

To the attention of:

[Representative's Name & Surname]

xx.08.2023

CONFIDENTIALITY UNDERTAKING

Dear Sirs:

In connection with your interest in working for Mecellem project ("Project") of New Mind Bilgi Yönetim Sistemleri Anonim Şirketi ("NM"), NM or its representatives shall furnish you with certain information relating to NM.

All such information (disclosed orally, in written form or by any other means) furnished at any time by NM and/or any of NM's shareholders, directors, officers, employees, representatives (including, without limitation, financial advisors, lawyers and accountants) or agents (collectively, "**NM Representatives**") to you or your shareholders, directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, lawyers and accountants) or agents (collectively, "**your Representatives**"), and all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of the information provided by NM or the Project which contain or reflect any such information is hereinafter referred to as the "**Information**".

The term Information will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by you or your Representatives or (ii) is or becomes available to you on a non-confidential basis from a source (other than NM) which you can demonstrate by written evidence is not prohibited from disclosing such information to you by a legal, contractual or any other obligation to NM or (iii) is widely used programming practices, open source tools or software's or algorithms or (iv) is information independently developed without the use of any of the provided Information or (v) is information rightfully in the possession of you prior to start of the Project.

You recognize the sensitivity of the Project and of the confidential nature of the Information. Accordingly, you hereby agree that:

1. You and your Representatives (i) will keep the Information confidential; (ii) will protect, process any and all personal data which may be included in the Information pursuant to the applicable law and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without NM's prior written consent, disclose any Information in any manner whatsoever, and (iii) will not use any Information other than in connection with the Project; provided, however, that you may reveal the Information only to your Representatives (a) who need to know the Information for the purpose of working for the Project and (b) who are informed by you of the confidential nature of the Information and (c) who agree to act in accordance with the terms of this confidentiality undertaking. You will cause your Representatives to strictly observe the terms of this confidentiality undertaking, and you will be responsible for any breach of this confidentiality undertaking by any of your Representatives.
2. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without NM's prior written consent, disclose to any person the fact that the Information exists or has been made available, that you are working for the Project or any other Project involving NM, or that discussions or negotiations are taking or have taken place concerning the Project or involving NM or any term, condition or other

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fact relating to the Project or such discussions or negotiations, including, without limitation, the status thereof.

3. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, you will notify NM, in writing, promptly so that NM may seek a protective order, action or other appropriate remedy or, in NM's sole discretion, waive compliance with the terms of this confidentiality undertaking. In the event that no such protective order, action or other remedy is obtained, or that NM does not waive compliance with the terms of this confidentiality undertaking, you will furnish only that portion of the Information which you are advised by counsel is legally required and will ensure that confidential treatment will be accorded to the Information.
4. If the Project does not proceed or if you cease to be involved in such Project, at any time upon request of NM or any of the NM Representatives, you will promptly, but not later than 7 days after NM's or the NM Representative's request, deliver to NM all copies of the written Information in your or your Representatives' possession and you will destroy all copies of analyses, compilations, excerpts, summaries, studies or other documents prepared by, or for you, for your own internal use, derived from or otherwise reflecting the Information, and you will certify such destruction in writing. Any oral Information will continue to be subject to the terms of this confidentiality undertaking.
5. You acknowledge that neither NM, nor any NM Representatives make any express or implied representation or warranty as to the accuracy or completeness of the Information, and you agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom.
6. You agree that all Information shall at all times remain the property of NM and that nothing contained in this confidentiality undertaking shall be construed as conferring to you or your Representatives any right of use in, or title to the Information other than expressly provided in this confidentiality undertaking, or granting any license under any patent or patent application, trade mark, service mark or copyright related to any Information disclosed pursuant to this confidentiality undertaking. The Information shall not be used or copied without NM's prior written consent, except as may be necessary for the purpose of working for the Project.
7. You agree that, except as otherwise expressly indicated herein, all (i) communications regarding the Project, (ii) requests for additional Information and (iii) discussions or questions regarding procedures with respect to the Project, will be only submitted or directed to NM.
8. You acknowledge and agree that NM is free to work with any other third party for the purposes of the Project, as NM, in its sole discretion, determines.
9. Without prejudice to any rights or remedies, including damages, that NM and the NM Representatives may have against you, you acknowledge and agree that damages may not be an adequate remedy for any breach by you or your Representatives of the provisions of this confidentiality undertaking and that NM and the NM Representatives shall be entitled to seek the remedies of injunction and specific performance (or their equivalent in any jurisdiction) for any threatened or actual breach of this confidentiality undertaking and that no proof of special damages shall be necessary for the enforcement of this remedy.
10. You agree that no failure or delay by NM and the NM Representatives in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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11. This confidentiality undertaking shall come into force at the date of your signature mentioned below and shall continue to be binding for an indefinite period of time.
12. This confidentiality undertaking will be governed by and construed in accordance with the laws of the Republic of Turkey excluding the conflict of laws principles. Any disputes between the parties which cannot be settled in an amicable manner shall be exclusively submitted to the jurisdiction of Istanbul Courts and Execution Offices.
13. This confidentiality undertaking contains the entire agreement between you and NM concerning the confidentiality of the Information, and no modifications of this confidentiality undertaking or waiver of the terms and conditions hereof will be binding upon you and NM, unless approved in writing by each of you and NM.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

NEW MIND BİLGİ YÖNETİM SİSTEMLERİ ANONİM ŞİRKETİ

By: _____
Name _____
Title _____

We hereby acknowledge and accept the terms of this confidentiality undertaking

Name: Disha Doshi
Title: Full Stack Developer
Date of signature: 25/03/2025

DishaDoshi