

Commitment for the Protection of Personal Data

..... (“The Company”) will serve to Sintek Madencilik Makine Sanayi İnşaat Danışmanlık Ve Dış Ticaret Ltd. Şti. Sti. (“Sintek”) within the scope of information technologies. While the Company performs the operations within the scope of the execution of data services such as the creation of the website, its management, revisions, server management, e-mail management, system management, examination and correction of error reports, and version updates, Sintek will have access to personal data on servers or softwares.

Again, the personal data held by Sintek from physical and digital documents, records, files, archives, e-mail correspondence, applications and other channels made available to the Company will be accessible by the Company.

In order to perform the services to be provided by the Company within the scope of the contractual relationship, the Company has to take the necessary administrative and technical measures as per the terms of the Personal Data Protection Law (“PDPL” or “Law”). In this context, the Company commits to its obligations under the Law on the issues specified in this text.

With this commitment, the Company acknowledges and commits to do the following for Sintek:

- The channels opened for his use are mandatory in order to fulfill his contractual and legal obligations, and he cannot fulfill his contractual and legal obligations without access to these channels;
- The data recorded on Sintek servers and the software used will be stored only on Sintek servers and any personal data will not be copied, moved or transferred from Sintek servers to its own or third parties' servers in any way without the prior written consent of Sintek;
- Not access, obtain, copy or transfer to any third party the personal data recorded by Sintek under any circumstances, unless it is necessary for the performance of contractual services;
- In the event that the data recorded by Sintek with Sintek's prior permission, is transferred / copied to the Company for any reason, it will take measures to protect this data and prevent it from the access of unauthorized personnel or third parties;
- The data recorded by Sintek will not be transferred abroad, transferred to servers located abroad, or backed up under any circumstances;
- It will ensure that the personal data obtained through the Internet Site of Sintek can only be seen by Sintek and that it will take the necessary measures to prevent third parties from accessing this personal data;
- will inform Sintek in writing about the cookies used on the Website, the functions of these cookies, and the data obtained through these cookies, and carry out technical studies to prevent the use of cookies on the Website that are not requested by Sintek in writing;

- will ensure that all personal data shared by users on the Website reach Sintek servers directly, and will take technical measures to prevent this personal data from the access of third parties by any means;
- When requested by Sintek, Sintek or the third parties determined by Sintek may audit the Company within the scope of the Law and may request information and documents regarding the technical and administrative measures taken;
- will act as a data processor for Sintek;
- It informs and trains its personnel within the scope of the Law, and will not assign any personnel who do not participate in the training to provide services within the scope of Sintek;
- It will receive a commitment from its personnel that they will perform their duties in full compliance with the Law and that the personnel who refuse to make a commitment will not be allowed to provide services to Sintek;
- The maintenance services to be performed will comply with the Law and other applicable legislation and the technical and administrative measures to be taken will contain the conditions required by the Law;
- Illegal data acquisition and/or illegal data leaking may result in criminal liability, administrative fines may be imposed as a result of illegal activities, and within this scope, it will not share information with Sintek in any way contrary to the Law or will not request, receive, transfer, copy or otherwise obtain personal data from Sintek, or take all administrative and technical measures to prevent it from the access of third parties;
- The Firm is subject to a compliance program under the PDPL, receives consultancy on this matter, and is aware of all its obligations under the PDPL;
- All necessary administrative and technical measures have been taken by the company within the scope of PDPL;
- In case of any suspected data leakage, it will immediately inform Sintek of the situation,
- As soon as Sintek receives an information request regarding the personal data recorded by Sintek, it will return in writing within maximum 3 days;
- In the event that any document, paper, record containing personal data is required to be sent to the Company by Sintek, it can only be sent to the e-mail address of the Company in cases where such correspondence will be made via e-mail, to the address of the Company in cases where the delivery will be made via courier/cargo channel and it should be sent to the attention of
- In the event that any documents, paper, records containing personal data are requested from Sintek by the Company, this request can only be made through the Company's e-mail address, and any data and documents containing personal data will not be requested to be shared via other e-mail addresses;

- The Company will not request any information and documents containing personal data regarding its personnel from Sintek under any circumstances;

- In case the Company violates this undertaking or the Law or the relevant legislation, it will render Sintek free from all kinds of damages, penalties, lawsuits and demands;

Provision to be Added to the Service Agreement Regarding the Creation, Management, and Maintenance of the Website

The company declares and undertakes that it will be able to access and save the personal data of customers, suppliers, visitors or other 3rd parties from physical and digital documents, records, files, archives, e-mail correspondences, applications and other channels made available to Sintek during the performance of the services under this Agreement, and understands that it will be possible to transfer from one place to another, copy , list, analyze, collectively list, transmit to third parties, and that in case of violation of the legislation on the protection of personal data, such violations may require imprisonment and administrative fines.

In this context, the company declares and undertakes that it will process the personal data provided by Sintek in accordance with the policies, procedures and instructions regarding its protection, prevent the illegal processing of data, prevent unlawful access to unauthorized persons within the company and to third parties outside the company and it will show maximum care to ensure the protection of data.

The company declares and undertakes that that it will not access, use or transfer personal data to third parties in violation of the Personal Data Protection Law, and that it will only access these personal data for the purposes of the business and only to the extent necessary, when transmitting personal data to third parties, it will absolutely investigate whether the persons concerned are authorized to receive the personal data in question, and that it will definitely get help from the Sintek official in case of uncertainty.

The Company declares and undertakes that it understands how important its commitments under this clause are for Sintek, that in case of breach of commitments under this clause, the Contract will be rightfully terminated by Sintek without compensation and that it will be liable for any damages that may be suffered by Sintek.