EXHIBIT B
TRADE AGENCY AGREEMENT

This agreement made this the 30th of November, 2016 between: Hakan Organics DMCC and its affiliates (hereinafter referred to as (“HAKAN”) and Global Natural LLC (hereinafter referred to as “Agent”).

RECITALS

HAKAN engages in organic food and feed raw materials production and trade and exports these products. HAKAN and Agent desire to sell these products in North America (USA and Canada and Mexico). In order to accomplish this goal, HAKAN and Agent agree to enter into business on a sales agency basis.

Now, witness this agreement as follows:

Article I.

TERRITORY & AUTHORIZED PERSONNEL

1. Agent shall act as the sales agent for HAKAN to do business in North America namely USA and Canada and Mexico (hereinafter referred to as the “Territory”), subject to the restrictions set forth herein. HAKAN has agreed not to conclude any sales into the “Territory” without the knowledge and approval of Agent, except for sales to current customers being served in the Territory. It is further understood and agreed that HAKAN’S’s appointment and authorization of Agent is specific to Agent and shall not be assigned, delegated, transferred, or in any other way assumed by any other person, association, or business entity without HAKAN’S’s prior written consent, which consent shall not be unreasonably withheld or delayed. Agent may appoint certain subdistributors with HAKAN’S’s prior approval, which approval cannot be unreasonably withheld or delayed. Notwithstanding the foregoing, Agent may create subsidiaries to operate within the Territory if necessary to assist in meeting any tax, regulatory or other considerations, and such subsidiaries would be approved by HAKAN as authorized assignees.

2. Agent shall assign only those individuals previously approved by HAKAN to conduct the work contemplated hereunder. Agent’S’s work shall be performed solely by the individuals set forth on Exhibit A as may be amended by the mutual agreement of the parties. HAKAN shall be relieved of all obligations under this Agreement and shall have the right to terminate this Agreement immediately in the event that Agent’S’s obligations under this Agreement are assumed or performed during its stated initial term by a non-approved individual.
Article 2.
NON-COMPETITION/NON-SOLICITATION

1. During the term of this Agreement, while acting as HAKAN's sales agent, Agent agrees not to contract or conclude agreements with any other Turkish or Romanian organic grain producer/trader that directly competes with HAKAN without the knowledge and consent of HAKAN, which consent shall not be unreasonably withheld.

2. During the term of this Agreement, and for a period of one (1) year thereafter, HAKAN agrees not to solicit directly or indirectly or hire any employee or independent contractor of Agent or to solicit or induce any customer of Agent to leave or reduce their business with Agent.

Article 3.
NO GOVERNMENT REPRESENTATIVES

Agent hereby covenants that neither Agent, nor any officer, employee, shareholder, agent, or representative of Agent, is an official or employee of the government within the applicable country or counties or any subdivision thereof; Agent further agrees to notify HAKAN immediately in the event that this covenant ceases to be accurate.

Article 4.
PRODUCTS & SHIPPING

1. The sales product is Organic grains and oilseeds oils and derivative commodity products offered by HAKAN from time to time.

2. HAKAN will ship the organic commodities to the nominated ports in the Territory DDP Delivered Duty Paid; Commodities will be imported to the territory by HAKAN through Agent's advice on the procedures and infrastructure. Title of goods and all risk on commodity including rejection by authorities in the Territory will be on HAKAN until the goods are cleared from customs and discharged into warehouse.

Article 5.
NO RESTRICTION OF ORIGIN.

HAKAN represents and warrants that there is no restriction of origin of products and Agent may sell and distribute any product offered for sale by HAKAN.
Article 6.
PERFORMANCE & CONFIDENTIALITY

1. Agent shall use its best commercial efforts to market and obtain contracts with customers in the “Territory.” Agent shall provide HAKAN upon written request any information concerning market developments, prices, trade data and the development of the compound feeds industry in the “Territory” (“Agent Proprietary Information”). Notwithstanding the foregoing, any such Agent Proprietary Information provided by Agent shall be confidential and proprietary to Agent and may not be used by HAKAN for any purpose other than examining and confirming Agent’s completion of the duties under this Agreement. Agent shall not without approval disclose any confidential or proprietary information of HAKAN, which is identified as such (“HAKAN Proprietary Information”) to any other party of HAKAN.

2. Each party agrees to keep the proprietary information of the other confidential during the term of this Agreement and for a period of two years thereafter and not to disclose such information to any other party, other than financial and legal representatives and representatives within such party who have a need to know to allow such party to perform its obligations under this Agreement and to monitor the performance of the other party under this Agreement.

Article 7.
CONSIDERATION FOR AGENT.

1. Commission. In consideration for Agent’s services, Agent shall receive commissions for concluded shipments fixed USD 8.00 per Mton on the basis of the quantity of the shipment to be paid upfront within 10 banking days from the shipment date.

Import Price on all commodities shall be set by agreement of the parties prior to the transaction.

2. Profit Sharing. In addition to the commission above, Agent will make the sales to local customers, Profit will be shared on 65% HAKAN, 35% Agent. Cost will be calculated as Import Price, Discharge and Handling cost to Ex warehouse FOT, plus Agents Commission. Such shipping calculation is solely for purposes of determining the profit sharing and does not alter HAKAN’s obligation to ship commodities and products DDP Buyer destination.

3. Expenses. Agent shall pay all costs and expenses associated with discharging its responsibilities under this Agreement unless such costs and expenses are approved in writing in advance by HAKAN. HAKAN shall pay all of its costs and expenses associated with discharging its responsibilities under this Agreement unless otherwise expressly set forth herein.

4. Audit Rights. HAKAN shall use commercially reasonable efforts to maintain accurate records relating to its administration, commercialization, sale and transfer of commodities and commissions pursuant to this Article 7. HAKAN agrees that such records shall at all reasonable times and upon reasonable notice be subject to inspection and audit, for the sole purpose of confirming the calculation of the amounts owed to Agent hereunder, by Agent or by a duly authorized third-party representative of Agent, who shall be reasonably approved by HAKAN and
who shall be subject to a confidentiality agreement with HAKAN which prevents the disclosure of HAKAN Proprietary Information generated from such audit to Agent or third parties (other than, in the case of Agent, to confirm the amount of the consideration owed to Agent hereunder). All such audit and inspection shall be at the Agent’s cost unless such audit reveals an underpayment by HAKAN of more than five percent (5%) in which event, in addition to paying Agent any underpayment, HAKAN shall reimburse Agent its actual costs. HAKAN shall have no obligation to retain records relating to any calculation of the commissions and profit sharing payable to Agent hereunder for more than three years; provided that the relevant records shall be retained for any longer period necessary to resolve any issues arising from an audit.

Article 8.
TERM & TERMINATION

1. This Agreement shall be effective from December 1, 2016 through November 30, 2018. The term shall renew automatically for additional one year terms unless terminated in accordance with the terms of the Agreement.

2. This Agreement may be terminated by the mutual agreement of the parties at any time.

3. This Agreement may be terminated by either party upon prior written notice to the other party not later than sixty (60) days prior to the expiration of the then current term of the Agreement.

4. This Agreement may be terminated by Agent on the one hand, or by HAKAN on the other hand, in the event of any breach by the other party of any of its obligations or commitments under this Agreement, upon sixty (60) days after written notice detailing such alleged breach or actual breach and an opportunity to cure, which breach is continuing after notice thereof; provided, however, that the right to terminate this Agreement pursuant to this Article 8 shall not be available to any Party who is then in material breach of any of its own representations, warranties or covenants under this Agreement.

5. In the event of the termination of this Agreement in accordance with Article 8 hereof, this Agreement shall forthwith become null and void and have no effect, and no party, or any of their respective officers, employees, agents, or representatives shall have any liability to the other Party whatsoever for any future obligations, except that each party shall bear its own costs and expenses and Articles 2, Article 6 as it relates to confidentiality only, Article 7, Article 8, Article 10 and Articles 11 through and including Article 18 shall survive such termination indefinitely or for the time periods noted therein.

Article 9.
NO LIABILITY/OBLIGATION

Agent shall not be responsible for HAKAN’s compliance with those regulations described in contract terms and conditions, but shall, as sales agent, provide advice and negotiation as needed in order to ensure compliance. The parties agree that in carrying out their duties and responsibilities under this Agreement, they will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States, the Territory countries or any other applicable countries; or (ii) would have the effect of causing the
other party to be in violation of any laws, decrees, rules, or regulations in effect in either the United States, the Territory countries or any applicable countries.

Article 10.
INDEMNIFICATION

1. Agent agrees to indemnify and to hold harmless HAKAN, its officers, employees, and agents, from and against any claims, demands, causes of actions, loss, cost, and expense, arising from, in connection with, or based upon the actions or omissions of Agent, its officers, employees, agents, or representatives.

2. HAKAN agrees to indemnify and to hold harmless Agent, its officers, employees and agents from and against any claims, demands, causes of actions, loss, cost and expense, arising from, in connection with or based upon the actions or omissions of HAKAN, its officers, employees, agents or representatives, including, but not limited to any infringement on any third party intellectual property rights.

3. Notwithstanding anything to the contrary contained herein, in no event shall Agent or HAKAN be liable to the other for, and Agent and HAKAN hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

4. HAKAN shall carry cargo insurance that will at a minimum cover the base commission of any Products shipped, plus ten percent (10%) over the CIF value of each cargo.

Article 11.
INDEPENDENT CONTRACTOR RELATIONSHIP

Agent acknowledges and agrees that Agent is and shall be an independent contractor and not an employee of HAKAN. Agent shall be responsible for any and all taxes, expenses, premiums, contributions and other payments arising from my income and the activities Agent conducts under this Agreement. Agent shall not be eligible for any employee benefit programs under this Agreement, including, but not limited to, leave of any type, unemployment or disability compensation, retirement, health care or death benefits. Agent is responsible to obtain any business or other permits required by law or public authority relating to the operation of Agent’s business.

Article 12.
ENTIRE AGREEMENT

This Agreement and all exhibits hereto, contains the entire understanding of the parties on this subject, and supersedes all previous verbal and written agreements with respect to the same or similar matters. No amendment, modification, waiver, cancellation or termination of this Agreement or any of its provisions shall be effective unless writing and signed by both parties.

Article 13.
GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL.
1. This Agreement shall be governed by and interpreted in accordance with the applicable
domestic laws of the state of Maryland, U.S.A., excluding its principles of conflicts of laws and
excluding the Convention on Contracts for the International Sales of Goods. The parties hereto
irrevocably submit to the jurisdiction and venue of the federal district court located in Baltimore
Maryland to resolve any dispute related hereto or arising hereunder.

2. EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY
LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY
ACTIONS ASSOCIATED WITH THIS AGREEMENT.
Article 14.
NOTICES.

1. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested or by email notice provided such email is followed up promptly with one of the other delivery methods specified above to the addresses set forth herein:

to Agent at:  Global Natural, LLC
             104 Bayview
             Grasonville, Maryland 21638

with copy to (which shall not be deemed notice):

Colleen Pleasant Kline, Esquire
 c/o Miles & Stockbridge P.C.
 100 Light Street
 Baltimore, Maryland 21202
 ckleine@milesstockbridge.com

to HAKAN at: Beyaz Agro Ith. Ihr. San. ve Tic. A.S.
            Budak Mah. 10031 Nolu Sok. No:42 Yasem
            Sehitkamil / Gaziantep – TURKEY

with a copy to (which shall not be deemed notice):

                                           
                                           

2. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

Article 15.
Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use
such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.

**Article 16. FORCE MAJEUR**

Neither party shall be liable, nor shall any credit allowance or other remedy be extended for any failure of performance or equipment due to acts of God, wars, revolution, civil commotion, acts of public enemy, acts of government in its sovereign capacity government codes, ordinances, laws, rules and regulations, condemnation or exercise of eminent domain, labor difficulties, including but not limited to, strikes, slowdowns, picketing or boycotts or any other circumstances beyond the reasonable control of and not involving any fault or negligence of the party delayed or unable to perform due to such circumstances that are beyond such party’s reasonable control. Each party shall use commercially reasonable efforts under the circumstances to avoid or remove such causes of non-performance at the earliest moment following the conclusion or cessation of the event of force majeure.

**Article 17. ASSIGNMENT**

Neither Party may assign this Agreement without the express written consent of the other Party, which consent cannot be unreasonably withheld. However, upon assignment to an affiliate with a controlling interest or parent of the assigning party, or upon assignment by merger or acquisition, giving notice to the other Party is sufficient.

**Article 18. OTHER MISCELLANEOUS PROVISIONS**

1. **Headings.** Headings in this Agreement are strictly for convenience and shall not in any way be construed as interpretation, either to amplify or limit any of the terms within.

2. **Severability.** If any Article or clause within this Agreement is held to be invalid or unenforceable, then the meaning within shall be construed as to render it enforceable to the extent feasible. If no feasible interpretation exits, then it shall be severed from the Agreement and all other terms and provisions of the Agreement shall remain in full force and effect. In the event that a clause is an essential element of the Agreement, then the parties shall promptly negotiate a replacement section or clause that will achieve the intent of the unenforceable section to the extent permitted by law.

3. **Counsel.** Each party hereto acknowledges that it has had the opportunity to seek review from its own counsel prior to execution of the Agreement. The drafting party shall not be considered to have any advantage over the non-drafting party in the event that legal interpretation of this document is required.

4. **Performance.** All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner.
5. **Counterparts.** This Agreement may be executed simultaneously, including via facsimile, in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller, Buyer and the Companies and their respective heirs, next-of-kin, personal representatives, successors and assigns.

7. **Section Headings.** The Section and other headings of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

8. **Payment of Attorneys’ Fees.** If the parties to this Agreement become parties to arbitration proceeding or litigation arising from or relating to this Agreement, the non-prevailing party shall pay the reasonable attorneys’ fees and costs incurred by the prevailing party in such arbitration or litigation, and this provision shall not be merged into any judgment.

*THIS SPACE LEFT INTENTIONALLY BLANK.*

*SIGNATURE PAGE TO FOLLOW.*
SIGNATURE PAGE TO TRADE AGENCY AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date referenced below:

HAKAN ORGANICS DMCC

Print Name:
TITLE: General Coordinator

GLOBAL NATURAL, LLC

BY: J. Michael Spangler ________________________ DATE: December 19, 2016
Print Name:
Title: Manager