

PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL

- a. These terms and conditions ("Purchase Terms") are incorporated by reference into the purchase agreement concluded between MAPFRE SİGORTA A.Ş., whose registered office is located at Fulya, Büyükdere Cad. Torun Center 74/D, 34281 Şişli/İstanbul ("MAPFRE" and/or "BUYER"), and the Supplier, or into any other written agreement executed in relation to the purchase of goods and/or services. The products or services (collectively referred to as the "Performance") shall be purchased in accordance with the terms and conditions specified in this order, and these conditions shall be binding on all SUPPLIERS of goods and services to any company within the MAPFRE Group.
- b. Unless a separate agreement is signed between the authorized representatives of MAPFRE and the SUPPLIER, these Purchase Terms shall supersede and invalidate all prior oral or written communications between the Parties relating to the subject matter of the order.
- c. Any terms or conditions of the SUPPLIER that conflict with or differ from these conditions, as well as any other general business terms, shall not be accepted. Conflicting or differing terms and conditions shall only be valid if MAPFRE has expressly accepted such conditions in writing in advance for each individual case. This provision shall apply even if MAPFRE accepts goods and/or services with knowledge of the SUPPLIER's general business terms.

2. SUPPLIER'S OFFER

- a. The SUPPLIER shall prepare its offer in accordance with MAPFRE's request for quotation. The offer shall be prepared and submitted free of charge. The offer shall not create any obligation for the potential BUYER. Cost estimates shall only be charged if expressly agreed in advance.
- b. Unless otherwise agreed by the PARTIES on a case-by-case basis, if third-party costs and expenses are to be reimbursed, they must be specified in the offer and itemized by quantity, including unit and total prices.

3. PURCHASE ORDER

- a. The SUPPLIER shall review each purchase order received from MAPFRE for any apparent errors, ambiguities, omissions, and the suitability of the specifications selected by MAPFRE for their intended purpose. The SUPPLIER shall immediately notify MAPFRE of any changes or clarifications required in the purchase order.
- b. Each purchase order and/or any modified purchase order rejecting the SUPPLIER's previous offer must be confirmed in writing by the SUPPLIER. Commencement of performance of the purchase order by the SUPPLIER shall constitute explicit acceptance of the offer by the SUPPLIER.
- c. MAPFRE reserves the right to request changes to the goods or services to be supplied even after the execution of the Agreement, provided that such changes can reasonably be expected to be implemented by the SUPPLIER. In such changes to the Agreement, the effects on both parties shall be taken into account, particularly any increases or decreases in costs and the impact on the schedule, which shall be duly considered.

4. PERFORMANCE OF SERVICES BY THE SUPPLIER AND SUBCONTRACTORS

- a. The SUPPLIER shall perform the services itself or ensure that they are performed by third parties integrated into its business organization, under its sole responsibility. The SUPPLIER may only use subcontractors upon MAPFRE's prior express approval. If the Buyer approves the use of subcontractors, such subcontractors shall be engaged by the SUPPLIER in its own name and on its own account. The SUPPLIER shall be solely and fully liable for any contractual breaches by its subcontractors and/or integrated third parties and shall indemnify MAPFRE in full, upon first request, against any damages arising therefrom.
- b. If the performance of the service takes place at MAPFRE's premises, the SUPPLIER shall comply with the security and administrative requirements applicable to external companies at the relevant premises and/or with the applicable internal operating regulations. The SUPPLIER shall also comply with all other requirements communicated to the SUPPLIER at the premises. If the SUPPLIER considers these requirements unreasonable, it shall immediately notify MAPFRE of its objections.
- c. The SUPPLIER shall be solely responsible for all contractual, legal, statutory, and professional obligations towards the individuals engaged in the performance of the service. The SUPPLIER shall hold MAPFRE fully harmless against any claims that may be brought against MAPFRE arising from breaches of the aforementioned obligations. This indemnity obligation shall apply in particular to salary and/or wage payments and/or any other payment obligations arising from employment or service relationships (such as social security contributions). This provision shall also apply to any claims arising from the hiring of employees from external sources for remuneration. The SUPPLIER shall indemnify the Buyer in full, upon first request, for any damages arising from the matters specified in this clause.
- d. The SUPPLIER shall inform MAPFRE immediately if a situation arises in which the SUPPLIER's work could be deemed as false self-employment by MAPFRE or if the performance of the service by the SUPPLIER could be classified as subcontracted labor.
- e. The SUPPLIER shall ensure compliance with the applicable statutory provisions regarding minimum wage. The above requirement shall apply in particular to statutory documentation obligations. The above requirement shall also apply if the SUPPLIER engages a subcontractor for these services.

5. TIME OF PERFORMANCE AND DELIVERIES

- a. If a specific period for performance has been stipulated, unless otherwise agreed, such period shall commence upon receipt of the purchase order by the SUPPLIER.
- b. As soon as the SUPPLIER becomes aware that it will no longer be able to fulfill its contractual obligations in whole or in part or on time, it shall immediately notify MAPFRE in writing, stating the reasons for the delay and the estimated duration thereof. Failure to provide such notice shall prevent the SUPPLIER from invoking the impediment as a reason for delay against MAPFRE.
- c. If the SUPPLIER fails to perform its obligations within the stipulated period, it shall be liable in accordance with the Turkish Code of Obligations No. 6098 ("TCO/TBK") and applicable laws and regulations. In addition, in the event of delays in performance or

delivery, MAPFRE shall be entitled, after prior written notice to the Supplier and provided that the Supplier is responsible for the delay, to impose a contractual penalty of 5% of the purchase order amount for each week of delay or part thereof, up to a maximum of 20% of the purchase order amount. Any contractual penalty paid under this provision shall be recorded as compensation for delay in performance payable by the SUPPLIER. The contractual penalty may be claimed without any set-off until the due date of the final payment.

- d. Partial services and/or deliveries shall only be accepted by express agreement.
- e. If a delivery date has been stipulated, MAPFRE reserves the right to return goods delivered early at the SUPPLIER's expense. If MAPFRE decides not to return early deliveries, the goods shall be stored at the SUPPLIER's expense and risk until the specified delivery date.

6. PLACE OF PERFORMANCE

The place of performance for all claims arising from this Agreement shall be determined by MAPFRE.

7. COOPERATION BY THE BUYER

- a. MAPFRE shall provide the cooperation stipulated in the Agreement. Unless otherwise agreed in writing by the Parties, such cooperation shall constitute an obligation.
- b. If MAPFRE fails to provide the required cooperation services or does not provide them adequately, the SUPPLIER shall immediately notify MAPFRE in writing of the deficiency. Failure by the SUPPLIER to provide such notice shall prevent MAPFRE from being deemed to have breached its cooperation obligation, and the SUPPLIER shall not be entitled to claim lack of cooperation.

8. ACCEPTANCE

- a. Acceptance of the Performance shall be subject to reasonable inspection by MAPFRE at any time, regardless of any prior payment or inspection. If any item to be delivered does not comply with the terms of this Agreement, MAPFRE may, without limiting its other rights and at the SUPPLIER's risk and expense, require the SUPPLIER to:
 - i. Immediately repair, replace, or re-perform the rejected item; or
 - ii. Refund the price of the rejected item.
- b. The rejected Performance shall be held at the SUPPLIER's risk until collected by the SUPPLIER. Acceptance of the Performance by MAPFRE, or inspection during production or prior to delivery, or acceptance of the service shall not relieve the SUPPLIER of its responsibility to deliver goods or provide services in compliance with the terms of this Agreement.
- c. If the defect in the Performance is apparent at the time of delivery/acceptance, MAPFRE shall notify the SUPPLIER within ten (10) days. If the defect is not apparent, MAPFRE shall inspect or have the Performance inspected within sixty (60) days after receipt/acceptance and, if the Performance is found to be incomplete or defective, shall notify the SUPPLIER within this period to preserve its rights. In cases where the relevant Performance is procured from the SUPPLIER for resale or allocation to an end user, or for use, provision, etc., these periods shall be sixty (60) and one hundred eighty (180) days, respectively.

9. PRICES

Unless expressly agreed otherwise in writing by the Parties, prices shall be fixed, maximum, and final, and shall not be indexed, updated, or adjusted for any changes in costs. Prices shall include all costs and expenses incurred by the SUPPLIER for the provision of the Performance, obtaining permits, acquiring third-party rights, and shipment, including VAT and any other applicable taxes, for which the SUPPLIER shall be solely responsible.

10. TAXES

Each Party shall bear its own direct and indirect tax obligations in accordance with applicable law. MAPFRE reserves the right to withhold taxes from all payments made to the SUPPLIER as required by applicable law. The SUPPLIER shall provide MAPFRE with any forms or other documents reasonably requested by MAPFRE to reduce or exempt such taxes or to enable MAPFRE to comply with its legal obligations regarding such taxes.

11. INVOICES

- a. Invoices shall include the purchase order number specified in the purchase order and shall detail the components of the goods or services. Invoices shall also comply with the language, item sequence, and prices specified in the purchase order. Any additional or reduced goods or services shall be separately listed on the invoice.
- b. Payment shall be made in the currency specified in this Agreement. Payment shall not release the SUPPLIER from its contractual or legal obligations or liabilities, nor shall it limit MAPFRE's rights of inspection, acceptance, set-off, or other rights
- c. For invoices not issued in local currency, the conversion rate between the foreign currency and local currency or the VAT amount in local currency shall be indicated.
- d. If the Parties have agreed in writing that out-of-pocket expenses, third-party service costs, and other expenses shall be reimbursed by MAPFRE, such expenses shall be itemized on the invoice by quantity, unit, and total price, and supported by copies of the relevant invoices or receipts
- e. Payment periods shall commence from a specific date, provided that goods have been received or accepted and, in any case, not before receipt of the invoice and, if applicable, delivery of analysis certificates and/or production documents
- f. The SUPPLIER shall not issue any invoice for the Performance until the Performance has been completed and delivered to MAPFRE. MAPFRE shall not be obliged to make any payment for any item until a correct invoice has been sent to the "invoice address" specified in this Agreement or, if no invoice address is specified, to MAPFRE's business address. Payment periods shall commence upon receipt of a correct invoice. Payment shall be made to the Supplier within thirty (30) days after receipt of a correct invoice or within such other period as may be agreed in writing by the Parties.
- g. In the event of defective deliveries, MAPFRE shall have the right to withhold payment proportionately until proper performance is provided.
- h. Payment shall not constitute acceptance of terms, conditions, or prices. The payment date shall not affect the commencement of warranty periods and shall not imply unrestricted acceptance of the delivered product or waiver of potential warranty claims.

12. WARRANTIES

The SUPPLIER represents and warrants that:

- i. Upon completion and delivery and for one (1) year thereafter (or for the period specified by applicable law, whichever is longer), all Performance shall be free from defects and shall comply with the terms of this Agreement as well as all written plans, descriptions, samples, or models provided by MAPFRE;
- ii. Upon completion and delivery and for one (1) year thereafter, all Performance shall be of merchantable quality, fit for its intended purpose, new, and not refurbished or repaired;
- iii. All services shall be provided in a good and workmanlike manner by qualified personnel;
- iv. Upon completion and delivery, the Performance shall comply with applicable laws, rules, regulations, decrees, and orders;
- v. Except as expressly stated otherwise in this Agreement, MAPFRE shall receive legal and valid title to all Performance, free of charge and free from all liens, encumbrances, security interests, and other restrictions;
- vi. The SUPPLIER has the necessary rights, experience, and has obtained the necessary advice to enter into and fully perform this Agreement;
- vii. Upon completion and delivery, none of the Performance, nor its supply, use, or sale, shall infringe any third-party rights, including patents, trademarks, trade secrets, copyrights, contractual or other rights;
- viii. The SUPPLIER shall pay all applicable taxes and withholding taxes related to the individuals engaged in the Performance and shall verify that such individuals are legally authorized to work in the country where the work is performed; and
- ix. The SUPPLIER shall notify MAPFRE of any situation or transaction that may create a conflict of interest with MAPFRE's interests.

13. TERMINATION BY THE BUYER WITHOUT JUST CAUSE

MAPFRE may terminate this Agreement, in whole or in part, at any time without just cause by providing written notice to the SUPPLIER, which shall take immediate effect. If either Party breaches any warranty, representation, or obligation under this Agreement and fails to remedy such breach within fifteen (15) days after receiving written notice of the breach from the other Party, the other Party may terminate this Agreement. Upon termination, the SUPPLIER shall cease all work, return all copies of MAPFRE's data, records, or other materials, and comply with MAPFRE's reasonable instructions regarding ongoing work. If this Agreement is terminated in whole or in part without just cause, the SUPPLIER's sole remedy shall be to receive payment for work performed on the Performance up to the date of termination.

14. INDEPENDENCE

The Parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or representative relationship between the Parties. Neither Party is granted any right or authority to assume any obligation for the other Party, create any liability against the other Party, or bind the other Party in any manner. The SUPPLIER shall fulfill its obligations under this Agreement with trained personnel and acknowledges that MAPFRE has

no labor relationship, right, power, authority, or duty to select, assign, manage, dismiss, supervise, or otherwise direct any employees, agents, subcontractors, or their employees of the SUPPLIER. The SUPPLIER shall defend, indemnify, and hold MAPFRE harmless against any claims based on allegations that the SUPPLIER's employees, agents, subcontractors, or their employees worked for MAPFRE.

15. PUBLIC DISCLOSURE

Except as required by law or with MAPFRE's prior written consent, the SUPPLIER shall not (i) disclose the existence or terms of this Agreement or the existence of a relationship between the PARTIES to any other party; and (ii) use the corporate names or trademarks of MAPFRE or its parent companies, affiliates, or subsidiaries.

16. AMENDMENT AND WAIVER

Any amendment, modification, waiver, or release of this Agreement shall only be valid if made in writing, referencing this Section, and signed by an authorized representative of the Party against whom enforcement is sought. Failure by either Party to enforce any provision of this Agreement or to waive any breach shall not affect that Party's right to enforce the terms of this Agreement. Any amendment, modification, or waiver made otherwise shall be null and void.

17. OTHER POLICIES AND REQUIREMENTS:

The SUPPLIER shall comply with all other policies and conditions available at www.mapfre.com.tr as of the Effective Date, which shall be incorporated into this Agreement or documented as required by applicable law. The SUPPLIER shall also comply with all other mutually agreed policies and requirements

18. INSURANCE

The SUPPLIER shall, at its own expense, maintain adequate liability insurance in an amount standard for its industry to cover damages arising from services performed or goods delivered, or from work or services performed by its personnel or subcontractors, or goods owned by them. Evidence of insurance coverage shall be provided to MAPFRE upon request. Broader indemnity claims exceeding the insurance coverage to which MAPFRE is entitled shall remain unaffected.

19. CONFIDENTIALITY

- a. Confidential Information: Each Party ("Disclosing Party") expects to disclose or allow observation of information to the other Party ("Receiving Party") to advance the relationship between them ("Purpose"). Only the following information shall be considered confidential ("Confidential Information"):
 - i. Information marked or designated as confidential by the Disclosing Party;
 - ii. Information not marked or designated as confidential but which a reasonable person would understand to be confidential under the circumstances; and
 - iii. The fact that the Parties are assisting each other for the Purpose.

b. Obligations:

The Receiving Party shall:

- i. Limit disclosure of Confidential Information to employees who need to know such information for the Purpose;

- ii. Not disclose Confidential Information to third parties (except as permitted below);
- iii. Use Confidential Information solely for the Purpose; and
- iv. Upon written request of the Disclosing Party or upon termination or expiration of this Agreement, return, destroy, or delete all Confidential Information (including copies) within thirty (30) days; provided, however, that the Receiving Party may retain one copy in its archives as a record of its obligations under this document.

c. Permitted Disclosures:

The Receiving Party may disclose Confidential Information to its subcontractors, officers, shareholders, and contractors who:

- i. Need to know the Confidential Information to assist the Receiving Party or act on its behalf in connection with the Purpose or to exercise its rights under this Agreement;
- ii. Have been informed by the Receiving Party of the confidential nature of the information; and
- iii. Are subject to confidentiality obligations at least as strict as those in this Agreement; provided that the Receiving Party shall remain liable for any breach of this Agreement by such persons.

d. The Receiving Party may disclose Confidential Information when required by law or by order of governmental authorities; provided that, in such case, the Receiving Party shall: i. Promptly notify the Disclosing Party; ii. Cooperate reasonably with the Disclosing Party's efforts to object to or limit the scope of disclosure; and iii. Disclose only the Confidential Information required to be disclosed.

e. Exceptions: The obligations under this Confidentiality Section shall not apply to information that: i. Becomes public without breach of this document by the Receiving Party; ii. Was already known to the Receiving Party at the time of receipt, as evidenced by records; iii. Is lawfully obtained later from a third party without breach of this document; iv. Is independently developed by the Receiving Party without reference to the Disclosing Party's information; or v. Is disclosed by the Disclosing Party or its parent, affiliate, or subsidiary to a third party without confidentiality obligations.

f. The obligations under this Confidentiality Section shall remain in effect for five (5) years after termination or expiration of this Agreement; provided that, for Confidential Information that remains a trade secret at the end of such period, the obligations shall continue until such information ceases to be a trade secret.

Surviving Provisions: Provisions that by their nature should survive termination or expiration of this Agreement, including those relating to warranties, intellectual property rights, confidentiality, publicity, indemnification, and governing law and jurisdiction, shall remain in effect after termination or expiration for any reason.

20. APPLICABLE LAW AND JURISDICTION

This Agreement, its interpretation, and any disputes arising from this Agreement shall be governed by Turkish law, without regard to conflict of law principles. The courts and enforcement offices of Istanbul Çağlayan shall have exclusive jurisdiction.

21. OWNERSHIP OF INTELLECTUAL PROPERTY

- a.** The SUPPLIER shall retain ownership of all creative ideas, designs, developments, inventions, works created, know-

how, or work results ("WORKS AND INVENTIONS") and Intellectual Property ("IP") rights owned by the SUPPLIER prior to the AGREEMENT DATE, and shall own all WORKS AND INVENTIONS and IP rights created by or on behalf of the SUPPLIER (collectively, "SUPPLIER IP") unless they are created as a direct result of the SERVICES

- b.** The SUPPLIER grants MAPFRE a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and sublicensable license to use, copy, maintain, support, modify, enhance, or further develop the SUPPLIER IP in any manner and fully benefit from the SERVICES and the products resulting therefrom.
- c.** The SUPPLIER shall provide MAPFRE with tangible embodiments of the SUPPLIER IP in any form reasonably requested by MAPFRE. MAPFRE shall retain ownership of all WORKS AND INVENTIONS and IP rights owned by MAPFRE prior to the AGREEMENT DATE and shall own all WORKS AND INVENTIONS and IP rights created by or on behalf of the SUPPLIER as a direct result of the SERVICES (collectively, "MAPFRE IP"). MAPFRE IP created by the SUPPLIER shall, to the extent applicable under copyright law, be considered works made for hire. If not considered works made for hire, the SUPPLIER shall assign to MAPFRE, to the fullest extent permitted by law, all rights in MAPFRE IP on a royalty-free, worldwide, perpetual, and irrevocable basis. Where such assignment is not legally permitted, the SUPPLIER shall grant MAPFRE, to the fullest extent permitted by law, an exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sublicensable, and unrestricted license to use such SUPPLIER IP.
- d.** The SUPPLIER shall execute all documents reasonably required by MAPFRE to document MAPFRE's rights in MAPFRE IP or to secure or perfect any IP rights related to MAPFRE IP.

22. INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT AND PROCEDURE FOR THIRD-PARTY IP CLAIMS

The SUPPLIER shall, at its own expense, defend, indemnify, and hold MAPFRE harmless against all CLAIMS arising from or related to any GOODS/SERVICES or any part thereof alleged to infringe, violate, or misappropriate third-party IP rights. If the GOODS/SERVICES or any part thereof are or are likely to become the subject of an IP infringement, violation, or misappropriation claim, the SUPPLIER shall, at its own expense, promptly take necessary measures in the following order of priority: (a) secure the rights necessary for continued use of the GOODS/SERVICES or relevant parts; or (b) renew or modify the GOODS/SERVICES or relevant parts to eliminate infringement, provided that such renewal or modification does not reduce the performance or quality of the GOODS/SERVICES.

23. DATA PROTECTION

- a.** For the purposes of this Agreement, the definitions set forth in the legislation of Law No. 6698 on the Protection of Personal Data shall apply.
- b.** Each Party shall at all times comply with its respective obligations under applicable data protection laws and regulations (including, but not limited to, Law No. 6698 on the Protection of Personal Data).
- c.** Pursuant to Article 11 of Law No. 6698(KVKK/GDPR), information regarding how the SUPPLIER processes personal data of natural persons in connection with this Agreement is available on the following website:

https://www.mapfre.com.tr/sigorta-tr/media/Mapfre-Tedarikci_Is-Ortagi_Calisani-veya-Yetkilisi_Aydinlatma-Metni.pdf

24. FINAL PROVISIONS

- a. The SUPPLIER may refer to its business relationship with MAPFRE or mention it in informational or advertising materials only with MAPFRE's express written consent.
- b. The SUPPLIER may assign non-monetary claims against MAPFRE only with MAPFRE's express consent.
- c. The SUPPLIER may only set off undisputed or legally established claims. If the SUPPLIER is entitled to suspend performance, it may do so only against claims arising from the same contractual relationship. Otherwise, statutory provisions on set-off and withholding rights shall apply.
- d. The SUPPLIER shall immediately notify MAPFRE in writing of any statutory transfer of the Agreement or any change in the company name.
- e. **Force Majeure:** If either Party is unable to perform its obligations under this Agreement, in whole or in part, due to fire, flood, explosion, earthquake, riot, natural disaster, war, or acts of terrorism, which occur without any fault of the Party declaring Force Majeure and are in no way caused by its negligence or willful misconduct ("Force Majeure Event"), such obligations shall be suspended for the duration of the Force Majeure Event, and neither Party shall be liable to the other for such suspended obligations or be deemed in breach of this Agreement due to delay or non-performance.

25. SUPPLIER SOCIAL RESPONSIBILITY

The Supplier acknowledges awareness of MAPFRE's Code of Ethics and Conduct for Suppliers:

MAPFRE Code of Ethics and Conduct

<https://www.mapfre.com.tr/sigorta-tr/media/code-of-ethics-and-conducttr.pdf>

MAPFRE expects its business partners to:

- Comply with all applicable laws, including but not limited to anti-money laundering, anti-corruption, and anti-bribery laws;
- Act ethically and transparently, rejecting all forms of corruption (bribery, fraud, extortion, etc.);
- Respect universal human rights;
- Demonstrate commitment to MAPFRE's brand, image, and reputation;
- Conduct environmentally responsible activities;
- Provide honest and high-quality service to MAPFRE and its customers;
- Protect information and maintain confidentiality;
- Guarantee the safety, health, and well-being of their employees and respect labor rights.