

OBJECTIVE

The third parties shall undersign “Terms of Reference for Third Parties” in order to protect the private and confidential information belonging to the Institution.

DEFINITIONS

The following terms included in this Terms of Reference hereby shall have the meanings;

- a) Firm: means the Third Parties that undersign this Reference with the Institution and accordingly undertake the liabilities and give the declarations stated in the Reference,
- b) Confidential Information: means any kind of information (ideas, notions, techniques, designs, configurations, drafts and sketches, customer data, financial and technical information, visual media etc.) which are used by Farba A.Ş. for their works, activities, customers and transactions and provided by Farba A.Ş. in any form (written, oral or readable by machine) or obtained about Farba A.Ş. during the actions performed by the Institution.

LIABILITIES

- a) We hereby accept and agree that we shall definitely keep the “Confidential Information” hidden, shall not disclose it to third parties or reveal it, shall not keep the copies or utilize it for any reason, accordingly take any physical and electronic precautions pursuant to the provisions of ISO/IEC 27001 Information Security Regulation,

Confidential Information means, including but not limited to,

- a) Any kind of ideas, inventions, works, methods,
- b) Copyrights, patents, know-how and any kind of technical information subject to intellectual property rights,
- c) Classified information in terms of security,
- d) Commercial confidential information,
- e) Technical information—registered or unregistered— (patents and copyrights etc.) accepted to be Confidential by the Disclosing Party,
- f) Any kind of innovation subject to or not subject to legal protection,
- g) Any kind of information, agreement and commercial secrets defined as confidential by each party
- h) Any kind of data included in data based or stored in different digital environments which are disclosed by one party to the other and included in printed or electronic environment and stated to be “Confidential Information” by a stamp, statement or marks.

UNMARKED INFORMATION

Pursuant to the terms of reference hereby, unless the party receiving the information which are not stated to be protected has a private written agreement mentioning otherwise, it shall not be assumed as “Confidential Information” or private and the receiving party shall obtain such information without being subject to any restriction in terms of usage and disclosure.

However, even though it is not defined as “protected”, information which are suspected in terms of their confidentiality for its qualification shall definitely be assumed as “confidential”. For disclosure of this information thought to be confidential, it is necessary that the disclosing party clearly state it is not confidential.

CONFIDENTIALITY OBLIGATION

The responsibility related to the selection of disclosure method of the confidential information to the other shall belong to the disclosing party.

Even if this Terms of Reference is terminated or expired, related to the Confidential Information disclosed, the receiving party accepts and undertakes that,

- a) It shall delete such information within 5 (five) days following the completion of the work stated within the scope between the parties,
- b) It shall only use it with the purposes stated in this scope; it shall not disclose it to any third parties or institution without the written approval of the other Party,
- c) It shall work in the environment provided by the Institution and with the computers accepted to be appropriate by the Institution,
- d) On condition that it receives the permission of the disclosing party and information shall be remain confidential, it might only reveal it to its own officers, any Sub-contractors or suppliers only for that they are related to the subject,
- e) The parties shall ensure that the managers, agencies, employees, workers and other service providers shall comply in accordance with the provisions and conditions stated within this Terms of Reference,
- f) Confidential information shall not, partially or entirely, be published,
- g) It shall, directly or indirectly, not produce or sell the devices which include or use the Confidential Information belonging to Other Party,
- h) the parties shall pay the attention while protecting the information belonging to other party just like they are protecting their own.
- i) In the event the company becomes aware of any breach of safety, it shall be obligated to notify, without any delays, such breach to Farba divison / department personnel by e-mail and by phone.

OBLIGATION TO OFFICIAL AUTHORITIES

Pursuant to the Turkish Penal Law and Turkish Trade Law provisions, each Party shall be obliged to compensate, legally and financially, for the damages and losses that might occur due to the fact that it violates any obligations related to the disclosure of Confidential Information obtained by this Terms of Reference and;



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- a) If it is understood that such information is explained or used, the receiving party shall pay maximum attention to prevent further explanations or usage.
 - b) The receiving party shall inform the disclosing party about the current conditions and shall practice all corrective measurements required by the disclosing party.

LICENSE

No provision included in this reference shall be understood in a way that it provides or points out a license right for any invention or discovery or for any patent, copyright, commercial brand or commercial secret which covers such inventions or discoveries.

MAINTENANCE OF OBLIGATION

Termination or expiration of this Terms of Reference shall not remove the obligations which receiving party has related to protection of information.

VOID STATEMENTS

Any kind of statement or declaration which is related to any information provided with this Agreement and restricts such **information** to be evaluated as Confidential Information is void. This Terms of Reference shall replace such statements and declarations and shall be valid despite them.

TITLES

FTPS and HTTPS services, which will be supplied by FARBA, shall be used for the electronic data sharing between FARBA and the Supplier. The Supplier's access to the related services shall be maintained through the Internet access lines with static IP.

FARBA Group data cannot be shared or stored in storage & transfer services such as Dropbox, Rapidshare, WeTransfer, GDrive, YDrive, OneDrive, etc. through Internet.

This contract is valid for 3 years from the date of agreement.

DATE _____ :

NAME, SURNAME, SIGNATURE AND OFFICIAL SEAL :

TITLE AND ADDRESS OF THE FIRM: