

**DOING BUSINESS  
IN TÜRKİYE:  
KEY LEGAL  
CONSIDERATIONS FOR  
FOREIGN INVESTORS**

**HARVEY  
ARASAN**

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# HOW TO SET UP A CORPORATE STRUCTURE ?

## FOREIGN DIRECT INVESTMENT

Foreign direct investments is subject to Law No. 4875 on Foreign Direct Investments (*“Foreign Direct Investments Law”*). Under this Law, foreign investors are defined as nationals of foreign countries, legal entities established under the laws of foreign countries, and international organisations making a foreign direct investment in Türkiye.

### PRINCIPLE OF EQUAL TREATMENT

The incorporation of Joint Stock Companies (JSC) (*anonim şirket*) or Limited Companies (LC) (*limited şirket*) by foreign shareholders is subject to the same rules as those applied to local shareholders. Companies with foreign shareholdings are treated equally with companies with local shareholdings.

Foreign investors may freely and directly invest in Türkiye, receiving the same treatment as domestic investors. However, such investments, including share transfers, must be reported to the competent authorities under the Foreign Direct Investments Law.

### SECTORAL LIMITATIONS

Certain sectors, such as broadcasting and civil aviation, impose restrictions on the percentage of shareholding that foreign investors may own.

### TRANSFER OF PROFITS

Foreign investors may freely transfer abroad any net profits, dividends, sale proceeds, liquidation funds, or compensation. Transfers must be made through banks or private financial institutions.

### FOREIGN EMPLOYEES

Foreign nationals to be employed by companies, branches, and other entities established under this Law must obtain a work permit from the Ministry of Labour and Social Security.

#### → WHAT THIS MEANS FOR INVESTORS

Foreign investors in Türkiye enjoy the same rights as local investors, with few sector restrictions. You can repatriate profits freely, but certain industries have ownership limits and all investments must be reported to the authorities.



## INCORPORATION PROCESS

Foreign shareholders may establish a joint stock company (JSC), a limited company (LC), a branch, or a liaison office. Of these, the joint stock company (JSC) is the most common form.

Choosing the correct legal structure is critical, as each option has distinct legal requirements. We can guide you through the differences to help you make an informed decision.

### No Requirement for General Regulatory Approval

As a general rule, the establishment of a joint stock company (JSC) or limited company (LC) is not subject to regulatory or governmental consent. Some companies require prior approval from the Ministry of Trade. This applies to banks, insurance companies, and asset management companies.

The incorporation processes for both joint stock companies (JSC) and limited companies (LC) are very similar.

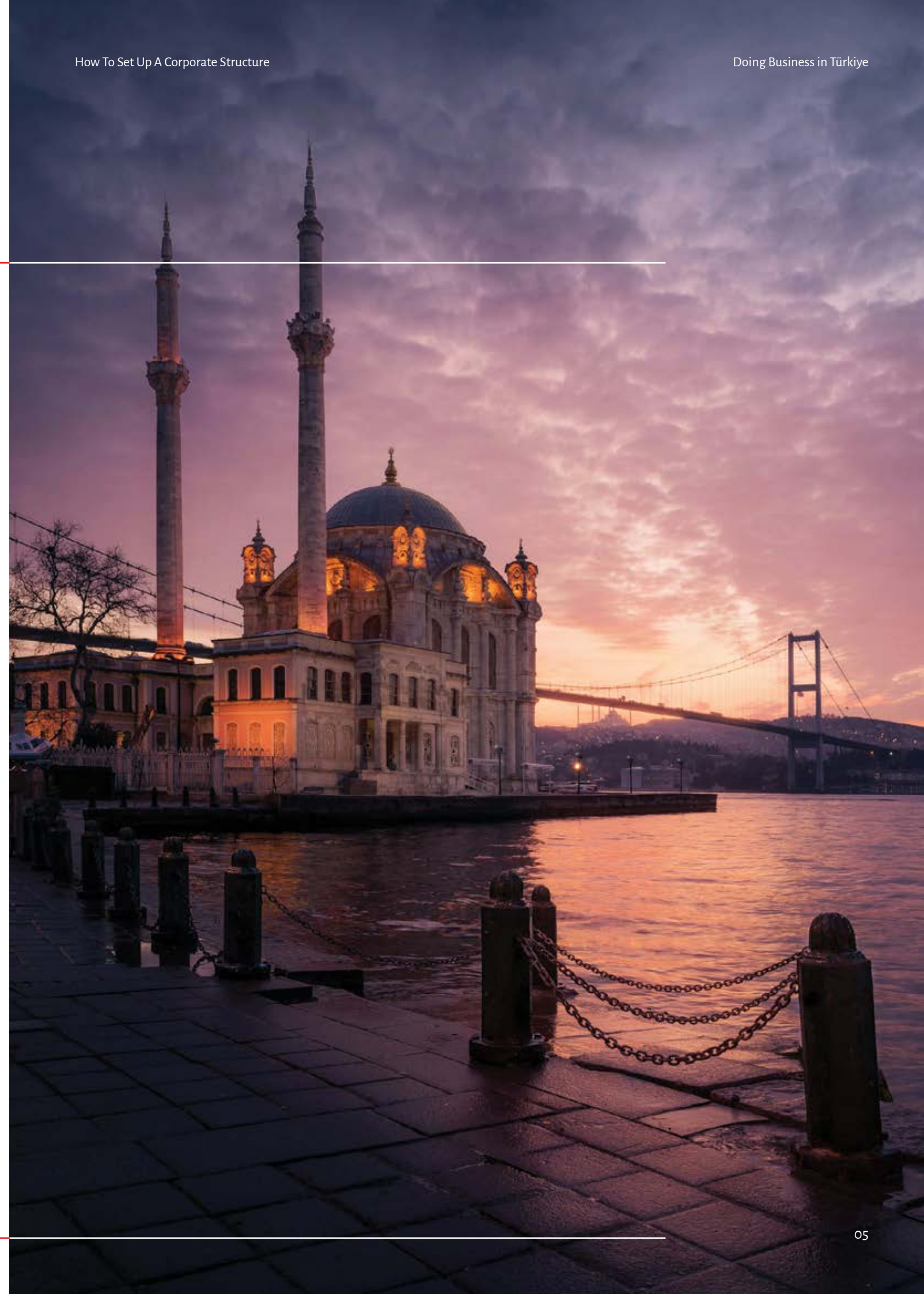
### In Summary:

- Initiate the process via the Central Registration System (MERSİS).
- Liaise with the relevant authorities and bodies: the trade registry office, notary public, and tax office.
- Required documents concerning foreign shareholders must be notarised and apostilled.
- Obtain temporary tax numbers for foreign shareholders.
- Open a bank account in Türkiye for payment of the minimum share capital.
- Enter into a lease agreement for the company's registered address.
- Draft and sign the articles of association.



## WHAT THIS MEANS FOR INVESTORS

Company set-up in Türkiye is relatively straightforward. Most businesses don't need prior government approval, but regulated sectors like banking do. Choosing the right structure from the start will affect your legal obligations and flexibility.





## LIMITED COMPANY (LC)

An LC may be incorporated with one or more shareholders (*up to a maximum of 50*), who may be either natural persons or legal entities. The minimum share capital requirement is **TL 50,000**. Capital contributed in cash may be paid in full within 24 months of the company's registration.

A limited company (LC) may issue only registered shares. These shares cannot be listed or publicly offered.

Shareholders are liable for the share capital they have subscribed to; however, they are also personally liable for the company's public debts in proportion to their shareholding.

### GOVERNING BODIES

#### General Assembly

The general assembly alone can make certain key decisions. These include amending the articles of association, appointing managers, and deciding whether to terminate the company.

There is no statutory meeting quorum unless a higher quorum is required under the law or stipulated in the articles of association. Resolutions are adopted by a majority of the shareholders present. Some decisions require a special quorum under the law. Examples include restrictions on share transfers, increasing share capital, changing the registered address, and terminating the company.

Unlike a JSC, a share transfer in an LC requires the approval of the general assembly.

#### Board of Managers

At least one shareholder must be appointed as a manager with authority to represent the company. A manager may be a natural person or a legal entity. If more than one manager is appointed, one shall be elected as president. The president holds a casting vote unless otherwise provided in the articles of association.

The general assembly appoints managers, and there is no statutory limit on their term of office. They may be removed by the general assembly at any time.



The law does not prescribe meeting or decision quorums for managers. Unless otherwise set out in the articles, decisions are taken by a majority vote, with the president holding a casting vote in the event of a tie.

Managers authorised to represent the company are personally liable for public debts owed by the company.

**Transfer of Shares**

The transfer of LC shares is subject to more formalities than in a JSC. A written share transfer agreement must be executed before a notary public. The transfer must be approved by the general assembly and registered with the trade registry.



**WHAT THIS MEANS FOR INVESTORS**

An LC is cost-effective for smaller operations and limits liability to your investment. However, share transfers require formal approval, and shareholders may be personally liable for some public debts.

**JOINT STOCK COMPANY (JSC)**

A JSC may be incorporated with one or more shareholders, who may be either natural persons or legal entities. The minimum share capital requirement is **TL 250,000**. At least one quarter of the share capital must be paid prior to registration, with the remainder payable within 24 months after registration.

Shareholders in a JSC are liable only for the share capital to which they have subscribed.

A JSC may issue either registered or bearer shares. Shares may be listed and publicly offered.

**GOVERNING BODIES**

**General Assembly**

The general assembly is one of the governing bodies of a JSC and is composed of all shareholders. It holds certain exclusive and non-transferable powers, including amending the articles of association, appointing, and removing board members, approving dividend distributions, and authorising the sale of a majority of the company's assets.





A general assembly meeting can be held if shareholders present represent at least one-quarter of the share capital, unless a higher quorum is set by law or in the articles of association. If this quorum is not met at the first meeting, no quorum is required for the second meeting. Decisions are taken by a majority of those present.

Certain matters, such as amendments to the articles of association, increases in share capital, and mergers, is subject to special quorum requirements under the Turkish Commercial Code (“TCC”).

**Board of Directors**

Board members are appointed by the general assembly for a term of up to three years, and the same person may be reappointed upon expiry of the term. A board member may be either a natural person or a legal entity. Where a legal entity is appointed, it must designate a natural person to represent it in board meetings and sign resolutions on its behalf.

Board members elect a chair and a vice-chair. Each director, including the chair, has one vote.

**Foreign Directors**

Foreign directors who are also shareholders must obtain a work permit. Foreign directors who are not shareholders and who do not reside in Türkiye are not required to have a work permit.

**Board Meetings**

Unless otherwise provided in the articles of association, board meetings may be convened with a majority of members, and resolutions are adopted by a majority of those present. The articles of association may increase, but not decrease, the statutory meeting and decision quorums.

**Remuneration**

Under the TCC, the remuneration of board members is determined by the general assembly unless otherwise set out in the articles of association.

**Restrictions**

**Board members may not:**

- Engage in transactions with the company, directly or indirectly, for their own account or on behalf of third parties; or
- Participate in any other company engaged in the same line of business as a shareholder, unless explicitly authorised by the general assembly



**Liabilities**

In addition to the the statutory duties set out in the TCC, board members authorised to represent the company are personally liable, with their own assets, for public debts (*including tax and social security debts*) that cannot be collected from the company.

**Auditors**

JSCs engaged in certain regulated activities, or those whose total assets, annual net sales revenue, or number of employees exceed specified thresholds, is subject to independent audit requirements.

**Transfer of Shares**

Registered shares are transferred by endorsing the share certificates and delivering possession to the transferee. The transfer must be approved by the board of directors for entry into the share ledger. Share transfers in a JSC are not subject to registration with or announcement in the trade registry.

**WHAT THIS MEANS FOR INVESTORS**

A JSC offers more flexibility for raising capital, transferring shares and can issue public shares. Shareholder liability is limited, but governance rules are stricter and more formal than for an LC.

**BRANCH**

Branches of foreign companies in Türkiye must be registered in the same manner as Turkish companies, provided that the trade name requirements under the laws of the foreign company's home country are respected.

If the foreign company has more than one branch, any branches opened after the registration of the first branch must be registered in the same way as branches of a local company.

No share capital is required for a branch.

A fully authorised commercial representative, residing in Türkiye, must be appointed for each branch. Similar to LCs and JSCs, the incorporation process for a branch of a foreign company is initiated via the Central Registration System (MERSİS). The required documents may vary depending on the relevant trade registry directorate.







### → WHAT THIS MEANS FOR INVESTORS

Opening a branch allows you to operate under your existing company's name without setting up a new legal entity. There is no share capital requirement, but you must appoint a fully authorised local representative.

## LIAISON OFFICE

Foreign companies may establish a liaison office in Türkiye, provided they do not engage in commercial activities, and subject to the approval of the Ministry of Industry and Technology.

Applications are assessed based on factors such as the intended scope of activities, the company's share capital, and the number of employees. The Ministry may also require that the parent company has been incorporated for more than one year before applying. Once all requested documents and information have been submitted, the Ministry must issue its decision within 15 days.

The Ministry may impose a requirement that at least one year has passed since the company's establishment before granting an operating permit for a liaison office. This condition may be based on the company's field of activity, capital, and staffing levels.

Initial approvals are valid for a maximum of three years. Offices seeking to extend their term must apply before the expiry date of their existing approval. Liaison offices that were authorised solely for market research or promotional activities relating to the parent company's products or services cannot obtain an extension.

Liaison offices must not generate any income in Türkiye and must be financed entirely from abroad.

### → WHAT THIS MEANS FOR INVESTORS

A liaison office is ideal for market research or promotional work without commercial trading. It is tax-exempt but cannot generate revenue, and approval is time-limited.

## TAXATION AT A GLANCE

- **Corporate income tax rate:** 25%
- **Withholding tax on dividends paid to non-resident shareholders:** 10%  
(Lower rates may apply under applicable double taxation treaties.)
- **Liaison offices:** exempt from corporate income tax.



# EMPLOYMENT ?

Below is a summary of the fundamental principles of employment law in Türkiye, together with the key rights granted to employees.

## EMPLOYMENT CONTRACTS

Employment contracts with a term of at least one year must be in writing. Contracts may be for a fixed term or an indefinite term.

A fixed-term employment contract may be renewed only once unless there is a valid reason for further renewal. If there is no valid reason for repeated fixed-term contracts, the employee is considered to have had an indefinite-term contract from the start.

### PROBATION PERIOD

The probation period may not exceed two months and must be expressly stated in the contract. During this period, either party may terminate the contract without notice or compensation.

### MATERIAL CHANGES

Under the Labour Law, any material change to working conditions must be notified to the employee in writing. If the employee does not approve the change within six business days, it is not binding. If approval is withheld, the employer may terminate the contract, provided they state justified reasons for doing so.

### NON-COMPETE CLAUSES

**A non-compete clause is valid only if:**

- The employee has had access to customer-related or industry-specific information that could not have been obtained independently, and
- Disclosure of such information would cause harm to the employer's business

The clause must be for a reasonable duration and within a clearly defined territory. A clause that unduly restricts the employee's economic position or earning capacity may be deemed invalid.



## ANNUAL LEAVE

Annual paid leave entitlement is based on length of service:

- 1–5 years: 14 days
- 5–14 years: 20 days
- 15 years or more: 26 days

## WORKING HOURS

Working hours may not exceed 45 hours per week.

## TERMINATION OF INDEFINITE-TERM CONTRACTS

The Labour Law provides for:

1. Termination without cause
2. Termination for valid cause
3. Termination for just cause
4. Mass termination

### Termination Without Cause

Employers with fewer than 30 employees may terminate an employment contract without cause by giving notice. In such cases, severance pay must be provided.

### Termination for Valid Cause

Employers with at least 30 employees may only terminate a contract for a valid cause if the employee has worked for at least six months. Valid causes relate to the employee's competence, conduct, or the operational needs of the enterprise, workplace, or work.

*Exception:* If the employee is an “employer representative” (an employee with decision-making authority managing part of the workplace), no valid cause is required.

Employees may challenge a termination for valid cause in court within one month.

### Termination for Just Cause

Both employers and employees may terminate a contract immediately for just cause.







**Employees may terminate for just cause where:**

- 1. The nature of the work endangers their health or safety
- 2. The employer or another employee has a contagious disease
- 3. The employer acts in breach of ethics or moral principles
- 4. A force majeure event suspends work for more than one week

**Employers may terminate for just cause where:**

- 1. The employee is absent for three consecutive days, or for five days in a month, due to illness or injury arising from their own fault
- 2. The employee is absent without reasonable excuse for two consecutive days, or three days in a month
- 3. The employee acts in breach of ethics or moral principles
- 4. A force majeure event affecting the employee prevents them from working for more than one week

## EMPLOYMENT OF FOREIGN NATIONALS

The main criteria for work permit applications for foreign nationals are outlined below.

### GENERAL RULES

**Employment of Turkish Citizens**

For every foreign employee, the workplace must employ at least five Turkish citizens.

This requirement does not apply if the net sales of the workplace in the previous year amounted to **TL 50,000,000** or more.

**Financial Capacity**

For newly established workplaces founded in the current year, where no year-end balance sheet or annual income statement has yet been prepared, the paid-in capital must be at least **TL 500,000**.

For workplaces established before the current year and with at least one year-end balance sheet and annual income statement, **at least one of the following criteria must be met:**

- Paid-in capital of at least **TL 500,000**; or
- Net sales of at least **TL 8,000,000**; or
- Exports worth at least **USD 150,000**



### Minimum Salary Requirements

The salary to be paid to a foreign employee must not be less than:

- **5 times** the minimum wage for senior executives and pilots
- **4 times** the minimum wage for engineers and architects
- **3 times** the minimum wage for other managerial positions
- **2 times** the minimum wage for jobs requiring expertise or specialisation

All work permit applications must comply with these minimum requirements to be considered.

### QUALIFIED FOREIGN DIRECT INVESTMENT AND KEY PERSONNEL

The Regulation on the Employment of Foreign National Employees in Foreign Direct Investments defines the conditions under which a company in Türkiye qualifies as a Qualified Foreign Direct Investment and sets out the more flexible rules for employing foreign key personnel in such entities.

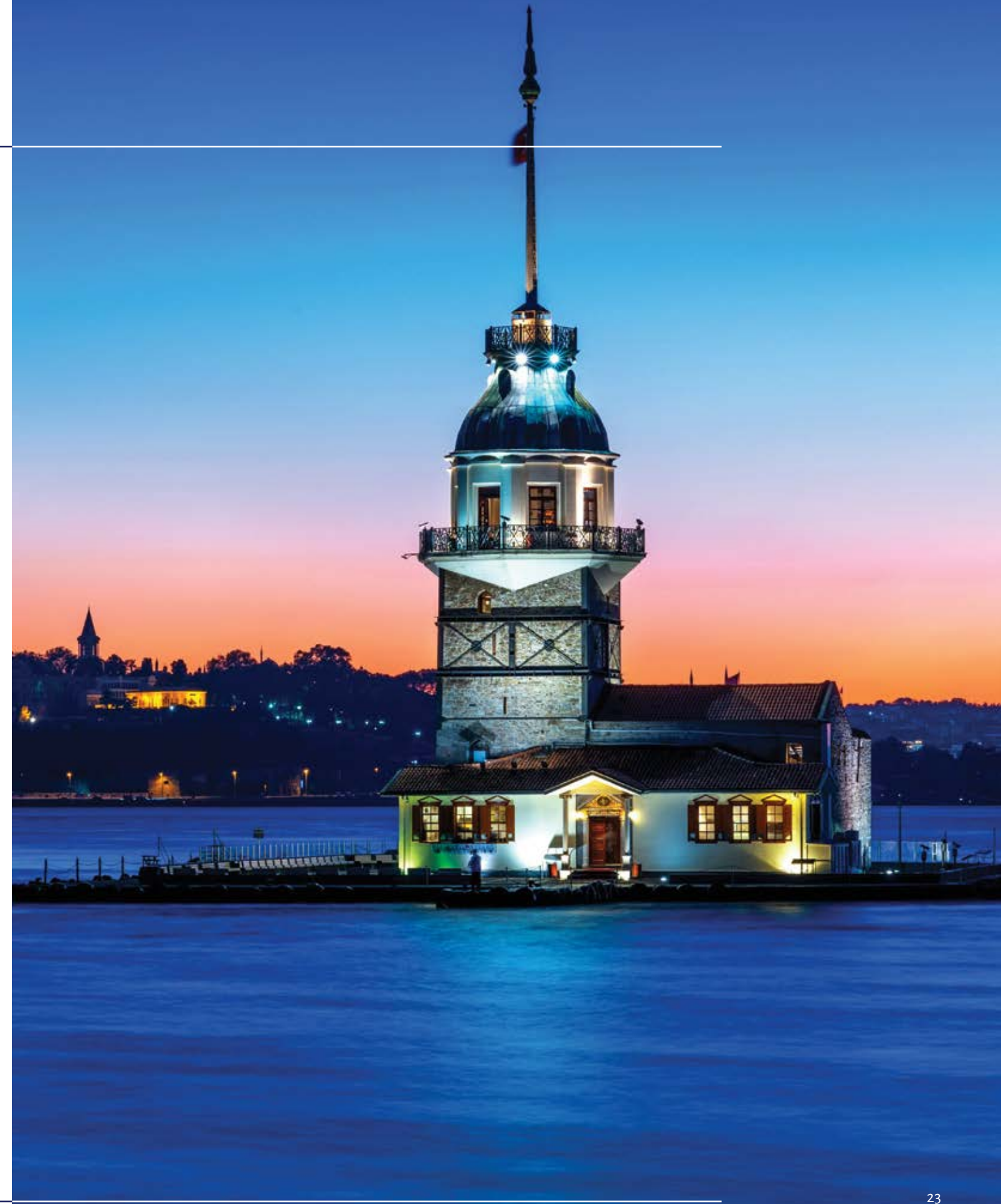
A company may obtain Qualified Foreign Direct Investment status if it meets certain criteria related to turnover, export levels, employment size, or investment amount.

Key personnel are foreign employees in senior management or executive positions, or those with critical knowledge essential to the company's operations, services, management, etc. Their responsibilities typically involve managing the company or part of it, overseeing staff, making employment decisions, or providing specialized expertise.



### WHAT THIS MEANS FOR INVESTORS

Labour Law protects employees with clear rules on contracts, termination, and leave. For foreign hires, be aware of strict work permit criteria and the requirement to employ local staff alongside them.





# HOW TO PROTECT YOUR INTELLECTUAL PROPERTY ?

## TRADEMARKS

Under the Industrial Property Law, trademarks are registered for a period of ten years from the date of filing. Registration can be renewed for further ten-year periods upon expiry.

If within five years of registration the trademark has not been used without a justifiable reason, or if use has been suspended for an uninterrupted period of five years, the registration is subject to cancellation.

The goods and services for which a trademark is registered are classified according to the *Nice Classification*, established by the *Nice Agreement Concerning the International Classification of Goods and Services*.

A trademark may be transferred in whole or in part, covering all or some goods or services for which it is registered, with a transfer agreement. Any change in ownership must be notified to the Turkish Patent and Trademark Office (TÜRKPATENT) under applicable legislation.

## OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

### – “WORK MADE FOR HIRE”

In Türkiye, the initial owner of a work is the person who creates it, regardless of who commissioned it. The employer is not automatically regarded as the author, and the commissioning party can only acquire economic rights through a contract.

Under the Law on Intellectual and Artistic Works (*Fikir ve Sanat Eserleri Kanunu* – “FSEK”), the author is the natural person who creates the work. This status does not automatically transfer to another person, even if the work was created under the instructions of an employer or pursuant to a commission. Accordingly, the concept of “*work made for hire*” — implying automatic transfer of ownership from the outset — is not recognised under Turkish law.

If an employee creates a work as part of their job, they remain the legal author. Depending on the role and the terms of employment, the employer may have certain economic rights to use the work. Even in such cases, these rights do not automatically transfer; rather, the employer may be permitted to use, reproduce, or publish the work by the job's nature.



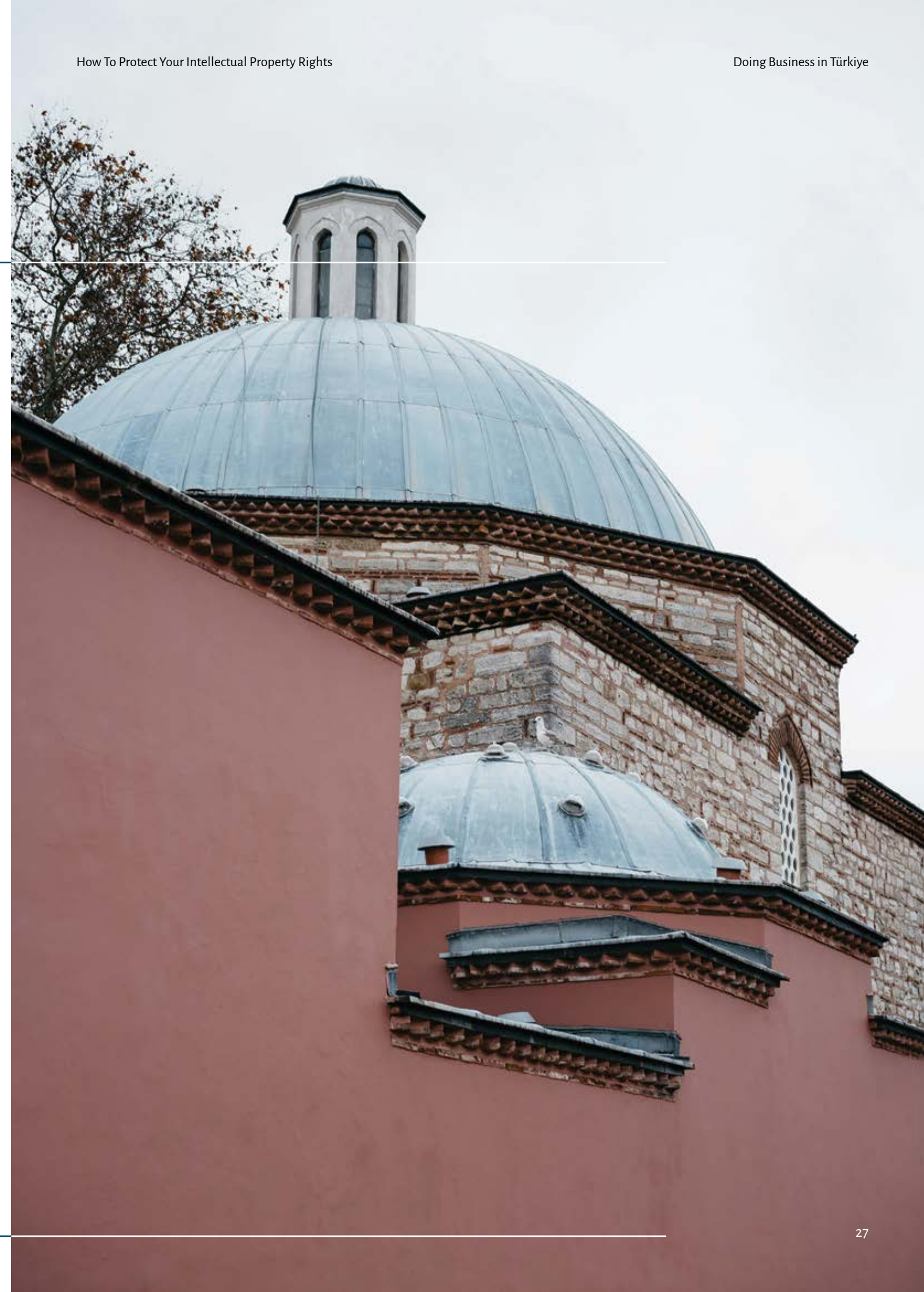
**Conditions for Employer Use of Economic Rights**

For an employer to use the economic rights over a work created by an employee under FSEK, **all the following conditions must be met:**

1. **Created in the course of employment:** The work must be created by the employee within the scope of the employment contract and in the performance of their duties
2. **No contractual limitation:** There must be no agreement stipulating that the economic rights remain with the employee or that the employer's use is limited
3. **Nature of the work:** It must not be implied from the nature of the job that the employee retains the economic rights

**WHAT THIS MEANS FOR INVESTORS**

Your brand and creations can be protected in Türkiye, but rights do not transfer automatically to employers unless agreed. Trademarks must be used within five years to remain valid.





# PERSONAL DATA PROTECTION ?

Personal data has become one of the key elements shaping many areas of life, from individuals' identities to their behaviours, in today's increasingly digital world.

## FUNDAMENTAL PRINCIPLES

Under the Turkish Personal Data Protection Law (*Kişisel Verilerin Korunması Kanunu* – “KVKK”), all personal data processing activities must comply with **the following principles**:

- Compliance with the law and the rules of honesty
- Accuracy and, where necessary, keeping data up to date
- Processing for specified, explicit, and legitimate purposes
- Relevance, limitation, and proportionality to the stated purpose
- Storage only for the period required to fulfil the processing purpose

## CONDITIONS FOR PROCESSING PERSONAL DATA

**Personal data may only be processed if at least one of the following legal grounds applies:**

1. The data subject's explicit consent to the processing activity
2. Processing is explicitly provided for by law
3. Processing is necessary to protect the life or physical integrity of the data subject or another person who cannot give consent due to actual impossibility or whose consent is not legally valid
4. Processing is necessary for the establishment or performance of a contract
5. Processing is necessary for the data controller to fulfil a legal obligation
6. The data subject has made the personal data public
7. Processing is necessary for the establishment, exercise, or defence of a legal right
8. Processing is necessary for the legitimate interests of the data controller, provided this does not infringe the fundamental rights and freedoms of the data subject

## SPECIAL CATEGORIES OF PERSONAL DATA

Sensitive personal data is given extra protection because its misuse could cause discrimination or harm to the individual. For this reason, they are subject to stricter legal safeguards.

As a general rule, the processing of special categories of personal data is prohibited unless one of the specific exceptions set out in the KVKK applies or the data subject has given **explicit consent**.



## VERBIS – DATA CONTROLLERS’ REGISTRY

All data controllers, unless exempt, must register with the Data Controllers’ Registry (VERBIS) online before they start processing personal data.

- Registration must be completed within 30 days from the date the obligation arises.
- If factual, technical, or legal obstacles prevent timely registration, the data controller may request an extension in writing within 7 business days of becoming aware of the obstacle. The Authority may grant a one-time extension of up to 30 days.

### Registration details must include:

- Identity and contact information of the data controller, its representative (*if applicable*), and its designated contact person
- The purposes for which personal data will be processed
- Categories of data subjects and types of personal data
- Recipients or recipient groups to whom personal data may be disclosed
- Personal data intended to be transferred abroad
- Security measures taken to protect personal data
- Retention periods for the processed personal data

Additionally, for registration, data controllers subject to this obligation must prepare and maintain a **Personal Data Processing Inventory**.

## INTERNATIONAL TRANSFERS OF PERSONAL DATA

**Personal data may be transferred abroad only if one of the following applies:**

### 1. Adequacy Decision:

The Personal Data Protection Board has issued an adequacy decision for the recipient country, a sector within that country, or an international organisation.

### 2. Appropriate Safeguards (*where no adequacy decision exists*):

- An agreement between a foreign public institution or organisation and a Turkish public institution or organisation, with Board approval
- Binding Corporate Rules (BCRs) approved by the Board
- A Standard Contract published by the Board
- A written undertaking containing adequate protection clauses, with Board permission

### 3. Exceptional and Occasional Transfers:

If none of the above conditions is met, transfers abroad may occur only on an exceptional and occasional basis, as provided under the KVKK.



# MERGERS AND ACQUISITIONS ?

Another way of doing business in Türkiye is to acquire an existing Turkish company or establish a partnership with such a company.

Private M&A transactions in Türkiye are most commonly structured as share sales. An alternative structure is an asset sale. Turkish law allows a buyer to acquire an entire commercial enterprise in one transaction, using a simplified procedure called a **transfer of commercial enterprise**, instead of selling each asset separately. **Such a transfer must be:**

- Notified to the target company's creditors
- Registered with the Commercial Registry; and
- Announced in the Commercial Registry Gazette

**Typical documentation for a private M&A transaction includes:**

- Non-disclosure agreement
- Letter of intent
- Share purchase agreement or asset sale agreement
- Escrow agreement
- Shareholders' agreement (*if the buyer is not acquiring 100% of the target's shares*)

## Regulatory Approvals

As a general principle, shares in joint stock companies (JSC) are freely transferable and do not require regulatory approval. However, certain sectors are exceptions to this rule. In industries such as banking, insurance, telecommunications, and energy, share transfers may require prior approval from the relevant regulatory authority, depending on the percentage of shares being transferred.

## FOREIGN INVESTMENTS AND SECTORAL RESTRICTIONS

Foreign investors are generally entitled to invest freely and directly in Türkiye, enjoying the same treatment as domestic investors. However, such investments, including share transfers, must be reported to the competent authorities under the Foreign Direct Investment Law.

Certain sectors, such as broadcasting and civil aviation, impose statutory restrictions on the percentage of shares that foreign investors may own.



## COMPETITION BOARD APPROVAL

M&A transactions may require approval from the Turkish Competition Board if they meet the relevant legal thresholds.

- ***Parties must apply for approval during the interim period***
- ***The transaction cannot close until approval has been granted***

Competition Board approval is mandatory if the transaction changes control of the company and exceeds the statutory thresholds. The review process aims to prevent anti-competitive outcomes that could distort market dynamics. Failure to obtain approval before closing constitutes a legal violation and may result in significant financial penalties.



### WHAT THIS MEANS FOR INVESTORS

Buying an existing Turkish company or partnering locally can be faster than setting up from scratch. Some deals require regulatory or competition authority approval, especially in regulated sectors.





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## HARVEY ARASAN

Founded in 2022, Harvey Arasan builds on the extensive professional experience of its founding partners and team, who have worked for over 15 years across Türkiye, France, and other European jurisdictions.

Our lawyers are graduates of prestigious francophone high schools and have completed their legal education at renowned institutions such as **Paris Panthéon-Sorbonne University** and. They have held positions in respected law firms and institutions in Istanbul, Paris, London, and Brussels.

We are a dynamic, multilingual team providing fully integrated legal services in English, French, and Turkish. With bar admissions in both Türkiye and France, we are among the few firms able to offer direct and full-capacity legal support in both jurisdictions.

Our clients include domestic and international companies and individuals as well. While we are recognised for our expertise in corporate, commercial, and contract law, we also have a strong focus on intellectual property, labour law, and banking and finance law. Our deep understanding of international business culture, particularly in the French and English legal and commercial contexts, enables us to provide reliable, context-aware legal advice across borders.

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# HARVEY ARASAN

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