

TFI GROUP COMPANIES – ANTI - BRIBARY AND ANTI-CORRUPTION POLICY

1. Commitment of TFI and its subsidiaries

1.1 Introduction

TFI and its subsidiaries and affiliates (the “**Company**”) are committed to conducting the Company’s activities lawfully in accordance with all applicable Corruption Laws. This policy (the “**Policy**”) contains guidelines, standards, and procedures intended to ensure that the Company and the Company Personnel understand and comply with applicable Corruption Laws in all interactions with current and prospective Company clients and customers, Third Parties, Business Partners, and others.

Violations of applicable Corruption Laws may expose the Company and Company Personnel to potential civil and criminal monetary penalties and, in the case of Company Personnel, imprisonment.

The Company’s directors, officers, and managers stand fully behind this Policy and are committed to preventing bribery and corruption and appropriately responding to any occurrences that may warrant action. The Company’s Group CFO, Compliance Department and Legal Department will oversee its implementation. The purposes of this Policy include:

- to establish a clear anti-corruption policy for all Company Personnel, Third Parties, and Business Partners;
- to provide guidance for Company Personnel, Third Parties, and Business Partners to promote and ensure compliance with the Policy and applicable Corruption Laws; and
- to identify appropriate measures that the Company may take if a violation occurs of this Policy or any applicable Corruption Laws.

1.2 Persons Covered by this Policy

The Policy applies to all Company Personnel, and compliance with its terms is mandatory. Where appropriate, certain aspects of the Policy will also apply to Third Parties acting on the Company’s behalf and to the Company’s Business Partners.

2. Definitions

“**Applicable Laws**” means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, decrees, orders, instruments, by laws, ordinances, notices, instructions, decisions and awards of any court or competent authority or tribunal exercising statutory or delegated powers and all codes of practice / legislative measures having force of law, statutory guidance and policy notes, including without limitation to those relating to tax, in each case to the extent, at any time, (i) applicable to a Party either directly or (ii) indirectly because of application to a Party as result of its direct or indirect application to a parent of a Party, or (iii) applicable to any TFI Group Company, (iv) or as the context otherwise requires.

“**Business Partner**” means any entity other than a client, customers or Third Party with which the Company enters into a business relationship for profit.

“**Charitable Donations**” means monetary or in-kind (such as products or services) assistance provided to associations, foundations, unions, and similar non-profit organizations, as well as universities, schools, and other private or public legal entities, without any expectation of benefit, in order to serve the public interest and support a social purpose.

“Company Personnel” means officers, directors, managers and employees of the Companies.

“Corruption” means, in business relationships established with private parties or with Public Officials (for the avoidance of doubt, limited to individuals’ professional relationships and does not cover personal actions or undertakings unrelated to their business dealings or dealings with Public Officials), (i) violating Applicable Laws, or (ii) directly or indirectly giving, providing, offering, or receiving any payment, gift, or other advantage to or from a Public Official or any other person in order to secure an improper advantage or to improperly obtain or retain business or an advantage in the conduct of business, or agreeing to give, provide, offer, or receive any such payment, gift, or other advantage (whether alone or in concert with others).

“Anti-Corruption Legislation” means all applicable laws relating to bribery and corruption, including but not limited to the following:

(c) The United States Foreign Corrupt Practices Act (“FCPA”);

(d) The United Kingdom Bribery Act 2010 and, with respect to practices prior to the entry into force of the 2010 Bribery Act, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010);

(e) The United Nations Convention against Corruption and the United Nations Convention against Transnational Organized Crime;

(f) The Council of Europe Civil Law Convention on Corruption;

(g) The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

(h) The Criminal Law Convention on Corruption;

(i) The Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime;

(j) All anti-corruption laws in force in Turkey (such as the Turkish Penal Code, Capital Markets Law, Anti-Smuggling Law, Public Procurement Law, Banking Law, Misdemeanors Law, and Tax Procedure Law).

“Facilitation Payments” means unofficial, improper payments made to secure or expedite a routine government action to which the payer is already entitled.

“Family Member” means a parent, spouse, spousal equivalent, child, sibling, uncle, or aunt.

“Gift” means any benefit or item of material value that is given or accepted directly or indirectly. This includes discounts, gift cards, promotional products, employment commitments, cash or cash-equivalent payments, credit facilities, memberships, service offerings, and personalized privileges.

“Hospitality” means organizations or activities that include meal offerings, short or long-term accommodation, travel and transportation expenses, and participation in sports, cultural, or similar social events.

“Senior Management” means top-level executives such as the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Technology Officer (CTO), and similar C-level managers, as well as executive board members in publicly traded companies, depending on the company’s organizational structure.

“Sponsorship” means the act of supporting an event, activity, person, or organization financially or by providing services.

“Senior Management” means top-level executives such as the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Technology Officer (CTO), and similar C-level managers, as well as executive board members in publicly traded companies, depending on the company’s organizational structure.

“Public Official” means: (i) an officer, agent or employee of a government, government-owned enterprise (or any agency, department or instrumentality thereof), political party or public international organization, (ii) a candidate for government or political office, or (iii) an agent, officer, or employee of any entity owned by a government.

“Third Party” means any individual (other than Company Personnel) or entity engaged to provide goods or services to or on behalf of the Company, including attorneys, accountants, lobbyists, agents, consultants, brokers, advisors, and other persons who the Company has used or is using in the conduct of business.

3. General Principles

The Anti-Corruption Policy prohibits any financial or other benefit—regardless of any minimum monetary threshold—that is offered, provided, promised, authorized, requested, or received for the purpose of securing an improper advantage or in exchange for an advantage that is itself improper to accept. In this context, not only cash payments but also all direct or indirect benefits such as gifts, hospitality, travel, donations, sponsorships, and employment opportunities are considered within the scope of corruption.

Our company expects all employees, managers, and business partners to fully comply with the applicable anti-corruption legislation and the rules set forth in this policy. Accordingly, transparency, accountability, and integrity are fundamental principles in all transactions; strict adherence to ethical standards of conduct is mandatory in all relationships with public officials or private sector representatives.

4. Implementation of the Policy

4.1 Third Parties and Due Diligence

(a) Engagement of Third Parties and Business Partners

The Company may engage Third Parties only provided that such individuals or entities render their services in good faith, are compensated at a reasonable fee, are subject to an appropriate level of due care, and are bound, prior to engagement, by a written agreement or any other written instrument containing adequate anti-corruption provisions. Similarly, the Company may enter into business relationships with Business Partners acting in good faith only on the condition that the relevant individuals or entities are subject to appropriate due diligence and that the relationship is formally documented through a written instrument containing anti-corruption provisions.

When engaging any Third Party that may provide services on behalf of or for the benefit of the Company, or when entering into a business relationship with a Business Partner—particularly in

cases where there is a reasonable likelihood of interaction with a Public Official—a request for due diligence must be submitted to the Compliance Department.

In addition, prior due diligence must be requested from the Compliance Department for all third-party relationships with an annual transaction volume of TRY 10 million (or USD 120,000) and above. Where the transaction volume exceeds TRY 50 million, such due diligence must be regularly updated at least once every two years.

(b) Due Diligence

Prior to entering into any commercial engagement with a Third Party or a Business Partner, the Compliance Department shall conduct the required due diligence in accordance with subsection (a) of this Article, as appropriate to the business circumstances, and such due diligence shall be documented in the Company's books and records. The nature and scope of the due diligence may vary depending on the risks associated with the type of services to be provided by the Third Party or the type of commercial engagement to be undertaken with the Business Partner. However, through the due diligence process, the Third Party or Business Partner should, to the extent possible, be assessed with respect to the following:

The Third Party or Business Partner's:

- qualifications and capability to perform the services or undertake the business engagement;
- reputation within the relevant industry;
- existence of any actual or potential conflicts of interest;
- political exposure or influence;
- commitment to act in accordance with high ethical standards; and
- existence of appropriate policies and procedures for the prevention of corruption.

Due diligence of prospective Third Parties and Business Partners shall generally and, at a minimum, include the following:

- obtaining from the relevant Third Party or Business Partner a due diligence questionnaire or a similar information form prepared and updated by the Compliance Department; and
- assessing the reputation of the prospective Third Party or Business Partner and its prior business relationships within the local business and financial community. Appropriate methods may include references from former or current customers, financial references, research conducted through publicly available sources, prior reviews, and similar means.

If one or more “red flags” are identified during the due diligence process, the Compliance Officer shall report such red flag(s) to Senior Management. Based on the report submitted, Senior Management shall determine whether additional review is required in relation to the identified red flag(s), whether the Third Party or Business Partner is capable of mitigating or eliminating such red flag(s), or whether negotiations with the Third Party or Business Partner should be terminated.

Common “red flags” relating to Third Parties and Business Partners include, but are not limited to, the following:

- agreements involving vague or undefined services;
- operating in a line of business unrelated to the contemplated engagement;
- being managed or controlled by a Public Official;
- being engaged at the request of a Public Official;

- being a shell company incorporated in a foreign jurisdiction;
- requesting payments to be made to foreign bank accounts; and
- engaging in activities that create or may create reputational risk for the Company.

4.2 Rules on Interactions

(a) Bribery and Corruption

A Company Employee shall not, directly or indirectly, give, offer, promise, authorize, or agree to give anything of value to a Public Official for the purpose of obtaining or retaining any improper advantage, or securing or maintaining business or a commercial advantage for the Company in an improper manner.

A Company Employee shall not, directly or indirectly, give, offer, promise, authorize, or attempt to give anything of value to a private individual for the purpose of assisting the Company in obtaining or retaining any improper advantage, or securing or maintaining business or a commercial advantage in an improper manner. Likewise, a Company Employee shall not directly or indirectly request, solicit, accept, or attempt to accept anything of value, where such conduct may result in the obtaining of an improper business advantage.

Gifts, hospitality, or similar forms of entertainment provided to government or public officials and politically exposed persons are subject to strict legal regulations. Both local and international laws prohibit the provision of any benefit, gift, or item of value to such persons for the purpose of obtaining or facilitating business. Accordingly, any gifts, hospitality, or entertainment offered to government/public officials or politically exposed persons must be reasonable, proportionate, and transparent, and must be provided in full compliance with applicable legal requirements. Any circumstances that may give rise to the perception of bribery, improper benefit, or facilitation payments must be strictly avoided.

(b) Gifts and Hospitality

A Company Employee shall not, on behalf of the Company, directly or indirectly offer, promise, provide, or authorize the provision of any gifts (including cash or cash equivalents), entertainment, meals, travel, accommodation, or other items of value to any individual or entity, except where such individuals or entities are permitted under and in compliance with this Policy.

Likewise, a Company Employee shall not, in connection with Company business, accept or solicit any gifts (including cash or cash equivalents), entertainment, meals, travel, accommodation, or other items of value, except as permitted under and in compliance with this Policy.

The concepts of “modest” and “reasonable and not excessive” value may vary across jurisdictions in which the Company operates, depending on applicable cultural and economic standards and norms. As the aggregate value of gifts, entertainment, meals, travel, accommodation, or other items of value provided to a single individual or entity within a calendar year may appear improper, Company Employees must exercise due care and consider the total cumulative value of such items.

(i) Gifts

It is customary from time to time to provide small Gifts to Third Parties, Business Partners, and customers. A Company Employee may offer gifts of modest value, provided that such Gifts are customary, appropriate to the recipient’s position, non-offensive, and do not violate applicable Anti-Corruption Legislation.

However, any Gift that may create the appearance of a conflict of interest, adversely affect fair and impartial decision-making, or be deemed contrary to generally accepted business practices must be declined, even if it falls below the applicable monetary threshold. Likewise, Gifts of such nature must not be offered to third parties.

Company-branded items are generally considered acceptable Gifts. A Company Employee shall not, directly or indirectly, give Gifts in the form of cash or cash equivalents.

(ii) Meals

The Company may pay for or host meals and receptions for existing and prospective customers, subject to the following conditions:

- A Company Employee must be present at the meal and/or hospitality event;
- The cost of the meal and/or hospitality must be reasonable and not excessive;
- The venue must not be inappropriate or give rise to any appearance of impropriety; and
- The meal or hospitality must be directly related to the promotion and explanation of the Company's business and services, and, in the case of meals or receptions organized for Third Parties or Public Officials, must be directly related to the performance or execution of a contract with a government or similar authority, department, agency, or instrumentality, including entities owned or controlled by the state.

The frequency and value of such meals and hospitality must not appear improper and must, both individually and in the aggregate, always remain reasonable.

(iii) Travel and Accommodation

The Company may host existing and prospective customers at events that require travel and accommodation (including airfare, local transportation, and lodging expenses); however, such travel and accommodation must comply with the following conditions:

- The costs must be reasonable and not excessive; and
- The travel and accommodation must be directly related to the promotion and explanation of the Company's services, and, in the case of travel and accommodation provided to Third Parties or Public Officials, must be directly related to the performance or execution of a contract with a government or similar authority, department, agency, or instrumentality.

When determining whether travel is "reasonable," a Company Employee must select the lowest-cost airfare with the fewest possible connections (i.e., no more than two layovers). The location and duration of the event shall determine the destination airport and the maximum length of stay. Business class airfare is permitted only for international flights exceeding six (6) hours, unless otherwise approved by the CEO, CFO, or the Chair of the Executive Committee. First class airfare is not considered reasonable. Local transportation must also be reasonable in cost and not excessive. Reasonable, non-excessive business-class accommodation may be provided.

(iv) Entertainment

The Company may host existing and prospective customers and their representatives at sports and cultural events, such as concerts or other live performances, subject to the following conditions:

- A Company Employee must be present while the relevant individual is being hosted;
- The total per-person value of the entertainment must be reasonable and not excessive;

- The event must not be conducted in an inappropriate manner or in a way that may give rise to an appearance of impropriety; and
- When hosting Third Parties or Public Officials, the entertainment must be directly related to the promotion and explanation of the Company's business and services, or to the performance or execution of a contract with a government or similar authority, department, agency, or instrumentality, including entities owned or controlled by the state.

(v) Family Members and Guests

A Company Employee shall not provide any gifts, entertainment, meals, travel, or accommodation to any family member or guest of a Third Party or a Public Official.

(c) Facilitation Payments

Facilitation payments are strictly prohibited, regardless of amount. No payment shall be made for the purpose of expediting or securing the performance of any government action, unless such payment is expressly permitted by law and the applicable schedule of official expediting fees is publicly disclosed.

(d) Political Contributions

Company Employees are free to engage in political activities in their personal capacity. However, making contributions on behalf of the Company to any political candidate or political party, including donations of money, time, services, or assets, is strictly prohibited.

(e) Donations

The Company may make donations to bona fide charitable organizations, subject to obtaining the opinion of the Company's Compliance and Corporate Communications Departments. Donations must not, under any circumstances, be made for the purpose of obtaining any improper benefit, corruption, or undue advantage, and must not be structured in a manner that could harm the reputation of the Company or any related party, or give rise to an actual or perceived conflict of interest. Donations must not be linked to business opportunities and must not be intended to benefit, directly or indirectly, any public authority, municipality, government official, or political party. Donation requests recommended or suggested by Public Officials or politically exposed persons must be handled with particular caution and reviewed by the Compliance Department. All donations must be made in full compliance with applicable laws and regulations.

The annual donation budget/limit shall be determined by the Board of Directors and/or the General Assembly, taking into account applicable legal requirements, and no donations may be made in excess of such limit.

Information regarding sponsorships carried out during the year shall be obtained by the Compliance team from the Finance teams, and the necessary reporting shall be completed accordingly.

5. Books and Records

5.1 Maintaining Accurate Books and Records

The Company shall maintain books, records, and accounts that accurately, honestly, and in reasonable detail reflect its business transactions, including, without limitation, revenues, expenses, profits, losses, and the disposition of assets. This requirement includes all expenditures related to interactions with Third Parties.

The nature and purpose of all payments must be accurately recorded in the Company’s books and records with a reasonable level of detail, and generic descriptions (such as “miscellaneous airfare and hotel expenses”) must be avoided. To ensure the proper functioning of this process, Company Employees must record their expenses in the Company’s expense management system in accordance with the Company’s Procurement and Expense Reporting Procedures. Company Employees are expected to complete expense forms by specifying the number of participants at events such as hospitality, meals, or entertainment, indicating whether any third parties or Public Officials attended, and detailing the travel itinerary and purpose of travel (e.g., business meeting, return home after working hours).

The Company shall also establish and maintain adequate internal accounting controls designed to ensure the achievement of its recordkeeping and anti-corruption objectives.

Off-the-books accounts and false or misleading entries in the Company’s books and records are strictly prohibited. All financial transactions shall be properly documented, regularly reviewed, and accurately accounted for in the Company’s books and records. Unless a longer retention period is required under applicable Anti-Corruption Legislation, all records and reports, together with all supporting documentation, shall be retained for the statutory period from the date of their creation and shall be readily accessible.

5.2 Notification

Any benefit to be provided to Third Parties must be specified in the expense management system entries. The Compliance Officer shall review such entries by extracting them from the Company’s expense system.

If it is anticipated that expenditures made for the benefit of a Third Party, or any individual expense incurred for gifts, meals, travel, local transportation, or entertainment, will exceed the thresholds set forth in the table below, the relevant Company Employee must obtain approval from the CEO, CFO, or the Executive Committee. The CEO, CFO, or members of the Executive Committee from whom approval is requested may seek the opinion of the TFI Internal Control, Compliance, and Risk Management Department.

Category	Limit
Gift	150 USD
Meal	150 USD
Travel and Accommodation	Economy Class for flights of less than 6 hours; Business Class for flights of 6 hours or more 4-star hotel accommodation
Hosting/Entertainment	600 USD
Donation and Sponsorship	Limits determined by the Board of Directors and/or the General Assembly, taking into account applicable legal requirements

In all other cases, the Company Employee requesting or incurring the expense is not required to obtain prior approval; however, such employee must comply with this Policy and maintain complete and accurate records relating to the expense. These records must include the names and titles of the Third Parties or Public Officials involved, a description and value of the expense (including all receipts and invoices), and the business purpose justifying the expense.

6. Authority and Responsibility

6.1 Management Responsibilities

CFO and Compliance Department shall take reasonable steps to ensure that this Policy is followed, including monitoring to detect non-compliance, and to evaluate periodically the effectiveness of this Policy.

In addition, Internal Audit Department will conduct financial controls, including periodic internal audits and risk assessments, if necessary, internal investigations of allegations of misconduct and to detect improper payments related to corruption or bribery.

The Compliance Department shall review and revise the Policy as necessary and as required by any changes to any applicable Corruption Laws. Company Personnel should direct any suggestions for improvements to the Policy to the Compliance Department.

6.2 Appointment of a Compliance Officer Responsible for Anti-Corruption Compliance Program

The Company shall appoint a Compliance Officer to assist in the implementation, monitoring, and enforcement of this Policy. The Company's Compliance Officer shall be responsible for ensuring that the Company conducts business in accordance with the Policy. The Company's Compliance Officer shall be responsible for ensuring periodic training on this Policy to all Company Personnel. More in depth training will be provided to associates whose duties and responsibilities present a greater risk to the Company (e.g., Company Personnel who frequently engage in contracting, distribution, marketing and engaging Third Parties).

6.3 Compliance with the Policy

Compliance with this Policy is a condition of employment. All Company Employees subject to this Policy are required to comply with its provisions and, in accordance with the procedures set forth below, promptly report any known or suspected violations, as well as any other illegal, improper, or unethical conduct. The Company will treat violations of this Policy, or the failure to report a violation, as a serious matter that may result in disciplinary action, up to and including termination of employment for cause. Other disciplinary measures may include warnings and placement under monitoring or supervision.

Adherence to our responsibilities ensures the continued success and growth of our business, both now and in the future.

Each Company Employee is expected to:

- 1. Understand and act in accordance with this Policy and applicable Anti-Corruption Laws and Regulations;**
- 2. Consult Senior Management or the Compliance Department whenever questions arise;**

3. Promptly report any concerns regarding potential violations of this Policy or applicable Anti-Corruption Laws and Regulations to Senior Management and the Compliance Department; and
4. Participate in training programs to remain informed about current standards and expectations.

No reason, including the desire to achieve business objectives, may ever justify a violation of this Policy or applicable Anti-Corruption Laws and Regulations.

6.4 Investigation of Suspected Violations

All suspected violations of this Policy shall be promptly and appropriately investigated and evaluated under both the Company's discipline and whistleblowing policies. In addition, a failure to report misconduct that is known or reasonably suspected may subject a Company Employee to disciplinary action, up to and including termination of employment for cause.

6.5 Compliance Certification

Each Company Employee shall receive a copy of this Policy and any amendments thereto. Newly hired employees are required to acknowledge that they have received a copy of the Policy and that they understand its contents. All Company Employees are required to acknowledge receipt and understanding of any amendments made to the Policy. In addition, each Company Employee shall provide an annual certification within thirty (30) days following the end of each calendar year.

6.6 Reporting Violations

Company Employees are expected to support the Company's compliance with applicable Anti-Corruption Legislation. Any employee who believes that the policies, practices, or activities of the Company or any individual or entity with which the Company has a business relationship violate any applicable law, including Anti-Corruption Legislation, must report such concerns in accordance with the Company's Whistleblowing Policy.

6.7 Effective Date

This Policy shall enter into force upon approval by the Board of Directors as of its publication date and shall remain in effect for as long as the Policy is in force. Any amendments to this Policy shall be subject to the approval of the Board of Directors.

SCHEDULE 1

**TFI GROUP COMPANIES ANTI-CORRUPTION POLICY
CERTIFICATION OF COMPLIANCE**

I, _____, have received a copy of, read, and understand [TFI Group Companies] (“**Company**”) Anti- Bribery and Anti-Corruption Policy (the “**Policy**”). I agree to comply with the specific requirements of the Policy in all respects during my work for or with the Company, and thereafter to the extent required. I understand that any activity in violation of any applicable anti-corruption laws, including, but not limited to, the applicable Corruption Laws as defined under the Policy, is prohibited, and I understand the possible consequences of such a violation. I am presently in full compliance with the Policy, and I know of no violations of the Policy by any other person or entity subject to them, except as may have been previously reported to the Company. I recognize that failure to comply in all respects with the Policy may be a basis for disciplinary measures, up to and including termination for cause of my authorized employment or work for the Company.

Printed Name

Company

Signature

Department/Title/Position

Date