

TOFAŞ

TÜRK OTOMOBİL FABRİKASI A.Ş.

Tofaş Türk Otomobil Fabrikası A.Ş.

Competition Law Compliance Policy

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1. PURPOSE AND SCOPE

The purpose of this Competition Law Compliance Policy ("the **Policy**"), which is an integral part of the Tofaş Code of Ethics is to set the principles and rules for the conduct of all activities within Tofaş in compliance with competition law.

This Policy aims to ensure that all processes and practices of Tofaş comply with competition law and to raise awareness on competition law. This Policy is an indication of importance that Tofaş acts in accordance with competition law while conducting its commercial activities and relations with competitors.

All employees, directors, and officers of Tofaş shall comply with this Policy. Business Partners are also expected to act in accordance with the principles of this Policy to the extent applicable to the relevant transactions.

2. DEFINITIONS

“Abuse of Dominant Position” is defined as the abuse of the dominant position by undertakings to restrict competition in the market. Examples of these practices include obstructing competitors in the market, preventing undertakings entering the market, refusing to supply goods and services, discriminatory practices, making the sale of one product conditional on the sale of another product and applying excessive pricing.

"Anti-Competitive Agreement" refers to express or implied agreements between undertakings, which may be written or oral, and cover issues such as Price Determination, determination of the amount of production or supply to the market, market and customer sharing, Boycotts, bid-rigging, etc.

"Boycott" refers to an agreement between competing undertakings to refrain from doing business with a particular person or entity.

"Business Partners" includes suppliers, distributors, dealers, authorized services and other third parties with whom the company has a business relationship and all kinds of representatives, subcontractors, consultants, etc. acting on behalf of the company, as well as their employees and representatives.

“Competition” is the contest between undertakings in markets for goods and services, which enables them to take economic decisions freely,

"Competitively Sensitive Information" refers to any information that, if shared with competitors, may distort, restrict the competition and/or cause this effect which includes, but not limited to, information on price, price change schedules/plans, discount/campaign plans, quantity, profit ratios, customers, costs, turnover, sales, purchases and stock amounts, distribution networks, sales, purchases, capacity, product qualifications, marketing plans, advertising and promotional expenses, market shares, risks, investments, technologies, innovation and R&D programs, business strategies, and other similar cost-sensitive, non-public, current or future information.

“Concerted Practice” refers to direct or indirect relationship that provides a coordination or practical cooperation that replaces the independent behaviour of the undertakings, where there is no agreement between undertakings.

“Dominant Position” means the power of one or more undertakings in a particular market to determine economic parameters such as price, supply, the amount of production and distribution, by acting independently of their competitors and customers.

“Main Shareholders” refers to Stellantis N.V. and Koç Holding A.Ş., the main shareholders of Tofaş.

“Price Determination” refers to the coordination of competing undertakings to increase, fix, eliminate, limit discounts, determine the profit margin, etc. of the price of a product or service.

"Tofaş" means Tofaş Türk Otomobil Fabrikası A.Ş., all companies controlled directly or indirectly by Tofaş Türk Otomobil Fabrikası A.Ş., individually or jointly, and the Joint Ventures included in the consolidated financial report of Tofaş Türk Otomobil Fabrikası A.Ş.

“Undertaking” is a natural and legal person who produces, markets and sells goods or services in the market, and a unit which can decide independently and constitute an economic whole.

3. GENERAL PRINCIPLES

Tofaş employees and Business Partners are expected to carry out their business in accordance with the law in countries where they operate, the Tofaş Code of Ethics and this Policy. Acting in accordance with competition law regulations is a crucial part of the duties and jobs of all managers and employees.

Tofaş,

- regularly monitors the compliance of its activities with the competition law.
- takes necessary actions regarding the management of competition law compliance risk.
- carries out necessary training and supervision activities to raise the awareness of employees and managers regarding competition law.

Within the framework of this Policy, Tofaş employees, managers and Business Partners are required; conduct their activities within the scope of competition law in accordance with Tofaş’s policies, procedures, etc. documents and announcements, not to be engaged in Anti-Competitive Agreements and Concerted Practices with competitors, not to act in line with the anti-competitive decisions of the association of undertakings, not to share information that may cause inconveniences with competitors in terms of competition law and to act carefully regarding the Abuse of Dominant Position in markets where Tofaş may have a Dominant Position.

Violation of this Policy may result in serious consequences, for Tofaş, its managers, employees and its Business Partners, including legal, administrative and criminal sanctions depending on the legislation in the region of operation, and most importantly, this may seriously damage to the reputation of the Main Shareholders.

4. APPLICATION OF THE POLICY

4.1 Rules to Be Considered in Relationships with Competitors

It is forbidden to make agreements or engage in behaviours having the nature of Concerted Practices, with the competitor Undertakings which have as their object or effect or likely effect the prevention, distortion or restriction of competition directly or indirectly. Anti-Competitive Agreements with competitor Undertakings such as Price Determination, allocation of customers and territories (not bidding for each other's customers or not operating in each other's territories), restricting the amount of production or supply (e.g. capacity reduction, supply quotas) and bid rigging (collusive bidding or bid allocation) are also prohibited.

Attention should be paid to the language used in in-company correspondence and interaction with competitors and Competitively Sensitive Information must not be shared with them.

Attention must be taken to the language used in internal correspondence, as well as in conversations and correspondence with competitors and third parties that could indirectly lead to the disclosure of Competitively Sensitive Information. Competitively Sensitive Information must not be disclosed, either directly or indirectly (e.g. through third parties such as a common supplier working with competing

Undertakings), and competitors or third parties that could indirectly lead to the disclosure of competitively sensitive information must not be requested to disclose such information, nor must communications be made with employees or managers of such companies for this purpose.

Particular attention must be taken in any contact with the employees of competing Undertakings and third parties that could indirectly lead to the disclosure of Competitively Sensitive Information.

In meetings where competing Undertakings come together such as associations, councils, trade associations; the agenda of the meeting must be checked in advance, all documents such as the agenda, minutes, etc. relating to the meeting must be kept, in the case of anti-competitive speeches by others, such sharing must be immediately warned and this objection must be recorded in the minutes of the meeting and a copy of the minutes of the meeting must be taken; if the speeches continue the meeting must be abandoned and Legal and Compliance Department of Tofaş must be informed concerning what needs to be done afterwards.

In addition, no verbal or written agreements can be made with competitors or non-competitors not to recruit or employ each other's employees, no information may be requested about the salaries and/or benefits that third parties provide to their employees, and no such information belonging to Tofaş may be disclosed to third parties.

Legal and Compliance Department of Tofaş must be consulted before responding to requests from competitors or third parties that could indirectly lead to the disclosure of Competitively Sensitive Information that carry the risk of violation of competition rules; it must not be kept silent, and the parties should be informed in written that such requests are not compatible with competition rules, that the request cannot be answered positively that Tofaş cannot be a party to such an agreement and that the information and/or requests provided cannot be taken into account in any way in Tofaş's decision-making processes, and a record of such response should be kept.

Information regarding competitors; could be, in accordance with the law, obtained from publicly available sources such as press releases, public annual reports, official records, trade journals, speeches by company executives. If these sources which contain information about competitors in presentations, reports and similar documents prepared by Tofaş are used; the legitimate source of this information must be clearly and explicitly stated. If market research results obtained from publicly available sources are shared in internal correspondence, it must be clearly stated that the sources are not competitors, and the legal source of the information must be explicitly stated.

4.2 Rules to Be Considered in Case of Dominant Position

If Tofaş have a Dominant Position in the different markets in which it operates, employees carefully carry out their activities in accordance with the requirements of the Dominant Position. Although the determination of dominant position is evaluated separately for each market based on the market shares of undertakings, competitors and some specific factors, Tofaş avoid the following practices that can be regarded as an abuse if it is in a position that can be considered as dominant in a market in which it operates:

- Implementing pricing strategies that exclude competitors from the market or discriminate against specific customers such as offering non-objective loyalty discounts to increase the number of sales.
- Requiring the purchase of one product conditional on the purchase of another product.
- Refusal to provide goods or services without objective grounds.
- Conduct activities to prevent competing undertakings operating in the market or seeking new entry into the market.
- Providing different terms for similar acts to equal buyers.
- Imposing excessive pricing and/or offering contracts that contain unfair commercial terms.

- Signing long-term exclusivity agreements. (Time restrictions concerning this subject may vary depending on the market of the relevant service/product. The Legal and Compliance Department of Tofaş must be consulted, prior to signing such agreements.)

4.3 Rules to Be Considered in Relationships with Customers, Dealers and Suppliers

Employees and managers of Tofaş respect the freedom of dealers and authorized services in the sector in which they operate to set their own sales prices, profit and discount rates, payment terms, campaigns, etc., and strictly avoid any actions and statements that may create the impression that this freedom is restricted. They ensure that anti-competitive activities, particularly in terms of region or customer restrictions, are not carried out within the scope of the distribution system applied, and act within the framework of agreements that comply with competition rules in its relations with suppliers. In addition, the maximum resale price or recommended resale price (provided that it does not become a fixed or minimum resale price) may be communicated to dealers and authorized after-sales services, and care will be taken to use the terms "recommended" or "maximum" resale price in any oral or written communication and to indicate that such resale prices are not binding.

Being aware of the fact that dealers, authorized services and suppliers are competitors of each other, it should be careful against all kinds of statements and actions that may constitute Competitively Sensitive Information, Concerted Practices or Anti-Competition Agreement between these undertakings, and necessary warnings should be made to the relevant parties to avoid such interaction, and Legal and Compliance Department of Tofaş should be contacted immediately to take the necessary legal measures.

4.4 Mergers, Acquisitions and Joint Venture Transactions of Companies

The merger of two or more companies or the change in control of a company in whole or in part (through the purchase of shares or assets), or the establishment of a joint venture may, in certain conditions, be subject to the permission of the competition authorities. The transaction that are subject to notification are completed without the authorization of competition authorities; this creates a risk that the transaction could be legally invalid and/or administrative fines are imposed. In the preliminary stages of a planned merger, acquisition or joint venture transactions by Tofaş, before signing any contract or a written commitment, Legal and Compliance Department of Tofaş and the Main Shareholders must be informed in order to carry out the necessary assessment.

4.5 Use of Press, Media and Other Social Communication Channels

Employees and managers of Tofaş act very carefully in their posts in press, social media and other communication channels as a part of compliance with the Policy. In terms of exchanging Competitively Sensitive Information with competitors, these channels are places to be extremely crucial. Undertakings should avoid, through such channels, sharing one-sided information sharing with competitors such as future price, stock and campaigns that may be qualified as Competitively Sensitive Information. In addition, it must be ensured that all kinds of announcements, disclosures made by Tofaş to the public through any communication channel and campaigns, incentives, launches, warranty practices, audits, etc., issued to dealers or authorised services are in compliance with the competition law.

4.6 Communication with Competition Authority Officials During the On-Site Inspections

In case of an on-site competition law inspection concerning Tofaş, it is crucial to cooperate with competent Competition Authority officials. Severe administrative and legal sanctions may be imposed in cases where the on-site inspections are hindered or complicated. The following issues should, however, be considered in order to protect the rights of Tofaş during on-site inspections and the Tofaş On-Site Inspection Procedure must be followed:

- Request to see the authorization documents of the officials who is in charge of the inspection and note their names, institutions and the time they came to the company.
- Immediately contact Legal and Compliance Department of Tofaş, as well as Koç Holding Legal and Compliance Department.
- Direct officials to the Legal and Compliance Department of Tofaş or a senior executive.
- Do not delete/destroy any electronic or printed information/document/data during the inspection and do not leave correspondence groups in communication applications.
- Follow the instructions of Legal and Compliance Department of Tofaş during the inspection.
- Do not give estimated or uncertain answers to the questions asked during the inspection but indicate that you will send a written explanation later to avoid giving an incorrect answer.
- As long as the investigation is ongoing, do not leave the company without consulting Legal and Compliance Department of Tofaş.

If Competition Authority officials request information or ask questions by ways of phone/e-mail etc., direct immediately their call to the Legal and Compliance Department of Tofaş.

4.7 Training and Monitoring

Tofaş is required to abide the following provisions:

- Regularly provide the necessary trainings on competition law to all employees,
- Adapt this Policy, if necessary, according to the needs of the company and to prepare the necessary procedures.

Legal and Compliance Department of Tofaş:

- Reviews the content of the Company's own procedures and trainings, and monitors their completion status, in coordination with the Main Shareholders,
- Submits an annual training report to the Main Shareholders upon their request.

5. AUTHORITY AND RESPONSABILITIES

All employees and directors of Tofaş are responsible for complying with this Policy, implementing and supporting the relevant Tofaş's procedures and controls in accordance with the requirements in this Policy. Tofaş also expects and takes necessary steps to ensure that all its Business Partners to the extent applicable complies with and/or acts in line with this Policy.

If there is a discrepancy between the local regulations, applicable in the countries where Tofaş operates, and this Policy, subject to such practice not being a violation of the relevant local laws and regulations, the stricter of the two, supersede.

If you become aware of any action you believe to be inconsistent with this Policy, the applicable law or Tofaş Code of Ethics, you may seek guidance or report this incident to your line managers. You may report the incident (i) by sending an e-mail to etikkurul@tofas.com.tr or alternatively, (ii) to Koç Holding's Ethics Hotline via the following link: "koc.com.tr/hotline" and Stellantis N.V.'s Ethics Hotline via the following link: "<https://secure.ethicspoint.eu/domain/media/en/gui/102375/index.html>". If you are an employee of Tofaş, in addition to the abovementioned channels, you may also submit your concerns and notifications through the "Ethics Hotline", which can be accessed through the link "go.tofas.com.tr".

Tofaş employees may consult the Legal and Compliance Department of Tofaş for their questions related to this Policy and its application. Violation of this Policy may result in significant disciplinary actions including dismissal. If this Policy is violated by third parties, their contracts may be terminated.

6. EFFECTIVE DATE AND REVISION HISTORY

This Policy takes effect on 18.02.2025 as of the date approved by the Board of Directors and is maintained by the Legal and Compliance Department of Tofaş.

| Revision | Date | Comment |
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