



## DISTRIBUTION AGREEMENT

Date: 30<sup>th</sup> March in the year 2017



This Agreement of Distribution entered into between the Company

**CIMEC**, a Turkey based company, registered office at Barbaros Mah. Ak Zambak Sok. Uphill Court  
1 A – 121 Ataşehir / Istanbul - Turkey

(hereinafter referred to as the **OWNER**)

and

**Name** :  
**Address** :  
**GSM** :  
**E-Mail** :

(hereinafter referred to as the **DISTRIBUTOR**)

CIMEC  
Barbaros Mah. Ak Zambak Sok. Uphill Court 1 A – 121  
Ataşehir / Istanbul – Turkey



**MARC'S LAW**  
Intern. law · intern. business law · intern. commercial law  
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**WHEREAS:**

**OWNER** is the manufacturer of the Product '**BEETOCH**' a cream with anti-wrinkle and anti-aging effects.

**OWNER** has determined that to enhance the development of the market and increase the sales of its Product in the Territory, it would be advantageous to co-ordinate its distribution activities with a distributor in the Territory who possesses a readily available and extensive sales network in the Territory; and

**DISTRIBUTOR** wishes to enter into this Agreement with **OWNER** whereby **DISTRIBUTOR** will undertake the distribution and sale of Product in the Territory on the terms and subject to the conditions contained herein;

**WHEREAS:** the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the distribution business contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the "force majeure" provisions of the ICC, Paris.

Each party is willing to invest time and effort to make this co-operation to a success.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

#### Article I – **DEFINITIONS**

1.1 Whenever used in this Agreement, the following terms shall have the following meanings respectively, unless otherwise specified:

(a) **"Affiliate"** of a party means any Person which directly or indirectly controls, is controlled by, or is under common control with, such party; as used herein, the term "control" or "controls" means possession of the power to direct, or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, law or otherwise, and the term "controlled" shall have the meaning correlative to the foregoing.

(b) **"Agreement"** means this distribution agreement, the recitals set forth in the preamble herein, and all schedules attached hereto, as well as all amendments, additions, restatements or modifications made hereto and thereto and all other documents incorporated herein or therein by reference, all of which are hereby made an integral part of and will be read as if included within the text of this distribution agreement;

(c) **"Business Day"** means each of Monday, Tuesday, Wednesday, Thursday and Friday, except when any such day occurs on a statutory holiday observed in the Territory;

(d) **"Confidential Information"** means any and all information, documentation or knowledge in any form, relating to the business and assets of **OWNER**, not generally known to the public, disclosed to, or which may be obtained directly or indirectly by, the **DISTRIBUTOR**, or which may be derived in any way by it as a consequence of the performance of its obligations hereunder, including, without



limitation, information relating to **OWNER's** present and contemplated products and services; product designs; inventions, improvements; standards, specifications, systems, methods and operating procedures; techniques and modes of manufacturing, compounding or preparing products, formulations and recipes; merchandising, marketing plans and strategies; tests and reports; profits, costs, pricing, product sourcing and sales policies and strategies; buying habits and preferences of present customers of **OWNER** as well as prospective and potential customers, their names and addresses; trade secrets, know-how, data, research and development; patent, trade-mark, copyright, industrial design and all other intellectual property and proprietary rights and shall also include terms of this Agreement;

(e) **"Effective Date"** means March, 2017;

(f) **"Latent Defect"** means a defect in any Product which was caused by **OWNER** in the manufacturing process or in the design or packaging of the Product, which renders it not useable in the ordinary course of the business of **DISTRIBUTOR** or not fit for its intended purpose and that is not identifiable by a basic examination of such Product;

(g) **"Minimum Annual Performance Requirements"** means those minimum annual performance targets required to be satisfied by the **DISTRIBUTOR** as set out more specifically in Schedule "B" attached hereto;

(h) **"Person"** means any person, individual, firm, association, syndicate, partnership, joint venture, trustee, trust, corporation, division of a corporation, unincorporated organization or other entity or a government agency or political subdivision thereof;

(i) **"Product"** means the finished goods products manufactured and sold by **OWNER** as set forth more specifically in Schedule "A" attached hereto as the same may be supplemented by **OWNER**, in its sole discretion, from time to time;

(j) **"Term"** means the term of this Agreement as set forth in Article III comprising the Initial Term and any Renewal Term;

(k) **"Territory"** means the country of ●; and

(l) **"Trade-marks"** means all the trade-marks and trade names, whether or not registered, which are owned and used by or under license from **OWNER** and which appear on the Product including without limitation, the trade-marks "●".

1.2 The following schedules are incorporated into this Agreement by reference and form an integral part hereof:

- |     |              |   |
|-----|--------------|---|
| (a) | Schedule "A" | List of Product and Product Prices      |
| (b) | Schedule "B" | Minimum Annual Performance Requirements |