

SELLER – BROKER AGREEMENT

BACKGROUND:

This Seller - Broker Agreement (hereinafter the "Agreement") is made on Saturday, January 13, 2024 (the "Effective Date"),

By and between,

_____ (Company, with headquarters at _____, Registration Number [0000000000000] represented by [_____], in the capacity of [Head of Accounts] hereinafter the "Seller"

and

Turkgroup International Proje Danismanlik, Ithalat-Ihracat San Sti Ltd, with headquarters at [**18B Kavakledere Cad, Demerci Mahallesi, Nilufer. Bursa. Turkey 16159**], Registration Number [871088375700001] represented by [**Emaad H. M. Muhanna**], in the capacity of [**Corporate Director**] hereinafter the "**Broker**"

The individuals may be known together collectively as "Parties." All references to the Broker and Seller in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

WHEREAS, Seller desires to sell certain goods;

WHEREAS, Broker has contacts within the following industry: *International Trade*, and desires to act as an intermediary finder of Buyers for Seller's goods;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the Parties agree as follows:

I) LEGAL COMPLIANCE

1. As required by the following industry: Trade Industry, Broker shall comply with all applicable laws and has obtained the appropriate and necessary licenses to provider broker services.

II) SERVICES PROVIDED

2. Broker shall use commercially reasonable efforts and adequate business time and attention to identify interested Buyers of Seller wishes to make sales to and introduce the interested buyers of such goods to Seller.

3. Broker shall use commercially reasonable efforts and adequate business time and attention to find interested buyers of the following goods:

Gold Dore Bar

4. All interested buyers of goods shall be identified in writing by Broker to Seller ("Identified Business") before they shall be deemed covered by this Agreement.

5. This Agreement shall not apply to and Broker shall not be entitled to collect a Fee (defined below) for:

(a) interested buyers of goods to which Seller has previously been introduced to by another party at any time during the Term or the 12- month period prior to the Effective Date, or

(b) uncompleted deals with interested buyers represented by the Broker, either directly or indirectly.

III) TERM AND TERMINATION

6. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.

7. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

IV) EXCLUSIVITY

8. For the term of this Agreement, Broker shall have the non-exclusive right to introduce prospective buyers to the Seller.

V) FEES AND PAYMENT

9. The Broker will take part in the transaction between the parties, with the Seller having the right of final approval of the deal.

10. The following must take place in order for the Broker to be paid. If these conditions are not met, Broker will not receive payment for making the introduction.

A transaction is considered successful only if the Seller is able to make a deal to sell to the interested Buyer introduced to them by the Broker

11. The Broker's commission shall be calculated as 2% (2 percent) of the new value of the sale invoiced by the Seller to the Buyer as a direct result of an introduction of Buyers to the Seller by Broker. Net value shall exclude any charges and of all taxes of any kind, and provided that such additional charges and taxes are separately stated in the invoice.

12. Upon determination of broker fees due, the Broker shall issue an invoice to the Seller and payment shall be due within thirty (30) days from the date of the invoice.

13. Acceptable forms of payment include the following:

Direct Bank Transfer to specified account by the Broker on the Invoice

14. The commission shall be calculated and paid to Broker in United States Dollars as per the contract of sale on which the commission is payable.

VI) LATE PAYMENTS

15. For any fee payment that is not paid within thirty days of its due date, the Agent shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 1% per day (1 percent) of the outstanding fee payment.

VII) NON-CIRCUMVENTION

16. During the term of this Agreement, Seller will not attempt to do business with, or otherwise solicit any Buyers found or otherwise referred by Broker, to Seller for the purpose of circumventing, the result of which shall be to prevent the Broker from realizing or recognizing a commission or Broker's fee.

17. If such circumvention shall occur, the Broker shall be entitled to any commissions due pursuant to this Agreement or Broker's fee relating to such transaction.

VIII) CONFIDENTIALITY

18. The term "Confidential Information" shall include any proprietary information, in whatever form, that:

- (a) is provided by Seller to Broker, including information regarding Seller's businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or
- (b) concerns any agreements that Broker may aid Seller in entering into; or
- (c) consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by the Broker derived from, or including material portions of, the Confidential Information.

19. Confidential Information shall not include any information that:

- (a) is already known to the Broker at the time of its disclosure;
- (b) is or becomes publicly known through no wrongful act of the Broker;
- (c) is communicated to a third party with the express written consent of Seller; or
- (d) is lawfully required to be disclosed, provided that before making such disclosure, the Broker shall immediately give the Seller written notice and cooperate in the Seller's actions to assure confidential handling of such information.

20. The Broker shall safeguard and keep confidential the Confidential Information and shall not disclose any Confidential Information to any other person or entity.

21. The Broker shall not use the Confidential Information for any purpose other than those related to the services they provide to the Seller.

22. All such Confidential Information and any copies obtained thereof shall be returned to the Seller promptly upon its written request and shall not be retained in any form by Broker.

IX) ENTIRE AGREEMENT

23. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

X) SEVERABILITY

24. The parties have attempted to limit the non-circumvention provision so that it applies only to the extent necessary to protect legitimate business and property interests.

25. If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

26. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XI) AMENDMENT

27. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XII) DISPUTE RESOLUTION PROCEDURES

28. Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of *South African Arbitration* Law by *3 Arbitrator* appointed in accordance with the said rules. The place of arbitration shall be *South Africa*. The language of the arbitration shall be *English*.

XIII) APPLICABLE LAW

29. This Agreement shall be governed by the laws of the Republic of South Africa.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Signature of **Emaad HM Muhanna**, Broker

Date: **October 7, 2023**



Signature of _____, Seller

Date: **October 17, 2023**

