

This Confidentiality Agreement (hereinafter briefly referred to as the «Agreement») was made on [signature date of the agreement] by and between [Enter full name of MFI group company], domiciled at 15 Temmuz Mah. Bahar Cd. Polat İş Merkezi Sit. C Blok Apt. No: 6/2/21 Bağcılar, İstanbul, as the one party (hereinafter briefly referred to as «Martur Fompak International Fompak International») and [Enter full name of business partner] domiciled at [Enter business partner's registered address], represented by the _____, acting on the basis of _____, as the other party (hereinafter briefly referred to as the «Business Partner»).

Each Party disclosing its Confidential Information to the other Party will be referred to as the «Disclosing Party» and the Party who receives the Confidential Information of the other Party will be referred to as the «Receiving Party».

Throughout this Agreement the Receiving Party and the Receiving Party's Personnel shall be individually or collectively referred to as the Receiving Party whereas Disclosing Party and the Receiving Party shall be individually referred to as the «Party» and collectively as the «Parties».

PREAMBLE:

Martur Fompak International is engaged in the design, manufacture, assembly and (or) supply of automotive seats and interiors.

The Business Partner is engaged in [line of business].

Martur Fompak International wishes that Business Partner carries out the following services / performs the following works for Martur Fompak International under the relevant contract – _____ (hereinafter briefly referred to as «the Contract»).

Accordingly, either Party may disclose to the other Party such non-public information which is entirely confidential in nature and considered as trade secrets in connection with the Contract performance in order for the Receiving Party to meet its obligations under the Contract.

Disclosing Party represents that it has the right to freely make the disclosures under this Agreement.

Thus, the Parties have agreed as follows in connection with such information which has been and is to be provided by the Disclosing Party to the Receiving Party.

1- DEFINITIONS:

Confidential Information: means (including without limitation) drawings, images, sketches, models, ideas, procedures, engineering proposals, samples of parts, moulds, samples, preliminary drawings, lists of spare parts, engineering data, parts data, product and production data /programs, CAD Data, plans, designs, specifications, measurements, formulas, research results, codes, passwords, correspondences, reconciliations, projections, product and product recycling plans, business plans, projects, marketing programs, applications, software and application codes, security settings, passwords and all kinds of a similar business or technical information which is disclosed by the Disclosing Party to the Receiving Party in written or

printed form or verbally, visually and (or) on electronic, magnetic, mechanical, etc. data storage and (or) transfer tools, equipment and devices and which, by their nature, are «confidential». Furthermore, to the extent it is related with the Contract performance, this information shall be deemed confidential information even when it is not provided directly by the Disclosing Party to the Receiving Party.

Any failure by the Party to mark any Confidential Information as confidential shall not affect its status as part of the Confidential Information under this Agreement.

Any analyses, notes, documents or other made by the Receiving Party containing Confidential Information shall also be considered as Confidential Information on the discloser.

Any information, including without limitation products and (or) other items, which is provided by the Disclosing Party to the Receiving Party for observation, examination and (or) tests shall be considered as Confidential Information. The Receiving Party shall undertake to observe, to examine, to dismantle or to test such information (“reverse engineering”) only to the extent necessary for the purposes of the Project. Any knowledge obtained by “reverse engineering” shall be considered as Confidential Information. The Receiving Party shall agree that any information obtained by “reverse engineering” shall remain the property of the Disclosing Party.

No disclosure under this Agreement shall be considered an offer to sell or a public disclosure; all patent rights are expressly preserved.

Information shall not be considered as Confidential Information when the Receiving Party demonstrates that such Confidential Information:

- a) is on the Effective Date or comes thereafter into the public domain legally, through no breach of this agreement by the Receiving Party, save that Confidential Information is not or does not come within the public domain merely because features of the confidential information may be found separately or within a general disclosure in the public Domain even if such features are known to the public; or
- b) was already known by the Receiving Party before its disclosure by the discloser; or
- c) has been developed by the Receiving Party independently from its access to Confidential Information; or
- d) has been legally obtained by the Receiving Party from the third party not subject to a confidentiality obligation with the Discloser, in circumstances legally permitting its use.
- e) any information which the Disclosing Party provides to a third person without imposing any limitation on confidentiality, or
- f) Any information which the Disclosing Party consents in writing to be excluded from the confidentiality obligations in this Agreement.
- g) Any information which is freely developed by such employees of the Receiving Party who have not been granted access to or provided with the Confidential Information as independently from the Confidential Information provided to the Receiving Party under this Agreement.

The fact that any particular information which is excluded from the confidentiality obligation above is included within any Confidential Information which the said exclusions shall not apply shall not result in the entirety of the said Confidential Information to be covered under

the exclusions. Likewise, any Confidential Information which consists of miscellaneous information shall not be considered to be excluded from the confidentiality obligation due to the fact that a part of the individual pieces of information which make up the whole are subject to the exclusions listed above.

Reasonable Care: means the same standard of care which the Receiving Party uses for such information of its own which is «CONFIDENTIAL» in nature (which in no case shall be less than such reasonable care which a prudent merchant is expected to use).

Personnel: means such employees whom the Receiving Party has assigned to the Contract performance and (or) who have the opportunity to have access to the Confidential Information.

Subcontractor: means, including without limitation, persons and entities such as subcontractors, manufacturers, consultants, experts, etc. with whom the Receiving Party is engaged in any kind of business relationship in connection with the Contract performance.

Affiliate: means any entity, currently existing or yet to be created (i) controlled directly or indirectly by the Party or (ii) of which the Party and (or) one or more Subsidiaries of the Party control at least 50% of the capital. Competitors of the other Party, however, are not deemed to be Affiliates and shall be treated as a third party under the terms of this Agreement.

Control: means possessing more than fifty percent (50%) of the shares in the Party's charter capital and (or) the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors or similar representatives of such entity.

2- RIGHTS AND OBLIGATIONS:

2.1. The Receiving Party acknowledge and agree that the secrecy and the confidentiality of confidential information received from the Disclosing party under this agreement will be maintained.

2.2. The Receiving Party shall use the Confidential Information solely within the scope of negotiations and potential relationships contemplated under this Agreement.

2.3. The Receiving Party shall keep the Contract and any Confidential Information which comes into its possession confidential during this Agreement and for a period of five (5) years following the termination or expiry of this Agreement and shall not disclose the same to third persons in any manner whatsoever. The Receiving Party shall adopt all kinds of measures to ensure that the confidentiality of the Confidential Information is protected on an absolute basis.

2.4. The Receiving Party shall disclose the Confidential Information to such of its Personnel who shall take part in the works to be carried out under this Agreement subject to limitations and to the extent such information is required by such Personnel for business purposes and shall be responsible for procuring that such Personnel to whom the Confidential Information is to be disclosed abide with the confidentiality obligation.

The Receiving Party shall inform the Personnel who shall have access to the Confidential Information about the confidential nature of the Confidential Information and the obligations

of The Receiving Party under this Agreement in advance. The Receiving Party shall take all kinds of measures to procure that the Affiliates, the Personnel and the Subcontractor abide with the confidentiality obligation.

2.5. The Receiving Party, its Affiliates, its Subcontractor and Personnel shall use the Confidential Information only for the purposes set forth in this Agreement in connection with such works to be carried out under the Contract. The Receiving Party shall not use the Confidential Information for any purpose other than the said purposes. Unless approved by the Disclosing Party in writing, the Receiving Party shall not disclose this Agreement, the Contract, any negotiations conducted between the Parties in connection with the Contract performance to the media or third persons in any manner whatsoever nor shall make any statements confirming the existence of these matters. Any and all statements which may be made on the subject shall be subject to the mutual agreement reached between the Parties as to the time, content and medium of such statements.

2.6. All Confidential Information related with the Contract which is disclosed by the Disclosing Party to the Receiving Party and (or) which is obtained by the Receiving Party in any manner under this Agreement shall remain the property of the Disclosing Party and shall continue to be for the rightful use of the Disclosing Party under the contractual relationship. The Receiving Party shall not claim any rights on and to the Confidential Information and any other products or information which are created or produced based on the Confidential Information nor shall attempt to register the same. Any intellectual and industrial property rights arising of such products and information shall also be vested in the Disclosing Party.

2.7. Nothing in this Agreement shall be construed as granting any rights, licenses, permits or authority in and to the intellectual and industrial property rights and other commercial rights which the Disclosing Party owns or may own in connection with the Confidential Information. The Receiving Party shall not violate the rights of the Disclosing Party on and to the Confidential Information and shall use Reasonable Care necessary for the protection of these rights.

2.8. During the Term of this Agreement and at all times after the termination or expiration of this Agreement, a party shall not make any media release or other public announcement relating to or referring to this Agreement or the Purpose without the other party's prior written consent.

Neither party shall acquire a right to use, and shall not use, without the other party's prior written consent, the other party's names, trade names, trademarks, service marks, or copyrighted materials in any manner other than as expressly authorized by the other party in writing.

2.9. No Warranties, Representations or Liability. All Confidential Information is provided by Martur Fompok International «AS IS» without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for a particular purpose, or any other warranty, express or implied. Martur Fompok International shall not be liable to the Business Partner for any damages, loss, expense or claim of loss arising from the Business Partner use of or reliance on the Confidential Information of the other.

3- OBLIGATION TO RETURN:

The Receiving Party and its Personnel shall return to the Disclosing Party forthwith the originals, copies and summaries of such Confidential Information disclosed in writing, all transcripts and notes of such Confidential Information disclosed verbally whereas all copies of the Confidential Information stored electronically and, accordingly, all documents containing the recorded forms of the Confidential Information upon the written request of the Disclosing Party (and in any case within 7 days the latest) and (or) destroy or delete the same from records upon the written instructions of the Disclosing Party and shall deliver to the Disclosing Party a statement signed by its authorized persons certifying that these transactions have been completed.

Notwithstanding the foregoing, the Receiving Party may retain that portion of the Confidential Information which needs to be kept for legal or regulatory constraints or the enforcement of the Receiving Party's rights under this Agreement before a court or other authority having jurisdiction.

4- BREACH OF THE AGREEMENT:

4.1. Without being limited any use of the Confidential Information by the Receiving Party, the Affiliates, the Subcontractor or the Personnel personally, regardless of whether the purpose of such use is to derive any personal benefits or not, or the disclosure of the same to third persons shall be considered a breach of this Agreement even if such disclosure did not result in any losses or damages for that particular moment.

4.2. The Receiving Party shall indemnify all kinds of losses which the Disclosing Party directly or indirectly sustains or may sustain in the future due to breach of this Agreement through any acts of the Receiving Party personally or any acts of its Affiliates, its Subcontractor or Personnel.

Each Party acknowledges that an award of money damages may be inadequate to protect the Disclosing Party against a breach of this Agreement by the Receiving Party and that any such breach may result in irreparable injury to the Disclosing Party. The Parties agree that in the event of a breach or threatened breach of the terms of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief to prevent such breach in a court of competent jurisdiction. Such relief shall be in addition to and not in lieu of any and all other remedies available to the Disclosing Party.

4.3. The Receiving Party accepts that upon breach of this Agreement the Disclosing Party shall be entitled to obtain a cautionary judgment and (or) a judgment for specific performance without being obliged to prove the existence of damages. These are not the sole remedies which may be had in case of a breach but are cumulative and in addition to any other remedies which the Disclosing Party may have.

4.4. The Receiving Party shall use such care as is necessary to protect the confidentiality of Confidential Information during the performance of the agreement and accordingly protect the intellectual, industrial and commercial rights as well as product, quality and competitive advantages which the Disclosing Party has in the automotive industry at home and abroad.

4.5. In case of breach of the Agreement the Disclosing Party, by reserving its rights to recover any losses it may sustain, shall adopt all kinds of legal measures without being subject to any restrictions as to the applicable law of any specific country or jurisdiction including without limitation determination of breach, obtaining cautionary judgment to stop the breach, reversal of such act committed by the Receiving Party, its Affiliates, its Subcontractor or Personnel which constitutes a breach of the Agreement.

5- LEGALLY REQUIRED DISCLOSURE:

If the Receiving Party is legally required to disclose the Confidential Information, it shall notify the Disclosing Party forthwith and in writing in a manner to allow the Disclosing Party to obtain an injunction from the court or resort to other legal means and (or) waive its obligation to comply with the provisions of this Agreement. Upon failure to obtain such an injunction or have resort to other legal means or upon waiver by the Disclosing Party of its obligation to comply with the provisions of this Agreement the Receiving Party shall disclose the Confidential Information only to the extent which is legally required and use reasonable efforts to ensure the continued confidentiality of such Confidential Information which has been disclosed.

6- TERM OF THE AGREEMENT:

The Effective Date of this Agreement shall be the date written above. In the event that no date is provided above, the Agreement shall become effective upon the latest date of signature of the parties.

This Agreement shall remain in effect for as long as the business relationship between the Parties continues and, in any case, shall expire five (5) years after the relationship between the Parties is terminated. Provided that, subject to the principles of good faith, the Receiving Party shall continue to abide with the confidentiality obligation even after the expiry of this term. The Disclosing Party shall be entitled to extend the said term unilaterally in the existence of valid grounds for such extension as may be necessary.

7- AUDIT:

Subject to the prior written consent of the Receiving Party the Disclosing Party shall be entitled to conduct the Receiving Party audits during ordinary working hours in order to check whether the confidentiality of the Confidential Information is maintained under this Agreement.

8- NON-WAIVERS:

Unless expressly stated otherwise in this Agreement, failure to use, either in part or in whole, the rights and powers arising out of the Agreement, delayed use of the same or failure to claim that any provision of this Agreement has been violated or failure to exercise the right to terminate for just cause as indicated or any waiver from exercise of such right to terminate shall not be construed as a waiver by the related party from claiming its rights arising out of the Agreement for any subsequent violations nor shall affect the validity of the breached provision in any manner.

9- ASSIGNMENT:

9.1. The Receiving Party may not transfer or assign this Agreement or its rights and obligations arising out of the Agreement to third parties without the written consent of the Disclosing Party.

9.2. Where the services of a Subcontractor is employed with the written consent of the Disclosing Party no Confidential Information may be disclosed to the Subcontractors unless they sign a contract that contains commitments same as the ones contained in this Agreement.

9.3. The Receiving Party shall act according to the provisions of this Agreement also in relation with such Confidential Information to be disclosed to the Subcontractors and shall be responsible for ensuring that the Subcontractors abide with the provisions of this Agreement.

10- NOTIFICATIONS:

10.1. All notifications in connection with the Agreement shall be made to such addresses of the Parties indicated in the preamble of the Agreement.

10.2. In the event the Parties wish to change their addresses for notifications they shall inform the other Party of such change reasonably in advance via a notary or by certified mail.

10.3. Notifications are deemed valid if they are sent through one of the legal notification channels. Warnings and (or) notices shall become effective from the date they are considered to be validly served.

11- PROCESSING OF PERSONAL DATA AND PROTECTION OF PRIVACY:

11.1. Pursuant to and for the purposes of Regulation (EU) 2016/679, the "GDPR", and other relevant applicable regulations of Personal Data and Protection of Privacy the Parties, as above identified, named and domiciled, hereby agree that this Agreement does not constitute a relationship of joint controllers within the meaning of Article 26 of Regulation (EU) 2016/679 (but a relationship that can also be defined as autonomous).

The Parties further declare to each other that they are informed (and, to the extent necessary, expressly by signing this Agreement, consent) that the "personal data" provided for the pre-contractual activity or otherwise collected as a consequence of and during the execution of this Agreement, will be processed exclusively for the purposes of this Agreement, through consultation, processing, interconnection, comparison with other data and (or) any other manual and (or) automated processing and also through communication to public subjects, when they request it for the pursuit of their own institutional purposes, as well as to private subjects, when the purpose of the request is compatible with the institutional purposes of the Parties and for the purposes of execution of the Agreement, each aware that failure to provide may result in the failure to perform or partial execution of the same. Data subjects are entitled to the rights set forth in current legislation and in particular the right to access their personal data, to request its rectification, updating and cancellation, if incomplete, incorrect or collected in violation of the law, to object its processing for legitimate reasons, to limit the processing itself and where applicable the right to portability of data.

12- MISCELLANEOUS PROVISIONS:

12.1. If any provision of this Agreement is held to be illegal and (or) unenforceable, the Disclosing Party shall substitute these provisions with similar, enforceable and (or) legal provisions fit for the purpose of the Agreement and the integrity of this Agreement shall

remain intact. In any case, such kind of illegality or unenforceability shall not affect the enforceability or validity of the remaining provisions of the Agreement.

12.2. This Agreement and its annexes replace and supersede any and all prior agreements, promises and representations, written or verbal, made between the Parties concerning its subject matter and constitute the entire agreement between the Parties.

12.3. Any amendments, additions and waivers related with this Agreement shall not be valid and binding unless made in writing by the authorized representatives of the Parties.

12.4. Unless stipulated otherwise under a separate agreement signed/to be signed by the Parties, this Agreement may in no event be construed as a commitment on the part of the Disclosing Party to engage into a business relationship with the Receiving Party.

Accordingly, the Receiving Party is aware that all kinds of expenses arising out of any works it shall carry out with the thought of entering into a business relationship and any related risk are under its own responsibility.

12.5. No provision in this Agreement shall prevent the Disclosing Party from entering into discussions or executing agreements with other persons on any subject matter including the subject matters stipulated in this Agreement.

12.6. This Agreement is binding upon the Parties, including without limitation their successors, subsidiaries, affiliated holdings and companies, assignees, Subcontractors, the Personnel and all persons and entities to whom Confidential Information is disclosed under this Agreement. The Receiving Party is responsible for taking all kinds of measures necessary to enforce this article of the Agreement effectively and for certifying and notifying these measures in writing.

12.7. In any and all activities pertaining to the performance of this Agreement the Receiving Party (i) shall refrain from any acts which shall constitute or are likely to be designated as a bribe, (ii) use care as necessary so as not to cause any sanctions to be imposed against the Disclosing Party or the Receiving Party as per any local or foreign anti-bribery legislation., (iii) develop its own internal anti-bribery procedures, obtain written anti-bribery undertakings from its personnel and shall be exclusively responsible for procuring that its personnel abide with the anti-bribery obligation.

13. GOVERNING LAW AND COMPETENT COURT:

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

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the entering into force, conclusion, alteration, execution, breach, termination or validity thereof, shall be settled by Courts and Enforcement Offices of İstanbul.

Martur Fompak International:

[MFI group company]

signature

Business Partner:

address and the other company details

name and position

of company's representative-signatory

signature