



name of the ADMINISTRATION and/or the ADMINISTRATION Representative shall also be paid to the AGENCY.

SETTLEMENT OF DISPUTES

Article 21.

For any disputes during the execution or the termination or expiry of this Agreement, the place of jurisdiction shall be the courts and court bailiffs in İstanbul and the applicable law shall be the Turkish Law.

VAT AND STAMP DUTY

Article 22.

Stamp duty shall be paid by the AGENCY, whereas the ADMINISTRATION Representative shall not pay VAT.


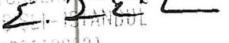
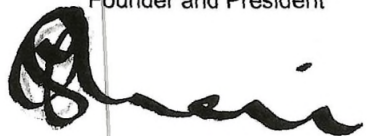
EXECUTION

Article 23.

The Parties do hereby declare that this Agreement and demands and notices with regard hereto are shall be issued and concluded by signatories of the Parties, authorized to represent and bind, and do hereby agree on and acknowledge the accuracy and consequences that may otherwise arise. This Agreement is effective and binding for the Parties and their successors. The Parties do hereby agree and acknowledge that they have read the provisions of the Agreement, that they have knowledge of the scope and outcome of the practice of any article herein, that they shall fulfill their provisions herein completely, and that their statements are correct.

This Agreement is effective as of 01/01/2024

This Agreement, consisting of 16 pages and 23 articles, has been signed on 27/12/2023 in English language in two copies.

<p align="center">THE ADMINISTRATION Türkiye Tourism Promotion and Development Agency</p> <p>Elif Balcı Fışunoğlu  Deputy General Manager Esra Zincirkıran Aydın  Deputy General Manager</p> <p><small>TÜRKİYE TURİZM PROMOSYON VE GELİŞTİRME AJANSI ESENTERE MAHALLESİ BÜYÜKDEPE CADDESİ KAT: 11 34397 0 71 00000 İSTANBUL ZİNCİRKIRAN Y.D. 9791132301</small></p>	<p align="center">AGENCY GEOFFREY WEILL ASSOCIATES, INC.</p> <p align="center">GEOFFREY WEILL Founder and President</p> 
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PUBLIC RELATIONS SERVICES FOR THE YEAR 2024

PARTIES

Article 1. This Agreement is concluded by and between Türkiye Tourism Promotion and Development Agency (hereinafter "the ADMINISTRATION") and representative agency GEOFFREY WEILL ASSOCIATES (hereinafter "the AGENCY") commissioned to carry out public relations activities in THE UNITED STATES OF AMERICA under the responsibility of Culture and Information Office of Türkiye in New York, under the below terms and conditions.

The Parties do here by agree on the following terms and conditions.

Definitions

Article 2.

The Administration

: Türkiye Tourism Promotion and Development Agency
Esentepe Mah. Büyükdere Cad. No.127
Astoria AVM B Blok Kat 4 34394 Şişli,
İstanbul.

The Administration representative

: Esentepe Mah. Büyükdere Cad. No.127
Astoria AVM B Blok Kat 4 34394 Şişli,
İstanbul.

The Agency

: GEOFFREY WEILL ASSOCIATES, INC., 29
BROADWAY, #2205, NEW YORK NY 10006,
USA

Public Relations Activities (PR Activities)

: Public Relations Activities are intentional efforts by private and public organizations to establish and develop solid bounds with private groups such as customers, employees, partners, the public circle or general the public itself, to introduce themselves to the society, and to evaluate the reactions from the public and to manipulate their attitudes.

Workshop

: A professional meeting that usually lasts several days, bringing all relevant parties interested in the tourism industry together and allowing them to exchange information on the



tourism activities they plan (activities that allow tour operators to come together with each other and owners and managers of touristic facilities before the tourism season and during the preparation of the tour catalogs etc.).

Crisis Communication Strategy

: A strategy developed to identify all possibilities and to take the necessary measures to prevent potential crisis, against the possibility of encountering unexpected and unexpected situations caused by various factors and to overcome the crisis situations with the least harm.

Standard PR Counselling Services

: To coordinate all communication between the ADMINISTRATION Representative and the representatives of the industry such as travel writers and members of the press, to serve all incoming demands and reorganize travel information. To distribute existing media on demand, to provide information about tour groups, restaurants and hotels for partnership opportunities. In addition, to provide support for editing and schedule interviews on demand. To create an online application on the website for travel writers. Moreover, pursuant to the form of the demand, to use and distribute the archives of visuals to the ADMINISTRATION. To scan the press. The services listed in Article 3.

Promotion on Social Media

: Development of projects related to promotional campaigns to be conducted through social media, sharing posts and coordination with the AGENCY conducting the social media activities of the ADMINISTRATION, in order to develop, update the social media accounts of the the ADMINISTRATION Representative, and increase the number of followers thereof.



PR SERVICES
Article 3.

PUBLIC RELATIONS SERVICES FOR THE YEAR 2024

LIST OF STANDARD ACTIVITIES:

No	Standard Activities	Frequency	Remarks
1	<i>Relations with Press and Travel Industry</i>		
1.1	Identifying and communicating to: <ol style="list-style-type: none"> 1. People active in mass communication, such as members of the press/travel writers, etc. 2. Active in various positions of the travel industry, 3. Who may influence the travel routes in the travel industry, such as 'influencers', 'trendsetters', 'celebrities', 4. And those who are active on digital platforms (bloggers, vloggers, YouTubers, etc.), and develop various hospitality projects with those. 	Min. 1 Monthly	Regarding the said hospitality events, the AGENCY is expected to <ul style="list-style-type: none"> • Identify people, • Establish persuasive communication, • Prepare annual hospitality programs, • Contribute to the tour program to be scheduled, • Follow the publications to be received during and after the tour and contribute to the organization at all stages. In addition, the AGENCY is expected to act in line with the TGA Corporate Communication for this event.
1.2	Upon the request of the ADMINISTRATION/ the representative of the ADMINISTRATION, organizing events such as famtrips/ workshops/roadshows/destination promotion events etc. or the leading agencies/tour operators/members of the travel industry etc.	Min. 1 in annually	The AGENCY is expected to contribute at all stages of the organization.
1.3	Inviting journalists to press visits organized by the ADMINISTRATION/the Representative of the ADMINISTRATION. Informing the accepted journalists prior to the event	Upon the request of the ADMINISTRATION	It is the responsibility of the AGENCY to maintain social relations with the press through the year to ensure the participation of well-known journalists.



1.4	Either by using the content delivered by the ADMINISTRATION or preparing authentic press releases and delivering them to their addressees and ensuring optimum results in media coverage.	Delivery: min. 1 per week Coverage: On a mutually agreed KPI	The AGENCY is also expected to rapidly develop to-the-point and real-time content.
1.5	Following the most important cultural and tourism channels of the industry (printed, visual, audio, and digital platforms), fairs, conferences, events etc. and contact the addresses to lead them to affairs related to our country	Consistently	It is expected that these studies are detailed in the monthly reports to be submitted at the end of each month.
1.6	To make efforts for the important meetings of the travel industry (unions/federations/tour operators etc.) to be held in our country.	Upon the request of the ADMINISTRATION	
2.	Reporting	Frequency	Remarks
2.1	Creating and maintaining databases in four categories: <ol style="list-style-type: none"> 1. For persons active in mass communication, such as members of the press/travel writers etc. 2. Active in various positions in the travel industry. 3. Who may influence the travel routes in the travel industry, such as 'influencers', 'trendsetters', 'celebrities', 4. And those who are active on digital platforms (bloggers, vloggers, YouTubers, etc.). 	Monthly updates and delivery	It is at the discretion of the ADMINISTRATION to deliver the list of contacts available at the Office to the AGENCY at the initiation of the Agreement, however, the database updated by the AGENCY shall be delivered to the Office in digital format, every month. The database shall have the identities and channel information as well as channel access and engagement rate for the influencer category; circulation and online access rates for the press category and the evaluations by the AGENCY (evaluation of the previous news/feeds by these people about Türkiye and the competitors etc.).
2.2	Scanning, following, and reporting the news on culture and tourism that relates to Türkiye	Monthly Daily for any crises	In addition to the news scanning services, the Agency is responsible for sending news summaries accompanied by the reports thereof in the format requested by the ADMINISTRATION/the Representative of the ADMINISTRATION in electronic form and/or in print copy.



				<p>In case it is preferable by the Representative of the ADMINISTRATION, it may include "X number of" news items daily, "X number of" online channel scanning daily, etc.</p> <p>The monthly reports shall include circulation and commercial value of the relevant publications.</p>
2.3	Determining the competitor countries in the market and analyzing and reporting the PR activities of these countries	Monthly		A minimum of 3 countries selected at the execution shall be considered for comparison
2.4	To follow the publications obtained after the hospitality activities defined in Article 1 and to report in PDF, PPTX, EXCEL formats. Specific event reports may be asked by the ADMINISTRATION and these reports must be updated every month			It is the responsibility of the AGENCY to communicate with the addressees in order to obtain media in cases where media cannot be obtained at the hospitality event.
2.5	Comparing and reporting the sales prices of the leading tour operators for tour packages for competitor countries and Türkiye.	1 in four months		The report shall include details of accommodation-inclusive tour packages that offer different categories/custom packages/tour packages for different types of tourism when a quote is requested.
2.6	Issuing "Annual Reports" for all activities performed during the Term of the Agreement	Annually		
2.7	Monitoring and reporting the results of social media services	Monthly		
3.	Activities on Social Media and Web Site	Frequency		Remarks
3.1	Managing the Administration's social media account	Continuously		In Communication with the TGA Corporate Communication and the agency that manages GoTürkiye accounts, to share a minimum of 3 posts a week, to reply to questions and comments, and to refer to relevant departments about those, creating posts for the religious/national holidays and special days of the countries where ADMINISTRATION is located under the main strategy.



3.2	Following and reporting the posts shared for hospitality events organized by the ADMINISTRATION	Monthly	In communication with the TGA Corporate Communication and the agency that manages GoTürkiye accounts, to distribute the media kit that includes the proper hashtags and accounts, to share the account information of the guests with the TGA Corporate Communication and to issue a final report by receiving reports on the posts shared, from the guests
3.3	Ensuring that website of the ADMINISTRATION functions properly	Monthly	Editing, link and form controls, creating new content and so on.
3.4	Providing the ADMINISTRATION with country-based social media trend reports	Quarterly	

4.	Support for the Administration	Frequency	Remarks
4.1	Organizing meetings with the media and travel industry at the request of the ADMINISTRATION		The AGENCY is responsible for the scheduling, coordination and organization of these meetings.
4.2	Organizing meetings with the media and travel industry at the request of the ADMINISTRATION		It is the responsibility of the AGENCY that interview questions are prepared and answered the in line with the interests of the ADMINISTRATION, and to provide translation support etc.
4.3	Organizing activities to be performed in the fairs to be attended during the year.		The AGENCY can be expected to create a fair event and work plan.
4.4	Ensure that the information and documents prepared by the ADMINISTRATION/the Representative of the ADMINISTRATION are delivered to the relevant addressees.		
4.5	Attending frequent updating meetings with the ADMINISTRATION	Frequency to be decided separately	

LIST OF ADDITIONAL ACTIVITIES:

No	Additional Activities
a)	Representing the ADMINISTRATION at the events of travel writers/media/sector organizations/cultural organizations etc. and cooperating with those.

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b)	Taking necessary measures to reduce the negative impact of any events that may have a negative impact on the image of Türkiye, and providing counseling services for crisis management.
c)	Providing translation services when necessary and in line with the request of the ADMINISTRATION/the Representative of the ADMINISTRATION, and make recommendations on the suitability of the promotional materials to the local market and language.
d)	Making recommendations on the conformity of the studies to the culture and norms of the local market during the performance of all promotional activities carried out by the ADMINISTRATION/the Representative of ADMINISTRATION,
e)	Identifying the important national/international organizations in the market and creating opportunities for the participation of the ADMINISTRATION/the Representative of ADMINISTRATION.
f)	Proposing independent PR projects.
g)	Compiling information on the local travel industry at the request of the ADMINISTRATION/the Representative of ADMINISTRATION.
h)	Being attentive to contribute to the promotion of Türkiye in the best way, in media and sector activities/events, upon request.
i)	Correspondence upon the request of the ADMINISTRATION/the Representative of ADMINISTRATION.

COMMUNICATION AND SERVICE OF NOTIFICATIONS

Article 4.

4.1. In the case of service to the ADMINISTRATION REPRESENTATIVE

Attention : Ozan Ortaç
 E-mail : Ozan.Ortac@tga.gov.tr
 Tel : +90 212 970 98 42
 Fax : +90 212 970 98 99

4.2. In the case of service to the AGENCY

Attention: GEOFFREY WEILL
 Address: 29 BROADWAY, #2205, NEW YORK NY 10006, USA
 E-mail: gw@geoffreyweill.com
 Tel: +1-212-288-1144

The Parties agree that the aforesaid addresses are their registered addresses, where the notifications shall be served. Unless either Party notifies the other in writing of the change of address, any notifications to the previous address shall be deemed to have been served.

The Parties hereto agree that in addition to the legal documents, facsimiles and electronic documents may also be used as evidence, provided that such documents are issued in compliance hereto, by the authorized representatives of the Parties, and that the aforesaid addresses, facsimile numbers and e-mail addresses shall be used to convey such documents.



All notices, notifications and caveats in connection hereto shall be served by registered mail via urgent courier, to the addresses specified herein, without prejudice to the provisions of Article 18 of the Turkish Commercial Code. Such shall be deemed to have been served on the delivery date on the mail receipt or courier records.

The Parties do hereby acknowledge and declare that the addresses specified herein are their registered addresses, and any and all services thereto shall be legally effective. Any Party failing to serve to the addresses specified herein or to notify the other on the change of addresses shall be liable for the issues arising thereof.

SCOPE AND OBJECTIVE OF THE AGREEMENT

Article 5.

This Agreement, for the purposes improving the image of Türkiye as a tourist attraction, increasing its share in the international market, and supporting the advertising campaigns for the year 2024 in the markets determined by the ADMINISTRATION, applies to;

1. consultancy, correspondence, media relations, administrative affairs, financial management and public relations activities including any and all standard and additional services,
2. the AGENCY's obligations, payments to be made by the ADMINISTRATION and other provisions,
3. the creation, organization and implementation of Public Relations activities in accordance with local requirements.

Media Relations:

- Media stakeholder mapping based on the objectives in the market
- Press release development: preparing press bulletins and leaflets for targeted press and delivering them to their addresses
- Ongoing message-specific campaign to targeted media outlets
- Updating any relevant listings in trade, community and other member-based organisations in which Türkiye is active or represented
- Distribution of press releases to target category publications: tourism/food/lifestyle/trade/business/organisations, community groups/advocates and general news outlets

Social Media

- Social media communications, influencer outreach
- Current social media channels content management
- Providing insights and trends that will guide social communications strategy
- Identifying new and viable platforms to utilize and integrate into the social media plan including YouTube, Twitter,

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<ul style="list-style-type: none"> • Vetting of media inquiries, as well as facilitation and coordination of valuable media opportunities, interviews and FAM tours • Media kits • Media monitoring & weekly/monthly reporting 	<p>Pinterest, Instagram, etc.</p> <ul style="list-style-type: none"> • Relevant online newssources and blogs outreach • Refreshed and additional content development and postings of relevant material and coverage from and of events, the media and the AGENCY
<p><u>Community Relations & Public Events</u></p> <ul style="list-style-type: none"> • Outreach and relationship building with, targeted community groups, travel industry stakeholders, • Organizing events for influencers, vloggers, bloggers and key opinion leaders • Organizing activities to be performed in the fairs to be attended during the year. • Following the most important cultural and tourism channels of the industry (printed, visual, audio and digital platform), fairs, conferences, events etc. and contact the addresses to lead them to affairs related to Türkiye 	<p><u>Crisis Management</u></p> <ul style="list-style-type: none"> • Creating and developing a crisis management plan and updating it at least annually. • Having a designate crisis management team that is properly trained • Conducting exercise at least annually to test the crisis management plan and team • Pre-drafting selected crisis management messages including content for dark web sites, social media and templates for crisis statements. • Having the legal department review and pre-approving these messages.



BUDGET

Article 6.

The AGENCY shall be obliged to submit a detailed budget proposal to the ADMINISTRATION Representative, for the activities that are not included within the standard public relations activities. These activities shall be performed subsequent to approval of the ADMINISTRATION Representative.

TERM OF THE AGREEMENT

Article 7.

This Agreement shall be effective as of 01.01.2024, and shall expire on 31.12.2024 without any prior notice or any other legal action.

OBLIGATIONS OF THE AGENCY

Article 8.

The AGENCY's obligations before the ADMINISTRATION and the ADMINISTRATION representative are as follows:

1. The AGENCY shall carry out the Public Relations activities set forth in Article 3 and 5 herein.
2. The AGENCY is liable against the material and nonmaterial damages arising from any misconduct that may occur during the performance of the activities, and for the resolution thereof. The AGENCY shall further be liable for the compensation of any damages that may arise therefrom.
3. The AGENCY shall implement any PR proposals, including texts, sketches, designs, cost estimates and other details no sooner than the approval of the ADMINISTRATION Representative and the execution of the Agreement. The AGENCY shall assume all financial and other liabilities that may emerge in the cases of any changes made without prior written approval of the ADMINISTRATION or the ADMINISTRATION Representative, and activities, where misinformation is involved. No payments shall be made in the cases where irreparable damages occur.
4. All written, visual and digital promotional materials such as press release texts, articles, photos, shall be submitted to the ADMINISTRATION Representative prior to distribution and all completed promotional materials (press releases, press kits, etc.) shall be presented to the ADMINISTRATION Representative.
5. All kinds of materials and information delivered to the AGENCY by the ADMINISTRATION Representative shall be used for public relations activities relating to Türkiye only. All materials, information and documents received shall be kept confidential following the expiry of the Agreement as well.
6. The AGENCY agrees and acknowledges not perform public relations and promotional activities for any destinations that are deemed to compete Türkiye.

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7. The AGENCY shall not exploit the contracted works herein to engage in any commercial or professional activities that may lead to a conflict of interests, which may directly or indirectly have irreparable effects on the social and political integrity and the image of the country.

8. The AGENCY shall fulfill all reviews and revisions demanded by the ADMINISTRATION Representative for any materials such as reports, graphics, promotional materials, newsletters, press releases and social media contents.

CONFIDENTIALITY

Article 9.

1. By convention, any materials, information, inventions, innovations, businesses, methods, progression, patents, copyrights, trademarks, trade secrets as well as all commercial, financial, technical information, etc, including those that are not protected under the laws, which are disclosed by one Party to the other, and which, the Disclosing Party declares to be proprietary and/or confidential, or which should be considered as proprietary and/or confidential information in good faith due to the circumstances in which the disclosure occurs, are confidential, shall be protected and not disclosed. Confidential Information may be disclosed to the employees and subcontractors of the Receiving Party only on a need-to-know basis, and may not be used or reproduced for any other purposes stated hereunder, unless otherwise is provided in written by the Disclosing Party,

2. Any and all information, documents, reports, files and other data and information as well as any and all financial, intellectual and industrial property rights disclosed by the ADMINISTRATION and the ADMINISTRATION Representative to the AGENCY under this Agreement shall remain the property of the ADMINISTRATION, and if and when demanded to be returned, or this Agreement expires or otherwise is terminated, the AGENCY shall immediately return such to the ADMINISTRATION.

3. All rights of the ADMINISTRATION for any disclosures hereunder are reserved. The AGENCY does hereby agree and acknowledges that neither the ADMINISTRATION nor the ADMINISTRATION Representative grants the AGENCY with neither any rights nor licenses to any tangible and intangible goods and rights including but not limited to existing or prospective patents, copyrights, trademarks, or other intellectual property rights, which are/shall be proprietary of the ADMINISTRATION.

4. The AGENCY does hereby irrevocably and definitely agree, acknowledge and declare that it shall under no circumstances disclose any trade secrets or other information, strategies, issues, problems and manner of conduct regarding the commercial affairs, activities or specific issues of the ADMINISTRATION Representative or the ADMINISTRATION itself, which it has already been or shall be informed of as part of its professional responsibilities, to the third parties;

a. that it shall not retain copies of any information, documents, reports, invoices and any other information in written, visual design or program, which it currently has access to or shall have access to as it shall create or prepare such upon the demand of the ADMINISTRATION Representative, or as such shall be delivered or sent to the AGENCY by the ADMINISTRATION Representative; that it shall not disclose, deliver the originals or copies of such to or share such with any third parties; that compliance with the confidentiality requirements and



non disclosure of the information whether in written, verbal or other forms, which is the proprietary of the ADMINISTRATION and the ADMINISTRATION Representative, is the most essential part hereof; that it shall consider anything it sees, hears or recognizes during its communication to the persons authorized hereunder, as the trade secret of the ADMINISTRATION Representative and the ADMINISTRATION itself, and shall not disclose and/or deliver such to third parties;

b. that the agreements, acknowledgements and declaration of the Parties hereto as to the confidentiality of information that they have been disclosed hereunder directly or indirectly, shall not be limited by the Agreement period and confidentiality shall remain effective indefinitely following the expiry or termination of this Agreement;

c. that the information shared with the AGENCY prior to the execution of this Agreement shall also be considered under this article.

5. The Party that violates the confidentiality and/or discloses confidential information shall incur the losses or damages to the other.

ASSIGNMENT OF THE RIGHTS

Article 10.

At the expiry of the contract, all purchase orders placed in, business relations established and agreements concluded with the third parties as well as the rights arising thereof, shall be assigned to the ADMINISTRATION, provided that the ADMINISTRATION has fulfilled all its obligations and commitments to the AGENCY.

REPRESENTATION

Article 11.

The AGENCY may not act as the legal representative and attorney to the ADMINISTRATION Representative or the Administration. The AGENCY's relations and liabilities to or disputes with the third parties shall under no circumstances be affiliated to the ADMINISTRATION Representative or the ADMINISTRATION itself, and no obligations and liabilities shall be imposed and/or no commitments shall be born by the ADMINISTRATION or the ADMINISTRATION Representative. This Agreement herein neither does grant any rights to agency or represent nor any provisions herein shall be construed as constituting a business partnership.

OBLIGATIONS OF THE REPRESENTATIVE OF THE ADMINISTRATION

Article 12.

The monthly payable to the AGENCY for public relations services is **USD14.000-** (fourteenthousanddollars)

The total Agreement price is **USD168.000-** (onehundredandsixtyeightthousanddollars) for 12 months.



The Administration, shall make the monthly payment of the fixed amount of **USD14.000-** (fourteenthousanddollars) for the contractual activities referred to in this Agreement following the submission of the relevant documents and invoices as to the completion of the monthly PR activities by the AGENCY.

METHODS OF PAYMENT AND PROCEDURES FOR INVOICING

Article 13.

Invoices may be issued directly to the address of the ADMINISTRATION specified below, however, shall be sent to the address of the ADMINISTRATION Representative referred to in the Article 4 herein.

Türkiye Tourism Promotion and Development Agency
Address: Esentepe Mah. Büyükdere Cad. No.127 Astoria Avm B Blok K.4 34394 Şişli, İstanbul

The fees for base services shall be invoiced in the last week of each month and shall cover the services and activities for that month. Pursuant to the Turkish fiscal legislation, all payments shall be made following the completion of the contractual work, the provision of the services and the submission of the necessary documents to the Representative of the ADMINISTRATION by the AGENCY. The activities carried out during the consultation and the annexes thereto shall be submitted to the ADMINISTRATION Representative, attached to the invoice for the relevant month.

The AGENCY shall be solely liable for making the payments for the purchases and other trading from and with the third parties on all matters covered under this Agreement.

For payments to be made in foreign currencies, the exchange rate on the date of payment reported by the paying bank shall be taken into consideration.

Service charges shall be invoiced VAT exclusive to the address of the ADMINISTRATION Representative.

RIGHTS TO CREATIVE WORKS

Article 14.

Upon termination or expiry of this Agreement, the materials and ideas generated or created by the AGENCY for the ADMINISTRATION Representative shall remain the property of the ADMINISTRATION and the ADMINISTRATION Representative, and the ADMINISTRATION and the ADMINISTRATION Representative shall have the right to use such materials for future promotional activities.

COPYRIGHT PROVISIONS

Article 15.

The information and materials provided by the ADMINISTRATION Representative to the AGENCY on a confidential basis shall be kept in the same manner by the AGENCY. The



nonmaterial (regardles of whether they are presented to the public, the manner and time of publication, publication with or without reference to the owner, the authority to add to and modify or restrict the addition to or modifcaiton of the works) and fiscal rights (right to operation, reproduction, distribution, representation, broadcasting via the means of audio and/or video transmission to public, as well as the right to translation in any languages deemed necessary by the Representative of the ADMINISTRATION, and other dispositions) of all the contractual works created in the name of the Representative of the ADMINISTRATION shall be of the ADMINISTRATION and the ADMINISTRATION Representative only.

The license assinged is of "unassignable" nature, and the intellectual property rights of the contractual works may not be assigned to any other persons by the AGENCY or the owner. The ADMINISTRATION and the ADMINISTRATION Representative may assign the aforesaid rights to any person, in whole or in part, against or without any charges, and shall not be obliged to make any payments to the AGENCY under any names due to such assignment. Such assignment shall be construed as the assignment of the property of the said intellectual property rights. The AGENCY does hereby acknowledge and declare to the ADMINISTRATION and the ADMINISTRATION Representative that the intellectual property rights of the aforesaid nature shall be assigned as set forth above; that it is the true owner of the contractual works, the said works are original and not public, and have not previously been published or made public in any way; that they contain no confidential or exclusive information and is in no violation of any legal or general intellectual property rights; that the intellectual property rights of the said contractual works have not previously been assigned, or not pledges or liens have previously been established on them; that the AGENCY waives its right to withdrawal indefinitely.

In the events of any disputes between the owner and the ADMINISTRATION and/or the ADMINISTRATION Representative due to the copyrights thereof, the AGENCY shall be liable against the ADMINISTRATION and the ADMINISTRATION Representative, during and subsequent to the termination or expiry of the Agreement, for providing all kinds of assistance and compensating any damages arising thereof. The nonmaterial (regardles of whether they are presented to the public, the manner and time of publication, publication with or without reference to the owner, the authority to add to and modify or restrict the addition to or modifcaiton of the works) and fiscal rights (right to operation, reproduction, distribution, representation, broadcasting via the means of audio and/or video transmission to public) of all the contractual works created in the name of the ADMINISTRATION Representative as per the Article 3 herein, which regulates the obligations of the AGENCY, as well as the right to translation in any languages deemed necessary by the ADMINISTRATION Representative and other dispositions, shall be of the ADMINISTRATION only, provided all the amount and/or receivables set forth hereunder are paid completely.

The ADMINISTRATION may assign the aforesaid rights to any person, in whole or in part, against or without any charges, and shall not be obliged to make any payments to the AGENCY under any names due to such assignment. The aforesaid rights to the contractual works created or subcontracted by the AGENCY to be created shall, provided that the ADMINISTRATION fulfilled all obligations and commitments thereof, be assigned to the ADMINISTRATION, to be used indefinitely, nationally and internationally without any limitations. Such assignment shall be construed as the assignment of the property of the said intellectual property rights. The AGENCY does hereby acknowledge and declare to the ADMINISTRATION that the intellectual property rights of the aforesaid nature shall be assigned as set forth above; that it is the true owner of the contractual works, the said works are original and not public, and have not previously been published or made public in any way; that they contain no confidential or exclusive information and is in no violation of any legal or general intellectual property rights; that the intellectual property rights of the said contractual works have not previously been assigned, or not pledges

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or liens have previously been established on them; that the AGENCY waives its right to withdrawal indefinitely. In the events of any disputes between the owner and the ADMINISTRATION due to the copyrights thereof, the AGENCY shall be liable against the ADMINISTRATION, during and subsequent to the termination or expiry of the Agreement, for providing all kinds of assistance and compensating any damages arising thereof. An agreement, regarding any copyrighted material provided by third parties, stating that the copyright is registered in the name of the ADMINISTRATION shall be submitted to the ADMINISTRATION by the AGENCY.

The AGENCY shall be liable against any and all complaints, lawsuits and proceedings by private persons/legal entities, arising from, including but not limited to, trademark, patent, design, model, copyright, trade secret, intellectual and industrial rights. Should, under any circumstance, this obligation be incurred by the ADMINISTRATION regardless of the name, the AGENCY does hereby agree and acknowledge to indemnify the ADMINISTRATION for all damages, within 10 days of occurrence of such damages.

The AGENCY shall submit the originals of all texts, visual and audio materials it creates or organizes upon the approval of and used by the ADMINISTRATION, to the ADMINISTRATION with all the intellectual property and copyrights registered in the name of the ADMINISTRATION indefinitely, and may, in the name of the ADMINISTRATION only and under the condition it is permitted by the ADMINISTRATION, retain a copy thereof. Subsequent to the expiry or termination of the Agreement, it shall be at the ADMINISTRATION's disposal to continue to use any and all creative works created by the AGENCY.

Creative works that may not be used later and/or that have not been copyrighted shall neither be submitted to the ADMINISTRATION Representative nor be used for other purposes. In case of submission or use, all kinds of financial, legal and criminal liability that may arise from the contractual works subject to any disputes shall be of the AGENCY, and the ADMINISTRATION Representative and the ADMINISTRATION shall not bear liability, wherefore the AGENCY shall be addressed.

The rights of the ADMINISTRATION Representative to modify or amend the contractual works without any prior permissions are reserved.

CODE OF CONDUCT

Article 16.

The Parties shall act in compliance with the mutual principles of organizational culture and operational principles; shall be attentive to the compliance with business ethics and rules; shall make no illegal payments to third parties or shall engage in no relationships with third parties, which may lead to conflict of interests.

AMENDMENTS

Article 17.

Save for the references to this Agreement; this Agreement shall constitute the true and the only agreement by and between the Parties and shall supersede and prevail any and all tenders, agreements, acknowledgements, offers, agreements, negotiations, protocols and contracts,

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which may have previously been concluded or executed between the Parties verbally or in written. The Parties shall be entitled to make the necessary amendments to this Agreement provided it is agreed in written.

PROTECTION OF PERSONAL DATA

Article 18.

The Parties shall use any and all data to be shared with them and defined as Personal Data and Sensitive Personal Data (collectively referred to as Personal Data) under Law No 6698 and other relevant laws, for the executive purposes hereof only. The Parties may under no circumstances transfer such data to any third parties or organizations, or use it for any other purposes in any other contractual relationships or activities, regardless of whether such are commercial or not. The liability as to the protection of such data shall be of the Receiving Party. The Parties may not use, process Personal Data and all other documents, tools and all other components related thereto, which they obtain through the actions required hereunder, for the purpose of or in any other contractual relationship or business, or distribute or transfer such to third party individuals organizations, or abroad.

The Parties shall take all the precautions and actions set forth in the Law No. 6698 concerning the Protection of Personal Data, which they obtain during the performance of this Agreement, ensure their confidentiality and act in accordance with the principles of confidentiality, prevent the use of such information by unauthorized persons and any misuse thereof. This obligation of the Parties shall remain effective indefinitely in the events of termination or expiry of this Agreement as well.

RIGHT TO ASSIGNMENT

Article 19.

Neither the ADMINISTRATION Representative nor the AGENCY may transfer, assign and endorse the rights and obligations arising herefrom, without prior mutual written consent.

TERMINATION OF THE AGREEMENT

Article 20.

A. The right of the ADMINISTRATION or ADMINISTRATION Representative to terminate, suspend, postpone and change the budget and content of public relations activities during the term of the Agreement is reserved. ADMINISTRATION or ADMINISTRATION Representative may terminate this Agreement upon 30 (thirty) days prior written notice without reason and compensation.

B. In the events that the Agreement expires or the activities specified herein are terminated, suspended or postponed as specified in paragraph (A), any costs arising from irrevocable commitments made by the AGENCY in the name of the ADMINISTRATION or the ADMINISTRATION Representative, shall be paid by the ADMINISTRATION Representative to the AGENCY, upon the approval of the ADMINISTRATION. Pursuant to this Agreement, the cost of all materials and services purchased by the AGENCY in the



name of the ADMINISTRATION and/or the ADMINISTRATION Representative shall also be paid to the AGENCY.

SETTLEMENT OF DISPUTES

Article 21.

For any disputes during the execution or the termination or expiry of this Agreement, the place of jurisdiction shall be the courts and court bailiffs in Istanbul and the applicable law shall be the Turkish Law.

VAT AND STAMP DUTY

Article 22.

Stamp duty shall be paid by the AGENCY, whereas the ADMINISTRATION Representative shall not pay VAT.

EXECUTION

Article 23.

The Parties do hereby declare that this Agreement and demands and notices with regard hereto are shall be issued and concluded by signatories of the Parties, authorized to represent and bind, and do hereby agree on and acknowledge the accuracy and consequences that may otherwise arise. This Agreement is effective and binding for the Parties and their successors. The Parties do hereby agree and acknowledge that they have read the provisions of the Agreement, that they have knowledge of the scope and outcome of the practice of any article herein, that they shall fulfill their provisions herein completely, and that their statements are correct.

This Agreement is effective as of 01/01/2024

This Agreement, consisting of 16 pages and 23 articles, has been signed on 27/12/2023 in English language in two copies.

<p>THE ADMINISTRATION Türkiye Tourism Promotion and Development Agency</p> <p>Elif Balcı Fişunoğlu Deputy General Manager</p> <p>Esra Zincir Deputy General Manager</p> <p><i>[Handwritten signature]</i></p>	<p>AGENCY GEOFFREY WEILL ASSOCIATES, INC.</p> <p>GEOFFREY WEILL Founder and President</p>
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