

CONFIDENTIALITY AGREEMENT

This Agreement is made as of _____ (“Effective Date”) between:

- (1) _____ (“Program Partner”), whose office is at _____.
- (2) Borsa İstanbul A.Ş., (“Borsa İstanbul”) whose office is at Reşitpaşa Mahallesi Tuncay Artun Caddesi Emirgan 34467 Istanbul, Turkey.

RECITALS

- (A) Each party wishes to disclose to the other information for the purpose of maintaining activities carried out under the “Memorandum of Understanding for Listing İstanbul Program” (the “Purpose”).
- (B) In carrying out the Purpose, it will be necessary for the parties to disclose Confidential Information to each other.

The parties have agreed to use the Confidential Information pursuant to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Confidentiality

1.1. In this Agreement “Confidential Information” is defined as all information disclosed in relation to the Purpose or that, although not related to the Purpose is nevertheless disclosed as a result of the parties discussion in that regard (whether in writing, orally, or electronically, or whether directly or indirectly) by the disclosing party to the receiving party whether before, after or on the Effective Date, including, without limitation, information relating to the disclosing party’s products and services, data, database, operations, customers, members, prospects, know-how, design rights, trade secrets, market information and/or business affairs, computer programs, source, object and other computer code, technical or other representations, documentation, diagrams; copyrights, trademarks, patents; technical, business, customer, supplier and product development plans or information, strategies, marketing plans, financial affairs or information disclosed as a result of the parties discussions that should reasonably be understood, because of Legends or other markings, the circumstances of disclosure or the nature of the information itself to be proprietary and confidential.

1.2. The receiving party agrees that it:

- 1.2.1. shall not use the Confidential Information for any purpose other than to carry out the work pursuant to the Purpose;

- 1.2.2. may not disclose Confidential Information to any third party save to it and its affiliates and its and their related employees, directors, officers, contractors consultants, and advisers to the extent necessary for the purposes of this Agreement and provided that the receiving party ensures that such employees, directors officers, contractors, consultants, and advisers are aware of and comply with the terms of this Agreement;
 - 1.2.3. shall use its best endeavors to prevent the unauthorized access, use or disclosure of Confidential Information; and
 - 1.2.4. shall if requested, in writing, by the disclosing party, return, delete, destroy in primary and backup all Confidential Information. Notwithstanding the foregoing, Confidential Information that is required to be retained by law or regulation or audit requirements may be retained, however, such Confidential Information shall continue to be subject to the terms of this Agreement.
- 1.3. The restrictions imposed by this Agreement shall not apply to the disclosure of Confidential Information (“Excluded Information”);
 - 1.3.1. which is now in, or hereafter comes into the public domain otherwise than by the receiving party’s breach of this Agreement;
 - 1.3.2. which is required by law to be disclosed to any person who is authorized by law to receive the same or which is required to be disclosed by a competent regulatory authority;
 - 1.3.3. to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the receiving party is a party in a case where such disclosure is required by such proceedings;
 - 1.3.4. which is already known to the other otherwise than as a consequence of a breach of this Agreement;
 - 1.3.5. which is received from a third party without similar restrictions and without breach of this Agreement;
 - 1.3.6. which is independently developed or acquired by either party or their associated companies independently of anything provided by the other party; or
 - 1.3.7. which is approved for release by written authorization from the other party.
- 1.4. Where the receiving party is required to disclose any Confidential Information pursuant to Clause 1.3 of this Agreement it shall give as much advance notice thereof to disclosing party as is reasonably practicable and shall use its reasonable endeavors to limit the extent of any such disclosure.
- 1.5. Each party shall be entitled to disclose any Confidential Information received under this Agreement to its Associated Companies subject to each such

Associated Company being aware of the terms of this Agreement. In this Clause 1.5 "Associated Company" means (i) any company that owns directly or indirectly at least 50% of the capital or voting rights of a party, or (ii) any company in which at least 50% of the capital or voting rights are directly or indirectly owned by a company meeting the requirements of (i) above. The parties shall inform each other about the names and addresses of Associated Companies.

2. Remedies

2.1. Without prejudice to any other rights or remedies which the disclosing party may have, the receiving party acknowledges and agrees that damages may not be an adequate remedy for any breach by the receiving party of the provisions of this Agreement and the disclosing party may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the receiving party or any other relevant person and no proof of special damages shall be necessary for the enforcement by the disclosing party of the rights under this Agreement.

3. Variation

3.1. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties.

4. Severability

4.1. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

5. Notices

5.1 Any notice, claim or demand in connection with this Agreement shall be given in writing at the addresses stated above (or such other address as it shall previously have notified to the other party in writing) by certified or registered mail, return receipt requested or by nationally recognized courier. Any notice sent by certified or registered mail shall be deemed received at the date of receipt and any notice sent by courier shall be deemed received when delivered.

5.2 Any notices regarding termination of this Agreement or default shall be given in writing at the addresses stated above (or such other address as it shall previously have notified to the other party in writing) by certified or registered mail or through public notary shall be deemed received at the date of receipt.

6. Disclaimer

6.1. Nothing in this Agreement shall be construed as an obligation:

- 6.1.1. to disclose any particular information;
- 6.1.2. to incorporate any disclosed information into a product;
- 6.1.3. to warrant the accuracy or completeness of any information disclosed hereunder;
- 6.1.4. to grant any intellectual property licenses;
- 6.1.5. to sell or purchase any item from the other party;
- 6.1.6. upon either party to enter into any contract with the other party.

7. Duration

- 7.1. This Agreement is effective as of the Effective Date and automatically expires five (5) years thereafter, provided, however, that prior to such expiration, either party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of receiving party's obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination for a period of five (5) years from the date of the expiration or the termination of the Agreement. The obligations of confidentiality and nondisclosure imposed upon the respective Representatives of the Program Partner and Borsa İstanbul A.Ş. by this Agreement shall remain in effect for such five (5) year period, notwithstanding the termination, whether voluntary or involuntary, of the relationship between the Program Partner and Borsa İstanbul A.Ş. and such Representative.

8. Governing Law and Jurisdiction

- 8.1. This Agreement shall be governed by and construed in accordance with Turkish law and Parties hereby submit to the exclusive jurisdiction of Turkish Courts and Enforcement Offices regarding disputes arising from and in connection with this Agreement.

Program Partner and Borsa İstanbul A.Ş. have duly executed this Agreement as of the day and year first above written.

Borsa İstanbul A.Ş.

(Program Partner-Commercial Title)
