Mutual Non-Disclosure Agreement

UNSIGNED REVIEW TEMPLATE · v1.0

For discussion and adaptation to the specific project. This is not an executed agreement or legal advice. Complete all bracketed fields, review the applicable law and agree the final wording before signature.

Parties and project details

Party A — CNC-TURKEY

Full legal name: CNCTURKEY Teknoloji Sanayi ve Dış Ticaret Limited Şirketi

Registered address: Sanayi Mah. Teknopark Blv. No: 1/4C İç Kapı No: Z08, Pendik, Istanbul, Türkiye

Registration / tax reference: 1143372 / 2111559671

Notice contact / email: info@cnc-turkey.com

Party B

Full legal name: [TO COMPLETE]

Registered address: [TO COMPLETE]

Registration / tax reference: [TO COMPLETE]

Notice contact / email: [TO COMPLETE]

Effective date: [TO AGREE]

Permitted purpose / project reference: [DEFINE PRECISELY]

Disclosure period from effective date: [NUMBER OF MONTHS]

Confidentiality period after each disclosure: [NUMBER OF YEARS]

Termination notice period: [NUMBER OF DAYS]

Governing law: [COUNTRY / LAW TO AGREE]

Exclusive dispute forum: [COURT / PLACE OR AGREED ARBITRATION TERMS]

Agreement language / prevailing version: [TO AGREE]

Earlier disclosures covered (if any): [IDENTIFY OR STATE NONE]

Confidentiality terms

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1. Purpose and mutual roles

Each party may disclose information to the other for the permitted purpose identified on page 1 (the Purpose). Each acts as Disclosing Party for its own information and Receiving Party for information it receives. This agreement covers disclosures during the agreed disclosure period and only those earlier disclosures expressly identified on page 1.

2. Confidential information

Confidential Information means non-public information disclosed in any form that is marked confidential or should reasonably be understood as confidential from its nature or the circumstances. It includes drawings, CAD files, specifications, tolerances, samples, process data, software, pricing, quotations, customer and supplier information, and project communications. Oral disclosures should be identified as confidential when made and confirmed in writing where practical.

3. Exclusions

The obligations do not apply to information the Receiving Party can demonstrate was lawfully known without restriction before disclosure; becomes public without breach; is lawfully received from a third party without a confidentiality duty; or is independently developed without use of the Confidential Information.

4. Permitted use and protection

The Receiving Party shall use Confidential Information only for the Purpose, apply reasonable care and at least the care used for its own comparable confidential information, restrict access and copying to what is necessary, and not disclose it except as permitted below. It shall not reverse engineer samples or software unless expressly authorised in writing for the Purpose.

Confidentiality terms

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5. Authorised recipients

Access may be given to employees and professional advisers who need to know for the Purpose and are bound by confidentiality duties no less protective than this agreement. Disclosure to other external technical recipients, including specialist process partners, requires the Disclosing Party's prior written approval defining the permitted information and task, and equivalent confidentiality duties. The Receiving Party remains responsible for compliance by recipients to whom it discloses information.

6. Legally required disclosure

If disclosure is required by law or a binding order, the Receiving Party shall, to the extent legally permitted, promptly notify the Disclosing Party, reasonably cooperate in seeking protection and disclose only the information legally required.

7. Unauthorised access or disclosure

On discovering loss, unauthorised access, use or disclosure, the Receiving Party shall notify the Disclosing Party without undue delay and reasonably cooperate to contain the incident and limit further disclosure.

8. Return and deletion

On written request or when no longer needed for the Purpose, the Receiving Party shall return or securely delete Confidential Information and relevant copies, and confirm completion on request. A copy may be retained where required by law, professional duties or automatic backups not reasonably accessible in ordinary operations; retained information remains protected and may not be used for another purpose.

9. Ownership and separate arrangements

All intellectual property remains with its owner. This agreement grants only the limited right to use information for the Purpose, gives no other licence and requires neither party to place an order or proceed with a transaction. Information is supplied without a warranty of accuracy or suitability unless separately agreed. Any personal data or export-controlled information must also be handled under applicable law and any additional arrangements required.

Confidentiality terms

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10. Duration and continuing duties

The agreement takes effect on the effective date agreed on page 1. Either party may end future disclosures by written notice within the agreed notice period. For each disclosure, confidentiality and use restrictions continue for the period agreed on page 1; trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Termination does not release obligations already arising.

11. Governing law and remedies

The governing law and exclusive dispute forum shall be completed on page 1 by mutual agreement. Either party may seek remedies available under that law for breach, including interim relief where available. No fixed penalty or limitation of liability is created by this template.

12. Entire agreement and signature

The final signed agreement and its expressly identified attachments constitute the parties' agreement on confidentiality for the Purpose and supersede earlier discussions on that subject. Changes require written agreement by authorised representatives. Neither party may assign it without the other's written consent. Mandatory law prevails; any unenforceable provision shall be addressed without invalidating the remainder to the extent permitted. Both parties must complete the open fields and sign; downloading this template or submitting a website form is not acceptance.

Execution by authorised representatives

Party A — CNC-TURKEY

CNCTURKEY Teknoloji Sanayi ve Dış Ticaret Limited Şirketi

Authorised representative: [TO COMPLETE]

Title: [TO COMPLETE]

Signature: _____

Date: _____

Party B

Full legal name: [TO COMPLETE]

Authorised representative: [TO COMPLETE]

Title: [TO COMPLETE]

Signature: _____

Date: _____