



ORTADOĐU RULMAN SANAYİ VE TİCARET A.Ş.

NON DISCLOSURE AGREEMENT

between

ORTADOĐU RULMAN SANAYİ VE TİCARET A.Ş.

Eskişehir Yolu No: 294

06800 Lodumlu – ANKARA

TÜRKİYE

- hereinafter referred to as “**ORS**”-

and

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- hereinafter referred to as “**Supplier**”-

PREAMBLE

Whereas the Parties hereto

- intend to exchange confidential information
- wish to avoid any misuse of such information,

the Parties hereto agree as follows:

1. ORS intends to provide the Supplier with the following business:

“purchase/sale/production of ball bearings, roller bearings....”

2. The Supplier hereby undertakes to keep strictly confidential all and any information that he directly or indirectly has received or shall receive from ORS. The Supplier shall ensure that this information shall neither be released to any third party nor misused in any other way.
3. Information as used in Section 2 above covers particularly
 - know-how as well as any and all result which has been or will be achieved or used in connection with relationship between both parties and/or
 - the description of the business and/or
 - the envisaged time schedules, target requirements and ideas for the execution of the business and/or
 - any other information which is not publicly available and which the Partner has received or will receive in connection with the business with ORS and/or
 - data of any kind, knowledge, experience or technologies (collectively, the “information”) and/or
 - software and related papers, computer print-outs, other data media, electronic data processing records and / or other documents, in particular drawings, descriptions, specifications, reports (collectively, the “Documents”) and/or

- samples, models, or type-specific devices such as tools or measurement devices (collectively, the “Devices”) and/or
 - business volume, quantity, prices.
4. The confidentiality obligations under this Agreement shall also apply to all employees of the Supplier and any other person who may be involved in the business on behalf of the Supplier, regardless of kind and legal basis of the respective cooperation. The Supplier undertakes to impose respective confidentiality obligations on those employees and persons (if that is not the case yet).
 5. The confidentiality obligations under this Agreement shall remain binding beyond the termination of this business.
 6. The confidentiality obligations under this Agreement shall not apply to the extent that the respective information
 - is publicly available, or
 - becomes publicly available without fault of the Supplier, or
 - was lawfully received by the Supplier from any third person, or
 - is known to or independently developed by the Supplier, or
 - must be disclosed according to mandatory law.
 7. Exclusive jurisdiction for all and any disputes arising out of or in connection with this Agreement is Ankara / TURKEY. All and any disputes arising out of or in connection with this Agreement will be solved in Ankara / TURKEY Arbitration.

IN WITNESS WHEREOF this Agreement has been executed by the parties in duplicate, each party taking one copy, on the date mentioned below.

[place, date]

[place, date]

Signature

Signature

ORS

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