

MASTER SERVICE AGREEMENT

ETIS TECHNOLOGIA CONSULTING DIŞ TİCARET LİMİTED ŞİRKETİ (“we”, “us”, “ETIS” or “our”) is a private limited liability company incorporated under Turkish law, having its registered office at Vişnezade Mah. Süleyman Seba Cad. No:79 İç Kapı No:1, Beşiktaş / İstanbul, Türkiye. For the purposes of these Terms references to “you”, “your”, or “client” refer to you, unless otherwise stated. This Master Service Agreement shall be read in conjunction with the Client Agreement, which governs, inter alia, the regulatory and operational framework applicable to activities related to crowdfunding and the internal utility token (‘Coin’) issued by ETIS. In case of discrepancy between the Client Agreement and this MSA concerning such matters, the Client Agreement shall prevail

1. INTELLECTUAL PROPERTY RIGHTS

ETIS is the owner or licensee of all IP Rights in and to:

- ☐ the Services, the Content, and the Documentation;
- ☐ any and all business names and/or domain names associated therewith (whether registered or not); and
- ☐ all database rights in relation to or in connection with messages, files, data, software.

Provided the Customer is complying with its material obligations hereunder, ETIS shall provide the Customer with Software and/or Services as stated and listed on the Service Order and/or Statement of Work. All rights in the Software and/or Services remain the property of ETIS, and its third-party licensors (as applicable) and the Customer acquires no title or interest in the Software other than the right to use it as detailed in this MSA. Although Customer has rights to use the Software and/or Services as described, ETIS has not passed ownership of any Intellectual Property Rights in the Software and/or Services to the customer. ETIS and its third-party licensors (as applicable) continue to own all Intellectual Property Rights in the Software and/or Services. ETIS and its third-party licensors (as applicable) also retain all rights and title and interest to all materials furnished by ETIS, and all Intellectual Property Rights including trademarks, and trade names worldwide necessary to perform this Agreement.

Any Services provided, distributed and/or made available by ETIS shall remain the sole and exclusive property of ETIS or its third-party licensors.

The Customer shall not use, duplicate or share with any third party the Services (including, without limitation, the Content, or the Documentation) except as expressly permitted by this Agreement. The Customer shall ensure that it has the legal authority (whether based on an IP Right, contract, or other body of law) for the transmission and duplication of any programming, content, or materials that is transmitted over the Services, either by the Customer or by ETIS on the Customer’s behalf.

Subject to this clause and at any time during the Term:

- ☐ subject to payment of all fees due to ETIS under this Agreement, the Customer may request an export of any Customer Data; and
- ☐ any Authorised User may request an export of any User Data,
- ☐ in accordance with ETIS's data export policy ETIS shall provide such data in any format ETIS may reasonably determine.

2. SERVICES SCOPE & LICENCE

Unless otherwise detailed in any applicable Service Order and/or Statement of Work, the Services provided by ETIS are based on User Subscriptions, including Hardware, Software, data, and service solutions, as detailed further in the Service Order and/or Statement of Work.

Through our Services, we offer the possibility of using a wide range of instruments as specified in the appropriate document establishing the contractual relationship.

ETIS shall provide the Services to the Customer for the duration of the Term in accordance with the terms of this Agreement.

Each executed Service Order and/or Statement of Work shall incorporate these terms by reference. In the event of any inconsistency between the documents which make up the Agreement, the following order of precedence shall apply:

- ☐ specific terms and conditions identified under the heading 'Special Instructions,' set out in the executed Service Order and/or Statement of Work, which expressly or by implication vary the terms set out in this agreement.
- ☐ the terms and conditions set out in this Agreement.
- ☐ any other terms set out in the associated Service Order and/or Statement of Work; and
- ☐ any schedules, exhibits or any other documents referenced in this agreement.

ETIS grants to the Customer a revocable, non-transferable, non-sublicensable, non-exclusive, limited licence to use the Services in the manner intended by ETIS and in accordance with the terms of this Agreement ("Licence"). The Licence shall terminate automatically upon termination or expiry of the Agreement, or the withdrawal of the Licence by ETIS, whichever is earlier. Upon termination or expiry of the Licence, the Customer shall, at its own expense, promptly cease all use of Services in accordance with following clause. On termination or expiry of this Agreement, all access to the Services will be removed, including any other online and offline Sites.

Any deliverables and goods provided by ETIS pursuant to delivering the Services shall, at all times, remain the sole property of ETIS and form part of the Services provided, including online and onsite installations, Software and Hardware. The Customer remains responsible for the safe keeping and maintenance for all deliverables and goods provided under the Agreement. Any deliverables and goods supplied are not to be tampered with or used or operated in any way other than as specified by ETIS in the Agreement.

The number of User Subscriptions which permit a maximum number of Authorised Users to access and use the Services shall be as set out in the Service Order. The Annual Price shall be calculated with reference to the number of User Subscriptions allocated at the date any Service Order is entered into. If the Customer requires additional User Subscriptions, it may increase its maximum number of Authorised Users. The Customer hereby acknowledges and agrees that if it increases its maximum number of Authorised Users then the Annual Price and any other applicable payments shall be increased in line with the additional User Subscriptions required by the Customer, and this will be charged to the Customer's account.

The Customer must ensure that no User Subscriptions are used by more than one individual Authorised User and shall ensure that no unauthorised person shall have access to or use of the Services. The Customer may not re-assign any User Subscription from one Authorised User to another. The Customer must ensure that it has purchased and maintains throughout the Term, sufficient User Subscriptions for all its Authorised Users and shall be responsible for providing correct and accurate information to ETIS in relation to its use and requirements of the Services.

The Customer acknowledges and agrees that all access codes and passwords to enable access to the Services are personal to the individual Authorised User to whom they have been originally issued. The Customer shall ensure that each Authorised User must maintain the confidentiality and security of each access code and password issued to them.

If ETIS has assigned the Customer with administrative rights to enable it to generate access codes and passwords for the Authorised Users, the Customer shall be responsible for ensuring such access codes and passwords are not shared with anyone other than the individual Authorised User to whom they are issued. The Customer accepts that if it assigns administrative rights to its employees or agents and these employees or agents create User Subscriptions beyond the maximum number of Authorised Users then the Customer will be charged for the additional User Subscriptions.

The Customer shall have no right to and shall not create or attempt to create (or permit any third party to do the same), by reverse engineering, reverse assembly, reverse compiling or otherwise all or part of the source programs from any part of the Services.

The Customer must not introduce, and must not allow the introduction of, any virus, trojan horse, worm or other software or hardware.

ETIS may suspend the Services for purposes of, maintenance, modifications, improvements, updates, or amendments or to install security devices, where necessary. Where possible, ETIS shall notify the Customer prior to suspending the Services. Such notice may be provided in writing, by Service notification or on ETIS's website.

Where the Services provided involve the use of internal utility tokens ('Coin') generated as part of a crowdfunding operation, the Customer acknowledges that:

- ☐ The Coin is issued exclusively as a reward mechanism or internal functional currency following the Customer's participation in specific crowdfunding campaigns;
- ☐ The Coin may be used within the ETIS platform in accordance with its functionalities (e.g., access to digital services, pools, or trading utilities) and is not convertible into fiat currency nor redeemable by ETIS;
- ☐ ETIS provides no guarantee on the Coin's future value, usability, or recognition outside its platform, and shall not be held liable for the marketability, price fluctuation, or technical operability of the Coin once transferred on the blockchain;
- ☐ The use or attempted use of the Coin on third-party platforms, brokers or exchanges, is at the sole risk and discretion of the Customer, and ETIS declines any liability or warranty in this regard."

3. SERVICE USAGE

The Customer shall:

- ☐ cooperate with ETIS in all reasonable requests relating to the Services.
- ☐ provide ETIS, in a timely manner, all documents, information, items and materials in any form (whether owned by the Customer or third party) required by ETIS in connection with the providing the Services;
- ☐ obtain and maintain all necessary licences and consents and comply with all relevant legislation as required, including in relation to the installation of any necessary equipment by ETIS;
- ☐ keep secure and confidential any identification, password and other security credentials used to access the Services, including those of all Authorised Users accessing the Services, and not share, disclose, provide access to, sell or sublicense any such identification, password, and other security credentials with or to any third party and/or unauthorised users.
- ☐ notify ETIS immediately of any known or suspected unauthorised use of or access to the Services or breach of security, including loss, theft or unauthorised disclosure of its password or other security credentials;
- ☐ use the Services only in accordance with the Agreement and all applicable laws and regulations and shall not permit any illegal use or such use that may, in the sole opinion of ETIS, bring into disrepute or diminish the value of the Services or the reputation of ETIS;
- ☐ where Hardware or Software is provided as part of the Services, maintain, operate, and safely and securely store the Hardware or Software. Any modification of the Hardware or Software, or configuration with any third party software or hardware, is not permitted; and
- ☐ appoint a person, designee, or an account manager who shall have the authority to act on behalf of the Customer in relation to this Agreement, including to exercise administrative rights in relation to the Authorised Users, request additional Services or amendments to the Services on behalf of the Customer.

- ☐ Obtain and maintain all necessary licences required to access ETIS software or hardware from the customers own equipment.
- ☐ NOT tamper with any Service or any server, computer or database connected to it or probe, scan or test the vulnerability of the Services.

The Services provided by ETIS to the Customer are for use by the Authorised Users only, and the Customer shall ensure that all Authorised Users comply with the terms of the Agreement, including not using the Services in any manner which may constitute Unacceptable Use. The Customer shall remain liable and responsible for all acts and omissions of any Authorised User with respect to the Services, including for any breach of the Agreement.

The Services may only be used as specifically identified in the Service Order.

The Services are provided via transmission channels, which are provided by Service Providers external to ETIS. ETIS accepts no responsibility or liability whatsoever for unavailability, internet, connectivity, infrastructure issues/failures, delays or otherwise interruption to the Services not attributed to facilities or equipment owned, leased, purchased, or otherwise operated by ETIS.

ETIS makes no warranty, assurance, or representation as to the compatibility of Customer equipment, including hardware and software, with the Services or any results, correctness, accuracy or reliability or completeness of the Services. ETIS further does not warrant that any information contained in the Services is up to date or may be relied upon. The Customer accepts all risk and liability for their reliance on, review, use and audit of the Services, Content, information, data, results, and assessments provided through the Services. Where the Customer or its Authorised Users upload material to ETIS's systems or software as part of the Services, ETIS does not review this material for accuracy.

During the Term, the Customer hereby undertakes and warrants that it shall not:

- ☐ use the Services outside of the scope and licence set out in this Agreement.
- ☐ post, link to or transmit in connection with the Services any material which is unlawful or deemed, in the sole opinion of ETIS, to be inappropriate, defamatory, obscene, abusive, an invasive of privacy or otherwise offensive, or any material which infringes or may infringe the IP Rights or proprietary rights of a third party.
- ☐ copy, publicly disclose or publish any of the Services provided by ETIS.
- ☐ grant any unauthorised third-party access to the Services or enable the integration of any third-party services, applications, or systems with the Services, without the prior written approval of ETIS; or
- ☐ directly or indirectly, develop, design, produce, market, or sell any services competitive with the Service including for a period of 12 months following the termination or expiry of this Agreement.

To improve the operation of the Services and the Customer's overall experience with the Services, ETIS may gather, store, aggregate, pseudonymise, anonymise, analyse or otherwise use data (including anonymised personal data, Customer Data and/or User Data) derived from the Customers and/or any Authorised User's use of any Services for statistical and analytical purposes; monitoring trends; detecting unauthorised use; creating and distributing reports regarding use of such Services; for product development purposes; and any other such purposes as may be communicated to the Customer and/or the Authorised User (as applicable) from time to time.

To use the Services, you may need to provide yourself with some personal hardware and software components that are not part of our commercial offerings. These could include a personal computer and a VPS service that are compatible with our software. The Customer is solely responsible for the installation, configuration, and maintenance of the software program and all related software, hardware, and VPS used for the Services. ETIS expressly does not warrant that the Services and software will be compatible with all Customer's devices and VPS. Likewise, ETIS does not guarantee that the Customer's hardware and software devices (including third-party applications selected by the User) operate regularly without interruptions or problems. On the other hand, to dispel any doubt, ETIS has no power, nor could have it, over the aforementioned components or services selected by the Customer. Any declaration of compatibility or sponsorship of particular hardware, software or third-party service is to be understood as excluding liability for the actual functioning of the same. Any decision is always left to the Customer. Additional charges from your operator may occur due to the use of our Services (such as electricity, Internet subscriptions, VPS service, etc.). The Customer is solely responsible for such charges.

Where the Services support the implementation of a crowdfunding project, the Customer acknowledges that ETIS acts solely as a facilitator and technological incubator. The operational execution and subsequent management of the financed initiative are the exclusive responsibility of the third-party entity identified in the relevant Term Sheet or Crowdfunding Campaign Summary. ETIS assumes no responsibility for:

- ☐ The performance, completion or commercial success of the financed project;
- ☐ Any contractual or non-contractual relationship between the Customer and third-party suppliers, contractors, or project implementers;
- ☐ The legal enforceability of any right claimed by the Customer outside the ETIS platform following the conclusion of the crowdfunding campaign.”

4. ADDITIONAL SERVICES

ETIS reserves the right to add or issue product specific terms and conditions covering product specific requirements and services. For the avoidance of doubt this will not affect the terms and conditions as set out in this Agreement that apply to the existing Content.

ETIS reserves the right to modify, add or remove Content at any time during the term of the Agreement. In the event that such modification or removal results in a material decrease in the functionality of the Services, the Parties shall work in good faith to agree any changes to this.

If the Services include any third-party components, the Customer accepts that these are provided subject to the third parties license terms and conditions.

Where ETIS enables the collection of funds from Customers for the purpose of supporting commercial, technological, or social projects (“Crowdfunding Campaigns”), all funds so collected shall be considered irrevocably allocated to the development of the project described in the corresponding Crowdfunding Term Sheet.

In return for their contribution, Customers may be granted internal utility tokens (“Coin”) issued by ETIS, which serve as functional access rights to features or services available within the ETIS platform. The Coin has no representation of debt, equity or other financial instrument, nor does it entitle the Customer to receive dividends, voting rights, or ownership in any crowdfunding beneficiary. The Coin may be recorded on the blockchain and transferred to the Customer’s external wallet, provided that the technical infrastructure permits it. All network-related costs (e.g., gas fees) are borne solely by the Customer. ETIS does not ensure the compatibility, acceptance, or listing of the Coin on any external exchange or platform. The use of the Coin outside the ETIS platform is at the Customer’s sole discretion and risk. Any crowdfunding operation is considered completed once the funds have been transferred to the project beneficiary. ETIS disclaims any liability for the subsequent management, continuity, or outcome of the funded initiative.

5. DELIVERY, SHIPPING AND RETURNS OF HARDWARE

Any Hardware provided as part of a Service shall, unless stated otherwise in the Service Order, remain the property of ETIS.

For the avoidance of doubt, all costs resulting from or related to the delivery of the Hardware (during and after delivery) are payable by the Customer. If ETIS manages the dispatch or any part thereof, the costs of and in connection with such dispatch incurred by ETIS shall be chargeable to the Customer's account.

Unless stated otherwise in the Service Order, all Hardware shall be returned to ETIS within thirty (30) days of expiry, termination, or part termination or complete termination of the Agreement by the Customer, at the Customer's cost.

If the Customer fails to return any Hardware provided as part of the Services in accordance with this article, the Hardware shall be considered non-returned Hardware, and ETIS shall include the cost of replacing the Hardware in the final bill.

6. CHANGE CONTROL

Either Party may submit a written request to change the scope or nature of any Service Order, Statement of Work, or any term of this Agreement.

No change will come into effect until a formal document capturing the nature and scope of the change in full detail (including any anticipated impact on fees, timelines, or any other aspect of the provision of the Services) has been signed by both Parties.

7. SUPPORT CHANGE

Subject to the level of subscription package purchased as detailed in the Service Order, ETIS shall use reasonable endeavours to provide support on all Services delivered by ETIS to the Customer. ETIS reserves the right to invoice the Customer for any additional support services that are not covered or included in the subscribed service level. The Support team will inform the Customer in writing of services that are considered as additional cost for the Customer.

Support is provided by telephone, email, or any other distribution medium at ETIS's discretion. Support comprises general advice on the routine use and operation of the Services; on the use of the Services when operating a business or compliance management system; and ways of maximising your benefit from the Services and on the implementation of the Service, if applicable; and providing Software error and incident resolution Services. Support shall also comprise advice on technical issues encountered during the installation, implementation, configuration, deployment, and administration of the Software. No on-site maintenance or consultancy support is provided unless separately agreed with ETIS on terms and conditions specified by ETIS. When a copy

database or secondary versions of Services has been provided to the Customer this Software setup and/or Services are unsupported.

Support does not include support in relation to any defects or errors resulting from unauthorised modifications made by you nor any malfunctions due to incorrect use of the Services or as a result of any reason external to the Services and we do not guarantee that technical support related thereto will be sufficient to remedy any defects in the Services.

Where Customer makes use of our application programming interface (“API”), ETIS will support the installation and configuration of the APIs and provide general advice on the capabilities of the APIs. ETIS does not support the development process or provide support for and problems arising from the Customer or third-party developments/integrations unless otherwise stated in a separate agreement. ETIS is not responsible or liable for any failure or delay in reworking the functionality of program, applications or interfaces created or developed by the Customer based on previous versions of our APIs and applications.

The provision of maintenance Services (“Support”) is without prejudice to your statutory rights (if any).

ETIS will only support the current version of the Software

8. TERM AND TERMINATION

The Client may terminate any relationship with ETIS, without prejudice to the undertaken contractual obligations. The termination of any relationship according to these Terms and Conditions shall not, in any case, affect the rights and obligations which have arisen or any existing commitments or any contractual provision which was intended to remain in force after the termination.

In the case of termination, the Client shall pay:

- ☐ Any outstanding costs or pending fee(s) and any other amounts payable to ETIS;
- ☐ Any charges and additional expenses incurred or to be incurred by ETIS as a result of the termination of the relationship;
- ☐ Any damages which arose during the arrangement or settlement of pending obligations.

As explained in these Terms, and in additional documents applicable to specific Services, the exercise of the right of withdrawal may be limited, by law, in certain circumstances.

9. BILLING

The Customer shall pay ETIS in accordance with the payment schedule detailed in the Service Order and/or SOW or as agreed between the Parties in writing. Standard payment currency is in TURKEY LIRA for Turkey User and EURO for Not Turkey User. All prices are exclusive of taxes, fees (including any export and import fees), VAT, customs duties, withholding tax and shipping costs.

If an invoice or any part of an invoice is disputed, the Customer must nonetheless pay the undisputed part of the invoice or any other undisputed invoices in full on or prior to the date the payment is due under this Agreement. The Customer must notify ETIS in writing of the dispute, together with the reason for the dispute, within thirty (30) days of the invoice date.

Subscription Fees as set out in the Service Order. The Subscription Price shall be payable on the Subscription Start Date. If there is any change to the Services within a Contract Year, the relevant fees may be billed pro-rata for the remainder of such Contract Year and then subsequently billed annually to coincide with all other fees at the start of the following Contract Year.

Past due payment of an invoice due under this Agreement will result in a charge of 2% interest per month and shall accrue daily from the due date until actual payment of the overdue amount by the Customer. The Customer shall pay the interest together with the overdue amount. ETIS reserves the right to suspend access to Services to the Customer if any invoices are overdue.

Customer shall reimburse ETIS only for any expenses pre-approved by Customer and incurred by any Service Provider in connection with performing the Services or as stated in the Service Order or SOW.

ETIS may increase the Subscription Fees, at the end of the Fixed Term and every Renewal Term.

Any credit on fees which is owed to the Customer under the terms of this Agreement shall be paid by ETIS by way of an issued credit note, which shall be redeemable against any out standing invoices of fees owed by the Customer to ETIS. The Customer shall apply any credit notes issues to it against the next available invoice issued by ETIS.

ETIS will maintain records, in accordance with accepted accounting principles, suitably detailed to substantiate ETIS's charges under each invoice in respect of the Services performed under each applicable SOW and/or Service Order as well as any pre-approved expenses for which ETIS seeks reimbursement by Customer.

ETIS shall maintain the records required above for three (3) years from the end of the contract year in which such charges were incurred.

10. WARRANTIES AND LIMITATIONS OF LIABILITY

The Services are provided on an “as is” basis. ETIS makes no representations or warranties of any kind, express, implied, or statutory, including, without limitation, any warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in relation to Services or the information and materials provided by ETIS or ETIS’s associated suppliers. The Customer acknowledges that the training aspects of the Services may contain errors and are not intended to replace the Customer’s own risk assessments and processes.

Subject to the above clause, ETIS represents to the Customer that any Hardware or Software that has been manufactured by ETIS will perform substantially in accordance with the advertised specifications.

ETIS makes no representations in relation to, and accepts no liability for losses caused by, any Hardware or Software manufactured by, or provided to, ETIS by a third party, and such Hardware shall only have the benefit of any manufacturers’ or licensors’ warranties (if any) which ETIS is able to pass through for the Customer’s benefit.

The warranties and conditions set out above are in lieu of all other warranties conditions and other terms, expressed or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

Without limiting the foregoing and to the fullest extent permissible by applicable law, ETIS does not represent or warrant that the information in the Software or on this Site is accurate, complete, or current or that the Site and the Services will operate without interruption, without error or defects, bugs, viruses, or other harmful components. without limiting the foregoing and to the fullest extent permissible by applicable law.

Without limiting the foregoing and to the fullest extent permissible by applicable law, ETIS further disclaims any liability, responsibility, or damage for any theft or loss of, unauthorized access or damage to, or interception of any data or communications sent to, from or stored on this Site and the Services.

Any third-party technology provided, made available, linked to, or otherwise accessible through or in association with Our Services (“Third Party Technology”) is provided solely as a convenience to you and is not under Our control. We do not endorse, recommend, or otherwise make any representations or warranties concerning any Third-Party Technology. Further, you agree to comply with all terms and conditions applicable to the use of Third Party Technology and otherwise ensure that you have obtained all rights, licenses, and clearances that may be necessary to use such Third Party Technology.

Any third-party information in any way provided, made available, linked to, or otherwise accessible through or in association with Our Services (“Third Party Information”) is provided solely as a convenience to you and is not under Our control. We do not endorse, recommend, or otherwise make any representations or warranties concerning any Third-Party Information.

We shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, the Website or the Services. Furthermore, we shall not be liable for any problem or dysfunction of telephone lines, online systems, servers or providers, hardware, software, or failure due to technical problems or traffic congestion on the Internet. Finally, ETIS cannot be held responsible for the Customer activities.

ETIS can not be held responsible for the choices taken independently by the Customer either directly or where the Customer is allowed only to "place" the order without having to previously connect to the exchange site where the same must be executed.

ETIS cannot be held responsible for any discount coupons, codes or alphanumeric strings (in the widest possible exception) - also inherent to the Network- that are transmitted or inserted incorrectly by the user or a third party. In case of an incorrect code, the beneficiary loses any bonus or incentive linked.

Nothing in this Agreement limits any liability which cannot legally be limited, including liability for: death or personal injury caused by gross negligence; and fraud or fraudulent misrepresentation.

ETIS shall, under no circumstances, be liable for any: indirect, special, collateral, incidental or consequential losses; loss of revenue, profit, or anticipated profit; loss of business, goodwill, or reputation; business interruption; loss, corruption, or alteration of, or unauthorized access to, information, software, hardware, or data which are solely attributable to ETIS's actions; or any other similar loss in each case whether direct or indirect and howsoever arising, suffered, or claimed by the Customer.

The aggregate liability of ETIS in respect of any and all liability to the Customer, including but not limited to, liability arising from any indemnities given by ETIS under this Agreement, contract, tort (including negligence), misrepresentation, statutory, restitution or otherwise howsoever arising under or in connection with the Agreement and/ or the Services shall not exceed the amount paid for the Services in the last year.

The limitation of liability set forth in this clause shall not apply to: fees due under this agreement and/or either party's defence or indemnity obligations.

11. INDEMNITY

Customer shall indemnify and defend ETIS against any third-party claims, damages, losses and costs, including reasonable legal fees (i) resulting from the unauthorized use, that has been permitted by the Customer, of ETIS's Hardware, Software or the Services; (ii) that any of Customer's content provided and included on the hosting site infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, Intellectual Property Rights, trade secrets or license; (iii) resulting from Customer's gross negligence or wilful misconduct.

12. FORCE MAJEURE

No party shall be liable for any loss, damage, delay or failure to perform under the Agreement if prevented or hindered from performing any or all of their obligations under the Agreement due to fire, explosion, labour dispute, earthquake, hurricane, casualty or accident, vandalism, epidemic, pandemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from third party suppliers, Act of God, any inability to obtain any requisite licence, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated. If the period of delay or non-performance continues for 120 days, ETIS shall be entitled to terminate this Agreement with immediate effect upon giving written notice to the Customer, save that if only particular sites or particular aspects of the Services are affected, such termination shall only be in respect of those sites/Services affected and the Agreement shall otherwise remain in force.

Where either party terminates the Agreement or certain Services, ETIS shall in no circumstances be required to refund any of the annual order value to the Customer.

13. CONFIDENTIALITY

Each Party undertakes that it shall not at any time during and after the Term, disclose to any person any Confidential Information concerning the business, affairs, customers, Customers, suppliers, or IP Rights of the other Party, except as permitted. Each Party may disclose the other Party's Confidential Information: to its employees, officers, representatives, contractors, permitted subcontractors or advisers who need to know such information for the purposes of exercising that Party's rights or conducting its obligations under or in connection with the Agreement; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

The restrictions above shall not apply to the Confidential Information which: Is already in the possession of the Receiving Party without restriction on use or disclosure prior to receipt from such information from the Disclosing Party; Is already publicly available through no breach of this Agreement; Has been previously independently developed by the Receiving Party; or Is received by the Receiving Party from a third party who, without breach of any obligations to any other party, may disclosure such information to the Receiving Party.

If a Receiving Party is required to be disclosed under any applicable law or regulation or by the order or direction of a competent court, tribunal, government or regulatory authority, provided that prior to making such disclosure and if permitted under applicable law, the Receiving Party shall immediately notify the Disclosing Party of the required disclosure so that it can seek a protective order or other appropriate remedy. If no protective order or other remedy is obtained, or if the Disclosing Party waives the foregoing and disclosure is required, the Receiving Party will consult the Disclosing Party on the form and content of the information required to be disclosed, disclose

only such Confidential Information as legally required, as determined by the Receiving Party's legal counsel, to satisfy the order or direction, and use reasonable efforts to obtain written assurances that the Confidential Information disclosed will be treated confidentially.

The Receiving Party agrees that the Disclosing Party may be irreparably injured by a breach of this Agreement and that the Disclosing Party would be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy that the Disclosing Party shall be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this section but shall be in addition to all other remedies available at law or in equity.

14. MONEY LAUNDERING AND ANTI-CORRUPTION

ETIS warrants that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors, or sub-contractors has at any time prior to entering into this Agreement, committed any offence for money laundering activities.

ETIS has in place adequate procedures designed to prevent any person working for or engaged by ETIS or any other third-party in any way connected to this Agreement, from committing offence of corruption or money laundering.

15. PERFORMANCE

The Parties agree that the times and dates referred to in any Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

ETIS shall use its reasonable endeavours to comply with any day or dates for despatch or delivery of Products and for the supply of Services as stated in the Agreement. Unless the Agreement contains express Clauses to the contrary, such dates shall constitute only statements of expectation and shall not be binding.

16. NEUTRAL VENUE

As a Customer, you acknowledge that we offer Services function solely as a neutral venue. The Customer declares and warrants to be aware that our Services merely support its activities. Therefore, it has read and understood the following risk information. Accordingly, you further represent and warrant that you are aware that we have no control, authority or oversight over the financial services for which the Services are provided. Likewise, we have no role in any opinions or information that may be rendered by members of our Network or Partner.

Any financial activity carried out based on these Terms is the sole responsibility of the Customer. Consequently, we make no representations or warranties and are not liable or responsible for the actions or inactions of our Customers.

It is specified that the Services of ETIS never are "personalized recommendations". The Services are generalized activities, that is yields in standard form in favour of the generality of subjects.

Services and Products shall not be used without adequate knowledge and understanding of them.

17. USER-GENERATED CONTENT

“User-Generated Content” and/or “User Content” refers to the content added by users as opposed to content created by ETIS. It is also User-Generated Content any content rendered by anyone who does not belong directly to the staff of ETIS.

The Services may offer Customers the opportunity to submit or post feedback regarding this Site, as well as reviews, comments, photos, videos, audio, and other content that are submitted through or to the Site by the Customer. ETIS does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights, or violations. We are not a publisher of User Generated Content and we are not responsible for its accuracy or legality. You assume legal responsibility for and will indemnify us from all liabilities, losses, or damages incurred as a result of any of your User-Generated Content. ETIS does not control and assumes no responsibility for the appropriateness of any User-Generated Content, regardless of how it is provided and where. Any opinion regarding the Products and Services, as well as the market situation and financial products (in the widest possible exception), is the sole and exclusive responsibility of whoever makes it.

18. MISCELLANEOUS

If a provision of the Agreement is determined by any court or other competent authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement.

The Customer may not assign, transfer, mortgage, charge, sub-contract, or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of ETIS.

The Customer agrees not to solicit, in any capacity whatsoever, any of ETIS's employees during the Term and for a period of one (1) year from the termination or expiry of this Agreement, without the express written consent of ETIS.

ETIS may assign and sub-contract the Agreement or any of its rights and obligations hereunder at any time without notice or consent of the Customer.

Nothing contained in the Agreement will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a Party hereto, and any person who is not a Party hereto shall not be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third party beneficiary to this Agreement and may enforce the provisions of the Agreement. Neither the Agreement, nor the receipt of the Services by the Customer creates a contractual relationship between the Customer and the Service Providers, and the Customer is not a third-party beneficiary of any agreement between ETIS and its Service Providers.

Unless otherwise specified in this Agreement, all notices, or other communications under or in connection with the Agreement shall be given in writing (including email) to the addressees set out in the Service Order.

The Agreement represents the entire agreement between ETIS and the Customer and shall supersede all prior statements, representations, understanding, discussions, and agreements, whether oral or written. The Customer acknowledges that they have relied on no oral or written representations, statement or undertaking of any kind made by or on behalf of ETIS.

Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, shall not be construed as a waiver of such provision, right or remedy, and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's further exercise of that provision or right or remedy. No exercise or enforcement by either Party of any right or remedy under this Agreement shall preclude or restrict the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce. Without limiting the foregoing, no waiver by any Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Agreement.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

Each Party hereby represents and warrants that it has full right and authority to enter into and perform all applicable provisions of this Agreement and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all applicable provisions of this Agreement.

ETIS reserves the right to update these general T&Cs from time to time. Renewal of the Fixed Term or any Renewal Term or payment of the Annual Price shall be deemed as a confirmation of acceptance of any updated T&Cs notified to the Customer prior to such renewal or payment.

ETIS may assign these Terms or any right or obligation of these Terms or any related Data necessary for the provision of the Services, without the consent of the other party.

Some information is purely informative and, unless otherwise provided, does not constitute a contractual proposal or an offer to the public.

19. PERSONAL DATA

ETIS, for the sole purpose of managing the relationship under these Terms and Conditions, will know personal data concerning the Customer and its representatives, exponents, employees, clients, collaborators, etc., knowledge of which, although not mandatory, is necessary to establish and execute any relationship. To this end, all the provisions included in the privacy policy would apply. By acceptance of this document, the Customer declares to have viewed, understood and accepted the Privacy Policy.

20. GOVERNING LAW & JURISDICTION

The governing law of the Agreement and any dispute arising out of or in connection with it (including non-contractual disputes) shall be the law of Turkey.

ETIS TECHNOLOGIA
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