

AGREEMENT OF ADMISSION TO THE TBC BUSINESS CLUB

Membership and Use of Services Agreement

The TBC Business Club constitutes a distinctive and modern addition for companies joining it, serving as a platform for business organization, deal-making, and investment, based on integration rather than restriction.

First Party:

TBC Business Club

Legally represented by:

TURK PALACE PROJE YONETİMİ VE GELİŞTİRME AŞ
(hereinafter referred to as the "Club")

Second Party:

Company:

Registration Number:

Represented by:

(hereinafter referred to as the "Company")

Article (1): Subject of the Agreement

The Business Club is an organized economic program operating as a network that includes companies, businessmen, traders, and public figures from various fields, aiming to:

- create a practical and organized environment for business development;
- open new markets;
- organize deals;
- add new sources of income for members.

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The Club includes levels of cooperation and partnership that grow through joint work and collective effort, not automatically.

This Agreement aims to regulate the Company's admission to the TBC Business Club to benefit from its commercial, investment, organizational, and promotional services, without resulting in any partnership in ownership or assets.

Article (2): Term of the Agreement

- The term of this Agreement is one (1) year starting from the date of signing.
- The Agreement shall be automatically renewed unless either party notifies the other of its intention not to renew at least 30 days prior to expiration.

Article (3): Monthly Subscription Fee

- The Company shall pay a monthly fee of 600 \$ as consideration for the use of the Club's premises and services.
 - Payment shall be made no later than the fifth (5th) day of each month.
 - Failure to pay entitles the Club to temporarily suspend services without constituting termination of the Agreement.
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Article (4): Club Services

The Club provides the Company with the following services:

1. Hosting and organizing investment deals within the Club's premises.
2. Receiving clients, investors, and guests on behalf of the Company.
3. Organizing and holding meetings with partners, clients, and investors.
4. Opening new markets and connecting the Company to business networks inside and outside Turkey.
5. Organizing a dedicated investment model for the Company (opportunities, expansions, offers).
6. Managing and organizing public relations (PR).
7. Organizing promotional and commercial campaigns.
8. Representing the Company at events and meetings according to the nature of its activity.

Article (5): Club's Share of Deals

• The Club shall be entitled to a 5% commission only from the value of deals that are:

- organized,
- completed, or
- managed

directly within the Club and in coordination with the Company.

• The Company may not use the Club's premises for personal commercial purposes without prior coordination with the Club's management.

• The Company undertakes not to bring any traders or clients into the Club's premises if it intends to carry out:

- deals executed independently by the Company; or
- relationships in which the Company does not wish the Club to have a direct role.

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Article (6): Nature of the Relationship and Responsibilities

- This Agreement does not constitute a partnership.
- It does not entail:
 - transfer of ownership;
 - financial obligation;
 - profit guarantees.
- Each party is independently responsible for its legal and financial activities, while coordinating with the Club's management when using its facilities or name.
 - The Club shall not be responsible for:
 - any suspicious commercial activities conducted by the Company outside the system of archiving meeting minutes within the Club's premises;
 - any illegal activities carried out by the Company outside the Club's premises.

Article (7): Ownership Structure and Project Organization within the Club

1. Independence of Ownership

The ownership of each member company is fully independent, and admission to the Club does not result in any merger of ownership or automatic partnership.

2. Proposal of Investment Models

Each company has the right to propose a suitable and lawful investment model, which the Club shall organize and present to partners and investors.

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3. Freedom of Decision

Each company has the right to approve or reject any:

- investment;
- financing;
- partnership

without any obligation or compulsion from the Club's management.

4. Mechanism for Participation in Projects

Any party wishing to participate in a project or investment opportunity shall submit a formal request to the Club, and the partnership and contracts shall be organized through the Club.

5. Execution of Projects Outside the Club

If partners wish to execute a project outside the Club framework:

- the Club's management shall be officially and directly informed;
- the Club reserves the right to determine the manner of use of its name or platform.

6. Registration of a Project as an Independent Subscriber

If the Club's management does not enter the project as a funding partner, the Club has the right to:

- accept the registration of the project as a new independent subscriber if proposed by the founders;
- provide Club services to it separately;
- require payment of subscription fees in the same manner as other subscribers.

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7. Non-Exclusivity of Business

The Club does not oblige any company to limit all its activities exclusively to the Club and welcomes any project that aligns with the Club's vision and voluntarily chooses to be part of this ecosystem.

Article (8): Confidentiality

Both parties undertake to maintain the confidentiality of:

- commercial information;
- financial data;
- details of deals and investors.

Such information may not be disclosed without written consent.

Article (9): Termination of the Agreement

- Either party may terminate this Agreement by written notice at least 30 days in advance.
- Termination shall not result in any future financial obligations.
- Commissions due to the Club for completed deals shall remain payable.

Article (10): Dispute Resolution

- Any dispute shall be resolved amicably.
 - Failing that, jurisdiction shall lie with the courts of Turkey.
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Article (11): General Provisions

- This Agreement represents the entire agreement between the parties.
- Any amendment must be in writing and duly signed.
- This Agreement is executed in two identical original copies.

Signatures

First Party – TBC Business Club

Name:

Signature:

Date:

Second Party – Company

Name:

Signature:

Date: