

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into as of **[Date]** (“Effective Date”) by and between:

PROJET IS COZUMLERI LTD, a company organized under the laws of **TÜRKİYE**, with its principal place of business at Merkez Mah. Ayazma Yolu Cad. No: 37 Papirus Plaza K:6 / 10 Kağıthane / İstanbul / Türkiye (“Disclosing Party”),

and

The Receiving Party, being any legal entity that receives Confidential Information under this Agreement (“Receiving Party”).

Disclosing Party and Receiving Party may each be referred to as a “Party” and together as the “Parties”.

1. Purpose

The Parties wish to exchange certain confidential information for the purpose of **evaluating and/or performing a potential commercial and technical collaboration** (“Purpose”).

2. Confidential Information

“Confidential Information” means any non-public information disclosed by the Disclosing Party, whether orally, visually, or in writing, including but not limited to business, technical, financial, architectural, product, source code, documentation, project materials, and any information accessed by the Receiving Party or its representatives in connection with the Purpose.

Confidential Information includes information disclosed to or accessed by **employees, contractors, or subcontractors** of the Receiving Party.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) use the Confidential Information solely for the Purpose;
- b) not disclose the Confidential Information to any third party, except to those representatives who have a strict need to know for the Purpose and who are bound by confidentiality obligations no less protective than this Agreement;
- c) protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information.

The Receiving Party shall remain **fully responsible** for any breach of this Agreement by its employees, contractors, or subcontractors.

4. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- a) is or becomes publicly available without breach of this Agreement;
 - b) was lawfully known to the Receiving Party prior to disclosure;
 - c) is lawfully received from a third party without confidentiality obligation;
 - d) is independently developed without use of the Confidential Information.
-

5. Intellectual Property

All Confidential Information remains the exclusive property of the Disclosing Party.

This Agreement does **not** grant any license or other rights, whether express or implied, to the Confidential Information, except for the limited right to use it for the Purpose.

6. No Publicity

The Receiving Party shall not disclose the existence of discussions, the relationship, or use the Disclosing Party's name, logo, or materials for marketing, portfolio, or reference purposes without prior written consent.

7. Term

This Agreement shall remain in effect for **[3] years** from the Effective Date.
Confidentiality obligations shall survive termination of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Türkiye**, excluding its conflict of law principles.

9. Miscellaneous

This Agreement constitutes the entire agreement between the Parties regarding confidentiality and supersedes all prior discussions or agreements on this subject.
Any amendments must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[PROJET IS COZUMLERI LTD]

Authorized Signatory:

Name:

Title:

Signature:

Date:

Receiving Party

Legal Entity Name:

Authorized Signatory:

Title:

Signature:

Date:

