

Mutual Non-Disclosure Agreement

By and between

Epsan,

and

.....,

- each of the above hereinafter referred to as „**Party**“ or both collectively as „**Parties**“ -

Preamble:

The Parties intend to disclose to each other 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 mutual protection of their 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 one Party (the „**Receiving Party**“) obtains from the other Party (the „**Disclosing Party**“) or any company affiliated with it 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 the Disclosing Party.
- Any information that has become generally available or publicly known at a later date without breach of confidentiality by the Receiving Party.

- Any information that is made available to the Receiving Party by third parties without breach of a confidentiality obligation.

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

2. Non-Disclosure

2.1 The Parties mutually undertake to keep the Confidential Information of each other 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 Receiving Party further undertakes to use the Confidential Information exclusively for the purpose and within the scope of the business relationship with the Disclosing Party.

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 Receiving Party undertakes and represents to the Disclosing Party 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 Receiving Party.

2.3 The Receiving Party 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 the Disclosing Party. The preceding provision (clause 2.2) applies accordingly. Any breach of the confidentiality obligation by such person will be attributed to the Receiving Party 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 Receiving Party 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 Receiving Party 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 Receiving Party is legally obliged to disclose any Confidential Information to public authorities or courts. Prior to such disclosure, however, the Receiving Party shall inform the Disclosing Party in writing (also by e-mail) of the disclosure request at its earliest convenience and shall support the Disclosing Party on request in any measures to protect the Confidential Information.

5. Penalty, Liability

- 5.1 The Receiving Party undertakes to pay a contractual penalty in the amount of EUR 100.000,00 to the Disclosing Party for each case of a culpable breach of the confidentiality obligation pursuant to this agreement.
- 5.2 The Disclosing Party reserves the right to claim damages from the Receiving Party 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 Parties' 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].....
.....