

CONFIDENTIALITY AND NON DISCLOSURE OF PERSONAL DATA

This Confidentiality and Non-Disclosure of Personal Data Commitment declares that Business Partner shall operate and provide its services to Next4biz in compliance with the confidentiality clauses mentioned below.

.....(will be referred to as **"Business Partner"** or **"Service Provider"** in this Commitment.)

Address:

NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ (will be referred to as "Next4biz")

Address: Sahrayı Cedit Mahallesi Halk Sokak No.: 40/4 34734 Kadıköy, İSTANBUL/TÜRKİYE

The Parties will also be referred to as "Party" individually and "Parties" collectively.

ARTICLE 1. SUBJECT MATTER OF CONFIDENTIAL INFORMATION

Any information that the Business Partner acquired as part of its relations with Next4biz, with the exclusion of any information that has previously been legally shared with the public, is classified as "Confidential Information." Confidential Information includes, without limitation, the following:

a) Information related to Next4biz customers and their personal data as described in personal data protection legislation, including but not limited to customer names, identification numbers, addresses, telephone numbers, email addresses, product prices, profits, sales, services, products, product development information, payment information, account information, bank information, any other financial information; information on personnel, work, and services; pricing and remuneration policy and

levels; operating methods; business plans; and any other written or verbal information and/or document.

b) All technical and commercial information; product and service prices; brands; logos; patents; software; source codes; intellectual and industrial property rights; commercial secrets; technical processes; formulas; plans; designs; licenses and permits; illustrations; set-ups; useful models; projections; know-how; methods; procedures; developments; implementations; inventions; designs; interface; pages; computer programs; designs; concepts; techniques; operations; systems; circuits; trialworks; experimental works; developing works; any written, visual or electronic data concerning corporate and software development information or similar.

ARTICLE 2. PROTECTION AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

a) Confidential Information can only be used or processed by the Business Partner for the conduct of negotiations prior to providing a product or service or for the fulfillment of its duties in an agreement.

b) Business Partner acknowledges and agrees to protect the Confidential Information indefinitely, to protect it as if it were their own commercial secrets, and to refrain from disclosing to any third parties except for when in accordance with any previously agreed reasons.

c) Business Partner cannot use, process, copy, multiply, or save the Confidential Information for any other purposes than the fulfillment of its obligations originating from the agreement.

d) Business Partner can only share the necessary pieces of Confidential Information with employees or consultants who are absolutely crucial in the fulfillment of its obligations originating from the agreement and providing its services to Next4biz . Business Partner is responsible for ensuring that the employees and consultants, having acquired Confidential Information, comply with this Commitment.

e) If the Business Partner is aware of an unauthorized leak anyhow, it will immediately notify Next4biz of this leak in writing and will take all precautions to minimize the consequential damage to Next4biz.

f) Business Partner commits to keep all Personal Data secure in compliance with the applicable Law and particularly with Personal Data Protection Legislation and the related regulations. Business Partner will take the necessary technical and administrative precautions under Personal Data Protection Legislation and other applicable regulations to prevent the illegal processing of this data and to limit the storing of the data to the designated purpose and to within the legally required period. Business Partner agrees, acknowledges, and commits that it will bear all liability emanating from the violation of its obligations herein. Business Partner acknowledges that, in the case that it violates its obligations originating from Personal Data Protection Legislation, resulting in a legal and/or penal sanction and/or administrative fine against Next4biz, Next4biz will have the right of recourse and that it will compensate any direct or consequential damages to Next4biz.

ARTICLE 3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Business Partner agrees, acknowledges, and commits that the agreements signed with Next4biz do not signify and cannot be interpreted as the partial or complete transfer, assignment, right to use, or allocation of any intellectual or industrial property rights owned by any Party or any other transfer of rights.

ARTICLE 4. LIABILITY

Business Partner acknowledges and agrees to indemnify and compensate all direct or consequential indirect, tangible or intangible damages to Next4biz (reserving the right to continue and/or terminate commercial relations and the agreements) emanating from the Business Partner's violation of its obligations.

ARTICLE 5. TERM OF THE COMMITMENT

The obligations set forth in this Commitment will be valid throughout the continuation of the business relations and for the following five years as of the termination of the business relations between Business Partner and Next4biz

Business Partner/Date/Stamp – Signature



ANNEX

Solution Partner's List of Authorized Signatures