

CONFIDENTIALITY AGREEMENT

1. PARTIES

This Confidentiality Agreement ("Agreement") is entered into on one side by:

1- KUZUFLEX METAL SANAYİ VE TİCARET A.Ş.

Ata Mahalle Serbest Bölge Gelincik Cadde No.1

Gemlik - Bursa

(Hereinafter referred to as the "COMPANY" in this Agreement.)

and on the other side by;

2-

Adres :

(Hereinafter referred to as the "SUPPLIER" in this Agreement.)

as of the date.

The COMPANY and the SUPPLIER, individually referred to as a "Party" and collectively referred to as the "Parties".

2. SUBJECT OF THE AGREEMENT

The subject of this Agreement is to determine the rights and obligations of the parties regarding the protection of the information disclosed by the COMPANY to the SUPPLIER regarding any commercial relationship, business relationship, or cooperation that the COMPANY may enter into with the SUPPLIER or projects for which the COMPANY will request proposals from the SUPPLIER, and other works and services related thereto.

3. CONFIDENTIALITY TERMS

3.1 The term "Confidential Information" as used in this Agreement shall refer to any and all technical information, technical drawings, data, financial statements, reports, financial and legal information, trademarks, patents, industrial design information, know-how, methods, disclosed business opportunities, projects, business models, customer and market information, copyright, computer programs and their documents, encryption techniques, processes, advertising, packaging and marketing plans, product plans, technical plans, business strategies, information on strategic alliances and partnerships, financial information, market information and forecasts, prototype information, research and development information, technical specifications, trade secrets, or any other legal information, engineering data, personnel information, and any and all written, graphic, or electronically readable electronic information that may be disclosed to the SUPPLIER by the COMPANY itself, its parent or affiliated companies, or their employees, representatives, or agents, or that the SUPPLIER may access

online or during visits to the company premises, or in any other way. In addition; Non-written Confidential Information disclosed through oral, visual, samples or models, and/or obtained through the examination, testing, and similar methods of devices or components provided by the COMPANY to the SUPPLIER shall be covered by this Confidentiality Agreement.

- 3.2 The SUPPLIER agrees to keep such Confidential Information confidential for a period of 10 years from the date of receipt, even if this Agreement is terminated, to use it only for the purpose of providing goods or services to the COMPANY, not to disclose it to any third party, directly or indirectly, through associated persons or otherwise (including but not limited to joint customers, prime contractors, or individuals and institutions with whom they have joint business relationships), not to use it in any way, not to give, transfer or assign it, not to sell it, and not to allow any third party to use it in any way, to store it diligently and securely by taking all necessary measures to prevent access by third parties, and to ensure that its employees, agents, and subcontractors comply with these obligations jointly and severally.
- 3.3 The confidentiality obligation for Confidential Information subject to intellectual property rights will continue for the duration of the protection period specified for that intellectual property right by the relevant legislation if it exceeds 10 years.
- 3.4 During tendering processes or, if there is an agreement, while providing goods or services, the SUPPLIER shall disclose the Confidential Information only to its personnel who absolutely need access to it and, with the prior written approval of the COMPANY, to its parent and affiliated companies, subcontractors, and suppliers, and shall explicitly inform these persons of their obligations under this Confidentiality Agreement. The SUPPLIER shall be directly responsible for any actions or behaviors of its personnel, partners, or parent or affiliated companies, subcontractors, or suppliers, and their employees and partners that violate the provisions of this Confidentiality Agreement. The fact that the COMPANY has authorized the provision of Confidential Information to its parent or affiliated company, subcontractor, or supplier does not affect the SUPPLIER's responsibility. The departure of personnel or the termination of work with subcontractors or suppliers does not relieve the SUPPLIER of its responsibility.
- 3.5 Upon the COMPANY's request at any time and/or upon the termination of the business relationship between the Parties, the SUPPLIER shall immediately return and deliver to the COMPANY all Confidential Information and all lists, materials, files, and other documents (including those transmitted by e-mail or data transfer, those received online with a password, computer records, CDs, DVDs, external memories, etc.) related to Confidential Information, together with all copies thereof, and shall undertake not to retain any copies thereof.
- 3.6 In the event that the SUPPLIER breaches any of the obligations or liabilities under this Confidentiality Agreement, the SUPPLIER agrees to compensate, undertake, and guarantee all kinds of material and moral damages, positive or negative damages, including but not limited to any damages, losses, and liabilities that the COMPANY has suffered or will suffer, including any compensation claims from third parties due to the breach. In addition to the right to claim compensation for any damages arising from the breach of the commitment, the COMPANY also has the right to demand performance of the commitment and take precautionary measures, and/or terminate the business relationship.

- 3.7 The SUPPLIER declares and undertakes that it is authorized for the signature, communication, and execution of this Confidentiality Agreement, and that this Confidentiality Agreement constitutes a valid and binding obligation for them in accordance with its provisions. The signature and communication of this Confidentiality Agreement, as well as the fulfillment of the commitments herein, do not violate any contract, agreement, document, or commitment to which the SUPPLIER is currently a party or bound, nor any court decision, instruction, measure, or official authority, law, or regulation. However, the disclosure of this information, partially or completely, as a result of legal obligations arising after the signing of the Confidentiality Agreement shall not be considered a violation of this agreement.
- 3.8 For the purposes of the application of this Agreement, if a trading company has a majority of the voting rights in another trading company, either directly or indirectly, or if it has the right to ensure the election of the majority forming the decision in the management body in accordance with the articles of association, or if it alone or together with other shareholders or partners, holds the majority of the voting rights, or if a trading company can control or dominate another trading company under a written or verbal agreement or by any other means, the first company is the dominant company and the other is the subsidiary company. The Confidential Information obtained by the SUPPLIER from the COMPANY's parent or subsidiary companies is covered by this Agreement. Companies where the partners are relatives up to the 3rd degree and where they are directors or partners shall be deemed as the subsidiary company of the relevant party without the need to prove the other elements specified in this clause.

4. NON-CONFIDENTIAL INFORMATION

The following information shall not be considered Confidential Information:

- i) If, at the time of receipt, it is known to the SUPPLIER, independently developed by the SUPPLIER, and this can be proven with sufficient documentation, or
- ii) if it is known to the public at that time, or
- iii) If it has been lawfully obtained from a third party without breaching this Confidentiality Agreement and without similar restrictions, and this can be proven with sufficient documentation, or
- iv) If their publication or use has been approved in writing by the COMPANY.

5. DURATION

- 5.1 This Confidentiality Agreement shall remain in force for a period of 10 (ten) years from the date of the last signature, unless extended by the Parties in writing.
- 5.2 The obligations of the SUPPLIER under this Agreement shall also include Confidential Information acquired by the SUPPLIER prior to the date of signature of this Agreement.
- 5.2. Termination or expiration of this Confidentiality Agreement shall not release the SUPPLIER from its obligations regarding the protection of Confidential Information acquired before the termination or expiration date of this Agreement.

6. VARIOUS PROVISIONS

- 6.1.**The execution of this Confidentiality Agreement between the parties shall not: i) create any other commercial relationship between the COMPANY and the SUPPLIER; ii) obligate the COMPANY to enter into any contract or commercial relationship with the SUPPLIER; iii) be construed as a pre-contract or a promise to contract; iv) grant the SUPPLIER the right to request information from the COMPANY.
- 6.2.**No provision in this Agreement shall be construed as expressly or implicitly granting any rights to the COMPANY regarding any intellectual and/or industrial property rights. The services performed by the SUPPLIER (including design services) shall not grant the SUPPLIER any intellectual or industrial property rights or usage rights related to such services or the resulting products.
- 6.3.**The SUPPLIER acknowledges and declares that the COMPANY does not provide any warranty regarding the accuracy of the information provided to the SUPPLIER under this Agreement.
- 6.4.**Waivers not signed by the Parties and not in writing shall not be valid. The failure of either Party to exercise any rights or optional rights arising from this Confidentiality Agreement shall not be deemed a waiver of such rights or optional rights, nor shall it affect the validity of this Confidentiality Agreement in any way. The failure of any Party to exercise or enforce any provision, right, or optional right under this Agreement shall not prevent that Party from subsequently exercising or enforcing such provision, right, or optional right, or any other rights or optional rights arising from this Agreement.
- 6.5.**In case of any disputes between the Parties, the commercial books and records, electronic and online records and data of the COMPANY shall be conclusive and exclusive evidence. This provision constitutes an evidentiary contract as stipulated in Article 193 of the Turkish Code of Civil Procedure.
- 6.6.**The invalidity of any provision of this Confidentiality Agreement shall not affect the validity of the other provisions and the validity of the Confidentiality Agreement as a whole.
- 6.7.**This Confidentiality Agreement constitutes the entire agreement between the Parties on the matters contained herein, and it supersedes any previous oral or written agreements, commitments, or understandings regarding these matters.
- 6.8.**Any amendments to this Confidentiality Agreement shall be made only by the written agreement of the Parties.

7. COMPETENT COURT

Any disputes arising from the interpretation or execution of this Confidentiality Agreement shall be attempted to be resolved through mutual negotiations, and in case of failure, the Courts and Enforcement Offices of Bursa shall have jurisdiction over the resolution of disputes.

8. NOTIFICATIONS

The SUPPLIER acknowledges that all matters specified in this Agreement can be fulfilled and necessary notifications can be made to the address indicated at the beginning of the Agreement, which is considered as the legal domicile, and accepts that notifications made to this address shall be deemed as made to them. In the event of a change in the legal domicile of the SUPPLIER, they undertake to notify the COMPANY of the new domicile address in writing via registered mail within 15 (fifteen) days following the change. Otherwise, they agree that they will have no objection to notifications made to the initial domicile address, and even if the notification is returned undelivered, it shall still be deemed valid and made.

9. EFFECTIVENESS

This Confidentiality Agreement consists of 9 articles and was signed in duplicate on/...../..... and entered into force.

KUZUFLEX METAL SANAYİ
VE TİCARET A.Ş.

TEDARİKÇİ

Stamp:

Stamp:

Name:

Name:

Title:

Title:

Date:

Date: