

Doküman Adı:
DIRECT PERSONALIZED STAMP AGREEMENT



Doküman No: DKD.FR28	Yürürlük Tarihi: 6/28/2018	Revizyon Tarihi: 7/9/2019	Revizyon No: 1	Sayfa Sayısı: 1/3
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Parties

Article 1-The parties of this agreement are T.C. Posta ve Telgraf Teşkilatı Anonim Şirketi (PTT A.Ş.) and the real person who applies to PTT A.Ş. in order to print direct personalized stamp.

Subject of Agreement

Article 2- The subject of this agreement is to determine and apply the principles and reciprocal commitments regarding the printing by PTT A.Ş. and delivery of the personalized stamps requested by the real person.

Circulation

Article 3- It is accepted that the personalized stamp circulation can be increased by at least 25 units and in multiples of 25.

Agreement Price

Article 4- This agreement is made over the price of -TL (.....) including VAT.

Right of Using Stamp Object and Reproduction

Article 5- It is not possible to use Direct Personalized Stamps outside of the posts accepted by PTT A.Ş. It cannot be not used for personalized philately purposes. PTT A.Ş may publish or exhibit the personalized stamps it publishes by taking their samples.

Right of recourse of PTT

Article 6- PTT A.Ş has the right to recourse the penalties and indemnities arising in the future from the rights of third parties to the customer. Customer agrees to indemnify PTT A.Ş. for damages caused by this reason.

Copyright

Article 7- The copyrights of the personalized stamps produced belong to PTT A.Ş. Personalized stamps cannot be reproduced, copied, in any way and are not allowed to be given to third parties to be reproduced. According to the general provisions, proceedings are filed against those who use fake personalized stamps determined to be in circulation except those printed at PTT A.Ş.

Delivery

Article 8-

Direct Personalized Stamp is delivered immediately after the order being accepted, except for force majeure. The stamps not received or not delivered on the defined day will be sent later to the address specified by the customer during the application as a service delivery.

Obstacles of Delivery:

Article 9- At any stage before the delivery of the personalized stamp by PTT A.Ş prior to the delivery to the customer, if the stamp object is found to contain contraventions, delivery is ceased without the consent of the customer. If the stamp object constitutes a crime, the relevant offices will be informed.

Change

Article 10- Direct personalized stamps can not be exchanged with postage stamps, cannot be returned against its charge, cannot be connected as an advance to the payment machines.

Privacy

Article 11- Confidential Information: The information that “parties disclosed or will disclose to the other party, before or after the signing of this Contract, directly or indirectly, in written or orally, in electronic format or in other forms, about the Party's assets, facilities, products, services, projects, activities, projections and predictions, plans, patents, licenses and copyrights, all such intellectual and industrial property rights and financial rights, and trademarks, trade secrets, all kinds of improvement ideas, inventions, methods, business and all other renovations, including but not limited to database, computer programs and their documentation, encryption techniques, processes, advertising, packaging and marketing plans, product plans, technical plans, business strategies, strategic alliances and partners, financial information, engineering data, data related to the products and services, all kinds of methods and processes, estimates, personnel information, customer lists, identity of potential and real customers and all other personal data, trade secrets, product design capabilities, specifications that the Parties have written, found, developed, carried out or applied and any kind of information, including any documents, materials, information and documents that one of the suppliers and parties provides to the other party, all kinds of verbal, written or graphical information is deemed to be confidential information that can be read in machines or computers. Confidential information and data are considered confidential, even if they are not stated in writing that they are confidential and/or proprietary.”

11.1. The parties undertake to strictly keep secret all information they have received during the fulfillment of this Contract or the obligations set forth herein, without the need to be specified as ‘confidential’. The parties undertake not to disclose or use confidential information without the written consent of the other party, except situations as expressly permitted in this Contract. The parties shall disclose all kinds of information to their personnel only to the required extent under confidentiality obligation, and shall be responsible for compliance with confidentiality obligations of personnel to whom the information is disclosed.

11.2. The confidentiality obligation stated in this article (i) shall not apply to the information which is known by the receiving party or is in possession of the receiving party at the moment of disclosure, which the receiving party acquired through legitimate means and has no confidentiality obligation against the discloser; (ii) the information which is already open to public at the time of disclosure or published or made public by the receiving party after the date of disclosure without violating any obligations of confidentiality and in a legitimate way under law; (iii) the information that is proven by the receiving party that it has itself found or developed it independently or that it acquired that information directly indirectly from a third party who is not subjected to the non-disclosure obligation; (iv) the information that parties expressly accept and declare that it

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is no longer hidden; and (v) the information which is mandatory to be disclosed within the frame of applicable law or decisions or orders of the competent administrative or judicial authorities that cannot be resisted.

11.3. Unless it is mandatory in accordance with applicable law or the decisions or orders of competent administrative or judicial authorities, or unless otherwise duly consented by the other party, the Parties cannot publish a press release, make a statement to public or any person, cannot publish, introduce or share in social media means about this Contract. In case of consent, written consensus of the consenter about the time, content and media of the statement to be made shall be sought.

11.4. The Parties shall restrict access to confidential information both for the personnel required to access it and for the information required in order to enable the proper fulfilment of this Contract, and shall ensure compliance of the related personnel with the confidentiality obligations. Each Party shall, without prejudice to the foregoing provisions, pay as much attention to its own confidential information as is necessary to protect the confidential information and trade secrets of the other party.

11.5. The Parties shall immediately return the originals of the written information, copies and summaries prepared with the permission of the other party, all transcripts and notes of the disclosed verbally, all copies of the information stored electronically and all of the documents containing the records in this context, upon the written request of the other party (and in any event not later than 7 days) and/or destroy/delete records upon written instruction, and submit a declaration to the other party, signed by the authorized officials regarding the completion of this process.

11.6. In the event of a breach of confidentiality obligation, party in breach shall pay the punitive damage in the same amount to be paid as Personalized Stamp for each breach as well as the damages incurred by the other party.

11.7. The parties acknowledge and agree that they will indefinitely abide by the confidentiality obligations set forth in this article even after the termination of this contract.

Protection Of Personal Data

Article 12-

12.1. The statements contained in this article, shall bear, unless otherwise expressly stated, the meaning defined in article 3 of 'Definitions' in the Law No. 6698 on the Protection of Personal Data ("KVKK").

12.2. The parties acknowledge and undertake that they know ll applicable national and international legislation; primarily the KVKK in processing of personal data; that they are subject to any kind of national and international legislation (the 'regulations on personal data') that are in force or that may be enacted in the future in the field of KVKK and protecting the personal rights in terms of all the activities regarding the processing of personal data that they acquire from each other or from the other party during the performance of this Contract and that they are within the obligation of compliance to this legislation in processing of personal data within the entire process. Furthermore, they accept, declare and commit that they will comply with the principles set forth in the Board Decisions and Guidelines to be published by the Board of Protection of Personal Data within the framework of the personal data legislation; and that they will follow the booklets, magazines and other publications.

12.3. The Company shall be able to process personal data only in line with the written instructions of PTT and to the extent required by the works performed in accordance with this Contract and the compulsory legal rules and with the provisions of this Contract in all transactions within the scope of this Contract. The Company is responsible to prevent the illegal processing, storage, transfer and access of personal data and to prevent the risks such as loss, destruction, damage and alteration of the data, and hereby accepts, declares and commits to take all legal, administrative and technical measures to ensure them.

12.4. Within the scope of this Contract, the Company accepts and declares that it obtains, processes and transfers personal data transferred / to be transferred to PTT in accordance with the procedures and principles set out in the personal data legislation; it informs the owners of personal data (the "related person") in accordance with the provisions set out in the personal data legislation; and that it receives their explicit consent based on informing only when necessary. All legal, administrative and criminal liability arising from the fact that the data transferred to PTT has been obtained and processed in a manner contrary to the legislation belongs to the Company.

12.5. The Company shall not in any way use, process, archive and transfer personal data transferred/ to be transferred by PTT out of the scope of works performed for any purposes and not transfer to and share with third parties or institutions within the country or abroad pursuant to this Contract without PTT's prior written consent. The written consent of PTT shall not eliminate the liability of the company arising from the personal data legislation and in particular the liability to take measures relating to data security. Even with the written consent of PTT, it accepts, declares and undertakes that it will warn the third parties to whom the data is transferred about the necessary measures regarding compliance with the personal data legislation and data security, that it will be conjointly responsible for their violations against PTT, and that it will also transfer it by taking the necessary permissions from the Board.

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12.6. The Company will process and transfer such personal data, subject to additional safety measures and authorizations, in accordance with Article 6 of the KVKK and the provisions of the related secondary legislation and the Board decisions, if the personal data is transferred to him by PTT. It will follow and implement adequate measures determined/ to be determined by the board.

12.7. The company accepts and declares to use the informative and/or consent texts transmitted to it by PTT in accordance with the principles and procedures determined by PTT in all transaction processes included within the scope of this Contract, if any such request is made by PTT.

12.8. The company shall provide the necessary infrastructure and the administrative requirements in order to be able to reply the applications to be made by the personal data owner within the scope of article 11 of KVKK in accordance with the law and within the legal term and in case of an application or complaint related to PTT, it will promptly inform PTT (within two working days at the latest in any case) and agree with the PTT regarding the reply to be given to the applicant who has submitted the application or complaint. The company accepts, declares and undertakes to give all kinds of support; to transmit information and document to PTT and to cooperate regarding all complaints and requests that are communicated to it.

12.9. Without prejudice to the situations arising from law, in the event of termination of this Contract for any reason, the Company is obliged to delete, destroy the personal data transmitted by PTT or it has acquired on behalf of PTT under this Contract and to deliver to PTT any physical or electronic media in which these data are recorded by the request of PTT. The Company agrees that it will fulfill PTT's requests of deletion, destruction, anonymization, change and etc. of the personal data in compliance with KVKK and the related secondary legislation.

12.10. The Company accepts, declares and undertakes that it will pay the direct or indirect damages incurred by PTT; legal, administrative and penal sanctions and the damages that it may have to pay in case of breach of the personal data legislation and the liabilities stated in this Contract, immediately and in time upon the first request. Otherwise, PTT reserves the right to offset losses from the Company's receivables and/or guarantees.

12.11. The Company is liable to PTT for its subcontractors' and/or any third party's and its employees' to which it transfers data, compliance to the liabilities set forth in this article and for any direct or indirect losses that may arise from noncompliance with these obligations. In this context, the Company accepts, declares and undertakes to provide necessary trainings to its personnel who have access to personal data, to warn them and to take the necessary administrative and technical measures.

12.12. The Company hereby accepts, declares and undertakes that, limited to the activities of personal data processing within the scope of the works performed as per this Contract, it has authorized PTT in order to be able to inspect whether all the records and documents regarding the related activities are in compliance with the legislation and this Contract, it will respond to all reasonable requests of PTT within the scope of this inspection, and it will send these records and documents to PTT as the case may be. The Company accepts and declares to notify PTT as soon as it is aware that the Personal Data Protection Institution may perform an audit for personal data processing activities and in case of such an audit.

12.13. In the event of any breach of the personal data protection obligations set forth in this article, party in breach shall pay the punitive damage in the same amount to be paid as Personalized Stamp for each breach as well as the damages incurred by the other party.

12.14. The parties acknowledge and agree that they will indefinitely abide by the obligations set forth in this article even after the termination of this Contract.

PTT A.Ş Direct Personalized Stamp Agreement

Article 13- The applicant real person is deemed to have accepted the provisions of the PTT A.Ş Direct Personalized Stamp Agreement.

Article 14- Taxes, Duties and Fees of the Agreement

The stamp tax arising from the this agreement belongs to PTT A.Ş.

Authority

Article 15- Ankara Courts and Execution Offices are authorized in case of disputes arising out of this agreement.

Evidence

Article 16- In the event that there is a contradiction in the information and documents, the information and documents held by PTT A.Ş. shall prevail.

Enforcement

Article 17- This contract enters into force on the date the parties sign it.

This agreement consists of 17 articles.

CUSTOMER
NAME AND SIGNATURE
Date

Posta ve Telgraf Teşkilatı A.Ş.
NAME AND SIGNATURE NAME AND SIGNATURE
Date Date