

General Terms and Conditions of Rental

1. This contract was signed by and between the LESSOR and LESSEE to regulate the lease conditions of the car which was delivered to the LESSEE with the VEHICLE DELIVERY FORM, which is an integral part of this contract, and the rights and obligations of the parties towards each other. The obligations of the parties stated herein concern the vehicle or vehicles delivered to the LESSEE with the Car Delivery Form. Therefore, this contract cannot be interpreted to mean that parties undertook to rent cars to each other. The LESSEE agrees in advance that if the LESSOR issues Car Delivery Forms for each car it delivers to the LESSEE on different dates, the terms of this contract shall be effective for all rentals.

2. **DEFINITIONS:** The concepts written below carry the meaning stated below as long as it is not stated otherwise in the contract.

2.1. **COMPANY:** ARTI SEYAHAT ACENTESI TEKS. SAN. VE TIC. A.Ş. / SIXT RENT A CAR is the owners of the vehicle and has the authorization to rent the vehicles those are supplied from third parties

2.2. **RENTER:** Is the person and/ or persons and/or entities. Which have their name/names under the part "RENTER" on the VEHICLE DELIVERY FORM, which is under and an integral part of this Contract.

2.3. **VEHICLE DELIVERY FORM:** Is the form, which documents that the Vehicle/vehicles subject to this Contract have been delivered to the RENTER by the COMPANY and that afterwards, returned to the COMPANY by the RENTER. This form hereby is an integral part of this Contract and hereinafter will be referred as VDF. There may be more than one VDF's of this Contract.

2.4. **VEHICLE:** Is the vehicle that the COMPANY owns or holds the rights by renting from third parties, as the operator of those vehicles and rents to the RENTER with an agreed price and those of which the details are provided on the VDF.

2.5. **RENTAL PERIOD:** The duration between the delivery and receipt dates of the Vehicle stated in the VDF.

2.6. **CLAIM ACCIDENT COVERAGE:** The LESSEE shall be liable for all the damage the LESSOR will suffer in case the car rented under this contract suffers an accident or is damaged. However, the LESSEE can eliminate this liability in part or in full within the scope of the COVERAGE he/she purchases. These COVERAGES shall be called CLAIM COVERAGE in short hereinafter. In order for these COVERAGES to be valid the conditions stated herein and the validity conditions of automobile insurance and Compulsory Automobile Liability Insurance must be fulfilled. Otherwise, the LESSEE shall be liable for any damage that occurs.

Automobile Insurance Validity Conditions:

Damages that occur in the vehicle under the following conditions shall be excluded from the insurance coverage:

1-) All damages caused by war, warlike operations, invasion, acts of foreign enemy, combating (whether war be declared -or not), civil war, revolution, rebellion, insurrection and military and disciplinary actions necessitated by these events.

2-) All damages caused by or attributed to ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel as well as measures necessitated by these events and taken by the military and disciplinary forces (the expression of combustion used in this paragraph will also comprise any self-sustained nuclear fission),

3-) All damages caused by any act of public authority on the property except for towing,

4-) Damages that occur while the vehicle specified in the policy is being driven by persons who do not have a driver's license according to the relevant legislation,

5-) Damages which occur while it is being driven by persons under the influence of drugs, or alcohol above the levels determined in the Highway Traffic Regulation, or persons who are prohibited from consuming alcohol according to the same legislation,

6-) Damages which are inflicted on the vehicle on purpose by the insured or the persons whose actions he/she is responsible for or who he/she is living with, the damages which are inflicted on the vehicle because the insured vehicle is high jacked or stolen by the persons whose actions the insured is responsible for or who he/she is living with,

7-) Damages which will be inflicted on the vehicle during its transportation on land, sea, river and air save for the ships and trains that travel with license and which the vehicle will enter and exit on its own power excluding the damages which occur during its transportation or towing due to a damage or malfunction, and which are covered by the insurance.

8-) Damages which occur when the vehicle carries cargo and passengers more than the amount specified in its registration, and which are exclusively caused by exceeding the vehicles' load capacity.

9-) All damages that occur due to acts of terror as specified in Anti-terrorism Law No. 3713, and sabotage caused by these acts, or due to biological and/or chemical contamination, infection or intoxication that occur as a

result of interventions made by authorities to prevent or mitigate such acts.

10-) When the driver leaves the scene of the accident in order to prevent being identified due to violations in Paragraph 5.4 and 5.5 save for compulsory reasons (going to a health institution for treatment or to bring help, to go away for safety reasons, etc.)

Compulsory Automobile Liability Insurance Validity Conditions

- a) Damages caused by vehicles which are not being operated,
- b) Claims which coincide with the right owner's own fault,
- c) The claims of relevant parties which are not covered by the insured's liability risk,
- §) Claims to be made by the insured, his/her spouse, his/her ancestors, and descendants, those affiliated with the insured through adoption, brothers and sisters of the insured who live with him/her due to damages inflicted on their property,
- d) The support indemnity claims of a right owner who is devoid of support but who is not covered by the insured's liability risk coverage, and the support indemnity claims of a right owner who is within the liability risk coverage of the insured, but which coincide with the support person's fault,
- e) The claims to be made against the insured due to the damage inflicted on the property which is on the vehicle other than the baggage and similar property of those harmed during an accident, or the property carried on the trailer or semi-trailer towed by this vehicle,
- f) Moral damages,
- g) Claims the insured may file against the persons whose actions he/she is held responsible under the Highway Traffic Law,
- §) Claims which may be filed due to damages to be inflicted on the insured's vehicle, or on trailers and semi-trailers or vehicles towed by this vehicle,
- h) Damages caused by stolen or usurped vehicles for which the insured is not liable under Highway Traffic Law; claims to be made by persons who get on the vehicle even though they know that it was stolen or usurped, and who suffer damages, and the claims of persons who steal and usurp the vehicle,
- i) Damages caused due to riding motor bicycles,
- i) Damages which are caused by the vehicles used in the acts of terror specified in the Anti-terror Law dated 12/4/1991 and No. 3713 and in the sabotages resulting from these acts, and which the insured is not responsible under the Highway Traffic Law, and claims to be filed by

persons who get on these vehicles knowing that they were or would be used in acts of terror, and who suffer damages, and the claims of persons who use the vehicle in acts of terror and related sabotages,

j) Claims related to cleaning, transportation and disposal of collected wastes due to the contamination or risk of contamination of land, underground waters, inland waters, sea and air due to motorized vehicle accidents, and claims based on environmental damages in relation to the reformation of the environment which is disrupted due to damages inflicted on biodiversity, live resources and natural life,

k) Indemnities claimed due to reflection or indirect damages caused in connection with the damaging fact such as loss of income, loss of profit, work stoppage or loss of rent,

l) Claims which are subjected to general provision through relevant legislation,

m) Liabilities regulated under Article 104 and 105 of the Law No. 2918 (The situations covered by these articles are subject to the compulsory liability insurance arranged for this purpose),

n) All expenses and administrative and judicial fines resulting from criminal proceedings,

o) Claims which are not included in the coverage defined by these General Conditions and its annexes. (Annex: Official Gazette dated 2/2/2016-29612) (1) For indemnity payments which the insurer makes to relevant parties although they are within the scope of subparagraph (d) of the first paragraph of this article, the insurer shall be entitled to refer to the heritage of the insured or to his/her inheritors who are heritage debtors in proportion to the fault of the insured and within the scope of the relevant legislation.

2.7. The LESSOR may insure the vehicles it rents by arranging an automobile insurance with an insurance company, and it may give the claim accident coverages specified in the contract to the LESSEE without arranging an automobile insurance for the vehicles for its price. In situations when the LESSOR does not arrange an automobile insurance, the LESSOR cannot avoid paying indemnity for damages which occur because of not fulfilling the claim coverage conditions under his responsibility. In case of a dispute between the parties as to whether the LESSEE fulfilled the claim accident coverage conditions, Automobile Insurance and Compulsory Liability Insurance validity conditions shall apply.

2.8. **A DAY'S RENTAL:** It is the duration of the 24 hours following the delivery of the Vehicle to the RENTER. The minimum rental calculation period following the delivery of the Vehicle is 1 day.

2.9. **RENTAL CHARGE:** Is the fee that the RENTER paid/will

pay only for the usage of the vehicle. This fee is referred to as "Agreed Daily Rate" in the VDF.

2.10. TOTAL RENTAL AND SERVICE CHARGE: Is the TOTAL RENTAL and SERVICE CHARGES those are accumulated by the extras purchased like the additional services by the RENTER from the COMPANY in addition to Vehicle Rental Charge.

3. SERVICES PROVIDED BY THE COMPANY and THE CHARGES

3.1. Vehicle Rental Service Charge: This is the rental Charge of the vehicle that has been delivered by the Contract, which has been agreed in the VDF as "Agreed Daily Fee". However, this price is valid for the rental terms which are agreed upon (Rental period, dates, delivery and return locations etc.) and in case there are changes in these conditions, COMPANY will calculate the rental amount by the "Standard Daily Charge" stated in the VDF. Unless a rate is agreed between both parties, "Standards Daily Rates" apply. Total Rental Fee is calculated by multiplying the daily charge by the number of rental days. In the delivery phase of the vehicle this charge will be calculated on the assumed rental duration. For every hour that to RENTER fails to return the vehicle following the first 24 hours, t/Srd of the daily fee will be charged as the base for calculation. If the delay in delivery exceeds three hours following the first 24 hours, an additional day's fee and all the extras for another day will be charged automatically.

3.2. Accident and Damages Insurances Limits and Charges: The accident & damages insurance coverages of the delivered vehicles under this contract and the assurance coverage and limits are hereby defined. The insurances, which have been purchased by the RENTER have been indicated as "Additional Insurances" on the VDF. RENTER cannot benefit from an insurance that he has not purchased even if he pays for it after the damage occurs. In order for these Accident & Damage insurances to be Valid, to validity conditions stated in this contract and the related Comprehensive Coverage and Mandatory Insurance validity conditions should have been met. Otherwise, even if the RENTER has paid the Damages Insurance charges, these insurances will not be valid. These accident & damages insurances are as bellow and in order for all these insurances to be valid, the prices of these insurances should have been paid to the COMPANY by the RENTER latest at the phase of vehicle delivery.

3.2.1. Loss Damage Waiver (LDW): This covers the damages that occur due to the theft of the vehicle (theft is defined as a damage in the contract), fire, flood, landslide, acts of terrorism and social movements and accidents. However, in this coverage, the LESSEE is obligated to pay the "LOSS DAMAGE AMOUNT" specified in ATF to the LESSOR. This claim is the price of certain operational expenses

and services that are made by the LESSEE in relation to the damage that occurs, and even if it is determined that the LESSEE is faultless in relation to the occurrence of the damage, his/her obligation to pay this amount continues.

3.2.2. Extended LDW (TLDW): If the RENTER has purchased is insurance: he will not be obliged to pay the "DAMAGES EXCESS AMOUNT" stated at clause 3.2.1

3.2.3. Tyre & Windshield & Lights Insurance (LCF): Damages that occur on the tyres and glass parts of the rented vehicle which are not caused by an accident are not covered by the damage's insurances in the clauses 3.2.1 and 3.2.2 and are always that RENTER's the responsibility. The RENTER who has purchased this purchased this insurance will not be responsible of the damages or losses that occur on the tyres or glass parts of the vehicle he has rent.

3.2.4. Third Party Insurance (IMM): The rented vehicle and the pecuniary damages that the renter causes for third parties (including the passengers of the other vehicle) Highway Compulsory Financial Liability Insurance (ZMMS) are guaranteed within the legal minimum limits. The RENTER is responsible for damages above the legal minimum limits of this ZMMS. The RENTER who purchases this guarantee; over these legal limits, an additional collateral right is purchased as much as the ADDITIONAL IMM AMOUNT specified in the ATF. This insurance is valid for pecuniary losses and RENTER is responsible for the non-pecuniary indemnity claims of the third parties.

3.2.5. Personal Accident Insurance (PAI): RENTER who has purchased this insurance; will have purchased extra insurance rights up to the Personal Accident Insurance Limits stated in the VDF in case there is an accident with the vehicle for the treatment costs of the people in the vehicle and if death or permanent disability occurs.

3.3. Additional Equipment and Service Charge: These are the charges for the extra equipment's (navigation, baby seat etc.) and services (delivery & collection, automated, highway passes, etc.) that the RENTER has requested from the COMPANY the equipment and services purchased by the RENTER and their fees have been stated in the VDF under "EXTRAS" and understood by the RENTER.

3.4. In the event that some or all of the agreed prices are in foreign currency, the equivalents are converted into T.L. through the exchange rate stated in the VDF. Again if, the payments are made in foreign currency, this exchange rate will be taken into consideration.

4. DEPOSIT and COLLECTION: RENTER and COMPANY Twice the amount of the TOTAL ASSUMED RENTAL CHARGE that will occur by the summation of the initially agreed daily fee if any, if not the standard daily fee plus damages insurances and the equipment and service charges will

be collected from the RENTER as DEPOSIT PAYMENT (the deposit payment shall not be less than 2.000 TL). The LESSOR may request that the LESSEE increase the amount of DEPOSIT at the beginning of or during the lease (when an upper segment vehicle is rented, and when security risk is foreseen, when the reserved vehicle is not returned on the pre-determined date, or if suspicious conditions arise). If the LESSEE provides a credit card which belongs to him/her and which bears the information stated in ATF, the LESSOR may collect these amounts from this credit card provided to it via POS device or through mail order. This deposit amount will be collected from the credit card if the RENTER provides the COMPANY a credit card belonging to the RENTER, the information of which is written in the VDF. Though a POS machine or by mail order and might cast a BLOCKAGE PROVISION for additional insurance. The Company may collect this deposit in cash, cheque, bonds, bank guarantee letter. The case that a deposit has not been collected during the delivery of the vehicle does not constitute a waiver of the COMPANY for collecting deposits. If as the result of the final calculation, there is the positive or negative difference between the primary calculation of the initial deposit and THE CALCULATED TOTAL RENTAL CHARGE the party in debt will pay/return this amount back immediately. In the event that there is a remaining balance or new charges occur for the RENTER whose responsibility continues after the return of the vehicle (breakdown, damage, traffic fees, bridge and highway passing charges etc.) COMPANY may collect these charges through mail order from the credit card that the RENTER has supplied. RENTER has authorized the company on this subject. In case the amount that the RENTER is obliged to pay cannot be charged to the Credit Card due to lack of provision or cancellation of the Credit Card or other reasons, parties agree that all the collectibles stated in the Contract will become due debt. RENTER AGREES IN ADVANCE AND WITHOUT ANY OBJECTION that his Credit Card constitutes an important insurance for the COMPANY, that the COMPANY may collect the indemnities for damages and losses that may occur during the rental period or later by the RENTER (damages, bridge and highway, passages/unlawful passages traffic penalties, changes in the rental duration, additional services, damages to the third parties, breaches of the Contract etc.) from this Credit Card supplied to the COMPANY by POS or MAIL ORDER that he consents to this, authorizes the COMPANY and there is the risky that he may not be able to use the card in other transactions due to decreased limit because of these charges or blockages.

5. OPERATOR TITLE BEING TRANSFERRED TO RENTER AND THE OBLIGATIONS OF THE RENTER

5.1. COMPANY has delivered the vehicle subject to rental to the RENTER for the period defined in the VDF.

5.2. RENTER will use the vehicle under the identity of OPERATOR regulated by the provisions of the Code Nr. 2918. For this purpose. In all cases that the operator is

deemed responsibility by the Law the responsibility will be of the RENTER.

5.3. By signing this contract RENTER has declared that he has received the Vehicle with the damages stated in the VDF if not, without any damages, with five tyres including the spare, in perfect condition together with the toolkits, related documents, (motor vehicles registration certificate, motor vehicles traffic certificate, insurance policy, maps, etc.) in addition, with all accessories, in solid condition. If there are no different agreements, he has agreed to return the vehicle at the location that he has initially received it.

5.4. RENTER is obliged to return the vehicle in his possession at the end of the rental period or if the company calls the Vehicle back for any reason in latest 24 hours. In the condition that he has received the vehicle at the location stated in the Contract. In case the RENTER does not return the Vehicle to the COMPANY in these durations "misappropriation misconduct" according to Turkish Penal Code will occur. The responsibilities of the RENTER will be in effect even in the period that the RENTER does not return the rented vehicle at the determined term and condition to the COMPANY.

5.5. The visible damages on the vehicle while the vehicle is being delivered to the RENTER will be stated at the VDF and in case there are no damages on the vehicle naturally there will not be any notations. Similarly, during the return of the vehicle to the Company; RENTER will obtain his own copy of the VDF from the representative of COMPANY. Stating that he has delivered the vehicle without any visible damages and the fuel and km status of the vehicle that could not have been detected during the return of the Vehicle to the Company and that can only be understood by detailed examination or those that surface later. Even after the return of the Vehicle will continue. The RENTER will be responsible of these Damages and Malfunctions according to the Terms of the Contract.

5.6. All the responsibility related to the vehicle delivered to the RENTER until the termination of this contract and/or the vehicle being returned to the COMPANY physically; all pecuniary, legal and penal losses and damages to the vehicles in traffic or third parties, traffic offenses and penalties, recourse lawsuits of third parties of Social Security Institute related to losses occurred by service contract or other reasons will irrevocably belong to the RENTER (operator). The legal addressee of legal and penal claims of this sort is going to be RENTER and not the COMPANY. The COMPANY shall neither be responsible in any way from the damages that happen to or caused by the rented car under this contract nor be an addressee to them. In the event that the COMPANY is addressed related to this vehicle by any claims or official proceedings, the RENTER (operator) will be responsible for all the damages, legal fees and attorney charges from the legally addressed date

until the resolution, towards third parties or the COMPANY.

5.7. RENTER will provide the necessary actual and legal support to the COMPANY for making claims on third persons or against claims by third persons to the COMPANY. In case the COMPANY request, the RENTER will assign his litigation rights to the COMPANY.

5.8. Although there is no "operator", if the LESSOR is obligated to pay an amount (all kinds of fines and expenses such as claims, damages suffered due to the prohibition of the vehicle from traffic or its impounding, parking and towing vehicle fees if the vehicles is brought to a trustee park) to persons due to these vehicles even though it is not the operator), it shall resort to the LESSEE with all documents for its collection with interest and penal clause. The LESSEE's rights shall be reserved within the limits of accident coverage.

5.9. In any accident, damages/malfunction of the rented vehicle or traffic offense, the RENTER is obliged to inform the COMPANY in writing within at latest two hours following the occurrence of the accident, damages/malfunction or the offense.

5.10. In case within the rental period of the vehicle which is under the rental of the RENTER. Vehicles of the company are banned from traffic/subject to preliminary injunction/provisional seizure confiscation. seizure/blockage/injunction to the belongings of the COMPANY due to damage brought to third persons or the belongings of third persons or any other reason arising from the RENTER's actions, RENTER will provide that these third party actions be removed immediately. In the event that these actions cannot be removed by the RENTER. Due to the reason that the vehicle or vehicles cannot be used partially or wholly, and the COMPANY will be deprived of the income, the responsibility of the RENTER related to the rental will continue with the same conditions and the same rental charges and a new vehicle will not be assigned. RENTER is also responsible of the losses the COMPANY will incur due to the injunctions to its possessions and money. In case the banning from traffic/subject to preliminary injunction/provisional seizure! confiscation. seizure status cannot be lifted for 6 months. RENTER is obliged to pay the COMPANY the proforma invoice price of (purchasing price of a new car.) for the vehicle or vehicles subjected to this.

5.11. In case RENTER does not return to the COMPANY the documents of the vehicle (Motor vehicles registration certificate, motor vehicles traffic certificate, insurance policy, plates and car keys) when returning the vehicle, he is going to pay the rental fee for the duration that will pass until he finds and returns these and in case these are lost, he will be obliged to pay for the losses for business of the vehicle and the charges that will be paid for new documents. The loss and theft of these documents and parts are not

covered by insurance.

5.12. RENTER may not write any texts, advertisements presentations on the vehicle. He may not make any modifications, charge or addition to the vehicle, its accessories, or any part.

5.13. RENTER has declared and undertaken that he is going to comply with both Highway Traffic Law and other T.H. Laws and Legislations. The vehicle may not be used to carry passengers or load, with or without charge or though rental. RENTER has hereby declared and undertaken that he will not use the Vehicle for unlawful. RENTER may not enter sports activities with the Vehicle, may not use and administer the Vehicle in a dangerous manner unsuitable to the road and weather conditions may not use for pulling pushing or carry another Vehicle or objects that do not or cannot move. The Vehicle may not be taken abroad.

5.14. The Vehicle may not be assigned by the RENTER in any way or by any means or driven by third persons except those determined in the VDF as the second driver or rented to any other persons.

5.15. RENTER is obliged to use, save, and park the vehicle with care. RENTER has to check the Vehicle's fuel, engine, engine water, engine oil, tyres and moving parts electrical equipment, lights, Wheel alignment and adjustment and other equipment for usage in traffic and that the Vehicle is in good condition to be used so as not to present danger for life and property. RENTER must check the displays of the Vehicle. The Vehicle may not be used with insufficient water, oil levels, high temperature and malfunction warning indicators. RENTER is obliged to inform the COMPANY immediately in the smallest indication that the Vehicle may present danger for driving. RENTER may not go into traffic in case the Vehicle is presenting danger, in whatever manner it may be. In case the Vehicle is damaged or malfunction due to a RENTER who does not Show due care or is in severe negligence. COMPANY shall not assign another Vehicle and may ask for the return of the Vehicle. Which is in possession of the RENTER.

5.16. RENTER is obliged to notify the COMPANY of the Vehicle, which, according to the service documents that are in the vehicle, the maintenance and repair time is due according to the Kilometer's and within the rental period and turn the vehicle over for service to the COMPANY. RENTER may have small maintenance and repair works done not excluding 200,00 TL. by obtaining the verbal approval of the COMPANY and he may request the payments that he has done from the COMPANY up to this amount. Emergency maintenance and repair exceeding this amount may not be performed without the written approval of the COMPANY.

5.17. In case RENTER does not return to the COMPANY the documents of the vehicle (Motor vehicles registration certificate, motor vehicles traffic certificate, insurance

policy plates and car keys) when returning the vehicle, he is going to pay the rental fee for the duration that will pass until he finds and returns these and in case these are lost, he will be obliged to pay for the losses for business of the vehicle and the charges that will be paid for new documents. The loss and theft of these documents. The loss and theft of these documents and parts are not covered by insurance.

5.18. The vehicle during the rental period. The RENTER is personally responsible for all traffic crime fines written on the plate, bridge and highway tolls, and the penalties and compensation resulting from bridge — highway illegal crossings. Even if the lease agreement expires, this responsibility of the RENTER continues against the COMPANY. These penalties and services, which usually occur after the vehicle has been returned to the COMPANY, can be collected by deducting from the deposit given by the RENTER to the COMPANY or by mail order from the credit card that the RENTER provided to the COMPANY at ATF. It can also be requested from the RENTER in cash or by money order.

5.18.1. In case the COMPANY faces the payment of the traffic offenses ticket charges that are served to the company or those that the COMPANY learns by its own means that have been prepared legally, to the plates of the vehicles or the name of the RENTER; COMPANY will collect these charges from the RENTER by adding 25,00 TL (Including VAT) service charge to each ticket it pays in.

5.18.2. In case the COMPANY pays the RENTER's bridge and highway passage fees if any; COMPANY will collect these charges and also charge an additional 8,00 TL (Including VAT) for these passage fees, ticket fees and interests for delay that it paid. If the referred fees are paid by the RENTER, it is compulsory that the receipts of these payments are discharged to the COMPANY. The receipts that have not been discharged will be considered unpaid.

5.19. The fuel and fuel charge of the vehicle when it is in the possession of the RENTER, belongs to the renter. It is stated at the VDF at what percentage or unit of tank fuel the vehicle has been delivered and at what percentage or unit tank fuels the Vehicle has been returned by the RENTER. In case the RENTER returns the Vehicle with a lower level of fuel than he was received, the fuel difference will be calculated with daily fuel prices and will be collected from the RENTER. If the opposite is true, then, the amount will be deducted from the rental fee and thus returned to the RENTER. In case the Vehicle is delivered to the RENTER with a full tank and returned by the RENTER with a full tank and returned by the RENTER to the COMPANY with less fuel, an extra 50.00 TL (Including VAT) Tank Filling Service Charge is also collected from the RENTER in addition to the price of the fuel shortage.

5.20. The vehicle may be rented to the RENTER for a certain

kilometer limit term. If there is such a limit, the limit — exceeding fee will be defined on the VDF under "KM Usage Limit" area and the excess amount will also be stated on the VDF under VDF "Extra KM Charge" area. In cases when the allowed kilometer Limit is exceeded, the additional KM charge is calculated at the end of the rental period.

5.21. RENTER may request that his expenses related to the rentals to be invoiced to the name of another real or legal person. This shall be stated at the "Invoice Title" section of the VDF. In such a case (in cases when the invoice is not in the name of the RENTER) RENTER has agreed, declared and undertaken in advance that: He has personally declared the different real/corporate name at the Invoice Title section of the VDF himself, that he knows that the invoice will be prepared on the name of the real/corporate person that he has declared and not himself, In case the COMPANY reverts to the RENTER's responsibilities for any reason, he agrees that the responsibility related to the terms of the Contract belongs to him although the invoice is not on his name, That in the VDF "The name under the Invoice Title Section is different and/or he is not going to object that he has not performed the rental under this contract herein and/or that he did not perform the rental stated in this contract herein there is no invoice in his name and that he will not raise any other objections"

5.22. RENTER approves and declares that the control responsibility of the vehicle during the return process belongs to him and that he has released the COMPANY in advance from the responsibility of the loss or damage of any items and the expenses related to these items, that have been carried or left in the Vehicle either by himself or somebody else during the rental period, before or after the Vehicle is returned to the COMPANY.

6. BREAKDOWN THEFT DAMAGE AND BETRAVAL OF TRUST INSURANCE COVERAGES OF THE RENTED VEHICLE AND INDEMNIFICATION OF SUCH DAMAGES TO THE COMPANY:

6.1. BREAKDOWN OF THE RENTED VEHICLE DUE TO A REASON OTHER THAN AN ACCIDENT

6.1.1. The situation that a maintenance and repair need arise for the rented vehicle except the periodical maintenance and repair that the manufacturer determines and also maintenance and repair necessity arises due to the RENTER's breach of this contract, will be deemed to be the User's fault. Only the RENTER is responsible of the maintenance and repair that arises due to user's fault, and these are not covered by the damage's insurances.

6.1.2. During the Maintenance and repair period that arises due to the User's fault, the Vehicle shall not be considered to be returned to the company in a complete and intact and the Contract terms and rental fee continues for the RENTER.

There is no obligation a new vehicle to the RENTER during the period of maintenance and repairs, which have arisen due to the default of the user.

6.1.3. Parties have agreed that; in these kind of situations (i.e. in determining if the damages or malfunction are due to user's fault) they will consider the expertise report of any authorized service, authorized by the manufacturer or importer of the Vehicle sufficient and that they will not require any other determination by other institutes or through courts. RENTER has in advance accepted that these maintenance and repairs will be performed in the authorized services of the Vehicle using original spare parts and the expertise of the authorized services, without any objections.

6.2. THE RENTED VEHICLE TAKING PART IN AN ACCIDENT:

The rented Vehicle is insured by the COMPANY within the damages insurances limits purchased by the RENTER as stated at clause 3.2. However, in order for these insurances to be valid, the conditions stated below have to be met.

6.2.1. If the RENTER is not in an inhibitive condition documented by the doctor's report, he is obliged to report the accident to the COMPANY immediately. RENTER shall by no means interfere with the damaged vehicle at the accident location (the losses resulting from the theft of certain things from the vehicle "radio, spare tyre, toolkits, etc." are not covered by the insurance.)

6.2.2. In case the Vehicle is subject to accident, unilaterally, RENTER should apply to the nearest police or gendarmerie station without changing the location of the vehicle and obtain the accident and alcohol reports.

6.2.3. In bilateral accidents RENTER, except the conditions stated below, together with the other drivers in the accident, according to the nature of the accident, should prepare the Report for Accidents Resulting in Material Damage according to the KTK (Road Traffic Code) fit/LAST article as is stated on the report. In bilateral accidents, at the situations stated below, the accident investigation report must be prepared by the traffic police/gendarme.* If one of the drivers is using a motor vehicle without a driving License

If one of the drivers is under age, 'If one of the drivers is under the influence of alcohol or mental illness possibility, In case one of the vehicles in the accident belong to a public institute, 'If there are damages to the goods of public institutes,* In case one of the vehicles in the accident do not have traffic insurance, 'If the traffic accident resulted in death and/or bodily harm.

6.2.4. RENTER will deliver the originals of the aforementioned documents, the photocopy of his drivers' licence insurance policies of the other cars in the accident and their addresses and phone numbers, names and address and similar communication information of the witnesses if any in latest

48 hours to the COMPANY.

6.2.5. In case of an accident in order for the Vehicle to benefit from the accident insurance referred to in this contract and that the RENTER has purchased, the conditions have to be met by the renter. RENTER who does not/cannot fulfil the validity terms of the damages insurances due to not completing one or more of these processes or because the originals of the documents are not present, will reimburse the COMPANY for all the losses (damage charges, loss of value of the vehicle, income loss due to the Vehicle not being possible to rent during the period of repair, operational expenses like the towing of the Vehicle material an psychological indemnity requests of third parties etc.) .I.e. in case the damage insurance validity terms are not fulfilled by the RENTER, he will be responsible of all the losses due to the accident. In this case, the fact that damages are insured, and that the RENTER has purchased.

6.2.6. All the damage insurance stated in this contract are VDF. Additionally, these insurances will be considered void if the RENTER has not paid the insurance charge to the COMPANY until the day of the accident, it will be considered void.

6.2.7. Even though the accident insurance terms are met by the RENTER for the damages of the rented vehicle, if the RENTER let a RENTER will be responsible of all the damage (damage charges, loss of value of the vehicle, income loss due to the Vehicle not being possible to rent during the period of repair, operational expenses like the towing of the Vehicle etc.) to the Vehicle. In this case, COMPANY is not obliged to refer to the insurance policy that it has insured the vehicle, if any partly or completely. However, in cases like these, the COMPANY will not collect its losses additionally from the insurance policy.

6.2.8. RENTER is responsible of the losses and the compensation of the losses that are not covered by the insurance like the spare tyre and Wheel trim caps being stolen or fallen, audio system theft, loss or theft of the documents of the vehicle including car keys being lost or damages. The damages in the vehicle (cigarette burns, cracks, excessive wear, tear and impairment, special, washing cost due to carrying hair pets and excessive dirt) are not covered by the insurance and are the responsibility of the RENTER.

6.2.9. In situations that the RENTER is personally responsible of part or all of the losses of the vehicle for any reason (damage charges, loss of value of the vehicle, income loss due to the Vehicle not being possible to rent during the period of repair, operational expenses like the towing of the Vehicle etc.) THE COMPANY DOES NOT HAVE THE OBLIGATION OF OBTAINING A REPORT THROUGH THE COURT and the damaged Vehicle will be taken to any authorized services by the COMPANY and the

minutes/expertise report that will be prepared there stating the damages and repair charges will be binding for the RENTER. RENTER declares in advance that he accepts the report prepared by the authorized service. The Damaged Vehicles will be repaired in the authorized service points with original spare parts. In case the Vehicle in the accident is totaled RENTER shall pay the Proforma Invoice value of the Vehicle (Value of a new car) to the COMPANY. In case of any damage, an extra 30.00 TL (including VAT) "Damage Administration Fee" is also collected from the RENTER in addition to the damage charges, loss of value of the Vehicle income loss due to the vehicle not being a writable to rent during the period of repair, operational expenses like the towing of the vehicle etc.

6.3. THE RENTED VEHICLE BEING SUBJECT TO THE THEFT:

6.3.1. RENTER declares and accepts that he is going to show due diligence and take all precautions as a cautious owner as defined in the laws to prevent the theft of the Vehicle he has rent.

6.3.2. In the event of theft, RENTER is obliged to deliver the original keys of the Vehicle to the COMPANY.

6.3.3. In the event that the Vehicle is stolen/lost for any reason and due to RENTER's gross negligence or any other reason and is not covered by the damage's insurances, RENTER shall pay the Proforma Invoice value of the Vehicle (Value of a new car) to the COMPANY.

6.4. ENTRUSTING THE RENTED VEHICLE TO THIRD PARTIES BEFORE THE RENTER AND/OR BETRAYAL OF TRUST STATUS

6.4.1. RENTER declares and undertakes that especially as 'betrayal of trust' is not covered by the damage's insurances, he knows that he is not supposed to hand the keys of the rented Vehicles to third persons, and for this reason, he will not entrust the rented vehicle to third persons (valet service car park attendant, a relative, etc.)

6.4.2. RENTER in this case i.e. if the Vehicle is entrusted to third persons: he is obliged to pay the proforma invoice value of the Vehicle (new car price) to the COMPANY. RENTER will also be responsible of all the losses that will arise in this situation.

7. INDEMNIFICATION OF THE LOSSES TO THE COMPANY, INTEREST AND PENALTIES:

7.1. According to this contract here in, all the payments, together with all the irrevocables that are with in the RENTER's responsibility but are paid by the COMPANY for any reason will be compensated by the RENTER.

7.2. Parties have agreed that the interest rate that will be calculated as 50% more of the effective commercial rediscount rate will be applied to all kinds of collectibles

of the COMPANY arising from this contract here in (rental charges, damages charges, loss of value, loss of income, operational expenses, material/moral find emnifications, revocation, litigation, expenses and minimum counselling charges and all kinds of other payments.)

7.3. RENTER has accepted, declared and undertaken that in case the debts of the RENTER arising from this Contract here in becomes overdue, together with the contractual interest and in addition to that he is going to pay a penal term of 25% of the delayed payment. The penalty amount may not be less than 1.000,00 TL in any way. The provisions of this contract here in that bring penal term obligations to the RENTER are also reserved i.e. the penal term agreed with in this clause will be applied as an additional obligation in any condition.

7.4. If the RENTER has caused the damage in purpose or through gross negligence or fault, COMPANY may consider that its name, commercial reputation, title or brand to have fallen into disrepute and together with the indemnification of the losses that the RENTER has caused by not complying to the aspects stated in this contract, may claim for moral indemnities at least twice the material losses from the RENTER.

8. DISPUTES

8.1. In case RENTER is a foreign national. RENTER has declared that he accepts that the decree obtained from a Turkish court related to this Contract herein will also be applied in his own country.

8.2. For the notices of the parties to each other, the addresses written on the Contract are considered to be the notification addresses and also the notification sent through the Recording Electronic Mail addresses that the parties possess before or after the signing of the contract (REM) will also be considered to be delivered to each other within the legal legislations. The changes of the trade name or the address any of the parties will be notified to the other party in written prom. In case there are no written notification, the notification made to the address stated in this Contract will be valid.

8.3. Any kind of invalidity, none enforcement or inconsistency with law of any of the terms or provisions of this contract does not remove the obligatory nature of the other provisions of the contract.

8.4. In disputes that arise from this contract. RENTER accepts declares and undertakes that, the legal books and documents of the COMPANY, it's bank statements cargo delivery forms (COMPANY is going to send to invoice, by cargo with the delivery address stated on the VDF and the event that the cargo is received by the RENTER or a third person will mean that the invoice is delivered and served to the RENTER) all kinds of documents presentment by

the COMPANY (e — mail printout, fax, photograph, audio and video records, etc.) have the effect of bonds as far as Code of Civil Procedure is concerned and these are final and conclusive evidences and no other evidence, bonds or documents will be required.

8.5 ISTANBUL ANATOLIAN COURTS AND EXECUTION OFFICES shall have jurisdiction over any dispute between the lessor and the LESSEE.

INFORMATION TEXT UNDER THE LAW ON PROTECTION OF PERSONAL DATA

SIXT Rent a Car (ARTI Seyahat Acentasi Tekstil Sanayi ve Ticaret Anonim Şirketi) as a data controller; Within the scope of the Personal Data Protection Law (Law) numbered 6698, your personal data consisting of identity, communication, customer transaction, finance, audio / visual information, marketing, and vehicle information are used in leasing processes. In cases where the damage process is in question, personal data within the scope of location, damage, legal action, criminal conviction and security measures, health information can also be used according to the nature of the damage. The mentioned data; execution of lease offer / sales processes, identity confirmation, payment transactions, prevention of misuse and determination of payment power, determination of suitable tools for the customer, commercial electronic message sending and marketing processes, delivery• return transactions, evaluation of requests and complaints, damage and recourse processes in order to provide after-sales support services and to carry out insurance processes when necessary.

The personal data in question; It is collected electronically through automatic means or non-automatic means in written/verbal form. These personal data are “necessary because it is directly related to the establishment and execution of the contract “,” being obligatory of the data controller to fulfill its legal obligation “,” “clearly stipulated in the law”, “fundamental rights and freedoms of the person concerned” under Article 5 of the Law. Provided that it does not harm, it is processed based on the legal grounds of “mandatory data processing for the legitimate interests of the data controller” or “the explicit consent of the data subject”.

Your personal data are linked, limited are measured for the purposes of transfer; Providing after — sales support services, performing payment transactions, carrying out damage and recourse processes, conducting insurance transactions, preventing misuse and determination of solvency, carrying out assistance service processes, carrying out marketing activities, carrying out and monitoring legal affairs and transactions, performing audit activities, authorized public. Assistance companies and business partners, services, banks, suppliers, persons and

organizations from which we receive consultancy services, courier, and other transportation companies, experts and insurance companies, group companies and authorized public institutions and organizations, for the purpose of sharing information with institutions and organizations.

Regarding these processes, your rights under article 11 of the Law are as follows:

- Learning whether your personal data is processed or not
- Requesting information if your personal data has been processed
- Learning the purpose of processing your personal data and whether they are used appropriately for their purpose
- Knowing the third parties in the country or abroad to whom your personal data has been transferred
- To request correction of your personal data in case of incomplete or incorrect processing and to request notification of these transaction to third parties to whom your personal data has been transferred
- To request the deletion or destruction of your personal data in case the reasons for the processing of your personal data disappear, and to request notification of these transactions to third parties to whom your personal data is transferred.
- Object to the occurrence of a result against you by analyzing your processed data exclusively through automated systems.
- In case you suffer damage due to unlawful processing of your personal data, requesting the compensation of the damage

You can send your requests regarding the aforementioned rights in writing to the address “Saray Mah. Dr. Adnan Buyukdeniz Cad. 4/2 Umraniye Istanbul” or via e - mail to “kvkk@sixt.com.tr” in accordance with the “Communique on the Principles and Procedures of Application to Data Controller”. You can find more detailed information about the lighting processes and application at <https://www.sixt.com.tr/en/privacy-notice-under-lppd>.

