**OZTUĞ ENDÜSTRİ VE OTOMOTİV A.Ş. CONFIDENTIALITY AGREEMENT**

This agreement is between ÖZTUĞ Endüstri ve Otomotiv A.Ş. (hereinafter referred to as "ÖZTUĞ") at the address HOSAB 7. Cadde No:3 Nilüfer/BURSA and .................................................................................................................................... (hereinafter referred to as

(hereinafter referred to as the "Company"), the following articles have been agreed upon and signed. ÖZTUĞ and the Company will be referred to as the "Parties" hereinafter.

ÖZTUĞ has licensed in the Republic of Turkey, under the name and brand ÖZTUĞ Endüstri ve Otomotiv A.Ş., all rights to its proprietary systems for the production of automotive parts and other equipment.

**1. SUBJECT OF THE CONTRACT**

The subject of this contract is to ensure that all information (Trade Secrets) that ÖZTUĞ will provide to the Company directly or indirectly during negotiations, correspondence and company visits and whose general scope is given below and all kinds of documents and information marked as confidential or verbally stated to be confidential are kept confidential. The system consists of all of the following equipment registered under the ÖZTUĞ trademark.

- Technical Drawing and Drawings

- Technical and Commercial Documents

- Microfilm, CD, documents and cards prepared with all kinds of Information Technology

- Norms, Specifications and Specifications

- All computer printouts and reports containing technical and commercial information

- All technical and commercial information on materials, parts, complete parts, raw materials, products

- Samples / All technical and commercial information of the samples

- All technical and commercial information about molds, fixtures, jigs, tools/apparatus and machines

All of ÖZTUĞ's trade secrets provide economic advantages to ÖZTUĞ and are not known to and cannot be appropriately investigated by competitors who may derive economic value from the knowledge and use of ÖZTUĞ's trade secrets. All reasonable precautions have been taken and are intended to be taken in the future to maintain the confidentiality and privacy of ÖZTUĞ's Trade secrets.

In the commercial relations to be established between ÖZTUĞ and the Company, the Company; It has been agreed between the parties to take all kinds of measures for the security of the use, access and disclosure of the above-mentioned Trade Secrets of ÖZTUĞ and their importance.

Within the framework of the mutual commitments and obligations contained in this agreement, the parties have agreed on the following matters.

**2. DURATION OF THE CONTRACT:**

This contract is indefinite and the parties may be in any of the following stages in terms of commercial relationship.

a- Commercial relationship of indefinite duration b- Commercial relationship of indefinite duration c- Commercial relationship of definite duration d- Commercial relationship of indefinite duration during the bidding and evaluation phase

(The company has undertaken to comply with the provisions of the contract at any of these stages).

**3. RESPONSIBILITIES OF THE COMPANY :**a- The company shall keep all of the written technical information and trade secrets to be obtained from ÖZTUĞ in locked environments and the company has undertaken to protect them during the project.

b- The company has undertaken to take all security measures and control access to the information to be obtained from ÖZTUĞ while allowing the necessary personnel to access the information.

c- The company shall ensure that its personnel show the necessary care for the storage of confidential technical and commercial information and shall be responsible for all its personnel. The Company has undertaken that it will not disclose or allow the disclosure of ÖZTUĞ's Trade Secrets, except for the limited extent necessary to train its employees.

d- The Company accepts in advance that it has borrowed the written documents to be obtained from ÖZTUĞ and has undertaken to return all copies, including the original copies, so as to ensure that ÖZTUĞ does not have any copies when ÖZTUĞ requests them back for any reason.

e- The company has undertaken not to reproduce the written documents to be obtained from ÖZTUĞ and not to give them to third parties without the written permission of ÖZTUĞ unless otherwise stated.

f- The company may reproduce the written documents to be obtained from ÖZTUĞ in line with its own needs. However, after this reproduction process, it undertakes to ensure traceability and document management between its units against any disruptions that may arise due to changes to be made by ÖZTUĞ.

g- The company undertakes that it will not cause unfair competition within the framework of the information to be obtained from ÖZTUĞ and that all technical and commercial information will be under its own guarantee.

h- The company will use the information to be obtained from ÖZTUĞ within the framework of the permission to be given in writing. It undertakes not to apply any method in domestic and foreign markets in a way that will provide unfair gain to itself and not to use it for itself in other works.

i- The company undertakes that it will not supply materials, products, services and provide consultancy services to real and legal persons other than ÖZTUĞ with the information to be obtained from ÖZTUĞ.

j- If the Company provides the information to be obtained from ÖZTUĞ to 3rd parties with the written permission of ÖZTUĞ, it will be fully responsible for the security of the information; over all the issues specified here.

k- The company undertakes to be open to the inspections of ÖZTUG officials regarding document security.

**4. GENERAL PROVISIONS :**

The company agrees that ÖZTUG will suffer irreparable and legally irreparable damage in case of breach of this contract. Therefore, in the event of such a breach or threatened breach or attempt to breach any provision of this contract, ÖZTUG agrees that in addition to its other existing rights, including the right to enforce the provisions of this contract and to terminate the contract with the company, in accordance with the rules of law and equity, in addition to its other existing rights, it accepts that it is entitled to obtain a temporary and / or permanent injunction and a decision to enforce the provisions of this contract without having to show the existence of an actual damage or danger of damage. Furthermore;

a- In case the Company acts outside the provisions of this contract; ÖZTUG reserves the right to unilaterally cancel all contracts with the Company, including this contract.

b- In the event that the Company acts outside the provisions of this contract; ÖZTUG reserves the right to file a lawsuit for compensation for all material and moral damages it will suffer and may apply to legal proceedings.

c- ÖZTUĞ also reserves its patent and usage (documented and/or undocumented) rights in domestic and foreign markets for all its products and production information (know-how) within the scope of the information to be provided to the company.

**5. COMPETENT AUTHORITIES IN CASE OF DISPUTES :**

In case of any dispute, "BURSA Courts" and "Enforcement Offices" shall be authorized.

6. OTHER :

a- Stamp taxes arising from this contract shall be paid jointly by the parties in equal proportion.

b- There are a total of 6 Articles in this contract and it has entered into force as of the date signed by the parties.

c- In the event that the Company does not notify the address changes, all obligations arising from the notifications to be made to the addresses specified below will belong to the Company.

This contract has been issued in 2 copies on .....................

DATE : . . / . . / . . . .

ÖZTUĞ Endüstri ve Otomotiv A.Ş. COMPANY :

HOSAB 7th Street No:3 Nilüfer/BURSA

Tel : 0 224 411 22 00