

**STANDARD CONTRACT - 4**  
**FOR**  
**THE TRANSFER OF PERSONAL DATA ABROAD**  
**(FROM PROCESSOR TO CONTROLLER)**

**PART 1**  
**General Provisions**

**Clause 1- Purpose and Scope**

- (a) The purpose of this standard contract is to ensure compliance with the provisions of Personal Data Protection Law No. 6698 dated 24/3/2016 (hereinafter referred to as ‘the Law’) and the By-Law on Procedures and Principles for the Transfer of Personal Data Abroad (hereinafter referred to as ‘the By-Law’), which entered into force following its publication in the Official Gazette dated 10/7/2024 and numbered 32598.
- (b) The data processor transferring personal data abroad (hereinafter referred to as ‘data exporter’) and the data controller in a foreign country receiving personal data from the data exporter (hereinafter referred to as ‘data importer’) have agreed to this standard contract (hereinafter referred to as ‘the Contract’).
- (c) This Contract applies with respect to the transfer of personal data abroad as specified in Annex I.
- (d) The Appendix to this Contract containing the annexes (hereinafter referred to as ‘Annexes’) forms an integral part of this Contract.

**Clause 2- Effect and Invariability of the Contract**

- (a) This Contract sets out appropriate safeguards for the transfer of personal data abroad, including enforceable data subject rights and effective legal remedies in the country receiving the transfer as well, in accordance with Article 9(4) of the Law and the By-Law, provided that no additions, deletions, or modifications are made.
- (b) This Contract is without prejudice to obligations to which the data exporter is subject by virtue of the Law, the By-Law, and other relevant legislation.

**Clause 3- Third-Party Beneficiary Rights**

- (a) Data subjects may invoke the clauses of this Contract, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- i) Clause 1, Clause 2, Clause 3, and Clause 6.
  - ii) Clause 7.1(b) and Clause 7.3(b).
  - iii) Clause 16
- (b) Paragraph (a) is without prejudice to the rights of data subjects under the Law.

#### **Clause 4- Interpretation**

- (a) Where this Contract uses terms that are defined in the Law, the By-Law, and other relevant legislation, the definitions provided in the respective regulations shall apply.
- (b) This Contract shall be interpreted in accordance with the Law, the By-Law, and other relevant legislation.
- (c) This Contract shall not be interpreted in a way that conflicts with rights and obligations provided for in the Law, the By-Law, and other relevant legislation.

#### **Clause 5- Rule of Conflict**

In the event of a contradiction between the clauses of this Contract and the provisions of other relevant agreements between the Parties, existing at the time this Contract is agreed or entered into thereafter, the clauses of this Contract shall prevail.

#### **Clause 6- Description of the Transfer**

The details of the transfer of personal data abroad to be carried out under this Contract, and in particular the categories of personal data to be transferred, the legal basis for the transfer, and the purpose or purposes of the transfer, are specified in Annex I.

### **PART II Obligations of the Parties**

#### **Clause 7- Safeguards for Personal Data Protection**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is competent, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under this Contract.

##### **Clause 7.1- Instructions**

- (a) The data exporter shall process the personal data only in accordance with the instructions from the data importer acting as its controller for whom the data exporter carries out processing activities.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe the Law, the By-Law, and other relevant legislation.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under the Law, including in the context of sub-processing or as regards cooperation with the Personal Data Protection Authority (hereinafter referred to as ‘the Authority’).
- (d) After the end of data processing activities of the data exporter performed on behalf of the data importer; the data exporter warrants that, at the choice of the data importer, it will either return the personal data together with its backups to the data importer or ensure the complete destruction of the personal data processed on its behalf. The data exporter shall certify the destruction of the data for the data exporter.

## **Clause 7.2- Data Security**

(a) The Parties shall implement all necessary technical and organisational measures, including during transmission, to ensure an appropriate level of security corresponding to the nature of personal data, aiming to prevent unlawful processing of personal data, unlawful access to personal data, to ensure the protection of personal data, and to safeguard personal data against accidental loss, destruction or damage. In determining such measures, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing and the risks involved in the processing to the fundamental rights and freedoms of data subjects.

(b) The data exporter shall assist the data importer in taking all technical and organisational measures to ensure appropriate security of the personal data in accordance with paragraph (a). In the event that the personal data processed by the data exporter under this Contract is obtained by others through unlawful means, the data exporter shall notify the data importer without undue delay after becoming aware of the breach and assist the data importer in taking necessary measures to mitigate possible adverse effects of the breach.

(c) The data exporter shall ensure that natural persons authorised to access the personal data do not disclose the personal data they have learned to third parties in breach of this Contract, and do not use the data for any purposes other than those for which it was processed.

## **Clause 7.3- Documentation and Compliance**

(a) The Parties shall be able to demonstrate compliance with this Contract.

(b) The data exporter shall make available to the data importer all information and documents necessary to demonstrate compliance with its obligations under this Contract, and allow for and contribute to audits.

## **Clause 8- Data Subject Rights**

The Parties shall assist each other in responding to the enquiries and requests made by data subjects under the local law applicable to the data importer, or for data processing activities of the data exporter residing in Türkiye, under the Law.

## **Clause 9- Redress**

In case of a dispute between a data subject and a data importer concerning third-party beneficiary rights under this Contract, the data subject may submit his/her requests to the data importer regarding the matter. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice to the data subjects or on its website, of a contact point authorised to handle requests. The data importer shall promptly address any requests it receives from data subjects.

*[Optional provision at the parties' discretion: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. The data importer shall inform the data subjects, in the manner as specified above, of such redress mechanism and that they are not required to use it, or initially use it in seeking redress.]*

## **Clause 10- Liability**

- (a) Each Party shall be liable to the other Party for the damages arising from any breach of this Contract.
- (b) Each Party shall be liable to the data subject. The data subject shall be entitled to receive compensation, for any material or non-material damages that the Parties cause the data subject by breaching the third-party beneficiary rights under this Contract. This is without prejudice to the liability of the data exporter under the Law.
- (c) Where both Parties are responsible for any damage caused to the data subject as a result of a breach of this Contract, all responsible Parties shall be severally liable, and the data subject is entitled to bring an action in court against any of these Parties.
- (d) If one Party fully compensates the data subject for the damage under paragraph (c), it reserves the right of recourse against the other party in proportion to its fault.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

## **PART III**

### **National Law and Obligations in case of Access by Public Authorities**

*(This section shall be included in the contract where the processor, transferring data, combines the personal data received from the controller, receiving data, with personal data collected in Türkiye)*

## **Clause 11- National Law and Practices Affecting Compliance with the Contract**

The data importer agrees, declares, and undertakes that there are no national regulations or practices in conflict with this Contract regarding the personal data to be transferred under this Contract. In the event of changes in legislation or practices that may impact the data importer's ability to fulfil its obligations under this Contract during its term, the data importer shall notify the data exporter promptly, and in such a case, the data importer agrees that the data exporter reserves the right to suspend the data transfer or terminate this Contract.

## **Clause 12- Obligations of the Data Importer in case of Access by Public Authorities**

The data importer shall notify the data exporter promptly of any requests from administrative or judicial authorities regarding the personal data transferred under this Contract, or if it becomes aware of any direct access by administrative or judicial authorities to personal data transferred pursuant to this Contract. In such a case, the data importer agrees that the data exporter shall have the right to suspend the data transfer or terminate this Contract, depending on the nature of the request or access.

## **PART IV**

### **Final Provisions**

#### **CLAUSE 13- Non-Compliance with the Contract and Termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with this Contract, for whatever reason.

(b) In the event that the data importer is in breach of this Contract or unable to comply with this Contract, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the Contract is terminated. Provisions of Clause 11 and Clause 12 are reserved.

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under this Contract, where:

- i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with this Contract is not restored within a reasonable time and, in any event, within one month of suspension,
- ii) the data importer is in substantial or persistent breach of this Contract,
- iii) the data importer fails to comply with the decisions of a competent court regarding its obligations under this Contract.

In these cases, the data exporter shall inform the Personal Data Protection Board.

(d) In the event that the contract is terminated pursuant to paragraph (c), the data importer shall completely destroy all personal data collected by the data exporter in Türkiye and transferred, including its backups. The data importer warrants that, even if there are legislative provisions that may prevent it from fulfilling this obligation, it will continue to ensure compliance with this Contract, take necessary technical and organisational measures to safeguard the confidentiality of the personal data subject to transfer, and continue to processing activity only to the extent and for the duration required by legislation. The data importer shall certify the destruction of the data for the data exporter. Until the data is returned or completely destroyed, the data importer shall continue to ensure compliance with this Contract.

#### **Clause 14- Notification of the Contract to Authority** *(Optional provision at the parties' discretion.)*

*[Data exporter/data importer]* shall notify the Authority of this Contract within five business days following the finalisation of all signatures.

#### **Clause 15- Governing Law**

This Contract shall be governed by the law of \_\_\_\_\_ *[specify country]*, which recognizes third-party beneficiary rights.

#### **Clause 16- Competent Court**

Any dispute arising from this Contract shall be resolved by the courts of \_\_\_\_\_ *[specify country]*.

<b>Data Exporter:</b> Address: Contact Person's Full Name, Title and Contact Details: Signatory's Full Name and Title: Signature and Date:	<b>Data Importer:</b> Address: Contact Person's Full Name, Title and Contact Details: Signatory's Full Name, Surname and Title: Signature and Date:
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## APPENDIX

### *ANNEX I*

#### DESCRIPTION OF TRANSFER

##### **Activities of the Data Exporter Regarding the Personal Data Transferred Under This Contract**

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##### **Activities of the Data Importer Regarding the Personal Data Transferred Under This Contract**

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##### **Group or Groups of Data Subjects**

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##### **Categories of Personal Data Transferred**

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##### **Categories of Sensitive Personal Data Transferred (if applicable)**

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**Legal Basis for the Transfer**

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**Frequency of the Transfer**

*(e.g. whether the data is transferred on a one-off or continuous basis)*

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**Nature of the Processing Activity**

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**Purposes of the Data Transfer and Further Processing**

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**Personal Data Retention Period**

(Specify the period for which the personal data will be retained. If that is not possible, provide the criteria used to determine the retention period)