PASINEX ARAMA VE MADENCILIK A.S.

CG-206 THIRD PARTY RISK MANAGEMENT POLICY

SECTION ONE

Purpose

Article 1 – Purpose

The purpose of this Policy is to establish the principles, rules and responsibilities governing the effective management of ethical, legal, financial, environmental, social, occupational health and safety, human rights, information security and operational risks arising from the business relationships established by **Pasinex Exploration and Mining Inc.** with third parties.

The Company seeks to engage not only with business partners possessing the necessary technical and commercial capabilities but also with third parties that embrace the principles of integrity, ethical conduct, transparency, accountability, sustainability and compliance with applicable legislation.

This Policy establishes the fundamental corporate principles applicable throughout the entire lifecycle of third-party relationships, including the identification and assessment of third-party risks, due diligence, third-party selection, contract management, performance monitoring and the termination of business relationships.

Article 2 – Scope

This Policy applies to all third parties acting on behalf of the Company or carrying out activities together with the Company.

Accordingly, all third-party business relationships, including but not limited to the following, shall be subject to the provisions of this Policy:

a) suppliers of goods and services;

b) drilling, underground mining and other contractors;

c) transportation, logistics and warehousing service providers;

d) engineering, project management and technical consultancy firms;

e) law firms, financial advisers, independent auditors and other professional advisers;

f) representatives, intermediaries and commercial agents;

g) distributors and sales representatives;

h) joint venture partners and strategic business partners;

i) subcontractors;

j) laboratory, analysis and testing service providers;

k) maintenance, repair and technical service providers;

l) information technology and cybersecurity service providers;

m) private security service providers;

n) temporary workforce providers;

o) environmental, waste management and rehabilitation service providers; and

p) other critical service providers and third parties.

This Policy shall apply to:

- the establishment of new business relationships;
- the assessment of existing third parties;
- the preparation and implementation of contracts;
- the monitoring of performance; and
- the renewal or termination of business relationships.

Within the framework of a risk-based approach, the Company may prescribe different levels of compliance obligations having regard to the nature of the third party's activities, geographical location, scope of services and the risks to which the third party is exposed.

Article 3 – Legal Basis

This Policy has been prepared primarily on the basis of the applicable legislation, including:

- the Turkish Commercial Code;
- the Turkish Code of Obligations;
- occupational health and safety legislation;
- environmental legislation;
- competition law;
- legislation relating to the protection of personal data;
- legislation relating to the prevention of money laundering; and
- sanctions, export controls and other relevant national and international regulations.

This Policy shall also be implemented in conjunction with the following corporate policies and governance documents of the Company:

- **CG-202 Code of Ethics and Business Conduct Policy**
- **CG-203 Anti-Bribery and Anti-Corruption Policy**
- **CG-204 Conflict of Interest Policy**
- **CG-205 Whistleblowing Policy**
- **Procurement Policy**

- **Information Security Policy**
- **Human Rights Policy**
- **Occupational Health and Safety Policy**
- **Environmental and Sustainability Policy**
- other relevant Company policies and procedures.

The implementation of this Policy shall also take into consideration the following internationally recognised principles and standards:

- **OECD G20 Principles of Corporate Governance (2023);**
- **OECD Guidelines for Responsible Business Conduct;**
- **OECD Due Diligence Guidance for Responsible Business Conduct;**
- **ISO 37000 – Governance of Organizations;**
- **ISO 37301 – Compliance Management Systems;**
- **ISO 37001 – Anti-Bribery Management Systems;**
- **ISO 20400 – Sustainable Procurement;**
- **ISO 31000 – Risk Management;**
- **United Nations Guiding Principles on Business and Human Rights;**
- **United Nations Global Compact;**
- **IFC Performance Standards;** and
- **ICMM Mining Principles.**

Where differences exist between national legislation and internationally recognised good practices, the Company aims to apply the higher standard of ethical conduct and corporate governance, without prejudice to any mandatory provisions of applicable law.

SECTION TWO

Fundamental Principles

Article 4 – Principle of Ethical Business Partnership

The Company shall base its relationships with third parties on the principles of integrity, transparency, accountability, ethical conduct and sustainable business practices.

In selecting and assessing third parties, the Company shall consider, in addition to price, cost and technical capability, the following criteria where appropriate:

a) the level of compliance with ethical standards;

b) compliance with applicable legislation;

c) occupational health and safety performance;

d) environmental and social performance;

e) respect for human rights;

f) financial capability and reliability;

g) corporate reputation and past performance;

h) information security and confidentiality practices; and

i) sustainability practices and corporate governance arrangements.

The Company may refrain from establishing or continuing business relationships with third parties that engage in conduct contrary to ethical principles or present significant compliance risks.

Article 5 – Risk-Based Approach

The Company shall conduct third-party compliance processes in accordance with a risk-based approach.

Where appropriate, third parties may be classified, having regard to the nature of the business relationship and the risks it may present, on the basis of the following criteria:

a) sector of activity;

b) the nature of the products or services provided;

c) the scope and economic significance of the contract;

d) the risk profile of the country or region in which the third party operates;

e) the extent of interaction with public authorities;

f) the risk of bribery, corruption and fraud;

g) occupational health and safety risks;

h) environmental and social impacts;

i) information security and cybersecurity risks;

j) human rights risks; and

k) sanctions, export control or other regulatory risks.

The level of due diligence, approval mechanisms, contractual safeguards, performance monitoring activities and audit intensity shall increase in proportion to the level of risk.

Risk assessments shall be reviewed periodically or whenever significant changes occur in the business relationship.

Article 6 – Principle of Equality, Fair Treatment and Competition

The Company shall conduct the selection, assessment and contracting of third parties in accordance with the principles of equality, fair competition, objectivity, transparency and accountability.

Accordingly, the following principles shall apply:

a) providing equal opportunities to all prospective third parties;

b) applying objective and pre-established assessment criteria;

c) appropriately documenting decision-making processes;

d) preventing conflicts of interest; and

e) complying with applicable competition laws.

No individual or organisation shall be granted preferential treatment or subjected to disadvantage on the basis of personal relationships, family connections, political affiliations, economic interests or similar considerations.

Employees and managers participating in third-party selection processes shall promptly disclose any actual, potential or perceived conflict of interest and shall withdraw from the relevant decision-making process.

SECTION THREE

Selection of Third Parties

Article 7 – Preliminary Assessment

Before establishing a business relationship with a new third party, the Company shall conduct a preliminary assessment of an appropriate scope, taking into account the nature of the proposed engagement and the associated level of risk.

Where appropriate, the preliminary assessment may include consideration of the following matters:

a) commercial registry records and establishment and operational information;

b) ownership structure and **Beneficial Owners** information;

c) financial standing and financial capability;

d) technical capability and organisational structure;

e) references and previous business experience;

f) litigation, enforcement proceedings and significant legal disputes;

g) sanctions lists and regulatory records;

h) ethics and compliance history;

i) bribery and corruption risks;

j) occupational health and safety performance;

k) environmental and sustainability practices;

l) compliance with human rights and labour standards; and

m) information security practices.

The results of the preliminary assessment shall be documented as part of the Company's risk-based decision-making process.

Article 8 – Due Diligence

Risk-based **due diligence** shall be conducted for third parties presenting a high level of risk or those considered critical to the Company.

The scope of the due diligence shall be determined having regard to the third party's area of activity, risk profile, the nature of the services to be provided, the size of the contract and the potential impact on the Company.

Where appropriate, the due diligence process may include:

a) requesting additional information and documentation;

b) conducting research using publicly available sources;

c) using independent databases and reliable third-party information sources;

d) carrying out reference checks; and

e) conducting on-site reviews or independent assessments where considered necessary.

The results of the due diligence process shall be taken into consideration when determining whether to engage the third party and what control measures should be implemented.

SECTION FOUR

Contractual Obligations

Article 9 – Compliance Commitment

In contracts entered into between the Company and third parties, provisions relating to the following matters shall, where appropriate and having regard to the nature of the engagement and the level of risk, be included:

a) compliance with applicable legislation;

b) compliance with the Company's policies and procedures;

c) prohibition of bribery and corruption;

d) disclosure of conflicts of interest;

e) confidentiality obligations;

f) protection of personal data;

g) information security obligations;

h) compliance with occupational health and safety requirements;

i) environmental and social obligations;

j) respect for human rights;

k) record-keeping and documentation requirements;

l) the Company's audit and verification rights;

m) corrective actions to remedy non-compliance; and

n) suspension or termination of the contract in the event of serious breaches.

Where considered appropriate, the Company may require third parties to provide a written undertaking confirming their compliance with this Policy and other relevant Company policies.

Article 10 – Subcontractors

Where third parties engage subcontractors, they shall be responsible for ensuring that such subcontractors comply with the ethical, legal and compliance obligations assumed under the relevant contract.

Third parties shall be responsible for appropriately managing compliance risks arising from the activities of their subcontractors and for exercising the necessary oversight.

Where considered appropriate, the Company may request information and documentation relating to subcontractors and may require subcontractors to undergo a risk assessment.

Where subcontractors commit serious compliance breaches, the Company may exercise its contractual rights under the relevant agreement.

SECTION FIVE

Occupational Health and Safety Obligations

Article 11 – Occupational Health and Safety Compliance Obligations

Third parties shall comply with applicable occupational health and safety legislation, the Company's policies and procedures, contractual obligations and safe working rules in all activities carried out on Company premises or on behalf of the Company.

Within this scope, third parties shall be responsible for ensuring:

a) that their personnel receive the necessary training;

b) that appropriate personal protective equipment is used;

c) that risk assessments are conducted;

d) that safe working methods are implemented;

e) that occupational accidents, near misses and hazardous conditions are reported without delay; and

f) that appropriate emergency preparedness measures are established.

The Company may require the temporary suspension of activities where a serious and imminent danger exists.

Article 12 – Monitoring of Occupational Health and Safety Performance

The Company may regularly monitor and evaluate the occupational health and safety performance of third parties, taking into account the nature of the work and the associated level of risk.

Where appropriate, the following indicators may be considered:

a) occupational accidents;

b) near misses;

c) identified non-conformities;

d) the completion status of corrective and preventive actions (CAPA);

e) training records;

f) site inspection results;

g) legal non-compliance;

h) recurring violations; and

i) other occupational health and safety performance indicators.

Where considered appropriate, the Company may require a third party to prepare a corrective action plan, monitor its implementation and, where serious non-conformities continue, exercise its contractual rights.

SECTION SIX

Environmental and Social Responsibility

Article 13 – Environmental Obligations

Third parties shall conduct their activities in accordance with the applicable environmental legislation, the Company's environmental and sustainability policies and procedures, and their contractual obligations.

Within this scope, third parties are expected, where appropriate, to exercise due care with respect to:

a) the safe and legally compliant management of waste;

b) the protection and efficient use of water resources;

c) the control of air emissions and dust generation;

d) the safe management of hazardous substances and chemicals;

e) the protection of wildlife, biodiversity and ecosystems;

f) the efficient use of energy and natural resources;

g) the fulfilment of rehabilitation and environmental restoration obligations; and

h) preparedness for environmental incidents and emergencies.

Any incident that may adversely affect the environment or has the potential to cause environmental harm shall be reported to the Company without delay, and the necessary preventive measures shall be taken.

Where activities present a high environmental risk, the Company may require third parties to provide additional environmental information, records or reports.

Article 14 – Respect for Local Communities and Social Responsibility

Third parties shall conduct their activities with respect for local communities, cultural values, traditions, human rights and legal rights in the areas in which they operate.

Relationships with local communities shall be based on the following principles:

a) integrity;

b) transparency;

c) good faith;

d) non-discrimination;

e) respect;

f) responsible communication; and

g) consideration of social impacts.

No third party shall:

- make unauthorised commitments on behalf of the Company;
- promise financial or in-kind assistance;
- make public statements capable of influencing public opinion on behalf of the Company; or
- engage in activities that may improperly influence local communities.

Social impacts arising from the activities of third parties shall, where appropriate, be assessed, and significant risks shall be reported to the Company without delay.

SECTION SEVEN

Human Rights and Labour Standards

Article 15 – Respect for Human Rights

The Company expects third parties to provide working environments that respect internationally recognised human rights and to conduct their activities in accordance with those principles.

Accordingly, third parties shall not permit:

a) forced or compulsory labour;

b) child labour;

c) human trafficking;

d) discrimination;

e) harassment, violence or abuse;

f) the unlawful restriction of freedom of association or trade union rights; or

g) working practices that are inconsistent with human dignity.

Third parties are expected to establish reasonable control mechanisms to prevent human rights violations and to report any identified violations to the Company without delay.

Article 16 – Working Conditions

Third parties shall provide their employees with working conditions that comply with applicable labour legislation and internationally recognised labour standards.

Accordingly, the following principles shall apply:

a) the timely payment of wages and other financial entitlements;

b) compliance with statutory working hours and rest periods;

c) protection of leave entitlements;

d) the provision of a safe and healthy working environment;

e) non-discrimination; and

f) the promotion of equal opportunities.

Where activities present a high level of risk, the Company may require additional information or documentation demonstrating compliance with these obligations.

SECTION EIGHT

Ethics and Compliance Obligations

Article 17 – Ethical Conduct

Third parties shall conduct all activities carried out on behalf of, or in connection with, the Company in accordance with the principles of integrity, impartiality, transparency, accountability and ethical business conduct.

Third parties shall comply with:

a) the Company's **Code of Ethics and Business Conduct Policy**;

b) the Company's other relevant policies and procedures; and

c) the applicable legislation.

Conduct that is inconsistent with the Company's ethical principles and values may constitute a breach of contractual obligations.

Article 18 – Anti-Bribery and Anti-Corruption

In carrying out activities on behalf of, or in connection with, the Company, third parties shall not engage in:

a) bribery;

b) facilitation payments;

c) secret commissions;

d) inappropriate gifts or hospitality;

e) improper payments;

f) the provision of improper benefits; or

g) trading in influence.

Third parties are expected to comply with the Company's **Anti-Bribery and Anti-Corruption Policy**.

Such violations may constitute a material breach of contract, and appropriate measures, including termination of the contract, may be taken.

Article 19 – Conflicts of Interest

Third parties shall promptly notify the Company in writing of any actual, potential or perceived conflict of interest arising in connection with their activities with the Company.

Third parties shall be responsible for:

a) preventing conflicts of interest;

b) disclosing circumstances that may influence decision-making processes; and

c) withdrawing from the relevant processes where considered necessary.

Failure to disclose or concealment of a conflict of interest may constitute a breach of contractual obligations.

SECTION NINE

Monitoring and Audit

Article 20 – Performance Monitoring

The Company may regularly monitor and evaluate the performance of third parties in accordance with a risk-based approach.

Where appropriate, the assessment may take into consideration the following matters:

a) quality performance;

b) delivery performance;

c) occupational health and safety performance;

d) environmental and social performance;

e) ethics and compliance performance;

f) compliance with contractual obligations;

g) the effectiveness of corrective and preventive actions (CAPA); and

h) the level of cooperation and communication.

Performance results may be taken into consideration in determining whether to continue or renew the contract, update the third party's risk classification or establish future business relationships.

Article 21 – Audit Rights

Within the scope of the relevant contractual provisions, the Company may, to the extent reasonably necessary, conduct audits, inspections or independent verification activities to confirm a third party's compliance with its obligations under this Policy.

Audits shall be planned taking into consideration:

a) the level of risk;

b) the nature of the activities;

c) confidentiality obligations; and

d) business continuity requirements.

Third parties shall provide reasonable cooperation during audit activities and shall make available the information and documentation requested.

Article 22 – Corrective Actions

Where non-compliance is identified through audits, monitoring activities or other assessment processes, the Company may require the relevant third party to prepare and implement a corrective and preventive action plan within the specified period.

The Company may:

a) monitor the implementation of the action plan;

b) request additional information and documentation;

c) carry out on-site verification; and

d) reassess the applicable risk level where considered appropriate.

The effectiveness of corrective and preventive actions shall be monitored where appropriate.

SECTION TEN

Non-Compliance and Contractual Sanctions

Article 23 – Reporting of Non-Compliance

Third parties shall promptly notify the Company whenever they become aware of, or have reasonable grounds to suspect, any violation of this Policy, contractual provisions, applicable legislation or the Company's policies and procedures.

Company employees shall also report serious ethical or compliance violations relating to third parties in accordance with the **CG-205 Whistleblowing Policy**.

Article 24 – Corrective and Preventive Actions

Where non-compliance is identified, the Company may require the third party, taking into account the nature of the breach and the level of risk, to:

a) conduct a root cause analysis;

b) prepare a corrective and preventive action plan;

c) implement the required improvements within the specified period; and

d) establish control mechanisms to prevent recurrence.

The Company may verify the implementation of such actions through on-site inspections or documentary review and shall evaluate the results.

Article 25 – Contractual Sanctions

Where a third party breaches its obligations under this Policy, the relevant contract or applicable legislation, one or more of the following measures may be applied, taking into account the nature and seriousness of the breach, the risk of recurrence and any corrective measures taken:

a) issuance of a written warning;

b) the imposition of additional training or compliance obligations;

c) preparation and implementation of a corrective and preventive action plan;

d) temporary suspension of payments or work deliveries;

e) suspension of the award of new work;

f) partial or full termination of the contract;

g) seeking compensation or exercising other contractual rights; and

h) where necessary, notifying the competent public authorities and initiating legal proceedings.

Sanctions shall be applied in accordance with the principle of proportionality and having regard to the seriousness of the breach. Where practicable, the Company may allow the third party a reasonable period to remedy the non-compliance. However, the Company reserves the right to terminate the contract immediately in cases involving serious ethical violations, bribery, corruption, human rights violations, serious occupational health and safety breaches or conduct causing significant environmental harm.

SECTION ELEVEN

Ongoing Monitoring and Reassessment

Article 26 – Periodic Assessment

The Company shall periodically reassess third parties classified as critical or high risk, taking into account the nature of the business relationship, the level of risk and the duration of the contract.

Where appropriate, the reassessment shall include a review of the following matters:

a) the third party's financial condition and financial sustainability;

b) its technical capability, workforce and operational capacity;

c) its ethics and compliance performance;

d) bribery, corruption, fraud and conflict of interest risks;

e) occupational health and safety performance;

f) environmental and social performance;

g) compliance with human rights and labour standards;

h) information security and personal data protection practices;

i) compliance with contractual obligations;

j) the results of previous audits, reviews and performance evaluations;

k) the implementation status of corrective and preventive actions;

l) whistleblowing reports, complaints, legal disputes and regulatory actions; and

m) new or changing risks arising during the course of the business relationship.

The results of the reassessment shall be appropriately documented and taken into account when updating the third party's risk classification, contractual obligations, monitoring frequency or decisions regarding the continuation of the business relationship.

Where a serious non-compliance issue or a high level of risk is identified, additional reviews, audits or due diligence may be conducted without waiting for the next scheduled assessment.

Article 27 – Updating the Risk Profile

The risk profile of each third party shall be kept up to date not only at the commencement of the business relationship but also throughout its duration, taking into account any material changes that arise.

The third party's risk profile shall be reassessed upon the occurrence of any of the following circumstances:

a) a significant change in its ownership structure, share capital or **Beneficial Owners**;

b) a change in its management, representation or control structure;

c) a significant change in its business activities or in the products or services provided;

d) the commencement of operations in a new country, region or high-risk market;

e) an increase in the level of interaction with public authorities or public officials;

f) a significant change in the scope, value, duration or operational importance of the contract;

g) the engagement of a significant subcontractor;

h) the emergence of serious ethical, legal, financial, environmental, social or occupational health and safety allegations concerning the third party;

i) the identification of sanctions listings, regulatory actions, litigation, investigations or adverse media reports;

j) the occurrence of a significant compliance breach, occupational accident, environmental incident or information security incident; or

k) doubts regarding the accuracy or continued validity of information or documentation provided during previous due diligence activities.

Where considered necessary following reassessment, additional due diligence may be conducted, and further contractual safeguards, approvals, monitoring measures, training requirements, audit activities or corrective action obligations may be imposed.

The updated risk profile and all decisions taken in connection therewith shall be appropriately documented.

SECTION TWELVE

Training and Communication

Article 28 – Awareness and Compliance Commitment

The Company shall ensure that third parties are appropriately informed of this Policy and of other Company policies, procedures and contractual obligations relevant to them.

Awareness activities shall be carried out having regard to the third party's area of activity, scope of services, level of risk and the nature of its relationship with the Company.

Where appropriate, third parties may be provided with:

a) a copy of this Policy or the relevant sections thereof;

b) the **Supplier Code of Conduct** or compliance guidance materials;

c) explanations of contractual ethics and compliance provisions;

d) information regarding reporting channels; and

e) updates relating to compliance obligations.

In particular, the Company may require critical or high-risk third parties to provide a written compliance undertaking confirming that they shall:

a) comply with the provisions of this Policy;

b) ensure that their employees and subcontractors also comply with the relevant obligations; and

c) promptly report any significant non-compliance.

Awareness activities and compliance undertaking processes shall be appropriately documented.

Article 29 – Training and Awareness

The Company may provide training and awareness activities to third parties, or to their personnel involved in the Company's activities, or may require appropriate training to be conducted, taking into account the nature of the business relationship and the third party's level of risk.

Where appropriate, training programmes may cover the following subjects:

a) ethical conduct and business ethics;

b) anti-bribery and anti-corruption;

c) the identification and disclosure of conflicts of interest;

d) occupational health and safety;

e) environmental and social responsibility;

f) human rights and labour standards;

g) information security, cybersecurity and the protection of personal data;

h) whistleblowing channels and the prohibition of retaliation;

i) contractual compliance obligations; and

j) subcontractor management.

Training programmes may be designed on a role-based and practical basis, taking into account the third party's duties, responsibilities and risk profile.

For critical or high-risk third parties, the Company may record and monitor participation in training programmes, completion status and, where appropriate, training effectiveness.

Failure to fulfil training obligations may be taken into account in risk assessments and decisions concerning the continuation of the business relationship.

SECTION THIRTEEN

Duties and Responsibilities

Article 30 – Responsibilities of the Board of Directors

The Board of Directors shall have ultimate responsibility for:

a) approving and bringing this Policy into force;

b) overseeing the effectiveness of the third-party management system;

c) monitoring significant risks relating to critical and high-risk third parties;

d) overseeing the operation of the third-party compliance system with adequate authority, resources and organisational support;

e) being informed of significant non-compliance, systemic risks and improvement recommendations; and

f) commissioning independent reviews, audits or assessments where considered necessary.

The Board of Directors shall ensure that commercial objectives do not take precedence over ethical, legal, environmental, social or occupational health and safety obligations in the selection of third parties.

The Board of Directors may delegate certain responsibilities under this Policy to the relevant Board committees; however, ultimate responsibility for the effective oversight of this Policy shall remain with the Board of Directors.

Article 31 – Responsibilities of the Chief Executive Officer

The Chief Executive Officer shall be responsible for:

a) ensuring the effective implementation of this Policy throughout the Company's operations;

b) ensuring that processes are established for third-party selection, due diligence, approvals, contract management, monitoring and reassessment;

c) ensuring that duties, authorities and responsibilities are clearly allocated among the relevant organisational functions;

d) ensuring the provision of adequate human resources, budget, technological infrastructure and specialist support;

e) ensuring coordination among the relevant organisational functions;

f) ensuring that significant third-party risks and non-compliance issues are reported to the appropriate level of management and, where necessary, to the Board of Directors; and

g) promoting the integration of ethics, compliance, safety and sustainability principles into the Company's relationships with third parties.

The Chief Executive Officer shall ensure that commercial or operational pressures do not undermine the effectiveness of due diligence, approval or audit processes.

Article 32 – Responsibilities of the Procurement Function, Contract Management and Relevant Functions

The **Procurement Function**, contract managers, the **Legal and Compliance Function**, **Human Resources Function**, **Occupational Health and Safety Function**, **Environmental Function**, **Information Technology Function** and the relevant operational functions shall be responsible for the effective operation of third-party management processes within the scope of their respective responsibilities.

Accordingly, the relevant functions shall, where appropriate:

a) conduct third-party selection and preliminary assessment processes;

b) contribute to risk classification and due diligence activities;

c) ensure that the necessary internal approvals are obtained;

d) ensure that appropriate contractual ethics and compliance provisions are incorporated into contracts;

e) monitor third-party performance and compliance with contractual obligations;

f) participate in audits, site inspections and document reviews;

g) promptly report identified non-compliance to the relevant organisational functions;

h) monitor the implementation of corrective and preventive actions;

i) ensure that records relating to third parties are accurate, up to date and readily accessible; and

j) refrain from participating in decision-making processes where a conflict of interest exists.

No organisational function or employee shall engage a third party in practice or commit the Company to any obligation before the required due diligence, approval and contractual processes have been completed.

Article 33 – Responsibilities of Third Parties

Third parties shall comply with:

a) the provisions of this Policy;

b) the contracts entered into with the Company;

c) the Company policies, procedures and site rules communicated to them; and

d) applicable national legislation and applicable international legal requirements.

Within this scope, third parties shall:

a) provide requested information and documentation accurately, completely and in a timely manner;

b) provide reasonable cooperation during due diligence, audit and monitoring activities;

c) promptly notify the Company of significant changes relating to themselves, their directors, employees or subcontractors;

d) disclose actual, potential or perceived conflicts of interest;

e) report serious ethical, legal, environmental, social, occupational health and safety or information security breaches;

f) ensure that their subcontractors comply with the relevant obligations; and

g) implement the required corrective and preventive actions within the specified period.

Providing false, misleading or incomplete information, refusing to cooperate or concealing a significant change may constitute a material breach of contract.

SECTION FOURTEEN

Monitoring of the System and Continual Improvement

Article 34 – Monitoring the Effectiveness of the System and Continual Improvement

The Company shall regularly monitor, evaluate and continually improve the effectiveness and adequacy of the third-party management system and its ability to respond to changing risks.

Where appropriate, the following performance indicators may be evaluated:

a) the number and proportion of third parties for which preliminary assessments have been completed;

b) the number and scope of due diligence reviews conducted;

c) the distribution of low, medium, high and critical-risk third parties;

d) business relationships commenced before completion of the required review and approval processes;

e) findings arising from audits, reviews and site inspections;

f) the timely completion and effectiveness of corrective and preventive actions (CAPA);

g) the number, nature and recurrence rate of contractual and policy breaches;

h) occupational accidents, near misses and safety non-conformities relating to third parties;

i) environmental incidents and regulatory non-compliance;

j) findings relating to human rights and labour standards;

k) whistleblowing reports and allegations of retaliation relating to third parties;

l) cases involving bribery, corruption, fraud or conflicts of interest;

m) participation rates in training and awareness activities;

n) third parties whose contracts have been suspended or terminated; and

o) findings from internal audit and independent assurance activities regarding the effectiveness of the system.

Monitoring results shall be used to improve risk classification methodologies, due diligence processes, contractual provisions, training programmes, audit plans and other control mechanisms.

Significant risk trends, recurring non-compliance and systemic control weaknesses shall be reported to the appropriate level of management, the relevant committees and, where necessary, the Board of Directors.

Monitoring activities shall be conducted in accordance with the principles of personal data protection, confidentiality of trade secrets and proportionality.

SECTION FIFTEEN

Review of the Policy

Article 35 – Review of the Policy

This Policy shall be reviewed at least annually by the **Corporate Governance Committee**, having obtained the views of the **Early Detection of Risk and Risk Management Committee**, in order to ensure that it remains current, adequate and effective.

Where appropriate, the following matters shall be taken into consideration during the review process:

a) changes in national and international legislation;

b) changes in the Company's operations, organisational structure or supply chain;

c) changes in third-party risk profiles;

d) the results of due diligence, performance monitoring and audit activities;

e) significant non-compliance issues and their root causes;

f) whistleblowing reports and feedback from employees or stakeholders;

g) findings arising from internal audit, external audit and other assurance activities;

h) developments in international standards and recognised good practices; and

i) challenges encountered in the implementation of this Policy and areas requiring improvement.

Where amendments are considered necessary, the **Corporate Governance Committee** shall submit the proposed changes to the Board of Directors for approval.

Where significant amendments are made to this Policy, the Company shall ensure that relevant employees and, where appropriate, relevant third parties are informed accordingly.

SECTION SIXTEEN

Entry into Force and Administration

Article 36 – Entry into Force

This Policy shall enter into force on the date of its approval by the Board of Directors.

Upon the entry into force of this Policy, the relevant organisational functions shall undertake the necessary transition and implementation activities to assess, on a risk-based basis, the compliance of existing third-party relationships with the provisions of this Policy.

Article 37 – Administration

The Board of Directors shall be responsible for overseeing the implementation of this Policy.

The Chief Executive Officer shall ensure:

a) the effective integration of this Policy into the Company's day-to-day operations and third-party management processes;

b) the establishment of the necessary organisational structure, processes, resources and control mechanisms;

c) coordination among the relevant organisational functions; and

d) that significant risks and non-compliance issues are reported to the appropriate levels of management.

The **Procurement Function**, **Legal and Compliance Function**, contract managers, the relevant operational functions and other support functions shall implement and oversee this Policy within the scope of their respective duties and authorities.

All employees and managers shall perform their responsibilities relating to third parties in accordance with the provisions of this Policy, cooperate with the required control activities and report any serious non-compliance they identify.

Detailed procedures and principles governing the implementation of this Policy may, where considered necessary, be established through procedures, guidance documents, checklists, the **Supplier Code of Conduct** and contractual standards approved by the Board of Directors or the management body authorised by the Board.

ANNEXES

Annex 1: Third-Party Risk Classification Matrix

Annex 2: Due Diligence Checklist

Annex 3: Third-Party Ethics and Compliance Undertaking

Annex 4: Supplier Performance Evaluation Form

Annex 5: Site Audit Checklist

Annex 6: Corrective Action Tracking Form

Annex 7: High-Risk Third-Party Approval Form