

Sunnova Travel Agency

Travel Agreement

Terms and Conditions

Chapter 1 General Provisions

Article 1. Scope of Application

- All Arranged Travel Agreements executed between travelers and us will be subject to these Travel Agent Terms and Conditions. Matters not specified in these Travel Agent Terms and Conditions will be subject to laws and regulations or generally established practices.
- If we make special provisions in writing without breaching laws and regulations or adversely affecting travelers, such special provisions will take precedence despite the provision specified in Article 1.1.

Article 2. Definitions of Terms

- In these Travel Agent Terms and Conditions, the term “Arranged Travel Agreements” means agreements under which we perform services to make arrangements for travelers as their agent or intermediary, or person acts on behalf of them when the travelers appoint us to do in order to receive transportation, hotel and other travel service provided by carriers, hotels and other service providers (“Travel Service”).
- In these Travel Agent Terms and Conditions, the term “Domestic Travel” means travel only in Turkey, and “Overseas Travel” means travel other than the Domestic Travel.
- In these Travel Agent Terms and Conditions, the term “Travel Price” means fares, hotel charges and other charges payable to carriers, hotels and other service providers, which are required for arrangement of the Travel Service by us as well as fees for handling travel services prescribed by us (excluding amendment service fees and cancellation service fees).
- In these Arranged Travel Agreement Terms and Conditions, the term “Communication Agreements” means the Arranged Travel Agreements executed between us and card members of credit card companies working in partnership with us (“Partner Companies”) at the time when applications submitted by telephone, mail, facsimile or other communication means are accepted, under which the travelers agree in advance that claims or obligations we have against the travelers in connection with the Travel Price under the Arranged Travel Agreements will be settled on or after the day on which such claims and obligations are required to be performed according to card membership agreements of the Partner Companies separately made, and the travelers are required to pay the Travel Price by the method specified in Article 16.2 or 16.5.
- In these Arranged Travel Agreement Terms and Conditions, the term “Electronic Acceptance Notice” means notice of acceptance of an application

for an agreement transmitted through electric communication lines connecting computers, facsimile machines, telex or telephones (collectively, "Computers") used by us and the Computers used by travelers, which is a method that uses information communication technology.

- In these Travel Agent Terms and Conditions, the term "Card Use Date" means the day on which travelers or we are required to pay the Travel Price or perform obligation of refund in accordance with an Arranged Travel Agreement.

Article 3. Completion of Obligation of Arrangement

When we arrange the Travel Service with the due care of a good manager, the performance of our obligations under an Arranged Travel Agreement will be completed. For this reason, even if we are unable to enter into an agreement concerning provision of the Travel Service with carriers, hotels or other service providers due to full capacity, closure, inappropriate terms and conditions or other reasons, travelers are required to pay us fees for handling travel services ("Handling Fees") prescribed by us as long as we perform our obligations. In the event of execution of a Communication Agreement, the Card Use Date will be the day on which we notify travelers that we were unable to enter into an agreement concerning the provision of the Travel Service with carriers, hotels or other service providers.

Article 4. Persons Who Make Arrangements on Behalf of Us

When we perform an Arranged Travel Agreement, we may have travel agents other than us, persons who make arrangements as business or other assistants in or outside of Turkey make arrangements for us in whole or in part.

Chapter 2 Effect of Agreement

Article 5. Application for Agreement

- Travelers who intend to enter into an Arranged Travel Agreement with us are required to enter the prescribed matters in an application form prescribed by us and submit it to us along with the application fee of an amount separately determined by us.
- Notwithstanding the provision of Article 5.1, travelers who intend to enter into a Communication Agreement with us are required to notify us of their membership numbers and details of the Travel Service they intend to request.
- The application fee specified in Article 5.1 will be handled as part of the Travel Price, cancellation fees or other monetary obligations payable by travelers to us.

Article 6. Refusal of Execution of Agreement

We have the right to refuse the execution of an Arranged Travel Agreement if:

- a credit card owned by a traveler is found to be invalid, or otherwise such traveler fails to perform obligations in connection with the Travel Price or other obligations in whole or in part according to a card membership agreement of a Partner Company in the event of execution of a Communication Agreement;
- a traveler is found to be a member or quasi-member of an organized crime group, person affiliated with an organized crime group, company affiliated with an organized crime group, corporate racketeer (“sokaiya”) or other anti-social force;
- a traveler performs violent or unreasonable acts of demand, acts of using threatening words or behavior or violence for transactions, or other acts similar thereto against us;
- a traveler damages our credit standing, interferes with our business or performs acts similar thereto by spreading rumors or using fraudulent means or power;
- or otherwise there are reasons in connection with our services.

Article 7. Timing at Which Agreement Comes into Effect

- An Arranged Travel Agreement will come into effect at the time when we agree to the execution of such agreement and receive the application fee specified in Article 5.1.
- Notwithstanding the provision of Article 7.1, a Communication Agreement will come into effect at the time when we send notice of acceptance of an application specified in Article 5.2. However, if we send Electronic Acceptance Notice, such Communication Agreement will come into effect at the time when such notice arrives at a traveler.

Article 8. Supplementary Provisions for Effect of Agreement

- Notwithstanding the provision of Article 5.1, we may agree in written special provisions that an Arranged Travel Agreement comes into effect at the time when we agree to the execution of such agreement without the payment of application fees.
- In the foregoing case, the time when an Arranged Travel Agreement comes into effect will be clearly described in the written special provisions specified in Article 8.1.

Article 9. Supplementary Provisions concerning Transportation Tickets, Hotel Vouchers and Other Tickets

- Notwithstanding the provisions of Articles 5.1 and 8.1, we may accept an application orally if such application is for an Arranged Travel Agreement to be executed only for the arrangement of transportation service or hotel service by providing documents indicating the rights to receive the provision of the Travel Service in exchange for the Travel Price.
- In the foregoing case, the time when an Arranged Travel Agreement comes into effect will be clearly described in the documents specified in Article 9.1.

Article 10. Written Agreement

- Promptly after an Arranged Travel Agreement comes into effect, we will provide travelers with a document describing itineraries, details of the Travel Service, Travel Price and other terms of travel as well as our responsibility and liability (“Written Agreement”). However, when we provide documents indicating the rights to receive transportation tickets, hotel vouchers or other Travel Service arranged by us, we may not provide such Written Agreement.
- If we provide the Written Agreement as specified in the first sentence of Article 10.1, the scope of the Travel Service which we are obligated to arrange under an Arranged Travel Agreement will be as specified in the Written Agreement.

Article 11. Method Using Information Communication Technology

- Instead of providing a document describing itineraries, details of the Travel Service, Travel Price and other terms of travel as well as our responsibility and liability, which is provided for travelers when an Arranged Travel Agreement is executed with the prior consent of the travelers or the Written Agreement, if we provide the matters to be described in such document by using information communication technology (“Described Matters” in this Article), we will confirm that the Described Matters are recorded in a file in a communication device used by travelers.
- In the foregoing case, if a communication device used by a traveler does not have a file for recoding the Described Matters, we will record the Described Matters in a file (which will be limited to a file provided only for the relevant traveler) in a communication device used by us and ensure that the relevant traveler has read the Described Matters.

Chapter 3 Amendment and Termination of Agreement

Article 12. Amendment of Details of Agreement

- Travelers have the right to request us to amend itineraries, details of the Travel Service or other details of an Arranged Travel Agreement. In this case, we will make efforts to accept the request from travelers as much as possible.
- If we amend the details of an Arranged Travel Agreement at the request of a traveler as specified in Article 12.1, such traveler is required to bear cancellation fees, penalties and other charges required to change arrangements, which are payable to carriers, hotels or other service providers and pay us amendment service fees prescribed by us at the time of cancellation of the arrangements already completed. In the event of increase or decrease in the Travel Price, which may arise as a result of the amendment of the details of an Arranged Travel Agreement, the difference will be paid by or refunded to the traveler.

Article 13. Termination for Convenience by Travelers

- Travelers have the right to terminate an Arranged Travel Agreement in whole or in part at any time.
- If an Arranged Travel Agreement is terminated in accordance with the provision of Article 13.1, travelers are required to pay consideration for the

Travel Service already received by them or bear cancellation fees, penalties and other charges already paid or payable to carriers, hotels and other service providers for the Travel Service not yet provided. In addition, the travelers are required to pay us the cancellation service fees prescribed by us and the Handling Fees which we would have received if the agreement were not terminated.

Article 14. Termination Due to Reasons Attributable to Travelers

- We may terminate an Arranged Travel Agreement if:
 - a traveler fails to pay the Travel Price on or before the prescribed due date;
 - a credit card owned by a traveler is found to be invalid, or otherwise such traveler fails to perform obligations in connection with the Travel Price or other obligations in whole or in part according to a card membership agreement of a Partner Company in the event of execution of a Communication Agreement; or
 - it is found that any of the events specified in Articles 6(2) to 6(4) occurs to a traveler.
- If an Arranged Travel Agreement is terminated in accordance with the provisions of Article 14.1, travelers are required to bear cancellation fees, penalties and other charges already paid or payable to carriers, hotels and other service providers for the Travel Service not yet provided. In addition, they are required to pay us the cancellation service fees prescribed by us and the Handling Fees which we would have received if the agreement were not terminated.

Article 15. Termination Due to Reasons Attributable to Us

- Travelers have the right to terminate an Arranged Travel Agreement if we are unable to arrange the Travel Service due to reasons attributable to us.
- If an Arranged Travel Agreement is terminated in accordance with the provision of Article 15.1, we will refund to travelers the Travel Price already received from the travelers except for the charges already paid or payable to carriers, hotels and other service providers in consideration of the Travel Service already received by the travelers.
- The provision of Article 15.2 will not preclude travelers from claiming us for damages.

Chapter 4 Travel Price

Article 16. Travel Price

- Travelers are required to pay us the Travel Price during the period specified by us before the commencement of travel.
- In the event of execution of a Communication Agreement, we have the right to receive payment of the Travel Price by a credit card of a Partner Company without obtaining signature of a traveler in a prescribed payment slip. In this

case, the Card Use Date will be the day on which we notify the traveler of the confirmed details of the Travel Service.

- If the Travel Price changes due to revision of fares or charges of carriers, hotels or other service providers, fluctuations in the exchange rate or other reasons before the commencement of travel, we may change the Travel Price.
- In the foregoing case, if increase or decrease in the Travel Price occurs, the difference will be paid by or refunded to travelers.
- In the event of execution of a Communication Agreement with a traveler, if charges to be borne by such traveler arise in accordance with the provisions of Chapter 3 or 4, we have the right to receive payment of such charges by a credit card of a Partner Company without obtaining signature of such traveler in a prescribed payment slip. In this case, the Card Use Date will be the day on which we notify the traveler of an amount of charges payable by the traveler to us or an amount we are required to refund to the traveler. However, if we terminate an Arranged Travel Agreement in accordance with the provision of Article 14.1(2), the traveler is required to pay charges payable to us by the payment method specified by us on or before the due date specified by us.

Article 17. Settlement of Travel Price

- If an amount of charges paid by us to carriers, hotels and other service providers for the arrangement of the Travel Service, which are to be borne by travelers and the Handling Fees (collectively, "Settled Travel Price") do not match an amount already received by us as the Travel Price, we will promptly settle the Travel Price as specified in Articles 17.2 and 17.3 after the end of travel.
- If the Settled Travel Price is more than an amount already received by us as the Travel Price, travelers are required to pay us the difference.
- If the Settled Travel Price is less than an amount already received by us as the Travel Price, we will refund the difference to travelers.

Chapter 5 Arrangement for Organizations and Groups

Article 18. Arrangement for Organizations and Groups

If more than one (1) travelers who travel on the same schedule at the same time designate a responsible representative ("Person Responsible for Agreement") and apply for the execution of an Arranged Travel Agreement, the provisions of this Chapter will apply.

Chapter 19. Person Responsible for Agreement

- Unless we make special provisions, we consider that the Person Responsible for Agreement has all rights to represent travelers who are the members of an organization or group ("Members") in connection with the execution of an Arranged Travel Agreement, and we will perform transactions with respect to travel services for the organization or group as well as the services specified in Article 22.1 with such Person Responsible for Agreement.

- The Person Responsible for Agreement is required to submit a list of the Members to us or notify us of the number of the Members on or before the day designated by us.
- We are not required to assume obligations or duties which the Person Responsible for Agreement assumes at the moment or is expected to assume in the future for the Members.
- If the Person Responsible for Agreement does not accompany an organization or group to travel, after the commencement of the travel, we consider that a Member who is appointed by the Person Responsible for Agreement in advance is the Person Responsible for Agreement.

Article 20. Supplementary Provisions for Effect of Agreement

- When we enter into an Arranged Travel Agreement with the Person Responsible for Agreement, notwithstanding the provision of Article 5.1, we may agree to the execution of the Arranged Travel Agreement without receiving the payment of an application fee.
- If we enter into an Arranged Travel Agreement without receiving payment of an application fee in accordance with the provision of Article 20.1, we will provide the Person Responsible for Agreement with a document describing such information, and such Arranged Travel Agreement will come into effect at the time when we provide the document.

Article 21. Change of Members

- If the Person Responsible for Agreement requests change of the Members, we will accept such request as much as possible.
- In the event of increase or decrease in the Travel Price, which may arise as a result of the change specified in Article 21.1 and fees required for the change will be paid by or refunded to the Members.

Article 22. Tour Conducting Service

- We may have a tour conductor accompany an organization or group to travel for providing tour conducting service at the request of the Person Responsible for Agreement.
- In principle, the scope of tour conducting service performed by a tour conductor will be the services necessary for performing organizational or group activities in an itinerary determined in advance.

Chapter 6 Liability

Article 23. Our Liability

- Should we or persons who make arrangements on behalf of us in accordance with the provisions of Article 4 (the "Arrangement Agent") cause damage to a traveler due to willful misconduct or negligence in the course of performance of an Arranged Travel Agreement, we will be liable to compensate for the damage. However, this provision will apply only if notice is given to us within two (2) years from the day following the date on which such damage occurs.

- If a traveler incurs damage as a result of acts of God, war, riots, suspension of the Travel Service by carriers, hotels or other service providers, order of public authorities or other reasons beyond the control of our Arrangement Agent or us, we will not be liable to compensate for the damage unless such damage is caused by the reason specified in Article 23.1.
- Sunnova Travel Agency claims no responsibility for any loss, damage, accident, injury, sickness or schedule change due to weather, strike, natural disaster or any other cause beyond Sunnova's control. We act in good faith, and cannot be held responsible for any agent, hotel, coach operator, airline, guide, restaurant or any other person's or company's acts, defaults or delays. Travelers should seek their rights through insurance companies and legal authorities. This provision will not apply should such damage be caused due to our willful misconduct or gross negligence.

Article 24. Liability of Travelers

- If we incur damage due to willful misconduct or negligence of a traveler, such traveler is required to compensate for the damage.
- When an Arranged Travel Agreement is executed, travelers are required to utilize information provided by us and make efforts to understand their rights and obligations, and other details of the Arranged Travel Agreement.
- Should travelers acknowledge that the Travel Service provided for them is different from that specified in the Written Agreement after the commencement of travel, they are required to notify us, our Arrangement Agent or the relevant provider of the Travel Service of the difference promptly at travel destinations in order to successfully receive the Travel Service specified in the Written Agreement.

Chapter 7 Deposits for Payment Services

Article 25. Deposits for Payment Services

- We are certified Company by Turkish Ministry of Culture and Tourism and also a regular member of the Turkish Association of Travel Agents (TURSAB).
- A traveler or accompanying travelers who has concluded a travel contract with the Company will have the right to claim reimbursement for their payment of the travel expense as result of transactions with the Company from the deposit Company has placed to the Turkish Ministry of Culture and Tourism specified above. The Turkey Turkish Ministry of Culture and Tourism holds Company's deposit of 7.000TL.
- We have paid the Turkish Ministry of Culture and Tourism contributions to the deposits for payment services in accordance with the provision of Article 22-10(i) of the Travel Agency Act. Accordingly, we do not pay the business deposits set forth in Article 7(i) of the same Act.