



TURING

Turing's Code of Ethical Business Conduct

July 2025

Introduction to Turing Enterprises, Inc.

Code of Ethical Business Conduct

Turing's Code of Ethical Business Conduct (the "Code") establishes policies and guidelines for employees of Turing Enterprises, Inc., as well as employees of our group of affiliated companies/subsidiaries, which we will refer to as "Turing" or "Company." Employees of Turing are referred to as "Team Members." The Company also intends for the Code to be applicable to all Turing contractors, subcontracted employees, and other affiliates (collectively referred to as Turing "Contracted Business Affiliates"). The primary purpose of the Code is to codify and reinforce core business and cultural practices that Turing Team Members and Contracted Business Affiliates must be aware of and comply with at all times.

In addition to the Code, if you are a Turing Team Member you may receive an addendum with policies specific to your country ("Country Addendum"). Turing encourages all Team Members and Contracted Business Affiliates to read the Code and, if applicable, Country Addendum, thoroughly. Many of the guidelines and policies are obvious and familiar (i.e., policy against harassment and discrimination); others are less so (i.e., process for reporting violations of the Code and Turing's anti-retaliation policy, below). Regardless, it's your responsibility to ensure that you know and operate in accordance with all parts of the Code and Country Addendum applicable to you.

As you pour yourself a big cup of coffee to prepare yourself for your review of the Code and Country Addendum, please note these important considerations before you start:

- The Country Addendums will address policies for specific countries applicable to Team Members. In the event of a discrepancy between the Code and the Country Addendum applicable to you, if any, the Country Addendum will apply.
- Nothing contained in this Code, any Country Addendum, or in any other document provided by Turing guarantees any particular treatment in specific situations.
- Turing reserves the right to make individual exceptions to these policies and procedures without notice. Exceptions for executive officers may be made only by the Turing Board of Directors or their delegates. Any exception granted by Turing is not intended to prevent, and does not restrict its right to insist on, adherence to the policy or practice in the future.
- The Code replaces any prior oral or written policy statements or memos on the same topics.
- The Code should not be construed as a contract or guarantee of specific rights or benefits.
- Turing reserves the right to revise its policies, programs and benefit plans at any time, unilaterally and without any prior notice. The Code and the policies and guidelines

contained within it should not be construed as a guarantee of employment or other working relationship with Turing for any specified duration.

- The employment of all U.S.-based Team Members is “At-Will”, which means that either you or Turing may terminate your employment relationship at any time, for any lawful reason, with or without cause or notice. Nothing in the Code or Country Addendum is intended to alter your “At-Will” employment relationship with Turing.
- For Team Members and Contracted Business Affiliates in all other (non-U.S.) countries, the nature of your working relationship with Turing, including any employment relationship you may have, is governed by the terms of your employment or services contract with Turing and consistent with your country’s local laws as set forth in your contract. Nothing in the Code or Country Addendum is intended to alter the terms and conditions of your employment or services contract with Turing. However, compliance with the Code and Country addendum is a material term and condition of your employment or services contract.
- Violation of any of the Company’s policies and/or procedures may result in disciplinary action up to, and including, termination of employment/termination of services contract, in accordance with applicable law.
- If you have any questions about the Code, please reach out to your manager, a member of Turing’s People Team (people@turing.com) (“the People Team”), a member of Dev Success, and/or Turing’s in-house legal department (legal@turing.com) (“Turing Legal”).

Please sign the Acknowledgment of Receipt and Understanding Form distributed at the end of the Code to confirm that you have received, read, understood and agreed to the contents of the Code and Country Addendum applicable to you.

Turing’s Code of Ethical Business Conduct

Policy

The Code reflects the commitment of the Company to conduct its business affairs in accordance with not only the requirements of law, but also standards of ethical conduct that will maintain and foster the Company’s reputation and culture for honest, respectful, and straightforward business dealings and internal operations. The standards in the Code may be further explained or implemented through policy documentation, practices, and training, as applicable. In no case will the Code supersede a law. Therefore, if a law conflicts with a policy in this Code, you must comply with the law. The Code and related policy documentation are available from the People Team and on the Company’s internal policy website.

This Code applies to all Team Members and Contracted Business Affiliates. Please talk to your manager, the People Team, Dev Success or Turing Legal if you have any questions about the Code and its applicability to you. If you violate the standards of the Code, you may be subject to disciplinary action, up to and including termination of employment/of your services contract, regardless of whether you are or were aware of the Code. So again, please review carefully and ask questions if you have any.

If you are in or aware of a situation which you believe may violate or lead to a violation of this Code or of applicable law, please follow the guidelines described below in the “Enforcement Section” starting on Page 6 of the Code. If you are a manager or have a heightened duty of care to the Company through your role on the Finance Team, the People Team or on Turing Legal, failure to report a suspected or known violation of the Code could also be a violation of the Code itself.

Requirements and Expectations

Honest, Lawful and Ethical Conduct: All Team Members and Contracted Business Affiliates must conduct themselves in an honest and lawful manner, in accordance with high ethical and professional standards. Turing’s cultural standards of ethical, honest, respectful, and lawful conduct are broad concepts; therefore the Code sets out *principles* to guide Team Members and Contracted Business Affiliates and Contracted Business Affiliates and we expect Team Members and Contracted Business Affiliates to always use their best judgment in applying the Code’s principles.

Conflicts of Interest: A “conflict of interest” (a “Conflict”) exists when there is a personal or private interest that improperly interferes with (or has the appearance of interfering with), or is adverse to (or appears to be adverse to), the interests of the Company.

Conflicts may impair or interfere with your performance of your duties to the Company or their ability to act in the Company’s best interests when acting on behalf of the Company. Conflicts of interest often arise directly, but may also arise when a Team Member/Contracted Business Affiliate receives improper personal benefits as a result of their position in the Company.

While this Code does not – and cannot – reflect or list every potential Conflict that could arise, examples of Conflicts could include affiliations with or investments in competitors, customers, suppliers, or others who do business with Turing.

The Company respects the privacy of its directors, officers and Team Members and Contracted Business Affiliates and their right to engage in outside activities that do not create a Conflict, and do not interfere with the performance of their duties on behalf of, and do not reflect poorly on the Company; provided, however, the Company has the right and obligation to determine, in its sole discretion, whether Conflicts exist and to take appropriate action to address them.

Before engaging in any transaction or relationship (including, without limitation, the acceptance of an executive officer or director position with another entity or the making of a significant direct or indirect investment in another entity) that reasonably could give rise to an actual or apparent Conflict, please contact Turing Legal to discuss. After Turing Legal evaluates the reported transaction or relationship, appropriate protective measures consistent with the Code may be required, which could include prohibiting such transaction or relationship during the course and scope of your work with Turing.

Conflicts may include, but are not limited to the following:

- Situations that would give the appearance of favoritism,
- Circumstances that put you in a position to influence the employment conditions (e.g., promotion, work assignment, compensation, and discipline) or performance assessment of a family member or a person in a close personal relationship with someone who is a Turing Team Member, or
- Events that would bring into question your actual or perceived use of Turing proprietary information, property, or systems for the benefit of a third party.

In most cases, anything that is considered a Conflict for you would present a Conflict if it is related to a member of your family, especially your spouse or domestic partner. Therefore, you should contact Turing Legal if a close family member works for a firm that does business, or competes, with the Company for steps on how to proceed. Conflicts may not always be clear-cut, so if you have a question, consult with Turing Legal on next steps.

In addition, Team Members and Contracted Business Affiliates may not use corporate property, including any Company technology resources, or information or their positions with Turing for improper personal gain. Please refer to the Company's Inventions Assignment and Confidentiality Agreement that you signed at the beginning of your working relationship with Turing for more information.

Compliance with Laws, Rules and Regulations: It is Turing's policy to be a good "corporate citizen", regardless of where we do business. As a truly global company, complying with the law is foundational to Turing's business and culture. It is a cornerstone upon which Turing's ethical business standards are built. Turing therefore expects that you comply with applicable governmental laws, rules and regulations at all times when you are representing Turing.

Confidentiality: Team Members and Contracted Business Affiliates must maintain the confidentiality of confidential business information entrusted to them by the Company and/or its customers or suppliers (except when disclosure is authorized by the Company, required by laws or regulations, or ordinary and necessary in the course of carrying out your responsibilities as an employee, officer or director of the Company).

“Confidential Information” includes all non-public information that might be of use to competitors, or harmful to the Company or its customers or suppliers, if disclosed. It also includes information that suppliers and customers have entrusted to us. For example, Confidential Information includes non-public information concerning Turing or our finances, technology, business plans, associates, vendors or customers, pricing or vendor information, corporate development materials, the cost of goods, personnel files, manuals and procedures, computer software, design documents, videos and internal reports or memoranda. Information that the Company has made public, such as press releases, advertisements or documents filed with governmental regulatory authorities, is not confidential information.

The obligation to preserve confidential information continues even after your service ends. Nothing in this Confidentiality Policy is intended to prohibit Team Members and Contracted Business Affiliates from providing information to the US SEC, IRS, EEOC or NLRB, or any local country analog, when required to do so. You are obligated to keep Confidential Information confidential both during the term of your employment or engagement and afterward.

Please refer to the Company’s Inventions Assignment & Confidentiality Agreement that you signed when you started working with Turing for the Company’s full Confidentiality policy and contact Turing Legal for any related questions.

Compliance Procedures for Gray Areas: In some situations it is difficult to know right from wrong. Since we cannot anticipate every situation that will arise, it is important that we have a way to approach a new question or problem. These are the steps to keep in mind:

- ***Ask yourself.*** What specifically am I being asked to do? Does it seem unethical or improper? This will enable you to focus on the specific question you are faced with, and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is.
- ***Clarify your responsibility and role.*** In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- ***Discuss the problem with your manager or lead.*** This is the basic guidance for all situations. In many cases, your manager will be more knowledgeable about the question, and will appreciate being brought into the decision-making process. If you don’t feel like you can discuss a situation with your manager, contact the People Team or Turing Legal.
- ***Ask first, act later.*** If you are unsure of what to do in any situation, seek guidance from your manager, the People Team, Dev Success or Turing Legal *before* you act.

Enforcement:

The Company is committed to full, prompt, and fair enforcement of the Code.

Reporting Violations

- As discussed further below, if you learn of information indicating a violation of the Code should contact their manager, the People Team (people@turing.com), Talent Success (talentsuccess@turing.com), and/or Turing Legal (legal@turing.com).
- At the request of the reporting person, reports will be kept confidential, except as necessary to conduct, conclude, and, if appropriate, take action as a result of, an investigation (as described in greater detail in the following section), or as otherwise required by law. It is the responsibility of the Company to make any required report of violations of law to the appropriate government authorities. In addition, the Company will adhere to all applicable data privacy laws in the handling of information provided by a reporting person.
- Any Team Member or Contracted Business Affiliate who, in good faith, reports what he or she believes to be a violation of this Code will not be subject to any disciplinary action or other form of retaliation as a result of making such report.
- Reporting is mandated for certain Team Members and Contracted Business Affiliates! The failure to report a violation of the Code may itself be a violation of the Code (and the law), especially if you are a manager, senior leader, or work in a central business function department like Finance, People or Legal. ***In other words, if you hear or see something, say something!***

Turing's Non-Retaliation Policy & Protection for Reporting Violations

- As discussed further below, Turing is committed to a workplace free from retaliation.
- Company policy and the Code prohibit anyone associated with the Company from retaliating in any way against anyone who has reported to the Company in good faith that a violation of the Code may have occurred or may be about to occur.
- Prohibited forms of retaliation include the actions set forth in the definition of Retaliation, below (see Whistleblower Policy and Procedures), etc., and any other type of punishment for the good-faith reporting of a possible violation of the Code.
- If you believe you are or may be the victim of retaliation due to good faith reporting of Code violations or other Company policy violations, please report such retaliation to your manager (if you feel comfortable doing so), a member

of Turing's People Team or Turing Legal.

Investigating Reports of Violations

- When a report of a violation is received, Turing shall promptly initiate an investigation into the allegations to gather the relevant facts.
- Such investigations are normally carried out by a member of Turing's People Team or Dev Success, in consultation with Turing Legal and/or Turing's outside counsel.
- You must cooperate and participate in such an investigation into the Code when called upon to do so. Failing or refusing to do so may result in discipline, including and up to the termination of your employment or services contract with Turing, in accordance with applicable law.
- In conducting and monitoring investigations, Turing is committed to consistent application and enforcement of the Code, regardless of your title, position, tenure, employment/contractor status or geographic location.

Sanctions for Violations

- Appropriate disciplinary action shall be determined upon completion of the investigation, if the Company concludes that a violation of the Code has been committed and disciplinary action is warranted.
- Any violation of the Code may result in disciplinary action by the Company, up to and including termination, in accordance with local law.
- Any disciplinary action arising from a violation of the Code will be subject to the approval of senior management, the People Team, Dev Success and/or Turing Legal.

Whistleblower Policy and Procedures

Introduction

In addition to violations of the Code, internal reporting of suspected unethical or criminal conduct, by or within the Company, is vital for maintaining sound business conduct. Team Members and Contracted Business Affiliates are encouraged to report any of these behaviors through their normal reporting channels (i.e. through their immediate or next higher-level manager; the People Team, Dev Success, or Turing Legal as described above) in order to keep an open dialogue. Alternatively, if you feel unable or uncomfortable raising a concern through normal reporting channels. In this instance, the Company's Whistleblowing Policy

provides a means for you to report a concern outside the normal reporting channels, either anonymously or otherwise.

This Policy addresses all Whistleblowing (as defined below) that may relate to the Company. Nothing in this policy, however, restricts or prohibits you from making an external complaint to an appropriate governmental agency or organization.

Statement of Turing's Whistleblower Policy & Non-Retaliation Guarantee

Turing prohibits retaliation against any person who, in good faith, (1) raises a Whistleblowing concern, either internally or with a government agency, using established complaint procedures; (2) objects to, opposes or speaks out on a Whistleblowing concern; (3) participates in an investigation of a Whistleblowing concern; (4) encourages another person to report a Whistleblowing concern; or (5) files, testifies, assists or participates in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency regarding a Whistleblowing concern.

Turing adheres to all applicable laws prohibiting unlawful retaliation against individuals for raising good faith questions or concerns. Turing will ensure that whistleblowers are protected from retaliation, whether or not the report is made anonymously, reported internally or directly to an external body, and whether or not the allegation is ultimately determined to be well founded.

Any Team Member or Contracted Business Affiliate who unlawfully discriminates or retaliates against another Team Member or Contracted Business Affiliate as a result of their protected actions as described in this policy may be subject to corrective action, up to, and including, termination, in accordance with applicable law.

Team Members and Contracted Business Affiliates who believe that they have been subjected to any conduct that violates this policy may file a complaint using the procedures described herein.

Definitions and Complaint Procedures

Whistleblowing: "Whistleblowing" means the reporting of information or concerns, by one or more individuals or entities, that is reasonably believed by such individual(s) or entity(s) to constitute illegality, fraud, unfair or unethical conduct, mismanagement, abuse of power, unsafe or dangerous activity, or other wrongful conduct, including, but not limited to, any conduct that may affect the safety, soundness, or reputation of the Company. A whistleblowing report may also be a report of a violation of the Code, although there may also be instances where a whistleblowing report concerns conduct not addressed in the Code. A whistleblower may be any person who has an opportunity to observe improper conduct at the Company, including current or former Team Members and Contracted

Business Affiliates, agents, consultants, vendors or service providers, outside counsel, customers, or shareholders.

Improper Activity: Improper activity is any activity undertaken by the Company or by a Team Member or service provider in the performance of that person's official duties for the Company, whether or not that action is within the scope of their employment or business engagement, where that activity may constitute illegality, fraud, unfair or unethical conduct, mismanagement, abuse of power, unsafe or dangerous activity, or other wrongful conduct, including, but not limited to, any conduct that may affect the safety, soundness, or reputation of the Company.

This definition includes, without limitation, any activity that is (1) is in violation of any state or federal law in the United States or any law or regulation of a country where Turing has Team Members and Contracted Business Affiliates and/or a business presence. Qualifying activities include, without limitation, corruption, malfeasance, bribery, money laundering, theft of the Company's property, fraudulent claims, fraud, or deliberate error in the preparation, evaluation, review or management of any financial statement of the Company, deficiencies in or noncompliance with the Company's internal accounting controls, coercion, conversion, malicious prosecution, misuse of the Company's property and facilities, or willful omission to perform duty or (2) is economically wasteful, or involves gross misconduct, gross incompetence, or gross inefficiency.

Protected Disclosure: A protected disclosure is any good faith communication that discloses, or demonstrates an intention to disclose, information that an employee or other individual believes, in good faith, relates to or evidences improper activity.

Improper Order: An improper order is any directive to any individual encouraging or instructing them to violate an applicable federal, state, or local law, rule, or regulation, or assisting the person(s) in making such a directive.

Retaliation: Retaliation is any conduct directed against a Team Member or Contracted Business Affiliate that is carried out in response or reaction to a protected disclosure, where the conduct could reasonably dissuade a Team Member or Contracted Business Affiliate from (a) raising, reporting or communicating about good faith Whistleblowing-related concerns through the Company's internal reporting channels or with any governmental entity, or (b) participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potentially prohibited retaliation:

- Adverse employment action affecting a Team Member's or Contracted Business Affiliate's salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding a someone from important meetings;
- Threatening someone who has made a report;
- The creation of a hostile work environment through intimidation;
- Directing a someone who has made a report not to report to outside regulators;
- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward someone who has reported a concern.

Filing a Complaint

Turing has established an anonymous reporting tool operated by a third party that Team Members and Contracted Business Affiliates can use to submit complaints, anonymous or otherwise, consistent with the Whistleblower policy. Please submit such concerns through the link at <https://turing.allvoices.co/survey>. Turing will maintain confidentiality to the extent that it can do so without compromising the investigation.

Investigations and Resolutions

Investigations of Whistleblowing concerns will be properly scoped and documented, and conducted objectively by a qualified, non-conflicted member of the People Team, Dev Success, Turing Legal or the Company's outside counsel. If, after an investigation, the complaint is substantiated, the Company will take appropriate corrective action and will notify relevant parties.

The Company reserves the right to keep the investigation results and the nature of corrective action confidential in order to protect individuals' privacy interests or for other appropriate reasons. That said, the Company cannot guarantee confidentiality of any investigation and, in some cases, certain disclosures may be required.

Defend Trade Secrets Act Disclosure (United States Team Members Only)

Pursuant to the U.S. 2016 Defend Trade Secrets Act ("DTSA"), no individual will be held criminally or civilly liable under U.S. Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is (A) made in confidence to a U.S. Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is

made under seal so that it is not made public. An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

Miscellaneous

Nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. Nothing in this policy prevents the Company from terminating a contract with a Contracted Business Affiliate in accordance with the terms and conditions of the relevant contract. Also, nothing in this policy should be construed as altering the at-will employment relationship between the Company and any United States-based Team Member.

In jurisdictions where applicable laws or regulations set stricter rules than those set out in this policy, the stricter rules will be observed.

For the avoidance of doubt, this policy does not prohibit appropriate, non-retaliatory discipline or punishment.

Oversight

The People Team and Turing Legal will track and regularly report to executive management in respect of the Whistleblowing program. Any such reporting shall be consistent with the confidentiality and other protections established in this policy.

POLICIES REGARDING ETHICS AND FINANCIAL COMPLIANCE

Agreements, Records, Costs and Controls

Preparing and Maintaining Records Keeping accurate and complete records is necessary for Turing to meet its financial, legal and management obligations. Records must be kept in accordance with accepted accounting rules and controls at all times, and should fully and accurately reflect all business transactions.

All reports, vouchers, bills, payroll and service records, measurement and performance records, expense accounts and other important data must be prepared with care and honesty. Team Members and Contracted Business Affiliates are responsible for ensuring that labor and material costs are properly recorded and charged on the Company's records. No Team Member should ever, under any circumstances, misrepresent facts or falsify records.

Retaining Records

Turing's retention requirements are, at a minimum, based on specific statutory and regulatory requirements that are unique to a particular business operation. Such retention requirements apply to all Turing documents, including e-mail and other electronic records. Failing to comply with our records retention policies, even innocently, can cause serious business or legal repercussions.

Never destroy or alter any document or record you believe may be the subject of any pending, threatened or likely claim, controversy or proceeding, whether investigative, administrative or judicial.

Consult with your manager or Turing Legal with any questions regarding records preparation and retention.

Contract Review and Authorization

It is Turing's policy that all contractual relationships and terms be appropriately reviewed, approved and documented and that ongoing contract execution be in full accordance with the terms stipulated in the contract. It is also Turing's policy that any payments calculated based on contract terms must be reviewed by the appropriate accounting group prior to the payment disbursement.

No Self-Dealing. As described in greater detail in the Conflicts of Interest Policy, any individual initiating or responsible for a business transaction or relationship must provide full and fair disclosure of all relevant facts and circumstances concerning any relationship that he/she may have with the counterparty.

All of the terms of any commercial agreement (even non-material transactions or arrangements) between Turing and any third-party company or individual must be set forth in a written contract between the parties that has been approved by Turing Legal, where applicable by the Finance Department and/or IT Department, and executed by authorized signatories. This includes all economic, payment, and other business and financial terms and it also includes online agreements or terms.

The actual business dealings between the parties to the agreement must be in conformance with, and may not be inconsistent with, the terms of the written contract between the parties. Informal agreements or understandings with the counterparty to ignore or modify business terms of the written contract, including, without limitation, "side letters" or "side agreements," are not permitted. Payment calculation modifications (e.g. a modification to revenue share percentage), term modifications, or other modifications must follow all the requirements indicated in this policy.

Turing's Finance Department maintains a list of which Team Members and Contracted Business Affiliates are authorized to sign contracts, once Legal and Finance have reviewed and approved. No one else is authorized to sign contracts that bind the Company. Please note you do not have the power to represent or bind Turing in an agreement unless you are affirmatively authorized to do so by Turing Legal.

Use of Turing Funds and Assets

Each Team Member is personally responsible for any Company funds over which they have control, and anyone spending Company money should always be sure Turing receives good value in return. In other words, spend Turing's money better than you would your own.

Turing assets may be provided only for legitimate business purposes. They should never be sold, loaned or removed from Turing property without permission from your manager or Turing Legal. Team Members should always consult with their managers or Turing Legal for appropriate guidance.

International Commerce

Turing is a fundamentally global company. It is important to know and follow the law when involved in businesses in any country, including those other than your own.

For example, it is illegal to enter into an agreement to refuse to deal with potential or actual customers or suppliers, or otherwise to engage in or support restricted international trade practices or boycotts, which U.S. law does not explicitly sanction. The U.S. Treasury Department maintains a list of countries with which trade is officially embargoed, and you must ensure that you and Turing comply with those embargo requirements.

Other laws, including foreign tax laws, anti-corruption, antitrust, and similar regulations may apply in those countries in which Turing does business.

Turing follows a policy of strict compliance with all U.S. and foreign statutes regarding international commerce, and no employee should violate—or assist any third-party to violate—the laws of any country. Any Team Member transacting business on behalf of the Company in foreign countries should become familiar with these and other laws pertaining to international business practices in those particular countries. If you have questions about local laws, or are not sure how they apply in a particular situation, you should ask your manager or Turing Legal.

Compliance with Anti-Corruption, Anti-Bribery, Sanctions, and Anti-Boycott Laws

Turing expects all of its Team Members and Contracted Business Affiliates to maintain the highest ethical standards of business conduct and, toward that end, requires strict compliance with the anti-bribery laws of the United States and the other countries where Turing operates. These laws include, but are not limited to:

- The U.S. Foreign Corrupt Practices Act (the “FCPA”), which prohibits the Company and its officers, directors, employees and agents from bribing Foreign Officials (defined below)”
- U.S. Sanctions Laws, which prohibit the Company and its employees from doing business with certain sanctioned countries, individuals, entities and other organizations;
- U.S. Anti-Boycott Laws, which prohibit the Company and its employees from participating in any boycott that is not U.S. Government-sanctioned, including the Arab League’s boycott of Israel;
- the U.K. Bribery Act; and
- and similar laws in other nations.

Violations of these laws can result in civil and criminal penalties being assessed against the Company and its individual employees. In addition, violations and even mere allegations of violations can damage the Company’s reputation.

It is the policy of the Company to comply with the laws and regulations governing its operations and to conduct its affairs in keeping with legal, moral and ethical standards. The intent is to avoid not only impropriety, but also even the appearance of impropriety.

The Company must conduct business so that it will continue to deserve and receive recognition domestically and internationally as a good and law-abiding citizen alert to its responsibilities. To this end, it is the Company’s policy not to take any action that is improper or that has the appearance of impropriety, in particular as it relates to anti-bribery obligations, U.S. sanctions laws and U.S. anti-boycott laws.

All directors, officers, Team Members and Contracted Business Affiliates, consultants, agents and representatives are responsible for familiarizing themselves and complying with this Policy. If you have questions about these rules, or are not sure how they apply in a particular situation, you should ask your manager, the People Team, or Turing Legal. All directors, officers, Team Members and Contracted Business Affiliates, consultants, agents and representatives must report any violation of this Policy of which they acquire actual knowledge.

Any Team Member/Contracted Business Affiliate who violates this policy will be subject to disciplinary action, up to and including termination of employment/your services contract or other business relationship with the Company. In addition, violations of applicable anti-bribery laws may subject the violator and the Company to serious criminal penalties and civil sanctions.

Export Controls

In addition to economic and trade sanctions, the United States enforces broad export controls that prohibit unlicensed exports and re-exports of certain U.S.-origin goods, technology, technical information and training to certain countries, to certain end users and for certain end uses. Even transferring items to a foreign national located in the United States could violate export regulations if the item is controlled. As with economic sanctions, you must always know our business partners and ensure that any transfers of controlled items or technology are lawful. Any contract or other agreement that will require Turing to provide export-controlled services, technical data or items of a foreign person to a foreign location must be reviewed by Turing Legal before signing to determine whether the contract or agreement will trigger any export authorization requirements.

If you have a question as to whether a particular transaction is prohibited by applicable economic sanctions or export controls or if you are asked to comply with a foreign boycott, please consult Turing Legal prior to taking any action.

Anti-Corruption Compliance

A. Bribery

Of primary focus for this Policy, the U.S. has enacted the Foreign Corrupt Practices Act which targets bribery of Foreign Officials. As a general rule, this Act prohibits companies and their employees from giving, offering or promising anything of value to a foreign official for an improper purpose or advantage. A Foreign Official is defined very broadly under the FCPA. The official can be an employee or agent of a foreign government and an official need not be high-ranking. A Foreign Official includes:

- Employees or officials, regardless of rank, of foreign government departments or agencies (including anyone who holds a legislative, executive, administrative, or judicial position of any kind, whether appointed or elected), government-owned businesses (such as a state-owned telecommunications or other company) or foreign political parties;
- Any officer or employee of a public international organization (e.g., the United Nations, the European Union, or the World Bank);
- Uncompensated honorary officials who can influence the awarding of business;
- Any member or official of any political party, the political party itself, or any candidate for foreign political office;
- A member of a royal family who has official governmental responsibilities;
- A legislator; or

- any person who exercises a public function or acts in an official capacity for or on behalf of any of the above.

The term “improper purpose or advantage” typically refers to something to which the Company was not properly entitled, such as a permit or preferential treatment with respect to obtaining business, taxation and judicial or legislative proceedings. Unlawful purposes include:

- Influencing any act or decision of a Foreign Official in his or its official capacity;
- Inducing a Foreign Official to do or omit doing any act in violation of his or its official duty;
- Inducing a Foreign Official to use his or its influence with a foreign government, agency or instrumentality to affect any governmental act or decision; or
- Inducing or influencing a Foreign Official to assist the Company with obtaining or retaining business.

The term “pay” or “anything of value” includes money bribes, which includes cash payments, non-cash gifts or other benefits, and also includes the following:

- Stock,
- Entertainment,
- Gifts,
- Discounts of products or services not readily available to the public,
- Offer of employment,
- Assumption or forgiveness of debt,
- Payment of travel expenses, and
- Personal favors.

In addition to prohibiting improper payments made directly by companies and their employees, many anti-bribery laws also apply to improper payments made indirectly through persons such as agents, directors, international representatives, consultants and business partners, who may act on behalf of the Company where the Company knows, or has reason to know, such payments will be made.

In addition to the Foreign Corrupt Practices Act, a number of foreign countries and states within the U.S. have laws prohibiting commercial bribery in general. These laws are not limited in scope to bribery of governmental officials and typically prohibit bribes or inducements to an individual or business to improperly influence decision-making. For example, the U.K. Bribery Act prohibits bribes to any person to induce them to act improperly including private sector and business individuals. Most anti-bribery laws are quite broad and are designed to prohibit any type of inducement intended to circumvent their terms.

B. Gifts & Entertainment

Business gifts and business entertainment are courtesies designed to build goodwill and sound working relationships. However, business gifts and entertainment cannot be *provided or accepted* by Company employees in exchange for any improper purpose as described below. Business gifts that compromise, or even appear to compromise the Company's ability to make objective and fair business decisions are inappropriate.

This Policy includes special rules that apply to the provision of gifts and entertainment to Foreign Officials including government entities, such as government agencies, government-owned hospitals and universities, and other government-owned enterprises, advisors to government agencies, and members of government committees. Under the Foreign Corrupt Practices Act, Company employees may not, whether directly or indirectly through an agent, consultant or other third party acting on behalf of the Company, provide any gifts or entertainment to such Foreign Officials to assist the Company with obtaining or retaining business.

Employees, as well as agents, consultants and other representatives acting on behalf of the Company must adhere to the following guidelines for providing gifts and entertainment.

1. Gifts

For purposes of this Section B(1), "Gifts" means something of value given without the expectation of return. All Gifts must be reported.

a. Giving Gifts

Team Members and Contracted Business Affiliates, agents, consultants and other Company representatives may not give Gifts that exceed \$25 in value for a single gift or \$100 in value for all Related Gifts (as defined below) over any one (1) year period without the prior written approval of a manager or the People Team. Please note that this Policy addresses only the implications of Gifts and entertainment under the Foreign Corrupt Practices Act and does not authorize an employee to make any such expenditure not otherwise permitted within the scope of his or her job. In addition, Gifts must be:

- Moderate or reasonable in cost, commensurate with local customs;
- For a lawful business purpose, such as those designed to promote the Company's services, provided there is no attempt to bias decision making by offering a personal benefit; and
- Lawful under the laws of the foreign country.

Examples of appropriate Gifts include tokens such as pens, calendars and other nominal value promotional items with the Company's logo. "Related Gifts" include Gifts made to individuals within the same family group and to businesses of any type owned in whole or in part by individuals within that family group.

The following Gifts are always unacceptable:

- Cash or cash equivalents (such as gift certificates, stock, money orders or travelers checks);
- Any Gifts that is lavish (such as a gift for which the value would exceed what is normal and customary in a foreign country);
- Any Gifts that is a “quid pro quo” (offered for something in return);
- Any Gifts that could be perceived as a bribe, inducement, payoff or kick-back;
- Any Gifts that would be illegal under U.S. or local laws of the foreign country; and
- Any Gifts that a Team Member, Contracted Business Affiliate, agent, consultant or other representative pays for personally to avoid seeking approval or reporting.

b. Receiving Gifts

No one should directly or indirectly seek or accept any Gifts, payments, fees, services or other gratuities, regardless of the size or amount, outside the normal course of your business duties from any person, company or organization that does or seeks to do business with Turing. Gifts of cash, or cash equivalents, of any amount are strictly prohibited. It is acceptable to receive certain common business courtesies, such as sales promotional items of small value, occasional meals and reasonable entertainment appropriate to a business relationship, not to exceed \$200 at one time. However, Team Members and Contracted Business Affiliates should exercise judgment and disclose these items if they have any doubt about whether they are appropriate. Do not create a situation where your motives could be questioned.

2. Other Business Expenses

Other business expenses include refreshments, meals, transportation, lodging and activities such as theater, sporting events, golf outings and other similar events. Occasional meals with business associates are acceptable (assuming, with respect to a Team Member, that such Team Member otherwise has the authority to make such an expenditure on behalf of the Company); provided that, the costs of the meal do not exceed \$100 per person per meal or \$500 in the aggregate for all Related Expenditures (as defined below) over any one year period without the prior written approval of a manager. “Related Expenditures” include those described in this paragraph given to, or for the benefit of, individuals within the same family group and to businesses of any type owned in whole or in part by individuals within that family group. Meals and other entertainment must be directly related to the promotion, demonstration or explanation of the Company’s services or the execution or performance of a contract with a Foreign Official or government entity. You should plan ahead and ensure that meals and other entertainment are permitted under local law; please contact Legal to determine this.

The following entertainment expenses are always unacceptable:

- Any entertainment that is lavish, extravagant or for which the value would exceed what is normal and customary in a foreign country (such as a golf outing in a far-off location);

- Any entertainment that is indecent or sexually oriented, such as “adult entertainment;”
- Any entertainment that is a “quid pro quo” (offered for something in return);
- Any entertainment that could be perceived as a bribe, inducement, payoff or kick-back;
- Any entertainment that would be illegal under U.S. or local laws of the foreign country; and
- Any entertainment that a Team Member, Contracted Business Affiliate, agent, consultant or other representative pays for personally to avoid seeking approval or reporting.

All meal and entertainment expenses must be reported.

C. Facilitating Payments

The Foreign Corrupt Practices Act provides a limited exception for so-called “facilitating,” “expediting” or “grease” payments to low-level Foreign Officials who perform “routine governmental actions.” Routine actions are those that are ministerial in nature and which do not involve any discretionary tasks. In addition, the Company must have satisfied any applicable requirements of local law for the performance of the act in question. This exception in essence permits U.S. businesses to pay a Foreign Official to perform an act which that official should be doing in any event. Its intent is to avoid disadvantaging U.S. businesses in countries where low level bribery is common place and perhaps necessary. Following are examples of what may be considered “routine governmental actions:”

- Obtaining permits, licenses or other official documents to qualify the Company to do business in a foreign country;
- Processing governmental paper (e.g., visas or work permits for the Company’s seconded employees);
- Providing police protection or mail pickup or delivery;
- Scheduling inspections associated with contract performance or cross-country transit of goods such as medical supplies; or
- Providing essential utility services, such as as telephone services, electricity and water for a hospital.

Facilitating payments may be prohibited, however, by the local laws of other countries, such as the U.K Bribery Act. A determination of whether the country in which you are operating allows such payments or whether certain payments fall within this exception may be a complicated legal question. Accordingly, extreme caution should be used when determining whether a payment fits within these exceptions and you must consult with Turing Legal prior to making any such payment. Failure to consult with Turing Legal in advance will be treated as a violation of this policy even if it is later determined that a potential facilitating payment was appropriate.

D. Expense Reports, Reimbursement Requests, Accounting and Bookkeeping Requirements.

The FCPA imposes strict accounting requirements on the Company and other local laws may also impose similar requirements. In particular, the FCPA requires the keeping of accurate books and records that, in reasonable detail, reflect the transactions and asset dispositions of the Company, and the development and maintenance of a system of internal accounting controls including periodic audits. These requirements apply to all payments, not just sums that would be “material” in the traditional financial sense.

The following financial and accounting directives have been implemented to help ensure the Company’s compliance with the FCPA:

- All cash, bank accounts, investments and other assets of the Company must always be recorded accurately on the official books of the Company.
- The Accounting Department will periodically review the Company’s books, records, and controls to ensure their compliance with the requirements of the FCPA.
- No Team Member or Contracted Business Affiliate shall falsify any accounting or other business record, and all Team Members and Contracted Business Affiliates shall respond truthfully and fully to any questions from the Company’s internal or independent auditors.
- Bank accounts should be opened or closed only upon the prior written approval of the CFO.
- Payments will not be made into anonymous bank accounts or other accounts not in the name of the payee or of any entity known to be controlled by the payee.
- No cash payments shall be made, except for regular, approved payroll payments or normal disbursements from petty cash supported by signed receipts or other appropriate documentation. Checks will not be drawn to the order of “cash,” “bearer” or similar designations.
- Fictitious invoices, over-invoices or other misleading documentation will not be used.
- Fictitious entities, sales, purchases, services, loans or financial arrangements will not be used.
- Check requests will be in writing and contain a complete explanation of the purpose and authority for the payment. The explanation will accompany all documents submitted in the course of the issuing process and will be kept on file.
- All expenses relating to foreign business must be supported by reasonable written documentation.
- Payments to third parties will only be made in the country where a substantial portion of the related services are performed or the country from which the third party performing such services normally conducts business.
- Payments for any services rendered to the Company by a Foreign Official, including honorarium payments and reimbursement of expenses, will be made

solely to the foreign government agency or instrumentality employing the individual. Such payments will be made by check directly to the foreign government agency or instrumentality, or by wire to its named bank account within the foreign government agency's or instrumentality's country, or by wire through its duly authorized correspondent bank within the U.S.

- Receipts, whether in cash or checks, will be deposited promptly in a bank account of the Company. Any employee who suspects the possibility that a bribe, kickback or over-invoice is associated with a particular receipt or that an understanding exists that all or a portion of a receipt will be rebated, refunded or otherwise paid in contravention of the laws of any jurisdiction, will immediately report that suspicion in accordance with the reporting procedures addressed below under "Reporting Violations and Investigations."
- Personal funds must not be used to accomplish what is otherwise prohibited by this policy.

E. News Reporting and Other Journalistic Activities

Team Members and Contracted Business Affiliates may not make, offer to make, request, agree to accept, or accept any payment, gift, service, or other benefit or thing of value (whether in cash or in some other form) to or from any news or information source, including any Foreign Official or government entity, in connection with any journalistic activity, including newsgathering, reporting, filming, and avoiding censorship restrictions.

F. Political & Charitable Contributions

We encourage our Team Members and Contracted Business Affiliates to become involved in civic affairs and their communities. To that end, Team Members and Contracted Business Affiliates are free to endorse, advocate, contribute to, or otherwise support any political party, candidate or cause they may choose. However, Team Members and Contracted Business Affiliates must strictly limit these activities to their own time and refrain from mixing their politics with their employment. Any donations must be at the Team Members and Contracted Business Affiliates' own expense and not Turing's.

In addition, in public political statements, references to your affiliation with Turing should be avoided, and in any personal activity it should be clear that the employee is not acting on behalf of the Company. Please also review Turing's "Solicitation and Distribution" policy in this Code.

Turing unequivocally forbids the use of Company funds or property for the support of political parties or political candidates for any office, federal, state or local. Federal law prohibits corporate donations to candidates for federal offices, and similar foreign, state and local statutes control these activities in their jurisdictions.

G. Due Diligence and Monitoring Requirements with Respect to All Third Party Agents, Consultants and Representatives

1. Establishing Third-Party Relationships

In many instances, it may be necessary for the Company to contract with or otherwise retain a local agent, consultant or other representative to assist with securing and/or maintaining business in a country. Both you as an individual and the Company can be held liable for the actions of any agents, consultants and other representatives (collectively, "Third Parties"). When dealing with commercial or sales agents who are otherwise independent of the Company, liability would arise if the Company or its employees had reason to know of the activity. Knowledge might be implied, for example, where large payments are made by the Company to a commercial agent for which there is no documented legitimate purpose.

Team Members and Contracted Business Affiliates are required to conduct due diligence and document in writing detailed information about a potential Third Party before entering into a contractual or any other relationship with that Third Party. Such information should include:

- Background information regarding the Third Party, including its name, address, telephone number, facsimile number and email address, if any;
- The identification of the Third Party's owners and other significant business affiliations;
- Information regarding the Third Party's government relationships, including those relationships held by its owners, partners and shareholders;
- The Third Party's legal qualifications to do business in the country in which the work is to be performed;
- Relevant financial information, including requested remuneration and a comparison of that remuneration to the going market rate; and
- References (both from other reputable foreign companies and from local institutions).

The U.S. Justice Department has identified "red flags" which may indicate the potential existence of a Foreign Corrupt Practices Act problem. These "red flags" include:

- The contracting party has a history of improper payment practices,
- The transaction or the contracting party is in a country where there is widespread corruption,
- The transaction or the contracting party is in a country that has a history of bribes and kickbacks,
- The transaction or the contracting party is involved in or with an industry that has a history of Foreign Corrupt Practices Act violations,
- The contracting party refuses to agree to comply with the Foreign Corrupt Practices Act,
- The contracting party has a family or business relationship with a Foreign Official,

- The contracting party has a poor business reputation,
- The contracting party insists that its identity remain confidential or refuses to divulge the identity of its owners,
- A government customer recommends or insists on use of a particular intermediary or consultant,
- The contracting party does not have offices or a staff,
- The contracting party does not have significant experience,
- The contracting party insists on unusual or suspicious contracting procedures,
- The fee or commission to be paid to the contracting party is unusually high,
- The payment mechanism to be utilized is secretive or unusual,
- The contracting party submits inflated or inaccurate invoices,
- The contracting party requests cash or bearer instrument payments,
- The contracting party requests payment in a jurisdiction outside its home country that has no relationship to the transaction or the entities involved in the transaction,
- The contracting party asks that a new customer be granted an excessive credit line,
- The contracting party requests unusual bonus or special payments, and
- The contracting party requests an unusual advance payment.

Local laws in other countries may have similar “red flags” so Turing Legal should be consulted prior to establishing third party contractual relationships on Turing’s behalf outside of the United States.

Except for minor consulting services engagements having a value of under \$1,000, all contracts between the Company and Third Parties must be in writing and must be reviewed and approved by Turing Legal to ensure that they contain appropriate provisions regarding compliance with laws, including the Foreign Corrupt Practices Act and international trade and anti-bribery laws. Minor consulting contracts having a value of under \$1,000 may be consummated without review by Turing Legal, provided the form of contract used has been approved by Turing Legal. If changes are negotiated to such form, the changes must be approved by Turing Legal. No oral agreements are permitted.

The written contract must be executed before the Third Party begins work. The Company recognizes that business pressures may in some instances require quick action and has designed this process to be flexible and to work as quickly as possible while maintaining the Company’s standards for ethical and legal conduct of its business. Team Members and Contracted Business Affiliates must not ask the Third Party to start working or take any other action that could expose the Company to heightened legal or business risks.

Further, any Turing business that frequently or regularly retains third-party representatives to perform services that entail dealings with Foreign Officials on its behalf must have in place a retention process, including:

- Written criteria for identifying and screening prospective representatives;
- Clear delegation of responsibility for approval and oversight of all such representatives hired by the business;
- Written guidelines covering compensation rates, gifts and entertainment, and reimbursement of travel and other expenses, and financial controls governing payment and reimbursement; and
- If warranted, training for the representatives and relevant Team Members and Contracted Business Affiliates.

2. Monitoring Third Parties

Once the Company has retained a sales representative, agent or consultant, it must monitor the Third Party's activities and expenses to ensure continued compliance with all applicable laws and the Company's policy. Under the Foreign Corrupt Practices Act, if a third party makes an improper payment or gift, the Company may be held liable even if it did not authorize the payment. To guard against such liability, employees should insist on documentation or justification before paying expenses of the Third Party, question unusual or excessive expenses and refuse to pay a Third Party (and notify a Supervisor or Turing Legal) when you suspect that the Third Party has or will make illicit or questionable payments or gifts.

H. Special Responsibilities of Employees Seconded or Assigned to Foreign Entities

U.S. nationals remain subject to the Foreign Corrupt Practices Act and U.S. international trade laws regardless of where they are employed or with whom they are working. U.S. individuals associated with entities located outside the United States – either through temporary assignment, secondment, by serving on the Board of Directors of such foreign entities, or otherwise – remain individually subject to these laws even if the foreign entity is not. In such circumstances, there is a risk that the individual Team Members, or the Company, may be held accountable for actions taken by the foreign entity. Accordingly, U.S. Team Members and Contracted Business Affiliates associated with foreign entities must take care to avoid any inference that they have participated, engaged or acquiesced in actions by the foreign entity that would be contrary to the Foreign Corrupt Practices Act or U.S. international trade laws. Similarly, if you are a national of another country, you may be subject to local laws even if your actions occur outside of your home country, such as if you are a UK national you will be subject to the UK Bribery Act whether in the UK or abroad.

If you are an employee seconded abroad, follow these guidelines:

- Always object, in writing, to improper payments, even if your objection will not affect the outcome and promptly report your objection to your manager or Turing Legal. Abstaining from a decision could signal to the U.S. Government that you (and therefore possibly the Company) acquiesced in the payment.

- Coordinate with a manager or Turing Legal to take appropriate action when an improper payment is made over your objection.
- Do not ignore rumors or concerns about “red flags” suggesting potential wrongdoing; immediately report your concerns to a manager, the People Team, or Turing Legal.

I. No Retaliation or Reporting Concerns

Turing’s complete anti-retaliation policy is below. You can report concerns without fear of retribution. Turing will not tolerate retaliation against a Team Member or Contracted Business Affiliate who has asked a question, raised a concern, or reported questionable activities or the misconduct of others. Team Members and Contracted Business Affiliates found to have engaged in retaliation will be subject to discipline, including termination of employment/your services contract, in accordance with local law.

U.S. Sanctions Laws Compliance

Prohibited Dealings with Sanctioned Countries, Individuals, Entities and Organizations

All employees must refrain from engaging in prohibited transactions with sanctioned countries, individuals, entities and organizations.

The United States maintains economic and trade sanctions against the certain countries, which currently include::

- Cuba
- Balkans
- Belarus
- Burma (Myanmar)
- Democratic Republic of the Congo
- North Korea
- Iran
- Iraq
- Russia
- Sudan
- Syria
- Ukraine (certain regions)
- Venezuela

The scope of the sanctions vary from country to country—activities that are prohibited with entities in one country may be permitted with entities in another country and such list is updated from time to time. For this reason, employees are required to consult with Turing Legal before engaging in transactions within any of these countries.

The U.S. also maintains sanctions against “Specially Designated Nationals” (referred to as “SDN”) These nationals are identified on the U.S. Government’s official SDN list (“SDN List”) and include individuals, companies and entities owned or controlled by, or acting for or on behalf of, targeted countries, terrorists and narcotics traffickers. The SDN List is updated constantly and currently includes over 3,500 names of companies and individuals located throughout the world. (See <https://sanctionslist.ofac.treas.gov/Home/SdnList>). U.S. persons are prohibited from engaging in any transactions with SDNs and must block any property in their possession or under their control in which an SDN has an interest. Thus, no contract, business transaction or other arrangement of any nature whatsoever will be permitted with a Specially Designated National. The SDN List should be checked prior to commencing business discussions of a serious nature with any individual or business and must be checked prior to the signing of a legally binding contract. Checks of the SDN List should be done through Turing Legal.

All U.S. persons must comply with these sanctions. U.S. persons are those persons subject to the jurisdiction of the United States and include:

- U.S. citizens regardless of where they are located,
- U.S. permanent resident aliens regardless of where they are located,
- All individuals and entities within the United States, and
- All U.S. incorporated entities and their foreign branches¹.

Under these definitions, all employees located within and outside the U.S. who are U.S. citizens/permanent residents are considered U.S. persons.

It is important to note that any person who is subject to the U.S. sanctions laws may not facilitate a prohibited transaction in any way. Facilitation can include: (i) referring a transaction to a non-U.S. colleague, (ii) approving or assisting with a prohibited transaction, or (iii) abstaining from approval or decision-making in a transaction in which a U.S. person would play a role in the normal course of business.

Due Diligence Required to Secure Vendors, Suppliers, Contractors and Subcontractors

The Company may be required to secure or otherwise contract with vendors, suppliers, contractors or subcontractors. Team Members and Contracted Business Affiliates must screen potential parties to verify that the party is qualified to provide the goods or services it offers and is not on the SDN List or similar lists. Factors to consider may include the length of time that the party has been in business, its business reputation, whether its business purpose is consistent with the goods or services being offered and its financial well-being. Team Members and Contracted Business Affiliates should refrain from entering into any transactions with individuals, entities or organizations where you question your reputation or legitimate business purpose. Team Members and Contracted Business Affiliates also should

¹ In the cases of the Cuba and North Korea programs, all foreign subsidiaries that are owned or controlled by U.S. companies also must comply.

provide, or designate personnel to provide, adequate oversight over vendors, suppliers, contractors and subcontractors. In addition, before engaging third-parties to act on behalf of Turing in dealing with foreign officials, seek assistance from Turing Legal to conduct due diligence to determine the third-party's awareness and compliance with provisions of the FCPA and/or similar laws and contact Turing Legal to ensure appropriate protections are included in any agreement with such third parties..

U.S. Anti-Boycott Law Compliance

U.S. anti-boycott laws prohibit the Company and its employees, including employees located abroad who are U.S. citizens/permanent residents, from participating in any boycott that is not government sanctions, such as the Arab League's boycott of Israel and its tertiary boycott of "blacklisted" companies (and would also apply to any other boycott not sanctioned by the United States). Members of the Arab League include Algeria, Egypt, Lebanon, Oman, Somalia, Bahrain, Iraq, Libya, Palestine, Sudan, Comoros, Jordan, Mauritania, Qatar, Syria, Djibouti, Kuwait, Morocco, Saudi Arabia, Tunisia, the United Arab Emirates and Yemen. Not all members of the Arab League enforce compliance with the boycott. Prohibited activities include:

- Agreements to refuse or actual refusal to do business with or in Israel or with blacklisted companies.
- Agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin or nationality.
- Agreements to furnish or actual furnishing of information about business relationships with or in Israel or with blacklisted companies.
- Agreements to furnish or actual furnishing of information about the race, religion, sex or national origin of another person.
- Implementing letters of credit containing prohibited boycott terms or conditions.

Boycott-related requests may arise in particular in the context of the supply of goods, but the law also applies to the purchase, sale or transfer of services (including information). Team Members and Contracted Business Affiliates should take care to review provisions in contracts and letters of credit to verify whether such documents may contain prohibited boycott-related requests. For additional guidance, a list of specific examples of boycott requests issued by the Department of Commerce can be found here:

<https://www.bis.doc.gov/index.php/enforcement/oac/7-enforcement/578-examples-of-boycott-requests>.

U.S. laws require the Company to report quarterly any requests it has received to take certain actions to comply with, further, or support an unsanctioned foreign boycott. Such reports must be filed regardless of whether the Company and its employees agree, decline or ignore such requests. Accordingly, all Team Members and Contracted Business Affiliates are

required to report any and all boycott related requests, oral or written, to their manager and Turing Legal.

Anti-Slavery and Human Trafficking

Turing does not engage in or support child labor, human trafficking or slavery, and we expect the same of our suppliers. Turing does not support companies that are known to utilize any form of child labor, slavery or human trafficking. If you have questions regarding anti-slavery and human trafficking laws, please consult Turing Legal.

Antitrust Compliance

Antitrust is the general term for laws that protect the free enterprise system by promoting open and fair competition in business. These laws exist in the United States, Europe and many other countries where Turing conducts business, and are vigorously enforced. It is Turing's policy to compete fairly in the marketplace based on the Company's ability to provide high-quality products and service on reasonable terms.

Failure to comply with antitrust laws could result in serious consequences for Turing and its Team Members and Contracted Business Affiliates. Violations of many antitrust laws are crimes, subjecting offenders to heavy fines and even imprisonment.

The antitrust laws deal with conspiracies and understandings that may improperly "restrain trade." The law prohibits, for example, any understanding between competitors regarding price or price stabilization. Also forbidden are understandings between competitors with respect to the amount of their production, the division or allocation of markets, territories or customers and the boycotting of third parties.

Prohibited arrangements between competitors do not require formal documentation to be illegal. A violation will be found to exist whenever it is shown that there was any kind of mutual understanding which gave the parties a basis for expecting that a business practice or decision adopted by one would be followed by the other.

These laws also apply to international operations and transactions related to imports into, and exports from, foreign countries. Team Members and Contracted Business Affiliates responsible for any dealings with competitors are expected to know that U.S. and foreign antitrust laws may apply to their activities, and should always consult with legal counsel prior to negotiating with or entering into any arrangement with a competitor.

Anti-Trust Guidelines: Here are some "do's" and "don'ts". Remember that these actions do not require formal documents signed by the parties. There can be a conspiracy or understanding if there was any kind of mutual understanding that gave the parties a basis for expecting that a business practice or decision adopted by one would be followed by the other.

NEVER agree with a competitor to:

- Fix prices (or elements of price such as discounts) or other terms or conditions of sale or purchase;
- Divide a market by allocating either customers or territories;
- Refuse to do business with third parties;
- Set marketing or labor policies;
- Limit or reduce production

In addition, NEVER:

- (Except if approved by Turing Legal) exchange information with competitors relating to prices or other terms or conditions of sale or costs or profit margins;
- Attend a meeting with a competitor at which the subject of price or other sensitive competitive matters is likely to be discussed;
- Participate in trade association activities without carefully observing the rules set forth in the in this Code;
- Fix the price at which a customer must resell Turing products;
- Threaten a customer with termination for failure to adhere to specified prices;
- Communicate with a customer concerning the pricing practices or related business terms of another customer; or
- Write (including emails) or say anything you would not want disclosed in a courtroom.

ALWAYS:

- Report suspected antitrust problems to the Company's Finance Department and Turing Legal, including invitations or offers from competitors or others to engage in any of the foregoing activities; and
- Note the public or customer source of any competitive pricing information that you obtain.

Recordkeeping, Training and Audit

A. Seven Year Retention of Records

Team Members and Contracted Business Affiliates must maintain all written records required under this compliance policy for a period of seven years from the date of the transaction or termination of the contract, whichever is later. Records that must be maintained include:

- All due diligence documents required for agents, consultants and other representatives;

- All screening documents for hiring vendors, suppliers, contractors and subcontractors; and
- All reports filed with the U.S. Government or any foreign government relating to compliance with anti-corruption laws and filed with the U.S. Government relating to compliance with anti-boycott laws.

B. Annual Training

The Company will train its officers, directors and relevant Team Members and Contracted Business Affiliates regarding compliance with anti-corruption and anti-bribery laws, U.S. sanctions laws and U.S. anti-boycott laws. Updated training will be provided to the officers, directors and relevant Team Members and Contracted Business Affiliates on an annual basis. Written attendance records of each training session will be created and maintained for a period of five years from the date of the training.

C. Annual Audit

The Company is committed to complying with all applicable legal requirements in its international dealings. To this end, on an annual basis, it will conduct an audit or review of this compliance policy. The Company's Directors, or alternatively, an outside consultant or law firm, will conduct the review. If the audit reveals any deficiencies, the Company will make corrective actions to modify this compliance policy and/or its practices to comply with applicable legal, moral and ethical requirements. The Company may also require that its Team Members and Contracted Business Affiliates sign a letter on at least an annual basis stating they have read and understand this Policy, have complied with it during the tenure of their employment and are not aware of the occurrence of a violation by any other person.

ON THE JOB

Equal Employment Opportunity

Turing is committed to providing equal employment opportunities without regard to any types of discrimination prohibited by applicable law. Employment decisions (including those related to selection, job assignment, compensation, discipline, termination, etc.) are based solely on legitimate business needs balanced against the individual's qualifications, merit, behavior and performance. Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the People Team.

Anti-Discrimination

Employees may not discriminate against any other individual because of any protected characteristics such as race, color, creed, religion, national origin, ancestry, gender, pregnancy, age, disability, genetic information, veteran status, sexual orientation, gender identity or any other status protected by law. Please review your Country Addendum for more information.

Reasonable Accommodations

FOR US TEAM MEMBER ONLY An employee needing reasonable accommodation for a disability or religious practice should inform his or her manager or the People Team. Upon receipt of an accommodation request, the Company will engage in an interactive process with the employee to determine if there is a reasonable accommodation available.

FOR NON-US Team Members and Contracted Business Affiliates Please review your Country Addendum for any applicable disability-related policies.

Unlawful Harassment

Turing is committed to providing a workplace free from any form of unlawful harassment, including sexual harassment. Employees are required to show respect for each other by never creating a hostile or offensive work environment. Unwelcome behavior that interferes with an individual's work performance and/or creates an intimidating and/or offensive work environment, includes insensitive comments or messages, actions, gestures, jokes or symbols, or from the display of derogatory, obscene, demeaning or objectionable signs, posters, cartoons, photographs, or drawings.

In addition, Turing does not tolerate sexual harassment. Any unwanted touching, blocking normal movement, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature will not be tolerated by the company. Remember that these behaviors are prohibited regardless of your intent to offend. Please refer to the Country Addendum applicable to you for our complete sexual harassment policy.

Bullying

Turing prohibits all types of bullying in the workplace. Turing defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends,

degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment. This type of behavior will not be tolerated and may lead to disciplinary action, up to and including separation of employment.

Workplace Violence Prevention and Security

Although Turing is remote-first workplace, it nevertheless is committed to maintaining a safe, secure and courteous work environment for our Team Members and Contracted Business Affiliates, customers, vendors and other affiliates. Turing will not tolerate violence or threats of violence, including but not limited to provoking other Team Members and Contracted Business Affiliates, using threatening words, participating in or encouraging violent or threatening acts, fighting, and destroying property.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. We will maintain confidentiality when possible (i.e., release information only to those with a business need-to-know). We will not tolerate retaliation against any employee who reports workplace violence.

Security and safety in the workplace are everyone's responsibility. If you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, you should immediately contact their supervisor manager, the People Team. Dev Success and, if appropriate, law enforcement authorities.

Finally, there is no business purpose for having guns, knives, explosive devices or other weapons, whether replica or real, on Company premises or at Company events – and possession of any of these items will result in your removal from the premises, notification of law enforcement if appropriate, and possible termination of your employment, in accordance with applicable law. These rules apply to Team Members and Contracted Business Affiliates and affiliates, but also to other individuals who visit our offices, or with whom our Team Members and Contracted Business Affiliates otherwise interact while conducting the business of the Company.

Anti-Retaliation

Turing prohibits retaliation against any Team Member or Contracted Business Affiliate who in good faith questions, reports or participates in the investigation of potential violations of Turing policies or applicable laws.

Retaliation may result in disciplinary action, up to and including termination, in accordance with applicable law. If you feel that you are being retaliated against for making a report or participating in investigation should notify the People Team or Dev Success immediately.

Open-Door Policy

Turing is committed to providing an environment that creates a solid foundation for growth, collaboration, and success among its associates. We encourage open and free, honest and transparent communication between associates and their management team to express ideas, suggestions and concerns. If a concern arises, we encourage you to speak informally with your supervisor first, but if you are unable to do so, or do not want to approach your supervisor, or if you are still concerned, please make sure to follow the appropriate procedures to help quickly resolve the issue. Remember that you may make anonymous complaints through Turing's Whistleblower Hotline, <https://turing.allvoices.co/survey>.

General Guidelines of Workplace Conduct

To ensure orderly operations and provide the best possible work environment, Turing expects conduct that will protect the interests and safety of Turing Team Members and Contracted Business Affiliates, its other affiliates, and the Company at large. In some cases, this may extend outside of normal working hours or while Team Members and Contracted Business Affiliates are technically not on the job (i.e., respectful conduct is expected and required at a happy hour with colleagues, even if the event isn't sponsored or sanctioned by Turing).

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following list, which is not meant to be exhaustive, gives examples of conduct that may result in disciplinary action, up to and including immediate termination of employment or other business relationship with Turing:

- Sexual or other unlawful or unwanted harassment or discrimination;
- Insubordination or other disrespectful conduct, including rudeness or offensive behavior/comments;
- Falsification or misrepresentation of employment records, employment information, social security numbers, tax records, timekeeping records or other Company records;
- Unauthorized disclosure of Company "secrets" or confidential information;
- Using Turing equipment, networks or systems for purposes that are illegal, unethical, harmful to the Company, or non-productive;
- Downloading to a computer or transmitting content that is offensive, harassing, unlawful, infringing, destructive or fraudulent;
- Theft or inappropriate removal of property, or deliberate, careless, or negligent conduct leading to damage or destruction of property;

- Possession, distribution, sale, transfer, or use of illegal drugs in the workplace, at worksites or while on duty;
- Working impaired under the influence of alcohol or illegal drugs in the workplace or at worksites;
- Possession of dangerous or unauthorized materials, such as explosives, firearms, or knives, in the workplace or at worksites;
- Fighting or threatening violence in the workplace;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Gambling while on the job or with Company resources;
- Violation of safety or health rules;
- Excessive tardiness, absenteeism or any absence without notice or authorization during the workday;
- Violation of Company policies; and/or
- Unsatisfactory performance or conduct, or inability or unwillingness to perform the duties assigned to you in a satisfactory manner.

Personal Information

Turing respects its Team Members and Contracted Business Affiliates' privacy. We must handle personal data responsibly and in compliance with all applicable privacy laws. Team Members and Contracted Business Affiliates who handle the personal data of others must:

- Act in accordance with applicable law;
- Act in accordance with any relevant contractual obligations;
- Collect, use and process such information only for legitimate business purposes;
- Limit access to the information to those who have a legitimate business purpose for seeing the information; and
- Take care to prevent unauthorized disclosure.

See Turing's "[Data Privacy Policy](#)" for additional guidance on the handling of personal data and a description of protected information.

Solicitation and Distribution

Team Members and Contracted Business Affiliates and affiliates may not use company distribution lists to solicit other Team Members and Contracted Business Affiliates and affiliates for commercial transactions or charitable contributions that are personal in nature or interest. Distribution of advertising materials, handbills or any other literature is prohibited during working time.

N.L.R.A Compliance: For avoidance of any doubt, Turing complies with the U.S. legal requirements for solicitation or distribution of policies required by the National Labor Relations Act and this policy is not intended to preclude or dissuade U.S. Team Members and Contracted Business Affiliates from engaging in activities protected by state or federal law, including the National Labor Relations Act.

No Drugs or Alcohol Abuse

Turing is committed to providing a drug-free, healthy and safe workplace. Because the presence of illegal drugs or other substance abuse is incompatible with this desire, it is not tolerated and will be grounds for immediate termination of employment with the Company.

While on Company premises (if applicable), and while performing your job duties or other Company-related activities virtually, you may not use, possess, manufacture, distribute, sell, attempt to obtain or dispense, or be under the influence of, illegal drugs or any narcotic, hallucinogen, sedative, controlled substance or other drug (other than in accordance with a doctor's prescription). If you are found to be in violation of this policy may be subject to disciplinary action, up to and including immediate termination of employment or other business relationship with Turing.

From time to time, Turing may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events by those Team Members and Contracted Business Affiliates of legal drinking age. However, if Team Members and Contracted Business Affiliates choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times. To be clear, being drunk or otherwise under the influence of drugs or alcohol is not an excuse for violating any provision of the Code.

Outside Employment and other Activities

If you are employed by Turing in a full-time position, Turing expects that your position here is your primary employment and must be afforded your full attention and efforts unless otherwise agreed upon between you and your manager or as otherwise specified in your work contract with Turing.

Moreover, for all Team Members and Contracted Business Affiliates, including part-time and temporary Team Members and Contracted Business Affiliates, any outside activity must not interfere with your ability to properly perform your job duties at Turing, must not compete with the Company's products and services and must not risk disclosure of the Company's confidential information or jeopardize the Company's business relationships. Please refer to your employment contract and the Company's Inventions Assignment & Confidentiality Agreement for additional details. Prohibited activities include, but are not limited to, the following:

- Engaging in any other employment or personal activity during work hours, or using Turing property in any other employment or business activities if prohibited by your employment contract;
- Using Turing's name, logo, stationery, supplies, equipment, or other property for personal purposes. This policy includes, but is not limited to, the personal use of the Company's computer, telephones, fax machines, postage and postage meters, conference call services, vehicles and supplies of any kind;
- Soliciting Turing Team Members and Contracted Business Affiliates, suppliers, vendors or customers to purchase goods or services of any kind for purposes not related to the Company's business, or to make contributions to any organizations or in support of any causes, unless the People Team or Senior Management has granted written approval in advance; and
- Soliciting or entering into any business or financial transaction with an employee whom you supervise, either directly or indirectly, unless your manager has granted written approval in advance of that transaction. This restriction applies to all such transactions, however small, including, but not limited to hiring a subordinate to perform a personal service and/or soliciting a subordinate to participate in an investment of any kind with you.

If a Conflict is found, it may result in disciplinary action up to and including immediate termination of employment, in accordance with local law. You should report any outside employment to the People Team, and they can answer any questions about outside employment.

Media Inquiries

All media inquiries seeking a statement on behalf of the Company should be directed to the Turing Communications team. Team Members and Contracted Business Affiliates should not attempt to independently respond to any inquiries from the press, analysts or investors, or any others who seek the official position of the Company. Speak to your manager if you have any questions.

Use of Computers and Electronic Resources

Our computer resources, including e-mail systems, Internet services and remote access via personal devices (such as computers, tablets, and smartphones) are intended to aid in workplace efficiencies. In using these resources, you are expected to show the utmost respect for fellow Team Members and Contracted Business Affiliates, systems and resources. Minimal personal use may be acceptable when such use is allowed by your manager and does not interfere with your job duties, the business needs of other employees or serving customers. Never use computer resources for illegal purposes, such as downloading, copying or sending copyrighted materials (e.g., music and movies). You may not reproduce, distribute

or alter copyrighted material without the permission of the copyright owner or authorized representative. Likewise, Turing requires that computer software be distributed only in accordance with the terms of the applicable license agreement and that any use of open source software be preapproved. In addition, computer resources (other than certain designated bulletin boards) may not be used for personal gain, political purposes, or any solicitation that is prohibited by the Company's policies.

The data and use made of personal devices used for Company purposes are considered Company property for the limited purpose of authorizing the Company to remove such Company data and information upon an employee's termination or departure from the business.

Do not access, send or download any information that could be insulting or offensive to another person, such as graphic, vulgar, violent, racially or sexually offensive materials or any other message that could be viewed as harassment. Also remember that "flooding" Turing systems with junk mail and trivia hampers the ability of our systems to handle legitimate Company business and is not permitted.

Unless prohibited by law and consistent with all data privacy laws and regulations, we reserve the right to retrieve Turing computers, communication resources or electronic devices and/or to access and disclose all information contained on them at any time for any reason consistent with the Company's need to conduct investigations to protect its assets, ensure lawful use, enable business continuity, or for any other legal purpose, with or without your knowledge or specific consent.

Workplace Monitoring

Turing's workplace is 100% remote. Therefore, the Company may monitor your telephone calls, email, and other activity performed on Company devices and networks to ensure quality control, performance improvement, security, and customer satisfaction. Workplace monitoring will always be in accordance with applicable laws and regulations. Every effort will be made to ensure that it is done in an ethical and respectful manner.

Employees are not permitted to record conversations when confidential business information is being discussed or in any manner that would be a violation of applicable law. Violation of this policy may result in disciplinary action up to and including termination, in accordance with applicable law.

Social Media

Turing respects the right of Team Members and Contracted Business Affiliates to interact on social media. However, the use of social media also presents certain risks and carries certain responsibilities with it. Turing expects all Team Members and Contracted Business Affiliates to follow the standards and guidelines of these policies and exercise good judgment regarding

their social media posts. Specifically, Team Members and Contracted Business Affiliates must exercise care when participating in social media, as the lines between personal and professional content, lawful and unlawful content, and between public and private content, are often blurred. Whether participating on behalf of Turing or personally, employees should follow the same standards of behavior online as they would if in-person.

“Social media” is defined as websites based on user interaction and user-generated content. Examples include, but are not limited to: Twitter; Facebook; Instagram; TikTok; LinkedIn; MySpace; YouTube; Glassdoor; Tumblr; corporate and personal blogs; Yammer; wikis; and comments posted in response to articles on third-party websites.

General Guidelines

Follow these guidelines when using social media:

- Refrain from personal social media activities during your working hours.
- DO NOT use Turing’s logo, graphics, trademarks, trade names, or corporate slogans unless authorized by Turing in writing.
- Use personal email accounts when registering for social media sites, unless using social media for approved official corporate purposes.
- Use personal social media accounts when engaging in personal electronic media activity that is not related to your job responsibilities.
- Refrain from posting content that could be construed as obscene, vulgar, threatening, discriminatory, harassing/sexually harassing or abusive to a person or entity. When posting content online, employees are expected to adhere to Turing’s Code of Conduct and its policies, including, but not limited to, its policies against workplace harassment, discrimination and retaliation.
- Always be fair and courteous to fellow employees, vendors, supervisors, managers or clients. Before sharing a comment, post, picture or video about or from a friend or colleague through any type of social media, it is good practice to first obtain that individual’s express advance permission as a failure to do so could contravene local laws depending on the context.
- Refrain from using social media to make disparaging remarks about Turing, its affiliated entities and their respective clients, co-workers or business partners that might contravene local laws. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation; or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, religion, national origin or any other status protected by applicable law or Turing’s policies. If employees have work-related complaints, they are encouraged to contact their direct supervisor, the People Team, or follow other available grievance processes.

- Ensure that your use of social media through a Turing computer and/or network resources does not violate any of Turing's information technology usage policies, including this policy, or local laws.
- Refrain from using social media in any manner that brings Turing into disrepute or affects the employee's ability to carry out their duties. Employees should not discuss anything on social media that indicates that the Turing employee has been involved in, or support of, any activities that could bring civil or criminal liability to the employee and/or Turing such as involvement in, or support of, inciting violence, illegal protests, etc.

If you have received written permission to post content on social media sites that include references to Turing, its brand, employees, clients, products, services, affiliated entities, or business partners, the following guidelines apply:

- Post comments appearing to come from Turing only if you have first received written permission from Turing's marketing department to promote or advertise for Turing or its services or to act as its spokesperson.
- Be transparent, disclose material connections, and err on the side of full disclosure. For example, if publishing anything Turing-related, employees must disclose their employment relationship with the Turing. A sample disclosure could include the statement: I am an employee of Turing.
- Specify that the content posted is the employee's opinion, and not that of Turing or its affiliated entities. Employees should never represent themselves as spokespersons for Turing unless authorized to do so. It is best to include a disclaimer such as: I work for Turing and the postings on this site are my personal opinion. These postings do not necessarily represent the opinion or beliefs of Turing.
- Only publish statements relating to Turing that are not misleading. Do not post anything that is false.
- Ensure that the statements are truthful, generalized, and do not contain quantifiable claims when posting content that could be reasonably construed as an endorsement of Turing, any of our affiliated entities or any of our services. Also, employees should be clear and open about their relationship with Turing to the members and readers of that social media.
- Comply with all applicable laws and regulations. This includes laws regarding copyright and fair use. Never use copyrighted or trademarked material, including Turing's own copyrighted or trademarked material or other intellectual property, without first obtaining permission.
- Maintain the confidentiality of trade secrets and private or confidential information concerning or belonging to Turing, its affiliated entities, business partners, or clients. Do not post Turing's internal reports, policies, procedures or other internal business-related confidential communications, including attorney-client privileged

communications.

Monitoring

Team Members and Contracted Business Affiliates should not have any expectation of privacy with regard to their use of Company-provided equipment, systems, and/or software for social media activities. Further, subject to applicable law, Turing may, at any time, review any public information on Team Members and Contracted Business Affiliates' social media sites should they operate their own social media presence.

Criminal or Civil Liability

There are times when postings by Team Members and Contracted Business Affiliates may create potential criminal or civil liability for Turing; including, but not limited to, social media posts about the Team Member's involvement in, or support of, inciting violence, illegal protests, etc. If Turing determines that to be the case, it reserves the right to demand the posting be removed, and to apply disciplinary action, up to and including termination of employment as warranted under the circumstances and applicable law.

Obligation to Report Violations

If you become aware of a violation of this policy, please report it to an appropriate supervisor or to the People Team. Once a potential violation is reported, Turing will investigate the allegation(s). If Turing determines that violations have occurred, Turing will implement disciplinary action up to, and including termination of employment as warranted under the circumstances and applicable law.

If you feel you are being harassed, discriminated against or retaliated against for reporting a violation of this policy, he or she should immediately report this to his or her supervisor or to a member of the People Team. Turing prohibits taking negative action against any Team Member or Contracted Business Affiliate for reporting a possible deviation from this policy or for cooperating in an investigation. If you retaliate against another Team Member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination.

Additional Information

No provision of this policy is intended to interfere with any of your rights under applicable law, including but not limited to any right to discuss the terms and/or conditions of their employment, or other laws protecting lawful job related activities, nor would it be interpreted or applied so as to interfere with employee rights to self-organize, form, join, or assist labor organizations, to bargain collectively through representatives of their choosing, or to engage

in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities. When in doubt regarding any provision of this policy or social media usage generally, always reach out to the People Team or a direct supervisor for guidance.

Team Member Files

Turing maintains files for each Team Member and most Contracted Business Affiliates, maintained by the People Team and Dev Success, respectively. These files are treated as confidential information and are the property of Turing. Access to the information they contain is restricted; however, the Company will provide access consistent with applicable law, and will cooperate with requests from authorized law enforcement or government agencies conducting official investigations and as otherwise legally required. If you want to know if you can review your personnel file, please contact the People Team.

It is your responsibility to keep your file current by promptly notifying us of changes to your name, telephone numbers, personal mailing address, marital status, number and name of dependents, beneficiary designations, educational accomplishments, business recognitions, emergency contacts and other status information; all such information should be accurate and current at all times. If any personal data has changed or needs to be added, please submit the information to Turing's Human Resources Information System, HiBob, or by contacting Dev Success.

Employment/Income Verification

Requests for employment/income verification should be sent to the People Team, which will address each request in writing.

The People Team will respond in writing to employment verification inquiries. Unless required by law or in response to a claim, no employment data (except for dates of employment and title) will be released by the People Team without a written authorization by the individual who is the subject of the inquiry. The Company will inform the inquiring party of our policy to not disclose any other information about any of its current and/or former employees.

Income Verifications

All income verifications will be completed by the People Team providing written consent has been provided by the employee. These can also be in the form of unemployment claims, car loans, mortgages, or other such requests asking for income information.

References

No employee is authorized to provide any professional employment references or information about any current or former employee on behalf of the Company without prior approval from the People Team.

Acknowledgment

By signing below, I acknowledge that I have received a copy of the Code and Country Addendum applicable to me. I understand that it is my responsibility to read and familiarize myself with the Code and Country Addendum (if applicable) in its entirety. I agree to comply with the rules, policies, and procedures set forth in the Code and Country Addendum. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment or services contract in accordance with applicable law.

Swayam Lodha

Name

03/07/2025

Date