

## Exclusive Distributor Contract

**Party A:** Shenzhen Filmbase technology Co.,LTD

**Address:** 31F, 3A Building, Smart Park, Baohe Road, Baolong, Longgang, Shenzhen, China

Tel: 0086-755-28505346 Fax: 0086-755-84651406 Email: info@filmbase.cn

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**Party B:** Bello Dekor Yapı Taah. ve Dış Tic.Ltd.Şti.

**Address:** ACIBADEM MAH ÇEÇEN SOK AKASYA A KULE KENT ETABI NO:25 A İÇ KAPI NO:150 ÜSKÜDAR /İSTANBUL

**Tel:** 90 0216 505 0 404

**Email:** scakan@bellodekor.com

1. Subject to the conditions hereinafter set forth, Party A hereby appoints and constitutes Party B as its sole authorized sales distributor in Turkey. The products covered under this Agreement shall be expressly **Led Film** manufactured by PARTY A (hereinafter called Products)

2. Exclusive Right:

In consideration of the exclusive right here in granted, Party A shall not directly or indirectly (by third parties, subsidiaries, or affiliates) sell or export **Led Film** to **Turkey**.

Party B shall not distribute any other products in Turkey that directly compete with the specific categories of **Led Film**, as defined by the technical specifications and applications provided by Party A. This restriction applies only to products that are functionally equivalent and serve the same primary purpose as the Products covered under this Agreement.

Party A shall refer to Distributor any inquiry or order for products that seller may receive from others in Turkey during the effective period of this Agreement.

3. Minimum Transaction and Price:

Upon signing the one year (12 months) Exclusive Distributor Contract, Party B need to pay a one time deposit of **20,000.00USD** to Party A within 3 working days after signing the contract. During this one year (12 months) contract, Party B agree with that the purchase amount shall be more

than **300,000.00USD** as the basis of cooperation. In order to protect the rights and interests of Party B, Party A is obliged to provide Party B with the lowest ex-factory(EXW) price.

#### 4. Penalty:

During one year (12 months) the effective period of this Agreement, the deposit will not be refunded if aggregate order amount received by Party A from Party B obtained by Agent under this Agreement was less than 300,000.00USD. When party B reach 300,000.00USD before **Otc. 23rd, 2026**, Party A will return the 20,000.00USD to party B if Party B do not intend to renew the contract (Transfer to the account designated by Party B or Deduct the purchase amount) .

Meanwhile, to protect Part B's benefit, if party B found party A sell the authorized product to Turkey, party A will need to pay part B 20,000.00USD. That does not include the products which part A had sold to Turkey before the agreement.

Meanwhile, to protect Party A's benefit, Party B shall not purchase similar products from other manufacturers during the effective period of the agreement. If party A found party B sell other similar product in Turkey, but the source of the product is not Party A, party B will need to pay party A 200,000USD. That does not include the products which part B had sold in Turkey before the agreement.

#### 5. Settlement procedures:

After Party A receives the confirmation of the purchase order from Party B, Party A shall make calculations and inform Party B to T/T Party A 50% of the amount of the order (wholesale price). Upon receipt of the 50% of the aggregate amount of the order from Party B, Party A will start production. Delivery period shall be calculated upon production. The remaining 50% will balance when Goods ready to delivery.

**6.** If the shipment is delayed by one week, Party B will get 1% discount; if it is delayed by two weeks, Party B will get 2% discount; That is to say, if the shipment is delayed by n weeks, Party B will get (n)% discount.

#### 7. Delivery location:

Party A sends the goods to the warehouse of forwarder designated by Party B in Shenzhen. Party A's responsibility of delivery is thus fulfilled. Party A shall not be responsibility for the freight or whatever happens to the goods henceforth.

**8.** Party B covenants to diligently and actively promote and represent the Party A products by regular sales calls on potential and active customers, by the prompt follow up of sales leads, and

**8.** Party B covenants to diligently and actively promote and represent the Party A products by regular sales calls on potential and active customers, by the prompt follow up of sales leads, and by every other method available to properly increase the sale of Party A products.

**9.** The term of this Agreement shall be for one year (12months) from **Oct. 23rd, 2025**. Either party may terminate this Agreement upon ninety (90) days written notice, provided that the terminating party has proven that the other party has committed a material breach of this contract and has failed to cure such breach within thirty (30) days of receiving notice of the breach. The party who breaks this Agreement shall be fined 20,000.00 USD.

**10.** It is expressly agreed that Party B is not an employee of Party A, but is an independent sales distributor.

**11.** This Agreement supersedes any and all prior agreements, written or oral, between Party A and Party B, and constitutes the complete agreement between the parties. Any modification, alteration, or change in this Agreement must be made in writing and with the mutual consent of the parties hereto.

**12.** This Agreement and every provision hereof shall be deemed to be severable and, in the event that any paragraph is invalid or illegal, or shall be construed as preventing the formation of a valid binding contract between the parties of the Agreement, any such paragraph shall be deemed to be stricken from the Agreement, and the remainder of this Agreement shall continue to be in full force and effect as though such paragraph was not contained in this Agreement.

**13.** All notice required pursuant to the Agreement shall be in writing and shall be forwarded by fax, e-mail or certified mail to the business address of the respective parties, as set forth herein.

**14. Force Majeure**

Either party shall not be held responsible for failure or delay to perform all or any part of the due to Natural disaster, Government orders or restriction or any other events which could not be predicted at the time of the conclusion of the Agreement and could not be controlled, avoided or overcome by the parties. However, the party effected by the Event of Force Majeure shall inform the other party of its occurrence in Written as soon as possible.

**Party A: Shenzhen Filmbase Technology Co., LTD**

**Signature & Company Stamp:**

**Signature Date: 2025-10-23**

**Party B: Bello Dekor Yapı Taah. ve Dış Tic.Ltd.Şti.**

**Signature & Company Stamp:**

**Signature Date: 2025-10-23**