

## **CONFIDENTIALITY AGREEMENT**

### **1. THE PARTIES AND DEFINITIONS**

This Agreement is entered into between **World Medicine İlaç Sanayi ve Ticaret Anonim Şirketi** whose principal place of business is located at “15 Temmuz Mahallesi Cami Yolu Caddesi WM Plaza No:50 Güneşli Bağcılar/İstanbul” and (**BUSINESS PARTNER**) whose principal place of business is located at (**BUSINESS PARTNER’S ADRESS**) under the following terms and conditions.

In this Agreement;

World Medicine İlaç Sanayi ve Ticaret Anonim Şirketi will be briefly referred as “**DISCLOSER**” and (**BUSINESS PARTNER**) as “**RECIPIENT**”,

**DISCLOSER** and **RECIPIENT** together as the “**PARTIES**”, separately as the “**PARTY**” hereinafter.

The work of ..... to be carried out between the Parties will be referred as the “**PROJECT**” hereinafter.

The information described in Article 3 below will be referred to as the “**Confidential Information**” hereinafter.

### **2. SUBJECT OF THE AGREEMENT**

This Agreement sets out the rules and procedures regarding the use and disclosure of any kind of information, method and trade secret described in Article 3 which are exchanged between the **PARTIES** within the scope of the **PROJECT**.

### **3. DEFINITION OF CONFIDENTIAL INFORMATION**

For the purposes of this Agreement, the Confidential Information includes but is not limited to any kind of intellectual and industrial rights and applications related thereto and methods, techniques, formulae, compositions, compounds, organisms, equipment, research data, clinical and pharmacological data, marketing and sales data, data processing information, information about employees, customer lists, financial and cost data and any know-how and trade secrets in possession of either **PARTY** or an invested company or affiliate or subsidiary thereof or of any third party doing business with either **PARTY**, which are not in public domain, as well as any trade secrets and other competition sensitive information acquired or disclosed by either **PARTY** verbally, in writing or by other tangible or intangible means in connection with the **PROJECT**, including but not limited with inventions, pharmacological properties of products, formulae, clinical studies, medical information, ideas, concepts, promotion projects, techniques, designs, specifications, drawings, plans, visuals, diagrams, charts, models, samples, prototypes, specimens, flow charts, computer programs, diskettes, marketing plans, financial plans, financial reports, information for product registrations, information about prices in foreign markets, business plans, names and addresses of customers or suppliers, detailed information about human resources and other technical, financial and business information.

If either **PARTY** wants that any information disclosed by it verbally be treated as Confidential Information by the **PARTY** receiving such information, it shall notify to the other **PARTY** in writing that such information is Confidential Information within 30 (thirty) days after disclosing of such information. The information shall not have deemed to be Confidential Information unless otherwise it is not notified to the other party in writing within 30 (thirty) days after disclosed by orally.

The **PARTIES** will mark the documents containing Confidential Information with a caveat such as "Confidential", "Confidential Information", etc. before delivering them to the other **PARTY**. On the

envelop of any documents containing Confidential Information sent by courier, etc. to the other **PARTY**, the name of the consignee will always be stated and the consignee will be informed about the delivery.

Title to any information disclosed and any document delivered in the course of performance of the contract, including any intellectual and industrial rights attached thereto, will always be retained by the disclosing **PARTY**. Each **PARTY** will determine at its sole discretion the scope of any Confidential Information to be disclosed to the other **PARTY** as it deems fit and necessary.

#### **4. PROTECTION OF CONFIDENTIAL INFORMATION**

**4.1.** Each **PARTY** agrees, declares and undertakes that it shall;

- a) keep any Confidential Information disclosed to it or acquired by it in the course of commercial relations strictly confidential;
- b) not give or disclose to or otherwise put such Confidential Information at the disposal of any third party;
- c) not use such Confidential Information directly or indirectly for a purpose other than the purposes of the **PROJECT**;
- d) not use such Confidential Information directly or indirectly in a manner so as to give harm to the other **PARTY** or to gain commercial benefits from such use.

**4.2** The **PARTIES** shall disclose the Confidential Information only to those employees and consultants of them who need such Confidential Information for the performance of the contracted work and warn them that the information disclosed to them are Confidential Information. In addition, the **PARTIES** agree that are obliged to ensure that their respective employees and consultants are bound with the terms and conditions of this Agreement.

**4.3** Each **PARTY** agrees, declares and undertakes that as a bona fide rule it shall give and ensure that its employees and consultants give due care and diligence to the protection of the Confidential Information disclosed to it hereunder as if such Confidential Information is its own confidential information.

**4.4** Each **PARTY** agrees, declares and undertakes that in the event that any Confidential Information is disclosed by any of its employees or consultants in violation of this Agreement, it shall indemnify the other **PARTY** for any loss it may have incurred due to such disclosure.

**4.5** Each **PARTY** agrees that it shall not reproduce any Confidential Information in part or whole without express written permission of the other **PARTY**.

**4.6** In the event that the **PROJECT** or any other project carried out jointly by the **PARTIES** are cancelled, any and all writings, software programs, graphics, tables or diagrams designated as Confidential Information and any and all documents, diskettes and other materials containing thereof in possession of either **PARTY** shall be immediately returned to the other **PARTY** upon its request under a protocol to this effect.

**4.7** Each **PARTY** agrees and undertakes that it shall not disclose any Confidential Information to any real person and legal entity, including but not limited its partners, invested companies, affiliates, or permit them to use any Confidential Information without prior written consent of the other **PARTY**.

#### **5. LIMITS ON CONFIDENTIAL INFORMATION**

It is understood that the term "Confidential Information" does not include information which:

- a) was known prior to receiving without breach of this Agreement;
- b) has become publicly known through no breach of this Agreement by either **PARTY**;

- c) is permitted to be disclosed with prior permission of the other **PARTY** without being subject to any confidentiality obligation.
- d) is independently developed by or on behalf of either **PARTY** without use of or reference to Confidential Information; or
- e) was ordered to be publicly released by the requirement of a law or regulation in effect or by a court order or administrative order, providing, however, that the **PARTY** who is required to disclose such information will immediately notify such court order or administrative order in writing to the other **PARTY**. The **PARTY** who is required to disclose such information will assist the other **PARTY** in its efforts to cancel such order or, if such order cannot be cancelled, disclose such information only to the extent that such disclosure will fulfill the requirement of the order.

## **6. RIGHTS, PRIVILEGES AND PRIORITIES RELATED WITH CONFIDENTIAL INFORMATION**

**6.1** Each **PARTY** agrees that title to and responsibility for any right in the Confidential Information are held by the **PARTY** disclosing such Confidential Information and that disclosure of such information shall not grant any right, privilege or priority to the **PARTY** who is recipient of such information.

**6.2** The receiving **PARTY** agrees and undertakes that it shall not apply to any institution for registration of any right in a trademark, patent, utility model or design developed by it through the Confidential Information disclosed to it by the other **PARTY** and that such right or rights, including but not limited with copyrights, shall be solely retained by the disclosing **PARTY**.

**6.3** Each **PARTY** agrees and undertakes to indemnify the other **PARTY** for any loss incurred by the other **PARTY** as a result of disclosure of any Confidential Information in breach of this Agreement.

## **7. TERM AND NO-TRANSFER**

This Agreement is executed for an indefinite period of time. It shall remain in effect after the termination of the **PROJECT** carried out jointly by the **PARTIES**. Neither **PARTY** may transfer and assign any right or obligation arising from this Agreement to a third party without prior written consent of the other **PARTY**.

## **8. RETURN AND DESTRUCTION OF THE CONFIDENTIAL INFORMATION**

Each **PARTY** agrees and undertakes to return the Confidential Information and all documents, diskettes, tables, software programs and similar materials containing thereof in its possession to the other **PARTY** and to destroy all copies thereof immediately upon the request of the other **PARTY**.

## **9. APPLICABLE LAW AND COMPETENT COURT**

Language of this Agreement is English. In the event that there is any contradiction between the English version and the translation of this Agreement in any language, the English version will prevail. This Agreement shall be subject to the Turkish law. Any dispute between the parties arising out from or in connection with this Agreement shall be resolved by Bakırköy Courts and Execution Offices.

## **10. SEVERABILITY**

In the event that any provision of this Agreement is deemed invalid, unlawful or unenforceable, the remaining provisions shall remain in effect as valid, lawful and enforceable provisions.

## **11. WAIVER**

**11.1** Failure of either **PARTY** to use or delay in using of any right or relief provided by this Agreement in part or whole will not be construed as a waiver of such right or relief, nor will it preclude that **PARTY** to use such right or relief at a later date to the full extent or any other right or relief provided hereunder.

**11.2** Waiver by either **PARTY** of a right arising from or failure of that **PARTY** to take an action against a breach of any provision of this Agreement by the other party will not be construed as a waiver by that **PARTY** of the right arising from a breach of the same or other provisions of this Agreement.

## **12. PROTECTION OF PERSONAL DATA**

The **PARTIES** shall strictly comply with the laws applicable to the processing by such Party of personal data regarding the other Party or its employees and consultants. Such personal data shall be in any event treated as Confidential Information.

## **13. NOTICES**

All notices required hereunder shall be sent to the addresses of the **PARTIES** given herein by registered mail or via a notary public or by a courier service. The date when a notice is received shall be the date of such notice.

Consisting of 13 (thirteen) articles, this Agreement is executed in 2 (two) copies between the **PARTIES** on .../.../2021.

**WORLD MEDICINE İLAÇ  
SANAYİ VE TİCARET  
ANONİM ŞİRKETİ**

**BUSINESS PARTNER**  
(Signature)