**FRAMEWORK BILATERAL CONFIDENTIALITY AGREEMENT**

This Bilateral Framework Confidentiality Agreement (the “**Agreement**”) is entered into between:

|  |  |
| --- | --- |
| **Ford Otomotiv Sanayi A.Ş.,** a corporation, registered at Istanbul Trade Registry No: 73232 ([www.fordotosan.com.tr](http://www.fordotosan.com.tr)) having its registered office at Akpinar Mahallesi, Hasan Basri Caddesi No:2, Sancaktepe, Istanbul, Turkey ("**Ford Otosan**") | **[trade title of the counter party]** a corporation established and existing under the laws of the [country of incorporation], registered at [name of the registry] Trade Registry with registration number [number], having its registered office at [registered address]("**Company**") |

In this Agreement, Ford Otosan and the Company shall each be referred to as a “**Party**” and collectively as the “**Parties**.”

**INTRODUCTION**

1. **Ford Otosan** engages in the design, development, production, assembly, supply, export, import, sale of Ford-branded motor vehicles and their components, and the provision of related after-sales services under licensing agreements with Ford Motor Company.
2. **The Company** engages in [activity/specialization].
3. This Agreement shall apply to the exchange of INFORMATION between the Parties within the scope of all existing and potential business relationships including requests for proposal, negotiations, collaborations, projects, feasibility studies, contract negotiations (“**Discussions**”) during the term of this Agreement.

In this context, the Parties agree as follows:

1. **Definitions**

In this Agreement, the following terms, written with initial capital letters, shall have the meanings set forth below:

**INFORMATION**: Any confidential information or trade secrets belonging to the Disclosing Party or its licensors, **(i)** provided to the Receiving Party, within the scope of this Agreement, by any means including written, printed, oral, visual, magnetic, electronic, etc., or **(ii)** to which the Receiving Party gains access due to the relationship between the Parties. All information provided under this Agreement, even if not marked as “CONFIDENTIAL,” shall be considered as trade secret and fall within the definition of INFORMATION.

**Ford**: Ford Motor Company, located at The American Road, Dearborn, Michigan, USA, or any companies or entities controlled by Ford Motor Company, or in which Ford Motor Company owns at least 30% of the shares.

**Receiving Party**: The Party receiving INFORMATION.

**Disclosing Party**: The Party disclosing INFORMATION.

**Affiliate**: Any person or entity in which the relevant Party directly or indirectly owns: **(a)** a majority of the capital or voting shares, or **(b)** the right to appoint a majority of the members of the board of directors. For the avoidance of doubt, Ford and Koç Holding A.Ş. shall be deemed as Affiliates of Ford Otosan.

**Reasonable Care**: The same level of care that the Receiving Party uses to protect its own “CONFIDENTIAL” information, but in no event less than the level of care a prudent businessperson would use.

**Representative**: Any officers, representatives, employees, agents, consultants, lawyers, suppliers, or subcontractors of either Party or its Affiliates.

1. **Use and Non-Disclosure of INFORMATION**
	1. The Receiving Party may use the INFORMATION solely for the purpose of carrying out the subject matter of this Agreement.
	2. The Disclosing Party does not give any representation, warranty or undertaking that the INFORMATION is accurate, complete and free from errors or defects.
	3. The Receiving Party may not disclose the INFORMATION to third parties. Disclosure to Representatives of the Receiving Party is permitted only to the extent necessary to perform the purpose of this Agreement and to the extent necessary. The Receiving Party shall ensure that Representatives comply with the confidentiality obligations set out in this Agreement and shall bind them with confidentiality agreements that are no less stringent than those in this Agreement. The Receiving Party shall be liable for any damages arising from for such Representatives’ breach hereof.
	4. The Receiving Party shall, for a period of ten (10) years after receiving the INFORMATION: **(a)** keep the INFORMATION confidential; **(b)** not disclose the INFORMATION to third parties; **(c)** use Reasonable Care to protect the INFORMATION; and **(d)** immediately notify the Disclosing Party in case of any unauthorized access by any third party or breach of confidentiality of the INFORMATION.
	5. Each Party may disclose the INFORMATION to its Affiliates if necessary, provided they are informed of the confidentiality obligations. Such disclosure shall not constitute a breach of confidentiality obligation.
	6. The Company may have access to information regarding Ford Otosan, a publicly traded company subject to the regulations of the Capital Markets Board of Türkiye (“**CMB**”), which has not yet been disclosed to the public and may have the potential to affect the investment decisions of investors. As per the regulations of CMB, ensuring the confidentiality of such information is the responsibility of all parties who have access to it. Access to such information is granted to the Company solely for the purpose of Discussions, and using the information for any other purpose or sharing it with third parties shall constitute a violation of capital market regulations and may result in the imposition of financial, legal and criminal sanctions on those responsible. The Company acknowledges this and commits to informing Representatives and third parties of these obligations.
2. **Exceptions to Confidentiality Obligations**

Confidentiality and limited use obligations under this Agreement shall not apply to:

* 1. INFORMATION that becomes publicly available through means other than a breach of confidentiality by the Receiving Party;
	2. INFORMATION already known to the Receiving Party before disclosure, as evidenced in written;
	3. INFORMATION obtained legally from third parties who have no confidentiality obligation to the Disclosing Party;
	4. Information independently developed by Representatives of the Receiving Party who had no access to the INFORMATION;
	5. INFORMATION for which the Disclosing Party has granted written permission to be exempted from confidentiality obligations.
1. **No Rights, Licenses, or Permissions Granted**
	1. Nothing in this Agreement shall be construed as granting any rights, licenses, permissions, authorities or privileges over any intellectual property or other commercial rights owned or potentially owned by the Disclosing Party or its licensors, in relation to INFORMATION.
	2. The Receiving Party shall not breach the Disclosing Party’s rights in relation to INFORMATION, shall use Reasonable Care to protect these rights, and shall cooperate in good faith with the Disclosing Party in this regard.
2. **Return of INFORMATION**
	1. Upon termination or expiration of the Discussions or this Agreement, or upon request by the Disclosing Party, the Receiving Party shall, at its own expense, promptly return or destroy the INFORMATION and all originals and copies of all documents, equipment and hardware containing INFORMATION, and shall document such destruction with a certificate signed by its authorized representative.
	2. For the avoidance of doubt, the Receiving Party may retain (subject to the limitations in the Agreement in each case): **(i)** electronic backup copies created in the ordinary course of business and **(ii)** copies of documents or board meeting minutes that must be retained under applicable law, judicial decision and/or administrative order and/or decision or rules of stock exchange.
3. **Advertising, Public Disclosures, Mandatory Disclosures**

The Parties shall not disclose INFORMATION to third parties, use it for advertising or promotional purposes, unless **(i)** with the prior written consent of the other Party, **(ii)** required by applicable law, judicial decision and/or administrative order and/or decision, or **(iii)** mandated by applicable law, judicial decision and/or administrative order and/or decision. If disclosure is required in this respect, the Party who is required to make the disclosure shall, to the extent permitted by applicable law, decision and/or order, inform the other Party of the timing, content, and medium of the disclosure in advance, and the Parties shall agree on the content and timing of the disclosure. Disclosures made under paragraphs (ii) and/or (iii) shall be limited to the extent legally required.

1. **Personal Data Protection**

If personal data processing is necessary under this Agreement, the Parties shall comply with applicable data protection laws and maintain personal data as confidential. In terms of the detailed obligations of the Parties regarding personal data, Ford Otosan reserves the right to request the execution of an appropriate Personal Data Processing Agreement between the Parties.

1. **Notices**
	1. All notices related to this Agreement shall be sent to the addresses specified in this Agreement, to the attention to [Chief Financial Officer]. Daily operational communications may be conducted via e-mail.
	2. If a Party wishes to change its notice address, it must notify the other Party within a reasonable period of time. Otherwise, notices sent to the old address shall remain valid.
2. **Information Security**

If Company needs to access Ford Otosan’s facilities and/or systems, it shall comply with the security measures deemed appropriate by Ford Otosan and ensure that its Representatives comply as well.

1. **Evidential Agreement**

The Parties agree that in resolving disputes arising from this Agreement, electronic communications, transactions, and records maintained by the Parties shall, to the extent permitted by law, constitute valid and binding evidence under applicable law, even if they do not contain a signature as set out in the applicable law, and this clause shall be deemed as an evidential agreement.

1. **Force Majeure**
	1. If any obligation under this Agreement cannot be fulfilled due to force majeure, the affected Party shall not be held responsible for failure to fulfill its obligations to the extent and for the period affected by force majeure.

To qualify an event as force majeure, the following conditions must be met:

1. It occurs after the date of the Agreement,
2. It is unforeseeable and unavoidable by a prudent businessperson,
3. It unavoidably prevents the fulfillment of obligations under the Agreement,
4. The non-performance of any obligations is not a direct or indirect result of the affected Party’s actions.

Force majeure includes, but is not limited to, natural disasters, war, civil war, occupation, acts of external forces, insurrection, revolution, rebellion, laws/regulations/rules/orders military forces, or laws, regulations, orders issued by military forces or governmental authorities, expropriations, boycotts or general strikes, lockouts, import restrictions.

* 1. The affected Party shall immediately, and within three (3) business days at the latest, notify the other Party in writing of the force majeure event, shall evaluate in good faith the other Party's suggestions for mitigating the damages, and immediately take necessary actions to mitigate the damages. The obligations of the Parties as set out under this Agreement shall continue after the end of the force majeure event.
	2. In case of force majeure, the relevant Party must prove to the other Party the existence of force majeure and its effect on the performance of its obligations under the Agreement, within 7 (seven) days following the date of occurrence of force majeure, with documents duly issued by the competent authorities (e.g. Chamber of Commerce), or if the competent authority fails to prepare such a document, with a written document suitable to prove the existence of force majeure.
1. **Duration and Termination of the Agreement**
	1. This Agreement shall come into effect on the date of signature and shall remain in force unless terminated in accordance with the provisions of the Agreement by Parties / either Party.
	2. Except in cases where an agreement is concluded to manage the business relationship between the Parties within the scope of Discussions and where such agreement remains in force, each Party has the right to unilaterally terminate the Agreement by providing written notice to the other Party thirty (30) days in advance without any obligation to the other Party.
	3. Articles 2.3, 2.4, 2.5, 2.6, 4, 5, 6, 10, and 13.8 of the Agreement shall remain valid even after the termination or expiration of the Agreement.
2. **Miscellaneous Provisions**
	1. Nothing in this Agreement shall prevent the Parties from engaging in discussions or entering into agreements with other parties regarding the matters addressed in the Agreement.
	2. This Agreement cannot be interpreted as a commitment to enter into a business relationship or to reach an agreement regarding the Discussions. Whether to enter into a business relationship is at the discretion of the Parties. Each Party acknowledges that it is responsible for any costs and risks associated with its activities during the Discussions.
	3. This Agreement supersedes all previous correspondence, proposals, statements, and agreements between the Parties regarding the confidentiality of INFORMATION. However, if there are any obligations between the Parties arising from prior agreements, practices or transactions, such obligations shall not be affected by the signing of this Agreement.
	4. Amendments and additions to this Agreement shall be valid and binding only if made in writing by authorized representatives of the Parties.
	5. If any provision of the Agreement is found to be unenforceable, invalid or contrary to applicable law, the remainder of the terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such a case, the Parties shall replace such provisions with similar but enforceable provisions and the existence and integrity of the Agreement shall

intact.

* 1. Neither Party may partially or completely assign or transfer the Agreement and/or its rights and obligations under the Agreement without the prior written consent of the other Party.
	2. Partial or complete failure of or delay on exercising any right or remedy arising from the Agreement, or failure to assert a breach of any provision of the Agreement or failure to terminate the Agreement due to legitimate reason or waivers on these matters shall not constitute a waiver of the right or remedy arising from the Agreement or shall not affect the validity of the related provision. Waivers that are not in writing and not signed by the waiving Party shall be invalid.
	3. **Governing Law and Dispute Resolution**
		1. This Agreement shall be governed and construed in accordance with the laws of Republic of Turkey without recourse to its or any other conflicts or choice of laws rules.
		2. The Parties shall use their best endeavors to negotiate in good faith and settle amicably and as quickly as possible, and in any event for a period not longer than thirty (30) days from the date one Party raised in writing the dispute to the other Party, any dispute or controversy between the Parties, which may arise, related to this Agreement. If such dispute or controversy cannot be settled amicably within such period and unless the Parties otherwise agree in writing, it shall be finally settled via arbitration at Istanbul Arbitration Centre of Turkey in accordance with its arbitration rules (“**Rules**”).

* + 1. The arbitration tribunal shall be comprised of a sole arbitrator, which shall be appointed in accordance with the Rules.
		2. The arbitration shall take place in Istanbul, Turkey. The arbitration proceedings shall be conducted in English and the arbitration award shall be written in English.
		3. The arbitration award shall be final and binding on both Parties and the Parties waive all rights to challenge the award to the extent that such waiver can validly be made.
		4. The arbitration award shall deal with the question of costs of arbitration, attorney’s fees and all matters related thereto. The arbitrators shall not award punitive damages. Any monetary award shall be denominated in Euros, shall only be satisfied to the extent that such award is received by the prevailing Party in its country of incorporation, and shall stipulate a rate of interest, deemed appropriate by the arbitrator, which shall run from the date of breach until the date when the award is fully satisfied.
		5. The arbitration award shall be promptly satisfied by the Party against whom it is granted, free of any withholding tax, deduction or offset. Any cost, fee, or withholding tax incident to enforcing the award shall, to the maximum extent permitted by law, be charged against whom the award is rendered. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for the judicial recognition of the award or an order of enforcement thereof, as the case may be.
		6. Each Party acknowledges that violations of the provisions of this Agreement may cause irreparable harm to the other Party not adequately compensable by monetary damages. Each Party agrees that, in the event of breach or threatened breach of this Agreement, the non-breaching party may seek injunctive relief from a court of law in any jurisdiction, without prejudice to any other remedy available to it under Turkish law or any other applicable law, pending the outcome of an arbitration proceeding.
		7. For the avoidance of doubt, the Parties agree that the term Confidential Information shall include all information, documents and awards related to or in the dispute resolution and arbitration procedures, together with all materials created for such purpose and all other documents produced in such proceedings not otherwise in the public domain, save and to the extent that disclosure may be required by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority.

**IN WITNESS WHEREOF**, The Agreement has been prepared and signed in two (2) copies on [date] by the authorized representatives of the Parties.

|  |  |  |
| --- | --- | --- |
| Ford OtosanFORD OTOMOTIV SANAYI A.Ş. |  | Company**[Trade Name]** |
|  |  |  |
|  |  |  |
| Ercan Emrah DUMAN Ford Trucks Leader |  | **Ozan Nalcıoğlu** Ford Trucks Tribe Leader |  |  | NameTitle |  |