

PURCHASE AGREEMENT FOR PRODUCTS DIRECTORY

This Membership Agreement ("Agreement") is made between **DD YAZILIM TEKNOLOJİLERİ A.Ş.** (hereafter referred to as "Directory Defence"), which owns and operates the website at <https://www.directorydefence.com/> (hereafter referred to as the "Website"), registered at Mustafa Kemal Mah. 2088 Sk. No:6 Çankaya / Ankara, and the **Client** (as defined below).

Directory Defence acts as the data controller, overseeing the purposes and means of processing personal data and managing the data recording system, which you are deemed to accept by using the website.

1. INTRODUCTION

1.1 These terms and conditions (the "Master Terms"), the Website Terms, and the Purchase Agreement(s) (as defined below) together (the "Agreement") govern the use by the Client of any subscription content together with any ancillary products and services, in whatever form and however provided, which are provided by Directory Defence and purchased in accordance with the relevant Purchase Agreement (the "Services").

1.2 Your acceptance of the Purchase Agreement constitutes an application to use the Services pursuant to the terms of this Agreement. By accessing and using the Services, you confirm your agreement to be bound hereby.

2. DEFINITIONS

2.1 All references to "us," "our," and "DIRECTORY DEFENCE" in this Agreement refer to DD YAZILIM TEKNOLOJİLERİ A.Ş. and its affiliates. All references to "you," "your," and "user" in this Agreement refer to the Client and all authorized users.

2.2 In the Agreement, the following words shall have the following meanings:

- **"Affiliate"** means any entity controlling, controlled by, or under common control with the Client or Directory Defence.
- **"Charges and Fees"** means the charges and fees specified in the Purchase Agreement payable by the Client to Directory Defence.
- **"Client"** means the entity identified as such in the Purchase Agreement.
- **"Client Authorized Signatory"** means any individual authorized by the Client to enter into legally binding agreements on behalf of the Client.
- **"Confidential Information"** means all non-public information in any form, furnished or made available in connection with the Agreement by or on behalf of one party ("Disclosing Party") to the ("Receiving Party") which is marked confidential or restricted or would be understood by a reasonable person in the Receiving Party's position to be confidential.
- **"Effective Date"** means the date when the Purchase Agreement is executed by the parties incorporating the Master Terms.
- **"Entity"** means the legal entity comprising the Client, including the Client's Affiliates.

- **“Notice of Cancellation”** means written notice of termination of the Agreement served by the Client Authorized Signatory or Directory Defence on the other party no later than 90 days prior to the next Renewal Date.
- **“Privacy Policy”** means the Directory Defence privacy policy as published on the Directory Defence Websites (as varied from time to time by Directory Defence).
- **“Purchase Agreement”** means the purchase agreement or form, including any such form completed online, forming part of the Agreement which the Client completes to receive (a) the Directory Defence Content; and/or the Services.
- **“Renewal Date”** means the date on which each Renewal Term shall commence and being the date following the last day of the Term and each anniversary thereof.
- **“Renewal Term”** means, in relation to a Purchase Agreement for Directory Defence Content and/or Directory Defence Services, each automatic period of renewal following the Term which will have a duration equivalent to the Term for that Purchase Agreement.
- **“Services”** has the definition given in Clause 1 above.
- **“Sites”** means all website(s) run by Directory Defence incorporating any Directory Defence content.
- **“User”** means each employee, consultant, or contractor of the Client who has been nominated by the Client and agreed with Directory Defence to have access to or otherwise be supplied with the Directory Defence Sites and content subscribed for by the Client.
- **“Registered IP Addresses”** means the internet protocol addresses listed in the Purchase Agreement and associated with the Client’s premises.
- **“Website Terms”** means the website terms governing use of the Sites as published on the Sites (and as may be varied from time to time by Directory Defence upon posting on the Sites).
- **“Directory Defence Authorized Signatory”** means any individual on the Directory Defence executive team authorized to enter into legally binding agreements on behalf of Directory Defence.
- **“Subscription Period”** means the period of time stated in the Purchase Agreement for which access to the Directory Defence Sites is granted.

3. PLAN OPTIONS FOR COMPANIES TO UPLOAD PRODUCT DIRECTORY

The Company offers membership options with varying levels of benefits, detailed as follows, please select one of the appropriate purchase options for you:

1-3 PRODUCTS ON DIRECTORY DEFENCE PRODUCT DIRECTORY:

- Product Listing: Up to 3 products
- Complete Company Profile

- Contact Information for Product Inquiries (Emails, Phone Numbers, and Addresses)
- Company Website Link
- **Purchase Fee:** \$950.00 + VAT

3-10 PRODUCTS ON DIRECTORY DEFENCE PRODUCT DIRECTORY:

- Product Listing: Up to 3 products
- Complete Company Profile
- Contact Information for Product Inquiries (Emails, Phone Numbers, and Addresses)
- Company Website Link
- **Purchase Fee:** \$1.250.00 + VAT

10-30 PRODUCTS ON DIRECTORY DEFENCE PRODUCT DIRECTORY:

- Product Listing: Up to 3 products
- Complete Company Profile
- Contact Information for Product Inquiries (Emails, Phone Numbers, and Addresses)
- Company Website Link
- **Purchase Fee:** \$1.500.00 + VAT

4. SUBSCRIPTION CONTRACT

4.1 When you telephone, email, submit an order online by clicking on the “Submit Order” button or e-mail, post or fax us with details of your order, you are making an offer to take out a subscription which, if accepted by us in writing, will result in a binding contract.

4.2 Upon you receiving the Order Confirmation of your subscription order, we agree to grant you access to your Directory Defence products upload features along with access to

www.directorydefence.com

5. FEES AND PAYMENT TERMS

5.1 You agree to pay to Directory Defence, in advance, the non-refundable fee for access to the Services as specified in the Purchase Agreement (the “Fee”). All invoices, if applicable, in respect of the Fee are due and payable by you within 10 days of the date of the relevant invoice. Access to the Services may not be granted until payment of any Fee is received by Directory Defence, and such access prior to payment of the Fee shall be granted at the sole discretion of Directory Defence.

5.2 You are also responsible for all taxes and other government charges or fees, which Directory Defence may add and bill to your account.

5.3 In addition to the charges set forth above, you may incur and are responsible for all charges associated with connecting to the Digital Sites and Services, including all telephone access lines,

telephone and computer equipment, and any service fees necessary to access the Sites.

5.4 Fees can be transferred to the USD Bank Account of Directory Defence.

6. CONTRACT TERM AND RENEWAL

6.1 This Agreement shall commence on the date on which Directory Defence accepts and provides you with written Confirmation of your order, and from the date you and any Authorized users shall have access to the Services in accordance with the Purchase Agreement.

6.2 All subscription contracts are for a minimum 12-month period including subscriptions which begin with introductory rates. For any renewal, Directory Defence will process the new period upon customer's approval.

7. TERMS OF USE

7.1 Directory Defence grants you an agreement to present your company profile and product details on the Website accordingly to selected / checked purchase agreement at article 3.

7.2 Members are legally responsible for the accuracy, completeness, and legality of the company information and product data they provide. By submitting company profiles and product details to the Website, Members represent and warrant that all such information is true, accurate, current, and complete, and that they have the legal right to provide such information.

7.3 Members agree to update any information as necessary to maintain its truth, accuracy, and completeness.

7.4 Members acknowledge that Directory Defence shall not be liable for any inaccuracies, errors, or omissions in the information provided by Members, nor for any claims or damages arising from or related to the information submitted and published by Members.

7.5 It is the sole responsibility of each Member to ensure that the content they provide does not infringe upon the rights of third parties or violate any applicable laws or regulations.

7.6 Members agree to indemnify and hold harmless Directory Defence and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising from or related to any breach of these representations and warranties or any content provided by the Member.

7.7 By providing company profiles and product details, Members agree to comply with all applicable laws, regulations, and standards, including but not limited to those related to intellectual property, data protection, and privacy.

7.8 Directory Defence reserves the right to publish the products exhibited by members in its own corporate format, resolution, and layout style. Members acknowledge and agree that Directory Defence may adjust the presentation of such products to align with its branding and technical standards.

7.9 Directory Defence grants you a membership to present your company profile and product details

7.10 Directory Defence may adjust the resolution of the images provided by Members to optimize platform speed and performance. Members acknowledge and agree to such adjustments as necessary for platform functionality.

7.11 Directory Defence reserves the right to reject a Member's application or the data submitted for membership or product listing. In such cases:

- If the application or data is not accepted, the membership fee paid by the Member will be refunded.
- Refunds may be subject to deductions for administrative or processing fees, as determined by Directory Defence.
- In cases of rejection, the remaining duration of the membership will be calculated on a monthly basis, and any refund will be adjusted accordingly for the unused portion.

7.12 Members agree and acknowledge that refunds, if applicable, will be processed only after deducting such fees, and Directory Defence shall not be liable for any claims regarding the deductions.

8. CONFIDENTIALITY

8.1 Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.

8.2 Each party shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and/or (ii) to the extent that such confidential information is required to be disclosed by law.

9. DATA PROTECTION AND PRIVACY POLICY

9.1 Directory Defence uses any personal and transactional information (e.g., Name, address, e-mail address) you supply to fulfill your membership and to contact you to renew your subscription.

10. GOVERNING LAW AND JURISDICTION

10.1 The Agreement shall be governed by, and construed in accordance with, the laws of Turkiye, and the courts of Turkiye shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of registration.

DD YAZILIM TEKNOLOJİLERİ A.Ş. (Directory Defence)

[Name]

[Authorized Signatory]

[Signature]

[Date]

Client

[Client Name]

[Authorized Signatory]

[Signature]

[Date]