

1 **NON-DISCLOSURE AGREEMENT**

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3 This Non-Disclosure Agreement is signed between and
4 **Eti Maden Isletmeleri Genel Mudurlugu**, who will be working in the scope of Purchase of
5 Colemanite Toxicity Testing Services.

6 **61. PARTIES**

7 **71.1.** Parties to the Agreement are
8 registered at the address of (referred to as the
9 **“FIRM”** hereinafter) and **Eti Maden Isletmeleri Genel Mudurlugu** registered at the address of
10 Ayvalı Mahallesi Halil Sezai Erkut Caddesi Afra Sokak No: 1/A, Kecioren, Ankara, Turkey
11 (referred to as **“ETI MADEN”** hereinafter).

12 **71.2.** The term “representative” used herein covers real and legal persons authorized to represent the
13 parties and the executives, employees and shareholders of the parties, even if they do not hold
14 representation rights.

15 **71.3.** The **FIRM and ETI MADEN** will be referred jointly as the “Parties” in this Agreement.

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17 **72. AGREEMENT SCOPE**

18 **72.1.** The scope of this non-disclosure agreement is limited to **ETI MADEN’s** Colemanite Toxicity
19 Testing Services Purchase and all works executed in the scope of this service purchase.

20 **72.2.** **ETI MADEN** aims to acquire the acute, reproductive and developmental toxicity test data for
21 Colemanite in the scope of the subject service purchase within the framework of OECD Guideline
22 documents.

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24 **73. INFORMATION SHARING**

25 **73.1.** Parties agree that they are ready to present all kinds of information they have regarding the
26 service purchase specified in Article 2.1, verbally and in writing.

27 **73.2.** The information to be shared may be work plans, documents, reports, analyses, computer data
28 or files. Shared information may be non-public, confidential or private information or it may
29 contain industrial information, or it may be any information regarding patents, inventions,
30 innovation etc. for which a patent application is not made at the patent office of any country or for
31 which an announcement is not made.

323.3. **FIRM** will share the information that it obtains in the scope of this contract with **ETI MADEN**
33without any restrictions.

354. DEFINITION OF CONFIDENTIAL INFORMATION

364.1. Ideas, projects, inventions, works, methods, progresses and patents, copyrights, brands,
37commercial secrets or all kinds of innovations under other legal protections or not disclosed to the
38**FIRM** by the legal entity of ETI MADEN or its agencies, representatives, executives and
39employees during the works in the scope of Colemanite Toxicity Testing Services Purchase and all
40written or verbal commercial, financial, technical information and data obtained during the works
41carried out by the **FIRM** will be considered as confidential information.

424.2. The following information will not be considered as confidential information in the scope of
43this Agreement:

- 44 a) Information which is directly open to the public or which is accessible by everyone,
- 45 b) Information which is public knowledge,
- 46 c) Information, which must be or which is required to be disclosed pursuant to laws or
47regulations or issued court decrees, administrative orders.

495. PROTECTION OF CONFIDENTIAL INFORMATION

505.1. Parties will be required to disclose their confidential information in the contract scope to each
51other to the extent necessary for their work relations. Parties agree and undertake that they will not
52be held responsible for the information disclosed by the other party being incomplete or incorrect.
53Regarding the confidential information disclosed by **ETI MADEN**, the **FIRM** undertakes to;

- 54 a) not use said information either directly or indirectly for any purpose other than the purposes of
55the relationship between the parties or the scope of this agreement,
- 56 b) maintain the confidentiality of the information,
- 57 c) not disclose said information to any 3rd person in any way and/or not make this information
58public.

595.2. Excluding conditions specified explicitly in the laws, the **FIRM** cannot transfer information
60that will be obtained in the agreement scope to any 3rd person or cannot propagate information by
61any means, disclose these through the press organs or media establishments and cannot use these for
62advertisement and promotion purposes, without the written consent of **ETI MADEN**.

63**5.3. FIRM** agrees and undertakes to use the same care to protect the confidential information of
64**ETI MADEN** that it uses to protect its own confidential information.

65**5.4.** In the event of **ETI MADEN** finding out that all kinds of Confidential Documents and
66Information and given by **ETI MADEN** to the **FIRM** regarding the work is disclosed in breach
67with the agreement, without the written consent of **ETI MADEN**, the **FIRM** will be held
68responsible for this.

69**5.5.** In addition to its undertaking to take all kinds of measures to prevent disclosure of these
70documents and information to third persons or to ensure that these are not acquired by third persons,
71the **FIRM** cannot decline its responsibility by claiming that it could not prevent disclosure of the
72information and documents although it has taken all kinds of measures and/or by claiming that it
73does not have any fault.

74**5.6. FIRM** agrees and undertakes to compensate all kinds of tangible and/or intangible losses that
75will be incurred by **ETI MADEN** as a result occurrence of any condition in breach with this
76agreement.

77**5.7. FIRM** can only give these document and information to its workers, subworkers and other
78employees serving under it when necessary and as required as a result of their job. However, it will
79warn its workers, subworkers and other employees serving under it on confidentiality of the
80information. **FIRM** agrees and undertakes that its workers, subworkers and other employees
81serving under it will not act in breach with the agreement liabilities and that the **FIRM** will be
82responsible directly in the event of such action.

83**5.8. FIRM** will be jointly and severally responsible for actions, which are in breach with the
84confidentiality foreseen in this agreement, by its employees and persons working for it, and agrees
85and undertakes that its employees and persons working for him will observe the confidentiality
86principles.

87**5.9. FIRM** cannot exchange any verbal or written information with **ETI MADEN**'s subsidiaries
88and affiliates, operation directorates, suppliers, contractors, subcontractors and consultants or
89cannot contact them without the written consent of **ETI MADEN**.

90**5.10.** In the event of information requests of authorized official institutions, information disclosure
91may be made with the approval of **ETI MADEN**.

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93**6. RETURNING AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

946.1. **FIRM** agrees that returning and destruction of confidential information will be subject to 95liabilities upon expiry of the agreement without prejudice to other liabilities.

966.2. All documents and all kinds of data containing Confidential Information will be returned to 97**ETI MADEN** or other persons, representatives or legal entities to be designated by **ETI MADEN**. 98Originals and copies of these types of documents and data, and all kinds of reports, compilations, 99analyses and interpretations obtained from these will be destroyed by the **FIRM**.

1006.3. **FIRM** will be responsible solely in the event of Non-disclosure Agreement violations that may 101be encountered in the future based on information and data that have not been destroyed.

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1037. **INVENTION AND PATENT RIGHTS**

1047.1. All kinds of patent rights, copyrights and invention rights resulting from all kinds of analysis, 105reports, drawings, works, measurements, tools and methods found by the **FIRM** in the scope of the 106processes in this work scope and all kinds of rights resulting from Intellectual Property Rights Law 107and other legislation will belong to **ETI MADEN**.

1087.2. **FIRM** declares and undertakes unconditionally and irrevocably that it will not violate patent, 109brand, know-how (genuine information or idea), invention etc. intellectual property rights of any 110third parties in any way during fulfillment of the Colemanite Toxicity Testing Service Purchase 111Work and execution of the Contract, and that it will not act in breach with the obligation of 112refraining from unfair competition towards third persons. All responsibility on this issue will be 113borne by the **FIRM** and the **FIRM** will be responsible for all claims of third parties on this issue.

1147.3. In the event of assignment of new researches to the **FIRM**, the patent rights of **ETI MADEN** 115obtained from this research may be used in the new researches.

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1178. **RIGHT OF PUBLICATION**

1188.1. All rights to publication and announcement regarding works to be carried out in the Colemanite 119Toxicity Testing Service Purchase Work for both academic and non-academic purposes will belong 120to **ETI MADEN**.

1218.2. The results to be obtained from the studies to be realized in the scope of this work cannot be 122published either completely or partially without the written consent of **ETI MADEN**. **ETI** 123**MADEN** is free in its decision without any restrictions to permit partial or full publication of 124findings that are requested to be published or not.

125**8.3.** The provision of non-publication without obtaining prior written consent of **ETI MADEN** will
126be fully in force without time limitation both during the contract term and after completion of the
127subject Colemanite Toxicity Testing Service Purchase Work of the contract. This requirement
128cannot be violated on the basis of statute of limitation and similar reasons.

129**8.4.** Even if the written consent of **ETI MADEN** is obtained in conformity with the requirements
130specified above, publications, explanations, presentations or similar various activities that may be
131detrimental to business activities and/or business reputation of **ETI MADEN** cannot be made in any
132way whatsoever.

133**8.5.** In the event of publications, explanations, presentations and similar activities being made
134without obtaining the written consent of **ETI MADEN** or these activities being made in a way that
135is detrimental to business activities and/or business reputation of **ETI MADEN**, **ETI MADEN** will
136be entitled to apply to legal means and claim the damages and losses severally from the **FIRM** and
137persons(s) causing the loss.

139**9. MISCELLANEOUS**

140**9.1.** All kinds of notifications to be made in the scope this Agreement will be made to the addresses
141of the Parties specified in Article 1.1. Any change of address during the term of the non-disclosure
142agreement will be notified promptly to the other party.

143**9.2.** If the parties find out that confidentiality is breached in any way, the respective party will be
144required to notify the situation to the other party promptly in writing.

145**9.3.** If the **FIRM** will be required to disclose confidential information due to any court order,
146criminal proceedings or any legal reasons that come into force hereafter or which are binding upon
147both parties, such as regulations, the **FIRM** will be required to notify **ETI MADEN** promptly.

148**9.4.** **ETI MADEN** is entitled to cease the service purchase if it is found that the principle of
149confidentiality is breached. When **ETI MADEN** exercises its right to cease, the **FIRM** will not be
150entitled to claim any information, documents, fee or compensation from **ETI MADEN**.

151**9.5.** In the event of breach of this non-disclosure agreement, **ETI MADEN** will be entitled to apply
152to legal means and claim compensation of losses-damages from the **FIRM**.

153**9.6.** The provisions of the agreement will remain in force notwithstanding any commercial or
154structural changes, mergers, transfers or bankruptcy of the legal entity of the **FIRM** and/or **ETI**
155**MADEN**. In the event of merger, transfer or status changes of the **FIRM** and/or **ETI MADEN**, the

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156 liabilities and rights in the scope of this agreement will pass over to transferee 3rd party, and in the
157 event of complete cease of the activities due to bankruptcy of the **FIRM**, the liabilities will pass
158 over to the **FIRM**'s representative and employees.

159 **7.** This agreement is executed pursuant to Turkish Law and the Laws of Republic of Turkey will
160 be applicable in its interpretation and in issues that are not regulated herein. Courts of Ankara will
161 be authorized in all kinds of disputes extending from this contract.

162 **8.** This Non-disclosure Agreement consists of a total of **9 (nine)** main articles and will come into
163 force as of its signing date and will remain in force even after the work relationship between the
164 Parties is ended, until it is terminated by the Parties with a separate agreement or mutual written
165 approval.

166 **9.** This Agreement, executed in(.....) copies and on Pages, is placed into force upon
167 its signing on this date of

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SIGNED BY	SIGNED BY
Name Surname:	Name Surname:
	ETI MADEN ISLETMELERI GENEL MUDURLUGU
Date:	Date:

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