

DISTRIBUTION CONTRACT

León, Spain, at **3rd January 2017**

MEETING TOGETHER

On one hand, "**MILESMAN**" S.L. company having its address at: Max Planck Street, 545 PI Roces Gijón - SPAIN 33211, with fiscal number B-24467417 and in its name, Mr Fernando Díez Alaejos, in quality of legal representative (hereinafter referred to as "**MILESMAN**")

AND

On the other hand, "**GALEA ESTETIK VE GUZELLIK SALONU KUAFOR HIZMETLERI SANAYI TICARET LTD**" company having its address at Mutlukoy sitesi Mutlukent Mah. 1949. Sokak No:2, Umitkoy Cankaya/ANKARA, TURKEY, Zip Code: 06670, with fiscal number 7720626556 and in its name Mrs. Deniz Uslu, in quality of Director/Manager (hereinafter referred to as "**DISTRIBUTOR**").

ARTICLE 1 APPOINTMENT OF THE DISTRIBUTOR

1.1 Appointment.

"MILESMAN", by this contract (hereinafter referred to as "Contract"), appoints "**GALEA ESTETIK VE GUZELLIK SALONU KUAFOR HIZMETLERI SANAYI TICARET LTD** and authorized technical service as the non-exclusive DISTRIBUTOR for the sales of the Products defined and described in **APPENDIX I** together with the Contract (hereinafter referred to as "Products") in all the Territory of Turkey and for the customers with the profile of DOCTORS and COSMETOLOGISTS (hereinafter referred to as "Territory"), appointment that the DISTRIBUTOR accepts.

ARTICLE 2 PRODUCT DISTRIBUTION

Without prejudice to the other obligations that are anticipated in the present Contract, the DISTRIBUTOR will have to fulfill the following obligations:

2.1 Objective of the DISTRIBUTOR.

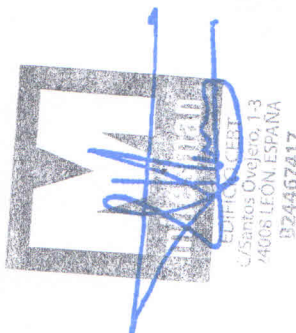
The DISTRIBUTOR will make all the efforts possible to promote the commercialization as well as the sale of Products in the Territory.

2.2 Sales Objective.

a) During every year in which Contract is in force, "MILESMAN" will establish with the DISTRIBUTOR a Sales Objective. In **APPENDIX II**, the Sales Objective is fixed for the 1st year of the Contract validity.

b) In case of extending the Contract, the Sales Objective for the following years will be discussed and agreed by signing the extension that, in their case, the parts decided, according to the clause 3.2 of the Contract.

c) In case of not reaching an agreement, the Sales Objective in the invoicing to be demanded for every year of subsequent validity, in case of agreeing an



obtained by the DISTRIBUTOR, the payment of the commerce fund that "MILESMAN" anticipates that the DISTRIBUTOR will create for "MILESMAN" thanks to the prestige and reputation of the trade name has already been considered. Consequently, "MILESMAN" and the DISTRIBUTOR agree the following:

(a) To the completion or termination of this Contract, none of the parties of this Contract will demand the payment to the other party or any other type of compensation, reimbursement or damages by the possible loss of future benefits, or estimations of anticipated sales, expenses, investments, rentings or commitments in relation to their businesses, or by customer, or any other reason.

(b) The DISTRIBUTOR expressly renounces any legal action directed to demand from "MILESMAN" the payment of an amount because of the completion or termination of the Contract by concepts different from those established in this Contract.

- 3.4 This Contract substitutes and replaces any other contractual relationship concluded verbally or in writing that might exist between the parties, remaining therefore the commercial relationships between the parties exclusively limited to those regulated with the document hereby.

ARTICLE 4 GOVERNING LAW: JURISDICTION

- 4.1 Governing Law.
The validity, interpretation, accomplishment and development of this Contract will be governed only by the Spanish Common Right.
- 4.2 Jurisdiction.
The parts, with express renunciation to the regional law code that could correspond to them in right, submit themselves expressly to the exclusive jurisdiction of the Arbitration Court of the Chamber of Madrid (Spain) for all the claims that arise in relation to this Contract and its execution.

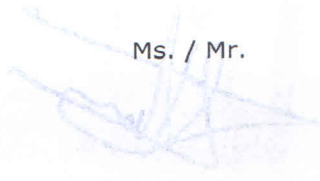
ARTICLE 5 VARIOUS

- 5.1 General Terms and Conditions.
The General Terms and Conditions of this Contract are enclosed to it, and form an integral part of this contract.
- 5.2 Defined terms.
The terms not defined in the Contract, will have to be interpreted according to the General Terms and Conditions.

In witness whereof, the parties sign this contract which will come into force on the date first written above.


Mr. Fernando Diez
MILESMAN S.L.
EDIFICIO CEBT
C/Santos Ovejero, 1-3
24008 LEÓN, ESPAÑA
834467417

GALEA ESTETİK VE GUZELLİK SALONU
KUAFOR HİZMETLERİ SANAYİ TİCARET LTD


Ms. / Mr.

A.5 Reports

To ensure the contribution of promotional and marketing ideas, the Distributor will prepare a biannual report for "MILESMAN" in the agreed way. This report will detail the activities carried out by the Distributor in the Territory during the previous semester. The Distributor will make sure that such reports are exact and complete. The Distributor will keep complete and accurate files of the Products in the Territory. The Distributor will respect, in fulfillment of his obligations in this regard, the regulations of personal data protection.

A.6 No modification of the Products.

Under no circumstance will the Distributor be able to modify, re-pack, pack, insert any other product, combine with another product as a unit, adulterate, mark erroneously, alter, add or eliminate labels of any Product, be it for its exhibition or sale, without the previous consent of "MILESMAN".

A.7 Fulfilment of the Legal Requirements.

a) In the fulfilment of the previously seen obligations, the Distributor will have to accomplish all the Legal Requirements applicable to the purchase of Products by any customer.

b) The Distributor should not develop its activities in a way that could imply that "MILESMAN" breaks the Legal Requirements of the Territory.

A.8 Sales restrictions.

The Distributor will not be able to offer outside the Territory, unless "MILESMAN" indicates the opposite, and will be neither able to establish a branch nor to set up any warehouse or distribution store in any place outside the Territory for its use in relation with the sale and distribution of the Product.

A.9 Resale restrictions.

The Distributor will not be able to sell Products to any buyer if the Distributor has reasons to believe that the above mentioned buyer can resell the product to third parties without observing all the Legal Requirements.

A.10 Distributor Status.

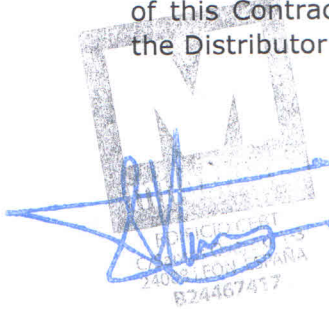
The Distributor accepts the fact that the status of the shareholders, as well as their operative and financial situation can affect his ability to fulfil the obligations assumed in this Contract. Therefore, the Distributor agrees to report to "MILESMAN" if the company has financial problems or if there is judicial disagreement between the members.

A.11 The Distributor will be able to sign Maintenance Contracts with the current customers of MILESMAN with the profile described in paragraph 1.1 and with any future customer of the same profile. The maintenance service will be provided by the DISTRIBUTOR in agreement with the minimum requirements and conditions gathered in the **APPENDIX V** and article H. Referring to the current existing maintenance contracts at the signature date of the present Contract, they will be able to be conveyed to the DISTRIBUTOR, if the legislation in force allows it.



C.2 Product Addition.

"MILESMAN" can discretionarily add or remove Products of the **APPENDIX I** of this Contract. "MILESMAN" is neither contractually forced to facilitate to the Distributor products recently purchased or launched to the market, nor



D.7 Taxes.

(a) The Distributor will be responsible for all the taxes, tariffs, fees, rates, charges and any other charges regardless their name, imposed by any Public Administration in the Territory in relation with the execution of this Contract, or with the development of the obligations of the Distributor previously mentioned.

(b) Except when another matter is expressed, the prices listed in **APPENDIX I** of this Contract, do not include taxes, tariffs, fees, rates, charges, duties or any other future or existing charges, (different from the income tax of "MILESMAN") that could be applicable to the Products described in this Contract sold to the Distributor. If it were required that these additional sums were retained, charged or paid, "MILESMAN" will add them to the purchase cost to pay by the Distributor.

D.8 Customer database.

The Distributor undertakes to keep a list of all the equipment sold to his customers identifying: (i) Commercial name and/or equipment model; (ii) Serial number; (iii) Acquisition date; (iv) Supply date; (v) Expiry date, if appropriate; (vi) Customer identification.

D.9 Claims

The Distributor undertakes to:

(a) Assist to the customer solving any possible complaints, returns and claims referring to the Products.

(b) Quickly (within 5 days) inform "MILESMAN" of any claim related to design, quality or use of the product by the customers.

(c) Compile information about incidents or possible incidents that might occur and quickly (within 2 days) inform "MILESMAN".

(d) Collaborate in the action plan coordinated by "MILESMAN" following his instructions.

D.10 Issue of Notifications and Withdrawal of Products from the Market The Distributor undertakes to:

(a) Cooperate with "MILESMAN" to implement any Withdrawal of a Product from the Market or any similar action.

(b) Immobilise and store the withdrawn products until receipt of instructions from "MILESMAN" for their return

ARTICLE E
PRODUCTS OF THE COMPETITION

E.1 Products of the competition.

a) **APPENDIX III** contains the list of all the rest of products different from the Products that are sold by the Distributor in the Territory at the signature date of the Contract.



b) Unless it is specifically established in the guarantee applicable to each Product, "MILESMAN" resigns to any manifestation of any type of guarantee, expressed or implicit, or for the commercialization, suitability for a particular aim or any other question. The actions established in this policy of guarantee are only the available ones for any person by breach of the guarantee. "MILESMAN" will not have responsibility with respect to any person by accidental or consequential damages.

c) During the warranty period of the equipment:

"MILESMAN", will contribute without any charge the defective pieces of the damaged equipment and the DISTRIBUTOR will repair the equipment, without any charge to the final customer, except in the cases in which the breakdown is specifically excluded from the purchase warranty, in which case the distributor will decide with the customer the cost this repair.

The replaced pieces will be property of MILESMAN property, and the DISTRIBUTOR will have the obligation to have them in disposition when MILESMAN calls them back.

ARTICLE H CONDITIONS FOR THE MAINTENANCE CONTRACTS

MILESMAN has maintenance contracts of different modalities in which the spare part are included. MILESMAN can change discretionally the maintenance by means of written notification.

The prices established for end customers of spare parts as well as the prices of labour may never be higher than the maximum prices established in the MILESMAN official tariffs

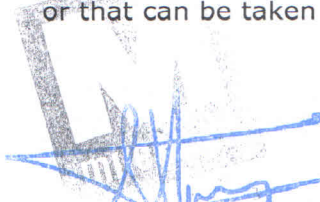
MILESMAN will be able to commercialize the contract of maintenance of pieces through other ways, if it considers that the distributor is charging an abusive margin, that economically harms the customer, or that prevents a good service.

The DISTRIBUTOR will use the maintenance contract that MILESMAN provides, and in which are included the most important characteristics that regulate the maintenance service. Any addition, elimination and/or modification of the content of this contract, will require the authorization of MILESMAN.

The replaced pieces will be property of MILESMAN, and the DISTRIBUTOR will have the obligation to have them at disposal when MILESMAN calls them back.

ARTICLE I INDEMNIFICATIONS

Indemnifications. The Distributor decides to compensate and to exempt responsibility to "MILESMAN", their branches and their respective managers, employees, agents and representatives as opposed to any demand, judicial procedure, losses, costs and expenses that can appear against "MILESMAN", or that can be taken place or be incurred across "MILESMAN", its branches



information, attendance and authorizations so that he can carry out the defense of the demand. The Distributor will not be able to establish any type of action demand or procedure, nor by itself assume itself the defense of any demand without the previous written authorization of "MILESMAN".

J.4 Infraction of third parties.

The Distributor, as soon as possible will inform "MILESMAN" about any infraction or disloyal competition act that can be committed by third parties with reference to Trademarks or any patent or copyright of "MILESMAN". "MILESMAN" will exercise when it considers opportune and at his cost, any action, demand or procedure that can consider as a consequence of it. The Distributor will cooperate at maximum with "MILESMAN" in the execution of any action, demand or procedure, without the Distributor urging any action, by his own, as those before mentioned if it is not with the previous authorization of "MILESMAN".

ARTICLE K
CONFIDENTIALITY

K.1 Confidentiality

a) Any information which has been able to acquire by the DISTRIBUTOR of "MILESMAN" or any other source during the development of his obligations, relative to existing or contemplated Products of "MILESMAN", services, processes, techniques, knowledge, customers, methods of sale or data, unless they are identified like no confidential (in the successive Confidential Information) on the part of "MILESMAN", will be property of "MILESMAN" and will have to stay the maximum confidentiality with respect to it, without this information can be used by the DISTRIBUTOR if it is not for the development of his own obligations of this Contract, and without it can be kept awake to others if it is not written with the previous authorization of "MILESMAN".

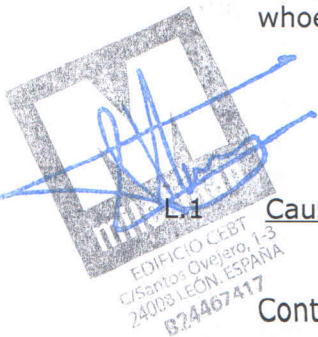
b) The Distributors obligations established in this Article K will remain in force during the validity of the Contract and any extension of it, and during the period of the following two (2) years to its conclusion, except in the case in which the confidential information gets in public knowledge without fault of the Distributor.

c) Once the Contract is finalized, the DISTRIBUTOR will give back "to "MILESMAN"" all the data, information and material of any type that constitutes Confidential Information, including copies, adaptations and independent compilations of that information made by the DISTRIBUTOR or whoever is in its power.

ARTICLE L
CAUSAL COMPLETION; AUTOMATIC COMPLETION: EFFECTS

L.1 Causal completion.

a) The breach of any of the parts of the obligations established in this Contract, will give right to the other part to require by means of notification



payment to "MILESMAN" by the final customer, and / or payment of any other quantities owed in this moment).

d) Unless differently specified, the acceptance of any order of the Distributor or the sale of any Products to the Distributor as soon as the notification of the resolution of the Contract has been sent, or after the resolution or ending of the present Contract, it will be determined to all the pertinent terms of the present Contract, but it will not be interpreted as a renovation or extension of the present Contract or as resignation of the right to resolve the same.

e) "MILESMAN" or any person designated by "MILESMAN" will be able, by means of written notification to the Distributor in a term of thirty (30) days after the resolution or ending of the present Contract, to acquire from the Distributor part or the total of Products not sold by the Distributor until then, at a payable price in the currency that "MILESMAN" indicates, without exceeding the quantity of the purchase price satisfied by the Distributor plus the effective cost of the transport and import of such Products, against it, it will be possible to apply the quantities owed by the Distributor. Any repurchase of Products will be subject to the Policy of Return of Products that is enclosed in APPENDIX IV.

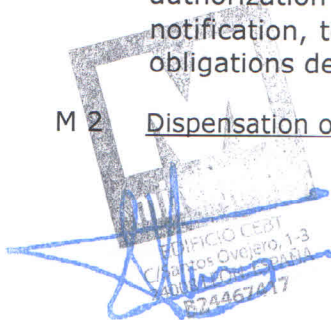
f) In the moment of purchase of the Products by "MILESMAN" according with the Article L.3 (e) or at three (3) months following the resolution or ending of the present Contract, which both events that take place before, the Distributor will stop using the trademarks "MILESMAN" allowed in accordance with the Article J of the present. The Distributor will deliver to "MILESMAN" all of the advertising and promotion material, papers and letters envelopes, labels, packaging, spare parts or other articles related to the Products that "MILESMAN" may have given free to the Distributor (except the costs of parcel and import).

g) In the moment of resolution or ending of the Contract, the Distributor will cooperate with "MILESMAN" to assure a organized transition and the continuity of the sales of the Products. The Distributor will facilitate to "MILESMAN" all the lists of customers, lists of parcels, records of sales and other reasonably needed information in the opinion of "MILESMAN" to carry out the service of maintenance of his customers in an organized and continued way and, at the request of "MILESMAN", will yield, in the measure allowed by the Legal Requirements, "MILESMAN" or any person designated by "MILESMAN", the whole right, ownership and participation on any Authorization sent to it) or will do everything possible in order that such Authorization is sent again to "MILESMAN" or any person designated by "MILESMAN".

ARTICLE M VARIOUS QUESTIONS

M.1 Cession. The Contract is of personal nature and, consequently, it cannot be yielded, in his totality or partly, by the DISTRIBUTOR, without the written authorization of "MILESMAN". "MILESMAN" will be able, by means of written notification, to yield or delegate the fulfilment of part or the totality of their obligations derived from the Contract to one or more of their Branches.

M 2 Dispensation of fulfilment.



N.1 Some defined terms. As they are in use in the present Contract, the following terms will have the following meanings:

"Branch" will mean any person or entity that, direct or indirectly, has the control, is controlled or be under common control of any another person or entity.

"Public administration" means any authority, organism, national state or local government or agency of the same.

"Products" mean, with subordination to the Article C of the present Contract, those products included in the Products Lines of "MILESMAN" listed in the enclosed **APPENDIX I.**

"Legal requirements" mean, referring to any person or entity, the constitutive documents of such an entity, any law, agreement, rule or regulation, order, decree, permission, license or another restriction or requirement of any Administrative Authority and any resolution of an arbiter or court or another Administrative Authority, in every case, applicable or binding related to such a person or entity or any of its goods or to whom such a person or entity or any of its goods is fastened.

"Year" means the subsequent period of twelve (12) months, in case of renovation, to the initial period of validity that it has been agreed in the clause on 3.1.

"Customer" means the final customer of the distributor.

APPENDIX I
PRODUCTS INCLUDED IN THIS CONTRACT

	1 laser ordered in a purchase
Milesman Premium	EUR 18.000,00
Milesman Summum	EUR 25.000,00

+ Value added taxes

APPENDIX II
SALES OBJECTIVE

January 2017 -January 2018: 7 Milesman devices.

APPENDIX III
PRODUCTS SOLD OF THE COMPETITION

APPENDIX IV
RETURN PRODUCTS POLICY



Contact phone: +903122607575
Contact person: Deniz Uslu

