**NON-DISCLOSURE AGREEMENT**

In connection with discussions between **Kibrit Creative Solutions** having its registered address Yenişehir Mahallesi, Sümbül Sokak,  No:8/2 B Blok 65 Ekinci Residence, Pendik, 34912 Istanbul-Türkiye (the “Company”) and ……………………………………( **Client**)……………………………………… registered at …………………………with registry number: ……………………(“ **Client**”), with respect to potential …………………………………………………… (the “**Transaction(s)**”), each Party (as to information disclosed by it, the “**Disclosing Party**”) is prepared to furnish the other Party (as to information received by it, the “**Receiving Party**”) with certain confidential and proprietary information.

**DEFINITIONS (Written, Audio, Visual or Oral)**

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing and receiving party are engaged including but not limited to: Disclosing parties Project, it’s characters, ideas, story, and any or all related material imaginable.

1.1 “**Affiliate**” with respect to a Party means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. “Control” means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors. “Affiliates” of Client further includes any company which: (i) from time to time forms part of the group of companies whose ultimate parent is Client and which (ii) is controlled by or under common control with Client (where “control” has the meaning set out above).

1.2 “**Agreement”** means this non-disclosure agreement and any authorized amendments thereto.

1.3 “**Authorized Parties**” refers to a Receiving Party’s Affiliates, and their respective officers, directors, employees, attorneys,

consultants and subcontractors who have a need-to-know the Disclosing Party’s Confidential Information to enable the Receiving Party to properly consider the Transaction(s).

1.4 “**Confidential Information**” refers to any non-public, confidential or proprietary business, technical or other information

disclosed before, on or after the date of this Agreement by or on behalf of a Party or its Affiliates, whether disclosed orally or disclosed or stored in any medium, relating to the Disclosing Party’s business (or those of its Affiliates, suppliers or customers), including, but not limited to, existing, previous and potential suppliers or customers, customer information, marketing plans, pricing and other competitively sensitive information, historical financial data, budgets, projections, forecasts and other financial information, inventions, trade secrets, unpatented ideas, methods, discoveries, technology, technical documentation, designs, samples, software, unreleased software applications, methodologies and other know-how, drawings, photographs, models, mock-ups, and design and performance specifications, product or service specifications or strategies, manufacturing, equipment, production volumes, and production schedules and any other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party’s businesses, and any notes, summaries, reports, analyses, extracts or other material created, reflecting, based on, or derived by the Receiving Party, its Affiliates or their respective Authorized Parties, in whole or in part, from any of the foregoing information. “Confidential Information” further includes, but is not limited to, personal data, which is data relating to an identified or identifiable (directly or indirectly) natural person or as otherwise defined by applicable law, whichever is broader.

1.5 **“Term”** starts when this Agreement is duly signed by both Parties, becoming effective, and shall continue to remain in effect until the earlier of: (1) the certified return or destruction of all disclosed Confidential Information; and (2) the execution of a definitive agreement between the Parties relating to the Transaction(s) that includes appropriate confidentiality protections.

**PROTECTION OF CONFIDENTIAL INFORMATION**

2.1 The Receiving Party agrees to:

(a) protect the confidentiality of Disclosing Party’s Confidential Information in whatever form maintained;

(b) use the Disclosing Party’s Confidential Information only for the purposes of evaluating possible Transaction(s);

(c) use at least the same degree of care as with its own Confidential Information, which shall be at least a commercially reasonable standard of care, to prevent disclosure of the Disclosing Party’s Confidential Information, except to Authorized Parties who are also bound by the same confidentiality obligations as the Receiving Party, solely to the extent necessary to permit them to assist the Receiving Party in evaluating Transaction(s);

(d) comply with all applicable laws and regulations, including all export control laws and regulations, of all countries under whose jurisdiction the transfers of information occur; and

(e) hold strictly confidential and not disclose to any entity (other than those described in 2.1(c)) that the Disclosing Party’s Confidential Information has been made available, that the Receiving Party is considering Transaction(s) or that the Parties have had or are having discussions or negotiations with respect thereto.

2.2 The Receiving Party agrees to be responsible for any breach of this Agreement by its Authorized Parties. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable law, and trade secrets shall be maintained.

2.3 The Receiving Party shall notify the Disclosing Party in writing promptly upon discovery of any loss, unauthorized disclosure or use of the Disclosing Party’s Confidential Information, or any other breach of this Agreement. In any such event, the Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party to regain possession of all such Confidential Information, and shall prevent any further unauthorized disclosure or use.

2.4 This Agreement shall be inoperative as to particular portions of the Disclosing Party’s Confidential Information that: (a) is or

becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Authorized Parties; (b) is, at the time of disclosure, already in the Receiving Party’s possession, provided that such information is reasonably believed by the Receiving Party after due inquiry not to be subject to any obligation of confidentiality (whether by agreement or otherwise); (c) is or becomes available to the Receiving Party or its Authorized Parties on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the knowledge of the Receiving Party after reasonable inquiry, prohibited from disclosing to the Receiving Party - 2 -such Confidential Information by any obligation of confidentiality (whether by agreement or otherwise); or (d) was independently developed by the Receiving Party or its Authorized Parties, without reference to the Confidential Information.

2.5 The Disclosing Party may elect at any time by written notice to the Receiving Party to terminate further access to the Disclosing

Party’s Confidential Information.

2.6 Upon (a) written request or (b) the Receiving Party’s election to discontinue review of the Disclosing Party’s Confidential

Information, whichever occurs first, the Receiving Party will, unless otherwise agreed to by the Parties in writing in a definitive agreement relating to the Transaction(s), immediately return or destroy, with such return or destruction to be certified by the Receiving Party, all Confidential Information disclosed to it, without retaining any copy thereof in any format (except a copy of this Agreement). Confidential Information that have been created pursuant to an automated document archiving and/or back-up process may be deleted in accordance with the Receiving Party’s document archiving and/or back-up policies or procedures. Archived/backed-up and/or orally communicated Confidential Information will continue to be held confidential.

2.7 If the Receiving Party, its Affiliates or their respective Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any of the Disclosing Party’s Confidential Information, such Party shall provide the Disclosing Party with prompt written notice of each such request so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Receiving Party with the provisions of this Agreement, or both. The Receiving Party shall provide the Disclosing Party with reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement and will use its reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

**NO LICENSES OR WARRANTIES**

3.1 Each Party shall retain ownership of all of its Confidential Information and intellectual property. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, to any intellectual property, although the parties may provide for such a license in an express written agreement. In addition, unless otherwise agreed to by the Parties in writing in a definitive agreement relating to the Transaction(s), the Receiving Party and its Authorized Parties may not pursue or obtain intellectual property based on, building upon, stemming from, or derived from, whether in whole or in part, the Disclosing Party’s Confidential Information disclosed under this Agreement.

3.2 The Parties agree that each Party makes no representation or warranty as to the accuracy or completeness of any Confidential Information provided pursuant to this Agreement.

**OTHER AGREEMENTS**

4.1 This Agreement contains the entire understanding between the Parties relating to the subject matter contained herein and

supersedes all prior understandings between the parties relating thereto. No change, modification, addition to, or waiver of, any provision of this Agreement shall be binding unless in writing and signed by both Parties.

4.2 This Agreement may be executed in multiple counterparts, and any electronic transmission of any signature of a party shall be deemed an original.

4.3 This Agreement will be binding on and inure to the benefit of the Parties hereto and their Authorized Parties, respective successors, and permitted assigns. Neither Party may assign this Agreement or any of their rights and obligations hereunder, or delegate the performance thereof to a third party without the prior written consent of the other Party, which will not unreasonably be withheld.

4.4 Any and all obligations of confidentiality, as well as claims for breach of the Agreement, shall nonetheless survive termination and/or expiration of this Agreement unless otherwise agreed between the Parties in writing.

4.5. The official language of this Agreement shall be English. This Agreement shall be governed by and interpreted in accordance with the laws of England. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules of Arbitration. The seat, or legal place, of the arbitration shall be Istanbul (TR). The language to be used in the arbitration shall be English.



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| **Kibrit Creative Solutions** | | **Client** | |
| Signature |  | Signature |  |
| Print or Type Name | Hüseyin Durak | Print or Type Name |  |
| Title: | Brand Owner | Title: |  |
| Date: |  | Date: |  |