

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  Golin/Harris International, Inc.	2. Registration No.  6096
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3. Name of Foreign Principal Turk Hava Yollari, A.O. ("Turkish Airlines")	4. Principal Address of Foreign Principal 350 Fifth Avenue, Suite 7510 New York, NY 10118
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## 5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- |   |  |
|---|--|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Committee             |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality \_\_\_\_\_

## 6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N.A.

b) Name and title of official with whom registrant deals

N.A.

## 7. If the foreign principal is a foreign political party, state:

a) Principal address

N.A.

b) Name and title of official with whom registrant deals N.A.

c) Principal aim N.A.

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The foreign principal is an airline.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The Republic of Turkey, Prime Ministry, Privatization Administration owns 49.12% of the foreign principal.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

50.88% of the shares of the foreign principal are publicly owned.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 18, 2015	Jacqueline L. Kadin, SVP	/s/ Jacqueline L. Kadin

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Golin/Harris International, Inc.

2. Registration No.

0296

3. Name of Foreign Principal

Turk Hava Yollari, A.O. ("Turkish Airlines")

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Media relations to support the efforts to publicize Turkey's Presidency of the G20, Turkish Airlines role as a sponsor, and the participation of the Turkish delegation at the 2015 spring meetings.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Media relations to support the efforts to publicize Turkey's Presidency of the G20, Turkish Airlines role as a sponsor, and the participation of the Turkish delegation at the 2015 spring meetings.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will secure interviews with journalists, invite journalists to events and send advisories to journalists.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 18, 2015	Jacqueline L. Kadin, SVP	/s/ Jacqueline L. Kadin eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT**

**Between**

**Turk Hava Yollari, A.O. ("Turkish Airlines")**

**And**

**GolinHarris International, Inc. ("Golin")**

The following Agreement is made between Turk Hava Yollari, A.O. ("Turkish Airlines"), referred to in this contract as "TK", and Public Relations Firm Golin, referred to in this contract as the "Public Relations Firm" for the provision of services as set forth herein. The parties agree as follows:

**A. AGENCY APPOINTMENT**

Subject to the terms and conditions of this Agreement, TK hereby appoints and the Public Relations Firm hereby accepts the appointment as TK's non-exclusive agent for public relations in the United States. Public relations shall not only include the creation and execution of publicity campaigns but, also, shall include media relations.

## **B. VALIDITY AND TERMINATION**

This Agreement will be valid for one year starting on 01.04.2015 and 01.04.2016.

In the event that each party wishes to renew this Agreement for a period of one year, under the same terms and conditions, each party must send the other party a letter to the address listed in this Agreement requesting a one year renewal and it must be received by the other party at least one month in advance of the scheduled contract termination or such shorter time as mutually agreed by the parties. Letters requesting an extension of the contract may be sent by normal mail or overnight delivery service. Under no circumstances can this Agreement be extended unilaterally. In the event that either party wishes to terminate this Agreement early, that party may do so, with or without cause, upon 30 days written notification to the other party. All termination notifications must be sent to the addresses listed in this Agreement by FedEx overnight delivery service to ensure that the notification reaches the other party at least 30 days before the intended termination date.

TK may also terminate this Agreement upon written notice with immediate effect:

a) in the event of the Public Relations Firm's suspension of business, insolvency, appointment of a receiver for its property or business or any assignment, reorganization or arrangement by it for the benefit of creditors.

b) in the event of the Public Relations Firm's failure to perform any of its obligations under this Agreement or any breach of agency and in case the breach is a curable one, the Public Relations Firm does not cure such breach or failure within 15 days from the receipt of a written notice to that effect.

Any termination under this Agreement shall be without prejudice to any rights or liabilities previously accrued.

## **C. OBLIGATIONS AND DUTIES OF THE PUBLIC RELATIONS FIRM**

The Public Relations Firm shall:

1. after consulting with and receiving prior written approval from TK, carry out the following activities in accordance with accepted international standards:

a) Study and analyze TK's requirements as regards public relations in the United States

b) Delineate a public relations plan for the United States and execute it within the budget approved by TK. The public relations plan shall include:

1. Regional marketing communications
2. Media relations
3. Social Media
4. Protection of TK's positive reputation

c) Send out press releases and proposals in a manner and time frame approved by TK.

d) Prepare a public relations plan at the beginning of the contract period and present it to TK for approval.

2. Ensure that the content of any media release will comply with all applicable laws concerning media publicity and advertising as well as being respectful of the social, cultural and political sensitivities of the United States
3. Safeguard TK's property that has been entrusted to the Public Relations Firm.
4. Submit a detailed report to TK whenever it wishes to have TK's permission to use the services of a third party. The report must specify why the services of the third party are necessary and its cost. TK reserves the right to reject such third party outsourcing. In the event that TK gives its permission to outsource, the Public Relations Firm will still continue to be primarily and jointly liable for the performance of the outsourced work.

#### **D. THE RIGHTS AND DUTIES OF THE PUBLIC RELATIONS FIRM**

1. TK may, at its sole discretion, brief the Public Relations Firm on whatever public relations projects it wishes. Likewise, TK may, at its sole discretion, seek the Public Relations Firm's assistance whenever it wishes. Public Relations Firm, in its sole discretion, may accept any projects from TK
2. If TK cancels any job already assigned to the Public Relations Firm or revokes any approval for a particular job, TK will be responsible for whatever charges are incurred beyond the scope of the monthly retainer fee provided it receives original invoices for the charges. However, if the charges are due to a breach of contract by the Public Relations Firm, TK will not be responsible for these charges.
3. All Corporate texts (international press releases, company profiles, background information, fact sheets, crisis communication statements, etc.) will be provided by TK to the Public Relations Firm in English.

#### **E. THE RIGHTS AND DUTIES OF TK**

1. TK shall be responsible for: (a) the accuracy and completeness of information concerning TK's organization, products, services and TK's competitors' products and services, provided to Public Relations Firm by TK or by a third party authorized by TK; (b) any ideas or directions, provided to Public Relations Firm by TK or by a third party authorized by TK; (c) rights, licenses and permissions to use materials furnished to Public Relations Firm by TK or by a third party on TK's behalf; (d) compliance with all laws and regulations applicable to TK's business (including all securities laws); and (e) the content of any press releases or other disseminated statements, information or materials approved by TK.

#### **F. REMUNERATION (BASIC FEE FOR PROFESSIONAL SERVICES)**

The Public Relations Firm will receive a monthly payment of **(\$34,250)** for the services outlined in this Agreement. The agreed fee, including taxes, if any, will be paid by TK at the start of each month upon receipt of an invoice from the Public Relations Firm on its letterhead at least 30 days in advance of the due date.

**This monthly fee includes the following services provided by the Public Relations Firm:**

- See Scope of Work in excel sheet for PR

**- See Social Media Scope of Work below:**

- Manage US-based TK Facebook and Twitter accounts.
- Create a local content calendar with regards to global and local social media content strategies and news in coordination with the interactive marketing team at TK and appointed agency of TK. The editorial calendars will provide recommendations for social media engagements around timely North American events and observances.
- Post daily updates (max.3 per day on weekdays and Saturdays).
- Produce daily Bridge reports identifying trending online discussions and influencer engagement opportunities in North America on topics impacting Turkish Airlines.
- Oversee community management and stimulating community engagement via status updates.
- Respond to customer/fan inquiries with a standard text leading them to the official customer support form or TK Digital Marketing customer service team.
- Respond to customer/fan inquiries that are already answered on TK's website <http://www.turkishairlines.com/en-tr/travel-information/frequently-asked-questions>.
- Localize Facebook and Twitter branding photos (max 4 per year).
- Ensure that all social media messages are in line with Turkish Airlines' overall brand position, reinforcing the overall brand promise.
- Provide monthly analytics reports outlining results of all Bridge and Community Management items acted on during reporting period.

#### **G. INVOICING AND PAYMENT**

Any extra jobs performed by the Public Relations Firm may be discussed upon request with TK. This may include, but not be limited to, Crisis Communications support, the development and execution of sustained public relations campaigns, and additional services requested by the Client. If TK requires an extra performance within general PR activities, TK shall make an extra payment for this service in an amount agreed by the parties.

Local telephone, fax, internet and similar office expenses will be included within the monthly fee. The only separate bill, other than the monthly fee, will be for the news clipping service which can be provided by a professional news clipping company after receiving TK's Permission.

The monthly fee will be payable in advance at the beginning of each calendar month upon receipt by TK of an invoice on the Public Relations Firm's letterhead. This invoice should be sent to TK thirty (30) days before the due date. The amounts paid to third parties under Clause C, Obligations and Duties of the Public Relations Firm, of this Agreement are not covered in the monthly fees. Third party vendor or production expenses incurred by the Public Relations Firm, after obtaining TK's written approval, will be paid to the Public Relations Firm by TK within 30 days of TK's receiving invoices.

#### **H. NON-EXCLUSIVE NATURE OF THIS AGREEMENT**

TK is not granting an exclusive public relations appointment hereby to the Public Relations Firm. TK reserves the right to use a third party for any services and activities which also fall under the scope of this Agreement.



During the term of this Agreement, the Public Relations Firm, however, shall not assign any personnel actively and regularly engaged on TK business to any similar work for the benefit of a product/service competitive to the product/service to which such personnel had been assigned.

## **I. CONFIDENTIALITY**

Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature ("Confidential Information") and have been disclosed to the other party (the "Receiving Party") by the disclosing party its employees, agents or sub-contractors (the "Disclosing Party") and any other confidential information concerning Disclosing Party's business or its products which the Receiving Party may obtain or terms and conditions of this Agreement. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors who are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (i) if legally permitted, inform the Disclosing Party of such requirement; and (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, Public Relations Firm may disclose Confidential Information as TK shall have approved for disclosure. All documents and materials supplied by Disclosing Party to the Receiving Party shall, at all times, be and remain, as between Disclosing Party and the Receiving Party, the exclusive property of Disclosing Party, but shall be held by the Receiving Party in safe custody at its own risk and maintained and kept in good condition by the Receiving Party until returned to Disclosing Party, and shall not be disposed of or used other than in accordance with the terms of this Agreement. This clause shall survive the termination of this Agreement for a period of three (3) years.

## **J. AMENDMENTS**

All amendments to this Agreement will be in writing, signed by the authorized representatives of each party.

## **K. VALIDITY OF INDIVIDUAL CLAUSES**

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provision of this Agreement shall remain in full force and effect unless the effect of such declaration is to defeat the original intention of the parties.

## **L. APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws rules and any disputes arising therefore shall be subject to the courts of County of New York, State of New York only.

**M. NO WAIVER**

Delay or failure by TK in exercising any of its rights under this Agreement or applicable law shall not be construed as a waiver of such rights.

**N. NOTICES**

Notices under this Agreement shall be sent by FedEx overnight delivery service.

Any change in a party's address must be advised in writing immediately to the other party by FedEx overnight delivery service. If a party does not update its address for notice purposes, any notice sent to the previous address will be deemed given.

All notices to TK must be sent to:

**Mr. Ihsan Baytan, General Manager  
Turkish Airlines  
350 Fifth Avenue, Suite 7510  
New York, NY 10118  
USA**

All notices to the Public Relations Firm must be sent to:

**Mr. Neal Fieger, Managing Director  
Golin  
733 10th Street, NW, Suite 900  
Washington, D.C. 20001  
USA**

Any notice of termination delivered by TK shall also be sent to: CMGRP, Inc., 909 Third Avenue, New York, NY 10022, Attn: Business & Legal Affairs.

It is understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement.

**O. INDEMNIFICATION**

TK shall defend, indemnify and hold the Public Relations Firm harmless from and against any third party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by TK, that TK directed the Public Relations Firm to use or that were approved by TK; (ii) personal injury or property damage arising out of, or relating

to, TK's negligent acts or omissions, or TK's services or equipment; (iii) TK's willful misconduct; or (iv) TK's breach of this Agreement.

The Public Relations Firm shall defend, indemnify and hold TK harmless from and against any Claims that arise out of, or relate to: (i) the Public Relations Firm's proprietary materials which are used in work product prepared by the Public Relations Firm for TK while performing services under this Agreement; (ii) personal injury or property damage arising out of, or relating to, the Public Relations Firm's negligent acts or omissions, or the Public Relations Firm's products, services or equipment in connection with this Agreement; and/or (iii) the Public Relations Firm's willful misconduct; or (iv) Public Relation Firm's breach of this Agreement.

The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

**P. FORCE MAJEURE**

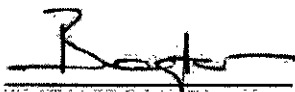
Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform.

Signed this 6<sup>th</sup> day of April, 2015 in the United States

Signed this 1 day of April, 2015 in the United States

TURK HAVA YOLLARI A.O.  
("TURKISH AIRLINES")

GolinHarris International, Inc.



Printed Name: Ihsan Baytan  
Title: General Manager, NY

Printed Name: Neal F. Lieyer  
Title: Managing Director

2015 Turkish Airlines G20 Sponsorship Media Relations SOW

Reference is made to the "Agreement" between GolinHarris International, Inc. ("Agency") and Turk Hava Yolları, A.D. ("Turkish Airlines"), effective as of April 1<sup>st</sup>, 2015. This Statement of Work ("SOW"), dated from April 1<sup>st</sup> - April 30th, 2015, is governed by the terms and conditions of the Agreement. All terms used herein and not otherwise defined herein are used as defined in the Agreement.

Project: Turkish Airlines G20 Sponsorship Media Relations SOW

1. **Media Relations Support:** Support Turkish Airlines (TK) in leveraging Turkish G20 official spokespeople's presence in the United States to increase awareness around Turkish Airlines' sponsorship of the November Antalya G20 meeting. This will include:
  - a) Provide support on identifying and securing media/interview opportunities for select Turkish G20 spokespeople during relevant visits to the United States among top-tier U.S. media outlets
  - b) Provide overall counsel on integration of TK messages in secured media opportunities
  - c) Provide counsel on the localization of TK's global G20 media relations strategy
  - d) Provide support on the distribution of global press releases to U.S. press, including limited follow up where appropriate
  - e) Provide counsel and support on the placement of editorial pieces as needed
  - f) Conduct ongoing media monitoring to capture coverage related to the above activities

Set Fees: \$8,650 (April 2015)

Expenses: Billed as incurred

Additional Services: NA

TK Contact: Fatih Karaman

Golin Contact: Amgad Naguib

Term of project: Start Date: April 1, 2015  
End Date: April 30, 2015

Additional Terms/ Conditions, if any: Duration of the above SOW may be extended beyond April 30 pending agreement between Golin and Turkish Airlines and a discussion on additional monthly fees.

By their signatures below, the parties are agreeing to the terms of this SOW.

Golin

By:

Name: Amgad Naguib  
Title: Director

Date:

09 April 2015

Turkish Airlines

By:

Name: Handan Corekci

Title: General Manager

Date:

08<sup>th</sup> Apr 2015