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JOINT HEALTH AND SAFETY UNIT SERVICE AGREEMENT

PARTIES

This Agreement is signed by and between “**SERVICENOW Turkey Bilişim Sanayi ve Ticaret Limited Şirketi**” located at “MASLAK MAH/SEMT AKASYA SK. 2 B-1 103 SARIYER/ ISTANBUL” and “**ÜTOPYA İş Sağlığı ve Güvenliği Eğitim Danışmanlık Hiz. San. Tic. Ltd. Şti.**” Located at “Örnek Mahallesi Bilgili Sokak No:21 Da:2 Ataşehir/ISTANBUL” under the terms and conditions stated below.

“EMPLOYER” and “OSGB” will hereinafter be referred to exclusively as “Party” and together as “Parties”.

DEFINITIONS

EMPLOYER: SERVICENOW Turkey Bilişim Sanayi ve Ticaret Limited Şirketi

OSGB: ÜTOPYA İş Sağlığı ve Güvenliği Eğitim Danışmanlık Hiz. San. Tic. Ltd. Şti.

Service: Occupational Health and Safety service to be given by OSGB under Occupational Health and Safety Law no: 6331 and relevant regulations.

Agreement: The Agreement executed between the Employer and OSGB.

SUBJECT OF THE AGREEMENT

Subject of the Agreement is to determine the principles and procedures regarding occupational health and safety service to be given by OSGB to personnel located in Istanbul and working in institution.

TERM OF THE AGREEMENT

The Agreement becomes effective as of the signing date and expires 1 (one) year later. Unless either Party notifies the other Party in writing that they wish to terminate the Agreement at the latest 30 (thirty) days prior to the expiration date, the Agreement automatically extends for 1 (one) year under the same conditions.

RIGHTS AND OBLIGATIONS OF THE PARTIES

- OSGB agrees and undertakes to perform the Service subject to the Agreement completely in accordance with provisions of all legal regulations, mainly Occupational Health and Safety Law no: 6331; Occupational Health and Safety Risk Assessment Regulations; Regulations on Duties, Authorities, Responsibilities and Trainings of Occupational Safety Experts; Regulations on Duties, Authorities, Responsibilities and Trainings of Occupational Doctors and Other Health Personnel.
- OSGB undertakes that it has required permission, license and approvals under the Agreement mainly including Joint Health and Safety Unit Authorization Certificate issued by Turkish Republic Ministry of Labor and Social Security, General Directorate of Occupational Health and Safety as per legal regulations, and that it shall keep the same in accordance with changing legal legislation.
- The entire legal responsibility (Fees, SSI obligations etc.) and obligation regarding personnel employed by (and/or procured services under contract by) OSGB under Agreement shall be incumbent upon OSGB.
- In case the Employer notifies their non-satisfaction about lack of OSGB personnel or qualities of personnel and performance of the Service, OSGB shall be obliged to take required measures immediately, and shall warn the personnel to act as expected. In case there is no positive improvement on the behaviors of the personnel regardless of warning or the personnel fail to satisfy in terms of qualities, OSGB agrees and undertakes to replace the personnel immediately within 3 days following the first written warning. Otherwise, it will constitute a reason for termination.
- OSGB is liable to take any security precautions, fully, completely and in a timely manner, for occupational health and safety where the Employer becomes responsible as per relevant regulations regarding the performance of the Service subject to Agreement, to perform the same and have others performed, to train and have the personnel supervised about such issues. OSGB performs the occupational health

and safety services stipulated in the relevant laws and regulations, not less than time limits stated according to risk class and number of employees of the workplace, with sufficient number of occupational safety experts, occupational doctors and other personnel.

- OSGB cannot use the name or title of Employer as reference in their brochures, announcements and offers without written consent of Employer.

FINANCIAL PROVISIONS

Fee: Provided that the Service under the Agreement is performed fully and completely by OSGB, the monthly fee payable by the Employer to OSGB is determined as 350 TL for one year service period. At the end of this period, OSGB shall offer a price revision.

In case there are amendments to legal regulations affecting the Agreement price, unit prices shall be mutually reviewed by the Parties.

INVOICING AND PAYMENT CONDITIONS

- OSGB shall issue and deliver to the Employer the invoices for the Service subject to the Agreement within the monthly service period.
- Provided that OSGB fulfills its obligations under the Agreement fully and completely, invoice amounts shall be paid to OSGB after 10 (ten) days following the delivery date of invoice.

PENAL CLAUSE

In case OSGB fails to perform the Service in accordance with this Agreement, the Employer reserves their right to procure the non-performed service from another company and the price difference and other expenses thereof shall be incumbent upon OSGB.

TERMINATION OF THE AGREEMENT

- In case OSGB breaches any of its obligations under the Agreement, the Employer shall send a written warning to OSGB to end the said breach within 7 (seven) days. If OSGB does not perform its obligations even after the written warning, the Employer may terminate the Agreement immediately upon sending a written notice to OSGB.
- In case OSGB loses Joint Health and Safety Unit Authorization Certificate which it must have under legal regulations to perform the Service subject to this Agreement or other permissions and authorizations, the Employer may terminate the Agreement without the need to send any warning upon sending a written notice to OSGB. The Employer reserves its right to demand all damages incurred from OSGB.

MISCELLANEOUS

- **Amendment:** Any amendment, addition, elimination or cancellation in the Agreement shall not be valid unless signed by authorized persons of Parties.
- **Transfer:** OSGB cannot transfer its rights and obligations under the Agreement to third parties.
- **Force Majeure:** Occurrence of events which happen beyond control of Parties, cannot be foreseen and hinder and/or delay the performance of liabilities by the Parties shall be deemed as force majeure event (For example: natural disasters such as earthquake, flood, fire; government orders preventing working and operation, strike, lock out, war and mobilization, epidemics etc.). The Parties shall not be liable for non-performance of their obligations completely and timely because of force majeure. In case Force Majeure event lasts for more than 30 (thirty) days, the Parties shall have the right to terminate the Agreement upon written notice without the need to send any warning.

NOTIFICATION ADDRESSES

Notices to be sent under the Agreement shall be sent via notary, telegraph, return registered letter or electronic mail to the legal notification addresses stated in Article 1 of the Agreement. Changes to addresses or contact details of Parties shall be notified within at the latest 3 (three) business days as from date of change.

CONFIDENTIALITY

Any information given by the Employer to OSGB and information obtained as a result of services provided are given for mutual relationship of the Parties and are confidential.

AUTHORIZED JURISDICTION AND APPLICABLE LAW

The Parties agree that the courts located in the city where they reside shall be authorized for disputes which may arise out of application and interpretations of the Agreement. This Agreement is signed in 2 (two) copies on 05.03.2018 upon mutual agreement after being read and discussed by the Parties.

SIGNATURES

OSGB

EMPLOYER