

RESERVATION CONTRACT

1. SUBJECT OF CONTRACT

a. This contract covers the rights and obligations of the parties in respect of sales and provision of the service sold by the Company to the Passenger and characteristics and sales price of which are specified in the reservation document as required by the provisions of the Law No.4077 On The Protection Of The Consumer, Regulation on the Procedures and Principles for Performance of Distance Contracts and the Regulation on Package Tour Contracts. Passenger declares that s/he has read and is notified about all preliminary information within the scope of this Contract concerning characteristics of the service, sales price, payment method and performance of the service and has given required confirmation in electronic environment.

b. Passenger is responsible for accurately providing the information of himself/herself and the relevant participants and processing such data in the contract. Company will not be responsible for the conclusions, penalties, liabilities to be arisen from giving false identity and communication information. Accommodation, travel, tour periods and dates, number of meals-courses and bed and breakfast state, guidance services set forth in the written program of the tour purchased will be taken as a basis for the contract. All details are included in the tour programs which are integral part of the contract. You can reach detailed information on ship use areas and tour program at www.selectumblucruises.com.

2. DEFINITIONS, TYPE OF ACCOMMODATION, AND SCOPE OF TRAVEL

2.1. Definitions

The following terms shall have the meanings assigned to them:

- a. "Reservation" refers to the entire process undertaken by the passenger to enter into an agreement with the company.
- b. "Reservation Conditions" refers to the current terms and conditions, the information and conditions listed in the relevant company brochure and/or official website, and other information or conditions that form the express terms of the agreement you will sign with the company.
- c. "Company" refers to those responsible for transporting the passenger from one place to another, as indicated on the cruise ticket or any other ticket issued for transportation, including the operator and/or their agents and/or representatives. The company organizes cruises and sells or offers them directly or through an authorized agent.
- d. "Carriage Conditions" refers to the company's conditions of carriage, which provide transportation by sea or land. These conditions include the legal provisions of the company's country and may be subject to international conventions, either of which may limit or exclude the company's liability. Passengers may request copies of any company's conditions of carriage if they wish.
- e. "Cruise" refers to the cruise as described in the relevant company brochure or other documents produced by or on behalf of the company.
- f. "Passenger" refers to any individual listed on the confirmed reservation document issued by the company, or on the invoice and/or ticket.
- g. "Travel" refers to the cruise. Travel does not include journeys made by the passenger to participate in the cruise. It does not include services not included in the cruise price, such as shore excursions or transfers to and from the departure port.
- h. "Shore Excursions" refers to tours or activities offered by the company that are not included in the cruise price. Shore excursions are available for purchase on the ship. The

passenger is responsible for their journey to the departure port to start the cruise and for their return journey from the arrival port after the cruise ends, as these are not included in the cruise price.

2.2. Type of Accommodation

a. As part of the trip, overnight accommodation will be provided on the ship. The type of accommodation is full board super plus, which includes breakfast, lunch, and dinner, along with alcoholic beverages (limited to beer, rakı, and wine) and non-alcoholic beverages consumed with these three meals. Additionally, services included are afternoon tea as detailed in the promotional brochure/website and/or from the call center, food available at the midnight buffet, and port taxes. All other beverages (water, soft drinks, alcoholic drinks, etc.) consumed outside of meal times in all areas are subject to an additional charge.

b. The daily service charge of €12 per person is not included in the price and must be paid on board for passengers aged 12 and over.

c. Additional charges will apply for honeymoon packages and extra packages beyond those specified above.

2.3. Scope of Travel

a. The passenger is responsible for their journey to the departure port and for their return journey from the arrival port after the cruise ends, as these are not included in the cruise price.

b. Cabins of the same category may vary in square meters, design, and furnishings. All cabins may not be identical to the cabin shown in visuals. In this context, triple cabins may include a sofa bed and/or extra bed (rollaway bed), and the beds provided for the third person may not offer the same comfort as fixed beds.

c. All expenses outside the ship, personal expenses, cable car fees, shuttle services, international departure tax, international travel insurance, and visa service fees are not included in the price. Shore excursions are offered for sale on board and are subject to additional charges.

d. Some countries have different tax regulations at the city, tourism, or local level. Any such taxes, if applicable, will be collected from the passenger upon entry or exit.

The passenger acknowledges and agrees to all the points mentioned above regarding their travel and undertakes not to make any further claims in this regard. All services mentioned in this brochure are offered for sale by the company.

3. RESERVATION PROCEDURE, CHANGES, AND TRANSFER OF AGREEMENT

a. To make a reservation, the passenger must contact the company or the company's sales agent. The person making a reservation for a cruise confirms that all individuals named in the reservation and listed on the confirmed reservation form agree to comply with the reservation terms and that the person making the reservation has the authority to accept these reservation terms on behalf of all individuals listed on the reservation form.

b. Each individual named in the reservation is considered a passenger. A reservation is considered complete, and this document becomes effective when the company sends a confirmed reservation form and/or payment receipt to the passenger or the passenger's travel agent, thereby accepting the reservation.

c. After the issuance of the confirmed reservation form, but no later than 30 days before the ship's departure from the port, passengers may request reservation changes in writing. If the passenger requests a name change within this period, an additional fee of 25.00 Euros per person will be charged. If the passenger requests a change in cabin type and/or accommodation type (single, double, triple), the company's cabin sales price list on the day the change is requested will apply, subject to availability. If the change request cannot be accommodated due to unavailability, the reservation cannot be canceled for this reason.

d. If the passenger is unable to continue with the trip, they may transfer this agreement to a third party who meets all the applicable conditions for the trip, provided that the passenger notifies the company in writing (physically or electronically) at least thirty days before the trip begins and the company approves the transfer. The transferring passenger and the transferee are jointly liable to the company for the payment of the remaining balance and any additional costs arising from the transfer. The passenger will be solely responsible for any delays or other negative consequences in the visa process due to the transfer, and the company will not be held liable for any adverse outcomes resulting from the visa process or other administrative procedures.

4. PRICE AND RIGHT TO MAKE CHANGE

Company reserves its right to reflect the rises and changes in the taxes and other prices to the Passenger before travel. Company may increase prices in case of extraordinary changes in foreign currency rates, Port tax, duty, fee and similar legal liabilities, extraordinary changes in fuel expenses and all other changes due to epidemics. Passenger has been informed verbally and in written about all issues of price increases and these points have been accepted with the signature of the contract.

5. INSURANCE

Company is responsible for taking out a policy against the liabilities to be resulting from death or injuries of passengers. Maximum price of compulsory insurance per person and accident cannot be less than 250.000 Special Drawing Right (SDR).

6. PASSPORTS AND VISAS

- a. Visa processes and services are not included in the service purchased. Passenger is solely responsible for obtaining required visas and compliance of passports with the travel program. Company does not assume any responsibility in this respect. Passenger accepts, declares and undertakes that s/he is fully responsible for "visa" and "passport" procedures and that the Company expresses an opinion on these issues does not mean that it assumes responsibility in this respect.
- b. Passenger must hold all passports with himself/herself during the travel and the passport must be valid until 6 months later as from the date of passenger's return from cruise holiday. You are never allowed to participate in cruise with the passports which are not valid until 6 months later as from the end of cruise.
- c. Passengers not holding the visa conditions of the country to travel or who are not given visa by the country to travel will not be accepted on the ship. In the event that passenger does not hold visa conditions of the relevant country to travel or no visa is issued to the passenger by the country to travel, passenger will not get refunds. In this case, passenger accepts, declares and undertakes that s/he will not make any claim against the Company. In the event that the country to travel gives permission to visa-free tours, travels will be able to be unilaterally transferred to visa-free tours by the Company.

- d. Passenger may participate in the tour in order to take advantage of visa-free cruise provided that s/he pays for service fee. In this case, passenger accepts that s/he will not demand the price paid by him/her for visa or price difference between visa-free service fee and visa fee from the Company. In the event that legal visa regime of the country to travel is changed after the travel is transferred to visa-free tour and if visa becomes compulsory for the countries to travel, visa fee will be paid by the passenger.
- e. Although all visa procedures have been validly carried out, passengers who are prevented from entering the country to travel for any reason or not allowed to enter the boundaries of the country or not allowed to depart Türkiye despite having valid visas will not get any refund and Company will not be responsible for the damages to be arisen from such failures.
- f. Passengers below 18 years old (21 years old for USA Passengers or Passengers boarding the ship at the USA port.) must travel with their parents or legal guardians. If one of the parents of the minor travelling is not present on the ship, an authorization letter signed in accordance with the laws of the country where said minor is residing must be obtained at the time of reservation from the parent allowing the minor to travel.
- g. Depending on the diplomatic relations between the countries; and passenger's entry-exit to/from certain countries may cause failure to obtain visa or enter the relevant country at the border check-point in terms of one or more countries than one and since this is beyond the control of the Company, passenger accepts that Company will not be responsible for such consequences.
- h. Passengers with a Northern Cyprus (TRNC) stamp in their passports will not be able to participate in the cruise due to the visa policies of the relevant countries. This regulation has been implemented to prevent potential issues that our guests may encounter during their travels. Therefore, it is important for passengers to check their passports before the trip and take the necessary precautions to avoid any problems.

7. TERMINATION OF CONTRACT, TERMINATION CONDITIONS AND RESULTS

- a. Passenger may unilaterally terminate the contract by accepting the following conditions provided that s/he gives a written notice of termination request to the Company or reservation agent or through permanent data storage department. In case of sales over the Internet and call center; written notification (e-mail-sms, etc.) indicating that the reservation is cancelled is sent to the Passenger based on his/her statement and Passenger is deemed to have accepted that all tickets and finalized reservation form held by the Passenger are invalid as from such notification. Company is entitled to deduct all estimated damages to be incurred due to such cancellation from Passenger's fee: In other words;
 - o For termination notifications made at least 30(thirty) days before travel;
Except for the expenses arisen from compulsory taxes, fees and similar legal liabilities payable and payments that have been made to third parties and cannot be taken back; price paid by the Passenger will be returned to him/her without making any deduction.
 - o For termination notifications made until a period less than thirty days for start of travel;
 - For the termination made 30-21 days before start of travel;
15% of the contract price found by deducting the expenses arisen from compulsory taxes, fees and similar legal liabilities payable and the fees that have been paid to third parties and cannot be taken back from the fee paid by the Passenger will be returned to the Passenger.
 - For the termination made until 0-20 days before travel;
Passenger will not get any refund.
- b. In the event that a Passenger fails to be on board at the starting point of travel and/or at the ports called at and at the departure time notified or stops travel for any reason during the travel, such Passenger will not get any refund. Passenger must pay the full price. If the Company incurs losses due to such cases, Company reserves its right to compensation. Additionally, since said Passenger violates visa-free cruise rules, penalties to be imposed by the country to travel on the Company will be immediately referred to the Passenger.
- c. In the event that passengers making false declaration for visa are discovered as a result of the controls to be carried out during participation in cruise holiday, reservations of these Passengers will be cancelled by the Company. Therefore, no fee will be returned to the passenger.

- d. Passenger will take part in the cruise tour by being aware of all hazards and risks to be arisen from epidemic diseases and if s/he gives up cruise tour later, this will not be considered to be force majeure but subject to the aforementioned cancellation provisions.
- e. IF THE COMPANY CANNOT ACQUIRE SUFFICIENT RESERVATIONS FOR ANY REASON WHATSOEVER, IT RESERVES ITS RIGHT TO CANCEL THE CRUISE.
- f. In the event that the number of the passengers making reservation does not reach the number required for organizing the tour, Company may cancel the tour by informing the Passengers in written (e-mail, sms-etc.) or via permanent data storage department until at least 20 days for start of cruise. Passengers accept, declare and undertake that they are informed in detail about this point at the time of reservation and will not claim any negative or positive damage to the Company in this respect.

Other Points;

- a. Travel organizations are made by the Company many months in advance and offered to the Passengers for information. However, Company reserves its right to make changes in Travel and if necessary, cancel the tour for operational and commercial reasons, epidemic diseases, placement of ship into quarantine, technical damages on the ship, and changes in international agreements. Passengers accept and undertake that they are informed in detail about this issue at the time of reservation and have agreed on it. Therefore, they will not make any claim for damages against the Company.
 - o In case of a significant change in relation to an essential part of the travel (Ship name, travel date, cabin and route);

Company will notify the Passenger or Passenger's travel agent in written (e-mail, sms, etc.) of this change or cancellation as earliest as possible. In the event that Passenger does not accept these changes and cancellations for valid reasons, s/he may use one of the following 3(three) alternatives in order to communicate that s/he has cancelled his/her reservation by giving a written notice or notification via permanent data storage department within 48 hours:

- Participation in another package tour of the same value offered by the Company or Agent without paying additional price,
- Participation in a package tour with a lower value provided that the price difference is returned to the relevant Passenger,
- Rescission of the contract without paying any compensation. In case of rescission of the contract, Company or agent will return all prices paid by the passenger within 14 (fourteen) days and without any deduction as from the date on which written notice of rescission of the contract is received by it.

8. FORCE MAJEURE

Force majeure events are extraordinary and unforeseeable circumstances that arise despite all due diligence and precautions being taken and that prevent the commencement, continuation, or completion of the trip. These circumstances include, but are not limited to, natural disasters such as earthquakes, fires, storms, etc., epidemics, extraordinary situations that impede international air, land, and sea transportation, states of war or mobilization, attacks or acts of terrorism, civil unrest, government sanctions, embargoes, strikes, lockouts, closed or congested ports, power outages or restrictions, unforeseen and unpredictable events beyond the company's control, including but not limited to technical and operational issues arising from the ship, as well as any other extraordinary circumstances or situations that may prevent employees from working. In such cases, the company cannot be held liable for any damages arising from the non-performance or improper performance of the agreement.

9. OBLIGATIONS OF THE PARTIES

- a. Passenger's obligations are provided below and other points regarding Passenger's obligations have been set forth in Guest Health, Safety and Behavior Policy (ANEX) as integral part of this Contract.
- b. Passenger is obliged to act in accordance with all legal demands made by the Shipmaster or Shipmaster's Assistants authorized by the Shipmaster during their presence on the ship and

allow their cabins, baggage and belongings to be controlled for safety or legal reasons. Passenger explicitly accepts that s/he will allow such checks to be carried out.

- c.** Passengers must abide by the timetable to get on/off the board. Otherwise, Company will not accept any responsibility and moreover, Passenger will be responsible for all damages to be arisen from failure to abide by such timelines communicated to him/her. Passengers must be present at the departure port 4 hours before the ship departure hour specified in the travel program and they must carry out check-in procedures. Passengers failing to carry out check-in procedures until half an hour before the ship departure hour will lose all their rights related to the travel.
- d.** Passenger accepts that s/he will unconditionally comply with the notifications, warnings and notices given by internal announcements together with the Ship Bulletin and Information Forms and Notices distributed in the ship.
- e.** Passengers must get all medical vaccinations before travel. Passengers must have all their tickets, valid passports, former visas, second identity cards, medical records and other documents to be required at the ports to be called at and the ports where passengers will get off the ship.
- f.** Passengers will not bring foods and beverages from outside on the ship during the travel.
- g.** Passengers guarantee that they do not have any problem for travel by sea or air and any medical condition or state that they have will not give any damage to the security or comfort of the ship or plane and other passengers. Additionally, passengers accept that they will be transported safely and in line with the safety requirements implemented by the International EU or national laws. Company has the right to require the Passenger to submit medical reports evidencing that his/her medical condition is suitable for travel.
- h.** In the event that a Passenger's medical condition is not suitable for travel based on the Shipmaster's or ship physician's opinion and bears the likelihood of posing the safety of the travel to risk, not being allowed to get off the ship at any port or imposing responsibilities on the Carrier such as looking after , supporting or sending said Passenger back to his/her home country; Shipmaster may not allow the Passenger to get on the ship at any port whatsoever, have the Passenger to get off the ship at any port or have the Passenger placed in another cabin. Provided that the ship physician and/or Shipmaster find it necessary, ship physician is entitled to do first aid and administer medication or other medical treatment and/or have the Passenger taken to the sickbay or a similar institution at any port and/or put him/her into quarantine. In the event that Passenger does not make a cooperation in relation to this treatment, s/he may be required to be got off the ship at any port and Company or Carrier will not make any payment to this Passenger for damages and expenses or
- i.** If the Passenger has a specific allergy or a low tolerance to foods, s/he must communicate this situation to the ship's Restaurant Manager as soon as possible after boarding the ship. Passenger must abstain from eating foods to which s/he has allergy. If Passenger provides a written notice about certain foods or food additives or materials to which s/he has allergic reactions, Company will show all reasonable due diligence. Company will give support to the passenger within a reasonable frame in order to ensure that said Passenger do not consume said foods and foodstuffs if the Passenger provides necessary information in this respect before order is placed for such foods. Company is not responsible for providing convenience foods or special meals to be consumed by the Passenger.
- j.** Person authorized on behalf of the Company and/or the Shipmaster may refuse any Passenger whose behavior and attitude may give damage to the comfort and fun of other passengers on the ship based on the reasonable opinion of said authorized person and/or the Shipmaster to get on or off the ship at any port so that normal course of the travel, safety of common life inside and outside the ship can be ensured and protected.
- k.** Passenger may not bring hazardous goods, objects or animals on the ship regardless of the types and kinds. Passenger unconditionally accepts that s/he will not bring any type of live animal, firearms, ammunition, flammable materials, explosive materials, cutting and drilling materials and tools, poisonous or hazardous substances on the ship. It is forbidden to bring and use all kinds of pleasure-inducing substances and drugs on the ship. Otherwise, Passenger accepts that s/he will be reported to the nearest civilian authority, will be arrested and isolated and this case will cause him/her to get off the ship at the first port to be called at and also, be a valid reason for cancellation of his/her travel and his/her travel fee will not be returned. In such cases, Passenger accepts that s/he will be detained based on the decision of the Company and/or the Shipmaster until the end of the travel if necessary for security of the other passengers.

- l. Updated address/contact information will be provided by the Passenger so that the relevant reservation, cancellation and/or change notices can be sent by the Company. In case of change in address information and if the Passenger fails to inform the Company about such changes and the relevant notifications are not received by the Passenger owing to failure to communicate such address changes; address/contact information provided will be deemed to be updated and Passenger will be solely responsible for not receiving such notifications and Company will never be held responsible in this respect.
- m. At the end of the travel, Passengers may get on the ship only after the relevant port authorities finish passport controls and nearly 1 hour after the ship approaches the port.
- n. Passports of the Passengers must be controlled and Passengers must get on the ship one hour before departure time of the ship at the relevant ports within the scope of the travel program. Otherwise, the Shipmaster and/or the Company and its authorized persons and/or their authorities at the relevant port are entitled not to accept the Passenger on the ship. Passengers who are not accepted on the ship for this reason will be solely responsible for their own expenses and legal liabilities to be arisen and these Passengers will not have the right to compensation either.
- o. Time to leave for the cabin at the port where the travel will end on the last day of the travel must be the time for the ship to approach the port. Passengers must get on the ship within 30 minutes at the latest as from the time when the ship has approached the port where the travel will end.
- p. Within the scope of the cruise; Passenger must get off the ship where s/he got on at the departure port at the departure port again at the end of the travel. Passenger may not get off the ship at a different port. Otherwise, Passenger will be solely responsible for all possible consequences.
- q. In the event that Passenger violates this Contract and Guest Health, Safety and Behavior Policy provided in the annex; Passenger accepts, declares and undertakes that s/he will be responsible for all damages to be incurred by the Company or third persons.

10. COMPLAINTS

- a. Passenger having a complaint must send a written notice to the relevant person of his/her complaint on the ship as soon as possible during the travel. If the authorized ship employee fails to eliminate the problem; all complaints must be communicated in written to the company within 7 days after the Travel ends. If the relevant complaint is not communicated in written within the period specified, Company will not be held responsible for whether or not said complaint has been dealt with.
- b. In cases of lost luggage or other belongings or damages on such goods, you must give written notification to the carrier before getting on the ship or during the procedures to get off the ship. These demands must also be notified in written to the carrier within 15 days after getting on the ship.

11. SMOKING RULES

- a. Passenger may smoke a cigarette during the travel in the designated areas. Generally, smoking is forbidden in the areas of food service.
- b. It is strictly forbidden to smoke in all cabins and it is never allowed to smoke on the balconies of all cabins because of its certain and proven fire risk.
- c. It is strictly forbidden to throw cigarette stubs down the ship and passengers are warned by the ship personnel about this issue.

12. PHYSICAL DAMAGES ARISEN FROM TRANSPORT AND LUGGAGE RULES

- a. All transports by land and sea are subject to the transport conditions of the Company. Copies of these conditions and requirements can be made available by the Company upon request.
- b. Company's responsibility due to death, personal injury arisen from transport by sea or loss of luggage or damage to luggage will be determined in accordance with the Turkish Commercial Code No.6102. Provisions of the relevant legislation restrict the responsibility of the Company due to death, personal injury or loss of luggage or damage to luggage and include special provision for valuable article. Company will never be held responsible for any loss, loss of expected profit, income loss, loss of utilization or loss of other opportunities or similar other consequential or indirect losses or damages..

12.1. Luggage

- a. Unless a written notice is given by the Passenger to the Company, luggage is deemed to have been delivered to the Passenger in good condition. Passenger must make a correct declaration about the type and description and the relevant hazards of the articles s/he has brought on the ship as luggage. Passenger will be responsible to the Company for the damages arisen from his/her incorrect statements and be responsible to the other persons incurring damage if said Passenger is faulty in this respect except for the cases where the luggage is hazardous or secretly brought on the ship.
- b. Shipmaster will always be entitled to remove, at anytime and anywhere, the goods brought secretly on the ship or by giving incomplete or false information. In case the luggage is lost or damaged during the travel, Passenger must prepare a report indicating the list of the articles and/or damage on the ship where such loss or damage occurs.
- c. If the Passenger has received a payment from its coverage in accordance with this clause, this amount will be determined after it is deducted from the damage cost communicated by the insurer. Cash, jewelry, credit card, any document and valuable articles will be determined outside the scope of this clause. Valuable articles include jewelry, wrist watches, objects made from precious metals, pictures, art works, rare articles, mobile phones and the relevant accessories, photograph machines and video cameras and the relevant accessories, all computer devices, optic accessories, wheeled chairs and medical devices) .

12.2. Physical Damages arisen from Transport

13. BODILY DAMAGES ARISING FROM CARRIAGE

- a. Company will be responsible for the death or injury of the Passenger due to shipwreck in accordance with the Turkish Commercial Code No.6102. If the Company proves that shipwreck occurs due to war, terrorist activities, civil war, rebellion or an exceptional, unavoidable and unpreventable natural disaster or an action or negligence of a third party who has carried out with full intention of causing such shipwreck, It will not be held responsible in this respect.
- b. If the compensation is determined as revenue; total amount of the principal value of the compensation to be paid may not exceed this sum. Company will be responsible for the damage arisen from the accident causing the passenger's death and injury but not arisen from the shipwreck in the proportion to the fault determined by the court in terms of occurrence of the accident causing this damage. PASSENGER MUST PROVE THE FAULT. Responsibility of the Company according to this clause is related to the damages caused by the accidents occurred only during transport. Passenger must prove that the accident causing damage has occurred during transport and the scope of the damage.
- c. Provisions mentioned in this clause does not prejudice the rights of the Company to recourse to third parties, claim joint fault defense and request to restrict responsibility. All damages to be paid by the Company up to the limits available in the Turkish Commercial Code No.6102 will decrease in proportion to the fault of the Passenger too.
- d. Company will have all rights (rights of defense, right of benefiting from exemptions and restrictions, etc.) within the scope of the Turkish Commercial Code No.6102 (including the ones submitted within the framework of its own conditions and terms related to passenger transport) being entitled by the Company due to the claims arisen from transport by sea to the extent that it bears responsibility to the Passenger.
- e. If any provision of this Contract becomes invalid within the framework of other legal legislation that must be implemented compulsorily; it will be invalid only within the framework specified and will not affect the validity of other provisions. Company's responsibility will never exceed its responsibility within the framework of the Transport Conditions and/or applicable or combined legal legislations.

14. RIGHT TO CHANGE ROUTE

Company, based on its and/or the Shipmaster's authority and/or in case of force majeure, is entitled to take decision in respect of;

- o deviation from defined or ordinary route of the ship;
- o delaying or accelerating anything;
- o the fact that some ports to be called at will not be called at or changing the ports to be called at
- o making transport arrangements equivalent in all respects with another ship
- o carrying out a similar action considered to be rightful for any reason within the framework of assisting other ships or its authority and/or the authority of any shipmaster.

In this case, Company will not be held responsible to the Passenger depending on the requirements of this situation and within the bounds of the possibilities.

15. CONFIDENTIALITY

- a. The parties agree to keep all information (including all commercial, technological, economic, technical, financial, legal, operational, administrative, marketing, and other confidential or proprietary information and data, as well as all copies, analyses, studies, reviews, re-adaptations, or other documents containing, reflecting, or derived from such information) that they learn about or obtain from the other party in connection with the performance of this agreement, in strict confidence, regardless of whether such information is presented verbally, in writing, magnetically, electronically, digitally, or in any other form, and whether it includes trade secrets and know-how.
- b. Unless otherwise specified in this agreement, neither party may publish, transmit, disseminate, disclose, or use the aforementioned information without the prior written consent of the other party. The obligations of the parties arising from this clause are not limited to the duration of the agreement, and the obligation to protect the confidentiality of the information will continue indefinitely, regardless of the reason for the termination or expiration of the agreement.
- c. The parties agree that, in the event of a breach of any of the obligations related to the confidential information obtained under this agreement, the party suffering damage shall be compensated for all direct and indirect damages, including legal fees and attorney fees, by the other party. The parties are free to disclose such information to the extent required by any law, regulation, decree, or notification, or by a court order or decision of a competent official authority, and limited to the matters specified in the relevant writing.

16. PROTECTION OF PERSONAL DATA

- a. Parties accept, declare and undertake that they will process the personal data only for fulfillment of their obligations arisen from the relevant business and/or contractual relationship and during fulfillment of these obligations provided that they comply primarily with the Law Number 6698 on the Protection of Personal Data (“KVKK”), applicable legislation, decisions taken by the Board of Personal Data Protection, manuals published by this Board and good intention rules; will not transfer personal data to third persons or entities except for those clearly permitted in the relevant legislation, and immediately inform the other party if they have to transfer said personal data to third parties without prior written approval of the other party when it is required by the legal legislation, and in case of any change or updating in the Law and Board decisions, regulations, procedures and principles in force concerning protection of personal data and if this requires amendment and change in the processes, they will make said changes and amendments at the soonest possible date in order to prevent any sanction from being imposed.
- b. Parties accept, declare and undertake that they will keep the Personal Data until the end of the period required for fulfillment of the obligations and commitments within the scope of the relevant contract and legal storage period if such a legal storage period is stipulated as the nature of such fulfillment and will immediately dispose, delete or anonymize the Personal Data if the reasons for processing personal data no longer exist including termination or expiration of the Contract by taking the legal storage periods into consideration and will submit the relevant documents (disposal report) to the other party.
- c. Parties accept, declare and undertake that they will make maximum effort for protection of the Personal data and take all legal, technical and environmental measures in maximum level for meeting legal obligations; and in this scope, they will use updated anti-virus programs, take all necessary measures concerning network security and ensure security of the environments

such as computer and server where personal data is processed in accordance with the Law, Decisions of the Board and the methods(encoding, etc.) set forth in the manuals of the Board.

- d.** Parties accept, declare and undertake that if the System servers are in the foreign country or utilization of any feature of this system is contrary to the law owing to the decisions of the Law or the Board of the Personal Data Protection, they will change the system accordingly and will be responsible for adjusting the system in line with the requirements of the Law, other legislations and the Board and will use the software and hardware complying with the legislation in force concerning protection of the personal data and the standards published in the manuals of the board and will have the right to terminate the contract with immediate effect and without any penal clause and compensation if these obligations are not fulfilled.
- e.** Parties accept, declare and undertake that they will take appropriate protection and security measures for ensuring confidentiality and security of all personal data and all necessary technical and administrative measures have been taken in this respect and in case of any violation of data security or threat for data security, they will immediately communicate such violation or threat within 24 hours at the latest and provide all necessary information, documents and support/assistance in this respect; indemnify all damages including all positive and negative damages to be incurred, court expenses, relevant interests, advocate fees, etc. immediately and in cash without any warning and notice if said obligations are not fulfilled.
- f.** Parties accept, declare and undertake that they will not transfer/share the personal data to/with third parties if such transfer or sharing violate the legal legislation and/or no express consent is obtained; and when they transfer the personal data in accordance with the relevant law, they will ensure that the third parties to whom personal data has been transferred will comply with all obligations arisen from this contract and the relevant legislation; and in case the data owner and/or the other party incurs damage due to the actions of the third parties against this clause, the party causing such damage will be solely responsible for such damages and said damages will be covered immediately and in cash without any warning or notice.

17. APPLICABLE LAW AND NOTIFICATION ADDRESS

- a.** Turkish Law will be applied to the performance and interpretation of this Contract and its annexes and all disputes to be arisen from this Contract. Antalya Courts and Enforcement Offices will be competent bodies in respect of the disputes to be arisen between the parties.
- b.** Addresses communicated in written by the Parties will be considered to be the legal addresses for all notifications to be made in relation to this contract. Unless address changes are notified in written to the other party, notifications sent to the addresses specified in the contract will be deemed to be valid and have been duly made. Parties accept and declare that travel brochure/catalogue is annex of this Contract and there is not any dispute in this respect.