

PERSONALITY INVENTORY USAGE RIGHTS SALES AND SERVICE AGREEMENT

Agreement No: Date: / / 20.....

ARTICLE 1 - PARTIES

1.1 CHARACTERIX	
Company name	CharacterIX Eğitim Hizmetleri Anonim Şirketi ("CharacterIX")
Address	Ünalan Mah. Sarnıç Sk. New City İstanbul A3 Blok No:3/A3/22 Üsküdar / İstanbul, Türkiye
Phone / E-mail	+90 850 840 87 16 / info@characterix.net
Tax Office / Tax No	Ümraniye / 209 082 7713
Trade Registry No	104803-5
MERSIS No	0209082771300001

1.2 INSTITUTION (the "Institution")	
Name	
Address	
Tax Office / Tax No	
Registration No (if any)	
Phone	
E-mail (for notices)	
Authorised person / Title	

1.3 The addresses and e-mail addresses above are the parties' addresses for notices. Unless a change of address is notified to the other party in writing within 7 (seven) days, notices sent to the former address shall be deemed validly served.

ARTICLE 2 - DEFINITIONS

In this Agreement, the following terms have the meanings set out below:

- System:** the online inventory application, analysis and reporting platform provided by CharacterIX via characterix.global and related domains;
- Institution Account:** the account opened on the System on behalf of the Institution, to which the Institution's Usage Rights are assigned;
- Institution Administrator:** the natural person or persons authorised by the Institution to manage the Institution Account;

- d) **Participant:** an employee, candidate, student or other natural person to whom the Institution applies the inventory;
- e) **Parent:** the parent or legal guardian of a Participant under 18 years of age;
- f) **Usage Right (licence):** the unit, as specified in the Order or price quotation, representing the right to apply the inventory to one Participant and to generate the related Report;
- g) **Order:** a request to purchase Usage Rights placed by the Institution via the System or by e-mail, or made by accepting a CharacterIX price quotation;
- h) **Active Use:** the transactions listed in Article 10.2;
- i) **Report:** the analysis, assessment and reporting outputs generated by the System.

ARTICLE 3 – SUBJECT AND NATURE OF THE AGREEMENT

- 3.1 The subject of this Agreement is to set out the terms and conditions for the use, via the System, of the analysis, assessment and reporting services relating to the CharacterIX Personality Inventory, and for the purchase, use and transfer of Usage Rights.
- 3.2 By this Agreement, the Institution purchases the Usage Rights specified in Article 19. Subsequent purchases are made by price quotation or Order and invoice in accordance with Article 9 and are subject to the provisions of this Agreement.

ARTICLE 4 – ROLES AND RESPONSIBILITIES

- 4.1 CharacterIX is the system provider that develops the inventory, operates the System infrastructure and generates the Reports.
- 4.2 The Institution is the party that actually applies the inventory, conducts the information and consent processes for Participants and Parents, and bears the administrative responsibility for the application.
- 4.3 With respect to Participants' personal data, the Institution is the data controller and CharacterIX is the data processor acting on behalf of the Institution. Provisions on these roles are set out in Article 7.

ARTICLE 5 – RIGHTS AND OBLIGATIONS OF CHARACTERIX

- 5.1 CharacterIX exercises due care to keep the System accessible and operational, and announces planned maintenance in advance via the System or by e-mail whenever possible.
- 5.2 CharacterIX has the right to make necessary technical updates, improvements and changes to the System. Such changes may not prevent the use of purchased Usage Rights or remove the essential benefit the Institution expects from this Agreement.
- 5.3 Reports do not constitute a medical diagnosis or a clinical or psychiatric assessment; they are informative outputs prepared to support individual development and institutional decision-making.
- 5.4 CharacterIX makes the balance of unused Usage Rights and the date of the last Active Use in the Institution Account viewable via the System, or provides them upon request of the Institution Administrator.

ARTICLE 6 – RIGHTS AND OBLIGATIONS OF THE INSTITUTION

- 6.1 Before the inventory is applied, the Institution is solely responsible for informing Participants and, where necessary, Parents and for obtaining the required consents under the Turkish Personal Data Protection Law No. 6698 ("KVKK") and any other data protection legislation applicable to the Institution. Obtaining Parent consent for Participants under 18 years of age is the responsibility of the Institution.
- 6.2 The sample consent clauses published on CharacterIX's website are for information purposes only. Their use, their adaptation to the Institution's own processes and their compliance with the law are the responsibility of the Institution.

- 6.3 Participants aged 18 or over additionally give their approval on the System before the application, and this approval is stored as a log record.
- 6.4 The Institution keeps signed consent documents in its own records and produces them upon request of the competent authorities or, in the event of a dispute, upon CharacterIX's written request.
- 6.5 The inventory is not applied to a Participant who withdraws consent or does not wish to participate. The Institution flags this on the System or notifies CharacterIX in writing within a reasonable time after learning that consent has been withdrawn.
- 6.6 Decisions on recruitment, placement, assignment, guidance and similar matters made on the basis of Reports are the responsibility of the Institution. The Institution does not base decisions producing legal effects concerning a Participant solely on a Report.
- 6.7 The Institution is responsible for keeping the usernames and passwords of Institution Administrators confidential and notifies CharacterIX immediately upon learning of any unauthorised use. Until such notification, transactions made through the Institution Account are deemed to have been made by the Institution.
- 6.8 The Institution uses Reports only in its own internal processes and for sharing with the relevant Participant or Parent; it may not sell Reports to third parties or distribute them for commercial purposes.

ARTICLE 7 – PROTECTION OF PERSONAL DATA

- 7.1 The parties agree to comply with the KVKK, its secondary legislation and any other applicable data protection legislation.
- 7.2 As data processor, CharacterIX processes Participants' personal data solely for applying the inventory, analysis and reporting, in line with the purpose of this Agreement and the Institution's instructions; it does not use such data for its own purposes, transfer it to third parties or sell it.
- 7.3 CharacterIX may anonymise personal data and use it for scientific validity, reliability and norm studies of the inventory and for statistical purposes. Anonymised data can in no way be associated with a Participant or the Institution.
- 7.4 In accordance with Article 12 of the KVKK, CharacterIX takes the technical and administrative measures necessary to prevent unlawful processing of and unlawful access to personal data; it limits access to authorised personnel and keeps records of transactions.
- 7.5 If CharacterIX becomes aware of a data breach concerning Participant data, it notifies the Institution without delay and at the latest within 24 (twenty-four) hours, so that the Institution can fulfil its notification obligations under the KVKK.
- 7.6 If personal data needs to be hosted or transferred abroad, CharacterIX does so only in compliance with the conditions set out in Article 9 of the KVKK.
- 7.7 Requests by Participants and Parents under Article 11 of the KVKK are addressed to the Institution. CharacterIX provides the technical support necessary for the Institution to respond to such requests.
- 7.8 The parties may, if they deem it necessary, sign a detailed protocol on the processing of personal data. Until such a protocol is signed, the provisions of this Article apply; once signed, the protocol is deemed an annex to this Agreement.

ARTICLE 8 – CONFIDENTIALITY

- 8.1 Each party keeps confidential the commercial, technical and financial information of the other party obtained under this Agreement and uses it only for the performance of this Agreement. This obligation continues for 3 (three) years after the termination of the Agreement.
- 8.2 The confidentiality obligation regarding personal data is not limited in time and continues until the data is deleted, destroyed or anonymised.

- 8.3 Disclosures made upon request of legally competent authorities do not constitute a breach of confidentiality.

ARTICLE 9 – ORDERS, FEES AND PAYMENT

- 9.1 Apart from the purchase specified in Article 19, Usage Rights are purchased through Orders placed by the Institution via the System or by e-mail, or by acceptance of a CharacterIX price quotation. The quantity and price of each Order are determined in the Order, the quotation and the invoice on the basis of the prices in effect on the Order date.
- 9.2 Payment is made in advance, in Turkish Lira, to the bank account stated on the invoice within 7 (seven) days of the invoice date at the latest. Usage Rights and inventory passwords are assigned to the Institution Account and activated once the price is credited to CharacterIX's account; passwords are not activated before payment.
- 9.3 Price changes apply only to Orders placed after the change and do not affect Usage Rights already paid for.
- 9.4 Usage Rights and passwords relating to an Order that has not been paid in full are not activated until payment is made.
- 9.5 Value added tax and other statutory charges on the prices are shown separately on the invoice in accordance with the applicable legislation.

ARTICLE 10 – VALIDITY OF USAGE RIGHTS, ACTIVE USE, REFUNDS AND TRANSFER

- 10.1 Purchased Usage Rights remain valid as long as the Institution Account is open. **As long as an inventory application or transaction takes place in the Institution Account every year, Usage Rights are not subject to any time limit or limitation period;** unused rights carry over to subsequent years.
- 10.2 Each of the following constitutes Active Use:
- a) completion of the inventory by at least one Participant through the Institution Account;
 - b) purchase of Usage Rights by the Institution through a new Order;
 - c) assignment to the Institution Account of Usage Rights transferred under Article 10.8.
- 10.3 **If no Active Use occurs in the Institution Account for an uninterrupted period of 3 (three) years from the date of the last Active Use, unused Usage Rights expire automatically without prior notice and the Institution Account is closed.**
- 10.4 The Institution can monitor the date of the last Active Use and the balance of unused Usage Rights via the System (Article 5.4). Keeping track of this period is the responsibility of the Institution.
- 10.5 Upon closure of the Institution Account under this Article, unused Usage Rights expire without refund and the Agreement is deemed to have terminated automatically. The handling of data is governed by Article 14.
- 10.6 The period in Article 10.3 does not run during force majeure or while access to the System is prevented for reasons attributable to CharacterIX.
- 10.7 Usage Rights and fees paid are non-refundable. However, if CharacterIX terminates the Agreement without just cause attributable to the Institution or permanently discontinues the service, or if the Institution terminates the Agreement for just cause under Article 13.4, the price of unused Usage Rights is refunded to the Institution within 30 (thirty) days on the basis of the unit price at which they were purchased.
- 10.8 Unused Usage Rights may be used freely across different units, branches or projects within the Institution, and may be transferred to another institution upon the Institution's written request and CharacterIX's written approval. The transferee must have entered into an agreement with CharacterIX on the terms of this Agreement. Only unused Usage Rights pass with the transfer; personal data and Reports of the transferring Institution's Participants are not transferred.

ARTICLE 11 – INTELLECTUAL PROPERTY, BRAND AND PRESENTATION

- 11.1 All intellectual and industrial property rights in the inventory items, measurement and scoring methods, algorithms, report templates, software, content and the CharacterIX brand belong to CharacterIX. The Institution is granted only a non-exclusive, non-transferable licence limited to the Usage Rights it has purchased.
- 11.2 The Institution may not copy or reproduce the inventory items, apply them outside the System, reverse-engineer the System, or facilitate any of these acts.
- 11.3 The Institution may not present CharacterIX Reports as its own product or model, remove the CharacterIX designation from Reports, or create any website, system or brand that may be confused with the CharacterIX brand.

ARTICLE 12 – TERM

- 12.1 This Agreement enters into force on the date of signature and is concluded for an indefinite term. It terminates upon closure of the Institution Account under Article 10.5 or upon termination under Article 13.

ARTICLE 13 – TERMINATION

- 13.1 Either party may terminate this Agreement by giving 30 (thirty) days' prior written notice.
- 13.2 If CharacterIX terminates under Article 13.1 without just cause attributable to the Institution, the refund provision in Article 10.7 applies.
- 13.3 If the Institution terminates under Article 13.1, unused Usage Rights are not refunded; the Institution may use these rights until the termination date or request a transfer under Article 10.8 before giving notice of termination.
- 13.4 If either party breaches a material obligation under this Agreement and fails to remedy the breach within 15 (fifteen) days of written notice, the other party may terminate this Agreement with immediate effect by notice. If the Institution acts in breach of Article 11, CharacterIX may terminate without prior notice to remedy, in which case no refund is made.
- 13.5 Termination does not affect rights and obligations accrued before the termination date.

ARTICLE 14 – DATA RETENTION AND POST-TERMINATION OBLIGATIONS

- 14.1 During the term of the Agreement, Participant data and Reports are stored in the Institution Account for as long as the purpose of processing continues. The Institution may at any time request, via the System or by written instruction, the deletion of data whose purpose has ended.
- 14.2 Upon termination of the Agreement for any reason, the Institution may download its Reports or request their export within 60 (sixty) days of the termination date.
- 14.3 After termination of the Agreement, personal data is retained with restricted access for 3 (three) years solely for statutory obligations and as evidence in potential disputes, and is deleted, destroyed or anonymised at the end of this period.
- 14.4 Consent and approval records (log records) are retained for the period in Article 14.3. If a dispute arises within that period, the relevant records are retained until the dispute is finally resolved.

ARTICLE 15 – LIABILITY

- 15.1 The parties shall exercise due care in performing their obligations under this Agreement.
- 15.2 Except in cases of wilful misconduct and gross negligence, CharacterIX's total liability under this Agreement is limited to the total amount paid by the Institution to CharacterIX in the 12 (twelve) months preceding the event giving rise to the damage. CharacterIX is not liable for indirect damage or loss of

profit.

- 15.3 CharacterIX may seek recourse against the Institution for administrative fines, compensation and litigation costs it is required to pay because the Institution has failed to fulfil its information and consent obligations.

ARTICLE 16 – FORCE MAJEURE

- 16.1 Neither party is liable for obligations affected by events beyond its control, such as natural disasters, fire, epidemics, war, cyber attacks, general infrastructure or power outages, decisions of competent authorities and similar events.
- 16.2 The party affected by force majeure notifies the other party within a reasonable time. The period in Article 10.3 does not run during force majeure.
- 16.3 If force majeure lasts longer than 60 (sixty) days, either party may terminate this Agreement without compensation.

ARTICLE 17 – ELECTRONIC TRANSACTIONS, EVIDENCE AGREEMENT AND NOTICES

- 17.1 Orders placed via the System, Institution Administrator transactions and Participant approvals are recorded electronically. The Institution accepts that transactions made through the Institution Account are made on its behalf and are binding.
- 17.2 Pursuant to Article 193 of the Turkish Code of Civil Procedure No. 6100, the parties agree that CharacterIX's System and log records and the e-mail correspondence between the parties constitute conclusive evidence in disputes arising from this Agreement. The right to prove by counter-evidence that such records are inaccurate is reserved.
- 17.3 Consent and approval records are stored on the System and may be used as legal evidence when necessary.
- 17.4 Ordinary notices between the parties may be sent to the e-mail addresses in Article 1. Notices relating to termination and default are served through a notary public, registered mail with return receipt or registered electronic mail (KEP).

ARTICLE 18 – ACCESS TO THE AGREEMENT, AMENDMENTS AND INFORMATION DOCUMENTS

- 18.1 The Institution can access this Agreement via the System at any time.
- 18.2 CharacterIX notifies the Institution by e-mail of any amendments to this Agreement at least 30 (thirty) days before their effective date. Amendments apply to Orders placed after the effective date.
- 18.3 Amendments to the detriment of the Institution do not apply to Usage Rights purchased before the amendment without the Institution's express consent; such rights remain subject to the previous terms until used up.
- 18.4 The price list, privacy notice, consent texts and documents on application principles are made available on CharacterIX's website. In the event of any conflict between these documents or the commercial terms of price quotations and this Agreement, this Agreement prevails.

ARTICLE 19 – SALE PRICE AND STAMP TAX

- 19.1 By this Agreement, the Institution purchases the Usage Rights specified below. If a price quotation for the same Usage Rights has previously been accepted, this Article corresponds to that quotation and does not constitute a separate or additional purchase.

Product / Service	CharacterIX® Report Usage Package (Detailed + Summary Report)
Number of Usage Rights	

Unit price (excl. VAT)	
Total price (excl. VAT)	
VAT (20%) amount	
Grand total (incl. VAT)	
Amount in words	

19.2 The price is paid within the period in Article 9.2 against the invoice issued following the signature of this Agreement.

19.3 If a price is entered in Article 19.1, this Agreement is subject to Turkish stamp tax (0.948% as of 2026). **Stamp tax is paid by the parties in equal shares.** The tax is declared and paid by CharacterIX; the half share attributable to the Institution is charged to the Institution and paid upon first request.

Stamp tax amount	
CharacterIX share (50%)	
Institution share (50%)	

19.4 Stamp tax arising from subsequent amendment protocols containing a price, and from price quotations or order documents signed by both parties, is also paid by the parties in equal shares. Price quotations accepted without signature by e-mail or via the System are not subject to stamp tax.

19.5 If the Institution is a public administration within the meaning of Stamp Tax Law No. 488, the provisions of that law apply with respect to the party liable for the tax and deductions from public payments.

ARTICLE 20 – GOVERNING LAW AND DISPUTE RESOLUTION

20.1 This Agreement is governed by the laws of the Republic of Türkiye.

20.2 The Istanbul Anatolian (Anadolu) Courts and Enforcement Offices have jurisdiction over disputes arising from this Agreement. Statutory provisions on mandatory mediation are reserved.

ARTICLE 21 – MISCELLANEOUS

21.1 If any provision of this Agreement is held invalid, the validity of the remaining provisions is not affected.

21.2 The Institution may not assign its rights and obligations under this Agreement to third parties without CharacterIX's written consent; the transfer of Usage Rights is governed by Article 10.8.

21.3 Any protocol signed under Article 7.8 is deemed an annex to this Agreement.

21.4 This Agreement is executed in Turkish and English. In the event of any discrepancy between the two versions, the Turkish version prevails.

ARTICLE 22 – ENTRY INTO FORCE AND COUNTERPARTS

22.1 This Agreement consists of 22 (twenty-two) articles and has been executed in 2 (two) counterparts, read, initialled on each page and signed by the parties on the date below.

CHARACTERIX EĞİTİM HİZMETLERİ A.Ş.	INSTITUTION
Authorised signatory	Authorised signatory
Title	Title
Date / / 20.....	Date / / 20.....
Stamp / Signature	Stamp / Signature