

## Turkish Airlines Corporate Club Premium Agreement

**Article 8.2** – Turkish Airlines' net flown revenue refers to the net income of the flight ticket coupons of Turkish Airlines excluding the followings:

- Taxes
- Service fee
- Fuel and insurance surcharges (included in calculating performance measurement)
- Turkey mainland domestic flights, e.g., Istanbul-Antalya (included in calculating performance measurement)
- Charter flight
- Anadolu Jet subsidiary flights
- Tickets are issued using promotional fares.
- TACC bonus tickets
- Coupons ticketed with discounted rates applied for children, infants, companions, disabled, senior citizen, adolescents, students, teachers, veterans, soldiers, and any other special discounted rates.

**Article 8.3** – The incentive calculations will be based solely on the flight revenue data of Turkish Airlines itself.

### COMPANY'S CODE – TOUR CODE

**Article 9** – For tracking the performance a "Tour Code" will be assigned to the Corporate. The Tour Code will be filed into the systems together with TACCP discount fares. The designated agent shall manually enter the Tour code into the "IT Tour Code" field of the tickets except those tickets issued by using special TACCP discount fares. Turkish Airlines has no liability and responsibility for the failure or negligence arising from not entering the code or entering an incorrect code.

### DELEGATION

**Article 10** - The Corporate may, in its own risk and subject to retaining all its obligations and liabilities towards Turkish Airlines under this Agreement, delegate or authorize its agency/agencies to take actions regarding the exercise of its rights and interests derived from this Agreement. In this case, however, the Corporate shall inform Turkish Airlines on the agency/agencies authorized by sending a written notice.

### EFFECTIVENESS OF THE AGREEMENT

**Article 11 (i)** – Eligibility of the Corporate for TACCP premiums or benefits under this Agreement depends upon conditions specified in this agreement and making use of these premiums or benefits in good faith, as well as this agreement remaining in full effect and in force. Accordingly, in the event that the rights and interests arising out of and in connection with this Agreement are abused or misused by the Corporate or its agency/agencies, or tickets are issued for non-intended purposes, or discounted or free tickets issued pursuant to this Agreement are sold to non-associated third persons, and as a consequence Turkish Airlines incurs damages or losses because of such reasons, then Turkish Airlines will terminate this Agreement with immediate effect, without prejudice to its all other legal rights and remedies relating thereto. Thereupon, the Corporate or its agency/agencies will have no right to claim, including, but not limited to ticket sales commission under this Agreement. The Corporate will show maximum care and diligence in acting in good faith towards the intentions and purposes of this Agreement. Accordingly, it will be the responsibility of the Corporate to inform its agencies and employees accurately and to ensure complete and full compliance with the provisions and conditions of this Agreement. Failure of Turkish Airlines to use any of its rights, claims and remedies in connection therewith will in no case be construed as a waiver from such rights, claims and remedies.

### INCORRECTLY ISSUED TICKETS

**Article 11 (ii)** – The following specific rules apply in connection with tickets issued under this Agreement: -

- If a ticket is not issued in accordance with this Agreement or not issued in compliance with the terms and conditions applicable to those tickets, then Turkish Airlines may issue debit memos to the issuing agent.
- Turkish Airlines reserves the right to verify the eligibility of any person travelling on tickets issued under this Agreement and upon request the Corporate will provide Turkish Airlines with written documentation verifying that the traveler is an eligible traveler as defined under Article 6 of this Agreement.
- The Corporate shall be responsible for any misuse of tickets purchased with a discount under this Agreement.



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### TERM OF AGREEMENT, BREACH AND TERMINATION OF AGREEMENT

**Article 12.1** - This Agreement shall become effective as of **11/07/2023** and shall remain valid until **10/07/2024**. TACCP benefits listed in the exhibits are valid for 1(one) year. Turkish Airlines will determine the TACCP benefits level for the upcoming year according to the previous 12-month contract performance calculated by net flown revenue. TACCP benefits do not in any manner constitute any vested interest or acquired right. Turkish Airlines reserves the right to abolish the TACCP Program at any time.

**Article 12.2**- Either party has the right to terminate this Agreement unilaterally, in its sole discretion and at its convenience, by sending a 30 (thirty) days prior written notice of termination.

**Article 12.3** – Except as otherwise stated in this Agreement, if and when either party fails to comply with the provisions of this Agreement and fails to correct and remedy such breach or violation, within 15 (fifteen) days following the receipt of a written notice of default action of the other party requesting remedy thereof, then and in such case, the other party shall have the right to terminate this Agreement by sending a written notice of termination to the faulty party.

**Article 12.4** – The following, shall constitute an event of default, in consequence whereof Turkish Airlines may terminate this Agreement with immediate effect by sending a written notice of termination to the Corporate:

- Abolishment of Turkish Airlines Corporate Club by Turkish Airlines
- Breach or violation of article 6 and 11 hereof
- Breach of the confidentiality provisions
- Change of name, title or kind of company by the Corporate, or acquisition or purchase of its name, title or other assets and properties by third persons or entities, or assignment or transfer of the same to third person or entities, or merger of the Corporate with other companies
- Insolvency of the Corporate or bankruptcy, or entering into liquidation proceedings, or entering into composition with its creditors
- If the Corporate sends a written notice to Turkish Airlines informing the latter that the Corporate will not be capable of performing all or some of its obligations or covenants arising out of this Agreement due to financial, administrative, juridical, or any other cause and reason

**Article 12.5** - Except as otherwise stated, termination of the Agreement shall not affect or prejudice the accrued rights, interests and liabilities of the parties hereto or the ability of either party to claim or to bring action or legal proceedings against the other party.

### NON-TRANSFER AND NON-ASSIGNMENT OF THE AGREEMENT

**Article 13** – Without a prior written consent of Turkish Airlines, the Corporate may not directly or indirectly assign or transfer this Agreement in full or in part to third parties.

### CONFIDENTIALITY

**Article 14.1** – The terms and conditions of this Agreement are confidential information. Both Parties hereby agree and undertake to keep in strict confidence both the provisions of this Agreement and the information which is acknowledged as a result of implementation of this Agreement. Such information, data and documents will in no case be directly or indirectly disclosed or otherwise given to the public or third persons, without the prior written consent of the related or affected party.

The following information will not be treated or regarded as confidential information for any purposes hereunder:

- a) Information that has already become public.
- b) Information that is required to be disclosed as per the applicable laws or pursuant to a court decision or administrative order.
- c) Information that has already legally become the property of the receiving party prior to disclosure by the other party, providing that it is not received or acquired directly or indirectly from the disclosing party and is otherwise legitimately acquired by the receiving party, and information that has already been disclosed or given legitimately by a third person to the receiving party without any restriction on disclosure or dissemination; and
- d) Information that is independently created (developed) by the relevant party.



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**Article 14.2** – The Corporate will inform its agencies about the contents and confidentiality of this Agreement.

### NON-WAIVER

**Article 15** – Failure or delay of either party to use its rights and interests arising out of this Agreement due to and upon breach or violation of any one of the provisions or conditions of this Agreement by the other party shall not constitute or be treated as a waiver of such rights or interests, unless specifically and explicitly waived.

### NOTICE ADDRESSES AND NOTIFICATIONS

**Article 16** – The addresses of the parties hereto given in the introduction of this Agreement are their legal notice and domicile addresses, and unless and until a change of address is notified to the other party in writing no later than 3 (three) days of such change in address, the notices and correspondences delivered to the last known address of the recipient will be deemed to be valid and duly served hereunder.

All and any notices and correspondences relating to termination of this Agreement, breach of contract, default, written consent/approval demand, warning against non-payment of service fee or charge, or claims for any damages or losses by way of recourse or subrogation, as and when permitted or required under this Agreement, will be sent and delivered to the legal domicile and notice addresses of the parties hereto definitely by return requested registered mail, or by telegraph, or via a notary public, or by hand "against a dated and signed acknowledgement of receipt".

Other notices and correspondences relating to provision / modus operandi of the services, being the subject matter of this Agreement, may be sent or delivered by registered mail or courier or by fax and/or e-mail, provided that the original copy thereof is sent to the recipient immediately thereafter and a written "acknowledgement of receipt" is received from the recipient as a confirmation of delivery by hand.

In this context, the addresses and numbers for delivery of fax and/or e-mail are as follows:

#### **TURKISH AIRLINES**

Person(s) authorized to receive fax messages

Name and Surname

**AMIR PARSIAN**

.....

.....

Facsimile no: .....

E-mail address: [MARKETING.IFN@THY.COM](mailto:MARKETING.IFN@THY.COM)

#### **CORPORATE**

Person(s) authorized to receive fax messages.

Name and Surname

**Mr FARHAD BAHADOR**

**+989133061244**

.....

.....

Facsimile no: .....

E-mail address: [mohsentalaminaei@yahoo.com](mailto:mohsentalaminaei@yahoo.com)

### FORCE MAJEURE EVENTS

**Article 17-** Severe economic crisis affecting the aviation sector, strike & lockout, fire, war, terrorism, changes of laws or legislation after signature of this Agreement, decisions and orders of the government, natural disasters, acts of God, or decisions and orders of authorized bodies and governmental authorities which make it impossible for any party hereto to perform or fulfill all or some of its obligations and covenants arising out of this Agreement are considered and treated as force majeure events hereunder. As long as a force majeure event continues, the provisions of this Agreement will be suspended between the parties hereto, and if a force majeure event continues for more than **30 (thirty) days**, the parties hereby reserve and retain their rights to terminate this Agreement mutually or unilaterally and with immediate effect. For avoidance of doubt, this article shall not apply to the payment obligations under this agreement.

### RESOLUTION OF CONFLICTS

**Article 18-** Should any dispute arise between Turkish Airlines and the Corporate related to the interpretation or application of the Agreement and its Exhibits, the parties shall in the first place endeavor to settle such disputes in good faith by means of direct negotiation. However, if the parties do not succeed in resolving any dispute by negotiation, disputes will be governed by the Laws of Iran whose courts have exclusive jurisdiction.

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### OTHER PROVISIONS

**Article 19-** If any one of the provisions of this Agreement is or becomes invalid, illegal or unenforceable for any reason whatsoever, such invalidity, illegality or unenforceability will in no event prejudice or affect the validity, legality and enforceability of other provisions hereof.

This Agreement, including the Exhibits, constitutes the entire agreement between the Corporate and Turkish Airlines and supersedes all prior agreements whether written or oral, concerning the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the parties.

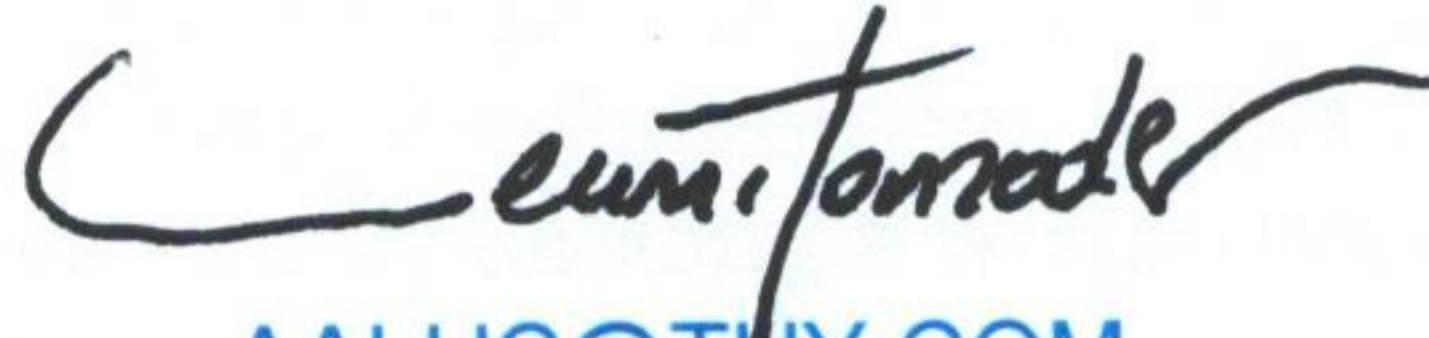
In Witness whereof, this Agreement, consisting of the 1 (one) cover page, 19 (nineteen) articles and 3 (three) Exhibits, is executed as 2(two) copies between the Parties hereto on 31/05/2024 upon full mutual consent.

### Turkish Airlines Inc.

### Corporate

Authorized Officer: Agah SELIM ALUC  
Title: General Manager

Signature:



E-mail

[AALUC@THY.COM](mailto:AALUC@THY.COM)

Business address

South Tohid Street  
Zhiyar Commercial Complex  
4<sup>th</sup> Floor / Unit 401  
Isfahan/IRAN

### **Attached Documents:**

- Exhibit (1): Definitions
- Exhibit (2): TACCP Benefits
- Exhibit (3): TACCP Discount Fares Ticketing Instruction

FARHAD BAHADOR

corporate communications of Isfahan  
Association Of Manufactures & Exporters Of  
Gold, Jewellery, Silver & Precious Stones,  
Isfahan branch

  
[mohsentalaminaei@yahoo.com](mailto:mohsentalaminaei@yahoo.com)

[anjomantalla@gmail.com](mailto:anjomantalla@gmail.com)

No 352, 2nd Floor, Grand Hakim Commercial  
Complex, Hakim St. Isfahan/IRAN



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### EXHIBIT - 1: Definitions

Back-end Incentive	Incentive paid on Airline net flown revenue at the end of the travel period based on the fulfilment of the minimum commitments.
Booking Class	The letter used to access inventory when making a reservation. (Usually appears as the first letter of the fare basis code.)
Cabin Class	The cabin of service on board the aircraft. (First, Business, or Economy (Coach))
City Pairs	Specified "from/to" cities on a single flight coupon.
Code-Share	A single flight operated by one Airline, and having flight numbers from one or more other Airlines.
Complimentary Ticket	A ticket which does not generate revenue.
Corporate Net Rates	Fixed fares for a specified period of time on a specified O+D, granted to a corporation pursuant to a Star Alliance Corporate Plus.
Front-end Incentive	Discount taken at time of ticketing. Also known as "Point of sale" or "at-source" discount.
Gross Flown Revenue	The lifted/flown coupon value, excluding taxes and charges.
Marketing Airline	The airline selling a seat using its own flight number on a flight operated by another Airline.
Marketing Flight Number	An Airline's flight number as it appears on a flight operated by another Airline.
Minimum Commitments	Targets that must be achieved in order to qualify for specified incentive types
O+Ds	The origin and destination of a journey.
Operating Airline	The Airline operating the flight, regardless of flight number.
OSI	"Other Services Indicator" identifies special reservation requests and may be used for tracking purposes.
Paid Class	The booking class for which the customer paid, regardless of cabin class actually flown.
Preferred Airline	The Corporate shall designate the Participating Airlines as "Preferred Airlines", meaning that the Corporate's travel policy and any online booking tool shall support use of the Participating Airline.
Point of Origin (PoO)	The city or country from which air transportation commences.
Point of Sale (PoS)	The country or region in which a ticket is purchased.
Plating Airline	The airline whose plate is printed on the ticket to be used for transportation.
Qualifying Ticket	A ticket which is prepared for an Eligible Traveller in accordance with this Agreement, for which all fare and ticketing rules are observed.
Subsidiary	Companies in which the contracted corporation has an interest of 51% or more.
Ticket	The flight document used for air transportation.
Ticket Designator	A unique ticketing code that identifies contracted discount.
Tour Code	A unique code inserted on the ticket that is used for tracking purposes.
Unrestricted Fares	Can also be referred to as "Normal Fares." Those fares without restrictions, such as advance purchase, stopover restrictions, or minimum stay requirements that usually have a validity of one year.
Upgrades	Authorization to fly one class of service higher than the class of service purchased.
Value Adding Benefits	Amenities provided in conjunction with a corporate agreement.

Not all of the foregoing definitions will be used in every agreement



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### EXHIBIT - 2: TACCP Benefits

Tour Code of the Corporate: CCC53956

**TABLE A: TACCP Discount Scheme**

TURKISH AIRLINES CORPORATE CLUB		TO BEYOND							TO TÜRKİYE					Corporate Club Card Amount
Sub Categories	Target Amount	C,D	Z,K	J	Y,B,M,A,H	S,O,E	Q,T	L,V,P,W,U	C,D	Z,K,J	Y,B,M,A,H	S,O,E,Q,T	L,V,P,W,U	
B3	300000-429999	16%	13%	8%	12%	9%	6%	3%	8%	6%	5%	3%	2%	20

- The discounts are determined according to the annual revenue target. All discounts are deducted from the Base Fare amount only (taxes and surcharges are not included). If the Corporation fails to meet its annual revenue target, it will either not be allowed to continue its participation in the program or will be able to participate but at a lower discount level. All discounts are granted on the "Adult type" fare amount only. No discounts will be granted for Codeshare flights or through fares based on SPA Agreements. Likewise, discounts will not be offered on flights operated by AnadoluJet (Flight Series TK7000 to TK7999). If the corporate fails to reach the target, the vested and accrued rights for discounted rates are not reclaimed or recalled. Turkish Airlines may apply the general changes of the booking classes to TACCP Discount Fares anytime.
- In the event of TACCP Discount Fares are used for the group reservations, the rules and applications of group reservation will be valid.
- In the event of any change to the reference published fares, the percentage discount will apply to the new fare and the Corporate fares adjusted accordingly.
- **Please see ticketing instruction in Exhibit-3 for the other rules & applications concerning TACCP discount fares.**

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**TABLE B: Free Baggage Allowances**

FREE BAGGAGE ALLOWANCES FOR CORPORATE FARES		
FREE BAGGAGE ALLOWANCE FOR CORPORATE TRAVELER		
	TYPE	BAGGAGE ALLOWANCE
ALL <b>WEIGHT</b> CONCEPT	ECONOMY	as per published allowance <b>+ 10 KG</b>
	BUSINESS	
ALL <b>PIECE</b> CONCEPT	ECONOMY	as per published allowance <b>+ 1 PCS (23 KG)</b>
	BUSINESS	as per published allowance <b>+ 1 PCS (32 KG)</b>

- TACCP free baggage allowance is valid and applicable only in Turkish Airlines operated flights and only if TACCP discount are used. TACCP free baggage allowance is shown on the ticket. Baggage weighting more than 32 kg. is not accepted on Turkish Airlines flights.

**TABLE C: Turkish Airlines Corporate Club Card**

	
Cooperate Club Card Amount	20

- Turkish Airlines Corporate Club Card holders are entitled to use the CIP lounges and the Business class check-in counters in the country, which is signified on the card and only when they travel on international flights operated by Turkish Airlines. (AnadoluJet flights are excluded). The card might not be valid in some airports due the restrictions of the airport operating authority.

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### EXHIBIT - 3: TACCP Discount Fares Ticketing Instruction

FLEXIBILITY TABLE		FARE RULE	FULL FLEXIBLE (CORP1/COORP1)				SEMI FLEXIBLE (CORP3/COORP3)				PUBLISH (CORP4/COORP4)			
		FARE CLASS	C,D,Z,K,J,Y,B,M,A,H,S,O,E				Q,T,L,V,				P,W,U			
ORIGIN	DESTINATION	Flexibility Type	REBOOKING	REROUTING	REFUND	NOSHOW	REBOOKING	REROUTING	REFUND	NOSHOW	REBOOKING	REROUTING	REFUND	NOSHOW
FAR EAST AMERICA AFRICA MIDDLE EAST	ALL COUNTRIES	>>>>>>>	FREE	FREE	FREE	FREE	FREE	FREE	\$ 80	\$ 80	AS PER PUBLISHED FARES			

### EXHIBIT - 4: Removal of Holiday and Exotic Destinations from Corporate Fares

In order to prevent the misuse of advantages offered to companies within the scope of TACC products, for holiday and exotic destinations are updated as below, corporate discounts and other advantages have removed from the **corporate agreements to be made / renewed**. As updated list, it will continue to be excluded from corporate fares in 2023. Promocode product is not included in this scope.

**Mahe Island, Male, Mauritius, Seychelles, Cebu, Phuket, Zanzibar, Cancun, Antananarivo, Sharm El Sheikh, Marrakech, Bali, Malaga, Nice, Aqaba, Batumi, Dubrovnik, Sochi, Skopje, Rovaniemi, Hurghada, Havana, Madinah, Bodrum, Dalaman, Trabzon, Ercan, Nevşehir, Edremit and Ordu - Giresun**



**Turkish Airlines Corporate Club Premium Agreement**

This Agreement is entered into by

**TURKISH AIRLINES INC.**, a company registered in Turkey and having its registered offices at the address of **General Management Building, Ataturk Airport, Yesilkoy, 34149, Istanbul, Turkey** (Isfahan Office of Turkish Airlines having its registered Office at the address of No. 401, ZHIVAR Complex, TOHID St. Isfahan, Iran)

And

**Isfahan Association Of Manufactures & Exporters Of Gold, Jewelry, Silver & Precious Stones** having its registered offices at the address of **No 352, 2<sup>nd</sup> Floor, Grand Hakim Commercial Complex, Hakim St. Isfahan, Iran** under the following terms and conditions.

For the purposes and in the context of this Agreement, **TURKISH AIRLINES INC.**, shall hereafter be shortly referred to as “**Turkish Airlines**”, and **Isfahan Association Of Manufactures & Exporters Of Gold, Jewelry, Silver & Precious Stones** shall hereafter be shortly referred to as “**Corporate**”.



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