

ELECTRONIC AGENCY MEMBERSHIP AGREEMENT

The Electronic Agency Membership Agreement (hereinafter referred to as the "Agreement"), upon approval and signing by the parties, will come into effect, and the BiletBank membership process will commence.

This agreement is entered into between, on one hand, **Akdeniz Pe-tur Turizm Seyahat Acentesi ve Ticaret A.Ş.** located at Çobançeşme Mah. Sanayi Cad. No:44 Nish Istanbul C Blok Kat:17 No:197-200 Yenibosna 34196 Bahçelievler Istanbul (hereinafter referred to as "**PE-TUR**"), and on the other hand, [.....], located at [.....] (hereinafter referred to as "**E-AGENCY**").

The parties have reached a full agreement on the following matters.

ARTICLE 1 - DEFINITIONS

Unless otherwise defined in this agreement, the following terms shall have the meanings set forth below.

- 1.1. "**BiletBank**"; The name given to the sales channel operated by PE-TUR, accessible via the website www.biletbank.com and other web addresses that may be announced in the future, as well as mobile applications, to facilitate the reservation and sale of online airline tickets, accommodation, transfers, car rentals, and similar services to its agents.
- 1.2. "**Agent Code**"; A unique alphanumeric code determined and assigned by PE-TUR exclusively for each E-AGENCY.
- 1.3. "**Customer**"; The end-users or consumers to whom the E-AGENCY markets the services covered by this agreement, obtained through BiletBank.
- 1.4. "**Administrator User (Admin)**"; The information entered by E-AGENCY during the initial registration belongs to the Admin user. The Admin user has all the authorities granted to E-AGENCY, including tasks such as opening sub-agents, adding users, and regulating the permissions of all other users. Any financial, legal, and criminal liability related to the appointment of the Admin and Admin's authorities belongs to E-AGENCY.

ARTICLE 2 – SUBJECT OF THE AGREEMENT

The subject of this agreement is the allocation of BiletBank by PE-TUR for the use of E-AGENCY, the determination of the rights and obligations of the parties, and the marketing of the services and products of BiletBank itself or the companies and providers with which it collaborates through E-AGENCY.

ARTICLE 3 - RIGHTS AND OBLIGATIONS OF E-AGENCY

3.1. After the completion of the membership process, "username" and temporary "user password" will be created by PE-TUR for E-AGENCIES. E-AGENCY acknowledges, declares, and undertakes that, upon receiving the temporary password, it will change this password to a more secure one of its choice as soon as possible, and is directly responsible for any damage and/or loss that may occur otherwise.

3.2. In the event that E-AGENCY forgets or loses its password, it is necessary to apply in writing to PE-TUR by the authorized representative who is authorized for representation and authorization according to the current signature circular. The password will be renewed and sent to the e-mail address registered in the system by E-AGENCY. E-AGENCY accepts, declares, and undertakes that PE-TUR is not responsible for any damages that may arise if the password does not reach due to reasons such as the non-use, alteration, incorrect provision, or being in the hands of third parties.

3.3. E-AGENCY acknowledges that, upon initial use, it is required to change the temporary password, and it is responsible for changing the temporary password, selecting a new one, and protecting it, as well as for the security of the user code and passwords it creates. E-AGENCY confirms that transactions performed with these usernames (separately created usernames for ROOT-Admin-User) and passwords are carried out on behalf of E-AGENCY and that the individuals using these usernames and passwords are authorized by E-AGENCY. E-AGENCY accepts, declares, and undertakes that all financial, legal, and criminal responsibilities related to the transactions of all users, including the Administrator User, Admin, and User, belong to E-AGENCY. In the event that PE-TUR incurs any damage due to the actions of these individuals, E-AGENCY agrees to immediately compensate PE-TUR for all damages without the need for any warning or notice.

3.4. The representative of E-AGENCY (the person authorized to sign on behalf of the company) is responsible for safeguarding the system password provided to them during the initial membership stage. In the event that the password is used by unauthorized persons, causing any damage or loss to PE-TUR, E-AGENCY agrees to immediately cover all damages without the need for any warning or notice.

3.5. E-AGENCY will only use the Biletbank system through the domain www.biletbank.com owned by PE-TUR. E-AGENCY agrees, declares, and undertakes that commissions for sales resulting from such actions will not be paid to E-AGENCY in the case of using or allowing the system to be used through another URL address or using unauthorized access methods. PE-TUR also has the right to unilaterally terminate this agreement immediately without any compensation.

3.6. E-AGENCY declares and undertakes that it complies and will continue to comply with the current legislations, including but not limited to, Travel Agencies Regulation published in the 5/10/2007 dated and 26664 numbered the Official Gazette. E-AGENCY accepts that any liability arising from non-compliance will be solely its own.

3.7. While using Biletbank, E-AGENCY agrees that it will not contain information and/or programs that may damage the information on the computers of other users in the system or the software they use, and it will take necessary precautions. E-AGENCY acknowledges that it will be solely responsible for any customer requests, complaints, and other demands arising from such actions, and agrees to immediately cover all damages incurred by PE-TUR without any warning or notice.

3.8. E-AGENCY agrees not to display PE-TUR call center numbers on any platform and not to direct end-users to PE-TUR and/or PE-TUR call centers in any way. In case of non-compliance, this agreement may be unilaterally terminated by PE-TUR without any compensation.

3.9. E-AGENCY confirms that the information provided on the registration form is accurate and valid. It acknowledges that it is responsible for any damages arising from incorrect or incomplete information when such information is necessary (e.g., password recovery). In the cases mentioned above, E-AGENCY agrees that its membership can be terminated immediately, and the contract can be terminated by PE-TUR without any compensation. In the event of such termination, E-AGENCY waives any claims for compensation from PE-TUR, and E-AGENCY agrees to immediately cover all damages incurred by PE-TUR without any warning or notice.

3.10. In the event that E-AGENCY requests the updating or modification of any information conveyed to PE-TUR through this agreement, the requested changes must be made in writing and signed by the authorized representative of E-AGENCY, specifying the Agent Code. The requested change becomes effective after approval by PE-TUR. PE-TUR cannot be held responsible for transactions that are not in writing and do not bear the signature of the authorized representative of E-AGENCY. All responsibility for such transactions belongs to E-AGENCY. In this case, E-AGENCY agrees that it cannot claim any compensation, remedy, or refund from PE-TUR under any name.

3.11. E-AGENCY acknowledges that all services and software used in the BiletBank system, including information, documents, software, design, graphics, and all other works produced and/or purchased by PE-TUR, are exclusively owned by PE-TUR in terms of both financial and moral rights by related legislations. E-AGENCY agrees, declares, and undertakes not to reproduce, distribute, process, publicly disclose, subject to reverse engineering processes, or use this software in any way contrary to related legislations.

3.12. E-AGENCY agrees, declares, and undertakes not to access the services offered in the BiletBank system in an unauthorized manner and not to modify the software in any way other than the manner determined by PE-TUR. Otherwise, E-AGENCY agrees to compensate for any damages that PE-TUR may incur.

3.13. E-AGENCY agrees, declares, and undertakes not to send information or programs that may damage the information or software on other users' computers in the system through the system, not to post information prohibited by customs, laws, and regulations, not to circulate information such as chain mail, software viruses, etc., not to store personal information of others, not to misuse it, and to bear all responsibility for any damage incurred.

3.14. E-AGENCY agrees, declares, and undertakes to diligently protect all information obtained in any form, whether written, oral, or electronic, including CDs, before and during this agreement, and not to distribute, reproduce, or replicate any part of it in any way. This obligation will remain in effect indefinitely even after the termination of the contract. This provision supersedes the Confidentiality Agreement.

3.15. E-AGENCY acknowledges, declares, and undertakes that it is solely responsible for the accuracy of all information regarding price, route, identity, contact, etc., used in reservations, ticketing, mail order forms, and all transactions made through the system using any payment method. E-AGENCY agrees to pay any fees, penalties, etc., due to the aforementioned errors immediately upon the first notice from BiletBank.

3.16. Any changes related to reservations made in the system will be sent to E-AGENCY via email and/or short message (SMS) to the email address and/or number entered by E-AGENCY into the system during the reservation. The accuracy and validity of all communication information such as email addresses and phone numbers entered into the system during BiletBank usage belong to E-AGENCY, the one making the reservation or ticketing.

3.17. E-AGENCY accepts, declares, and undertakes that it is responsible for any information, messages, and files that may be lost, missing, or incorrectly delivered during the use of the BiletBank system, and PE-TUR cannot be held responsible in any way.

3.18. E-AGENCY agrees, declares, and undertakes that if it enters its own or the contact information of its authorized personnel instead of passenger information during the reservation stage, E-AGENCY will be solely responsible for any changes, cancellations, etc., that cannot be communicated to the passenger. E-AGENCY acknowledges that PE-TUR has no responsibility in this regard.

3.19. E-AGENCY agrees, declares, and undertakes not to send messages through the system, whether by itself or by other authorized persons, that are threatening, harassing, contrary to morality and decency, racist, discriminatory, or violate the rights of third parties, or are contrary to the laws of the Republic of Turkey or international agreements. In case of any damage incurred by PE-TUR due to such content, E-AGENCY agrees to compensate immediately without the need for any notice or warning from PE-TUR. E-AGENCY also accepts that PE-TUR can unilaterally terminate the contract in this case.

3.20. E-AGENCY agrees, declares, and undertakes not to advertise the services covered by this agreement using the name of PE-TUR and/or BiletBank without the written permission of PE-TUR, and not to engage in surveys, contests, promotions, or chain letter activities.

3.21. E-AGENCY acknowledges that PE-TUR may monitor, inspect and keep log activities of the BiletBank system at any time or continuously, and take necessary interventions, including terminating the membership and excluding the member from the service, without the need for any notice or warning in case E-AGENCY acts contrary to the terms of this agreement.

3.22. E-AGENCY is responsible for obtaining and ensuring the accuracy of the identity information (age, gender, ID number, passport number, nationality, disability status, etc.) of individuals purchasing tickets through the agency and passengers traveling with them. E-AGENCY agrees to compensate for all damages incurred by PE-TUR due to incorrect collection or entry of passenger identity information into the system without the need for any notice or warning from PE-TUR.

3.23. E-AGENCY, during the use of the BiletBank system, must enter a valid ID number and/or Passport number and the real date of birth in cases where it is requested and/or necessary (for all kinds of discounted services, e.g., Infant, Child, Student, Youth, Retiree, Elderly, Press Member, Sailor, Member of Parliament, etc.), and keep photocopies of these documents for a period of 3 (three) years. E-AGENCY agrees, declares, and undertakes that it will not present false, fake, or tampered documents that can be understood as a result of a reasonable examination, and in case of such presentation, PE-TUR may file criminal complaints and/or lawsuits. In addition, E-AGENCY agrees to compensate for any direct and/or indirect damages incurred by PE-TUR as a result of these actions.

3.24. In transactions made with credit cards through the BiletBank system by E-AGENCY or on behalf of E-AGENCY, E-AGENCY agrees, declares, and undertakes not to conduct any transactions through remote access to information obtained by phone, fax, SMS, email, instant messaging, or transactions without physically verifying the identity information of the credit card holder, not to use or allow the use of someone else's credit card for any sales transactions, not to engage in any fictitious transactions or allow fictitious transactions, and to personally use the service for sales transactions made with a credit card where the credit card holder will not use the service in person. E-AGENCY also agrees to keep signed statements confirming the credit card holder's approval of sales transactions made remotely and without the physical presence of the credit card holder, for a period of 3 (three) years after the transaction date.

3.25. In the event that the original credit cardholder denies or requests a refund of the transaction for any reason, or if the bank refunds the transaction for any reason, and if PE-TUR incurs any costs, exchange rate differences, chargeback fees, and arbitration fees, E-AGENCY agrees to immediately pay all amounts, including punitive amounts, from PETUR, and/or PE-TUR may deduct these amounts from E-AGENCY's current account or invoice. E-AGENCY further agrees to immediately cover all damages incurred by PE-TUR due to the refund.

3.26. If E-AGENCY violates one or more of the acts, such as recording, copying, unauthorized use, or intermediation of credit cards, it agrees, declares, and undertakes to pay all amounts, including exchange rate differences, punitive amounts, etc., within the framework of national and international card organization rules. This includes all fake transaction amounts made with stolen card information and all costs, including the costs of banks closing and renewing cards.

3.27. E-AGENCY is responsible for entering accurate visa details required by the airline for the country where the trip will take place, notifying the customer of all visa and transit visa information, and timely notifying the customer of cancellation, refund, and change information. E-AGENCY accepts, declares, and undertakes that all liability arising from incomplete/incorrect information is its own and that it will immediately cover all damages incurred by PE-TUR due to this.

3.28. E-AGENCY acknowledges that PE-TUR has no liability if customers cannot receive services due to the bankruptcy, concordat declaration, or insolvency of the original providers of the airplane tickets or other services purchased through the BiletBank services. E-AGENCY agrees that any claims made by customers will be directed solely to itself, and therefore, it will not have any claims against PE-TUR under any name.

3.29. E-AGENCY agrees, declares, and undertakes to act in accordance with the "Additional Protocol on the Processing, Transfer, and Protection of Personal Data," which is an integral part of this agreement, in all personal data processing processes carried out using BiletBank services. In case of unlawful processing of personal data causing damage to PE-TUR, E-AGENCY agrees to compensate for the damage immediately and in cash.

3.30. E-AGENCY agrees, declares, and undertakes to comply with the rules of Suppliers/Airlines in all transactions it performs, and in case of any additional charges/penalties, such as Agency Debit Memo (ADM), imposed by airlines and/or other suppliers due to transactions contrary to these rules, it agrees to immediately and in cash compensate for all damages incurred by PE-TUR.

3.31. E-AGENCY is not allowed to place search engine ads containing brand names, words, and signs owned by Supplier Companies, airlines, and/or PE-TUR. Additionally, E-AGENCY may not engage in deceptive or unfair competitive advertising and promotional activities regarding the services within the scope of the System, and it cannot make statements. In such cases, after the warning from PE-TUR, the PE-TUR reserves the right to partially or completely suspend the service. If E-AGENCY violates this clause, PE-TUR has the right to terminate the Service immediately and without compensation, and E-AGENCY is obliged to immediately and in cash compensate for all damages incurred by PE-TUR and the relevant third-party suppliers and airline companies due to this.

ARTICLE 4 - RIGHTS AND OBLIGATIONS OF PE-TUR

4.1. PE-TUR is obliged to establish the necessary technical infrastructure and perform maintenance to ensure the continuity of BiletBank and achieve the maximum possible usage time. PE-TUR may temporarily suspend or completely stop the operation of the BiletBank system in planned or emergency situations for the continuity or health of the technical infrastructure. E-ACENTE acknowledges,

declares, and undertakes that PE-TUR has no liability towards E-ACENTE, BiletBank members, or third parties due to the temporary suspension or complete cessation of the system.

4.2. PE-TUR undertakes to make every effort to ensure that BiletBank services are provided on time, securely, and error-free, that the results obtained from the use of the service are accurate and reliable, and that the service quality meets expectations.

4.3. E-ACENTE cannot claim compensation for loss of profit, consequential damages, or any other damages under any name even in cases where PE-TUR is responsible under the above article. Damages that E-ACENTE can claim from PE-TUR will only be those that can be concretely seen and calculated, such as damages arising from “the collapse of E-ACENTE's computer system due to an event requiring PE-TUR's liability”.

4.4. PE-TUR cannot be held responsible for the inaccuracy of the information provided in the BiletBank system due to the acquisition of many pieces of information from sources outside PE-TUR. However, PE-TUR acknowledges that it will make every effort necessary for users to obtain healthy, accurate, and up-to-date information.

4.5. PE-TUR reserves the right to unilaterally make changes to the implementation of this agreement for future technical requirements and compliance with laws and regulations. PE-TUR may unilaterally change the existing articles of this agreement, arrange Additional Protocols, or add new articles to this agreement. In such cases, E-ACENTE agrees not to claim any compensation for the termination or suspension of E-ACENTE membership.

4.6. PE-TUR has the authority to periodically backup and delete some or all files, messages, and electronic communications kept by BiletBank members during the use of the services. PE-TUR will not be held responsible for backup and deletion operations.

4.7. PE-TUR's sales made on BiletBank are limited to the quantity and quality capacities offered by the suppliers providing the service. PE-TUR may not make reservations for services that cannot be performed or may cancel reservations and refund the amount paid for the service. PE-TUR does not guarantee that the services displayed in BiletBank are ready for delivery.

4.8. PE-TUR is fully authorized to use and allow the use of all contact information, product delivery, cancellation/change information, and any other information stored on the BiletBank system for promotional and commercial purposes to the extent permitted by the legislation on the protection and processing of personal data.

4.9. PE-TUR has the right to change the price and product feature information of the services offered on BiletBank. If an error occurs in price and feature information, PE-TUR may provide the service with corrected information or cancel the reservation and refund the amount paid by the customer.

4.10. PE-TUR may redirect E-ACENTE to other websites through BiletBank. In this case, E-ACENTE agrees that PE-TUR is not responsible for the content of the sites to which E-ACENTE will be redirected.

4.11. Upon receiving a risk notification or chargeback/fraud notification related to E-ACENTE from the banks with which PE-TUR works, PE-TUR may suspend the connection of the relevant E-ACENTE to BiletBank and/or unilaterally terminate the contract with E-ACENTE. In such a case, E-ACENTE agrees not to claim any compensation for the termination or suspension of membership.

4.12. PE-TUR may convert BiletBank's membership-free services into services requiring membership over time. PE-TUR may open additional services, change some services partially or completely, or turn them into paid services. The authority to decide on these matters is solely owned by PE-TUR.

ARTICLE 5 - FINANCIAL PROVISIONS

5.1. BiletBank will receive the service fee specified in the system for the services provided within the scope of the contract. BiletBank will not refund its service fee in any case. E-ACENTE will earn a commission for each sale made, and under no circumstances can E-ACENTE sell tickets below the price set in the system.

5.2. The details of all financial conditions related to transactions between E-ACENTE and PE-TUR can be tracked from the administrative panel in the BiletBank system. The rates, figures, and formulas kept up to date in the administrative panel constitute the financial conditions of the agreement between PE-TUR and E-ACENTE. E-ACENTE accepts, declares, and undertakes that it accepts the financial conditions consisting of rates, figures, and formulas presented in the system, and it is responsible for following the up-to-date data in the administrative panel.

5.3. Commission settlements under this Agreement are made fortnightly periods (twice a month). The first settlement period of each month covers the period between the 1st day and 15th day of that month, and the second settlement period covers the period between the 16th day and the last day of that month. The first business day following each settlement period is determined as the "Account Closing Date."

5.4. The parties will reconcile the current account regarding the ticket amounts sold by E-ACENTE on the Account Closing Date. In the event of any dispute regarding tickets sold through BiletBank within the scope of the contract, PE-TUR records will prevail. E-ACENTE acknowledges, declares, and undertakes that the records created by E-ACENTE under this Agreement are valid, binding, and constitute conclusive evidence in case of any discrepancy, and this article is considered a written evidence agreement within the meaning of Article 193 of the Law of Civil Procedure No. 6100.

5.5. A commission invoice is issued for each previous settlement period for the commission earned based on the total amount obtained from the tickets sold by E-ACENTE from the BiletBank system. After the invoice control to be performed by PETUR, the commission payment amount can be added to E-ACENTE's "Available Limit" or paid to E-ACENTE's bank account within 7 (seven) business days.

5.6. E-ACENTE agrees, declares, and undertakes that it must issue an invoice for the relevant period within the period and send it to PETUR for the commission earned from the sales made through the BiletBank system to be credited to its account. If E-ACENTE fails to issue an invoice for the relevant period, it agrees to pay all damages to PETUR without recourse.

5.7. PETUR may request a bank guarantee in the format specified in Annex-2 to secure the obligations of E-ACENTE within the scope of this Agreement. E-ACENTE may work with an advance payment instead of a bank guarantee.

In case of a violation of the obligations specified in this Agreement by E-ACENTE, PETUR has the right to use the bank guarantee to collect its debt. In case the bank guarantee is converted into cash, PETUR may request the submission of a new bank guarantee or the renewal of the bank guarantee for E-ACENTE to be able to continue to make sales.

5.8. PETUR will provide a current account limit equal to the bank guarantee or prepayment amount for E-ACENTE against the bank guarantee or prepayment. If the sales amount of the transactions made by the agency exceeds the current account limit from the last account closing date, the continuation of the service provided by PETUR will only be possible if E-ACENTE makes an early transfer to PETUR or

provides an additional current account limit with a new bank guarantee or prepayment. Otherwise, the sales authority of E-ACENTE may be suspended by PETUR.

5.9. In case of termination of the Agreement for any reason, PETUR will refund the bank guarantee or the remaining amount of the prepayment to E-ACENTE, provided that E-ACENTE has fully paid its debts to PETUR, has not caused any damage to PETUR or its suppliers, and has fulfilled its obligations in full and on time.

5.10. E-ACENTE can purchase tickets for itself, its employees, or its customers from the BiletBank system by offsetting the commissions it will earn. However, for this transaction to be valid, E-ACENTE must have issued the commission invoice for the next period and sent it to PE-TUR. Otherwise, PE-TUR has the right to debit E-ACENTE for the relevant amount.

5.11. Any penalties and payment obligations of PE-TUR due to end-user customers, service provider companies or any other related institutions complaints arising from E-ACENTE's non-compliance with the terms and conditions of its relevant service provider will be compensated by E-ACENTE. In such a case, E-ACENTE agrees not to claim any compensation for the amount reimbursed by PE-TUR and acknowledges, declares, and undertakes to pay all damages incurred by PE-TUR immediately. In this case, PE-TUR may collect the amount of damage incurred from the current account or deduct it from the commission amount earned by E-ACENTE to be paid.

ARTICLE 6 - JOINT AND SEVERAL DEBTORS

6.1. Joint and Several Debtors, jointly and severally undertake to pay in advance, without any objection or dispute, all the money E-ACENTE owes or will owe at any time and in any way under the Electronic Agency Membership Agreement, including all penalties, default interest, and other accessories applicable due to all contractual transactions. Joint and Several Debtors declare and accept that the Electronic Agency Membership Agreement between E-ACENTE and PE-TUR will be applied to them in the same way as it is applied to E-ACENTE, and they will not object to the provisions contained in these articles.

6.2. Joint and Several Debtors are jointly and severally responsible for all of E-ACENTE's debts. The obligation is not a guarantee provision but is a primary/primary obligation that is just like E-ACENTE. Therefore, PE-TUR has the right to initiate legal proceedings simultaneously against joint and several debtors and E-ACENTE for the entire debt without any limit in the collection of E-ACENTE's agency debt, and the right to initiate legal proceedings separately for the entire debt from each of them, and joint and several debtors and E-ACENTE accept, declare, and undertake without objection and in advance.

ARTICLE 7 - PRODUCT RETURNS AND CONSUMER CLAIMS

7.1. In accordance with the Consumer Protection Law No. 6502, Electronic Commerce Regulation Law No. 6563, Regulation on Service Providers and Intermediary Service Providers in Electronic Commerce published in the Official Gazette dated 26.08.2015 and numbered 29457, and Distance Contracts Regulation published in the Official Gazette dated 27.11.2014 and numbered 29188, considering the special structure of online sales, the cancellation and return conditions specified by the relevant supplier during the service provision will be valid in the direction of the customer's and/or E-ACENTE's return and cancellation requests. E-ACENTE acknowledges, declares, and undertakes that, except for these issues, it knows that PE-TUR will not accept any cancellation request and has properly informed the end consumer.

7.2. If end user consumer applies to Consumer Arbitration Committees and/or Consumer Court for any material or moral damage, and/or claims of non-application of cancellation/return/change requests, and/or any problems in the presentation of the service, and indicates PE-TUR as the defendant instead of the Supplier/Airline, E-ACENTE agrees to promptly submit the necessary information and documents for defense and to cooperate for a complete defense. The amounts that PE-TUR is obliged to pay due to Consumer Arbitration Committee Decision and/or Court decision regarding the tickets and/or services sold by E-ACENTE will be reimbursed to E-ACENTE, along with all accessories.

7.3. E-ACENTE acknowledges, declares, and undertakes that PE-TUR has no responsibility for claims arising from cancellation/return, delay and cancellation of flights, non-acceptance for the flight, and problems related to baggage and belongings due to the supplier/airline company, and that such claims will be directed to the supplier/airline companies.

ARTICLE 8 - DURATION, TERMINATION, AND PENALTY CLAUSE

8.1. This Agreement enters into force indefinitely between the parties as of the mutual signing of the contract.

8.2. Without prejudice to the provisions of this agreement, if E-ACENTE fails to fulfill any provision of this agreement, in full, on time, or properly, PE-TUR may unilaterally terminate this agreement immediately. E-ACENTE agrees, without the need for any warning or notice, to promptly compensate PE-TUR for the damages that PE-TUR will suffer due to the breach of the agreement.

8.3. E-ACENTE acknowledges, declares, and undertakes that it is still responsible for the transactions that have taken place during the term of this Agreement after the termination of the contract.

8.4. E-ACENTE may terminate this agreement at any time by providing a written notice of the reason. The termination notice will not be effective unless it is served on PE-TUR by registered mail with acknowledgment of receipt. The termination will take effect at the end of the 30th day following the delivery of the registered notification. During this period, the parties will continue to perform their obligations under this Agreement.

ARTICLE 9 - VALIDITY OF RECORDS AND EVIDENCE AGREEMENT

E-ACENTE accepts, declares, and undertakes that in case of disputes arising from this agreement, only PE-TUR's ledger records, microfilm, microfiche, e-mail, telephone call records made by notification, and all other computer records will be valid, binding, final, and exclusive evidence within the scope of Article 193 of the 6100 numbered Civil Procedures Law and that it waives the right to offer an oath to object to these records and to object that they were kept in accordance with the procedure.

ARTICLE 10 - EFFECTIVENESS AND APPLICABLE LAW AND SEVERABILITY OF PROVISIONS

10.1. In cases not covered by any previously signed contracts and/or annexes between the parties, the provisions of this Agreement will apply. In the event of conflicting provisions between the previously signed and valid contract provisions and the provisions of this Agreement, the provisions of this Agreement will take precedence.

10.2. In case of disputes arising from this agreement, first and foremost, the provisions of this agreement will apply, and in cases where there are no provisions, the current legislations of the Republic of Turkey will be applied. The invalidity or cancellation of any provision of this agreement for any reason will not affect the validity of the other provisions of the Agreement.

ARTICLE 11 - NOTIFICATION

11.1. The legal address of E-ACENTE is as specified in the introduction part of this Agreement. Notifications made to these addresses will be deemed to have been made to E-ACENTE. Notifications to be made by E-ACENTE will be made to the address specified on PETUR's website at <https://www.biletbank.com>, and notifications made outside this address will not be considered valid. In this context, PETUR accepts, declares, and undertakes to keep the address specified on the site always up to date. Unless E-ACENTE announces changes to the address in writing via registered electronic mail (KEP) or notary, notifications made to the address specified in the Agreement will be binding on the parties and accepted as valid legal notifications.

ARTICLE 12 - DISPUTE RESOLUTION AND JURISDICTION

12.1. Any disputes arising from the implementation of this agreement will be finally resolved through arbitration in accordance with the Istanbul Arbitration Center Arbitration Rules established by Law No. 6570.

12.2. This agreement consists of 12 (twelve) main articles and is signed jointly and voluntarily by the parties, understood by reading, and signed with their free will, together with the annexes listed below.

Date: ____/____/____

Date: ____/____/____

E-ACENTE

PE-TUR

Legal Name: _____

Legal Name: Akdeniz Pe-tur Turizm
Seyahat Ace. Ve Tic. A.Ş.

Authorized Person: _____

Authorized Person: _____

SEAL & SIGNATURE

SEAL & SIGNATURE

ANNEX 1

PROTOCOL ON THE PROCESSING, TRANSFER, AND PROTECTION OF PERSONAL DATA

1. PARTIES

This Additional Protocol on the Transfer of Personal Data from the Data Processor to the Data Controller and from the Data Controller to the Data Processor ("Protocol") is signed on/...../..... between:

Akdeniz Pe-Tur Turizm Seyahat Acentası ve Ticaret A.Ş. ("PE-TUR"), located at Çobançeşme Mah. Sanayi Cad. No:44 Nish Istanbul C Block Floor:17 No:197-200 Yenibosna 34196 Bahçelievler Istanbul; and Company located at..... hereinafter referred to as "E-AGENT," has been signed between the parties.

Throughout this Protocol, PE-TUR and E-AGENT will collectively be referred to as the "Parties" and individually as a "Party."

2. DEFINITIONS

- "Anonymization": Refers to rendering personal data in a way that the identity of a natural person, either directly or indirectly, cannot be associated with the data by any means.
- "Data Subject": Refers to the natural person whose personal data is processed.
- "Processing of Personal Data" or "Processing": Encompasses any operation performed on data, whether or not by automated means, such as collection, recording, storage, retention, alteration, disclosure, transfer, retrieval, making available, classification, or preventing the use of data.
- "Personal Data" or "Data": Refers to any information related to an identified or identifiable natural person.
- "Special Categories of Personal Data": Refers to data related to an individual's race, ethnicity, political opinion, philosophical belief, religion, sect, or other beliefs, as well as data regarding their attire, membership in associations, foundations, or unions, health, sexual life, criminal convictions, and security measures. (Within the scope of this Agreement, the term "personal data" includes "special categories of personal data" to the extent appropriate.)
- "Erasure of Personal Data": Refers to making personal data inaccessible and unusable for relevant users.
- "Destruction of Personal Data": Refers to making personal data inaccessible, irretrievable, and unusable by anyone.
- "KVKK" and "Law": Refers to the Law on the Protection of Personal Data numbered 6698.
- "Data Recording System": Refers to the system where personal data is structured and processed according to specific criteria.
- "Data Controller": Refers to the natural or legal person who determines the purposes and means of processing personal data and is responsible for establishing and managing the data recording system.
- "Data Processor": Refers to the natural or legal person who processes personal data on behalf of the data controller based on the authority granted by the data controller.
- "BiletBank": The name given to the sales channel consisting of internet web addresses operated by PE-TUR to provide online services such as airline ticket sales, hotel reservations,

hotel accommodation sales, transfer reservation and sales, and car rental mediation, accessed at www.biletbank.com and other web addresses that may be announced in the future.

- "BiletBank Services": Online services offered through BILETBANK and any future services.
- "User Transaction": Any and all transactions made by E-AGENT on the system.
- "Customer": End consumers to whom E-AGENT markets the services subject to this agreement through BiletBank.
- "Product": Transactions that are or may be sold through BiletBank.

3. SUBJECT AND PURPOSE

3.1. This Protocol ("Protocol") regarding the transfer of Personal Data from the Data Processor to the Data Controller and from the Data Controller to the Data Processor is an annex to the Electronic Agency Membership Agreement ("Agreement") signed between the Parties and an integral part of the Agreement. The purpose of this Protocol is to define the terms and conditions of the contractual and legal obligations of the Parties towards each other and the Data Subjects regarding the Personal Data they share or process on behalf of each other during the implementation of the Agreement, within the scope of the Law on the Protection of Personal Data No. 6698 ("Law") and the secondary legislation enacted based on this Law.

3.2. In all personal data processing activities to be carried out within the scope of the Agreement, the party responsible for determining the purposes and means of processing personal data, establishing and managing the data recording system, and having direct control over personal data will be considered as the data controller, and the party processing personal data on behalf of the data controller based on the authority given will be considered as the Data Processor. Both parties may have personal data processing activities where they act as data controllers.

3.3. The Parties operate with awareness of their obligations under the Law in all personal data processing operations carried out within the scope of this Protocol due to the activities they perform under the Agreement. The Parties may transfer Personal Data to each other verbally or in writing, electronically, and in other forms.

4. OBLIGATIONS OF THE PARTIES

4.1. General Obligations Regarding Data Transfer

4.1.1. Personal Data regarding customers transferred to E-AGENT within the scope of the Agreement or for whom access is authorized can be processed within the limits of the authorization within the scope of the purpose of providing the service to be carried out, and any processing of Personal Data beyond the scope of this purpose will be subject to the prior written approval of PE-TUR. No approval is required for the processing of personal data by the agent for communication and marketing purposes within its own portfolio. However, E-AGENT must conduct its marketing and communication activities in compliance with the legislation.

4.1.2. E-Agent will store Personal Data within its own scope and any transfer of Personal Data to third parties both domestically and abroad, including the use of third-party services, is prohibited unless otherwise agreed in writing between the parties. E-Agent can grant limited access authorization to the

personnel it has authorized. In this case, the personnel to whom access authorization is granted will ensure compliance with the obligations specified in this Agreement.

4.1.3. If it becomes mandatory to transfer Personal Data to third parties specified by law or legislation, the Data Processor is obliged to inform the Data Controller of this as soon as possible. The Data Processor may be requested to provide an inventory of the personal data transferred within the scope of this article at certain intervals by the Data Controller. The Data Processor is obliged to fulfill this request without delay.

4.1.4. The Data Processor will deliver all kinds of media and environments where Personal Data is registered to the Data Controller against signature with the termination of the effective contracts/agreements regarding all commercial relationships between the parties and subsequently, after preserving the software and service records that must be kept limited to the scope of the Agreement, it will delete and destroy its records considered as personal data. Provided that the parties are joint data controllers on the same personal data, however, this will not apply.

4.1.5. PE-TUR reserves the right to determine, before, during, or after processing, the how, for what purposes, and by what means Personal Data will be processed or to change the instructions, and also reserves the right to determine the duration of processing and make changes with its instructions.

4.1.6. In case of a request for any information, document, or document regarding Personal Data processed within the scope of this Agreement by the Data Subject or the Personal Data Protection Board, the Parties are obliged to support each other.

4.1.7. The Parties declare and undertake that they have obtained the Personal Data from the Data Subject in a legal manner and have preserved the Personal Data transferred to the other Party in compliance with the law. In this context, the Parties will preserve the data they obtain from the other party in a legal manner and, for this reason, any damage incurred by one of the parties may be claimed from the party processing personal data unlawfully.

4.1.8. If E-AGENT is the data controller, it is obliged to inform its customers within the scope of Article 10 of the Law.

4.1.9. In cases where PE-TUR is also the data controller, E-AGENT, if it processes personal data on behalf of PE-TUR, must provide the information text prepared within the scope of the Law regarding the processing of personal data to the customer at the moment it obtains the data or at the latest together with the ticket or invoice, and keep the general (addressed to everyone) or special (addressed to the individual) proof instruments for three years and submit them to PE-TUR upon request.

4.1.10. In cases where PE-TUR is the data controller and explicit consent is required from the customer, E-AGENT is responsible for presenting PE-TUR's explicit consent text to the customers. If the customer gives explicit consent, E-AGENT is obligated to share the signed explicit consent form with PE-TUR in a minimum email format and keep the original record. In cases where explicit consent is obtained online, log records will be stored with a timestamp and shared with PE-TUR. Similarly, if consent is revoked, the withdrawn consent will be reported to PE-TUR by E-AGENT.

4.1.11. E-AGENT, when acting as the data controller and explicit consent is required for the transfer of data to PE-TUR, is obliged to obtain explicit consent from the relevant individuals.

4.1.12. E-AGENT accepts, declares, and undertakes that it will compensate PE-TUR for any damages incurred due to E-AGENT's failure to fulfill its obligations related to informing, obtaining explicit consent, or other obligations arising from the Law on the Protection of Personal Data (KVKK).

4.1.13. E-AGENT shall immediately notify PE-TUR in writing in the event of employees who communicate with PE-TUR leaving the company or changing positions within the firm. Any damage arising from the delay or non-notification of this notification will be indemnified by E-AGENT.

4.2. Obligations Regarding Data Security

4.2.1. The data controller of PE-TUR, in all personal data processed by E-AGENT acting as the data processor, is obligated to ensure the security of the Personal Data accessed by E-AGENT during the performance of the Protocol and/or Agreement, take all necessary precautions, act in accordance with the principles of confidentiality, prevent the unauthorized use of this information, and take all necessary measures to protect against any misuse. This obligation regarding data processing will continue indefinitely even after the termination of this Protocol and/or Agreement. In this regard, the Agent undertakes that the precautions taken will not be less than the precautions taken by a prudent merchant operating in the current legislation or similar fields for the security of personal data stored by itself. In cases where the sharing of "sensitive personal data" is involved within the scope of the Agreement, PE-TUR, in accordance with the qualifications, will be processed and transferred by E-AGENT in accordance with the additional security measures and authorizations determined by the Personal Data Protection Board.

4.2.2. E-AGENT is responsible for taking all administrative and technical measures to ensure that Personal Data held by it is not processed for purposes other than those that are sufficient for the performance of the Agreement and does not become accessible to third parties. In this context, E-AGENT commits to taking the maximum security measure that can be taken in terms of technology for the protection of Personal Data to which it has access under the Agreement. Any expense arising from the violation of this provision will be borne by E-AGENT. In the event of a violation of this clause, E-AGENT will immediately compensate PE-TUR for any damages incurred without any obligation to pay compensation.

4.2.3. In cases where the transfer of Personal Data to a third party is realized in accordance with this Protocol, E-AGENT will be responsible for ensuring the secure transfer of data. In this context, E-AGENT will sign a confidentiality agreement with its personnel. E-AGENT will be solely responsible for any damages that may arise from the actions of its current or former employees in any way that violates this Protocol.

4.2.4. E-AGENT, in compliance with the provisions within this Protocol, is obligated to inform its personnel and, if (if allowed) the sub-data processor's personnel in writing about Personal Data processing. E-AGENT agrees that the measures to be taken in this context will not be less than the measures taken by a prudent merchant who keeps personal data secure within its organization. If PE-TUR is notified by the related person, E-AGENT will immediately (in any case, the next business day) notify PE-TUR and take action in line with PE-TUR's requests and instructions.

4.2.5. E-AGENT must keep Personal Data confidential. E-AGENT's obligations regarding confidentiality in agency and/or confidentiality agreements with PE-TUR will also be valid for Personal Data.

4.2.6. E-AGENT is obligated to promptly fulfill requests for information/documents regarding relevant person applications transmitted by PE-TUR. Requests that cannot be fulfilled within one week for any reason will be fulfilled within the following week after being notified in writing of the reason.

4.2.8. In case the relevant person directly conveys their requests to E-AGENT for PE-TUR, E-AGENT will immediately (in any case, the next business day) notify PE-TUR in writing and take action in line with PE-TUR's requests and instructions.

4.3. Obligations Regarding The Deletion, Destruction, Or Anonymization Of Data

4.3.1. The data controller of PE-TUR, regarding all personal data processed by E-AGENT acting as the data processor; E-AGENT will immediately delete, destroy, or anonymize Personal Data in a way that cannot be recovered when the purpose of processing Personal Data disappears or at the request of PE-TUR. The method specified by PE-TUR will be applied for destruction.

4.3.2. The data controller of PE-TUR, regarding all personal data processed by E-AGENT acting as the data processor; The Agent is obliged to inform PE-TUR immediately if the individual requests the deletion or destruction of Personal Data processed by E-AGENT by transferring from PE-TUR. All requests and statements for deletion and destruction, including the transfer from the relevant person, are evaluated only by PE-TUR. Without receiving instructions from PE-TUR, E-AGENT will not perform any operations such as deletion, destruction, and anonymization on the data.

4.3.3. E-AGENT, in accordance with the Agreement, will transfer all Personal Data obtained from PE-TUR and processed to PE-TUR within two (2) business days from the date of termination of the Agreement and will permanently delete and return its original and backups from its systems in a way that cannot be recovered and submit a record of compliance with the obligations under this article to PE-TUR.

4.3.4. The personal data processed by E-AGENT in the context of its communication with its own customer portfolio will not be considered within the scope of the data that E-AGENT must destroy, even if the Products sold to the relevant individuals through PE-TUR. However, even if E-AGENT is the data controller, it declares and undertakes that it will process personal data in accordance with the Law on the Protection of Personal Data, secondary legislation, and the decisions of the Board and will destroy expired data.

4.4. Audit

4.4.1. E-AGENT acknowledges and declares that it is subject to the audit of PE-TUR and the Personal Data Protection Board regarding Personal Data processing in its capacity as a data processor under the Agreement. E-AGENT accepts, declares, and undertakes that, when necessary to confirm that the provisions of this Protocol are complied with by PE-TUR, physical and/or virtual audits can be carried out directly or through an audit firm appointed by PE-TUR. In case of such an audit, E-AGENT agrees to provide all necessary information and documents requested by PE-TUR and make the workplace or servers ready for the audit.

4.4.2. Upon request by PE-TUR, E-AGENT declares and undertakes that it will submit a report demonstrating compliance with the Law on the Protection of Personal Data (KVKK) and an audit report conducted by independent persons within its organization.

4.4.3. If E-AGENT fails to fulfill any of its obligations under this additional protocol and the breach is not remedied within a reasonable time to be given for the elimination of the breach, PE-TUR may terminate this Protocol and Agreement immediately. The non-use of this right cannot be interpreted as a waiver of this right.

4.4.4. E-AGENT is obliged to provide any information and documents that may be requested by PE-TUR in audits by legally authorized judicial and administrative authorities in a timely and accurate manner.

5. Responsibility and Indemnification

5.1. E-AGENT is obliged to indemnify PE-TUR for any administrative fines, compensation, and/or any financial and criminal consequences that may arise from non-compliance with the provisions of the Law on the Protection of Personal Data (KVKK) and other applicable legislation on the protection of personal data to the extent related to the services provided under the Agreement.

5.2. PE-TUR may recourse to E-AGENT for any direct and indirect damages arising from lawsuits or claims that may be filed against PE-TUR or any administrative fines it may be subject to due to E-AGENT's failure to take administrative and technical measures for the security of Personal Data.

6. OTHER PROVISIONS

6.1. This Protocol is an integral part of the Agreement signed between the Parties regarding the job. Except for the special provisions regarding Personal Data in this Protocol, the general provisions of the Agreement will also be valid for this Protocol.

6.2. This Protocol, effective from the date of signature, has been executed in two copies, each to be kept by each party.

Date: ____/____/____

Date: ____/____/____

E-ACENTE

PE-TUR

Legal Name: _____

Legal Name: Akdeniz Pe-tur Turizm
Seyahat Ace. Ve Tic. A.Ş.

Authorized Person: _____

Authorized Person: _____

SEAL & SIGNATURE

SEAL & SIGNATURE