



Cengiz Holding A.Ş.

Contract Management Policy

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Table of Contents

- 1. Purpose and Scope..... 3**
- 2. Definitions 3**
- 3. General Principles 3**
- 4. Implementation Principles..... 4**
 - 4.1. Matters to Be Considered in the Preparation of Contracts4**
 - 4.2. Due Diligence4**
 - 4.3. Contracts Review.....5**
 - 4.4. Identification, Classification and Retention of Contracts.....5**
 - 4.5. Contract Confidentiality5**
 - 4.6. Termination of Contracts.....5**
- 5. Roles and Responsibilities..... 5**
- 6. Revision History..... 6**

1. Purpose and Scope

The Contract Management Policy (“Policy”) has been prepared to establish the principles regarding the preparation, review, approval, execution, termination, retention, and audit of all contracts signed by Cengiz Holding A.Ş. and its Group Companies (“Cengiz Holding”, “Holding” or “Group”).

This Policy aims to ensure the compliance of Cengiz Holding employees with legal regulations, international provisions, ethical principles, and Holding policies during contract processes, and to strengthen the principles of transparency, accountability, traceability, and effective risk management in contract processes.

The Policy applies to all employees of Cengiz Holding and its Group Companies. Group Companies may adopt stricter rules than this Policy depending on the geography, sector, and regulatory requirements in which they operate; however, they may not adopt more flexible rules.

2. Definitions

Unless otherwise defined under this section, the terms, words, and expressions used in the Policy shall have the meanings ascribed to them under the applicable laws, regulations, and sectoral terminology.

Due Diligence: Refers to the process of conducting identification of the organisation’s third parties and verifying such identification through reliable sources, determining the individuals who are the ultimate beneficial owners in financial transactions, obtaining partnership information in legal entities and identifying the individuals to whom ownership belongs, obtaining information on the type and nature of the intended transaction, and ensuring that all these processes are applied periodically even after the business relationship has been established.

Ultimate Beneficial Owner: Refers to the natural person(s) who control a business and/or on whose behalf a transaction is conducted.

Contract: Refers to the documents drawn up between two or more parties within the scope of cooperation, in which the parties declare their mutual and valid consent.

Third Party: Refers to any supplier, contractor, subcontractor, dealer, distributor, intermediary, or any kind of representative and consultant acting on behalf of the Holding.

3. General Principles

The presence of two or more parties, the obligations of the parties, responsibilities regarding specific periods, and general conditions are the fundamental characteristics of a contract. Accordingly, at a minimum, a contract shall include the following elements:

- The full and complete indication of the parties’ names, surnames, and titles, as well as their residential addresses and/or the registered address of the company,
- The signatures of the parties,
- The subject matter and purpose of the contract,
- The duration of the contract,
- The terms and conditions regarding termination of the contract,
- If payment is to be made, the amount, currency, method of payment, and due date,

- The consequences of default,
- The obligations and responsibilities of the parties throughout the duration of the contract.

4. Implementation Principles

4.1. Matters to Be Considered in the Preparation of Contracts

Employees preparing contracts shall pay attention to the following principles:

- Contract texts must be written in clear and comprehensible language, accurately reflecting the purpose of the contract.
- The contract must be consistent as a whole, avoiding contradictory or ambiguous provisions.
- Contracts must be prepared and kept in such a way that each party retains one copy.
- The names, titles, and addresses of the parties must be indicated fully and exactly as stated in official documents such as identity cards, trade registry gazettes, or other official records.
- Stamp duty and other legal obligations arising from the contract must be observed.
- Abbreviations used must be explained; technical issues and terms must be clearly defined.
- Each page of the contracts must be initialled by the parties, and the final page must be signed.

Cengiz Holding attaches importance to clearly defining the mutual obligations of the parties in contracts entered into with employees, customers, and all third parties within the framework of national legislation and international regulations. Accordingly, it is essential that the following compliance provisions are included in contracts:

- Commitments regarding the prevention of money laundering and the financing of terrorism, as well as combating bribery and corruption,
- Compliance with human rights, labour rights, environmental protection, and occupational health and safety standards,
- An obligation for the parties to comply with the Cengiz Holding Code of Ethics, policies, and procedures,
- Explicit provisions stating Cengiz Holding's right to audit and terminate in cases of suspected compliance breaches.

For employment contracts concluded with employees, the Human Resources Department is responsible for ensuring that such compliance clauses are included in full, while for contracts with third parties, the process owners are responsible.

4.2. Due Diligence

In order to obtain sufficient information about the parties with whom Cengiz Holding enters into business relationships and to ensure that such parties meet the ethical values upheld by the Holding, due diligence must be conducted on third parties. Due diligence¹ shall be carried out and completed prior to the signing of a contract and must be performed periodically throughout the term of the contract.

¹ Detailed information regarding due diligence process is provided in the Cengiz Holding Anti-Money Laundering Policy.

Within this scope, the identification of the ultimate beneficial owners of the parties must be carried out, such individuals must be screened against sanctions lists, and adverse media searches must be conducted through publicly available sources.

Cengiz Holding conducts a risk assessment based on the compliance risk level of third parties and determines the periodic review process in accordance with the relevant party's risk level

4.3. Contracts Review

Once contracts are prepared by the relevant department, their content shall be forwarded to the relevant commercial and technical teams for evaluation. After being revised by the commercial and technical teams, contracts shall be reviewed by the Legal Department to assess legal compliance. Contracts must not be sent to the counterparty without obtaining approval from the Legal Department.

Financial controls of the contracts shall be carried out by the Finance Department. The insurance and payment terms of the contract, as well as its financial efficiency, shall be assessed by the relevant finance team.

The Accounting Department shall review and evaluate the tax and other financial obligations arising from the contract

4.4. Identification, Classification and Retention of Contracts

Contracts shall be classified, retained, archived and disposed of in accordance with the Cengiz Holding Record Retention Policy.

4.5. Contract Confidentiality

Cengiz Holding executes its contracts within the framework of confidentiality as stipulated in internal policies. The requirements for ensuring contract confidentiality are detailed in the Cengiz Holding Information Confidentiality Policy. The Holding ensures that information related to contracts is made accessible to other personnel only to the extent necessary for fulfilling legal and contractual obligations.

4.6. Termination of Contracts

Contracts may be terminated if, as a result of due diligence processes or notifications received, it is discovered and/or determined that the following have been violated:

- The agreed terms and conditions,
- Cengiz Holding Code of Ethics,
- Cengiz Holding Policies,
- Obligations arising from the contract and legal matters such as anti-bribery and anti-corruption, international sanctions, and anti-money laundering.

5. Roles and Responsibilities

All Cengiz Holding employees are obliged to comply with this Policy. In the event of encountering a situation contrary to the rules set out in the Policy, employees must immediately report the matter to at least one of the following channels:

- Legal Department, or
- Procurement Department

The Legal and Procurement Departments are responsible for communicating the requirements of this Policy to employees and for establishing an internal control environment to ensure that employees act in compliance with the Policy.

In the countries where Cengiz Holding operates, if the legal regulations falling under the scope of this Policy are stricter than the provisions of the Policy, the relevant legal regulations shall prevail.

Failure to comply with this Policy may result in employees facing various disciplinary measures, including termination of employment.

6. Revision History

This Policy has been approved by the relevant Board of Directors Resolution of the Company and entered into force. The periodic update of the Policy, in line with changes in legal regulations and Group processes, is the joint responsibility of the Legal and Procurement Departments.

Revision No.	Revision Date	Description
01	15.09.2025	Revised to enhance alignment with applicable legislation, international standards, and company practices.