

CONFIDENTIALITY AGREEMENT

1. Parties

- 1.1 Ege Endüstri ve Ticaret A.Ş. Kemalpaşa Caddesi No:280 35060 Pınarbaşı – İzmir – TÜRKİYE (EE and/or Discloser)
- 1.2
.....
(Supplier and /or Recipient)

2. Subject

This Agreement sets out the basis of that supplier will ensure confidentiality of all information disclosed by EE.

Information disclosed by EE – hereinafter referred as "confidential information" and/or "information" - includes but without limitation ; drawings, sketches, photographs, prototypes, models, computer software, ideas, design, know-how, formulae, processes, copyrights, inventions, techniques, new product details, business plans , commercial terms and such other matters as may reasonably be regarded as confidential by EE.

3. Confidentiality Obligations

- 3.1 The Supplier acknowledges that it will ensure that all informations received from EE shall be kept strictly confidential for the term as set forth in this agreement.
- 3.2 Confidential Information shall, in particular:
- a) Shall be treated as confidential, and in a manner no less restrictive than that applied to the Recipient's own commercially sensitive information;
 - b) be used for no purpose other than the progression of any relevant discussions [and any subsequent supply programme];
 - c) not be disclosed to any third party without prior written approval of the Discloser;
 - d) be disclosed only to such of the Recipient's employees whose position is such that there is a demonstrable and necessary requirement for the Confidential Information to be disclosed to them for the purposes of progressing any relevant discussions [and/or any subsequent supply programme] and, provided that the Recipient's employees are made fully aware of the obligation of confidentiality contained within this Agreement and are contractually bound to the Recipient to keep Confidential Information disclosed to them confidential.
- 3.3 The aforementioned obligations also applies to Confidential Information that has been disclosed to the Recipient prior to the signing of this Agreement.
- 3.4 The Supplier acknowledges that no disclosure of Confidential Information shall vest any interest or licence in such Confidential Information in the Recipient and that ownership of all rights in the Confidential Information shall remain vested in the Discloser.
4. **Affiliates**
- 4.1 The Supplier may disclose Confidential Information to its Affiliates provided always that the Supplier shall procure that any such Affiliate to which Confidential Information is disclosed under this Clause 2 shall keep the same confidential in accordance with the terms of this Agreement.
5. **Duration**
- The obligations of confidentiality contained in this Agreement shall in respect of any Confidential Information continue for a period of ten years after the date of disclosure of that Confidential Information and shall continue notwithstanding the expiry or termination of any other agreements between the parties.

6. Return of Information

Any Confidential Information disclosed shall be returned to EE on request, and any copies of such Confidential Information as well as electronic data containing such Confidential Information shall be destroyed or deleted by the Recipient, provided the destruction or deletion of any such information can be reached by using commercially reasonable efforts.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Turkey.

Signed for and on behalf ofDate..... by : Authorised
signatory