

PRIVACY PROVISIONS, KVKK (Turkish Data Protection Law) AND COMPLIANCE COMMITMENTS**1. PRIVACY PROVISIONS:**

The Parties intend to disclose certain technical and commercial information to each other and have agreed to apply these terms for the protection of such information.

1.1. Definition of Confidential Information: Any and all financial statements, reports, financial and legal information, trademarks, patents, industrial design-related information, trade secrets, or any other information, whether legally protected or not, of a commercial, financial, or technical nature disclosed in writing, verbally, or by any other means by one Party to the other, as well as information such as business opportunities, projects, business models, company strategies that the Parties will disclose to each other, shall be considered as "Confidential Information." Additionally, confidential information includes all administrative and technical processes, manuals, application designs/specifications. Furthermore, any new information obtained by the Party that disclosed the Confidential Information through the use of such information shall also be considered within the scope of the Confidential Information.

1.2. Protection of Confidential Information: Each Party agrees to protect the Confidential Information provided to it with the utmost confidentiality and not to disclose it to any third party, in any manner, except in cases where written approval of the other Party is obtained, and not to use it directly or indirectly for purposes other than the objectives of the commercial relationship between the Parties, subject to the conditions specified in this Agreement. The Party disclosing the Confidential Information may only provide this information to employees and/or consultants who are required to learn this information due to the nature of their work and only in cases of necessity, and it is obliged to warn and take all necessary measures regarding its employees and/or consultants with respect to the obligations imposed by this Agreement. The Party disclosing the confidential information must also enter into a confidentiality agreement with the individuals with whom the information is shared and must provide the signed agreement when requested. The Party disclosing the Confidential Information acknowledges and commits in advance that its employees and/or consultants who were disclosed the Confidential Information will be directly responsible for any breach of the obligations imposed by this Agreement.

1.3. Information Not Covered by the Definition of Confidential Information: The following information is not covered by the definition of Confidential Information:

1.3.1. Information that has been disclosed to the Party without any obligation to keep it confidential, and that can be proven to have been developed by the Party itself.

1.3.2. Information that must be disclosed in accordance with existing legal regulations or a court order, administrative order. (However, in this case, the Party disclosing the Confidential Information shall immediately inform the other Party of the relevant court order or administrative order and provide support to eliminate the disclosure obligation of the disclosing Party).

1.3.3. Information that has been publicly disclosed without an obligation to maintain confidentiality, in a manner consistent with this Agreement.



1.4. No Obligation to Disclose: The Parties acknowledge and agree that the Confidential Information and the rights in such information are entirely within the authority and responsibility of the disclosing Party, and that the disclosure of this

information will not confer any rights, privileges, or priorities on the Party to which it is disclosed.

1.5. Breach: A Party that breaches this Agreement by disclosing the Confidential Information of the other Party or by using it without permission, or in any other way, shall be liable to compensate the other Party for the direct damages arising from such breach.

1.6. Confidentiality Period: The Parties agree to maintain the confidential information obtained under this agreement, even after the termination of the agreement and undertake not to disclose it for any period without limitation.

2. COMMITMENTS UNDER THE PERSONAL DATA PROTECTION LAW:

The Parties, within the scope of their ongoing commercial relationship, declare that they comply with the legislation regarding the protection of personal data, and they undertake to continue to comply with the legislation even after the termination of the commercial relationship, and guarantee that they have obtained explicit consent from the relevant individuals for the processing of personal data that they can transmit to each other, and that they have informed the relevant individuals in accordance with the legislation when collecting personal data.

The Parties will take all necessary technical and administrative measures to prevent the unlawful processing of personal data they have learned or obtained in the context of this Agreement, to prevent unauthorized access to personal data, and to ensure the protection of personal data. The Parties undertake that they will indemnify the other Party for any and all damages and losses that may be incurred by the other Party due to the failure to take these measures, except for situations that require legal obligations.

The Parties will keep the personal data obtained within the scope of this Agreement during the continuation of their business relationship, as well as after the end of the business relationship, within the periods stipulated by the relevant legislation. After the expiration of these periods and/or when the purposes of processing the stored personal data are eliminated, the Parties accept and declare that they will delete, destroy, or anonymize the personal data, except for cases where legal obligations require otherwise.

The Parties undertake to respond to any request regarding any information and document related to any personal data submitted to them, within a maximum of 30 (thirty) days from the date of submission of the request.



3. COMPLIANCE, ANTI-CORRUPTION, AND EMBARGO COMMITMENTS:

The Parties undertake to take all necessary measures to prevent corruption and to behave in accordance with all provisions of the relevant legislation and general moral rules in order to prevent corruption. Within the scope of this commitment, the Parties undertake not to make any payments, either in cash or in-kind, directly or indirectly, to the employees and managers of the other Party (including their relatives/related parties) under any name, not to provide cash or non-cash facilities, not to promise or provide any advantages (e.g., money, gifts of monetary value, or benefits that have no relation to the business, e.g., invitations to sports events, concerts, or cultural events) that could be interpreted as such, either by themselves, through their employees, company directors if any, board members if any, or third parties. Product samples left for inspection or quality control purposes within the regular workflow of the Parties are not included in this regulation. In the event of a violation of this principle by any of the Parties, the other Party shall have the right to claim compensation from the Party that violates this

principle, based on the principles it will determine at its own discretion, and without prejudice to other rights.

The Parties separately declare and undertake that they, their subsidiaries, board members, officials, or anyone within their knowledge are not established, organized, or resident in a country or region that is subject to economic or trade sanctions to a large extent, as determined by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, and/or the European Union, the United Kingdom, or other relevant sanctioning authorities, and that they are not a person or institution subject to such sanctions, and that the goods or services to be provided within the scope of this Agreement are not subject to any sanctions. The Parties also accept, declare, and undertake that, in the event of a violation of this declaration and undertaking, the other Party may share the relevant violation and all necessary information and documents with third parties.