

TOKENIZED SHARE SALES BUSINESS COOPERATION AGREEMENT

Between **ODEKTA TEKNOLOJİ A.Ş.**
HELİS YAPI İNŞAAT VE YATIRIM GELİŞTİRME SAN. TİC. A.Ş.

ARTICLE 1 – PARTIES

1.1.

One party to this employment contract is Odekta Teknoloji A.Ş., located at Yalı Mahallesi – Kadir Sokak – No:14 – K:28 – D:264 (hereinafter referred to as “Odekta”).

1.2.

The other party is Helis Yapı A.Ş., located at Yalı Mahallesi – Kadir Sokak – No:14 – K:32 (hereinafter referred to as “Helis”). Both parties accept and acknowledge their legal titles.

ARTICLE 2 – SUBJECT OF THE AGREEMENT

The subject of this employment contract is to transform the real estate projects listed below, belonging to HELIS, into digital assets (tokenization), to organize the individual and institutional sale process in a secure and transparent manner through a blockchain-based software and infrastructure services developed by ODEKTA.

Projects to be tokenized:

Helis Suit Hotel

Helis Serina

The House Residence

The projects will be provided as digital assets on a digital asset platform for sale and investment using the relevant technologies. HELIS is responsible for the legal and financial infrastructure of the projects.

ARTICLE 3 – OBLIGATIONS OF THE PARTIES

3.1. Obligations of Odekta:

- a) To develop and provide the necessary blockchain-based software and platform for tokenizing the projects.
- b) To present the investment transparently and securely on a Web3.0-based platform.
- c) To offer pre-sale and post-sale support services.
- d) To ensure transparency and monitoring of investor funds through blockchain-based reporting systems.
- e) To ensure that investor participation is in compliance with the agreement.
- f) To present the investor interface and tokenization-related processes in a proper manner.
- g) To provide maintenance, security, and technical support services for the platform.
- h) To obtain the necessary licenses and approvals from relevant institutions.

3.2. Obligations of Helis

- a) To provide ODEKTA with all official ownership documents and technical/financial documentation for the projects.
- b) To provide ODEKTA with written approval for the selected projects.
- c) To ensure all sales permits and investor protection measures are obtained in coordination with ODEKTA.
- d) To jointly fulfill the obligations towards tokenized investors with ODEKTA.

ARTICLE 4 – INCOME SHARING

- a) The income from the sales of tokenized shares will be distributed between the parties according to a protocol to be prepared separately.
- b) These incomes will be transparently recorded and monitored through ODEKTA.
- c) After the deduction of taxes and legal obligations, the remaining revenue will be shared as follows:
65% to HELIS and 35% to ODEKTA.

(Signatures from both parties follow on this page)

ARTICLE 5 – SPECIAL PROVISIONS REGARDING THE HELIS SUIT HOTEL PROJECT

5.1.
The first project to be offered for tokenized share sale under this agreement is the Helis Suit Hotel.

5.2.
HELIS YAPI owns 48 independent units ready for leasing. These will be tokenized and offered as digital assets, enabling share-based sales to investors.

5.3.
The rental process of the tokenized units will be managed through the Token developed and operated by ODEKTA. All technical, software, and digital infrastructure responsibilities related to this process lie solely with ODEKTA. HELIS has no responsibility in this regard.

5.4.
The rental of independent sections, pricing, and management of all related operational steps will be handled exclusively by ODEKTA.

5.5.
As per this agreement, ODEKTA also has marketing rights for the other projects Helis Serina and The House Residence. ODEKTA reserves the right to start marketing and planning activities even before construction begins.

5.6.
In the event of sale, leasing, or other commercial activities outside of the tokenization process, HELIS must inform ODEKTA in writing. Projects included in the tokenization scope cannot be removed without mutual agreement.

5.7.
HELIS cannot cancel the share-based sales of tokenized projects unilaterally.

ARTICLE 6 – DURATION OF THE AGREEMENT

- 6.1.**
This contract enters into force upon signature and remains valid until all tokenized projects and share sales are completed.
- 6.2.**
If either party fails to fulfill its obligations, the other party may terminate the agreement after giving a written notice and allowing a 30-day period to resolve the breach.

ARTICLE 7 – CONFIDENTIALITY

- 7.1.**
The parties agree to keep all information and documents shared under this agreement confidential.
- 7.2.**
This confidentiality obligation remains valid for 1 year after the termination of the agreement.

ARTICLE 8 – APPLICABLE LAW AND JURISDICTION

- 8.1.**
This agreement is subject to the laws of the Republic of Turkey.
- 8.2.**
The Istanbul Central Courts and Enforcement Offices have jurisdiction over disputes.

ARTICLE 9 – OTHER PROVISIONS

- 9.1.**
This employment contract consists of 2 pages and 8 articles, signed by both parties on [May 20].
- 9.2.**
For matters not covered in this agreement, the Turkish Code of Obligations and relevant legislation will apply.

PARTIES:

Odekta Teknoloji A.Ş.
Signed: Denizhan Purut

PARTIES:

**Helis Yapı İnşaat ve Yatırım
Geliştirme San. Tic. A.Ş.**
Signed: Murat Uzun