

TURKISH NATURAL STONE SECTOR TRADE MISSION TO UZBEKISTAN-TASHKENT CONTRACT ON BUSINESS MATCHMAKING AND MARKET ACCESS ASSISTANCE

1. PARTIES. This contract is made and entered into by and between.....
Inc. located at(hereinafter called “**BIDDER**”) and IMIB Istanbul Mineral Exporters’ Association (hereinafter referred to as “**IMIB**”) whose address is Merkez Mah. Sanayi Cad. No: 3 Dis Ticaret Kompleksi A Blok, 34197 Yenibosna Bahçelievler Istanbul/Türkiye.

2. PURPOSE. The purpose of this contract is to establish the terms and conditions over the offering of the services involved in the Matchmaking Program provided by **BIDDER** The referred program will be held in Uzbekistan/Tashkent between **November 3-6, 2026**.

3. TERM OF CONTRACT. This contract is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this contract and shall continue to be in force until **BIDDER** has fulfilled its obligations in accordance with the contract. Notwithstanding the foregoing, **IMIB** is entitled to terminate this contract in any time upon giving 1 week prior written notice to **BIDDER**

3.1. If **IMIB** annuls the contract without any valid reason, it accepts to pay all costs, which **BIDDER** pays to the third parties for the organization of the event, with the submission of invoices and penalty clauses related to the third parties.

However these cancellation costs shall not be applied in force majeure events or reasons behind **IMIB**’s control and in cancellation events which occur due to negligence of **BIDDER**.

3.2. After signing the contract, if **BIDDER** accepts that it won’t be able to fulfill its responsibilities written on the contract and makes a cancellation on the service that it provides or does not fulfill its obligations under the contract, **BIDDER** accepts to pay **IMIB** all costs, which **IMIB** pays to the third parties for the organization of the event, with the submission of invoices and penalty clauses related to the third parties. (if **BIDDER** does not send a confirmed buyer list with at least half of the target buyer number realized (mentioned in 4.1) 7 working days before the event, **BIDDER** accepts that this means a cancellation and undertakes the penalties.)

4. RESPONSIBILITIES of BIDDER

Overall Objective: This project will enhance Turkish natural stone trade in Uzbekistan as well as promote investment to develop closer economic relationships.

BIDDER shall provide the following services and any other services which fall into the purpose of the Contract; to the full satisfaction of **IMIB**.

4.1. Matchmaking Services

Objective: To match up to 12 Turkish participating companies with local end users, importers, property developers, contractors, sales agents, representatives, distributors, investors, architectures and potential joint venture partners on a prescheduled and prior approved program by **IMIB** within the above-mentioned dates in Uzbekistan. **BIDDER** will match minimum of 30 unique business contacts (details are as listed above) related to natural stone sector for the entire delegation, and each Turkish company should have at least 8 meetings.

Only relevant contacts will count; consultants, transportation companies, financial services etc. **will not be counted** as contacts. In order to determine if a buyer has the right profile, Turkish companies' statements will be considered. Turkish companies will fill out a questionnaire (prepared by **IMIB** and/or **BIDDER**), which they will list and evaluate each buyer they meet. If a buyer is rated poorly by more than half of the companies they meet, that buyer will not be counted.

4.1.1. Welcome and Mission delegates briefing

BIDDER will prepare welcome package with brief (1-3 pages) information about Uzbekistan natural stone sector, main economic facts and sector highlights. This will be sent by e-mail along with their preliminary agenda 10 (ten) days before departure. **BIDDER** will also make an online presentation with all the necessary information, for Turkish participants. **IMIB** will set the date, and **BIDDER** will share the presentation at least 3 days before the online meeting.

Printed final agenda will be delivered personally to each delegate upon their arrival in order to address to any enquiry regarding the meetings scheduled.

4.1.2. Matchmaking Methodology

A. Planning

Conference calls between **IMIB** and **BIDDER** to clarify the scope of meetings and prioritize the objectives and profiles of companies.

The General Database must be related with the natural stone sector (Potential buyers, end users, distributors, wholesalers, property developers, architecture offices, contractors and importers etc.). The General Database with websites/profile info (the buyers who will be invited) will be shared with **IMIB**, and **BIDDER** will start the invitations upon confirmation of **IMIB**.

Organize B2B meetings with, specialized local agents and distributors, partners, large corporations, architectures and others that correspond to the interests of each Turkish company.

Provide Turkish and local participants with brief profiles of each other, to assess business interest.

Reach out the potential companies outside of Tashkent and invite the buyers in those cities to the matchmaking programs.

B. Preparation for contacting

Selection of buyer companies according to Turkish natural stone companies' general objectives and main interest, previously identified in the planning stage.

Elaborate a personalized presentation letter and invitation to the event for every contacted local company. As well, elaborate a complete profile in English/Russian for every participating Turkish company.

C. Elaboration of agendas (scheduling)

BIDDER will update the organizers on the development of every participating company preliminary agenda. Send regular updates (weekly) to keep track of key performance

indicators to monitor performance. Final agenda (which will include of hourly schedule that shows which buyer will meet which Turkish company at which hour) will be sent one week prior the event to the participating companies along with a 2-3 pages welcome package containing information about city surroundings, main economic facts and industry information.

BIDDER's staff will reconfirm meetings and will supervise on site the logistics of appointments. **BIDDER** will prepare a one pager standard performance evaluation survey so each Turkish company can provide feedback, customer satisfaction remarks and suggestions.

D. Final Report

One week after the closure of the event, **BIDDER** will prepare a final report with the following information:

- Performance evaluation survey of the Turkish companies
- Directory Database of Draft Agreement – Counterparts from Tashkent involved in the matchmaking and also key contacts in the natural stone sector (full database of contacts used in the matchmaking study)
- Full agenda of the completed meetings with companies and their contact details.

4.2. Site visit and group meetings

BIDDER will organize site visit program (Visiting showrooms, architectural offices and potential buyers' offices) in the above-mentioned date. These site visits will be accompanied by **BIDDER** Consulting staffs who will not only guide the group but provide them useful information **BIDDER** will make sure that the buyers of the companies which are being visited, will be present and will have individual or group meetings with Turkish companies.

5. PAYMENT TERMS.

As established and agreed by both parties, the price for the Promotion of networking event, matchmaking services and group meetings, which includes the responsibilities delineated above, is described as follow;

The payment shall be made against an invoice on the condition that the services are performed by **BIDDER** completely and in due time as stipulated under this contract.

IMIB will pay USD per attendee Turkish company for required service (site visit organization is included).

Apart from the above expenses, **IMIB** will pay for the venue of the event. **IMIB** will keep an allowance for the buyers invited outside Tashkent **BIDDER** shall first submit the details of the transfer expenses to the approval of **IMIB** and following the written approval of **IMIB**, transfer expenses of these buyers will be covered within budget and invoiced by **BIDDER** after the event with the accurate documents and receipts of such expenditures.

For the business meetings, full payment (a total of USD for 12 Turkish companies) will be made if only 30 well qualified unique counterparts as described in 4.1 (Objectives) attend the meetings and each Turkish company has at least 8 meetings. Failure of to do so will affect the total amount to be paid. For example, if a Turkish company makes only

4 meetings; it means half of the agreed amount will be paid. The deduction will be calculated based on the number of the realized meeting and fee determined per meeting. On the other hand, if companies make more than 8 meetings, this will not mean an extra payment and the price shall not be adjusted in any way. Likewise, if the total number of unique buyers with right profile is 15; it means half of the agreed amount will be paid, on the other hand if there are more than 30 buyers, this will not mean an extra payment and the price shall not be adjusted in any way. In terms of determining if an attendee has a relevant profile or not, Turkish participants statements will be considered as described in 4.1 “Objective”

In case of any cancellation by participant Turkish companies, **BIDDER** agrees that there will be free cancellation up to 2 companies.

The payment shall be done by transfer in USD to the following Bank account;

Account Name:

Account No:

Bank Name:

Bank Address:

SWIFT Code:

50% of the total amount will be paid fifteen days after signing the contract and the remaining 50% will be transferred ten days after receiving the final report in accordance with the Contract and receipt and approval of the invoice issued by **BIDDER** provided that the services are fully fulfilled by **BIDDER** in accordance with the Contract in due time;

6. RESPONSIBILITIES of IMIB.

IMIB is responsible for providing the information of each Turkish company participating on the Matchmaking Session, as well as any other services that do not collide with the responsibilities of **BIDDER**

7. GENERAL INFORMATION ABOUT THE MATCHMAKINGS.

BIDDER guarantees the quality of the meetings and the executives that will participate on the Matchmaking Program.

The companies which have not been mentioned on the official list of participating companies will not be taken into consideration for matchmaking service by **BIDDER**

8. GENERAL PROVISIONS.

A. Amendments.

Either party may request changes to this contract. Any changes, modifications, revisions or amendments to this contract which are mutually agreed upon by and between the parties to this contract shall be incorporated by written instrument, and effective when executed and signed by all parties to this contract.

B. Entirety of Agreement.

This contract, consisting of 7 (seven) pages, represents the entire and integrated agreement between the parties together with prior negotiations, representations and agreements, mainly

written.

C. Force Majeure

No party to this contract shall be liable to another party for any failure of performance under this contract which is due to a so-called force majeure event such as war, hostilities (whether war be declared or not), invasion, act of foreign enemies, act of terrorism, riot, civil commotion or disorder, acts of God including fire, earthquake, flood, worldwide epidemic illness particularly corona virus, strike, sabotage, lock-out, rule or order or act of government (whether local or national), or other act or event of a similar nature beyond the reasonable control of that party provided that such circumstance cannot be reasonably prevented or removed, by such Party (“Force Majeure”). If the performance of the Services is prevented for more than 7 days IMIB may terminate this contract on account of one or more events of force majeure, by giving a notice to **BIDDER**

If the contract is terminated by **IMIB** due to force majeure event, **IMIB** will be relieved of the obligation to pay any fees or any other charges for the provision of the affected services throughout the duration of such Force Majeure. Any fee paid by **IMIB** to **BIDDER** in respect of the non-received services shall be refunded to **IMIB**.

9. PERSONAL DATA PROTECTION

9.1. In case transfer of “Personal data” and/or “personal data of special nature” (all together “personal data”) within the scope of the relationship between the parties; personal data may only be processed limited with the purposes of this contract and with the Applicable Law.

For the purposes of this article, “Applicable Law” means any applicable law relating to the processing of personal data, including the Turkish Personal Data Protection Law no.6698 (“law numbered 6698”) and related law applied in target countries and all related regulations, regulatory codes of practice, and guidance issued from time to time, by relevant data privacy regulators in any applicable jurisdiction.

The parties accept, declare and undertake that they are the “data controller” according to the Personal Data Protection Law no.6698 (“law numbered 6698”), obliged to act in accordance with the regulations regarding protection of personal data particularly law numbered 6698 and they are obliged to prevent unlawful access to personal data both by their employees and third parties, to prevent unlawful processing of personal data, to ensure the retention of personal data and to take all necessary technical and administrative measures with this aim.

9.2. The parties accept, declare and undertake that in case personal data of special nature is transferred, they shall protect the mentioned data with taking additional security measures in accordance with the characteristic of data and subjected to authorization.

9.3. It is forbidden to process the personal data or share with third parties outside the scope of the Agreement. Personal data may only be transferred to third parties and abroad in accordance with the law numbered 6698 with the written preapproval of the data owner and the counter party of the agreement regarding the subject matter and in cases that it is necessary according to the law numbered 6698 and the related regulations. Insofar in order to perform the services undertaken by **BIDDER** with this agreement, it may be necessary for IMIB to transfer the personal data information of the parties who will attend the event such as ID number, phone number etc. to **BIDDER**.

BIDDER, in order to perform the event as it is planned, make preparations with the personal data transferred by IMIB and can only share the data with third parties only limited with this aim.

9.4. Even if existence of the data transfer situations to third parties within the limitations of this agreement, Parties accept, declare and undertake that they are responsible to provide secure transfer of data and they will take all technical and administrative measures in order to prevent misuse of personal data considering the aim of the contract.

9.5 In case of breach of personal data of special nature and/or personal data by third parties via acting contrary to this contract or the data becomes accessible by third parties via unlawful ways, Parties accept, declare and undertake to notify the other party immediately (on the same day) regarding the situation, to execute all necessary legal, technical and administrative actions and to provide all kind of information, documentation and support in order to minimize the damage arising from this situation.

9.6 Parties ensure that employees and/or supporters and the related parties authorized to access data shall comply with the obligation of this article. In this context parties are obliged to inform their employees (and if any subcontractor employees) in written regarding the matters stated within the scope this contract. In the contrary, the Party who did not fulfill the above stated obligations shall be responsible for all damages if the employees and/or supporters and the related parties authorized to access data act contrary to this article.

9.7 Regarding rights of personal data owners;

a) The parties are obliged to fulfill the requests of the data owner transmitted from the other party immediately. Requests that cannot be fulfilled immediately will be executed the next day and the reason will be stated.

b) If the data owner makes a request directly to the part of this agreement, a written statement shall be sent to the other party immediately (in any case on the following business day) and action shall be taken in accordance with the request and directions.

9.8 The parties undertake to use personal data which processed within the scope of the realization of the project only for the purpose of the execution of the services set forth hereunder, to delete or anonymize all personal data if the contract or the Matchmaking Program ends for whatever reason, to not to use personal data for any reason than the aim of the contract, otherwise to compensate all damages borne by the counter party for this reason.

9.9 **BIDDER** warrants that it will comply with all relevant requirements under Applicable Data Protection Law at all times and further it will ensure that any third party under its control which processes or collects any data in respect of the Matchmaking Program will comply with the requirements set out in this Article.

10. GOVERNING LAW AND SETTLEMENT OF DISPUTES.

This Agreement shall be governed by the substantial laws of Republic of Türkiye all disputes arising from this agreement shall be finally resolved by the rules of Center of Commercial Arbitration of İstanbul (*İstanbul Tahkim Merkezi*), Türkiye. The number of arbitrator shall be one. The place of arbitration shall be Istanbul, arbitration language shall be English and arbitrator shall settle the case in accordance with Turkish law.

11. SIGNATURES

In witness whereof, the parties to this contract through their duly authorized representatives have executed this contract on the days and dates referred previously, and certify that they have read, understood, and agreed to the terms and conditions of this contract as set forth herein.

The effective date of this contract is the date of the signature last affixed to this page.

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IMIB Istanbul Mineral Exporters' Assn.

Date:

Date: