

Non-Disclosure Agreement

By and between

Epsan,

- hereinafter „**Epsan**” -

and

.....,

- hereinafter „**Recipient**” -

Preamble:

Epsan intends to disclose to the Recipient certain technical and commercial information, including confidential business secrets, in order to initiate a business relationship and/or within the scope of the business relationship between the parties.

For the protection of Epsan’s confidential information, the parties agree to the following:

1. Confidential Information

1.1 For the purpose of this agreement, „**Confidential Information**” shall mean

- all and any information, in whatever form, in particular but without limitation the prices, conditions, products and their specifications, recipes, production processes as well as any kind of intellectual property, that the Recipient obtains about Epsan or any company affiliated with Epsan directly or indirectly through a majority shareholding, and
- the existence and content of all negotiations between the parties and of the contracts and agreements made between the parties.

1.2 The following information is excluded from the Confidential Information:

- Any information that is already generally available or publicly known at the time of disclosure by Epsan to the Recipient.

- Any information that has become generally available or publicly known at a later date without breach of confidentiality by the Recipient.
- Any information that is made available to the Recipient by third parties without breach of a confidentiality obligation.

The Recipient bears the burden of proof for the applicability of one of the above exceptions.

2. Non-Disclosure

2.1 The Recipient undertakes to keep the Confidential Information strictly confidential and neither to disclose the Confidential Information in whole or in part to third parties nor to enable third parties to gain knowledge of the Confidential Information in any way. The Recipient further undertakes to use the Confidential Information exclusively for the purpose and within the scope of the business relationship with Epsan.

Companies affiliated with the Receiving Party directly or indirectly through a majority shareholding are not considered third parties in the meaning of this confidentiality obligation.

2.2 The Recipient undertakes and represents to Epsan that its employees and the members of any of its corporate boards who receive knowledge of Confidential Information are subject to non-disclosure in the same way as this agreement provides for the Recipient.

2.3 The Recipient may only pass on Confidential Information, for whatever reason, to any persons other than its employees and the members of any of its corporate boards with the prior written approval of Epsan. The preceding provision (clause 2.2) applies accordingly. Any breach of the confidentiality obligation by such person will be attributed to the Recipient as its own breach of duty.

3. Handling of Written and Electronic Documents

Any written or electronic documents containing Confidential Information may only be duplicated by the Recipient if and to the extent this is necessary for the purpose of consummating the contract or within the scope of due and customary data backup. The Recipient shall protect all documents containing Confidential Information against unauthorized access by third parties in an appropriate manner, but at

least with the same degree of care as it uses to protect its own business secrets.

Upon written request of the disclosing Party, the receiving Party shall immediately return to the disclosing Party or destroy all Confidential Information disclosed hereunder, except documents held by the receiving Party due to legal requirements.

All Confidential Information shall be and remain the sole property of the disclosing Party. It is expressly agreed that the receiving Party does not acquire (by license or otherwise, whether express or implied) any intellectual property or other rights under this Agreement or any disclosure hereunder or give the receiving Party any license including but not limited to use, sell, copy or further develop such Confidential Information.

4. Exceptions

The confidentiality obligation does not apply insofar as the Recipient is legally obliged to disclose any Confidential Information to public authorities or courts. Prior to such disclosure, however, the Recipient shall inform Epsan in writing (also by e-mail) of the disclosure request at its earliest convenience and shall support Epsan on request in any measures to protect the Confidential Information.

5. Penalty, Liability

- 5.1 The Recipient undertakes to pay a contractual penalty in the amount of EUR 100,000.00 to Epsan for each case of a culpable breach of the confidentiality obligation pursuant to this agreement.
- 5.2 Epsan reserves the right to claim damages from the Recipient for the breach of confidentiality. The penalty paid according to clause 5.1 will be credited to such damage claim.

6. Duration

This agreement shall remain valid for the duration of the negotiations/business relationship between the parties and a period of five (5) years following their termination.

7. Applicable Law, Venue

- 7.1 This agreement is subject to Turkish law.
- 7.2 Any dispute arising out of or in connection with this agreement and its validity shall be subject to the exclusive jurisdiction of the Courts and Execution offices of Bursa.

8. Miscellaneous

- 8.1 Any amendments to this agreement are only valid if made in writing by the Epsan authorized representatives. This shall also apply to a waiver of this written form requirement.
- 8.2 Should any provision of this agreement be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which reflects as closely as possible the purpose and intention of the original provision.
- 8.3 If this agreement contains an unintended loophole, it shall be filled by a provision that reflects the presumed intent of the parties at the time of signing this agreement
- 8.4 Any and all taxes, duties and other tax obligations that may arise hereunder shall be borne equally by the Parties in such manner as prescribed in the relevant legislation.
- 8.5 None of the Parties may assign or transfer any of its rights or obligations to third Parties unless a written acceptance is taken.
- 8.6 The Parties agree and undertake that their respective addresses set forth above are the notification addresses. Unless any change to the address is not served on the other Party in writing, any notice served on the above-mentioned addresses shall be considered to have been served on the respective Party.



This Agreement is executed and signed in two copies on .../.../.. and it is binding and valid for the Parties as of this date.

(place, date)

(place, date)

...[Name].....
Epsan

.....[Name].....
.....