

**THE TURTLE SURVIVAL ALLIANCE FOUNDATION****CODE OF ETHICS**

Directors, officers, employees, consultants, interns, volunteers and contractors (each a “Person” or “you”) of Turtle Survival Alliance Foundation (“Turtle Survival Alliance” or “we”) are expected to adhere to high ethical standards of conduct in the performance of their duties, observe all laws and regulations governing our operations, compete fairly with others, and use our funds only for legitimate and ethical purposes.

The following principles of this Code of Ethics (the “Code”) must always be observed:

1. You should exercise the highest standards of care, including diligence and prudence, when conducting any activity for or on behalf of Turtle Survival Alliance.
2. You should, in all actions, act fairly, responsibly, without any personal benefit, and without bias in any direction in regard to all decisions, dealings, or proposed courses of action.
3. You must not discriminate, harass, intimidate, or objectify any other Person, or condone any such discrimination, harassment, intimidation, or objectification by another Person, based on actual or perceived gender, gender identity or expression (including transgender status), race, color, creed, age, national origin, ancestry, citizenship status, ethnicity, physical or mental disability, religion or religious belief, sexual orientation, results of genetic testing, marital status, military service, and veteran status or any other characteristic protected by applicable federal, state, province or local laws and ordinances.
4. You should assume that every situation and every action undertaken could be subject to full public scrutiny.
5. When negotiating on behalf of Turtle Survival Alliance, you must maintain an arms-length relationship with those with whom we may enter into contracts or other transactions in order to remain objective, both presently and in the future.
6. You have an affirmative and ongoing obligation to disclose to us, in the manner described below, any relationship, existing or prospective, that creates, potentially creates, or may appear to create a conflict of interest.
7. With respect to a potential transaction or contract between us and an individual or an entity with whom or which you are affiliated or associated, you must not act as an advocate, and we will not apply any special consideration or variation in our decision-making process (except for any special approval as our By- Laws may require).
8. In the event of doubt, each situation should be resolved in accordance with the principle of avoiding even the appearance of conflict of interest or other impropriety. Any such potential or actual situation should be brought to the attention of one of your supervisors, our Chief Executive

Officer, the Chair of the Board, the Chair of the Governance Committee or, if in Madagascar, the Country Director.

To implement these principles, you should take note of the following specific guidelines:

Conflicts of Interest. Because of our charitable status, Turtle Survival Alliance has a special obligation to uphold the public trust, which includes the requirement that all personnel of Turtle Survival Alliance must conduct our affairs in the best interests of Turtle Survival Alliance and avoid conflicts of interest. Although it is difficult to describe every conflict of interest situation that could occur, in general, a conflict of interest arises when you, your spouse, or a close relative or member of your household, holds or has held a position or has an interest or a belief that would tend to affect your independence of judgment in regard to a contract, transaction or agreement affecting Turtle Survival Alliance. In particular, a conflict of interest may arise when you have a direct or indirect financial interest in the outcome of a decision or when you have a legal interest or other conflict of loyalties that would not necessarily result in financial gain but could interfere with your impartiality. For directors and officers of Turtle Survival Alliance, our By-Laws provide guidelines in circumstances in which conflicts of interest arise under applicable law in situations involving contracts or transactions with Turtle Survival Alliance. Any potential conflict of interest on the part of a Person (including its employees) who is an employee, consultant or contractor should be disclosed to that Person's immediate supervisor at Turtle Survival Alliance or to our Chief Executive Officer, and if the Person is an officer or a director of Turtle Survival Alliance, disclosure should be made to the Chair of the Board or the Chair of the Governance Committee.

Although not inclusive and intended only to provide guidance, the following activities illustrate types of potential or actual conflicts of interest that you should avoid and which must be disclosed, as applicable, in accordance with this Code and, in the case of our directors and officers, our By-Laws.

- *Self-benefit:* Using your position or relationships within Turtle Survival Alliance to promote your own interests or those of your spouse or family or those of any other entity in which you have a governing role (i.e. as a director or trustee), managerial role or a financial interest, including using confidential or privileged information gained in the course of employment or work with Turtle Survival Alliance or service as a director for personal benefit or gain or for the personal gain or benefit of spouse or family members or for the gain or benefit of any such other entity.
- *Influence peddling:* Soliciting personal benefits from outside organizations in exchange for the advancement of the interests of those outside organizations within Turtle Survival Alliance.
- *Other business relationships and dealings:* Having a controlling or significant ownership interest in, or a managerial role in, or a financial or other interest or relationship in, or with, a supplier or other business or entity that conducts or seeks to conduct business with Turtle Survival Alliance.
- *Property transactions:* Directly or indirectly leasing, renting, trading, or selling real or personal property to Turtle Survival Alliance.
- *Use of our property for your personal advantage:* Using or taking our resources, including facilities, equipment, personnel, and supplies, for personal use or other unauthorized, non-Turtle-Survival Alliance activities.

- *Recording or reporting false information:* Misrepresenting, withholding, or falsifying information reported to external parties or used internally for decision-making purposes, in order to derive personal benefit.

**Confidential Information.** Information should be considered confidential if it is not readily available to the public. Such information should not be disclosed or made accessible to anyone or any entity that does not have a legitimate and business-related need for such information (e.g., vendor bids and related information or employee personal data.) Turtle Survival Alliance retains the exclusive right to determine who shall be granted access to such information, and you must exercise good judgment and due care at all times regarding the dissemination of our information. Upon termination of employment or a consulting agreement with Turtle Survival Alliance, Persons must return to us all documents and materials that may contain confidential information.

**Anti-Corruption, Gifts and Gratuities.** Turtle Survival Alliance does not tolerate any form of corrupt practice, including extortion, fraud, bribery, or money laundering of any sort, directly or indirectly, at any level. Such behavior would erode our reputation, undermine our integrity and in most cases violate the law.

As a U.S.-based organization, Turtle Survival Alliance must comply with the U.S. Foreign Corrupt Practices Act, which applies to our operations worldwide, as well as with other anti-corruption and anti-bribery laws applicable in countries where we work or as required by donor rules. You must not offer, pay, promise or authorize the payment, directly or indirectly, of any funds or anything of value (including gifts, loans or services) to any governmental official or employee or any political party or candidate for political office, for the purpose of improperly influencing any act or decision of such official or of the government. It is also essential that you avoid situations that might lead to the appearance of an improper payment, such as providing meals, travel, gifts and entertainment to a government official, other than in accordance with applicable laws or involving nominal, low-value items consistent with customary social or business practices.

You must not accept gifts, gratuities, significant discounts, commissions, loans, or any other item(s) (singly, a “Gift,” or collectively, “Gifts”) from any individual or entity with whom Turtle Survival Alliance has or is contemplating having a business relationship (e.g., vendors, suppliers, or consultants) where it may appear that the Gift is or was intended to influence you respecting Turtle Survival Alliance matters. For that reason, our employees and consultants may only accept Gifts of nominal (generally less than \$100) monetary value and that are not related in any way to an existing or pending transaction. This guideline is not intended to prohibit normal or customary business practices, such as meetings over meals, items given to participants in meetings and conferences, or token hosting gifts, as long as they are of a reasonable value and promote our legitimate interests. If an employee or consultant believes there is an appropriate reason to make an exception for a specific situation, that Person should contact his or her immediate supervisor or the Chief Executive Officer or, if in Madagascar, the Country Director, prior to accepting the gift, and if a director or officer, should contact the Board Chair or the Chair of the Governance Committee.

**Honoraria, Payments or Royalties for Speaking Engagements, Articles, or Other Activities.** Generally, Turtle Survival Alliance is not concerned when our employees and consultants undertake speaking engagements, write articles, or undertake other activities (on subject matter not directly related to their responsibilities to us or to our operations and activities) if the time devoted to such activities does not

interfere with their responsibilities to us. Any payments for such activities should only be accepted, however, if the materials prepared and all activities undertaken in connection with such activities are on personal time, and such individual is not representing, or purporting to represent us at such activities. (Any oral or written work product created or derived from an employee's responsibilities to or work for Turtle Survival Alliance is our property and must always be represented as such. Any payment from an outside source related to such work must be contributed to Turtle Survival Alliance).

Should an employee or consultant believe there is an appropriate reason to make an exception for a specific situation, that Person should contact his or her immediate supervisor prior to accepting any such payment. Travel costs and expenses incurred in connection with any activities that are not related to Turtle Survival Alliance must be borne by the Person, unless otherwise stipulated by contract if the Person is a consultant or contractor and otherwise travel expenses may only be reimbursed in accordance with our Travel Policy.

**Discrimination and Harassment.** Turtle Survival Alliance expects you to treat to all Persons with dignity and respect. All Persons have the right to expect a work environment free from harassment, including sexual harassment.

“Harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class. Harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on actual or perceived gender, gender identity, or expression (including transgender status), race, color, creed, age, national origin, ancestry, citizenship status, ethnicity, physical or mental disability, religion or religious belief, sexual orientation, results of genetic testing, marital status, military service and veteran status or any other characteristic protected by applicable federal, state, province or local laws and ordinances.

“Sexual harassment” is unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether or not they involve physical touching;
- Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life, comments about an Individual's body, comments about an Individual's sexual activity;
- Displaying sexually suggestive objects, pictures, or cartoons;

- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Teasing or other conduct directed toward a person because of one's gender.

Political Activities and Lobbying. Turtle Survival Alliance is limited by our IRS status and constating documents with respect to engaging in electoral politics or lobbying activities. In particular, we are prohibited from participating or intervening, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidate for political office. You and all others acting on our behalf, are therefore prohibited from directly or indirectly participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office in any national, sub-national, state, provincial or local government election anywhere in the world. Turtle Survival Alliance may only conduct non-partisan, election related activities in certain limited circumstances.

Although you are free to engage in political campaign activities on a personal basis, in your capacity as private citizens, it is possible that such political activities could be mistakenly attributed to Turtle Survival Alliance. In order to avoid such attribution or any appearance of impropriety, you should discuss any contemplated political activity with your immediate supervisor, the Chief Executive Officer, the Chair of the Board, the Chair of the Governance Committee, or, in Madagascar, the Country Director, prior to engaging in such activity. Further, your political activities must only occur during off-duty hours, at your own expense, and without the use of the name of Turtle Survival Alliance, our resources, our facilities, our systems, or our equipment.

Turtle Survival Alliance is permitted to engage in lobbying activity within certain limitations. Broadly speaking, lobbying is any communication whose purpose is to attempt to influence legislation. Direct lobbying is an attempt to influence legislation through communication with a member or employee of a legislative body or government personnel who participate in the formulation of legislation. Grassroots lobbying is an attempt to influence legislation through trying to affect the opinions of the general public.

In some cases, lobbying activity is expressly prohibited by local laws which apply to Turtle Survival Alliance or by donor restrictions. When we are permitted to lobby, we are required to track and report lobbying activities and expenditures for direct and grassroots lobbying, and we must keep a record of lobbying expenditures. If you have questions about whether particular political activities or lobbying may be prohibited, or how lobbying activities should be tracked, you should contact our Chief Executive Officer or, in Madagascar, our Country Director.

## **Reporting Complaints**

A Person reporting a violation or suspected violation of this Code must be acting in good faith and have reasonable grounds for believing the information disclosed will indicate a violation of this Code. It is the responsibility of employees, interns, volunteers, consultants, and contractors to report violations or suspected violations of this Code to their immediate supervisors, the Senior Director of Operations, the Chief Executive Officer, the Chair of the Board or, in Madagascar, the Country Director. Officers and directors of Turtle Survival Alliance should report violations or suspected violations to the Chair of the Board or the Chair of our Governance Committee. All Persons may refer, for this purpose too, or decide to report using our Whistleblower and Investigations Policy, which is available on our website. Persons

will not suffer harassment, retaliation, or adverse employment consequences because of the reporting. Any Person who retaliates against another Person who reported a violation or suspected violation in good faith will be subject to discipline up to and including, if the Person is an employee, termination of employment, if the Person is a consultant, intern or contractor, termination of contract, and if the Person is a director or officer, removal from office by the Board of Directors.

I agree, as shown by my signature, that I have read this Code of Ethics and agree to act in accordance with it.

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Signature

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Printed Name

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Date

**Code of Ethics Last Approved by the Board of Directors: May 21, 2025.**