

Turkish Corporate Club Program Frame Agreement

AGREEMENT

This Agreement is a Special Corporate Program Frame Agreement entered into by and between on one hand:

TURKISH AIRLINES INC., having its registered offices at the address of Genel Yönetim Binası, Atatürk Havalimanı, Yeşilköy, İstanbul.

and on the other hand:

Cairo Chamber Of Commerce.

having its registered offices at the address of:

4, Midan El-Falaky, Cairo –Egypt.

under the following terms and conditions.

For the purposes and in the context of this Agreement, Türk Hava Yolları A.O. shall hereafter be shortly referred to as “**THY**”, and Cairo Chamber of Commerce shall hereafter be shortly referred to as the “**Corporate**”.

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SUBJECT OF THE AGREEMENT

Article 1 – This Agreement sets out the terms and conditions of for eligibility of the Corporate for the “Turkish Corporate Club” program of THY.

PURPOSE OF THE AGREEMENT

Article 2 – The purpose of this Agreement is to determine and regulate the conditions of the eligibility of the Corporate to the benefits and advantages of the incentives and discounts provided by this program by THY In consideration the designation and appointment by the Corporate of THY as its preferred airline for domestic and international flights by the eligible persons travelling on behalf of and for the business of the Corporate.

CONTENTS OF THE AGREEMENT

Article 3 – Upon signing this Agreement, the Corporate will become eligible for the discounts at the rates listed in Exhibit-1 hereof for tickets in classes *F/C/D/J/U/Y/B/M/K/H/S/E/Q/T* in respect of all international travels departing from TURKEY for eligible travelers as defined in Article 11. The discount rates will be determined and allocated to the Corporate over the target scale rates, and the discounted prices will be filed to the Corporate's agency/agencies by "private filing" method and administered separately for each Corporate. The Corporate will be entitled to take advantage of discounted rates and prices only as of the date they are filed and loaded to the system of its agency/agencies. Accordingly, prior to the time the rate filing and loading process is completed, the Corporate will be subject to non-discounted rates and prices, and no payment/refund will be made to the Corporate for this period. Transactions to be effected via sales channels other than the agency/agencies of the Corporate to whom the discounted rates are filed will in any case be subject to the then-current (non-discounted) system rates and prices. THY reserves its right to change the discounted amount with a written notice 15 days prior to the change date. Discounts will not be effective on flights operated under Anadolu Jet brand (flights number from TK7000 to TK7999).

Article 4 – The discounted rates and prices will be filed by "private filing" method to the name of a maximum of 3 (three) IATA agencies and at locations to be designated and named to THY by the Corporate. In the event of a change of agency or location, the discounted rates may be filed and loaded to the new agency's system only within a period varying between 21 (twenty-one) and 60 (sixty) days. In the event of any change or replacement of agency/agencies or the agent's location by the Corporate, the Corporate will be liable for any loss that may be attributable to the failure or delay of the Corporate in timely notification of such change or replacement to THY at any time until the discounted rates and prices are reloaded. In such cases THY will not be liable for any such damages and losses.

Article 5 – The Program-member Corporate will be granted an additional free baggage allowance as specified in Exhibit 1, for eligible travelers, as defined in Article 11, applicable only for the discounted tickets issued under this Agreement. This additional baggage allowance will be filed and loaded by "private filing" method together with the discounted rates and prices.

Article 6 – In consideration of the air tickets to be purchased in TURKEY by the Corporate during the term of the Agreement, the Corporate will be granted "allowance" by THY through a promotional incentive application at scale rates set out at Exhibit-1 calculated separately on the first, business, comfort and economy class flight revenue created by the Corporate which will be assessed and calculated on TRL basis. A Credit Account will be opened in TRL in the name of the Corporate up to the incentive pays and premiums calculated as above. The Corporate will use such allowance for purchasing free domestic and international tickets (except for code share travel), upgrade and "Corporate Club Card". Against such crediting, the Corporate will be asked to issue and provide a "Turnover Premium Invoice" in an amount equal to the total sum of incentives granted as above, together with VAT levied thereon. This Turnover Premium Invoice with VAT is required to be sent and delivered to THY within no later than 30 (thirty) days following the date of receipt of the notice of allowance by the Corporate as above. If no such invoice is delivered within the cited period of 30 (thirty) days, the Corporate will forfeit and lose its right of allowance. The Corporate may in no case and for no cause use its allowance by any means or through any benefits other than those specifically permitted in this Article. The program member institutions or entities which are not permitted by laws to issue and provide "Turnover Premium Invoice" with VAT will be asked to issue and sign a "Certificate of Receipt". Purchase of free domestic / international air tickets (free tickets must be used within 1 (one) year following the date of issue), upgrade and purchase of "Corporate Club Card" will all be followed up and handled through THY offices where the aforementioned Credit Account is opened. Except for the termination of this Agreement by THY for a just cause, the allowances granted as above may be used within 1 (one) year following delivery of the "Turnover Premium Invoice with VAT / the Certificate of Receipt". In case of any misuse the Corporate will forfeit and lose its rights relating to free tickets and THY will have the right to terminate this agreement forthwith. At no time or for any reason may the Corporate have any financial claim against THY for any cash or non-cash benefits, damages, compensation or other claim, in lieu of the value of any benefit or discount provided under the terms of this Agreement.

Article 7 – THY reserves the right to refuse requests made by the Corporate for free tickets for any routes, flights and dates, in the case of non-availability of seats on relevant flights.

Article 8 – The Corporate will be granted a "Corporate Club Card" for use by senior management of the Corporate, valid for 2 (two) years starting from the effective date of this Agreement. The holder of "Corporate Club Card" will, together with an accompanying guest, be entitled to use the CIP halls and the Business Class check-in counters in TURKEY during his THY international travels departing from TURKEY, irrespective of his ticket class (Anadolu Jet flights are exempted, flights number from TK7000 to TK7999). The number of "Corporate Club Cards" to be issued and granted to the Corporate will be determined and decided by THY in its discretion and proportion to the Corporate's target turnover (revenue). The Corporate may purchase additional cards in excess of the number of cards allocated by THY at the discretion of THY provided that the number of Corporate Club Cards issued to the Corporate does not become any contractual term under this or any future agreement, and such additional cards are always provided at the discretion of THY.

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Article 9 – For the purpose of this Agreement, the Corporate will designate and promote THY as the Corporate's preferred airline for all business travel in its official travel policy and to its personnel travelling for business purposes and to its authorized agency/agencies.

Article 10 – Employees of the Corporate may continue to use their Miles&Smiles cards. THY reserves its right to determine and arrange the number and category of miles to be applied to the flights under this Agreement under its Miles&Smiles program.

Article 11 – The discounts, additional free luggage rights benefits and other promotional incentives under this Agreement are primarily and mainly applicable to eligible travelers of the Corporate. Eligible travelers include the Corporate's own employees, employees of any subsidiary company controlled by the Corporate, the employees of subcontractors of the Corporate and the Corporate's own contractors, and other third parties travelling at the expense of the Corporate (air ticket is required to be billed directly to the Corporate) within the scope of the Corporate's own marketing promotions and activities (third parties covered by the Corporate customer fidelity program or similar other programs and practices are excluded). However, the "Corporate Club Card" will be issued and allocated only to the Corporate's own managers and executives. The Corporate hereby acknowledges and agrees that the persons to whom tickets are issued under this Agreement are eligible travelers under this Agreement and that it is a party of employment or business relations with the persons in whose name tickets are issued, and that any tickets issued outside of the scope of this agreement to ineligible persons or to unauthorized agents are forbidden. In the event of any such unauthorized ticketing THY shall have the right to terminate this Agreement forthwith.

Article 12 – The Corporate will not be held obliged or liable to reach the target scales during the first term of the arrangements under this Agreement, but at the time of renewal of the term of this Agreement, in respect of the performance assessment of the Corporate, it will be in the sole commercial discretion of THY whether to grant or apply discounts for following term or to refuse to allocate such discounts unless certain flight revenue is achieved.

TICKETS ELIGIBLE FOR INCENTIVES

Article 13 – Any tickets, which are the subject matter of this Agreement, must have been issued through the Corporate's contracted agency/agencies in TURKEY and at approved locations and using the THY stocks (THY ticket stock includes the tickets starting with 235 IATA no.). The calculation of incentives will be based only on the flight revenue data of THY itself. THY's flight revenue refers to and means the net income of flight ticket coupons of THY, excluding taxes and other charges (service fee, fuel surcharges, VAT levied on domestic flights etc.). Accordingly, the incentive calculations will exclude any flight ticket coupons of other airlines, or flight ticket coupons issued by using ticket stocks of other airlines but used on THY flights, or promotional fares, or pure domestic flights in Turkey, Anadolu Jet flights (flights number from TK7000 to TK7999), code-share flights, Pilgrimage/Umrah flights, pass/free tickets, and discounted rates applied for children, infants, companions, disabled, elderly, adolescents, students, teachers, disabled war veterans, soldiers, etc.

COMPANY'S CODE

Article 14 – A "Tour Code" will be allocated to the Corporate for performance monitoring and assessment purposes and this Tour Code will be filed together with discounted rates. In the case of ticketing to the name of the Corporate except for special discounts, the Tour Code will be filed and entered manually. To enter the code number of the relevant Corporate in the Tour Code field will be the responsibility of the Corporate who will further and also be responsible to advise this to its authorized agency/agencies. THY will not be liable for any faults or other problems that may be caused by the failure or negligence of the Corporate in entering the correct code number or Tour Code designated to it.

CORPORATE'S DATA AND INFORMATION

Article 15 – The Corporate hereby agrees and undertakes to procure from its authorized agency/agencies and submit and deliver to THY all data and information relating to its total sales and THY ticket sales (separately for domestic and international lines and by routes/destinations) on monthly basis and in the format requested and specified by THY. In the case of failure of the Corporate in provision of such information and data within 30 (thirty) days following the end of a monthly period, it will be in the sole discretion of THY to decide to or not to terminate this Agreement forthwith with the Corporate. If THY elects to terminate this Agreement, then such termination will be regarded and treated as a "termination for just cause".

Article 16 – The Corporate will prepare and issue on its letterhead a written list showing the first and last names and positions of its managers and higher ranks of executives to whom a Corporate Club Card is requested to be allocated hereunder, such letter to be signed by a senior executive of the Corporate (by the same executive who has signed this Agreement for and on behalf of the Corporate), and will deliver the same to THY both in writing and by e-mail.

Article 17 – The Corporate may, at its own risk and subject to retaining all of its obligations and liabilities towards THY under this Agreement, delegate or authorize its agency/agencies to take actions in respect of use of its rights and interests arising out of this Agreement. In this case, however, the Corporate shall inform THY in writing of the agency/agencies authorized as above by sending a notice issued in the format shown in Exhibit-2 hereof.

Article 18 – In the case of any loss/theft of the "Corporate Club Cards" at any time throughout the validity term of this Agreement, the cardholders will lose their eligibility for the rights and benefits under the missing card. The Corporate will report such loss / theft to THY as soon as possible, and the cardholders will become eligible for the card rights and interests only after a new card is printed and issued. If the Corporate requests any change or replacement of a person holding a "Corporate Club Card", such request will be acceptable only upon return of any one of the existing cards to THY, and a new card will not be issued unless and until the former card is returned.

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Article 19 – Holding and Group Companies relating to the Corporate (including subsidiaries and affiliates) may be included in the program where 50% or more of their shares are held by the Corporate. In such cases, a list of subsidiaries and affiliates where the Corporate holds 50% or more of the shares will be issued on the Corporate's letterhead and will be delivered to THY by hand, by mail or by e-mail.

Article 20 - Without prejudice to the provisions of third article here above, "allowances" will be granted through a promotional incentive application at scale rates shown in Exhibit-1 over the flight income created by the program-member Corporate in 1 (one) year. The allowances will be usable only for purchasing free ticket, upgrade and Corporate Club Card. If allowances are used for free tickets, the ticket prices will be calculated over the then-current normal rates with no further discount.

Allowances will be used within 1 (one) year following the date the relevant turnover premium invoice with VAT is issued. Ticketing for the free tickets usable by the Corporate out of its accrued allowances may only be carried out in the form of e-tickets issued through THY Sales Offices where a credit account is opened in the name of the Corporate. Refunds for these tickets will be made against a return invoice to the said credit account by THY Sales Office which has issued the relevant ticket.

Article 21 – For all ticket sales, replacement, cancellation, return, upgrade and "Corporate Club Card" transactions or proceedings relating to its allowances, the Corporate will apply in writing to THY Sales Office where a credit (allowance) account is opened in its name.

EFFECTIVE DATE OF THE AGREEMENT

Article 22 – From the date the Corporate becomes eligible for incentive premiums or benefits under this Agreement or receives such premiums or benefits prior to the signing of this Agreement, then it is subject to the conditions set out in this Agreement. However, the Corporate will be similarly bound if it uses its rights and interests arising out of and in connection with this Agreement in compliance with this Agreement, and this Agreement is in effect and in force as of that time. 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 advantageous tickets issued pursuant to this Agreement are sold to third persons, and THY suffers damages or losses because of such reasons, then THY 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 of claim, including, but not limited to, allowances, 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 THY to use any of its rights, claims and remedies in connection therewith will in no case be construed as a waiver from its such rights, claims and remedies.

TERM OF AGREEMENT, BREACH AND TERMINATION OF AGREEMENT

Article 23.1 – This Agreement will become effective as of the first day of the month following the date of signature hereof and will remain valid for 1 (one) year thereafter. The incentive and allowance rates listed in the Exhibit-1 of this Agreement will be valid and applicable for 1 (one) year and do not constitute any fixed price or acquired right. Exhibit-1 will be renewed by THY and presented to the Corporate in writing at the end of 1 (one) year.

Article 23.2 – At the end of 1 (one) year, this Agreement will automatically terminate without any further warning, notice or any other legal action or procedure. Provided, however, either parties will at all times during the validity term hereof have the right to terminate this Agreement unilaterally, in its sole discretion and without cause by sending a 30 (thirty) days' prior written notice of termination.

Article 23.3 – If and when either party fails to comply with the provisions of this Agreement and fails to correct and remedy its such breach or violation within 15 (fifteen) days following receipt of a written notice of default from the other party requesting remedy thereof, then and in this case, other party will have the right to terminate this Agreement by sending a written notice of termination to the party in default.

Article 23.4 – Upon occurrence of any one of the following events, THY may terminate this Agreement with immediate effect by sending a written notice of termination to the Corporate:

- Breach or violation of article 22 hereof;
- Delivery of 3 (three) written warnings to the Corporate throughout the term of this Agreement because of any defaults or breaches, also including, but not limited to, the acts or omissions of the agency(ies) or other relevant employees designated or authorized by the Corporate hereunder;
- Breach of the confidentiality provisions or clauses of this Agreement by the Corporate;
- Change of name, title or type 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 its being adjudged bankrupt, or entering into liquidation process or proceedings, being unable to meet its debts as they fall due or entering into composition with its creditors; or
- If the Corporate sends a written notice to THY 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, judicial or other similar causes and reasons.

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Article 23.5 – Except for termination of this Agreement by THY due to just causes and reasons, termination of the Agreement will not affect or prejudice the accrued rights, interests and liabilities of the parties hereto or the ability to claim and take action

by either party against the other party. In the case of termination of this Agreement by THY for "just causes", the Corporate will not have any right of claim in respect of its rights and interests arising out of this Agreement.

NON-TRANSFERABILITY AND NON-ASSIGNABILITY OF THE AGREEMENT

Article 24 – Without a prior written consent of THY, the Corporate is neither allowed to assign or transfer this Agreement in full or in part to third parties, nor permitted to take actions leading indirectly to such results or outcomes.

CONFIDENTIALITY

Article 25.1 – Both Parties hereby agree and undertake to keep in strict confidence both the provisions of this Agreement and the information which may come to their knowledge as a result of implementation of this Agreement. Such information, data and documents will not be directly or indirectly disclosed or otherwise given to the public or third persons, without a prior written consent of the other party.

The following information will, however, 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 under the applicable laws or pursuant to a court judgment 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.

Article 25.2 – The Corporate will inform its agency/agencies about the contents and confidentiality of this Agreement.

NON-WAIVER

Article 26 – 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 will not be construed or be considered and treated as a waiver of it from such rights or interests, unless specifically and explicitly waived therefrom.

NOTICE ADDRESSES AND NOTIFICATIONS

Article 27 – 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 in advance, the notices and correspondences delivered to the last known address of the recipient will be deemed to have been validly 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 registered letter, return requested, or by cable, 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 either as specified in the preceding paragraph of this article or by fax and/or e-mail providing 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.

The addresses and numbers for delivery of fax and/or e-mail as above are as follows:

Corporate	THY
Person(s) authorized to receive fax messages Name and Surname ..Mohamed Samir Fahmy..... Facsimile no: ..02 27944328.....	Person(s) authorized to receive fax messages Name and Surname Neveen Elbadawy..... Facsimile no: ..02-23964105..
E-mail address: ..mekesoke@yahoo.com.....	e-mail address:.. neveen.thy@deryatravel.com.eg

FORCE MAJEURE EVENTS

Article 28 – 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

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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. Within no later than 2 (two) business days following occurrence of any one or more of the above mentioned force majeure events, the party affected therefrom will inform the other party of such force majeure event(s) and the date of occurrence thereof.

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.

RESOLUTION OF CONFLICTS

Article 29 – Should any dispute arise between THY and the Corporate related to the interpretation or application of the Agreement and its Exhibits, the parties shall in the first place endeavour 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 Bakırköy Courts and Execution Offices will have jurisdiction in resolution of all kinds of disputes or conflicts.

OTHER PROVISIONS

Article 30 – 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.

In Witness Whereof, this Agreement, consisting of 30 (thirty) articles and 3 (three) Exhibits, is executed and exchanged in 2 (two) copies by and between the Parties hereto on 15.1.02./2013 upon full mutual consent and agreement of them.

TURKISH AIRLINES INC.

CORPORATE

Authorized Officer: **Muhittin Ibrahim Oglu**
Position:

Ibrahim Elaraby

Signature: **MUHITTIN İBRAHİMOĞLU**
TURKISH AIRLINES
CAIRO MANAGER

Authorized Officer:
Position:

Signature:



Attached Documents:
Exhibit (1): Incentive Scale
Exhibit (2): Authorized Agency Statement Format
Exhibit (3): List of Affiliates (Subsidiaries) of Holding/Group Companies