relating to **conflict minerals**, restricted substances, hazardous substances and chemical content.

18. SUBCONTRACTORS AND SUB-SUPPLIERS

Suppliers shall remain responsible for products and services provided by their subcontractors and sub-suppliers.

Unless otherwise approved in writing by 77 Teknik, suppliers shall not subcontract critical manufacturing activities or transfer manufacturing activities to another facility or location. Where such a change is necessary, the supplier shall obtain 77 Teknik's prior written approval before implementing the change.

Suppliers shall communicate the requirements of this Code applicable to their activities to their employees, subcontractors and relevant sub-suppliers and shall be responsible for ensuring compliance with such requirements.

19. GIFTS AND BUSINESS HOSPITALITY

Suppliers shall not offer gifts, entertainment, travel, meals or other benefits for the purpose of improperly influencing a business decision.

Legitimate business hospitality shall be:

- Reasonable;
- Infrequent;
- Transparent;
- Lawful;
- Appropriate to the business relationship.

Cash or cash-equivalent benefits shall not be offered to employees or representatives of 77 Teknik.

20. REPORTING VIOLATIONS

Suppliers are encouraged to report any suspected violation of this Code or any unethical conduct occurring within 77 Teknik's supply chain.

Reports may concern:

- Bribery or corruption;



- Fraud;
- Human rights violations;
- Forced or child labor;
- Occupational health and safety violations;
- Environmental violations;
- Quality or product safety issues;
- Confidentiality breaches;
- Data security incidents;
- Other serious non-conformities.

Reports may be submitted using the following contact details:

77 Teknik Makine Sanayi

Nispetiye Mah. Gazi Güçnar Sok. No: 4/2 Beşiktaş, İstanbul, Türkiye

Postal Code: 34340

Email: 77@77teknik.com

77 Teknik expects reports to be made honestly and in good faith.

21. SUPPLIER ASSESSMENT AND AUDITS

77 Teknik may evaluate its suppliers during the course of the business relationship and when deemed necessary, based on the following criteria:

- Quality performance;
- Delivery performance;
- Technical competence and production capacity;
- Compliance with legal, regulatory and corporate requirements;
- Ethical business practices;
- Environmental performance;
- Occupational health and safety practices;
- Financial and operational capability.

Where required under an applicable contract, technical specification or other written agreement, or where reasonably necessary to assess the supplier's performance or the conformity of products or services, 77 Teknik may request relevant information and documentation and may conduct supplier assessments, site visits or audits.

Suppliers shall provide the information and documentation reasonably requested in connection with such assessments and audits, facilitate the necessary access, and cooperate as reasonably required under the relevant contract, technical specification and this Code.



22. NON-COMPLIANCE AND CORRECTIVE ACTION

Where a supplier fails to comply with this Code or applicable contractual or technical requirements, 77 Teknik may request corrective action.

Depending on the nature and severity of the non-compliance, 77 Teknik may:

- Request a corrective action plan;
- Request additional documentation;
- Conduct a supplier assessment;
- Suspend new or existing orders;
- Suspend the supplier's approved supplier status;
- Require improvements or corrective measures;
- Terminate the business relationship to the extent permitted by the applicable contract, specifications or applicable law.

Where serious violations such as bribery, forced labor, child labor, intentional falsification of records, serious occupational health and safety violations or intentional breaches of confidentiality are identified, 77 Teknik may require immediate corrective action. Depending on the nature and severity of the violation and subject to applicable law and the relevant contractual or technical requirements, 77 Teknik reserves the right to suspend or terminate the business relationship.

23. CONTINUOUS IMPROVEMENT

77 Teknik encourages its suppliers to pursue continuous improvement in the following areas:

- Quality;
- Efficiency;
- Environmental responsibility;
- Occupational health and safety;
- Ethical business practices;
- Resource efficiency;
- Sustainability;
- Risk management.

Suppliers shall establish, implement and continuously improve management systems appropriate to the nature and scope of their activities. Certificates and documents held under relevant standards shall be maintained as valid throughout their respective validity periods and provided to 77 Teknik when required.

24. ACCEPTANCE AND COMMITMENT

By accepting a purchase order issued by 77 Teknik, entering into a business relationship with 77 Teknik under a contract, technical specification or other written agreement, or providing products or services to 77 Teknik, suppliers acknowledge and agree to comply with the principles and requirements set out in this Code.



Suppliers shall also be responsible for ensuring that the requirements applicable to them under this Code are complied with within their own operations and by their employees, subcontractors and relevant sub-suppliers.

25. COMPLIANCE WITH THIS CODE

Suppliers are expected to understand and comply with this Supplier Code of Conduct.

This Code does not waive, replace or otherwise affect any obligations of the supplier arising from applicable laws and regulations, purchase orders, contracts, technical specifications, quality agreements, Non-Disclosure Agreements (NDAs), or other contractual or technical requirements applicable between the parties.

Where a contract, technical specification or other written agreement between the parties establishes standards that are higher or more comprehensive than those set out in this Code, the higher or more comprehensive requirements specified in the relevant contract, technical specification or written agreement shall prevail.

26. GOVERNING LAW AND DISPUTE RESOLUTION

This Supplier Code of Conduct shall be governed by and construed in accordance with the laws of the Republic of Türkiye, without regard to its conflict of laws principles.

For suppliers established within the Republic of Türkiye, the Istanbul (Central) Courts and Enforcement Offices shall have exclusive jurisdiction over any dispute arising out of or in connection with the interpretation, application or violation of this Code.

For suppliers established outside the Republic of Türkiye, any dispute arising out of or in connection with the interpretation, application or violation of this Code that cannot be resolved through mutual discussions within a reasonable period shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Istanbul Arbitration Centre (ISTAC).

For international suppliers, the seat of arbitration shall be Istanbul, Türkiye, and the language of the arbitration shall be English. The constitution of the arbitral tribunal and the conduct of the arbitration proceedings shall be governed by the ISTAC Arbitration Rules.

The parties' rights to seek interim measures, provisional attachment or other forms of interim legal protection shall remain unaffected. For such applications, the Istanbul (Central) Courts and Enforcement Offices shall have jurisdiction to the extent permitted by applicable law.

27. CONTACT INFORMATION

77 Teknik Makine Sanayi

Nispetiye Mah. Gazi Güçnar Sok. No: 4/2 Beşiktaş, İstanbul, Türkiye Postal Code: 34340

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