



GOLDBERG IMPEX LLC

1001 S.MAIN ST. STE 600, KALISPELL, MT.59901,USA

Phone : +1 251 290 4550 Fax : +1 251 214 0758

www.goldbergimpexllc.com - info@goldbergimpexllc.com

Montana, US, Registered Entity Number : C1356154

MEMORANDUM OF UNDERSTANDING, **CONFIDENTIALITY AND RELIABILITY**

WHEREAS, the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C.).

WHEREAS, the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as "AFFILIATES").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

NATURE OF THIS DOCUMENT:

- 1) The purpose of this instrument is to establish an internationally recognized non-circumvention, non-disclosure and agreement of work and commissions between the signatory participants, "the parties".
- 2) Service of instrument of convenience between the parties for the purposes laid down in the structure contained therein.
- 3) To establish the conditions under which commissions are assigned to the intermediary parties in the intermediation of business in the commodities sector and its derivatives.
- 4) According to the rules of lawful trade and rules applicable to this Convention.

LEGAL BASE

This Agreement is understood and interpreted in accordance with the definitions and standards of the International Chamber of Commerce Convention (I.C.C.), including publications, which are considered to be incorporated herein as an integral part of the

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Party 2 (Initials)



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Agreement and the laws applicable to Commonwealth countries, European Union countries and U.S. laws and their courts.

Whereas the Parties that sign this agreement or memorandum wish to enter into this Agreement, in order to define legal and contractual obligations, taking into account their promise of compliance and will in this document and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties voluntarily, legally and irrevocably, their obligations and duties of confidentiality, and undertake not to circumvent, avoid, ignore, directly and/or indirectly ignore, mutually set out herein.

ARTICLE 1: AGREEMENT NOT TO NEGOTIATE WITHOUT CONSENT.

The Parties and/or their affiliates may not in any way request and/or accept any type of business from the sources that have been made available by and/through the parties to this Agreement. The parties may not in any way access, contact, request and/or conduct any transaction with these related sources or companies through this Agreement, without the express and specific permission of the Parties providing the information. Intervening agents who have prior agreements with their exclusivity customers must be respected and complied with by the undertakings and the other facilitators. This agreement shall be communicated to the parties in writing, accompanied by the instrument and documents containing the exclusive contract.

ARTICLE 2: AGREEMENT NOT TO REVEAL.

The parties agree to complete confidentiality and irrevocability that they do not directly or indirectly disclose to third parties any information provided by the Parties, or otherwise acquired, in particular contractual terms, product or manufacturing information, prices, fees, financial agreements, schedules and information on the identity of sellers, producers, buyers, financiers, borrowers, intermediaries, facilitators, distributors, refineries, manufacturers, owners of the technology, or their names, representative and specific individuals, addresses, directors, or telex/fax numbers/telephone, email addresses, references, product or technology information and/or other information provided by the

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Parties, which may be delivered to third parties, without the prior written permission of the Parties that provided such information.

ARTICLE 3: AGREEMENT NOT TO AVOID.

The Parties undertake not to circumvent or attempt to circumvent this Agreement in an effort to earn fees, commissions, remuneration or considerations for the benefit of one or more of the party(s), or third parties outside this Agreement and exclude others or agree to the benefit of any other Party in the interests of the main parties to the negotiation.

ARTICLE 4: COLLABORATION AGREEMENT.

This Agreement shall in no way be construed as an association agreement, which goes beyond what is set forth herein and in accordance with international business standards, the primary purpose of which is to facilitate the purchase-and-sell relationship between supplier and buyer. Where each of the parties you meet within this document are intermediaries in the field of commodities and derivatives, so neither party will have a claim against any of the companies or assets of any other Party, unless this demonstrate sizing that your direct interests in your participation have been affected by one of the parties for breach of this contract, neither party shall be liable for any other party contained in this document, without there being a link that expressly relates it and relates to the subject matter of this contract.

ARTICLE 5: DISCLAIMER OF THIS AGREEMENT.

In the event of non-compliance with the above and agreed upon and your statements in this agreement by any of the facilitators or intermediaries or the Parties, directly or indirectly, the affected party shall be entitled to compensation, equal to damages for breach of contract, i.e. the total commissions, fees or benefits that would be owed to you from the outset, all expenses, including, but not limited, all costs and legal expenses incurred lost income, and compensation for all damages caused by the violating party and not complying with the violation due to such non-compliance, and will be carried out without delay, and will be enforceable by law.

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ARTICLE 6: EXCLUSIVE JURISDICTION.

This Agreement is valid for any and all transactions between the parties hereto and shall be governed by applicable law in all Commonwealth countries, European Union countries, Asian countries, U.S. courts, or under the law in the event of a dispute, the arbitration court of the International Chamber of Commerce of the ICC GENEVE (SWISS) is located in Zurich.

The signatory parties accept exclusive jurisdiction. This agreement shall be valid for a minimum period of five (5) years from the date of the agreement, and for five (5) years after each transaction or exchange of information is completed, whichever comes later, with an additional automatic renewal of one (1) year at the close of each transaction or exchange of information, and thereafter at the end of any extension period, without the need for advice, unless mutually agreed in writing to terminate the transaction or exchange of information, and thereafter at the end of any extension period, without the need for advice, unless mutually agreed in writing to terminate the transaction between the parties, and such termination may only occur at the end of any extension period, and must be recognized by notification by registered mail thereof; if all parties fail to notify within ten (10) days of the beginning of a new extension period, the agreement shall be interpreted to be in full force and, indeed, between the parties for another five (5) year.

ARTICLE 7: CONTRACT DISPUTES.

The Parties agree that any dispute, claim, and/or dispute arising out of and/or in connection with any part of or breach of this Agreement and which cannot be resolved between the Parties themselves shall be settled and binding by and/through arbitration in accordance with the rules and through the I.C.C. institution. Any decision and/or expense made by the arbitrators shall be final and conclusive and binding on the Parties and enforceable in the court of justice.

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ARTICLE 8: LOSS OF INFORMATION BY MAJOR FORCE.

A Party may not be considered, or prosecuted in violation of this Agreement, where the violation is due to circumstances beyond its control, including, but not limited to criminal acts, civil unrest, natural disasters and hacking of privileged information or contract(s) without the intervention, participation or assistance of one or more of the Parties to this Agreement.

ARTICLE 9: PAYMENT OF COMMISSIONS.

All agreed considerations, benefits, bonuses, participation, charges and/or commissions received as a result of contributions from the Parties herein and/or Agreement in connection with any and all transactions shall be assigned and distributed in accordance with the provisions of the Director(s) "Irrevocable Master Fee Protection Agreement" (IMFPA) or "Payment Order Agreement" bearing the respective transaction code sales contract.

The Parties under their respective beneficiary enterprise shall appoint a Paymaster for all members of the companies, and the distribution of the fees will be done in accordance with the Payer of their companies. That for the purposes of this agreement and intermediation trade operations is composed of representatives, which are composed of the following names. Payment shall be made within 72 hours of the mandate of the paying institution and its bank official.

ARTICLE 10: CONTROLLED ENTITIES OF THE REPRESENTATIVES.

This Agreement shall be binding on all entities, persons, family members and heirs of each Party involved. Neither party shall have the right to reassign this Agreement without the express written consent of the other parties.

ARTICLE 11: TERM OF AGREEMENT.

This Agreement shall perpetuate for five (5) years from the date hereof, or for the duration of the commercial act arising there from and under the commercial conditions agreed by the parties bound, hereby, with automatic renewals in addition to the closing of each transaction

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or exchange of information and therefore at the end of any period, without the need for publicity, unless mutually agreed in writing or determined by all Parties there to, which terminates the transaction can occur only at the end of any trading period greater than one year. And given the binding nature of intermediation, none of the facilitators shall, under any circumstances, oblige the person representing the company to repeal any payment other than that strictly arising from the descriptive commercial transaction and validated by the parties, as long as the commercial relationship between the Buyer-Seller endures.

ARTICLE 12: GENERAL CONDITIONS.

12.1 Each Party by signing below warrants that it is duly entitled, in its right or the enterprise, respectively called to comply with and be bound by the commitments and obligations contained herein, whether a natural, legal or natural person corporate entity.

12.2 This Agreement shall:

- A. They shall be binding on all present and future transactions referred to, by any of the parties to this agreement to facilitator, brokerage and advice on the purchase of commodities and derivatives for a period of one year, extendable for 5 years provided that they relate to the object of this contract or a new business is established whose object relates to the business of buying and selling commodities and derivatives, the company being obliged to pay the fees for product (commodities) that it acquires.
- B. This Agreement shall be signed electronically in one or more copies which shall be held by the parties.
- C. Electronic Documents Transmissions ("EDT")) shall be deemed valid and enforceable against any provision of this Agreement. Either Party may request a copy of any document that has been previously transmitted by electronic means provided, however, that such request may in no way delay the parties from complying with their respective obligations and duties under EDT instruments.
- D. I.C.C.: The Term Agreement 2004 E-commerce: The Parties agree: (a) that the use of electronic messages via institutional emails, generate valid and enforceable rights and obligations between them; and (b) that to the extent permitted by applicable law,

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electronic messages will be accepted as proof, provided that such electronic messages are sent to addresses and in the formats, where applicable, either expressly or implicitly designated by the recipient; and (c) not to challenge the validity of any communication or agreement between them for the sole reason of the use of electronic means, regardless of whether such use is reviewed for any natural person.

E. Negotiated under market conditions and between persons satisfactorily and with knowledge of the matters covered by this Agreement. Accordingly, this Agreement shall be construed to achieve the purposes and purposes of the Parties, without any presumption against the Party responsible for the wording of any part of this Agreement.

ARTICLE 13: ON THE EXTENT OF THIS DOCUMENT, BINDING ACTION BETWEEN THE PARTIES AND THE METHODOLOGY OF THE DISTRIBUTION OF COMMISSIONS.

It is established that, of the total sum on the value of the commissions, given to the seller or who will agree with the buyer even via who their representatives are mandatory, for the purposes of this commercial act and those derived under the same terms.

The committees shall be divided according to the degree of participation and the functions carried out by the facilitators and their representatives. The basis of calculation shall be the contracted amounts expressed in commodities on the total value of the profits of each main transaction and will be reflected in the NCNDA-IMFPA, the commissions of the facilitators or agents of the buyer and the seller, always shall be in equal parts, unless one of the parties to the main commodities sales business has agreed on a higher percentage, subject to the consent of the buyer or seller.

All transactions arising from this framework contract will be specified and established in an ADENDUM or NCNDA-IMFPA where mention will be made of the commissions received and generated in each transaction individually to each facilitator or controller according to the business agreement.

The signatories herein acknowledge that they have read all the pages of this agreement and fully understand the terms and conditions contained therein, and that with their signature

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they unconditionally and voluntarily accept this agreement with their terms and conditions from date indicated in the final paragraphs.

ARTICLE 14. FINAL PROVISION.

The purpose of this agreement is to express the best practices in business management of the commodities sector and its derivatives, sale of services and any other commercial action related to the commodities business, duly agreed between the parties; related to the management of trade law investment in the world. It is not, does not have, and cannot be an obligation beyond what has been expressed, the intermediaries, are not responsible for the agreements, nor obligations entered into by the parties to the contract of purchase [1] sale of commodities, nor the conditions agreed for these, the agents shall have no criminal, civil or administrative liability related to the negotiations, their opinions, are not binding on the parties involved in the main business of buying sales of commodities and their derivatives, is everything, in which the parties agree through signatures.

This agreement must be signed and sealed by the parties in each and every one of its sheets, the signatures of this agreement received through facsimile, e-mail and/or e-mail will be considered executed and enforceable contracts for any legal purpose, the signatories attest to the veracity of this document, each of the parties will have in their possession a copy, the signatures may be electronic, for all purposes this document can accompany the actions and interventions of the agents, only by making mention of this agreement and the registration of electronic communications and other documents are evidence of the efforts made by the agents or operators of the business or marketing of commodities.

PARTY 1 will control the good faith of this contract, ensure that all parties comply with their legal obligations and mandates, and may report any international economic criminal offense in which any part of this contract is involved, as well as the falsity of the information provided by them.

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THE PARTIES ARE:

PARTY 1

Name: Zafer Galip OZBERK

Company: Goldberg Impex LLC

EIN: 36-5062912

Address: 1001 S.MAIN ST. #600 KALISPELL, 59901 MT, USA

Mobile: +1 (251) 290 4550

Email: zafer@goldbergimpexllc.com

RGN: C1356154 - 19.04.2023

Passport No.: U 14384968 - TURKEY

Nationality: TURKISH

Signature and seal:

Place & Date: XXX, XXX xx^{xx}, 2023

PARTY 2

Name:

Company:

Trade Reg No:

Address:

Mobile:

Email:

Passport No.:

Nationality:

Signature and seal:

Place & Date: XXX, XXX xx^{xx}, 2023

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