STANDARD CONTRACT - 3
FOR
THE TRANSFER OF PERSONAL DATA ABROAD
(FROM PROCESSOR TO PROCESSOR)

PART 1
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 processor transferring personal data abroad (hereinafter referred to as 'data exporter') and the data processor 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 7.1(a), (c), (d) and Clause 7.9(a), (c), (d), (e), (f), (g).

    iii) Clause 8(a), (c), (d), (e).

    iv) Clause 11(a), (d), (f).

v) Clause 12.

(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.

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PART II
Obligations of the Parties

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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- Instructions

(a) The data exporter shall inform the data importer that it acts as data processor under the instructions of the data controller/controllers, which the data exporter has notified the data importer prior to the processing activity.

(b) The data importer shall process the personal data only on instructions from the controller, as communicated to the data importer by the data exporter, and any additional instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give such instructions regarding the data processing throughout the entire duration during which the data importer processes personal data on behalf of the data exporter.

(c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions given by the controller, the data exporter shall immediately notify the controller.

(d) The data exporter warrants that the data importer will undertake the same data protection obligations as those undertaken by the data exporter in relation to the personal data processing activities the data exporter carries out on behalf of the controller.

Clause 7.2- 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 7.3- Being Accurate and Kept up to Date Where Necessary

If the data importer becomes aware that the personal data transferred is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to destroy or rectify the personal data.

Clause 7.4- Duration of Processing and Complete Destruction or Return of Personal Data

The data importer may only process personal data for the duration specified in Annex 1. After the end of the processing activities by the data importer on behalf of the data exporter, the data importer shall, at the choice of the data exporter, return all personal data processed on its behalf together with its back-ups, or ensure the complete destruction of 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. Clause 13 is reserved. 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 7.5- Obligation to Inform

On request, the data exporter shall provide a copy of this Contract, including the Annexes completed by the Parties, to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact the Annexes included in the copy provided to the data subject and exclude certain portions of the text. However, the data exporter 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.

Clause 7.6- 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. The data importer shall implement, at a minimum, technical and organisational measures set out in Annex II while fulfilling its obligations under

this paragraph. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall restrict its personnel's access to the personal data subject to the transfer only to the extent and scope strictly necessary for carrying out the processing activities on behalf of the controller, and ensure that such personal data can only be accessed by the relevant personnel. 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.

(c) 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. The data importer shall also notify, without undue delay, the data exporter and, where appropriate, the controller. 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.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under the Law, in particular to notify its controller, on whose behalf it carries out processing activity, so that the controller may in turn notify the Board and the data subjects, taking into account the nature of processing and the information available to the data importer.

Clause 7.7- Sensitive Personal Data

(a) The data importer shall implement specific technical and organisational measures set out in Annex II, 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 implemented.

Clause 7.8- Onward Transfers

(a) Personal data transferred to the data importer may be further transferred by the data importer to a third party located abroad (in the same country as the data importer or in another country) only with the instruction of the data exporter and 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 set out 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,

(b) In any onward transfer, the data importer is obliged to 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 are 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 7.9- Documentation and Compliance

(a) The data importer shall promptly and adequately respond to enquiries from the data exporter or the controller that relate to the processing under this Contract.

(b) The Parties shall be able to demonstrate compliance with this Contract. The data importer is obliged to keep and maintain information, documents, and records related to the processing activities carried out on behalf of the controller.

(c) The data importer shall provide the data exporter with all information and documents necessary to demonstrate compliance with the obligations set out in this Contract. The data exporter shall then forward this information to the controller.

(d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by this Contract, at reasonable intervals or if there are indications of non-compliance with this Contract, or where the data exporter requests an audit on instructions of the controller.

(e) Where the audit is carried out on the instructions of the controller, the data exporter shall communicate the result of the audit to the controller.

(f) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer. Where appropriate, audits shall be carried out with reasonable notice.

(g) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of the audit conducted at the data importer, available to the Board on request.

Clause 8- Sub-Processors

(The option selected by the Parties shall be included in the contract.)

[OPTION 1: SPECIFIC AUTHORISATION] (a) The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under this Contract to a sub-processor without prior specific written authorisation of the controller. The data importer shall submit the request for specific authorisation to the controller at least *[Specify time period]* prior to the assignment of the sub-processor, together with the information necessary to enable the controller to decide on the authorisation. The data importer shall inform the data exporter of the engagement of sub-processor. The list of sub-processors authorised by the controller shall be provided in Annex III. In the event of a change to sub-processors after notification of this Contract to the Authority, Annex III shall be updated accordingly, and the Authority shall be notified thereof.*]*

[OPTION 2: GENERAL AUTHORISATION (a) The data importer may sub-contract its processing activities performed on behalf of the data exporter under this Contract to sub-processor(s) included in a list to which the controller has granted prior consent. The data importer shall inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least *[Specify time period]* in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of new sub-processors. The list of sub-processors

authorised by the controller shall be provided in Annex III. In the event of a change to sub-processors after notification of this Contract to the Authority, Annex III shall be updated accordingly, and the Authority shall be notified thereof.*]*

(b) Where the data importer sub-contracts its specific processing activities (on behalf of the controller), it shall conclude a written contract with the sub-processor. The contract shall provide for, at a minimum, the same data protection safeguards set out in this Contract, including third-party beneficiary rights for data subjects. The Parties agree that, by concluding such a contract, the data importer fulfils its obligations under Clause 7.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to this Contract.

(c) At the request of the data exporter or controller, the data importer shall provide a copy of such a sub-processor contract and any subsequent amendments to it to the data exporter or the controller. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the copy to be shared by removing the relevant parts.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree with the sub-processor to include a third-party beneficiary clause in the contract for the benefit of the data exporter, which grants the data exporter – in the events such as the data importer has ceased to exist in law or has become insolvent – the right to terminate the sub-processor contract and to instruct the sub-processor to completely destroy or return the personal data together with its backups.

Clause 9- Data Subject Rights

(a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.

(b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under the Law. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing activity, by which the assistance shall be provided, as well as the scope of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the controller, as communicated by the data exporter.

Clause 10- Redress

a) In case of a dispute between a data subject and a data importer as regards 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 18.

(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 use of any of the aforementioned methods to seek redress will not prejudice any other rights the data subject may assert in accordance with applicable legislation.

Clause 11- Liability

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

(b) The data importer 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 data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under this Contract.

(c) Without prejudice to paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under this Contract. This is without prejudice to the liability of the data exporter and the controller under the Law.

(d) If the data exporter fully compensates the data subject for the damage caused by the data importer (or its sub-processor) under paragraph (c), it reserves the right of recourse against the other party in proportion to its fault.

(e) 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.

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

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

Clause 12- 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 13- 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. The data exporter provides this notification to the controller. 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 14- 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 such authorities to personal data transferred pursuant to this Contract. The data exporter provides this notification to the controller. 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 15- 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 13 and Clause 14 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 and the controller.

(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 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 16- 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 17- 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.

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

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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Subject Matter, Nature and Duration of the Processing for Transfers to (Sub-) Processors

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Recipients or Recipient Groups

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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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ANNEX III

LIST OF SUB-PROCESSORS

The data controller has authorised the following sub-processors:

1. Name:

   Address:

   Contact Person's Full Name, Title and Contact Details:

   Details of the Processing Activity:

   (a clear delimitation of responsibilities shall be provided in case several sub-processors are authorised)

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