

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Signal Group	2. Registration Number 7433
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3. Primary Address of Registrant
200 Massachusetts Ave NW, Floor 7, Washington, DC 20001

4. Name of Foreign Principal Turkcell	5. Address of Foreign Principal Turkcell Küçükalyi Plaza No: 20 Küçükalyi Ofispark B blok K:2 Maltepe / Ist TURKEY
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6. Country/Region Represented
TURKEY

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.
mobile phone operator

b) Is this foreign principal:

- | | | |
|---|------------------------------|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
07/10/2024	Erika Bellido-Jin	Sign /s/Erika Bellido-Jin
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
7/15/2024	Erika Bellido-Jin	
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Signal Group	2. Registration Number 7433
---------------------------------------	--------------------------------

3. Name of Foreign Principal
Turkcell

Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 07/08/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
media relations

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

media relations

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
07/10/2024	Erika Bellido-Jin	Sign /s/Erika Bellido-Jin
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
7/15/2024	Erika Bellido-Jin	
_____	_____	_____
_____	_____	_____
_____	_____	_____

FRAMEWORK LETTER OF COMMITMENT

(“LETTER OF COMMITMENT”)

ADDRESSED TO

TURKCELL İLETİŞİM HİZMETLERİ A.Ş.

GLOBAL BİLGİ PAZARLAMA DANIŞMANLIK VE ÇAĞRI SERV. HİZ. A.Ş.

TURKCELL SATIŞ A.Ş.

SUPERONLINE İLETİŞİM HİZMETLERİ A.Ş.

TURKCELL TEKNOLOJİ ARAŞTIRMA VE GELİŞTİRME A.Ş.

TURKCELL FİNANSMAN A.Ş.

KULE HİZMET VE İŞLETMECİLİK A.Ş.

TURKCELL ÖDEME VE ELEKTRONİK PARA HİZMETLERİ A.Ş.

TURKTELL BİLİŞİM SERVİSLERİ A.Ş.

REHBERLİK HİZMETLERİ SERVİSİ A.Ş.

TURKCELL GAYRİMENKUL HİZMETLERİ A.Ş.

TURKCELL ENERJİ ÇÖZÜMLERİ VE ELEKTRİK SATIŞ TİCARET A.Ş.

BELTEL TELEKOMÜNİKASYON HİZMETLERİ A.Ş.

LİFECCELL BULUT ÇÖZÜMLERİ A.Ş.

LİFECCELL MÜZİK VE YAYIN İLETİM A.Ş.

LİFECCELL TV YAYIN VE İÇERİK HİZMETLERİ A.Ş.

LİFECCELL DİJİTAL SERVİSLER VE ÇÖZÜMLER A.Ş.

TURKCELL DİJİTAL İŞ SERVİSLERİ A.Ş.

BİP İLETİŞİM TEKNOLOJİLERİ VE DİJİTAL SERVİSLER A.Ş.

BOYUT GRUP ENERJİ ELEKTRİK ÜRETİM İNŞAAT SANAYİ VE TİCARET A.Ş.

TURKCELL SİGORTA ARACILIK HİZ. A.Ş.

SOFRA KURUMSAL VE ÖDÜLLENDİRME HİZMETLERİ A.Ş.

ATMOSWARE TEKNOLOJİ EĞİTİM VE DANIŞMANLIK A.Ş.

DİJİTAL EĞİTİM TEKNOLOJİLERİ A.Ş.

TURKCELL DİJİTAL SİGORTA A.Ş.

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1. PARTIES:

This Framework Letter of Commitment contains the commitments of SIGNAL GROUP CONSULTING, LLC residing at the address 200 Massachusetts Ave NW, Ste 700 /District of Columbia/UNITED STATES KEP Adresi: accounting@signaldc.com (“the Company/Our Company”) against TURKCELL GROUP consisting of

Turkcell İletişim Hizmetleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(TURKCELL)

Global Bilgi Pazarlama Danışmanlık ve Çağrı Serv. Hiz. A.Ş. residing at the address Saray Mah. Ahmet Tevfik İleri Cad. No:10 Ümraniye/İstanbul
(TURKCELL GLOBAL)

Turkcell Satış A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(TURKCELL SATIŞ)

Turkcell Teknoloji Araştırma ve Geliştirme A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(TURKCELL TEKNOLOJİ)

Superonline İletişim Hizmetleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(TURKCELL SUPERONLINE)

Turkcell Gayrimenkul Hizmetleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(TURKCELL GAYRİMENKUL)

Turkcell Finansman A.Ş. residing at the address Meşrutiyet Caddesi No:71 34430 Tepebaşı Beyoğlu/İstanbul
(TURKCELL FİNANSMAN)

Rehberlik Hizmetleri Servisi A.Ş. residing at the address Saray Mah. Ahmet Tevfik İleri Cad. No:10 Ümraniye/İstanbul
(REHBERLİK HİZMETLERİ)

Kule Hizmet ve İşletmecilik A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20
Küçükyaalı Ofispark Maltepe/İstanbul
(TURKCELL KULE)

Turktell Bilişim Servisleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyaalı
Ofispark Maltepe/İstanbul
(TURKTELL BİLİŞİM)

Turkcell Ödeme ve Elektronik Para Hizmetleri A.Ş. residing at the address Meşrutiyet Caddesi No:71
34430 Tepebaşı Beyoğlu/İstanbul
(TURKCELL ÖDEME)

Turkcell Dijital İş Servisleri A.Ş. residing at the address Meşrutiyet Caddesi No:71 34430 Tepebaşı
Beyoğlu/İstanbul
(TURKCELL DİJİTAL İŞ SERVİSLERİ)

Turkcell Enerji Çözümleri ve Elektrik Satış Ticaret A.Ş. residing at the address Aydınevler Mah.
İnönü Cad. No:20 Küçükyaalı Ofispark Maltepe/İstanbul
(TURKCELL ENERJİ)

Beltel Telekomünikasyon Hizmetleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20
Küçükyaalı Ofispark Maltepe/İstanbul
(BELTEL TELEKOMÜNİKASYON HİZMETLERİ)

Lifecell Bulut Çözümleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyaalı
Ofispark Maltepe/İstanbul
(LİFECCELL BULUT)

Lifecell Müzik ve Yayın İletim A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20
Küçükyaalı Ofispark Maltepe/İstanbul
(LİFECCELL MÜZİK)

Lifecell TV Yayın ve İçerik Hizmetleri A.Ş. residing at the address Aydınevler Mah. İnönü Cad.
No:20 Küçükyaalı Ofispark Maltepe/İstanbul
(LİFECCELL TV)

Lifecell Dijital Servisler ve Çözümler A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20
Küçükyaalı Ofispark Maltepe/İstanbul
(LİFECCELL DİJİTAL)

Bip İletişim Teknolojileri ve Dijital Servisler A.Ş. residing at the address Aydınevler Mah. İnönü
Cad. No:20 Küçükyaalı Ofispark Maltepe/İstanbul
(BİP İLETİŞİM)

Boyut Grup Enerji Elektrik Üretim İnşaat Sanayi ve Ticaret A.Ş. residing at the address Mustafa Kemal Mah. Dumlupınar Bulvarı No:264 Çankaya/Ankara
(BOYUT GRUP ENERJİ ELEKTRİK ÜRETİM İNŞAAT SANAYİ VE TİCARET A.Ş.)

Turkcell Sigorta Aracılık Hizmetleri A.Ş. residing at the address Meşrutiyet Caddesi No:71 34430 Tepebaşı Beyoğlu/İstanbul
(TURKCELL SİGORTA ARACILIK HİZ. A.Ş.)

Sofra Kurumsal ve Ödüllendirme Hizmetleri A.Ş. residing at the address Meşrutiyet Caddesi No:71 34430 Tepebaşı Beyoğlu/İstanbul
(SOFRA KURUMSAL VE ÖDÜLLENDİRME HİZMETLERİ A.Ş.)

Atmosware Teknoloji Eğitim ve Danışmanlık A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20 Küçükyalı Ofispark Maltepe/İstanbul
(ATMOSWARE TEKNOLOJİ EĞİTİM VE DANIŞMANLIK A.Ş.)

Dijital Eğitim Teknolojileri A.Ş. residing at the address Aydınevler Mah. İnönü Cad. No:20
Küçükyalı Ofispark Maltepe/İstanbul
(DİJİTAL EĞİTİM TEKNOLOJİLERİ A.Ş)

Turkcell Dijital Sigorta A.Ş. residing at the address Asmalı Mescit Mah. Meşrutiyet Cad. No:71
Beyoğlu İstanbul
(TURKCELL DİJİTAL SİGORTA A.Ş)

(all together referred to as "TURKCELL GROUP")

TURKCELL GROUP and the Company shall hereinafter be referred to as "Party" individually and
"Parties" collectively.

2. DEFINITIONS:

e-Firma means the portal ensuring the follow-up of the financial operations and processes of
TURKCELL GROUP with its business associates on electronic environment.

Turkcell Group Company means any company or another legal entity 50% or more voting
rights of which are owned by TURKCELL or which is controlled by TURKCELL directly or
indirectly, being in operation within and/or outside of Turkey.

Controlling Shareholder means the shareholder holding 51% of the shares and/or the
management of the Company.

Trade Restrictions means the laws, regulations, decrees, orders and general licenses published
by the countries and/or authorities, mainly to which TURKCELL GROUP is subject, including,
but not limited to the Republic of Turkey, European Union, United Nations, United States of
America and United Kingdom, regarding the subjects such as, but not limited to, trade
sanctions, foreign trade controls, export controls, fighting against terrorism, and the like.

TYS means the portal ensuring the follow-up of Supplier Management System processes on
electronic environment.

DBS Partner Portal means the portal that our suppliers working with Turkcell Dijital İş
Servisleri A.Ş. shall use actively.

Risk Assessment means the studies required to be carried out for the purpose of determination
of the hazards existing in the workplace or to be able to come externally, grading such hazards
by analyzing the factors giving rise to them turning into risk and the risks arising from such
factors and deciding on the control measures with respect thereto.

Personal Protective Equipment (PPE) means the equipment within the scope of the Personal
Protective Equipment Regulation. In its meaning within the same regulation, PPE means:

[Handwritten signature]

- “1) the equipment designed and manufactured to be put on or held by persons with a view to being protected against one or more health and safety risks;
2) the replaceable parts being necessary for protection function and belonging to the equipment referred to in sub-paragraph (1);
3) the connection systems not put on or held by persons, belonging to equipment referred to in sub-paragraph (1), designed for the purpose of connecting the equipment to another external device or a suitable anchorage point, not connected permanently to a structure and not required to be fixed prior to being used.”

Public Official means, unless defined more widely within the scope of the Legislation as defined in Annex-1:

- a) any kind of employee, including, but not limited to, civil servant, personnel, member, manager performing duty in public institutions and organizations;
- b) any kind of employee, including, but not limited to, civil servant, personnel, member, manager performing duty in representation offices of public institutions and organizations;
- c) any person having the authority to act officially for and/or on behalf of the public institution and/or organization;
- d) employees and/or members of political parties;
- e) members to be appointed to perform duty at public institutions and organizations and/or political parties; and
- f) employees of any school, hospital and other institutions belonging to the public and/or government.

Admin Confirmation Form ensures granting authorization (password) for logging (together with the authority to delegate such authorities) into Oracle ERP System (“Oracle”) and/or Platform/e-Firm’s Portal (collectively “System”) to Online Operation Officer (“OOO”) authorized to perform the operations given below as the supplier of TURKCELL and/or related GROUP Companies within the scope of Supplier Management System (can be abbreviated as TYS as the acronyms of *Tedarikçi Yönetim Sistemi* and referred to in the Form as “Platform”).

- Performing Financial Reconciliation
- Entry of Accounting Transaction and Inquiry of the same
- Update/approval of information
- User Authorizations (the authority to determine which of the authorities referred to herein are to be defined on basis of user appointed by OOO)
- Bidding
- Entry/View of Purchase Orders/Shipment information
- Approval of Tender Specifications

[Handwritten signature]

- Viewing and approving purchase documents such as RFP
- Being able to access to Oracle RFQ and e-Tender Screens

Authorization Form ensures granting authorization (password) for logging (together with the authority to delegate such authorities) into Oracle ERP System (“Oracle”) and/or Platform/e-Firm’s Portal (collectively “System”) to Online Operation Officer (“OOO”) authorized to perform the operations given below as the supplier of TURKCELL and/or related Group Companies within the scope of Supplier Management System (can be abbreviated as TYS as the acronyms of *Tedarikçi Yönetim Sistemi* and referred to in the Form as “Platform”):

- Performing Financial Reconciliation
- Entry of Accounting Transaction and Inquiry of the same
- Update/approval of information
- User Authorizations (the authority to determine which of the authorities referred to herein are to be defined on basis of user appointed by OOO)
- Bidding
- Entry/View of Purchase Orders/Shipment information
- Approval of Tender Specifications
- Viewing and approving purchase documents such as RFP
- Being able to access to Oracle RFQ and e-Tender Screens
- Approval of Confidentiality Letter of Commitment and Agreement
- Approval of Framework Letter of Commitment and Agreement and the Agreements made annexed thereto
- Approval of other Agreements and Documents published and submitted to be signed on the System

3. SUBJECT MATTER and PURPOSE OF THE FRAMEWORK LETTER OF COMMITMENT:

The subject matter hereof is to set out the general principles on the rights and obligations of the Parties hereto in relation to the services to be rendered, the works to be performed and/or products to be procured (hereinafter collectively “Services”) during the term of the Letter of Commitment and it shall be possible to regulate the specific provisions and conditions (scope, price, duration of the Service and other points with respect thereto) of every Service to be rendered after this Letter of Commitment entering into force by the Parties hereto by means of separate supplemental

agreements and/or order forms. We hereby acknowledge, represent and undertake that such supplemental agreements and/or order forms shall constitute an integral part hereof and be valid only with this Letter of Commitment.

The purpose hereof is to regulate the general provisions to be valid in case the Parties hereto enter into a prospective cooperation. The fact that this Letter of Commitment has been signed cannot be construed that we have entered into cooperation with TURKCELL GROUP or an commitment has been given that we shall enter into cooperation with TURKCELL GROUP regarding purchase goods or services. We hereby acknowledge, represent and undertake that, in case they decide on cooperating with each other hereunder, the Parties hereto may sign supplemental agreement(s)/letters of commitment to determine their rights and obligations in relation to subject work in writing.

We hereby acknowledge, represent and undertake that, in case the Parties hereto sign goods and/or service agreements/letters of commitment being the annex to this Letter of Commitment, the provisions of the relevant service agreement/letter of commitment shall apply on subjects contradicting with the provisions hereof.

We hereby acknowledge, represent and undertake that, in the event that relevant public institutions and organizations assess that the Services are related to information systems in accordance with the legislation in relation to capital market in force, mainly the Information Systems Management Communiqué No. 30292 dated 05.01.2018 (“Communiqué”) and conduct any investigation, inspection, etc. against TURKCELL GROUP in relation to the Services, we shall share any and all information, documents and disclosures requested with TURKCELL GROUP in full, correctly and without undue delay and exert maximum effort on participation in the meetings to be held before related public institutions and organizations in case demanded by TURKCELL GROUP so and provide the necessary resources and support during such an inspection.

We hereby acknowledge, represent and undertake that, in case we are granted the right to employ subcontractor for provision of the Services, we shall procure that our own employees, our subcontractors and their employees act in compliance with the Communiqué and other relevant capital market legislation.

RIGHTS AND OBLIGATIONS OF THE PARTIES:

- 4.1. We hereby acknowledge, represent and undertake in advance that all of the Services hereunder shall be provided by us in person, and in situations being the exception to this condition, we shall obtain prior written approval from TURKCELL GROUP in order to enable TURKCELL GROUP to select subcontractors with a standard appropriate to its name, brand and service quality, and we are expert, have sufficient knowledge and experience regarding the Services to be rendered hereunder, and the employees we are to assign to the Service we shall render, for whom we are responsible, have also sufficient knowledge and experience. We hereby further acknowledge, represent and undertake in advance that, in case we work with third parties upon obtaining the consent of TURKCELL GROUP for provision of the Service hereunder, we shall be the respondent and responsible for performance by third parties of their obligations within the meaning of Article 128 pf Turkish Law of Obligations (“TLO”) towards TURKCELL GROUP along with other reasons of responsibility and we are responsible for the timely and full payment of the fees/salaries of our personnel /the employees of our subcontractors we are to appoint for performance of the work referred to herein, follow-up of their relationships with Social Security Institution, Ministry of Labor and Social Security, Ministry of Finance, Ministry of Health and other Competent Public and Local Authorities, and timely and full performance of any and all obligations to arise from Labor Law, Occupational Health and Safety Law, Social Security Legislation, TCO and other relevant legislation that is in force and shall come into force in relation to these laws and we shall not involve our own personnel, contractors/suppliers/subcontractors and their employees and TURKCELL GROUP in any legal process and payments and we shall assume all kinds of responsibility related thereto personally and alone.
- 4.2. This Letter of Commitment does not make us the legal representative or agent of TURKCELL GROUP nor does it entitle us to enter into a binding obligation, make any binding commitments and/or make disclosures for and on behalf of TURKCELL GROUP apart from the subjects referred to herein against third parties. We hereby acknowledge, represent and undertake that there is not any right, obligation, representation right and/or condition other than those provisions hereunder and we shall be responsible exclusively for contrary acts and actions and, for any demands and claims that may be



directed to TURKCELL GROUP, due to this reason, we shall be given information by TURKCELL GROUP and are the sole respondent in such a case.

- 4.3. We hereby acknowledge, represent and undertake that we have any and all rights and authorizations necessary to fulfill the obligations imposed on us within the scope of this Letter of Commitment and this Letter of Commitment is not contrary to the agreements previously concluded with right owners and/or third parties, the decisions of courts or administrative and executive organs nor does it violate the same; the rights of any right owner and/or third party are not violated due to performance hereof. Further, we acknowledge, represent and undertake that the agreements we have concluded with third parties and/or existing legal/commercial relations are not of the character to affect the performance hereof nor do they constitute any impediment in performance of actions imposed on us hereunder.
- 4.4. We acknowledge, represent and undertake that TURKCELL GROUP has the right to work with other companies regarding the Services referred to herein and that TURKCELL GROUP is totally free to procure or not the Services referred to herein from us and to determine these Service as it wishes and therefore TURKCELL GROUP does not have any commitment towards us.
- 4.5. We acknowledge, represent and undertake that, in the event that the personnel we appoint for subject Services fail to act in accordance with the work and fail to act according to their respective obligations hereunder TURKCELL GROUP is not satisfied with the performance of the Service, we shall replace such personnel immediately and appoint new personnel, who are qualified, knowledgeable and experienced in such a way that the service is not disrupted or interrupted, in their stead. We acknowledge, represent and undertake that, if we intend to replace any of the personnel we are to appoint for subject Services with another personnel due to this or any other reason taking place beyond our control, we shall appoint another person with equal or better qualification upon giving written information to TURKCELL GROUP instead of other personnel and that such replacements shall not be qualified as a just cause in delay by us of the subject Service. We irrevocably acknowledge, represent and undertake that we shall not hold TURKCELL GROUP responsible for the consequences of the employee and employer relationship of the replaced personnel with the Company and shall not allow such

employee makes any claim against TURKCELL GROUP in any manner whatsoever.

4.6. The personnel shall be affiliated with us in terms of their personal rights and employee-employer relations within the framework of the Labor Law, Occupational Health and Safety and Social Security Law Legislation and any and all kinds of salaries and other personal rights they are entitled to receive shall be borne by us exclusively. Our Company is solely and exclusively responsible for any and all kinds of rights, debts, receivables and liabilities of our own personnel, and the employees of our contractors/suppliers/subcontractors, if any, such as salary, annual paid leave, payment in lieu of notice, severance pay, premium and tax obligations arising from Labor Law, Social Security Law, Occupational Health and Safety Law, Code of Obligations and other relevant legislation as well as all kinds of liabilities arising from legal, criminal, administrative and financial obligations arising from their relations with the Regional Labor Directorate, S.G.K., Turkish Employment Agency, the Ministry of Health Organization and other authorized public and local institutions and the provisions of the legislation and all of their obligations related to all taxes, duties and fees. We cannot abstain from such obligations, assign their obligations to another party nor can we assert that these obligations lie with TURKCELL GROUP. We hereby irrevocably acknowledge, represent and undertake in advance that, Since TURKCELL GROUP is not in the capacity of the employer of such personnel or contractors/suppliers/subcontractors, TURKCELL GROUP does not have any legal and contractual obligation towards the personnel and we shall keep TURKCELL GROUP exempt from such procedures as well as any and all of claims related thereto under any name whatsoever.

4.7. We acknowledge, represent and undertake that we are in the position of an Employer, directly and solely, against the personnel we employ for the Services undertaken by us to be performed and that we shall be responsible for the rights and receivables of its own personnel and, the employees of its contractors/suppliers/ subcontractors, if any, based on labor legislation, especially Labor, Social Security, Occupational Health and Safety Law, we shall not employ uninsured workers and ensure that uninsured workers are not employed by its contractors/suppliers/subcontractors. In this context, we hereby agree and undertake to take the necessary care and measures and comply with the legal regulations regarding the occupational health and safety of the personnel, including the



current and future regulations, while we are performing the Services within the scope of this Agreement and supplementary agreements. We acknowledge and undertake that we are obliged to comply with all rules of the Occupational Health and Safety Law No. 6331 and all relevant legislation regarding occupational health and safety, as well as the demands and rules adopted by TURKCELL GROUP for the consequences in conformity its name, brand, quality and standards. We further acknowledge, represent and undertake that we are liable to ensure that all the working personnel participate in the necessary professional competence trainings, fundamental occupational health and safety trainings, trainings in relation to occupational risks and such other trainings within the scope of the legislation at the workplace and during performance of the work, and ensure that they undergo all the necessary medical examinations, take any and all measures in relation to occupational safety specified in all laws and regulations in force regarding Occupational Health and Safety subjects for occupational accident and illness not to come into existence in the workplace, prepare Risk Assessment necessary for the line of business and the general content thereof, ensure that the non-compliances are eliminated, provide the personnel with the Personal Protective Equipment they are to need in a full and complete manner, any work equipment and any kinds of material, tools and implements and make available them without any damage and make their repair and control lists ready in a timely manner and ensure that employees use the Personal Protective Equipment and work equipment correctly and fulfill the requirements of with Occupational Health and Occupational Safety Law No. 6331 and all the legal legislation issued dependent thereon.

- 4.8. We acknowledge, represent and undertake that we are responsible exclusively as the employer within the scope of with Occupational Health and Occupational Safety Law No. 6331 and all the legal legislation issued dependent thereon and, in case TURKCELL GROUP is required to pay any sum, including, but not limited to, any receivable, reinstatement, determination, indemnity, administrative fine and any sum under any name whatsoever or becomes subject to any litigation, execution, warning, inspection or investigation processes due to any accidents to arise from negligence and slight negligence, lack of attention or employing unqualified employees and acting contrary to the law and other legal legislation, insufficient, deficient or incorrect statements and other reasons,



the optional rights of TURKCELL GROUP for recourse collection are reserved.

- 4.9. We hereby irrevocably acknowledge, represent and undertake in advance that TURKCELL GROUP shall not have the title of "employer/primary employer" in any way whatsoever in terms of both our personnel and the employees of our contractors/suppliers/subcontractors and we shall ensure that the work is carried out with due diligence, in terms of both our services and the services of our contractors/suppliers/subcontractors and that we shall fulfill all legal obligations, including but not limited to the Labor Law, Social Security and Occupational Health and Safety Legislation, in a broad sense, wages, social benefits (such as travel, meals), taxes and social insurance premiums and that it shall not allow our own personnel or our contractors/suppliers/subcontractors or their the employees make any claim against TURKCELL GROUP in any manner whatsoever and exempt TURKCELL GROUP from any obligations related thereto and we shall remain solely responsible and accountable to our personnel and third parties and that in case a contrary situation occurs and/or TURKCELL GROUP is subject of an inspection, investigation, judicial/administrative/criminal process, sanction, lawsuit, mediation, warning, execution, fine, demand, etc. for any reason or becomes obliged to make payment to third parties, we shall bear all losses immediately in cash and in lump sum at the first request and in case TURKCELL GROUP is exposed to any legal process (notice, mediation, lawsuit, execution, etc.) regarding the labor rights and receivables, TURKCELL GROUP reserves the rights of recourse collection, deduction from progress payments, stopping progress payment, offsetting, demanding collateral or converting the letter of guarantee into cash or blockage, and TURKCELL GROUP is unilaterally entitled to choose any of these options freely and in the event that the labor rights and receivables are still not paid in full or the breaches are not remedied, by the COMPANY on the expiration date of the agreement, TURKCELL GROUP is not obliged to return or reimburse the blocked amount to the Company.

We acknowledge, represent and undertake that, we are obliged to comply with the requests made and rules adopted by TURKCELL GROUP for the consequences in conformity its name, brand, quality and standards and we are is solely responsible for any and all damages we may cause to TURKCELL GROUP, TURKCELL GROUP's



personnel, its own personnel and/or third parties. We further acknowledge, represent and undertake that in case TURKCELL GROUP sustains any penalty or pays indemnity to any third parties or is caused to enter into any obligation towards third parties as a result of any lawsuit brought by deeming TURKCELL GROUP to be a party in any lawsuit so brought or in other situations, TURKCELL GROUP shall have recourse to our Company exactly for any damages it is to incur therefor or make deduction from our progress payments and we are obliged to pay any requested sum to TURKCELL GROUP promptly upon first demand by TURKCELL GROUP without need for issuance of any court order.

- 4.10. We acknowledge, represent and undertake that, when we fulfill our obligations within the scope of the commercial or contractual relationships established or to be established between the Parties as well as the subject Services, we are liable to take any care necessary for such fulfillment and shall act in compliance with any and all kinds of legislations including, but not limited to, relevant laws, statutes and regulations, the decisions of all official departments, mainly, those of the Information and Communication Technologies Authority, international agreements put into force properly, and the corporate policies of TURKCELL GROUP made available under <https://www.turkcell.com.tr/tr/hakkimizda> by which TURKCELL GROUP undertakes the way of doing business in a people oriented and environmentally sensitive manner and updated from time to time, and not exhibit illegal acts.
- 4.11. We acknowledge, represent and undertake that we shall not act in a manner way which may damage the name, commercial standing, trademark of TURKCELL GROUP under any circumstances.
- 4.12. We acknowledge, represent and undertake that we shall inform TURKCELL GROUP promptly in writing of any lawsuit/execution proceedings instigated by third parties against us in a manner affecting the activities hereunder or prior to instigation of any lawsuit/execution proceedings to be instigated by us against third parties.
- 4.13. We acknowledge, represent and undertake that, in case problems not foreseen previously come into existence during performance by us of our obligations hereunder, the solution shall be determined joint understanding between TURKCELL GROUP and us and, in case of failure to reach an understanding, the decision of TURKCELL GROUP shall be decisive.

- 4.14. We acknowledge, represent and undertake that we shall take any and all the necessary measures for the purpose of ensuring the service and work quality to be enhanced permanently in all information, documents and Services provided to TURKCELL GROUP.
- 4.15. We hereby undertake that we are obliged to provide all information and documents which may be requested by TURKCELL regarding the business, services and processes within the scope of the Agreement within the period determined by TURKCELL and in addition, in the event that any investigation, audit, etc. related to the services subject to this Agreement is conducted against TURKCELL GROUP by public institutions and organizations, we shall share all kinds of information, documents and explanations requested by TURKCELL GROUP in a complete, accurate and timely manner and participate in the meetings to be held before the relevant public institutions and organizations, if requested by TURKCELL GROUP.
- 4.16. We acknowledge, represent and undertake that we shall not exhibit TURKCELL GROUP as a reference nor shall we use, change the tradename, trademarks and logos of TURKCELL GROUP as well as, without limitation, its elements within the scope of intellectual and industrial rights in any way and for any purpose whatsoever nor shall we cause them to be used by others; however, we shall obtain written permission from TURKCELL GROUP beforehand in relation to any publicity we are to make directly or indirectly and the contents thereof.
- We acknowledge, represent and undertake that, even if TURKCELL GROUP has given written permission, TURKCELL GROUP reserves the right to request the use of its tradename, trademarks and logos to be ended promptly at all times without asserting any reason therefor within the term of the Letter of Commitment in which case we shall end such use promptly based on such request by TURKCELL GROUP.
- 4.17. We hereby acknowledge, represent and undertake that we shall act in compliance with the procedures to be issued or revised and notified us by TURKCELL GROUP in relation to subject Service hereunder during the term hereof.
- 4.18. We hereby acknowledge, represent and undertake that Admin Confirmation Forms or Authorization Forms or otherwise any acts to be made by persons authorized by us for us over TYS bind us as if they were originally signed and we do / shall not object such acts



in any way, and in case of any cancellation of authorization such as replacement/dismissal of persons we so authorized, we are obliged to notify **TURKCELL GROUP** of such situation promptly and that all the acts to be made until such notification shall be valid and we are also required to determine a new official upon signing the relevant forms.

- 4.19. We hereby acknowledge, represent and undertake that we are not on the prohibited firms' list in terms of commercial and trade sanctions announced by relevant sanction authorities to which **TURKCELL GROUP** is subject, including, but not limited to the Republic of Turkey, European Union, United Nations, United States of America and United Kingdom, and in case we are on such list, we shall notify this to **TURKCELL GROUP** promptly. We hereby acknowledge, represent and undertake that, in case we become the target of any Trade Restrictions, or performance by us of our obligations hereunder is to constitute a contrariety to Trade Restrictions due to the fact that there is any threat/risk in this direction, **TURKCELL GROUP** reserves the right to terminate this Letter of Commitment without any indemnity obligation on its part.
- 4.20. We hereby acknowledge, represent and undertake that, in the event that relevant public institutions and organizations assess that the Services are related to information systems in accordance with the legislation in relation to capital market in force, mainly the Information Systems Management Communiqué No. 30292 dated 05.01.2018 ("Communiqué") and conduct any investigation, inspection, etc. against **TURKCELL GROUP** in relation to the Services, we shall share any and all information, documents and disclosures requested with **TURKCELL GROUP** in full, correctly and without undue delay and exert maximum effort on participation in the meetings to be held before related public institutions and organizations in case demanded by **TURKCELL GROUP** so and provide the necessary resources and support during such an inspection.
- 4.21. We hereby acknowledge, represent and undertake that, in case we are granted the right to employ subcontractor for provision of the Services, we shall procure that our own employees, our subcontractors and their employees act in compliance with the Communiqué and other relevant capital market legislation and ensure that the provisions imposing obligation on us hereunder shall also be included in the agreements to be made by our subcontractors as binding articles.
- 4.22. We hereby acknowledge, represent and undertake that we are obliged to shall ensure all kinds

of physical and technological security of the information technology systems, software / product / application / hardware and the information / data contained / used / processed therein to be used within the scope of this Agreement, to keep the relevant systems securely operational under all circumstances and to prevent the occurrence of any security vulnerability and systemic weakness in any way and to take technical and operational measures to the maximum extent by fulfilling all requirements against operational problems and/or unlawful interventions and virtual (cyber) attack actions against information systems that may come from third parties.

The Company shall ensure that its affiliates and business partners, if any, with which it works within the scope of this Agreement fulfill the obligations under this article in the same manner, and we hereby acknowledge and represent that the ultimate responsibility towards TURKCELL shall belong to us.

4. WARRANTY:

5.1. General:

We hereby acknowledge, represent and undertake that, in case there are products to be procured hereunder in the future, such products:

- **shall deliver function in compliance with the technical specifications to be contained in supplemental agreements and/or order forms to be attached hereto;**
- **are free of any kinds of defects;**
- **are in compliance with the documents and specifications defined or mentioned in supplemental agreements and/or order forms;**
- **in case they are procured by a third party, such person shall hand over the warranties it has given for its products to TURKCELL GROUP and such third party as well has undertaken to comply with the warranty conditions in accordance with Article 128 of the Turkish Law of Obligations and, however, this shall not be prejudice to warrant obligations by us.**

5.2. Warranty Period and the Conditions thereof:

- **We hereby acknowledge, represent and undertake that, unless otherwise agreed upon between the Parties hereto prior to placement of an order, the warranties provided by us with respect to the products to be ordered by TURKCELL GROUP shall be valid for a period of minimum 3 (three) years following the date of acceptance of the products and**



the condition of duration shall not be valid in case the defect on the products which are the subject hereof and agreement is hidden or has been concealed with fraudulently, and in case the products are proven to have defect, the provision of Articles 5.4 ve 5.5 below shall apply.

- We hereby acknowledge, represent and undertake that we shall provide TURKCELL GROUP with maintenance and support on a 7/24 basis during warranty period without any additional expense and obligation on part of TURKCELL GROUP.

5.3. Defects after Warranty:

We hereby acknowledge, represent and undertake that, in case there is not any opportunity for TURKCELL GROUP to determine on time that the products are defective, we shall at all times be responsible for such parts or defects.

5.4. Fulfillment of the Warranty Obligations:

We acknowledge, represent and undertake that, at the discretion and option of TURKCELL GROUP after we are notified in writing that the products were proven to have defects, we shall take promptly the following actions:

- **Replacement of the Product:** we shall replace the product with a new one; and
- **Refund of the Price:** we shall refund the price paid by TURKCELL GROUP in consideration of the Product together with its legal interest.

5.5. Violation of Warranty Obligations:

We hereby acknowledge, represent and undertake that, in case of violation by us of the warranty obligations referred to in this Article, TURKCELL GROUP may at all times:

- state upon giving a written notice that it itself may realize the solution of the problem stated in this Article or through a third party at our expenses and request the indemnity of all damages it incurred together with the legal interest thereof or
- request the refund of all the prices it paid in relation to the subject product together with the legal interest thereof and indemnity of the damages it sustained by terminating the Letter of Commitment or
- request indemnity of all the expenses it made and damages it incurred together with the legal interest thereof without terminating the Letter of Commitment.

5.6 We hereby acknowledge, represent and undertake that, if the warranty conditions shall not apply to the relevant purchase specifically, a provision stipulating that warranty

obligations shall not apply may be included in supplementary agreement/ order form.

5. DELIVERY AND PACKAGING:

6.1. We hereby acknowledge and undertake that, in case we procure products hereunder, we shall package such products suitable for transportation. In the order, the terms specified by TURKCELL GROUP in relation to packaging shall be applied. The delivery expenses (transportation, insurance, etc.) of the products ordered by TURKCELL GROUP are to be borne by us. We hereby acknowledge, represent and undertake that we shall realize the delivery and installation of the products at such place and in such way as is specified by TURKCELL GROUP and that TURKCELL GROUP reserves the right not to accept the products not packaged properly. **We hereby acknowledge, represent and undertake that, in the event that the duration to elapse for realization of proper packaging of the products not accepted by TURKCELL GROUP due to improper package retards the delivery time of the products, the provisions of penalty referred to in Article 13 of the Letter of Commitment shall be able to be applied. We acknowledge and undertake that the invoices sent together with the products are required to be conveyed to the address of TURKCELL Financial Operation Center.**

6.2. We hereby acknowledge, represent and undertake that we are responsible for any kinds of damages the products we procure within the framework of the provisions and principles hereof may sustain until the time we actually deliver the same to persons to be authorized by TURKCELL GROUP together with controls of the respective authorization certificates.

6. REGARDING FEES, METHOD OF PAYMENT AND e-FIRM:

7.1. The fees in relation to subject Services shall be determined in Supplemental Agreements and/or order forms. Unless otherwise specified in Supplemental Agreement and/or order form, the fees to be determined include, but are not limited to, all the expenses, costs, customs expenses, transportation and workmanship fees, all taxes except for VAT and all other elements of costs. In situations where necessary as per the relevant legislation, invoice with withholding tax shall be made out at such rates as are stipulated in the legislation and the figure of withholding shall be set off against payment. We acknowledge, represent and undertake that the documents



needed for any kinds of exemptions as shall be required to be applied in accordance with the relevant legislation shall be provided by us to TURKCELL GROUP.

7.2. In all works carried out in foreign currency; however, payable in Turkish Liras, the Buying Rate of Exchange of TCMB (Central Bank of the Republic of Turkey) on the date of payment shall be based upon in calculation of the respective price. We acknowledge, represent and undertake that BRECB (Buying Rate of Exchange of Central Bank) shall be contained on the invoice and, in case the rate is fixed upon agreement with us, the agreed-upon rate shall be specified on the invoice, and the rate fixed by means of agreement shall in any way not be higher than the BRECB; failing, which the BRECB shall be applied on the date of invoice, not the rate agreed upon by us.

7.3. The payment agreed upon by us and TURKCELL GROUP shall be made according to the due date specified in the related service agreement to be made as an annex hereto or if any agreement has not been made for relevant service, according to the due date specified on the order form. In case where due date has been specified in both the service agreement and order form and these contradict with each other, the due date contained on the order form shall be valid and the payment shall be made on the first payment day of TURKCELL GROUP following the due date. We acknowledge, represent and undertake that, in case where the payment day of TURKCELL GROUP following the due date coincides with the end of the quarter, TURKCELL GROUP is entitled not to effect the payment on the payment date and to effect the payment in the first payment week of the beginning of the next quarter.

7.4. **We acknowledge, represent and undertake that, in case the parties come into conflict in determination of the Service being basis for the payment due to any reason whatsoever, the payments shall be suspended, and the amount being the basis for payment agreed upon shall be paid by us without applying any interest, penalty for default and/or exchange difference against TURKCELL GROUP within 15 (fifteen) days from the date on which agreement is made upon dispute being resolved.**

Both parties shall exert maximum effort for resolution of the dispute.

7.5. Admin Confirmation Form/Authorization Form shall be approved according to the

authorization to be granted with a view to authorizing the persons to use the Supplier Management System (can be abbreviated as TYS as the acronyms of *Tedarikçi Yönetim Sistemi* and referred to in the Form as “Platform”) and “e-Firm Portal” for the process of supply and financial processes relating to supply of TURKCELL GROUP and sent by us to TURKCELL GROUP together with the list of authorized signatures. Certain group companies within TURKCELL GROUP do not have e-Firm application.

We acknowledge, represent and undertake that the operations on e-Firm system shall be carried out by us as follows:

- When the purchase order is approved by TURKCELL GROUP, order notice shall be sent to us by means of e-mail. E-Firm portal shall be logged in by us using User ID and password and approval shall be given over e-Firm portal within 24 hours.
- In case where there is any change on the shipment information specified in the purchase order, new shipment information shall be entered on the portal. The new shipment information shall be received by TURKCELL GROUP for approval and approved, if it is deemed as favorable.
- After the delivery of the product to TURKCELL GROUP, the invoice information shall be entered by us over e-Firm portal. The date of invoice made out by us cannot be prior to the date of receipt of TURKCELL GROUP except for invoices made out with written consent given by TURKCELL GROUP prior to issuance of the invoice. If this is the case, TURKCELL GROUP is entitled to start the payment due date of the invoice from the date of receipt.
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- In case where the invoice cannot be put into process due to failure by us to enter the invoice information into the e-Firm portal, TURKCELL GROUP shall assume no responsibility for such failure.
- We acknowledge, represent and undertake that we are liable to ensure that all the information on e-Firm portal is accurate and current and we shall be liable to indemnify any damages which shall otherwise come into existence.
- We acknowledge and undertake that, **in case the invoice information entered by us on the system is approved by TURKCELL Financial Operation Center, we are liable to send the original invoice to TURKCELL Financial Operation Center** (which is at the address Aydınevler Mahallesi İnönü Caddesi No: 20 Küçükyalı Ofispark Maltepe Istanbul).
- PO (Purchase Order) number and receipt number are required to be written on the invoice;

otherwise, TURKCELL GROUP reserves the right to return the invoice / keep waiting the payment thereof.

We acknowledge and undertake that, in case we fail to adhere to the delivery date we confirmed over e-Firm, TURKCELL GROUP reserves the right to cancel its order and apply penalty at the rate of 0.2% (two per thousand) of the total order amount for each day of delay in the delivery without any obligation to substantiate any damage or loss of it. We further acknowledge, represent and undertake that, in case we neglect to inform TURKCELL GROUP of the delays in delivery, TURKCELL GROUP shall have the right to increase the penalty rate at the rate of the ten percent (10%) of the order amount and TURKCELL GROUP reserves also the right to claim the penalty amounts contained in Article 13 hereof and to be included in supplemental agreements separately.

7.6. TURKCELL GROUP may cancel a written order without any obligation to pay any penalty or indemnity on its part. We acknowledge, represent and undertake that, in case TURKCELL GROUP cancels the order, the responsibility of TURKCELL GROUP is limited to payment of the expenses made by us obligatorily and substantiated again by us due to such order and the aggregate sum payable by TURKCELL GROUP shall in no way exceed the 10% (ten percent) of the total order sum.

7. TAXES, DUTIES AND FEES:

8.1. The prices specified in this Letter of Commitment / Agreement and the annexes hereto / thereto are not inclusive of Value Added Tax (VAT) which shall be paid by TURKCELL GROUP in addition to the price. Any and all taxes, duties, withholding taxes, fees and expenses except for VAT required to be paid due to this Letter of Commitment / Agreement and the annexes hereto / thereto shall be borne by us. In case of failure by us to do so, any responsibility shall lie with us and TURKCELL GROUP reserves the right to have recourse to us exactly for any damages it is to incur due to situations where TURKCELL GROUP sustains any penalty or pays indemnity to any third parties or is caused to enter into any obligation towards third parties as a result of any lawsuit brought by deeming TURKCELL GROUP to be a party in any lawsuit so brought or in other situations. We hereby acknowledge, represent and undertake that we are liable to pay such requested



amount to TURKCELL GROUP upon first demand by TURKCELL GROUP without the need for production of any judgment therefor. For invoices issued in the name of TURKCELL GROUP and containing the obligation of withholding, the amount of withholding should be specified on the invoice.

- 8.2. The amount of stamp tax to arise from signing this Letter of Commitment and all the agreements entered into in addition to this Letter of Commitment shall be paid by us within the period stated in the relevant legislation. We hereby acknowledge, represent and undertake that, in case of non-payment or late payment thereof, any responsibility with respect to the same shall lie with us and any and all kinds of damages and losses TURKCELL GROUP may sustain with respect to the same shall be borne by us and we shall convey to TURKCELL GROUP the evidencing document or information indicating that stamp tax has been declared and paid in full and in a timely manner (stamp tax seal affixed to the Letter of Commitment, accrual certificate, tax office receipt, tax collection receipt, photocopy of the stamp tax book page, stamp tax return, etc.) within 30 (thirty) days at the latest from signing this Letter of Commitment.

9. **ADDITIONAL REQUESTS:**

In case additional services which are not included in this Letter of Commitment and the annexes hereto are requested, we shall submit a written assessment to TURKCELL GROUP regarding such additional services and the fees to be charged before commencing such a service offer and after submission of such assessment, TURKCELL GROUP shall notify in writing us of its decision on whether it has accepted or not such assessment. So long as written approval of TURKCELL GROUP does not exist, no change in prices and in the scope shall be made. The changes to be made shall, if deemed necessary by TURKCELL GROUP, be followed up with supplementary protocols.

10. **RECONCILIATION:**

- 10.1. We acknowledge, represent and undertake that we are obliged to notify in writing our agreement to or objection against the reconciliation letters sent by TURKCELL GROUP to us via e-Firm, e-mail, fax or Supplier Management System in monthly or quarterly



periods and at the end of the year within 7 (seven) days from the date on which such reconciliation letters are sent to us; otherwise, we shall be deemed by TURKCELL GROUP to have acknowledged the letter of reconciliation sent by TURKCELL GROUP and, in case if failure to reach an agreement, the Parties hereto shall exert effort mutually to eliminate the disagreement and the Parties are liable to deliver the information and documents necessary in relation to the differences determined during reconciliation to the other Party within 1 (one) week.

10.2. No payments shall be made to us (even if there are due receivables) until reconciliation of current account is ensured between the Parties hereto. We acknowledge, represent and undertake that we shall not claim any interest, delay penalty and/or any exchange difference against TURKCELL GROUP for sums not paid within this period and the due amounts shall be paid to us on the first TURKCELL GROUP payment day following completion of the reconciliation process and, if we are working with more than one TURKCELL GROUP Companies, and in case reconciliation has not been completed with one of the TURKCELL GROUP Companies, no payment shall be made to us by any TURKCELL GROUP Company until completion of reconciliation. For reconciliation and the questions within this scope, we shall use the address mutabakat@turkcell.com.tr.

11. CODES OF CONDUCT AND LEGAL OBLIGATIONS:

We acknowledge, represent and undertake that, while performing our obligations, we are required to follow, comply with all the relevant legislations and ensure that we work in compliance with the Labor Law and relevant legislation and within this scope, the following titles are expected to be taken into consideration by us which are also expected to be made dominant over our working principles.

- Forced Labor: We acknowledge, represent and undertake that we shall not employ forced labor using force on our employees in any way and we know that this requirement comprises also forced labor employed in prisons, employment against debt with high interest or other forms of employment of similar nature.
- Child Labor: We shall not employ child labor. Unless a higher age limit is specified in local laws, anyone who has not completed the compulsory education and is under 15 years

of age shall not be employed by us (within the scope of International Labor Organization (“ILO”) Minimum Age Convention No. 138). Those who are under 18 years of age shall not be employed in works posing danger and in night works for the purpose of meeting their education needs.

- Abuse: Our employees shall not be left exposed to corporal punishments or physical, sexual, psychological or verbal abuse or aggression.
- Bribe: We cannot offer bribe to any TURKCELL GROUP employee under any name whatsoever and under any circumstances.
- Indemnity: The wages of the our employees including their salaries and overtime pays shall be ensured to be equal to or over the minimum level specified in the laws and regulations in force with respect to the same.
- Non-discrimination: We shall treat all our employees according to their capabilities and qualifications without any discrimination about them in terms of their race, ethnic origin, language, religion, sexual preference, gender, political and ideological opinion in all our decisions relating to employment on all subjects including, but not limited to, recruitment, promotion, indemnity, benefits, training, obligatory dismissal and termination of job.
- Health and Safety: In order for accidents and injuries to be prevented, we shall provide our employees with a healthy and safe working environment and, if applicable, healthy and safe residence facilities in accordance with local laws in force. For this reason, we shall carry out activities to decrease the risks threatening the potential employee safety and create systematic activities assuring the health and safety of our employees by taking into consideration the relevant standards and laws.
- Environment: We acknowledge, represent and undertake that we shall be in the position to be able to prove that we comply fully with all legal arrangements in relation to protection of environment in all our activities.

12. TERM OF THE FRAMEWORK LETTER OF COMMITMENT, BREACH OF THE LETTER OF COMMITMENT AND TERMINATION:

12.1. Term

We acknowledge and undertake that this Letter of Commitment shall enter into force on 09.05.2024 and remain in full force and effect for an indefinite period so long as TURKCELL GROUP does not have any contrary demand.

12.2. Termination

12.2.1. Termination upon giving notice

12.2.1.1 We acknowledge, represent and undertake that TURKCELL GROUP is entitled to terminate this Letter of Commitment and/or the supplemental agreements and/or order forms to be signed as annexes hereto collectively or separately at such time as it wishes unilaterally without the obligation to pay any indemnity, penalty, expense, etc. upon giving a prior notice of 15 (fifteen) days in writing and without asserting any reason therefor and In this case, the rights and receivables of TURKCELL GROUP s due and payable until the date of termination shall remain reserved .

12.2.1.2.In the event that one or several provisions of Letter of Commitment and/or the supplemental agreements and/or order forms are violated, TURKCELL GROUP requests such violation to be stopped within 7 (seven) days by means of the written notice to be given. We acknowledge, represent and undertake that, in the event that such violation is not stopped at the end of this period of 7 (seven) days, TURKCELL GROUP may terminate the Letter of Commitment and/or the supplemental agreements and/or order forms collectively or separately with immediate effect without paying any sum including, but not limited to, any indemnity, penalty, expense, etc. and in cases where it is not objectively possible to eliminate the breach, there is no obligation to give a deadline and in this case, TURKCELL reserves the right to claim compensation for the damages incurred/to be incurred due to such violations.

12.2.2. Immediate Termination

12.2.2.1. We acknowledge, represent and undertake that, in case TURKCELL GROUP determines that we, our group and/or affiliated companies and/or our partners, General Managers and Vice General Managers, employees, officials, members of board of directors, consultants, suppliers and/or persons authorized to represent and bind us have been involved in activities and acts violating the national/international safety, public order and/or have been in relationships with persons or institutions being involved in said activities either directly or indirectly in such a way that such activities and acts would constitute offence within the scope of Turkish Penal Code No. 5237, Anti-Terror Law No. 3713, Code of Criminal Procedure No. 5271, Decree Laws and other related legislations and/or the decision of any official authority in relation



thereto has been obtained, (such as but not limited to the court decree on detention, arrest, conviction of real persons; investigation conducted by security units or the authority of prosecution office; court decree on appointment of a trustee in relation to legal entities) and/or they have been detained for more than 90 (ninety) days and/or convicted of crimes against the constitutional order and the functioning of this order listed in Chapter 5 of the Turkish Penal Code,, TURKCELL GROUP reserves the right to terminate the Letter of Commitment and/or all the agreements signed between the Parties unilaterally with immediate effect without the need for payment of indemnity, penalty, expense, etc. and not to pay, if any, any kinds of claims of ours including our accrued claims.

12.2.2.2. We acknowledge, represent and undertake that, in cases of unlawful intervention or virtual (cyber) attack that may adversely affect the activities of TURKCELL GROUP and/or the performance of the work subject to the Agreement, which may occur/there is a risk of occurrence towards the information networks and systems belonging to or provided by us to TURKCELL GROUP, TURKCELL GROUP is entitled to to unilaterally terminate the Agreement and/or the supplementary agreements/order forms etc. attached to the Agreement unilaterally and immediately without paying any compensation or other consideration.

12.2.2.3. We acknowledge, represent and undertake that, in case of any order of bankruptcy, order of suspension of bankruptcy, going bankruptcy against us, we becoming insolvent in payment of our debts, appointment of a trustee against us, we being handed over to Saving Deposits Insurance Fund, failure by us to comply with the court decrees, change in our shareholding structure and/or shareholders (including the share transfers to take place among the subsidiary companies, controlling company or affiliates in the group of companies), TURKCELL GROUP reserves the right to terminate the Letter of Commitment unilaterally and with immediate effect without the need for payment of any indemnity, penalty, expense, etc.



12.2.3. Suspension

We acknowledge, represent and undertake that in the event of occurrence of circumstances that may lead to termination of the Agreement or breach of the obligations under the Agreement, TURKCELL GROUP may, without prejudice to its right of termination; (i) suspend its obligations under the Agreement partially or completely and/or (ii) suspend or request the suspension of the service subject to the Agreement and/or (iii) reduce or request the reduction of the service level. In the event of such a situation, the Company shall not have any claim for compensation, expense, loss of income, etc. from TURKCELL GROUP. We further acknowledge that In the event of such a situation, we shall not have any claim for compensation, expense, loss of income, etc. from TURKCELL GROUP

12.2.4. Consequences of Termination / Expiration / Suspension

12.2.4.1. We acknowledge, represent and undertake irrevocably that, in case the Letter of Commitment, the supplemental agreements and/or order forms are terminated due to any reason whatsoever or expire prematurely or suspended, we shall return, if any, the sums paid in advance (together with the commercial interest thereof to accrue from the date of payment) in relation to the period after the date of termination and, if any, the documents of confidential nature and movables, equipment, etc. delivered to us by TURKCELL GROUP for any reason to TURKCELL GROUP within 3 (three) days from the date of termination and indemnify any and all damages of TURKCELL GROUP having arisen due to termination and/or suspension for any reason whatsoever, upon its first demand without the need for production of any judgment therefor, and that we shall not take any act and/or action which shall give rise to any outcome against TURKCELL GROUP. We acknowledge, represent and undertake that we cannot make any set off against, and any deduction from, the sum to be refunded or assert exchange under any name whatsoever on grounds that we have made expenses and expenditures.

12.2.4.2. We acknowledge, represent and undertake in advance that, in cases where the Letter of Commitment, the supplemental agreements and/or order forms are terminated and/or suspended by TURKCELL GROUP due to reasons mentioned in the above article, we shall not claim from TURKCELL GROUP any indemnity asserting that TURKCELL

GROUP has acted contrary to good faith or asserting any other reason. We acknowledge, represent and undertake that termination or expiration hereof due to any reason shall not relieve us of our obligations until the moment of termination/suspension.

12.2.4.3. We acknowledge, represent and undertake that, even in case where the Letter of Commitment, the supplemental agreements and/or order forms are terminated, the obligation with respect to intellectual property rights, warranty, confidentiality, penalty and use of trademark contained in the Letter of Commitment, the supplemental agreements and/or order forms shall continue to remain in force.

12.2.4.4. We acknowledge, represent and undertake that, during the process of termination/expiration/suspension of the Letter of Commitment, the supplemental agreements and/or order forms due to any reason, we are obliged to abstain from acts and actions to give rise to damages of TURKCELL GROUP in any way whatsoever, not to provide any information to third parties without written consent of TURKCELL GROUP or not to make any disclosure to the same and to be in cooperation with TURKCELL GROUP during this process.

13. PENALTY:

13.1. We hereby undertake that, in case we act contrary to this Letter of Commitment or the supplemental agreements constituting an integral part hereof and order forms or fail to fulfill the provisions of this Letter of Commitment and supplemental agreements, order forms either in part or in whole, we shall pay penalty to TURKCELL GROUP as much as the total work cost being subject of the relevant supplemental agreement or order form in terms of the supplemental agreement against which contrariety has taken place save for TURKCELL GROUP's right to claim specific performance/elimination of contrariety, indemnity and/or its damages entirely. We acknowledge, represent and undertake that TURKCELL GROUP reserves also the right to claim the penalty regulated in supplemental agreements.

13.2. We acknowledge, represent and undertake that we shall further indemnify any and all pecuniary and non-pecuniary damages TURKCELL GROUP shall sustain due to contrariety to this Letter of Commitment or the supplemental agreements constituting an integral part hereof and order forms.



- 13.3. We acknowledge, represent and undertake that, in case of penalty claim by TURKCELL GROUP, TURKCELL GROUP reserves the right to claim indemnification of its damages arising from this Letter of Commitment and terminate the Letter of Commitment, the supplemental agreements and/or order forms to be signed as annexes to the Letter of Commitment separately or collectively.
- 13.4. We acknowledge, represent and undertake in advance that we shall not assert that the penalty referred to in this penal clause is illicit nor shall we sue and claim that it be reduced, and in case of demand, we shall not object to penalty and not abstain from paying the same and, besides, the fact that penalty has not been claimed by TURKCELL GROUP within the term hereof shall not mean that it has waived such right and a commercial practice has come into existence.
- 13.5. We acknowledge, represent and undertake in advance that, in case of any dispute arising between the Parties hereto with respect to application of this penal clause, the burden of proof that the obligations arising herefrom have been fulfilled by us in full and in a timely manner shall lie with us in any conditions and circumstances.
- 13.6. We acknowledge, represent and undertake that penal clause invoices, electronic invoices or printed invoices shall be notified to us via postal service and that commercial interest shall be accrued for invoices not paid within 30 (thirty) days from the date of invoice.

14. RESPONSIBILITY/INDEMNITY:

14.1. We acknowledge, represent and undertake that the only respondent to any kinds of assertions and claims that may be directed to TURKCELL GROUP due to our commitment and obligations hereunder is us and we shall pay any administrative and judicial fine or indemnity which TURKCELL GROUP shall have to sustain in this scope as well as any and all kinds of direct and indirect damages TURKCELL GROUP may sustain upon its first demand and without the need for production of any judgment and refund the amounts paid to us as per this Letter of Commitment to TURKCELL GROUP save for TURKCELL GROUP's any right of claim for surplus arising from this Letter of Commitment and law.

14.2. The Company acknowledged, represented and undertaken that, in this case, the only respondent and prime responsible is the Company and that it shall not have recourse to TURKCELL GROUP due to any reason, and it is responsible on its own for any and

all kinds of claims and disputes to be directed by official authorities, right holders and/or third parties and institutions and the legal, administrative and penal consequences thereof as well as the expenses related thereto and TURKCELL GROUP does not have any responsibility on this subject under any name whatsoever.

14.3. We acknowledge, represent and undertake that we shall not make any claim for receivable/lost profit/if any, damages arising, etc. from TURKCELL GROUP under any name whatsoever during the term hereof and have waived the same

14.4. We acknowledge, represent and undertake that, in case of termination of the Letter of Commitment due to any reason, and/or without exercising any right of termination granted to it hereunder, TURKCELL GROUP reserves the right, during the term hereof, (a) to collect all its rights, claims and damages including the penal clause and indemnity referred to herein, (i) to convert, if any, the guarantee letter submitted by us into cash and/or, (ii) to claim the same in cash and/or (iii) to collect its claims by setting off the same against, if any, our claims or (b) to suspend our claims from TURCELL GROUP within the scope hereof temporarily.

15. INTELLECTUAL and INDUSTRIAL PROPERTY RIGHTS:

We acknowledge, represent and undertake that TURKCELL GROUP does not assign or transfer and/or grant permission for use of, any intellectual and industrial property right on any trademark, patent, utility model, industrial design, and intellectual and artistic work or any financial or incorporeal rights arising from Law of Intellectual Property Rights to us.

16. GENERAL PROVISIONS:

16.1. Confidentiality and Information Security

We acknowledge, represent and undertake that, in case of existence of any Confidentiality Agreement/Letter of Commitment signed and in force between the Parties hereto, the provisions of such Confidentiality Agreement/Letter of Commitment shall apply to all subjects in relation to Confidential Information (except for Confidentiality Agreements signed in particular for a specific different business other than the scope hereof). In case of non-existence of such a Confidentiality Agreement Confidentiality Agreement/Letter of Commitment or Confidentiality Agreement/Letter of Commitment has been terminated or become ineffectual,

the following provisions shall apply.

Any information, invention, business, method, advancement and patent, copyright, trademark, trade secret and any kinds of other innovations even if not protected legally, which are disclosed by any of the parties itself, its employees, agents, consultants, sub-contractors, proxies to employees, agents or workers of the other party and any and all commercial, financial and technical information as well as subscribers and services provided to subscribers and personal information that the Parties have learned / shall learn from each other during commercial relationship between them in writing or verbally are deemed to be "Confidential Information". We acknowledge, represent and undertake that we are aware of the fact that the Parties hereto undertake that they shall consider any and all information they have learned / shall learn about each other, whether notified to be or not to be confidential, other than those known to third parties legally with respect to this Agreement / Letter of Commitment and/or due to performance of the Agreement / Letter of Commitment to be confidential information or trade secret and not provide, disclose such information to third parties or public except for legal obligations or they shall abstain from acts to be able to result in this way.

The Letter of Commitment itself and its substance may contain INTERNAL INFORMATION required to be maintained by respective addressee(s) until the same is regarded as information disclosed to public in accordance with the legislation of the Capital Markets Board (CMB). Internal information has been defined as information not disclosed to public yet, which shall be able to affect the value of the capital market instrument and the decisions of investors, within the framework of the Communiqué with Serial Number II-15.1 of CMB. In case of failure to comply with the situation of confidentiality, any administrative and/or penal sanctions may be imposed.

The responsibilities assumed by us within the scope of this Article towards TURKCELL GROUP shall apply exactly also to the affiliates/subsidiaries of TURKCELL GROUP, their employees, agents, consultants, sub-contractors and proxies.

We hereby acknowledge, represent and undertake that, in case we connect to TURKCELL GROUP sources by provision of remote access via VPN, the following conditions for remote access shall be valid:

- The system(s) approved on the access request form filled up by the contact at TURKCELL GROUP may be accessed over the approved network service(s) only. Information shall be given



by TURKCELL GROUP contact.

- The accesses shall be recorded and monitored permanently. After accessing to approved system(s), no other system and network service can be accessed nor can even any attempt to access be made. In case such an attempt is determined, the relevant persons at TURKCELL GROUP and us are notified and access may be cancelled.

The user IDs and passwords designated for our users are for use of our relevant employees only. Their security and not sharing them are under our responsibility. We acknowledge, represent and undertake that, if any abuse or security violation is determined with the name of any user of us, we shall be responsible for the same.

16.2. Protection of Personal Data

We acknowledge, represent and undertake that, in case of existence of any Agreement/Letter of Commitment signed and in force between the Parties hereto, the provisions of such Agreement/Letter of Commitment shall apply to all subjects in relation to personal data (except for Agreements for Protection of Personal Data signed in particular for a specific different business other than the scope hereof). In case of non-existence of such Agreement/Letter of Commitment or Agreement/Letter of Commitment has been terminated or become ineffectual, the following provisions shall apply.

In relation to all personal data including those belonging to mainly TURKCELL GROUP, affiliates of TURKCELL GROUP, their employees, subscribers and users, which are defined "personal data" within the framework of the current legislation on protection of personal data, we hereby acknowledge, represent and undertake that:

- a. we, as "the data processor", shall process the personal data to the extent mandatory for provision of the Services decided between the Parties only within the framework of the Services we provide to TURKCELL GROUP as "data processor" within the scope of the Law No. 6698 on Protection of Personal Data and/or within the framework of the written instructions of TURKCELL GROUP and, *in cases where otherwise is not regulated hereunder, we shall not access to personal data without the written approval of TURKCELL GROUP nor shall we take any actions meaning that personal data is processed, changed or deleted;*
- b. in operations we are to realize within the framework of paragraph (a), we shall take any and all technical measures in compliance with Article 12 of the Law on Protection of Personal Data

and other relevant legislation for ensuring the confidentiality and security of personal data and prevention of access by unauthorized persons to personal data as well as prevention of unauthorized sharing;

- c. we shall not use the personal data for purposes other than the intended purpose obligatory for provision of Services decided between the parties nor shall we share the same with third parties without written instruction by TURKCELL GROUP;
- d. we shall return and delete, destroy or anonymize all the copies of personal data accessed as a requirement of the Services offered to TURKCELL GROUP and/or as per the written instruction of TURKCELL GROUP (unless there is any legal arrangement, court or official authority decision to the contrary) when the requirement of the Services and/or instruction disappears or when so requested by TURKCELL GROUP;
- e. we shall act in compliance with the Law on Protection of Personal Data, Electronic Communication Law and their secondary legislations and other domestic-overseas legislation in force applied to the personal data processed as well as the obligations required/to be required by competent administrative authorities, mainly, Information and Communication Technologies Authority and take the necessary measures;
- f. we shall provide support on sharing the necessary information and documents upon demand by TURKCELL GROUP for the requests of persons such as related persons or public institutions for accessing to data or information to be able to be responded with respect to personal data we, as the data processor of TURKCELL GROUP, process; we shall fulfill the necessary action for the requests, instructions and questions of TURKCELL GROUP as the data controller in the shortest period;
- g. when we receive an information request or application within the scope of the Law on Protection of Personal Data and relevant legislation with respect to the personal data we process as “the data processor” within the framework hereof, in cases where the data controller is TURKCELL GROUP, we shall provide it with information within 5 (five) days at the latest;
- h. in the event that we come to know that the personal data shared with us for data processing activity have been processed/accessed/shared for purposes other than those referred to in paragraph (a) or the stated security measures cannot be ensured, we shall notify TURKCELL GROUP of the same within a shortest period;

- i. we shall inform our employees, sub-contractors and employees of sub-contractors and take any necessary technical and administrative measures for this purpose for ensuring that our obligations in relation to personal data referred to in this Article are fulfilled; and
- j. in the event that we fail to fulfill our obligations in this Article or TURKCELL GROUP sustains damages from data processing activities we are to perform outside of the purposes hereunder or the instructions of TURKCELL GROUP contrary to the paragraph (a) or TURKCELL GROUP is required to pay any indemnity/penalty as a result thereof, TURKCELL GROUP shall not be responsible and shall have recourse to us for such sums sustained by it.

We acknowledge, represent and undertake that we are aware of the fact that TURKCELL GROUP may process the personal data hereunder as “the data processor” within the framework of our demands and instructions to be recorded by the parties as referred to herein or to be conveyed by us during the use of the Services; TURKCELL GROUP as “the data processor” shall not use the personal data for purposes other the purposes referred to in this Article unless required by any legal regulation, court or official authority decision to the contrary and it shall take any administrative and technical measures allocated to data processor within the scope of the obligations in relation data security referred to in Article 12 of the Law No. 6698 on Protection of Personal Data.

We acknowledge, represent and undertake that TURKCELL GROUP is not responsible for the fact that personal data to be conveyed by us to TURKCELL GROUP within the scope of the Services have been collected legally, the persons have been notified and, in cases where necessary, respective express consents have been received, and in case TURKCELL GROUP sustains damages due to lack of administrative or technical security measures and is required to pay any indemnity/penalty as a result thereof, it shall have recourse to us for such amounts.

16.3. Force Majeure

Natural disasters, wars, mobilization, fire, government and administrative authority decisions and similar circumstances occurring in such a way that that they may suspend the obligations assumed by all or any of the Parties hereto by means of the Letter of Commitment either in part or in whole, temporarily or permanently, without fault or negligence on their part, and/or make it impossible the same are deemed to be force majeure circumstances. The Parties shall not be

responsible towards each other due to failure to fulfill their obligations against these kinds of events. So long as the essential components of the Letter of Commitment may be performed, the situations listed above shall not be assessed to be force majeure or any situation preventing the performance. The Parties shall notify the other Party of the occurrence of force majeure events promptly and in writing and evidence the same using official documents. In case this circumstance lasts 3 (three) months, the Letter of Commitment shall be deemed to have been suspended during this 3-month period. In case at the end of this 3-month period the Parties agree on continuation of the Letter of Commitment, the period suspended shall be added to the end of the term of the Letter of Commitment. In case of the Parties failing to agree on this, the Letter of Commitment shall be deemed to have expired automatically at the end of the 3-month period. We acknowledge, represent and undertake that the Parties shall not make any claim against each other for the period suspended and the obligations that have become due before the occurrence of Force Majeure shall not be affected by Force Majeure.

We acknowledge, represent and undertake that the provisions of confidentiality in the Letter of Commitment shall continue to be valid and binding even in force majeure events.

16.4. Business Continuity and Audit

We acknowledge, represent and undertake that, with respect to the Service being the subject of this Letter of Commitment, TURKCELL GROUP reserves the right to audit us on a periodical basis or at such time as it wishes either on its own and/or third party companies in order to assess to what extent we are ready for any situations including, but not limited to, natural disasters (earthquake, flood, landslide, etc.), fire, disaster, cyber-attack and the like which shall affect the business continuity directly or indirectly or in order to determine whether contractual obligations are fulfilled by us independently from the obligations of business continuity and we shall provide it with the necessary sources and support during such audits.

We acknowledge, represent and undertake that the auditing right of TURKCELL GROUP under this Article shall not be interpreted as eliminating our obligations arising from the Agreement and the legislation and our responsibilities arising therefrom.

We acknowledge, represent and undertake that TURKCELL GROUP reserves the right to audit on its own or have audited us through third party companies at such times as it



wishes in any condition affecting us according to ISO 22301 Business Continuity Management System and ISO 27001 Information Security Management System standards in force with respect to the Service being the subject of this Letter of Commitment and we shall provide it with the necessary sources and support during such audits.

According to the audit and assessment results, TURKCELL GROUP may request us to eliminate the risks and deficiencies identified by it and to take necessary measures. We acknowledge, represent and undertake that we are obliged to eliminate the said risks and deficiencies within the given period or immediately if no period is specified and to take the necessary measures in a timely, full and complete manner.

TURKCELL GROUP reserves all the rights to take the necessary measures with respect to elimination of the risks and deficiencies determined.

We acknowledge, represent and undertake that, save for the unilateral discretion of TURKCELL GROUP, in the event that such deficiencies cannot be eliminated and the necessary measures cannot be taken in a full and complete manner, TURKCELL GROUP reserves the right to claim all its rights for surplus and terminate this Letter of Commitment and/or cover its damages having arisen or to be able to arise from our claims arising herefrom and, if any, claim the exceeding part thereof, and the fact that audit has not been conducted by TURKCELL GROUP and/or third party appointed by TURKCELL GROUP and/or not any deficiency and/or risk has been determined by TURKCELL GROUP and/or third party appointed by TURKCELL GROUP during audit shall not relieve us of our obligations arising from this Letter of Commitment and not grant any right to us.

- Besides, we acknowledge, represent and undertake that, in case where TURKCELL GROUP requests so, we are required to attend information security and business continuity drills and/or tests and all the surveys sent shall be filled up by us correctly, in a timely manner and as requested.
- We acknowledge, represent and undertake that we are also required to have a business continuity management system and, when requested by TURKCELL GROUP, we are required to appoint an authorized representative and share the communication information of such representative with TURKCELL GROUP for us to cooperate with

the Business Continuity team of TURKCELL GROUP and, in case of any disaster or calamity, we are liable to continue the product and/or service deliveries impacting on business continuity targets of TURKCELL GROUP and comply with the instructions of the Business Continuity team of TURKCELL GROUP.

16.5. Transfer and Assignment

We acknowledge, represent and undertake that we shall in no way transfer this Letter of Commitment to any third party nor shall we make any third party the partner of our responsibilities, rights and claims registered in this Letter of Commitment and therefore in relevant legal provisions nor shall we assign these rights and claims of ours to third parties due to any reason whatsoever.

TURKCELL GROUP is at all times entitled to transfer/assign this Letter of Commitment or its rights and claims hereunder to third parties.

16.6. Right of Exchange-Set Off-Right of Retention

TURKCELL GROUP may collect its own receivables and/or those of TURKCELL GROUP Companies through exchange, offset methods from receivables of ours without the need for approval by us. Likewise, in the event that we have outstanding debts to TURKCELL GROUP and/or TURKCELL GROUP Companies even after they become due and payable, TURKCELL GROUP may either deduct such amounts from our receivables under this Letter of Commitment or may refrain themselves from making their payments to us under this Letter of Commitment until such amounts are paid.

We acknowledge, represent and undertake that TURKCELL GRUP reserves the right to keep the goods delivered to it by our Company in any manner whatsoever or to convert it into cash against its receivables.

We represent, acknowledge and undertake that we waive our right to exchange and set-off our rights and receivables under this Agreement, supplementary agreements and/or order forms against the receivables of TURKCELL.

16.7. Release

Within any kinds of contractual / commercial relationships established prior to signature date of this Letter of Commitment, we hereby acknowledge, represent and undertake irrevocably that TURKCELL GROUP has performed all its acts and obligations within this scope in full, in a timely fashion and properly and not any obligation and responsibility of TURKCELL



GROUP under any name whatsoever have remained due to this reason and that it shall not claim any receivables, rights from TURKCELL GROUP under any name whatsoever, and, even if it has any rights or receivables, it has waived these rights and receivables and any assertion, claims and lawsuit in relation thereto, therefore, it has released TURKCELL GROUP in the broadest sense.

16.8. Notification

Notifications to be given within the scope of Article 18/III of the Turkish Commercial Code No. 6102 shall be made through notary public, registered letter or registered electronic mail system using secure electronic signature. Except for these, all notifications to be made under the Agreement may be delivered to the addresses specified in the Agreement by hand against signature or by courier or by e-mail provided that the receipt is confirmed. We hereby acknowledge, represent and undertake that unless address changes are notified to the other Party in writing or even if the KEP or e-mail addresses are inaccessible for any reason, notifications made to the addresses stated hereunder shall be valid and shall have the legal consequences of a valid notification duly made.

16.9. Waiver

We hereby acknowledge, represent and undertake that failure by any of the Parties hereto to exercise any of the rights and powers granted to it hereunder cannot be construed that such Party has waived such right or power and therefore such right or power has been removed; besides, this situation cannot be the source of emergence of a commercial practice between the Parties in this way.

16.10. Principles of Implementation of the Letter of Commitment

We hereby acknowledge, represent and undertake that all the articles of this Letter of Commitment and the Annexes hereto are considered to take effect individually and if for any reason one or several of the provisions of the Letter of Commitment and the Annexes hereto are required to be annulled or become unenforceable, this condition shall not mean the annulment of the entire Letter of Commitment and all other articles of the Letter of Commitment shall continue to be valid separately.

16.11. Amendment to the Agreement

We hereby acknowledge, represent and undertake that unless otherwise expressly agreed herein, the amendments to the Agreement shall be effective only if signed by our authorized representatives.

16.12. Validity of Records

16.13. Considering the fact that the data within the scope of the Agreement are stored accurately and securely in TURKCELL GROUP systems in accordance with international standards, especially ISO27001, we hereby acknowledge, represent and undertake that commercial books and records and digital records of TURKCELL GRUP shall be taken as basis and shall constitute conclusive evidence in case of any conflict between the records of the parties and that TURKCELL GROUP is released from tendering oath and that this article is in the nature of a conclusive evidence agreement within the meaning of Article 193 of the Code of Civil Procedure, and that this article does not make the use of the right of proof impossible or extraordinarily difficult. Entire Letter of Commitment.

All articles hereof and the Annexes hereto as well as every order form are considered to be processed separately and if any one or several of the provisions of the Letter of Commitment and the annexes hereto is/are required to be cancelled or become(s) unenforceable, this situation shall not mean the cancellation of the entire Letter of Commitment and all other articles of the Letter of Commitment shall continue to survive individually. For the invalid part, the Parties shall use their best efforts to include a valid clause to the same effect

16.14. Settlement of Disputes

The Parties shall show maximum effort to be able to settle the disputes that may arise within the framework of mutual negotiations and in good faith. We acknowledge, represent and undertake that, in settlement of any disputes arising out of this Letter of Commitment between the Parties hereto, Turkish Law shall apply and Istanbul Anatolian Side Courts and Enforcement Offices shall have exclusive jurisdiction.

16.15. Representations, Commitments and Guarantees

In fulfilling their obligations under this Agreement, the Company shall comply with legislation, judicial and administrative decisions and/or relevant national and international standards.

The Company agrees that the Agreement shall not be construed against the drafting Party.

The Company acknowledges, represents and undertakes that it has all the necessary rights and authorizations to fulfill the obligations under this Agreement and that it has obtained the



necessary permissions from the relevant persons and institutions.

16.16. Entry into Force

We hereby acknowledge, represent and undertake that we have read, understood, negotiate this Letter of Commitment and, within this scope, accepted each and every article hereof separately.

We further acknowledge, represent and undertake that this Letter of Commitment has replaced, if any, the framework letters of commitment signed between the Parties hereto prior to this Letter of Commitment and that the provisions of this Letter of Commitment shall apply to all supplemental agreements signed as annexes to prior framework letter of commitment as of the effective date of relevant supplemental agreements.

ANNEXES

Annex 1: Anti-Bribery and Anti-Corruption Principles

Annex 2: Letter of Commitment for Use of DBS Partner Portal

Annex 3: Trade Registry Certificate and Notarized List of Authorized Signatures of the Company

Title of the Company:

SIGNAL GROUP CONSULTING, LLC

Company Seal and Authorized Signature

Date:

ANNEX-1

Anti-Bribery and Anti-Corruption Principles

- 1) We acknowledge, represent and undertake that all real and/or legal persons, including, but not limited to, our employees, agents, consultants, contractors and sub-contractors we employ for the provision of the Services in connection herewith shall:
 - a) not offer and/or promise bribe or illegal payments or make these kinds of payments to any Public Official and/or accept these kinds of payments offered and/or promised;

- b) not exhibit any attitude either intentionally or negligently which shall cause us or TURKCELL GROUP or its direct or indirect shareholders, employees or directors to violate the legislation to which the Parties hereto are subject including, but not limited to (hereinafter referred to as "Legislation"):
- i) the local legislation in force;
 - ii) the international legislation, including, but not limited to, the U.S. Foreign Corrupt Practices Act; and
 - iii) Turkcell Community Anti-Bribery and Anti-Corruption Policy*¹ with respect to bribery and corruption; and
- c) give the necessary information to our employees or provide them with the necessary trainings for ensuring the compliance with the Legislation during the term during which this Letter of Commitment is in force and take such other necessary measures as shall be determined for being able to determine and/or prevent the violations of the Legislation.

We acknowledge, represent and undertake that:

- 2) in case of existence of shares in our shareholding structure being controlled by Public Official or being controlled and/or held directly or indirectly in order to provide benefit to Public Official and/or his/her relatives, we shall disclose the information requested with respect to the subject as requested and promptly in full (this obligation shall not be applied to for public companies);
- 3) so long as this Letter of Commitment is in full force and effect and for minimum 5 (five) years from expiration / termination hereof, we shall keep and maintain the records, books, invoices, receipts and/or related documents in relation to payments made by provision of money or finance in any way correctly and properly in compliance with the relevant legislation in connection herewith;
- 4) when this Letter of Commitment expires or is terminated or within minimum 5 (five) years from expiration / termination hereof, we shall, when demanded, declare in writing that we have acted in compliance with the regulations in relation to fighting against bribery and corruption referred to herein as well as the provisions of the Legislation;

¹ *<https://s.turkcell.com.tr/SiteAssets/Hakkimizda/yatirimci-iliskileri/documents/pdf/rusvet-ve-yolsuzlukla-mucadele-politikasi.pdf>



- 5) with respect to the subject Services, we shall accept the payments made by TURKCELL GROUP to a bank account opened in the country in which we are found or in a country where the Services are offered in any way by which follow-up/monitoring/recording of money transfer is to be possible;
- 6) in the event that any accusation is directed and/or trial process is initiated against us in the country in which we are found or where the Services are offered due to bribery, corruption, illegal practices or with the assertion that we have acted contrary to the Legislation, we shall notify TURKCELL GRUP of the same promptly;
- 7) in case where TURKCELL GROUP has reasonable grounds to suspect that one acted contrary to the Legislation, we shall act in cooperation with TURKCELL GROUP and its representatives in good faith for discovery whether such contrariety has taken place or not;
- 8) so long as this Letter of Commitment is in full force and effect and for minimum 5 (five) years from expiration / termination hereof, in case there is reasonable ground to suspect that the provisions hereof have been violated following an incident experienced in our buildings, workplace and land and the facilities in which the business is conducted, we shall permit TURKCELL GROUP's employees and/or third persons appointed by TURKCELL GROUP to audit whether all our obligations assumed on subjects in relation to pricing, invoicing within the scope hereof, the quality and quantity of the products procured as well as related supply processes, Confidential Information, IT and security, protection of personal data and business ethics have been fulfilled completely and correctly on condition that notice is given 1 (one) business day in advance, and 7 (seven) days in advance apart from this and to the extent permissible by local legislation and regulations.*²
- 9) If TURKCELL GROUP has established that this Annex has been breached and/or has objective data to suspect that it has been violated, such violation shall be deemed to be material breach hereof and shall entitle TURKCELL GROUP to suspend the payments made to us or terminate the Letter of Commitment save for other rights of TURKCELL GROUP arising herefrom and the law. In addition to this, in case of the likelihood that such breach will create a penal responsibility against TURKCELL GRUP, the Letter of Commitment shall be terminated promptly upon notice being given to us and without bringing forward exercise of rights for improvement/correction and the like granted to us by in other provisions hereof.
- 10) We acknowledge, represent and undertake that we shall ensure that any business relationship we have established with any third party (real or legal) with which we work with respect to provision of the Services for the obligations provided for herein to be able to be fulfilled is to be bound by a contract and the agreements to be concluded with third parties contain regulations suitable and parallel with the regulations hereunder; however, in any way, the responsibility for making sure that such third parties act in compliance with the provisions of this Article and performing the inspection of the same lies with us and that we are the only

respondent to TURKCELL GROUP for any and all damages that may arise from acting contrary to the provisions of this Letter of Commitment.

- 11) Ultimately, we acknowledge, represent and undertake that we shall be responsible for any and all kinds of damages TURKCELL GROUP and TURKCELL GROUP's direct and indirect shareholders, members of its board of directors, director and employees may sustain as a result of the breach of the articles in this Annex (including, but not limited to, any administrative, judicial and/or penal sanction and penalty to be imposed about them).



ANNEX-2

Letter of Commitment for Use of DBS Partner Portal

- 1) If the Company works with Turkcell Dijital İş Servisleri A.Ş., it undertakes to apply to and register with Digital Business Services (DBS) Partner Portal available at <https://dbspartner.turkcell.com.tr/> and to keep its information therein up to date within the scope of the Agreement. DBS Partner Portal is a management platform where the relevant employees of the Company can access with their mobile lines by obtaining a password as specified in DBS Partner Portal user login section and using this password, provide the information requested by DBS online, make opportunity entries, have access to the relevant sections that can be determined and changed by DBS such as target / premium display, certificates, competencies, etc. and where the information published by DBS is shared. The web address to access this platform shall be determined by DBS and notified to the Business Partner, and the right of DBS to change the web address in question is reserved. The Company acknowledges and undertakes in advance that any transaction to be made through DBS Partner Portal by using the password shall bind the Company and shall be deemed to be made on behalf of the Company.
- 2) The relevant employee, who is assigned by the Company to provide services under the Agreement and who applies to DBS Partner Portal on behalf of the Company, shall access DBS Partner Portal by entering his/her mobile phone number and the password he/she has received as specified on the login screen in order to log in to DBS Partner Portal. The business partner is obliged to ensure that these employees do not allow each other and/or third parties to use the passwords given to them and that transactions are not made on behalf of someone else, since these passwords are private to the relevant employee. In this case, all kinds of responsibility shall belong to the Company solely. In other words, the Company shall be responsible for the security of the password and every transaction to be made using the password shall be deemed to have been made on behalf of the Company.
- 3) When an employee leaves the job, the Company shall immediately deactivate the user profile of the relevant employee through DBS Partner Portal, and hereby agrees and guarantees that these user names and passwords shall not be used under any circumstances, that no transactions shall be made using them, and that the user names/passwords of the relevant employee shall



not be used by other employees and/or third parties during this period when the employee cannot provide service for any reason, and that the Company shall be responsible in case of use.

- 4) The Company acknowledges, represents and undertakes in advance that while fulfilling its obligations under this Agreement, it shall base on the current performance criteria which may be announced by DBS on DBS Partner Portal, that it shall provide services within the such determined criteria and periods, that it shall immediately take the necessary remedial/corrective actions in accordance with the evaluations/feedback to be made by DBS in certain periods, and that it shall be obliged to follow the current information published/sent by DBS on DBS Partner Portal. In case the performance criteria and regulations set forth in the supplementary agreements annexed to the Framework Agreement conflict with DBS Partner Portal regulations, the regulations set forth in the supplementary agreements shall apply.
- 5) Accordingly, the Company acknowledges, represents and undertakes in advance that it knows that the information published/sent through DBS Partner Portal shall be deemed to have been notified to it at the time it is published/sent and that it shall comply with all rules, instructions, notifications and so on, including the Policy, setup, business ethics within the scope of DBS Partner Portal.

