



**Code of Ethics and Conduct**  
**of**  
**Türk Telekom International Group**

based on

Company values and ethical norms

## **1. Commitment**

Türk Telekom International Group (hereinafter “**TTI**”) is committed to conducting its business activities in compliance with the ethical norms set out in the present Code of Ethics and Conduct (hereinafter “**Code**”), moreover in accordance with the applicable laws paying high attention to fair market behavior, trustworthy business conduct and avoidance of corruption.

All TTI employees, contractual partners and suppliers are expected to conduct their business activities with honesty, fairness and in line with high ethical standards.

This Code covers organizational commitments and expectations as well as regulations of the expected behavioral standards to be applied in the course of business operation.

## **2. Scope of the Code**

### **2.1. Content**

This Code consists of the following main chapters:

1. Scope of the Code
2. Corporate Values of TTI
3. Expected behavior
4. Conflicts of interest
5. Financials
6. Information management
7. Whistleblowing

The following Annexes and Appendix form an integral part of this Code:

Annex 1 Anti-Corruption Guidelines

Annex 2 Guidelines of accepting and offering gifts and hospitality

Annex 3 Whistleblowing Procedure and Whistleblower Protection

Appendix 1 Information on Data Processing related to Whistleblowing Procedure and Whistleblower Protection

### **2.2. Timeframe**

This Code is the consolidated amendment of the previous Code of Ethics and Conduct, applicable as of 17 December 2023 for an indefinite period of time, until its withdrawal or modification by TTI.

### **2.3. Addressees**

All TTI employees and any person associated with TTI who perform services for and on behalf of TTI, including contractors, consultants, agents and business partners are required to adhere to this Code, irrespective of the jurisdiction they operate in, especially where this Code provides for a higher standard than required by local law. All TTI companies and business units, including joint ventures where TTI have a controlling interest, are required to abide by the provisions of this Code as well.

### **2.4. Task**

This Code is prepared to regulate the everyday business conduct and behavior of the addressees.

- *Your task – as an individual – is to get acquainted with the rules set forth herein and behave as required by this Code.*

If, in countries where TTI have business activities, stricter legal rules apply, such rules shall overrule the ones set out in this Code. Any adjustment of this Code to local circumstances or laws shall be approved by the Legal and Compliance Department beforehand.

This Code and any modifications to it are continuously available for all addressees on TTI's Intranet and website.

### **2.5. Consequences of non-compliance**

TTI may be exposed to serious legal and financial consequences, as well as bad reputation and loss of business in case of a violation of the ethical standards outlined in this Code. Therefore, the application of these minimum behavioral standards is mandatory to all addressees.

Non-compliance may result in disciplinary action being taken, which may in severe or repeated cases lead to the termination of employment, and/or to the termination of a third party contract, as the case may be.

### **2.6. Selecting business partners and intermediaries**

TTI takes serious care of selecting its business partners and intermediaries. TTI makes all relevant effort in choosing diligently its business partners and intermediaries, which are required to adhere to the same ethical standards and to conduct their business in line with at least similarly strict ethical norms and compliance standards.

### **2.7. Compliance audits and report**

In order to ensure thorough and continuous compliance, TTI is empowered by this Code to regularly check its employees and partners in accordance with this Code and the applicable law.

TTI may conduct compliance audits either with the involvement of an external compliance expert or through the Legal and Compliance Department involving necessary personnel of other departments. In the framework of these audits, the Legal and Compliance Department or the compliance expert may review documents and communications (electronic or paper-based) of TTI employees.

During the compliance audits the strictest confidentiality rules will apply and the applicable privacy laws shall be adhered to.

### **3. Corporate values of TTI**

TTI is committed to ensuring the prevalence of the following values and expects the same from its employees and business partners.

#### **3.1. Customer focus**

Our aim is to listen to, analyze and create solutions to make the life of our customers easier. Day-to-day decisions must be based on their evaluated impact on the affected customers. We must strive to deliver a high standard and quality of service, furthermore we must keep our customers informed.

#### **3.2. Valuing people and expecting responsibility**

Diversity is an asset of our teams. We must invest in our people and must continuously learn to be able to develop ourselves. Furthermore, it is a right and obligation to give and receive sincere, merit-based and constructive feedback.

Employees are expected to act with authority and complete their tasks as responsible individuals. TTI expects transparent and honest conduct on all level and in any business relation. Be passionate and accountable for results.

#### **3.3. Trust and honesty**

TTI employees must be straight and open; must share information with each other. Employees are expected to trust the capabilities of their colleagues and to collaborate up, down and across. Do not hesitate to invest into the successes of others, appreciate and celebrate success together.

TTI believes that the trust of its employees and business partners is based on mutual recognition and respect. TTI expects from employees and business partners straightforward communication that must be coupled with a respectful tone.

#### **3.4. Agility**

TTI expects positive energies put into the daily work and attention to details in order to achieve a high level of service of our customers. Decisions should be made quickly and should be implemented in due course. Take the initiative to simplify and improve. Proactive and creative ideas make the business go beyond “usual” and makes TTI an innovative leader of the business areas we are involved in.

### **3.5. Innovation**

Due to the ever-changing business environment, new developments are the motors of innovation. We need to foresee global trends and always be the first in our sector. Try, challenge and courageously bring ideas into life. Search for excellence; learn from success and failure. TTI will fairly compensate for new ideas that manifestly bring the TTI Group to a more competitive level.

### **3.6. Prohibition of discrimination**

As TTI's employees and partners are citizens of many different countries, TTI expressly supports and respects cultural diversity and welcomes international, "multicultural" team spirit. In particular, TTI employees may not be exposed to discriminatory treatment for reasons such as age, language, race, nationality, health, gender, marital status, sexual orientation, religion, political affiliation or philosophical belief etc.

Each and every form of discriminatory treatment is prohibited! Furthermore, TTI does not tolerate any form of physical or psychological abuse or harassment.

## **4. Expected behavior**

TTI hereby sets high behavioral standards and as a basis of ethical behavior, requires all addressees to act according to the applicable legal provisions while respecting human rights and universal ethical norms.

### **4.1. Behavior within TTI**

TTI provides a professional working environment that complies with the international labor law requirements. TTI expects its employees to behave professionally at the premises of the workplace and in compliance with ethical and legal norms both during their work at the company and in their private life as well.

- *You shall in every situation treat your colleagues respectfully, with special attention to their personal dignity, privacy and other human rights.*

TTI, in accordance with its corporate values, supports honesty and collaboration. However, honest thoughts may only be expressed respectfully in a manner which is not offensive.

- *Even if we wish to express criticism, we have to be careful and form our thoughts objectively without being offensive or insulting.*

TTI acknowledges diversity and welcomes individual thoughts in order to improve performance and achieve the best possible results. TTI does not support demoralizing attitude which may hinder performance or cause damage to the company.

- *Business leaders support and motivate their employees, while the employees are expected to loyally protect the interests of the company.*

#### **4.2. Behavior outside TTI**

It is extremely important to TTI to keep its good reputation in the business world. Therefore, beyond the rightful and ethical way of conducting its business activities, TTI puts a strong emphasis on trust and fairness in business.

##### Dealing with customers

TTI respects, understands and serves its customers.

- *You shall always try to support and fulfill the needs of the customers in the best possible way.*

Customers shall be treated impartially without discrimination of any kind.

Fair behavior also means that TTI only takes part in deals that are in line with TTI values, and which are decided upon quality, price or innovative nature.

- *Your business decisions cannot be influenced by personal advantages or interests.*

##### Dealing with competitors

Although operating in a highly competitive market and under predetermined business conditions, TTI always acts as a fair market player. TTI acts in line with the provisions of cartel law and anti-trust legislation.

- *You have to be careful in case of any contact with competitors not to support any unlawful information exchange, cartel behavior or any tacit anticompetitive agreement (concerted practice).*

##### Dealing with suppliers and other third parties

TTI operates its procurement system according to the applicable laws. TTI always chooses the best value-based choice when procuring goods and services.

Ethical standards set forth in this Code shall apply to any third party relations, even if no contractual relationship exists with these third parties.

In the course of official procedures and/or audits conducted by authorities, employees shall cooperate and provide the maximum possible assistance while maintaining the interests of TTI. It is strictly prohibited to modify or falsify any documents subject to review.

Employees may not directly or indirectly offer, promise or provide illegal advantages (money or other valuable object), or approve the giving of such to any public official, especially if the purpose is to influence that official to violate his/her obligations.

#### **4.3. Company property**

TTI's property assets shall be treated and safeguarded in an appropriate manner and shall be handled in an economical way. TTI's assets must be used as set out in relevant internal

regulations and they may not be used for private purposes, unless otherwise regulated by internal regulations.

Intellectual property of TTI, such as know-how, methodology, concepts and ideas shall be treated as highly confidential and may not be disclosed to any third person outside TTI.

- *You shall make the appropriate efforts in order to protect TTI's assets and interest in its intellectual properties and shall avoid conflict with third parties' intellectual property.*

#### **4.4. Competition law**

TTI companies shall respect the national antitrust and cartel laws with special regard to the respective practices of implementation. Any breach of national or EU competition laws may have serious consequences, such as heavy fines, loss of profit and considerable damage claims.

TTI takes special care not to conclude agreements with competitors directly or indirectly and not to engage in concerted practices, which have as their object or effect

- fixing prices
- excluding other competitors from the market
- dividing markets and customers
- exchanging price or other sensitive information during tenders (bid rigging)
- unfairly restricting competition, and/or
- boycotting other market players.
- *You have to follow competition law provisions and act as set forth in the present Code in order to avoid any participation in cartels, unlawful information exchanges or abusive market behaviors. Should you have any doubts about the compliance of an act or omission, whether proposed or already taken, with the provisions of competition law, contact immediately the Legal and Compliance Department.*

#### **4.5. Anti-corruption matters**

Corruption, in general, qualifies as a criminal conduct which can be prosecuted by law enforcement authorities. Even if an alleged corruption case is associated with TTI, it may severely damage the reputation of TTI and may harm our business operation. Therefore, it is essential to have anti-corruption measures in place at TTI which must also include the periodic review of the practices of our contractual partners in accordance with the applicable law.

TTI does not tolerate any form of bribery, fraud or corruption!

- *You may never offer, give or accept anything of value in order to illegally influence a business decision.*
- *Neither are you allowed to accept expensive gifts or hospitality or give preferential treatment to a business partner with a view to acting to the detriment of the company.*

Please find detailed rules in the Anti-Corruption Compliance Guidelines attached to this Code under Annex 1.

#### **4.6. Compliance with economic sanctions**

TTI is committed to complying with all trade controls, embargoes and other trade, financial or economic sanctions adopted by the European Union, the United Nations or any other competent sanctions authority which are applicable to an actual or potential transaction involving any TTI entity.

To that end, TTI takes the applicable sanctions into the utmost account when it comes to negotiating, concluding or completing commercial agreements and financial transactions, especially in those cases where a supplier, customer, other contracting party or a financial institution involved in an agreement or a transaction might have a nexus to a sanctioned country.

Additionally, TTI continuously monitors changes in the applicable sanctions, conducts regular and ad-hoc due diligence and screening procedures related to its existing or potential suppliers, customers or their banks, evaluates the compliance of financial transactions with the applicable sanctions, and cooperates with competent authorities, financial institutions or other interested third parties as regards adherence to the applicable sanctions.

TTI refrains from entering into any negotiations, commercial agreements or financial transactions as well as from their completion, which would result in a violation of the applicable sanctions.

- *You must contact the Legal and Compliance Department as well as the Finance Operations and Risk Management Directorate beforehand if under the given circumstances it is doubtful whether the completion of a financial transaction related to a supplier, a customer, a third party or a financial institution is in harmony with the applicable sanctions.*

#### **4.7. Gift and hospitality**

As invitation to business meals or events and providing small gifts are part of everyday business culture, TTI is of the view that this polite gesture is welcome in general. Small gifts may be given to customers, business partners or suppliers' representatives on behalf of TTI, in accordance with the principles set by TTI management. In order to avoid any violation of this Code or any suspicion thereof, no gift or hospitality may be given to relatives



even if such persons are in business relationship with TTI. Aids or donations on behalf of TTI may only be offered with the approval of the CEO.

Please note, when accepting or offering gifts or hospitality in an inappropriate manner, such conduct may raise concerns. In all circumstances consider such possible public effects.

Gifts or presents not exceeding EUR 100 may be accepted upon notification of the Head of the HR Department. Gifts or presents not exceeding EUR 200 may be accepted upon approval of the Head of the HR Department. The total value of presents that can be accepted during a year period may not exceed the amount of EUR 600.

Please also find detailed rules of accepting and offering gifts and hospitality attached to this Code under Annex 2.

## **5. Conflicts of interest**

Conflict of interest is to understand as an inverse relationship between TTI's interests and the personal interests of an employee. Professional tasks must be carried out with focus on TTI's interests. Employees must avoid any conflict of personal or financial interest with TTI, even if the conflict is only a potential one. In each case when conflict of interest or even its suspicion arises, the relevant supervisor, the Legal and Compliance and/or HR Departments must be informed.

- *In case you face any kind of conflict of interest, or you are aware of any information that may influence one's ethical and impartial business conduct, please contact your supervisor without any delay.*

Conflicts of interest may originate from involving close relatives in business relations at another party's side or having private investments which may influence the business of TTI.

- *You must report any investments you may have in any competitors of TTI or any close relatives employed at a competitor.*

## **6. Financials**

TTI keeps its books and records in an appropriate way fully in line with the applicable laws. Any information provided to TTI may have effect on its records.

Company documents on financial transactions shall be kept in a precise and up-to-date manner. Every employee shall support the financial reporting activity and ensure that the reports reflect a timely, full and accurate picture of the business transactions. TTI's financial documents may not contain intentionally erroneous, deficient or misleading entries, data.

- *It is required to ensure that all financial data you provide is adequate, precise and punctual.*

TTI makes all possible effort to avoid any activity associated with money laundering.

## **7. Information management**

TTI handles due to its business operation personal data and business secrets.

### Personal data

TTI is aware of the protectable nature of sensitive personal data. TTI usually receives such data from customers, employees and other third persons. TTI protects such data at the highest level of standards.

- *Protecting personal data is the task of each and every employee of TTI.*

TTI may only process personal data in line with the applicable legal provisions and only to the extent necessary for the purpose of processing such data.

TTI protects all kinds of personal data by the means of available technical methods and equipment in order to avoid unauthorized access or use.

- *You must handle personal data with high confidence and safeguard any such data to the highest extent possible. No data leakage is allowed and you are not entitled to receive or process more personal data than necessary for achieving the objective of the procession of personal data. Should you have any doubts about the compliance of processing personal data with the applicable laws on privacy and data protection, contact immediately the Legal and Compliance Department.*

### Business secrets

TTI's business operation is merely based on contractual relations and internal know-how type of knowledge. All these kinds of information shall be considered as business secret and shall be protected in suitable and appropriate ways in order to prevent unauthorized access or abusive use.

- *You must bear in mind that the success of TTI's business operation, to a certain extent, is based on business secrets. You have to keep and protect all business secrets you get to know and you may only get acquainted with business secrets on a need to know basis, i.e. what is necessary for your work.*
- *Your obligation – not to disclose confidential personal data and business secrets – shall remain valid even after the termination of your employment.*

## **8. Whistleblowing**

TTI supports reporting and investigating any violation of this Code or any legal provisions in a collaborative manner, while guaranteeing the protection of the whistleblower against any form of retaliation, and is committed to adherence to the applicable laws on whistleblower protection. Please note that TTI's primary aim is to prevent breaches of law

and ethical norms and not to penalize unlawful behavior. TTI's position is that the earlier certain wrongdoings are discovered, the better we can safeguard TTI's reputation and prevent further breaches.

- *In case you are aware of any actual or alleged illegal act or omission, or other form of abuse you are entitled to report it for deeper evaluation as set out in Annex 3.*

## 9. Version history

Version No	Date	Reason of Update
1.0	18.03.2016	Creation
2.0	17.12.2023	<p>Consolidated Amendment</p> <p>As of 17 December 2023, EU-based TTI entities with 50 or more workers shall comply with the latest regulation on whistleblower protection<sup>1</sup>, which entailed the necessity to review and amend the former provisions on whistleblowing procedure and whistleblower protection to align with the new regulation.</p> <p>In addition, a general update has been made throughout the text of the Code.</p>

<sup>1</sup> In particular, the Act XXV of 2023 on complaints, public disclosures, and related rules on reporting abuses adopted in Hungary, which transposed the Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law.

## **Annex 1**

### **Anti-Corruption Compliance Guidelines**

#### **Introduction**

TTI is committed to conducting its business fairly, ethically, honestly, in accordance with all applicable laws, and without the use of corrupt practices or acts of bribery of any kind to obtain an unfair advantage. TTI has a zero-tolerance policy towards bribery and corruption, regardless of the identity or position of the originator or recipient of the bribe. This Annex sets out TTI's minimum standards to prevent acts of bribery and corruption. In case any jurisdictions have set stricter rules in their local laws or regulations than the rules set out in this Annex, the stricter rules shall prevail in the concerned jurisdictions.

Failure to comply with this Annex, whether or not this is intentional, will be regarded as a serious matter by TTI and any breach of this Annex by the employees is likely to result in disciplinary action, and appropriate action will be taken against third parties involved in the breach of this Annex, as well.

#### **What is bribery and corruption?**

Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal, unethical, a breach of trust or for the improper performance of a contract. Inducements can take the form of gifts, fees, rewards, jobs, favors or other advantages. Corruption is the misuse of entrusted power for personal gain.

In the context of this Annex, it is unacceptable for persons acting for or on behalf of TTI to:

- give, promise to give, or offer a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a (direct) business advantage already given;
- give, promise to give, or offer a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure;
- accept payment from a third party that is known to be, or suspected to have been, offered with the expectation that it will obtain a business advantage for the third party;
- accept a gift or hospitality from a third party if it is known to be, or suspected to have been, offered with an expectation that a business advantage will be provided by TTI in return;
- retaliate against or threaten a person who has refused to commit an act of bribery or who has raised concerns under this Annex.

#### **Examples**

##### *Offering a bribe*

*You offer the representative of a customer an expensive gift if the client agrees to prolong our contract after the expiry of the initial term.*

*This would be an offence as you are making the offer to gain a commercial and contractual advantage. TTI may also be found to have committed an offence because the offer has been made to obtain business for TTI. It may also be an offence for the potential client to accept your offer.*

#### *Receiving a bribe*

*A supplier gives your close relative a job, but makes it clear that in return they expect you to use your influence within TTI to ensure that TTI continues to do business with them.*

*It is an offence for a supplier to make such an offer. It would be an offence for the receiver to accept the offer as you would be doing so to gain a personal advantage.*

#### *Bribing a public official*

*You arrange for an additional payment to a public official to speed up an administrative process, such as issuance of telecommunication license or permit for right of way.*

*The offence of bribing a public official has been committed as soon as the offer is made. This is because it is made for gaining a business advantage for TTI.*

### **Contractors, consultants, agents and business partners**

TTI could be liable for the acts of people that act on our behalf. This includes contractors, consultants, agents and business partners (hereinafter “**third parties**”). All third parties should be made aware of the terms of the Code and of their obligations to comply with it. All arrangements with third parties should be subject to clear contractual terms including specific provisions requiring them to comply with minimum standards and procedures in relation to bribery and corruption. Appropriate wording in template contracts is included by the Legal and Compliance Department.

You must not engage any third party who you know or reasonably suspect of engaging in bribery. Appropriate due diligence should be undertaken before any third parties are engaged. The appropriate level of due diligence will vary depending on the circumstances and you should use your judgement on a case-by-case basis.

### **Reporting violations and requests for bribes**

If you suspect or observe anything that you think might be in contravention of this Annex, you are invited to report it. Such reports must be made in accordance with TTI’s reporting procedure (Annex 3). In accordance with TTI’s Code, any retaliation or harassment against anyone who, in good faith, raises a fact-based concern or reports a violation and/or bribe will not be tolerated.

## **Annex 2**

### **Guidelines of accepting and offering gifts and hospitality**

#### **Introduction**

The purpose of the present guidelines is to live up to the highest standards of professional ethics and to ensure the independence from all outside influence, furthermore ensure transparency of the organisation of TTI. In addition, the purpose of these guidelines is to inform you on your rights and obligations with respect to gifts and hospitality offers.

#### **What are gifts and hospitalities?**

In the context of the present guidelines gift and hospitality mean the following:

- a sum of money, any physical object, and any type of advantage with a certain value,
- the possibility to participate for free in events which are only accessible in return of payment with ascertained value (such as free tickets for concerts, conferences, sport events etc.).

#### **Accepting gifts and hospitalities**

By accepting hospitality or a gift you should not allow yourself to be influenced or be perceived by others to have been influenced in making a business decision as a consequence of accepting the gift/hospitality.

If you consider that the gift or hospitality is too valuable or might be provided as a bribe the Head of the HR Department should make the necessary steps to return the gift to the sender together with an explanation letter on TTI's policy.

If you are attending an event in business capacity, adequate level of accommodation and meals are not regarded as hospitality except if it influences or be seen by others to influence your rational business decision. Such events should be reported to the Head of the HR Department.

Where a gift or hospitality is offered, you should follow the below table to determine whether you can accept the gift/hospitality, should reject the gift/hospitality or you should consult with the Head of the HR Department before accepting it.

If you accept or refuse a gift or hospitality, you must notify the Head of the HR Department about the following:

- offering party;
- details of gift or hospitality (reason, value, description);
- whether you accepted or refused it.

<b>Value of the gift/ hospitality</b>	<b>Prior written consent required or not</b>
<b>Gifts/ hospitability up to EUR 100<sup>2</sup></b>	Prior written consent is not needed, but subject to notification to the HR Department
<b>Gifts/ hospitability up to EUR 200<sup>3</sup></b>	Prior written consent is needed
<b>Gifts/ hospitability above EUR 200<sup>4</sup></b>	Must be refused

### **Offering gifts and/or hospitality**

You may offer gifts and/or hospitality to maintain or establish good business relationships in accordance with customs commonly known at your place of work and according to the usual practice established at TTI. Gifts and hospitality should never be offered with the expectation of receiving anything in return which does not belong to the ordinary course of business relations. If you have any concern in relation to gift or hospitality you are aiming to offer please discuss it with the Head of the HR Department.

### **Consequences of non-compliance**

Failure to comply with this Annex, irrespective of whether such conduct is intentional or negligent, will be regarded as a serious wrongdoing and it is likely to result in disciplinary action, furthermore appropriate action will be taken against third parties as well.

<sup>2</sup> or the equivalent amount in local currency.

<sup>3</sup> or the equivalent amount in local currency.

<sup>4</sup> or the equivalent amount in local currency.

## **Annex 3**

### **Whistleblowing Procedure and Whistleblower Protection**

#### **1. Introduction**

1.1. By submitting a report on a Breach, as a Whistleblower you acknowledge and accept the below information on whistleblowing procedure and whistleblower protection, and the related Information on Data Processing, and you accept to adhere to the below provisions.

#### **2. Definitions**

2.1. For the purposes of this Annex 3, capitalized terms shall have the following meanings:

**"Breach"** means an illegal or allegedly illegal act or omission, other form of abuse, or a violation of behavioural rules adopted by TTI;

**"Information on Data Processing"** means the Information on Data Processing related to Whistleblowing Procedure and Whistleblower Protection attached hereto as Appendix 1, drawn up in accordance with the laws on data protection and whistleblower protection;

**"Internal Reporting Channel"** means the internal reporting channel established and maintained by TTI in compliance with the Whistleblower Protection Act with a view to receiving, handling and investigating reported Breaches;

**"Minutes"** mean a complete and accurate written record kept of an oral report;

**"Operator"** means the Legal and Compliance Department of TTI, and the attorney or external organization engaged by TTI, if any, to operate the Internal Reporting Channel and/or to conduct investigations of reported Breaches;

**"Reported Person"** means a person who presumably committed the reported Breach according to the Whistleblower;

**"TTI"** means both Türk Telekom International Group and any local entity belonging thereto, depending on the context;

**"Whistleblower"** means the person who reports a Breach to the Internal Reporting Channel;

**"Whistleblower Protection Act"** means the Act XXV of 2023 on complaints, public disclosures, and related rules on reporting abuses adopted in Hungary.

2.2. All terms used but not defined herein shall have the meaning ascribed to them in the applicable laws.

#### **3. Internal Reporting Channel**



3.1. TTI has established and maintains an Internal Reporting Channel to receive, handle and investigate reported Breaches.

3.2. The Internal Reporting Channel is operated, and the investigations are conducted by the Legal and Compliance Department. The Head of the Legal and Compliance Department may assign a legal counsel or other associate, or in complicated cases, more legal counsels or associates of the Legal and Compliance Department to conduct the investigation of a reported Breach.

3.3. TTI is also entitled to engage an attorney who specializes in whistleblower protection or other impartial external organization having appropriate expertise in whistleblower protection and/or conducting whistleblowing procedures in accordance with the provisions of the Whistleblower Protection Act at any time for (i) the operation of the Internal Reporting Channel, and/or (ii) the investigation of reports.

#### **4. Whistleblowers**

4.1. The following persons are entitled to report a Breach in good faith to the Internal Reporting Channel, provided (i) they have reasonable grounds to believe that the information on the reported Breach is true at the time of reporting, and (ii) they acquired information on the Breach in the context of their current or past work-related activities (including paragraph g) below):

- a) employees of TTI;
- b) self-employed contractors of TTI;
- c) shareholders of TTI, and persons belonging to the administrative, management or supervisory body of TTI, including non-executive members;
- d) persons working under the supervision and direction of contractors, sub-contractors, suppliers and agents of TTI;
- e) volunteers and trainees of TTI;
- f) those persons whose employment, contractual or other legal relationship with TTI as per paragraphs a)-e) above has already terminated; and
- g) those persons who wish to have an employment, a contractual or other legal relationship with TTI as per paragraphs a)-e) above, with respect to whom the recruitment process or other pre-contractual negotiation has already begun.

#### **5. Forms of and time limit for reporting**

5.1. A Breach may be reported in good faith to the Internal Reporting Channel

- a) in writing by sending an e-mail to [compliance@turktelekomint.com](mailto:compliance@turktelekomint.com) addressed to the attention of the Legal and Compliance Department (24/7/365),
- b) by calling the phone number **+36 70 930 9029** (9:00-17:00 CET, Monday-Friday, except public holidays), or
- c) in person at the Legal and Compliance Department located at Edison u. 2., 2040 Budaörs, Hungary (9:00-17:00 CET, Monday-Thursday, except public holidays)

The above contact details may be updated from time to time.

5.2 In the event that a Breach is reported by phone or in person, the oral report shall be put in writing by preparing Minutes, a counterpart of which shall be given to the Whistleblower. The Whistleblower is entitled to verify and/or rectify the Minutes before its acceptance by putting a signature thereon. The Whistleblower's attention shall be drawn to

- a) the consequences of reporting in bad faith,
- b) the procedural rules applicable to the investigation of the report,
- c) the fact that his/her identity, if given, will be treated as confidential during each phase of the investigation.

5.3 In the event that a Breach is reported in writing, the Whistleblower shall be notified of the acknowledgment of the receipt of the report within 7 (seven) days, along with general information relating to the procedural and privacy rules of this Annex, including the Information on Data Processing hereto, and the applicable law.

5.4 A Breach may be reported within 30 (thirty) days from the date on which it has come to the Whistleblower's attention, but no later than 6 (six) months from the date on which the Breach was presumably committed. Failure to meet these time limits, might result in setting aside the investigation of a report based on paragraph d) of Clause 6.3 below.

## **6. Investigation**

6.1. The report shall be investigated as soon as reasonably practicable under the circumstances, but no later than 30 (thirty) days from the receipt of the report. This time limit may be extended in particularly justified cases. The Whistleblower shall be notified of the extension, including its reasons and the predicted date of the end of the investigation. In case of an extension, the time limit for the investigation shall be no longer than 3 (three) months from the receipt of the report.

6.2. The Operator will liaise with the Whistleblower during an investigation and may request him/her to supplement or rectify his/her report, clarify the facts of the case, or disclose further information by giving reasonable notice. The burden of demonstrating the facts of the case is borne by the Whistleblower.

6.3. Investigation of a report may be set aside in the following cases:

- a) the Whistleblower cannot be identified,
- b) a Breach was reported by a person other than the permitted Whistleblowers listed in Clause 4.1. hereof,
- c) the report is repetitive (i.e., identical, with respect to its content, to a former report submitted by the same Whistleblower),
- d) the violation of the public interest or an overriding private interest would not be proportionate to the restriction of rights of the Reported Person as a result of the investigation.

6.4. The Operator will notify the Whistleblower in writing if the investigation of a report is set aside, including its reasons, unless the Operator has orally informed the Whistleblower thereof, and such oral notification was acknowledged by the Whistleblower.

6.5. At the beginning of the investigation, the Reported Person will be notified in detail of the report, his/her rights pursuant to the rules on data protection, and the applicable privacy rules related to the procession of his/her personal data. The latter may be performed by referring to or attaching the Information on Data Processing hereto. In particularly justified cases, the Reported Person might be notified later if a prompt notification jeopardized the investigation of the report. In accordance with the requirement of fair procedure, the Reported Person shall have the right to state his/her position by himself/herself or through his/her legal representative and provide supporting evidence.

6.6. During an investigation, the Operator evaluates whether the circumstances contained in the report are founded, and if so, takes those actions which are suitable to cure or cease the Breach. If initiation of a criminal procedure seems justified based on the Whistleblower's report, a crime report shall be filed. In case the Breach does not qualify as a crime or an infraction, but violates the law or the behavioural rules adopted by TTI, TTI may take disciplinary action against the Whistleblower who submitted the report in bad faith.

6.7. The Operator notifies the Whistleblower in writing of the result of the investigation, and the planned or taken actions, unless the Operator has orally informed the Whistleblower thereof, and such oral notification was acknowledged by the Whistleblower.

## **7. Prohibition of retaliation**

7.1. TTI safeguards that all Whistleblowers under Clause 4.1. who report a Breach in good faith to the Internal Reporting Channel will be protected against any form of retaliation as a result of, or in connection with reporting the Breach.

7.2. If a reported Breach (i) falls within the scope of any of the EU laws outlined in Annexes 1 and 2 of the Whistleblower Protection Act, or of any laws aiming at implementing these EU laws or serving the compliance therewith, or (ii) the Whistleblower assumes on reasonable grounds that at least one of the conditions of (i) is met, the Whistleblower as per Clause 4.1. may become eligible for special protection against retaliation in accordance with Sections 41-49 of the Whistleblower Protection Act.

#### **8. Special privacy rules applicable to whistleblowing procedure and whistleblower protection**

7.1. Within the Internal Reporting Channel, personal data of (i) the Whistleblower, (ii) the Reported Person, and (iii) the person who might have relevant information of the content of the report shall be processed as laid down in Appendix 1 (Information on Data Processing) hereto.

## Appendix 1

### Information on Data Processing related to Whistleblowing Procedure and Whistleblower Protection

#### 1. Objective and scope

1.1. This Information on Data Processing related to Whistleblowing Procedure and Whistleblower Protection (hereinafter the “**Information on Data Processing**”) serves to inform whistleblowers, persons affected by a report, other persons who might have relevant information of the reported act, and the legal representatives thereof, as data subjects (hereinafter each a “**Data Subject**”, and together the “**Data Subjects**”) of the procession of their personal data and the rights they have in connection therewith, and applies to all data processing activities regarding the handling and investigation of a report of an illegal, or allegedly illegal act or omission, other form of abuse, or a violation of behavioral rules adopted by the employer aiming at protecting the public interest or an overriding private interest (hereinafter together the “**Breach**”).

1.2. This Information on Data Processing shall be an integral part of Annex 3 “Whistleblowing Procedure” of the Code of Ethics and Conduct of Türk Telekom International Group (hereinafter “**TTI**”).

1.3. This Information on Data Processing has been drawn up in compliance with the provisions of the applicable laws on whistleblower protection, privacy and data protection, in particular

- a) the Act XXV of 2023 on complaints, public disclosures, and related rules on reporting abuses (hereinafter the “**Whistleblower Protection Act**”);
- b) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 26 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter the “**GDPR**”).

1.4. The terms used but not defined in this Information on Data Processing shall have the meaning ascribed to them in the applicable laws, in particular in those referred to above.

#### 2. Data controller

2.1. In relation to the procession of personal data of Data Subjects, **Türk Telekom International HU Kft.** having its registered office at Edison u. 2, 2040 Budaörs, Hungary, registered with the Company Registry Court of Budapest Environs Regional Court under 13-09-124800; tax number: 14557592-2-13 (hereinafter “**TTI HU**”) shall be considered as data controller, hence responsible for the lawful processing of personal data provided by the Data Subjects or obtained in the context of handling and investigating reports.

2.2. All inquiries and requests in relation to data privacy in whistleblowing procedures (e.g., exercise of rights outlined in this Information on Data Processing) shall be sent to

[gdpr@turktelekomint.com](mailto:gdpr@turktelekomint.com), addressed to dr. Csaba András LL.M., Legal and Compliance Manager, Legal and Compliance Department.

### **3. Purposes and legal basis**

3.1. TTI HU processes personal data of Data Subjects only for the purposes of handling and investigating reports and curing or stopping the Breaches contained therein.

3.2. The legal basis of processing personal data of Data Subjects shall be the legitimate interest of TTI HU (Subparagraph (f) of Article 6(1) of the GDPR) to provide and maintain a safe and ethical environment at work in compliance with the mandatory provisions of the Whistleblower Protection Act, where (i) everyone feels free to speak up without being afraid of any retaliation or harassment, (ii) reports made in good faith are duly investigated in fair procedures by guaranteeing the hearing of each party involved, and (iii) committed Breaches are ceased and remedied.

### **4. Processed personal data and the duration of data procession**

4.1. Procession is limited to personal data which is mandatorily necessary for the purposes set forth in Clause 3.1. Personal data is either directly acquired by TTI HU from Data Subjects whom the personal data relates to, or indirectly from other Data Subjects (e.g., personal data provided by the Whistleblower, which relates to the person who is presumably committed the reported Breach). Such personal data include the following:

- a) first and last name,
- b) position or title,
- c) contact details necessary for correspondence and other forms of communication (particularly phone number, mobile number, e-mail address, home address)
- d) local TTI entity to which the report relates,
- e) current or former employment, contractual or other legal relationship a Data Subject has or had with the local TTI entity, and the employment, contractual or other legal relationship therewith which is yet to commence, but with respect to which the recruitment process or other pre-contractual negotiation has already begun,
- f) other personal data provided by the Data Subjects and relating to the Whistleblower, the reported person, or any other persons who might have relevant information of the reported Breach.

4.2. All personal data processed within the internal reporting channel other than that set forth in Clause 4.1. shall immediately be deleted.

4.3. Personal data of a Data Subject may not be published without the consent of the Data Subject.

4.4. No personal data is processed and retained longer than necessary for the purposes set forth in Clause. 3. Personal data shall be deleted

- a) 30 days after the whistleblower was informed of setting aside an investigation;
- b) after the limitation period pursuant to the statute of limitations lapsed following the end of an investigation;
- c) after a competent court or other authority rendered a final and binding judgement or decision, which may not be subject to any further ordinary or extraordinary remedy, in a procedure initiated or launched as a result of, or in connection with a reported Breach;
- d) after the period of the applicable statutory data retention obligation which TTI HU is subject to, as the case may be, lapsed.

4.5. Failure to provide personal data which enables TTI HU to identify the whistleblower might result in setting aside the investigation of the reported Breach.

4.6. No special categories of personal data within the meaning of Article 9(1) of the GDPR are processed within the internal reporting channel.

## **5. Data transfer, recipients and categories of recipients of personal data**

5.1. TTI HU safeguards that no personal data will be made known to anyone other than those who are permitted to know it as per this Information on Data Processing.

5.2. Personal data may only be transferred to the following recipients:

- a) to departments and colleagues of TTI other than the Legal and Compliance Department and the manager, legal counsels and associates belonging thereto, only in cases where such data transfer is mandatorily necessary for the purposes of conducting an investigation. This restriction only applies to information contained in a report and information relating to the Whistleblower, and is only applicable until the end of the investigation or the initiation of impeachment based thereon, but it is without prejudice to the notification provided to the reported person as per Clause 5.5. of Annex 3 and to the commencement of an investigation,
- b) to attorneys or external organizations as data processors engaged by TTI to operate the internal reporting channel or to conduct investigations,
- c) to a competent court or authority which conducts a procedure as a result of, or in connection with the reported Breach, provided that (i) the court or authority is entitled to process such personal data based on law, or (ii) the Data Subject has given its consent to the transfer of his/her personal data.

5.3. Notwithstanding the foregoing, if it emerged that the whistleblower had acted in bad faith and provided untrue data or information, and consequently,

- a) such circumstances arise which imply that a crime or an infraction had been committed, then personal data of the whistleblower shall be transferred to the competent court, authority or person;
- b) it can duly be substantiated, that the whistleblower had illegally caused damage or other legal injury to a third person, then, at the request of the person entitled to initiate the relevant proceedings, personal data of the whistleblower shall be transferred to the competent court, authority or person.

## **6. Personal data obtained from third parties**

6.1. For the purposes outlined in Clause 3 above, TTI HU may collect and otherwise process personal data collected and/ or received among others from:

- publicly available registries (e.g. company registry);
- data published by any statistical authorities;
- data collected and analyzed by professional entities on business conditions.

## **7. Data transfer outside the EEA and to international organizations**

7.1. Personal data may only be transferred outside the EEA, in particular to one of the local TTI entities listed in Clause 7.3. below, where a legal commitment has been made by the recipient of such data transfer, in which the recipient undertook to adhere to the provisions of the Whistleblower Protection Act, and such transfer of personal data outside the EEA shall be subject to one of the following conditions:

- a) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;
- b) there are appropriate safeguards in place pursuant to Article 46 of the GDPR;
- c) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

7.2. No personal data processed within the internal reporting channel is to be transferred to international organization.

7.3. For the purposes of this Information on Data Processing, the term “local TTI entity” includes the following:

- Türk Telekom International AT GmbH
- Türk Telekom International HU Kft.
- EUROWEB ROMANIA S.R.L.
- Türk Telekom International BG EOOD



- Türk Telekom International CZ s.r.o.
- Türk Telekom International SK, s.r.o.
- Türk Telekom International S.R.L.
- Türk Telekom International d.o.o.
- Türk Telekom International, telekomunikacije d.o.o.
- Türk Telekom International MKD DOOEL
- Turk Telekom International RU LLC
- Türk Telekom International UA, LLC
- Türk Telekom International SRB d.o.o.
- TT International Telekomünikasyon Sanayi ve Ticaret Limited Şirketi
- Türk Telekom International HK Ltd

## **8. Automated decision-making and profiling**

8.1. No automated decision-making, including profiling, takes place in connection with the processing of personal data.

## **9. Rights of Data Subjects in connection with the processing**

9.1. Under the GDPR and the Whistleblower Protection Act, and in line with the requirements stipulated therein, the Data Subject has the following rights:

- access:** the Data Subject has the right to obtain information relating to the processing of his/her personal data, and to receive a copy of the personal data processed by TTI HU. Notwithstanding the foregoing, should the report relate to a natural person, the whistleblower's personal data may not be made known to such natural person, when it exercises its right to request information and access to personal data in accordance with privacy laws;
- rectification:** the Data Subject has the right to demand rectification of his/her personal data;
- erasure:** the Data Subject has the right to request erasure of his/ her personal data;
- restriction:** the Data Subject may claim restriction of processing of his/ her personal data;
- withdraw of consent:** where data processing is based on the Data Subject's consent, the Data Subject is allowed to withdraw his/her consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal;
- data portability:** to the extent specified in the GDPR, the Data Subject has the right to receive the personal data concerning him/her, which he/she has provided to a controller, in a structured, commonly used and machine-readable format and has the right to transmit those

data to another controller without hindrance from the controller to which the personal data have been provided;

g) **not to be subject to a decision based solely on automated processing:** to the extent specified in the GDPR, the Data Subject has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him/her or similarly significantly affects him/her;

h) **object** on grounds relating to the Data Subject's particular situation, at any time to processing of personal data concerning him/her which is based on Subparagraph e) or f) of Article 6(1) of the GDPR, including profiling based on those provisions.

9.2. To exercise the above rights Data Subjects may send their request to the address/availabilities of TTI HU as outlined in Clause 2 above.

9.3. TTI HU shall provide the Data Subject with information on actions taken based on a request without undue delay and in any event within 1 (one) month from the receipt of the request. That period may be extended by 2 (two) further months where necessary, taking into account the complexity and the number of the requests. TTI HU shall inform the Data Subject of any such extension within 1 (one) month from the receipt of the request, together with the reasons for the delay. Where the Data Subject makes the request by electronic means, the information shall also be provided by electronic means where possible, unless otherwise requested by the Data Subject.

9.4. Information to the Data Subject and any actions taken shall be provided free of charge. Where requests from a Data Subject are manifestly unfounded or excessive, in particular because of their repetitive character, TTI HU may either: (a) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or (b) refuse to act on the request. TTI HU shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request.

9.5. When TTI HU has reasonable doubts concerning the identity of the natural person making the request referred to above, TTI HU may request the provision of additional information necessary to confirm the identity of the Data Subject.

## **10 Possible legal remedies**

10.1. In case of an infringement of his/her rights, the Data Subject may file a claim against TTI HU with the regional court having territorial jurisdiction. TTI HU shall prove that the processing complied with the applicable laws. The action may be brought before the regional court having territorial jurisdiction over his/her domicile or place of residence, according to his/her choice.

10.2. TTI HU shall compensate the Data Subject for the damage caused to him/her by the unlawful processing of personal data of the Data Subject or by the infringement of data security requirements. TTI HU shall be exempted from liability if it can prove that the damage was unavoidable, and the causes were out of the scope of data processing. Damage which was due to the Data Subject's deliberate or grossly negligent behavior shall not be compensated.

10.3. The Data Subject shall also have the right to lodge a complaint with the National Authority of Data Protection and Freedom of Information (postal address: 1363 Budapest, Pf. 9., address: Falk Miksa u. 9-11., 1055 Budapest, phone number: +36 (1) 391-1400; telefax: +36 (1) 391-1410; e-mail: [ugyfelszolgat@naih.hu](mailto:ugyfelszolgat@naih.hu); website: [www.naih.hu](http://www.naih.hu)).