



Acacia
Mining Operations

ACACIA MINE OPERATION GOKIRMAK COPPER MINE

Human Resources Policy 2017

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Acacia Mine Operations Human Resources (HR) Policy and Procedures

Acacia Mine Operations, an Akfen Holding and İlbağ Holding corporation, complies with all HR policies of İlbağ Holding. Acacia Mine Operations acts in compliance with national and international laws and commitments relating to workers' rights and working conditions in provision of opportunities of employment at all working sites.

Acacia Mine Operations implements policies in conformity with IFC Sustainability Principles under Business and Working conditions. Acacia Mine Operations has incorporated a policy under which it appreciates human resources, respects to human rights of all employees, fights against all forms of discrimination and honors the freedom of unions and developed HR policies both committed to the laws of the Republic of Turkey, ILO requirements¹ and IFC Performance Standards and compliant with national and international standards.

Our vision

To be the most preferred company that develops a common culture with its committed and happy employees with innovative and sustainable human rights practices.

Our Mission

To be a strategic stakeholder of the management for efficient and learning organizations which honors and enriches individuals and establishes sincere and simple systems.

- We sincerely adopt all provisions of Universal Declaration of Human Rights and act always in consideration of such declaration.
- We honor individuals and work with a view to enrich them.
- We establish a human resources who create added value, are happy and committed.
- We support sincere, honest relations and support transparent communication.

¹ ¹ Applicable conventions of ILO:

ILO Convention 87. Freedom of Association and Protection of the Right to Organise.

ILO Convention No 98 On the Right to Organise and Collective Bargaining

ILO Convention No 29 Forced Labor Convention

ILO Convention No 105 concerning Abolition of Forced Labor.

ILO Minimum Age Convention No 138

ILO Convention No 182 On Worst Forms of Child Labor

ILO Convention No 100 on Equal Remuneration Convention

ILO Discrimination Convention No 111 (Employment and Occupation)

Article 32.1 of UN Convention on the Rights of the Child

UN Convention on Protection of the Rights of All Migrant Workers and Members of Their Families

- We set a model for being innovative and pioneer and we support personal improvement of our employees.
- We create difference by our speedy, outcome-based and flexible approach.
- We raise leaders directing the change for our goals and sustainability of our future.

Human Rights Policies and Procedures

Acacia Mine Operations implements human rights policies and procedures conforming to the magnitude of the company and number of employees. Acacia Mine Operations HR Policies and procedures defines approaches relating to the management of employees in compliance with IFC Performance Standard and national laws and regulations.

Acacia Mine Operations discloses information and documents clearly explaining the rights of employees as of the date of commencement of the employment under the national employment legislation and the date when a major change in the work takes places. Working conditions, remuneration, overtime, compensations and supplemental benefits are included. A template of the employment agreement Acacia Mine Operations executes with its employees is attached².

Agreements and principles of Acacia Mine Operations:

- Ilbak Holding Code of Ethical Conduct, Policies and Practices
- Personnel Regulation
- Occupational Health and Safety Instructions
- Employment Agreement template
- Housing Agreement
- Housing Allocation Rules
- Personnel Regulation
- Leave Regulation
- Sub-Employer Regulation
- Company Vehicle Utilization Agreement
- Cease of Employment Agreement
- Internal Transfer (rotation) Agreement

Workers Policy

Our workforce policies and practices honor fundamental workers' rights, covering following matters:

²Attachment 1: Acacia Mine Operation Employment Agreement

- The right to work in a safe and healthy environment.
- The right to non-discrimination on the basis of race, color, gender, religion, political opinion, sexual orientation, nationality and social background.
- Freedom of association and collective bargaining
- The right to remain safe from cruel and unusual disciplinary actions.
- The right to reject unsafe works
- Prohibition of personnel under 15 from being employed or prohibition of personnel under 18 from being employed at dangerous or underground works.
- Prohibition of forced labor It is notified that overtime working is voluntary under the rules permitted by law.
- Our commitment to workforce-related human rights encompass employment, marketing, wages, working conditions and safety regulations.

Working Conditions and Time

Acacia Mine Operations submits to the requirements of a collective agreement if it is a party to a collective agreement executed with an employee/labor organization. If no collective agreement exists or the collective agreement stipulates no working conditions and time³, Acacia Mine Operations provides reasonable and fair working conditions and time.⁴

Wage and side payments of employees shall be determined at a rate equal to or more than minimum wage stipulated in law. The wage shall be determined upon the work performed, performance, training, experience, skills and competence.

Working and rest hours, annual paid leave days, holidays, sickness leave and other leaves are subject to following conditions. These rights are ensured to be communicated to employees and incorporated in the employment agreement.

- Weekly normal working hours are 45 hours. Workings exceeding such time shall be subject to overtime provisions of the Labor Law.

³Working conditions and time, for example, salary and side benefits, salary deductions, working hours, overtime regulations, overtime remuneration, breaks, resting days, illness, maternity or holiday leave.

⁴Fair and reasonable working conditions and hours can be assessed upon (i) comparable conditions applied in the relevant occupation or industry in the region/site where the work is performed (ii) collective agreements or bargaining made with other workers and employers unions in other occupations or industries (iii) arbitration awards (iv) terms stipulated in national law.

- Annual paid leave days are determined upon the length of service of the employees and is 14 days at minimum.
- Overtime is applied upon written consent of the employee.
- No deduction shall be applied to the wage as a disciplinary action.
- The management shall claim no payment in consideration of the employment nor shall it accept such a payment.

Acacia Mine Operations shall identify migrant workers and ensure that they are employed under same conditions as non-migrant workers performing similar work.

In the case of provision of accommodation⁵ to the personnel falling within the scope of the IFC PS-2 Standard, Acacia Mine Operations has policies in place with respect to the quality and management of basic services and accommodation. Acacia Mine Operations discloses to its employees housing utilization and allocation standards in Housing Allocation General Terms.⁶ Accommodation services are provided based on principles of equal opportunities and non-discrimination. Accommodation facilities and arrangements provided to the employees do not prevent the freedom of organization and movement.

Labor Organizations

Acacia Mine Operations recognizes the employees' right of organization, collective agreement and participation in a labor union without intervention. All employees and workers have the right to found or participate in a union at their own discretion. These unions shall have the right to elect the person to represent themselves. Elected representatives shall have the right to represent the workers in collective agreements made with the management. Workers' representatives shall not be subject to discrimination.

Non-Discrimination and Equal Opportunities

No form of discrimination is acceptable pursuant to the relevant provisions of national and international legal regulations relating to equality. Acacia Mine Operations shall not be involved in any discriminatory activity.

The management avoids any written or oral activity that may be regarded as discrimination.

Acacia Mine Operations's employment decisions are compliant with the principles of equal opportunities and fair treatment. No discrimination shall be made with respect to employment,

⁵Such service can be provided directly by customers or third parties.

⁶Attachment 2 İlbak Holding Housing Allocation General Terms.

promotion, training, compensations, dismissal, wage and retirement on the basis of race, religion, language, ethnic identity, sexual orientation, faith, civil, social or economical status, disability, political opinion, participation in and membership in unions, pregnancy or military service.

The management provides equal remuneration, training, promotion and side benefits with no discrimination to the employees performing the same work on the basis of performance, seniority and competence of the employee.

Disadvantageous persons are provided with positive discrimination under the measure promoted by law.

Destaffing

Acacia Mine Operations considers alternative means before any destaffing⁷.¹¹ Acacia Mine Operations shall develop and apply a collective destaffing plan⁸ in order to mitigate reverse effects thereof on the workers if no alternative means is found at the end of such consideration. Collective destaffing plan shall comply with the principle of non-discrimination and reflect bargaining made between the customer and employees, labor organization and government, if any, and comply with collective agreement terms. Acacia Mine Operations complies with all terms stipulated in the laws and regulations with respect to notices to be served to public authorities, negotiations between employees and labor unions and information to be provided.

Acacia Mine Operations shall provide all employees with severance and notice pay as stipulated in the law and collective agreements. Outstanding payments, social security benefits and pension contribution shares shall be paid (i) to the employee before or on the date of termination of employment (ii) to the benefit of the employee as applicable or (iii) according to the payment plan stipulated in the collective agreement. In case of payment made to the benefit of the employee, an evidence of such payment shall be provided to the employee.

⁷Collective destaffing is collective dismissal of employees on the basis of economic, technical or organisational reasons or reasons other than performance or other personal reasons.

⁸Examples of alternative means : programs agreed upon for reduction of working hours, programs for improving the capacity of the workers, long-term maintenance works in low-production periods.

Grievance Procedure

- Acacia Mine Operations has a complaint procedure in place to enable the employees (and labor organizations) to express their concerns relating to the workplace. 5 complaint boxes are placed both at Acacia Mine Operations office and subcontractor camp sites to facilitate for the employees to apply to complaints procedure. Various means are used to communicate complaints. The employees may communicate their complaints to Human Resources officer, Members of Board of Ethics or Consultants of Board of Ethics in person or through telephone, e-mail, mail or complaints boxes. All complaints are referred to the Board of Ethics. Board of Ethics is entitled to require the relevant department to provide relevant information, documents and evidence relating to the investigation. The investigation is addressed in priority and a result is obtained in the fastest manner possible.
- Upon filing of the complaint, the complainant is notified of receipt of such complaint within 7 days. A complaint must be concluded no later than two weeks.⁹
- Anonymous complaints are also considered. Complaint procedures do not prevent access to other legal or administrative remedies that may be exercised pursuant to the laws or current arbitration proceedings.

Personnel Employed By Third Parties

Acacia Mine Operations acts in compliance with İlbak Holding Subcontractors Process Regulation for the personnel employed by third parties.¹⁰ Acacia Mine Operations shall use commercially reasonable efforts to ensure that employees employed by subcontractors work in accordance with Acacia Mine Operations Environmental and Social Management Plan. Acacia Mine Operations complaint procedures covers also employees employed by subcontractors. In this respect, all employees engaged directly or indirectly within Acacia

⁹Detailed complaint procedure is explained in the Stakeholder Engagement Plan. Stakeholder Engagement Plan 2015 page 49

¹⁰ATTACHMENT 3 İlbak Holding Subcontractor Process Regulation

Mine Operations are subject to Acacia Mine Operations Human Resources principles and policies.

ATTACHMENT 1 INDEFINITE-TERM EMPLOYMENT AGREEMENT

INDEFINITE-TERM EMPLOYMENT AGREEMENT

This INDEFINITE-TERM EMPLOYMENT AGREEMENT is made and entered into by and between the employer ("Company") and the worker ("Employee") whose names, titles and addresses are provided below, at their own will and discretion and upon following terms and conditions.

1 PARTIES

Employer's:

Title	ACACIA MADEN İŞLETMELERİ A.Ş.
Address	Hanönü Mahallesi Alisakallı Caddesi No:26/A Hanönü / KASTAMONU

Employee's:

Name/Surname	
Residence Address	
TR ID No	

2. DUTY AND POSITION:

The employee has employed the employee for the duty and position of "Title" relying on the information provided by the employee in the resume with respect to qualities, training and knowledge. In the case that such representations of the employee are found to be misleading, the employer shall be entitled to terminate this agreement without a notice and obligation of indemnity. The duties, location of performance and title of the employee may be changed by the company without being bound to restrictions relating to time or reasons and without reduction in remuneration.

3. COMMENCEMENT DATE AND TRIAL PERIOD OF THE AGREEMENT:

The date of commencement of this Agreement is “DATE”. Trial period is 2 months from the date the employee starts to work. Either party shall be entitled to terminate the agreement within such 2 months for any reason.

4. WORKING HOURS:

Working hours shall be normal weekly working hours specified in the Labor Law. Apportionment of weekly working hours to working days, determination and rotation of shift hours and interval rest hours shall be determined by Employer. In case of compelling reasons or as may be required for the work, work start hours and interval rest hours may be put forward or backward.

In the case that the employee will not be able to show up for any reason, the Employee must be notified before or within half an hour after the time the work starts on the same day on which the employee is not able to show up. The employee shall be required to report the reason of its inability to attend the work and the date when he/she can return to work.

The employee agrees with the terms and conditions in this Section relating to the working.

In the case that normal working hours are significantly reduced or the work is completely closed down due to suspension of the work based on compelling reasons, national or general holidays or similar reasons or the employee is given a leave at his/her own request, the employer may require catch-up work for more than once per year for the times not worked within 2 months. Such works shall not be considered as overwork or overtime.

The employee accepts the practice relating to adjustment period that may be required by the employer pursuant to the labor law. Adjustment works not exceeding 2 months subject to limits prescribed by the labor law shall not be considered overwork or overtime.

The employer may require the employee to do overtime up to 270 hour per year on the basis of general public interests, nature of the work or enhancement of production such overtime no not exceed 11 hours per day.

The employee agrees and undertakes to work on National Festivals and General Holidays upon request of the Employer.

5. REMUNERATION

Net monthly remuneration shall be paid by the employer to the employee’s bank account no later than 5 days from the last working day of each month unless a force majeure event occurs.

Bonuses, premiums, etc. or other additional payments other than the remuneration shall be at discretion of the employer.

Payments in cash or in kind granted by the employer for incentive purposes to certain or all employees without being a requirement of the agreement shall not constitute a vested right and shall not mean the such payments will be repeated.

The employer may make deductions stating the reasons thereof from all payments due to employee on the ground that the employee is in breach of its obligations under the agreement or legal requirements in accordance with the provisions of the labor law.

6. PAID ANNUAL LEAVE

The employee shall be entitled to a paid annual leave subject to one year of actual service within the Company.

Annual paid leave of the employee shall be such time as prescribed in the labor law based on the length of service of the employee. The time of using annual paid leave shall be determined upon the request of the worker and approval of the employer based on the requirements of the work.

Annual paid leaves shall be used for each year and within such year and may not be transferred to following years unless determined otherwise by the employer.

The employee may enjoy weekly holidays and other leaves (marriage, death, sickness and other grounds contemplated in the Company's leave regulation) under terms, conditions and notices prescribed in the labor law.

7. OBLIGATIONS OF THE EMPLOYEE

Employer may require the employee to perform duties and tasks not specified in the agreement and/or change the terms of reference or title of the employee subject to compliance with the provisions of the labor law.

The employee agrees and undertakes to perform the work and responsibilities assigned in full and work with such performance as expected for the requirements and nature of the work at such level not lower than those performing the same work.

Employee agrees and undertakes to act in integrity and good faith under additional tasks assigned by the employer within the scope of the terms of reference. The Employee agrees and undertakes to act in such manner as to observe and protect the interests of the Employer and/or affiliates or subsidiaries of the Employer.

Employee shall be required to comply with all rules and procedures notified by employer at any time.

Employee shall not be engaged in a paid or unpaid work under any other employer at his/her own initiative within or outside working hours or on holidays without written approval of the employer.

Employee shall be responsible for any damage occurred due to his/her own negligence.

Employee agrees and undertakes to comply with all labor laws, working conditions, working discipline, occupational health and safety rules prescribed by the company and all policies put in place by tv channels contracting with the employer as well as all regulations, communiques, circulars, instructions issued or to be issued by employer. Employee agrees in advance that any breach of such regulations will constitute a breach of this agreement.

Employee undertakes to not use any material, tools or equipment delivered to him/her for the work for any purpose other than the work. Materials, documents, equipment and tools delivered to the employee shall exclusively remain property of the employer, the employee undertakes to return such property at first request of the employer upon expiration of this agreement. Any damage to such property caused by negligence of the employee shall be indemnified by the employee.

Employee agrees and undertakes that he/she will use the materials, documents, equipment and tools delivered for the work throughout the project term in a proper and careful manner and that he/she will not waste or cause a loss of such property and will indemnify any damages occurred due to his/her own negligence.

Upon termination, employee shall promptly return all goods, advance, paperworks, tools, materials and similar property delivered by employer to him/her whether in physical or digital medium and indemnify any loss that may have been occurred due to negligence of the employee.

If a computer is assigned by the employer to employee, any legal or criminal liability that may arise due to illegal acts such as use of unlicensed software on such computers shall rest with the employee.

Employee agrees that he/she will return to employer and not hold, reproduce or provide others with any devices, records, data, notes, reports, proposals, lists, communications, specifications, drawings, photographic prints, drafts, materials, equipment and other documents and properties developed by the employee while leaving the employ of the company. Such provision applies to credit cards, client lists, forms and catalogues, databases, drafts and sketches owned by employer including copies and supporting materials of above items.

Employee shall reimburse Employer for expenses and entitlements it has obtained during the performance of the work in a timely manner pursuant to the instructions of the employer.

Employee or first-degree relatives or kinsmen of employee may not directly or indirectly receive gifts, bonuses, fees or similar rewards from third parties, companies or bodies on the

basis of the work assigned by employer to employee or another company employee. In the case that the employer finds any breach by employee of this provision, the employer shall be entitled to terminate this agreement with no indemnity. In such case, the employee agrees and undertakes to pay a penalty payment equal to an amount by three times the payment he/she has received. In the case that the employee or any first-degree relative or kinsmen of the employee receives any gifts, bonuses, fees or similar awards directly or indirectly from any companies to which such persons are affiliated with, the employee agrees to promptly return such benefit or amount to the employer. Any payment or reward provided to such persons shall promptly be notified to the director of the employee. In case of breach of above ethical or good faith obligations, the employee shall be subject to disciplinary actions and the employment agreement of the employee may be terminated for good reason pursuant to the Section 25/2 of the Labor Law due to breach of confidence of the employer. Employee agrees and represents in advance to comply with ethical and working rules put in force by employer with respect to this subject matter.

Employee shall update and provide employer with paperworks and information legally required to be kept in the personnel file at the company.

8. SECURITY OF THE WORKPLACE AND PROTECTION OF THE EMPLOYEES

Employer shall be required to fulfil all requirements at the workplace it deems fit and ensure security of the workplace and protect health and safety of the employees subject to taking of all measures it has prescribed. Employee shall be required to comply with all security measures taken by employer.

Company shall in no way be held liable for any loss or damage arising out of negligence of employee in spite of fulfilment by employer of all measures required to be taken pursuant to Occupational Health and Safety legislation.

9. CHANGE IN WORKPLACE AND TRAVELS

Employee agrees that the employer may change the job and duties on condition that no material change is made in working conditions.

In case of transfer of head office of the company or establishment of a new branch the employee agrees and undertakes to work in compliance with the provisions of the labor law while performing his/her obligations at the workplace mentioned above.

In the case of transfer by employer of the workplace, the employee shall perform his/her duties at new address as well. Further, in the case that the employer opens a new branch or required additional personnel at other branches, employer shall be entitled to assign the

employee at such new workplace. Employee shall travel both inside and outside Turkey when required for the work. Employee shall have no right to ask additional payment for provisional services at places other than his/her workplace.

10. CONFIDENTIALITY

The Employee agrees and undertakes that he/she will not disclose any information or document obtained due to his/her activities throughout the term of employment and/or due to the employment to third parties and will use best effort to prevent any disclosure of such information or documents to third parties. Employee agrees to be liable for the loss incurred by Company due to breach of such obligation.

Employer agrees in advance to not disclose to any third person or entity any confidential information, company secrets, formulas, technical data, technical products, business development, marketing strategies, financial matters, pricing policy, commercial matters, company or other group companies communications and relationships obtained under the employ of Employer or originating by the nature of the work, which are reported to be confidential or understood by its nature to be confidential. Employer shall exercise care to keep such matters confidential.

This restriction shall survive the termination or expiry of the agreement for indefinite term; no restriction applies to any information made publicly available without disclosure by the employee or any other person of such information.

Employee agrees to not release a press statement whether oral or written and to not publish any matter relating to the company unless prior consent is obtained from Human Resources officer.

Employee further undertakes to not make an oral or written statement to other parties in case of a dispute unless authorized by attorneys of employer to do so.

Employee undertakes to comply with the rule of confidentiality with respect to remuneration. Employee shall not disclose any information relating to remuneration or other social benefits to other employee including those employed at other group companies.

11. NON-COMPETITION

Employee shall avoid from carrying out operations that may compete with the Company and not be engaged under any title whatsoever in any competitor company operating in the same sector as the Employer within (i.e. Marmara) region throughout the term of this agreement and 2 years following termination of the agreement for any reason. Further employee agrees to not solicit, encourage or employ any employee, supplier or customer of the employer or employer's affiliate or subsidiary for leaving his/her job. Otherwise,

employee agrees and undertakes to pay as liquidated damages an amount equal to the yearly sum of his/her last monthly net remuneration to the employer pursuant to the Article 446 of the Code of Obligations. If violation by the employee of the law causes a loss exceeding liquidated damages, employee shall be obliged to indemnify such excess pursuant to the Article 446 of the Code of Obligations.

12. INTELLECTUAL PROPERTY RIGHTS AND INVENTIONS

All intellectual property rights in services and products designed, produced, sold or provided by the employer or its affiliates or associates during the period the employee works for the employer under this agreement (irrespective of whether or not in working hours and whether or not at Company or through Company's resources) including but not limited to industrial design, utility model, patent, invention, procedure, idea or development projects, any kind of discovery, invention, confidential process, procedure development, technical information, trade secret, trademarks, trade title, logo, patent, internet domain, design, computer software, database, trademark/trade name, copyright applicable to such services and products, registerable by Turkish Patent Institute as well as the right to sue any attempt to imitate such rights and other intellectual property rights falling within the scope of the employer's activities such as program format, serials scenario, long or short-length term film scenario, advertisement format, competition format relating to the projects in which employee, employer or employer's affiliates and associates are involved shall exclusively rest with Employer.

Employer shall be sole owner of any process, invention or development that may be discovered by the employee with respect to the employer's business during the performance of the work. Such discovery may be achieved during the performance of the work assigned to employee irrespective of whether or not during the usual work of the employee and in both case shall be considered to have been achieved due to the work assigned by employer to the employee.

Employee agrees and undertakes to promptly report such inventions to employer and take actions necessary for employer to register such inventions in the capacity of rightholder at employer's cost.

In case of discoveries arising from above situations, pursuant to the 19th Article of the Statutory Law On Protection of Patent Rights, employer may claim partial or full rights with respect to service invention. Terms and consequences that may arise out of claims of company shall be subject to relevant provisions of the law.

13. MISREPRESENTATIONS BY WORKER WITH RESPECT TO QUALITIES AND EXPERIENCE

In the event that employee misleads employer through incorrect information or misrepresentations or by pretending to have qualities which misleadingly are reported in the resume or application form in spite the fact employee has no material quality required for the performance of this agreement, employer shall be entitled to promptly terminate the agreement for good reason pursuant to the Section 25/II.a of the Labor Law with no notice and without having to pay notice or severance pay.

14. PENALTY CLAUSE

Any loss or damage incurred by employer due to breach by employee of Non-Competition and Confidentiality Clauses of this agreement as well as a penalty in addition to such damages shall be indemnified by employee and employee agrees that the agreement will be terminated without notice or compensation.

15. PERFORMANCE MEASUREMENT

A performance measurement system to be determined by employer may be applied to the employee in such periods as determined by Company under the provisions of the labor law.

If, according to the results obtained from the performance measurement system, the employee is found to fail to perform its obligations in appropriate or timely manner in comparison to other employee or to work with a performance lower than that of other employees at the same position or function or work under the performance level expected of the employee or fail to perform assigned duty as required and/or have a low performance due to any reason, the employment agreement of employee may be terminated without prejudice to the relevant provisions of the labor law.

16. NOTICES

Notices to be given to the parties shall be served to the addresses provided above. The parties shall be obliged to notify other party of any change in the address within one week of such change. Otherwise, any notice served to the address specified herein or to the last notified address shall be deemed to be validly served.

17. SEVERABILITY

Employee shall comply with all restrictions stipulated under this agreement and acts of employee hereunder shall be monitored by employer. However, in the case that any restriction hereunder becomes partly or fully unenforceable due to technical reasons or under company's benefits, if such invalidity can be cured by deletion, correction, modification, restatement of a word or a part of the restriction, such restriction shall remain valid as cured by such deletion/correction/interpretation subject to compliance with legal obligations.

The provisions of this agreement are severable. In the case that any provision or a part of this agreement is deemed invalid by a law court or public authority for any unpredictable reason, remaining provisions of the agreement shall not be affected.

18. APPLICABLE LAW

This agreement shall be subject to Turkish Law. Istanbul Çağlayan Courts and Execution Offices shall have jurisdiction over any dispute that may arise from or out of this agreement. Provisions of the labor law shall apply in the case of lack of relevant provisions in this agreement.

19. EFFECTIVE DATE

This agreement is issued in two copies and signed by the parties on .../.../20.. without collusion. Agreement shall take effect on the date of its execution.

COMPANY	EMPLOYEE
Signature Seal Date	Name Signature Date

ATTACHMENT 2 GENERAL RULES FOR HOUSING ALLOCATION

GENERAL RULES FOR HOUSING ALLOCATION

The objective of this regulation is to determine the general rules for housing allocation as well as the rules to be observed by Acacia Mine Operations employees within the housing premises.

Housing Allocation General Rules

Housing shall be provided to employee residing in places other than Hanönü, Taşköprü and Boyabat districts of Kastamonu.

Housing shall be allocated to the employees ad per titles shown in the table below.

Housing Allocation Table	Housing Apartment Type	
	<i>Married</i>	<i>Single</i>
Manager and Upper Positions	2+1	1+1
Below Manager/Engineer/Technical Positions requiring expertise	2+1	Common Apartment Use (2 persons)

Positions requiring technical expertise covers employees having expertise experience such as topograph, laborant, chief.

General Rules of Living in the Housing

- To avoid any attitude and behaviour that may prejudice the peace of dwellers and general moral values.
- To avoid creating noise and disturbing behaviours in the meeting and resting rooms assigned for common use.
- To not leave any good or waste in common use areas such as entrance, story landing, fire escape stairs.
- To avoid acts and behaviours that may prejudice peace and resting of dwellers on weekends and in evenings. (case must be taken to avoid using noisy electronic home appliance used for daily needs between 10:00-23:00)
- To not leave objects in front of balconies, doors and windows in such manner that will cause visual pollution and to not undertake painting, whitewash or modifications without knowledge and approval of the management.

- To not interfere with matters, systems and units falling within authority and responsibility of the management in particular heating, electricity, natural gas, telecom and elevator of the blocks.
- To avoid wilful misconduct or omission that will cause failures or reduce life-span of common areas and systems.
- To take care about environmental order, hygiene and remove any disorder in front of buildings.
- To not feed or keep pets (dog, cat, bird, etc.)
- Alcohol consumption is prohibited in common areas other than during company organizations.
- Company reserves the right to update housing rules in line with current conditions.

Use of Portable Devices/Goods

- All devices and goods specified in the attached document to be assigned for use in the housing facilities shall be allocated for use by employee against a bill of receipt.
- Employees shall be obliged to use all devices and goods assigned for use in the housing facilities in a careful manner and to not damage the same.
- In case of failure of electrical or electronic devices, upon assessment report of authorized service to be obtained by administrative affairs department, the price of the failure caused by user shall be paid by employees.

Rule of Hygiene

- Cleanliness of the housing facilities assigned to singles and married couples of employees shall be undertaken by housing management which shall not apply to housing units assigned to married employees.
- No goods or wastes shall be discharged or hanged down from balconies or windows in a manner that will disturb dwellers and pollute environment.
- Collection hours for domestic wastes shall be observed and wastes shall be put in front of doors in such manner that will facilitate collection of wastes and will not cause pollution in common areas.

Fuel/Electricity/Water Expenses

Fuel, electricity and water expenses shall be borne by the company within the limits to be determined by housing management. In case the limits are exceeded, such excess amount shall be deducted from the remuneration of the employees.

ATTACHMENT 3 REGULATION ON SUBCONTRACTING PROCESS

Objective:

This guidelines regulates the principles and procedures to be observed with respect to the activities to be undertaken by subcontractors.

Scope:

This guidelines covers all companies operating under İlbak Holding and employing subcontractors.

Definitions:

Subcontractor

A real or legal person engaged by an employer to undertake side works relating to the production of a good or service at a workplace or a part of principal work or works requiring technical expertise by employing its own workers at such work performed at such workplace.

Conditions for execution of Principal employer-subcontractor agreement:

In order to establish a principal employer-subcontractor relationship;

- a) Principal employer shall also have its own workers serving in the production of the good or service at the workplace.
- b) The work assigned to the subcontractor must be a supportive work for the production of the good or service at the workplace. In case of division and assignment to the subcontractor of the principal work, the work assigned must be requiring technical expertise due to the nature of the operation or work.
- c) Subcontractor must engage its workers assigned for the work undertaken by the subcontractor only at the work undertaken at such workplace.
- ç) The work assigned to the subcontractor must be related to the production of the good and service carried out at the workplace and must be a continuing work depending on the existence and continuity of principal work.

d) Subcontractor should not be someone previously assigned in such workplace. However, if a worker who previously has been employed at such workplace becomes a shareholder of an incorporation or ordinary partnership thereafter, this shall not prevent establishment of subcontracting relationship.

Internal Process:

Whether or not a contract contains subcontracting relationship shall be determined by Legal Department based on the general and specific rules defined above herein. Contracts shall regulate responsibilities of subcontractors, occupational health and safety issues, payment of progress payments through a framework agreement and such matters shall be controlled in any subcontracting relationship to be established.

Original copies of all agreements shall be retained at Legal Department and a copy thereof shall be given to relevant company manager and Accounting and Human Resources.

Human Resources shall prepare and deliver to subcontractor the opening letter to be used by subcontractor for legal SSA notification, with reference to the contract by which subcontracting relationship is established. Subcontractor shall be obliged to apply to regional directorate for the registration of its workplace submitting subcontracting agreement and relevant documents provided by the employer” (Ministry of Labor and Social Security Regional Directorate). Subcontractor shall apply to SSA with this letter and register as subcontractor of our Company.

No subcontractor shall allow any employee to be employed at the workplace without issue of notice to SSA. All responsibility with respect to such matter shall rest with Project Manager/Coordinator and Occupational Safety Expert. Occupational safety expert shall undertake random checks and SSA inspection.

If SSA notice is not issued, no subcontractor shall be paid progress payment. Each month a letter of discharge shall be obtained from HR before the progress payment and delivered to Accounting to be checked.

Upon commencement of the work following the execution of subcontracting agreement, following matters shall be regularly followed up each month and the documents shall be registered by Human Resources and Occupational Safety Expert in the folder on electronic medium and shared with relevant parties.

Controls:

- Each month, mutual settlement of number of employees and obtaining from the subcontractor the confirmed list of personnel having worked within relevant month. (Occupational safety expert, project manager)
- Verifying that SSA Assessment and Service breakdowns and premiums are paid. HR

- Declaration of employment - declaration of departure from work and service certificate breakdowns shall be checked by human resources after being received from subcontractor's personnel officer.
- "e-letter of discharge" and detail card shall be received by Human Resources on the 25th of each month and handed to the Accounting Department.

Upon termination of subcontracting relationship, human resources shall be informed by the manager of the principal company for issuance of closure letter. Letter of closure shall be issued and necessary notices shall be given with reference to such information.