



BESKUNKBEAR

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## Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this “**Agreement**”) signed on: **01/25/2024**  
(the “**Effective Date**”), by and between:

### **Robert Taylor**

Representing Beskunkbear LLC as a representative for a variety of physical commodity suppliers, not limited to sugar and grains. Currently located in Günlükbaşı foça mahallesi selim günday caddesi no 114 /3, fethiye, Türkiye.

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to protect certain confidential information which may be disclosed between the parties in connection with any physical or food commodity (the “**Purpose**”).

The party disclosing Confidential Information (as defined below) is referred to as the “**Discloser**” and the party receiving Confidential Information is referred to as the “**Recipient**.” As used herein, the terms “**Discloser**” and “**Recipient**” shall include their respective directors, officers, agents, affiliate(s), representatives (including attorneys, accountants, and financial advisors) and/or employees (collectively, “**Representatives**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Definition of Confidential Information.

(a) The term “**Confidential Information**” shall mean all information, knowledge, data, pricing, formulations, technical details, and materials of any kind whatsoever furnished directly or indirectly by Discloser to Recipient related to the Purpose, whether furnished before, on or after the Effective Date, that if delivered in tangible form is marked in writing as confidential, or if delivered visually or verbally, is identified as confidential at the time of delivery, and followed up with a written description of such Confidential Information within thirty (30) days after such delivery, together with analyses, compilations, forecasts, studies or other documents prepared by Recipient which contain or otherwise reflect such information.

(b) The term Confidential Information does not include information which (i) was or becomes available to the public other than as a result of any action or inaction of Recipient or its Representatives; (ii) was or becomes available to Recipient on a non-confidential basis from a source other than Discloser or its



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Representatives, provided that such source is not bound by a confidentiality agreement with respect to such information; or (iii) was within Recipient's possession prior to it being furnished to Recipient by or on behalf of Discloser (as can be demonstrated by Recipient's files and records in existence prior to such date), provided that the source of such information was not bound by a confidentiality agreement with Discloser; or (iv) is independently developed by personnel of Recipient, as demonstrated by contemporaneously maintained written records.

## 2. non-Disclosure.

(a) Recipient shall keep the Confidential Information of Discloser confidential and shall not, without the prior written consent of Discloser, use the Confidential Information directly or indirectly in any manner, other than in connection with the Purpose. Recipient may reveal Confidential Information only to its Representatives who need to know such information for the purposes of assisting or advising Recipient in connection with the Purpose. Recipient agrees that such Representatives shall (i) be informed by Recipient of the confidential nature of such information; (ii) be directed by Recipient to treat such information confidentially and not to use it other than for purposes permitted by this Agreement; and (iii) agree to terms substantially the same as the terms of this Agreement that are applicable to them. Recipient agrees to take all reasonable measures to protect against the disclosure or release of the Confidential Information into the public domain or to any persons, other than its Representatives authorized by this Agreement to have the Confidential Information, and Recipient shall be responsible for any breach of this Agreement by any of its Representatives. In addition, each party hereto agrees that it will not disclose to any person (other than its Representatives) the fact that Confidential Information is being disclosed, that discussions or negotiations are taking place among the parties concerning the Purpose, or any of the terms, conditions, or other facts with respect to the Purpose.

(b) Recipient acknowledges and agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and that it shall be entitled to rely solely on such representations and warranties as may be made in any definitive agreement, if such agreement is entered into, subject to the terms and conditions of such agreement. Accordingly, each party acknowledges that neither party nor its Representatives are making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither party nor its Representatives will have any liability to the other party or to any other person resulting from the use of the Confidential Information or any errors or omissions contained in the Confidential Information.

(c) Notwithstanding any provision in this Agreement, a Recipient may disclose Confidential Information or portions thereof to the extent required by an applicable law or regulation, or by an order issued by a court or governmental agency of competent jurisdiction; provided, however, that prior to disclosing any Confidential Information as required by law or regulation or by such court or governmental agency, the Recipient shall give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such disclosure.

(d) The terms of confidentiality under this Agreement shall not be construed to limit the Recipient's right to independently develop or acquire products or services without use of the other party's Confidential Information.



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3. Return of Information. Recipient acknowledges that all Confidential Information disclosed to Recipient is and shall remain the property of Discloser. If at any time, Discloser shall so request in writing (i) Recipient shall promptly redeliver to Discloser or destroy all tangible material of any type containing or reflecting any information contained in the Confidential Information (whether prepared by Recipient or otherwise, and whether in Recipient's possession or the possession of any of its Representatives), and will not retain any copies, extracts or other reproductions, in whole or in part, of such material; and (ii) all documents, notes, summaries, analyses, memoranda and other writings whatsoever (including copies, extracts or other reproductions) prepared by Recipient or its Representatives based on the information contained in the Confidential Information shall be destroyed, and such destruction shall be certified in writing to Discloser by an authorized officer supervising such destruction. The delivery or destruction of any such material shall not relieve Recipient's obligations under this Agreement and any oral Confidential Information will continue to be subject to the terms of this Agreement for the time period stated herein. Notwithstanding the above, Recipient may retain a copy solely for the purpose of determining either party's rights, obligations, and/or disclosures made under this Agreement, and Recipient shall not be required to destroy any computer files created during automatic system back-ups that are subsequently stored securely and not accessible to employees.

4. Representations and Warranties. Each party represents and warrants to the other party that (i) this Agreement is a valid and binding obligation, enforceable against such party in accordance with its terms, and (ii) the execution and delivery of this Agreement by such party does not conflict with or constitute a violation of or default under any of its organizational documents, any statute, law or regulation, order or decree applicable to it, or any contract, commitment, agreement, arrangement or restriction of any kind to which it is a party or by which it is bound.

5. No Obligation. Nothing in this Agreement shall obligate either party to proceed with any transaction between them. Each party acknowledges and agrees that, until a definitive agreement regarding a transaction has been executed, that neither party nor its Representatives shall have any liability to the other party or its Representatives of any nature whatsoever with respect to a possible transaction by virtue of this Agreement or otherwise.

6. Specific Performance. Each party hereto agrees that money damages would not be a sufficient remedy for any breach of this Agreement by a party and that the other party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to the other party at law or in equity. Each party waives the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement.

7. Sever-ability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted here from to the minimum extent necessary to cure such violation.

8. Term. This Agreement shall remain in place for a period of three (3) years from the Effective Date. The obligations of confidentiality and non-use under this Agreement shall survive any termination and shall continue for a period of five (5) years from the date of disclosure of such Confidential Information.

9. Additional Terms. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and communications between the parties related to the Purpose and may be modified only in a writing signed by duly authorized representatives of the parties.



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Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other party, except that a party may assign this Agreement to its successor in connection with the sale of all or substantially all its assets.

This Agreement shall be governed by the laws of the State of Kentucky, USA, without regard to its conflict of law provisions. The execution of this Agreement shall not create any agency, partnership, joint venture, association, or any other relationship between the parties other than as independent contracting parties.

IN WITNESS WHEREOF the parties hereto have caused this Mutual Non- disclosure Agreement to be executed as of the date set forth above by their duly authorized representatives.

Name: Robert Taylor

Name: \_\_\_\_\_

Company: Beskunkbear

Company: \_\_\_\_\_

Position: CEO

Position: \_\_\_\_\_

Signature & Stamp:

Signature & Stamp:

