

Terms of Access and Use for the Bravo eSourcing System

Before accessing and using the System, each Seller is required to read and accept these Terms of Access and Use set out below.

Yildiz Holding AS ("**Yildiz**") operates the System to facilitate the flow of information from potential sellers and trading partners and to allow those potential sellers and trading partners to participate in Events via the System (each a "**Seller**").

The Seller wishes to have access to the System for the purpose of providing certain information to Yildiz and/or a Yildiz Group Company and to participate in Events. As such, Yildiz agrees to provide such access to the Seller on the terms and conditions set out below.

1. Definitions

1.1. In these terms and conditions capitalised terms shall have the following meaning:

"Authorised Representative" means each employee of the Seller authorised by the Seller to access the System.

"Bid" means a price quoted by a Seller during or in response to an Event for either the supply or sale of specified goods or services and constitutes a binding offer by a Seller.

"Dutch Reverse eAuction" means an eAuction when the buyer (any Yildiz Group Company) raises the price from a low starting point until a bidder agrees to sell at the stated price.

"eAuction" means the process of different Sellers entering Bids onto the System to compete to win the business (in part or in whole) offered by the relevant Yildiz Group Company for the sale or supply of the goods and/or services to that company. An eAuction may take the form of a Dutch Reverse eAuction, an English Forward eAuction, an English Reverse eAuction, Japanese Reverse eAuction or any other format notified to Sellers within an Invitation.

"English Forward eAuction" means an eAuction when bidding starts at the minimum price acceptable to the seller (Yildiz) and increases with every new bid by a fixed increment. Every bidder knows what price is being bid and the highest price bid acceptable to the seller wins.

"English Reverse eAuction" means an eAuction in which several Sellers offer their items for bidding, and compete for the price which a buyer (any Yildiz Group Company) will accept. The buyer usually has the option to accept any bid or reject all.

"ERFx" (or **"eRFx"**) is an acronym for Electronic Request For [x], where x can be Proposal (RFP), Quotation (RFQ), Information (RFI) or Tender (RFT). Other pseudonymous acronyms include ITT (Invitation to Tender) and PQQ (Pre Qualification Questionnaire).

"Event" means the process composed of ERFx and/or eAuctions and which Sellers are invited to join by an Invitation.

"Yildiz Group of Companies" means Yildiz, any subsidiary or holding company from time to time of Yildiz, and any subsidiary from time to time of a holding company of Yildiz and **"Yildiz Group Company"** shall be construed accordingly.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and

all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“Invitation” has the meaning set out in clause 5.1.

“Japanese Reverse eAuction” means an eAuction when the buyer (any Yildiz Group Company) lowers the price stepwise from a high starting point and the bidders need to confirm for every step if they are prepared to sell at the stated price.

“Privacy Policy” means Yildiz’s privacy policy for the time being in force and as presented on the System and/or as set out in these terms and conditions.

“Seller Information” means the information requested from and supplied by the Seller via the System including without limitation contact names, addresses, details of operation and manufacturing facilities product and stock data, forecasts, product information, accurate specifications price and cost drivers.

“Seller Profile” means the basic information about the Seller provided by the Seller via the System and includes information on the Authorised Representatives.

“System” means the Bravo eSourcing system operated by or on behalf of Yildiz and which the Seller is given access to in accordance with the terms of these terms and conditions. The System includes all database(s) and software required to operate and/or use the System.

2. Terms of Access and Use

- 2.1. Seller is permitted access to the System on the strict understanding that it will not, will not attempt to, nor permit others to, or allow them to attempt to, access other areas of the System for which it is not authorised to access (including but not limited to the members areas of the System relating to other Sellers or any Yildiz Group Company), or view any other information, data or materials of any nature whatsoever other than that stored in the System and relevant to the Event to which the Seller is participating.
- 2.2. In the event that Seller inadvertently accesses or views such information, data, or materials referred to in clause 2.1, it will immediately log out of the System completely and contact Yildiz and inform it of the unauthorised access, the information, data or materials viewed and confirm that no such unauthorised data or information has been copied, stored, printed out in hard copy form, forwarded to another system or otherwise dealt with by Seller in such a way which makes such data capable of further retrieval.
- 2.3. Yildiz will not charge Seller for access to the System or any part thereof.
- 2.4. Seller will be responsible for arranging and facilitating its own access to the System and will pay any telephone connection, encryption technology, working hours, and other charges associated with access to the System.
- 2.5. Seller shall not:
 - 2.5.1. access the System unless it has taken all reasonable measures to ensure that its own systems from which it accesses the System and all Seller Information are free of viruses;
 - 2.5.2. permit anyone who is not an Authorised Representative to access and/or use the System;
 - 2.5.3. assign, transfer or purport to assign or transfer any of Seller's rights and/or obligations under these terms and conditions;

- 2.5.4. modify, publish, copy, reproduce, transmit, download, print, create derivative works of or in any way exploit any of the information, data or materials accessed via or stored in the System, in whole or in part, other than (i) the Seller Information; and (ii) in order to download and print information as necessary to participate in an Event; and
- 2.5.5. access or use the System for any unlawful purpose, nor abuse it in any way. Yildiz shall have sole discretion to define what constitutes "abuse".
- 2.6. Yildiz reserves the right to remove from the System, without notice, any information (including Seller Information) or any other text, graphics, data or information which Yildiz considers in its sole discretion to be unsuitable for inclusion on the System.

3. Seller Information

- 3.1. In consideration of Yildiz permitting Seller to access the System the Seller agrees to provide complete and accurate Seller Information via the System and to comply with these terms and conditions.
- 3.2. Seller, via its Authorised Representatives, is permitted access to the System through a Seller Profile, solely for the purposes of inputting Seller information and participating in an Event.
- 3.3. Seller will ensure that all Seller Information input into the System is accurate and complete, and does not breach any third party's rights, such as copyright, or is libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal or infringes the rights of other people or is in any way illegal.
- 3.4. Seller acknowledges and agrees that to the extent that it inputs, or authorises the inputting of, any Seller Information into the System, Seller does so for Yildiz on behalf of itself.
- 3.5. Yildiz reserves the right to approve or reject Seller Profiles without notice. Seller Profiles that do not show any activity for an extended period will be automatically removed.
- 3.6. Seller will be solely responsible for maintaining and updating the Seller Information at all times throughout the period in which the Seller Profile is active.

4. Registration

- 4.1. Seller will ensure that each Authorised Representative complies with these terms and conditions.
- 4.2. Yildiz will provide each Authorised Representative with a key password and a username, which the Authorised Representative will be asked to change upon receipt and which will allow the Authorised Representative to access the System. Seller shall ensure that each Authorised Representative keeps their password and username secret.
- 4.3. When each Authorised Representative first accesses the System, he or she will be required to update the passwords to one chosen by him or her. Passwords can then be changed using the update facility and Yildiz recommend that each Authorised Representative does so every 30 days.
- 4.4. Seller will ensure that all access to and activity that takes place on the System by or on behalf of Seller is authorised by Seller and/or Authorised Representatives. Seller shall be entirely responsible for any unlawful or inappropriate access to or activity on the System which takes place under Seller's and/or Authorised Representatives name and passwords. If Seller becomes aware of any unauthorised use by any of the Authorised Representatives of the System it will notify Yildiz immediately. Loss of the private key password by any Authorised Representative may result in Seller having to re-apply and re-register for access to the System.

- 4.5. Seller agrees to notify Yildiz in writing whenever an Authorised Representative becomes unauthorised to access the System on behalf of the Seller.
- 4.6. The Seller is given access to the System on the strict understanding that it and all persons authorised by it will not, allow or attempt to, access unauthorised areas of Yildiz's or any Yildiz Group Company's network or view any other information, data or profile of other users of the System.

5. Invitations and binding effect of Bids

- 5.1. The goods or services described by any Yildiz Group Company within an Event in order to receive Bids shall, itself, not represent any binding offer by that Yildiz Group Company or any of the other Yildiz Group Companies, but rather a simple invitation for an offer by the Seller ("**Invitation**").
- 5.2. All Invitations and Events will be on the basis of Yildiz's (or the applicable Yildiz Group Company's) separate terms and conditions of purchase notified to Seller within the relevant Invitation, Event and/or any ancillary documentation to that Invitation or Event (as applicable).
- 5.3. Bids are legally binding offers. Submitting a Bid indicates the Seller's acceptance of the applicable terms and conditions of purchase issued by Yildiz or the relevant Yildiz Group Company in respect of the relevant Event. All Bids, statements and offers by any Seller during or in response to an Event have the same validity towards Yildiz or the relevant Yildiz Group Company as if they were stated in written form.
- 5.4. Save in the case of a serious mistake or manifest error, it is not possible to change or withdraw any Bid received by Yildiz or the relevant Yildiz Group Company.
- 5.5. The period of commitment for a Bid is as set forth in the Invitation and/or any ancillary documentation to the Invitation. If no period is specified, the Seller shall be bound by its last Bid for 30 calendar days.
- 5.6. All Bids are made in the currency stipulated in the Invitation and/or any ancillary documentation to the Invitation.
- 5.7. Please note that Yildiz or any Yildiz Group Company is not bound to accept any Bid.

6. Bidding Process

- 6.1. Sellers can only submit a Bid between the start and the end date (and, in the case of an eAuction, within the specified time duration of the eAuction Event) stated in the Invitation. After the end date has been reached and the Event is closed, no more Bids will be accepted by Yildiz or the relevant Yildiz Group Company.
- 6.2. Possible bidding period extensions due to individual extension rules for each eAuction have to be considered. The end date is reached after the last bidding period extension has expired. (applicable to English Forward and English Reverse eAuction only).
- 6.3. Unexpected consummation of an eAuction has to be considered during Dutch Reverse eAuctions. The eAuction will end when the first bid is placed by any Seller (applicable to Dutch eAuction only).
- 6.4. Depending on the parameters used by Yildiz, the Seller may only get access to an Event after confirming its participation in the Event and acceptance of the applicable terms and conditions of purchase in the System. It is Seller's responsibility to familiarise with the Event details before participating in an Event.

- 6.5. If the Seller has submitted a Bid prior to an eAuction, the first Bid during the eAuction must be equally or more competitive than this prior Bid.
- 6.6. In the case that the content or parameters of an Event are changed by Yildiz either before the start of or during the Event, all Sellers will be informed about the changes. In this case, Seller may terminate its participation in the relevant Event and any Bids will be considered null and void in respect of that Event. The Seller's further participation in the relevant Event after receiving notice of a change of content or parameters shall constitute the Seller's acknowledgment of, and agreement to, the changes.
- 6.7. No Bid may be cancelled or withdrawn by the Seller except for the reason that the Event parameters or content were changed by Yildiz without informing the participants about these changes.
- 6.8. By submitting a lower Bid within an eAuction, an earlier submitted higher bid by the Seller during the relevant eAuction becomes automatically invalid (applicable to English Reverse eAuction only).
- 6.9. Yildiz, or the relevant Yildiz Group Company, will transmit all information relevant to its Invitation and necessary for participation in the Event to each Seller prior to the start of each Event.
- 6.10. Sellers will not, under any circumstance, enter false or fake Bids in any Event to stimulate bidding (this is not applicable to test/training events which will be clearly identified to Seller).
- 6.11. Yildiz is committed to the principles of lawful and free competition based on the merits of the services offered. Yildiz and the Yildiz Group of Companies abides by all applicable anti-trust and competition laws in all countries in which each of them operate. Sellers warrant, represent and undertake that they are committed to the same principles of fair competition.

7. Monitoring during the Event

- 7.1. The Event will be monitored by Yildiz or any Yildiz Group Company. If the Seller makes any mistake in a Bid, the Seller shall communicate with Yildiz or the relevant Yildiz Group Company immediately to inform it of the mistake. If there are any doubts about a mistake in a Bid that has been made by the Seller, Yildiz or the relevant Yildiz Group Company reserves the right to delete such Bid in order not to interrupt the process of the Event. If a Bid is deleted by Yildiz or the relevant Yildiz Group Company for this reason, the Seller shall be immediately informed. If a Bid has been deleted due to a mistake (which is either admitted by the Seller or is as reasonably believed by Yildiz or the relevant Yildiz Group Company), any claims of any kind against Yildiz or any Yildiz Group Company by the Seller are excluded regardless of the legal basis.
- 7.2. Yildiz will have personnel knowledgeable in both the System and the products or services being sourced available for questions and suggestions and problem solving during Events.

8. Outcome of the Event

- 8.1. Yildiz or the relevant Yildiz Group Company will consider multiple criteria in addition to the price when awarding the business offered pursuant to an Event, either completely or partially, to one or more best-total-cost Seller(s) by consideration of Bids. Yildiz or the relevant Yildiz Group Company is not obliged to award the business to one or more Sellers. All Bids may be rejected, and Yildiz or any Yildiz Group Company does not have to award the business to a Seller that participated in an Event if the reserved price or other criteria are not met for that Event.
- 8.2. Yildiz may suspend, extend, end or re-open a running Event or repeat a closed Event in order to guarantee fair and transparent process.

- 8.3. Yildiz will communicate to all Sellers that submitted Bids the outcome of the Event within a reasonable time period after the relevant Event.
- 8.4. Following the announcement referred to at clause 8.3, if the Seller receives an acceptance by Yildiz or the relevant Yildiz Group Company of its Bid, Seller shall communicate back to Yildiz or the relevant Yildiz Group Company by confirming its best Bid in a formal quotation form.
- 8.5. The selection of a supplier by Yildiz and/or a Yildiz Group Company may be influenced by a number of factors that are based on the qualifications and pre-evaluation criteria for the relevant Event. Similarly, these factors may automatically recalculate a Bid submitted by a Seller during an Event because of different preconditions of the Bids (e.g. unequal incoterms/ terms of delivery/ currency/ cost of change etc.).
- 8.6. Any information given to Sellers regarding an Event will be given to all Sellers evenly. Questions and suggestions submitted by Sellers, Yildiz's responses to those questions, lot structures, reserve price and other parameters of the Event will be communicated evenly to all bidding Sellers.

9. Supplier on-boarding and tracking

- 9.1. Sellers that have been awarded business in accordance with clause 8 following an Event ("**Suppliers**") may have their performance tracked by Yildiz, or the relevant Yildiz Group Company, via the System, and the System may be used for other administrative functions in regard to the Supplier's on-boarding and ongoing performance including, without limitation, registering the tender, auditing/ reviews of the Supplier and requesting and uploading relevant documentation from time to time.
- 9.2. For the purposes of enabling Yildiz, or the relevant Yildiz Group Company, to assess, monitor and track the Supplier in regard to its performance, certifications and qualifications, the Supplier must provide any information and/or documentation via the System that is requested by Yildiz or the relevant Yildiz Group Company for this purpose.
- 9.3. Yildiz, or the relevant Yildiz Group Company, may share the Supplier's performance data and/or minutes and actions of Supplier reviews with the Supplier via the System, and may also liaise with the Supplier via the System]. Accordingly, the Supplier is responsible for regularly checking the System for any such updates or communication.
- 9.4. Suppliers must keep their Seller Profile and any other information (including, without limitation, any certification and qualification documentation) provided by it on the System accurate and up-to-date.

10. No warranties

- 10.1. Seller acknowledges that the System comprises of databases and that no information, data or material appearing on the System is given with any warranty whatsoever as to accuracy or completeness by Yildiz or any Yildiz Group Company.
- 10.2. Yildiz has taken reasonable measures to ensure that the System is free of viruses as at the date of these terms and conditions but Yildiz or any Yildiz Group Company does not make any warranty that it is free of the same or that it will remain so. If Seller chooses to access the System it does so entirely at its own risk and will be solely responsible for any consequences thereof. Neither the Seller nor Yildiz will knowingly transmit any code, viruses nor such detrimental materials which could damage, hinder or render inoperative the System or data operations of any other user of the System.
- 10.3. Yildiz gives no warranty that the System will be available continuously or without interruption or at all, or that the System will be secure or error free or meet any particular requirements of

Seller. Yildiz excludes all liability arising from the inclusion of or failure to include any Seller Information in the System.

- 10.4. Seller acknowledges that the System uses a very high level of encryption which may be illegal in certain jurisdictions outside the UK. It is the responsibility of the Seller at all times to ensure that its ability to use the System is permitted by local law.
- 10.5. Seller acknowledges that while the System may provide Seller with links to web sites operated by third parties, Yildiz has no control over such web sites. Seller uses such links at its sole risk and Yildiz takes no responsibility for, and gives no warranties, guarantees or representations in respect of such linked web sites.
- 10.6. Yildiz shall use reasonable endeavours to ensure that the System is secure and may, from time to time, add additional security measures with which the Seller may be required to comply. Nevertheless, Yildiz makes no warranty that such measures as it takes to protect the security of the System will be fully effective nor that the System will be totally secure against attempts at unauthorised access or that any Seller Information will not be intercepted by third parties.

11. Limitation of Liability

- 11.1. To the fullest extent permitted by law, neither Yildiz, nor any Yildiz Group Company or any of their licensors of the software used in the provision of the System, accepts any liability either in contract, tort (including negligence) or otherwise for any direct, indirect, special, incidental, exemplary, punitive or consequential loss or damages howsoever arising in connection with or resulting from:

- 11.1.1. the Seller's use or inability to use the System;

- 11.1.2. the Seller's loss of business;

- 11.1.3. the Seller's loss of profits;

- 11.1.4. any loss or corruption of data;

- 11.1.5. the omission or error in the electronic transmission or receipt of any data;

- 11.1.6. the termination of these terms and conditions;

- 11.1.7. the use of or reliance on any information provided by Yildiz or any Yildiz Group Company, even if Seller has been advised of the possibility of such damage or loss.

- 11.2. Nothing in these terms and conditions limits or excludes Yildiz's or any Yildiz Group Company's liability for death or personal injury resulting from its negligence or any liability for fraud.

- 11.3. The Seller hereby agrees to indemnify Yildiz (including Yildiz for and on behalf of each Yildiz Group Company) against any losses it or any Yildiz Group Company may suffer or incur as a result of:

- 11.3.1. any unlawful use or misuse of the System, including but not limited to unauthorised access to or use of passwords and/or usernames used to access the System;

- 11.3.2. a breach of these terms and conditions:

- (a) as a result of the negligence or wilful misconduct of the Seller; or

- (b) for which the Seller is responsible, including, without limitation, those arising from:

- (i) the unauthorised access to any areas of the System for which the Seller does not have permission or authority to access;
- (ii) the unauthorised access to information relating to any other Seller;
- (iii) the posting or transmission of statements, messages or materials or any other act which infringes the Intellectual Property Rights of Yildiz or any Yildiz Group Company or any third parties;
- (iv) a breach of clause 3.3;
- (v) the inaccuracy or inadequacy of any Seller Information; or
- (vi) any other acts or omissions of the Seller of which are otherwise unlawful or which are in breach of competition, antitrust laws or any other laws in any jurisdiction.

12. Intellectual Property Rights

- 12.1. The Seller acknowledges that all information (other than Seller Information) provided by Yildiz or any Yildiz Group Company via the System, including, without limitation, all Intellectual Property Rights in the System, all reports generated in relation to Seller activity of the System, and the System's page design, format and look and feel, including but not limited to any text, sound, software, graphics, charts, video, information or images ("**Content**") belong and shall belong to Yildiz (or the relevant third party owners, as the case may be), and the Seller shall have no rights in or to such Content other than the right to use it in accordance with these terms and conditions.
- 12.2. The Seller shall not copy, reproduce or distribute any of the Content (other than Seller Information made available to it for the purposes of these terms and conditions) nor shall it reverse assemble, decompile or otherwise attempt to translate or copy any element of the System.
- 12.3. Seller is not authorised or entitled to link or attempt to link the System to or frame the System on its web site or any other system owned or used by the Seller at the home page or at any deeper level.

13. Confidential Information

- 13.1. All Seller Information, passwords, usernames and digital signatures (if any) are acknowledged as the proprietary and confidential information of Yildiz or the Seller supplying such information, as applicable.
- 13.2. Both Yildiz and the Seller shall ensure that all Seller Information, information provided to Seller by Yildiz or any Yildiz Group Company (either via the System or otherwise) and the Content remains confidential and is not disclosed whether in whole or in part to any other person or third party. The Seller shall ensure that its officers and employees and Authorised Representatives are bound by confidentiality obligations and use restrictions in respect of all confidential information.
- 13.3. Notwithstanding clause 13.2, Seller Information may be accessed and used by the Yildiz Group of Companies for their internal business purposes, including to evaluate Bids. For the avoidance of doubt, the Yildiz Group of Companies shall be entitled to aggregate, analyse and/or summarise the Seller Information with information supplied by other Sellers of the System for the purpose of generating aggregated data and industry or sector reports (which shall be deemed to be Content for the purposes of these terms and conditions) and shall be entitled to

disclose and publish such information to third parties provided that no information is identifiable or attributable to the Seller.

13.4. The restrictions on use and disclosure set out in clauses 13.2 and 13.3 above do not apply to any information which:

13.4.1. as at the date of receipt is already known by the receiving party and is not the subject of any prior duty of confidentiality or secrecy;

13.4.2. as at the date of receipt is public knowledge or which subsequently becomes public knowledge other than as a result of some act or omission on the part of the receiving party;

13.4.3. is disclosed to the receiving party by a third party who did not acquire it directly or indirectly from the disclosing party and who as at the date of receipt is not under a duty of confidentiality in relation thereto;

13.4.4. is required to be disclosed by law or order of a court of competent jurisdiction or recognised stock exchange or government department or agency provided that prior to such disclosure the receiving party will consult with the disclosing party as to the proposed form nature and purpose of such disclosure.

14. Data protection

14.1. In this clause, the following definitions shall apply:

"Data Protection Law" means the EU Data Protection Directive 95/46/EC, the Data Protection Act 1998 and any other legislation in force from time to time which implements that Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these (including without limitation the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) ("**GDPR**")), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the Information Commissioner's Office (ICO), the Article 29 Working Party, the European Data Protection Board or any other relevant supervisory authority from time to time.

"Personal Data" and **"Processing"** shall bear the respective meanings given to them in the Data Protection Act 1998 or General Data Protection Regulation 2016 (as applicable) (in each case as may be amended, updated, replaced or superseded from time to time) (and **"Process"** and **"Processes"** shall be construed accordingly).

"Seller Personal Data" means all Personal Data which is owned, controlled or processed by Yildiz via the System and which is provided by Seller or which comes into the possession of Yildiz as a result of or in connection with the provision of the System to Seller.

14.2. The parties acknowledge and agree that they shall each at all times comply with any and all laws relating to privacy and the protection of personal data that apply to the parties in respect of their respective use of the System, which may include the GDPR and any local laws. To the extent that the GDPR does not apply to the processing of personal data under these terms and conditions (for example, where neither of the parties taking part in an Event are located within the EEA or are monitoring EU data subjects or offering goods and/or services to EU data subjects), the relevant local law relating to privacy and the protection of personal data shall

apply and clause 14.3 shall be deemed amended to the extent necessary to comply with such local law.

14.3. To the extent that the GDPR applies to the processing of personal data under these terms and conditions, the following clauses shall apply:

14.3.1. Taking into account the state of technical development and the nature of Processing, Yildiz shall implement appropriate technical and organisational measures to protect Seller Personal Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access.

14.3.2. Yildiz shall not permit any Processing of Seller Personal Data by any agent or subcontractor or other third party ("**Sub-Processor**") unless they are an approved Sub-Processor in accordance with this clause without the prior written authorisation of Seller and provided that Yildiz remains fully liable for all the actions and omissions of the Sub-Processor and, subject to clause 14.3.3, that any Sub-Processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on Yildiz in this clause that relate to the requirements laid down in Article 28(3) of the GDPR. Seller authorises Yildiz's use of the Sub-Processors notified to Seller on or before these terms and conditions are entered into, including (without limitation) BravoSolution Benelux B.V.

14.3.3. Yildiz's obligation under clause 14.3.2 to impose the obligations on the Sub-Processor as set out in that clause shall be subject to Yildiz's ability (acting reasonably) to impose such obligations on the Sub-Processor where the Sub-Processor has provided its non-negotiable standard terms to Yildiz, in which case, Yildiz shall use its reasonable endeavours to procure that those obligations set out at clause 14.3.2 are imposed on the Sub-Processor notwithstanding the Sub-Processor's standard terms.

14.3.4. To the extent that Yildiz Processes any Seller Personal Data, Yildiz shall:

14.3.4.1. only Process Seller Personal Data in accordance with its provision of the System to Seller in accordance with these terms and conditions or on the documented instructions of Seller from time to time; and

14.3.4.2. subject to clause 14.3.5, not transfer, or otherwise directly or indirectly disclose, any Seller Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of Seller except where Yildiz is required to transfer Seller Personal Data by the laws of the member states of the EU or EU law (and shall inform Seller of that legal requirement before the transfer, unless those laws prevent it doing so).

14.3.5. Yildiz shall be permitted to transfer Seller Personal Data to countries outside of the EEA to the extent that any one or more of the following applies:

14.3.5.1. Yildiz has in place with the non-EEA receiving entity the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the European Commission or a supervisory authority from time to time;

14.3.5.2. the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;

14.3.5.3. to the extent that the transfer is to a Yildiz Group Company located outside of the EEA, Yildiz's Group of Companies has in place Binding Corporate Rules for the transfer of Personal Data to a non-EEA Group Company or an intra-

group transfer agreement that provides for the necessary protection of Seller Personal Data in accordance with Data Protection Law;

14.3.5.4. there is an approved code of conduct in place by an association or other body representing Yildiz or the Seller that applies to the non-EEA territory or territories to which Seller Personal Data is to be transferred;

14.3.5.5. there is an approved certification mechanism in place in respect of the non-EEA territory; and

14.3.5.6. to the extent that the transfer is to an entity located in the United States, such entity participates in the EU-US Privacy Shield or such other mechanism that may replace or supersede it from time to time.

14.3.6. Yildiz shall:

14.3.6.1. ensure that access to Seller Personal Data is limited to Yildiz's personnel and authorised Sub-Processors who need access to it to supply the System, administer Events and to consider Bids and who are subject to an enforceable obligation of confidence with regards to Seller Personal Data;

14.3.6.2. taking into account the nature of the Processing, assist Seller (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any data subject for: access, rectification or erasure of Seller Personal Data, or any objection to Processing;

14.3.6.3. notify Seller without undue delay and in writing if any Seller Personal Data has been disclosed in breach of this clause 14;

14.3.6.4. notify Seller promptly if it becomes aware of a breach of security of Seller Personal Data, such notices shall include full and complete details relating to such breach;

14.3.6.5. provide such assistance (at Seller's cost) as Seller may reasonably require in relation to:

(a) the need to undertake a data protection impact assessment in accordance with the Data Protection Law; and

(b) any approval of the Information Commissioner or other data protection supervisory authority to any Processing of Seller Personal Data.

14.3.6.6. on termination of Seller's use and access of the System, at Seller's cost and its option either return all of Seller Personal Data (and copies of it) or securely dispose of Seller Personal Data except to the extent that any applicable law requires Yildiz to store such Seller Personal Data.

14.3.7. At Seller's cost, Yildiz shall allow for an audit (no more than once per annum) by Seller and any auditors appointed by it in order for Yildiz to demonstrate its compliance with this clause 14. For the purposes of such audit, upon reasonable notice, Yildiz shall make available to Seller and any appointed auditors all information that Seller deems necessary (acting reasonably) to demonstrate Yildiz's compliance with this clause.

14.3.8. In Yildiz's reasonable opinion, to the extent that it believes that any instruction received by it in accordance with clause 14.3.7 is likely to infringe the Data Protection Law or any other applicable law, Yildiz shall promptly inform Seller and shall be entitled to withhold

its permission for such audit and/or provide the System until Seller amends its instruction so as not to be infringing.

15. Enhancements and Modifications

- 15.1. Yildiz reserves its right at any time, for any reason, without notice to Seller, to make any changes to any of its information and to enhance, modify, alter, suspend or permanently discontinue all or any part of the System and to restrict or prohibit access to it.

16. Suspension and Termination

- 16.1. Yildiz may suspend access to and/or use of the System, or terminate these terms and conditions forthwith upon notice if:

16.1.1. Seller is in breach of, or Yildiz anticipates that Seller will breach, of any term of these terms and conditions or the Privacy Policy; or

16.1.2. Yildiz determines, in its sole discretion, that Seller's continued access to the System will adversely affect the System or data held within the System.

- 16.2. Either of the parties may terminate these terms and conditions at any time by giving not less than 30 calendar days' notice in writing to the other.

- 16.3. In the event of termination for any reason, the Seller shall cease to use the System and access to the System shall be withdrawn by Yildiz. Termination of these terms and conditions shall not affect the respective obligations or rights of the parties arising under these terms and conditions prior to the date of termination.

- 16.4. The provisions of these terms and conditions which by their nature should survive termination shall remain in effect in the event of such termination.

17. General

- 17.1. The parties agree that the Yildiz Group of Companies is intended to benefit from and obtain rights of action under these terms and conditions, save that Yildiz will be entitled to amend, vary or change these terms and conditions (or any part thereof) without reference to or consultation with any other third party. Subject to the foregoing, a person who is not a party to these terms and conditions will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

- 17.2. If any one or more of these terms is judged to be illegal or unenforceable by a court of competent jurisdiction the rest of the terms will continue to apply.

- 17.3. Any delay in enforcing any rights under these terms will not prejudice such rights and no waiver of any such rights will be deemed to be a waiver of any other right or of any later breach.

- 17.4. All rights not expressly granted in these terms are expressly reserved by Yildiz.

- 17.5. These terms and conditions constitutes the complete agreement between the parties relating to the System and supersedes all prior representations or agreements (including, without limitation, any agreements for the operation of a technical pilot of the System) whether oral or written, expressed or implied with respect thereto and there are no other agreements, understandings, conditions, warranties or representations. Please note other Yildiz terms of business will apply to the provision of specific services and goods by the Seller to Yildiz.

- 17.6. Both parties shall be entitled to refer to the existence but not the terms of these terms and conditions without the consent of the other. Any detailed disclosure, publicity statement or

reference to the terms of these terms and conditions for advertising purposes or otherwise may only be made by a party with the other's prior written consent.

- 17.7. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by Yildiz or the Seller as appropriate.
- 17.8. Nothing in these terms and conditions and no action taken by the parties under it shall give rise to any agency or partnership relationship between the parties.
- 17.9. All notices in connection with these terms and conditions shall be sent, in the case of the Seller, to the address associated with its Seller Profile and, in the case of Yildiz, the address notified to the Seller, or, in respect of either party, such other address as may be notified from time to time to the other party. Notices shall be sent by prepaid recorded delivery or certified or registered mail or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by electronic mail to the correct electronic mail address of the addressee.
- 17.10. These terms and conditions are personal to the Seller and they may not be assigned, transferred, sold or any right sublicensed by the Seller without the prior written consent of Yildiz. Yildiz may assign the benefit of these terms and conditions to any company within the Yildiz Group of Companies at any time without the need for the Seller's consent.
- 17.11. Yildiz may amend these terms and conditions from time to time. Seller acknowledges that it must check these terms and conditions regularly to ensure that it understands the terms and conditions that apply at that time.

18. Force Majeure

- 18.1. Yildiz or any Yildiz Group Company shall not be liable for any delay or failure to perform its or their obligations under or in connection with these terms and conditions (including but not limited to in relation to the availability of the System and accessibility of any data in the System) where such delay or failure results from any act of God or other cause beyond Yildiz's or any Yildiz Group Company's reasonable control (including, without limitation, any mechanical electronic, software, interconnectivity or communications failure which prevents such party from transmitting or receiving any data).

19. Choice of Law and Venue

- 19.1. These terms and conditions and any matters or disputes arising under or in relation to these terms and conditions shall be governed and construed in accordance with English law.
- 19.2. The parties irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these terms and conditions or their subject matter, formation, termination or expiry (including non-contractual claims). Nothing in this clause shall limit the right of Yildiz or any Yildiz Group Company to take proceedings against the Seller in any other court of competent jurisdiction, nor shall the commencement of proceedings in any one or more jurisdictions preclude Yildiz or any Yildiz Group Company from commencing proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction
- 19.3. These terms and conditions are drawn up in the English language. If these terms and conditions are translated into another language, the English language text prevails.