



INTERNATIONAL MASTER DISTRIBUTION AGREEMENT

This agreement is between BAYCO PRODUCTS INC. (NIGHTSTICK), hereafter referred to as "BAYCO" and Çiftel A.S.; Tunel Cad. Apkan Han No. 36/1, Karaköy, İstanbul 34420, Turkey, hereafter referred to as "DISTRIBUTOR", effective the date **October 20, 2021** as approved by BAYCO, which shall remain in force until terminated by either party.

1. **Appointment.** BAYCO may change, add to, discontinue or limit the availability of products without notice or liability to DISTRIBUTOR.
2. **Sales Territory by Country: TURKEY**
Distributor agrees not to re-export to any countries not listed above without written permission from BAYCO Products. Authorized Distributor may not operate as a 3rd party seller or fulfiller on any online site, including, but not limited to, Amazon.com, Alibaba, Aeroxchange, ILS, eBay, etc.
3. **Shipments.** Shipping Terms are Ex Works, BAYCO Products, 640 S. Sanden Blvd. Wylie, Texas, 75098, USA. Shipping duties, fees and taxes are the responsibility of the DISTRIBUTOR. BAYCO can arrange shipping using DISTRIBUTORS' UPS, Fed Ex, DHL or TNT account; or make arrangements with the Freight Forwarder of Distributors' choice. BAYCO will provide DISTRIBUTOR with weights and dimensions prior to shipping.
4. **Payment Terms.** All International orders must be pre-paid by wire transfer only. A Pro Forma Invoice will be provided by BAYCO and the product will ship after payment is received into BAYCO's bank account. **Payment MUST be made by the Purchaser within 30 days upon receipt of the Pro Forma Invoice or order will be cancelled.**
5. **Orders.** All items must be ordered in case quantities. Minimum order is \$1,000. Email purchase orders to intlorders@baycoproducts.com. BAYCO will make every effort to pack the order within 3-5 business days. If an item is on backorder the DISTRIBUTOR will be notified by BAYCO.
6. **Pricing.** All prices are subject to change. BAYCO will make every effort to give a 30-day notice for price changes. Pricing is in US Dollars.
7. **Use of NIGHTSTICK Logos or Other Trademarks.** BAYCO grants DISTRIBUTOR a non-exclusive license to use the NIGHTSTICK logo or other protected trademarks of BAYCO in its advertising and marketing of the NIGHTSTICK line of products.
8. **Warranty and Repair Issues.** Distributor will request return instructions from BAYCO regarding any repair or replacement of warrantied item. BAYCO will repair or replace warrantied item(s) at its discretion. BAYCO will honor the minimum warranty requirements as required by law in the country of purchase.

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9. Export Compliance and Ethical Business Practices

A. Distributor acknowledges and expressly agrees that certain laws of the United States including, but not limited to, the U.S. Export Administration Act, the U.S. Export Administration Regulations, the U.S. Boycott Regulations, and the laws and regulations administered by the Office of Foreign Assets Control ("OFAC"), apply to all activities conducted pursuant to this Agreement. The application of such laws may result in the imposition of penalties and sanctions on BAYCO and the Distributor in the event the Products supplied by BAYCO are distributed in violation of those laws. Distributor agrees that it will comply strictly with all such laws.

B. Distributor acknowledges and expressly agrees that it will comply with all applicable U.S. laws relating to ethical business practices, including the U.S. Foreign Corrupt Practices Act. Distributor also agrees that it will comply with the requirements of the applicable laws of any other country relating to the conduct of ethical business practices. Distributor acknowledges that BAYCO is subject to the laws of the United States that apply to activities carried on outside the United States, and Distributor agrees that it will not take or omit to take any action if such act or omission might cause BAYCO to be in violation of any such laws. Upon written request from BAYCO, Distributor shall promptly provide BAYCO with any and all such information that BAYCO might reasonably consider necessary to verify compliance by Distributor with the provision of this Section.

C. Should BAYCO determine that Distributor has engaged in transactions or other activities that are in violation of any laws or regulations addressed by this Section, BAYCO may immediately terminate this Agreement at its sole discretion without penalty or recourse by Distributor.

D. The Distributor acknowledges and agrees that it is solely responsible for full compliance with any and all legal requirements related to the importation of purchased products from BAYCO in Distributor's sales territory.

E. The Distributor shall assume full responsibility for and indemnify and hold BAYCO harmless from any damage, claim, liability, loss or expense (including but not limited to any legal costs) which BAYCO may suffer or incur by reason of violation of any laws or regulations addressed by this Section.

F. Bayco Products Inc. is compliant with the European Directive, GDPR (General Data Protection Regulation). Distributor is also required to be compliant with GDPR where applicable.

10. Termination. BAYCO or DISTRIBUTOR may terminate this agreement, with or without cause at its sole discretion by giving at least NINETY (90) days written notice of such termination. In the event of DISTRIBUTOR breach hereof, BAYCO may, effective immediately, terminate this agreement. In either event, notice will be provided and all backorders will be cancelled.

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Acknowledgement

The undersigned hereby certifies on behalf of DISTRIBUTOR that DISTRIBUTOR has read, understands and agrees to abide by the terms and conditions set forth in this agreement.

DISTRIBUTOR ACCEPTANCE:

BAYCO ACCEPTANCE:

Company Name: Ciftel Is Guvenligi Malzemeleri A.S. Company Name: Bayco Products Inc.



Print Name: Gavin McLachlan

Title: International Sales Director

Signed: G. McLachlan

Date: 21/10/2021

Date: 21 OCT 2021

(This agreement is effective upon receipt and approval by BAYCO.)

Please provide information for your company that will be listed on the Nightstick website 'Where to Buy' directory.

Company name: Ciftel Is Guvenligi Malzemeleri San. ve Tic. A.S.

Web address: www.ciftelis.com/urun-kategori/ex-proof-fenerler/

Physical location

Address Tersane cad. Aphan Han. No.36/2

Address line 2 Karakoy, Beyoglu

City: Istanbul Postal Code 34421

Country Turkey

Main Phone # for customers +90 212 243 1997

Email for sales inquiries info@ciftelis.com

Rev. 1 January 2021