



**AYJET ANATOLIAN STARS AIR  
TRANSPORTATION AND FLIGHT  
TRAINING SERVICES INC.  
LETTER OF UNDERTAKING FOR THE  
PROTECTION OF PERSONAL DATA**

DOCUMENT NO:	DD-036(ENG)
REVISION NO:	00
REVISION DATE	05.12.2019

**LETTER OF UNDERTAKING FOR THE PROTECTION OF PERSONAL DATA**

We, as....., hereby agree, declare and undertake that we have read and comprehended the following matters taking place at this letter of undertaking and shall act in conformance to these matters within the directions of the objectives of Articles 8 and 9 of the Law no. 6698 on the Protection of Personal Data, published at the Official Gazette of April 07, 2016 and ..... contract(s) that we have executed with AYJET ANATOLIAN STARS AIR TRANSPORTATION & FLIGHT TRAINING SERVICES INC. (hereinafter shall briefly be referred to as "AYJET").

In this respect, we hereby agree, declare and undertake;

1. That all sorts of information pertaining to real entities pursuant to one or more matters of all personal data including but not limited to all kinds of names-surnames or titles, identification/tax registration/Mersis (Central Registration System) number, age, sex, profession/commercial activity, health, genetic information on so on, and one or more matters that may be definable and determinable within the scope of the commercial relationship by and between AYJET and according to the password (number) or revealing the psychological, physical, economic, cultural or social identity shall be personal data and regarded as "Confidential Information" before all else;
2. That we shall be obliged to show the best effort on the protection of personal data, put under protection by mainly the Turkish Constitutional Law, and the Turkish Criminal Law no. 5237, Turkish Civil Law 4721 and Law no. 6698 on the Protection of Personal Data and through a primary and/or secondary regulation that are in force but not indicated specifically and fulfil our legal obligations;
3. That we shall process the personal data only within the direction of the objectives, indicated by AYJET, and the processing of the personal data in any way beyond the mentioned objective may only be possible upon a clear and express consent under necessary circumstances and in case we implement our obligation for clarification within the scope of the Law no. 6698 on the Protection of Personal Data towards the data owner with regard to such processing;
4. That we shall store the personal data within the direction of the objective, indicated by AYJET and during the term of the commercial relationship with AYJET and period that may be necessary for the performance of this objective and/or under our possession with the limitation of the period of time, indicated at the applicable regulation, and can transmit the said personal data to any third parties in the event that we use the services of the providers on the third party position for the performance of the mentioned objective, however, in such case, ensure the mentioned third parties to conform to the provisions of the letter of undertaking; and that in case it may be necessary for us or our suppliers to transmit personal data to any third parties abroad under this article, we shall exclusively be responsible for the fulfilment of the terms and conditions, sought by the Law no. 6698 on the Protection of Personal Data and for the conformance of all arrangements due to be envisaged by the Law no. 6698 on the Protection of Personal Data.
5. That we shall be obliged to take necessary legal, technical and environmental measures in order to preclude any unauthorized access both by our personnel and any third parties into the personal data and any use of the personal data apart from the objective of transmission of the personal data to us, and any measures due to be taken within this scope will not be, in anyway, less than the measures, taken for the safety of the personal data, stored by any foresighted tradesman with himself operating in similar fields or applicable regulation (if any);



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6. That we shall be responsible for the provision of data transmission in a secure manner under the circumstances where the transmission of personal data to a third party is provided in a manner, permitted by AYJET;
7. That in case an unauthorized access is realized into the personal data or in this framework, the personal data become accessible by any third parties in any manner contrary to this letter of undertaking, we shall immediately notify AYJET of such circumstance forthwith (within the same day) and provide all sorts of information, documents and support that may be required by AYJET in order to prevent the occurrence of any loss and bring any loss that may arise in this respect to a minimum level;
8. That we shall be obliged to inform our personnel and personnel of our sub-contractors, if any, in writing about the matters, envisaged within the scope of this letter of undertaking with relation to the processing of the personal data, and in case the aforementioned personnel act contrary to the provisions of the letter of undertaking or arrangements taking place at the applicable regulation, then, be responsible jointly and in succession with the personnel at issue for any losses that may incur in this context;
9. That we shall return all kinds of instruments and media where the personal data pertaining to the aforementioned contract(s) and any records/entries, held by us, upon expiry of the contract(s) by and between the contractual parties hereunder against issuance of a report containing the signatures of both sides, and in case of existence of the written request of AYJET, delete or destroy the same in accordance with such request;
10. That in case the entire terms and conditions for processing the personal data, transmitted to us, disappear, and upon notification of this matter to us by AYJET, then, necessary procedures shall not be made within the scope of the Regulation on Deletion, Destruction or anonymization of Personal Data;
11. That in case the owner of the personal data comes forth with a demand from us in any way whatsoever with relation to his/her rights within the scope of the related applicable regulation, then, we shall make a written notification to AYJET forthwith with regard to such demand;
12. That we will be subject to the audit of the Personal Data Protection Agency and AYJET in respect of the personal data processing activities within the scope of the contract, and AYJET will be able to exercise the mentioned right of auditing either personally or by way of any third party, or may ask us to effectuate such audit.
13. That in case we act contrary to this letter of undertaking and as a consequence, cause any loss to be incurred with AYJET, then, we shall be responsible on exclusive basis for all losses that may be incurred both with AYJET and any third parties, and be obliged to indemnify the foregoing loss immediately upon first request of AYJET, and be directly responsible for any fines and losses that may be imposed by all sorts of administrative authorities upon AYJET within the direction of this letter of undertaking, and in the event that it may be obligatory for AYJET to make any payment(s); and in case AYJET is obliged to make any payment under any name and title to both any third parties and administrative authority as a requirement of this letter of undertaking, then, AYJET will be entitled to have recourse to us with relation to the mentioned amounts.