



BİMAKSAN TAKİM TEZGAHLARI SAN. VE DİŐ TİC.
MUHLİS KÖKSAL VE ORTAĐI KOLL. ŐTİ.

KARAMEHMET MH. AVRUPA SERBEST BÖLGESİ 9. SOKAK. NO:3 ERGENE / TEKİRDAĐ
ÇORLU V.D. 271 072 9751

BİMAKSAN TAKİM TEZGAHLARI SANAYİ VE DİŐ TİCARET MUHLİS KÖKSAL VE ORTAĐI KOLLEKTİF ŐİRKETİ

**Economic Sanctions Compliance Program:
Procedure to Be Followed in Bimaksan's Operations**

Standard Operating Procedures for Bimaksan Employees

(“Procedure”)

The purpose of this Procedure, published by Bimaksan, is to establish the procedures that Bimaksan employees must follow in their dealings with customers in accordance with the Bimaksan Economic Sanctions Compliance Program.

1. DUE DILIGENCE AND SCREENING PHASE

Before entering a contract or conducting any transactions with a customer, please follow the procedures listed below in order:

a. Certificate Verification: Before commencing any **transaction with a customer (prior to preparing a contract or pro forma invoice)**, the Certificate - which includes a commitment to comply with the sanctions listed in **Appendix A** - must be provided to the customer by Bimaksan employees, and the customer must be requested to return a signed copy to Bimaksan.

The Country, Person, (and if applicable) Aircraft, Vessel, and Port information provided by the customer in the Certificate must be verified by following the procedures below.

b. Country Verification: Based on the Certificate in **Appendix A** obtained from the customer, first verify all countries along the transport route and all countries where the relevant parties (customer, intermediary, port, end-user, etc.) are located against the list in **Appendix B**.

- If there is a country classified as medium or high risk in Appendix B among all the countries along the transport route or among all the countries where the relevant parties (customer, intermediary, port, end user, etc.) are located:
 - **Before proceeding, the Due Diligence Form in Appendix C** must be completed by the relevant customer and/or Bimaksan employee. You may request additional information from the customer while completing this form. Please forward the completed form and the certificate obtained from the customer to the Compliance Officer.
 - **Since Bimaksan’s operations involve the engineering and machinery sectors, and given that there are many individuals in these sectors who are determined to circumvent sanctions, if any suspicious activity is detected, operations must be suspended immediately, and the Compliance Officer’s advice must be obtained on whether to continue operations.**
- If there is no involvement of a medium- or high-risk country, you may proceed to the next step, which involves Person, and, if applicable, Vessel and Port control.

c. Individuals, Vessels, and Port Controls: In accordance with the Certificate in **Appendix A** provided by the customer, ensure that the customer, its shareholders, and its ultimate beneficial owner (UBO), *and, if applicable*, the port facility involved in the transaction, as well as the vessel's name and IMO number, are not listed on the relevant sanctions lists, including those listed below.

- If a suspicious circumstance is identified:
 - Before proceeding with the transaction, the Due Diligence Form included in **Appendix C** must be completed by the relevant Bimaksan employee. While completing this form, you may request additional information from the customer. Forward the completed form and the Certificate obtained from the customer to the Compliance Officer.

- **Based on the results of the list controls above:**
 - **If you determine that the customer is a prohibited or restricted individual, the transaction must be terminated immediately.**
 - **If you identify a suspicious situation, you must consult the Compliance Officer regarding whether to proceed with the transaction.**
 - If there is no suspicious individual involved in the transaction, you may proceed to the next step.

The primary relevant lists to be controlled and the relevant open-source search engines are listed below:

U.S.:

- [*List of Specially Designated Nationals and Blocked Persons \(SDN List\)*](#)
- [*BIS Entity List \(Entity List\), Denied Persons List \(Denied Persons List\), Unverified List \(Unverified List\)*](#)
- [*Consolidated Screening List Search Engine \(Consolidated Screening List Search Engine\)*](#)

European Union:

- [*EU Sanctions Map \(EU Sanctions Map\)*](#)
- [*EU Consolidated Financial Sanctions List*](#)
- [*EU Sanctions Search Engine*](#)
- [*EU Regulation No. 269/2014 Annex I, list of designated persons \(Persons added to the EU list of designated persons are subject to asset freezes, a ban on the provision of funds and economic resources to them, and a travel ban to the EU for individuals, effective from the date of their inclusion. Additionally, EU citizens and companies are prohibited from providing funds or economic resources to these individuals.\)*](#)

- [EU Regulation No. 833/2014 Annex IV](#), list of persons subject to export restrictions (The sale of products specified in Article 2 of the Regulation to these persons is prohibited.)

The EU Sanctions Map and the EU Consolidated Financial Sanctions List (Annex I to EU Regulation No. 269/2014) mentioned above are screening platforms designed to identify individuals on the designated persons list.

United Kingdom:

- [UK Sanctions List \(The UK Sanctions List\)](#)
- [UK Sanctions List Search Engine](#)

United Nations:

- [United Nations Security Council Consolidated List](#)

⇒ *Completed Due Diligence Forms and Certificates belonging to customers must be stored in the document management system.*

2. PRODUCT CONTROL PHASE

⇒ If Bimaksan employees identify any suspicious situations during Phase 1, they will consult with the Compliance Officer regarding whether to proceed with the transaction.

While analyzing the entire transaction, the Compliance Officer must also perform a product control in addition to the above checks.

The product control must be conducted in accordance with the legislation of the competent country to which the product is subject. Once the competent countries are identified, considering the shipping route, it must be verified whether product transfers to the countries along the route are subject to export controls by the competent country.

3. ADDITION OF A COMPLIANCE CLAUSE TO CONTRACTS AND RELATED DOCUMENTS

⇒ If, based on the analyses conducted in Phases 1 and 2, you decide to proceed with the process, you must ensure that the appropriate provisions regarding sanctions from Appendix D are included in the contracts, invoices, and pro forma invoices to be signed—either as part of the contract or as an annex to the contract.

Standard Operating Procedures for Bimaksan’s Operations with Suppliers (“Procedure”)

The purpose of this Procedure, published by Bimaksan, is to establish the procedures that Bimaksan employees must follow in their dealings with suppliers in accordance with the Bimaksan Economic Sanctions Compliance Program.

1. SUPPLIER CERTIFICATE REQUEST PHASE

⇒ Before conducting any transactions with any suppliers, **during the quotation or contract phase**, request a signed copy of the Certificate provided in **Appendix E** as part of Company’s standard procedure.¹

- If any of the countries where the parties involved in the transaction (supplier, intermediary, port, etc.) are located include a country classified as medium or high risk in **Appendix B**, or if a suspicious match has been detected regarding the individuals listed on the form:
 - **Before proceeding**, the **Due Diligence Form in Appendix C** must be completed by the relevant supplier and/or Bimaksan employee. You may request additional information from the supplier while completing this form. Please forward the completed form and the certificate obtained from the supplier to the Compliance Officer.
 - **Since Bimaksan’s operations involve the engineering and machinery sectors, and given that there are many individuals in these sectors who are determined to circumvent sanctions, if any suspicious activity is detected, operations must be suspended immediately, and the Compliance Officer’s advice must be obtained on whether to continue operations.**
- Based on the results of the list controls above*:
 - **If you determine that the supplier is a prohibited or restricted individual, the transaction must be terminated immediately.**
 - **If you identify a suspicious situation, you must consult the Compliance Officer regarding whether to proceed with the transaction.**
 - If there is no suspicious individual involved in the transaction, you may proceed to the next step.

¹ **The purpose of requesting this Certificate** is to formalize the supplier’s declaration—in a written document signed by the supplier—that it complies with sanctions laws and regulations and is not included on any list of prohibited or restricted persons.

* The primary relevant lists to be checked and the associated open-source search engines are specified in the customer due diligence procedure.

⇒ *Completed Due Diligence Forms and Certificates belonging to suppliers must be stored in the document management system.*

2. ADDITION OF A COMPLIANCE CLAUSE TO CONTRACTS AND RELATED DOCUMENTS

⇒ You must ensure that the appropriate provisions regarding sanctions from Appendix F are included in the contracts, invoices, and pro forma invoices to be signed—either as part of the contract or as an annex to the contract.

LIST OF ANNEXES

- Annex A:** Certificate With Sanctions Compliance Commitment to Be Requested from Customers **for Each Transaction**
- Annex B:** Determination of High-Risk Countries
- Annex C:** Due Diligence Form to Be Requested for All Medium- and High-Risk Transactions
- Appendix D:** Contractual Provisions Regarding Sanctions to Be Included in Customer Transactions
- Appendix E:** Certificate With Sanctions Compliance Commitment to Be Requested from Suppliers **for Each Transaction**
- Appendix F:** Contractual Provisions Regarding Sanctions to Be Included in Supplier Transactions

Annex A: Certificate With Sanctions Compliance Commitment to Be Requested from Customers for Each Transaction

1. Please find below the information regarding our company and the products/services requested or provided from Bimaksan:

a. Company Information

Company Name	
Company Address	
Company Website	
Company Contact Person/Department and Title	
Shareholders' Names (%25 and more)	
Email Address	
Beneficial Owner Name	

b. End User Information *(Please fill this out if you are not the end user of the product.)*

Company Name	
Company Address	
Company Website	
Company Contact Person/Department and Title	
Email Address	
Industry (Sector)	

c. Any other party involved in the transaction *(including the customer, supplier, intermediary, end user, and all third parties such as banks, separately)*

Company Name	
Company Address	
Company Website	

d. Port Information For The Operation *(if available)*

Port Name	
Address	
Port Operator Name	
Port Operator Website	

e. Vessel Information *(if available)*

Vessel Name	
IMO Number	
Vessel Owner's Name	
Vessel Owner's Website	

f. Products Included in the Transaction

Product Name	Country of Origin (and HS code, if available)	Quantity	Product Description	End User (Military or Civilian)	Shipping Route

2. Compliance with Sanctions

- a.** We acknowledge and declare our compliance with any laws and regulations enacted, enforced, or restricting relationships with sanctioned persons or entities, or economic activities involving goods, products, technology, or software subject to restrictions, regarding economic, financial, trade, or other sanctions, restrictions, embargoes, import or export bans, bans on receiving or transferring funds or assets, or bans on providing services, or equivalent measures by the US, EU, UK, and other applicable, competent authorities for transaction (collectively referred to as 'Export Controls and Sanctions' in the Certificate). We declare that we will not take any action, or fail to take any action required for compliance, that could result in Bimaksan violating any Export Controls and Sanctions or expose Bimaksan to adverse risks under Export Controls and Sanctions.
- b.** We hereby acknowledge, declare, and confirm the following:
- We are not a party that has been sanctioned, restricted, designated, or denied under any Export Controls and Sanctions regime.

We are not owned nor controlled by, any party that has been designated or denied under any Export Controls and Sanctions regime.

We undertake to immediately notify Bimaksan of any changes to the information provided in this Certificate.

c. For any subsequent re-export or (domestic) transfer, the following has been accepted, the parties to the transaction have been informed, and their approval has been obtained:

The goods will be delivered to a third party/company only on the condition that such party accepts that the commitments set forth in this Certificate are binding upon them and that they are known to be reliable and trustworthy in complying with these commitments.

d. We acknowledge that if the end-user and/or any person involved in the transaction is subject to Export Controls and Sanctions that prevent Bimaksan from completing the transaction, Bimaksan may, without any liability to us, immediately suspend or terminate the entire transaction or any part thereof upon written notice.

e. We acknowledge that the terms of this Certificate shall remain in effect even after the completion or termination of the transaction.

*On behalf of the Company,
Company Representative*

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

Signature: _____

Annex B: Determination of High-Risk Countries²

Please consider:

- All countries, including transit countries where production, import, or export activities are conducted,
- The country of origin of the imported product or the country to which the technology is subject,
- The country where the business partner (customer, supplier, or any third party involved in processing) is located.

REGION/ COUNTRY	U.S. Sanctions Risk	EU Sanctions Risk	UK Sanctions Risk
Afghanistan	High	High	High
Algeria	Medium	Medium	Medium
Angola	Medium	Medium	Medium
Anguilla	Medium	Low	Low
Antigua & Barbuda	Medium	Low	Low
Argentina	Low	Low	Low
Armenia	Medium	Medium	Medium
Aruba	Medium	Low	Low
Australia	Low	Low	Low
Austria	Low	Low	Low
Azerbaijan	Medium	Medium	Medium
The Bahamas	Medium	Low	Low
Bahrain	Medium	Medium	Medium
Bangladesh	Medium	Low	Low
Barbados	Medium	Low	Low
Belarus	High	High	High
Belgium	Low	Low	Low
Bolivia	Low	Low	Low
Botswana	Low	Low	Low
Brazil	Medium	Low	Low
Congo-Brazzaville	Low	Low	Low
British Virgin Islands	Medium	Low	Low
Burkina Faso	Medium	Medium	Medium
Burundi	Low	Low	Low
Cameroon	Medium	Medium	Medium
Canada	Low	Low	Low
Central African Republic	High	High	High
Chad	Medium	Medium	Medium
Curacao	Medium	Low	Low
Chile	Low	Low	Low
Czech Republic	Low	Low	Low

² The tables and lists included in this Risk Analysis are continuously updated by the relevant authorities. Therefore, when conducting the necessary checks, it is recommended to use other lists published by OFAC, BIS, the European Commission, and OFSI in addition to the shared lists and attachments.

China	High	Medium	Medium
Dominica	Medium	Low	Low
Democratic Republic of the Congo	Medium	Medium	Medium
Ecuador	Medium	Low	Low
Egypt	Medium	Medium	Medium
El Salvador	Medium	Low	Low
Eritrea	Medium	High	High
Ethiopia	Medium	Low	Low
European Union	Low	Low	Low
French West Indies	Low	Low	Low
Gabon	Medium	Low	Low
Georgia	Medium	Medium	Medium
Ghana	Low	Low	Low
Guinea	Medium	Medium	Medium
Grenada	Medium	Low	Low
Guadeloupe	Medium	Low	Low
Guatemala	Medium	Low	Low
Guinea-Bissau	Medium	Low	Low
Guyana	Medium	Low	Low
Haiti	High	High	High
Hungary	Low	Low	Low
Iceland	Low	Low	Low
India	Medium	Low	Low
Indonesia	Medium	Low	Low
Iran	High	High	High
Iraq	High	High	High
Israel	Medium	Medium	Medium
Italy	Low	Low	Low
Ivory Coast	Medium	Medium	Medium
Jordan	Medium	Medium	Medium
Kazakhstan	Medium	Medium	Medium
Kenya	Medium	Low	Low
Kuwait	High	Medium	Medium
Kyrgyzstan	Medium	Low	Low
Laos	Medium	Low	Low
Lebanon	High	High	High
Liberia	Medium	Medium	Medium
Libya	High	High	High
Macau	Medium	Low	Low
Madagascar	Medium	Low	Low
Malawi	Medium	Low	Low
Malaysia	Medium	Low	Low
Mali	Medium	Low	Low
Mauritania	Medium	Low	Low
Mozambique	Medium	Low	Low
Myanmar	High	High	High
Namibia	Low	Low	Low
Nepal	Medium	Low	Low

Netherlands Antilles	Medium	Low	Low
New Zealand	Low	Low	Low
Nicaragua	Medium	Low	Low
Niger	Medium	Low	Low
Nigeria	Medium	Low	Low
North Korea	High	High	High
Norway	Low	Low	Low
Sudan	High	High	High
Oman	High	Medium	Medium
Pakistan	High	Medium	Medium
Panama	Medium	Low	Low
Papua New Guinea	Medium	Low	Low
Paraguay	Medium	Low	Low
Peru	Low	Low	Low
Philippines	Medium	Low	Low
Poland	Low	Low	Low
Qatar	High	Medium	Medium
Russia	High	High	High
El Salvador	Medium	Medium	Medium
Saudi Arabia	Medium	Medium	Medium
Senegal	Medium	Low	Low
Serbia	Medium	Medium	Medium
Sierra Leone	Medium	Low	Low
Singapore	Low	Low	Low
Somalia	High	Medium	Medium
South Africa	Low	Low	Low
South Sudan	High	High	High
Sri Lanka	Medium	Low	Low
Swaziland	Medium	Low	Low
Syria	Medium	Medium	Medium
Taiwan	Low	Low	Low
Tanzania	Medium	Low	Low
Thailand	Medium	Low	Low
Trinidad and Tobago	Medium	Low	Low
Tunisia	Medium	High	High
Turkmenistan	High	Low	Low
UAE (United Arab Emirates)	High	Medium	Medium
Uganda	Medium	Low	Low
Ukraine	High	High	High
Vietnam	Medium	Low	Low
Yemen	High	High	High
Zambia	Medium	Low	Low
Zimbabwe	High	High	High

Annex C: Due Diligence Form to Be Requested for All Medium- and High-Risk Transactions

BUSINESS PARTNER AND TRANSACTION DUE DILIGENCE FORM

1. BUSINESS PARTNER CONTROL	
<p>1.1. Business Partner Information:</p> <p>For individuals: First Name, Last Name, Country of Citizenship, Country of Residence, Date of Birth, ID and/or Passport Number</p> <p>For legal entities: Full Name, Address, Country of Incorporation, Tax ID Number, Company Website</p>	
<p>1.2. If the Business Partner is an organization, its ownership structure:</p> <p>List the shareholders who hold 10% or more of the company’s shares and provide the following information:</p> <ul style="list-style-type: none"> • Legal name • Shareholding percentage • Country of citizenship, date of birth, ID and passport numbers (if an individual) • Country of incorporation and tax identification number (if a legal entity) • Address 	
<p>1.3. If the Business Partner is an organization, Ultimate Beneficiary Information:</p> <p>List all individuals who directly or indirectly own 10% or more of the entity (i.e., the natural persons who effectively own the entity because they hold a sufficient share in it) and provide the following information:</p> <ul style="list-style-type: none"> • Full First Name - Last Name • Ownership percentage in the parent entity (i.e., the entity holding a share in the relationship) • Percentage of Ultimate Ownership (i.e., the 	

<p>percentage held by the ultimate beneficial owner in the relationship)</p> <ul style="list-style-type: none"> Country of Citizenship, Date of Birth, ID and/or Passport Number Address 	
--	--

<p>1.4. Third parties involved in the transaction (<i>third parties are individuals other than the seller and buyer who are involved in the transaction, e.g., agents, service providers, intermediaries, the parties' banks, shipping and logistics providers, ports, consultants, end users, etc.</i>)</p> <p>! It is important to review not only the individuals with whom Bimaksan has a contract but all individuals involved in the transaction!</p> <p><i>For individuals: First Name, Last Name, Country of Citizenship, Country of Residence, Date of Birth, ID and/or Passport Number</i></p> <p><i>For legal entities: Full Name, Address, Country of Incorporation, Tax ID Number, Company Website</i></p>	
---	--

2. REGION/COUNTRY CONTROL

2.1. Does the Business Partner engage in buying, selling, or other activities with any of the following region/countries?	No	To A Limited Extent	To A Significant Extent
Afghanistan			
Belarus			
Burundi			
Central African Republic			
Congo			
China			
Crimea			
Cuba			
Egypt			
Guinea-Bissau			
Libya			
Lebanon			
Hong Kong			
Iran			
Iraq			
Mali			

Moldova			
Myanmar/Burma			
Montenegro			
Nicaragua			
North Korea			
Russia			
Ukraine			
Somalia			
Sudan			
South Sudan			
Syria			
Venezuela			
Yemen			
Zimbabwe			

3. PRODUCTS AND SERVICES

3.1. Briefly describe the goods/services, including their quantities.	
3.2. Country of Origin and HS Code	
3.3. Intended Use / Where It Is Used (military/civilian)	
3.4. Final intended use and end-user information	
3.5. Does the product contain U.S., UK, or EU technology?	
3.6. Are the products subject to U.S., UK, or EU export controls?	
3.7. Will Bimaksan provide technical or financial support for <i>the goods</i>? If your answer is <i>yes</i> , please briefly elaborate (<i>time, location, nature of the service; is the service subject to a separate contract?</i>)	

4. SALES AND TRANSFERS

4.1. Country and region/city of procurement, sale and transfer Please fill this out if any origin, destination, or transit route is outside of Türkiye.	
---	--

<p>4.2. Payment Currency</p> <p>If the contract/proforma specifies a currency other than the one intended to be used for payment, please indicate it.</p>	
<p>4.3. The banks of the parties involved in the transaction</p>	
<p>4.4. Transfers: Please describe the transportation route for the transfer. (Including sea and land transport, if applicable)</p>	
<p>You may include any additional information you believe is necessary or helpful for Due Diligence. If you have any questions about this form, please contact the Bimaksan Compliance Officer.</p>	

Authorized Person

Completing the Form:

Name: _____

Company: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

Signature: _____

Appendix D: Contractual Provisions Regarding Sanctions **to Be Included in Customer Transactions**

Sanctions Compliance Clauses/Annex for Contracts:

ARTICLE [.] COMPLIANCE WITH SANCTIONS

1. The Customer declares and warrants that neither itself nor its subsidiaries (collectively, the "Customer"), nor their respective directors, officers, employees, agents, affiliates, Entity representatives, or other authorized persons acting on its behalf (referred to in this paragraph as "Person"):
 - 1.1. Is a person or entity that is subject to sanctions regulations (including export control regulations) (collectively, "Sanctions") administered by the United States, the European Union, the United Kingdom, the United Nations Security Council, Türkiye or any applicable authority to the transaction; is listed on any sanctions or export control restriction lists; or is otherwise sanctioned, or is directly or indirectly owned or controlled by such persons, and
 - 1.2. Is directly or indirectly owned or controlled by a Person, Entity or a government located, incorporated, or resident in countries or territories subject to Sanctions (including, but not limited to, Russia, Belarus, Cuba, Iran, and North Korea).
2. The Customer agrees to fully comply with all applicable export control laws and regulations of the US, EU, UK, and other applicable sanctions laws and regulations to the transaction and parties. The Customer further agrees not to sell, export, re-export, transfer, divert, or otherwise dispose of any product, parts of these products, software, or technology received from Bimaksan (including products derived from or based on this technology), directly or indirectly, to any person, entity, or territory subject to, designated under, or otherwise sanctioned by Sanctions, without obtaining prior authorization from Bimaksan and authorized government authorities as required by these laws and regulations.
3. The Customer warrants that the shipping route provided to Bimaksan is effective and that the Customer will not alter the specified route without Bimaksan's prior written consent.
4. A breach of these clauses by the Customer shall constitute a material breach of the contract. In the event of a breach, Bimaksan may exercise all rights and remedies available to it under applicable laws and the contract between the parties.

5. The Customer shall indemnify and hold Bimaksan harmless from and against all costs, expenses, damages, and delays resulting from the violation of applicable Sanctions. The Customer is liable to indemnify Bimaksan for any administrative fines, administrative investigations, penalties, or compensation claims from third parties (Bimaksan's suppliers, manufacturers, banks, or other third parties) that may be directed, without limitation, against Bimaksan or any entity under its control, subsidiaries, directors, shareholders, or affiliates under Turkish law, as well as US, EU, or other international laws, due to the breach of the obligation to comply with Sanctions.
6. This clause shall survive the termination or expiration of the contract between the Customer and Bimaksan.

Compliance Clause That Can Be Included in Draft Proformas and Other Transaction Documents:

ARTICLE [.] COMPLIANCE WITH SANCTIONS

The Parties warrant that themselves, all their subsidiaries, and their representatives fully comply with international sanctions and trade restriction regulations applicable to the transaction, particularly the regulations of the Republic of Türkiye, US, EU, UK, and UN authorities. In this context, the Parties declare that they are not listed on any prohibited lists, have no ownership or control relationship with sanctioned persons or entities, and do not directly or indirectly benefit such parties or sanctioned regions (including, but not limited to Russia, Belarus, Cuba, Iran, North Korea, Crimea, and the occupied regions of Ukraine).

The Customer commits to notify Bimaksan upon discovering or suspecting any violation of sanctions and trade restriction regulations. Upon the determination of a breach of the obligations herein, Bimaksan reserves the right to immediately terminate the business relationship and the contract, if any, between the Parties, and to claim compensation for any damages that may arise. This clause shall survive even after the termination of the business relationship.

Appendix E: Certificate With Sanctions Compliance Commitment to Be Requested from Suppliers for Each Transaction

1. You can find information about our company below.

a. Company Information

Company Name	
Company Address	
Company Website	
Company Contact Person/Department and Title	
Shareholders' Names (%25 and more)	
Email Address	
Beneficial Owner's Name (%25 and more)	
Activities to be carried out (<i>e.g., consumption, processing, holding in stock, resale, supply, brokerage, other</i>)	

b. Products Included in the Transaction

Product Name	Country of Origin (and HS code, if available)	Quantity	Product Description	End User (Military or Civilian)	Shipping Route

2. Compliance with Sanctions

a. We acknowledge and declare our compliance with any laws and regulations that prohibit or restrict economic activities involving goods, products, technology, or software subject to other restrictions, and/or relationships with persons or entities targeted by economic, financial, trade, or other sanctions, restrictions, embargoes, import or export bans, bans on receiving or transferring funds or assets, or bans on providing services, or equivalent measures issued or enforced by the US, EU, UK, and other applicable, competent authorities for transaction (collectively referred to as "Export Controls and Sanctions" in the Certificate).

b. We hereby acknowledge, declare, and confirm the following:

- We are not a party that has been sanctioned, restricted, designated, or denied under any Export Controls and Sanctions regime.
 - We are not owned nor controlled by, any party that has been designated or denied under any Export Controls and Sanctions regime.
 - We undertake to immediately notify Bimaksan of any changes to the information provided in this Certificate.
- c. We acknowledge that the terms of this Certificate shall remain in effect even after the completion or termination of the transaction.

On behalf of the Company,

Company Representative

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

Signature: _____

Appendix F: Contractual Provisions Regarding Sanctions **to Be Included in Supplier Transactions**

Sanctions Compliance Clauses/Annex for Contracts:

1. Supplier declares and warrants that neither itself and its subsidiaries (collectively, the "Supplier"), nor their respective directors, officers, employees, agents, affiliates, Entity representatives, or other authorized persons acting on its behalf (referred to in this paragraph as "Person"):
 - 1.1. Is a person or entity that is subject to sanctions regulations (including export control regulations) (collectively, "Sanctions") administered by the United States, the European Union, the United Kingdom, the United Nations Security Council, Türkiye or any applicable authority to the transaction; is listed on any sanctions or export control restriction lists; or is otherwise sanctioned, or is directly or indirectly owned or controlled by such persons, and
 - 1.2. Is directly or indirectly owned or controlled by a Person, Entity or a government located, incorporated, or resident in countries or territories subject to Sanctions (including, but not limited to, Russia, Belarus, Cuba, Iran, and North Korea).
2. The Supplier declares and warrants to Bimaksan that the products supplied under this Agreement/purchase order are not procured from, exported or re-exported from, transferred from, or otherwise supplied from any person, entity, or territory subject to Sanctions.
3. Bimaksan reserves the right to reject, at any time, any product, person, entity, bank, restricted destination, vehicle (aircraft, vessel, etc.), port, facility, berth, or any person subject to Sanctions that may cause Bimaksan or any other person to become exposed to Sanctions. The Supplier shall be liable to Bimaksan under Turkish law and mandatorily applicable foreign laws for any and all costs, expenses, damages, and delays arising as a result thereof.
4. The Supplier shall indemnify and hold Bimaksan harmless from and against all costs, expenses, damages, and delays resulting from the violation of applicable Sanctions and this article. The Supplier is liable to indemnify Bimaksan under Turkish law, as well as US, EU, or other international laws, for any administrative fines, administrative investigations, penalties, or compensation claims from third parties (Bimaksan's suppliers, manufacturers, banks, or other third parties) or for all applicable damages that may be directed, without limitation, against Bimaksan or any entity under its control, subsidiaries, directors, shareholders, or affiliates due to the breach of the obligation to comply with Sanctions.

Compliance Clause That Can Be Included in Draft Proformas and Other Transaction Documents:

ARTICLE [.] COMPLIANCE WITH SANCTIONS

The Parties warrant that themselves, all their subsidiaries, and their representatives fully comply with international sanctions and trade restriction regulations applicable to the transaction, particularly the regulations of the Republic of Türkiye, US, EU, UK, and UN authorities. In this context, the Parties declare that they are not listed on any prohibited lists, have no ownership or control relationship with sanctioned persons or entities, and do not directly or indirectly benefit such parties or sanctioned regions (including, but not limited to Russia, Belarus, Cuba, Iran, North Korea, Crimea, and the occupied regions of Ukraine).

The Supplier undertakes and declares that Supplier shall notify Bimaksan in the event that it detects or suspects any violation of sanctions and trade restriction regulations, and that no product, part, component, or technology supplied is procured from any person or entity that could constitute a violation of sanctions and export control regulations, nor does it involve any production or supply process contrary to these regulations. In the event a breach of the obligations herein is detected, Bimaksan reserves the right to immediately terminate the business relationship and, if applicable, the contract between the Parties, and to claim compensation for any and all damages that may arise. This clause shall remain in effect even if the business relationship is terminated.