

NON-DISCLOSURE AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT

The Nondisclosure Agreement herein (hereinafter shall be referred to as the "**Agreement**") has been drawn up and signed by and between the following Parties:

1.1. NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ (will be referred to as "NEXT4BİZ")

Address: Sahrayı Cedit Mahallesi Halk Sokak No.: 40/4 34734 Kadıköy,
ISTANBUL/TURKEY

1.2. _____ (hereinafter shall be referred to as "**Company**" or "**Company Abbreviation**" in this **Agreement**.)

Address:

In addition, the Parties shall be referred to as "Party" individually and as "Parties" collectively with their special abbreviations.

ARTICLE 2. SUBJECT OF THE AGREEMENT

The subject of this Agreement is to ensure confidentiality of the information to be mutually disclosed to each other by the Parties during the negotiations or during a contractual relation related to any product or service owned, sold and distributed by Next4biz and to determine the mutual obligations of the Parties.

ARTICLE 3. CONFIDENTIAL INFORMATION

The following information to be disclosed by the Parties to each other shall be regarded as "Confidential Information" within the scope of this Agreement:

3.1. Technical and commercial information, product and service prices, patents, software, source codes, intellectual and industrial property rights, trade secrets, technical procedures, formulas, plans, schemes, licenses and permits, drawings,

interfaces about application processes, visual and technical data, process management modules and flowcharts, computer programs, circuits, formulas, testing studies, experimental developments, studies in development stage, all kinds of written, visual and electronic data related to the information on establishment and software development and alike, product costs, profit, sales, services, products, product development, payment information, bank and account information, financial information, employee, work and service information, pricing, salary policies and levels, operating methods, all kinds of written or verbal information and/or documents regarding business plans of the Parties;

3.2. Information belonging to the customers of the Company, personnel names, national identity numbers, addresses, phone numbers, e-mail addresses, payment information, bank and account information and other personal data of the customers;

3.3. Any information or data other than those mentioned above shall be counted as Confidential Information only if it bears the phrase "confidential" during the transfer.

ARTICLE 4. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1. The Confidential Information has been given to the other Party only for the purpose of execution of the subject matter of the Agreement and during negotiations of a contract by the disclosing Party.

4.2. The Party to whom the Confidential Information is disclosed agrees and undertakes to keep this information extremely confidential, to keep the information with the care at least it shows for its own secrets and not to disclose the information to third parties for any reason other than the specified ones.

4.3. In addition, the Party to whom the Confidential Information is disclosed shall not keep, process and use the information for any purpose other than the Project.

4.4. The Party to whom the Confidential Information is disclosed shall not disclose the Confidential Information to the employees or consultants that are not related to the Project other than its or its Affiliate's employees who require the information for the Project. The Party to whom the Confidential Information is disclosed is liable for ensuring the compliance of its employees and consultants with the terms of this Agreement.

4.5. The disclosure of the Confidential Information under the following conditions does not constitute a breach of the Agreement:

4.5.1. Without any limitation on the disclosure and use, if the Confidential Information is at the disposal of the Party to whom the Confidential Information is disclosed before the disclosure, and if the Confidential Information is not obtained from the Disclosing Party directly or indirectly,

4.5.2. If the Confidential Information becomes public afterwards,

4.5.3. If the Confidential Information is requested in writing by the Competent Court or a public authority whose decisions are to be complied with compulsory.

4.6. Disclosing confidential information shall not be deemed a commitment for the accuracy and correctness of that information.

ARTICLE 5. PROTECTION OF PERSONAL DATA

5.1. The Party to whom the Confidential Information is disclosed knows and accepts that it shall fulfill its liabilities specified under this agreement and shall also act in accordance with the procedures and principles under relevant law aiming to protect personal data, and shall fulfill all kinds of liabilities incumbent upon it, and shall not contravene to the issues referred to under this law. The Party to whom the Confidential Information is disclosed knows, accepts, declares and undertakes that it is liable for taking all kinds of technical and administrative measures for providing appropriate security level in order to prevent the illegal processing of the Confidential Information (personal data) to be acquired within the scope of this agreement and the illegal access to the Confidential Information and to enable protection of the Confidential Information; that it shall not use personal data for any purpose other than those to provide contractual services between the parties; and that for this reason it shall not share this data with third parties. Personal data may be transferred to the data centers within the country in accordance with the purpose of processing, providing that commitments about confidentiality are given.

5.2. The Parties also declare that they shall define the authority of their employees and other people working under them to access and process personal data in accordance with the legislation on personal data; that they shall take the necessary

precautions not to allow their employees, sub-contractors and other people working under them to share the information they access through the defined access rights and the passwords/methods they use for access; that they shall inform their employees, sub-contractors and other people working under them within the liabilities specified under the law and relevant legislation; that they shall receive a commitment from their employees, sub-contractors and other people working under them stating that they shall not act contradictory to the liabilities under the Agreement herein even if they leave the job after the signing of the Agreement.

5.3. The Parties mutually declare that their employees are trained to meet the information security requirements of the working process, that awareness is raised on this issue and that legal guarantee shall be provided with the necessary contracts. Next4biz shall also provide the required support in information security testing and control activities upon the request of the Institution.

5.4. The personal data that the Parties may transfer to each other in the business relationship subject to this Agreement is not "special category of personal data " mentioned under relevant laws regarding to protect personal data. The Parties shall not transfer special categories of personal data to each other.

5.5. The issues to be considered by the data controller regarding the collection and processing of personal data when using Next4biz products are defined in the ["Considerations Regarding the Management of Personal Data When Adapting and Using the Next4biz Product"](#) directive.

ARTICLE 6. RESPONSIBILITY FOR THE BREACH OF THE AGREEMENT

The Parties agree that if the Party to whom Confidential Information is disclosed violates the obligations of this Agreement, the other Party shall incur pecuniary loss and intangible damages due to this violation. The Party causing the pecuniary loss and intangible damage of the other Party as a result of violating the Agreement is liable to indemnify and compensate for this damage. However, in any case, this compensation is limited to the amount of one-year license fee at maximum, that is stated under the commercial contract or the business deal between the Parties.

ARTICLE 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Agreement herein does not include the transfer or assignment of intellectual and industrial property rights owned partially or wholly by a Party, allocation of usage rights or transfer of similar rights, or the Agreement cannot be interpreted in that way under any circumstances.

ARTICLE 8. TERMINATION OF THE AGREEMENT AND ITS RESULTS

The Agreement shall survive until the termination of the business contract signed between the parties. If the parties shall not agree and sign a business contract this Agreement shall be valid for 5 (Five) years and terminate at the end of this period. In case the commercial relationship between the Parties is terminated for whatever reason the Parties shall immediately destroy the confidential information disclosed to each other (without prejudice to the provisions of Law relevant to the protection of personal data) If any controversy arises between this Agreement and any other agreement of the parties relating to confidentiality, the provisions of this Agreement shall prevail.

ARTICLE 9. FREEDOM OF CONTRACT AND RESTRAINT ON REPRESENTATION

None of the provisions in this Agreement shall mean the commitment of Parties to sign a Contract about the Project. It cannot be interpreted as making one of the Parties a legal representative, agent or joint business partner of the other, or giving the authority to one of the Parties to implicitly represent the other party, to make commitments or to incur debts on behalf of the other Party or in a way to bind the other Party.

ARTICLE 10. SEVERABILITY

In the event that any of the provisions of the Agreement herein is deemed invalid by a competent court, this Agreement shall continue to be valid with the remaining provisions taking into account the general systematic and purpose of the Agreement, as if the invalid provision in question has never been placed in the Agreement. If there is a gap in the Agreement, the gap is filled by interpretation according to the purpose of the Agreement.

ARTICLE 11. EVIDENCES

Written or digital documents such as the books and records of the Parties, electronic sharing of the Parties, their messages and the records kept electronically

shall be accepted as valid evidence between the Parties. This article is an evidential contract pursuant to the relevant terms of the Code of Civil Procedure.

ARTICLE 12. PLACE OF JURISDICTION

This Agreement is governed by Turkish Law. All disputes stemming from or concerning this Agreement will be resolved by arbitration in compliance with the Arbitration Rules of Istanbul Arbitration Center. The rules concerning the emergency arbitrator will not be applied. The arbitration location is Istanbul. The arbitration language is English. There will be 3 (three) arbitrators.

On behalf of Next4biz	Institution/Customer