

FORD OTOSAN COMPETITION LAW COMPLIANCE POLICY

1. PURPOSE AND SCOPE

The purpose of this Competition Law Compliance Policy (the "**Policy**") is to determine the basic principles and guidelines for the compliance of Ford Otomotiv Sanayi A.Ş. and its Subsidiaries¹ ("**Ford Otosan**") with competition law regulations (hereinafter, "**Competition Law**") as an essential part of its commitment to operate in accordance with the law. This Policy has been prepared by considering the ethical principles of Ford Otosan's Main Shareholders.

This Policy aims to ensure that all Ford Otosan processes and practices are in compliance with competition law, and to raise awareness of competition law. Ford Otosan continues its activities with a "**ZERO RISK**" policy in compliance with Competition Law. In line with this policy, Ford Otosan has adopted the principle of avoiding any action that may pose a risk in terms of Competition Law and raising awareness on this issue.

This Policy outlines the importance of Ford Otosan attaches to complying with competition law in conducting business operations and relationships with its competitors. All employees and executives of Ford Otosan are obliged to act in accordance with this Policy, which is an integral part of the Ford Otosan's Code of Conduct and Ethical Rules. Ford Otosan expects its Business Partners to act in compliance with this Policy to the extent that it is applicable to the relevant party and/or transaction.

2. CORE PRINCIPLES

Any violation of this policy may result in severe consequences for Ford Otosan, its managers, employees and Business Partners, including legal, administrative and criminal penalties, depending on the legislation in the region where the company operates, and most importantly, these can result in severe damage to Ford Otosan's reputation.

Ford Otosan prepares procedures, instructions and information documents, conducts training and awareness activities, and carries out regular monitoring activities as part of the Competition Law Compliance Program ("RUP") in order to ensure that its activities do not bear any risk within the scope of Competition Law and that this Policy is implemented.

Ford Otosan managers, employees and Business Partners are responsible for performing their activities, which are under the scope of Competition Law, in accordance with Ford Otosan's relevant procedures, instructions, circulars, guidelines, announcements and related provisions of the signed agreements, and they must participate in trainings and programs of Ford Otosan regarding compliance with Competition Law. The Procedures in effect as of the date of the acceptance of this Policy are as follows.

- *Procedure coded GPRHD-008 regarding the Contracts to be Examined under the Competition Law,*
- *Procedure coded GPRHD-007 regarding the Examination of External Communications within the Scope of Competition Law,*
- *Procedure coded GPRHD-002 regarding the Rules of Evidence Collection by the Competition Board,*
- *Procedure coded regarding GPRHD-006NGO Meetings Procedure,*
- *Procedure coded GPRHD-003 regarding Benchmark and Relations with Competitor Procedure*
- *Procedure coded GPRHD-011 regarding Dealers and Authorized Services.*

¹ Companies in which Ford Otosan has directly or indirectly: a) majority of its capital or majority of its voting shares, b) the right to elect a number of members constituting the majority that can take decisions in the management body, shall considered as Subsidiaries within the meaning of this Policy. Ford Otosan recommends other companies that fall outside of this definition, but of which Ford Otosan is a shareholder, to adopt this Policy and its principles.

3. DEFINITIONS

"Abuse of Dominant Position" refers to the abuse by a dominant undertaking of this power in a way that 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" means any express or implied agreement between undertakings, which may be undertaken in writing or orally, including such matters as price fixing, determination of production amount, market and customer sharing.

"Business Partners" include the suppliers, distributors, dealers, authorized services and all other third parties with whom we have a business relationship, and all kinds of representatives, subcontractors, consultants, etc. that act on behalf of Ford Otosan and employees and representatives of the above.

"Concerted Practice" When an agreement does not exist between undertakings, it refers to direct or indirect relations that provide a coordination or practical cooperation superseding the independent conduct of undertakings.

"Competition" refers to the contest between undertakings in the goods and services markets, which allows economic decisions to be made freely.

"Competitively Sensitive Information" refers to all kinds of information that may distort, restrict competition and/or cause this effect if shared with competitors; contains all kinds of information that is not disclosed to the public and is considered as a trade secret, including but not limited to the ones mentioned herein such as product price, price changes, price increase rates, price increase dates, price strategy, discounts, profit, tender price offers and other conditions, production quantities, capacity utilizations, stock, sales, orders, exports, imports, sales target numbers, costs, investment plans, customer lists, dealer incentives and bonuses, technologies, innovation and R&D programs.

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

"Main Shareholders" means the main shareholders of Ford Otosan which are Ford Motor Company and Koç Holding A.Ş.

"Undertaking" refers to natural or legal persons who manufacture, market, sell goods or services in the market, and units, which can make independent decisions and constitute an economic whole.

4. IMPLEMENTATION OF THE POLICY

a. Relations with Competitors

1. Under no circumstances shall any agreements be made with the aim, directly or indirectly, to prevent, distort or restrict competition or that might create or have this effect in a certain market of goods or services.
2. Under no circumstances shall Concerted Practices be taken with competitors or their employees with the purpose of preventing, distorting, or restricting competition directly or indirectly or with the effect of creating or having this effect in a certain market of goods or services.
3. In associations of undertakings such as associations, chambers, decisions that aim to prevent, distort, or restrict competition directly or indirectly in a particular market of goods or services or that have or may cause such an effect shall not be mediated, and such decisions shall not be acted upon.
4. Competitively Sensitive Information cannot be shared with employees of the competitors in any way or form.
5. No communication shall be made with the employees of competitors for the purpose of learning Competitively Sensitive Information of the competitors, nor any written, verbal, or similar communication shall be made accordingly, and neither direct nor indirect methods of communication

may be used to contact with competitors in any way.

6. In case the Competitively Sensitive Information of the competitors is delivered by the competitors without any request, the relevant companies shall be warned to stop this communication, which constitutes a violation of Competition Law, and it shall be ensured that the necessary legal measures are taken.
7. Competitively Sensitive Information is obtained from press releases, publicly disclosed annual reports, official records, and from independent sources that are not solely related to competitors (e.g. mystery shopper research) by methods prescribed by legislation and case law. If such information is needed to be included in presentations, reports and similar documents or communications, the legal source of the information must be stated clearly and expressly.
8. No written or oral agreement can be made with the competitors under the name of a gentleman's agreement, etc.
9. Price, cost elements composing price and sale conditions cannot be discussed and determined mutually with the competitors.
10. No geographical or customer-based market sharing, or supply restriction can be conducted with the competitors.
11. No agreement can be made verbally or in writing with the competitors to refrain from competition,
12. It is not possible to act with competitors to ensure that a certain competitor and/or customer is taken out of the market.
13. No communication can be held with competitors before or during tender participation on matters that may affect competition, such as pricing, cost elements, etc., and there can be no bid rigging.
14. Compliance Leadership shall be consulted before responding to any requests from competitors which may contradict competition rules, and shall not be silent for such requests. It is documented including by that such requests do not comply with the competition rules and cannot be answered positively, by informing the parties in writing to document that they will not be a party to such an agreement.
15. Ford Otosan's Compliance Leadership shall be notified immediately in the event of a situation that may pose a risk in terms of Competition Law or for any hesitation.

b. Relations with Customers, Dealers and Suppliers

1. Knowing that the dealers, authorized services, and suppliers are competitors, it's important to avoid any remarks or acts that could be construed as Competitively Sensitive Information Sharing, Concerted Action, or Anti-Competitive Agreement among those. Necessary warnings should be made to the relevant parties to prevent such communication and transactions. In the event of such transaction or communication that may violate Competition Law requirements, the relevant parties are warned to discontinue the transaction or communication, and the Compliance Leadership is immediately notified to take the required legal measures.
2. Only recommended resale price or the maximum resale price (provided that they do not convert to a fixed price) shall be advised to dealers/authorized services.
3. The freedom of dealers and authorized services to set their own sales prices, and profit and discount rates is respected, and any actions or statements that create an impression of restraint on these freedoms are avoided. In all kinds of verbal or written communication, attention shall be paid to the use of the recommended resale price or maximum resale price phrases.

4. Expressions that can be interpreted as Ford Otosan determining the profit margin of dealers/authorized services, the sale price to customers, or the amount of discount to be made to customers are avoided in communications with our dealers, authorized services, and customers. In this context, the terms "Ford Otosan support" and "dealer purchase price" are used instead of "discount" or "profit margin."
5. All actions to prevent the use of equivalent parts etc. by dealers and authorized services in accordance with the legislation are avoided.
6. Region/living space is not shared among our dealers where a selective qualitative or selective quantitative system is applied in our distribution network. Our dealers' freedom to make active and passive sales within the borders of the Republic of Turkey (as defined in the Competition Board Block Exemption Communiqués) is respected.
7. The freedom of our dealers to make passive sales within the borders of the Republic of Turkey (as outlined in the Competition Board's Block Exemption Communiqués) is respected in areas where the exclusive system is applied in our distribution network.
8. The principles of the selected distribution system shall be followed. Evaluations are performed on the relevant subject (sales, service, spare parts) and de facto practices are avoided.

c. Relations with Non-Governmental Organizations (NGOs) that Convening with Competitors

1. If the meeting agendas of NGOs contain issues contrary to Competition Law regulations or if the agenda is unclear, the said meetings shall not be attended.
2. No opinions or predictions shall be provided for items other than the agenda in NGO meetings.
3. In the event of witnessing the employees of competitors share Competitively Sensitive Information during NGO meetings, immediately a warning shall be issued to stop such sharing. Any objections on the subject shall be recorded in the meeting minutes, and if such implementation continues, the meeting shall be abandoned, and the Compliance Leadership shall be notified immediately.

d. Considerations in Case of Dominant Position

Ford Otosan may be in a Dominant Position in the different markets in which it operates. In such a case, the employees shall perform their activities in a sensitive manner in accordance with the requirements of the Dominant Position. While the determination of the Dominant Position is assessed separately for each market based on the market share of undertakings and competitors and certain specific factors, Ford Otosan shall avoid the following practices that may be regarded as abuse if the company is in a dominant position in a market in which it operates:

- Implementing pricing strategies that exclude competitors from the market or discriminate against specific customers. For example: Offering non-objective loyalty discounts to increase sales volume.
- Requiring the purchase of one product conditional on the purchase of another product.
- Refusal to provide goods or services without objective grounds.
- Conducting activities to prevent competing undertakings operating in markets 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 in this regard may vary depending on the market of the relevant service/product. Ford Otosan Legal and Compliance Leadership must be consulted prior to signing such agreements)

e. Performing Competition Law Analysis during the Preliminary Assessment of New Projects and Applications

1. Prior to the commencement of any practice, project or contract (agreement, protocol, letter of intent or written agreements, verbal or electronic email, and so on between the parties, in any form) related to Competition Law, it is ensured that it complies with the principles and guidelines contained in this Policy and related procedures. The Compliance Leadership shall be informed immediately in advance in the event of a situation that poses a risk in terms of Competition Law or in case of any doubt.
2. **Merger, Acquisition, Joint Venture:** Mergers of two or more companies or changes in control of a company in whole or in part (through the purchase of shares or assets) or establishment of a joint venture may be subject to the permission of competition authorities based on certain conditions. The transaction that are subject to notification are completed without authorization of competition authorities, this creates a risk that the transaction could be legally invalid and/or administrative fines are imposed. In the preliminary stage of the mergers, acquisitions or joint venture transaction by Ford Otosan before signing any contract or a written commitment, the Legal and Compliance Leadership of the Company must be informed in order to carry out necessary assessment.

f. External Communications and Disclosure Matters

As part of the compliance with this Policy, Ford Otosan employees and managers must act very carefully regarding their posts on the press, social media, and other communication channels. Especially in terms of exchanging Competitively Sensitive Information with the competitors, these channels are places that require extreme levels of sensitivity. In this regard, undertakings should be avoided revealing competitively sensitive information such as price, stock, promotion, and so on through such channels, particularly in the future, as this might be described as unilateral information sharing with competitors.

It will be ensured that all kinds of announcements and statements made to the public through printed, visual and verbal communication of Ford Otosan, circulars (campaign, incentive, launch, warranty applications, audit, etc.) periodically published in the dealer/authorized service distribution network, meetings with the dealer/supplier involved, all statements made in external communications, agendas and minutes shall comply with legal regulations, this Policy and related procedures. The Compliance Leadership shall be notified immediately of issues that cause doubt.

g. On-Site Inspection by Competition Authorities and Considerations Regarding Information Requests

It is of utmost importance to cooperate with the competition authority officials during on-site inspections by competition authorities and to respond to requests for information in a complete and accurate manner and on time. Severe administrative and legal sanctions may be imposed if inspections are prevented or obstructed or incomplete, or incorrect or misleading information is provided. In order to protect Ford Otosan's rights during the on-site inspections, the following must be taken into consideration:

- Request to see authorization documents of the officials who is in charge of the inspection and note the names, institutions and arrival times to the Company.
- Immediately contact Ford Otosan Legal and Compliance Leadership.
- Direct the officials to the Legal and Compliance Leadership and a senior manager. If necessary, information to the Main Shareholders shall be provided.

If the Competition Authority officials request information or ask question by telephone/e-mail, etc., direct immediately to the Legal and Compliance Leadership.

h. Training and Monitoring

Ford Otosan Legal and Compliance Leadership;

- Regularly provide the necessary trainings on competition law to all employees,
- Adapts this Policy, if necessary, according to the company needs and to prepare necessary procedures and makes the necessary reporting.
- Reviews the content of the company’s procedures and trainings and monitors their completion status in coordination with Main Shareholders.

5. AUTHORITY AND RESPONSIBILITIES

All employees and directors of Ford Otosan are responsible for complying with this Policy, implementing, and supporting Ford Otosan’s relevant procedures and controls in accordance with the requirements in this Policy. Ford Otosan 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 Ford Otosan 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.

In case of becoming aware of any action that is inconsistent with this Policy, the applicable law or Ford Otosan Code of Conduct and Ethical Rules, Ford Otosan Human Resources Leader, Ford Otosan Ethic Representatives (Human Resources Leaders at company locations and Ethics Coordinator employed at the Internal Audit Leadership), Legal and Compliance Leader, Internal Audit Leader or Compliance Leader should be contacted.

You can send all your questions or notices regarding ethical violation, you may call “0850 305 50 10”, e-mail to fordotosan.ethicspoint.com or fordotosanmobile.ethicspoint.com; or via <https://www.fordotosan.com.tr/en/corporate/about-ford-otosan/notification-form>. You may also report to Koç Holding’s Ethics Hotline via the following link: koc.com.tr/hotline or e-mail to Ford Motor Company’s Ethics Hotline SpeakUp@ford.com.

Ford Otosan employees may consult the Legal and Compliance Leadership in Ford Otosan 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 any third parties, all necessary legal actions shall be taken including termination of their contracts and collection of losses incurred by Ford Otosan from responsible parties.

6. REVISION HISTORY

This Policy takes effect on 29.12.2021 as of the date approved by the Board of Directors of Ford Otomotiv Sanayi A.Ş. and is maintained by Legal and Compliance Leadership.