

## **CONFIDENTIALITY, LOGO AND TRADEMARK PROTECTION NOTICE**

This Notice indicates the confidentiality principles applicable to the information that may be revealed between the parties and disclosed to the third party persons/associations during the development of potential business relationships and/or projects between the parties and the limitations to the use of VESTEL logos and trademarks.

For avoidance of doubt, it is hereby declared that neither the acceptance of this Notice nor the negotiations between parties shall impose any obligation to enter into an agreement with the other party.

### **CONFIDENTIAL INFORMATION**

Any novelty in tangible or intangible form, whether considered a trade secret or not; all kinds of commercial, financial, technical or other type of relevant information disclosed by the parties, their workers, agents or employees; or revealed during the commercial relationship between the parties that was disclosed verbally, in writing or in magnetic form or in any other form and may indicate information including but not limited to commercial, financial, technical or similar matters; all kinds of information, programs, drawings, documents, information on products and services, technical aspects, service definitions, infrastructure information, ideas, inventions, works, methods, progresses, formulas, models, purposes, standards, programs, business plans and source codes, passwords, inventions, private authorization parameters, e-mail addresses, corporate telephone numbers, financial information, technology, new business or service ideas, sales strategies, strategic alliances and partners, solutions, customer lists and portfolios, software, trade secrets, drawings, samples, devices, computer programs, sample demonstrations (demos), technical information and patents, copyrights, trademarks, licenses, permissions, logos and information on company structure shall be accepted as confidential information (“Confidential Information”).

Any and all kinds of information and documents, in the broadest context, that do not need to be designated as confidential or proprietary or like thereof or are confidential by their nature which shall not be limited to those previously stated shall be treated as Confidential Information as well.

### **THE RECIPIENT OF THE CONFIDENTIAL INFORMATION AGREES, DECLARES AND UNDERTAKES THAT;**

- The abovementioned information is received with the condition that they shall be kept confidential and such information is the property of VESTEL,
- Confidential Information shall be held in confidence and it shall take any and all measures for confidentiality, safety and protection of the Confidential Information as the same degree of care it utilizes to protect its own confidential information of similar nature, but in any event not less than reasonable care,
- It shall disclose the information to its workers, sub-employees and consultants on a “need-to-know” basis and shall warn such recipients on the confidentiality of the information and that any breach of the obligations set herein this Notice and under the agreement regulating the business relationship between the parties shall result in their direct liability from said breach,

- It shall, for no reason whatsoever, directly or indirectly and without obtaining the written and explicit permission of VESTEL use the information and/or documents related to the project to its or a third party's benefit,
- If it hesitates as to the confidential nature of the information, it shall assume the information to be confidential unless stated otherwise by VESTEL and act accordingly and assume any and all information disclosed during the business relationship to be of confidential nature unless stated otherwise in writing,
- It shall not reproduce, make copies of or duplicate the information and documents deemed Confidential Information without written permission of VESTEL except for when it is required for the business transactions between parties and shall not distribute the Confidential Information in any way or share or make public through any media organs and/or institutions, use or disclose for publicity and advertising purposes,
- Immediately notify VESTEL in writing as soon as it is made aware of a disclosure of Confidential Information in breach of this Notice by a recipient under his responsibility and agree and declare that either upon notification or on its own, VESTEL has the right to apply for legal action and demand all legal remedies including any and all damages it suffered,
- Upon termination of the business relationship of the parties, if the Confidential Information is in a returnable form, it shall immediately return the Confidential Information to VESTEL without retaining any copy. If the Confidential Information is not in a returnable form, it shall irrevocably and immediately destroy the Confidential Information without retaining any copy. The recipient of the Confidential Information further agrees, declares and undertakes to be responsible from the fulfillment of this obligation by its workers, employees and sub-employees who knew the information on a "need-to-know" basis; by outside counselling companies/persons/corporations and their authorized persons, students, interns, counsels, agents, representatives and persons of the like.
- It shall indemnify VESTEL fully, in cash and upon first notice for any direct and/or indirect damages that it suffered as a result of partial or complete breach of the confidentiality obligations; and
- It shall not, in any way, distribute the Confidential Information through any method, declare through media organs and/or institutions, use or disclose for publicity and advertising purposes.

## **USE OF LOGOS AND TRADEMARK**

As stated in this Notice and regarding the business relationship/project between parties, no reference can be made to VESTEL's and/or its affiliates' trade names, trademarks and logos which cannot be used in written/oral/visual forms and environments for promotional and advertising purposes without the written permission of VESTEL. In case any of VESTEL's intellectual property rights or interests protected under the applicable law are damaged, the breaching party shall be fully responsible under any and all administrative, criminal and financial obligations. The breaching party agrees, declares and undertakes that it shall not use the trade names, business names, brands, logos and other identifying marks of VESTEL and/or its affiliates without the written approval of VESTEL and in the event that any unapproved use of such is detected, the breaching party shall indemnify VESTEL in cash and in full.