

## Basic Principles for Suppliers and Business Conduct 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.

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.

### Business Conduct Code of Ethics

CCI expects all its employees and suppliers to comply with the law and to act ethically in all matters. Our Business Conduct Code of Ethics sets forth the basic standards for employee behavior. This Supplier Business Conduct Code of Ethics sets out the relevant requirements for our suppliers. By working together and doing the right thing, we can achieve great success.

Under this Code, CCI and its subsidiaries have the authority to conduct inspections at the site where the work subject to the contract is being performed, in order to determine whether the specified principles are being followed. If it is determined that the Supplier has not complied with the specified basic principles in a manner deemed appropriate and sufficient by CCI, CCI shall have the right to immediately terminate this Agreement, and in such a case, the Supplier shall not be entitled to claim any compensation, penalty, or any other demand from CCI.

**Note:** This Code covers the general requirements applicable to all suppliers providing goods or services to CCI. Certain supplier contracts or legal regulations applicable to our suppliers may include more specific provisions addressing some of the identical issues. Nothing in this Code is intended to replace any specific provision contained in a particular contract or legal regulation, and in the event of any inconsistency between this Code and a more specific provision in a contract, the specific provision will prevail.

### **Conflicts of Interest**

The employees of CCI shall act in the best interests of the Company. Accordingly, CCI employees must not engage in any financial or other relationships with any supplier that could conflict, or appear to conflict, with their obligation to act in the best interests of CCI. For example, suppliers must not offer or otherwise make payments or provide anything of value to any CCI employee during any transaction between the supplier and the Company. Friendships outside of work are inevitable and acceptable, but suppliers must ensure that no personal relationship is used to influence a CCI employee's business decisions. If an employee of a supplier has a family relationship or any other close relationship with a CCI employee, or if a supplier is in any other relationship with a CCI employee that could represent a conflict of interest, the supplier must disclose this information to CCI and ensure that the CCI employee also discloses the relationship.

In the event such a situation occurs, CCI reserves the right to unilaterally terminate the contract.

### **Gifts, Food and Entertainment**

CCI employees are prohibited from accepting anything beyond modest gifts and meals from suppliers. Reasonable, customary business meals and modest, non-personal gifts associated with traditional occasions, such as holidays, may be given. However, suppliers shall refrain from offering travel, frequent meals, or expensive gifts to CCI employees. For example, personalized gifts or cash equivalents such as gift cards are never permitted.

### **Business and Financial Records**

Both the supplier and CCI are required to maintain accurate records regarding all matters related to the supplier's business with CCI. This includes maintaining proper records of all expenses and payments. If CCI works with a supplier on a time basis, time records must be complete and accurate. Suppliers shall not delay sending an invoice or otherwise allow an expense to be shifted to a different accounting period.

### **Bribery**

Suppliers acting on behalf of CCI shall ensure that both they themselves and, if applicable, their affiliates, subsidiaries, agents, subcontractors, consultants, and similar entities, as well as all of their employees, comply with all applicable local laws regarding bribery, as well as international regulations such as the FCPA (Foreign Corrupt Practices Act) and the UK Bribery Act, while performing the work subject to the agreement between the parties. In connection with any transaction concerning CCI, whether as a supplier to CCI or otherwise, the supplier must not directly or indirectly transfer anything of value to any government official, employee of a state-controlled company, or political party in order to obtain any improper benefit or advantage. Suppliers are required to maintain written records of all payments made on behalf of CCI or from funds provided by CCI (including gifts, meals, entertainment, or anything else of value). Upon request, suppliers must provide CCI with a copy of these accounting records. 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 regulations on the prevention of money laundering, and all related regulations applicable to either the Supplier or

CCI, including embargoes, restrictive measures, or export controls (collectively referred to as "Sanctions"). The Supplier must take effective measures based on a risk-based approach to detect criminal proceeds and prevent money laundering by evaluating its processes under the "know your customer" principle and promptly notify CCI if it suspects any transaction. In this regard, the Supplier is prohibited from engaging in any commercial relationship with, using inputs obtained from, receiving payments from, or making payments to any specially designated nationals (SDNs), blocked persons, or prohibited parties, including certain governments, institutions, groups, or individuals subject to sanctions, or from being involved in any transaction suspected of involving criminal proceeds or related to such proceeds. Violation of this prohibition may subject the Supplier to investigations, embargo and import/export restrictions, asset freezes, license revocation, imprisonment, fines, restricted financial transactions, and criminal liability, and the Supplier acknowledges that it will bear all material and immaterial damages, including reputational damage to CCI. The Supplier acknowledges that compliance with Sanctions and the Anti-Money Laundering may apply not only to itself but also to its affiliates, subsidiaries, employees, consultants, any individuals or entities involved in the execution of the work, and business partners, and that this situation may pose a risk under this Code.

Furthermore, the Supplier agrees that, upon request by CCI, it shall promptly provide all necessary information, documents, or permissions that will satisfy CCI regarding compliance with Sanctions and Anti-Money Laundering regulations. The Supplier acknowledges that if there is incomplete information or documentation, or if there is any doubt about the Supplier's compliance with these regulations, CCI may immediately terminate its contract with the Supplier without compensation and claim any damages resulting from this situation.

#### **Protection of Data**

Suppliers are required to protect CCI's trade secrets and confidential information. Suppliers who have access to trade secrets and confidential information as part of their business relationship shall not share this information with anyone unless authorized to do so by CCI. Suppliers shall not engage in securities trading or encourage others to do so based on CCI's trade secrets or confidential information. If a supplier believes they have accidentally been given access to CCI's confidential information, they must immediately notify CCI and refrain from distributing the information to others.

Similarly, if a supplier is under a contractual or legal obligation not to share certain information regarding any other company, the supplier must not share that information with anyone within CCI.

The Supplier agrees and undertakes to carry out all developments in accordance with international standards and to take all necessary measures related to information security, as well as to comply with any instructions provided by CCI regarding information security. If CCI wishes to subject the services received from the Supplier to security and performance tests before going live, and critical or high-priority security vulnerabilities are identified, if the security vulnerability is related to the software developed by the Supplier, these issues shall be immediately resolved by the Supplier under the contract price between the Supplier and CCI. If the security vulnerabilities that arise before going live are not related to the software developed by the Supplier but are related to the software/hardware under CCI's responsibility, the project will be formally accepted, and the project will be transferred to the live environment after the necessary security vulnerabilities are resolved. If the Supplier experiences a security incident that may affect CCI due to vulnerabilities in its own systems, it will immediately notify CCI using the email address [information.security@cci.com.tr](mailto:information.security@cci.com.tr).

The Supplier agrees, declares, and undertakes that, under the Capital Markets Legislation, in the event the Capital Markets Board ("CMB") requests any information, the Supplier is obliged to provide the requested information in a timely manner and in the required format. The Supplier also agrees to provide the necessary access to any

information, documents, and records related to the services provided under the contract between CCI and the Supplier, should the CMB deem it necessary.

### **Protection of Personal Data**

The Supplier acknowledges that it is aware of its legal obligations under the Personal Data Protection Law No. 6698 and related legislation (hereinafter referred to as "Personal Data Legislation"). The Supplier agrees, declares, and undertakes to keep all personal data communicated to it by CCI and/or obtained on behalf of CCI, whether under the contract between CCI and the Supplier or otherwise, completely confidential in accordance with the Personal Data Legislation. The Supplier shall not process this data for any purpose other than what is necessary for the performance of the work/service between CCI and the Supplier, and it will take necessary measures to prevent unlawful access. The Supplier agrees not to transfer such data abroad, including subsequent transfers, without meeting the requirements under the relevant legal basis, and without CCI's knowledge and written consent, and will not use or process the data in any other way. The Supplier agrees to use the personal data only to the extent necessary to fulfill the services covered by the contract between CCI and the Supplier, to retain it only for the duration required by the nature of the work, and to delete, destroy, or anonymize the personal data in accordance with the Personal Data Legislation without any need for a notice or warning from CCI as soon as the reasons for processing no longer exist, except in cases provided for by law. The Supplier also agrees to return the data to CCI and not to keep any copies of the data for archival purposes or otherwise.

The Supplier, who has access to and holds personal data, agrees to take all necessary technical and administrative measures to prevent the unlawful processing of such data and to ensure the data is stored for the legally required duration and purposes. These measures must be at least as comprehensive as those the Supplier applies to protect its own data.

The Supplier agrees and declares that it will define the personal data access and processing authorizations of its employees, subcontractors, and other individuals working under its supervision, in accordance with the Personal Data Legislation, only to the extent necessary for the performance of the service. The Supplier will ensure that its employees, subcontractors, and other individuals working under its supervision do not share the accessed information or the passwords/methods used for access with anyone. The Supplier also undertakes to inform its employees, subcontractors, and other individuals working under its supervision about their obligations under the Personal Data Legislation. Even if these individuals leave their positions after the signing of the contract between CCI and the Supplier, the Supplier ensures that they will not act in violation of these obligations. Otherwise, the Supplier will be directly and jointly liable with the individuals in question.

As long as the relationship between the Parties arising from the contract between CCI and the Supplier continues, and even after the termination of this contract, the Supplier's obligations under the Personal Data Legislation shall remain in effect indefinitely. In any case, after the termination of the said contract, for whatever reason, the Supplier shall return to CCI all personal data communicated by CCI and/or obtained on behalf of CCI, shall not retain any copies of such data for archival purposes or otherwise, and shall delete, destroy, or anonymize all personal data in accordance with the Personal Data Legislation. The Supplier agrees and declares that it will respond to any request from CCI regarding the personal data subject to this clause within no later than two (2) business days from the date of CCI's request.

### **Reporting of any Possible Misconduct**

Suppliers who believe that a CCI employee or any person acting on behalf of CCI has engaged in illegal or otherwise inappropriate behavior should report the matter to CCI. The Supplier may contact the employee's manager or the

Legal Department, or they may reach out to the independently operated ethics hotline at +90 212 371 07 32. A Supplier's relationship with CCI will not be affected by the honest reporting of potential misconduct.