

STANDARD CONTRACT - 1
FOR
THE TRANSFER OF PERSONAL DATA ABROAD
(FROM CONTROLLER TO CONTROLLER)

PART I
General Provisions

Clause 1- Purpose and Scope

- (a) The purpose of this standard contract is to ensure compliance with the provisions of Personal Data Protection Law No. 6698 dated 24/3/2016 (hereinafter referred to as ‘the Law’) and the By-Law on Procedures and Principles for the Transfer of Personal Data Abroad (hereinafter referred to as ‘the By-Law’), which entered into force following its publication in the Official Gazette dated 10/7/2024 and numbered 32598.
- (b) The data controller transferring personal data abroad (hereinafter referred to as ‘data exporter’) and the data controller in a foreign country receiving personal data from the data exporter (hereinafter referred to as ‘data importer’) have agreed to this standard contract (hereinafter referred to as ‘the Contract’).
- (c) This Contract applies with respect to the transfer of personal data abroad as specified in Annex I.
- (d) The Appendix to this Contract containing the annexes (hereinafter referred to as ‘Annexes’) forms an integral part of this Contract.

Clause 2- Effect and Invariability of the Contract

- (a) This Contract sets out appropriate safeguards for the transfer of personal data abroad, including enforceable data subject rights and effective legal remedies in the country receiving the transfer as well, in accordance with Article 9(4) of the Law, and the By-Law, provided that no additions, deletions, or modifications are made.
- (b) This Contract is without prejudice to obligations to which the data exporter is subject by virtue of the Law, the By-Law, and other relevant legislation.

Clause 3- Third-Party Beneficiary Rights

- (a) Data subjects may invoke the clauses of this Contract as third-party beneficiaries against the data exporter and/or data importer, with the following exceptions:
- i) Clause 1, Clause 2, Clause 3, and Clause 6.
 - ii) Clause 7.5(e) and Clause 7.9(b).
 - iii) Clause 10(a) and (d).
 - iv) Clause 11.

(b) Paragraph (a) is without prejudice to rights of data subjects under the Law.

Clause 4- Interpretation

(a) Where this Contract uses terms that are defined in the Law, the By-Law, and other relevant legislation, the definitions provided in the respective regulations shall apply.

(b) This Contract shall be interpreted in accordance with the Law, the By-Law, and other relevant legislation.

(c) This Contract shall not be interpreted in a way that conflicts with rights and obligations provided for in the Law, the By-Law, and other relevant legislation.

Clause 5- Rule of Conflict

In the event of a contradiction between the clauses of this Contract and the provisions of other relevant agreements between the Parties, existing at the time this Contract is agreed or entered into thereafter, the clauses of this Contract shall prevail.

Clause 6- Description of the Transfer

The details of the transfer of personal data abroad to be carried out under this Contract, and in particular the categories of personal data to be transferred, the legal basis for the transfer, and the purpose or purposes of the transfer, are specified in Annex I.

PART II Obligations of the Parties

Clause 7- Safeguards for Personal Data Protection

The data exporter warrants that it has used reasonable efforts to determine that the data importer is competent, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under this Contract.

Clause 7.1- Being Relevant, Limited, and Proportionate to the Purpose

The data importer shall process the personal data in a manner that is relevant, limited, and proportionate to the purpose/purposes specified in Annex I.

Clause 7.2- Being Accurate and Kept up to Date Where Necessary

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose/purposes of processing, is destroyed or rectified without delay.

(b) Each Party shall inform the other Party without delay if it becomes aware that the personal data transferred is inaccurate or has become outdated.

Clause 7.3- Storage Limitation

The data importer shall retain the personal data for no longer than necessary for the purposes for which it is processed. To ensure compliance with this obligation, the data importer shall put

in place all necessary technical and organisational measures to erase, destroy, or anonymize personal data and all its back-ups.

Clause 7.4- Obligation to Inform

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 8, the data importer shall inform them, either directly or through the data exporter:

- i) of its identity and contact details,
- ii) of the categories of personal data processed,
- iii) of the right to obtain a copy of this Contract,
- iv) where it intends to onward transfer the personal data to any third party or parties, of the recipient or categories of recipients, the purpose of such onward transfer and the grounds for it pursuant to Clause 7.7.

(b) On request, the Parties shall make a copy of this Contract, including the Annexes as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact the Annexes included in the copy provided to the data subject and exclude certain portions of the text. However, the Parties shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(c) The obligations of the data exporter under Article 10 of the Law and the Communiqué on Procedures and Principles to Be Followed in Fulfilment of the Obligation to Inform, published in the Official Gazette dated 10/3/2018 and numbered 30356, are reserved.

Clause 7.5- Data Security

(a) The data importer and, during transmission, also the data exporter shall implement all necessary technical and organisational measures to ensure an appropriate level of security corresponding to the nature of personal data, aiming to prevent unlawful processing of personal data, unlawful access to personal data, to ensure protection of personal data, and to safeguard personal data against accidental loss, destruction or damage. In determining such measures, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved in the processing to the fundamental rights and freedoms of data subjects.

(b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(c) The data importer shall ensure that natural persons authorised by it to access personal data do not disclose the personal data they have learned to third parties in breach of this Contract and do not use the data for purposes other than those for which it was processed.

(d) In the event that personal data processed by the data importer under this Contract is obtained by others through unlawful means, the data importer shall take appropriate measures to address the data breach and mitigate its potential adverse effects.

(e) In the event that personal data processed by the data importer under this Contract is obtained by others through unlawful means, the data importer shall notify both the data exporter and the Personal Data Protection Board (hereinafter referred to as ‘the Board’) without undue delay and within 72 hours at the latest. Such notification shall use the ‘Data Breach Notification Form’

determined by the Board and published on the official website of the Personal Data Protection Authority (hereinafter referred to as ‘the Authority’). To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

(f) In the event that personal data processed by the data importer under this Contract is obtained by others through unlawful means, the data importer shall notify the data subjects of the breach. The breach notification to the data subject shall be communicated in clear and plain language and include at least the following:

- i) when the personal data breach occurred,
- ii) which personal data are affected by the breach on the basis of the categories of personal data (distinguishing between personal data/sensitive personal data),
- iii) likely consequences of the personal data breach,
- iv) the measures taken or proposed to be taken to mitigate the adverse effects of the personal data breach,
- v) name and contact details of the contact persons or the full address of the data importer’s website, call centre, etc., where data subjects can obtain information about the breach.

(g) The data importer shall document all relevant facts relating to the data breach, its effects and any measures taken, and keep this documentation readily available for examination by the Board.

Clause 7.6- Sensitive Personal Data

(a) The data importer shall take additional technical and organisational measures appropriate to the nature of the sensitive personal data.

(b) In the processing of sensitive personal data, adequate measures as determined by the Board shall also be taken.

Clause 7.7- Onward Transfers

(a) Personal data transferred to the data importer may be further transferred by the data importer to a third party located abroad (either in the same country as the data importer or in another country) only under the following circumstances:

- i) it is to a country benefitting from an adequacy decision pursuant to Article 9(1) of the Law,
- ii) the third party to which the onward transfer will be made provides one of the appropriate safeguards outlined in Article 9(4) of the Law,
- iii) transfer of personal data is mandatory for the establishment, exercise or protection of any right in the context of specific administrative or judicial proceedings,
- iv) transfer of personal data is necessary for the protection of life or physical integrity of a person himself/herself or of any other person who is unable to provide consent due to actual impossibility or whose consent is not legally valid,
- v) where none of the conditions listed above apply; the data importer has obtained the explicit consent of the data subject for an onward transfer, provided that it has informed the data subject about the purpose/purposes of the transfer, the identity of the third party recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards, and also the data importer has informed the data exporter

and, on request, it transmits to the data exporter a copy of the information provided to the data subject.

(b) In any onward transfer, the data importer shall comply with all the other safeguards under this Contract, in particular the principle of relevance, limitation, and proportionality with respect to the purposes.

(c) In cases where the recipients of onward transfers have been identified before notification of this Contract to the Authority, these recipients or recipient groups shall be specified in Annex I. In the event of a change to the recipients or recipient groups of onward transfer, Annex I shall be updated accordingly, and the Authority shall be notified.

Clause 7.8- Processing under the Authority of the Data Importer

The data importer shall ensure that persons acting under its authority, including data processors, process the personal data only and solely on its instructions.

Clause 7.9- Documentation and Compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under the Contract. The data importer is obliged to keep and maintain information, documents, and records related to the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the Board on request.

Clause 8- Data Subject Rights

(a) The data importer, where relevant with the assistance of the data exporter, shall respond to any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under the Contract at the latest within thirty days of the receipt of the enquiry or request. The data importer shall take appropriate measures to respond to such enquiries, requests and to ensure the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, by making a request to the data importer, the data subject has the following rights concerning to himself/herself:

- i) To learn whether personal data concerning him/her is being processed,
- ii) Where this is the case, to request information relating to this processing and a copy of the information specified in Annex I,
- iii) To learn the purpose of the processing of personal data and whether the data is used in accordance with that purpose,
- iv) To learn the third parties to which the personal data has been transferred and the basis for such onward transfers pursuant to Clause 7.7
- v) To request rectification of incomplete or inaccurate personal data,
- vi) To request erasure or destruction of personal data within the scope of Clause 7.3,
- vii) To request notification of operations conducted under subparagraphs (v) and (vi) to third parties to whom the personal data has been transferred,
- viii) To object to the occurrence of a result against the person himself/herself as a result of analysing the data processed solely through automated systems,

ix) To claim compensation for the damages arising from the unlawful processing of personal data in violation of this Contract.

(c) The data importer shall act on the request or refuse it together with justified grounds and communicate its response to the data subject in writing or by electronic means. In the response, the data subject shall be informed of their right to lodge a complaint with the Board pursuant to Clause 9(c). In case the demand in the request is accepted, it shall be fulfilled by the data importer accordingly.

(d) The data importer shall finalise the data subject's request free of charge. However, if the process requires an additional cost, the data importer may charge a fee according to the tariff set by the Board. If the request arises due to the data importer's own fault, the data importer shall refund the fee to the data subject.

Clause 9- Redress

(a) In case of a dispute between a data subject and a data importer concerning third-party beneficiary rights under this Contract, the data subject may submit his/her requests to the data importer regarding the matter. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice to the data subjects or on its website, of a contact point authorised to handle requests. The data importer shall promptly address any requests it receives from data subjects.

[Optional provision at the parties' discretion: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. The data importer shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or initially use it in seeking redress.]

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with this Contract, that Party shall use its best efforts to resolve the issue amicably in the shortest time possible. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the right of the data subject to lodge a complaint with the Board and to refer the dispute to the competent courts within the meaning of Clause 17.

(d) The data importer undertakes to abide by decisions that are legally binding under Turkish law.

(e) The data importer agrees that the data subject's exercise of any of the aforementioned methods to seek redress will not prejudice any other rights that the data subject may assert in accordance with applicable legislation.

Clause 10- Liability

(a) Each Party shall be liable to the other Party for any damages arising from any breach of this Contract.

(b) Each Party shall be liable to the data subject. The data subject shall be entitled to receive compensation, for any material or non-material damages that the Parties cause the data subject by breaching the third-party beneficiary rights under this Contract. This is without prejudice to the liability of the data exporter under the Law.

(c) Where both Parties are responsible for any damage caused to the data subject as a result of a breach of this Contract, all responsible Parties shall be severally liable, and the data subject is entitled to bring an action in court against any of these Parties.

(d) If one Party fully compensates the data subject for the damage under paragraph (c), it reserves the right of recourse against the other party in proportion to its fault.

(e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 11- Supervision

The data importer agrees to cooperate with the Authority in any and all procedures at ensuring compliance with this Contract, to submit itself to the jurisdiction of the Board, and to comply with any decisions issued by the Board. In particular, the data importer agrees to provide the information and documents requested by the Board concerning the subject matter of the examination, to allow on-site examination when necessary, and to comply with the Board's instructions to rectify any identified violations. It shall submit to the Board information and documents certifying the fulfilment of the instructions.

PART III

National Law and Obligations in case of Access by Public Authorities

Clause 12- National Law and Practices Affecting Compliance with the Contract

The data importer agrees, declares and undertakes that there are no national regulations or practices in conflict with this Contract regarding the personal data to be transferred under this Contract. In the event of changes in legislation or practices that may impact the data importer's ability to fulfil its obligations under this Contract during its term, the data importer shall notify the data exporter promptly, and in such a case, the data importer agrees that the data exporter reserves the right to suspend the data transfer or terminate this Contract.

Clause 13- Obligations of the Data Importer in case of Access by Public Authorities

The data importer shall notify the data exporter promptly of any requests from administrative or judicial authorities regarding the personal data transferred under this Contract, or if it becomes aware of any direct access by administrative or judicial authorities to personal data transferred pursuant to this Contract. In such a case, the data importer agrees that the data exporter shall have the right to suspend the data transfer or terminate this Contract, depending on the nature of the request or access.

PART IV

Final Provisions

CLAUSE 14- Non-compliance with the Contract and Termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with this Contract, for whatever reason.

(b) In the event that the data importer is in breach of this Contract or unable to comply with this Contract, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the Contract is terminated. Provisions of Clause 12 and Clause 13 are reserved.

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under this Contract, where:

i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with this Contract is not restored within a reasonable time and, in any event, within one month of suspension,

ii) the data importer is in substantial or persistent breach of this Contract,

iii) the data importer fails to comply with the decisions of a competent court or the Board regarding its obligations under this Contract.

In these cases, the data exporter shall inform the Board.

(d) In the event that the contract is terminated pursuant to paragraph (c), the data importer, at the choice of the data exporter, shall either return the personal data subject to transfer together with its backups to the data exporter or ensure the complete destruction of the personal data. The data importer warrants that, even if there are legislative provisions that may prevent it from fulfilling this obligation, it will continue to ensure compliance with this Contract, take necessary technical and organisational measures to safeguard the confidentiality of the personal data subject to transfer, and continue to processing activity only to the extent and for the duration required by legislation. The data importer shall certify the destruction of the data for the data exporter. Until the data is returned or completely destroyed, the data importer shall continue to ensure compliance with this Contract.

Clause 15- Notification of the Contract to Authority (*Optional provision at the parties' discretion.*)

[Data exporter/data importer] shall notify the Authority of this Contract within five business days following the finalisation of all signatures.

Clause 16- Governing Law

This Contract shall be governed by Turkish law.

Clause 17- Competent Court

(a) Any dispute arising from this Contract shall be resolved by Turkish courts.

(b) General provisions shall apply in terms of competence.

(c) The Parties agree to submit themselves to the jurisdiction of Turkish courts.

Data Exporter: Address: Contact Person's Full Name, Title and Contact Details: Signatory's Full Name and Title: Signature and Date:	Data Importer: Address: Contact Person's Full Name, Title and Contact Details: Signatory's Full Name, Surname and Title: Signature and Date:
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APPENDIX

ANNEX I

DESCRIPTION OF TRANSFER

Activities of the Data Exporter Regarding the Personal Data Transferred Under This Contract

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Activities of the Data Importer Regarding the Personal Data Transferred Under This Contract

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Group or Groups of Data Subjects

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Categories of Personal Data Transferred

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Categories of Sensitive Personal Data Transferred (if applicable)

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Legal Basis for the Transfer

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Frequency of the Transfer

(e.g. whether the data is transferred on a one-off or continuous basis)

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Nature of the Processing Activity

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Purposes of the Data Transfer and Further Processing

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Personal Data Retention Period

(Specify the period for which the personal data will be retained. If that is not possible, provide the criteria used to determine the retention period)

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Recipients or Recipient Groups

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Data Controller Registry Information System (VERBIS) Details of the Data Exporter

(If subject to registration obligation)

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES

(In the event of the transfer of sensitive personal data, the technical and organisational measures implemented for such data must be specified separately.)

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