

Human Resources and Personnel Management Program User Agreement

Article 1. Parties

This Human Resources and Personnel Management Program User Agreement (“**Agreement**”) has been executed between,

a) **KolayYazılımAnonimŞirket** having its address at Nef09PlazaABlokKat11 Sultan Selim Mah. Lalegül Sok. Kağıthane 34415 İstanbul (“**Kolay İK**”) and

b) _____ having its address at _____ (“**Company**”).

Article 2. Subject of the Agreement

The subject of this Agreement is to define terms and conditions regarding the provision of Human Resources and Personnel Management System (“**Platform**”) accessible at kolayik.com to the Company, Company’s use of the Platform, and information, documents and data to be uploaded to the Platform by the Company and Company employees to whom Company has granted access (“**Employees**”), and to define parties’ rights and obligations.

Article 3. Parties’ Rights and Obligations

3.1. Kolay İK shall provide the Platform to the Company, in return for payment of mutually agreed fees under the proposal. Company accepts that it cannot benefit from the Platform if it fails to make relevant payments. The proposal document to be signed in the event of Company’s demand shall constitute an integral part of this Agreement.

3.2. Company accepts that its billing and contact information provided during its subscription to the Platform are complete, accurate and up-to-date, and that it shall update such information in case of any change.

3.3. Right to use the password created by the Company in order to use Platform and obligation to ensure the confidentiality and security of this password shall belong to the Company. Company accepts that it shall be solely responsible for the damages faced by the Company, its Employees and/or third parties as a result of the use of the password by an unauthorized person, loss or handover of the password due to Company’s or its Employees’ negligence, and that Kolay İK shall not be liable for damages arising due to such events.

3.4. Kolay İK accepts that all responsibility of backing up information and documents generated on or uploaded to the Platform by the Company shall belong to Kolay İK. Except for information and documents erased by the Company from the Platform or requested from Kolay İK to be erased in written, Kolay İK accepts that Company shall have no liability if the information and documents get erased from the Platform or get damaged, and that it shall indemnify the damage arising from such event upon a finalized court decision.

3.5. All legal, administrative, and criminal liability arising from the use of the Platform by the Company and Employees shall belong to the Company. Kolay İK does not have any information or control over Company's or Employees' activities performed on the Platform or over information and documents generated or shared via Platform, and it has no direct and/or indirect liability for the damages faced by the Company, Employees or third parties occurring as a result of such activities, unless damage occurs due to Kolay İK's fault. Within this scope, all third-party claims and damages arising from Company's and/or Employees' acts shall be recoured to the Company to be paid upon first demand pursuant to finalized court decision.

3.6. Kolay İK is the decision-maker on the development and change of Platform. Kolay İK has the right to change the Platform, release new versions, releases, expanded forms etc. of the Platform, add new features to the Platform or remove existing features.

3.7. In the event that the Agreement expires and the Company requests within 30 (thirty) days following the expiration date at latest, Kolay İK shall deliver copies of information and documents uploaded by the Company to the Platform within 30 (thirty) days following such request to the Company. If Company does not request the delivery of such information, documents and relevant records within the foreseen period, without prejudice to provisions regarding storing obligations arising from the legislation, Kolay İK may delete such information, documents and records, and shall not be liable in anyway due to the deletion of said records.

Article 4. Protection of Personal Data

4.1. Parties accept, declare and undertake that they shall comply with the procedures and principles with respect to personal data set forth under the Turkish Personal Data Protection Law ("**Law**"), relevant regulatory measures, personal data protection provisions set forth under the applicable legislation and decisions of Personal Data Protection Authority.

4.2. Company accepts that, regarding Employees whose personal data shall be uploaded to Platform, Company is the data controller within the scope of the Law and Kolay İK is the data processor.

4.3. Kolay İK accepts, declares and undertakes that it shall not process personal data in any way except for cases required for the performance of the Agreement, and it shall not transfer personal data to third parties within Turkey or abroad for cases that are not within the scope of the performance of the Agreement.

4.4. Company undertakes that it shall notify Kolay İK within an appropriate period regarding the erasure of personal data if data subjects of the data transferred to Kolay İK withdraw their explicit consent regarding processing and transferring and/or demand such personal data to be erased.

4.5. Kolay İK accepts, declares and undertakes that it shall erase, destruct, anonymize, alter the personal data or fulfill similar demands in accordance with the Law within a reasonable period if such demand is directed by the Company.

4.6. Kolay İK accepts, declares and undertakes that it shall take necessary and reasonable technical and administrative measures foreseen by the applicable legislation in order to prevent the unlawful access to or unlawful (not in accordance with the relevant transfer purposes) use of personal data shared by the Company or obtained on behalf of Company by its employees or third parties.

4.7. Kolay İK shall notify the Company within 72 hours at latest in the event of an data breach regarding the systems used within the scope of the performance of the Agreement which affects personal data transferred by the Company.

4.8. In cases where the personal data transferred by the Company to Kolay İK constitute a special category of personal data, Company shall transfer such personal data to Kolay İK in accordance with Article 6 of the Law, applicable legislation and decisions of Personal Data Protection Authority and shall ensure additional security measures and authorizations.

4.9. Kolay İK shall be responsible for ensuring that its employees and, if applicable, subcontractors maintain the security of personal data shared with Kolay İK or obtained on behalf of Company. Kolay İK accepts, declares and undertakes that it shall be liable for damages within the scope of this Agreement arising due to acts of its employees and, if applicable, subcontractors to the extent of its fault and shall indemnify all direct damages faced by the Company as established by a finalized court or administrative authority decision to the extent of its fault.

4.10. Parties accept, declare and undertake to redirect data subject applications directly or indirectly submitted to themselves which regard the other party within three work days at the latest, and within this scope, to act in accordance with the Law.

4.11. Parties' right to recourse damages and legal, administrative and criminal sanctions they face and paid compensations as a result of a breach of this Article 4 or the applicable legislation is reserved. Parties accept, declare and undertake that they shall immediately and fully pay in cash such amount upon a finalized court decision upon other party's such claim.

Article 5. Intellectual Property Rights

5.1. All systems within the Platform including images and designs, texts, logos, graphics; and all financial, moral and commercial rights of the Platform belong to Kolay İK. Kolay İK accepts to grant a non-exclusive and non-transferrable right to use (basic license) of the Platform to the Company which is limited to the term of this Agreement. This limited right to use which is granted to the Company shall not be interpreted in a

way that would restrict Kolay İK to use any of its rights, especially right to grant licenses to other entities.

5.2. Company shall solely use the Platform within the scope defined by this Agreement and shall not lend this right or present it to the benefit or allow its use by of third parties (individual, institution, enterprise, company etc.) in exchange for fee or for free or in any way such as rent, apart from presenting it to Employees within the scope of the license it had obtained. Within this scope, it is strictly prohibited to copy, reproduce and/or use, distribute or process information, content and/or software used by Kolay İK within the scope of the Platform beyond the purposes set forth in this Agreement.

5.3. It is strictly prohibited for Company and Employees to involve in any activity that may threaten the security of the Platform or Kolay İK systems and/or may cause damage to the Platform, Kolay İK or other users, to access source codes of the Platform or Kolay İK systems without authorization, to copy, erase, change such information, or attempt to do such activities.

5.4. Company accepts that it shall not compete with Kolay İK and the Platform and it shall not support third parties acting with such purpose.

Article 6. Limitation of Liabilities

6.1. Company accepts that Platform is presented “As Is” at the date of signature of this Agreement and that Kolay İK does not claim or undertake to fully fulfill Company’s specific needs.

6.2. Within the similar standards of the market, there may be certain defects, flaws and interruptions at the Platform at a level that would not prevent Company’s continuous use.

6.3. Kolay İK does not undertake that Platform shall be compatible with all devices or browsers.

6.4. Kolay İK shall not be liable for any hardware, system software/other software and network related functions belonging to the Company and relevant malfunctions, Company’s network, internet connection, connection errors; damages arising from environmental and infrastructural factors of the Company over which Kolay İK does not have control.

6.5. Company accepts that the quality of its access to the Platform mostly depends on the service quality of the internet service provider it uses and that Kolay İK has no liability over problems arising from such service quality.

6.6. Kolay İK is liable for taking measures within the similar market standards so that the Platform is free from virus and similar malware. In addition to this, in order to provide ultimate security, Company and Employees shall provide virus protection systems on

the devices they use for the Platform and ensure necessary protection. Kolay İK shall not be liable for data losses or data leaks occurred as a result of malware on the devices Company uses while accessing to the Platform.

6.7. Kolay İK shall be solely responsible for direct damages within the scope of this Agreement. Without prejudice to gross negligence cases, Kolay İK's responsibility over any damage faced by the Company within the scope of this Agreement shall be limited to the amount of the package purchased by the Company in any case.

Article 7. Termination of the Agreement

7.1. Agreement shall remain in force until one of the parties requests termination. Each party may unilaterally terminate the Agreement especially relying on grounds that the other party has violated a provision of the Agreement or applicable legislation, or without any reason, by delivering a 30 (thirty) days prior written notice to the other party.

7.2. In the event of a termination of this Agreement by the Company with valid reasons or by Kolay İK without valid reasons, fees of the months paid by the Company in advance but have not been used shall be refunded (in pro rata basis). The amount to be refunded shall be calculated by canceling used campaigns and discounts. Otherwise, the amounts paid in advance shall not be refunded.

Article 8. Miscellaneous Provisions

8.1. Parties shall not be liable for late or incomplete fulfillment of performances defined by this Agreement or non-performance in cases considered as force majeure event. Events occurring without reasonable control of the parties including but not limited to natural disasters, rebellion, war, strike, lockout, malfunctions of telecommunication infrastructure, power cuts and adverse weather conditions shall be considered as force majeure events. During the force majeure event, parties' performances shall be suspended.

8.2 Parties accept and declare that all electronic records of the parties shall constitute sole and actual conclusive evidence as per Turkish Code of Civil Procedures Article 193 and that this shall constitute an evidential contract.

8.3. İstanbul (Çağlayan) Courts and Execution Offices shall have the jurisdiction with respect to disputes regarding this Agreement.

Article 9. Entry into Force

This Agreement has been executed in (2) two copies on _____ and all costs and taxes arising from this Agreement shall be paid by the Company.