

TURKISH AIRLINES CORPORATE CLUB PROGRAMME AGREEMENT

This Turkish Airlines Corporate Club Programme Agreement (the “**Agreement**”) governs the relationship between Turkish Airlines (“**TK**”) and the corporate entity identified in the signature page hereto (the “**Corporate**”) with respect to the Corporate's participation in the Turkish Airlines Corporate Club programme (the “**Programme**”).

1. SUBJECT AND PURPOSE

This Agreement sets down the terms and conditions of the Programme and resulting rights and obligations of TK relating to the Programme. This Agreement additionally sets out the eligibility of the Corporate for Programme and the rights and obligations related to the participation in the Programme for the Corporate.

The purpose of this Agreement is to determine and regulate the conditions of eligibility for the benefits and advantages provided by this Programme in consideration of preference of TK for international flights by persons travelling on behalf of and for the business of the Corporate.

2. PROGRAMME BENEFITS

Upon execution of this Agreement, the Corporate shall become eligible for certain benefits as part of the Turkish Airlines Corporate Club Programme. The benefits available to the Corporate may include, but are not limited to, the following, as determined by TK at its sole discretion and subject to change:

- **Discounts.** The Corporate may be eligible for negotiated discount rates on international air tickets issued for travel departing from the agreed origin station(s).
- **Additional Baggage Allowance.** The Corporate's eligible travelers may receive an additional free baggage allowance on international flights departing from the agreed origin station(s), when travelling on applicable Corporate fares. The additional baggage allowance is valid only for flights where the weight (kg) concept is applied (+10 kg). In flights where the piece concept is applied, the allowance is up to one additional piece of 23 kg per piece as a maximum of 32 kg per piece.
- **Flexible Ticket Change and Refund Conditions.** Eligible Corporate travelers may benefit from more flexible ticket change, rerouting and refund conditions compared to standard published fares, as applicable to the booking class and fare used.

TK holds the right to alter the discount amounts and other benefits at any time. TK reserves the right to change, modify or discontinue any of the programme benefits without prior notice. The Corporate acknowledges that the benefits described in this Section do not constitute vested or acquired rights.

3. ELIGIBLE TRAVELLERS

The discounts, additional free baggage benefits and other promotional incentives allocated as part of this Programme are primarily applicable on travels of the Corporate's own employees. The employees of subcontractors of the Corporate and the Corporate's own dealers, resellers and distributors, and other third persons travelling at the cost of the Corporate within the frame of the Corporate's marketing activities, will also be eligible for the same allowances, subject to the air ticket being billed directly to the Corporate.

Employees of the Corporate may continue to separately use their own Miles & Smiles cards. TK retains its right to determine the number and category of miles to be applied on these flights within the scope of its Miles & Smiles programme.

4. COMPANY'S CODE

A Tour Code will be allocated to the Corporate for performance monitoring purposes and shall be filed together with discounted rates. In cases of ticketing to the name of the Corporate except for special discounts, the Tour Code shall be filed and entered manually. It is the responsibility of the Corporate to inform its authorised

agency/agencies of the correct Tour Code. TK may in no case be held liable for faults caused by failure or negligence of the Corporate in entering the correct code.

5. AUTHORISED AGENCIES

The Corporate may designate up to 3 (three) IATA-accredited travel agencies to whom the applicable corporate fares and conditions shall be filed. The Corporate shall inform TK in writing of any change of authorised agency/agencies. In case of change or replacement of agency/agencies, the discounted rates shall be filed and loaded to the new agency's system within a period of 21 (twenty-one) to 60 (sixty) days.

6. MISUSE OF BENEFITS

In the event that the benefits arising out of and in connection with this Agreement are willfully abused or misused by the Corporate or its agency/agencies, or tickets are issued for non-intended purposes, or tickets issued pursuant to this Agreement are sold to third persons, TK shall terminate this Agreement with immediate effect, without prejudice to all other legal rights and remedies. The Corporate shall demonstrate maximum care and diligence in ensuring compliance with the provisions of this Agreement and shall be responsible for accurately informing its agencies and employees thereof.

7. SANCTIONS COMPLIANCE

The Corporate represents and warrants that it and its owners, shareholders, employees, officers or affiliates shall comply with all applicable sanctions laws and regulations including but not limited to those administered by the United States of America, the European Union and the United Nations ("**Sanctions Laws**").

The Corporate represents and warrants that it would not cause TK to be in violation of any Sanctions Laws in the execution of this Agreement. Within the scope of operations in relation to the EU under this Agreement, the Corporate represents and confirms that it shall issue, arrange or intermediate flight tickets destined to Russia solely in connection with business related purposes.

The Corporate acknowledges, represents and accepts that TK shall not make, and shall have no obligation to make, any direct or indirect incentive or similar payment in relation to ticket transactions which involve an EU nexus and are destined to Russia, and made for touristic (non-essential/leisure) travel purposes, pursuant to Article 5n(2) of Council Regulation (EU) No 833/2014 and other restrictive measures adopted by the European Union regarding Russia, and the Corporate expressly and irrevocably waives any right or claim in this respect. Any payment obligation of TK (if any), in relation to such ticket transactions involving an EU nexus and destined to Russia, shall be solely limited to those which are made for business related purposes within the scope of the services under this Agreement.

If the Corporate breaches its obligations under this Section, TK shall be entitled to terminate this Agreement without any further liability on its part. TK expressly reserves its right to seek compensation from the Corporate for any losses, damages or liabilities arising out of or in connection with any breach of this clause.

The Corporate shall indemnify, defend and hold harmless TK, its affiliates, directors, officers, employees and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) any breach of this clause by the Corporate; (ii) any negligent or willful act or omission of the Corporate; or (iii) any violation of applicable laws and Sanctions Laws by the Corporate.

Prior to or together with signing this Agreement, the Corporate shall sign and deliver to TK specific representations and warranties substantially in the format in **ANNEX 1** to this Agreement.

8. TERM OF AGREEMENT

This Agreement shall become effective as of the first day of the month following the date of signature hereof and shall remain valid for an initial term of 1 (one) year thereafter. Upon expiration of the initial term, this Agreement shall automatically renew for successive periods of 1 (one) year each, unless either TK or the

Corporate provides notice of non-renewal to the other party no later than 30 (thirty) days prior to the expiration of the then-current term.

If the Corporate has not recorded any flight activity under this Agreement during the term, TK reserves the right not to renew the Agreement for the subsequent term. No financial penalties shall be imposed on either party in this regard.

9. TERMINATION

Both Parties shall at all times during the term of the Agreement have the right to terminate this Agreement unilaterally, by sending 30 (thirty) days prior written notice of termination.

If either party fails to comply with the provisions of this Agreement and fails to remedy such breach within 15 (fifteen) days following receipt of a written notice of default, the other party shall have the right to terminate this Agreement by written notice.

The following shall constitute events of immediate termination:

- Breach of the confidentiality provisions;
- Acquisition, assignment or transfer of the Corporate's name, title or assets to third persons, or merger of the Corporate with other companies;
- Insolvency or bankruptcy of the Corporate, or its entering into liquidation proceedings, or entering into composition with creditors.

10. NON-TRANSFERABILITY

Without prior written consent of TK, the Corporate is not permitted to assign or transfer this Agreement in full or in part to third parties, nor to take actions leading indirectly to such results.

11. CONFIDENTIALITY

Both Parties agree and undertake to keep in strict confidence the provisions of this Agreement and any information which may come to their knowledge as a result of its implementation. Such information shall not be directly or indirectly disclosed to the public or third persons without prior written consent of the disclosing party.

The Corporate shall inform its agencies about the contents and confidentiality of this Agreement.

12. FORCE MAJEURE

Strike and 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 governmental authorities which make it impossible for any party to perform all or some of its obligations are considered force majeure events. Within no later than 2 (two) business days following occurrence of any such force majeure event, the affected party shall inform the other party.

As long as a force majeure event continues, the provisions of this Agreement shall be suspended, and if such event continues for more than 30 (thirty) days, either party shall have the right to terminate this Agreement with immediate effect.

13. DISPUTE RESOLUTION

Should any dispute arise between TK and the Corporate related to the interpretation or application of this Agreement, the parties shall in the first place endeavor to settle such disputes in good faith by means of direct negotiation.

If the parties do not succeed in resolving any dispute by negotiation, Republic of Türkiye shall have jurisdiction. This Agreement is governed by the laws of Republic of Türkiye.

14. GENERAL PROVISIONS

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity shall not prejudice or affect the validity and enforceability of the remaining provisions.

Failure or delay of either party to exercise its rights upon breach of any provision by the other party shall not constitute a waiver of such rights, unless specifically and explicitly waived.

ANNEXES:

Annex 1 – Sanctions Compliance Undertaking – EU Nexus

SIGNATURE PAGE:

TURKISH AIRLINES:

Name: **Turkish Airlines Inc**, incorporated under the laws of Turkey, registry code 75184

Signature:

Represented by: Yasin KAPANCI

Title General Manager

Address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tartu mnt 101, 10112

E-mail: TallinnMarketing@thy.com

CORPORATE:

Name: Kaitsevägi incorporated under the laws of Estonia, registry code 70008641

Signature:

Represented by: Vahur Karus

Title Chief of Staff of the Headquarters of the Estonian Defence Forces

Address: Juhkentali 58, 15007, Tallinn

E-mail: mil@mil.ee

ANNEX 1 - Sanctions Compliance Undertaking - EU Nexus

Sanctions Compliance Undertaking - EU Nexus

We represent and warrant that we comply with all applicable restrictive measures of the European Union against Russia and Belarus, including but not limited to Council Regulation (EU) No 833/2014, as amended, and in particular the provisions concerning the prohibition of services directly related to tourism activities in Russia or Belarus.

In this respect, within the scope of our operations in relation to EU, we represent and confirm that we issue, arrange or intermediate flight tickets destined to Russia or Belarus solely in connection with business related purposes; and we do not, directly or indirectly:

- Sell, offer, arrange, facilitate, promote, or market touristic travel to Russia or Belarus;
- Provide, arrange, or intermediate any tourism-related services concerning Russia or Belarus, including but not limited to package travel, leisure or holiday trips, accommodation, tours, or similar services; or
- Issue, arrange, or intermediate flight tickets to Russia or Belarus in connection with touristic or leisure travel, or as part of tourism-oriented services.

We further represent that any services provided in connection with flights destined to Russia or Belarus, if any, are strictly limited to non-touristic purposes permitted under applicable EU regulation, including but not limited to business, official, humanitarian, family, or other essential travel purposes.

In the event that ticketing transactions for flights, which involve an EU nexus and destined to Russia or Belarus, are nevertheless carried out for touristic (non-essential or leisure) travel purposes, we acknowledge and agree that Turkish Airlines ("THY") shall have no obligation to make any direct or indirect incentive or similar payment in relation to such transactions. Also, we expressly acknowledge and agree that THY, its affiliates, directors, officers, employees, agents shall be fully released and held harmless from, and shall bear no liability whatsoever for, any claims, losses, damages, costs, or expenses, and that we shall have no right to seek indemnification, defense, or any similar remedy from THY in connection with any ticketing transactions for flights destined to Russia or Belarus carried out for touristic (non-essential or leisure) travel purposes.

Furthermore, if we breach any of our obligations under this undertaking, THY shall be entitled to terminate any and all business relationships with us, with immediate effect and without incurring any liability. THY expressly reserves all its rights to seek compensation from us for any losses, damages or liabilities arising out of or in connection with any breach of this undertaking.

Duly authorized on behalf of Kaitsevägi

Signed:

Name: Vahur Karus

Title: Chief of Staff of the Headquarters of the Estonian Defence Forces

Date: