

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is entered into on [●] by and between:

- (i) **BORUSAN ENBW ENERJİ YATIRIMLARI ve ÜRETİM A.Ş.** (“**Disclosing Party**”), a company established under the laws of Republic of Turkey, registered before the Istanbul Trade Registry with registry no. 638441 and having its headquarters at Pürtelaş Hasan Mahallesi Meclisi Mebusan Caddesi No. 35 Kat:7 Salıpazarı-Beyoğlu/İstanbul; and
- (ii) [●], a company established under the laws of [●], registered before the [●] Trade Registry with registry no. [●] having its registered office at [●] (“**Recipient**”)

Disclosing Party and Recipient shall hereinafter be collectively referred to as the “**Parties**” and each as a “**Party**”.

1. Definitions

“**Affiliate(s)**” of a Party means an entity directly or indirectly Controlling or Controlled by or under direct or indirect common Control with the Party.

“**Confidential Information**” shall mean the existence of this Agreement and any and all kind of information directly or indirectly disclosed or provided by the Disclosing Party to the Recipient or any of its Affiliates and Representatives whether before or after the date of this Agreement including any operational, financial, business, commercial, legal or technical information and data (including without limitation all models, concepts, maintenance data, contracts, software, files, books, charts, records, studies, documents, reports, surveys, schedules, plans, maps, permits, licences, statistical information, agreements, opinions, services, projects, operations, forecasts, intentions, products including their apparatus, modules, samples, prototypes or parts, product information, know-how, trade secrets, market opportunities, financial statements business affairs, notes, analyses or compilations) irrespective of whether such information or data is disclosed orally, visually or in tangible form or via electronic communication, and irrespective of whether the information is marked “Confidential” or similarly by the Disclosing Party or not.

“**Control**” shall mean the ownership of more than 50% of the issued shared capital in the relevant entity or the power to direct or cause the direction of the general management and policies of the relevant entity by any reason.

“**Representative(s)**” shall mean directors, executives, managers and related technical personnel of the respective Party.

2. Purpose and Subject

- 2.1. The Parties and/or, as the case may be, any of the Parties’ Affiliates intend to engage in discussions in order to create the roadmap for how we as owners and operators of wind farms can reach a better position with a well developed maintenance concept alternatives solutions such as semi-inhouse maintenance concept. With this road map it is aimed to identify hurdles, how they can be avoided and how to mitigate risks. Especially for the case without availability (time or production) warranty where is aimed to clarify different applications, metrics and models that might limit and/or compensate mechanism of production losses In this context, the Disclosing Party may share Confidential Information with the Disclosing Party. (“**Purpose**”).

2.2. The subject of this Agreement is to regulate the rights and obligations of the Recipient with regard to protection of any and all Confidential Information that the Disclosing Party have disclosed or may disclose to the Recipient prior to or after the date of this Agreement pursuant to the Purpose.

3. Confidentiality Obligation

3.1. In consideration of the disclosure and release of the Confidential Information by Disclosing Party to the Recipient, the Recipient hereby agrees that the Disclosing Party has certain contractual requirements towards wind turbine original equipment manufacturers (“OEMs”) and shall keep any Confidential Information, including but not limited to the existence of this contract, meetings, discussions and roadmaps in strict confidence and warrants and undertakes;

- (a) to hold and keep in confidence any and all such Confidential Information and not to disclose the Confidential Information or any part thereof to any third party except to only its limited Representatives whose duties require them to possess or consider the Confidential Information and strictly on a “need to know” basis only; the Representatives shall be advised of the nature of the Confidential Information and the obligation to preserve the disclosure of the Confidential Information and each such person shall be informed of the existence of this Agreement. The Representatives shall comply with all the terms of this Agreement as if they were a party hereto acting in the capacity of the Recipient. Any breach of this Agreement or non-compliance with any terms of this Agreement by a Representative shall be treated as a breach by the Recipient of the terms of this Agreement;
- (b) to use at least the same degree of precaution as it would use to protect its own Confidential Information of like importance but in no event less than reasonable care;
- (c) not to use the Confidential Information, in whole or in part, for any purpose other than consummation of the Purpose;
- (d) to notify the Disclosing Party immediately of any breach or suspected breach of this Agreement, including if Confidential Information has been disclosed to any unauthorised person, and take all reasonable steps to retrieve such Confidential Information and/or to protect it from further disclosure;
- (e) not to use the Confidential Information in a manner directly or indirectly causing damages to the Disclosing Party or use the Confidential Information to gain commercial benefit to itself, and
- (f) upon written request, to provide the Disclosing Party with a list of Representatives (at entity level) to whom it has disclosed Confidential Information.

3.2. The Recipient acknowledges and agrees that it shall be responsible for any breach of the terms of this Agreement by any of its Representatives hereof and shall take all reasonable measures to restrain such Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3.3. No announcement, circular or other publicity in connection with the subject matter of this Agreement or the Purpose shall be made by or on behalf of the Recipient, without the prior written approval of the Disclosing Party.

4. Exceptions to Confidential Information

4.1. “**Confidential Information**” shall not include any information which is:

- (a) by reasonable proof, already in the lawful possession of or known to the Recipient or its Representatives prior to disclosure by the Disclosing Party;
- (b) in or becomes part of the public domain through no fault of or breach of this Agreement by the Recipient or its Representatives;
- (c) received by the Recipient or its Representatives without restriction or any obligation of confidentiality from any third party;
- (d) independently acquired or developed by the Recipient or its Representatives without having access to or knowledge of the Confidential Information;
- (e) approved for release or use by written authorization of the Disclosing Party; and
- (f) any information requested to be disclosed as a result of a court order or by any governmental or regulatory authority or stock exchange. In such event, the Recipient shall, where permitted under the relevant jurisdiction, immediately inform the Disclosing Party so that the Disclosing Party is given the opportunity to object to such disclosure in due time. Should any such objection by the Disclosing Party be unsuccessful or should the Disclosing Party decides not to object to any such disclosure, the Recipient or its Representatives so obligated or requested to disclose the Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority or any stock exchange.

4.2. Even if a disclosure of Confidential Information is required to be made under Clause 4.1 above, the Recipient shall use best efforts to consult the Disclosing Party and to take into account any reasonable requests it may have in relation to the disclosure before making it.

5. Return of Confidential Information

All Confidential Information shall remain the property of the Disclosing Party from which it originates and shall, upon the termination of this Agreement, or upon any demand of the Disclosing Party, be returned to the Disclosing Party or destroyed (at the option of the Disclosing Party), without retaining copies of the same in any form or medium. In the event of such written request, all documents, memorandums, notes and other materials prepared by the Recipient or its Representatives based on the Confidential Information will also be promptly destroyed with written confirmation of such destruction to the Disclosing Party.

6. Intellectual Property Rights

Nothing in this Agreement shall be construed as granting or conferring any rights by licence or otherwise by the Disclosing Party to the Recipient to any trademark, trade name, copyright, patent, utility model, industrial design right or any other intellectual or industrial property right of the Disclosing Party. All documents and other materials (if any) delivered by the Disclosing Party to the Recipient are the property of the Disclosing Party and are to be returned to the Disclosing Party immediately when no longer required for performing the obligations under this Agreement or the Purpose, and the Recipient may use the same only if and when and to the extent expressly authorised by the Disclosing Party.

7. Personal Data Protection

7.1. In the event that a Confidential Information deemed as a personal data as per the Law on the Protection of Personal Data No. 6698 is disclosed, the Recipient agrees, declares and undertakes that it shall process and store such personal data as to the extent that is necessary to perform its obligations relating to the Purpose; and destroy such personal data immediately

if this Agreement or the work relating to the Purpose or the agreement concluded for the Purpose ceases to exist in accordance with the Law on the Protection of Personal Data and any amendments thereto, all its relevant communiqués and regulations as may be amended from time to time and resolutions of the Personal Data Protection Board (collectively, “**Personal Data Protection Legislation**”).

- 7.2. The Recipient agrees and declares that it shall immediately inform the Disclosing Party if and when the Confidential Information deemed as personal data is acquired by third parties not in conform with the Personal Data Protection Legislation.
- 7.3. The Recipient agrees, declares and undertakes that it shall take any technical and administrative precautions for the safety of the stored and processed Confidential Information deemed as personal data; and to comply with the request for information, safety or destroy of the personal data and any other requests directed by the Disclosing Party or the related person of the personal data within a reasonable time.

8. No Obligation, Warranties or Solicitation

- 8.1. For the avoidance of doubt, nothing contained herein shall compel or oblige the Disclosing Party to provide to the Recipient with all or any Confidential Information requested by the Recipient and that the Disclosing Party shall be entitled at their discretion to decline to supply the Recipient with any part of such information; or to enter into any transaction contemplated hereunder with the Recipient.
- 8.2. No warranty is given by the Disclosing Party as to the accuracy or completeness of any Confidential Information provided hereunder.
- 8.3. Neither party shall be under any obligation or commitment to enter into discussions or any further agreement merely by reason of execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Agreement shall not constitute nor should it be construed to constitute an offer or commitment to enter into a business transaction.
- 8.4. During the term of this Agreement, the Recipient and its Affiliates and Representatives shall not (other than in relation to matters which arise in the ordinary course of business or with the Disclosing Party's prior written consent) directly or indirectly initiate or accept or engage in or have any contact of any kind with the staff or employees of the Disclosing Party nor offer employment to any member of such staff or such employee except by way of a public advertisement for the purpose of recruitment.

9. Term of the Agreement

This Agreement comes into effect upon its execution by both Parties and shall continue in force for a period of 3 (**three**) years. The Recipient's confidentiality obligation under Clause 3 shall survive the termination or expiration of this Agreement.

10. Breach of the Agreement

- 10.1. In the event of breach of this Agreement by the Recipient or its Affiliates or Representatives, the Disclosing Party shall be entitled to terminate this Agreement forthwith by giving a written notice to the Recipient. The Recipient agrees and undertakes to remedy any and all losses of the Disclosing Party (as may be applicable) arising out of such breach upon the first written demand of the Disclosing Party including but not limited to any claims of OEMs.

10.2. The Recipient acknowledges that monetary damages alone may not be a sufficient remedy for the Disclosing Party in the event of any breach of this Agreement and hereby agrees that the Disclosing Party shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available to it.

11. Governing Law and Jurisdiction

11.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Turkey.

11.2. All disputes or claims arising out of or in connection with this Agreement shall be finally settled by the arbitration under the [Istanbul Arbitration Centre Arbitration Rules (the “**ISTAC Rules**”). Such arbitration shall take place in the English language in İstanbul, Turkey.

11.3. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the ISTAC Rules. Each of the claimant(s) and the respondent(s) shall appoint one arbitrator. The third arbitrator, who will act as a president of the arbitral tribunal, shall be appointed by the two arbitrators appointed by the parties, or, if such arbitrator is not so appointed within thirty (30) days of the date of appointment of the later of the two party-appointed arbitrators such third arbitrator shall be appointed by the Istanbul Arbitration Centre.

12. Miscellaneous

12.1. The Agreement supersedes any previous negotiations, commitments, representations, communications, agreements or arrangements between the Parties in respect of the subject of the Agreement, whether oral or written and represents the entire understanding between the parties in relation thereto.

12.2. The failure or delay by a Party in the exercise of its rights or authority granted under this Agreement shall not constitute a waiver of its rights, and the partial or one-time use of a right does not prevent the use of the said right again or the use of another right, competency or privilege.

12.3. No Party shall be entitled to transfer or assign its rights and obligations under this Agreement without the prior written consent of the other Party. However, the Disclosing Party may freely transfer or assign its rights and obligations under this Agreement to its Affiliates and lenders without the prior consent of the Recipient.

12.4. The Parties acknowledge and agree that their addresses set forth above are their legal notification addresses and any notification made to such addresses shall be valid and binding unless change of address is notified to the other party. Notices served in relation to this Agreement shall be delivered in person or sent by international courier, electronic mail (with written confirmation receipt) or prepaid registered or certified mail.

12.5. Any additions, amendments and variations to this Agreement shall be binding only if made in writing and signed by the duly authorised representatives of the Parties.

12.6. If at any time any provision of this Agreement is or becomes invalid or unenforceable in any respect, it shall, if possible, be adjusted rather than voided in order to achieve the intent of the Parties under this Agreement. In any event all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

- 12.7.** Except where expressly provided otherwise, each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and implementation of this Agreement. Stamp duty, if any, that may arise from this Agreement shall be borne equally by the Parties.
- 12.8.** Each Party confirms that it has the full right, power and authority to execute this Agreement and to be bound by and perform the obligations hereunder, which shall not constitute breach of applicable law, and shall be enforceable against such Party.
- 12.9.** Each of the Parties represent that they are experienced in negotiating agreements of this sort, and have had the advice of counsels in connection with, and fully understand the nature and provisions of this Agreement.

The Parties have caused this Agreement to be executed by their duly authorized representatives in 2 (two) original copies as of the first date written above.

BORUSAN ENBW ENERJİ YATIRIMLARI ve ÜRETİM A.Ş.

By:

Title:

Signature:



By:

Title:

Signature: