

TURKCELL ILETISIM HIZMETLERI A.S.

CLAWBACK POLICY

The Board of Directors (the “Board”) of Turkcell Iletisim Hizmetleri A.S. (the “Company”) has adopted this clawback policy (this “Policy”). The Audit committee of the Company is designated to administer this Policy (the “Committee”). The Committee shall be entitled to determine and review the implementing rules to ensure compliance with this Policy.

Recovery of Erroneously Awarded Compensation. The Company shall reasonably promptly recover erroneously awarded compensation received by current or former executive officers of the Company (“Covered Individuals”) in the event the Company is required to prepare an accounting restatement due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. The independent directors of the Company’s Board may, by majority vote of the independent directors, determine not to recover erroneously awarded compensation pursuant to this Policy in circumstances where:

- (i) the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the erroneously awarded compensation and document such attempts pursuant to applicable law; or
- (ii) non-enforcement is expressly permitted by applicable law, including where recovery would violate applicable Turkish laws pursuant to such applicable law.

Covered Individuals. The Committee shall determine the Covered Individuals.

Covered Compensation. This Policy applies to the incentive-based compensation received by a Covered Individual: (1) after such Covered Individual began service as an executive officer; (2) who served as an executive officer at any time during the performance period for that incentive-based compensation; (3) while the Company has a class of securities listed on the New York Stock Exchange and (4) during the three completed fiscal years immediately preceding the date that the Company is required to prepare an accounting restatement as described above (or during any transition period, that results from a change in the Company’s fiscal year, within or immediately following those three completed fiscal years). Notwithstanding the foregoing, this Policy shall not apply to incentive-based compensation received by a Covered Individual prior to October 2, 2023.

The amount of incentive-based compensation subject to this Policy is the erroneously awarded compensation, which would be the amount of incentive-based compensation received by a Covered Individual that exceeds the amount of incentive-based compensation that otherwise would have been received by the Covered Individual had it been determined based on the restated amount, and will be computed without regard to any taxes paid by the Covered Individual (or withheld from the incentive-based compensation). The Committee shall make all determinations regarding the amount of erroneously awarded compensation.

Method of Recovery. The Committee shall determine, in its sole discretion, the manner in which any erroneously awarded compensation shall be recovered. Methods of recovery may include, but are not limited to: (1) seeking direct repayment from the Covered Individual; (2) reducing (subject to applicable law and the terms and conditions of the applicable plan, program or arrangement pursuant to which the incentive-based compensation was paid) the amount that would otherwise be payable to the Covered Individual under any compensation, bonus, incentive, equity and other benefit plan, agreement, policy or arrangement maintained by the Company or any of its affiliates; (3) cancelling any award (whether cash- or equity-based) or portion thereof previously granted to the Covered Individual; or (4) any combination of the foregoing.

No-Fault Basis. This Policy applies on a no-fault basis (the "No-Fault Basis"), and Covered Individuals will be subject to recovery under this Policy without regard to their personal culpability. This No-Fault Basis clause is inserted to ensure compliance with applicable laws and should not be interpreted as a penalty clause.

Other Company Arrangements. This Policy shall be in addition to, and not in lieu of, any other clawback, recovery or recoupment policy maintained by the Company from time to time, as well as any clawback, recovery or recoupment provision in any of the Company's plans, awards or individual agreements (including the clawback, recovery and recoupment provisions in the Company's equity award agreements) (collectively, "Other Company Arrangement") and any other rights or remedies available to the Company, including termination of employment; provided, however, that there is no intention to, nor shall there be, any duplicative recoupment of the same compensation under more than one policy, plan, award or agreement. In addition, no Other Company Arrangement shall serve to restrict the scope or the recoverability of erroneously awarded compensation under this Policy.

No Indemnification. Notwithstanding anything to the contrary set forth in any policy, arrangement, bylaws, charter, certificate of incorporation or plan of the Company or any individual agreement between a Covered Individual and the Company or any of its affiliates, no Covered Individual shall be entitled to indemnification from the Company or any of its affiliates for the amount that is or may be recovered by the Company pursuant to this Policy; provided, however, that to the extent expense advancement or reimbursement is available to a Covered Individual, this Policy shall not serve to prohibit such advancement or reimbursement.

Administration; Interpretation. The Committee shall interpret and construe this Policy consistent with applicable laws and regulations (including any applicable listing exchange rules), and shall make all determinations necessary, appropriate or advisable for the administration of this Policy. Any determinations made by the Committee shall be final, binding and conclusive on all affected individuals. The Company shall provide public disclosures related to this Policy and any applicable recoveries of erroneously awarded compensation.

Amendment or Termination of this Policy. The Board reserves the right to terminate or amend this Policy at any time and for any reason, subject to applicable law.