CONFIDENTIALITY DEED

This Confidentiality Deed (“Deed”) is entered into as of <………> 2022, by and between TANAP DOĞALGAZ İLETİM A.Ş. (“TANAP” or “Disclosing Party”), residing at Söğütözü Mahallesi,Söğütözü Caddesi Koç Kuleleri B blok No: 2B/37 Çankaya / ANKARA and (“[<………>]” or the “Receiving Party”) residing at <………>

Disclosing Party and Receiving Party are also referred to herein as a “Party” and collectively as the “Parties”.

1. Scope and Purpose

Disclosing Party operates and maintains a certain natural gas pipeline known as the Trans Anatolian Natural Gas Pipeline Project (the “TANAP System”).

The Disclosing Party has invited Receiving Party to participate in the Bid for Upgrading Works of Access / Existing Roads for Block Valve Stations No.16 and No.19 (the “Bid”).

In connection with the Receiving Party’s potential participation in the Bid, the Disclosing Party is willing, in accordance with the terms and conditions of this Deed, to disclose to the Receiving Party (directly or through any of its consultants or advisers) certain Confidential Information (as defined below).For the avoidance of doubt, Receiving Party is required to sign the “Confidentiality Deed” in the format required herein prior to receipt of the Bid Package from the Disclosing Party and include the copy of the signed Confidentiality Deed into the Bid Documents at the Bidding stage.

Pursuant to the terms of this Deed, the Receiving Party agrees to keep such Confidential Information confidential.

2. Confidential Information

Confidential Information shall mean any and all tangible and intangible information relating to the Bid or the Disclosing Party or any of its Affiliates, directly or indirectly disclosed or provided by or on behalf of the Disclosing Party of its Affiliates, directors, officers, employees, agents, professional advisers and consultants (collectively, “Representatives”) to Receiving Party, whether in oral, written, magnetic, electronic, digital or any other form and including without limitation commercial, technological, economical, technical, financial, legal, operational, administrative, marketing and/or organizational information, any information relating to products, services, technologies, projects, operations, business plans and business affairs, business and product research and development, know-how, design rights, trade secrets, market opportunities, financial statements, any discussion and negotiations with regard to the Project, as well as all reports, notes, analyses, compilations, forecasts, data, experts, summaries, studies and other documents which contain, otherwise reflect, or are generated from any such information. Confidential Information disclosed orally shall be identified as confidential in writing within 30 (thirty) days of disclosure.

3. Protection of Confidential Information

Subject to the provisions of this Deed, the Parties agree, acknowledge and undertake, with respect to the Confidential Information, that the Receiving Party:

i. shall protect such Confidential Information in the strictest confidence, and use such Confidential Information only for the considering and evaluating whether to submit a bid, and the preparation thereof, in connection with the Bid (“Permitted Purpose”), and not for any other purpose;

ii. shall not, without the prior written consent of the Disclosing Party, in any manner, disclose, share with, send in any form, deliver, make available, or otherwise provide the Confidential Information to any third party, give access to the Confidential Information to any third party, or make the Confidential Information public without the Disclosing Party’s prior consent; provided that Disclosing Party shall have absolute discretion to remove or withdraw any such consent given pursuant to this Section;

iii. shall exert its reasonable efforts to prevent third parties from accessing or discovering the Confidential Information, and in this respect, use the same degree of care as it would use for its own confidential information of like importance;

iv. shall procure that the respective Affiliates, officers, employees, agents, professional advisers and consultants to whom Confidential Information will be disclosed on a need to know basis agree to be bound by Confidentiality undertakings on substantially the same terms as this Deed;

v. shall mark as confidential any documents, risks or other products containing or reflecting, or which are generated from, any Confidential Information;

vi. shall return immediately all Confidential Information and destroy all copies including but not limited to the copies kept in electronic, digital or magnetic form, summaries and quotations there from, when requested in writing by the Disclosing Party;

vii. shall, in the event it is obliged to disclose Confidential Information to third parties in accordance with the conditions set forth herein, inform the Disclosing Party as soon as possible of such situation and shall obtain written consent from the Disclosing Party before disclosing the Confidential Information; provided, however, that the Disclosing Party shall disclose the relevant Confidential Information only to the extent deemed necessary by the Disclosing Party and permitted by law; and make third parties aware of any limitations and impediments with regard to the disclosure of the relevant Confidential Information, and ensure the compliance of third parties with the terms of this Deed; and

viii. agrees that the Confidential Information and related documents and other instruments disclosed by the Disclosing Party to the Receiving Party shall remain the property of Disclosing Party.

Each Party is responsible for its Affiliates’ compliance with the terms of this Deed. Any Confidential Information received from an Affiliate of a Party must be treated the same as Confidential Information received from the relevant Party.

4. Exceptions

Confidential Information shall not include any information which:

i. is publicly known prior to its disclosure to the Receiving Party, or becomes publicly known following the entry into force of this Deed other than through the wrongful act, breach or negligence of the Receiving Party,

ii. is required to be disclosed pursuant to applicable laws or regulations or as a result of a court decision or administrative order, in which case paragraph (vii) hereinabove shall apply,

iii. is developed independently by the Receiving Party without the use of any Confidential Information, provided there be adequate written documentation to confirm such independent development,

iv. is acquired by the Receiving Party from a third party who did not obtain the same directly or indirectly from Disclosing Party under an obligation not to disclose, provided that in such case, the Receiving Party shall inform the Disclosing Party promptly upon receipt of the Confidential Information.

Receipt by the Receiving Party of part or parts of the Confidential Information through any means specified in this section shall not affect the obligations of the Receiving Party under this Deed vis-à-vis other Confidential Information.

In the event the Disclosing Party acknowledges or discovers that any of the obligations arising from this Deed has been breached or actions in violation with the provisions of this Deed have been taken, it may request that the Confidential Information provided to the Receiving Party be returned or may work with the Receiving Party to eliminate such breach or default and mitigate damages.

No failure to exercise any of the aforementioned rights shall be deemed as a waiver of these rights and also partial or individual exercise of these rights will not prevent any Party from exercising such rights cumulatively. No waiver by either Party of any covenant to be performed by the other shall constitute a waiver of any later breach of such covenant.

5. Accuracy of Confidential Information

The Receiving Party acknowledges that this Deed does not include any representation or warranty as to the accuracy or completeness of the Confidential Information which will be delivered to it, and that the Disclosing Party will have no obligation to update or correct any inaccuracies in any Confidential Information to be provided by the Disclosing Party and neither the Disclosing Party nor its Representatives may be held liable for any kind of damage or loss which may arise from the use of such Confidential Information by the Receiving Party.

6. Continuing Obligations; Assignment

The obligations assumed in favour of the Disclosing Party and its Representatives shall survive the termination of the Bid, the withdrawal of the Receiving Party from the Bid and the termination of any discussions or negotiations between the Disclosing Party and the Receiving Party and shall be valid, and continue to be valid, for a period of 5 (five) years after the date of disclosure of the applicable Confidential Information, or such longer period as the Receiving Party is required by law to hold any document relating to the Bid.

The Receiving Party cannot assign its rights, claims, responsibilities and obligations originating from this Deed to any third parties without written consent of the Disclosing Party.

7. Damages

The Receiving Party accepts that if any of its obligations are breached or any threatened breach or attempted breach of any of its obligations arising in or out of this Deed exist and punitive damages may not be sufficient, the Disclosing Party and its Representatives may be granted an injunction or specific performance or any other equivalent remedy permitted by applicable law.

8. Notices

All notifications, confirmations, requests/claims and other correspondences and notices shall be deemed to be valid and duly served, provided that it is delivered by hand, or sent to the below-mentioned addresses of the Parties via registered, return-registered mail or private courier (return receipt requested) or sent to the following numbers by fax (confirmation report requested).

Attention: Attention:

[Name-Surname] [Name-Surname]

[Title] [Title]

Address: Address:

Tel: +90 Tel:

E-Mail: E-Mail:

9. Applicable Law and Jurisdiction

The execution, validity and performance of this Deed shall be governed by the laws of Turkey and the Deed shall be interpreted as per the laws of Turkey. All disputes arising from the application, interpretation etc. of this Deed shall be endeavoured to be settled by negotiations in good faith. If the disputes cannot be settled by negotiations in good faith within a reasonable period of time, courts of Ankara-Turkey have competence to settle such disputes.

This Confidentiality Deed consists of 9 (nine) articles and 1 (one) original copy, initialled, sealed and signed by the authorized representatives of the Parties and entered into force on the date set forth hereinabove.

For and on behalf of Disclosing Party For and on behalf of Receiving Party

TANAP DOĞALGAZ İLETİM A.Ş.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_