

CONFIDENTIALITY AGREEMENT

This Agreement is entered into by and between EFEKTİF DANIŞMANLIK, YAZILIM, SATIŞ, PAZARLAMA A.S. with offices at Kuştepe Mahallesi Leylak Sokak Nursanlar İş Merkezi Kat:12 D:39-40 (hereinafter "Efektif") and, with offices at (hereinafter "...").

The Parties agree to enter into a confidential relationship with respect to the disclosure of certain confidential information in accordance with their commercial relationship.

The Parties may be collectively referred to as the "Parties" or individually as a "Party".

Article 1 – Definition of Confidential Information

- 1.1.** Confidential information means all trade secrets, proprietary information, know-how, and confidential information disclosed by the disclosing Party and or its employees, agencies, representatives and affiliates ("Disclosing Party") to the receiving Party and/or to its employees, agencies, representatives and affiliates ("Receiving Party") including but not limited to any and all technical, business or financial information or; processes, business plans, methods, copyright, patent, trademark or; any or all commercial, financial, technical and intellectual property-related information including inventions, tools, utility models or; information related to goods and any other ideas or information relating to disclosing party's business ("Confidential Information").
- 1.2.** Confidential Information shall cover all scientific, industrial and economical information and/or documentation owned by the Disclosing Party and their employees.
- 1.3.** Confidential Information shall not include any information which:
 - a. is publicly known at the time of disclosure by the Disclosing Party
 - b. is learned by the receiving party through legitimate means or through court or administrative orders
 - c. was known to the Receiving Party prior to receiving any of the Confidential Information from Disclosing Party.

Article 2 – Rights and Obligations

- 2.1.** Receiving Party agrees that all Confidential Information shall remain the property of Discloser.
- 2.2.** Parties shall disclose their Confidential Information to each other as required by their commercial relationship to the extent permitted by this Agreement.
- 2.3.** Parties agree and acknowledge that they shall not be held liable due to the disclosed Confidential Information being deficient or incorrect.
- 2.4.** Receiving Party shall a) hold and maintain the Confidential Information in strictest confidence; b) not disclose the Confidential Information to any third persons and/or not make the Confidential Information public and c) use the Confidential Information only within the scope of the commercial relationship between the Parties.

- 2.5. Receiving Party cannot disclose Confidential Information to any third persons; distribute Confidential Information in any way for any reason whatsoever; announce Confidential Information through media or; use Confidential Information for marketing purposes without prior written confirmation of the Disclosing Party unless otherwise is required by law.
- 2.6. Receiving Party agrees to protect Confidential Information and to apply the same standards of protection and safeguarding to Confidential Information applied to its confidential information. Receiving Party can disclose Confidential Information to its employees, sub employees and other personnel who work under the Receiving Party (“Employees”) who have the need for disclosure in connection with and only when compulsory for the Receiving Party’s authorized use of Confidential Information. In such case, Receiving Party shall inform its Employees regarding the confidentiality obligations stated hereunder. Parties agree and acknowledge that their Employees shall not violate this Agreement otherwise Parties shall directly be responsible for their Employees’ violations.
- 2.7. Receiving Party shall inform the Disclosing Party immediately and in written in case they become aware that Confidential Information owned by Disclosing Party is made public against this Agreement. In such case, Disclosing Party can claim for damages that it may incur due to breach of Agreement from the Receiving Party.

Article 3 – Return of Confidential Information

Receiving Party shall return to Disclosing Party any and all materials in its possession pertaining to Confidential Information immediately upon written notification of the Disclosing Party upon termination of this Agreement and/or the commercial relationship between the Parties.

Article 4 – Execution

This Agreement shall enter into force on the signing date and Parties’ confidentiality obligations under this Agreement shall be valid for the indefinite period and remain in force, regardless of the period of the commercial relationship between the Parties.

Article 5 – Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Article 6 – Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings regarding confidentiality. This Agreement may not be amended except in a writing signed by both parties.

Article 7 - Applicable Law and Jurisdiction

This Agreement is subject to the Turkish Law and İstanbul (Çağlayan) and İstanbul Anadolu Courts and Execution Offices are competent in case of discrepancy.

Article 10 - Notifications

All notices, consents and approvals under this Agreement must be delivered via notary public or by certified mail.

This Agreement consisting 2 pages and 9 articles has been regulated as two original copies and has been signed on the date of [...].

EFEKTİF DANIŞMANLIK YAZ. SAT. PAZARLAMA AŞ.

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Signature:
Date: