



**SAKARYA GAS FIELD DEVELOPMENT PROJECT - ESIA**

**CONTRACT NO: SC26-PRJ-PU-CNT-00179**

*Human Rights Impact Assessment*

**COMPANY Doc. No. SC26-OTC-PRJ-EN-REP-000038-R01**



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### Information Classification

Code	Description of Information Classification
PUBLIC	Information and data that may be shared without restrictions because it is unlikely to result in any harm if disclosed to outside parties. Permission to actually release information to the public must be obtained separately through External Affairs
INTERNAL	Information and data that may be freely shared with staff in Engineer, Client and Partners, and contracted companies and individuals bounded by confidentiality agreements.
RESTRICTED	Only 5-10% of document content with such information classification can be released by Document Owner (or with his delegation) to identified recipients.
CONFIDENTIAL	Information that is extremely sensitive, of the highest value to the company and individuals and intended for use by named individual(s) only.

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## 1.0 INTRODUCTION

Human rights are a set of principles and standards which seek to promote fundamental freedoms and human dignity. According to the Office of the United Nations High Commissioner for Human Rights (OHCHR), the principal United Nations office for human rights: “Human rights are rights inherent to all human beings, whatever our nationality, place of residence, sex, national or ethnic origin, colour, religion, language, or any other status. We are all equally entitled to our human rights without discrimination. These rights are all interrelated, interdependent and indivisible.

This Human Rights Impacts Assessment (HRIA) study is prepared for Sakarya Gas Field Development Project (Project) to support requirements and Good Industry Practices (GIP) in line with the requirements of Equator Principles IV (dated July 2020).

HRIA is an instrument for examining policies, legislation and programs to identify and measure their effects on human rights. Their fundamental purpose is to help prevent negative effects and to maximize positive effects. As such, HRIAs are an indispensable part of making human rights considerations operational in a range of legal and policy contexts.

The HRIA is a study carried out to identify and to inform management decisions and actions in relation to anticipated human rights related impacts and opportunities from the Project in Turkey. The HRIA is part of Project’s commitment to fulfil its Corporate Responsibility standards, which includes respect for internationally-recognized human rights and implementation of the United Nations (UN) Guiding Principles on Business and Human Rights (2011).

The methodology for the HRIA was developed and refined to ensure that it complements the Environmental and Social Impact Assessment (ESIA) and the Stakeholder Engagement Plan (SEP). The ESIA and SEP cover parallel issues and, in relation to land and defined social rights, are the primary studies for impact assessment.

The HRIA are described in international standards aimed at securing dignity and equality for every human being. The HRIA has considered the potential impacts of the Project which are internationally recognized human rights, including those contained in relevant international standards which the Turkish state has ratified such as the European Convention on Human Rights, the International Bill of Human Rights – meaning the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights and the principles concerning fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work.

The ESIA provides in-depth legislative framework to be adopted by the Project for all types of activities (. This chapter analyses the national and international requirements (specifically IFC’s PSs within the scope of human rights aspect to be followed throughout the Project lifespan.

As part of the ESIA studies, Project human rights impact assessment was held to identify the mitigation methods for the potential impacts on the local communities and Project direct and indirect workers in compliance with Equator Principles IV, specifically the following clause:

“The client is expected to include assessments of potential adverse Human Rights impacts and climate change risks as part of the ESIA or other Assessment, with these included in the Assessment Documentation.”

## 2.0 METHODOLOGY

The Human Rights impacts of the Project may be many, and they vary according to the context, type and scale of the Project. The content shall be tailored to the local conditions and to the nature and characteristics of the Project and shall address potential risk and impacts in at least the following areas:

- Civil and Political Rights
  - Freedom of expression
  - Right to life and security
  - Privacy
- Labour Rights
  - Child labour
  - Collective bargaining and freedom of association
  - Modern slavery (forced labour/human trafficking)
  - Grievance mechanism and remedy
  - Job security/right to work
  - Non-discrimination
  - Occupational health and safety (H&S)
  - Wages (pay equity, standard of living)
  - Working hours
- Social rights
  - Right to education
  - Right to health
  - Right to participate in the cultural life of the community
  - Right to water
  - Social insurance
- Vulnerability
  - Gender and the rights of individuals
  - Children, disabled individuals, and migrants
- The following risk classification is used in the human rights impact assessment for the pre-mitigation conditions and with the implementation of the proposed mitigation measures, the risks of the human rights aspects are reduced.

Definition	Risk Classification
Human rights violation is in place and no mitigation measure can be applicable.	High
Potential risks are in place for workers and external stakeholders but can be mitigated with appropriate control measures.	Medium
The risks are in place for workers and external stakeholders at minimal level in general and can be further mitigated with additional control measures.	Low

### 3.0 LEGAL FRAMEWORK FOR HUMAN RIGHTS

#### National Requirements

The Constitution of the Republic of Turkey is the fundamental legal document guaranteeing respect to human rights as stated in Article 2 of Chapter II of the Constitution:

“The Republic of Turkey is a democratic, secular and social state governed by rule of law, within the notions of public peace, national solidarity and justice, respecting human rights, loyal to the nationalism of Atatürk, and based on the fundamental tenets set forth in the preamble.”

The following national legislation and international conventional will be applicable to the Project:

- Constitution of the Republic of Turkey
- The Law on the Human Rights and Equality Institution of Turkey (TIHEK) (Law No. 6701, 2016)
- Labour Law (Law No. 4857, 2003) and related regulations
- Occupational Health and Safety Law (Law No. 6331, 2012) and related regulations
- Regulation on the Implementation of the Law Concerning Private Security Services

#### International Requirements

The following international standards will be applicable to the Project:

- International Labour Organisation (ILO) conventions ratified by Turkey
- Equator Principles 4 (2020)
- IFC Performance Standards (2012)
- Guidance Note on Implementation of Human Rights Assessments under EPs (2020)
- IFC Good Practice Note on Managing Contractors' E&S Performance (2017)
- IFC Good Practice Handbook on Use of Security Forces: Assessing and Managing Risks and Impacts (2017)
- IFC/European Bank for Reconstruction and Development (EBRD) Worker's Accommodation: Processes and Standards (2009)
- IFC Handbook for Addressing Project-Induced In-Migration (2009)
- IFC Good Practice Note on Addressing Grievances from Project-Affected Communities (2009)
- IFC Introduction to Health Impact Assessment (2009)

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- IFC Stakeholder Engagement Handbook: A Good Practice Handbook for Companies Doing Business in Emerging Markets (2007)
- World Group Bank (WBG) General and Sector Specific Environmental, Health and Safety (EHS) Guidelines (2007)
- Tip Sheet for Company Leadership on Crisis Response: Facing the COVID-19 Pandemic
- Interim Advice for IFC Clients on Preventing and Managing Health Risks of COVID-19 in the Workplace
- Interim Advice for IFC Clients on Supporting Workers in the Context of COVID-19
- Interim Advice for IFC Clients on Developing a COVID-19 Emergency Preparedness and Response Plan (EPRP)
- Addressing Increased Reprisals Risk in the Context of COVID-19
- Interim Advice for IFC and EBRD Clients on Migrant Workers and COVID-19

#### **4.0 HUMAN RIGHTS CONTEXT OF TURKEY**

Human rights in Turkey are protected by various international regulations, conventions treaties in addition to the national legislation. To prevent the human rights impacts, an action plan for human rights for Turkey was prepared by Ministry of Justice in March 2021. This plan aims;

- A stronger system for protection of human rights: The Action Plan seeks to ensure the installation of a strong and accessible human rights protection system that is capable of producing results with a view to ensuring the stability of the rule of law with all of its components
- Strengthening judicial independence and the right to a fair trial: The most basic feature of a fair trial is the reasoning of a decision. It is an indispensable principle for a person to know and understand which decision they are subjected to and for what reason.
- Legal foreseeability and transparency: When an application is submitted with an administration against one of its acts, it has to provide the individuals with a speedy and satisfactory reply; the bureaucratic red tape needs to be shortened and the cost of an act that is unlawful due to reasons originating from the part of the administration should not be placed on the individuals.
- Protection and promotion of the freedoms of expression, association and religion: The Action Plan further resumes the determination to preserve and improve the diversity and pluralism originating from the common history, culture and civilisation of our nation
- Strengthening personal liberty and security: The Action Plan envisages certain activities aimed at ensuring application of detention as an exceptional preventative measure. In this connection, it primarily seeks to strengthen the rights of objection and defence in case of detention.
- Safeguarding the physical and moral integrity and the private life of the individual: Protecting the honour and dignity of individuals as their physical and moral integrity and enabling them to live as respectable citizens in the society, are the most important reasons for the existence of the State.
- A more effective protection of the right to property: The Action Plan addresses the inviolability of the right to property in a tone that also reminds the administration of this fact. Having the support of the political

will for strengthening the right to property, the Plan also proposes solutions to the problems stemming from the practice.

- Protecting vulnerable groups and strengthening social wealth: Another concept that continuously develops within the human rights discipline is the rights of the youth. In addition, it is aimed to protect and strengthen human rights with regard to areas such as healthy and liveable environment, public health, and informatics.
- High-level administrative and social awareness on human rights: By keeping the awareness on human rights at a high level, it is aimed to not only strengthen but also perpetuate the sensitivity at administrative and societal spheres towards rights and freedoms.

According to the Human Rights Foundation of Turkey (2020); in 2020 Turkey experienced following human rights impacts;

- The right to live:
- Torture and ILL Treatment:
- Conditions in Prisons,
- Ethnic Issues,
- Violations of the right to liberty of the person and freedom of expression
- Freedom of association and repression of human rights organizations and defenders,
- Freedom of peaceful assembly and protest,
- The right to political participation,
- Violence Against Women,
- The rights of refugees, immigrants, and
- Economic and Social Rights.

## 5.0 PROJECT HUMAN RIGHTS ASSESSMENT

Human rights impacts are influenced largely by the local human rights context and the nature of a project’s specific activities. To be consistent with the UN Guiding Principles, the full range of human rights impacts needs to be considered, including those caused or contributed to by the project, cumulative impacts, and those directly linked to the project, e.g. through business relationships. An adverse human rights impact occurs when an action removes or reduces the ability of an individual to enjoy her or his human rights. The human rights due diligence process, as articulated by the UN Guiding Principles on Business and Human Rights (2011), focuses companies on identifying and addressing adverse impacts; this is therefore the main focus of this Report. It is important to note that, potential issue areas typically considered in ESIA are similar to those that are key to human rights including but not limited to resettlement, community health and livelihoods topics.

This study has been conducted to determine the levels of human rights risks and potential mitigation measures that are pertinent for the Project. In order to assess the Project-specific human rights context and determine the level of risk for each human rights.

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**Table 1 Human Rights Impact Assessment**

Topic	Project Context	Stakeholders	Pre-mitigation	Mitigation Measures	Risk Categorization
<b>Human Resource</b>					
Working conditions and working hours	The Turkish Labour Law sets rules for starting and ending of an employment relationship. Employment starts with an employment contract. The employment contract is not subject to any special form unless the contrary is stipulated by the Law. Workers are free to terminate their working contracts following the advance notice periods, and without an advance notice in situations of just cause identified by Labour Law Article 24. Wages may be paid in cash on a monthly basis, or more, but no less frequently. According to Labour Law Article 41, overtime work requires the employee's consent.	Project workers	Medium	<ul style="list-style-type: none"> <li>The Project has implemented human resource policies and procedures in compliance with the IFC PS-2 on Labour and Working Conditions. Such policies are expected to provide more predictable employment opportunities for direct and indirect employees. A Human Resources and Human Rights Policy and Human Rights Management Plan have been established and implemented. The copies of relevant human resources policy and any collective agreements are readily available to workers.</li> <li>Formal, and transparent recruitment process is implemented to provide equal opportunity to the applicants.</li> <li>The employees are provided with a written contract. The contracts as a minimum includes information on terms and conditions of employment, including the period of employment, wages, hours of work, overtime arrangements, procedures for termination of</li> </ul>	Low

	<p>A maximum of 6,500 people will work during the construction of the Project.</p> <p>It is planned to employ 120 people for Phase 1 operation. No personnel will work in the offshore section during the operation phase.</p> <p>As of September 2022, 6,361 people are employed under TP-OTC, main contractors and sub-contractors within the scope of the Project. National requirements, ILO Conventions ratified by Turkey and IFC PS2 will be applied both direct and contractor workers.</p>			<p>the contract and any benefits. The contract is in the native language of the employee and it is clear and understandable to the employee. A copy of contract is given to the employee.</p> <ul style="list-style-type: none"> <li>■ The Project has enhanced local employment and preferential employment has been given to qualified local people. Hiring preference criteria will prioritise settlements directly affected by the current activities of the Project.</li> <li>■ The Worker Grievance mechanism has been established and implemented.</li> <li>■ Priority is given to goods and services from local businesses, as relevant.</li> <li>■ Equal tender process is applied.</li> <li>■ Equal procurement opportunities are provided to local small businesses.</li> <li>■ Before the procurement, local suppliers are identified, if any are available.</li> <li>■ Capacity development is applied including the OHS and HR.</li> <li>■ Necessary measures are ensured for the safety and health protection of workers,</li> </ul>	
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				<p>including prevention of occupational risks and provision of information and training, as well as provision of the necessary organization and means and ensure that these measures are adjusted taking account of changing circumstances and aim to improve existing situations.</p> <ul style="list-style-type: none"> <li>Project specific Camp Site Management Plan and Offsite Accommodation Plan are prepared and implemented within the scope of the Project in line with the IFC/EBRD's Guidance Note on Worker's Accommodation, 2009.</li> </ul>	
Wages	The Labour Law (Law No. 4857, 2003) includes provisions on wages, their remuneration and payment conditions and stipulates that with the object of regulating the economic and social conditions of all employees working under an employment contract, either covered or uncovered by the Law, the minimum limits of wages shall be determined every two years at the latest by the related Ministry.	Project workers	Medium	<ul style="list-style-type: none"> <li>Payroll records of the direct and indirect workers are controlled by TP-OTC strictly.</li> <li>The contracts of the workers include the information regarding to salary and annual increase.</li> <li>All workers are paid equal for equal jobs.</li> </ul>	Low

<p>Non-discrimination</p>	<p>Labour Law: Article 5 of the Labour Law of Turkey regulates the ban of discrimination in employment. According to that article 'no discrimination based on language, race, sex, political opinion, philosophical belief, religion and sex or similar reasons is permissible in the employment relationship. The same article also serves as a base for the principle of equal pay for equal value of work by stating that 'differential remuneration for similar jobs or for work of equal value is not permissible'</p>	<p>Project workers</p>	<p>Medium</p>	<ul style="list-style-type: none"> <li>■ Human Rights Policy and Human Rights Management Plan have been prepared and implemented.</li> <li>■ Workers code of conduct is prepared and implemented indicating the non-discrimination.</li> <li>■ Equality of treatment and prohibition harassment in the workplace, commitment on continual improvement, consultation and participation of workers is promoted.</li> <li>■ Employment decisions, such as recruitment, dismissal, promotion, are transparent and are not made (directly or indirectly) on the basis of personal characteristics such as sex, race, nationality, etc., but rather on the ability to do the job.</li> </ul>	<p>Low</p>
<p>Right to form and join trade unions and the right to strike</p>	<p>Unions and Collective Agreements Law No. 6356 (dated on 07.11.2012, Official Gazette No. 28460) ensures the rights of the workers to join the union and right to strike.</p> <p>It is a common phenomenon that considering the limited construction</p>	<p>Project workers</p>	<p>High</p>	<ul style="list-style-type: none"> <li>■ In case of the absence of the unions, workers representatives are elected and periodical meetings are held with the worker's representatives.</li> <li>■ TP-OTC shall consult workers or representatives authorized by trade unions in enterprises with more than two workers' representatives or workers' representatives</li> </ul>	<p>Medium</p>

	period, unionization activities in the construction sector is not active.			themselves in the absence of trade union representative to ensure the consultation and participation of workers.	
Right not to be subjected to slavery, servitude or forced labour	<p>Turkish Constitution: Article 18 of the Constitution states that 'no one can be forced to work.</p> <p>Slavery is prohibited'. Employers are not allowed to take deposits of money from workers and retain ID Cards.</p> <p>However, in construction projects carried out in Turkey, it can often be seen that overtime exceeds local standards due to the signing of a fixed-term work contract and the high turnover of employees due to the nature of the projects.</p> <p>In addition, work on the national day and public holidays can be required.</p>	Project workers	Medium	<ul style="list-style-type: none"> <li>Shift schedule of the direct and indirect workers is strictly monitored and the annual overtime working hours does not extend beyond 275 hours.</li> <li>In compliance with the article 44 of the Labour Law employee's consent is taken into consideration during the arrangements of the work on national day and public holidays.; The issue of whether or not work will be done on the national day and public holidays is decided by the collective agreement or by employment contracts. The employee's consent is required if there is no provision in the collective agreement or in employment contracts.</li> <li>There is no forced labour and employees are free to terminate their employment in accordance with national law.</li> </ul>	Low
Right to abstain from work	According to Occupational Health and Safety Law No. 6331, workers have the right to leave their	Project workers	Medium	<ul style="list-style-type: none"> <li>In the event of serious, imminent and unavoidable danger; workers are instructed to leave their workstation or dangerous area</li> </ul>	Low

	workstation in the event of serious, imminent and unavoidable danger.			and proceed to a place safety. Workers may not be placed at any disadvantage because of their action.	
Right of protection for the child	Labour Law No. 4857, Article 71 states that employment of children who have not reached the age of fifteen is prohibited. However, children who have reached the age of fourteen and have completed their primary education may be employed in light labour that will not hinder their physical, mental or moral development. For those who continue their education, they may only work jobs that will not prevent their school attendance	Project workers	Medium	<ul style="list-style-type: none"> <li>The minimum working age is 18 for all direct and indirect workers.</li> <li>Subcontractor monitoring system is implemented by TP-OTC to ensure that all subcontractors comply with work age limits.</li> </ul>	Low
Right to social security, including social insurance	Social Insurance and General Health Insurance Act No. 5510 of 31 May 2006 determines the rights of beneficiaries and provides for general rules for the functioning of the insurance system and funding conditions. Also contains provisions on employers and workplaces,	Project workers	High	<ul style="list-style-type: none"> <li>Social insurance payments of all direct and indirect workers are strictly controlled by TP-OTC</li> <li>If required awareness meetings will be held with the Project workers.</li> </ul>	Medium

	<p>short-term and long-term insurances.</p> <p>All direct and indirect workers will have right for social insurance and general health insurance, however for the construction sector it is a common implementation to pay insurance on the minimum wage regardless to the salary which will create decrease on the pension payment.</p>				
Migrant workers	<p>During the social field surveys it has been observed that, expats are employed for the positions requiring specialization, officially.</p>	Project workers	Medium	<ul style="list-style-type: none"> <li>Considering OHS, working conditions and personnel rights, migrant workers are not allowed to work unregistered in the field. Compliance is monitored regularly.</li> </ul>	Low
Women employment	<p>Turkey has no legislative developments in relation to part-time work for working parents in the public sector. The employment rate for women was 34.7% in 2022.</p> <p>In the construction sector, it is observed that female employees are generally employed as OHS or service personnel.</p>	Project workers	High	<ul style="list-style-type: none"> <li>Equal wage policy for equal work for women employees is implemented,</li> <li>Positive discrimination is applied to female candidates during the recruitment process.</li> <li>The safety and needs of female staff staying in the camp are met at a high level.</li> </ul>	Medium

<p>Grievance Mechanism</p>	<p>The fundamental legal base rights on the freedom and rights of the citizens with respect to communication, expression and dissemination of thought, and information request are guaranteed by the Constitution of the Republic of Turkey.</p> <p>The Article of the Constitution on the Right of Petition, Right to Information and Appeal to Ombudsperson specifies that the citizens and foreigners resident in Turkey, on the condition of observing the principle of reciprocity, have the right to apply in writing to the competent authorities and to the Grand National Assembly of Turkey with regard to the requests and complaints concerning themselves or the public.</p> <p>The Presidency's Communication Centre (CIMER) has been providing a centralised complaint system for Turkish citizens, legal persons and foreigners. CIMER will be available to Project stakeholders as an</p>	<p>Local communities Project workers</p>	<p>Medium</p>	<ul style="list-style-type: none"> <li>■ Project-specific Human Resource Policy and the Human Rights policy and Human Rights Management Plan are implemented,</li> <li>■ All direct and indirect workers are informed on the Project specific documents and the procedures including the grievance mechanism,</li> <li>■ An internal audit is performed to monitor the performance of the subcontractors and the supply chain against the human rights aspects,</li> </ul>	<p>Low</p>
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	<p>alternative and well-known channel for conveying their Project-related grievances and feedback directly to the state authorities.</p> <p>In addition Project specific grievance mechanism both for the Project workers and the stakeholders was prepared and is implemented to raise the grievances and the feedbacks of the stakeholders.</p>				
<b>Socioeconomic and Cultural Context</b>					
Freedom of thought and opinion	<p>According to Article 25 of Constitution of Republic of Turkey. Everyone has the right to freedom of thought and opinion. No one shall be compelled to reveal his thoughts and opinions for any reason or purpose, nor shall anyone be blamed or accused on account of his thoughts and opinions.</p>	<ul style="list-style-type: none"> <li>■ Local communities</li> <li>■ Project workers</li> </ul>	Medium	<ul style="list-style-type: none"> <li>■ The Stakeholder Engagement Plan and the Grievance mechanism are established to provide stakeholders to express their thoughts and the opinions on the Project.</li> </ul>	Low
Right to information	<p>Law on the Right to Information No. 4982 (Issued on 24.10.2003, Official Gazette No. 25269) regulates the</p>	<ul style="list-style-type: none"> <li>■ Local communities</li> </ul>	High	<ul style="list-style-type: none"> <li>■ The Stakeholder Engagement Plan is implemented in all phases of the Project.</li> </ul>	Low

	<p>procedure and the basis of the right to information according to the principles of equality, impartiality and openness that are the necessities of a democratic and transparent government. Everyone has the right to information on the activities of public institutions and professional organisations, which qualify as public institutions.</p> <p>In accordance with Turkish Republic Ministry of Environment, Urbanisation and Climate Change, Environmental Impact Assessment Regulation (Official Gazette Nov. 25, 2014; No: 29186), relevant requirements in relation with EIA Process have been disclosed to the public.</p>	<ul style="list-style-type: none"> <li>Project workers</li> </ul>	High	<ul style="list-style-type: none"> <li>ESIA disclosure activities were performed in order to inform all stakeholder of the Project impacts.</li> <li>Disclosure activities are carried out according to the Project SEP.</li> <li>Non-Technical Summary, Project booklets and posters, Grievance Forms are available to Project workers and local communities.</li> <li>During the construction and operation period of the Project, all stakeholders are/will be informed about the status of the Project with various tools including the face to face meetings, Project website, media.</li> </ul>	
<p>Right to an adequate standard of living and housing</p>	<p>According to the desktop research and field studies and background Project information there will be need economic displacement for the associated facilities.</p> <p>In Turkey, the acquisition and the expropriation process are held in</p>	<ul style="list-style-type: none"> <li>Local communities</li> <li>Project workers</li> </ul>	High	<ul style="list-style-type: none"> <li>Livelihood Restoration Plan was prepared and implemented for the fisheries and land based livelihoods.</li> <li>Stakeholder Engagement Plan is implemented.</li> </ul>	Low

	compliance with the Turkish Expropriation Law which does not include the rights of the unofficial land users, vulnerable people and the livelihood restoration.			<ul style="list-style-type: none"> <li>Grievance mechanism is prepared and implemented.</li> </ul>	
Right to health, food, water and sanitation	Potential risks to local residents identified in the ESIA include traffic increase in construction, communicable diseases, construction related environmental impacts, increase resources, security aspects, etc.	<ul style="list-style-type: none"> <li>Local communities</li> <li>Project workers</li> </ul>	High	<ul style="list-style-type: none"> <li>Traffic Management Plan was prepared and implemented.</li> <li>Community Health and Safety Plan was prepared and implemented.</li> </ul>	Low
Right to take part in cultural life	The main impact identified in the ESIA is population influx during the construction phase which may create social unrest and gender based violence.	<ul style="list-style-type: none"> <li>Local communities</li> <li>Project workers</li> </ul>	High	<ul style="list-style-type: none"> <li>Influx Management Plan was prepared and implemented.</li> </ul>	Medium
Rights of minorities	It has been observed that there are no ethnic minorities in the social area.	<ul style="list-style-type: none"> <li>Local communities</li> <li>Project workers</li> </ul>	Medium	<ul style="list-style-type: none"> <li>Cultural awareness training will be provided to the workers</li> </ul>	Low

Environmental issues	<p>The fundamental law in Turkish Environmental Legislation is the Environmental Law No. 2872 (Issued on 11.08.1983, Official Gazette No.18132, amended by Law No. 5491). According to Environmental Law, citizens, as well as the State, bear responsibility for the protection of the environment based on the “polluter pays” and “user pays” principles.</p> <p>According to the Article 56 of Constitution of Republic of Turkey Everyone has the right to live in a healthy, balanced environment.</p> <p>It is the duty of the state and citizens to improve the natural environment and to prevent environmental pollution.</p>	<ul style="list-style-type: none"> <li>■ Local communities</li> <li>■ Project workers</li> </ul>	High	<ul style="list-style-type: none"> <li>■ Pollution Prevention Plan which includes suitable and sufficient environmental management plans for the waste, wastewater, noise and air quality was established and implemented.</li> <li>■ Engagement with the Provincial Directorate of Environment, Urbanisation and Climate Change had started during the national EIA stage and monitoring of air and noise is carried out in accordance with local regulations and international requirements identified during the ESIA studies.</li> <li>■ Safety awareness campaigns were held traffic safety, construction area risks etc. which have the potential impacts on community members.</li> </ul>	Low
Security management procedures	<p>During the construction phase of the Project, armed and/or unarmed security are present on the site and especially during the access to sea and bridge usage may create social</p>	<ul style="list-style-type: none"> <li>■ Local communities</li> <li>■ Project workers</li> </ul>	Medium	<ul style="list-style-type: none"> <li>■ Before the construction, local communities were informed about the risks of the entering the construction sites.</li> </ul>	Low

	<p>tension between the security personnel and the local communities.</p>			<ul style="list-style-type: none"> <li>■ Security personnel patrols the site area to prevent any unauthorized access onto the site.</li> <li>■ Access to site is controlled through security control points.</li> <li>■ Security Management Plan is implemented, outlining expectations around security.</li> <li>■ Conflict Management Training is provided to armed security personnel.</li> <li>■ The grievance mechanism for the Project is prepared to capture all grievances raised in relation to security and safety issues. Any grievances would be addressed promptly, and actions would be taken.</li> </ul>	
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## 6.0 HUMAN RIGHTS MANAGEMENT

The Project is managing human rights issues through Project specific plans, policy and procedures, in which the mitigation measures identified in Section 5.0, are addressed:

- Human Rights Management Plan (Unifier Code ESIA -00162, Doc No: SC26-OTC-PRJ-PM-PLN-000010);
- Human Resources Directive (APPENDIX A);
- Code of Conduct (APPENDIX B);
- Letter of Commitment and Consent for Confidentiality (APPENDIX C);
- HR Policy (APPENDIX D).

Above documentation have been shared with Project stakeholders. All subcontractors will be informed about the human rights approach of the Project. TP-OTC is committed to keep its Code of Conduct and Human Resource Policy in the visible locations of the Project site.

## 7.0 KEY PERFORMANCE INDICATORS AND MONITORING

The stage of monitoring and evaluation involves subjecting the HRIA itself to assessment, to determine the extent to which it has met its objectives and is acceptable to stakeholders. This step will also involve an examination of the extent to which the duty-bearers have incorporated the recommendations of the HRIAs during implementation of the policy intervention and it enables information-gathering about the actual impacts of the policy intervention.

**Table 2: Key Performance Indicators**

ID	Key Indicator	Performance	Responsibility	Frequency	Target
HRMP - 01	Workers' training on policies and procedures concerning aspects of Human Rights completed vs planned -		TP-OTC/ Contractor/ Subcontractor	Monthly	100% of workers trained on Human Rights
HRMP - 02	Percentage of incidents of discrimination		TP-OTC/ Contractor/ Subcontractor	Monthly	Zero per year
HRMP - 03	Percentage of child labour identified during periodic audits of contractors and subcontractors		TP-OTC/ Contractor/ Subcontractor	Monthly	Zero per year
HRMP - 04	Percentage of forced or compulsory labour identified during periodic audits of contractors and subcontractors		TP-OTC/ Contractor/ Subcontractor	Monthly	Zero per year

ID	Key Indicator	Performance	Responsibility	Frequency	Target
HRMP - 05	Percentage of security personnel trained in the organization's policies or procedures concerning aspects of Human Rights		TP-OTC	Monthly	100% of workers trained on Human Rights
HRMP0 - 06	Percentage of incidents of violations involving rights of stakeholders -		TP-OTC/ Contractor/ Subcontractor	Monthly	Zero per year

Monitoring should, inter-alia, answer the following questions:

- What mitigating measures have been adopted by the duty-bearers to mitigate any negative effect foreseen by the HRIA?
- Has any human rights risk and impact that was foreseen by the HRIA materialized? If so, who were the relevant affected stakeholders? Have the relevant duty-bearers taken measures to try to mitigate the negative effects of those risks?
- Have there been major human rights risks and impacts unforeseen by the HRIA? If so, who were the relevant affected stakeholders?
- If some substantial change of the policy intervention took place after the HRIA was produced (e.g. replication of the policy in another area of the country, major expansion of the project, etc.), have the relevant duty-bearers taken into account the recommendations of the HRIA when undertaking those changes?
- Have there been recurring grievances related to the policy intervention? If so, who were the relevant affected stakeholders?

The Human Rights Compliance Assessment<sup>1</sup> (HRCA), developed by the Danish Institute for Human Rights designed to help companies detect potential human rights violations caused by the effect of their operations, runs on a database of over 350 questions and 1.000 corresponding human rights indicators, which were developed from over 80 human rights treaties and conventions. To monitor Project's compliance in terms of human rights perspective, HRCA can be used as a mentor to create indicators to follow up Project's activities for monitoring purposes.

<sup>1</sup> [https://www.humanrights.dk/sites/humanrights.dk/files/media/migrated/hrca\\_quick\\_check\\_english.pdf](https://www.humanrights.dk/sites/humanrights.dk/files/media/migrated/hrca_quick_check_english.pdf)

**APPENDIX A**

**Human Resources Directive**



## CHAPTER ONE

### Purpose, Scope, Basis and Definitions

#### Purpose

**ARTICLE 1 -** (1) Purpose of this Directive is to ensure the selection, effective and efficient operation and management of personnel of Turkish Petroleum Off-Shore Technology Center Anonim Şirketi (TP-OTC).

(2) This Directive regulates the selection, recruitment, appointment and working principles, qualifications, wages and bonuses, social rights and benefits, training and development, rewards and achievements, workplace and working discipline of the personnel.

#### Scope

**ARTICLE 2 -** (1) This Directive covers TP-OTC and its personnel.

#### Basis

**ARTICLE 3 -** (1) This Directive has been prepared pursuant to Article 11 of the Articles of Association of Turkish Petroleum Off-Shore Technology Center Anonim Şirketi published in the Turkish Trade Registry Gazette dated 17.03.2021 and numbered 10289.

#### Definitions

**ARTICLE 4 -** (1) The following terms shall bear the following meanings;

- AGİ: Minimum subsistence allowance,
- Unit: Units, chieftaincies and lead engineerings in TP-OTC organizational structure,
- ERP: Enterprise resource planning software program in which Human Resources information is included and human resources processes are carried out within a system,
- Şip: Ship or platforms owned or operated by TP-OTC,
- General Manager: TP-OTC General Manager,
- General Directorate: TP-OTC General Directorate,
- Service period: The sum of the working hours of the personnel in TP-OTC,
- Mutual rescission agreement: The agreement made by the personnel and TP-OTC for the termination of the employment contract by mutual agreement,
- Principal manager: The principal senior manager to whom the personnel is affiliated according to TP-OTC organizational structure,
- Human Resources: Directorates and units authorized and responsible for human resources management,
  - Labor Law: Labor Law dated 10.06.2003 and no. 4857,
  - Work program: Programs showing weekly and monthly work and working hours prepared by directorates and units,
  - Occupational Health and Safety Legislation: Occupational Health and Safety Law dated 20/06/2012 and no. 6331 and all kinds of regulations, circulars, bylaws and other legal documents or future laws or legislation in force within the scope of this Law or in relation to this Law,

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- k) Employment Contract: Employment service contract between the personnel and TP-OTC,  
l) KVKK: Personal Data Protection Law dated 24.03.2016 and no. 6698,  
m) Directorate: Directorates shown in TP-OTC organizational structure,  
n) Personnel: Employees who have signed employment contract with TP-OTC,  
o) Site: Onshore and offshore regions where drilling, well completion, workover, production, development and coastal logistics services are carried out by TP-OTC for oil and natural gas exploration and production,  
ö) TP-OTC: Turkish Petroleum Off-Shore Technology Center Anonim Şirketi.  
p) The Board of Directors: TP-OTC Board of Directors

## CHAPTER TWO Employment, Duties and Powers

### General employment principles

**ARTICLE 5 -** (1) The following general requirements are sought for TP-OTC personnel:

- a) Being over 18 years of age.  
b) Except for the negligent offenses and suspended provisions, excluding the crimes listed below, which have been turned into alternative sanctions for short-term imprisonment; not to be convicted of more than six months imprisonment or even if pardoned not convicted of offences against the security of the state, offences against the constitutional order and its functioning, crimes against state secrets and espionage, embezzlement, extortion, bribery, theft, looting, fraud, forgery, breach of trust, fraudulent bankruptcy, defamation of honour or dignity in the tender, bid rigging, crime of fulfillment rigging, laundering of assets acquired from an offence, smuggling, tax evasion, unfair acquisition of property and to document it.  
c) Having the education, knowledge, skill, competence and experience required by the job.  
ç) Certifying that candidates have the good health condition required due to the nature of the job (TP-OTC may request health examination, laboratory tests, x-rays as well as other tests and examination if deems necessary. Following these examinations and tests, the candidates whose health conditions are not appropriate may not be recruited).

(2) Specific provisions shall apply to persons with disabilities, ex-convicts and similar persons who are obliged to be employed within the framework of legal obligations.

(3) It is essential that those with first- and second-degree blood and affinal kinship within the same unit do not work.

### Appointment and promotion authority

**ARTICLE 6 -** (1) The total title and number of the personnel to be employed are determined by the Board of Directors.

(2) The Board of Directors is authorized for appointments to positions of Manager for directorates and above. Except for those appointed by the Board of Directors; General Manager is authorized to make or terminate employment contract, change duties and titles related to the personnel by adhering to the total number of staff determined by the Board of Directors.

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## Personnel requests

**ARTICLE 7 -** (1) Personnel Request Form (FRM-37) is prepared by the relevant business units for the need of personnel foreseen in the annual personnel plan or arising due to quitting work, change in organizational structure, growth and similar reasons. Human Resources initiates the candidate search process in accordance with the Personnel Request Form.

### Identification of staff candidates

**ARTICLE 8 -** (1) TP-OTC personnel is evaluated first for the personnel needed. If there is no suitable candidate among TP-OTC, suitable candidates are determined by using one or more of the following methods.

- a) Current CV pool,
  - b) Applications to TP-OTC website, websites working for recruitment (candidate pool or advertisement),
  - c) Consulting firm.
- (2) Related managers or personnel may also propose candidates for a needed position; however, standard recruitment processes are applied in all circumstances.

### Evaluation, selection and reference control of personnel candidates in recruitment

**ARTICLE 9 -** (1) TP-OTC may conduct competency-based interviews with all candidates in addition to the resume interview.

(2) TP-OTC may request or apply professional, foreign language and other proficiency tests if necessary.

(3) The management of the interview and evaluation process of the candidates included in the recruitment process is in Human Resources.

(4) The relevant human resources expert coordinates the process with the manager to be reported by the position. Candidates found eligible for interviews are subjected to evaluations with the relevant human resources manager and the manager of the open position; the most suitable candidate for the qualifications required by the job is selected to be offered a job.

(5) The Human Resources may ask for information from the references specified in the application, from the previous companies of the candidate or other sources by keeping them confidential.

### Job offer

**ARTICLE 10 -** (1) For the candidates who are found positive as a result of the interviews and who are considered to be offered a job, a proposal containing the contract conditions is prepared by Human Resources. After obtaining the consent of the General Manager, Human Resources sends the official job offer to the candidate.

(2) The requested Document List (LST-4) and Personnel Information Form (FRM-41) are sent to the candidate who accepts the written offer by signing it. This form is filled in and delivered to Human Resources together with the requested documents.

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## Employment contract submission and notification process

**ARTICLE 11 -** (1) Employment contract and annexed Human Resources Directive and TP-OTC Code of Conduct, other documents related to the AGİ form and application forms are sent to the persons who are recruited.

(2) Personnel Information Form (FRM-41) and requested documents must be sent to Human Resources three days before the start date of the work in order to be able to perform the recruitment procedures.

(3) Following the delivery of the documents, Human Resources shall notify the responsibilities of the relevant persons and units.

(4) The fact that the personnel has started to work is announced to the personnel by Human Resources by e-mail with its short resume on the same day.

(5) Human Resources ensures that all information of the personnel, whose Social Security Institution entry is completed, is recorded to ERP in full within the week of employment at the latest.

## Job preparation and orientation program

**ARTICLE 12 -** (1) TP-OTC may implement a job-specific Job Preparation and Orientation Program to ensure the recruited personnel's compliance with the workplace.

## Probationary period

**ARTICLE 13 -** (1) Personnel recruited for the first time is subject to probationary period of two months. During probationary period, both TP-OTC and personnel have the right to terminate the employment contract without compensation and without dependence on the termination notification period.

(2) For positions of Manager and above, for personnel of Türkiye Petrolleri Anonim Ortaklığı (TPAO) and affiliate company with seniority of one year or more and for those with seniority of more than five years in the principal positions and positions of public institutions, organizations and partners, no probation period shall be applied.

## Responsibility to report personal information and changes

**ARTICLE 14 -** (1) Personnel are liable for notifying change information in residence, marriage, divorce, birth, death, military service and similar personal status and marital status to Human Resources together with authentic documents.

## Occupational health and safety

**ARTICLE 15 -** (1) The personnel are obliged to comply with all kinds of precautions taken in the issue of occupational health and safety and to participate in the trainings and tests to be carried out.

(2) "Occupational Health, Safety and Environment Guide for Employees" is provided to the personnel.

## Powers and use of duties.

**ARTICLE 16 -** (1) The personnel is liable for fulfilling the task assigned to him/her with maximum effort, prudence and care.

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(2) The procedures and principles regarding the signing authority, duties, powers and responsibilities of the personnel shall be regulated separately.

## CHAPTER THREE

### Working Conditions, Permits, Social Support, Wage, Performance Management and Exit Process

#### Working period and overtime

**ARTICLE 17 -** (1) Weekly working time is forty-five hours, excluding those working with rotation models, and working days are as a rule weekday.

(2) Weekly working hours may be allocated to different days of the week, provided that they shall not exceed eleven hours per day. The works carried out in this way can be compensated by giving rest periods in accordance with the determined working system and legislation.

(3) Working hours and days may be rearranged, including working from home, flexible working model, balancing based work, rotation work, shift system, taking into account the characteristics of work and workplaces, and transition may be made between these systems.

(4) The personnel shall perform the work assigned to it within daily normal working time and the units shall be organized in a way that shall not require overtime.

(5) Due to the field of activity, the personnel may work overtime, weekday work, national and public holidays with the knowledge and approval of the manager to which they are affiliated.

(6) The monthly wage of the personnel is determined by taking into consideration overtime wages within the legal limits corresponding to two hundred and seventy hours per year. No additional payment shall be made for the periods worked within this two-hundred-and-seventy-hour limit and equalization permit shall not be used.

(7) The provisions of Article 45 are reserved.

#### Assignment

**ARTICLE 18 -** (1) Personnel may be assigned to another workplace within TP-OTC, in the same or another city, field or ship, in accordance with their qualifications. The relevant Human Resources process is initiated upon the request of the unit manager and carried out by Human Resources.

#### Travelling

**ARTICLE 19 -** (1) The procedures and principles regarding accommodation, transportation and similar expenses in domestic and/or international trips due to duty shall be determined by the "TP-OTC Travel Directive".

(2) The cost of catering and accommodation is not covered in continuous assignments or flexible/working from home model.

(3) The accommodation and food needs of the field personnel during their stay on the site and transportation needs at the beginning and end of the shift are met by TP-OTC.

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## National holidays and public holidays

**ARTICLE 20 -** (1) It is essential not to work on official and religious festivals and New Year's Day, May 1st and July 15th as stated in the Law on National and Public Holidays dated 17.03.1981 and no. 2429 as follows:

- a) Ramadan Holiday: 3.5 days
- b) Sacrifice Holiday: 4.5 days
- c) New Year: 1 day (January 1st)
- ç) National Sovereignty and Children's Day: 1 day (April 23rd)
- d) Labour and Solidarity Day: 1 day (1 May)
- e) Youth and Sports Day: 1 day (May 19th)
- f) Victory Day: 1 day (August 30th)
- g) Republic Day: 1.5 days (28 October after 12.30 and 29 October)
- ğ) Democracy and National Unity Day: 1 day (July 15th)

(2) In case the above-mentioned periods are extended, this case shall be notified to the personnel by Human Resources.

## Annual paid leaves

**ARTICLE 21 -** (1) The annual paid leave shall be granted to the personnel working for at least one year, including the probationary period, as of the date of commencement of work. Annual paid leave periods are applied as follows as their employment date and seniority;

- a) Those having completed their one to three full years of seniority: 18 Business Days.
- b) Those having completed their three to ten full years of seniority: 20 Business Days.
- c) For those with ten full years or more seniority: 22 Business Days

(2) Personnel should use its annual paid leave right on actual basis within the relevant year. Wage shall not be paid instead of leave right while working.

(3) Personnel who use their annual paid leave may be called from their leave upon the request of their manager with the approval of the manager to whom Human Resources is affiliated.

(4) Personnel who do not have the right to annual paid leave because they have not completed the required working period may be allowed to use an advance leave against the right to leave to be born, provided that the probation period has expired, with the approval of the manager to whom they are affiliated, in case of excuse.

(5) The acquired leave rights are protected according to the employment contracts; exceptions are subject to the approval of the General Manager.

(6) The calculation of the time required to qualify for annual paid vacation is determined according to the employment dates and the time spent by the personnel in the same and affiliated employers in different workplaces is taken into consideration.

## Compassionate leave

**ARTICLE 22 -** (1) Upon his/her valid excuse, a maximum of three working days per year, provided that it can be divided into hours, may be granted paid compassionate leave. The leave period to be used cannot be more than one working day in a calendar month.

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(2) Personnel shall be granted with paid compassionate leave by documenting it within ten days not limited to the reasons specified below;

- a) 3 business days in case of marriage of personnel,
- b) 5 business days in case employee's wife gives birth.
- c) 3 business days in case of death of mother, father, sibling, spouse or children of personnel.

(3) Paid leave is given to the personnel up to ten days in full or partial leaves within one year provided that it is taken by only one working parent and based on disease report in treatment of child with disabled or chronic disease in the rate of minimum seventy percent.

(4) Compassionate leave shall be used when necessary and shall not be transferred to subsequent years.

### Sickness medical reports

**ARTICLE 23 -** (1) The following principles shall be applied regarding the sickness medical reports of the personnel;

a) Sick personnel shall notify their manager of their condition immediately and at the latest within twenty-four hours.

b) It is essential that the sickness medical reports of the personnel are prepared by the workplace physician, family physician or Social Security Institution and contracted health service providers within the framework of the procedures and principles specified in the Social Insurance and General Health Insurance Law dated 31.05.2006 and no 5510 and the relevant legislation. Sickness medical report issued by healthcare service providers who do not have a contract with Social Security Institution and whose rest period does not exceed ten days shall be valid if approved by Social Security Institution and contracted healthcare service provider physician and reports whose rest period exceeds ten days shall be valid if approved by Social Security Institution and contracted healthcare service provider health board.

c) Disease reports shall be submitted to Human Resources within at the latest three working days as of the date of submission.

### Health expenditures

**ARTICLE 24 -** (1) Health expenses of the personnel shall be covered by the Social Security Institution within the scope of the provisions of the Law no. 5510 and within the scope of its policy if private health insurance is taken out.

(2) In case of illness, the monthly salary of the personnel shall be paid against temporary incapacity letter. The incapacity allowance paid by Social Security Institution is refunded to TP-OTC accounts by the personnel. If it is not returned, it is deducted from the receivables of the personnel.

(3) In case of continuation of the disease, the right to terminate the employment contract by TP-OTC arises after the periods shown in the Labor Law. These periods are not adhered to in occupational accidents.

### Pregnancy and maternity

**ARTICLE 25 -** (1) The Labor Law is applied for pregnancy and maternity.

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## **Working arising from military service and law**

**ARTICLE 26 -** (1) The procedure is performed in accordance with the relevant legislation.

## **Life insurance**

**ARTICLE 27 -** (1) Personnel may be insured with life insurance covering disability and death.

## **Unpaid leave**

**ARTICLE 28 -** (1) If the employee does not have the right to annual paid leave or compassionate leave, unpaid leave may be used by the employee up to thirty days with the approval of the manager to whom the employee is affiliated and the manager to whom Human Resources is affiliated. The periods elapsed are subject to the approval of the General Manager.

## **Food**

**ARTICLE 29 -** (1) Personnel shall be provided with food service taking into account the working conditions in the workplaces. The provisions of TP-OTC Travel Directive shall be applied in case of travel.

## **Service and vehicle use**

**ARTICLE 30 -** (1) Personnel may be provided with service taking into account the working conditions and places.

(2) The provisions of TP-OTC Vehicle Procedure shall apply in relation to the use of TP-OTC vehicles.

## **Training and Development**

**ARTICLE 31 -** (1) Ensuring the professional and individual development of the personnel is a joint obligation of TP-OTC and the personnel. The records related to the training and development of the personnel are kept electronically or in the personal file according to the nature of the information.

(2) TP-OTC may organize trainings in line with corporate culture and strategies and human resources policies. The personnel is obliged to attend to the training and development applications for the purpose of developing the knowledge and skills and improving the performance and competences and to pay full care and attention to all related requirements.

(3) Personnel may be sent to specific comprehensive domestic or overseas trainings to improve their performance and competence. In this case, a commitment is taken in accordance with the principles of the Training Directive.

## **Performance and wage management**

**ARTICLE 32 -** (1) Personnel wages are determined as equally divided monthly net payments considering the training, experience, duties and title of the personnel, accommodation and transportation needs, bonus and similar market additional payments.

(2) **(Different:06/1/2022-1)** The general wage arrangement is carried out by Human Resources, taking into account the market conditions, sector conditions, inflation rate, personnel performance and other issues, every year in January and July, based on the approval of the General Directorate.

(3) **(Different:06/1/2022-1)** Employees who have started work newly are given a raise in proportion to the months they have worked, provided that they have completed the probationary period.

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(4) It is essential that personnel wages are paid on a monthly basis and on the first working day of the following month.

(5) **(Additional paragraph: 06/1/2022-1)** Exceptional wage arrangements can be made with the approval of the General Directorate.

### **Termination of employment contract by the personnel**

**ARTICLE 33 -** (1) Termination of the employment contract shall be notified in writing to the Human Resources Unit in all circumstances.

(2) The petition for termination of employment contract of the personnel is kept in personal file.

(3) In the termination of the employment contract by the personnel, the relevant provisions of the Labor Law shall be applied.

### **Exit interview**

**ARTICLE 34 -** (1) "Exit interview " is conducted by Human Resources specialist with the personnel who wish to terminate the employment contract voluntarily before termination of exit process.

### **Termination of the employment contract by TP-OTC**

**ARTICLE 35 -** (1) Termination of the employment contract shall be made in writing in all circumstances and notified to the personnel.

(2) The reason for termination of employment contract of the personnel, legal rights and notice period are notified in writing to the personnel by Human Resources. If the personnel does not sign the written notice of termination, an annotation indicating that the notification has not been notified in the presence of at least two witnesses is placed under the notification or the notification is made through a notary public. In the termination of the employment contract by TP-OTC, the relevant provisions of the Labor Law will be applied.

### **Termination of fixed-term employment contract**

**ARTICLE 36 -** (1) Unless otherwise provided in the contract, fixed-term employment contract shall automatically terminate upon expiry of the period.

(2) A fixed-term employment contract may not be concluded more than once in succession (chaining) unless there is a substantial reason. Otherwise, it is accepted as indefinite-term employment contract from the beginning.

### **Termination within probationary period**

**ARTICLE 37 -** (1) No compensation shall be paid if the employment contract is terminated as a result of the negative opinion of one of the parties within the two-month probationary period specified in the Labor Law. Probationary period is monitored by Human Resources. A Probationary Period Evaluation Form (FRM-36) is sent to the manager to whom he/she is affiliated one week before the end of the period and it is decided whether the personnel will continue or not based on his/her opinion. The wage right of the personnel regarding the periods of employment is reserved.

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## Exit form

**ARTICLE 38 -** (1) In the event of termination of the employment contract, Human Resources shall initiate the exit process. It ensures obtaining approvals in the Exit Form (FRM-23).

(2) According to the Fixed Assets Directive, in case the personnel leaves the job, debiting transfer is performed. Human Resources ensures that all vehicles and documents specified in the Exit Form (FRM-23) and delivered to the personnel are received before the personnel leaves. Human Resources ensures obtaining approvals of the following departments in the Exit Form (FRM-23):

a) Administrative and Social Affairs Unit: Specifies whether the personnel has debts related to the TP-OTC vehicle, if any, and similar transactions.

b) IT Unit: It performs the procedures related to access rights of the personnel to all information technology systems and storage of the information on their computer. It retrieves delivered hardware, if available.

c) Finance Directorate: It specifies in the form whether the personnel has any receivables or debts.

ç) Human Resources Unit: It specifies the leave days of the personnel and, if available, the information and other information regarding the cancellation of their insurance.

(3) In case of debt of the personnel, this amount shall be deducted from the last wage to be received. In addition, if the personnel does not deliver TP-OTC fixtures, the manager notifies Human Resources. TP-OTC has the right to deduct ex officio from the last salary of the personnel in this case.

(4) The Exit Form (FRM-23) must be completed in full, and the necessary approvals must be completed before the personnel leaves the job and this process is monitored by the relevant Human Resources. In the event that the personnel leaving the job and the Human Resources expert are not in the same location, this process should be terminated at the latest within ten working days after the personnel leaves the job.

(5) The Exit Form and supporting documents, if any, of the personnel leaving the job are kept in the employee's personal file.

## Exit notification

**ARTICLE 39 -** (1) In case the service contract of the personnel is terminated, a notice of exit shall be given online by Human Resources from the page of the Social Security Institution.

## Status change in ERP

**ARTICLE 40 -** (1) Human Resources enters the resignation information of the personnel into the human resources system with the issuance of the notice of resignation and carries the active employee status of the employee to the status of passive employee.

## Termination with notice, notice periods and mutual rescission agreement

**ARTICLE 41 -** (1) The provisions of the Labor Law shall apply during the notice period to be given in the case of termination with notice.

(2) The employment contract may be mutually terminated by paying in advance the wages corresponding to the notice period or by mutual rescission agreement to be made without notice period.

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(3) Reasonable benefit criterion shall be taken into consideration in the application of mutual rescission of employment contract with mutual rescission agreement. General Manager is authorized for signing the mutual rescission agreement.

(4) Where necessary, the employment contract may be terminated through mediation.

### Severance pay

**ARTICLE 42 -** (1) Seniority period and severance pay shall be determined in accordance with the cases and principles specified in the Labor Law and applicable legislation.

### Certificate of employment

**ARTICLE 43 -** (1) "Certificate of Employment" shall be given to the personnel upon request, while working or after leaving. This document specifies the duties of the personnel and the time they work.

### Service period

**ARTICLE 44 -** (1) The seniority of the worker is the sum of the situations in which the worker actually works in TP-OTC and is considered to have worked according to the legislation.

## CHAPTER FOUR Provisions Regarding Employees Working with Rotation Model

### Employees with rotation model

**ARTICLE 45 -** (1) The following provisions shall apply to the personnel working with the rotation working model "ON/OFF" arranged according to the sector dynamics:

a) The working days in the rotation working model can be employed on the sites, ships and offshore drilling activities during the "ON" process, and the personnel can be employed on weekends and official holidays due to the nature of the work; personnel may be subject to work overtime. In this case, TP-OTC takes measures to protect the rights of the employee with field allowance and equalization permits.

b) It is ensured that the balancing application is carried out at most in two-month periods and that the normal working time is not exceeded within these periods.

c) The daily field fee to be given on the "ON" days of actual work on the site shall not be paid in standard model works or rest "OFF" days.

## CHAPTER FIVE Provisions Regarding Reward and Success

### Certificate of achievement and reward

**ARTICLE 46 -** (1) Certificate of success may be given by the General Manager to the personnel who successfully work when compared with their peers with extraordinary efforts and works. Personnel who increase productivity or profitability by exerting extraordinary efforts in their duties or bring useful

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inventions to the activities of TP-OTC or who strive to prevent major damages may be awarded a prize by the General Manager for one month and by the Board of Directors for two months upon the proposal of the General Manager. However, the number of those to be rewarded in such a calendar year may not exceed two percent of the total number of staff.

## CHAPTER SIX Workplace Working Order and Disciplinary Provisions

### TP-OTC Code of Conduct

**ARTICLE 47 -** (1) Personnel are obliged to comply with best practice examples, national and international ethical behaviour norms, internal directive, circular and similar working order published by TP-OTC.

(2) “TP-OTC Code of Conduct” in Annex-1 is given to the personnel against signature.

### Confidentiality and protection of trade secrets

**ARTICLE 48 -** (1) Personnel undertakes to keep confidential any information provided by TP-OTC due to its duty or that the personnel can access or get to know due to being in the workplace.

(2) The personnel undertakes not to use this information in any way after it quits the job and not to disclose it to third parties without the written consent of TP-OTC.

(3) Personnel shall not disclose and/or share confidential information such as software, technology, information, system, application, method developed during TP-OTC works or opinions, practices, design, model, work of art, invention, trade secret that are not yet heard and known in the industry to third parties without the written consent of the General Manager. Intellectual and industrial rights, material and intangible property rights on products and inventions born and developed during TP-OTC activities rest with TP-OTC.

### Confidentiality and Commitment for the Personal Data Protection Law

**ARTICLE 49 -** (1) Personnel shall be made to sign “Letter of Commitment and Consent for Confidentiality and the Personal Data Protection Law” in Annex-2 and one copy shall be given to them.

### Responsibility

**ARTICLE 50 -** (1) The personnel is liable for fulfilling the task assigned to him/her by showing maximum care with effort and prudence, without considering the working concept.

(2) The principle of defect liability applies to the damages caused by the personnel to TP-OTC.

(3) In case TP-OTC is damaged due to the negligent acts and behaviours of the personnel, the issues related to the fault and recourse of the personnel shall be determined by the relevant commissions or boards.

(4) It is essential to take a written statement from the personnel in matters related to liability.

(5) TP-OTC reserves the right to apply to the judiciary for compensation of damages and terminate the employment contract.

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## Definition and scope of disciplinary provisions

**ARTICLE 51 -** (1) Disciplinary penalties are sanctions to be applied to those who act contrary to these principles in order to ensure that TP-OTC works are carried out effectively, efficiently, regularly and cooperatively.

(2) One of the following disciplinary penalties is applied according to the nature and severity of the acts found to be contrary to the disciplinary provisions and kept in the personal file of the personnel.

- a) Warning
- b) Reprimand
- c) Wage Deduction
- ç) Dismissal

## Authorized bodies and principles for imposing disciplinary penalties

**ARTICLE 52 -** (1) Disciplinary penalties shall be applied by the following authorities:

- a) Warning Penalty: Affiliated unit and Human Resources.
- b) Reprimand Penalty: Affiliated unit and Human Resources.
- c) Wage Deduction Penalty: Affiliated unit and General Manager with the suggestion of Human Resources.
- ç) Dismissal Penalty: Affiliated unit and General Manager with the suggestion of Human Resources.

(2) Without prejudice to the cases of reprimand, wage deduction and immediate termination, dismissal penalties shall be applied by taking the opinions of the Legal and Corporate Affairs Directorate after the disciplinary investigation to be appointed by the General Manager.

(3) Prior to the granting of disciplinary penalties, a reasonable period of time must be granted for the written statement of the relevant personnel. It is essential not to impose disciplinary action without statement. Immediate termination is reserved for justified reasons that do not require statement in the Labor Law.

(4) It is essential that disciplinary penalties are imposed in order to ensure workplace order and working discipline, and that the personnel to be penalized are found to be defective.

(5) Without prejudice to the cases of immediate termination of the employment contract regulated in the Labor Law for justified reasons, the authority to impose disciplinary penalties on those who commit acts and situations requiring disciplinary penalty shall expire if the disciplinary investigation is not initiated within one month in warning, reprimand and wage deduction penalties from the date when these acts and cases are discovered to be committed. If no disciplinary penalty is finally imposed within one year from the date on which the acts and circumstances requiring disciplinary penalty are committed, the authority to impose penalty shall lapse.

(6) Staff may request the deletion of disciplinary penalties imposed five years after the application of warning and reprimand penalties and ten years after the application of other penalties from the personal file. If the behaviours of the personnel within the periods written above are deemed to justify this request, it is decided to fulfil the request and this decision is recorded in the personal file.

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(7) A severe punishment of one degree is imposed on the repetition of an action or situation that has caused a disciplinary penalty within the period regarding the deletion of the penalties from the personal file. In the third application of disciplinary penalties that require an equal penalty but are imposed for separate acts or circumstances, a somewhat severe penalty is imposed. A slight penalty may be imposed on personnel whose work during past services is positive or who receive a reward or certificate of achievement.

(8) Those who act in a similar manner in terms of quality and weight to the acts and situations listed in Articles 53 to 56 and requiring disciplinary penalty shall be subject to the same kind of disciplinary penalties.

(9) The fact that a disciplinary penalty has been imposed shall not constitute any obstacle for opening further criminal proceedings against the defendant if the act falls within the scope of the general provisions.

### **Warning penalty and circumstances requiring this penalty**

**ARTICLE 53 -** (1) Warning; informing the personnel in writing that they should be more careful in their duties or behaviours.

(2) In case of detection of one of the following issues, the employee is warned:

- a) Indifference and/or irregularity in performing the duty,
- b) Dealing with non-duty works on duty,
- c) Acting with lack of dignity and seriousness in his/her relationships with colleagues or business owners,
- ç) Delaying the works for no reason or causing unnecessary correspondence for certain works,
- d) Performing incomplete and/or incorrect transactions without any intention,
- e) Waste of TP-OTC materials,
- f) Determining that he/she comes to work late up to three times in a month or leaves early without permission,
- g) Taking actions that are not associated with the seriousness of the task, but do not require a heavier punishment.

### **Reprimand penalty and circumstances requiring this penalty.**

**ARTICLE 54 -** (1) Reprimand; informing the personnel in writing that they are acting defectively in their duties and behaviours.

(2) In case of detection of one of the following issues, the personnel is penalized with this penalty:

- a) Exhibiting attitudes and behaviours incompatible with decency and courtesy in the course of his/her duties,
- b) Making it difficult for other employees to do their jobs,
- c) Creating incompatibility with colleagues,
- ç) Failure to respond to periodic or hasty texts in a timely manner without a valid reason,
- d) Losing the document entrusted to him/her without any intention,
- e) Showing disrespect in correspondence or verbal interviews with supervisors,
- f) Not protecting the goods, materials and vehicles of TP-OTC as required,
- g) Putting TP-OTC at risk as a result of negligence and carelessness.

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## **Wage deduction penalty and circumstances requiring this penalty.**

**ARTICLE 55 -** (1) Wage deduction is the deduction of one- or two-days' salary of the personnel.

(2) In case of detection of one of the following issues, the personnel is penalized with a penalty of one- or two-days' wage by considering the severity of the crime:

- Providing incorrect information to those concerned about TP-OTC records and transactions,
- Gossiping about his/her superiors,
- Failure to pay their receivables to the recipients on time without reason or deliberately delaying them,
- Wasting the material given to him/her as a result of his/her duty; causing the tools and equipment to be lost as a result of negligence or allowing them to be used by others,
- Getting into habit of dealing with other tasks while on duty,
- Arriving on a business day without permission and excuse.

## **Dismissal penalty**

**ARTICLE 56 -** (1) Dismissal is the dismissal of the personnel for a valid and justified reason in accordance with Article 25 of the Labor Law.

## **CHAPTER SEVEN**

### **Miscellaneous and Final Provisions**

#### **Relationship with employment contract**

**ARTICLE 57 -** (1) This Directive and its annexes are an annex and integral part of the employment agreement. Provisions of the employment contract are reserved.

(2) A copy of the Directive shall be notified to all personnel against signature.

#### **Enforcement**

**ARTICLE 58 -** (1) This Directive shall enter into force on the date of acceptance by the Board of Directors with effect from 01.04.2021.

#### **Execution**

**ARTICLE 59 -** (1) This Directive shall be executed by the General Manager.

#### **ANNEXES:**

**Annex-1:** "TP-OTC Code of Conduct"

**Annex-2:** "Letter of Commitment and Consent for Confidentiality and the Personal Data Protection Law"

**Note:** In case of any disputes between the Turkish and English texts of this document, the original Turkish version will prevail.

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**APPENDIX B**

**Code of Conduct**





**TP-OTC**  
**CODE OF CONDUCT**

## TP-OTC CODE OF CONDUCT

This TP-OTC Code of Conduct is intended to ensure an ethical culture adopted within the organization of TP-OTC; set forth the code of conduct principles that the employees of TP-OTC are required to comply with during the performance of their duties; help them act in accordance with these principles and, eliminate the situations that harm the principles of justice, integrity, transparency and impartiality and that cause distrust in the society when performing their duties.

This TP-OTC Code of Conduct unites us under the roof of TP-OTC as a series of values that guide us when making decisions and choices for each work we carry out on a daily basis.

Each of the employees of TP-OTC is required to comply with the TP-OTC Code of Conduct at their business places and in any environment where they are present as an employee of TP-OTC.

This TP-OTC Code of Conduct applies to all the employees of TP-OTC and, those of the sub-employer companies.

The final responsibility for maintaining a culture of ethical perfectness is of the common obligation of all the employees.

The employees of TP-OTC:

Act based on the principles of continuous improvement, engagement, transparency, impartiality, integrity, protection of public interest, accountability, predictability and trust on the statement during the performance of services;

Aim to increase the quality of services, enhance the level of satisfaction, and focus on the needs of the service recipients, and the result of these services;

Carry out their operations in line with the respective standards and processes and, provide the service recipients with necessary information concerning the respective procedures to keep them updated during the service process;

Behave in accordance with the objectives and mission of TP-OTC. Act in line with the interests of the country, the welfare of the society and, the service ideals of TP-OTC;

Conduct as per the principles of legality, justice, equality and integrity during the performance of their acts and actions and, do not discriminate people while performing their tasks and offering the services in respect of language, religion, philosophical beliefs, political opinions, race, gender and for similar reasons and, not act and behave in a way that is contrary to restricts the rights and freedoms of people and, that prevents the principle of equal opportunity;

Use their discretionary powers in line with the public interest and the requirements of the services, without any arbitrariness, and acting in accordance with the principles of impartiality and equality;

Avoid any behaviour and practice giving priority or privilege to certain real person or legal entities, and acting partially and contrary to the principle of equality; may not act in any way intended to provide preferential advantage or give damage to any political party, person or a group of people; and may not prevent the performance of the policies, decisions and actions of the public offices in accordance with the applicable legislation;

Behave in a way that proves that they are worth being respected and relied as expected during the performance of the respective tasks and duties; Avoid any action that may harm the sense of trust in public service, cause suspicions and damage the principle of justice;

Act considering the requirements of the services being aware of the fact that serving the people is more important than any personal or private interest; do not behave badly to the service recipients; do not lie down on the job; do not practice double standard and do not take sides;

Avoid behaving arbitrarily; do not oppress, insult and threat others; do not issue any report not based on clear and conclusive evidence; do not ask for services, opportunities and similar interests for themselves in a way contrary to the applicable legislation and, not accept those even they are submitted;

Act politely and respectfully, and attentive to their superiors, colleagues, direct reports, other personnel and service recipients; and direct them to the respective unit or persons if the respective issue is not within their area of responsibility.

Act carefully in respect of any conflict of interest, which means any interest that affects or seems to affect the performance of their tasks impartially and objectively, and any interest offered to them, their relatives, friends or those with whom they have a relationship, and being in a situation that they have financial and other obligations and similar personal shares in connection with these people; take necessary steps to avoid such conflicts of interest; inform their managers as soon as they are aware of a conflict of interest and keep themselves away from any situation considered a conflict of interest;

Shall not gain any interest for themselves, for their relatives or for third parties or act as an intermediary to that end by means of making advantage of their positions, titles and authorities; may not be involved in any situation considered favoritism in favor of their relatives, spouses, friends or political party or may not discriminate or favor anyone;

Shall not have the books, magazines, cassettes, compact disks and similar products of themselves or others sold and distributed by means of making advantage of their positions, titles and authorities; may not provide any aids, donations and similar interests to a certain institution, foundation, association or sports club;

Shall not use any official or confidential information that may come to their knowledge during the performance or as a result of their duties in order to gain any economic, political or social interest, directly or indirectly, for themselves, their relatives or third parties; and may not disclose the same to anyone other than the competent authorities while holding a position in the company or after resigning therefrom;

Shall not receive any gift or obtain any interest directly or indirectly from any real person or legal entity, with which they have a business, service or interest relation in connection with the work they carry out for themselves, their relatives or third parties.

Shall not make any such statement, commitment, promise or initiative that binds TP-OTC by means of exceeding the limits of their authorities or may not make misleading and statements during the performance of their tasks;

Be accountable and ready and open to public assessments and inspections at any time in respect of their responsibilities and obligations;

Take such measures that are required to be taken due to the tasks assigned to and authorities granted to them in order to prevent such procedures or actions not in accordance with the objectives and policies of TP-OTC.

Please carefully read and frequently refer to the TP-OTC Code of Conduct.

## **PURPOSE OF THE CODE OF CONDUCT**

### **Do the Work Right**

We at TP-OTC believe that acting ethically and responsibility is the right approach for our country, industry, stakeholders, company and business.

TP-OTC Code of Conduct is our roadmap and compass helping and guiding us during the performance of our tasks and responsibilities.

I adopt and act in line with the following basic principles of our Code of Conduct:

- Be respectful while at the business place;
- Comply with the code of conduct during the course of business relations;
- Putting our Code of Conduct at the center of our business.

## **YOUR PERSONAL RESPONSIBILITIES**

### **Compliance with the Code of Conduct**

All the operations and activities we perform must be in compliance with the Code of Conduct, the internal regulations of TP-OTC and the applicable laws and legislations. The employees are required to be aware of and act in accordance with the applicable legislation.

This Code of Conduct provides us the information we need to carry out our work in accordance with the ethical rules. Each of the employees is responsible for being aware of and comply with the processes that are applicable to what they do and the decisions they make.

## **RESPECT AT THE BUSINESS PLACE**

### **Our Purpose**

One of the guiding principles of the values of TP-OTC is to establish empathy, respect others and succeed together. We can achieve our success by respecting everyone inside and outside the company. We will attain our objectives when the combination of the principles of being respectful at the business place, perfectionism and teamwork.

### **Honesty**

The employees of TP-OTC must act honestly and in line with the moral principles. They should not be involved in, support and tolerate any form of corruption. They should not be involved in any form of bribery. They should expect all the parties with whom they work to act in accordance with the same values, and never attempt to hide or mitigate their faults. They should take the responsibility for the mistakes they make, and attempt to compensate them as soon as possible.

### **Inclusion**

The employees of TP-OTC should respect the skills and talents of others; value the comments of

others and, support an environment, where the principles of trust, openness and sincerity are encouraged. These have an important role in the attempts to create a working environment, where the employees feel that they are valued and respected.

### **Occupational Health and Safety**

Irrespective of the location of the business place and the position of the employees, giving particular importance to occupational health and safety is an integral part of our operations and activities. TP-OTC has established and maintains an occupational health and management system in line with the applicable legislation, international standards and industrial practices and, expect the employees to comply with the procedures and rules within this system.

As an employee of TP-OTC, it is your right and responsibility towards TP-OTC, other employees, visitors, contractors and society to stop a work which you think is insecure and dangerous.

Except for deliberate and malicious actions, TP-OTC accepts the behavior of the personnel stopping work as a result of evaluation based on their professional knowledge and experience in order to maintain a secure working environment as a contribution to the occupational health and safety culture even if it turns out that they were wrong about the danger risk,.

The employees are required to notify any insecure situations, behaviours and near-misses so that the possible dangers could be eliminated before the occurrence of an accident. Any accident and incident should be immediately notified and, the employees are expected to help the research team during the accident and incident investigations in order to avoid the repetition thereof.

Attendance to the occupational health and safety training organized at TP-OTC is mandatory. The employees may request further training if they feel that they are not sufficient in respect of the occupational health and safety concerning the works they carry out.

It is mandatory to wear seatbelts during all the business travels.

The pertinent provisions of the Law No. 4207 on Prevention and Control of Damages Caused by Tobacco Products should be strictly complied with.

Each employee of TP-OTC is expected to be exemplary to society by means of bringing and applying the corporate culture of the occupational health and safety to their personal lives.

### **Preventing and Combating Violence**

An employee of TP-OTC does not threaten anyone and does not act in way that includes any form of violence at the business place. They adopt the zero-tolerance policy in respect of violence at the business place.

## **CODE OF CONDUCT FOR OUR BUSINESS PRACTICES**

### **Conflict of Interest Approach**

An employee of TP-OTC avoids any conflict or possibility of a conflict between their personal interests and the interests of TP-OTC. They are aware of that they are required to act in line with the interests of TP-OTC.

An employee of TP-OTC shall:

- Not be involved in any activity that competes or seem to compete the interests of TP-OTC;
- Not use the information and sources of TP-OTC for their personal interests or the interests of others;
- Not carry out any additional work that negatively affects their performance or prevents them from fulfilling their responsibilities towards TP-OTC;
- Not obtain any personal or financial benefit from a company, supplier or competitor, which expect or seek for a benefit, directly or indirectly from TP-OTC;
- Not accept any gift that affects them when making a business related decision, and that provides them a personal, financial or non-financial benefit.

The conducts and behaviors listed above and other similar conducts and behaviors are against this TP-OTC Code of Conduct.

The employees of TP-OTC inform the Human Resources of possible conflicts of interest and their concerns.

### **Accurate Business Records**

A business record must always be kept accurately and completely and, reflect the facts. Irrespective of the type of a document or even if it seems unimportant, the information contained thereon must always be accurate and complete.

Each employee is responsible of the accuracy of the respective business records. Any employee will be personally responsible for changing the information on the business records, making false statements thereon, hiding or misrepresenting the facts.

The employees of TP-OTC are required to inform their respective managers of any inconsistency on the business records or any deficiency on the internal audit process that they may be aware of.

### **Company Sources**

Each employee is responsible for protecting the assets of TP-OTC. These assets include facilities, materials, equipment, machinery, spare parts, raw materials, finished products, vehicles and products as well as confidential information, intellectual properties and information systems. The employees are required to use the assets of TP-OTC only for legitimate business purposes and, protect them from theft, loss, damage and misuse.

The employees are expected to prevent wastage in the use of the assets and facilities of TP-OTC, and be attentive to savings.

### **Confidential Information**

The employees of TP-OTC are to protect and safeguard any type of information accessible to them due to the position they hold in the company. They are aware of that any type information of TP-OTC is sensitive in terms of confidentiality and strategy, and they shall not use them for their personal interests or those of the third parties and not disclose them unless they are disclosed to the public or explicitly permitted by TP-OTC.

The employees are to take all necessary measures to protect any type of confidential information concerning the companies in a business relationship with TP-OTC and, not disclose them to anyone other than TP-OTC.

An employee of TP-OTC will:

- Access to the personal data only for the legitimate business purposes;
- Store the personal data in a secure way;
- Transfer the personal data only to the authorized parties required to keep them confidential and by means of encryption.
- Inform the respective managers of any confidentiality breach and security risk;

The commitment to the confidentiality principle continues during the existence of the business relation and after the termination thereof acting in the same level of sensitivity. An employee return the confidential documents including the electronic copies thereof upon the termination or expiration of their respective services.

### **Communication with External Sources**

An employee of TP-OTC is aware of that they are not authorized to speak and make a statement on behalf of TP-OTC unless explicitly authorized to do that; they will not make any statement and provide any information to the media. They are very careful about this requirement when posting personal messages on social media and, will not post any message that binds TP-OTC.

### **Intellectual Property**

An employee of TP-OTC is aware of that the intellectual property rights of TP-OTC needs to be protected at all the time and that these rights are invaluable. The intellectual property rights of TP-OTC include its trade mark, products and designs, logos, copyrights, patents and trade secrets.

The employees of TP-OTC will not permit a third party with no authority, permission or license agreement to use any element within the scope of the intellectual property rights of TP-OTC, unless they have obtained the explicit approval of the Legal and Corporate Affairs Directorate.

The employee agrees, represents and warrants that during the performance of their tasks partially and/or wholly everything they produce and/or, by means of using, the time, sources or know-how of TP-OTC belongs to TP-OTC

### **E-mail, Internet and Information Systems**

The employees of TP-OTC are required to use the e-mail and internet accounts of TP-OTC in a responsible manner and, protects the confidentiality of the information systems. They are aware of that the information technology systems are an important part of the business operations of TP-OTC and, use them for business purposes.

### **Use of Social Media**

An employee of TP-OTC act in any environment being aware of that they are the employees of TP-OTC; the employees of TP-OTC avoid any conduct and behaviors that are not in compliance



with the status of the company and, any messages and posts that may harm the reputation of TP-OTC. They may not criticize the policies of TP-OTC on social media. They will not share any posts that may harm the reputation of TP-OTC or that may leave TP-OTC in a difficult situation and, avoid any conduct and behavior that may result in such a situation. They do not use the name and logo of TP-OTC on their personal social media accounts.

### **Compliance with the Legal Rules and Regulations**

An employee of TP-OTC is aware of that they are required to know the applicable legislations and, act in accordance with all the respective applicable laws and regulations.

## **MANAGEMENT OF THE CODE OF CONDUCT**

### **Disciplinary Practices**

In case of any breach of the Code of Conduct, the necessary disciplinary process will be initiated. The employees are expected to comply with this TP-OTC Code of Conduct, policies and the applicable legislations.

A breach of this TP-OTC Code of Conduct, policies and the applicable legislations may result in:

- Disciplinary practices including up to the termination of the employment contract depending on the nature of the breach;
- The implementation of civil liability and / or criminal sanctions by any public institution or the judiciary in case of regard to the infringement to the applicable legislation and recourse of these to employee a breach of the applicable legislations, and recourse of these to employee

### **Issue of Code of Conduct and Changes**

The Board of Directors of TP-OTC is authorized to issue, approve and change the Code of Conduct.

### **Commitment**

TP-OTC will make sure that all the personal are of aware of the Code of Conduct.

The employee of TP-OTC agree, represent and warrant that they have read and understood the Code of Conduct.

### **Entering into Force**

This Code of Conduct shall enter into force as of the date it is adopted by the Board of Directors starting from April 1, 2021.



**STATEMENT OF ACCEPTANCE OF THE TP-OTC CODE OF CONDUCT**

I, \_\_\_\_\_, hereby irrevocably agree, represent and warrant that

(Indicate the Employee's Name)

I have read and understood the TP-OTC Code of Conduct;

I will act and behave in accordance with and pursuant to all the rules of the TP-OTC Code of Conduct as well as the respective policies, instructions, documents and directives as may be referred hereunder and/or updated and shared by TP-OTC.

I hereby agree that in case of any situation that may render this statement of acceptance deficient or wrong, I will forthwith inform my manager and, issue a new statement of acceptance accordingly.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Confidentiality Declaration**

I hereby warrant that I will protect and keep confidential the trade secrets and information of TP-OTC within the framework of the Code of Conduct and, I am aware of this obligation and the TP-OTC Code of Conduct.

I agree  I do not agree

**Note:** In case of any disputes between the Turkish and English texts of this document, the original Turkish version will prevail.

**APPENDIX C**

**Letter of Commitment and  
Consent for Confidentiality**

## LETTER OF COMMITMENT AND CONSENT FOR CONFIDENTIALITY AND THE PERSONAL DATA PROTECTION LAW

### Purpose, scope and basis

**ARTICLE 1 -** (1) This Letter of Commitment and Consent for Confidentiality and the Personal Data Protection Law (the “Letter of Commitment”) applies to the commitments and consents of the employees (the “employees”) of Turkish Petroleum Off-Shore Technology Center Anonim Şirketi (TP-OTC/the Data Controller) concerning confidentiality and personal data protection as well as other respective issues.

(2) This Letter of Commitment is signed pursuant to the article 49 of TP-OTC Human Resources Directive and shall be deemed to be an annex to and integral part of the employment contract signed among the above-mentioned parties.

(3) The pertinent provisions of the Security Investigation and Archive Research Law no. 7315 of 07.04.2021 are reserved.

### Definitions

**ARTICLE 2 -** (1) For the purposes of this Letter of Commitment:

a) **Confidential information:** shall mean any type of personal information, ideas, business, method, infrastructure and progress related information and commercial secrets or any type of innovation pertaining to TP-OTC, whether they are under a legal protection, as may come to the knowledge of the employee during the course of the commercial relationship between the parties; all types of such commercial, financial and technical information offered in writing or verbally; including but without limited to any type of idea for improvement, methods, business and innovations as well as all type of verbal, written, graphically or machine-readable information and other plans that are written, invented, developed, planned to be performed or put into practice by a party (including but not limited to infrastructure information, processes, models, geological data, maps, business plans, technical plans, business strategies, strategic alliances and partnerships, financial information, pricing, engineering information, product and service related data, any type of methods and processes, data, employee and personnel details, residential address and address details, specifications, any type of document, material and media delivered by a party to the other), and other confidential information even if it is not indicated that they are indicated confidential or proprietary;

b) **Information not defined as confidential information:** shall mean information previously obtained by one of the parties without being subject to the obligation to keep confidential, information that became public without the fault of one of the parties, information that the Parties declared in writing that it is not confidential;

c) **Processing:** shall mean any type of processing carried out on the data such as collection, storage, maintenance, modification, rearrangement, disclosure, transfer, taking over, acquirement, classification or prevention of the use of the personal data utilizing fully or partly automatic processes or automatic processes as a part of any data recording;

ç) **Personal data:** shall mean any type of information about a real person who is identified or identifiable;

d) **Board:** shall mean the Personal Data Protection Board;

e) **Sensitive personal data:** shall mean such data concerning race, ethnical origin, political opinion, faith, philosophical thought, religion, sect or other beliefs, appearance, membership of an association, foundation or union, health, sexual life, conviction and security measures as well as biometrical and genetic data are considered special personal data (under the scope of this Letter of Commitment, the term “personal data” shall include the “sensitive personal data” to the extent applicable);

f) **Employee:** shall mean the employee who has signed and/or consented to this Letter of Commitment and Consent;

g) **TP-OTC:** shall mean Turkish Petroleum Off-Shore Technology Center Anonim Şirketi;

ğ) **Data processor:** shall mean a real person or legal entity that process the personal data on behalf of the data controller based on the authority granted by the data controller;

h) **Data controller:** shall mean a real person or legal entity responsible for identifying the purposes and methods of processing the personal data, establishing and managing a data recording system accordingly.

(2) The respective definitions as set forth under the pertinent provisions of the Personal Data Protection Law No. 6698 of 24.03.2016 and the applicable legislation shall apply to the terms used but not defined hereunder.

### **Confidentiality commitment**

**ARTICLE 3 -** (1) All types of intellectual and industrial rights on the works pertaining to TP-OTC are of the property of TP-OTC and, protected accordingly under the scope of the Intellectual and Artistic Works Law No. 5846 and the Industrial Property Law No. 6769.

(2) The Employee hereby agrees, represents and warrants that the works provided by TP-OTC are the property of TP-OTC, and the information on these works are of trade secrets and confidential information and, thus the Employee shall not share them with third parties for any reason without a written permission of TP-OTC and, otherwise the Employee shall be held responsible for losses and damages suffered by TP-OTC due to this reason, and required to forthwith indemnify TP-OTC for such losses and damages.

(3) Any type of tangible and intangible industrial and industrial property rights designed, produced or developed during the works of the Employee shall be of the property of TP-OTC. The Employee hereby agrees, represents and warrants that the Employee shall not use the confidential information under the scope of an intellectual and industrial property right and, not give any information, documents and samples pertaining thereto, and take all necessary measures to prevent them from being accessible to the third parties. Accordingly, the Employee agrees, represents and warrants that all types of tangible and intangible property rights shall be of the property of TP-OTC; that the Employee shall not make any objection to the intellectual and industrial property rights to be registered by TP-OTC in the future or shall not make any application in connection therewith.

(4) The Employee may not distribute the confidential information in any way or by any means; may not disclose such confidential information through media organs and media organizations; may not use the same for advertising purposes; may not disclose the same and; may not use them in a way that breaches the pertinent provisions of the Intellectual and Artistic Works Law in contradiction with the non-competition requirements.

(5) The only exception to the confidentiality obligations listed above is that the disclosure thereof with a written permission of TP-OTC.

**Data controller**

**ARTICLE 4 -** (1) The personal data may be processed, recorded, stored, classified, updated, disclosed and transferred by TP-OTC in the capacity of data controller to the third parties if permitted by the applicable legislation or in a way limited to the intended purpose thereof in line with and in a way limited to the purposes defined hereunder, considering the pertinent provisions of the applicable laws and regulations, and the concept of good faith. However, TP-OTC shall not be responsible for the data protection policies of the third party that has received the personal data.

**Purpose of processing the personal data**

**ARTICLE 5 -** (1) TP-OTC may process the sensitive data about the employee at certain intervals in case of the occurrence of the following situations and in line with the following purposes. If asked to provide additional information or documents, the Employee shall provide such information and documents within the period as requested.

(2) In line with the basic principles as set forth under the Law No. 6698, the personal data shall be processed:

- a) To plan the processes concerning the human resources;
- b) To assess if you fulfill requirements for the respective position;
- c) To carry out the correspondence processes;
- ç) To provide security at the business premises;
- d) To confirm the identification details;
- e) To save the address details and other information required for contact;
- f) To fulfil the legal obligations concerning the employment; store the respective information and details on the personal files; carry out the processes for pass card applications or if a new request is made by the respective competent authorities;
- g) If explicitly permitted by the applicable laws and regulations to process the sensitive personal data;
- ğ) If required to process the sensitive personal data in order to establish, exercise or protect a right;
- h) If required for internal, national or international security and confidentiality purposes or if a request is made by the respective judicial or administrative authorities to that end;
- ı) If required to process such types of data to fulfil the requirements for equality in opportunity, and behave equally to the employees working at the same position;
- i) If required to share such types of data with the respective judicial authorities and public departments and offices with the right to request the same;
- j) If required to hold organizations such as meetings and invitations;
- k) If required to be used on such reports and analyses to be provided to the senior management and the Turkish Employment Agency, the Turkish Statistical Institute, the Social Security Institution and other respective public departments and offices if requested by them;
- l) If required to be used for various human resources practices;
- m) To share the health information and blood group details for emergency medical responses if deemed necessary;
- n) If required to monitor the respective medical conditions to follow up and monitor the sick leaves or so that the employee is able to perform their business tasks;

- o) If required for archive criminal records, pending legal actions and legal proceedings as well as judicial and administrative fines or other sanctions;
- ö) To contact you in connection with the conditions or then-current status of your insurance agreement;
- p) To inform the employees;
- r) To issue all types of records and documents that are to be used as basis for the processing electronically or on paper;
- s) To fulfill the obligations undertaken in accordance with the insurance agreement;
- ş) To provide the health insurance companies with the insurance usage information; get quotations from them and, deliver them with the previous usage and health details in case the employee changes the company where they are employed;
- t) To offer other services in connection with the performance of the insurance agreement;
- u) To deliver better services at the contracted banks to the extent permitted by the applicable legislations;
- ü) To assess the complaints and recommendations of the employee;
- v) To fulfill the obligations as set forth under the Law No. 6698 and exercise the rights under the applicable legislations;

And for the similar purposes and, these types of data are securely stored on physical environments or electronically during the period suitable for the purpose of processing thereof. During the performance of the said activities, TP-OTC act in accordance with the obligations as set forth under all the applicable legislations, in particular, the Law No. 6698 concerning the personal data protection.

(3) The Employee hereby explicitly consents that, for the purposes listed above, TP-OTC or the third parties including the data processor appointed by TP-OTC, and the respective healthcare professionals, may process the sensitive personal data and, the sensitive personal data may be transferred to the management of TP-OTC, the necessary institutions and offices or the other third parties authorized by TP-OTC in line with the said purposes, and hereby warrants that the Employee shall provide the respective information and documents in due time.

### **Transfer of the personal data**

**ARTICLE 6 -** (1) The Employee hereby agree, represent and warrant that the Employee is aware of and explicitly consents that:

- a) TP-OTC and/or the data processor that is appointed by TP-OTC may keep, process, use and transfer the personal data on the common database that is used by TP-OTC;
- b) The personal data may be transferred to the third parties from or to whom TP-OTC offers or receive services, the group companies, the shareholders, the affiliates and subsidiaries as well as banks and institutions if required to do so and/or upon the request of the employee and, the personal data may also be processed by these companies, banks, institutions and offices, on the condition that the necessary protection is provided;
- c) The personal data legally processed by TP-OTC may be disclosed and transferred to the companies, from which supporting services are received, and the independent audit companies for the purpose of carrying out the respective operations and activities and, to the other third parties because of various legal obligations;
- ç) The Employee may be contacted through short messages, phone calls, internet services, e-mail messages and other communication methods locally and internationally for these purposes;

d) The personal data shall be stored even if the employment contract expires/terminates for any reason so that TP-OTC is able to fulfill its legal obligations for the periods provided by the applicable laws or for the period necessary to fulfill the data processing purposes or in case there is a legitimate interest of TP-OTC provided that the periods as set forth under the applicable laws will be complied with.

e) The Employee is recorded at indoor and outdoor locations during the working hours at the business office by TP-OTC through the camera systems to fulfill the requirements for business place security, and the provisions as set forth under the applicable laws and regulations and, the needs as described under the 27001 Information Security Management System.

#### **Method and legal basis for the collection of the personal data**

**ARTICLE 7 -** (1) The personal data are collected by TP-OTC through e-mail, fax, career websites, social media, printed forms, consultancy companies, camera records and other various channels and based on the legal reasons described above. The personal data may be processed and transferred with obtaining an explicit consent in the light of the principles as set forth under the second paragraph of the article 4 of the Law No. 6698 or without obtaining an explicit consent in case of the situations as described under the second paragraph of the article 5 thereof and the third paragraph of the article 6 thereof.

#### **Rights of the Employee**

**ARTICLE 8 -** (1) The Employee has the right to:

- a) Learn if their personal data are processed by TP-OTC;
- b) Request information accordingly if the personal data of the data subject is processed;
- c) Learn the purpose of the processing of their personal data and if the same are used for the intended purposes;
- ç) Learn the identity of such third parties, to whom their personal data are transferred locally or internationally;
- d) Request for the correction if their personal data are processed deficiently or inaccurately;
- e) Ask for the deletion or destruction of their personal data pursuant to the terms and conditions as set forth under the article 7 of the Law no. 6698;
- f) Request that such third parties, to whom the personal data are transferred, are notified of the correction and deletion of the personal data if they are processed deficiently or inaccurately; and of the deletion or destruction of the personal data under the conditions described above;
- g) Object to any negative consequences against the employee as a result of analyses of the personal data by means of automatic systems only,
- ğ) Request for the indemnification in case of any loss and damage against the employee due to the illegal processing of the personal data.

#### **Information and Approval**

**ARTICLE 9 -** (1) I hereby agree, represent and warranty that all types of tangible and intangible intellectual and industrial property rights designed, produced or developed during the performance of my works are of the property of TP-OTC; that I shall not use the confidential information under the scope of an intellectual and industrial property right and not give any

information, document and sample pertaining thereto, and I shall take necessary measures to prevent them from being accessible to the third parties; that I shall not object to the intellectual and industrial property rights to be registered by TP-OTC in the future or I shall not make any such application. I also agree, represent and warrant that I shall fulfill the other commitments I have made under this Letter of Commitment.

(2) I have been informed of that who may process my personal data for which purposes pursuant to the Personal Data Protection Law and the applicable legislations; to whom and for which purposes my personal data processed in this manner may be transferred; the method of collection the personal data and; the rights I am entitled to exercise under the article 11 of the Law No. 6698.

(3) I consent that pursuant to the pertinent provisions of the Law No. 6698 and within the framework of the considerations described above, my personal data (including health data) may be collected, processed, updated, checked, kept and stored on the database, and shared by TP-OTC as per the said Law, if deemed necessary, with the respective insurance companies, the respective public offices and departments, and all business partners including agencies and brokers, and the service providers that are located in Turkey or abroad, and TP-OTC and its direct or indirect partners, affiliates and subsidiaries, and that my personal data may also be kept and stored by them.

Yes, I consent

No, I do not consent

**Note:** In case of any disputes between the Turkish and English texts of this document, the original Turkish version will prevail.



**APPENDIX D**

**HR Policy**

## **HR POLICY**

This section outlines main HR policies and procedures to be followed in TP-OTC Sakarya Gas Field Development Project (hereinafter called as “Sakarya Project”). HR policies and procedures will set out terms and conditions for the contracted and potential employees which are already figured under corporate documents such as Human Resources Directive (Annex 1), Code of Conduct (Annex 2) and Letter of Commitment and Consent for Confidentiality (Annex 3). These terms and conditions will be in line, at minimum, with this HR policy, National Labor Law, General Conditions of the World Bank Standards, International Finance Corporation Performance Standards for Labor and Working Conditions and comparable industry standards.

HR policies include but are not limited to – recruitment policy, equal opportunity and non-discrimination/anti-harassment, workplace violence, protecting the workforce (child and forced labor), leaves, safety, grievances, conflict of interest, code of conduct, confidentiality, moonlighting and open-door policy.

### **Recruitment Policy**

The main objective of Recruitment Policy to make sure that right candidate is recruited following the right and equal process for hiring and selection. Considering their potential to make future contributions, the candidates are recruited based on their suitability for the position needs as well as organizational values and corporate targets.

### **Equal Opportunity and Non-Discrimination/Anti-Harassment**

Sakarya Project is committed to the policy of equality of opportunity as an employer with regard to TP-OTC policies for existing and potential employees. Sakarya Project developed this policy to ensure a working environment free from unlawful harassment, discrimination and retaliation and provide complete support for all employees to have fair and equal chances throughout whole career path. Equal opportunity policy covers all areas of employment such as recruitment and selection, terms and conditions, remuneration, fringe benefits, promotion, training, appraisal and selection for redundancy.

Notwithstanding the applicable laws of Turkish Republic, Sakarya Project aims to provide equal opportunities for all existing and potential employees regardless from discrimination subjects, which include but not limited to, language, color, race, ethnicity, gender, nationality, origin, religion, belief, political opinions, age, disability and marital status.

### **Workplace Violence**

Sakarya Project adopt the zero-tolerance policy in respect of violence at the business place. It is strictly forbidden for employees to threaten anyone and does not act in way that includes any form of violence at the business place.

### **Protecting the Work Force (Child Labor, Forced Labor)**

According to international standards, all forms of hazardous work are forbidden before the age of 18. Considering hazardous nature of oil and gas business and as per TP-OTC HR Directive, in order to protect children from all forms of child labor and exploitation, minimum age of

admission to employment set as 18. Furthermore, Sakarya Project aims to treat other people with respect, and generate mechanisms for not discriminate against specific groups such as women, people with disabilities, migrant workers or children compliance with ESS2 provisions on prohibition of child and forced labor.

### **Leaves**

Sakarya Project appreciates the importance of leaves not only sourcing from need of rest and recreation for well-being of employees but also from arising unforeseen eventualities. Therefore, in order to utilize employees' quota annual paid leaves and compassionate leaves regulated and take part in Human Resources Directive which provide better conditions for the benefit of employees comparing standards given in National Labor Law.

### **Safety**

Irrespective of the location of the work place and the position of the employees, giving particular importance to occupational health and safety is an integral part of Sakarya Project operations and activities. TP-OTC has established and maintains an occupational health and management system in line with the applicable legislation, international standards and industrial practices and, expect the employees to comply with the procedures and rules within this system.

### **Grievances**

Grievance Redress Mechanism (GRM) is established, developed and implemented for the Sakarya Project employees including contractors' and sub-contractors' workforce at sites. GRM is designed specifically to ensure employees to raise their existing complaints related to work environment or work conditions. Considering KVKK – Local Personal Data Protection Law and confidential nature of the grievance, privacy of the aggrieved employee being taken into consideration and each of the grievances is seriously treated and take timely and appropriate action in response.

### **Conflict of Interest**

Each employee shall be free of any personal interest that could influence his or her judgment or action in the conduct of services or affect his or her responsibility in managing the affairs of Sakarya Project. An employee of TP-OTC avoids any conflict or possibility of a conflict between their personal interests and the interests of TP-OTC. They are aware of that they are required to act in line with the interests of TP-OTC. The conducts and behaviors listed in details and other similar conducts and behaviors are against TP-OTC Code of Conduct.

### **Code of Conduct**

TP-OTC has a Code of conduct including corporate principles, values, standards or rules of behavior which guide the decisions, procedures and systems of TP-OTC organization. All employees of TP-OTC must follow the Code of Conduct given in Annex 2. Appropriate disciplinary actions shall be taken in case of non-compliance of the Code. HR Department will ensure that every employee is given a copy of the Code at the time of joining and each of the employees must officially sign in order to present understanding and complete commitment for company's Code of Conduct.

### **Confidentiality**

All employees of Sakarya Project must protect the confidential information and avoid any improperly disclosure of information inside or outside of the Project. Due to the nature of oil and gas business, energy security issues are critical and consisting a high-level confidentiality. Therefore, any employee may not disclose any confidential information (regardless from confidentiality level) of Sakarya Project obtained from his/her position within Project and they shall not use them for their personal interests or those of the third parties and not disclose them unless they are disclosed to the public or explicitly permitted by TP-OTC. Appropriate disciplinary actions will be taken in case of negligence in complying with the given policy. HR Department will ensure that every employee is given a copy of Confidentiality commitment (Annex 3) at the time of joining and each of the employees must officially sign in order to present understanding and complete commitment for company's confidentiality regulations.

### **Moonlighting**

Second jobs or other outside employments, such as freelance employment, consulting, or sales are prohibited by the company or its subsidiaries. Full commitment to work and complete dedication is expected from all employees to achieve corporate goals and ensure adequate job performance in Sakarya Project.

### **Open-Door Policy**

Sakarya Project encourage employees and support open-door policy for open communication, feedback, and discussion about any matter of importance to an employee. In order to avoid employee dissatisfaction sourcing from accumulation of unspoken, unanswered problems and unsolved grievances, open door policy is implemented for all employees regardless from the workplace. Open-door policy is found indispensable within Sakarya Project for strengthening employee trust, supporting employee retention and unique inputs & feedbacks for sustainability and continuous development.

