

CONFIDENTIALITY AGREEMENT

1. Parties

This agreement is signed and entered into force by and between Ege Fren Sanayi ve Ticaret A.Ş. with its resident at 7405/2 Sokak No:4 35060 Pınarbaşı / İzmir and registered to Hasan Tahsin Tax Office with tax number 325 004 9968 (hereinafter to be referred to as “DISCLOSING PARTY”.) [●] with its registered address in [●] and registered to [●] Tax Office with tax number [●] (hereinafter to be referred to as “RECEIVING PARTY”) under the following terms and conditions.

The parties hereby agree, acknowledge and undertake that their addresses stated above are their notification addresses, in case of any address changes, they shall notify the other party thereof in writing, in case of failure in doing so, any notices sent to these addresses shall be valid and effective under the Provisions of the Notification Law.

2. Objective of the Contract

The parties intend to start negotiations between them for production, design, supply of certain products and receipt of services etc. in general between them. During and/or after such negotiations, the parties shall share or access certain information, drafts, opinions of each other during the effective term such agreements signed for details such as production, supply, delivery, shipment etc. between the parties and all of such information is hereinafter referred to as “Confidential/Commercial Information”.

They hereby agree and undertake to take necessary actions to ensure the following in connection with the Confidential Information:

- Keep strictly confidential with due diligence and care,
- Except for the exceptions in Article 5.3, not to disclose to any third party and / or make public by any means, or share by no means whether orally/visually and / or in writing,

- Not to use directly or indirectly other than the purpose of the business done under the agreement between them. The parties hereby agree and undertake to show the same due diligence and care they show for protecting their own confidential information also for protecting the confidential information of the other party.
- The parties hereby agree, acknowledge and undertake that they shall be under the obligation of protecting, keeping secret, not disclosing any “Commercial Information” described below and make any efforts to protect the same not only for the term of this agreement, but perpetually regardless of any certain period.

This Confidentiality Agreement issued to determine all kinds of records and conditions necessary for the protection of Confidential Information and personal data within the scope of the law on the protection of personal data no. 6698 for the protection and prevent disclosure or transfer to third parties of the Confidential Information shared during the contract negotiations between the DISCLOSING PARTY and the RECEIVING PARTY or within the scope of the performance of the contracts and/or commercial relations concluded and/or to be concluded between the parties or the Confidential Information accessed by the RECEIVING PARTY and all documents and records belonging to them, including electronic ones, by the RECEIVING PARTY, partners, managers, personnel, representatives, proxies and subcontractors, if any, of the RECEIVING PARTY and personnel of the subcontractors.

3. Definitions

Confidential Information: (Including but not limited to) Any drawings, pictures, sketches, models, ideas, procedures, engineering propositions, sample parts, forms, samples, draft drawings, part list, engineering knowledge, part information, product and production information/programs, CAD Data, plan, design, specifications, measurement results, formula, research results, codes, correspondences, understandings, projections, product and product conversion plans, business plans, projects, marketing programs, applications, software and application codes, security settings, passwords, photographs, prototypes, R&D works, industrial designs, utility models, patents, trademarks and any kind of information required to be kept “CONFIDENTIAL” which can be

registered, which is delivered, disclosed in writing, printing, words or visually and/or by means of electronic, magnetic, mechanical etc. data storage and/or transfer tools, equipment and hardware by the DISCLOSING PARTY to the RECEIVING PARTY or accessed by the RECEIVING PARTY during the commercial relationship and is “confidential” by nature.

Commercial Information (Trade Secrets): shall mean any information “REQUIRED TO BE KEPT CONFIDENTIAL PERPETUALLY” such as the company name, business name, trademark, logo used by the DISCLOSING PARTY for its business company, its economic status, all kinds of sales revenue information, cost information, gross and net profitability information, commercial books, data and records, number of employees, customer details, supplies details, content and number of orders, prices, manufacture organization, business plans, commercial conditions and alike.

Due Diligence: shall mean the same degree of care with the care shown by the RECEIVING PARTY for its own information of “CONFIDENTIAL” nature (provided that such level shall in any case be higher than the reasonable care and due diligence a prudent supplier is required to show).

4. Combination of Confidential/Commercial Information with Other Information

Even in case of combination, integration, merger of any Confidential/Commercial Information with other information or documents owned by the Parties, such other information or documents shall be considered confidential under the provisions of this Agreement and the responsibilities of the parties set forth below shall also be applicable to such information or documents.

5. Use of Confidential Information and Obligation of Non-Disclosure

5.1. The RECEIVING PARTY shall use the Confidential/Commercial Information only for the negotiations and possible project, work and relations set forth in this Agreement.

5.2.The RECEIVING PARTY shall keep confidential each such piece of Confidential Information during the term of this Agreement and for a period of ten (10) years following the termination or expiry of this Agreement and each piece of Commercial Information during the term of this Agreement and perpetually regardless of any certain period following the termination or expiry of this Agreement, not disclose to third parties including its shareholders, affiliates and subsidiaries by any means and show Due Diligence and take any action to ensure continuity of the confidentiality of the Confidential Information.

5.3.The Party Receiving the Confidential/Commercial Information shall be directly responsible for observation and breaches of the confidentiality agreement by its managers or employees as such would be its own default within the framework of the principles of guarantee of performance by third party. The Party Receiving the Confidential/Commercial Information shall not disclose such information to any group of companies it is affiliated to or any other third party or entities from or to which it receives service/provides service whether directly or indirectly.

5.4.None of the Parties shall use, reproduce, disclose, archive or cite the Confidential/Commercial Information for any purpose other than the intent and conduction of the project negotiations.

5.5.In case of any breach of confidentiality obligation by the RECEIVING PARTY, the RECEIVING PARTY hereby agrees, acknowledges and undertakes that it shall be responsible for indemnifying the DISCLOSING PARTY and any other third parties for any consequential tangible and intangible damages or loss of profit in cash and at once. The amount of such indemnification shall not exceed the total amount of the project negotiated between the parties.

5.6.Regardless of any contrary provision herein, if the RECEIVING PARTY has to disclose the Confidential Information pursuant to a court degree, any law, bylaw, regulation in force, the RECEIVING PARTY shall, unless any contrary act is prohibited as required by the legislation in

force, immediately inform the DISCLOSING PARTY in writing in order to ensure that necessary precautions are taken before disclosing Confidential Information and show due diligence for keeping confidential any information it has disclosed when making such necessary disclosure.

5.7. Confidential/Commercial Information is property of DISCLOSING PARTY. No provision in this Agreement shall be construed as any right, license, authorization or power has been granted to the RECEIVING PARTY on any intellectual and industrial property rights or other commercial rights already owned or to be owned by the DISCLOSING PARTY in relation with the Confidential/Commercial Information.

5.8. In case of termination of the negotiations on the agreement between the parties for any reason and/or the termination of such agreement for any reason, the RECEIVING PARTY shall completely return any confidential of the DISCLOSING PARTY and not keep or allow to be kept any copy or reproduction thereof in its possession. The RECEIVING PARTY may also destroy the Confidential Information in question upon the written request of the DISCLOSING PARTY instead of returning it, in which case it is obliged to present the evidence of destruction to the DISCLOSING PARTY.

5.9. Execution of this agreement shall not mean or be construed as an agreement shall be signed, a mutual understanding shall be reached or any exclusivity shall be granted to the RECEIVING PARTY as the result of the negotiations being made between the parties. In this context, each party is aware that it shall be responsible for any cost and risk in connection with any works it shall do during the negotiations.

6. Exclusions of Confidentiality Obligation

6.1. Any information which becomes public without any breach (intentional and/or negligent) of the RECEIVING PARTY.

6.2.Any information which is already known and proved to be known by written documentation by the RECEIVING PARTY before disclosure thereof.

6.3.Any information received by the RECEIVING PARTY legally from a third party without breach of any contractual obligation or without knowledge of the RECEIVING PARTY on such breach or any reason for knowing, or

6.4.Any information which the DISCLOSING PARTY explicitly allows in writing to be excluded from confidentiality obligations set forth in this Agreement.

7. Term

This Agreement is signed between the parties for a period of 10 years. In case of execution of an agreement as the result of the negotiations between the parties, the term of this agreement shall be extended for the term of the said agreement. But this agreement shall remain in full force for a further period of 10 years after the termination of the agreement for the project between the parties.

The obligation of keeping secret and not disclosing the information described as Confidential/Commercial Information in this Agreement shall be perpetual and not limited with any term.

If there is any information shared before the signing of this Agreement, this information is automatically included in the scope of this confidentiality agreement with the signing of this Agreement.

8. Effect – Audit

8.1.Any understanding and agreements set forth in this Agreement shall, unless otherwise is agreed upon by the Parties in writing, remain in full force in case of any termination of the

agreement for the project between the parties, execution and/or renewal of new agreements between the parties.

8.2. The DISCLOSING PARTY shall, for the purpose of inspecting whether or not the RECEIVING PARTY duly keeps confidential the Confidential Information under this Agreement, be entitled to conduct inspections and make negotiations in the premises, the procedures and processes it follows, and its records during the normal working hours of the RECEIVING PARTY with a reasonable prior written notice.

9. Protection of Personal Data

Regarding personal data including but not limited name, surname, contact information transferred to it by the RECEIVING PARTY or accessed due to the relationship between the parties,

- a. It has the right and authority to access the said personal data , limited only to the performance of the contracted services;
- b. It will not access, transfer the said data, etc., in any way other than for the purpose of performing the services subject to the contract and will not engage in processing activities and that its personnel are responsible for their actions in this sense,
- c. In case of any information request from the beneficiary real persons or any third party institution or organization, including the Personal Data Protection Authority, in any case, in order to ensure that the necessary measures are taken before responding, the DISCLOSING PARTY shall be immediately informed about the subject in written,
- d. It accepts, declares and undertakes to comply with all secondary legislation, including the regulations and communiqués issued on the subject, in particular the law on the protection of personal data no. 6698, including taking the necessary technical and administrative measures regarding the protection of personal data and the decisions of the Personal Data Protection Authority and if the receiving party is suffered from any penalty or sanction due to the contrary behavior that will be recourse to itself.

10. Final Provisions

10.1. None of the Parties shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party.

10.2. Failure in fully or partially exercising the rights and powers arising from the Agreement, exercising the same in delay or failure in alleging breach of any of the provisions of this Agreement or failure in exercising the right for termination with a recognized cause or any waiver thereof shall not be construed as a waiver of the concerned party from claiming its rights arising from the Agreement in case of subsequent breaches or by any means affect the validity of the breached provision. Waivers which are not in writing or signed by the Party waiving its rights shall not be valid.

10.3. The Parties accept, declare and undertake that they will try to resolve all disputes that may arise due to the implementation of this Agreement primarily through peaceful settlement. Settlement negotiations shall be deemed unsuccessful if they are not initiated within 1 (one) month from the first request for negotiations by one of the Parties and if they cannot be concluded positively or negatively within this period or if they are concluded negatively.

All disputes arising out of the application and interpretation of this Agreement, its annexes and integral parts, which cannot be resolved by settlement, shall be finally settled by arbitration at ISTAC (Istanbul Arbitration Center) in accordance with the Arbitration Rules of ISTAC. The language of the arbitration shall be Turkish. The place of arbitration shall be Istanbul/Turkey. Turkish law shall apply to the merits of the dispute.

The number of arbitrator shall be applied as provided in the ISTAC Rules according to the dispute. The parties may seek injunctive relief in accordance with the ISTAC Emergency Arbitrator Rules if necessary.

11. Signing

This Agreement shall bind any legal and contractual successors of the parties and inure in favour of and against their contractual and legal successors.

This Agreement is issued in two copies and duly read and signed by the parties on /..... /.....

Annex 1: Authorized Signatures List

RECEIVING PARTY

DISCLOSING PARTY

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