

This Non-Disclosure Agreement ("the Agreement") is entered into .../.../20.. ("Effective Date") by and between

FLEXATI Hortum ve Bağlantı Parçaları San. Tic. A.Ş., a legal entity duly organized under the laws of the Republic of Türkiye, having its registered office at Karamahmet Mahallesi, Avrupa Serbest Bölgesi, Adnan Arısoy Bulvarı No:4/1, 59930 Ergene / Tekirdağ, Türkiye, and registered with the Turkish Trade Registry.

hereinafter referred to as "Flexati Hose",

and

hereinafter referred to as "Company",

Flexati Hose and Company hereinafter referred to individually as a "Party" or jointly as the "Parties".

Subject of cooperation ("Purpose"):

In connection with discussions on the Purpose, the Parties will provide each other with information which the Parties regard as confidential.

For this reason, the Parties agree as follows:

1. Definitions

- 1.1** "Confidential Information" shall mean any and all written, electronic, visual or oral non-public information and data, such as technical or business data, documents, knowledge, know-how, samples, prototypes, software, test results or trade secrets disclosed by a Party in connection with the Purpose, which is identified at the time of disclosure as being confidential with an appropriate reference in accordance with the medium used or would reasonably be expected by the receiving Party to be confidential based on the nature of the information contained therein and the circumstances in which the materials are provided. Confidential Information includes all copies, summaries and results in connection with the Purpose as well as the information about the existence and contents of the discussions, negotiations or this Agreement between the Parties.

Confidential Information disclosed on a need to know principle by or to an Affiliated Company of a Party shall be deemed to be a disclosure by or to that Party and shall be covered by the terms of this Agreement.

1.2. "Affiliate Company" means any company which controls, is controlled by, or is under common control with a Party, where the term "control" means the direct or indirect ownership of more than 50 % of the total number of voting rights. Any such legal entity shall be deemed to be an Affiliated Company of a Party only so long as such control exists.

1.3. "Competitor" of a Party shall mean any legal entity currently designing and/or manufacturing and/or marketing, or being able to design or manufacture or market within a short period of time, products or services which may be deemed from a customer perspective to be substitutable to the products or services of the Party and/or its Affiliated Companies.

2. Non-Disclosure: Each Party agrees to treat all received Confidential Information of the disclosing Party as follows:

- a) to use it exclusively for the Purpose. In particular, unless otherwise agreed by the Parties in writing, the Parties will not use any received Confidential Information either directly or indirectly for its own products and/or products with third parties (irrespective of whether such products are already existing or need to be developed),
- b) not to make it accessible to third parties in any way or form without prior written permission of the disclosing Party,
- c) to make it accessible only to those of its employees or employees of its Affiliated Companies or to consultants acting on behalf of the Party and/or its Affiliated Companies who have a reasonable need to know such Confidential Information for the Purpose and who by reason of their contract of employment or by reason of any other written agreement are bound by a non-disclosure obligation or by ethical standards of their profession which are at least equivalent to this Agreement. However, a Party must not make any Confidential Information accessible to any of its Affiliated Companies or any employee of any Affiliated Company which is a Competitor of the other Party. Each Party is responsible to the other Party for any unauthorized transmittal, use and/or disclosure of Confidential Information by its Affiliated Company, by employees of its Affiliated Company or by its consultant,
- d) to treat it as confidential and to exercise the same degree of care as in respect of its own information of similar significance, however to exercise at least a degree of reasonable care,
- e) not to disassemble and/or decompile, decode, reproduce, redesign and/or reverse engineer any disclosed Confidential Information or any part of it.

3. Exceptions:

3.1 The obligations specified in Art. 2 of this Agreement do not apply to Confidential Information the receiving Party can prove by documentary evidence that such information

- a) prior to its release under this Agreement, was already legitimately known to the receiving Party without any duty of confidentiality,
 - b) is or was accessible to the public, whereby the receiving Party is not responsible for such accessibility. However, when Confidential Information consists in the confidential combination of several pieces of Confidential Information then the disclosure to the public of part(s) of such Confidential Information shall in no event and under no circumstances impact the confidential character of the other pieces of Confidential Information that have not been disclosed or of the Confidential Information as a whole,
 - c) is legally or without any obligation of confidentiality advised or released to the receiving Party by a third party, provided that the third party as far as the receiving Party is aware does not violate any obligation of confidentiality of its own in releasing such information,
 - d) has been developed independently by the receiving Party without recourse to Confidential Information or in accordance with the exceptions specified in this Art. 3 a) - c).
- 3.2.** The receiving Party may disclose Confidential Information which must be disclosed because of a binding official or court directive or imperative provision of the law. In such case the receiving Party will inform the disclosing Party in writing about such disclosure without undue delay and strictly limit the disclosure of the Confidential Information which is requested.
- 4. Notice of Unauthorized Use:** The receiving Party will notify the disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. The receiving Party will document such incidents in a detailed written notice, to enable the disclosing Party to take any reasonable and appropriate action to end such an incident as soon as possible and to minimize consequences.
- 5. No Obligation:** Nothing herein shall obligate either Party to disclose to the other Party any particular information. The Parties hereto shall not be obligated to compensate each other for exchanging any Confidential Information under this Agreement.
- 6. Exclusion of Rights:** The disclosing Party shall always be considered as being the sole owner or rightful holder of the Confidential Information it has disclosed to the receiving Party. Licenses or other rights of whatever nature, particularly the right to bear a name, and rights to patents, utility models and/or trademarks or other protected industrial rights, are not granted by this Agreement and no corresponding duty to grant such rights shall arise from this Agreement.
- 7. Own Development:** Nothing herein will prohibit either Party from developing products or having products developed for it that compete with the products or systems contemplated by this Agreement provided that the confidentiality obligations of this Agreement have not been breached. Nothing in this Agreement shall limit any Party in its business activities. No exclusivity of any kind is granted between the Parties.

- 8. No Warranty:** Confidential Information is provided “as is” with no warranty as to its accuracy or completeness as well as any use thereof.
- 9. Independence:** The Parties have entered into this Agreement solely as independent contractors and nothing contained herein shall be construed as giving rise to a joint venture, partnership or other form of business organization.
- 10. Relation to Subsequent Contracts:** The Parties are not obliged to conclude further contracts in respect of the Purpose. However, should a contract subsequently be concluded, this subsequent contract shall have priority over the Agreement, provided the subsequent contract includes equivalent provisions in respect of non-disclosure and unless the Parties have agreed otherwise.
- 11. No Waiver:** The failure of any Party hereto to enforce, at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and every such provision.
- 12. Term:** This Agreement shall become effective as of the Effective Date and shall apply for a period of 5 (five) years. The obligations arising out of this Agreement concerning the Confidential Information received up to the end of the contractual term shall remain in full force and effect for each of the Parties and its Affiliated Companies and their consultants for a further period of 5 (five) years from the date of termination of this Agreement.
- 13. Return:** The disclosing Party can require in written from the receiving Party to return, erase or destroy in full, Confidential Information in hard copy and/or electronic form, including all copies and any samples which had been supplied. The receiving Party shall undertake the return, erasure or destruction within 30 (thirty) days of receipt of the request and shall confirm this in writing.

The aforementioned obligation to return, erase or destroy shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party, its Affiliated Companies or its consultants according to provisions of mandatory law, provided that such Confidential Information or copies shall be subject to confidentiality obligations according to the terms and conditions set forth herein until returned and/or destroyed.
- 14. No Assignment:** Neither this Agreement nor any rights or obligations may be assigned by a Party, including by merger (whether that party is the surviving or disappearing entity), dissolution or liquidation proceedings, without the prior written consent of the other Party.
- 15. Applicable Law:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Republic of Türkiye, without reference to its conflict of law provisions.

- 16. Settlement of Disputes:** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Tekirdağ Courts and Enforcement Offices. The governing law designated in Article 15 shall apply to the dispute.
- 17. Export:** The Parties will comply with all applicable export and import control laws and regulations.
- 18. Invalidity of a Provision:** The invalidity or unenforceability of any provision of this Agreement in whole or in part shall in no way affect the validity of the remainder of this Agreement. The Parties shall agree to substitute such invalid or unenforceable provision by a valid and enforceable new provision which shall most closely achieve the purpose of the invalid or unenforceable provision.
- 19. Written Form:** No amendments, supplements and modifications to this Agreement, including amendments of this clause, shall become legally effective unless they are made in writing and signed by the duly authorized representatives of the Parties.
- 20. Counterparts:** The Parties acknowledge and agree that the counterpart of this Agreement can be delivered by facsimile, photocopying, scanned or electronic copy of the final and handwritten signed version of the Agreement. These counterparts shall be deemed to be an original, and consequently will be fully applicable as permitted by the relevant applicable law.
- 21. Correspondence:** The persons responsible for receiving and keeping the Confidential Information are:

For Flexati Hose:

For Company:

Flexati Hortum ve Bağlantı Parçaları San. Tic. A.Ş

Any change of responsible persons shall be notified in writing to the other Party.

In witness whereof, the Parties enter into this Agreement to be executed by their duly authorized representatives.

Flexati Hortum ve Bağlantı Parçaları San. Tic. A.Ş.		Company	
By:		By:	
Title:		Title:	
Signature:		Signature:	