

Dear valued customers,

We respect and attach great importance on protecting the privacy of your personal life.

Therefore, we would like to inform you regarding the processing and protecting of your personal data under the Personal Data Protection Law No: 6698 being in force in order to protect your fundamental rights and freedoms.

### **General Scope of the Law**

Garanti Filo Yönetim Hizmetleri A.Ş. is referred to as “Data Controller” under the Personal Data Protection Law No: 6698. Within the scope of the law as Data Controller, personal data collecting, recording, storing, updating, classifying, sharing or assigning personal data to third parties to the extent permitted by the body of current law is regarded as “Data Processing”.

### **Why and What for Do We Use Your Personal Data?\***

- All type of products and services within the business operations of our company,
- Registering your identity, address and other necessary information for identifying your data on your transactions,
- On your request, presenting our products and services in line with your requirements,
- Convey important information to you through your contact information.
- Issue all records and documents necessary in order to perform your actions on paper, verbally or electronically (internet/mobile branch etc.),
- Meet your demands regarding damages, malfunctions, tires, and replacement vehicles,
- Storing and reporting the data requested by public, executive and legislative bodies that we are obligated to give information under the body of current law and informing such bodies,
- With your permission, presenting our products and services for different purposes within the body of current law, planning and carrying out personalized products/services/offers, preparing products, services, working model offers, profiling, segmentation, creating intercompany targets, scoring, risk analysis, customer relationship management, intercompany performance tracking and performing analysis, statistical operations, developing of our company’s service presentation model designs, market research;
- Recording camera footages of our head office and branches for workplace security reasons,
- Planning, inspecting, and carrying out corporate sustainability, corporate management, strategic planning and data security processes,
- In order to fulfill our administrative, legal and contractual obligations.

### **Who Do We Share Your Personal Data With?**

Your personal data can be transferred to public bodies and institutes, public entities, executive and legislative bodies as well as our main shareholders and direct or indirect national or international affiliates (For Ex: T. Garanti Bankası A.Ş., Garanti Filo Sigorta Aracılık Hizm.

A.Ş., Garanti Emeklilik ve Hayat A.Ş., Euroko Sigorta A.Ş., Garanti Konut Finansmanı Danışmanlık Hizmetleri A.Ş., Garanti Faktoring A.Ş., Garanti Finansal Kiralama A.Ş., Garanti Ödeme Sistemleri A.Ş., Garanti Bilişim Teknolojisi ve Ticaret T.A.Ş., Garanti Yatırım Menkul Kıymetler A.Ş. ve Garanti Portföy Yönetimi A.Ş.), outsources, cooperates, business partners, national and international banks and other third parties in order to perform our business operations and fulfill our obligations arising out of the lease relationship between you and our company pursuant to regulations and limitations set by the Personal Data Protection Law.

### **Where Can We Access Your Personal Data?**

Your personal data can be collected through channels such as head office, branches, online branch, mobile branch and call centers by written, verbal or electronical means.

### **What Are Your Rights Under The Law?**

You may, at any time request;

- a) To learn whether your personal data is processed, purpose of process and whether it is used appropriately for its purpose and to be informed about, if your data is processed,
- b) To learn the third parties that your information is being shared to nationally and internationally according to law,
- c) Correction of your information if you believe your information is processed deficiently or incorrectly,
- d) Deletion or extermination of your information Pursuant to terms set forth in Article 7 of the Law,
- e) Third parties who your information is shared to be notified regarding your requests on article (c) and (d) and ask them to perform such actions,
- f) Compensation if you suffered damages by unlawful record or use of your information or object to any emerging consequences against you arising out of the analysis made by automated systems.

In case such request requires an additional cost, you may be charged a fee amount declared by the Personal Data Protection Board. Your requests in your application will be concluded promptly and in 30 (thirty) days at the latest according to the nature of such request.

You may submit your written applications to our branches in order to use your rights under the law and visit Personal Data Protection Agency's website for more information.

We wish you a pleasant day.

\*This notice will be updated accordingly in the event of any changes of our company's personal data inventory operations.

### **CUSTOMER INFORMATION**

**Name Surname / Title** : .....

**Date** : .....

**Signature** : .....

Date: .../.../...

**INSTRUCTONS REGARDING PERSONAL DATA PROTECTION LAW AND  
COMMERCIAL ELECTRONICAL COMMUNICATIONS**

My Personal data can be;

- Used to fulfill your obligations arising out of the long term vehicle lease contract, meet my demands regarding payments, damages, malfunctions, tires, and replacement vehicles etc.,
- Used as part of the enlightenment for products and services, for creation of special offers and opportunities for me, marketing with promotions oriented towards these products and for carrying out services, planning, statistics, analysis, customer satisfaction and customer relations management operations,

Processed by Garanti Filo Yönetim Hizmetleri A.Ş. and outsources, collaborators, business partners, and other partners connected with third parties your company procures services from to execute business operations and fulfill its obligations and Commercial eletronical communications regarding promotions, special offers, and marketing operations of your company and your affiliates<sup>1</sup> products and services to be sent to my communication addresses in your records or to the ones I will inform you of in the future:

I approve

I do not approve

**I Would Like to Receive Communications via (You may choose one or more):**

All            SMS            E-Mail            Address            Phone

If you mark “All”, your preference will be valid for other channels that might be introduced or used by our company or affiliates after the date of signing this form. You may change your preference regarding process of your personal data and commercial communications at any time you wish.

**CUSTOMER INFORMATION**

**Name Surname / Title** : .....

**Customer Number** : .....

**E-mail address** : .....

**Phone Number** : .....

**Signature** : .....

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<sup>1</sup> (For Ex: T. Garanti Bankası A.Ş., Garanti Filo Sigorta Aracılık Hizm. A.Ş., Garanti Emeklilik ve Hayat A.Ş., Euroko Sigorta A.Ş., Garanti Konut Finansmanı Danışmanlık Hizmetleri A.Ş., Garanti Faktoring A.Ş., Garanti Finansal Kiralama A.Ş., Garanti Ödeme Sistemleri A.Ş., Garanti Bilişim Teknolojisi ve Ticaret T.A.Ş., Garanti Yatırım Menkul Kıymetler A.Ş. ve Garanti Portföy Yönetimi A.Ş.)

**LONG TERM VEHICLE LEASE CONTRACT**  
**CONTRACT NO:**

On one hand GARANTİ FİLO YÖNETİM HİZMETLERİ ANONİM ŞİRKETİ (hereinafter shall be referred to as “the **LESSOR**”) resident at the address Eski Büyükdere Cad. No.23 Maslak/ISTANBUL and on the other hand

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(hereinafter shall be referred to as “the **LESSEE**”) established/resident at the address

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have agreed as follows.

**1- SUBJECT AND PERIOD OF THE CONTRACT**

The subject of this contract constitutes the lease of the vehicles, owned by the **LESSOR** with specifications (engine, chassis, model, make, color, unit, accessories etc.) provided in the **SUB-CONTRACT** and documents enclosed to this contract, by the **LESSOR** to the **LESSEE**, under the terms specified in the contract with lease period and monthly lease rates stated in the **SUB-CONTRACT** signed by the **LESSEE**. (Delivery date of the vehicles to the **LESSEE** shall be determined by the **SUB-CONTRACT** and documents in accordance with the order requests.)

**2- OWNERSHIP OF VEHICLES AND NON-ASSIGNMENT**

The ownership of vehicles subject to this contract belongs to the **LESSOR**, and the **LESSEE** cannot claim ownership in any manner. The **LESSEE** shall not assign this contract, or any interest of this contract in any manner to any real person and/or legal entity without first obtaining the written consent of the **LESSOR**. The **LESSOR**'s cooperation and partnerships with third persons in order to fulfill its contractual obligations shall not be interpreted as assignment of rights and obligations under this contract.

**3- DELIVERY OF VEHICLES**

**3.1.** The **LESSEE** shall provide the **LESSOR** with names and last names, driver's license copies along with the proof of authorization of such persons who are authorized to receive the vehicles.

**3.2.** The vehicles will be delivered with specifications provided in the **SUB-CONTRACTS**, license plates registered, as all controls and insurance policy made, with a spare tire and ready for use. Vehicle registration documents, highways motor vehicles obligatory liability policy (traffic insurance), spare key, warranty certificate, user's manual, traffic set, fire extinguisher, snow chains and the toolkit of the vehicles will be delivered to the **LESSEE** at the delivery of

the vehicles. No responsibility can be attributed to the **LESSOR** due to no and/or late pick up of the vehicles by the **LESSEE**.

**3.3.** The **LESSOR** shall be bound by its offer in the Order Confirmation Form until the date of validity written on the form. In case the **LESSEE** fails to communicate the order approval in this period, the **LESSOR** shall not be bound by its offer anymore.

**3.4.** Exact delivery dates and locations of the vehicles agreed for lease under this contract shall be notified to the **LESSEE** by the **LESSOR** and exact delivery date shall be shown as lease beginning date on the **SUB-CONTRACTS**. Delivery date shown on the **SUB-CONTRACTS** is also the issuing date of the first invoice. The **LESSEE** shall deliver the originals of the **SUB-CONTRACTS** prior to the delivery of the vehicles, otherwise vehicles shall not be delivered. In case of the **LESSEE**'s failure to sign the **SUB-CONTRACTS** regarding vehicles under this contract despite reaching an agreement, or failure to deliver the **SUB-CONTRACTS** prior to the delivery date of the vehicles, the **LESSOR** will begin issuing the invoices on the beginning date of the lease, even though the vehicles are not delivered or the **LESSEE** failed to pick up the vehicles without a just cause.

**3.5.** The **LESSEE** cannot cancel the order until the delivery date of the ordered vehicle or abstain from receiving the vehicle after the delivery of the lease request to the **LESSOR** with an order confirmation form. The **LESSEE** accepts to pay a penalty fee of projected monthly lease rate of the requested vehicle written on the order confirmation form + the amount equal to 5 times of the VAT in case the **LESSEE** cancels the order for lease or abstains from receiving the vehicle on the date of delivery.

**3.6.** The **LESSOR** will deliver the vehicle with the features and on the date stated on the order confirmation form after the **LESSEE** delivers the hardcopies of the contract and order documents to the **LESSOR**. In cases where the delivery date of the vehicle is determined to be seven (7) days or more after the delivery of the contract and order documents to the **LESSOR**, the **LESSOR** may provide a temporary vehicle at its own preference of make/model until the delivery of the vehicle subject to this contract upon the **LESSEE**'s request at the end of the seven (7) day period, on condition that the expense to be covered by the **LESSEE**.

#### **4- THE LESSEE'S LIABILITY TO ABIDE BY THE LAW**

The **LESSEE** is obliged to conform to the provisions of labor law and all other laws and all kinds of legislations. All kinds of direct and/or indirect losses the **LESSOR** may suffer as a result of the **LESSEE**'s non-compliance with the provisions of the law and other legislations shall be compensated by the **LESSEE**.

It is the **LESSEE**'s liability to ensure the signatures on the **SUB-CONTRACTS** are qualified in the signature circulars in accordance with the total transaction amount between the **LESSOR** and the **LESSEE**.

#### **5- THE LESSEE'S OBLIGATION TO PROVIDE COLLATERAL SECURITY**

The **LESSEE** hereby accepts and commits to provide requested collateral securities to the **LESSOR**, provide additional collateral securities if the existing ones fail to satisfy during the execution of the contract and to extend the period of the collateral securities that has expired.

## **6- LEASE RATES AND TERMS OF PAYMENT**

**6.1.** The monthly lease rates of the vehicles subject to this contract, excluding VAT, are as stated in the **SUB-CONTRACTS**. In cases where the lease rate is determined to be in foreign currency, invoices will be issued accordingly to the exchange rates of Central Bank of The Republic of Turkey on the issuing date of the invoice. Monthly lease rates excluding VAT as stated in the **SUB-CONTRACTS** shall be deposited by the **LESSEE** monthly, in cash and at once to a Turkish Lira (TRY) account shown in the invoices or declared by the **LESSOR**, or by other means of payment indicated by the **LESSOR** as total monthly lease rates (including VAT) of the vehicle, within the following seven (7) days of the invoice date. The **LESSEE** is responsible for VAT and in case of an increase in the VAT rates due to laws, the balance will be reflected to the monthly lease rates and to the **LESSEE**. In case of a change in account numbers or in means of payment, the **LESSOR** shall notify the **LESSEE** by a written notice via e-mail, fax or by other means.

**6.2.** In case of failure to pay the monthly lease rates or any fees the parties shall pay to each other under this contract, or failure to pay under the terms and conditions of this contract, or the payment delay exceeds three (3) business days, a delay interest at a rate of more than 50% of the CBRT (Central Bank of The Republic of Turkey) rediscount interest (+VAT) shall be accrued and applied on a daily basis for each overdue e-invoice/e-archive invoice amount determined in TRY in accordance with the CBRT exchange rates on the date of issuance of e-invoice/e-archive invoice. No additional notice will be required for the accrual and withdrawal of delay interests arising from the **LESSEE**'s failure to pay e-invoices/e-archive invoices in forms and periods set forth in article 6.1.

**6.3.** In case of an increase in any tax, duty, and fee (MVT, SCT etc.) over the annual revaluation rate published in the Official Gazette, or new regulated tax, duty and fees by the public authorities during the period of this contract, the **LESSEE** is responsible for the amount exceeding the annual revaluation rate along with new taxes, duties and fees. These costs shall be paid by the **LESSOR** and invoiced to the **LESSEE** after the payment is made.

## **7- THE LESSEE'S OBLIGATIONS**

**7.1.** The **LESSEE** shall not make any material changes and/or additions in any manner on the vehicles subject to this contract without first obtaining the written consent of the **LESSOR**. (Including car phones, mobile kits for vehicles, accessories etc.) The **LESSEE** will be responsible for all kind of damages that may occur at the end of the lease period due to additions and/or material changes or removal of such parts.

**7.2.** The **LESSEE** shall not lease/sub-lease or permit any real person or legal entity use the vehicles assigned to the **LESSEE**'s use, except its own personnel and authorized individuals. The **LESSEE** will be responsible for all damages that may occur due to contrary behavior and shall not make a claim on the **LESSOR** or the insurance company.

**7.3.** The **LESSEE** shall only permit the individuals with a driver's license as defined in article 7.2. to use the vehicles, shall not use or give permission to use the vehicles in violation of any current or future laws, regulations, rules or any type of legislative regulations governing vehicles and operation or control of motor vehicles and shall take all necessary measures in order to prevent such violation. Otherwise, the **LESSEE** will be entirely responsible for all kinds of monetary penalties, confiscation of vehicles and/or expenses (including the ones that may give rise to the **LESSOR's** liability as the owner).

**7.4.** The **LESSEE** holds the operator title as defined in laws, for the vehicles subject to this contract. All obligations and liabilities regarding "liability of vehicle operator" under Turkish Law shall be inherited to the **LESSEE** subsequent to delivery of the vehicles. Accordingly, all kinds of legal and criminal liabilities in all traffic accidents and all kinds of damage or loss engendering events involving the vehicles subject to this lease contract during the lease/operation of the **LESSEE**, to third parties and/or their vehicles and/or their assets, material, immaterial losses and/or death cases and/or personal, material and immaterial losses of the drivers or passengers of the leased vehicles, concisely, all personal, material and immaterial damages and losses and all legal and criminal liabilities that may occur due to such damage and loss belongs to the **LESSEE**. The **LESSEE** will be exempt from the abovementioned liability at an amount of the compensation paid under insurance.

**7.5.** The **LESSEE** shall not sublet, use or give permission to use the vehicles for transportation of passengers and/or goods for consideration of money, shall not participate or give permission to participate in rallies or other motor vehicle sports with the vehicles, shall not take and give its personnel permission to take any actions that may violate or invalidate the insurance of the vehicles. In the contrary case, the **LESSOR's** all rights to claim for compensation are reserved.

**7.6.** The vehicles shall be used within the borders of Turkey, and the **LESSEE** shall not take the vehicles outside the borders of Turkey without first obtaining the **LESSOR's** written consent. In case of a request to take any vehicle abroad, the **LESSEE** shall provide the **LESSOR** with a written request including copies of identifications of the personnel taking the vehicles abroad, license plate numbers of the vehicles along with arrival/departure dates. If deemed suitable, the **LESSOR** shall provide the **LESSEE** with power of attorney regarding permission to take the vehicles abroad in accordance with the **LESSEE's** written request, have overseas vehicle insurance and green insurance made and e-invoice/e-archive invoice the cost to the **LESSEE**. Overseas vehicle insurance shall be valid within the coverage, limits and the frame of rules stated in article 11. In case of exceeding the limits or a loss due to risks that are not covered, the **LESSEE** will have all liability. Carne de passage, international driver's license etc. will be obtained and the expenses required for obtaining such documents will be covered by the **LESSEE**.

**7.7.** The **LESSEE** shall not disassemble/have disassembled the mileage counter or any of its connections, and shall not interfere with such counters in any manner without first obtaining the written consent of the **LESSOR**. In case of any malfunction of the mileage counters, the **LESSEE** shall notify the **LESSOR** in written form and shall take the vehicle with the

malfunctioning mileage counter to an authorized service shown by the **LESSOR** and have it repaired.

**7.8.** The **LESSEE** will have the repairs not originating from damage and periodical maintenance of the vehicles made according to manufacturer's instructions, maintenance periods and requirements by following the maintenance procedure separately for each vehicle. Such repairs and periodical maintenance will be made by the **LESSEE** at the the **LESSOR's** contracted dealers on **LESSOR's** expense. The expense of the parts required to be replaced during such periodical maintenance and repairs including the workmanship will be covered by the **LESSOR**. Besides the periodical maintenances, under the conditions projected by the manufacturer within the scope of additional repairing operations, expenses regarding brake bolts, brake discs, transmission oil, brake hydraulic oil, clutch pressure brake disc, wipers and wheel balancing will also be covered by the **LESSOR**. Moreover, the ownership of all parts replaced during such maintenances and repairs will also belong to the **LESSOR**. All costs and expenses regarding operations except the periodical maintenance and abovementioned additional repair operations will be covered by the **LESSEE**.

The **LESSEE** shall ensure to have all kinds of maintenances and repairs made at the **LESSOR's** contracted services, and at the nearest contracted service where there are no contracted services.

**7.9.** In case of use of the vehicles in any manner that will invalidate the warranties of the manufacturer, the **LESSEE** shall compensate all damages and losses of the **LESSOR**. Warranty conditions regarding the vehicles are limited with the warranties provided by the manufacturer to the **LESSOR**, and the **LESSEE** shall not request any other warranties from the **LESSOR**.

**7.10.** The **LESSEE** will ensure to keep the vehicles with all parts and accessories in compliance with the current and changing legislative regulations and upon the **LESSOR's** request, will have the vehicle available for control by authorized officers of the **LESSOR**, at the vehicles current location or at another location deemed suitable by the **LESSOR**.

**7.11.** The **LESSEE** is liable for all the fuel and parking expenses, bridge and highway tolls, traffic tickets that may arise from driver faults or from deficiencies of the vehicle and for all penalties arising from the municipalities where the vehicle is used. The **LESSEE's** liability will continue even if the ticket was directed to the license plate number without the name of the driver. In case the **LESSEE** pays any penalty within the scope of this article, the original receipt of payment will be promptly sent to the **LESSOR** through registered mail. The **LESSEE** accepts and commits liability for all losses the **LESSOR** may suffer due to failure in delivery of the penalty payment receipts. The **LESSEE** shall pay the penalties paid by the **LESSOR** under the scope of this article within seven (7) days from the issuance date of the e-invoice/e-archive invoice. In case of failure to pay within seven (7) days, the **LESSEE** accepts and commits to immediately pay the **LESSOR** with delay interest at a rate of 50% more than CBRT (Central Bank of the Republic of Turkey) monthly rediscount interest (+VAT).



**7.12.** The **LESSEE** accepts and commits to immediately pay all the costs, expenses and penalties which were paid with delay penalty by the **LESSOR** due to the **LESSEE**'s failure of timely payment, with the delay interest at a rate of 50% more than CBRT (Central Bank of the Republic of Turkey) monthly rediscount interest (+VAT) in cash and at once upon the **LESSOR**'s first written request.

**7.13.** The **LESSOR** will not be liable to the **LESSEE** or to third parties, for non-usage or misuse of the leased vehicle(s) by the **LESSEE** or from failure in assignment of the vehicle(s) to the projected purpose.

**7.14.** Use of license plate frames determined by the **LESSOR** is obligatory. Removal of the license plate frames, use of any other license plate frames will be deemed as a violation of this contract, and article 13 of this contract will be enforced in such case.

**7.15.** The **LESSEE** is liable for the costs that may arise from losing or damaging the vehicle registration documents delivered with the vehicles to the **LESSEE** by the **LESSOR**.

## **8- EVENTS OF ACCIDENT, THEFT OR DAMAGE**

**8.1.** In case of accident, theft of the vehicles subject to this contract, the **LESSEE** shall inform the **LESSOR** in written form in one (1) day from the day of the event at the latest, whether or not the **LESSEE** and/or the driver of the vehicle were in fault, and submit all necessary documents, information to the **LESSOR** and to the relevant authorities. Moreover, the **LESSEE** shall immediately inform the **LESSOR** in written form of all kinds of requests and notifications of the official authorities and of third parties if any involved.

**8.2.** It is entirely under the **LESSEE**'s liability to take all actions in full, required by the law in order to ensure the damages arising from the involvement of the leased vehicles is covered by the traffic insurance and/or vehicle insurance in any accident. All costs of damage and loss that are not covered by the insurance will be paid entirely by the **LESSEE**, in the contrary case.

**8.3.** As required by General Terms of Motor Land Vehicles MOD Insurance and by the scope of the MOD insurance in the additional special conditions section of the sub-contract, all costs of damages and losses that are not covered by the insurance will be paid entirely by the **LESSEE**.

**8.4.** In case leased vehicles get involved in more than four (4) accidents covered by the insurance in one (1) year, an additional fee will be applied at a rate of 50% of the annual MOD insurance policy fee shown in the additional special conditions of the sub-contract and will be e-invoice/e-archive invoiced to the **LESSEE**. Two-sided accidents where the other party is 100% in fault are excluded.

**8.5.** In case of a personal injury and/or death of either the driver of the leased vehicle involved in the accident or a third party, material damages and/or personal injury and/or death that may occur in the leased vehicle and/or the third party's vehicle, the **LESSEE** will be liable

according to article 7.4 and following articles of this contract, and all the damage, loss, compensation etc. amounts shall not be revoked to the **LESSOR** in any manner.

**8.6.** In case the leased vehicles become unusable as a result of an accident, upon related insurance company's totaled report based on a survey or if decided "irreparable" after the assessment of the damage by the **LESSOR**, the lease contract regarding the totaled vehicle will be terminated.

**8.7.** In case of theft or total loss of any of the leased vehicles and in case of non-payment of the insurance indemnity by the insurance company by rightful and legitimate reasons, the **LESSEE** will pay the vehicle value in cash and at once, upon the **LESSORS** first written notice. The vehicle value to be paid is the value shown in the Motor Land Vehicles MOD Insurance Value Directory by the Union of Insurance and Reinsurance Companies of Turkey. Moreover the **LESSEE** accepts and undertakes to fulfill all kinds of contractual liabilities entirely, early return fee being in the first place. The **LESSOR's** right to rightful termination of this contract unilaterally and without a compensation is reserved.

## **9- CONDITIONS OF USER FAULT**

The **LESSEE** shall be entirely liable for all kinds of repair and correction costs of the vehicles due to driver fault (problems that may result from failure of periodical tire pressure checks, deficiency of oil and coolant fluids, continuing driving despite warning lights, problems due to fuel quality, damages in vehicle windows, blowing out/splitting/swelling of tire, theft or loss of wheel covers etc.), excluding accidents and manufacturing faults, and all kinds of damage and loss, and all costs that may arise from such damage due to being out of warranty coverage for these reasons. No temporary/substitute vehicles will be provided for actions that are under the scope of user fault. Even if provided, daily lease rates shown in the **SUB-CONTRACTS** will be recovered from the **LESSEE**. In determination of all kinds of repairs assessed as out of warranty coverage, technical reports provided only by the **LESSOR's** contracted services will be deemed valid. The **LESSEE** is liable for compensation of all kinds of damages and having such damages repaired and fixed, that may arise from conditions assessed as user fault. The **LESSEE** accepts and commits to immediately pay the **LESSOR** in cash and at once, the costs of such procedures that were to be paid by the **LESSEE**, but paid by the **LESSOR**, with a delay interest at a rate of 50% more than CBRT (Central Bank of the Republic of Turkey) monthly rediscount interest (+VAT) in case of delay.

## **10- PROHIBITION OF CLEARANCE / DEDUCTION**

In case the **LESSEE** has receivables from the **LESSOR** for any reason, the **LESSEE** shall not clear or deduct that receivable from its overdue debts.

## **11- THE LESSOR'S OBLIGATIONS**

**11.1.** MOD insurance and obligatory traffic insurance shown in the additional special conditions section in the **SUB-CONTRACT** shall be made and insurance charges, other insurance expenses shall be paid by the **LESSOR**.

**11.2.** In case all the conditions set below are met, the **LESSOR** accepts to provide a temporary/substitute vehicle of its own choice of make, model, class and fuel type in two (2) days upon the **LESSEE's** request in case any of the leased vehicles get involved in an accident or malfunction. No temporary/substitute vehicle shall be provided if the vehicle is in service for periodical maintenance.

- 1- The **LESSEE** requests temporary/substitute vehicle from the **LESSOR** verbally or in writing,
- 2- Expected repair period exceeds 2 business days.
- 3- Delivery of damaged/malfunctioning vehicle to service by the **LESSEE** and service reports indicate that damage/malfunction impedes driving safety of the vehicle,
- 4- The **LESSEE** submits all documents of damage to the service as whole and complete in case temporary/substitute vehicle request is due to damage.

Temporary/substitute vehicle services shall be provided during the repair period of the main vehicle. Upon completion of vehicles repair operations, temporary/substitute vehicle shall be returned to the **LESSOR** immediately. Otherwise all costs arising from over use of the temporary/substitute vehicle shall be invoiced to the **LESSEE**.

Temporary/substitute vehicle shall be returned to the same city where it was delivered to the **LESSEE** in the first place. Costs for transportation etc. shall be invoiced to the **LESSEE** if such temporary/substitute vehicle is to be returned to another city.

Temporary/substitute vehicle service shall be provided for 2 times a year for a maximum period of 15 days, in cases of irrevocable accidents caused by giving unilateral statement, deficient documentation, deceptive documentation and/or where the operator is % 100 in fault and/or fails to fill an accident minute, etc. Costs arising from use of temporary/substitute vehicle for more than 2 times in a year or 15 days in total will be invoiced to the **LESSEE**. One year period shall be calculated from the beginning date of the contract.

Service package of the main vehicle is also valid for the temporary/substitute vehicle. In case where temporary/substitute vehicle is damaged, main vehicle's declaration limits and contract terms shall be identically applied for the temporary/substitute vehicle.

Temporary/substitute vehicles mileage shall be added to the main vehicles mileage and included to excess mileage calculation at the end of the contract term.

The **LESSEE** accepts and declares the **LESSOR's** right not to provide a substitute vehicle due to failure of submission of the documents and minutes related to the accident and/or damage as whole and complete.

If the total limits of declaration, shown in the additional special conditions section of the **SUB-CONTRACT** is exceeded, temporary/substitute vehicle rates will be paid by the **LESSEE**.

**11.3.** The **LESSEE** accepts to replace the tires of the leased vehicles at the **LESSOR's** expense, under the terms and conditions of the **SUB-CONTRACTS**.

**11.4.** The **LESSOR** will be liable for road assistance, towing, call center and mobile service at the standards of the distributor companies for 24 hours a day, 7 days a week through all year and all around Turkey.

**11.5.** The **LESSEE** accepts and declares giving permission to the **LESSOR**, to send all kinds of informing TEXT MESSAGES and/or E-MAILS regarding special offers being in the first place, according to Electronic Communications Law' s related articles and other related legal legislations. Moreover, the **LESSEE** consents the transfer of its financial, commercial information and documentation from T. Garanti Bankası A.Ş. to the **LESSOR**. The **LESSEE** declares not to make any demands against the **LESSOR** and T. Garanti Bankası A.Ş. due to T. Garanti Bankası A.Ş.' s transfer of information and documents to the **LESSOR** and that the **LESSOR** and T. Garanti Bankası A.Ş. is irrevocably acquitted in this regard.

## **12- NOTIFICATIONS**

For notifications that any of the parties shall send to another, the addresses at the beginning of this contract shall be valid. Unless written notification to the other party is made regarding the change of address, notices sent to these addresses shall be deemed to have been served. All notifications, warnings, approvals, requests, instructions and other means of communications shall be in written form and shall be deemed to have been served if sent to the party's addresses, or to the relevant party's below mentioned phone numbers or addresses or to other addresses or phone numbers declared by the relevant party via fax or by other means of electronic communications. However, notices intended for putting the other party in to default, termination of the contract or revocation under Article 18/III of the Turkish Commercial Code, shall be deemed valid and shall be deemed to have been served accordingly to the Turkish Laws, only if made through a notary's office or through registered mail.

The **LESSOR** is a part of the e-invoice application enacted by the Tax Procedure Law General Communique No.433. E-invoice and printed invoice has the same status according to the relevant communique and the **LESSEE** has the right to use the printed version of the e-invoice within its legal records.

All invoices issued under the scope of the Tax Procedure Law General Communique No.433 in accordance with this contract shall be in the form of e-invoice and will be sent to the below mentioned true, complete and accurate e-mail address provided by the **LESSEE**. As the e-invoice shall be deemed to have been served at the date it was sent to the provided e-mail address, the **LESSEE** is liable for notifying the **LESSOR** of changes in e-mail address in written form.

**The LESSOR: (GARANTİ FİLO YÖNETİM HİZMETLERİ A.Ş.)**

**Tel** : 0212 365 31 00

**Fax** : 0212 366 44 44

**The LESSEE:** \_\_\_\_\_

**Tel** : \_\_\_\_\_  
**Fax** : \_\_\_\_\_  
**E-mail**: \_\_\_\_\_

### **13- TERMINATION AND MATURITY**

**13.1.** This contract will expire at the end of the lease period indicated in the **SUB-CONTRACTS**, without the need to any notification and warning. The **LESSEE** shall notify the **LESSOR** in written form, at least 3 months before the lease period, in case renewal of lease is desired. However, the **LESSOR** is under no obligation to accept the **LESSEE's** request and non-response shall be interpreted as refusal of such request.

**13.2.** The contract may be terminated unilaterally by the **LESSOR** in case the **LESSEE** lapses into default in paying contractual debts partially or completely within 10 days granted by the **LESSOR** pursuant to this contract. Moreover, any of the parties will grant 10 days to the other party that fails to fulfill any and/or all of the obligations under this contract partially or completely at all or as required, for removal of the condition violating the contract with a written notice. In case the party receiving the notice fails to remove the condition violating the contract, the notifying party shall have the right and authority to immediately, unilaterally terminate this contract without compensation. In the contract is terminated due to default or reasons indicated in article 14., the **LESSEE** will be liable to immediately pay all accumulated contractual debts, unsettled debts until the date of termination if any, along with entire lease rates until the expiry of the lease period to the **LESSOR** in cash and at once, without the need to any notification or warning. The **LESSEE** is liable for returning the vehicles to the **LESSOR** in 2 days, following the **LESSOR's** first written notice under the terms of this contract, to the **LESSOR's** abovementioned address and/or another address shown by the **LESSOR**.

**13.3.** In case the **LESSEE** laps into default in paying contractual debts in full or in part and upon failure to pay the debts in 10 days granted by the **LESSOR** according to this contract, the **LESSOR** has the right to halt the service and maintenance of the leased vehicle, not to provide substitute vehicle, refuse to provide such services or to confiscate the vehicle at the service. If service and maintenance of the leased vehicles is halted due to such reason, the **LESSOR** will not be liable for any malfunction/damage/loss that may occur during the halting period.

**13.4.** The **LESSEE** may only request one or more vehicles to be subtracted from the contract only after 12 months from the commencement of the contract and as long as 50% of the remaining lease rates are paid in cash and at once. In the event of returning a vehicle within the first 12 month period of the lease, all remaining lease rates shall be paid by the **LESSEE**. In such case, the **LESSEE** irrevocably declares, accepts and commits to pay such rate to the **LESSOR** at the return of the vehicles in cash and at once. The **LESSOR** reserves the right to claim the rights stated in article 16 of this contract.

### **14- OTHER CONDITIONS CAUSING TERMINATION OF THE CONTRACT**

The **LESSOR** may immediately and unilaterally terminate the contract in case one or more of the following conditions occur.

**14.1.** The **LESSEE's** death, loss of capacity to act, termination of legal entity, liquidation, composition application, bankruptcy, own request for bankruptcy, request for postponement of bankruptcy, initiation of an enforcement proceeding against the **LESSEE** by the **LESSOR**, merge with another company or transfer of assets;

**14.2.** The **LESSEE's** lapse into default twice in any twelve (12) months period, failure of payment of other contractual debts on due in seven (7) days period being provided.

**14.3.** In case the parties agreed on payment of the lease rates via a direct deposit account (name of the account or related product may vary among banks) at a bank contracted by the **LESSOR** under the **LESSEE's** name for the purpose of payment of the lease rates and if this account is introduced, closure of direct deposit account by the related bank, cancellation of credit limits of this account, the **LESSEE's** cancellation of the payment order from the direct deposit account or cancellation of the automatic payment order although the rates being paid with such order,

**14.4.** The **LESSEE's** failure to comply with financial and legal obligations and liabilities, article 7. regarding the maintenance and repair of the leased vehicle along with the duty to use with care, article 5. regarding collateral securities, article 4. and 17.2. regarding the duty to conform with the laws and legislations, article 8. regarding conditions of accident, theft or damage, article 2. regarding non-assignment of the vehicle, other commitments regarding the leased vehicle indicated in article 17. and violation of the "operator" liabilities in article 7.4. and other conditions where the **LESSOR** cannot be reasonably expected to continue the contract.

## **15- RETURN OF VEHICLES**

**15.1.** The vehicles subject to this contract shall be returned in clean, well-kept, and working condition to an address shown by the **LESSOR** on the date of expiry of this agreement. All additions and changes made by the **LESSEE**, with and/or without the approval of the **LESSOR** shall be removed prior to return of the vehicles.

**15.2.** Following the return of the vehicles, the **LESSOR** will perform required checks on the vehicles (on all or one or some of the vehicles) and in case any condition violating this contract (damage unrepaired and/or unreported to the **LESSOR**, deficiency of any part or accessory etc.) is detected (except wearing etc. due to normal use), the **LESSOR** will notify the **LESSEE** of such condition and the expenses that may be required for removal of such condition and may claim for compensation against the **LESSEE**.

## **16- EXCESS MILEAGE**

The upper and lower mileage limits during the lease period of each vehicle subject to this contract are indicated in the **SUB-CONTRACTS**. During the return of the vehicles at the end of the lease period, the **LESSOR** will check the vehicles the mileage counters whether the

mileage limits are exceeded. In case the mileage limits are exceeded, the following calculation method shall be applied per kilometer over the limits indicated in the **SUB-CONTRACTS**.

(Monthly km usage right) x (Months of usage) = Total km Usage  
(Total km usage right) + (km margin) – (Vehicles km at the return) = Overused km  
(Overused km) x (Excess km amount unit) = Amount to be invoiced

The parties agree that the calculated costs shall be paid by the **LESSEE** within seven (7) days at the latest from the date of e-invoice/e-archive invoice to the **LESSOR** at once. In case the contract and/or the enclosed contracts rightful termination by the **LESSOR**, termination for any reason, termination due to return of the vehicles according to article 13.2. of this contract, theft, total loss, early return and subtraction of the vehicles from the contract upon the **LESSEE's** request, over usage costs according to the **SUB-CONTRACTS** will be calculated by the abovementioned method and e-invoiced/e-archive invoiced to the **LESSEE**. In case the mileage shown in the mileage counters of the returned vehicles are less than the recalculated total km usage limits, the **LESSOR** shall not make any payments for the deficient km usage amounts.

## **17- OTHER COMMITMENTS REGARDING LEASED VEHICLES**

**17.1.** The **LESSEE** irrevocably declares and commits to return the equipment and vehicles in two (2) days following the expiry/termination of the contract, otherwise to pay the amount equal to 5 times the daily lease rate shown on the **SUB-CONTRACT** as daily lease rate.

**17.2.** The **LESSEE** accepts and commits to take no action against all kinds of laws and legislations on the leased vehicles and that the **LESSOR** may terminate the contract immediately and demand entire lease rates as well as the compensation for the caused loss due to the **LESSEE's** faulty and unlawful behavior on the contrary case.

**17.3.** The **LESSEE** accepts and commits that the **LESSOR** has the possession of all kinds of absolute rights on the vehicles that are retrieved for any reason whatsoever and that all objections and pleas are waived and consented in advance.

## **18- DEDUCTION OF THE LESSEE'S PAYMENTS FROM DUE BALANCE**

In case the **LESSEE** lapses into default in paying the debts, the **LESSOR** has the right to deduct the payments made after the date of default by the **LESSEE**, under any name whatsoever, from contractual dues and default interest being in the first place and thereafter from the main lease rates without notice. The **LESSEE** shall not object to such deduction made by the **LESSOR**.

## **19- EVIDENTIAL CONTRACT**

The **LESSEE** accepts and commits that the **LESSOR's** accounting books and records and this contract with its annexes shall be the only conclusive evidence according to article 193. of the Code of Civil Procedure in all disputes, legal, enforcement and bankruptcy proceedings to arise from this contract between the parties.

## **20- LAWSUITS AND PROCEEDINGS**

In cases the **LESSEE** fails to fulfill contractual obligations and liabilities in part or as a whole, amounts are due and payable, overdue of fulfillment or default in payment in any lease period;

**20.1.** The **LESSOR** has the right to rise all kinds of claims, pursue enforcement or bankruptcy proceedings and to apply to other legal means against the **LESSEE** for procurement of rights and recovery of receivables, for lease rates, delays and expenses of each lease period without the need to notification or warning and without being obliged to grant time.

**20.2.** In case the **LESSOR's** receivables become partially or completely due, the **LESSOR** has the right to initiate enforcement or bankruptcy proceedings against the **LESSEE** prior to conversion of the collaterals into cash even if the **LESSOR's** receivables are collateralized.

**20.3.** The **LESSEE** accepts and commits to pay the lawsuit and proceeding expenses along with other expenses, collection duty, stamp duty, prison duty, and attorney fees to the **LESSOR**.

**20.4.** The **LESSEE** accepts and commits that the **LESSOR** is not obliged to deposit security for preliminary injunctions and provisional seizures and that the **LESSOR** is exempted from this condition.

**20.5.** The **LESSEE** accepts and commits that the collaterals and incidentals may be converted into cash by the **LESSOR** over the value of stock exchange, if available, otherwise over the value of current market value without applying to the court or to other means defined in the Code of Enforcement and Bankruptcy and that the obtained amount may be deducted from the due balance.

## **21- COURT OF COMPETENT JURISDICTION**

The **LESSEE** and the **LESSOR** accepts and commits that the dispute resolution authorities of all kinds of disputes to arise from this contract are the Central Courts and Enforcement Offices of Istanbul.

## **22- WRITTEN FORM**

This contract and annexes and all types of categories of statements, notifications, warnings, modifications or amendments of the provisions of the contract shall be made in written form via registered mail, telegraph and notary or through delivery by hand by authorized agents in return for a proof of receipt.

## **23- PLACE OF PERFORMANCE**

The only place of performance of obligations and liabilities arising from the contract is Istanbul.



## **24- STAMP TAX AND EXPENSES**

This contract is signed in a single copy between the parties and the stamp tax will be covered by the **LESSOR**.

## **25- CONFIDENTIALITY PRINCIPLE**

The **LESSEE** accepts all kinds of commercial and professional information of the **LESSOR** obtained pursuant to this contract is confidential, and commits that such information shall not be disclosed to the third parties by the contracting parties or by their employees. This confidentiality will continue even if this contract is terminated or cancelled. On the other hand, the **LESSEE** declares and commits that the **LESSOR** may unrestrainedly share the information obtained/will obtain pursuant to this contract and from official institutions such as Central Bank of the Republic of Turkey, Capital Markets Board, Title Deeds Registry Office, Tax Offices, Stock Exchanges and from private banks, finance companies etc. operating in Turkey with its group companies, at the extent allowed by the provisions of the current body of law, and that the **LESSEE** has no right to file a lawsuit, claim under any name whatsoever against the **LESSOR** in this regard and that all such rights are waived and the **LESSOR** is exonerated in advance.

The **LESSEE** accepts that the obligation to inform within the scope of Personal Data Protection Law No.6698 is fulfilled by the **LESSOR** and consents process, storage and transfer of the personal and exclusive personal data by the **LESSOR** to third parties and abroad. The parties accept and commit that personal data and exclusive personal data of their employees and third parties that are to be shared with each other according to this contract is obtained lawfully, and that such individuals are informed that the personal data will be processed within the scope of Personal Data Protection Law No.6698 while obtaining such data, and that necessary consents are given in a manner required by the law for obtaining, processing and transferring of the personal data and that arrangements are made and measures are taken accordingly to the obligations defined in the law. In case one of the parties violate this article and the other party is subjected to pay compensation or administrative fine, or suffers a loss due to such violation, the violating party accepts and commits to compensate all losses of the other party.

This contract consisting of twenty five articles and **SUB-CONTRACTS** has been signed by mutual agreement of the parties as one single copy on the date of \_\_\_\_\_ and the original copy will be retained by the **LESSOR** and a copy will be retained by the **LESSEE**.

**THE LESSEE**  
**FLEET LEASE OFFER**

**THE LESSOR**  
**GARANTİ FİLO**  
**YÖNETİM HİZMETLERİ**

**A.Ş.**

**COMMITMENT LETTER FOR OGS (Automatic Toll Collection System) and  
TAŞITMATİK (Automatic Vehicle Identification System)  
GARANTİ FİLO YÖNETİM HİZMETLERİ A.Ş.**

We request the assembly of OGS (Automatic Toll Collection System) and Taşımatik (Automatic Vehicle Identification System) to the vehicles we leased under the \_\_\_\_\_ dated and \_\_\_\_\_ numbered Long Term Vehicle Lease Contract and Sub-Contracts. We accept, declare and commit that all costs will be covered and usage fees will be paid by us and no demands from your company will be made under any name whatsoever, and that we will fulfill all demands that may be directed to your company and that the responsibility is ours. We request the necessary actions to be taken in order for our authorization in this context.