

Non-Disclosure Agreement

1. This non-disclosure agreement ("Agreement") made as of .../.../... is by and between Mabayco Endüstriyel Ürünler Limited Şirketi, having its registered office at Zühtüpaşa Mah, Bağdat Cad, Yolaç İş Merkezi No:32/114, Kadıköy/İstanbul ("Mabayco") and ... having its registered office at ... ("..."). Mabayco and ... are at times referred to herein individually as a "Party" and collectively as the "Parties."
2. For the purposes of the Agreement, all information and data including but not limited to unit prices, product quantities, payment details disclosed by the Parties with the other Party regarding the possible future sales or supply contracts or orders to be formed between them shall be deemed confidential ("Confidential Information") and disclosing of them with any third parties is strictly prohibited thereof.
3. For the purposes of the Agreement, the term, "Disclosing Party," shall mean the Party owning or controlling Confidential Information and making such Confidential Information available to the other Party.
4. For the purposes of the Agreement, the term, "Receiving Party," shall mean the Party who receives Confidential Information from the Disclosing Party.
5. The Receiving Party shall exercise at least the same standard of care to prevent the disclosure or misuse of the Confidential Information as it exercises to prevent the disclosure or misuse of its own Confidential Information, but in no event shall the Receiving Party exercise less than reasonable care. The Receiving Party shall limit dissemination of such Confidential Information to those persons within its organization who have a need to know such information to fulfill the purposes of the possible future sales or supply contracts or orders to be formed between the Parties and who agree to be subject to the restrictions of the Agreement. Both Parties agree not to disclose the fact or content of any negotiations between them to any third parties without the prior written consent of the other Party.
6. To the extent permitted by the applicable law, the Receiving Party shall be liable for damages arising out of its actions that constitutes breach of the Agreement. For the avoidance of doubt, the Receiving Party shall not be liable for any punitive or indirect damages.
7. The respective obligations of the Parties relating to limitations on the use and/or disclosure of Confidential Information under the Agreement shall survive the termination of the Agreement.
8. The Agreement shall be governed by the laws of the Republic of Türkiye without regard to its conflict of laws principles.

Commented [CO1]: Burada sayılanları dilediğiniz gibi detaylandırabilirsiniz.