

TAV Passport MEMBERSHIP CONTRACT

The meanings of the concepts and abbreviations used herein this Contract hereby are given below:

A. CONTRACT: This TAV Passport MEMBERSHIP CONTRACT hereby

B. TAV: TAV İŞLETME HİZMETLERİ Inc.

C. MEMBER /CARD HOLDER: TAV Passport member who have bought and/or who are using the TAV Passport service pack from TAV.

D. TAV Passport SERVICE PACK: It is a special service pack offering speed, comfort and privileges for the MEMBERS in their travels to be paid from the Airports that belong to TAV, and that are operated by the affiliates and/or group companies of TAV Airports Holding Inc., and that are specified by TAV in the Service brochures/documents (shall be referred to as the "Airports" hereinafter in the Contract), and that ensures privileged services outside the Airports, which are specified by TAV, and which may be changed from time to time, as per the conditions specified by TAV, and the contents of which have been defined/will be defined in the website www.tavpassport.com, and the printed Service documents and/or brochures.

E. TAV Passport CARD: It is the card with chips, issued in the name of the MEMBER, which shall be sent to the MEMBER inside the Service Pack. It is presented in 2 different kinds; Classic (Standard) and Edition.

F. SERVICE/SERVICES: The services which are/will be included in the TAV Passport Service Pack.

G. APPLICATION/SERVICE FORM (FORM): When there are direct sales, or when demanded by TAV in case of distant sales; the form which is filled out and signed by the MEMBER, which is an annex and an integral part of the Contract, consisting of the name, surname and personal information of the MEMBER in addition to his/her payment details and information, and which shall be kept by TAV.

H. PRE-INFORMATION FORM: The form drawn up to inform the consumers about the issues stipulated in Article 5 Paragraph 1 of "By-law on Distant Sales", which shall be applicable to the distant sale contracts executed via voice-communication.

I. WITHDRAWAL FORM: The form, a copy of which is appended to the Contract, drawn up for the use of consumers if they want to exercise their right of withdrawal; which shall be delivered to TAV within 14 (fourteen) days following the execution of the sale contract, in written form or via permanent data storage units (e-mail), in case the consumer wants to withdraw from the Contract.

1. The subject matter of herein this Contract hereby is the MEMBER benefiting from the Services, and the terms and conditions governing the membership charges, and this Contract has been delivered by TAV to the MEMBER together with the TAV Passport Service Pack.

2. Provided that the local and international legal arrangements that have been/will be introduced related with the Airports which are determined in Annex – 1 and other matters within the scope of the Service, the contrary opinions, decisions and other regulations of the relevant official authorities are reserved, TAV agrees to deliver to the MEMBER the Services defined in this Contract hereby and in the Service brochures which shall be updated from time to time and the MEMBER agrees to pay the

membership fee specified for the Service Pack as indicated by TAV, and to comply with the procedures and principles set forth in this Contract hereby and in the other documents related with the service.

3. The Membership fee shall be determined by TAV as defined in the Application Form and shall be paid by the MEMBER. If installment transactions have been effected using the credit cards issued by Banks or other entities authorized to issue cards, this shall constitute a credit sale only for the Bank/Entity that has issued the credit card, and for TAV it shall constitute single payment sales transactions. In the case the memberships are bought for others, if the MEMBER and the person who shall pay the membership fee are different persons, this needs to be clearly stated by the person buying the service pack, at the time of application. The provisions set forth in this Contract hereby, and the Form, service brochure(s) and the other documents, which constitute the annexes thereof, are binding for all MEMBERS.

4. In case the service pack is bought through the TAV sales points and/or stands, a temporary card shall be given to the MEMBER. Such temporary card shall be cancelled automatically at the end of the 15th day as of the date it had been delivered to the MEMBER. After the sales procedure takes place, TAV shall deliver the Card to the MEMBER, along with the brochure(s) related with the contents of the service, and which will be changed from time to time by TAV; in line with the manner contemplated by TAV, depending on the address of the MEMBER, and the dispatch methods, within the period to be identified by TAV, and the activation procedures of the Card that is delivered to the MEMBER inside the Service Pack, shall be arranged according to the purchase date of the Card. As of that date, the member shall start benefiting from the services. Prior to using the SERVICE, the MEMBER is obliged to have his/her photograph taken at the location specified by TAV. Without fulfilling such liability, the MEMBER may be entitled to use the SERVICE only once (1) a year. When the MEMBER wishes to use the SERVICE a second time without having his/her photograph taken, TAV is entitled not to offer/deliver the SERVICE. In such case, the MEMBER shall not be entitled to claim any indemnification.

5. In distant sales made via voice-communication, within 14 (fourteen) days as of the date the MEMBER has bought the Service Pack or has signed the Form, the MEMBER may withdraw from the sales with the withdrawal form, an example of which can be found in Annex – 3, to be conveyed to TAV in writing provided that s/he has not benefited from any services within the service pack. As per this article, the MEMBER who issues a withdrawal notification is obliged to deliver to TAV the service pack and the card delivered to him/her, in full and complete condition, within the same period. In that case, the membership fee paid by the MEMBER, if any, shall be returned by TAV within 14 (fourteen) days as of the date the notice has been received by TAV, without any interests, and excluding any contractual or legal deductions.

6. The MEMBER shall use the services by presenting the TAV Passport Card, which has been issued in his/her name, and which has been delivered to him/her within the pack, or by scanning the Card through the card reader at the points where the relevant equipment is located. Whenever deemed necessary, the TAV officers or the authorized 3rd parties at the service points or the employees of Member workplaces may require an identity/passport from the MEMBER, and check/match identities pursuant to the information on the card that has been presented. In case the Card is lost, or gets in the hands of unauthorized 3rd parties, the entire legal responsibility belongs to the MEMBER. In case the Card is stolen, lost or is damaged in such a way to prevent being used, this shall immediately be notified by the MEMBER to TAV customer services the contact details of which had been shared with the customer (by telephone or by e-mail if it has been specified by TAV). In case the (original) Card could not have been

sent to the MEMBER within the 15-day validity period of the first temporary card due to any reason whatsoever, in case it is lost or forgotten, a temporary card will be issued, and the temporary card may be used by the MEMBER for a validity period of 15 days at most. The temporary card cannot be used at the Lounges located outside of Turkey. In case the Card is lost or forgotten for more than once, TAV reserves the right to demand the card fee applicable for a new card. Membership is specific to the relevant person, and MEMBER may not transfer the services s/he has been entitled to by buying this service pack hereby, and the card delivered to delivered to him/her along with the pack, or may not jointly use it with the persons other than those expressly specified in this Contract or in other service brochures/documents. In cases expressly specified in the service introduction/documents/brochures, 1 (one) guest accompanied by the MEMBER and his/her children younger than 18 (eighteen) years of age, and bearing the same last name may benefit from the Services. Only 1 (one) guest accompanying the TAV Passport Edition and Classic Members may benefit from a Lounge service outside of Turkey for free.

7. The TAV Passport card holder member may utilize the services offered within the scope of the TAV Passport Service Pack only if s/he has flights from the airport where the services are delivered. In case it is discovered that the TAV Passport card is used by third parties other than the MEMBER, or that the MEMBER has benefited from the services although s/he did not have any flights from the airport where the services are delivered, the card shall immediately be cancelled, and the member shall immediately pay the penal fines corresponding to the membership fee amount in cash and in a single payment, and any and all rights of TAV shall be reserved.

8. TAV is entitled to make changes in the services, in the contents of the service brochure, in the Form and in the provisions of this Contract hereby at any time, and to notify such changes to the MEMBER by various communication channels such as telephone, SMS or website announcements. MEMBER's continuation to use the services with such changes shall mean his/her acceptance of the changes. TAV shall not be responsible for the changes that the third-party service providers or Member companies will make within the service scopes, or for the notification of such changes.

In cases of closure of the airport where the service is given or due to compelling reasons -including but not limited to- the termination, expiry or non-renewal of the agreement, which has been executed between TAV and the related third-party entity, in order to give the related service(s) and/or provide the privileges in or out of the airport; these services and privileges may be removed. In such cases, the MEMBER shall not be entitled to a partial or total refund of the membership fee.

9. The Services will be delivered by TAV or by the 3rd parties authorized by TAV or by member companies. Regardless of whether it has been mentioned in this Contract or other Service brochures/documents, in the cases of services which have been expressly specified, or which can be understood to be delivered by third parties or entities or member companies, all responsibilities related with the performance of the service or the consequences thereof shall be borne by the 3rd party, or the entity or the member company delivering the services. If there are any charges indicated in the service brochure required to be paid by the MEMBER with regards to the services received from 3rd parties or entities or member companies and if it has been indicated that such fee shall be paid to TAV, the service fee shall either be paid to TAV or may be collected from the credit card specified by the MEMBER in the Form in a single withdrawal. Otherwise the relevant amount shall be paid to the 3rd party or entity or the member company directly in line with their own payment rules.

10. In case TAV is required to pay damages due to failure to deliver services or pursuant to this Contract hereby, the amount to be paid by TAV, in relation to the service pack which constitutes the subject of this Contract hereby may not be higher than the annual membership fee paid by the MEMBER.

11. In cases of disputes which may arise pursuant to this Contract or the services being delivered, İstanbul Çağlayan Courts and Execution Offices shall be the places of jurisdiction. The MEMBER accepts that for all procedures or disputes, TAV commercial books or records, this Contract hereby, this Form, the audio records kept by TAV and the records such as e-mails, computer records etc. kept by TAV or if the services are delivered by 3rd parties or entities, such records, and all service records regardless of being kept in digital medium or not, the written notices issued by TAV shall be binding, and shall constitute exclusive and final evidence.

12. Effective from the date s/he has received such service pack, the MEMBER has agreed that the information s/he has indicated in the Form, all the relevant telephone conversations and other personal information shall be registered and recorded by TAV, that they shall be saved through being copied and/or kept by TAV or the 3rd parties and entities to be authorized by TAV, and that if deemed necessary by TAV, the records and the information kept may be shared with and used by TAV affiliates, group companies, and 3rd parties and entities that TAV has an agreement with, or member work places.

13. All kinds of written notifications to be made to TAV within the scope of this contract or the Membership Pack shall be made to the address specified in the Form. In case of a change in the address, as long as no notifications are made by TAV to the MEMBER by telephone/SMS or e-mail etc., the written notices to be sent to the address set forth in the Contract shall be deemed to have been served legally. Within the scope of this Contract or the Membership Pack, any and all written notices to be sent to the MEMBER shall be sent to the address that the MEMBER has indicated in the Form or conveyed to TAV at the purchasing stage. Unless the MEMBER does not notify the possible changes in his/her address to the Customer Services of TAV by telephone, or by e-mail, if provided by TAV, the written notifications/notices to be sent by TAV to the address indicated in the Form or notified during the purchasing stage shall be deemed to have been served legally.

14. The membership is valid for one year starting from the completion of purchase date of the card. If the free/discounted services which need to be used within 1 (one) year or in other periods, in the Contract or in the Service Brochure/documents, such free/discounted services are valid for the period defined exclusively, even in case the membership period is longer, the free/discounted use and/or rights not used in the defined period shall not be transferred to the following term. In case the membership is renewed/extended in any manner, the provisions of this Contract hereby shall be valid and effective throughout the membership period.

15. The MEMBER declares and undertakes that s/he shall utilize the services defined within the scope of the service pack, as per the Service documents/brochures, shall comply with all the service terms of use attached in Annex – 1 of this Contract, the terms and conditions set forth in in this Contract hereby or the changes to be made in all these documents and the Contracts, that s/he has read all the conditions stipulated in the Contract, that furthermore these conditions have been explained to him/her in detail at the time of sales, and that s/he understands and accepts his/her rights and obligations.

16. TAV Passport Card holders shall arrive and leave from the same airport to be able to benefit from Car Park & Valet services which are 30 (thirty) free uses/credits for Classic members. Credit consumption is

based on 24 hour daily periods and days will be calculated by rounding up to 24 hours). Card holders cannot use car park/valet services in more than one airport at one travel and cannot keep their vehicles at 2 different car parks/valet services at the same time. In the event that it is determined that the card is used contradictorily, the card will be cancelled immediately without reimbursement of the card membership fee and any and all rights of TAV shall be reserved. The card holders, using the Car Park and Valet services has to provide his/her identification card to the personnel providing the service. Otherwise the car will not be delivered to the card holder. In such case, the MEMBER shall not be entitled to claim any indemnification. The areas for this service are Adnan Menderes Airport, Esenboğa Airport, Bodrum-Milas Airport and Jetpark Car Park (500 meters away from Sabiha Gökçen Airport). Passport Edition Card Holders must enter & exit from the same airport to be able to benefit from the unlimited Car Park & Valet services. They cannot use car park/valet services in more than one airport at a single travel and cannot keep their vehicles at two different car parks/valet service points at the same time. In the event that it is detected that the card is used contradictorily, the card will be cancelled immediately without reimbursement of the card membership fee and any and all other rights of TAV shall be reserved. Edition Card holders may use the car park / valet service for a maximum duration of 10 (ten) days and only when they have a flight. They have to provide his/her identification card to the personnel providing the service. Otherwise the car will not be delivered to the card holder. In such case, the MEMBER shall not be entitled to claim any indemnification.

17. To utilize the Airport Transfer Service within Turkey, the card holder is obliged to make a reservation at least 12 hours prior to the time of the service. For transfers to Antalya and Dalaman Airports the reservation should be made at least 24 hours prior to the time of the service. The service fee is charged to the cardholder prior to the service. The card holder is liable to notify TAV about the cancellations and changes in reservations at least 6 hours before the service. Service fee is not refundable for the changes and cancellations notified less than 6 hours. In the event that it is detected that the card holder does not abide by the abovementioned periods for 3 (three) times or more, the card will be cancelled immediately without reimbursement of the card membership fee and any and all other rights of TAV shall be reserved. Transfers over the kilometers determined by the transfer company and outside of the borders of metropolitan municipalities are subject to extra charges. The transfer routes are determined by Transfer Company. The MEMBER and his/her accompanying guest (if any) who will benefit from the service shall submit their ID's and the TAV Passport card to the personnel who will provide the service. Otherwise, even if there is a valid reservation, the MEMBER and his/her accompanying guest (if any) shall not benefit from the service; in this case the MEMBER shall not be entitled to claim any indemnification. The areas for this service are Adnan Menderes, Esenboğa, Sabiha Gökçen, Bodrum-Milas, Antalya and Dalaman Airports. Being valid only for the transfers below designated kilometers and in the borders of the same metropolitan municipality, Edition card holders have 60 free transfer rights.

18. For Inner-City Transfer Service, the Cardholder shall make a reservation at least 8 hours prior to the time of the service. The Service Fee will be collected from the Cardholder before the provision of the service. Cancellation or alteration of reservations shall be notified to TAV by the Cardholder at least 6 hours prior to the time of the service. The Service Fee shall not be returned to the Cardholder in case the Cardholder does not notify such cancellation or alteration in said periods. Transfers over 30 kilometers in the valid metropolitan municipality borders shall be subject to extra charges. Transfers below 30 kilometers are subject to promotional fees declared by TAV on www.tavpassport.com or other platforms. The transfer routes are determined by TAV. The MEMBER and his/her accompanying guest (if

any) who will benefit from the service shall submit their ID's and the TAV Passport card to the personnel who will provide the service. Otherwise, even if there is a valid reservation, the MEMBER and his/her accompanying guest (if any) shall not benefit from the service; in this case the MEMBER shall not be entitled to claim any indemnification.

19. TAV Passport Cardholders may benefit from the Valet Parking Service at the designated malls, subject to an annual limit of 12 credits (Credit consumption is based on 24- hour daily periods and hours below 24 hours will be counted as 24 hours). TAV reserves the right to change the designated service points. The Card holder cannot demand another Valet Parking Service within 15 minutes following the payment in a valet point. The Card holder cannot have his/her cars parked at two (or more) valet points at the same time. TAV will cancel the card, without reimbursement of the card membership fee, if a contrary usage is detected (TAV's all other legal rights are reserved).

20. In the event that the MEMBER commits a breach of this Agreement, TAV will send the MEMBER a written notice, stating the issues which result in breach of the Agreement and providing a period to cease such breach. If such breach is not remedied in a manner acceptable by TAV and in the period provided in the notice, TAV will be entitled to use its other legal options or terminate this Contract unilaterally and without paying any indemnification. Within the scope of this article, TAV is entitled to cease to provide services without any limitation of time, starting from the date such notification is received by the MEMBER. In such case the MEMBER shall not be entitled to claim any indemnification.

21. Selling Edition card to the holders of DHMİ (Republic of Turkey General Directorate Of State Airports Authority) Apron Card is prohibited. Such people have to notify this case to the sales representative. In case it is detected that an Edition card has been sold to a DHMİ Apron Card holder, TAV, reserving all of its other legal rights, will cancel the card without reimbursing the card membership fee.

22. Airport Meet & Assist service shall be rendered to Edition card holders on a free quota limited to 40 (forty) people .The card holder may benefit from this service with his/her guests by making reservation at least 48 hours before his/her flight. The number of guests including the card holder shall be deducted from the said quotas. TAV will send the Member reservation confirmation emails and the details about usage upon each reservation and the Member shall receive the service as per the conditions stated in the confirmation email. The card holder has to contact with TAV in case s/he does not receive the confirmation email. The card holder is liable to notify TAV about the cancellations and changes in reservations at least 24 hours before the flight time. In the event that the card holder does not abide by the above-mentioned periods, the reservation shall be deemed valid by TAV and shall be deducted from the quota. The guests that have not been notified during the reservation but who are present during the service shall also be deducted from the quota. After the said quotas have been reached, the card holder shall receive the service in return for its then valid fee. The areas for this service are Adnan Menderes, Esenboğa and Bodrum-Milas Airports.

23. ANNEXES

The Annexes stated below have been added to the Contract on the signature date and constitutes an integral and inseparable part of the Contract.