

PRIVACY, LOGO and BRAND USE INFORMATION TEXT

This Information Text is drawn up in order to provide information about the confidentiality principles regarding the direct/indirect sharing of information that will emerge during the commercial relationship and/or project work between the parties, and the use of the ZORLU brand with third parties.

This Information Text does not make the Parties accept and undertake for the execution of any contract, including the negotiations and works on the desired cooperation.

CONFIDENTIAL INFORMATION

All kinds of information, programs, drawings, documents, information on products and services, technical issues, service definitions, infrastructure information, idea, invention, work, method, progress, formula, model, purpose, standard, programs, business plans and source codes, passwords, formulas, inventions, special authorization parameters, e-mail addresses, company phone numbers, financial information, technology, new business or service ideas, sales strategies, strategic alliances and partners, solutions, customer lists and portfolios, software, trade secrets, illustrations, examples, devices, computer programs, demos, technical information and patents, copyrights, trademarks, licenses, permissions, logos, company partnership information, any innovation, whether or not subject to trade secret or other legal protection, all written or verbal commercial, financial, technical information communicated verbally, in writing or magnetically or in any way, on commercial, financial, technical or similar matters, which are disclosed by the parties themselves, their workers, agents or employees as a requirement of the business relationship between the parties, or that they will learn during the business relationship between the parties shall be considered confidential information ("Confidential Information"). Any information and document that does not need to be disclosed that it is confidential or has the quality of "confidential information" but, in any case, shall not be limited to what is written in this article and its scope shall be understood in the broadest sense, shall also be considered as "confidential information".

DISCLOSED PARTY

The Party receiving confidential information accepts, declares and undertakes that;

- it has received the above-mentioned information with a request to be kept confidential and that this information is the property of ZORLU,
- it shall protect confidential information, and shall take all kinds of measures to ensure and maintain this confidentiality and show maximum care in protecting the confidential information,
- it may disclose this information to its workers, sub-employees and consultants who need to learn this information due to their job and that it may warn its workers and sub-employees regarding the confidentiality of the Information, and that it shall be directly responsible in the event its workers, sub-employees and consultants violate the obligations of this Contract and the provisions of the contract that will determine the principles of the business relationship between the parties,
- it shall not use all information and documents related to the project work for the benefit of itself or a third party, directly or indirectly, for any reason whatsoever, without the explicit and written consent of ZORLU,
- in the event of doubt as to whether any information obtained is confidential or not, unless ZORLU states otherwise, it shall assume that information is confidential and act accordingly, and that any information shared by ZORLU during the cooperation shall be considered Confidential Information unless otherwise stated in writing,

- it shall not reproduce, copy or obtain copies of information and documents within the scope of Confidential Information without the written consent of ZORLU, except for the transactions required by the relationship between the parties, and that it shall not distribute Confidential Information in any way or by any means whatsoever, disclose it through media organs and media outlets, use or disclose it for advertising purposes,
- it shall immediately and in writing notify ZORLU of the situation, and that ZORLU reserves the right to remedies upon this notification or by itself, and to demand the compensation of any damage it has suffered in the event the Disclosed Party is aware that the Confidential Information of ZORLU has been disclosed in violation of the contract by the persons under its responsibility,
- in the event that the relationship between the Parties is terminated or the purpose of the relationship is not achieved, if the confidential information is in returnable format, it shall immediately return the information to the discloser without any copies, immediately and irreversibly destroy confidential information that is not in a fully returnable format, this obligation shall also cover the sub-employees who need to learn this information due to their job, the company/person/institution and authorities from which the said service is received in cases where outsourcing is required, students, trainees, consultants, attorneys, representatives and similar persons and that it shall be responsible for the fulfillment of this obligation,
- in the event of partial or complete breach of confidentiality obligation, it shall pay all the damage ZORLU has suffered, at the first request, immediately and in cash,
- it shall not distribute Confidential Information in any way or by any means whatsoever, disclose it through media organs and media outlets, use or disclose it for advertising purposes.

LOGO and BRAND USE

In terms of commercial relations and/or project works to be carried out between the parties, with reference to this Information Text, all titles, brands and logos belonging to ZORLU and the Group of Companies shall not be used as a reference and/or used for advertising and similar purposes in written/oral/visual media without the written consent of ZORLU. The Disclosed Party accepts, declares and undertakes that all administrative, legal, criminal and financial responsibilities arising from this violation shall belong to the Disclosed Party in case of violation of a right and/or interest of ZORLU, which is the subject of intellectual and/or industrial property and protected under the Law on Intellectual and Artistic Works No. 5846 and Industrial Property Law No. 6769; and that in case of detection of using the trade name, business name, brand, logo and other promotional signs of ZORLU and the Group of Companies in its activities without obtaining written permission from ZORLU, it shall pay the damages incurred by ZORLU in cash and in full.