



Cengiz Holding A.Ş.

Competition Policy

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1. Purpose and Scope

The purpose of this Competition Policy (“Policy”) is to ensure that Cengiz Holding Inc. and its Group Companies (“Cengiz Holding”, “Holding” or “Group”) create a fair, transparent, and sustainable competitive environment in all their activities, to guarantee compliance with national and international competition law, and to set out a zero-tolerance approach towards competition violations.

This Policy applies to all employees, managers, and members of the Board of Directors within Cengiz Holding. In addition, third parties acting on behalf of the Group or having business relations with the Group (such as suppliers, contractors, subcontractors, dealers, distributors, consultants, and representatives) are also expected to comply with this Policy.

The Policy is applicable in all geographies where Cengiz Holding operates, and in cases where local legislation prescribes stricter rules than this Policy, the provisions of the local legislation shall prevail.

2. Definitions

Unless otherwise defined under this section, the terms, words, and expressions used in the Policy shall take their meaning from applicable laws, regulations, and sectoral usage.

Dominant Position: Refers to the power of one or more undertakings in a particular market to act independently of competitors and customers in determining economic parameters such as price, supply, production, and distribution volumes.

Competition: Refers to the rivalry among undertakings in goods and services markets that enables economic decisions to be made freely.

Cartel: Refers to agreements between two or more competitors aimed at fixing prices, sharing markets, restricting production, rigging bids, or otherwise limiting competition.

Tender Processes: Refers to situations in tendering or bidding processes where competition is restricted by the prior determination, agreement, or coordination of prices or conditions among competitors.

Third party: Refers to any supplier, contractor, subcontractor, dealer, distributor, intermediary, or any representative and consultant acting on behalf and account of the Holding.

3. General Principles

Cengiz Holding fully complies with the competition regulations in force in all geographies where it operates, in line with its ethical values, and adopts a zero-tolerance approach to competition violations.

Violations of competition law may result in severe monetary fines and sanctions for both the Holding and its employees on an individual basis, while also causing significant damage to the Holding’s reputation and brand value. Therefore, it is essential that all employees and third parties acting on behalf of the Group strictly comply with competition rules.

To raise awareness among Cengiz Holding employees, periodic training sessions on competition law shall be provided. Following these trainings, employees are expected to fully

understand their obligations under competition law and to be aware of their duties and responsibilities in the event of a competition law breach or an investigation within the Holding

4. Competition

Relations with Competitors

No relationships may be established with competitors that would constitute a breach of competition law. Strategic plans, prices, costs, and other commercially sensitive information specific to the Holding must not be shared with competitors. Agreements or information exchanges that restrict or hinder competition (e.g., price-fixing, market sharing, production quotas, customer lists) are strictly prohibited.

During tender processes, colluding with competitors on prices or conditions, coordinating bids, refraining from bidding, or intentionally submitting high bids is strictly forbidden and subject to severe sanctions.

Collaborations with competitors on joint sales, procurement, production, or R&D may be possible; however, since such initiatives could potentially breach competition law, approval from the Legal Department must be obtained in advance of any such undertaking.

Information-sharing with competitors may occur not only through direct contact but also via associations, industry meetings, consultants, or third parties. Sharing competition-sensitive information, even indirectly, constitutes a violation.

Association/Industry Events

When attending sector meetings, employees must avoid any dialogue or organisation that may lead to a competition violation. If such a situation arises, the meeting must be immediately left, and where possible, this should be recorded in the meeting minutes, a copy obtained, and the Legal Department informed. Even passive attendance at a meeting where anti-competitive discussions occur may be sufficient grounds for the Holding to face penalties.

At such meetings, only topics such as industry challenges, legislation, and regulatory rules may be discussed, provided they do not include confidential commercial information. Sharing confidential commercial information is strictly prohibited.

Dominant Position

Cengiz Holding may hold a dominant position in certain sectors where it operates, meaning the ability to determine economic variables. The Holding may simultaneously be dominant in multiple markets. Abuse of a dominant position damages the Holding's reputation and may result in various sanctions. The following behaviours, which constitute abuse of dominance, must be strictly avoided:

- Preventing or obstructing competitors' market entry or activities,
- Applying different criteria to equivalent companies to disadvantage one over another,
- Unjustifiably ceasing the supply of goods or services,
- Engaging in tying practices (making the purchase of one product or service conditional on the purchase of another),
- Discriminating among customers,

- Entering into agreements in breach of competition law,
- Engaging in predatory pricing or excessive pricing.

Mergers & Acquisitions

Mergers or acquisitions that may breach competition law or create/strengthen dominance with the purpose of restricting competition are prohibited.

When undertaking mergers or acquisitions, Cengiz Holding must conduct necessary research, risk and compliance assessments, and obtain approval from the relevant authorities and competition regulators based on the findings. Undertaking such transactions without approval may result in severe penalties. Any irregularities observed during a merger or acquisition process must be reported to the Legal Department.

Communication

When using social media or other communication tools, employees must ensure not to engage in behaviour that violates competition law. Information about the Group shared on social media accounts may potentially constitute a breach. In addition, special care must be taken with the wording used in correspondence with competitors, especially via email. A written agreement is not necessary for a violation; even a single sentence in an email may be sufficient to constitute an infringement.

On-Site Inspections

Cengiz Holding may be subject to inspections by regulatory authorities in countries where it operates if there is suspicion of a breach of competition law. In such cases, the following rules must be observed:

- Verify the inspectors' authorisation documents and immediately inform the Legal Department,
- Do not obstruct the entry of inspectors into the building or any rooms,
- Do not lock cabinets, hide documents, or delete files,
- Cooperate with the inspection and obtain copies of submitted documents,
- Do not answer questions unless certain, and request written questions where possible,
- Provide devices and documents requested (computers, emails, mobile phones, drawer files, etc.),
- Do not sign any inspection report without approval from the Legal Department.

5. Roles and Responsibilities

Cengiz Holding employees are obliged to comply with the requirements of this Policy. All third parties acting on behalf of the Group are expected to support and adhere to this Policy.

If an employee witnesses a situation that conflicts with the rules set out in this Policy, the matter must be promptly reported to:

- Legal Department, or
- The Procurement Department, or
- Through the Whistleblowing Channels

The Legal and Procurement Departments are jointly responsible for communicating the requirements of this Policy to employees and for establishing an adequate internal control environment. The Board of Directors and senior management clearly demonstrate that compliance with competition law is an integral part of the corporate culture and act as role models in this regard.

In cases where the laws and regulations in the countries where Cengiz Holding operates are stricter than this Policy, the stricter rules shall prevail.

Failure to comply with the obligations under this Policy may result in termination of employment, contract termination, monetary fines, imprisonment, or other sanctions for Cengiz Holding employees or third parties. For Third Parties, necessary measures may include termination of the contract, application of sanctions, and reporting to the relevant legal authorities

6. Revision History

This Policy has been approved and enacted by the relevant Resolution of the Company's Board of Directors, and it is the joint responsibility of the Legal and Procurement Departments to update it periodically in line with changes in legal regulations and Group processes.

Revision No.	Revision Date	Description
01	15.09.2025	Revised to enhance alignment with applicable legislation, international standards, and company practices.