

NON DISCLOSURE, NON CIRCUMVENTION

&

WORKING AGREEMENT

NON-CIRCUMVENTION, NON-DISCLOSURE

AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS MADE EFFECTIVE ON July 10, 2020

Whereas, the undersigned parties are mutually desirous of doing business with respect to the arranging, selling and buying and in cooperation with one another and with third parties for their mutual benefit. The documents which are going to follow this agreement like letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments and/or any information contained in such documents will not be passed, under any circumstance, into another intermediary or broker or trader or whatever company or private persons who are not *related to this transaction or leading to* end buyers or end suppliers without prior specific written consent of the party(s) providing such in-formation.

This agreement is made and entered into on this date, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as **“The Parties”** jointly severally, mutually and reciprocally for the terms and conditions expressly state and agree to below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiate by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement hereinafter referred to as **“The Transaction”** (Project/Transaction) described below:

Nitrile examination glove 20M boxes per week for one year

NOW, THEREFORE IT IS AGREED

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The intending parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between **"The Parties"** with procedures, seller, buyers,

BROKERS

brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in uncontracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal council or initiate buy/sell relation-ship or transactional relationship that by-passes one of **"The Parties "** to one another in connection with any on-going and future transaction or project.

AGREEMENT NOT TO DISCLOSE

"The Parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party, *who are not related to this transaction or leading to end buyers or end suppliers*, any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the party(s) providing such information.

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration to be paid as part of transaction covering **"The Parties"** to this agreement, shall be agreed upon by separate written agreement by **"The Parties"** concerned and shall be paid at the time such contract designated, concluded or monies changing hands

between buyers and sellers, unless otherwise agreed among **“The Parties”**. Each agreement will be an individual, with payment outlined within the contract.

“The Parties” hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that **“The Parties”** are not an integral member to a specific commission and fee, remuneration agreement.

AGREEMENT TO INFORM

In specific deals where one of **“The Parties”** acting as an agent allows the buyers or buyer’s mandate, and the seller to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or buyer’s mandate and the seller.

TERM

This agreement shall be valid for the specific item detailed commencing from the date of this agreement.

This agreement shall apply to: **5 Years from July 13, 2020.**

All transactions originated during the term of this agreement.

ARBITRATION

All disputes arising out of or in connection with the settled under the rules of “**Arbitrators**” appointed present contract shall be finally arbitration of the “**International Chamber of Commerce (ICC)**” by one or more in accordance with the said rules.

By submitting the dispute to arbitration under these rules, “**The Parties**” undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Each of “**The Parties**” subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, “**That Party**” found in default by “**The Arbitrator(s)**” shall compensate in full the aggrieved party its heirs, assignees and/or designs for the total remuneration received as a result of business conducted with “**The Parties**” covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fair by “**The Arbitrator(s)**” for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

FORCE MAJEURE

A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of “**The Parties**”.

In case of violation of the previous articles, either directly or not the party which suffered a loss will receive a sum of money as a compensation. The amount will be the same as it should have been if the party has not been circumvented. Moreover the party will be given an exclusive payment of half of the above indicated compensation. The parties will have to settle amicably any controversies, disputes which could bring them into conflicts. Things that are not mentioned in the present agreement will be governed by the laws of the Republic of Singapore jurisprudence or for lack of the customs of the International Chamber of Commerce of PARIS. In case there should be contestant about interpretation, the execution or not the present agreement. The parties declare taking up residence within the jurisdiction of the civil court of The Republic of Singapore.

ENTITIES OWNED OR CONTROLLED

This agreement shall be binding upon all entities owned or controlled by a party and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

Neither party shall have the right to assign this agreement without the express written consent of the other.

AGREEMENT NOT TO CIRCUMVENT

“**The Parties**” agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of “**The parties**” while excluding other or agree to benefit to any other party.

NOT PARTNERSHIP AGREEMENT

This agreement in no way shall be construed as being an agreement of partnership and none of “**The Parties**” shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

TRANSMISSION OF THIS AGREEMENT

The transmission of this agreement through social media, social network (like Whatsapp, LinkedIn, Online Messenger) or any similar programs, facsimile, e-fax or e-mail shall be legal and binding.

AGREED AND ATTESTED

Each representative signed below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

This agreement supersedes any prior agreement between the parties.

Electronic signature is valid and accepted as hand signature

ACCEPTED AND AGREED WITHOUT CHANGE FOR NETWORK O N JULY 8, 2 0 2 0

PARTY'S

COMPANY NAME:

SIGNATORY NAME:

DESIGNATION:

REGISTERED ADDRESS:

STATE/COUNTRY:

REGISTRATION No:

PASSP ORT / COMPANY NO

NATIONALITY:

MOBILE:

E-MAIL:

SIGNED DATE:

SIGN & STAMP

PARTY'S

COMPANY NAME: MARKAP TEKSTİL ve DANIŞMANLIK A.Ş.

SIGNATORY NAME: Önder YAKUT

REGISTERED ADDRESS: Oruçreis Mah Giyimkent 6. Sok No:5 Esenler / ISTANBUL

STATE/COUNTRY: Istanbul / Turkey

REGISTRATION business No: 928754

PASSP ORT / COMPANY NO: 561751858

NATIONALITY: Turkiye

MOBILE: +90 532 346 55 54

E-MAIL: onder@markap.com.tr / onder@yakut-dk.com

SIGNED DATE: 20th July 2020

MARKAP
TEKSTİL ve DANIŞMANLIK A.Ş.
Esentepe Mh. Büyükdere Çi. Keskin Kalem Sk.
No:17/2 Şişli/İST. Tel: 0212 217 03 93
Zincirlikuyu V.D.6120651736 İTO Sicil No:928754
Mersis No:0612065173600018

SIGN & STAMP

