

COMMISSION AGREEMENT

This Commission Agreement (hereinafter referred to as the "Agreement") is made and effective [05 DECEMBER 2023] (the "Effective Date"),

BY AND BETWEEN: **XX**, with an address of **XX**, Ghana, hereinafter referred to as the "Seller".

AND: **TURKGROUP INTERNATIONAL PROJE DANISMANLIK İTHALAT İHRACAT SAN VE TİC LTD ŞTİ., LIMITED** (hereinafter referred to as, with an address of, hereinafter referred to as the "Broker",

collectively referred to as the "Parties".

AGREEMENT

The Parties hereby agree that the Seller authorizes the Broker to market, identify and finalise **Buyers** for **GOLD BAR** on behalf of the Seller. The Broker, in turn, agrees to indemnify himself/herself as an authorized Broker of the Seller for such sale.

THE SALE

The Parties agree that the prices of the product(s) have been set according to LBMA Minus 12% in USD (gross) Fixed, (of which 8% discount (Net to Buyer) and 2% paid by the Seller to the Broker according to IMFPA.

TERM

This Agreement shall be effective on the specified Effective Date and will continue unless cancelled by mutual written consent from both Parties.

GEOGRAPHY

The Parties agree that the Broker will sell the product(s) in any geographical area.

RELATIONSHIP OF THE PARTIES

The Parties agree that this Agreement does not establish an exclusive relationship. The Parties are deemed to be independent contractors.

CONFIDENTIALITY

All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential, unless legally required to disclose. This section will remain in effect even after the termination of this Agreement for a period of 3 years.

COMMISSION EARNINGS AND DISTRIBUTION

- a) The Parties hereby agree that the Broker will be paid a 2% (2 percent) of product price paid after the completion of transaction of each Tranche, paid by the Seller to the Broker in consideration of the Broker's efforts and cooperation in assisting with the conclusion and execution of the Sales of the specified products, by means of Bank Transfer to such Bank Account as the Broker may designate from time to time.
- b) COMMISSION shall be paid within 14 (Fourteen) days after the SELLER has received payment from the BUYER for each Tranche.
- c) The total commission agreed upon in this agreement shall be distributed evenly and equally among the following Agents in consideration of their efforts and cooperation.
 1. TURKGROUP INTERNATIONAL PROJE DANISMANLIK İTHALAT İHRACAT SAN VE TİC LTD ŞTİ., LIMITED
- d) If due to any reasons whatsoever, the Sales Agreement does not become effective, or is cancelled and/or rescinded by the BUYER/SELLER due to whatever reason; the SELLER shall be immediately released and discharged from its obligation to pay any unpaid installment or installments of the Commission. In the event hereof, this AGREEMENT shall be henceforth deemed to be null and void and of no further effect.

TERMINATION

This Agreement may be terminated in the event that any of the following occurs:

- a) Immediately, in the event that one of the Parties breaches this Agreement.
- b) At any given time by providing written notice to the other party 60 days prior to terminating the Agreement.
- c) In the events that this agreement is terminated by the Seller, the Broker remains entitled to full payment of outstanding commission related to the sales performed prior to the termination of this agreement.

REPRESENTATION AND WARRANTIES

The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties may not violate the rights of any third party or violate any other agreement made between them and/or any other organization, person, business or law/governmental regulation.

SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

This Agreement is governed by, and interpreted in accordance with, the laws of South Africa without regard to its principles of conflicts of law.

ALTERNATIVE DISPUTE RESOLUTION

Any disputes arising out of this Agreement will be resolved through negotiation in accordance with the laws of South Africa.

AMENDMENTS

Any amendments to this Agreement must be in writing and signed by both Parties to be enforceable.

ASSIGNMENT

Neither Party may assign their responsibilities under this Agreement to a third party unless agreed upon in writing by both Parties.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURES

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

SELLER

BROKER

Signed (signature)

Signed (signature)

Print Name

Emaad Hamdi Muhanna
Print Name

Date

Date