

Explicit Consent Declaration and Confidentiality Agreement for Processing Customer Personal Data

Within the limits of the Clarification Statement and Protection of Personal Data and **PREDO SAĞLIK** Privacy Policy presented by **PREDO SAĞLIK ÜRÜNLERİ SAN. VE TİC. A.Ş.** (hereinafter referred to as "**PREDO SAĞLIK**") and submitted to your information in accordance with the relevant provisions of the Law No. 6698 on the Protection of Personal Data ("**KVKK**"),

- With the aim of providing various advantages to our customers and informing them about them,
- Regarding the analysis of customer shopping habits and trends within the scope of conducting product marketing processes, providing customized offers and segmentation for customers, and customer segmentation based on the products purchased,
- For the purpose of conducting other customer relationship management (CRM) analyzes and managing their execution, for the purpose of conducting advertising/communication/promotion processes and ensuring the sending of electronic commercial messages (telephone, SMS, MMS, e-mail (printed) or other forms) within this scope,

I hereby accept the processing of my personal data related to **Name, Surname, T.R. Identity Number, Date of Birth, Gender Information, Email Address, Address Information, Contact Information, Financial Data, Signature, Visual and Audio Data Camera recording images taken for Workplace Security, including my sensitive personal data**, to be used and shared limited to the purpose of processing within the scope of the relevant process, and to be stored for the required period of time and I declare that the necessary clarification has been made to me in this regard and that I have read and understood the text named **PREDO SAĞLIK** Personal Data Protection and Privacy Policy and Clarification Statement.

* In this statement, we hereby inform you that if you do not accept the consent declaration for the processing of your personal data, including your relevant special categories of personal data, we will not be able to provide you with the necessary and sufficient service in terms of our processes that require your explicit consent, and that the commercial and operational activities of our Company will be adversely affected, except for the cases permitted to be processed in accordance with the KVKK legislation.

1. CONFIDENTIAL INFORMATION

1.1. Confidential Information is defined as all information, including all data, samples, technical and economic information, commercialization, research strategy, invention, trade secrets, which are not disclosed to the public and which will be disclosed to the Parties in accordance with a contact or agreement between them.

1.2. Confidential Information includes, without limitation, the following:

- All written and oral information, ideas, estimates disclosed to the other party in connection with the purpose;
- All information exchanged orally in conversations, discussions, negotiations or meetings and correspondence between the parties;
- All analyses, compilations, studies, proposals and other documents prepared by both parties;

- All commercial agreements or contracts entered into between the parties, including contracts involving the exchange of confidential information

1.3. However, each Party may disclose or use Confidential Information, in whole or in part, in the following circumstances:

- In the event that the confidential information becomes public knowledge due to a breach of this agreement or for a reason other than negligence;

- In case the disclosing party consents in writing to the free transmission or use of confidential information by third parties;

- In case the party receiving the confidential information proves that it possessed the information in question before it was disclosed by the other party;

- In the event that one of the parties is obliged to disclose pursuant to a decision of a competent court or official or administrative authority, applicable law or regulation; this requires that all necessary legal and reasonable measures have been taken to prevent such disclosure and that the Party in whose favor the information has been registered has been given notice of the disclosure in sufficient time to enable the party obliged to disclose the information to seek appropriate protective injunctive relief prior to the disclosure.

1.4. In addition, "Confidential Information" that can be exchanged between the parties will be used to identify the party who owns them, and all data containing information to protect the person who will fall within the scope of the Personal Data Protection Law No. 6698 without any limit will also be considered confidential information and the provisions of the relevant law will be fulfilled to keep this information confidential. Pursuant to the Law on the Protection of Personal Data No. 6698 ("KVKK"), your personal data that we have requested and shared with us in accordance with the Law on the Protection of Personal Data No. 6698 ("KVKK"), in the capacity of Data Supervisor, limited and measured in connection with the purpose and duration of processing, will be recorded, stored, preserved, maintained, reorganized, shared with institutions authorized by law to request such personal data, and may be processed in other ways listed in the KVKK. In accordance with the KVKK, in accordance with the purpose of processing and transferring, collection method, legal reason, collection activity in this text, it may be processed in connection with our service purposes, legal obligations, transferred to third parties in the country, stored, used for profiling and classified. Again, with this agreement, it is aimed to inform you about your rights within the scope of KVKK.

2. OBLIGATIONS REGARDING CONFIDENTIALITY

2.1. By signing this Agreement, each Party undertakes to keep all information of a Confidential nature strictly private and confidential, to regard it as a confidentiality obligation, and to take all necessary measures and exercise due diligence to ensure and maintain confidentiality, to prevent the Confidential Information or any part thereof from entering the public domain or disclosure to a third party other than employees of the party receiving the information, which requires the written consent of the disclosing party. This Agreement has been prepared in order to determine the procedure for the exchange of confidential information that the Parties will disclose to each other during their negotiations and to determine the rights and obligations under the KVKK for the protection of Confidential Information disclosed by one party to the other party. The data controller must comply with the principles in the processing of personal data. These are:

Compliance with the law and good faith, being accurate and up-to-date when necessary, being processed for specific, explicit and legitimate purposes, being connected, limited and proportionate to the purpose for

which they are processed, and being kept for the period stipulated in the relevant legislation or required for the purpose for which they are processed.

2.2. However, each Party hereby expressly undertakes to accomplish the following:

a) Each Party undertakes not to use the Confidential Information, for whatever reason, directly or indirectly, for its own or any third party's benefit or to permit it to be used for any purpose other than that authorized by the disclosing Party.

b) Each Party agrees and undertakes not to disclose, report, publish or disclose any Confidential Information to any third party, firm, agency or institution, or to take all necessary legal or other measures to avoid such disclosure in any manner whatsoever, except as provided in paragraph (c) of this Article. (Explicit consent obtained from individuals within the scope of KVKK is reserved.)

c) Each Party undertakes to disclose Confidential Information on a strict "need to know" basis only upon the express written consent of the disclosing Party to employees, agents or representatives, provided that they are bound by obligations no less stringent than those contained in this Agreement.

d) Pursuant to Article 12 of the KVKK, each Party shall store your personal data in a limited and proportionate manner in accordance with the purpose of storage. In the cases and conditions stipulated by the KVKK Law, it will be transferred to third parties in the country, may be transferred, classified and processed in other ways listed in the KVKK.

3. COPYING CONFIDENTIAL INFORMATION

Each Party expressly undertakes that Confidential Information will not be copied in whole or in part without the prior written consent of the relevant party.

4. RETURN OF CONFIDENTIAL INFORMATION

4.1. Each Party agrees to be bound by the following obligations under this Agreement without prejudice to any other obligations where the Agreement is terminated:

- All documents containing Confidential Information shall be returned to the party in actual possession of such information or to such other persons as may be designated by that party.
- Copies of such documents and any reports, compilations, analyses, interpretations prepared by or on behalf of the disclosing party or its agents or persons to whom Confidential Information has been disclosed under paragraph 2.2 shall be destroyed.
- Any copies of the Confidential Information stored on the computer on which the Confidential Information was stored and held by the party receiving the Confidential Information or its representatives or the persons referred to in paragraph 2.2 above shall be deleted.
- In the event that the relationship on which this contract is based is terminated or terminated for any reason, the data belonging to the persons shall be deleted, destroyed or anonymized by the data controller in accordance with Article 7 of the Personal Data Protection Law No. 6698 ("KVKK").

5. INDEMNIFICATION

5.1. Each Party acknowledges that in the event of a breach of any of the obligations imposed on it by this Agreement, the other Party may suffer substantial damage notwithstanding the return of the Confidential Information solely as a result of the breach of the foregoing obligations. Each Party therefore undertakes to indemnify the other Party for such damage to the extent of its fault.

5.2 Each party agrees that it has the right to prevent any threat to Confidentiality or to stop any ongoing breach of Confidentiality by the party receiving the information by legal action and agrees that if judgment is obtained against the breaching party, that party will indemnify the other party for its costs and expenses, including attorneys' fees.

5.3 Pursuant to the KVKK, the data controller who holds the personal data is obliged to take due care in the protection of this data. Otherwise, it is obliged to compensate the damages of the damaged party.

6. CONFIDENTIALITY OF AGREEMENTS, TRANSACTIONS AND NEGOTIATIONS

6.1. Transactions and the provisions of this Agreement and the contents of the negotiations to take place will be kept strictly confidential.

6.2. The Parties concerned shall mutually decide on public announcements.

6.3 The parties shall protect and store personal data in accordance with the legislation by preventing unlawful processing and access to personal data in accordance with Article 12 of the KVKK. However, the data controller may process personal data in the ways specified within the framework of the disclosure obligation and explicit consent.

7. DURATION

7.1. This Agreement shall enter into force on the signature date stated above. The Parties acknowledge and agree to keep each other's "Confidential Information" confidential indefinitely, even if the business which is the subject of this Agreement has terminated.

If this Agreement is terminated or expires as provided herein, all information and copies of documents belonging to the disclosing Party and held by the other Party shall be returned or destroyed upon request of the disclosing Party.

Pursuant to Article 7 of the KVKK, the data controller shall delete, destroy or anonymize the personal data when the reason for processing the personal data no longer exists.

8. COMPETENT COURT

8.1. Gaziantep Courts and enforcement offices are authorized for all disputes, claims and conflicts arising from this Agreement.

9. NOTICES

9.1. All notices under this Agreement shall be given in writing in accordance with one of the following procedures:

a) Notices will be sent by courier or registered letter with return receipt requested to the following notification addresses of the parties;

b) Notices will be sent by fax, electronic mail and confirmed by courier or registered letter with return receipt. In this case, notices shall be deemed to have been finally received on a date no later than the date on the postal receipt signed by the person at the address.

10. MISCELLANEOUS PROVISIONS

10.1. Each Party hereby represents and warrants that the information disclosed to each other by this Agreement is complete and accurate. The Party in breach of its obligation under this paragraph shall indemnify the other Party for any loss or damage caused.

10.2. The provisions of this Agreement may not be referred to or supplemented without a written agreement.

10.3. The commitments contained in this Agreement shall also be binding for the companies and groups under the direct or indirect control of the Parties or under their control and their agents and successors.

This Agreement consists of 10 articles and 2 copies and has been signed to enter into force on the date specified above.