

## TEMSEA NON EXCLUSIVE AUTHORISED SERVICE CENTER AGREEMENT

TEMSEA GLOBAL SANAYİ ve TİCARET A.Ş.(hereinafter referred to as TEMSA) exists under the laws of Turkey and has established a qualitative selective distribution network

The terms “qualitative” and “selective” mean that TEMSA has determined service standards for quality requirements which must be imperatively fulfilled by TEMSA Authorised Service Center in order to guarantee quality service and to respectively promote the customer satisfaction.

TEMSEA has granted the right to make use of the services provided by TEMSA Authorised Service Center on its own initiative, with due observance of the service standards of TEMSA, and to draw up an Agreement with each of them.

No provision of this Agreement shall contain provisions contrary to the competition and other laws of the country concerned. At the time of a noncompliance of any provision of this Agreement to laws of the country concerned, only such provision shall be deemed to be absent and shall not be binding upon the PARTIES .

### **1. PARTIES AND DEFINITIONS**

This Temsa Non Exclusive Authorised Service Center Agreement hereinafter referred to as “Agreement” is entered into on this ..... day of 2017 by and between;

- 1.1** TEMSA: TEMSA GLOBAL SANAYİ VE TİCARET A.Ş. (located at Turkey, Yolgeçen Mahallesi, Turhan Cemal Beriker Bulvarı, No : 561, 563 Seyhan / Adana carrying out commercial activity, taxpayer of Yüreğir Tax Office tax identification no. 8380046749, registered under 0838004674900010 Central Registration System No. in Adana Trade Registry, hosting [www.temsa.com](http://www.temsa.com) website and owner of [info@temsa.com](mailto:info@temsa.com) mail address) hereinafter referred to as “ TEMSA”.
- 1.2** .....(located at ..... ) hereinafter referred to as “Authorised Service”
- 1.3** TEMSA and Authorised Service Center together hereinafter referred to as the PARTIES , known individually as a PARTY.
- 1.4** TEMSA commercial vehicles hereinafter referred to as TEMSA Products
- 1.5** Original TEMSA components, original TEMSA spare parts and original TEMSA accessories hereinafter referred to as Original TEMSA Components
- 1.6** ..... hereinafter referred to as Agreement Territory
- 1.7** Original Equipment Manufacturer hereinafter referred to as OEM.
- 1.8** Data Management System hereinafter referred to as DMS.

### **2. SUBJECT OF AGREEMENT**

- 2.1** The subject of this Agreement is
  - 2.1.1** To provide repair and maintenance services for TEMSA Products
  - 2.1.2** To sell and distribute Original TEMSA Components in Agreement Territory.
- 2.2** The sales of Original TEMSA Components and the provision of services to customers for TEMSA Products shall be on a non-exclusive basis and in cooperation with the other Authorised Service.
- 2.3** The rights determined in this Agreement are granted on basis of the TEMSA Service Standards set forth in Annex 1 and compulsory hereto. Authorised Service shall perform its activities totally in accordance with TEMSA Service Standards in order to provide and maintain high customer satisfaction.

**2.4** In the event of a modification on TEMSA Service Standards, which can be decided unilaterally by TEMSA, TEMSA shall inform Authorised Service thereof immediately, and the later shall have a term of 3 months to adapt itself to the amended TEMSA Service Standards, unless a shorter term is necessary on the basis of legal and/or technical clauses. However, the Authorised Service shall inform TEMSA in writing with a prior 15 days notice in the event that such Authorised Service cannot comply with the relevant standards of TEMSA,

**3. LOCATION/LEGAL POSITION**

**3.1** Authorised Service runs repair workshop and distributes Original TEMSA Components at the below mentioned location:

.....  
 .....  
 .....  
 .....

Authorised Service shall not move this workshop without 30 days' prior written notice to TEMSA and the written approval of TEMSA.

**3.2** If Authorised Service moves this workshop as set out hereinabove, the same TEMSA Service Standards will be in force at the new location.

**3.3** If Authorised Service has plans for constructing new buildings, alterations or extension works, Authorised Service must inform TEMSA in writing hereof within a reasonable term and must get the written approval of TEMSA.

**3.4** At all times, the PARTIES will act independantly and will bear the relationship toward each other of independent contractors. This Agreement does not and will not deemed to create between TEMSA and Authorised Service any partnership, joint venture or employer-employee relationship. Neither PARTY will have any right or authority to act for or to bind the other in any way, except as expressly provided by this Agreement. Neither PARTY will have the authority to sign on behalf of the other or to represent that it is in any way responsible for any act or omission of the other.

**3.5** Authorised Service is only responsible for the works carried by its own.

**3.6** Authorised Service shall not enter into any commitment of any kind on behalf of TEMSA and we will not make any contractual offers on behalf of Temsa.

**3.7** Authorised Service shall compensate, indemnify, defend, and hold TEMSA, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from TEMSA and/or any Indemnitee, by reason of any Claim arising out of or relating to the violations of any law or regulation; or breaches of any representations, undertakings and terms set out in this Agreement.

**4. TASKS/OBLIGATIONS OF AUTHORISED SERVICE**

**4.1** Authorised Service shall sell the Original TEMSA Components only to end users and resellers recognised by TEMSA within the Agreement Territory. In addition, Authorised Service shall be entitled to sell the same to independent workshops within the Agreement Territory, which use such spare parts to repair and maintain the TEMSA Products.

**4.2** Any sale to non-recognised resellers shall be excluded and in case of any, it shall be deemed as contradiction to the essential elements of this Agreement.

**4.3** Authorised Service shall not export any Original TEMSA Component outside the Agreement Territory.

- 4.4** Authorised Service shall carry out necessary repair and maintenance works to TEMSA Products in accordance with the instructions from TEMSA.
- 4.5** Authorised Service shall always undertake the repair and maintenance services irrespective of the origin of the TEMSA Products.
- 4.6** While rendering repair and maintenance services, Authorised Service shall take into consideration the responsibilities of TEMSA to the third PARTIES like Original Equipment Manufacturers (OEM) and customers.
- 4.7** If Authorised Service does not have authorisation from OEM companies, it shall not repair or maintain the products of OEM's. Authorised Service may take actions on the products of OEM's after getting confirmation from TEMSA and in compliance with the requests of TEMSA and OEM such as taking photos, investigating the roots of the cause etc. Any repair or maintenance on these products without getting confirmation from TEMSA will be under the responsibility of Authorised Service. Any damage or loss from this action will be covered by the Authorised Service.
- 4.8** Authorised Service shall inform and obtain written approval of TEMSA of all marketing, advertising and publicity activities for the service and the sales of Original TEMSA Components organised by Authorised Service; Authorised Service shall also inform TEMSA in writing regarding the results of such activities in details.
- 4.9** Authorised Service agrees that TEMSA is authorised to share marketing, advertising and publicity material, used by Authorised Service with other Authorised Services within the framework of the exchange of information, insofar as this is legally possible.
- 4.10** Authorised Service shall adequately be insured against all risks insurance with respect to product, employee and third PARTY liability.
- 4.11** Authorised Service is liable to use equipment and data management system (DMS) provided by TEMSA during the term of this Agreement. Authorised Service shall maintain the reliability of these equipment and software safety and undertake not to use for any other purpose as set out herein except otherwise is requested by TEMSA in writing.
- 5. COMPANY NAME, INTELLECTUAL PROPERTY AND ADVERTISING MATERIAL**
- 5.1** The trade name and trademark of TEMSA should be applied in compliance with the TEMSA Visual Identity Guideline given in Annex 2. On all advertising, marketing and promotional material, written documents and other publications referring to the cooperation between the PARTIES , the trade name and the trademark of TEMSA shall appear only in the form made available or approved prior by TEMSA.
- 5.2** Authorised Service shall use TEMSA branded advertising, marketing and promotional material and install an illuminated TEMSA sign. The manufacturing, distribution, installation and maintenance costs of related material shall be borne by Authorised Service.
- 5.3** TEMSA shall be informed in writing by Authorised Service of any legal local regulations restricting the installation or usage of advertising, marketing or promotional material.
- 5.4** The right to use the title " Authorised Service " and the use of trade name and the trademark of TEMSA in the advertising, marketing and promotional materials and on all business documents shall end together with the expiry of this Agreement.
- 5.5** All advertising, marketing and promotional materials shall be disposed, removed or returned to TEMSA following the expiry of this Agreement at the expense of Authorised Service.
- 5.6** The PARTIES agree to prevent and avoid insofar as possible any risk of confusion between competing brands, which may result from the decision of Authorised Service about being multi-branded. Authorised Service will inform and obtain written approval of TEMSA in writing prior of taking such decision. Authorised Service acknowledges and agrees that TEMSA owns all right, title and interest in and to all

- 5.6.1** Intellectual property, including but not limited to trademarks, copyrights patents, database, design rights, trade dress and trade secrets (hereinafter collectively “Intellectual Property”), used or held for use in connection with the products or the distribution thereof:
- 5.6.2** Advertising or promotional material used or held for use in connection with Products; and
- 5.6.3** Goodwill associated with the products. Authorised Service agrees that it and its affiliates will acquire no right, title or interest over such Intellectual Property, advertising or promotional material or goodwill, including but not limited to any Intellectual Property or advertising or promotional materials or goodwill developed by or with the aid of Authorised Service in connection with the performance of this Agreement.
- 5.7** Authorised Service will be vigilant in detecting possible infringements or any attempt to appropriate the same or similar of TEMSA’s Intellectual Property or advertising or promotional materials and will promptly inform TEMSA in writing of any known potential or actual infringement. Authorised Service agrees to assist TEMSA to the extent necessary to help TEMSA protect its rights in the Intellectual Property. In the event a third PARTY infringes or threatens to infringe the Intellectual Property, or asserts that such properties infringe upon such third PARTY’S rights, TEMSA will have the sole right to take such action as it believes is necessary.
- 5.8** Authorised Service shall take no action with respect to such Intellectual Property or advertising or promotional materials or with respect to any third-PARTY’S attempt to use or appropriate the same or similar Intellectual Property without first obtaining TEMSA’s prior approval in writing and then only after obtaining TEMSA’s review of the specific proposed execution or action.
- 5.9** Authorised Service shall not use TEMSA’s trade names and/or trademarks without the prior, express written consent of TEMSA. Under no circumstances shall the Authorised Service, at any time, use TEMSA’s trade names, trademarks or other proprietary information as part of the Authorised Service’s corporate or trade name. Upon termination of this Agreement, the Authorised Service shall remove all references to TEMSA from its letterheads, advertising literature and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the PARTIES
- 5.10** Authorised Service will not:
- 5.10.1** make any modifications to the products or their packaging without the written consent of TEMSA.
- 5.10.2** alter, remove or tamper with any trademarks, numbers or other means of identification used or in relation to the products.
- 5.10.3** use any of the trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of TEMSA therein.
- 5.10.4** use in relation to the products any trademarks other than the Intellectual Property without obtaining the prior written consent of TEMSA
- 5.10.5** use any trademarks or trade names so resembling any trademark or trade name of TEMSA so as to be likely to cause confusion or deception.
- 5.11** Authorised Service will not file, register or use any trademark, trade name, logo or device or any PARTY thereof or any words which consist of, include or are confusingly similar to, any item included in TEMSA’s Intellectual Property, including but not limited to, as a domain name for use on the internet.
- 5.12** Authorised Service will, at the request of TEMSA, take all such steps as TEMSA may reasonable require to assist TEMSA in maintaining the validity and enforceability of the Intellectual Property.
- 6. EQUIPMENT OF WORKSHOP**
- 6.1** Authorised Service shall equip the workshop according to the size of its company, the market situation and local regulations in force.
- 6.2** Authorised Service shall guarantee that the technical installations and tools of the workshop are in good condition and ready for use.

- 6.3** In order to guarantee high quality repair and maintenance of TEMSA Products, Authorised Service shall have modern and updated equipment, specific material and tools during the term of this Agreement.
- 6.4** Authorised Service shall have Kibes operating computers and TEMSA diagnostic tools.

## **7. TRAINING**

- 7.1** TEMSA may organize trainings for the necessary chosen TEMSA Products when convenient in Adana or a place determined by TEMSA at its own discretion. Authorised Service's appointed staff shall participate in trainings organised by TEMSA and obtain the training degree issued by TEMSA. The expenses of lunch during trainings, transportation of the attendants from hotel, training materials and documents will be provided by TEMSA. Other expenses including travel and accomodation of the participants shall be solely borne by Authorised Service. Other than TEMSA's Training schedule, if Authorised Service requested for training, Authorised Service has to bear all related cost and expenses related with such training.
- 7.2** TEMSA will organize the initial training for the newly-introduced TEMSA Products and newly-Authorised Service Centers free of charge. Moreover, the expenses of lunch during trainings, transportation of the attendants to hotel, training materials and documents will be provided by TEMSA. Other expenses including travel and accomodation of the participants shall be borne solely by Authorised Service.
- 7.3** Upon request from Authorised Service Center, the training herein shall be given by TEMSA as specified in exchange of the designated hourly rate according to the planned schedule of TEMSA.
- 7.4** If Authorised Service requests training about a special topic or customer based training, TEMSA will organise a training according to the expectations of Authorised Service.
- 7.5** If Authorised Service requests a training at a location other than Adana, all travel, accomodation and other expenses of TEMSA trainers will be covered by Authorised Service.
- 7.6** All trainings and training documents will be in English.
- 7.7** If the training is requested in a language other than English, translation costs of the training material and translator costs will be borne by Authorised Service.
- 7.8** In order to maintain necessary service standards, Authorised Service must participate the compulsory trainings at least one time in a calendar year which organized by TEMSA

## **8. SERVICE LITERATURE / INFORMATION**

- 8.1** TEMSA shall provide Authorised Service literature such as Workshop Manual, User Manual, Electrical Wiring Manual, Spare Parts Catalogue and Flat Rate Catalogue, which are necessary for the provision of customer services and for any maintenance and repair works. Such literatures are subject to change at any time by TEMSA.
- 8.2** The service literature shall be delivered to Authorised Service in the following way:
- 8.2.1** The service literature on paper shall be sent by post or with spare parts delivery.
- 8.2.2** The service literature in electronic format shall be made available through <http://online.temsa.com>. Authorised Service shall be granted access to online systems through the password supplied by TEMSA.
- 8.3** Authorised Service shall go over the information supplied, follow the instructions given therein and treat the service literature in accordance with the directions imposed by TEMSA.
- 8.4** All the service literature and information shall remain the intellectual property of Authorised Service shall undertake to maintain the confidential character of the service literature received from TEMSA.
- 8.5** Authorised Service shall not allow distributing the service literature among third PARTIES , without the explicit prior written permission of TEMSA. This confidentiality obligation shall be in force for all information received from TEMSA. Additional specifications in connection with this confidentiality obligation are set forth in Article 14.

- 8.6** TEMSA will deliver the vehicle documentation in English. If Authorised Service requests the documents in another language than English, there will be an additional cost per model which shall be borne by Authorised Service and paid once for each model.
- 8.7** After the expiry of this Agreement, the service literature must be returned to TEMSA.

## **9. COMPUTER SYSTEM**

- 9.1** Authorised Service shall purchase a computer system according to the configurations determined by TEMSA to manage its commercial activity. The acts determined by TEMSA must be performed electronically.
- 9.2** In order to make the exchange of electronic data possible, Authorised Service must imperatively have an adjusted connection to the Internet/Intranet.

## **10. WARRANTY CONDITIONS**

- 10.1** Authorised Service shall carry out repair and maintenance of TEMSA Products and Original TEMSA Components under warranty according to the terms and conditions of the Service Literature supplied by TEMSA and TEMSA Warranty Manual.
- 10.2** The warranty period of TEMSA Products starts at the date of their delivery to the end user after completion of the "Retail Delivery Advice Form" in the customer's "Warranty and Maintenance Manual".
- 10.3** If requested by TEMSA, Authorised Service shall return the parts claimed under warranty to a place designated by TEMSA.
- 10.4** Application for warranty claim must be made to TEMSA within 14 calendar days after the completion of warranty work. Claims made after 14 days will be rejected.
- 10.5** TEMSA provides warranty coverage on claims relating to the Original TEMSA Components installed on TEMSA Products. TEMSA will not accept responsibility for failures caused by, or resulting from the use of non-original TEMSA component. Warranty reimbursement will not be made for claims where the Original TEMSA Components have not been used unless Authorised Service did get the approval from TEMSA.
- 10.6** Authorised Service agrees that TEMSA or a third person (auditor) designated by TEMSA within the framework of warranty audit, checks the repairs and maintenance under warranty carried out by Authorised Service.
- 10.7** Authorised Service shall keep the necessary stock in order to shorten the warranty repair time.
- 10.8** During the works under warranty, Authorised Service shall only use the Original TEMSA Components and buy them from TEMSA. If the part is not available in the stocks of the PARTIES and the supply of urgent order excluding the delivery takes longer than 15 calendar days, Authorised Service can buy and use the required well qualified part from local market and claim TEMSA with original invoice. The cost of the part can not exceed the 110 % of the urgent order price of TEMSA. In such cases, Authorised Service shall get preapproval from TEMSA; otherwise the invoice will not be paid by TEMSA.
- 10.9** Any decision aiming at determining whether the works are performed under warranty or not can be taken by Authorised Service must always abstain from taking a position thereon towards the customer.
- 10.10** Authorised Service shall repair all warrantable failures without charging to the customer during the new vehicle's warranty period.
- 10.11** Authorised Service shall submit the warranty claims through the online system assigned by TEMSA. TEMSA Authorized Service shall be granted access to online system through the password supplied by TEMSA. In case of any change in the system, TEMSA Authorized Service shall adopt the new system within 6 months.



- 10.12** TEMSA Authorized Service shall include the key mandatory points in any warranty claim report. If the warranty claim does not provide the basic information then it will be considered as incomplete and therefore it will be rejected.
- 10.13** If the applications for warranty performances are recognised by TEMSA, TEMSA shall pay the related fee to Authorised Service.
- 10.13.1** TEMSA shall pay the time needed to perform the repairs under warranty on the basis of an hourly rate. The charge for labor shall be based on the Warranty Hourly Labor Rate established by TEMSA multiplied by the standard time allowance in the latest Flat Rate Manual designated by TEMSA. If TEMSA indicates a certain labour value, such value must also be followed by Authorised Service.
- 10.13.2** TEMSA shall refund the Original TEMSA Components, bought from TEMSA according to the stock order price plus % 15 compensation rate. For the cases, in which Authorised Service has an urgent order, TEMSA will only pay the urgent delivery cost, not the % 15 compensation rate.
- 10.14** Authorised Service is responsible for the quality of its diagnosis work and workmanship during the repair. Repeat repairs caused by weak warranty processes, faulty workmanship, poor diagnosis or incorrect repair techniques shall not be charged to the customer or TEMSA.
- 10.15** TEMSA will inform Authorised Service about the modification via e-mail and Authorised Service must follow the modification through <http://online.temsa.com>. Authorised Service can access the modification bulletins through online system assigned by TEMSA. The password will be supplied by TEMSA. Authorised Service shall apply the modifications before the expiry date. If the modification will be applied after the expiry date, the costs of the unused parts and the delivery costs will be charged to Authorised Service. The communication language must be English for warranty and regional coordinators. Authorised Service shall follow up the modifications of the vehicles according to the Modification Bulletin. The parts for the Field Fix and Service Campaign will be supplied by TEMSA free of charge. Authorised Service shall report the part usage in a monthly period and / or whenever asked by TEMSA. If the parts for the Field Fix and Service Campaign will not be reported to TEMSA, they will be invoiced to Authorised Service.
- 10.16** Authorized Service shall apply the bulletins according to the Temsa Bulletin procedure.
- 10.17** Authorized Service shall be responsible to work and complete the modifications and bulletins on Temsa vehicles within its territory, in accordance with the regulations and rules of the country where the Authorized Service is located.

## **11. SPARE PARTS**

- 11.1** Authorised Service shall undertake to equip and run a warehouse in proportion to the size of its company and vehicle volume in the market.
- 11.2** Authorised Service shall provide and maintain a sufficiently large stock of Original TEMSA Parts in order to be always able to carry out Service Operations of a normal extent quickly and purposefully.
- 11.3** The urgent + vor orders ratio shall be followed each month. At the beginning of each calendar year the PARTIES shall agree on a target level to be realised by Authorised Service. (Service has to reach a target of  $\frac{uo+vor}{total\ order}$  which should not exceed the 15% within following years.)
- 11.4** The available Original TEMSA Parts in the warehouse shall at all times be ready to be used in order to guarantee a proper and permanent service.
- 11.5** The Original TEMSA Parts must be carefully classified, separately from the other parts and accessories.
- 11.6** The Original TEMSA Parts must be permanently protected against the action of dirt and moisture at all times.
- 11.7** At the beginning of each calendar year the PARTIES hereto shall agree upon a specific turnover for Original TEMSA Parts, to be realised by Authorised Service.
- 11.8** Authorised Service shall always allow TEMSA to inspect the warehouse.

- 11.9** If Authorised Service uses other parts than the Original TEMSA Parts, Authorised Service shall be obliged to mention this clearly on the invoice. In such case, TEMSA shall not take over the warranty obligation for any defects or damage resulting there from.
  - 11.10** Authorised Service shall not use the numbers of the Original TEMSA Parts for the other spare parts and shall not use other part numbers than TEMSA part numbers for the Original TEMSA Parts.
  - 11.11** Authorised Service shall place orders through TEMSA's online system. The password will be supplied by TEMSA. TEMSA shall deliver the Original TEMSA Parts to Authorised Service according to the Annex 4 of this Agreement.
  - 11.12** TEMSA shall carry out the orders of Authorised Service according to the production possibilities and/or Logistics Center stock availabilities and delivery lead times of TEMSA suppliers.
  - 11.13** TEMSA shall deliver Original TEMSA Parts to Authorised Service on the basis of the current service price list of the TEMSA at the time of the order. On service prices Authorised Service shall get discounts applied at the time of the order for the Original TEMSA Parts. The list of current discount groups is attached as a Annex 4 of this Agreement. TEMSA may modify the list of discounts in whole or in part; Authorised Service shall be informed of such modifications by TEMSA in advance.
  - 11.14** In the Spare Parts invoices that TEMSA prepares; prices will be service prices with all discounts applied.
  - 11.15** The prices mentioned in the spare part catalogue of TEMSA shall be merely indicative for the sale of Authorised Service.
  - 11.16** Both PARTIES should measure the availability and service rate and follow the improvement with setting a target at the beginning of each year. The availability level of TEMSA Authorized Service Center shall not be less than 90% within following years.
  - 11.17** TEMSA Authorized Service Center shall send the Activity Report every three months and Year-End Report in January to TEMSA. (Activity Report : Sales, Availability, Service Rate, Stock Turnover Details, CRM data, Market and Product Data, etc)
  - 11.18** Upon the terms and conditions stated in this agreement, TEMSA hereby appoints Authorized Service as TEMSA's Authorized Service for Spare Parts Sales in Agreement Territory in a non exclusive manner and Authorized Service accepts the foregoing appointment as the Authorised Service of the Spare Parts Sales in its own territory.
- 12. PAYMENTS – BANK LETTER OF GUARANTEE**
- 12.1** Authorised Service shall issue guarantees which are in proportion to its turnover and financial situation and whereof precise value shall be agreed upon directly between the PARTIES .
  - 12.2** TEMSA may at all times demand that Authorised Service adjust the amount of the guarantees, taking its turnover and financial situation into account.
  - 12.3** All invoices issued by TEMSA to Authorised Service are to be paid in its due date, unless the PARTIES agreed otherwise in writing. Authorized Service is not entitled to deduct from receivables if any including sales debts.
  - 12.4** Delayed payment shall result in default interest. Authorised Service agrees to pay 0.5% interest per month from due date for each overdue payment related to this Agreement. In case of any delay in payments, TEMSA also reserves the right of deduction from Authorised Service's receivables if any.
  - 12.5** Authorised Service shall provide a "Bank Guarantee Letter". The fulfilment of the liabilities of the Authorised Service towards TEMSA shall be at all times guaranteed by an irrevocable and unconditional Bank Guarantee in favor of, and held by TEMSA, payable on first demand, issued by a reputable bank approved by TEMSA. In order to be valid and acceptable, the text of the bank guarantee shall be approved by TEMSA. The amount of the bank guarantee will at no time be for



less than equivalent of [..... ] Euros. The amount of the Bank Guarantee will be renewed at least each year depending on the sales value.

- 13.** ASSIGNMENT: The rights and obligations of Authorised Service included in this Agreement shall not be transferred to any third PARTY.

**14. CONFIDENTIALITY**

- 14.1** During the term of this Agreement and for the purposes of this Article, “Confidential Information” means all information (including, without limitation, any information relating to the TEMSA Products, operations, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities and business affairs) disclosed by a PARTY (hereinafter referred to as the “Disclosing PARTY”) to the other PARTY (hereinafter referred to as the “Receiving PARTY”), whether in writing, verbally or by any other means.
- 14.2** During the term of this Agreement and for 10 year time period from the date of termination or expiration of this Agreement for any reason whatsoever, the Receiving PARTY of any Confidential Information shall:
- 14.3** not disclose the Confidential Information to any person, except with the prior written consent of the Disclosing PARTY or in accordance with the subsections below;
- 14.4** not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement. After the date of termination or expiry, the Receiving PARTY shall not use Confidential Information for any purpose.
- 14.5** During the Term, the Receiving PARTY may disclose the Confidential Information to any of its employees and its advisors (hereinafter each referred to as a “Recipient”) to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.
- 14.6** The Receiving PARTY shall procure that each Recipient is made aware of and complies with all the Receiving PARTY's obligations of confidentiality under this Agreement as if the Recipient was a PARTY to this Agreement. In case of breach of this article by any of the PARTIES and/or their recipients, the receiving PARTY will pay a penalty of ..... Euro's to the Disclosing PARTY. The rights of claiming the damages exceeding this penalty amount by the Disclosing PARTY is reserved.
- 14.7** The obligations contained in this article shall not apply to any Confidential Information which:
- 14.7.1** is in public domain on the date of this Agreement, or comes into the public domain at any time after the date of this Agreement other than through breach of this Agreement by the Receiving PARTY or any Recipient;
- 14.7.2** can be shown by the Receiving PARTY to have been independently developed by the Receiving PARTY before disclosure by the Disclosing PARTY to the Receiving PARTY; or
- 14.7.3** is already in the lawful possession of the Receiving PARTY or is lawfully acquired from third PARTIES ; or
- 14.7.4** is required to be disclosed to a government agency or regulatory body in accordance with the relevant laws.
- 14.8** Any Confidential Information given by a PARTY to the other PARTY is considered as furnished for use solely in connection with the transactions contemplated by this Agreement and shall be returned by the Receiving PARTY to the Disclosing PARTY upon request. In this case, the Receiving PARTY shall certify that it has destroyed or returned all copies of the Confidential Information in its possession.

**15. TERM, TERMINATION/EXTENSION**

- 15.1** This Agreement shall come into force on the date of its signature by both contracting PARTIES and shall have a term of five years. On the date of expiry of the Term, it ends by itself without the need for notice of termination from any PARTIES ; continuation of trade relation between the

PARTIES do not stand for renewal of the agreement, hence it is obligatory that a written agreement is drawn up for renewable to be valid.

- 15.2** Each contracting PARTY may terminate this Agreement with an immediate effect written notice for material reasons without notice. In particular, may be regarded as urgent reasons, the cases wherein in the other contracting PARTY:
- 15.2.1** has not obtained or loses the authorization to perform the business activities in accordance with the performance of this Agreement,
- 15.2.2** suffers serious losses in running its company, is in state of insolvency, is the subject of seizure or lien or forced execution measures of its assets, goods or the account of its company, was adjudicated bankrupt, is liquidated voluntarily or by court, has applied for composition, has made out cheques or bills of exchange without funding, is the subject of protested cheques and bills of exchange
- 15.2.3** personal, structural or financial problems arise in its company, which cannot be solved in the short run, and the compliance of the essential obligations under this Agreement becomes impossible, acts contrary to the essential stipulations of this Agreement in spite of repeated warnings and notice of default whereof such PARTY was duly informed. Shall be regarded as infringements of essential contractual stipulations in particular the non-observance of the TEMSA service standards and the repeated refusal of Authorised Service to enter into an agreement on the selling purposes with the TEMSA.
- 15.3** An urgent reason is deemed to exist
- 15.3.1** if the activities of a director or any offices of Authorised Service threaten to harm the interests of TEMSA.
- 15.3.2** if Authorised Service infringes its information obligations under this Agreement.
- 15.4** The termination of this Agreement shall be made by registered letter.
- 15.5** The foregoing list is not limitative for the cases of urgent reasons which may result in the immediate termination of this Agreement and which are given without prejudice to any of the rights of the PARTIES hereto.
- 15.6** In addition, this Agreement may be terminated with immediate effect, without notice of termination if:
- 15.6.1** a competitor of TEMSA, acquires a participating interest in the company of Authorised Service,
- 15.6.2** the property structure of the Authorised Service is essentially changed.
- 15.6.3** Authorised Service degrades and places in bad repute the name and reputation of TEMSA expressly or by virtue of its methods of handling and/or performing its obligations herein; any PARTY conducts a material breach
- 15.7** Compensation for Damage: Authorised Service agrees to compensate and indemnify TEMSA for all the losses and damages resulting from the violation of Authorised Service of any article of this Agreement.
- 15.8** The PARTIES shall have no liability to the other PARTY by any reason of not executing a new agreement after the completion of the 5 years.
- 16. RELATION TOWARDS FORMER AGREEMENTS**
- 16.1** Any and all modifications, extensions and the termination of this Agreement shall be made in writing and signed by PARTIES . Separate verbal agreements shall not be valid in law and shall not bind the PARTIES hereto. The Annexes to this Agreement shall form an integral part hereof.
- 16.2** Upon the entry into force of this Agreement, any and all foregoing agreements prior to this Agreement, relating to this contractual relationship, shall not be binding and are considered null and void.
- 16.3** After signing this Agreement, Authorised Service can no longer make any claims on the basis of the foregoing agreements against TEMSA.

## **17. PLACE OF PERFORMANCE, COMPETENT COURT**

- 17.1** In the event of disputes resulting from or related to this Agreement or any Annexes to this Agreement, the PARTIES hereto shall try to reach a settlement first by means of joint consultation.
- 17.2** The place of performance of the obligations under this Agreement shall be the registered office of TEMSA insofar as from the nature of the obligations concerned there is no other place of performance or the PARTIES hereto have not agreed upon another place of performance in a separate case.
- 17.3** This Agreement is subject to, interpreted and construed in accordance with the Turkish Law. In case of any dispute, PARTIES hereto agree and accept the competency of the courts and execution offices of Adana, Turkey which will implement jurisdiction.

## **18. PARTIAL NULLITY, LIABILITY**

- 18.1** Should one of the stipulations of this Agreement be or become null or void, the remaining stipulations of this Agreement shall remain in force within the limits determined by the law and regulations concerned. The PARTIES to this Agreement shall undertake to replace said stipulation by another similar stipulation, if this is permitted by law.
- 18.2** Each contracting PARTY shall bear the risks resulting from this Agreement and the performance thereof itself. More in particular, TEMSA shall not assume any responsibility for actions undertaken by Authorised Service within the framework of this Agreement or obligations entered into to perform this Agreement. No stipulation of this Agreement can be construed in such way as to allow third PARTIES to enforce their rights towards TEMSA.

## **19. ANNEXES TO AGREEMENT**

The following country specific Annexes form an integral part of this Agreement:

Annex 1: Temsa Service Standards

Annex 2: Temsa Visual Identity Guideline

Annex 3: Temsa Warranty Manual

Annex 4: Terms & Conditions of Original Temsa Components

Annex 5: Operational Costs & Limits

## **20. FORCE MAJEURE**

- 20.1** "Force Majeure" means all events, which are beyond the control of the PARTIES to this Agreement, and which are unforeseen, unpredictable or unavoidable, and which prevent total or partial performance by a PARTY. Such events shall include but are not limited to shipwrecks, acts of nature, act of a public enemy, fires, flood, accidents, strikes, wars, acts of terrorism, insurrections and any other event the occurrence of which is not foreseeable and cannot be reasonably overcome or avoided.
- 20.2** If an event of Force Majeure occurs, to the extent that any contractual obligation of a PARTY cannot be performed as a result of such event, such contractual obligation shall be suspended while the Force Majeure subsists and the due date for performance thereof shall be automatically extended, without penalty, for a period equal to such suspension.
- 20.3** The PARTY encountering Force Majeure shall promptly inform the other PARTY in writing and shall furnish appropriate proof of the occurrence and duration of such Force Majeure. In the event of Force Majeure, the PARTIES shall immediately consult and the PARTY impacted by Force Majeure shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

## **21. MISCELLANEOUS PROVISIONS**

- 21.1** In this Agreement the communication language must be English between PARTIES .
- 21.2** This Agreement is made out in the English language in two identical copies with original signatures, one copy for each of the PARTIES hereto.
- 21.3** In case of any dispute between PARTIES , dispute resolution language is English.
- 21.4** The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. Any contractual stamp duty or other fiscal charges are to be covered by Authorised Service.
- 21.5** In the scope of this Agreement, all the written notifications of the PARTIES will be served to the abovementioned addresses. The PARTIES declare the abovementioned addresses as their legal service addresses. Both PARTIES shall notify any change regarding their addresses to the other PARTY 7 days prior to the written notice. Otherwise all the notifications and notices which are served to the mentioned addresses will be deemed as binding and effective.
- 21.6** This Agreement, which was signed by representatives, named below, of each of the PARTIES hereto, constitutes the entire agreement between the PARTIES hereto. No collateral agreements to this Agreement have been made. to be effective all amendments and additions to this Agreement shall be made in writing and added to this Agreement in the form of addenda.

Date .. /.. /2017

*Acknowledged and Accepted*

*Acknowledged and Accepted*

TEMSA  
 TEMSA GLOBAL SANAYİ. ve TİCARET A.Ş.

AUTHORISED SERVICE  
 .....

By.....

By.....

By.....

By.....