

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

PERSONNEL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into between **Mantag Denizcilik ve Ticaret Limited Şirketi** ("Company"), residing at Salacak Mahallesi Salacak İskele Caddesi No.18 Üsküdar, Istanbul, and residing at ("Personnel").

1. SUBJECT OF THE AGREEMENT

The subject of this Agreement is to define the confidential information exchanged between the Company and Personnel during the execution of the tasks/projects under their service relationship and to establish the obligations of both parties regarding the protection of such confidential information/personal data in compliance with the Turkish Personal Data Protection Law (KVKK).

2. DEFINITIONS

2.1 In this Agreement:

- **Disclosing/Receiving Party:** Refers to the Company (including its affiliates, subsidiaries, partners, board members, representatives, and agents) and the Personnel (those affiliated with the Company by service).
- **Permitted Purpose:** (a) To conduct any examination requested by the Disclosing Parties and to assist them in the matters they request, and (b) to exchange information with other personnel with the Disclosing Parties' approval and after obtaining such approval.
- **Reasonable Care:** Refers to the same level of care shown by the Company for its own "Confidential" information (at least as diligent as a prudent businessman would show).
- **Confidential Information(s):** For the purpose of this Agreement, "Confidential Information" means any data or information owned by the Disclosing Party, not generally known to the public, whether tangible or intangible, provided at any time and in any form. This includes but is not limited to: marketing strategies, plans, financial and operational information, sales forecasts, past, present, and future business plans and performance results; product or service plans, customer or supplier lists, intellectual property rights like patents, licenses, and copyrights; projects, drawings, models, software programs, scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

methods; concepts, reports, data, know-how, designs, development tools, molds, specifications, computer software, source codes, object codes, flowcharts, databases, inventions, and trade secrets. Confidential Information does not need to be unique or patentable or copyrighted to be considered Confidential. The Receiving Party acknowledges that the Confidential Information belongs to the Disclosing Party. The Receiving Party is not responsible for the information not belonging to the Disclosing Party. For clarity, any information conveyed under this Agreement, even if not marked “CONFIDENTIAL,” is considered a trade secret and falls under the definition of Confidential Information.

3. CONFIDENTIALITY OBLIGATIONS

The Receiving Party agrees to:

- (a) Keep the Confidential Information confidential and secure;
- (b) Not disclose, copy, express, reproduce, disseminate, or use the Confidential Information for any purpose other than the Permitted Purpose;
- (c) Not use the Confidential Information for any purpose other than the Permitted Purpose.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The following information is not considered Confidential Information:

- (a) Information disclosed to the Personnel before any confidentiality obligation by the Disclosing Parties;
- (b) Information that becomes public without the fault or negligence of the Receiving Party;
- (c) Information disclosed to the Personnel by third parties without confidentiality obligations;
- (d) Information independently developed by the Receiving Party without access to the Confidential Information;
- (e) Information allowed to be used or disclosed with the written approval of the Disclosing Parties;
- (f) Information required to be disclosed by law or court orders, or administrative orders, provided that the Personnel promptly informs the Company of such obligations if legally permitted.

5. PERMITTED DISCLOSURE

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

The Disclosing Parties agree that Confidential Information may be disclosed:

- (a) To any person with prior written consent from the Disclosing Parties;
- (b) As required by any competent court or judicial, official, auditor, or regulatory authority; or
- (c) As required by any law, regulation, or other legislation the Personnel must comply with.

Before any disclosure as mentioned above, the Parties will make reasonable efforts to inform the recipients of the Confidential Information about its confidentiality.

6. INTELLECTUAL PROPERTY RIGHTS

No provision of this Agreement shall be construed as granting any trademark, trade name, copyright, or other intellectual or industrial property rights to the other party by license or otherwise.

Such rights may only be obtained through separate agreements independent of this Agreement.

7. TERM OF THE AGREEMENT

This Agreement shall become effective on the date of signing and shall terminate upon the end of the service relationship between the parties or termination.

8. TERMINATION AND CANCELLATION

- Either party may terminate this Agreement by providing 30 (thirty) days' written notice to the other party.
- If either party determines that the other party is in breach of confidentiality obligations, the other party may immediately terminate the Agreement. However, upon termination for any reason, the parties' confidentiality obligations will continue indefinitely. In this regard, the Receiving Party agrees to delete, destroy, or anonymize the accessed information/documents in accordance with the KVKK and other applicable regulations, and to return all information and documents, including copies, within the specified time if requested by the Disclosing Party.

9. RETURN OF MATERIALS CONTAINING CONFIDENTIAL INFORMATION

All materials containing Confidential Information shall be immediately returned to the rightful Party in the event of termination of the service relationship or this Agreement and upon written notice from the other Party.

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

To avoid any doubt, this includes all copies of the returned or destroyed documents and any other documents and items containing the Confidential Information created by the Receiving Party. If this Agreement is terminated or expires, all copies of information and documents held by the other party will be returned or destroyed upon request.

10. NON-COMPETE CLAUSE

During the confidentiality obligation period, the Personnel may not, without written consent from the Company, use the confidential information/personal data obtained from the Company to directly or indirectly report, analyze, or compile data about the Company's customers and competitors or engage in competition through themselves or third parties.

Confidentiality does not prevent working with other persons/organizations on the same or different subject as long as the Company's confidential information is protected.

11. PROTECTION OF PERSONAL DATA

The parties agree to keep personal data provided to them confidential and not transfer it to third parties or abroad, use it only within the scope of the Agreement and for a limited period, and not process personal data without written consent from the Company. They agree to use personal data only as necessary for fulfilling the services under this Agreement and to delete, destroy, or anonymize it once the reasons for processing are no longer valid, except as required by law.

The party accessing personal data agrees to take all necessary technical and administrative measures to prevent unlawful processing and to maintain the data in compliance with KVKK and related legislation.

The parties will not copy or reproduce personal data/confidential information wholly or partially, except as required by this Agreement, and will delete, destroy, or return such copies within 30 (thirty) days upon request after the Agreement ends.

Obligations under KVKK and related legislation will continue after the termination of this Agreement.

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

The parties agree to respond to any requests related to information and documents within 30 (thirty) days from the request date.

The parties agree to return and delete any information and documents received within the specified time.

12. LIABILITY AND COMPENSATION

If any protected document or information is disclosed in breach of the Agreement by one party or its partners, employees, representatives, or affiliates, the disclosing party will be liable for such disclosure. The parties agree to take all necessary measures to prevent the disclosure of this information to third parties but cannot avoid liability if the disclosure occurs due to their or their representatives' fault. The parties are responsible for the protection and storage of confidential information shared during their exchanges.

The parties agree to compensate for any material or immaterial damage incurred by the other party due to a breach of this Agreement.

13. NOTIFICATION ADDRESSES

All notifications, requests, and other communications under this Agreement must be in writing and delivered to the email address or KEP address of the Company, or by registered mail or notary. Notifications will be made to the addresses specified on the first page of the Agreement. Changes in these addresses must be notified in writing. Otherwise, notifications sent to the old address will be considered valid. These addresses are the legal residence of the parties, and notifications sent to these addresses will be deemed to have reached the addressee.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement and any disputes arising from it or related to it will be governed by and interpreted in accordance with the laws of the Republic of Turkey.

The exclusive jurisdiction for resolving any disputes arising from or related to this Agreement, including its existence, validity, or termination, will be the Istanbul (Çağlayan) Courts and Enforcement Offices.

15. MISCELLANEOUS

	INTEGRATED MANAGEMENT SYSTEM MANUAL		Issue No.: 01
	Chapter 06		Issue Date: 01/10/2024
	KV 007	PERSONNEL CONFIDENTIALITY AGREEMENT	Rev. No.: - Rev. Date: - Page: 1 of 1

No amendment, addition, or removal related to this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

If any provision of this Agreement is found, declared, or rendered invalid, illegal, or unenforceable by any judicial, administrative, or regulatory authority, such invalidity shall not affect the remaining provisions of the Agreement, as long as the ruling or declaration does not affect the core intent of the Parties. In such a case, the Parties shall, in good faith, replace those provisions with similar enforceable provisions.

Each party acknowledges and declares that in signing this Agreement, they have not relied on any representations, warranties, or assurances other than those explicitly stated in this Agreement, whether written or oral, and that they are entering into this Agreement based on the terms specified herein.

This Agreement shall in no way create a principal-agent or representative relationship between the Parties. Except as expressly permitted in writing, neither party will present itself as an agent, representative, or in any capacity as representing the other party, either directly or indirectly. Additionally, neither party will undertake or attempt to undertake any action that would create or impose any obligation on the other party.

If a Party waives or refrains from asserting its rights due to a breach of any provision of this Agreement, such a waiver or non-assertion shall not be construed as a waiver of subsequent breaches, nor shall it affect the validity of the respective provision in any way.

This Agreement has been prepared and signed in two (2) copies on .././20.., on behalf of the parties.

Company Representative

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Signature

Personnel

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Signature