

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

The Electronic Corporation Membership Contract hereby (which shall be referred to as “**Contract**” hereinafter) shall come into effect by the approval and signing by the parties and **BiletBank** membership will be launched. The contract hereby;

is signed between **Mediterranean PE-TUR Tourism Travel Agency and Trading Inc.** located at the address; **Çobançeşme Sanayi Cad. No:44 Nish İstanbul C Blok Kat:17 No:202 Yenibosna 34196 Bahçelievler İstanbul** (shall be referred to as “**PE-TUR**” hereinafter.) and located at the address (shall be referred to as “**E-CORPORATION**” hereinafter).

The parties have mutually agreed upon the following terms:

ITEM 1 – DEFINITIONS

Within the contract hereby, the terms below shall correspond to the following definitions, unless it is stated otherwise. According to this;

- 1.1. “**BiletBank**”; the name given to the sales channel that comprises of websites that can be accessed from www.biletbank.com, that is administered in order to be an agent for online flight ticket sales, hotel reservations, hotel accommodation sales, transfer reservations and sales and car rental by **PE-TUR**, as well as accessed from other websites that might be announced in the future.
- 1.2. “**System**”; **PE-TUR** BiletBank Membership System,
- 1.3. “**BiletBank Services**”; online services that are already and that may be offered in the future over **BİLETBANK**
- 1.4. “**Retailer Code**”; the alphanumeric code that will be determined and provided by **PE-TUR** to the **E-CORPORATION**, for single use and that the **E-CORPORATION** is obliged to transfer to **PE-TUR** in all sales transactions via the phone and any information updates and changes.
- 1.5. “**User Transaction**”; Any kind of transactions that is / will be done by **E-CORPORATION** on the system.
- 1.6. “**Administrator Username**”; the username that is required by the System in order for the user to realize the transaction and that is set by **PE-TUR** and provided to **E-CORPORATION**.
- 1.7. “**Administrator Password**”; the password that is required by the System in order for the user to realize the transaction and that is set by **E-CORPORATION**.
- 1.8. “**Temporary Password**”; the password that is set by **PE-TUR** and provided to **E-CORPORATION** for the first login.
- 1.9. “**Login**”; entry to the System of **E-CORPORATION**, by using the username and password.
- 1.10. “**Online Registration Form**”; The web page that Sub-Distributors/Agencies that are willing to use BiletBank Services can make an online application by.
- 1.11. “**Client**”; The end consumers that **E-CORPORATION** commercializes the services subjected to the contract hereby.
- 1.12. “**Product**”; The transactions that are sold or that can turn into a sale over BiletBank.
- 1.13. “**Mail Order**”, Credit Card Payment Order” that enables to make the payment by the credit card through a form that is filled in and with a wet signature.
- 1.14. “**Basket**” The screen where the transactions that are made can be viewed on their own or as a combination.
- 1.15. “**Available Balance**” The maximum limit that can be used during the sale by **E-CORPORATION**, can freeze there.
- 1.16. “**Amount to be Invoiced**”; the amount that needs to be invoiced upon the commission received.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

- 1.17. **“Administrator User (Admin)”**; The information that the corporation enters during the first registration belong to the authorized Admin. Admin is the user that has the full authorization given to the E-CORPORATION. The Admin can do the operations of opening a Sub-Corporation, adding a user, etc. Admin can organize the authorizations of all other users.
- 1.18. **“User”**; the user that can realize the operations within the boundaries of the authorization given by the Admin
- 1.19. **“SMS Notification”**; The information to be taken by the E-CORPORATION while the Client is registering and/or that notifies the number given a GSM operator to the E-CORPORATION about the changes in the reservation made by BİLETBANK.
- 1.20. **“E-Mail Notification”**; The information to be taken by the E-CORPORATION during the registration of the passenger and or through which E-CORPORATION notifies the passenger about the changes in the reservation made by BİLETBANK.
- 1.21. **“Checking Account”** the part that the income that is obtained pursuant to the income shares regarding the sales made by the E-CORPORATION, is gathered and viewed.
- 1.22. **“BİLETBANK WEB SALES MODULE”**, the web page that the **E-CORPORATION** can commercialize the BİLETBANK services to the end users, by using their own brands and by reaching the BİLETBANK system over their own websites.
- 1.23. **E-CORPORATION WEBSITE**; The websites that are accessed over the addresses to be determined any time by PE-TUR or over the addresses that BİLETBANK WEB SALE MODULE (BWSM) is used on.
- 1.23.1. (For example) www.biletbank.com
- 1.24. **Secure 3D**, The system developed by Visa for improving the security of virtual shopping transactions, International Security Platform (the application of the system that is prepared for Visa Credit cards is called "Verified by Visa" and for MasterCard credit cards is called "Secure Code". During the virtual payment transaction, the client is asked a payment password by the bank as pursuant to the system and thus, the identity of the card owner is verified. By this means, it is aimed to avoid the use of credit cards on internet platforms by unauthorized persons.)

ITEM 2 – SUBJECT OF THE CONTRACT

The subject of the contract hereby comprises of **PE-TUR** providing **BiletBank** to the use of **E-CORPORATION**, and designation of the rights and obligations of the parties that will arise from the use of **BiletBank** and marketing of the services and products of the cooperating firm and suppliers, through **E-CORPORATION**.

ITEM 3- PE-TUR BiletBank MEMBERSHIP SYSTEM TERMS

- 3.1. **E-CORPORATION** will be able to realize the User Transactions over the **System**, with a **Retailer Code, Admin Username and Temporary Password** to be provided by **PE-TUR**, upon the validity date of the **Contract**, with **PE-TUR** being the sole bearer of the right to designate the time period.
- 3.2. **E-CORPORATION** may set **“Usernames”** that have different and particular authorizations, with the condition of demanding them in a written format from **PE-TUR** and may make individuals that work within the body of the E-CORPORATION and/or that are to be authorized. In this case, the E-CORPORATION is obliged to notify PE-TUR, in a written format.

ITEM 4 - BİLETBANK WEB SALE MODULE (BWSM)

- 4.1. BWSM ‘Username’ and ‘user password’ shall be generated for **E-CORPORATIONS** that demand them, by **PE-TUR**. In case that they are forgotten or lost, they can be renewed after the authority to represent and bind, according to the signatory circular of the **E-CORPORATION**, on the date of application to **PE-TUR**, makes a written application. The password shall be renewed and sent to the e-mail address saved on the system by **E-CORPORATION**. **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** is not

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

responsible for any loss caused by the occasion that **E-CORPORATION** does not receive the password due to reasons such as the e-mail address being invalid, being changed, wrongly submitted or possessed by third parties.

- 4.2. **E-CORPORATION** is obliged to use BWSM that he will receive solely on the **E-CORPORATION WEBSITE**. For BWSM used besides the **E-CORPORATION WEBSITE**, **E-CORPORATION** accepts, declares and guarantees that no commission shall be paid by **PE-TUR**.
- 4.3. **E-CORPORATION** accepts, declares and guarantees that the **E-CORPORATION WEBSITE** shall not bear any content threatening, immoral, racist, infringing the rights of third real and/or legal persons, that is incompatible with the Laws of the Republic of Turkey and International Agreements; that the content shall be suitable appropriate to the general morality, proprieties and law, that **PE-TUR** is by no means responsible for the content and that all responsibility belongs to himself.
- 4.4. **E-CORPORATION** accepts, declares and guarantees that he shall use the BWSM in the way it is provided and that no changes shall be made on it irrespective of the reason. In case that it is required, the changes demanded by the **E-CORPORATION** shall be issued to **PE-TUR** in a written format and the necessary changes shall be realized by **PE-TUR**, in line with the demands.
- 4.5. **E-CORPORATION** accepts, declares and guarantees that no information and/or programs that might be harmful to the information or software on the computers of the users will be contained on the **E-CORPORATION WEBSITE**, that required precautions shall be taken, that solely himself will be responsible for all demands and complaints raising in this matter and that in case **PE-TUR** meets any losses due to these operations, all loss will be immediately compensated without a need for any declaration or notices.
- 4.6. **E-CORPORATION** accepts, declares and guarantees that the call center numbers of **PE-TUR** shall not be viewed on any page that can be accessed online through the **E-CORPORATION WEBSITE** and that the end users shall by no means be directed to **PE-TUR** and/or **PE-TUR** call centers; and that otherwise, this contract hereby shall be arbitrarily terminated by **PE-TUR**.

ITEM 5 – RIGHTS AND OBLIGATIONS OF THE E-CORPORATION

- 5.1 **E- CORPORATION** accepts, declares and guarantees that the information in the registration form is correct and valid and that all responsibility of any loss caused by the mistakes and deficiencies in the information when the information is required (such as forgetting the password), belongs to the **E- CORPORATION**. **E-CORPORATION** also accepts, declares and guarantees that in case of occasions stated above, the contract can be immediately terminated by also the canceling the membership of the **E- CORPORATION**, and in case of such a termination, there shall be no demand for any compensation irrespective of the name, from **PE-TUR**, and in case that **PE-TUR** meets a loss due to these operations, all loss will be immediately compensated without a need for any declaration or notices.

E-CORPORATION authority (the signatory authority on behalf of **PE-TUR**) is responsible for preserving the system password provided in the first registration phase. In case that any loss occurs due to the use of the password by unauthorized persons, all responsibility fully belongs to the person that is the signatory authority on behalf of the **E- CORPORATION**.

- 5.2 **E-CORPORATION** accepts, declares and guarantees that he is aware of the necessity to change the temporary password in the first use, that he is solely responsible for changing the temporary password, picking a new password, preservation and/or security of all usernames and passwords set by him, that all transactions made by using this username (*separate usernames for ROOT-Admin-User*) and passwords, are made on the behalf of the **E- CORPORATION**, and that persons using this code and passwords are authorized by the **E- CORPORATION**, that **PE-TUR** is by no means responsible for the problems that can be caused by password use the operations stated above, that all responsibility belongs to the **E-CORPORATION** and all loss **PE-TUR** meets will be immediately compensated without a need for any declaration or notices.
- 5.3 In case that the **E- CORPORATION** demands an update or change of any information transferred to **PE-TUR** through this contract hereby, the change demanded shall be made in a written and approved format, by stating the Retailer Code. The change demanded becomes effective after it is approved by **PE-TUR**. **PE-TUR** can by no means be responsible for problems arising from the operations that are not written and

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

approved. All responsibility concerning these operations belongs to the **E-CORPORATION**. **E-CORPORATION** accepts, declares and guarantees that no compensation, indemnity or subsidy shall be demanded irrespective of the name, from **PE-TUR**.

- 5.4 **E-CORPORATION** accepts, declares and guarantees that all financial and moral rights and source codes of the services and software of BiletBank system, belong exclusively to **PE-TUR**, in compliance with the Law of Intellectual and Artistic Works; that these software shall by no means be duplicated, disseminated, processed, offered to public, transmitted to public by tools for digital transmission, sign, sound and/or visual transmission, and that these cannot be used against the terms of the Law of Intellectual and Artistic Works, and/or used by 3rd parties and employees.
- 5.5 **E-CORPORATION** accepts, declares and guarantees that all responsibility regarding the personal opinions, thoughts and statements put forth while using BiletBank services, and all transactions made on BiletBank system and personal information of all persons with whom a transaction is realized, all attached files belongs to him and that **PE-TUR** shall be no means be kept responsible for these files and information.
- 5.6 **E-CORPORATION** accepts, declares and guarantees that he is responsible for all information, messages and files that will be lost and/or received insufficiently, transferred to a wrong address, during the use of the services and that **PE-TUR** may by no means be kept responsible.

E-CORPORATION also accepts, declares and guarantees that all changes regarding reservations shall be sent via e-mail and/or SMS to the address and/or number stated in the system. The responsibility of the validity and correctness of the information entered in the system, such as e-mail address, phone number, etc., during the use of BiletBank services, belong to the **E-CORPORATION** that makes the reservation or ticketing.

- 5.7 **E-CORPORATION** accepts, declares and guarantees not to reach the services provided on BiletBank system, outside the way designated by **PE-TUR** and without authorization, not to change any software, not to use the changes software, and to compensate all loss **PE-TUR** can meet otherwise.
- 5.8 **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** will not be responsible for any loss that may arise from the member data being read by unauthorized persons, used in any way for any reason without permission and to the detriment, and that all loss that **PE-TUR** may meet accordingly shall be compensated.
- 5.9 **E-CORPORATION** accepts, declares and guarantees that no messages with content threatening, immoral, racist, infringing the rights of third real and/or legal persons, that is incompatible with the Laws of the Republic of Turkey and International Agreements; shall be sent through the system, neither by himself, nor by any other persons authorized by him, and that no content against the terms stated above shall be entered and/or made entered to the BiletBank system; that otherwise, all loss that **PE-TUR** may meet accordingly shall immediately be compensated without a need for a prior notice. Furthermore, **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** may exclusively terminate the contract.
- 5.10 **E-CORPORATION** accepts, declares and guarantees that he knows that all kinds of content covering the subject titles, correspondences and nicknames that will be added on the system shall be compliant with general morality, law and proprieties, and that he shall take precautions and make the employees and 3rd parties act accordingly, and that otherwise, all loss that **PE-TUR** may meet accordingly shall immediately be compensated without a need for a prior notice. Furthermore, **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** may exclusively and immediately terminate the contract.
- 5.11 **E-CORPORATION** accepts, declares and guarantees that neither he, nor his employees or authorized 3rd persons may harass or threaten other users on the system, that they cannot act in a way that would influence the use of the system by others, that no materials or information that are illegal, defaming, overriding, immoral, or inappropriate shall be published, printed, or disseminated; if so, he shall be fully responsible of these acts, that **PE-TUR** shall not be kept responsible and that all loss that **PE-TUR** will meet shall be compensated exclusively and immediately without a need for a prior notice. Furthermore, **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** in this case, may exclusively and immediately terminate the contract.
- 5.12 **E-CORPORATION** accepts, declares and guarantees that he will not engage in any activities of promotion, surveys, contests or chain letter regarding the services subjected to this contract, by using the name of **PE-TUR** and/or BiletBank, without notifying **PE-TUR** in a written format.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

- 5.13 E-CORPORATION** accepts, declares and guarantees that he shall not send information or programs that might damage the data on the computers of other users or the software, through the system, not send information that is restricted according to the general customs and the laws in effect and not circulate them in the system, not disseminate mails such as chain mail, software virus, etc., not keeping a record of personal data belonging to others, not misusing them and that he shall otherwise be responsible for all loss caused by these acts.
- 5.14 E-CORPORATION** accepts, declares and guarantees that information or records received by using the services and system of BiletBank all depend on the consent of the user, that any malfunction, data loss and other losses caused on the computer of the user shall be in the responsibility of the **E-CORPORATION**, and that he shall not demand any compensation for the potential losses due to the use of the service and the system, from **PE-TUR**.
- 5.15 E-CORPORATION** accepts, declares and guarantees that **PE-TUR** may monitor and audit the whole system any time pleased or all the time, with the condition that commercial activities will not be stopped / disrupted and in case that he acts against the terms of the contract hereby, that **PE-TUR** bears the right to intervene accordingly without a need for a prior notice, exclude the user from the service by terminating the contract and terminate the membership.
- 5.16 E-CORPORATION** accepts, declares and guarantees that **PE-TUR** may use the system and BiletBank services without any restrictions, as pleased and/or commercially in any way and that as the **E-CORPORATION**, he has no objections in this respect. .
- 5.17 E-CORPORATION** accepts, declares and guarantees that he is personally responsible for any transactions made using the names of the 'Administrative User' (ADMIN) and 'configured user' (Admin or USER) and that **PE-TUR** may by no means be held responsible due to these transactions.
- 5.18 E-CORPORATION** accepts, declares and guarantees that he is obliged to make the purchase transactions on the system, within the credit limits set forth by **PE-TUR** and/or if he does not have a credit limit, via a valid credit card, and that in case that the validity of the credit card is not approved, he cannot make any purchases over the system.
- 5.19 E-CORPORATION** accepts, declares and guarantees that he shall make a payment screen by entering the first and last four digits of the personal credit card or PE-TUR credit card, stated at Annex.3, for purchasing transactions, and that when he pleases to add cash to the "balance available", he may make a cash charge by entering the numbers in between to the BiletBank Payment page and that in case there is no bank approval, he shall not make a purchase from the system.
- 5.20 E-CORPORATION** accepts, declares and guarantees that he may send the part of the information regarding the address and card information of credit card user stated in Annex.3, to BiletBank, by filling in the written form in Annex 4, and that this document that he will send and the form filled in shall be correct, and that the signature belongs to him.
- 5.21 E-CORPORATION** accepts, declares and guarantees that he is obliged to enter a valid ID number and/or Passport number and real birth date, when required and/or demanded during the use of the services and system of BiletBank (in any kind of discounted services, such as Baby, Child, Student, Youth, Elderly discounts, etc.), to make photocopies of the ID documents for the validity of the ID information and to preserve them for a period of 5 (Five) months. He also accepts, declares and guarantees that he is obliged to sign / make signed the documents such as a Virtual POS receipt and/or mail orders, and in case that they are not signed, he bears the obligation in cases of refund demands (such as Charge Back), regarding the products, and that he will pay the amounts PE-TUR had to pay due to those reasons, back to PE-TUR, in their first demand without a need for a notice or a court order.
- 5.22 E-CORPORATION** accepts, declares and guarantees that through BiletBank services and system, he shall not submit the documents such as ID card, passport, driving license, student certificate that are detected as unreal, fake or falsified, after a feasible examination, that cause them to get a discount in services, otherwise indictment and/or penal action may be raised and in conclusion, **E-CORPORATION** shall be obligated to compensate directly or indirectly for all losses that **PE-TUR** meets.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

- 5.23 E-CORPORATION** accepts, declares and guarantees that no transactions shall be made by a credit card, through communicating with the credit card owner from a distance, through telephone, fax, SMS, e-mail and immediate mailing, by the **E-CORPORATION** or by means of him, over the BiletBank system; that in transactions made over BiletBank system in its own physical sale spot, the ID information of the card owner shall be checked, that it is made sure that the demand of transaction comes from the owner of the card, and that not any kind of sales can be made from any other credit card. In case that the credit card owner will not directly use the service obtained personally, a 'Mail Order Form' from the card owner, approving the sale transaction, is taken and this document shall be kept for 5 (five) months upon the date of transaction. For situations stated in this item or due to a misuse of the credit card, in case that the actual credit card user denies this transaction or asks for a return of the amount from the bank for any reason, and if the bank makes the payment for any reason, **E-CORPORATION** accepts, declares and guarantees that he will make this payment immediately to **PETUR** and/or that **PETUR** can cut the amount from the checking account or progress payment of the **E-CORPORATION** and all loss **PETUR** may meet due to the return shall immediately be compensated by the **E-CORPORATION**.
- 5.24 E-CORPORATION** is responsible for the full and thorough obtaining of the ID information of the persons that bought tickets, passengers that will travel with them; and for the provision of the correctness of this information. **E-CORPORATION** accepts, declares and guarantees that any loss arising from not obtaining the correct ID information of the passengers shall immediately be compensated to **PE-TUR**, without a need for a prior notice.
- 5.25 E-CORPORATION** accepts, declares and guarantees that he is fully responsible for the correctness of all information used in transactions over the system, in all payment methods, in the mail order forms received, tickets and reservations that will be made by using the system. **E-CORPORATION** also accepts, declares and guarantees that he will provide correct client contact information, section and price regarding the reservation, that he is obliged to notify the Client on time and correctly, through the mobile phone number and e-mail address belonging to the passenger, by taking the information of the changes in time and travel, travel cancellations and important updates provided band/or the airline company seriously. He also accepts, declares and guarantees that he shall take any precautions for a correct notification; that he is responsible for the mobile phone number and e-mail address being up-to-date, for the passenger to be able to receive the mentioned information that he is responsible for the correct provision of the visa details demanded officially by the Airline company regarding the country to be visited, that that he shall notify the Client about all visa, transit, cancellation or changes, on time; that these terms shall be obeyed by paying attention to the one way ticket formula, and persons that are except the citizens of the country to be visited or persons bearing the right of residing in that country. It is also declared, accepted and guaranteed that persons apart from the citizens of the country or persons with a residence permit there, shall not be given a ticket, otherwise he is fully responsible for all that can happen here, and thus all lost PE-TUR will face with, shall be compensated immediately.
- 5.26 E-CORPORATION** shall use Secure 3D in domestic and international transactions on the BiletBank system, the end user transactions on BWSM and transactions to be made from the call center.
- 5.27** In case that there are single or multiple violations such as credit card saving, duplicating, unauthorized use or mediating in these acts, **E-CORPORATION** accepts, declares and guarantees that he shall compensate all penal amounts, all fake transactions made with the stolen card information and the expenses of card termination and renewal of the banks, according to the national and international card institutions' terms.
- 5.28** In case that the actual suppliers of the sold flight tickets or other services go bankrupt, go into administration, or face loan default and the clients cannot be provided with services due to these, **E-CORPORATION** accepts, declares and guarantees that PE-TUR has no responsibilities, that the sole addressee for all demands of the clients is himself, and due to this, he shall have no demands from **PE-TUR**.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

ITEM 6 – RIGHTS AND OBLIGATIONS OF PE – TUR

6. **PE-TUR** is responsible for providing the continuity of the system and BiletBank, and setting a technical infrastructure and making the maintenance of it in order to ensure the longest possible use. **PE-TUR** may suspend the BiletBank system temporarily any time, for the provision of continuity or for its health or deactivate it fully. **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** has no responsibility towards the **E-CORPORATION**, BiletBank members or third persons due to the temporary suspension or deactivation of the system.
- 6.1 **PE-TUR** does not guarantee that BiletBank services will be safely and faultlessly provided on time, that the results of the service use will be correct and trustworthy and that the service quality will fulfill the expectations.
- 6.2 In case that occasions that **PE-TUR** will be kept responsible within the scope of items 6.1. and/or 6.2. occur, **E-CORPORATION** may not demand any compensation from **PE-TUR** with the claim that he met profit loss, collateral damage, or any other loss. The damages that can be compensated by **PE-TUR** shall be tangible and calculable, such as *“damages caused by the computer crash, due to any situation that might require the responsibility of PE-TUR”*, according to items 6.1 and 6.2.
- 6.3 **PE-TUR** shall not be kept responsible from the errors in the information, since much information in the BiletBank system are provided by sources outside **PE-TUR**; however, **PE-TUR** accepts, declares and guarantees that maximum effort will be shown in order for the users to get a healthy information.
- 6.4 **PE-TUR** owns the property rights and intellectual rights arising from holding the property, of self-produced and/or bought data, documents, software, design, graphic etc.
- 6.5 After the **PE-TUR** representative with the signatory authorization signs and seals the BiletBank **E-CORPORATION** Membership Contract and sends it to **PE-TUR**, the ‘Administration Username’ and ‘Password’ are sent to the Agency via e-mail. **PE-TUR** may avoid the use and holding of a password ex officio, of the **E-CORPORATION** that has signed the contract before or that has signed and started to use the password, without a prior notice and without giving justification.
- 6.6 **PE-TUR** may make exclusive changes in the application of the contract hereby for legislative, legal and technical harmonization, and also change the current items of the contract exclusively, make additional protocols or add new items of the contract hereby exclusively. In this case, **E-CORPORATION** needs to declare that the changes are accepted, by reading the contract changes on the main page and password entry page of BiletBank system, and clicking ‘Approve’ button on electronic platform. In case that this approval is not given, the membership of **E-CORPORATION** may be canceled by **PE-TUR** or may be suspended until the approval is given. In this case, **E-CORPORATION** accepts, declares and guarantees that he shall not demand any compensation due to the cancellation or suspension of his membership.
- 6.7 **PE-TUR** bears the authorization to back up or delete some or all of the files and messages that **BiletBank** members will keep in the platform, while benefiting from the service, in periods considered proper. **PE-TUR** shall not be kept responsible for back up or deleting operations. .
- 6.8 The sales that **PE-TUR** makes on **BiletBank** are limited in stock. **PE-TUR** may not deliver the products that are not available in stock, cancel the order and return the order amount to the account of the client. **PE-TUR** does not guarantee that products will be in stock by displaying the products on BiletBank.
- 6.9 **E-CORPORATION** accepts, declares and guarantees that **PE-TUR** is fully authorized to use and make used all contact information, cancellation/change information for promotion, advertisement etc. purposes and that he gives consent to these kinds of uses.
- 6.10 The right to change the product features and prices of the products on sale on **BiletBank** exclusively belongs **PE-TUR**. In case that there is an error in the information regarding the prices and features of the products, **PE-TUR** can make a delivery by fixing the error and the amount of the order can be returned to the account of the client.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

- 6.11 **PE-TUR** may direct and/or make the **E-CORPORATION** pass on to other websites rather than **BiletBank**. In this case, **E- CORPORATION** accepts that **PE-TUR** shall not be responsible for the content of those transitory sites.
- 6.12 **PE-TUR** may in time turn the services of **BiletBank** that do not require membership, into ones that require membership. It can offer additional services on **BiletBank** system change some services partially and fully or make a fee for them. In these matters, the authorization to take a decision exclusively belongs to **PE-TUR** and **PE-TUR** is fully authorized.

ITEM 7 – FINANCIAL TERMS

As per the terms of the contract:

- 7.1 **PE-TUR** accepts to make a payment per transaction with VAT included, as a commission or BWSM commission amount, to **E-CORPORATION**, in progress payment amount stated under “Commission Definitions”, under the title “Finance” in the “Main Menu”, as **E-CORPORATION** logs in to **BiletBank**, using their own password,
- 7.2 In International flight ticket sales, the service costs offered by **PE-TUR** and airlines companies are considered as default costs. **E-CORPORATION** can choose the service cost that he will receive from the client over the system, within the priorly set limits. As a result of these choices by the **E- CORPORATION**, the service cost that is obtained from the client is paid to him a progress payment. While ticketing domestic flights, if **E-CORPORATION** prefers to set “0” (zero) as the service cost, there shall be no progress payment regarding the transaction. Any amount that is selected apart from that shall be paid to **E-CORPORATION** as a progress payment. All client complaints concerning the service costs set by the **E-CORPORATION** and penal terms and payment obligations arising from them, shall be recourse to **E-CORPORATION** by **PE-TUR**. **E- CORPORATION** in this case, accepts, declares and guarantees to make the payment of the recourse amount fully and on time to **PE-TUR**.
- 7.3 The progress payments are paid to the account of the **E-CORPORATION**, numbered.....(IBAN NO.....)at.....Bank,.....
Branch, within 1(one) day after the receipts that will separately be invoiced in two periods, for 1-15. Days and 16-31. Days of the month that the transaction has been made by the **E-CORPORATION**, are submitted to **PE-TUR**. The amount of the invoice for each period stated shall be declared to the **E-CORPORATION**, within **5(five)** work days after the period is over.

All transactions that arisen from changes in the law, realized beyond the scope of this contract are beyond the responsibility of **PE-TUR** and they are exactly expressed in the contract.

ITEM 8 – JOINT AND SEVERAL DEBTORS

The Joint and Several Debtors, accept and guarantee that they shall pay the whole debt of **E-CORPORATION** to **PE-TUR**, including all the money that the **E-CORPORATION** owes or will owe to **PE-TUR**, at any time and due to any reason, including all legal terms, interest of default, and other accessory obligations, that will be applied due to business and transactions subjected to this contract, or the Electronic Agency Membership Contract; as the joint and several debtor together with the **E-CORPORATION**, in cash, upon the first written notice of **PE-TUR**; that the Electronic Agency Membership Contract between the **E-CORPORATION** and **PE-TUR** is also exactly valid for the Joint and Several Debtors; that they guarantee all matters residing in these items, and that they shall not raise any objections on this matter. The Joint and Several Debtors are responsible for the debts of **E-CORPORATION** together and separately. The debt in question is not in the form of a bail, instead it is in the form of a principal debt, just as the **E-CORPORATION**'s own. Thus, the **E-CORPORATION** and the Joint and Several Debtors together accept, declare and guarantee, without objections and in advance, that it is possible to start a legal transaction, against the debtors and **E-CORPORATION** together, as well as separately, upon the entirety of the debt, without any restrictions in the collection of the agency debt of the **E-CORPORATION**.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

1. **JOINT AND SEVERAL DEBTOR: Name, Address, Signature and Seal**

2. **JOINT AND SEVERAL DEBTOR: Name, Address, Signature and Seal**

ITEM 9 – REFUND

In accordance with this contract, the Notice regarding Application Procedures and Principles, concerning the Law of Consumer Rights, no. 4077, Legislation regarding Distant Sales, Turkish Commercial Law and Code of Obligation, or any other relating legislation, the cancellation and refund terms stated by the supplier upon the refund or cancellation request of **E-CORPORATION** and/or the Client, are valid; and considering the features of online sale, **E-CORPORATION** shall by no means accept any cancellation demand of **PE-TUR**.

ITEM 10 - DURATION AND TERMINATION OF THE CONTRACT

10.1 The contract herein comes in effect indefinitely between the parties, after the mutual signing of the contract.

10.2 In case that the **E-CORPORATION** does not realize in time, in entirety or in the appropriate way, any term of the contract, with the condition that the terms of the contract are not injured, PE-TUR may exclusively and immediately terminate this contract. **E-CORPORATION** accepts, declares and guarantees that he shall immediately compensate all loss that PE-TUR meets, due to the inappropriate act of the **E-CORPORATION**, without a need for a prior notice.

10.3 The contract shall be deemed to terminated without a need for a notice and without restricting the termination right of PE-TUR stated above in case below mentioned situations occur:

10.3.1. Financial Reasons: In case that there is a demand of bankruptcy or composition petition for the **E-CORPORATION** or if the **E-CORPORATION** falls in default or a trustee is assigned for **E-CORPORATION**.

10.3.2. Reasons Depending on Legal Entity: Termination of the legal entity of the **E-CORPORATION**, sale, transfer or impounding of all or part of the properties, purchase of all or part of the shares of the **E-CORPORATION** by competitors of PE-TUR and legal or any other restriction of **E-CORPORATION** that may cause not being able to fulfill the rights and obligations arising from this Contract.

10.3.3. Reasons Depending on the Content of the Service: In case of an act of the **E-CORPORATION** or his personnel, that may cause a failure in the execution of the contract and PE-TUR may meet a loss or have already met a loss as a result of this failing act.

10.3.4. Reasons Depending on the Service Region: **E-CORPORATION** cannot serve beyond the region assigned by PE-TUR, without the written permit or demand of PE-TUR, otherwise, PE-TUR bears the right to terminate the contract without waiting for the date of termination, by reserving the right of demanding material and moral damages.

10.4 **E-CORPORATION** accepts, declares and guarantees that it is responsible for the transactions realized within the duration of the contract and that the terms of the Contract shall be exactly applied.

10.5 Parties may terminate the contract any time, by declaring the reason in a written format. The notification of termination shall be valid only if it is made through certified mail. The termination shall be concluded by the end

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

of the 30. day, following the date of the receipt of certified mail. Within this period, the parties shall continue to execute the performances that they are committed to due to the Contract.

10.6 Results of Termination: In case that this Contract hereby is terminated following shall be applied:

- 10.6.1. Obligation of Performance until the End:** In case that one of the parties denounces a termination in accordance with the terms regarding the termination of the contract by any party, both parties shall continue to perform their performances and obligations with good will until the termination date of the Contract.
- 10.6.2. Obligation to Cooperate with the Successor:** In case that the contract is terminated for any reason, **E-CORPORATION** accepts and guarantees to cooperate with the persons or companies that PE-TUR assigns in order for the sales and services in this region not to be hindered; and accepts to fulfill all demands of these persons and companies regarding the contract. If the transfer of business upon the successor have not been realized or the successor of the **E-CORPORATION** has not been determined yet, when the contract terminated; **E-CORPORATION** shall be the successor with the demand of PE-TUR, shall continue to perform the obligations of the contract until the date of transfer, and this situation shall not mean that the contract has been implicitly renewed.
- 10.6.3.** The obligations of parties arisen before the termination of this contract shall not end with the termination of the contract.
- 10.6.4. Compensation:** In case that the Contract ends without a renewal or is terminated by PE-TUR, **E-CORPORATION** shall not demand any kind of compensation like portfolio, or goodwill payment, etc.
- 10.6.5. Ending the Promotion Activities:** **E-CORPORATION** shall immediately abandon introducing itself as relevant to PE-TUR, BİLETBANK and services subject to the contract and submit all materials such as documents, advertisement and promotion materials, signs, and any kind of materials and devices belonging to PE-TUR, back to PE-TUR, or to persons and organizations determined by PE-TUR, or exterminate them upon PE-TUR's request.
- 10.6.6. Paying the Debts:** **E-CORPORATION** shall pay all amounts in cash that are owed PE-TUR, latest by the date of termination of the contract.

ITEM 11 - VALIDITY OF THE REGISTERS

E-CORPORATION accepts, declares and guarantees, in disputes arising from this contract, that only book registers, microfilm, microfiche, e-mails, phone audio records called with a prior notice, and all other computer records of PE-TUR shall constitute recognized, binding, direct and exclusive evidence in the scope of the Code of Civil Procedure and that this item serves as an evidence contract and that **E-CORPORATION** in advance withdraws from the right to object to the mentioned records, and the right to tender an oath on the matter that these are kept due process of law.

ITEM 12 - ENFORCEMENT AND LAW TO BE APPLIED

In disputes that might arise from this contract, primarily the terms of the contract, and in situations for which there are no provisions, Legislation of the Republic of Turkey shall be applied.

ITEM 13 - NOTIFICATION

The notices made to the valid address shall be accepted as admissible, unless the parties notify the other party through the notary about address changes.

ITEM 14 - GOVERNING JURISDICTION

In the resolution of all disputes that might arise from the application of this contract, Istanbul Central (Çağlayan) Courts and Directorate of Execution shall be authorized.

The contract hereby consists of 14 (fourteen) major items and two copies, and it is signed jointly and with free will by having been read together with the written annexes in the following and comprehended mutually by the parties; on the date,/...../.....

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

Date : ____/____/ 201__
 PE-TUR : _____
 Authority : _____

Date : ____/____/ 201__
 PE-TUR : _____
 Authority : _____

SEAL & SIGNATURE

SEAL & SIGNAT

Annexes and Required Documents :

Annex-1 ***E-CORPORATION** Recognizance of Payment by entering the credit card number
 (CARD- FREE SYSTEM).*

Annex-2 ***E-CORPORATION** Recognizance of Payment by entering the credit card number
 (Personnel and/or Signatory Authority)
 (CARD- FREE SYSTEM)*

Annex-3 ***E-CORPORATION** Recognizance of Payment by using Credit Cards belonging to the
 Owner, Signatory Authority, Director and Partners of PE-TUR, without the 3D Payment
 button, without sending a Mail Order Form, Adding Cash to the current account.*

Annex-3.1 *Photocopy of the account statement/s belonging to the credit cards given within the scope
 of Annex-3*

Required Documents :

1. List of Authorized Signatures
2. New Dated Certificate of Activity
3. Trade Registry Gazette
4. Tax Certificate

***** Only agencies that renew their membership operations require a new dated Certificate of Activity.**

5. Annex 4
 - The first and last four digits of the Credit Cards
 - Name and surname of the Card Owner.
 - The Bank name that the credit cards belong to,
 - The expiry date of the credit card.

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT**ANNEX 1****E-CORPORATION RECOGNIZANCE OF PAYING BY ENTERING THE CREDIT CARD NUMBER
(WITH CARD-FREE SYSTEM)**

I accept, declare and guarantee that the credit cards I used in the transactions I have made due to the orders I gave over BiletBank and/or phone call, are not in the list of fake, lost, stolen cards or cards in demand; that they are used within the knowledge of the card owner, that I am responsible for all losses to be faced in the presence of **PE-TUR**, in the case of a cancellation of a payment and/or return, that the amount of the loss shall be registered on my current account; and in case that these are tracked by PE-TUR, that I shall pay PE-TUR in cash and immediately with all accessory obligations, that I have approval of the collection of the amounts from by current account in the presence of **PE-TUR**, without a need for any notification, warning and/or term establishment, as specified on the 32. Item of the legislation numbered, 26664, that I have consent for the demand of the compensation for agency establishment given to the Ministry of Culture and Tourism, according to the Law no. 1618, 10. Item, article E; by the relative debt enforcement office and/or the collection of commercial papers given in advance such as warrants, warranty letters etc. by liquidation immediately, and/or collection of them through credit card in Annex.1, within the scope of the payment warrant, and in addition that I bear the legal and penal responsibility for the use of this card.

Date**Signature / Seal**

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

ANNEX 2

**E-CORPORATION RECOGNIZANCE OF PAYMENT THROUGH ENTERING THE CREDIT CARD NUMBER
(PAYMENT THROUGH CARD-FREE SYSTEM)**

I accept, declare and guarantee that the credit cards I used in the transactions I have made due to the orders I gave over BiletBank and/or phone call, with the consent of the E-CORPORATION that signed the related contract below, and that I have written on Annex.1 document, demanded within the scope of the Electronic Agency Membership Contract; are not in the list of fake, lost, stolen cards or cards in demand; that they are used within my knowledge, and in case that there is a cancellation of payment for any reason, and/or there is a demand for refund, that I am responsible for all loss in terms of **PE-TUR**, that this loss will be registered to the E-CORPORATION current account as debt and when it is demanded by **PE-TUR**, it shall be immediately and in cash, paid to **PE-TUR** with all accessory debts unquestioningly, and/or to be collected from the available amount in the current account of the E-CORPORATION, without a need for any warnings, notices or term establishment, and in case that it cannot be collected, that the executive proceeding according to the terms of Item 9, shall be launched, and with regard to the proceeding, that I have consent for the demand to compensate it from the agency establishment warrant, given to the Ministry of Culture and Tourism, according to the Law no. 1618, Item 10, Article E; as stated in 05/10/2007 Official Gazette numbered, 26664, relative legislation, Item 32; by the related debt enforcement office, and/or the collection of commercial papers given in advance such as warrants, warranty letters etc. by liquidation immediately, and/or collection of them through credit card in Annex.1, within the scope of the payment warrant, and in addition that I bear the legal and penal responsibility for the use of this card.

Owner of the Card :
Card No :
Card Type :
Date of Expiry :

We accept, declare and guarantee that the credit card stated above can be used for E-CORPORATION transactions required and stated in the additional contract with Mediterranean Petur, and that in all legal conflicts arising by the approval of the authority signature below, given by the E-CORPORATION; I or the E-CORPORATION (Commercial Title) bear/s all responsibility.

| | |
|----------------------------|-----------------------------|
| Owner of the Card : | PE-TUR Title : |
| Name, Surname : | Name, Surname : |
| Signature : | Signature and Seal : |

*****This recognizance hereby becomes official by sending the original signed and sealed document, filled in with the hand writing of the card holder and/or PE-TUR signatory authority.**

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

ANNEX 3

E-CORPORATION Recognizance of Payment by using Credit Cards belonging to the Owner, Signatory Authority, Director and Partners of PE-TUR, without the 3D Payment button, without sending a Mail Order Form, Adding Cash to the current account

I hereby accept, declare and guarantee that we are a member of BiletBank system as holding the commercial title, and as Travel Agency registered on BiletBank system, the credit cards used in all transactions made over BiletBank, that the extract view of which are sent as an example and stated in Annex 5; belonging to me and the company alone as the agency and the first and last four digits are written; are not in the list of fake, lost, stolen cards or cards in demand; that they are used within the knowledge of the card owner, and in case that there is a cancellation of payment for any reason, and/or there is a demand for refund, that I am responsible and that this loss will be registered to my current account as debt and when it is demanded, I have consent that it shall be immediately and in cash, paid with all accessory debts unquestioningly, and/or to be collected from the available amount in my current account without a need for any warnings, notices or term establishment, and in addition that I bear the legal and penal responsibility for the use of this card.

| | | | | | | |
|------------------------------|--|-----------------------------|--|------------------|------|--------|
| Card 1 First 4 Digits | | Card 1 Last 4 Digits | | Card Type | VISA | MASTER |
| Card 1 Bank Name | | | | Date of Ex. | | |
| Card Owner | | | | | | |

| | | | | | | |
|------------------------------|--|-----------------------------|--|------------------|------|--------|
| Card 2 First 4 Digits | | Card 2 Last 4 Digits | | Card Type | VISA | MASTER |
| Card 2 Bank Name | | | | Date of Ex. | | |
| Card Owner | | | | | | |

| | | | | | | |
|------------------------------|--|-----------------------------|--|------------------|------|--------|
| Card 3 First 4 Digits | | Card 3 Last 4 Digits | | Card Type | VISA | MASTER |
| Card 3 Bank Name | | | | Date of Ex. | | |
| Card Owner | | | | | | |

| | | | | | | |
|------------------------------|--|-----------------------------|--|------------------|------|--------|
| Card 4 First 4 Digits | | Card 4 Last 4 Digits | | Card Type | VISA | MASTER |
| Card 4 Bank Name | | | | Date of Ex. | | |
| Card Owner | | | | | | |

| | | | |
|---------------------|---------------------|---------------------|---------------------|
| Date | Date | Date | Date |
| Card Owner 1 | Card Owner 2 | Card Owner 3 | Card Owner 4 |

Signature Seal

ELECTRONIC CORPORATION MEMBERSHIP CONTRACT

ANNEX 3.1

Account Statement View of the E-CORPORATION Credit Card/s

| Wings | | Wings MasterCard Hesap Özeti | |
|--------------------------------|-------------------|-----------------------------------|--|
| Dekont No: 182 / 300801 | | Sayfa: 1 / 1 | |
| Kart Numarası | : **** * 4628 | BİLGEHAN SESİŞİK | |
| Son Ödeme Tarihi | : 07 Eylül 2011 | AKDENİZ PE TOUR SEYAHAT TURİZM AŞ | |
| Dönem Borcu | : 242.15 TL | YENİBOSNA | |
| En Az Ödeme Tutarı | : 53.28 TL | ÇOBAN ÇEŞME SANAYİ CAD. | |
| Hesap Kesim Tarihi | : 28 Ağustos 2011 | NİŞH İSTANBUL APT. | |
| Bir Sonraki Hesap Kesim Tarihi | : 27 Eylül 2011 | BLK:C KAT:17 D:202 PARSEL NO : 44 | |
| Bir Sonraki Son Ödeme Tarihi | : 07 Ekim 2011 | 34330 BAĞÇELİEVLER İSTANBUL | |
| | | Son Ödeme Tarihi: 07 Eylül 2011 | |

The Account Statement view given above should be belonging to the "Last" period extract of the declared credit cards to be used in BiletBank system by the E-CORPORATION, by entering in the Annexes 1, 3 and 4.

Date

Signature

Seal