

SERVICE AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT

This Service Agreement (hereinafter referred to as the "Agreement") is drawn up and executed between the following parties under the terms and conditions set out below:

1.1. NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ

(hereinafter referred to as "NEXT4BİZ")

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

1.2. _____

(hereinafter referred to as the "Customer")

Address: _____

Unless otherwise specifically regulated below, the Parties' authorised e-mail addresses for communication are as follows:

NEXT4BİZ: tamer.gulce@next4biz.com, kamil.tugcu@next4biz.com,
elifnur.guner@next4biz.com

Customer: _____

In this Agreement, NEXT4BİZ and the Customer shall be referred to individually as a "Party" and jointly as the "Parties".

ARTICLE 2. SUBJECT OF THE AGREEMENT

The subject of this Agreement is the determination of the value-added services to be provided by NEXT4BİZ to the Customer as set out below, the conditions thereof, and the regulation of the mutual rights and obligations of the Parties.

ARTICLE 3. DEFINITIONS

Unless otherwise expressly stipulated herein, the following terms shall have the meanings assigned to them below in this Agreement:

“Product”: The related software in connection with which the services within the scope of this Agreement will be provided.

“Services”: The services which are the subject of this Agreement, such as analysis, design, customization/adaptation, integration, training, etc., the details and scope of which are set out in Article 4, to be provided by Next4biz upon the Customer’s request for the purpose of using the Product. The Services to be provided to the Customer are indicated in the Customer Order Form in Annex 1. If, after the execution of this Agreement, additional services are requested or if it is decided that a project will be delivered within the scope of the services and the scope of services is to be determined in line with the joint project outputs, such additional services shall be set out in a separate additional protocol and attached to this Agreement.

ARTICLE 4. SCOPE OF SERVICES

4.1. The Services to be provided by Next4biz to the Customer under this Agreement are described in detail in the Customer Order Form set out in Annex 1. Services, works or features subsequently requested by the Customer in addition to those specified in Annex 1 shall be subject to additional service fees and shall be determined separately by mutual agreement of the Parties.

4.2. In the event that the Services include installation, integration, etc. in relation to software and products, the necessary licenses and APIs shall be provided by the Customer.

ARTICLE 5. PAYMENT OF SERVICE FEES

5.1. The Customer agrees and undertakes to pay to NEXT4BIZ the fees for the Services set out in the Customer Order Form in Annex 1. Service fees are quoted exclusive of VAT and VAT shall be added if applicable according to the relevant law. The conditions relating to payment of the service fees are shown in Annex 1.

5.2. The service fees shall be paid in 2 (two) equal instalments (monthly). The invoice for the first instalment shall be issued following the execution of the Agreement.

5.3. The payment term for the invoice is 14 (fourteen) days from the date the invoice is served on the Customer. The end of this period is agreed between the Parties as the definite due date without any further notice being required. In the event of delay, interest as stipulated in Article 1530 of the Turkish Commercial Code shall be applied for each day of delay.

5.4. The Services shall be provided remotely and/or online.

5.5. In the event that the invoice(s) issued to the Customer are not paid by the due date, NEXT4BİZ may suspend the performance of ongoing services if payment is not made within 7 (seven) days following a written notice to be served on the Customer.

ARTICLE 6. CONFIDENTIALITY

6.1. The Parties shall treat as "Confidential Information" all technical and commercial information that they learn from each other under or in connection with this Agreement and its annexes or during the performance of the services subject to the Agreement, including but not limited to: product and service prices, know-how, methods, procedures, techniques, developments, applications, inventions, designs, interfaces, pages, models, any and all information relating to the Customer itself, its employees and its customers (including, in particular, identity and address details), professional information, all kinds of information relating to customers, personal data within the scope of Law No. 6698 on the Protection of Personal Data, technical methods and information that should not be known by competitors, as well as any computer programs, designs, concepts, techniques, processes, methods, systems, circuits, formulae, experimental studies, experimental developments, works in the development phase, software source codes, and installation and software development information belonging to NEXT4BİZ, and any and all written, visual and electronic data relating to the foregoing.

6.2. Each Party is under an obligation to keep the Confidential Information it receives from the other Party with at least the same degree of care it applies to its own confidential information and not to disclose such information to any third party.

6.3. The following shall not be deemed Confidential Information:

6.3.1. Information known to the receiving Party prior to its receipt from the disclosing Party;

6.3.2. Information that was already disclosed and in the public domain prior to its delivery by one Party to the other;

6.3.3. Information that is obtained by a Party from third parties without any confidentiality obligation and by lawful means and that is the same as the Confidential Information;

6.3.4. Information that must be disclosed due to any legal obligation or pursuant to acts of an administrative authority, a judicial authority or a court order.

6.4. The Parties' confidentiality obligations under this Article are not dependent on the validity of this Agreement and shall continue to apply even after termination of the Agreement for any reason whatsoever.

6.5. During the provision of the Services, Next4biz shall be subject to the data retention and destruction policy, Privacy Policy and Personal Data Protection Commitment set out at the following links:

<https://www.next4biz.com/legal/Legal-Security-Policies-Data-Retention-And-Destruction-Policy.html>

<https://www.next4biz.com/legal/Legal-Security-Policies-privacy-policy.html>

<https://www.next4biz.com/legal/Legal-Security-Policies-Commitment-To-The-Personal-Data-Protection-Law-Regulations.html>

ARTICLE 7. FORCE MAJEURE

7.1. Events that render the performance of a Party's obligations impossible or temporarily prevent such performance, including but not limited to natural disasters, fire, explosions, civil wars, wars, uprisings, civil commotions, declaration of mobilisation, strikes, lockouts and epidemics, interruptions in internet systems, problems arising from internet service providers, technical necessities and breakdowns, acts and transactions of competent authorities, shall be deemed "Force Majeure".

7.2. The Party affected by Force Majeure shall notify the other Party in writing as soon as possible of the situation, its effects and the estimated duration, and shall immediately make the necessary efforts to eliminate the adverse effects of the Force Majeure, to resume performance of its obligations as before and to comply with its undertakings.

ARTICLE 8. TERM OF THE AGREEMENT

8.1. This Agreement shall remain in force for the duration of the performance of the services ordered by the Customer in Annex 1 and shall terminate upon completion of the provision of the Services. The timetable for provision of the Services shall be determined by the Parties in their joint work. Delays arising from the Customer's participation in the project process and in the Customer's work shall be added to this period.

8.2. Should the Customer wish to terminate the Agreement early before completion of the Services, it may terminate the Agreement unilaterally at any time, provided that it pays in advance the price of the works completed up to the date of termination.

ARTICLE 9. DISPUTE RESOLUTION

This Agreement shall be governed by Turkish law. All disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration under the Arbitration Rules of the Istanbul Arbitration Centre. The rules regarding the emergency arbitrator shall not apply. The seat of arbitration shall be Istanbul. The language of arbitration shall be Turkish. Turkish law shall apply to the merits of the dispute.

This Agreement, consisting of 9 articles, 2 pages and 2 annexes, has been accepted by the Parties in 2 (two) original counterparts on the date of signature The stamp duty arising from the Agreement shall be shared equally by the Parties. The full amount of the stamp duty shall be paid by the Customer, and half of it shall be invoiced to NEXT4BİZ.

On behalf of NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ	On behalf of The Customer

ANNEXES:

ANNEX 1. SERVICE ORDER FORM

ANNEX 2. SIGNATURE CIRCULARS OF THE PARTIES