



FRAPORT TAV
ANTALYA TERMINAL MANAGEMENT INC.



CODE OF CONDUCT-SUPPLIERS

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1. PURPOSE, SCOPE AND BASIC PRINCIPLES

1.1 Purpose

The purpose of the Supplier Code of Conduct Guideline is to outline the general rules and principles regarding the all business transaction between its contractors, suppliers and service providers in order to establish and maintain a business relationship with Fraport TAV (FTA).

1.2 Scope

The CoC regulations are binding for all Fraport TAV suppliers and its contractors, suppliers and service providers. These rules are effective not only at the beginning of the business relationship, but also in the maintenance of existing business relationships. For example; Violations of the CoC rules may result in the termination of the existing contract with the Fraport TAV.

1.3 Principles

The Supplier Code of Conduct stipulates the requirements and principles for all business transactions between Fraport TAV and contractors and also its contractors, suppliers and service providers (hereinafter referred to as “Business Partner”).

Companies doing business with Fraport TAV are required to accept and comply with the respective national laws and the internationally accredited standards, guidelines and principles. These include the principles of the United Nations Global Compact (www.unglobalcompact.org), the Universal Declaration of Human Rights, the United Nations Charter, the Core Conventions of the International Labour Organization (ILO), the OECD Guidelines for Multinational Enterprises, and the German Act on Due Diligence in Supply Chains (LkSG). The Business Partner has the obligation to ensure that all other companies (e.g. sub-tier suppliers, third-party companies etc.) involved in the provision of services consistently distribute and apply these standards.

2. HUMAN RIGHTS AND FAIR WORKING CONDITIONS

2.1 Occupational Safety and Health (OHS)

Our Business Partner shall ensure a safe, secure, healthful and hygienic work environment and take the necessary measures to prevent accidents and adverse health effects that may arise in connection with their activities. The Business Partner is, therefore, obligated to ensure that occupational safety standards shall be complied with in their dealings with employees and business partners. The Business Partner shall take appropriate measures to this end and shall operate systems in order to identify and prevent any potential health risk due to accidents, injuries, and occupational illness on the part of their employees.

Business partners who will do work with Fraport TAV agree to implement the OHS Law, ISO 45001 standards, and other international OHS standards.

2.2 Remuneration and Working Hours

The working hours shall be in accordance with applicable national laws and regulations and with the relevant Core Labour Standards of the International Labour Organization (ILO). The Business Partner is obligated to grant their employees the legal remuneration or the compensation provided in other labor agreements for the duration of the contract performance.

Fraport TAV employs only sub-tier suppliers or third parties that also adhere to these standards.

2.3 Combatting Illegal Employment

The Business Partner shall comply with the applicable statutory regulations relating to the employment of personnel and is under a duty to effectively combat illegal employment and unreported employment.

2.4 Forced Labor

The Business Partner shall abstain from any form of forced labor; all forms of forced or compulsory work as well as involuntary labor shall be declined.

2.5 Child Labor

Any and all form of exploitation of children and juveniles shall not be tolerated. Child labor as defined in the ILO Conventions and in national laws is prohibited. Fraport TAV is always declined child labour.

2.6 Right of Association and Right to Collective Bargaining

The Business Partner shall respect the right to freedom of association and the right to collective bargaining as defined by national laws. In the event that national standards should restrict the right of association and the right to collective bargaining, the Business Partner shall take steps to ensure that the free and independent association of employees for the purpose of conducting negotiations be made possible and granted.

2.7 Discrimination

The Business Partner shall refrain from any engaging in any form whatsoever of discrimination. No employee may be discriminated against based on their gender, age, skin color, race, culture, religious, ethnic or national background, sexual orientation, disability, constitutionally acceptable political activities or membership in an employee organization, religion or creed or worldview.

2.8 Disciplinary Measures

All employees shall be treated with dignity and respect. Sanctions, fines, other punishments or disciplinary measures shall only be imposed in so far as they are in accordance with national and international standards in force as well as internationally recognized human rights.

The Business Partner shall take appropriate measures to ensure that no employee be subjected to verbal, psychological, sexual or bodily violence, duress or harassment. Mobbing is prohibited.

3. ENVIRONMENTAL AND CLIMATE PROTECTION

The Business Partner shall observe and adhere to environmental and climate protection with regard to applicable standards and legal provisions and shall establish systems and measures to minimize environmental impact and pollution on an ongoing basis. This includes preventing emissions and waste as well as taking steps to enhance resource efficiency.

All supply and sub-operators are open to new environmental practices and cooperation in line with Fraport TAV policy.

4. BUSINESS INTEGRITY

4.1 Prohibition of Corruption and Other Criminal Acts

Fraport TAV does not tolerate any form of corruption or other unfair business practices. The Business Partner affirms that they will not offer, promise, or grant any impermissible advantages to influence their decision-making. The Business Partner shall take all necessary measures to prevent corruption or any other

criminal acts. In particular, the Business Partner is obliged to take all necessary measures in their company to avoid any serious misconduct on the part of their legal representatives and their employees.

If the Business Partner commits a serious misconduct, Fraport TAV shall reserve the right to terminate the contractual relationship on an extraordinary basis without notice.

Fraport TAV will consider any obvious violation of the obligations mentioned in this document as a violation of the contract by the Business Partner and will evaluate the situation from a legal perspective on a case-by-case basis.

Where possible, Business Partner will be given the opportunity to take appropriate steps to remedy the situation.

4.2 Conduct in Competition

The Business Partner shall comply with all applicable national and international antitrust laws as well as the laws against unfair competition. Agreements on prices or conditions with competitors are therefore to be refrained from, as are other agreements restricting competition, which include in particular agreements with competitors for the purpose of market or customer sharing.

Fraport TAV reserves the right to prove higher damages. This even applies when the contract has already been terminated or fulfilled.

4.3 Avoidance of Conflicts of Interest

The Business Partner is obliged to take their decisions on the basis of objective considerations and not to allow themselves to be improperly guided by personal interests. A business partner who becomes aware of a potential conflict of interest shall take internal measures to remedy these conflicts and notify Fraport TAV without delay.

4.4 Money Laundering

The Business Partner is required to uphold the relevant legal provisions on money laundering prevention and duly comply with their reporting obligations.

4.5 Data Protection and Data Security

The Business Partner shall comply with the applicable laws and regulations regarding data protection and data security.

5. DUE DILIGENCE IN SUPPLY CHAINS

The Business Partner is required to give appropriate consideration to human rights and environmental due diligence obligations and address these appropriately throughout the supply chain.

If the Business Partner commits a culpable breach of serious human rights or environmental due diligence obligations in connection with the contract, Fraport TAV shall be entitled to terminate the contract on an extraordinary basis.

The Business Partner indemnifies Fraport TAV against all claims asserted against Fraport TAV as a result of breaches of human rights or environmental due diligence obligations by the Business Partner.

6. CORRECTIVE MEASURES

The Business Partner shall inform Fraport TAV immediately in writing of any identified risks to and violations of the principles set out in the Supplier Code of Conduct and shall take appropriate corrective measures to prevent, end, or minimize the violation. The Business Partner is obligated to always inform Fraport TAV without delay in writing about the course and result of the clarification of the facts as well as about the measures taken, if any.

Fraport TAV may draw up a concept for ending or minimizing a violation. The supplier will agree with Fraport TAV on the extent to which the contract is to be adapted in order to implement this concept.

If the parties do not agree on this within a reasonable period of time or if the business partner does not comply with the requirements even after a grace period has been set, Fraport TAV is entitled either to suspend the contract until the violations have been eliminated or to terminate the contract extraordinarily.

The Business Partner indemnifies Fraport TAV against all claims raised against Fraport TAV due to violations of human rights or environmental due diligence by the Business Partner. The Business Partner shall pay for the damages and costs including the necessary legal defense resulting from such disputes unless the Business Partner is not responsible for the violation of rights.

7. COMPLAINTS PROCEDURE

The Business Partner undertakes to establish a complaint system accessible to all relevant business partners as well as to all its employees. It monitors incoming complaints until it resolves them from start to finish and gives feedback to the complainant. The Business Partner shall inform all their employees, as well as all business partners involved (sub-tier suppliers, suppliers, service providers) about the contents of this Code of Conduct and all relevant legal provisions in a manner that is accessible for them.

The Business Partner informs their employees and suppliers on how to access and use Fraport TAV's anonymous complaints procedure and requires them to pass on information about this whistleblower system (BKMS) throughout the supply chain.

The internet-based Business Keeper Monitoring System (BKMS®) can be accessed via the following hyperlink:

<https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=9icf36&c=-1&language=eng>

8. AVAILABILITY OF THE CURRENT SUPPLIER CODE OF CONDUCT

The Supplier Code of Conduct may be consulted and printed out from Fraport TAV's company website.

https://www.antalya-airport.aero/corporate_sustainability/management-systems-2/compliance-management-system

9. INSPECTION RIGHTS TO VERIFY COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

Fraport TAV shall be entitled to verify the compliance of the above-mentioned requirements itself or to have it examined by a third party who is bound by a non-disclosure obligation. The Business Partner shall assist with this process, in so far as it is reasonable. The Business Partner shall grant Fraport TAV, or any

third party instructed by Fraport TAV, access to their premises and the opportunity to inspect their business records.

10. EXECUTION

Fraport TAV management and employees are responsible for the implementation of the scope of the Ethical Code of Conduct for Suppliers.

11. REVISION

Ethical Code of Conduct for Suppliers revision are made by the Quality Department in accordance with the Document Control Procedure, publish and distribute again.

12. ENFORCEMENT

Ethical Code of Conduct for Suppliers will be in force with the approval of the General Manager.