

**NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT**

by and between:

..... company, having its principal place of business (the Discloser)

and

Bamina Jewellery Ltd.. a corporation with its principal place of business at Mollafenari Mah Atikalipasa Medresesi Sokak No: 16/13 34120 Istanbul (the Recipient)

1. Definition of Confidentiality. "Confidential Information" refers to any (i) information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans, strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.
2. Intellectual Property. Intellectual property includes but is not limited to, present and future rights to intellectual property including improvements in whole or in part by the Discloser, trademarks (whether registered or common law trade mark), patents, designs and copyrights.
3. Nondisclosure and Nonuse Obligations. Recipient will maintain in strict confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those employees who need to know such information, and certifies that such employees are bound by a confidentiality agreement.
4. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under section 2 shall survive the termination of any other relationship between the parties. Upon termination of any relationship, Recipient will promptly deliver to Company (without retaining any copies) all documents and other materials furnished to Recipient by Company.
5. Governing Law and Jurisdiction. This Agreement shall be governed exclusively by Turkish law.
6. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law. Company shall be entitled to injunctive relief and / or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ... COMPANY:

By: _____

Name: _____

Title: _____

RECIPIENT

By: Bamina Jewelry

Name: Behlül Ağaoğlu

Title: Co-Founder

