

Basic Principles for Suppliers and Business Management Code of Ethics

This document (“Code”) is valid for Coca-Cola İçecek A.Ş, and its subsidiaries. The usage of the terms “CCI” and “Company” refers to one or more of the suppliers.

This document constitutes an annex to and, integral part of the Agreement as concluded by and between the Coca-Cola İçecek A.Ş. (“CCI” or the “Company”) on the side and the “Supplier” on the other. This document represents the basic rules of the commercial relation between CCI and the Supplier. This document will be applied whether there is a signed contract or not.

Basic Principles for Suppliers

CCI, its subsidiaries and the suppliers as authorized by CCI are required to comply with the principles as laid down hereunder in connection with the entirety of their businesses.

- **Laws and Regulations:** The Supplier should comply with any or all laws, regulations, rules and conditions in effect during the production and distribution of our products and materials and in providing services to the Company.
- **Child Labor:** The Supplier should comply with the prohibition of child labor in the manner as laid down in the local regulations.
- **Forced Labor:** The Supplier should not employ its employees by use of force.
- **Labor Abuse:** The Supplier should not physically abuse labor.
- **Collective Labor Agreements:** The Supplier should respect the rights of its employees to be represented by third parties and to hold collective bargaining within the framework of the laws in effect.
- **Fees and Interests:** Fees and Interests should be determined within the framework of the local law.
- **Working Hours and Overtime Work:** The Supplier should adhere to the local laws and regulations relevant to the working hours and overtime work.
- **Health and Security:** The working conditions should be in correspondence with the local laws and regulations.
- **Environment:** The Supplier should comply with any or all environmental laws in effect.

In performing the work subject of the present Agreement, the Supplier agrees and undertakes to comply with the “Basic Principles for Suppliers” as stipulated by CCI and attached to this Agreement as Appendix. The Supplier should be able to show, upon request by, and to the satisfaction of CCI, that the Supplier follows the said basic principles.

This Agreement authorizes CCI and its subsidiaries to inspect the site where the work subject of the Agreement is performed for the purpose of determining whether the said principles are followed or not. If the Supplier fails to comply with the said basic principles to the satisfaction of CCI, CCI shall be entitled to the right to terminate this Agreement immediately, and in such case, the Supplier may not raise any claim whatsoever for any compensation, penalty clause, or under any title whatsoever against CCI.

Business Management Code of Ethics

CCI expects all of its employees and suppliers to comply with the laws and to follow the ethics in every subject. Our Business Management Code of Ethics lays down the basic standards relating to employee attitude. This Supplier Business Management Code of Ethics sets out the relevant requirements for our suppliers. We can attain great success by cooperating and doing the right thing.

Note: This Code covers the general requirements applicable to all of those who Supply to CCI. Certain supplier contracts or the legal regulations which our suppliers are subject to may include more specific provisions treating some of the identical issues. No subject within the scope of the present Code is intended to replace a more specific provision as stipulated under a certain supplier contract or the laws and legal regulations, and in case of any inconsistency between the present Code and any other provision of a certain contract, the other specific provisions shall control.

Conflicts of Interest

The employees of CCI shall act in the best interests of the Company. Accordingly, the employees should not be involved in any financial or other relationship with any supplier which may conflict or appear to conflict with the obligation to act in the best interests of CCI. For instance, suppliers should not offer anything of value or make any payments to any employee of the Company during any transaction process with the supplier. Friendships beyond the business process are unavoidable and acceptable, however, suppliers should take care that no personal relationship is used in a way as to affect the business decisions of an employee of CCI. If an employee of a supplier has any familial relationship (spouse, parent, sister/brother, grandfather, daughter/son, granddaughter/grandson, mother-in-law or father-in-law or similar or house partner of the opposite sex) with an employee of CCI, or if a supplier is involved in any relationship with an employee of CCI which may represent a conflict of interest, the supplier shall have to disclose this fact to CCI and, further, to ensure that the employee of CCI will disclose as such. In case of such a situation, CCI shall be entitled to terminate the Agreement unilaterally.

Gifts, Food and Entertainment

The employees of CCI shall be prohibited to accept anything more than modest gifts or meals from suppliers. Ordinary business meals and small tokens of appreciation such as gift baskets at holiday times may be given, however, suppliers shall have to refrain from frequent offering of travels, meals or expensive gifts to the employees of CCI. Gifts made of cash or cash equivalents such as gift cards shall in no way be permissible.

Business and Financial Records

Both the Supplier and CCI shall have to keep true records of all subjects relating to the business of the supplier with CCI. Keeping of proper records of any or all expenses and payments shall be included in this. In case CCI works with a supplier on a time basis, time records shall have to be full and accurate. Suppliers should not delay sending of an invoice, or otherwise enable the shifting of any expense to a different accounting period.

Bribery

Suppliers acting for and on behalf of CCI should adhere to all the local laws relating to bribing government officials. In connection with any transaction under the capacity of supplier to CCI, or otherwise concerning CCI, the Supplier should not transfer, whether directly or indirectly, anything of value to a government official, an employee of a company under state inspection or a political party in order to obtain an improper benefit or advantage. Suppliers shall have to keep a written account of all the payments (including gifts, meals, entertainment or any other thing of value) effected out of the funds provided for or by CCI. Suppliers should furnish a copy of such accounts upon request by CCI.

Compliance with Sanctions and Anti-Money Laundering

The Supplier is required to comply with applicable local and international sanction laws, national and international anti-money laundering regulations and all regulations applicable to it or to CCI, with embargos, restrictive measures or export controls (collectively referred to as "Sanctions"), take effective measures to detect the proceeds of crime and prevent money laundering, evaluate its processes with a risk-based approach within the framework of the "know your customer" principle and report any suspicion of a transaction to CCI without any delay. In this context, it is prohibited for the Supplier to engage in a commercial relation with Specially Designated Nationals ("SDN"); certain governmental organization or group entities referred to as blocked persons and/or prohibited party(ies), within the context of the product/service it will provide to CCI, it is prohibited from using the input obtained from, receiving payments from, or making payments to, certain governments, institutions, groups or individuals referred to as Specially Designated Nationals, blocked persons and/or prohibited party(ies) subject to sanctions in any way or taking part in any transaction that is suspected or associated with proceeds of crime. In the case of violation of this prohibition, the supplier accepts, declares and undertakes itself to investigations, including into the commission of financial crimes, embargos, import/export restrictions, freezing of assets, permit/license revocation, to prison and fine money, restriction of financial transactions and criminal liability and that it will tolerate any material and moral

damages, including loss of reputation, that may occur before CCI. The Supplier acknowledges that not only itself but also its affiliated companies, subsidiaries, its own employees, counselors, organization, institution or business partners involved in the fulfillment of the work and that this may constitute a risk under this Code.

In addition, the Supplier shall, if requested by CCI, submit all the information, documents and permits that can satisfy CCI related whether compliance with sanctions and the anti-money laundering is ensured. In case where incomplete information or documents are submitted or there is any doubt the Supplier's compliance the regulations that were previously mentioned, the Supplier agrees that CCI may immediately terminate its contract with the Supplier without compensation and may claim any damages that may cause for this reason.

Protection of Data

Suppliers shall be obliged to protect the confidential data of CCI. Suppliers who are provided access to confidential data as part of the business relationship should not share such data with any other person unless authorized to do so by CCI. Suppliers should not deal in securities relying on the confidential data received from CCI, nor encourage any other person to do so. If a supplier believes that they are provided access to the confidential data of CCI by error, such supplier shall be obliged to notify the respective contact person within the Company immediately and to refrain from disclosing such data to any other parties.

Similarly, if a supplier is under a contractual or legal obligation not to share the data relevant to any other company or person, they should not share such data with CCI.

The Supplier agrees and undertakes to make all its developments in accordance with international standards and to take all necessary precautions regarding information security and to act in accordance with all instructions to be communicated by CCI regarding information security. If CCI wishes to undergo safety and performance testing of the services received from the Supplier before being transferred to the live environment, and critical and high-priority security vulnerabilities arise, and if the related vulnerability is related to the Software developed by the Supplier, these problems shall be remedied by the Supplier immediately. If the security gaps before the transfer to the live environment are not related to the software developed by the Supplier and related to the software / hardware under the responsibility of CCI, the Final Acceptance of the project shall be made and the security required for the transfer of the project to the live environment shall be transferred to the live environment. The Supplier shall immediately inform CCI using information.security@cci.com.tr email address in case of a security incident that may affect CCI due to any weaknesses in its systems.

The Supplier shall be obliged to provide such information or document in a timely and requested manner if any information or document are requested by the Capital Markets Board of Turkey ("SPK") within the scope of the Capital Market Legislation.

Protection of Personal Data

The Law on the Protection of Personal Data effective as of April 7, 2016 (the "Law") defines the personal data as any information relating to an identified or identifiable natural personal. The Supplier agrees and undertakes that any Personal Data shared by CCI whether in written or oral form, is obtained, processed and shared in accordance with the Law and relevant legislation.

The Supplier hereby agrees and undertakes to fully comply with the Law and relevant legislation; to keep the Personal Data confidential; to prevent the Personal Data from unlawful process and access; not to transfer the Personal Data to third parties or overseas; to use and store the Personal Data limited with the purpose and duration of the Agreement or the transaction in general; not to process the Personal Data without explicit consent of the data subject and CCI; without the necessity of a notification from CCI, to erase, destroy or otherwise anonymize the Personal Data immediately after the reasons of processing has expired, save for the statutory obligations.

The Supplier further undertakes to take all technical and administrative precautions to prevent the Personal Data from unlawful processing and to store the Personal Data limited with the purpose and legal period pursuant to the Law and the relevant legislation.

The Supplier guarantees to commensurately identify the authorization of its personnel, sub-contractors' personnel or other individuals (together shall mean "Personnel") to access and process the Personal Data in a limited manner and in line with the

Law and the relevant legislation. The Supplier further ensures that such Personnel shall not transfer or share the methods/passwords used for the authorization to access and process the Personal Data and to inform and educate the Personnel about the obligations set forth in the Law and relevant legislation. The Supplier undertakes that its Personnel shall not breach the terms of this undertaking even they have ceased working for the Supplier after the signature date of this undertaking; otherwise to be under joint and several liability together with the related Personnel.

The Supplier's obligations arising out of the Law and relevant legislation survives after the expiration or termination of the Agreement; however, in any case following the termination/expiration of the Agreement, the Supplier shall return all Personal Data obtained from CCI; shall not keep a record of the same for whatever reason and destroy all Personal Data. The Supplier agrees to fulfill the requirements of CCI pertaining to return or destroy of Personal Data within five (5) business day commencing from the receipt of such requirement.

Reporting of any Possible Misconduct

Those suppliers who believe that an employee of CCI or any person acting for and on behalf of CCI have engaged in any illegal or otherwise improper conduct should report this to the Company. The supplier may contact the manager of such employee or the Legal Directorate and, apply to third-party operated CCI Ethics Line via telephone at +90 212 371 07 32. The relationship of a supplier with CCI shall not be affected from a possible misconduct reporting carried out in good faith.

The Supplier agrees and undertakes that the Supplier and/or any one of their employees shall not violate any provision of "CCI Business Management Code of Ethics" constituting Appendix to this Agreement and an integral part of the present Agreement, or take any action whatsoever which may constitute a breach thereof.