RegPEX PARTICIPATION AGREEMENT — ENGLISH TRANSLATION

Version: v3.4 · **Version date:** 20.10.2026 · **Entry into force:** for everyone, on the date of signature of the Participation Agreement (for networks already connected today the charged period starts on 1 April 2027 — Annex-5 clause 11)

This document is the English version of the RegPEX Participation Agreement and, in Annex 5 below, of its Annex-5 (Fee Schedule). This is an informative English translation; it is not signed. The bilingual TR|EN set is the signed instrument. The Turkish original prevails in interpretation and application; in case of conflict, the Turkish text governs.

> **Terminology:** "OPERATOR" = 3C1B, operating RegPEX under its Infrastructure Operation (AİH) authorization. "PARTICIPANT" = the joining party. The terms "subscriber"/"customer" are deliberately avoided and imply no acceptance of a consumer/subscription regime.

Article 0 — Legal-characterisation reservation

0.1. The parties acknowledge that characterising the RegPEX participation relationship as interconnection within the meaning of the Access and Interconnection Regulation is disputed within the sector. This Agreement rests on the legal assessment that characterises the relationship as interconnection. That characterisation applies, together with the consequences stated in Articles 3.3 and 10.6, until the Authority's written opinion on the matter is obtained, and may be reassessed in light of that opinion; any resulting amendment is submitted to the Authority under Article 11. 0.2. **EPG reservation.** The equal-terms and non-discrimination undertakings in this Agreement (Articles 5.2, 5.5 and 8.6) are assumed voluntarily by the OPERATOR and shall not be construed to place the OPERATOR under the non-discrimination obligation specific to operators with significant market power (EPG) in Reg. Art. 10.

Article 1 — Parties and legal nature of RegPEX

1.1. This Agreement is entered into between **3C1B Telekomünikasyon A.Ş.** ("**OPERATOR**") and the joining party identified in the signed Turkish original and bilingual TR|EN set ("**PARTICIPANT**"). 1.2. **Legal nature of RegPEX — material declaration.** RegPEX is **NOT** a separate legal entity, company or authorization holder. RegPEX is a **trademark of 3C1B Telekomünikasyon A.Ş.** denoting its internet exchange point (IXP) activity (`regpex.tr`). The BTK-authorized operator carrying out this activity under its **Infrastructure Operation Service (AİH) authorization**, and the sole bearer of all rights, obligations and legal responsibility arising from this Agreement, is **3C1B Telekomünikasyon A.Ş.** Wherever "RegPEX" appears in this Agreement or its Annexes, the legal counterparty and responsible party is 3C1B Telekomünikasyon A.Ş. 1.3. The **PARTICIPANT type** is material: **(A) Domestic operator** — an electronic communications operator authorized by BTK in Türkiye; **(B) Foreign autonomous system** — a legal entity established abroad, not authorized in Türkiye, holding a public ASN allocated by a regional internet registry (RIPE NCC or equivalent). Termination (Article 10) and notification duties differ by type.

Article 2 — Definitions

2.1. Terms have the meanings given in the Access and Interconnection Regulation and Law No. 5809 unless otherwise stated. In particular: **Interconnection** (Reg. Art. 4/1-(b)); **RegPEX/Platform** — a **trademark of 3C1B** for its IXP activity (not a separate legal entity — Art. 1.2) and the Layer-2 switching platform the OPERATOR establishes and operates under its AİH authorization, enabling

PARTICIPANTs' autonomous systems to exchange internet traffic directly; **Port** — the peering LAN interface allocated to the PARTICIPANT; **Configured speed (capacity)** — the rate limit the OPERATOR applies on the PARTICIPANT's port (Annex-5 clause 3.1); **Capacity term** — the initial twelve-month term of the capacity configured on a port and each automatically renewed term (Annex-5 clause 5.1); **Incentive** — a published, time-limited and conditional charge waiver under Annex-5 clause 4; **ASN** — a public autonomous system number allocated by a regional internet registry; **Route Server** — a not-in-path server distributing routing information (Annex-3); **Moment of activation** — the moment the PARTICIPANT's sub-interface is added to the relevant POP's peering bridge-domain (defined in Annex-1.4); **Authority** — the Information and Communication Technologies Authority (BTK); **Reseller** — a PARTICIPANT offering connectivity to third parties (its sub-customers) over its RegPEX port; a reseller is a direct party to the Agreement; **Sub-customer** — a third party reaching RegPEX behind a reseller's port, with **no direct agreement** with RegPEX; **Annex(es)** — the documents listed in Article 4, forming an integral part hereof.

Article 3 — Subject and scope

3.1. The subject is the OPERATOR's provision to the PARTICIPANT of a **port allocation and peering LAN access** on the RegPEX platform, and the parties' resulting rights and obligations. The technical scope is defined in Annex-1. 3.2. As detailed in Annex-1, the OPERATOR: (a) does **not** carry, route, transform or inspect traffic between PARTICIPANTs; (b) does **not** provide internet access or IP transit; (c) does **not** undertake or guarantee that peering will be established between PARTICIPANTs; (d) is **not a party** to bilateral peering agreements between PARTICIPANTs. 3.3. This relationship is treated as an **interconnection** relationship within the meaning of the Access and Interconnection Regulation. As the parties are not consumers, consumer/subscription legislation does not apply. **For a foreign autonomous-system (type B) PARTICIPANT**, this interconnection classification is **provisional** — subject to the reservation in Article 0 and pending BTK's written opinion — and may be reassessed accordingly. **For a domestic operator (type A) PARTICIPANT**, the classification reflects the legal assessment underlying this Agreement; however, as recorded in Article 0, **the matter is disputed within the sector** and BTK's forthcoming response may also have consequences in this respect. The **hobby membership** in Annex-5 clause 2.6 is not the subject of this Agreement: a hobby member is not a PARTICIPANT and, as a natural-person consumer, is subject to the separate RegPEX Hobby Membership Agreement. 3.4. **Traffic data — purpose limitation.** The OPERATOR does **not inspect the content** of traffic between PARTICIPANTs (Article 3.2). The OPERATOR measures traffic solely and strictly for: (a) **securing the platform and the PARTICIPANTs** — detecting and preventing IP spoofing, DDoS and similar threats; and (b) **producing aggregate traffic graphs and statistics** (port/flow-level aggregate data); and (c) **verifying the application of the configured speed and the connection record** (Annex-4.6) — using port-level aggregate data only, without inspecting traffic content; charges are not based on measured traffic (Annex-5 clause 1.2); and (d) **reviewing compliance with the use limitation in Article 3.5** (Annex-2.7) — using route-server data and only the header fields of sampled flow data (sFlow) (MAC address, ethertype, IP address and prefix, byte count), without inspecting traffic content. Sampled flow data is used only for review and security purposes; it is not used for charging. IP addresses in sampled flow headers may constitute personal data; such data is processed under Art. 5/2-(f) of the Personal Data Protection Law (legitimate interest), solely for review and security purposes and limited to the retention periods in Annex-2.7(d) (Annex-6). Beyond these purposes the OPERATOR does **not collect traffic data for retention**, and does not record or archive traffic content. The (i) aggregate/statistical measurement data, (ii) security-event records and (iii) review records under Annex-2.7(d) (raw samples fourteen (14) days, summaries ninety (90) days) so produced are **qualitatively distinct** from traffic/access records subject to statutory retention: as the OPERATOR

neither carries nor terminates end-user traffic on RegPEX (Article 3.2), no such mandatory retention obligation arises on the platform. The data whose erasure this Article provides for is **only** the non-statutory aggregate statistics, security and review records, kept **only as long as necessary** and then erased/anonymized. **By contrast, should any traffic/access record subject to statutory retention arise (even if the OPERATOR's position does not require it), such records shall not be deleted;** erasure/anonymization decisions follow the 4-Layer data-lifecycle model. 3.5. **Use limitation — prohibition of transit and private transport.** RegPEX may be used only for the exchange of traffic for peering between PARTICIPANTs and the hobby members under Annex-5 clause 2.6. RegPEX may **not** be used (a) **for transit traffic**: a PARTICIPANT may not provide transit (access to third networks) to, or obtain transit from, another PARTICIPANT over RegPEX, nor use RegPEX as a means of reaching non-member networks (other than the PARTICIPANT's own customers' prefixes). Transit means giving or receiving over RegPEX a default route, a full routing table, or routes other than the PARTICIPANT's own and its customers' prefixes. A PARTICIPANT announcing its own customers' prefixes, bilateral BGP sessions and peering via the route server are outside this prohibition; or (b) **for private carriage of traffic between two points or two PARTICIPANTs**: use of the RegPEX infrastructure, outside the shared peering broadcast domain, as a Layer-2 connection dedicated to two specific points or specific PARTICIPANTs (point-to-point transport, private VLAN, closed circuit) is prohibited; the OPERATOR offers no such service on RegPEX. Bilateral peering between PARTICIPANTs over the shared peering broadcast domain is not private carriage; however, a PARTICIPANT carrying its own traffic between its own connection points (including its ports at different POPs) over the shared broadcast domain is also private carriage. Operating the peering broadcast domain as a shared domain across POPs is outside this prohibition. A PARTICIPANT's provision of transit to its own customers outside RegPEX is not restricted. Details and detection are set out in Annex-2.7, sanctions in Article 7A and the graduated measures of Annex-2.6; repeated or serious breach is a ground for termination for cause under Article 10.3.

Article 4 — Integrity and precedence of documents

4.1. This main Agreement and Annexes 1–7 form a whole. (Annex-1 Service Definition, Annex-2 Technical Rules/AUP, Annex-3 Route Server Policy, Annex-4 SLA, Annex-5 Tariff, Annex-6 Data Protection, Annex-7 Trade Secret Declaration.) 4.2. In case of conflict, precedence is: **(1) this main Agreement → Annex-1 → 2 → 3 → 4 → 5 → 6 → 7**, provided that mandatory data-protection and statutory provisions prevail in all cases. 4.3. Amendments to Annexes are also submitted to the Authority under Article 11. 4.4. This Agreement and its Annexes supersede any invitation, offer, announcement or correspondence exchanged between the parties before the signing of the Turkish original; such documents create no right contrary to this Agreement.

Article 5 — Participation conditions, equality and non-discrimination

5.1. **Duty to negotiate (Reg. Art. 9/2).** Under Art. 9/2 all operators must negotiate interconnection upon request; accordingly, a **domestic authorized operator's request to join RegPEX shall not be arbitrarily refused** and is assessed against the objective technical prerequisites in Annex-2. 5.2. **Equal-terms undertaking.** The OPERATOR applies participation conditions (technical prerequisites, port types, the charges and incentives in Annex-5) **equally to all similarly situated PARTICIPANTs**, voluntarily assumed consistent with the non-discrimination principle in Reg. Art. 5/1-(d). 5.3. **Public tariff.** The tariff (Annex-5) and the charges and incentives published, and the charging bases quoted, under Annex-5 are **published** (`regpex.tr`) and applied equally to all similarly situated PARTICIPANTs. Charging terms are governed by Article 8. 5.4. **Technical prerequisites.** The PARTICIPANT meets the minimum conditions in Annex-2.1 (public ASN, current PeeringDB record, IRR/RPKI, business-hours NOC and out-of-hours on-call engineer) at and throughout participation.

5.5. **Non-discrimination declaration.** The OPERATOR publishes the Annex-5 tariff and applies **the same tariff to every applicant meeting the same conditions**. The port and capacity charges in Annex-5 rest on objective, **cost-based** criteria (port speed, configured speed, POP location and inter-POP transport cost); the currency is determined by the PARTICIPANT's place of residence (Annex-5 clause 6.2). These criteria apply identically to all similarly situated PARTICIPANTs. **There is no differentiation based on application order, membership date or any similar criterion unrelated to cost.** The incentives in Annex-5 clause 4 are published, time-limited promotional items whose conditions are the same for every PARTICIPANT in the same situation; the incentive period running for each PARTICIPANT from its own start date is not a differentiation based on membership date. A reseller (Article 5.6) is **not the same type** as a standard PARTICIPANT: because it provides a different service structure (offering connectivity to its own sub-customers), the items relating to sub-customers are set as a separate **service category** — this is not a deviation from the standard tariff but the pricing of a different product. Those items likewise rest on pre-published, objective and openly available technical criteria and apply equally to all resellers of the same structure; they are therefore consistent with non-discrimination. This declaration is **voluntary**, consistent with the Reg. Art. 5/1-(d) principle and the Art. 9/2 duty to negotiate, and shall not be construed to place the OPERATOR under the EPG-specific non-discrimination **obligation** in Reg. Art. 10 (Article 0.2 EPG reservation). 5.6. **Reseller and sub-customer.** A PARTICIPANT may act as a reseller by offering connectivity to third parties over its port (Annex-5 clause 7). A **sub-customer is not a direct party** to the Agreement; it may not claim rights directly against RegPEX and does not benefit from rights granted to direct members (including the incentive under Annex-5 clause 4). Charges relating to sub-customers are governed by Annex-5 clause 7. The distinguishing criterion between direct membership and sub-customer status is **who holds a direct agreement with RegPEX.**

Article 6 — Activation and start of service

6.1. Service starts at the **moment of activation** (Annex-1.4); charging (where applicable) and the SLA (Annex-4) run from that moment. 6.2. For statutory notifications, the **service start date** is the moment of activation. 6.3. Newly allocated ports are subject to the **quarantine** period (Annex-1.5), which is not the moment of activation and is not charged.

Article 7 — Suspension and limitation of access

7A — Operational and temporary suspension

7A.1. In case of an active, concrete threat to platform integrity (routing loop, broadcast/multicast storm, DDoS-driven flooding, address conflict), the OPERATOR may **immediately suspend** the PARTICIPANT's port **without prior notice**, as an operational measure protecting the platform and other PARTICIPANTs. 7A.2. The OPERATOR notifies the reason and technical basis in writing within **twenty-four (24) hours**; the port is restored without delay once the threat is resolved. 7A.3. The graduated measures in Annex-2.6 fall under this Article.

7B — Permanent limitation

7B.1. **Permanent** limitation of access is possible only where the inability to ensure network operation security, network integrity or data security is **proven with objective criteria** and — to the extent applicable under Reg. Art. 8/3 — **the Authority's approval** is obtained. 7B.2. Permanent limitation does not replace the temporary measures in 7A; where a temporary measure becomes a repeated or unremedied breach, the termination provisions (Article 10) apply. 7B.3. Closure of a port under Annex-5 clause 11.2 and the payment-default measure in Article 10.7 are a **commercial**

termination; they are not a limitation of access based on network security or integrity and fall outside this Article.

Article 8 — Charges

8.1. **Not-for-profit principle and charging structure.** RegPEX is operated on a not-for-profit principle. This principle describes how the OPERATOR prices its RegPEX activity; it does not mean that RegPEX is a separate legal entity or a non-profit organisation (Article 1.2). For each port, the PARTICIPANT is charged a port charge and a capacity charge based on the speed configured on the port; charges do not depend on the PARTICIPANT's measured traffic (Annex-5 clauses 1.2, 2 and 3). Amounts, currency and the updating of Turkish lira amounts are set out in Annex-5 clause 6.2 and the Annex-5 Tariff Schedule. Charging of LAG and remote (VLAN) connections is set out in Annex-5 clauses 2.2 and 2.3; incentives, hobby membership and temporary GRE connections are set out in Annex-5. **No charge being levied during an incentive period does not mean participation without a contract:** every PARTICIPANT is a full party to the Agreement and subject to all obligations hereunder, including Article 11 (submission to the Authority). 8.2. **Capacity term and incentives.** The capacity term, its renewal, termination notice and incentives are governed by Annex-5 clauses 4 and 5. Selection among the published items in Annex-5, capacity upgrades and downgrades follow Annex-5; where no published item exists, the written quotation under Annex-5 clause 3.4 and the PARTICIPANT's written acceptance **are an amendment to this Agreement** and are submitted to the Authority under Article 11.1. 8.3. **Installation fee.** No installation fee is charged for any connection (Annex-5 clause 9). 8.4. (Repealed — v3.0.) 8.5. **Reciprocal consideration.** The PARTICIPANT's principal obligations are payment of the charges under Annex-5 and compliance with the technical rules in Annex-2 and Annex-3. No charge being levied during an incentive period does not affect the validity of the Agreement or the technical obligations. 8.6. **Publicity and trade secret.** The OPERATOR keeps charge and tariff information — including charges and incentives published, and charging bases quoted, under Annex-5 — **public by its own undertaking** and does not treat it as a trade secret (Articles 5.3, 5.5). Reg. Art. 19/2 likewise prohibits treating tariff information as a trade secret for EPG operators; the OPERATOR adopts this principle even though it is not an EPG operator. 8.7. **Tariff changes.** (a) **Three months' notice.** Every charge change adverse to the PARTICIPANT under this Agreement or Annex-5 is published and notified to the PARTICIPANT in writing **at least three (3) months** before it takes effect (Annex-5 clause 10.1). The pre-determined Turkish lira update under §3 of the Annex-5 Tariff Schedule is outside this point. (b) **Termination without compensation.** A PARTICIPANT that does not accept the new tariff or change may terminate the Agreement **without compensation** by written notice given before the effective date; such termination takes effect no later than the effective date and the new tariff does not apply to that PARTICIPANT. Any prepaid amount for the period after termination is refunded or set off under Annex-5 clause 5.5(a) (Annex-5 clause 10.2). (c) **No price lock.** No PARTICIPANT is granted an open-ended price lock. **The OPERATOR may not use the ordinary termination in Article 10.2 to circumvent the three-month notice protection in point (a).** (d) **Extraordinary update.** Where a cost increase is substantial, the OPERATOR may make an extraordinary update under the conditions in Annex-5 clause 10.4: the new amounts are published openly and notified in writing at least three (3) months in advance; until the effective date the PARTICIPANT may terminate the Agreement without compensation or reduce its capacity; an extraordinary update is made at most once per calendar year. 8.8. **Transition from a previous version.** A PARTICIPANT that signed a previous version of this Agreement moves to this version by an amendment protocol signed by the parties; the amendment protocol is submitted to the Authority under Article 11.1. The OPERATOR offers the amendment protocol to all PARTICIPANTs that signed a previous version on the same terms. Until the amendment protocol is signed, the previous version applies. The Agreement and Annex-5 enter

into force for every PARTICIPANT on the date of signature (Article 17.3); the start of the charged period on 1 April 2027 for networks already connected today is governed by Annex-5 clause 11.

Article 9 — Obligations of the parties

9.1. **OPERATOR:** operates the platform within the SLA (Annex-4); provides port allocation and peering LAN access; announces technical changes with the notice periods in Annex-2/Annex-3. 9.2. **PARTICIPANT:** complies with Annex-2 (Technical Rules/AUP) and Annex-3 (Route Server); announces only IP blocks it owns or is authorized to announce; maintains current NOC/technical contacts; does not use addresses not allocated to it; does not use RegPEX for transit traffic or private transport contrary to the use limitation in Article 3.5. 9.3. The OPERATOR is not responsible for the content or continuity of traffic between PARTICIPANTs or for peering relationships between them (Article 3.2).

Article 10 — Term, termination and expiry

10.1. This Agreement enters into force on signature and is of indefinite term (Article 10.6). 10.2. **Ordinary termination.** Either party may terminate **without compensation** upon **thirty (30) days'** prior written notice. Ordinary termination by the PARTICIPANT is subject to the capacity term of the capacity configured on the port and to the notice period in Annex-5 clause 5, and takes effect at the end of the current capacity term under Annex-5 clause 5.4. The 30-day notice serves the orderly reclaiming of the port allocation; termination linked to a tariff change under Article 8.7(b) and Annex-5 clause 10.2, and termination without compensation linked to an incentive under Annex-5 clauses 4.3 and 4.5, are exceptions to that period and to the capacity term; closure of a port under Annex-5 clause 11.2 is not subject to this paragraph. The OPERATOR exercises its right under this paragraph subject to the limit in Article 8.7(c); on the OPERATOR's ordinary termination any prepaid amount for the period after termination is refunded or set off under Annex-5 clause 5.5(b). 10.3. **Termination for cause.** In case of repeated or serious breach of Annex-2/Annex-3 (including breach of the transit and private-transport prohibition in Article 3.5), loss of technical prerequisites, or material breach, the OPERATOR may terminate after a reasonable cure period (immediately where incurable). 10.4. **Type-specific expiry: (A) Domestic operator** — revocation/expiry of the PARTICIPANT's BTK authorization is a ground for termination. **(B) Foreign autonomous system** — as this PARTICIPANT holds no BTK authorization, "authorization revocation" does not apply; instead, **withdrawal/revocation of the PARTICIPANT's ASN or IP resources by the relevant registry (e.g. RIPE NCC)**, or cessation of activity under its home-country law, is a ground for termination. 10.5. On expiry, addresses allocated to the PARTICIPANT are reclaimed (Annex-2.2); personal data is governed by Annex-6. 10.6. **Term and commitment.** This Agreement is of indefinite term. The capacity configured on a port is subject to twelve-month terms (Annex-5 clause 5); termination within a term is governed by Annex-5 clause 5.4. Per the reservation in Article 0, until BTK's written opinion is obtained a capacity term may not exceed twenty-four (24) months. 10.7. **Payment-default suspension and termination.** The payment-driven temporary disablement and termination in Annex-5 clause 6.5 is a **commercial measure**, distinct from the technical/operational measure in Article 7A (Annex-2.6). Activation of a port does not depend on payment of the first term invoice (Annex-5 clause 6.6). No payment default can arise in respect of a port for which no charge is levied during an incentive period.

Article 11 — Submission to the Authority and publicity

11.1. **Submission (Art. 19/1).** A certified copy of this Agreement, its Annexes and **every amendment** is submitted to the Authority within **fifteen (15) days** of signature. The PARTICIPANT consents and

provides the necessary documents. The OPERATOR remedies the Authority's correction requests within **thirty (30) days**. 11.2. **Trade secret (Art. 19/2).** The parties notify clauses they consider trade secrets **together with** the Agreement (mechanism in Annex-7). The scope is narrow; **tariff/charge information cannot be deemed a trade secret**. 11.3. **Publicity (Art. 19/3).** This Agreement is **public** save for trade secrets; the PARTICIPANT accepts this in advance.

Article 12 — Conciliation and disputes

12.1. **Authority conciliation (Art. 18/1).** If no agreement is reached within a maximum of **two (2) months** of a new access/interconnection request, or a dispute arises, either party may request the Authority's conciliation procedure. Nothing herein may be construed to remove or restrict this remedy. 12.2. **Governing law and jurisdiction.** This Agreement is governed by **Turkish law**. Without prejudice to conciliation (12.1), the **courts and execution offices of Ankara** have jurisdiction.

Article 13 — Data protection

13.1. Processing of personal data is governed by Annex-6. The PARTICIPANT, being a legal entity, is outside the direct scope of the Data Protection Law; however, personal data of its authorized/technical contacts is processed and may be reported to the Authority. Role allocation and cross-border transfer are governed by Annex-6.

Article 14 — Force majeure

14.1. Failure to perform due to unforeseeable, unavoidable events beyond the parties' control is force majeure; affected obligations are suspended for its duration. If it lasts more than **thirty (30) days**, either party may terminate without compensation.

Article 15 — Limitation of liability

15.1. The OPERATOR's liability is limited to operating the **switching platform**; as it carries no traffic, it is not liable for the content, interruption or loss of traffic between PARTICIPANTs. 15.2. For SLA breaches, the PARTICIPANT's rights are limited to the service credit in **Annex-4**, **without prejudice to Article 15.3 (intent and gross fault) and rights arising from mandatory applicable law**; save for those exceptions, the service credit is the sole and exclusive remedy. The service credit is calculated on the sum of the port charge and the capacity charge paid by the PARTICIPANT in the period of the outage; as no charge is paid during an incentive period, no service credit arises in that period (Annex-4.5, Annex-5 clause 4.6). 15.3. No party is liable for the other's indirect, incidental or lost-profit damages; this limitation does not apply in cases of intent or gross fault.

Article 16 — Notices

16.1. Notices are made to the written addresses stated in the signed Turkish original and bilingual TR|EN set; technical/operational notices use the PARTICIPANT's **business-hours NOC, out-of-hours on-call engineer** and technical contact (Annex-2.1). Changes are notified without delay.

Article 17 — Language and entry into force

17.1. This Agreement consists of the Turkish original and its English translation; the **Turkish text prevails**. 17.2. Reg. Art. 20 on confidentiality is reserved: information obtained during/around negotiations is used for its purpose and kept confidential. 17.3. This Agreement enters into force on the date of signature. The Agreement and its Annexes are signed by **electronic signature**: for a party resident in Türkiye, a **secure electronic signature** produces the same legal effect as a handwritten

signature under Law No. 5070 on Electronic Signature; a PARTICIPANT resident outside Türkiye signs **solely through an electronic signature platform (DocuSign, Adobe Sign or a similar provider)** and delivers to the OPERATOR, together with the signed documents, the **Certificate of Completion and the audit trail** (date, time and IP records); the parties accept these records as evidence (Turkish Code of Civil Procedure (HMK) Art. 193). Notices and declarations made via **registered electronic mail (KEP)** are valid under their own regime (Law No. 6102 on the Turkish Commercial Code, Art. 18/3, and BTK's KEP rules).

SIGNATURES

This is an informative English translation; it is not signed. The bilingual TR|EN set is the signed instrument.

ANNEX 5 — FEE SCHEDULE (English version of Annex-5 v6.3)

Version: v6.3 (Turkish original: Ek-5 v6.3) · **Version date:** 20.10.2026 · **Entry into force:** for everyone, on the date of signature of the Participation Agreement; for networks already connected today the charged period starts on 1 April 2027 (clause 11)

This Annex is the English version of Ek-5 (Ücret Tarifesi) v6.3 and its Tariff Schedule. **The Turkish text prevails**; in case of conflict, the Turkish text governs. The English Tariff Schedule below states the same amounts, update rule and rounding rule as the Turkish Tariff Schedule.

This Annex is an integral part of the RegPEX Participation Agreement and sets out the charging principles applied under Article 8 of the Agreement.

1. PRINCIPLE AND SCOPE

1.1. **Not-for-profit principle.** RegPEX is operated on a not-for-profit principle. This does not mean that RegPEX is a separate legal entity, association, foundation or non-profit organisation: RegPEX is a trademark of 3C1B Telekomünikasyon A.Ş. and the legal counterparty is in every case 3C1B (Agreement Article 1.2). The principle describes how the OPERATOR prices its RegPEX activity: the charges levied at RegPEX are intended to cover the operating cost of the platform and contain no profit margin. The cost basis may be documented in the Authority's conciliation (Agreement Article 12.1); cost items that are trade secrets are subject to Annex-7.

1.2. **Charging structure.** For each port the PARTICIPANT is charged:

- (a) a **port charge** (clause 2); and
- (b) a **capacity charge** based on the speed configured on the port (clause 3).

The charges do not depend on the PARTICIPANT's measured traffic; the OPERATOR does not measure traffic for charging purposes. The amounts are shown in the Tariff Schedule; which schedule applies is determined under clause 6.2. Incentives (clause 4), hobby membership (clause 2.6), temporary GRE connection (clause 2.5) and the free services in clause 9 are reserved.

1.3. **Equal treatment.** Every item, condition and incentive in this Annex applies in the same way to all PARTICIPANTs in a similar position (Agreement Articles 5.2, 5.5). Whether a charge or incentive arises, and its amount, is determined solely by the objective criteria written in this Annex: the POP, the port speed, the configured speed, the PARTICIPANT's place of residence as regards currency

(clause 6.2), the start of the incentive period (clause 4.2) and the open-peering condition in clause 4.5. The order of application, or any other criterion unrelated to cost and to these criteria, is not used. The difference between POPs rests on the transport cost arising from the POP's distance to the aggregation centre.

2. PORT CHARGE AND CONNECTION TYPES

2.1. **Port charge.** A monthly port charge is levied for each port. The port charge is determined by port speed (1 Gbit/s, 10 Gbit/s, 100 Gbit/s), is the same at every POP and is shown in the "Port charge" / "Port" row of Tariff Schedule §1 and §2. Amounts exclude VAT.

2.2. **Port and LAG.** A port is one of the port types in Annex-1.2. Where several physical connections at the same POP on the same switch are combined into a single logical connection by link aggregation (LAG), the port charge is levied **separately for each physical port**. The capacity charge is levied once, according to the **total configured speed** of the LAG.

2.3. **Remote connection (logical port).** Connection of the PARTICIPANT to RegPEX through a carrier, or through a separate interconnection between the PARTICIPANT and the OPERATOR, by means of a VLAN sub-interface is a port. The port charge of a logical port is levied according to the port class into which the configured speed falls: the 1G port charge applies if the configured speed is up to 1 Gbit/s, the 10G port charge if up to 10 Gbit/s and the 100G port charge if above 10 Gbit/s. The transport circuit or interconnection used by the PARTICIPANT to reach RegPEX is not the subject of this tariff and is subject to its own contract.

2.4. **Services included in the port charge.** Route server, Looking Glass, member portal, PeeringDB integration, IPv4 and IPv6 peering addresses, business-hours NOC (out-of-hours via an on-call engineer) and monthly reporting are included in the port charge and are not separately charged. A written Participation Agreement is mandatory (Agreement Article 8.1).

2.5. **Temporary connection by GRE.** Until a permanent connection is established, a temporary connection by GRE tunnel may be provided. The temporary connection is free of charge; its maximum duration is six months and its maximum speed is 1 Gbit/s; at the end of that period the PARTICIPANT moves to a permanent connection.

2.6. **Hobby membership.** Free hobby membership is offered to natural persons resident in Türkiye who pursue no commercial purpose, over an IPv6-over-GRE connection with their own ASN. The hobby connection is **limited to 1 Gbit/s**: a technical speed limit is applied at the connection point and traffic above that limit is not accepted. The ASN and the IPv6 /48 prefix are obtained by the hobby member from RIPE NCC (directly or through an LIR); the OPERATOR offers no RIPE sponsorship. The applicant must obtain internet access from a RegPEX PARTICIPANT in Türkiye (an internet service provider or a data centre); the list of PARTICIPANTs is published openly at `regpex.tr` and this condition does not depend on the OPERATOR's own service. The condition is verified by the GRE tunnel source address being within a prefix that the declared PARTICIPANT announces at RegPEX and by the applicant's written declaration; no confirmation or document is requested from the PARTICIPANT. The conditions apply equally to all applicants. A hobby member is not a PARTICIPANT: hobby membership is not the subject of this Participation Agreement and is subject to the separate **RegPEX Hobby Membership Agreement** and the **RegPEX Hobby Membership Data Protection Notice**; eligibility conditions, verification, technical limits, termination and sanctions are regulated there.

2.7. **Opening and closing a port.** There is no minimum period for a port. However, while the term (clause 5.1) of the capacity configured on the port is running, the port cannot be closed; the

PARTICIPANT's request to close a port takes effect at the end of the capacity term of that port (clause 5.4).

3. CAPACITY CHARGE (CONFIGURED SPEED)

3.1. **Definition.** Capacity (configured speed) is the rate limit the OPERATOR applies on the PARTICIPANT's port. The capacity charge is levied according to the configured speed; the PARTICIPANT's actual traffic neither increases nor decreases the charge. Traffic above the configured speed is limited by the OPERATOR's equipment; this limitation is not a service interruption or a loss of availability within the meaning of Annex-4.

3.2. **Tiers.** The capacity charge is levied monthly according to the tiers in Tariff Schedule §1 and §2. No capacity charge is levied on a 1 Gbit/s port; the whole of the port is used. On a 10 Gbit/s port the minimum tier is 2 Gbit/s and on a 100 Gbit/s port it is 20 Gbit/s. If a configured speed between tiers (e.g. 3 Gbit/s) is requested, the charge of the next higher tier applies.

3.3. **Distinction between POPs and reasons.** Equinix IL4 Istanbul is RegPEX's aggregation centre. Traffic of the other POPs is carried to the aggregation centre over inter-POP transport capacity; the difference in the "other POPs" row of the Tariff Schedule is the counterpart of this transport cost. The POP to which a port belongs is determined under Annex-4.6(e). At POPs other than Equinix IL4, capacity **above 20 Gbit/s** is provided depending on the backbone transport capacity of the POP concerned; if capacity is not available, the request is refused in writing with reasons, or the date by which the capacity will be provided is notified.

3.4. **Items on request.** For capacity whose charge is shown in the Tariff Schedule as "on request", the OPERATOR gives a written quotation before the capacity is configured. The quotation rests on the transport cost in clause 3.3; it applies in the same way to every request of the same structure and is public (Agreement Article 8.6). The charge takes effect upon the PARTICIPANT's written acceptance. Written acceptance is an amendment to the Agreement and is submitted to the Authority under Agreement Article 11.1.

3.5. **Capacity upgrade.** The PARTICIPANT's written (e-mail or member portal) upgrade request is implemented **within one (1) business day at the latest** from the request, subject to the capacity condition in clause 3.3. The charge of the new tier applies from the day the upgrade is implemented. The difference falling within the current invoicing period (clause 6.1) is invoiced **by a pro rata additional invoice within the same calendar quarter**. An upgrade does not change the end date of the current capacity term (clause 5.1).

3.6. **Capacity downgrade.** A capacity downgrade is implemented only at the end of the current capacity term and with the three months' notice in clause 5.3; capacity cannot be downgraded within a term; the right to reduce capacity following an extraordinary update under clause 10.4 is reserved. During the initial term (clause 5.1) capacity cannot be reduced below the tier configured at the start of the initial term.

3.7. **Change of port speed.** A change of the physical port speed (e.g. from 1G to 10G) is requested ten business days in advance and depends on the OPERATOR's technical capability at the POP concerned. The port charge of the new port applies from the moment of activation of the new port (Annex-1.4).

4. INCENTIVES

4.1. **Incentives.** The following incentives apply for **twelve (12) months** from the start in clause 4.2, subject to the open-peering condition in clause 4.5:

- (a) **Equinix IL4 Istanbul:** no port charge and no capacity charge is levied for one 100 Gbit/s port.
- (b) **Telepoint Sofia** and **ODTÜ Ankara:** at each of these POPs no port charge is levied for one port and no capacity charge is levied for capacity **up to 10 Gbit/s**. For a configured speed above 10 Gbit/s **only the difference** is paid: the difference between the capacity charge of the relevant tier in the "other POPs" row of the Tariff Schedule and the 10 Gbit/s capacity charge.

4.2. **Start and scope.** For every PARTICIPANT and at every incentive POP the incentive period starts on the **date of signature of the Participation Agreement**; activation of the incentive port (Annex-1.4) does not change the start of the incentive period and the time between signature and activation is not deducted from it. The incentive applies by the same criterion and with the same start to new PARTICIPANTs and to networks already connected today (clause 11.3). The incentive applies **once**, to **one** port per PARTICIPANT per POP; termination and re-establishment of the Agreement, or closing and re-opening a port, does not restart the incentive period.

4.3. **End of the incentive period.** For the incentivised capacity the incentive period is the initial term in clause 5.1 and starts on the date of signature under clause 4.2. **At least three (3) months before** the end of the incentive period the OPERATOR notifies the PARTICIPANT in writing of the end date of the incentive and of the standard tariff that will apply from that date. Before the charged period starts, the PARTICIPANT may by written notice reduce the capacity, close the port or terminate the Agreement **without compensation**; this notice takes effect at the end of the incentive period and is not bound by the three months' notice period in clause 5.3. If no such notice is given, the capacity enters a twelve-month term under clause 5.1 at the tier configured at the end of the incentive period.

4.4. **Standard tariff at the end of the incentive.** At the end of the incentive period the published standard port charge and capacity charge in this Annex apply automatically, without any separate agreement. No separate price negotiation is held on the end of the incentive period; the PARTICIPANT selects one of the tiers in the Tariff Schedule. Any correspondence or invitation announcing the incentive does not replace this Annex (Agreement Article 4.4).

4.5. **Open-peering condition.** RegPEX's purpose is to build an open peering community in Türkiye. The PARTICIPANT benefiting from an incentive is expected:

- (a) to maintain a BGP session, established with at least one of the RegPEX route servers in at least one address family (IPv4 or IPv6), that announces prefixes, **or**
- (b) to accept bilateral peering requests received by e-mail at the peering contact address defined at RegPEX within ten (10) business days of the date of the request.

The incentive rests on this principle. The OPERATOR gives a PARTICIPANT that does not meet this condition a written notice showing the condition and its basis. If the PARTICIPANT meets the condition within thirty (30) days of the notice, the incentive continues. If it does not, the incentive ends and the standard tariff applies from the day after the thirtieth day of the notice; in that case the PARTICIPANT may, within thirty (30) days from the date the incentive ended, close the port or terminate the Agreement **without compensation** by written notice; this termination is not bound by the capacity term in clause 5 or by its notice period. This condition does not restrict the PARTICIPANT's freedom to peer or not to peer (Agreement Article 3.2(c)–(d)); it is only a condition of the incentive. The same text is published at `regpex.tr` in the Peering Policy for information; in case of conflict this clause prevails.

4.6. **Service credit during the incentive period.** For a port or capacity item for which no charge is levied during the incentive period, the PARTICIPANT pays no charge, so no Annex-4.5 service credit

arises in respect of that item. The service credit is calculated on the sum of the port charge and the capacity charge actually paid by the PARTICIPANT in the period of the outage (Annex-4.5).

5. TERM, RENEWAL AND TERMINATION

5.1. **Capacity term.** The **initial term** of the capacity is **twelve (12) months** and starts at the moment of activation of the capacity (Annex-1.4); for incentivised capacity the initial term starts on the date of signature under clause 4.2, and for networks already connected today on 1 April 2027 under clause 11.2. At the end of the initial term and of each later term the capacity automatically enters a new twelve (12) month term at the same tier.

5.2. **Term of the Agreement.** The Participation Agreement is of indefinite term (Agreement Article 10.1). The capacity term determines only the payment and term obligations relating to the capacity in clause 3.

5.3. **Termination and downgrade notice; reminder.** When the PARTICIPANT wishes to end or reduce the capacity or to terminate the Agreement, it notifies this in writing (e-mail is sufficient) **at least three (3) months** before the end of the current capacity term. The notice takes effect at the end of the current term. A notice not given in time takes effect at the end of the next term. The OPERATOR reminds the PARTICIPANT in writing (e-mail is sufficient) **at least four (4) months** before the end of each capacity term of the end date of the term, the tier that will apply on renewal and the notice period in this clause.

5.4. **Termination within a term.** A termination or port-closing request made by the PARTICIPANT within a term takes effect at the end of the current capacity term. Until that date the port remains open; the port charge and capacity charge continue to accrue and are invoiced under clause 6. The rights of termination without compensation in clauses 4.3, 4.5, 10.2 and 10.4 are reserved.

5.5. **Prepaid period.** The amount for a prepaid invoicing period is not refunded. The following cases are exceptions; in these cases the prepaid amount for the period after the date of termination or removal is refunded or set off, at the PARTICIPANT's choice:

- (a) the PARTICIPANT exercises its right of termination without compensation under clause 10.2 following a tariff change adverse to it, or under clause 10.4 following an extraordinary update;
- (b) removal of the POP (Annex-1.3) or ordinary termination by the OPERATOR (Agreement Article 10.2);
- (c) termination of the Agreement by the PARTICIPANT for the OPERATOR's material breach;
- (d) the PARTICIPANT exercises its right of termination without compensation under clause 4.3 or 4.5.

5.6. **Termination for cause and the OPERATOR's rights.** Termination for cause (Agreement Article 10.3), payment default (clause 6.5) and the Annex-2.6 steps apply regardless of the capacity term. On termination of the Agreement for cause, no charge is levied for the part of the current capacity term after the date of termination; the prepaid amount for that part is refunded or set off pro rata.

6. INVOICING AND PAYMENT

6.1. **In advance, by calendar quarter.** The port charge and the capacity charge are invoiced **in advance every three months, at the start of the calendar quarter** (1 January, 1 April, 1 July, 1 October). The first invoice is issued pro rata for the period from activation (Annex-1.4) to the end of

the calendar quarter in which activation falls. The invoice is issued as an e-invoice or e-archive invoice. An item for which no charge is levied during the incentive period is not invoiced.

6.2. **Currency.**

- (a) **PARTICIPANT resident in Türkiye:** charges are in **Turkish lira** and are levied under Tariff Schedule §1. Turkish lira amounts are updated under Tariff Schedule §3 and rounded under §4. As this update is pre-determined in this Annex, it is not a tariff change within the meaning of clause 10; the extraordinary update in clause 10.4 is outside this sentence.
- (b) **PARTICIPANT resident abroad:** charges are in **euro (€)** and are levied under Tariff Schedule §2. This paragraph also applies to a PARTICIPANT resident in Türkiye that shows by written declaration and documents that it is a company in which persons resident abroad hold, directly or indirectly, a share of fifty percent or more or which they control (Communiqué on Decision No. 32 (2008-32/34), Article 8, nineteenth paragraph). The PARTICIPANT is responsible for the accuracy of the declaration; if the declaration proves wrong or the conditions cease, paragraph (a) applies from the invoicing period following that event.
- (c) **[OPEN — FOR LEGAL COUNSEL]** Whether the euro tariff may be applied to a PARTICIPANT resident in Türkiye for its service at the Telepoint Sofia POP (Communiqué Article 8, seventh paragraph) depends on legal counsel's opinion. Until the opinion is obtained and this Annex is amended, paragraph (a) also applies to this service.

6.3. **Exchange rate.** No exchange rate is applied in the Turkish lira tariff. If an amount in euro is to be invoiced or paid in Turkish lira, the **foreign exchange selling rate** announced by the CBRT (TCMB) on the invoice date applies; if it has not yet been announced on the invoice day, the foreign exchange selling rate announced on the previous business day applies.

6.4. **Due date and interest.** Payment is due fifteen days after the invoice date. In case of delay, commercial default interest applies under the Turkish Commercial Code No. 6102 and Law No. 3095.

6.5. **Payment default.** A written notice is given on overdue payment. Fifteen days after the notice the port is temporarily disabled. If no settlement is reached thirty days after the port is closed, the membership is terminated (Agreement Article 10.7). During the period the port is disabled, the port charge and the capacity charge continue to accrue. Disablement for non-payment is separate from the technical intervention steps in Annex-2 clause 2.6 and is a commercial measure.

6.6. **Activation and first invoice.** Taking a port into the production peering LAN (Annex-1.4) does not depend on payment of the first-term invoice.

6.7. **Tax.** Charges exclude VAT; VAT is not applied to members resident abroad.

7. RESELLER AND SUB-CUSTOMER

7.1. PARTICIPANTs that offer connectivity to third parties through RegPEX have reseller status. Reseller status is determined technically through the route server; where more than one ASN is announced behind a port, this clause applies. For each sub-customer, IP allocation, a route server session and RPKI validation are carried out.

7.2. The reseller's own port is subject to clauses 2 and 3. Sub-customer traffic is included in the configured speed on the reseller's port (clause 3.1).

7.3. **Sub-customer start-up charge:** levied once for each sub-customer (the counterpart of the work of defining IP allocation, the route server session and RPKI validation); its amount is shown in Tariff

Schedule §1 and its currency is determined under clause 6.2. The sub-customer start-up charge is invoiced before activation.

7.4. No monthly virtual membership fee is levied for a sub-customer.

7.5. A sub-customer is not a direct party to the contract with RegPEX; the incentives and other rights in this Annex belong to the PARTICIPANT that has a Participation Agreement directly with RegPEX (Agreement Article 5.6).

8. DATA CENTRE CHARGES AND CROSS-CONNECT

Cross-connect, cabinet, power and similar data centre charges are not included in this tariff. The charge of the cross-connect payable to the data centre operator is paid by the **Party requesting** the cross-connect (Annex-1.6). A cross-connect that the PARTICIPANT requests in order to connect to RegPEX is the PARTICIPANT's request.

9. ADDITIONAL SERVICES, INSTALLATION AND USE LIMITATION

Service	Charge
Route server access, Looking Glass, member portal, PeeringDB integration, IPv4 and IPv6 address, business-hours NOC (out-of-hours on-call engineer), monthly reporting	Included in the port charge (clause 2.4)
Additional MAC address (with the OPERATOR's approval under Annex-2.3)	Free of charge
Installation (first port, additional port, additional POP)	**No installation fee is charged**

RegPEX may not be used for transit traffic or for carrying private traffic between two points or two PARTICIPANTs (point-to-point carriage, private VLAN) (Agreement Article 3.5, Annex-2.7). For that reason this tariff contains no private VLAN or point-to-point carriage item; a request in that direction is not met under the tariff.

10. TARIFF CHANGES

10.1. **Three months' notice.** Every charge change adverse to the PARTICIPANT under this Annex is published at `regpex.tr` **at least three (3) months** before it takes effect and is notified in writing to each PARTICIPANT at the address in Agreement Article 16 (Agreement Article 8.7(a)). The pre-determined update in Tariff Schedule §3 is outside this paragraph. The extraordinary update in clause 10.4 is also subject to the three months' notice in this paragraph.

10.2. **Right not to accept.** A PARTICIPANT that does not accept the new tariff may terminate the Agreement **without compensation** by written notice before the effective date of the tariff. This termination is not bound by the capacity term or the notice period in clause 5 and takes effect no later than the effective date of the tariff. The prepaid amount for the period after termination is refunded or set off under clause 5.5(a). In that case the new tariff does not apply to the PARTICIPANT.

10.3. The change is an amendment to the Agreement and is submitted to the Authority under Agreement Article 11.1.

10.4. **Extraordinary update.** Where RegPEX's operating costs (POP hosting and energy, transport between POPs, hardware, operating expenses) increase substantially in a way that the ordinary updates under Tariff Schedule §3 cannot absorb, the OPERATOR may update the Turkish lira amounts in Tariff Schedule §1 without waiting for the ordinary update dates. The same procedure applies to the euro amounts in Tariff Schedule §2.

- (a) The new amounts are published at `regpex.tr` **at least three (3) months** before the effective date and notified in writing to each PARTICIPANT at the address in Agreement Article 16 (clause 10.1).
- (b) Until the effective date the PARTICIPANT may, by written notice, terminate the Agreement **without compensation** or reduce its capacity. This termination or reduction is not bound by the capacity term or the notice period in clause 5 and takes effect no later than the effective date. The prepaid amount for the part of the prepaid period after the effective date is refunded or set off at the PARTICIPANT's choice (clause 5.5(a)). On termination the new amounts do not apply to the PARTICIPANT.
- (c) An extraordinary update is made **at most once per calendar year**. The new amounts are the starting amounts of the next ordinary update (Tariff Schedule §3); Turkish lira amounts are rounded under Tariff Schedule §4.
- (d) The update is justified and documented by the cost items on which the increase rests; the justification is explained to the PARTICIPANT on request. Cost items that are trade secrets are subject to Annex-7.

11. ENTRY INTO FORCE AND NETWORKS ALREADY CONNECTED

11.1. **Entry into force.** This Annex v6.3 enters into force **for everyone** (new PARTICIPANTs and networks already connected today) on the **date of signature** of the Participation Agreement; it does **not wait for 1 January 2027**. 1 January 2027, the first update date in Tariff Schedule §3, is an update date, not an entry-into-force date.

11.2. **Networks already connected today.** For networks connected to RegPEX without a written agreement before the Participation Agreement is signed (ports at POPs other than Equinix IL4, Telepoint Sofia and ODTÜ Ankara), no port charge or capacity charge is levied from the date of signature until **1 April 2027**; the **charged period starts on 1 April 2027** and the capacity term (clause 5.1) starts on that date. During this period the network is subject to the other provisions of the Agreement, except the charging provisions of this Annex. The OPERATOR notifies this Annex and the proposed starting capacity tier for the network's port in writing together with dispatch of the Participation Agreement; the notice is given at least three (3) months before 1 April 2027. The capacity tier is finalised at signature by the PARTICIPANT's choice. The port of a network that has not signed the Participation Agreement by 1 April 2027 is closed on 1 April 2027.

11.3. **Incentive.** Networks already connected today benefit from the incentive in clause 4 on the same terms as other PARTICIPANTs; as for all PARTICIPANTs the incentive period starts on the date of signature of the Participation Agreement (clause 4.2). The capacity term on the incentivised port runs under clause 4.3; the date of 1 April 2027 in clause 11.2 does not apply to the incentivised item.

TARIFF SCHEDULE

This Schedule is an integral part of Annex-5. The § references within the Schedule refer to the Schedule's own sections.

§1. TL tariff — PARTICIPANTs resident in Türkiye (monthly, excluding VAT)

Item	1G	2 Gbit/s	5 Gbit/s	10 Gbit/s	20 Gbit/s	40 Gbit/s	100 Gbit/s
Port charge	2.800 ₺ (1G port)	5.600 ₺ (10G port)	5.600 ₺	5.600 ₺	16.500 ₺ (100G port)	16.500 ₺	16.500 ₺
Capacity — Equinix IL4 Istanbul	included	2.800 ₺	11.000 ₺	19.500 ₺	28.000 ₺	55.500 ₺	106.000 ₺
Capacity — other POPs	included	5.600 ₺	19.500 ₺	28.000 ₺	39.000 ₺	66.500 ₺	on request

Amounts are in Turkish lira and follow the Turkish number format: the period "." is the thousands separator (2.800 ₺ = two thousand eight hundred Turkish lira).

- No capacity charge applies on a 1G port; the whole of the port is used (speed is not measured).
- On a 10G port the minimum tier is 2 Gbit/s and on a 100G port 20 Gbit/s; intermediate values are rounded up to the next higher tier.
- At POPs other than Equinix IL4, capacity above 20 Gbit/s is provided depending on backbone capacity.
- Reseller sub-customer start-up charge (one-off): **5.600 ₺** (foreign: €100).

§2. Euro tariff — PARTICIPANTs resident abroad (monthly)

Item	1G	2	5	10	20	40	100 Gbit/s
Port	€50	€100	€100	€100	€300	€300	€300
Capacity — Equinix IL4	included	€50	€200	€350	€500	€1.000	€1.900
Capacity — other POPs	included	€100	€350	€500	€700	€1.200	on request

Euro amounts also follow the Turkish number format: the period "." is the thousands separator (€1.000 = one thousand euro; €1.900 = one thousand nine hundred euro). The euro tariff is not indexed; changes are announced 3 months in advance. The extraordinary update (clause 10.4) applies to this tariff by the same procedure.

§3. Update rule (TL tariff)

- **Benchmark:** TÜİK Consumer Price Index (CPI, general index).
- **Update dates:** each year on **1 January** and **1 July**.
- **Calculation:** new amount = amount in force × (new index ÷ previous index), then rounded under §4.
    - For the 1 January update the *new index* = the CPI of **October of the previous year**.
    - For the 1 July update the *new index* = the CPI of **April of the same year**.
    - *Previous index* = the index used in the previous update. **The starting index of this tariff is the September 2026 CPI.**
    - **First update: 1 January 2027** (ratio: October 2026 ÷ September 2026).
- **Announcement:** the new amounts are published at regpex.tr on **1 December** (January update) and **1 June** (July update) and notified to the participants in writing.
- Every change adverse to the participant other than under this rule is notified in writing at least 3 months in advance; the participant may terminate without compensation before it takes effect. The extraordinary update is subject to clause 10.4.

§4. Rounding rule

The calculated TL amount is rounded: **below 10.000 ₺ to the nearest 100 ₺; from 10.000 ₺ to 100.000 ₺ to the nearest 500 ₺; 100.000 ₺ and above to the nearest 1.000 ₺.** Each item (port, capacity) is rounded separately.

ANNEX NDA — CONFIDENTIALITY AGREEMENT (English translation of the RegPEX Gizlilik Sözleşmesi, B07 v1.2)

Version: v1.2 (Turkish original: B07 v1.2) · **Version date:** 19.10.2026 · **Entry into force:** on the date of signature of the Confidentiality Agreement; it is submitted for signature in the same package and at the same time as the RegPEX Participation Agreement

This Annex is the English version of the Turkish RegPEX Confidentiality Agreement (B07). **The Turkish text prevails**; in case of conflict, the Turkish text governs. It is not part of the numbered Annexes 1–7 of the Participation Agreement. It is not signed in English: the bilingual TR|EN set (together with the Turkish original) is the signed instrument. The parties and addresses are as stated in the signed Turkish original.

Basis: Access and Interconnection Regulation (OG 8/9/2009-27343) **Art. 20** (confidentiality of information); Regulation on the Protection of Operators' Secrets and the Publication of Information to be Disclosed to the Public (OG 28/5/2009-27241).

This Confidentiality Agreement is concluded to protect the information to be shared between the parties during the **negotiation, establishment and performance** of the participation, access and interconnection relationship with the RegPEX internet exchange point. The obligations are **mutual and equal** for both parties.

1. SCOPE AND LIMITS

1.1. This agreement protects the **Confidential Information** that the parties disclose to each other and that is defined below.

1.2. **This agreement does not declare the RegPEX Participation Agreement itself or its annexes confidential.** Under Access and Interconnection Regulation Art. 19/1 the Participation Agreement is submitted to the Authority within **fifteen days** of the date of signature and under Art. 19/3 it is **public**. No provision of this Confidentiality Agreement may be construed to limit, delay or condition that submission and publicity obligation.

1.3. **Tariffs, charges and port fees are not confidential information** and fall outside this agreement (Art. 19/2; Participation Agreement Articles 5.3 and 8.6).

1.4. General participation conditions applied in the same way to all PARTICIPANTs, technical prerequisites, acceptable use rules and the route server policy are not confidential information.

1.5. A trade-secret declaration for the Participation Agreement and its annexes is made not under this agreement but under **Annex-7 of the Participation Agreement (Trade Secret Declaration)** and the mechanism defined there. If the two documents conflict, Annex-7 and Regulation Art. 19 prevail.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1. The following information that one party discloses to the other in written, oral, visual or electronic form and that does not fall within the exceptions in 1.2–1.4 above is **Confidential Information**:

a) peering IP allocations, VLAN and MAC information, intra-POP circuit identifiers, port and rack placement details; b) routing policies, prefix lists, BGP session parameters and filtering rules; c) traffic volumes, capacity utilisation rates, growth and capacity plans; d) network topology, transport and backbone architecture, equipment inventory and version information; e) security configurations, access credentials, vulnerability and incident records; f) the parties' customer, supplier and business partner information; g) information on special commercial terms shared during negotiations that deviate from the general conditions; h) every document, analysis and derivative work containing or reflecting the above information.

2.2. Confidential Information also covers information disclosed through the parties' managers, personnel, representatives, advisers and subcontractors.

2.3. That information has not been marked confidential does not take it outside the scope if it is obviously confidential by nature.

3. CONFIDENTIALITY OBLIGATION

3.1. The parties **mutually** accept, declare and undertake that they will keep confidential, store and protect the Confidential Information obtained from the other party; use it only for the negotiation, establishment and performance of the RegPEX participation relationship; and not disclose it to third parties without the other party's written consent.

3.2. The parties protect the other party's Confidential Information with the same care they apply to their own; in any case they may not fall below reasonable technical and administrative measures.

3.3. Confidential Information may be disclosed only to employees, representatives, advisers and subcontractors who need to know it for their work, **to the extent they need to know it**. The

disclosing party is responsible for binding these persons to the same confidentiality obligation. **The parties are directly liable for the breaches of these persons.**

3.4. **Confidential Information may not be used to gain a competitive advantage against the other party's network, customers or business opportunities.** Information obtained during access and interconnection negotiations is used only for the purpose for which it was obtained.

3.5. **Traffic and routing data may not be used in marketing activities that target the other party's customer relationships.**

4. INFORMATION OUTSIDE THE CONFIDENTIALITY SCOPE

No confidentiality obligation arises for:

a) information already known to the receiving party at the time of disclosure without a confidentiality obligation; b) information that has become public without the receiving party's fault; c) information independently developed by the receiving party without using the Confidential Information; d) information lawfully obtained from third parties not under a confidentiality obligation; e) information already published in publicly available sources (including internet registry databases, RIR records and route server visibility); f) information disclosed with the other party's written permission.

5. DISCLOSURE REQUIRED BY LAW

5.1. **Notifications, submissions and disclosures made to the Information and Communication Technologies Authority, other competent administrative authorities and judicial authorities as required by law are not a breach of this agreement.** This covers in particular the fifteen-day submission obligation under Regulation Art. 19/1 and the Authority's requests for information and documents.

5.2. A party that must make a disclosure by law, court decision or order of a competent authority informs the other party, to the extent the law permits and as soon as possible; limits the disclosure to the compulsory minimum and, if possible, requests confidentiality protection.

5.3. In notifications to the Authority the final assessment of trade-secret status belongs to the Authority; a party's characterisation does not bind the Authority.

6. OWNERSHIP AND NO LICENCE

6.1. Confidential Information and the related intellectual property rights belong to the disclosing party. Disclosure gives the receiving party no licence or other right.

6.2. The parties give no warranty as to the completeness or accuracy of Confidential Information.

6.3. Neither party is obliged to give the other its trade secrets or confidential information.

7. RETURN AND DESTRUCTION

7.1. If the participation relationship is not established or comes to an end, at the written request of the disclosing party Confidential Information and copies are returned or destroyed within **thirty days**; destruction is confirmed in writing.

7.2. Records that must be kept by law or in routine backup systems are outside this obligation; during their retention period they are kept only for the retention purpose and with restricted access, and remain subject to the confidentiality provisions of this agreement.

8. BREACH AND ITS CONSEQUENCES

8.1. A party that learns of unauthorised access to or disclosure of the other party's Confidential Information **informs the other party without delay and in writing** and takes the measures necessary to reduce the harm.

8.2. The injured party may resort to all legal remedies under the legislation; its protective claims, including interim injunctions, are reserved.

8.3. **In case of breach the injured party may terminate this agreement immediately.** Termination does not remove the confidentiality obligation or accrued rights to compensation.

8.4. **Until the breach is remedied the injured party may suspend the other party's port and its access to the RegPEX platform.** The suspension is notified in writing with reasons, applied to the minimum extent necessary and lifted without delay once the breach is remedied. This power is applied in the same way to all PARTICIPANTs **without discrimination**.

8.5. **The parties' right to resort to protective legal remedies, including interim injunctions and interim attachment, is expressly reserved.** The parties accept that a confidentiality breach may cause harm that cannot be compensated in money.

8.6. **The breaching party, at the other party's request, immediately returns or destroys the Confidential Information and all copies and confirms the destruction in writing.**

8.7. **Damage arising from a breach is compensated under the general provisions.** No monetary penalty clause is provided in this agreement.

8.8. The rights and obligations in this article apply **equally to both parties**; none of them prevents the confidentiality obligation from continuing.

9. PERSONAL DATA

9.1. Where personal data is shared under this agreement, the parties act in accordance with Law No. 6698 on the Protection of Personal Data and the legislation on the processing of personal data and the protection of privacy in the electronic communications sector.

9.2. The parties accept that traffic data processed in the course of interconnection may contain personal data; this data is processed only for the technical provision of the interconnection and the fulfilment of obligations arising from legislation.

9.3. Each party declares that it has fulfilled its own notification obligation for the personal data it shares and has the necessary legal ground.

9.4. In case of a personal data breach, the party that detects it informs the other party without delay; the parties fulfil their own notification obligations within the period set by legislation.

9.5. Where data is transferred abroad, the safeguards in Article 9 of Law No. 6698 are ensured.

10. TERM

10.1. This agreement enters into force on the date of signature.

10.2. The confidentiality obligations remain in force for the duration of the participation relationship between the parties and for **five years** after that relationship ends or, if no participation relationship is ever established, after negotiations are broken off.

10.3. For information that retains trade-secret status, the confidentiality obligation applies for as long as the information keeps its trade-secret status.

11. NON-DISCRIMINATION

11.1. The OPERATOR offers this Confidentiality Agreement to all PARTICIPANT candidates on the **same terms**; no PARTICIPANT is treated differently because of this document.

11.2. That this agreement has been signed does not mean that the participation request will be accepted; that it has not been signed cannot by itself be a ground for rejecting the participation request. The provisions of the legislation on access requests to the Authority are reserved.

12. OTHER PROVISIONS

12.1. This agreement and the rights under it may not be assigned without the other party's written approval. Universal succession in company mergers and demergers is reserved.

12.2. If one provision is held invalid the validity of the others is not affected; the invalid provision is replaced by the valid provision closest to the parties' intent.

12.3. Amendments are made in writing and signed by both parties.

12.4. Notices are made in writing; the addresses stated in the Turkish original are the statutory notification addresses. Until a change of address is notified in writing, notices sent to the old address remain valid.

12.5. This agreement creates no obligation to conclude a RegPEX Participation Agreement between the parties.

12.6. Each party is responsible for stamp duty on its own copy.

13. GOVERNING LAW AND DISPUTES

13.1. Turkish law applies to this agreement.

13.2. The Ankara courts and enforcement offices have jurisdiction. The Authority's power to resolve disputes under Law No. 5809 and related legislation in access and interconnection disputes is reserved.

13.3. Within the framework of Article 193 of the Turkish Code of Civil Procedure (HMK), the parties **mutually** accept that each other's books, e-mail correspondence and information-processing records will be treated as documents within the scope of Article 199 of the same Law.

The Turkish original (B07) is signed in two copies in thirteen articles by the OPERATOR (3C1B) and the PARTICIPANT. This English version is an informative translation and is not signed; the Turkish text prevails.