**AGREEMENT FOR PROCESSING OF PERSONAL DATA**

**ARTICLE 1: PARTIES**

**1.1. [CARE TURKEY]**

**1.1.1.** Title: **[\*]**

**1.1.2.** Address: [\*]

**1.2. [PARTY II]**

**1.2.1.** Title : [•]

**1.2.2.** Address : [•]

**1.3.** CARE TURKEY and [PARTY II] shall hereinafter be referred to as a "**Party**" individually and "**Parties**" collectively.

**ARTICLE 2: SUBJECT OF THE AGREEMENT**

**2.1.** This hereby Agreement for Processing of Personal Data (**the “Agreement”)** between CARE TURKEY and [PARTY II] was drawn up for processing in accordance with the Law No.6698 on the Protection of Personal Data (“**LPPD/Law**”) of the personal data transferred from CARE TURKEY to [PARTY II] and/or from [PARTY II] to CARE TURKEY in the context of the activities falling in the scope of the contract between the Parties dated **[\*]**.

**ARTICLE 3: DEFINITIONS**

**3.1.** In accordance with the purposes of this Agreement, the following are to be understood and interpreted as:

**3.1.1. The Law/LPPD:** Turkish Law No.6698 on the Protection of Personal Data,

**3.1.2. Personal data:** Any information relating to an identified or identifiable natural person,

**3.1.3. Board:** Turkish Board of Protection of Personal Data,

**3.1.4. Authority:** Turkish Personal Data Protection Authority,

**3.1.5. Sensitive personal data:** Biometric and genetic data and data with respect to race, ethnic origin, political opinion, philosophical belief, religion, denomination or other beliefs, clothing and apparel, association, foundation or trade union membership, health, sexual life, criminal conviction and security measures of persons (the expression of "personal data" used in continuation of this hereby Agreement also covers sensitive personal data as appropriate),

**3.1.6. Processing of personal data:** Any transaction carried out on the data, such as obtaining, recording, storing, preserving, altering, reorganizing, disclosing, transferring, taking over, making available, classifying the personal data or preventing its usage, by fully or partly automatic means, or by non-automatic means provided that they are part of a data recording system,

**3.1.7. Data processor:** The person who processes personal data on behalf of the data controller under the authority granted by it,

**3.1.8. Data controller:** The person who determines the purposes and means of processing personal data who is responsible for establishment and management of the data recording system.

**ARTICLE 4: TRANSFER OF PERSONAL DATA**

**4.1.** Personal Data may be transferred by the Parties to each other, verbally or in writing, by electronic or any other means.

**ARTICLE 5: PROCESSING OF PERSONAL DATA LIMITED TO PURPOSE**

**5.1.** The data transferred by CARE TURKEY to [PARTY II] may be processed by [PARTY II] in its capacity of data processor, limited to the purpose of the performance of the Contract dated **[•]**, which was exclusively agreed between the parties. Processing by [PARTY II] in any way of the data transferred by CARE TURKEY out of the aforementioned scope shall be subject to prior written consent of CARE TURKEY.

**5.2.** The above-mentioned rule is valid also for the data transferred by [PARTY II] to CARE TURKEY, CARE TURKEY may transfer to other service providers and/or to third persons who are in cooperation with it and/or to the group companies, only limited to the purpose of processing and in compliance with the provisions of the Law. With regard to the data transferred by [PARTY II] to CARE TURKEY, [PARTY II] accepts, declares and undertakes that, it has the capacity of data controller pursuant to the Law, it has taken all relevant technical and administrative measures in relation to protection of personal data, it is obliged to act in compliance with the relevant regulations, first and foremost the Law and decisions of the Board. [PARTY II] declares and undertakes that, before transferring the aforementioned personal data to CARE TURKEY in this context, it has fulfilled its clarification obligation properly pursuant to the Law to inform data subjects, made the notifications and/or obtained from the data subjects the necessary permit, consent and approvals.

**5.3.** [PARTY II] shall store the personal data by itself; transfer of personal data to third persons domestically and/or abroad for the use of third-party services is prohibited, unless the contrary is agreed in advance in writing by the parties.

**5.4.** Upon expiry of this hereby Agreement, [PARTY II] shall deliver to CARE TURKEY against signature all the electronic and/or physical file and/or media where the personal data it has obtained from CARE TURKEY are recorded, and thereafter, delete and destroy in compliance the records kept by it in accordance with the Law. However, this provision shall not prejudice to processing by [PARTY II] of the personal data under its other legal obligations and to the extent necessary.

**ARTICLE 6: OBLIGATIONS IN RESPECT OF DATA SECURITY**

**6.1.** [PARTY II] is obliged to take all the technical and administrative measures in a way to prevent unauthorized access to personal data both by its own personnel and by third persons and use of personal data out of the purpose of being transferred to itself. [PARTY II] accepts and declares that any measures to be taken in this regard shall in any event be in compliance with the legislation in force (if any) or at least equivalent to the measures taken by a prudent merchant operating in similar fields for security of the personal data that it stores. In case of transfers of “sensitive personal data” by CARE TURKEY under the Agreement, such data shall be protected by [PARTY II] subject to additional security measures and authorizations suitable for their nature and as specified in the legislation.

**6.2.** Also, in cases where [PARTY II] transfers the personal data to a third party as permitted by this hereby Agreement, [PARTY II] shall be responsible to ensure the security of data transfer. In case any unauthorized access occurs to the personal data or the personal data become accessible by third parties in any way in breach of this hereby Agreement, [PARTY II] shall immediately (within the same day) notify CARE TURKEY of this circumstance, and provide without delay any information, document and support requested by CARE TURKEY in order to minimize the damage arising from this circumstance.

**6.3.** [PARTY II] is obliged to inform their employees and the employees of their subcontractors in written if any, of the particularities stipulated under this hereby Agreement for processing of personal data. In case the aforementioned employees act in breach of the provisions of this hereby Agreement and/or the regulations in the legislation, [PARTY II] shall be severally and jointly liable for losses that shall arise.

**ARTICLE 7: APPLICATIONS BY DATA SUBJECTS**

**7.1.** With regard to the data transferred by [PARTY II] to CARE TURKEY, [PARTY II] shall immediately (on the same day) inform CARE TURKEY of any application and/or request to be communicated to [PARTY II] by the data subjects, which will affect CARE TURKEY from processing personal data and/or require a transaction to be made on the personal data.

**7.2.** [PARTY II] is also obliged to immediately (on the same day) fulfil the requests of data subjects communicated to it by CARE TURKEY. Requests, which cannot be fulfilled on the same day for any reason, shall be fulfilled on the following business day, specifying also the reason for the delay in writing.

**7.3.** In case the data subject directly submits its request to [PARTY II] by any means, a written notification shall be made to CARE TURKEY immediately (in any case, the next business day) in writing and take action in accordance with the request and instructions of [PARTY II].

**ARTICLE 8: AUDIT & INSPECTION**

**8.1.** With regard to processing of personal data under this hereby Agreement, [PARTY II] accepts and declares in advance that, it is also subject to audit by CARE TURKEY In addition to being subject to any inspections by the Board, CARE TURKEY may also exercise the said right of audit either in person or through a third party, or may request [PARTY II] to carry out such audit. In case it is identified in consequence of the aforementioned audits that [PARTY II] has acted in breach of its obligations in the Law and the subordinate legislation to which it is subject to in respect of protection of personal data, costs of the relevant audit shall be borne by [PARTY II], and if there are payments to be made by CARE TURKEY to [PARTY II], its right to set off on them is reserved.

**8.2.** In case [PARTY II] doesn’t allow the audit or it doesn’t perform the audit requested from it, CARE TURKEY has the right to terminate this hereby Agreement and the other Agreements in force between the parties, to take effect immediately.

**ARTICLE 9: LEGAL LIABILITY**

**9.1.** [PARTY II] is obliged to act in accordance with all the regulations, procedure and principles in force concerning the protection of personal data, first and foremost the Law and decisions of the Board.

**9.2.** In case any change in the processes of [PARTY II] is necessary due to any change or update that may occur under the aforementioned regulations, [PARTY II] is obliged to complete this change before the entry into force of the relevant new/up-to-date regulation at the latest. In the case that the said regulation requires an amendment under the Agreement herein, the Parties shall make the appropriate amendment to the Agreement. The provision of the Agreement requiring amendment shall be applied in accordance with the legislation existing as of the date of effectiveness, even if the Parties have not taken an action on this issue.

**9.3.** With regard to collection, processing and transfer to CARE TURKEY of personal data whose transfer has been realized to CARE TURKEY under the Agreement and processing thereof in the scope specified in this hereby Agreement, informing the data subjects for the purpose of fulfilling its clarification obligation under all the legislation in force for protection of personal data including the decisions of the Board, and if the circumstances require, for obtaining consents of the data subjects in accordance with the aforementioned legislation are under the responsibility of [PARTY II].

**9.4.** [PARTY II] declares and undertakes that, its processing of personal data shall not constitute a breach of any legislation in force including the legislation for protection of personal data, that they are only processed and shared with third persons within the scope specified in the Agreement by CARE TURKEY. In case requested by CARE TURKEY, it is obliged to share with CARE TURKEY without delay the clarifications made to the data subjects and their consents obtained and the records thereof.

**ARTICLE 10: INDEMNITY**

**10.1.** In case CARE TURKEY suffers any damage, becomes subject to any legal, administrative or penal sanction or becomes obliged to indemnify any damage for the reasons arising from [PARTY II], including the breach by [PARTY II] of the provisions of this hereby Agreement, the said amounts shall be recoursed to [PARTY II] and be paid by [PARTY II] to CARE TURKEY upon the first written request together with the ancillaries thereof.

**10.2.** CARE TURKEY’s right to set off the amounts specified in this hereby article from the payments it shall make to [PARTY II] is reserved.

**ARTICLE 11: GOVERNING LAW AND COMPETENT COURT**

**11.1.** Turkish Law shall apply to interpretation of this Agreement, and Istanbul Central (Çağlayan) Courts and Execution Offices are competent in the disputes arising from the Agreement.

**ARTICLE 12: ASSIGNMENT OF THE AGREEMENT**

**12.1.** [PARTY II] may neither assign nor transfer to third persons the Agreement and its rights and obligations arising from the Agreement nor use subcontractors during the services it provides under the Agreement without written consent of CARE TURKEY.

**12.2.** In case [PARTY II] uses subcontractors on prior written consent of CARE TURKEY, it is obligatory to reflect the same relevant provisions of the Agreement in relation to personal data to the relevant subcontractor agreement. [PARTY II] accepts that, even in cases where subcontractor is used, its liability under the Agreement shall continue in exactly the same way, and it shall also be severally responsible for the breaches of subcontractors.

**ARTICLE 13: DATE OF SIGNATURE, LANGUAGE AND ENTRY INTO FORCE**

**13.1.** This Agreement was concluded in 2 (two) copies, each of which to be retained by each Party and is to become effective as of its date of signature, which is [•]/[•]/[•].

**13.2.** Each party shall be collegially responsible of any stamp taxes and other taxes borne out of the signature of this Agreement, and the stamp tax shall be jointly paid in full by the parties.

|  |  |
| --- | --- |
| **On behalf of CARE TURKEY:**  **Name: [\*]**  **Signature:**  **(Stamp)** | **On behalf of [PARTY II]:**  **Name: [\*]**  **Signature:**  **(Stamp)** |