

## CONFIDENTIALITY AGREEMENT

**Nesta** may provide access to information (in printed and/or electronic format) related to its past, current or future research, development activities, commercial activities, products, services and technical information (hereinafter all such information will be considered "Confidential Information") during the provision of its services. Regarding "Confidential Information", the provisions in the following paragraphs apply.

- **All kinds of information and technical drawings with technical, strategic or other characteristics, including the information obtained by the Parties about each other, including the information they have learned about their activities under this Agreement through their personnel or in any way, including but not limited to the above-mentioned, are trade secrets and "Confidential Information".** The Parties accept, declare and undertake not to share or use such information with third parties without the written permission of the **other** Party, but **information that has become public without the fault or fault of any of the Parties; information that is required to be disclosed in accordance with the legislation in force, a court decision, a public institution decision or instruction is not within the scope of "Confidential Information" defined above.**
- **Each party** declares, accepts and undertakes in advance that it will protect, not copy and make available to others the "Confidential Information" within the scope of this Agreement, that it will disclose it to its employees to the extent necessary for the proper operation of the business, and that it will not use or allow it to be used outside of its own activities and activities, and that it will not allow it to be used, at their own responsibility.
- **The Parties** shall take all necessary measures and take action to ensure that all these obligations are fully complied with by their own personnel or by the enterprises, companies and persons affiliated to them in any capacity. Confidentiality obligations shall remain in force indefinitely, without being limited to the term of this Agreement and regardless of the reason for which the Agreement is terminated. In case of non-compliance with the confidentiality obligation, **the Parties** declare, accept and undertake to compensate each other for all direct and indirect damages and losses that may be incurred by each other for this reason, without prejudice to the other provisions of the Agreement.
- With the acceptance of the contract, **all kinds of private information and documents** to be transmitted **to the parties** or obtained by the parties must remain confidential. **The parties are** obliged to protect this information, documents, technical data, reports and all documents as "Trade Secrets". **Except for use in the services to be offered**, it cannot be reproduced, transferred to third parties or shared without the written permission **of NESTA.** It cannot be disclosed to the public verbally or in writing in a way that harms the interests of NESTA. Otherwise, with this contract, **the parties confirm and accept that they will pay a penalty** of 1,000,000 TL (One Million Turkish Liras), without prejudice to

their right to compensation for all material and moral damages. The terms in this section apply at all times, notwithstanding the termination of this agreement.