

PRIVACY - PROHIBITION OF COMPETITION - PROTECTION OF PERSONAL DATA (WITH SUPPLIERS AND CUSTOMERS)

All kinds of personal data, intellectual property, trade secret or other legal protection or any information that the parties have learned or obtained about each other, their employees, customers, visitors by any electronic, written or verbal means, for the purpose of the performance of this contract, and the document is "Confidential Information".

Confidential Information includes, but is not limited to, drawings, photographs, innovations, R&D studies, systems, fees, promotional ideas, processes, tests, formulas, methods and techniques, copyright, trademark, patent, industrial design, know-how, production, operation, program, software, data, tariff, products, marketing and advertising studies, judicial information, accounting records and information or financing, contracts, projects, works, business plans, policies and practices, biometric data, all kinds of official documents, employee records, customer portfolio and all kinds of information and documents related to them, and all information and meeting notes disclosed during the negotiations, negotiations or meetings between the Parties, any documents, analysis, studies, proposals or other information submitted by the Parties to each other, assets or activities and non-public information about the subject of the contract.

Regarding the security of Confidential Information, the Parties agree, declare and undertake that they will take all reasonable security measures to prevent their learning, use, transfer or destruction by unauthorized persons and not to cause any violation of rights. The Parties shall take the necessary measures to ensure that their employees comply with this confidentiality obligation.

Non-confidential information, public information, information obtained from other sources and information used with the express consent of the other party or the person concerned are outside the scope of the confidentiality obligation.

In case of breach of the confidentiality obligation for whatever reason, the Parties accept, declare and undertake to pay the negative, positive damages incurred or to be incurred by the other party for this reason, in case of proof before the competent authorities.

The Parties shall not employ the personnel employed by the other Party for a period of 2 years from the expiry of this Contract and in the period after the commencement of their legal relations with each other pursuant to this Contract or any other Contract, partnership with the said personnel, representation, management, consultancy, etc. undertakes not to establish a direct or indirect business relationship under its name. In case of violation of the provisions of this article, the party acting in violation accepts, declares and undertakes that it will be responsible for the loss of business of the other party and any other material and moral damages that may arise due to this.

The Parties agree that they will comply with all applicable laws, regulations and rules regarding the protection of personal data, including the Personal Data Protection Law (KVKK) No. 6698 and related statutes, regulations, communiqués and decisions regarding this Agreement, and that they will continue to comply even if the contract is terminated, and

They undertake and guarantee that they will not be violated. The parties, within the scope of this Agreement, that the personal data of third parties, including their own employees, that they transfer and/or make available to each other, are obtained in accordance with the KVKK, that they process such personal data with the explicit consent of the persons or on the basis of the existence of one of the conditions of compliance with the law and other they declare and undertake that they have transferred to the party. When the parties violate their commitments within the framework of their rights and obligations regarding the protection of personal data in a negligent, faulty or intentional way, all kinds of damages to be incurred by the other party due to administrative and/or criminal and/or legal sanctions, upon the first request and any legal accepts, declares and undertakes that it will pay immediately without the need for follow-up.

Even if this Agreement is terminated for any reason, the obligations in this article, other than the prohibition of competition, will be evaluated by the Parties indefinitely in accordance with the provisions of this article, without being subject to any time period.