



YERELDEN KALKINMA DERNEĞİ
Confidentiality Agreement

PARTIES TO THE CONTRACT

NAME OF EMPLOYER ASSOCIATION: Yerelden Kalkınma Derneği

Adres: Haliliye, Atatürk Blv, 63040 Haliliye/Şanlıurfa

STAFF NAME SURNAME:

PERSONNEL T.C. _____ :

PERSONNEL PHONE NO:

STAFF ADDRESS _____ :

This "**Confidentiality Agreement**" (hereinafter referred to as the "Agreement") has been signed between the parties mentioned above on .../...../20....

OBJECTIVE: The parties acknowledge that, due to the purpose of their business relationship, they will exchange information in written or verbal form. Additionally, during any discussions or exchanges deemed necessary, both parties may share certain confidential information. The necessity to protect such information is evident. Furthermore, any shared personal data will be processed, stored, and handled as a data controller under Law No. 6698 on the Protection of Personal Data ("KVKK"), limited and proportional to the purpose and duration of the processing.

The shared personal data may be recorded, stored, preserved, rearranged, and shared with legally authorized institutions within the framework of the purpose necessitating their processing. Under the conditions prescribed by KVKK, the data may also be transferred, assigned, categorized, or processed in other manners outlined in the law. In compliance with KVKK, personal data mentioned in this document may be processed and transferred to third parties domestically or internationally, stored, used for profiling, and categorized according to the purposes of processing, collection method, legal basis, and activity.

The parties commit that personal data will be processed only to the extent necessary for the nature of the business, and in connection with and limited to this purpose. This Agreement also serves to inform you about your rights under KVKK.

This Confidentiality Agreement is drafted to establish the procedure for the exchange of confidential information during the discussions and work between the parties and to ensure the protection of confidential information disclosed by one party to the other. It also defines the rights and obligations under KVKK.

This Confidentiality Agreement is an annex to and an integral part of the employment agreement signed between the parties.

DEFINITION AND SCOPE OF CONFIDENTIAL INFORMATION: This **Confidentiality Agreement** is an annex to and an integral part of the employment agreement signed between the **ASSOCIATION** and the **EMPLOYEE**. During the performance or execution of the work defined for the employee in the employment agreement, any ideas,





projects, inventions, works, methods, advancements, patents, copyrights, log records, statistics, personal data, or other innovations disclosed by the ASSOCIATION—whether subject to legal protection or not—will be considered confidential information. This includes all written or verbal personal data, financial, technical information, and communications learned during such activities.

Such confidential information is deemed a trade secret, and, as a result, the **EMPLOYEE** assumes a duty of loyalty. The duty of loyalty entails protecting and safeguarding the interests of the employer in good faith, based on the degree of trust expected from the position held by the employee within the organization. The **EMPLOYEE** is obligated to protect, preserve, and refrain from disclosing any of the aforementioned confidential information.

Additionally, "Confidential Information" exchanged between the parties includes, without limitation, information covered under Law No. 6698 on the Protection of Personal Data (KVKK), directly or by interpretation, that pertains to and protects the identity of the individual.

The ASSOCIATION commits to protecting all personal information related to the **EMPLOYEE** within the framework of KVKK, implementing the stages of notification and obtaining explicit consent as stipulated by the law.

CONDITIONS OF USE OF CONFIDENTIAL INFORMATION: The party receiving the confidential information commits to processing, storing, and protecting such information in compliance with Article 4 of Law No. 6698 on the Protection of Personal Data ("KVKK") during the term of this Agreement, ensuring that it is handled lawfully and for specific, clear, and legitimate purposes. Furthermore, in the event of termination or expiration of this Agreement under the terms of Article 8, the party holding the personal data agrees to delete, destroy, or anonymize such data in accordance with Article 7 of KVKK from the date of termination or expiration.

The ASSOCIATION may disclose confidential information only in mandatory circumstances and to employees, subordinates, or other personnel who need to know the information for work purposes. The ASSOCIATION accepts and undertakes in advance that it will ensure these individuals comply with the confidentiality obligations of this Agreement and that the ASSOCIATION will be liable for any breaches in proportion to its fault.

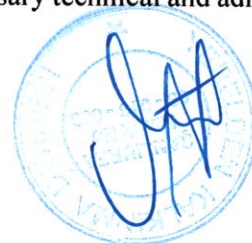
Additionally, all personal data shared with the ASSOCIATION will be stored in its database in compliance with Article 12 of KVKK, adhering to the principles of confidentiality.

In accordance with Article 12 of Law No. 6698 on the Protection of Personal Data (KVKK), the **Data Controller** is required to:

Prevent the unlawful processing of personal data,

Prevent unlawful access to personal data,

Ensure the preservation of personal data by taking all necessary technical and administrative measures to maintain an appropriate level of security.





Additionally:

If personal data is processed by another natural or legal person on behalf of the data controller, the data controller and the processor share joint responsibility for ensuring the measures outlined in the first paragraph are implemented.

The data controller is obligated to conduct or commission audits within their institution or organization to ensure compliance with the provisions of this law.

Data controllers and processors are prohibited from disclosing personal data they have obtained to others or using it for purposes other than those specified in the law. This obligation remains in effect even after the termination of their roles or duties.

Information that has become public knowledge, is required to be disclosed under current laws or regulations, or is mandated by a court order is not considered a breach of confidentiality.

These provisions establish a clear framework for the responsible handling and protection of personal data, ensuring compliance with KVKK's principles and obligations.

INFORMATION NOT INCLUDED IN THE DEFINITION OF CONFIDENTIAL INFORMATION

The parties agree that if disclosure is requested from either of them by law, regulation, or a court order, they shall promptly notify the other party. Furthermore, they will inform such authorities that the authority and responsibility to disclose the requested information lies with the owner of the information, as stipulated in this Agreement.

THE OWNERSHIP OF CONFIDENTIAL INFORMATION: Each party acknowledges that its confidential information and the rights associated with it remain its property and that the disclosure of such information does not confer any rights or ownership to the receiving party. Nothing in this Agreement shall be construed as granting either party any special usage rights or licenses under intellectual and industrial property laws or other relevant legislation concerning the other party's software, information, work, or product classified as confidential information. Such usage rights may only be obtained through separate agreements independent of this Agreement.

In the event that confidential information is disclosed or used, the disclosing party shall make every effort to prevent further disclosure or usage.

The receiving party shall immediately notify the disclosing party of the circumstances and implement all corrective measures requested by the disclosing party.

The failure or delay by either party to exercise any rights or powers arising from a breach of this Agreement shall not constitute a waiver of those rights, nor shall it prevent the exercise of those rights or other rights and powers in the event of subsequent breaches.





BREACH OF CONTRACT: The parties agree that in the event of a breach of any obligations under this Agreement, particularly those related to the protection of confidential information, the duty of confidentiality, or the duty of loyalty, the breaching party shall be liable to compensate for all damages, including those awarded by a court.

Additionally:

- If the disclosure or use of confidential information is discovered, the party responsible as the data controller will make every effort to prevent further disclosure or use.
- The parties commit to acting in compliance with Article 12 of Law No. 6698 on the Protection of Personal Data (KVKK) and to taking measures to protect the personal data of the concerned individual. Personal data obtained shall be processed solely for purposes connected to the requirements of this Agreement, in a manner that is relevant, limited, and proportionate.

The breaching party is responsible for any damages arising from violations of their obligations, including but not limited to confidentiality requirements under this Agreement.

In accordance with Article 396 of the Turkish Code of Obligations (TCO) No. 6098, the employee is obliged to maintain confidentiality to the extent necessary to protect the employer's legitimate interests, even after the termination of the employment relationship. Alongside the duty of confidentiality, the employee's duty of loyalty, as well as the employer's rights, are safeguarded by the provisions of this Agreement.

Furthermore, in the event of any violation of this Agreement, the breaching party accepts and undertakes to compensate the affected party for all material and/or moral damages incurred as a result.

DURATION OF THE CONTRACT: The parties acknowledge and declare that they are obligated to keep each other's "Confidential Information" confidential indefinitely, even if the subject matter of this Agreement has been completed or terminated.

In the event this Agreement is terminated or expires as outlined herein, all information and document copies belonging to the disclosing party and held by the receiving party shall be returned to the disclosing party or destroyed upon their request.

Additionally, from the date of termination or expiration, the party holding personal data is obligated, under Article 7 of the Law No. 6698 on the Protection of Personal Data (KVKK), to delete, destroy, or anonymize such personal data.

EXPENSES: The parties agree not to request reimbursement from the other party for any expenses they may need to incur in relation to the work performed under this Agreement.





THE WHOLE CONTRACT AND THE AMENDMENT: The provisions outlined above constitute the entirety of the agreement between the parties, superseding any prior verbal or written agreements, commitments, or understandings related to the subject matter of this Agreement. Any amendments to this Agreement may only be made with the written consent of both parties.

SEPARABILITY OF SUBSTANCES: If any provision or provisions of this Agreement are declared invalid, illegal, or unenforceable under any law or regulation, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

PROHIBITION OF TRANSFER: Neither this Agreement nor any of the rights or obligations arising from it may be assigned or transferred to any third party without the prior written consent of the other party.

NOTIFICATION ADDRESSES: All notices, demands, requests, and other communications required or permitted to be given under this Agreement shall be prepared in writing in Turkish and delivered to the other party via registered mail with return receipt or through a notary. Notices shall be sent to the addresses specified on the first page of this Agreement.

Any changes to these addresses must be communicated to the other party in writing. The specified addresses are deemed the parties' legal domiciles, and notifications sent to these addresses shall be considered as duly delivered to the recipient.

This Agreement, confirming the above matters, has been signed and entered into force by the authorized representatives of the parties in **12 (twelve) articles and a single copy.**

EMPLOYER'S REPRESENTATIVE

Signature:

PERSONNEL NAME:

Signature:



