

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**") is entered into on ____/____/2025 by and between

Naviga Finansal Danismanlik Ltd., a member of Dealbridge M&A Advisors, located at **Zencefil Sok. No:2 D:3 4. Levent 34330 Besiktas / Istanbul / Turkey** (hereinafter referred as the "**Disclosing Party**")

and _____

located at _____

(hereinafter referred as the "**Receiving Party**").

1. Scope And Purpose

The **Receiving Party** hereto desires to participate in discussions regarding the sale of shares of "**Warehouse Management System (WMS) Software Company, Project-ID: CID2025.IT**" (the "**Project**"). The purpose of this Agreement is to regulate the rights and obligations of the parties with regard to the protection of any and all financial, technical, commercial, personal and similar information which the **Disclosing Party** has disclosed or may disclose to the **Receiving Party**.

2. Confidential Information

The term "Confidential Information" for the purpose of this Agreement, shall mean any and all information directly or indirectly disclosed or provided by the **Disclosing Party** to the **Receiving Party** or any of its directors, officers, employees or advisors (collectively, "Representatives " and each a "Representative"), whether before or after the date of the **Agreement** and whether orally, in writing, in electronic form or by any other means in connection with the **Project** and the **Disclosing Party**, including any information relating to the products, services, projects, operations, forecasts, plans, intentions, product information, know-how, design rights, patents, trade secrets, market opportunities, financial statements and business affairs of **the Disclosing Party and its affiliates**, together with all notes, analyses, compilations, forecasts or studies prepared by the **Receiving Party** that contain or otherwise reflect such information.

3. Obligation Of Confidentiality

3.1. In consideration of the disclosure and release of the Confidential Information by the **Disclosing Party** to the **Receiving Party**, the **Receiving Party** hereby agrees and undertakes:

- 3.1.1.** 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 such of its Representatives whose duties require them to possess or consider the Confidential Information and strictly on a "need to know" basis only; and who shall prior to such disclosure agree to keep such information confidential and be bound by this Agreement;
- 3.1.2.** to use 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;
- 3.1.3.** not to use the Confidential Information, in whole or in part, for any purpose other than the **Project**.

3.1.4. not to use the Confidential Information in a manner directly or indirectly causing damages to the **Disclosing Party** or any of its affiliates or use the Confidential Information to gain commercial benefit to itself.

3.2. The **Receiving Party** acknowledges and agrees that it shall be responsible for any breach of the terms of this Agreement by any of its Representatives under Section 9 hereof and shall take all reasonable measures to restrain such Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

4. Exceptions to Confidential Information

4.1. "Confidential Information" shall not include any information, which is:

4.1.1. any information is or becomes available from public information (other than as a result of prior unauthorized disclosure by the **Receiving Party** or any of its Representatives)

4.1.2. any information requested to be disclosed as a result of a court order or by any governmental or regulatory authority. In such event, the **Receiving Party** 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** decide not to object to any such disclosure, the **Receiving Party** or its Representative 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.

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**) immediately upon written request, without retaining copies of the same in any form or medium, other than any copies which the **Receiving Party** may be required to keep under the relevant jurisdiction.

6. Intellectual Property Rights

Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise by the **Disclosing Party** to the **Receiving Party** to any trademark, trade name, copyright 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 **Receiving Party** 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, and the **Receiving Party** may use the same only if and when and to the extent expressly authorized by the **Disclosing Party**.

7. No Obligation, Warranties or Solicitation

7.1. For the avoidance of doubt, nothing contained herein shall compel or oblige the **Disclosing Party** to provide the **Receiving Party** with all or any Confidential Information requested by the **Receiving Party** and that the **Disclosing Party** shall be entitled at their discretion to decline to supply the

Receiving Party with any part of such information; or to enter into any transaction contemplated hereunder with the **Receiving Party**.

7.2. No warranty is given by the **Disclosing Party** as to the accuracy or completeness of any Confidential Information provided hereunder.

7.3. The **Disclosing Party** shall not be precluded from entering into any agreement or obligation with any other party relating to the **Project** or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information. The **Disclosing Party** shall be free to negotiate and deal with any other person without liability to the **Receiving Party**.

7.4. Neither Party shall be under any obligation or commitment to enter into discussions or any further agreement with regard to the **Project** merely by reason of the 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 realize the **Project**.

7.5. For a period of three (3) years from the date of this **Agreement** or if earlier until the **Receiving Party** has acquired the **Project**, if applicable, the **Receiving Party** will 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.

8. Term of Agreement

This Agreement comes into effect upon its execution by both parties and shall continue in force for a period of one (1) year.

9. Breach of Agreement

9.1. In the event of the breach of this Agreement by the **Receiving Party** or its Representatives, the **Disclosing Party** shall be entitled to terminate this Agreement forthwith by giving a written notice to the **Receiving Party**. The **Receiving Party** agrees and undertakes to remedy any and all losses of the **Disclosing Party** arising out of such breach.

9.2. The **Receiving Party** 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. In the event of litigation relating to this Agreement if a court of competent jurisdiction determines in a final non-appealable order that the **Receiving Party** or its Representatives has breached this Agreement, the **Receiving Party** will be liable for reasonable legal fees incurred by the **Disclosing Party** in connection with such litigation, including (but not limited to) any appeals.

10. Governing Law and Jurisdiction

This Agreement shall be governed by, construed and interpreted in accordance with the laws of The Republic of Turkey. Any and all disputes arising out of or relating to or in connection with this Agreement shall be referred to and finally resolved by arbitration in Istanbul, Turkey in accordance with Istanbul

Chamber of Commerce in Istanbul, Turkey for the time being in force which rules are deemed to be incorporated by reference into this clause.

11. Miscellaneous

- 11.1.** No failure to exercise or delay in the exercise of any right or remedy vested in a party under or pursuant to this Agreement shall constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.
- 11.2.** The parties acknowledge and agree that their addresses set forth above 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.
- 11.3.** Any stamp duty and/or other tax arising out of the signing of this Agreement shall be borne equally by the parties.

The parties hereto have executed or caused two (2) originals of this Agreement to be executed as of the date first above written.

Receiving Party

Disclosing Party

Naviga Finansal Danismanlik Ltd.

Ercan Aslanturk / Partner

NAVIGA Finansal Danismanlik Ltd. Sti.
Konaklar Mah.Zencefil Sok.No:2/3
4.Levent / ISTANBUL
Ticaret Sicil No: 839155
Besiktas V.D.0700331499