Please download the draft NDA, fill and sign in your computer then convert to PDF to upload. Do not make any change in this document!

NON-DISCLOSURE AGREEMENT

This agreement is made on the date of the last signature below.

Between

- **SUNMAN EXPORT** a company incorporated in **TURKEY** with registered number **54679075722** whose registered address is **Altaycesme Mahallesi Kentli Sokak No:12B D:1 Maltepe Istanbul**. (the **Disclosing Party**); and
- **……** a company incorporated in **……..** with a registered number **……..** whose registered address is **……** **……**(the **Receiving Party**) (together with the "Parties").

Meanings

- These words and phrases have defined meanings:

Agreement	this confidentiality agreement and any amendments;
Confidential Information	any information disclosed by or on behalf of the Disclosing Party to the Receiving Party during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) all Intellectual Property Rights of the Disclosing Party and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above;
Effective Date	……;
Intellectual Property Rights	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights in know-how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future exist;
Permitted Purpose	For the purposes of getting a price quote for the manufacturing, selling of the items and designs;

Term	1 Years;
Working Day	any day other than a Saturday, Sunday, or bank holidays

- Unless the context requires a different interpretation:
  - the singular includes the plural and vice versa;
  - references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
  - a reference to a person includes firms, companies, government entities, trusts, and partnerships;
  - the term 'including' does not exclude anything not listed;
  - "including" is understood to mean "including without limitation";
  - reference to any statutory provision includes any modification or amendment of it;
  - the headings and sub-headings do not form part of this Agreement.

Obligations in relation to Confidential Information

- In consideration of the disclosure to it of Confidential Information by the Disclosing Party, the Receiving Party undertakes that it will:
  - keep all Confidential Information strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent;
  - not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party; and
  - use a reasonable degree of care to protect Confidential Information.

Permitted disclosures

- The Receiving Party may disclose Confidential Information to the following (each a "**Permitted Disclosure**"):
  - the Receiving Party's employees;
  - the Receiving Party's professional advisers;
  - the Receiving Party's agents and sub-contractors;

  but only if the Permitted Disclosure (i) needs to access the Confidential Information for the performance of its work in relation to the Permitted Purpose and (ii) is bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information which it receives.

Ownership of Confidential Information

- The Confidential Information (including any Intellectual Property) remains the property of the Disclosing Party. The disclosure of the Confidential Information does not give the Receiving Party any rights of ownership in the Confidential Information.

Exceptions to non-disclosure and confidentiality

- The obligations of confidentiality set out in this Agreement do not apply to any information which:
  - is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party and is not subject to any obligation of confidentiality;
  - is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
  - is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
  - is approved for disclosure in writing by the Disclosing Party;
  - must be disclosed by law or the rules of any court or other body of competent jurisdiction, any governmental or regulatory body, or any recognized investment exchange.

Term and return of Confidential Information

- This Agreement comes into force on the Effective Date and continues in force until the third anniversary of this Agreement unless terminated earlier at any time by either Party giving written notice of termination to the other.
- On termination of this Agreement or on-demand by the Disclosing Party, the Receiving Party must immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

Remedies

- Both Parties acknowledge that damages alone are not an adequate remedy for any breach of this Agreement by the Receiving Party.
- The Disclosing Party is entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the Receiving Party (actual or threatened), without prejudice to any other rights and remedies available at any time.

Limitation of liability

- Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- Subject to the above, the Disclosing Party (including its employees, officers, agents, subsidiaries, or any other associated third parties associated) does not accept responsibility or liability for the Confidential Information. The Disclosing Party makes no representation or warranty, express or implied, that the Confidential Information disclosed is accurate or complete.

Circumstances beyond the control of the parties

- A Party to this Agreement is not liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

Entire Agreement

- This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements, or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General

- No Party may assign, transfer, sub-contract, or in any other manner makeover to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.
- No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.
- The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third party has any right to enforce or rely on any provision of this Agreement.
- Unless otherwise agreed, no delay, act, or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- Provisions that by their intent or terms are meant to survive the termination of this Agreement, will do so.
- If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.
- Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first-class post to, or left by hand delivery, at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.
- Notices:
    - sent by post will be deemed to have been received, where posted from and to addresses in Turkey, on the second Working Day and where posted from or to addresses outside Turkey, on the tenth Working Day following the date of posting;
    - delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
    - sent by email will be deemed to have been received on the Next Working Day after sending.

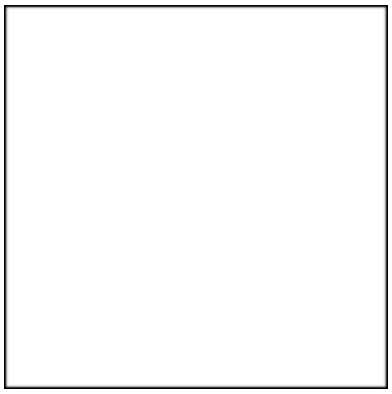
This clause does not apply to the service of proceedings or other documents in legal action.

Governing law and jurisdiction

- This Agreement shall be governed by and interpreted according to the law of Turkey - Istanbul all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of Istanbul Anadolu courts.

The parties have signed this Agreement on the day(s) and year set out below:

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_____ _____

……..……for and on behalf of ……**……..**…….



_E-SIGNED_____ _____

Sertac Sunman for and on behalf of **[Sunman Export]**