



NON-DISCLOSURE AGREEMENT (NDA)

Between **Company Name** : VLE Elektronik Otomotiv San. ve Tic.A.Ş

Company Address : TOSB Otomotiv Yan Sanayi İhtisas Org.
San. Böl. 2. Cadde
No:12 41420 Çayırova / KOCAELİ

A company organized and existing under the laws of Turkey

Register Number : 1570509966

Hereafter referred to as

“VLE Elektronik”

and **Company Name** :

Company Address :
.....
.....

A company organized and existing under the laws of

Register Number :

Hereafter referred to as

“VLE Elektronik” and “...” collectively referred as the “Parties”



1. Definition of Confidential Information

- 1.1 “Confidential Information” means all information whatever nature (including but not limited to proprietary or financial, technical, commercial, know-how) in whatever form and by whatever means (including in verbal, written, visual, tangible or electronic form or telecommunications or computer process).
- 1.2 Know-how could be for the purposes such as; inventions, data, tools, prototypes, drawings, specifications, testing results and all other ideas, concepts and services of **both parties’** own technology whether in schematic form (including but not limited to drawings, other graphic designs, magnetic and other data carriers, working instructions and testing instructions) or own ideas, concepts or services of one party or of the third Parties.
- 1.3 All information disclosed by **both parties** (hereafter referred as “Confidential Information”) is confidential without requiring any other explanation or conditions.

2. Non-Disclosure and Use of the Confidential Information

- 2.1 The “**Recipient Party**” shall undertake not to disclose the Confidential Information to any other third party without the prior written consent of “**Disclosing Party**”.
- 2.2 Each Party shall undertake to use the Confidential Information only for the purpose of the Project and not to use it in any other way.
- 2.3 The “**Recipient Party**” may disclose Confidential Information hereunder to those of its employees and subcontractor and related entities who have a need to access the Confidential Information to further the proposes of this agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement with terms no less restrictive than this agreement. The employees shall continue to fulfill the obligation after end of the legal relationship with the Parties.
- 2.4 Each Party and authorized employees shall agree to protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care.
- 2.5 If the “**Recipient Party**” is bound by law or by a court to disclose Confidential Information, it shall give prompt notice of such requirement to “**Disclosing Party**” by every appropriate means (including by fax or e-mail) in order to give the opportunity to “**Disclosing Party**” to seek, when possible, appropriate remedy before such disclosure.



2.6 The above obligations of the agreement do not apply to the Parties;

- Uses the Confidential Information exclusively if there is a separate agreement made in order to conclude the Project.
- Confidential Information which is or becomes the part of the public domain through no fault of the **“Recipient Party”**.
- Confidential Information which is received by the **“Recipient Party”** from the third parties through legal channels.
- Confidential Information which is already received or known and not used by the **“Recipient Party”** independently from **“Disclosing Party”**, at the time of conclusion of this agreement. This exception shall only apply, if **“Recipient Party”** immediately objects to its confidentiality obligation on the disclosure of the Confidential Information by **“Disclosing Party”**.
- **Recipient Party** legitimately receives from a third Party who has received it neither directly nor indirectly from the other Party.

3. Documents

Except as otherwise agreed in writing between **“Disclosing Party”** and the **“Recipient Party”**, upon either the request of either of **“Disclosing Party”** or upon the completion of the involvement in the Project of the Recipient, the Recipient shall immediately return to **“Disclosing Party”** all the Information disclosed to it, together with all copies, extracts, analysis, compilations, studies, projections or other documents prepared or made using or containing the Confidential Information by or on behalf of the **“Recipient Party”** and the **“Recipient Party”** shall expunge all Information from any computer or other electronic or magnetic data storage device containing such Information.

4. Terms of the Agreement

This Confidentially Agreement is valid for five (5) years from the date of signing of Each Party.

Each Party shall be entitled to terminate this agreement in writing on six (6) months' before the end of the contract term. The confidentiality obligation shall continue for a period of three (3) years from the termination of the Confidentially Agreement.



5. Intellectual Property Rights

Nothing in this agreement is intended to grant any licenses or other rights, in particular to name rights, as well as rights to patents, registered designs and/or trademarks as well as other industrial property rights, nor shall this agreement include an obligation to grant such rights. The Parties expressly declare that they will not apply for own patent or other property rights themselves.

6. Miscellaneous Provisions

6.1 Any change in Confidentially Agreement shall be made in written form.

6.2 Any provision of this agreement held to be invalid, illegal or unenforceable by the jurisdiction under applicable law, shall not effect validity, legality or enforceability of the remaining provisions hereof. The Parties shall endeavor in good faith negotiations to replace this provision with a valid, legal and enforceable provision with an economic effect as close as possible. The foregoing shall apply mutatis mutandis if the provisions of this agreement contain omissions.

6.3 In light of the International nature of the Project, this agreement shall be governed by and construed in accordance with the Laws of Turkey. Any dispute between the parties relating to the Interpretation, carrying out of obligations, breach, termination, or enforcement of this Agreement or which in any way arises out of or is connected with this Agreement shall be referred for resolution exclusively to the courts of Turkey and the Recipient agrees to submit the jurisdiction of these Courts.

7. Transferability

None of the Parties may transfer this agreement or individual rights or obligations contained in this agreement to third parties without the written consent of the other Party.

8. Independence

This Agreement does not constitute a joint venture, partnership or working group. The Parties remain independent and are not entitled to represent the other Party or to bind it to contracts.

9. Affiliated Companies

If a Party wants to make Confidential Information available to an affiliated company, it undertakes likewise to impose a corresponding non-disclosure obligation on the affiliated company. The disclosing Party warrants that its affiliated companies will comply with the provisions of this agreement if Confidential Information is disclosed to them.



Place / Date : Istanbul /

Place / Date : /

Company Name : VLE Elektronik Otomotiv
San. Ve tic. A.Ş

Company Name :
.....

Name : Erol Saltık

Name :

Title : Technical Plant Manager

Title :