

MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Date:

This MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT ("**Agreement**") is made and effective, on the day of _____ by and between, Onur Üstünoğlu, Turkish resident, with office at Icerenkoy Mah. Eskikucukbakkalkoy Yolu Cad. Cemre Apt. No:33 Atasehir – Istanbul / Turkiye, representing NART Capital Development A.Ş. and _____ with office at _____.

WHEREAS, the parties hereto desire to enter into discussions regarding one or more possible transactions and / or advisory for the setup of such, (hereinafter referred to as "**Transactions**" or "**Transaction**");

WHEREAS, in consideration of the disclosure of such confidential information to the Receiving Party, the Receiving Party agrees to keep such information confidential in accordance with the terms and conditions set forth in this Agreement; and both parties are deemed to be Receiving and / or Disclosing Party, depending on the presentation of information.

WHEREAS, in the course of such discussions, the Disclosing Party may disclose to the Receiving Party confidential information, as defined below;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information.

The Parties propose to disclose certain confidential and proprietary information (the "**Confidential Information**") to each other. Confidential Information shall include, business operations, plans, intentions, opportunities, strategies, finances, financial and accounting data and information, technical information, know-how, trade secrets, ideas, inventions, designs, communications and any third party information, disclosed. Confidential Information disclosed orally shall be treated pursuant to this agreement. Nothing herein shall require either of the Parties to disclose any of its information.

2. The Parties' Obligations

The Parties agree that the Confidential Information is to be considered confidential and proprietary and shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with each other (the "**Business Purpose**"). The Parties agree to take reasonable precautions necessary to safeguard the Confidential Information from disclosure to anyone other than the appropriate employees, officers, directors, and representatives, including, without limitation, auditors and attorneys, of the parties who have a need to have access to the Confidential Information. However, Parties may also disclose Confidential Information to its actual and potential assignees, transferees and sub-participants in connection with the Transaction(s), provided that they enter into a substantially equivalent confidentiality and non-circumvention agreement with the Parties. Unless required by legal or regulatory process, during the Term, the Parties will not disclose, publish or otherwise reveal any of the Confidential Information received from each other to any other third party whatsoever except with the specific prior written authorization of the other party or as expressly permitted under the terms of this Agreement.

Confidential Information furnished in tangible form shall not be duplicated by either party except for purposes of this Agreement. Provided no transaction is concluded which utilizes the Confidential Information, upon the written request of either party, the other party shall return or destroy all

Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

3. Term

The obligations of the Parties herein shall be effective for a period of thirty six (36) months commencing on the date of first disclosure of any Confidential Information to either party pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against either party, nor by the rejection of any agreement between the Parties, by a trustee of either party in bankruptcy, or by either party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information

The Parties shall have no obligation under this Agreement with respect to Confidential Information which (i) is or becomes publicly available without breach of this Agreement by either party; (ii) is rightfully received by either party without obligations of confidentiality whether before or after the date of this Agreement; or (iii) is developed by either party without breach of this Agreement.

5. Non-Circumvention / Non-Competition Covenants

In consideration of disclosure of Confidential Information by a respective party ("Disclosing Party") to another ("Receiving Party" or "Receiving Parties"), the Receiving Parties shall not attempt in any manner to commercially exploit the disclosed Confidential Information. In particular, the Receiving Parties agree not to engage, either directly or indirectly, in any commercial, contractual or employment relationship with any person, firm, corporation or other entity identified by the Disclosing Party as a business contact which is not in connection with the Business Purpose and the Transaction(s) described herein, except through a contractual agreement with the Disclosing Party. Except that the above restriction shall not apply to business contacts which the Receiving Parties are already in contact with prior to the date of this Agreement and communications which are unrelated to the Business Purpose or the Transaction(s) described in this Agreement.

The Parties acknowledge that they have no ownership or proprietary rights in the Disclosing Party's Confidential Information and shall return or destroy all such information at the Disclosing Party's written request without maintaining any copies of, notes on, or abstracts of, that information unless such copies of, notes on, or abstracts of, that information are required to be maintained by legal or regulatory process or for internal compliance reasons.

Notwithstanding anything to the contrary herein, nothing contained herein shall prevent a party at any time from providing financial advisory, investment, banking and financing services to any third party relating to any entity and/or its assets, liabilities, securities or security holders, or from engaging in lending, brokerage, asset management, capital markets, sales, research, proprietary and agency trading and similar activities involving any entity and/or its assets, liabilities, securities or security holders, so long as the parties engaged in such activities do not utilize the Confidential Information furnished pursuant to this agreement in connection with the conduct of such activities, relevant to those of the business relation between parties and except as expressly permitted under the terms of this Agreement.

6. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither Party will solicit any change in the organization, business practice, service or products of the other Party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other Party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or services. The Parties agree not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product or proposal.

7. No Publicity

Each Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with each other.

8. Limitations to Purchasing and Selling Securities

Each Party acknowledges that it is aware and further agrees that it will advise its respective Representatives, that Federal and State securities laws limit the circumstances in which any person who has material, nonpublic information about a company from purchasing or selling securities of such a company and prohibit any such person from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. Compliance with Anti-Money Laundering Laws

Each Party represents and warrants to the other Party that it is in compliance with all applicable anti-money laundering laws.

10. Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with the code and laws of the International Chamber of Commerce and Turkey and the Parties irrevocably consent to the exclusive jurisdiction and venue of the courts located in these set locations, for any dispute arising out of this Agreement, where they deem appropriate. The Parties agree that in the event of any breach or threatened breach by one party, the other party may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect itself against any such breach or threatened breach. The Parties hereby expressly waive any defenses based on improper or unconventional forum.

11. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

12. No Obligation to Execute Agreement

Each Party makes no commitment or representation that it will carry out the Business Purpose or enter into any particular agreement with the other related to the Business Purpose. Nothing in this Agreement will prevent a Party from pursuing similar discussions with third parties or require that it continue discussions with the other or take, continue or forego any action relating to the Business Purpose (other than requirements expressly imposed by this Agreement).

13. No Assignment

Neither Party may assign this Agreement nor any interest herein without the other Party's expressed prior written consent.

14. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by e-mail transmission, personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

16. No Implied Waiver

Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

17. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

* * *

IN WITNESS whereof the Parties have entered into and executed this Agreement on the date first above written. All copies of this Agreement received by the way of Post, Whatsup, or Email are considered original, legal and binding, and enforceable and admissible for all purposes as may be necessary under the terms of this Agreement. If there are any changes to the address details of either Party during the term of this Agreement, that Party shall so advise the other Party in writing, and any notice thereafter required to be given shall be sent to such new address. Each representative signing below avows that they are duly empowered by their respectively named Party, Organization or Company to bind it to the commitments and obligations contained herein this Agreement.

DULY AUTHORISED AND SIGNED FOR AND ON BEHALF OF:

Onur Ustunoglu	
Address: Icerenkoy Mah. Eskikucukbakkalkoy Yolu Cad. Cemre Apt. No:33 Atasehir - Istanbul / Turkey Atasehir - Istanbul - Turkey Mail: onurustunoglu@nartcapitaldevelopment.com	Address: Email: Tel:
Signed and ordered this Day, _____	Signed and ordered this Day, _____