



# **SUPPLIER CODE of CONDUCT**

## PURPOSE

Gözen Güvenlik Hizmetleri ve Ticaret A.Ş. ("Gözen") has adopted to work with suppliers that will provide services in compliance with its standards and conditions and comply with Gözen's commercial and ethical rules.

This Supplier Code ("Code") defines the minimum rules that we want our suppliers and their sub-suppliers ("Supplier") to comply with in their commercial relations with Gözen, which are not open to discussion and negotiation. This Code will form an integral part of Supplier Contracts. Suppliers declare and acknowledge that they will act in accordance with this Code together with the terms of the contracts to be signed, as long as their commercial relations with Gözen continue, and they understand that their contrary behavior may give rise to the termination of Supplier Contracts (in addition to the termination reasons for Supplier Contracts).

## SCOPE

The standards stipulated in the Code set forth the expectations of Gözen from the Supplier, covering all employees, contracted representatives, resource suppliers and other persons with whom it has commercial activities, as well as permanent and temporary personnel thereof, including the main company, subsidiaries and affiliates of the Supplier with whom Gözen has commercial activities. It is the Supplier's responsibility to carry out inspections to verify whether its employees, representatives and, if necessary, sub-suppliers comply with this Code, to make the necessary corrections/to have the same made, to provide information and training to its personnel and sub-suppliers about the Code, and to undertake all liabilities arising from their failure to comply with the Code.

## COMPLIANCE

The Supplier will comply with all relevant laws and regulations and in particular the basic principles detailed in this document, and act in accordance with the national and international standards and industry standards. Gözen reserves the right to request from the Supplier to inspect / cause to be inspected whether the Code, relevant Legislation, national and international standards, industry standards are complied with, to verify with internal or external evaluation mechanisms and to record the progress / corrections in line with the inspection requirements.

## SUPPLIERS' LIABILITIES

Suppliers agree and undertake to comply with the legal requirements and standards of the security industry, to keep the records and documents showing that they comply with the laws and standards in full, regularly and on a timely basis, and to submit them to Gözen for inspection upon request.

In the event that our suppliers find better solutions than those included in the text of this Code for compliance with the applicable legal requirements, they will be evaluated provided that the alternative approaches are notified to Gözen in writing in advance, but this Code will be valid unless a written agreement is made.

As Gözen, we expect compliance with the Supplier Code, we only request changes in areas where there is a significant difference between the current supplier standard defined in the service contract and this Code. In the event that compliance with the Code causes a conflict with the applicable laws or regulations or a violation of those laws and regulations, the Supplier shall immediately notify Gözen in writing and explain his opinion on how the Code and Gözen's expectations can be amended in accordance with the law. Changes to be made in this context will be made in writing and will be binding on the Suppliers.

This Code should be read in conjunction with up-to-date resource content published at <https://www.gozensecurity.com/en/Discover-Gozen/E-Brochure>

# CHILD LABOR

## CONDITIONS

The Supplier cannot employ individuals under the age of 16. The supplier is obliged to have a certified copy of the official identity document or identity document that shows the date of birth of each individual, used to determine their age, and submit it to Gözen for examination upon request.

### MAIN PRINCIPLES

- » The Supplier is obliged to act in accordance with the provisions of the Regulation on the Procedures and Principles of Employment of Child and Young Workers regarding the minimum working age and all legal legislation on the subject. No employee of any age, including apprentices or vocational students, can be employed in a manner that breaches the minimum age required for work or education, within the framework of compliance with the ILO Minimum Age Convention No. 138.
- » The Supplier shall ensure that workers under the age of 18 work in accordance with the provisions of the Regulation on the Procedures and Principles of Employment of Child and Young Workers, and some of the situations that will not be allowed within the scope of this Regulation include, but not limited to the following;



# VOLUNTARY EMPLOYMENT / FORCED LABOR

## CONDITIONS

Supplier employs all employees on a voluntary basis, and does not use any prison, slave, secured, forced or apprenticeship workforce, or exercise any form of forced labor, slavery or human trafficking.

### MAIN PRINCIPLES

- » The Supplier must comply with the definitions and practices of slavery and human trafficking, the Supplementary Convention on the Abolition of Slavery, the Slave Trade, Institutions and Practices similar to Slavery (1957), Palermo Protocol on the Prevention, Suppression and Punishment of Human Trafficking, Especially Women and Children Trafficking (2000), other international conventions, private law and criminal law legal regulations on this matter.
- » The Supplier does not request to retain the original identity documents, travel documents or any other legal documents as security, before or after they start working with them, in a manner that would involve conspiracy to work voluntarily with free will.
- » The supplier guarantees that it will not receive any security (money or otherwise) and will not receive any financial benefits from the employees, including temporary, seasonal and migrant workers and employees provided by bureaus, recruitment managers or intermediaries during the recruitment process and employment. Employment through private employment agencies must comply with ILO Convention on Private Employment Agencies No. 181 and the legal regulations. In the event that a fee is received in violation of this principle or a material benefit is obtained in any way, the supplier must pay the entire fee immediately, in an appropriate manner, directly to the labor contractors / offices or other labor organizations, or immediately compensate the affected workers' losses.
- » The supplier only benefits from legal and reputable employment agencies authorized by the appropriate laws.
- » Supplier does not force employees to work overtime. In case of overtime work, a prior written consent must be obtained from the employees and these documents must be kept.
- » The supplier must regularly pay employees' wages. Wage payments of employees are paid within the period defined in personnel contracts or can not be delayed more than twenty days if not defined, and no deduction can be made from the salary without the prior written consent of the employee.
- » The supplier cannot limit the freedom of movement of employees.

# ABUSE, HARASSMENT, DISCIPLINARY ACTION

## CONDITIONS

The Supplier may not treat or abuse its employees physically, mentally, verbally, sexually, inhumanely or degradingly, or attempt any form of corporal punishment or harassment. Supplier treats all employees respectfully and seriously, and acts in compliance with the Labor Law and all relevant local legal regulations in disciplinary practices.

### MAIN PRINCIPLES

- » The Supplier ensures that Gözen's written disciplinary procedure is implemented and that these procedures are clearly communicated to all employees, potential employees, sub-suppliers, read, accepted and applied by the employees.
- » The supplier establishes a written procedure for its employees regarding the workplace and working conditions and communicates this procedure to the employees.
- » The supplier carries out the security procedure in a gender-appropriate and non-intrusive manner.

# WORKING CONDITIONS AND HOURS

## CONDITIONS

The supplier determines the working and rest periods, overtime, paid annual leaves, vacations and maternity leaves, wages and social rights of the employees in accordance with the Labor Law No. 4857 and the relevant legal legislation.

### MAIN PRINCIPLES

- » The SUPPLIER will not employ uninsured workers, will not start the work before completing the recruitment procedures in the SSI, and will fulfill all obligations required by the SSI at the workplace. Otherwise, the SUPPLIER is exclusively responsible for compensation of any damage.
- » The SUPPLIER is exclusively responsible for all damages and losses that may be caused by itself or its personnel to GÖZEN, GÖZEN's personnel and third parties.
- » The SUPPLIER is responsible for the provision of sufficient number of personnel who have the qualifications required by the job, and for their reinforcement or replacement when necessary in order to ensure that the work undertaken for GÖZEN is carried out regularly and completely.
- » Suppliers are obliged to give employees a week break with minimum 24 hours of uninterrupted rest every 7 days.
- » The supplier may not work more than 45 hours, unless operating situations require a temporary increase in working hours. In the event of a temporary increase in working hours, the supplier negotiates with the workers and can have overtime work in accordance with the legal regulations by obtaining their prior written consent. In this case, the Supplier pays its employees overtime pay with 50% increase.

## WORKING CONDITIONS AND HOURS

### MAIN PRINCIPLES

- » The supplier does not force its employees to work overtime, and employees can not be warned, punished or discharged for refusing to work overtime.
- » The supplier will provide its employees the necessary training on occupational health and safety, take the necessary precautions and fulfill all obligations arising from legal regulations in this regard. Suppliers are exclusively responsible for any damages arising from their contrary behavior.
- » The SUPPLIER is responsible for the fulfillment of all legal obligations arising

from the abovementioned obligations, SGK, labor law, tax laws and other legislation regarding the personnel it will employ. The SUPPLIER accepts, declares and undertakes that all financial, legal and penal liability that may arise from the contrary practices belongs exclusively to it, and that it will release Gözen from all claims that may come from SUPPLIER employees, 3rd parties and Official Institutions, and if Gözen has to make any payment including but not limited to compensation, penalty and etc., it will compensate Gözen at the first demand, together with its ancillaries.

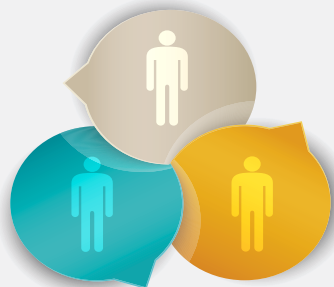
## FAIR AND EQUAL TREATMENT

### CONDITIONS

The supplier will treat the employees of its sub-suppliers humanely, respectfully and honestly, and ensure that its sub-suppliers treat their employees in the same way.

### MAIN PRINCIPLES

- » Pursuant to ILO Convention No.111 on discrimination, the supplier will not make discriminatory recruitment and employment practices based on criteria such as race, color, religion, gender, age, physical capacity, nationality, sexual orientation, political opinion, union membership, health tests or marital status and will act in accordance with the principle of equal treatment set out in the Labor Law.
- » It will not tolerate any kind of psychological, physical, sexual or verbal harassment, intimidation, threat or harassment and will take the necessary measures to stop it and start legal procedures immediately if such a situation is detected.
- » Supplier will respect the privacy of its employees' private life.
- » Supplier shall ensure that security personnel apply the same standards of fair and equal treatment when it employs direct or contracted workers to provide security services for the security of its employees and property.



# HEALTH AND SAFETY

## CONDITIONS

The supplier will comply with all legal regulations regarding health and safety at work.

### MAIN PRINCIPLES

- » The supplier will provide clean drinking water to all employees. It will provide a safe, clean working environment for male and female employees, including adequate shower and toilet facilities.
- » The supplier will provide all necessary personal protection equipment for its employees.
- » The supplier will train its employees about the current workplace safety practices, including emergency evacuation procedures, and establish the necessary system and provide training in order to prevent accidents and injuries.
- » The supplier will regularly keep and maintain records of health and safety training, accidents and injuries in the workplace.
- » The supplier will install and maintain appropriate first aid equipment at the facility, ensure that this equipment is always available to all employees and clearly mark the location of the equipment and make the necessary notification to its employees.
- » The Supplier will provide its employees with adequate access to healthcare facilities, fire exits, fire-fighting and safety equipment.



# ENVIRONMENT

## CONDITIONS

The supplier will fulfill all legal requirements regarding the environment and will continue to work to continuously improve its performance in this direction.

## ENVIRONMENTAL PERMITS AND REPORTING

The supplier ensures that all environmental permits are obtained, kept up to date, and that they comply with reporting principles and that the records are always in accordance with the legal procedure.

## ENVIRONMENT MANAGEMENT SYSTEM

The supplier must document and implement an appropriate environmental management system (based on international standards such as ISO 14001) designed to detect, control and mitigate significant environmental impacts.

### MAIN PRINCIPLES

- » Supplier must document and maintain records demonstrating compliance with local and national environmental laws and regulations, including environmental permits and reporting requirements.
- » The supplier ensures that relevant personnel are aware of the company's significant environmental impacts and are trained on the company's environmental management system.
- » The supplier uses and stores hazardous materials and wastes properly, has a plan for the disposal of hazardous wastes and disposes of these wastes in a safe and legal manner.
- » The supplier minimizes and controls its environmental impact as much as possible through reduction of greenhouse gas emissions, energy efficiency initiatives, reduction and recycling of natural resources, including water and paper / packaging materials.





## COMPLIANCE WITH THE GÖZEN SUPPLIER CODE OF CONDUCT

Supplier complies with all legal requirements and standards in the industry within the framework of all laws, and keeps accurate books and records showing compliance with such laws and standards to the extent permitted by law.

### COMPLIANCE CHECK

Our suppliers, having read and understood the Code of Conduct, make a commitment to adhere to these standards by the authorized signatory representing the company.

Gözen reserves the right to conduct, with or without notice, on-site, independent third-party inspections of the supplier's facilities, the residence provided by the supplier, vehicles, transactions, books and records, and to conduct interviews with workers regarding such inspections, in order to measure the supplier's compliance with these standards.

Upon obtaining unsatisfactory audit results and the supplier's failing to implement the recommended corrective actions, Gözen reserves the right, at its sole discretion, to suspend purchases from the supplier or terminate its relationship with the supplier until corrective actions are implemented. Suppliers are obliged to train and supervise their dealers, subcontractors and independent contractors.

Gözen reserves the right to change this Code according to the need. The current version of this document will always be available at <https://www.gozensecurity.com/en/Discover-Gozen/E-Brochure>. Suppliers are obliged to constantly follow the updated version of this Code of Conduct and to act in accordance with current changes.

“ All suppliers that provide products or services to Gözen are expected to convey the principles specified in this Code to all their supply chains, including their own subcontractors, and pay attention to the subcontractor selection. ”

### **TRANSPARENCY**

The supplier must adopt a transparent approach, including disclosure of relevant policies and procedures, while doing business with Gözen. The Supplier will take responsibility for the implementation of the requirements of this Code and due diligence processes relating to those within its direct supply chain.

We expect our suppliers to provide employees with opportunities to report workplace concerns or potentially illegal activities.

### **FINANCIAL INTEGRITY**

The Supplier shall maintain complete and accurate financial books, records, and statements pertaining to its business in accordance with applicable rules, laws and regulations and prevailing industry practices. The Supplier must use sound financial practices and ensure transparency in financial dealings by implementing and maintaining adequate internal controls.

Business records must be retained by the Supplier in accordance with all applicable laws and regulations. Gözen reports its financial results and other significant developments fully, fairly, accurately, timely, and understandably, Gözen expects similar conduct from the Supplier.

### **COMPLIANCE WITH IMPORT and EXPORT LAWS and ECONOMIC and TRADE SANCTIONS**

The Supplier shall at all times comply with all applicable foreign and multilateral import and export laws. The Supplier is responsible for understanding the applicable Import and Export Control Laws that apply to it and for conforming to such laws.

The Supplier will not engage in or facilitate any business activity that would lead Gözen to breach any applicable trade or economic sanctions obligations.

The Supplier shall comply with any and all applicable economic and trade sanction laws and regulations (including without limitation, the economic and trade sanction laws and regulations enacted by the United States, the United Nations, and the European Union).

### **COMPETITION AND CONFLICT OF INTEREST**

Suppliers are obliged not to engage in direct or indirect commercial relations with persons or organizations with which Gözen is in commercial competition, and avoid behaviors that may create conflict of interest, outside the limits permitted by the legislation.

### **PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY**

Suppliers are responsible for taking appropriate care and taking steps to preserve and protect the legal interests of registered trademarks, patents, works etc. which are subject to intellectual and industrial property on behalf of Gözen. Suppliers should use Gözen's intellectual and industrial property legal interests only within the framework of the usage purposes permitted in the contract signed with Gözen and in accordance with the laws. Suppliers shall immediately notify Gözen of any practice or behavior that would prejudice Gözen's intellectual and industrial property legal interests and will immediately take the necessary measures.

### **CONFIDENTIALITY**

Suppliers will consider all kinds of technical, financial and operational data, ideas, projects, inventions, works, methods, progress and trade secrets of Gözen or all written or verbal commercial, financial, technical information and conversations subject to legal protection or not and learned during any innovation and work, and the information that will weaken the competition power of Gözen as confidential, and evaluate the same in confidentiality and will not disclose, copy or distribute to any real person, company, other legal entities, institutions or organizations for whatever purpose, and will not use the Confidential Information for any purpose other than the ongoing business relationship with Gözen, and will fulfill its obligations in this regard by showing due care for its protection and confidentiality.

# GÖZEN SECURITY

[www.gozensecurity.com](http://www.gozensecurity.com)

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GÖZEN HOLDİNG

