

MARTURFOMPAK INTERNATIONAL	SUPPLY CHAIN COMPLIANCE POLICY	Issued Date / Hazırlık Tarihi:	13.08.2026
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1. OVERVIEW, PURPOSE AND SCOPE

We, Martur Fompak International, are committed to the highest international standards, applicable laws and regulations, and to the respect and promotion of Human Rights. With this Policy, we establish the compliance standards expected from all Business Partners and suppliers. We also encourage Business Partners to report any actual or suspected violations of this Policy in good faith.

The purpose of this Supply Chain Compliance Policy (the “Policy”) is to communicate these principles and provide guidance on the standards expected from our Business Partners, as well as to support Martur Fompak International in selecting and monitoring Business Partners.

2. DEFINITIONS

Bribery means the action to solicit, offer, promise, give, ratify, receive or accept gifts, presents or other advantages, “anything of value” with the aim to corruptly influence (*Corruptly influence means an intent or desire to wrongfully influence and induce the recipient’s misuse of his/her position*) or obtain improper advantage (*Improper advantage means an advantage to which our company and/or its Business Partners are not explicitly entitled*) over a business transaction or relationship.

Bribery also involves, (i) distribution of a certain amount of payment to government or party authorities or personnel or their relatives, friends or business partners; or (ii) using intermediaries such as agencies, lobbies, subcontractors, consultants or other third parties for the transfer of these payments to the government or party authorities or personnel, or their relatives, friends or business partners.

Compliance Program means the set of policies, procedures, controls, and processes implemented by Martur Fompak International to ensure compliance with applicable laws, regulations, and internal policies, and to prevent, detect, and address legal, ethical, and reputational risks.

Corruption means the abuse of entrusted power for private gain.

Due Diligence means the process of reasonable investigation and assessment carried out to identify, evaluate, and mitigate potential legal, financial, and reputational risks before entering into or maintaining a business relationship.

Embargoed Country means any country or territory that is subject to comprehensive sanctions or embargo measures imposed, administered, or enforced by the United Nations, the European Union, the United States (including OFAC), the United Kingdom, or any other governmental authority having jurisdiction over the Parties.

Enhanced Due Diligence (EDD) means the additional set of processes applied in high risk situations, including relationships involving Politically Exposed Persons, high-risk countries, or complex ownership structures.

Export Control Regulations mean the laws and regulations that govern, allow, restrict, or prohibit the import, export, re-export, or transfer of goods, technologies, information, and services for reasons including trade, foreign policy, and national security, including but not limited to Regulation (EU) 2021/821.

Health, Safety and Environmental Management Framework means the structured framework, processes, and controls implemented by an organization to manage risks and ensure compliance with applicable health, safety, and environmental requirements, as well as to promote continuous improvement in these areas.

Human Rights means the rights inherent to all human beings, regardless of gender, race, colour, religion, language, age, nationality, difference of thought, national or social origin, and wealth. This includes the right to an equal, free, and dignified life, among other human rights.

ILO means The International Labour Organization.

Laundering the Proceeds of Crime means the activities that involve taking criminal proceeds and disguising their illegal source in anticipation of ultimately using such criminal proceeds to perform legal and illegal activities.

Paris Agreement means the international treaty adopted under the United Nations Framework Convention on Climate Change (UNFCCC), aimed at limiting global warming and promoting efforts to reduce greenhouse gas emissions and enhance environmental sustainability.

Politically Exposed Person (PEP) means a natural person who is or has been entrusted with prominent public functions, as well as their immediate family members and close associates.

Public Official means a variety of individuals including but not limited to the following:

- Employees working at government bodies domestically or internationally
- Employees of government business enterprises (domestic or international),
- Employees of political parties, political candidates, (domestic or international),
- Any person who holds a legislative, administrative, or judicial position, (domestic or international),
- Judges, jury members, or other officials who work at domestic or international courts,
- Officials or representatives working at national or international parliaments, and
- Arbitrators resorted to, who have been entrusted with a task within the arbitration procedure, to resolve a legal dispute.

Sanctions mean trade, economic, or financial restrictions imposed by governments or international organizations against targeted countries, entities, or individuals.

Sanctions Target means:

- Any individual, entity, vessel, or governmental body identified as subject to applicable sanctions measures (collectively, “Listed Persons”), including, for example, Specially Designated Nationals (SDNs);
- Any entity that is owned, whether directly or indirectly, at 50% or more (individually or in the aggregate) by one or more Listed Persons;
- Any individual or entity that is resident in, organized under the laws of, registered in, or physically located within an Embargoed Country, or that is owned or controlled by, or acting for or on behalf of, the government of an Embargoed Country.

The UN means the United Nations.

The UN Global Compact means a global pact initiated by the United Nations, to encourage businesses worldwide to adopt sustainable and socially responsible policies, and to report on their implementation. The UN Global Compact is a principle-based framework for businesses, stating ten principles in the areas of Human Rights, labour, the environment, and anti-corruption.

The UN Guiding Principles on Business and Human Rights is a set of guidelines for states and companies to prevent, address and remedy human rights abuses committed in business operations.

The Universal Declaration of Human Rights (UDHR) means a foundational United Nations document that outlines basic Human Rights and freedoms. It guides our commitment to treat all individuals with dignity and respect.

The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work means an ILO declaration adopted in 1998 that commits all member states whether or not they have ratified the relevant Conventions, to respect, and promote the following four categories of principles and rights in good faith: freedom of association and effective recognition of collective bargaining, elimination of all forms of forced or compulsory labour, abolition of child labour, elimination of discrimination in employment and occupation.

3. GENERAL PRINCIPLES

Martur Fompak International selects its Business Partners based on criteria such as technical capability, quality of products and services, pricing, corporate reputation, and financial stability. In addition, the Company adopts a risk-based approach to evaluate compliance-related risks associated with its Business Partners, ensuring alignment with the principles outlined in this Policy.

Within this framework, the following measures are implemented:

- Taking appropriate steps to effectively manage risks related to Sanctions and Export Control Regulations;
- Conducting Due Diligence on Business Partners, both prior to and throughout the business relationship, to ensure they are neither directly nor indirectly subject to Sanctions, and to verify the absence of adverse information related to bribery, corruption, money laundering, Proceeds of Crime, financing of terrorism and weapons of mass destruction, Human Rights violations, or other compliance concerns;
- Auditing Business Partners, when necessary, to assess their compliance with the Martur Fompak International Global Code of Conduct, as well as with applicable legislation, contractual commitments, and the UN Guiding Principles on Business and Human Rights (“Principles”) set out below;
- Providing training to Business Partners, where appropriate, to ensure adherence to expected standards.

Business Partners shall comply with all applicable export control laws and regulations, including those of the European Union, and shall ensure that no products, services, or technologies are supplied in violation of such restrictions.

Martur Fompak International expects that grievance mechanisms are accessible not only to employees but also, where appropriate, to external stakeholders affected by Business Partners’ activities.

Business Partner Onboarding Procedure

As part of the first line of responsibility, business units are required, prior to entering into any relationship with a new Business Partner, to identify potential risks related to Sanctions and Export Control Regulations and to ensure that the prospective partner is not a Sanctions Target.

Business units must also perform appropriate screening and integrity checks Due Diligence, while ensuring full compliance with applicable personal data protection laws in all jurisdictions where Martur Fompak International operates. In particular, any personal data processed in the context of Due Diligence activities shall:

- be processed on a valid legal basis, including legitimate interest where applicable;
- be limited to what is necessary for risk assessment purposes (data minimization);
- be retained only for as long as necessary in accordance with defined retention periods;
- be subject to appropriate technical and organizational safeguards;
- comply with applicable rules on international data transfers where data is accessed or stored outside the European Economic Area.

Business Partners shall ensure that any screening activities (including sanctions, PEP, and adverse media screening) are carried out in compliance with applicable data protection laws.

This process is intended to identify potential compliance and reputational risks, including, but not limited to, bribery and corruption, money laundering, Proceeds of Crime, terrorist financing, proliferation of weapons of mass destruction, and Human Rights concerns.

Furthermore, business units are required to assess whether the prospective Business Partner qualifies as a Public Official or a PEP through internet research, media screening, and relevant database checks.

Due Diligence is performed by the business units, and with the coordination of the Legal and Compliance Team of Martur Fompak International, acting in its second line role, and is subject to ongoing monitoring.

If the Due Diligence process reveals any red flags indicating potential compliance risks, or if the Business Partner is identified as a Public Official or a PEP, the Legal and Compliance Team must be notified without delay and may, based on its assessment, decide to discontinue the transaction or initiate EDD.

In such circumstances, the appropriate decision-making level/tier/ top management is informed of the identified compliance risks, their potential impact on Martur Fompak International, and the recommended measures in relation to establishing, maintaining, or terminating the business relationship. Based on the conclusions and recommendations of the EDD report, a decision is taken on whether to proceed with, continue, or terminate the relationship.

The entire process may be subject to internal audit where considered appropriate.

At the stage of entering into a contract with a Business Partner, Martur Fompak International shall ensure that the relevant parties are made aware of this Policy. Martur Fompak International further reserves the right to terminate the contract or apply appropriate remedies in the event of a breach of this Policy.

Accordingly, contractual provisions shall be included to reflect the obligation to comply with this Policy and applicable Principles, as well as to grant Martur Fompak International audit rights in respect of the relevant counterparty.

Business Partners shall ensure that equivalent compliance obligations are communicated and, where appropriate, contractually imposed on their own subcontractors and supply chain partners.

Business Partners shall ensure continuous monitoring of their activities, transactions, and ownership structure to promptly identify any changes that may result in Sanctions exposure.

As part of its risk-based approach, Martur Fompak International seeks to identify, prevent, mitigate, and, where necessary, remediate actual or potential adverse impacts on Human Rights and the environment arising from its own operations and its value chain.

Business Partners are expected to communicate the requirements of this Policy throughout their own operations and supply chains and to exercise appropriate oversight over their subcontractors, agents, and suppliers. Business Partners shall maintain effective policies, procedures, controls, and management systems to ensure compliance with the standards outlined in this Policy and shall promptly address any identified non-compliance.

4. Business Partner Compliance Principles

Martur Fompak International's principles, integral to this Policy and its broader Compliance Program, are aligned with the Principles of the UN Global Compact.

These Principles are taken into account during the selection and ongoing monitoring of Business Partners, including through pre-engagement assessments. All Business Partners of Martur Fompak International are expected to adhere to these standards.

In addition, when entering into contractual arrangements, Martur Fompak International reserves the right to terminate the contract or apply appropriate contractual remedies in the event of any breach of this Policy or the Principles outlined herein.

4.1. Laws and Regulations

Business Partners of Martur Fompak International are expected to conduct their activities in full compliance with all applicable laws, rules, and regulations relevant to their operations and industry. This includes, among others, legislation relating to competition, anti-money laundering, the prevention of terrorist financing and proliferation financing, data protection, as well as anti-bribery and anti-corruption requirements.

Without prejudice to the above, Business Partners shall comply, where applicable, with relevant European Union legislation, including but not limited to:

- Directive (EU) 2019/1937 on the protection of persons who report breaches of Union law (Whistleblowing Directive);
- Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR);
- Directive (EU) 2015/849 and its subsequent amendments (Anti-Money Laundering Directives);
- Regulation (EU) 2017/821 on conflict minerals;
- Applicable EU restrictive measures (sanctions) regulations;
- Any applicable legislation adopted pursuant to the EU Corporate Sustainability Due Diligence framework.

4.2. Anti-Bribery and Corruption & Prevention of Laundering of the Proceeds of Crime and Financing of Terrorism and Weapons of Mass Destruction

Business Partners are required to comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA"), and applicable European Union and national legislation, including Directive (EU) 2026/1021. They must also comply with all applicable laws relating to the prevention of money laundering and the financing of terrorism and the proliferation of weapons of mass destruction when conducting business on behalf of Martur Fompak International.

Any form of bribery or corruption, including the offering, giving, receiving, or soliciting of anything of value, whether directly or indirectly, for the purpose of obtaining an improper advantage or influencing decision-making processes, is strictly prohibited.

Similarly, any activity that may facilitate or be associated with money laundering or the financing of terrorism or weapons of mass destruction, whether intentional or not, is strictly prohibited and unlawful.

4.3. Human Rights

Business Partners are expected to carry out their activities in full compliance with the Martur Fompak International Human Rights Policy.

4.3.1. Employment

Business Partners must ensure that their operations are free from child labour, forced labour, and any form of labour exploitation or abuse.

In line with the conventions and recommendations of the ILO, the Universal Declaration of Human Rights, and the UN Global Compact, Martur Fompak International requires its Business Partners to adopt a zero-tolerance approach to slavery and human trafficking. Under no circumstances should force or compulsory labour be used.

Forced labour includes any work or service extracted under threat or coercion, including but not limited to withholding of wages, confiscation of property or identity documents, deprivation of food, physical or sexual abuse, or involuntary prison labour.

4.3.2. Compliance with Labor Laws

Business Partners are expected to comply with all applicable labour laws and regulations in the countries in which they operate.

Wages must be set in a fair and competitive manner, considering industry standards, local labour market conditions, and, where applicable, collective bargaining agreements. All compensation, including social benefits, must be provided in accordance with applicable legal requirements. Business Partners must also comply with all relevant regulations governing working conditions, including working hours, overtime, maximum working limits, rest periods, and employee benefits.

4.3.3. Workplace Free from Harassment and Violence

Business Partners are expected to maintain a work environment that is safe, secure, and free from violence, harassment, and any other form of inappropriate or harmful conduct, whether arising from internal or external sources.

Any form of harassment or abuse, including physical, verbal, sexual, or psychological harassment, bullying, coercion, or threats, is strictly prohibited and will not be tolerated.

4.3.4. Non-Discrimination

Business Partners are required to maintain a workplace environment based on fairness, respect, and equal opportunity, where all forms of discrimination are strictly prohibited.

Employees must be treated with dignity and without discrimination on any grounds, including but not limited to race, gender, colour, national or social origin, ethnicity, religion, age, disability, sexual orientation, trade union membership, or political opinion.

4.3.5. Freedom of Association and Collective Bargaining

Business Partners are expected to respect employees' right to freely choose to join or not join trade unions, as well as their right to engage in collective bargaining, without fear of intimidation, discrimination, or retaliation.

4.4. Health and Safety

Business Partners are required to ensure a safe and healthy working environment, in full compliance with all applicable laws and regulations, and to implement appropriate safety measures across all areas of their operations.

They must promptly address any unsafe conditions or behaviours and take proactive steps to prevent accidents and injuries, thereby minimizing risks to employees and other stakeholders.

4.5. Environment

Martur Fompak International expects its Business Partners to actively contribute to the protection and preservation of the environment. In this context, Business Partners are required, to the extent applicable to their activities and/or transactions, to:

- Comply with all applicable environmental laws and regulations including Health, Safety and Environmental Management. Business Partners shall maintain an environmental management system aligned with ISO 14001 principles and, where feasible, obtain ISO 14001 certification or an equivalent recognized standard, Continuously improve their environmental performance and resource efficiency and reduce their environmental impact,
- Adopt a policy of voluntarily in the field of research to improve their products and bring them to an even higher standard in terms of respect for the environment
- Ensure that materials, products, or parts purchased by Martur Fompak International from the Business Partner comply with the laws or regulations applicable in the country of manufacture and do not contain prohibited substances and materials,
- Contribute to the recyclability of vehicles by providing materials.
- Implementing a policy to reduce CO2 emissions to contribute to Martur Fompak International 's commitments made in accordance with the Paris Agreement.
- To have effective monitoring systems and procedures against industrial accidents and other emergencies,
- Reduce their environmental impact to address greenhouse gas emissions and energy consumption, water management, waste management, pollution prevention and protection of biodiversity,
- Encourage their Business Partners and third parties to improve their environmental performance.

4.6. Animal Welfare

Business Partners of Martur Fompak International are expected to adhere to the five internationally recognized animal welfare principles as defined by the World Organisation for Animal Health (OIE). They are also expected to promote and ensure adherence to these principles throughout their own supply chains.

4.7. Responsible Sourcing of Conflict Minerals

Martur Fompak International is committed to exercising due care and supporting responsible procurement. In this context, the Company seeks to ensure transparency regarding the origin of minerals used in its products, particularly those sourced from conflict-affected or high-risk areas, including tungsten, tantalum, tin, and gold.

Business Partners are required to provide Martur Fompak International, in writing, with the following information:

- The detailed composition of materials used in the manufacture of supplied products, as well as any subsequent changes;
- Comply and provide the Conflict Minerals Reporting Template (CMRT), developed by the Responsible Minerals Initiative (formerly EICC-GeSI), upon request, and shall ensure Due Diligence regarding the sourcing of conflict minerals (3TG) in its supply chain;
- Identification of smelters and refiners within their supply chain, whether directly sourced or through subcontractors; and
- Confirmation of measures taken to avoid sourcing from illegal or unethical channels and to support responsible sourcing practices.

Business Partners shall also comply with Regulation (EU) 2017/821 and any national implementing measures regarding the responsible sourcing of minerals from conflict-affected and high-risk areas.

4.8. Compliance with our Global Code of Conduct, Laws, and International Conventions

Martur Fompak International expects its Business Partners to conduct their activities with integrity, fairness, and in full compliance with applicable laws, as well as with the Martur Fompak International Global Code of Conduct.

Business Partners are also expected to operate in compliance with applicable laws and regulations, as well as international conventions applicable in the countries in which Martur Fompak International operates, including the United Nations Universal Declaration of Human Rights and the Principles of the UN Global Compact. In addition, they must adhere to all relevant Martur Fompak International policies and uphold the principles of honesty, transparency, and ethical conduct in their business practices.

4.9. Conflict of Interest

Business Partners must avoid any personal dealings with Martur Fompak International employees that could give rise to an actual or perceived conflict of interest or adversely affect the company’s reputation.

Any situation involving a close relationship between Martur Fompak International employees and Business Partners, or with any third parties seeking to establish a business relationship with Martur Fompak International, must be promptly disclosed to the Legal and Compliance Team, particularly where such employees are involved in awarding, approving, or influencing business decisions.

In addition, prior to establishing any direct or indirect business relationship with a former Martur Fompak International employee, the relevant department must inform the Legal and Compliance Team. Such engagements shall be subject to review and approval in accordance with applicable internal procedures.

4.10. Reporting

All reports shall be handled in a confidential, impartial, and timely manner.

Martur Fompak International ensures that:

- receipt of a report is acknowledged within a reasonable timeframe (typically within 7 days);
- feedback is provided to the reporting person within a maximum period of 3 months, subject to legal constraints;
- reports are assessed and, where appropriate, investigated by designated and independent personnel;
- any form of retaliation against individuals who report concerns in good faith is strictly prohibited.

Business Partners are expected to provide effective lines of communication for reporting violations and taking the necessary action in a timely manner. Business Partners and their employees shall be able to report their concerns without any fear of retaliation or retribution. Employees of Business Partners may report their concerns anonymously via our Ethics Hotline:

- Ethics Website [EthicsPoint - Martur Fompak](#)
- Ethics Hotline Number (national toll-free telephone number)

Country	Toll-free number
France	0800 90 76 65
Germany	0800 182 7078
Italy	800826971
Morocco	0530 553348
Netherlands	0800 0231873
Poland	800005511
Romania	0800 890 686
Slovakia	0800 223 202
Turkiye	00800 492 408 80191

- Ethics QR Code



- Directly to the Legal and Compliance Team.

Reports shall be handled by designated persons or departments specifically appointed to receive, follow up on, and investigate reports, ensuring independence and absence of conflicts of interest.

All reports shall be subject to appropriate assessment and, where necessary, formal investigation procedures.

4.11. Training and Development

Martur Fompak International encourages its Business Partners to support the continuous development of their employees by providing appropriate training programs and resources aimed at enhancing their skills, knowledge, and professional capabilities.

4.12. Management Systems

Business Partners are expected to implement and maintain effective management systems designed to ensure compliance with applicable laws, regulations, and the Principles set out in this Policy.

4.13. Evaluation and Corrective Actions

Martur Fompak International reserves the right to periodically evaluate the social and environmental performance of its Business Partners, either directly or through third-party assessments. Such evaluations may cover areas including environmental impact, labour practices, ethical business conduct, and responsible sourcing, and are used to identify risks and determine priorities for audits.

Where adverse impacts are identified, Business Partners are expected not only to implement corrective action plans but also to cooperate in remediation measures aimed at addressing the harm caused, where applicable.

Where necessary, Business Partners may be required to implement corrective action plans to address identified gaps. Martur Fompak International may also provide support, as appropriate, to assist Business Partners in defining and implementing effective improvement measures.

5. AUTHORITY AND RESPONSIBILITIES

All employees and directors of Martur Fompak International are responsible for complying with this Policy and for implementing and supporting the company’s procedures and controls in line with its requirements. Martur Fompak International also expects its Business Partners, where applicable, to adhere to and act in accordance with this Policy and takes appropriate measures to promote such compliance.

In the event of any inconsistency between this Policy and applicable local laws or regulations in the countries where Martur Fompak International operates, the more stringent requirement shall apply, provided that its application does not result in a violation of local laws or regulations.

Any individual who becomes aware of conduct that may be inconsistent with this Policy, applicable laws, or the Martur Fompak International Global Code of Conduct is encouraged to seek guidance or report the matter to their line manager.

Martur Fompak International employees may contact the Legal and Compliance Team of Martur Fompak International for their questions regarding this Policy and its application.

The Legal and Compliance Team shall have an independent oversight role in high-risk Due Diligence decisions, including the authority to escalate, approve, or reject Business Partner engagements based on compliance risk.

6. VIOLATIONS AND CONSEQUENCES

Martur Fompak International maintains a zero-tolerance approach to conduct that violates applicable laws, regulations, contractual obligations, or the principles set out in this Policy. All reported concerns, allegations, or indications of non-compliance will be reviewed and, where appropriate, investigated in a fair, impartial, and confidential manner.

Business Partners are expected to cooperate fully with any assessment, audit, investigation, or remediation process related to potential violations of this Policy.

Where non-compliance is identified, Martur Fompak International may require the implementation of corrective action plans within defined timeframes and may monitor progress to ensure effective remediation. Failure to address identified deficiencies may result in escalation measures.

Depending on the nature, severity, frequency, or intentionality of the violation, Martur Fompak International reserves the right to take appropriate actions, including:

- Requiring corrective and preventive actions;
- Conducting enhanced monitoring or audits;
- Suspending new business activities or transactions;
- Terminating existing contracts or business relationships; and
- Reporting matters to relevant authorities where required by law.

Any violation may also expose the Business Partner and relevant individuals to civil, administrative, or criminal penalties under applicable laws and regulations.

In the event of any conflict between this Policy and applicable local laws, the stricter requirement shall apply to the extent permitted by law. Where compliance with this Policy would result in a violation of local law, the relevant legal requirement shall prevail and the matter shall be promptly raised with the Martur Fompak International Legal and Compliance Team.

This Policy shall be periodically reviewed and updated by the Legal and Compliance Team to reflect changes in applicable laws, regulations, and best practice.

By signing below, the Business Partner formally confirms its acceptance of and commitment to comply with this Policy. This Policy does not, in itself, create an obligation for Martur Fompak International to enter or maintain a commercial relationship with the Business Partner.

Business Partner Details

Legal Name :
DUNS :
Registered Address :
Authorized Representative :
Position / Title :
Date :
Signature :
