

ANNEX 1

RESTRICTED STOCK AWARD PREMIUM PLAN

Article 1: Purpose

The purpose of this Restricted Stock Award Premium Plan (the “**Plan**”) is to establish a system whereby certain employees of Alarko Holding Anonim Şirketi (the “**Company**”) (i) are offered additional premium in return for their performance, in the form of Stocks, subject to certain limit and restrictions, provided that they fulfill the performance criteria to be designated for themselves and (ii) are given the right to choose to receive a portion of the premium which they are entitled to within the scope of their employment, in the form of Stocks, instead of cash.

It is expected that providing employees a direct share of the Company's prosperity will enable them to align their interests more closely with those of the Company and its shareholders, thereby increasing their efforts on behalf of the Company and nourishing their willingness to stay with the Company.

The enforcement of the Plan is also expected to enable employees to focus more on the long-term goals of the Company.

Article 2: Definitions and Abbreviations

“ Intermediary Institution ”	shall mean the intermediary institution to be determined by the Company.
“ Minimum Employment Period ”	shall mean the period of at least 5 (five) years during which the Participant within the scope of the Performance-Based Participation Agreement must have been employed under the Company and/or the relevant Subsidiary.
“ Subsidiary ”	shall mean companies controlled by the Company within the framework of the Board's regulations on financial reporting and the provisions of TAS/TFRS.
“ Transfer Date ”	shall mean the date on which the Stocks are transferred to the Participant subject to certain limits and restrictions as defined in detail under Article 12 of this Plan.
“ Retention Period ”	shall mean the period during which the Stocks transferred to the Participant shall be subject to Retention Obligation as defined in detail under Article 13 of this Plan.
“ Retention Obligation ”	shall mean the obligation defined in detail under Article 13 of this Plan.
“ Buy-backed Shares ”	shall mean the Company shares to be bought back by the Company within the scope of the Plan and/or the Company shares which have already been bought back, if any.
“ Stock(s) ”	shall mean the Company shares to be transferred to the Participants under the Participation Agreements subject to certain limits and restrictions in accordance with the terms and conditions of the relevant Participation Agreements.
“ Participant(s) ”	shall mean the employees of the Company or the relevant Subsidiary who will be determined at the sole discretion of the Company and be entitled to participate in this Plan.
“ Participation Date ”	shall mean the date on which a Participant is included in the Plan under the relevant Participation Agreements.
“ Participation Agreements ”	shall mean the Performance-Based Participation Agreement and the Request-Based Participation Agreement to be entered into between the Company and certain Participants designated under the Plan.
“ Final Vesting Date ”	shall mean the date on which the Participant becomes entitled to the

	Stocks transferred to him/her as defined under detail in Article 14 of this Plan.
“Board”	shall mean the Capital Markets Board.
“Legislation”	shall mean all rules of law in force within the borders of the Republic of Turkey including but not limited to all kinds of laws, decrees, by-laws, regulations, communiqués, circulars.
“MKK”	shall mean Merkezi Kayıt Kuruluşu Anonim Şirketi.
“Performance Criteria”	shall mean the performance criteria to be determined by the Committee specifically for the Participant in accordance with certain objective criteria within the scope of Participant's employment in the Company or the relevant Subsidiary.
“Plan”	shall mean this Restricted Stock Award Premium Plan.
“Restricted Vesting Date”	shall mean the date on which Participant becomes entitled to take over the Stocks subject to certain limits and restrictions, including the Retention Obligation, as defined in detail under Article 11 of this Plan.
“Communiqué”	shall mean the Board's Communiqué on Buyback Shares numbered II-22.1.
“TAS/TFRS”	Turkish Accounting/Financial Reporting Standards promulgated by the Public Oversight, Accounting and Auditing Standards Authority and the related appendices and interpretations.
“Committee”	shall mean the chairperson of the Board of Directors or the committee appointed by the Board of Directors to administer the Plan or, if no such appointment has been made, the Board of Directors as a whole.
“Board of Directors”	Shall mean the Company’s Board of Directors.

Article 3: Administration of the Plan:

The Plan shall be administered by the Committee.

Article 4: Employees to be Included in the Plan

The Committee shall determine, at its sole discretion, the employees to be included in the Plan. In order for any employee to be included in the Plan, their employment at the Company or Subsidiary should be on-going.

Article 5: Duration and Termination of the Plan

The Plan shall remain in force for a period of ten (10) years unless terminated earlier by the Board of Directors, at the end of which time it shall automatically terminate.

The Board of Directors may, at its sole discretion, terminate the Plan at any time.

Article 6: Source of the Stocks

The Stocks to be transferred by the Company to the Participants under the Plan shall be from the Buy-backed Shares.

Article 7: Stock Quantity and Ratio

The total quantity of Stocks to be transferred to the Participants under the Plan and the Participation Agreements shall not exceed 2% (two percent) of the Company's share capital. For the avoidance of doubt, this maximum ratio determined under the Plan does not impose any obligation on the Company regarding the transfer of Stocks.

The ratio of Stocks to be transferred during each implementation period under the Plan shall be determined by the Committee and the allocation of such Stocks among Participants shall be at the Committee's sole

discretion. In addition, the Committee shall determine the type or class of Stocks, if any, within the framework of the Plan.

Article 8: Stock Granting as Extra Premium

In accordance with the Performance-Based Participation Agreement to be entered into under the Plan, Stocks may be transferred to the Participants as extra premium subject to certain limits and restrictions, including the Retention Obligation, in return for their performance, provided that they complete the Minimum Employment Period and fulfill the determined Performance Criteria. The limits and restrictions that Stocks will be subject to and other terms and conditions shall be set out in detail under the Performance-Based Participation Agreement.

Article 9: Payment of Earned Premium in the Form of Stocks

In accordance with the Request-Based Participation Agreement to be entered into under the Plan, the Participants may be offered the right to choose to receive a portion of the premium which they have earned within the scope of their employment in the Company or the relevant Subsidiary, in the form of Stocks instead of cash, subject to certain limits and restrictions including the Retention Obligation. The limits and restrictions that Stocks will be subject to and other terms and conditions shall be set out in detail in the Request-Based Participation Agreement.

Article 10: Participation Agreements

For purposes of the Plan, the Performance-Based Participation Agreement and the Request-Based Participation Agreement shall be referred to individually as the "**Participation Agreement**", and collectively as the "**Participation Agreements**".

For the avoidance of doubt, the Participants to be offered the right to become a party to each Participation Agreement shall be determined by the Company at the sole discretion of the Committee, and the Committee and/or the Company shall have no obligation to offer the Participants the right to become a party to both Participation Agreements.

Article 11: Entitlement to Restricted Stock Transfer

Participants may, in accordance with the terms and conditions of the Participation Agreements, be entitled to take over Stocks subject to certain limits and restrictions, including the Retention Obligation, and such date shall be referred to as the "Restricted Vesting Date".

Other terms and conditions for being entitled to take over Stocks, the limits and restrictions which the Stocks will be subject to and other provisions shall be set out separately under each Participation Agreement.

Article 12: Restricted Transfer of Stocks to the Participant

The Stock transfer shall take place on the dates to be determined by the Committee following the Restricted Vesting Date and to be set out under the Participation Agreements. The date on which the Stocks are transferred to the Participant shall be deemed to be the "**Transfer Date**" in respect of the relevant Stocks.

In cases where it is no longer possible to transfer the Stocks due to changes in the relevant Legislation or any other circumstances (*including but not limited to the requirement to dispose the Buy-backed Shares by other means in accordance with the relevant regulations and decisions of the Board, including but not limited to the Communiqué*) after the Restricted Vesting Date, cash payment shall be made the Participant in accordance with the principles set out in the relevant Participation Agreement.

Article 13: Restrictions Related to Stocks

In the event that the Participants are entitled to restricted transfer of Stocks pursuant to the relevant Participation Agreement, such Stock(s) shall be retained for a period to be determined at sole discretion of the Committee under the relevant Participation Agreement which shall not be less than 2 (two) years and more than 6 (six) years, (the "**Retention Period**") on the conditions that they shall not be transferred, sold,

pledged, attached, or otherwise be subjected to any encumbrance, loan or similar disposition and shall be subject to a retention obligation to the extent it is compatible with the relevant Legislation ("**Retention Obligation**").

If the Stocks are transferred in parts, the Retention Period shall be calculated separately for each portion of the Stocks transferred starting from the Transfer Date of the relevant Stocks to the Participant.

The Company reserves the right to take such measures as it deems necessary, including but not limited to blockading the Stocks for the purpose of ensuring the fulfilment of Retention Obligation.

During the Retention Period, right to participate in the general assembly, right to vote, right to receive dividends and pre-emptive rights regarding the Stocks shall remain with the Participant.

If the Participant breaches the Retention Obligation, the consequences to be imposed, including the Company's right to demand the return of Stocks, shall be set out under the Participant Agreements.

Article 14: Vesting of Stocks

The Participant shall be granted the Stocks on the date of expiry of the Retention Period (the "**Final Vesting Date**") provided that the Participant (i) fulfills the Retention Obligation, (ii) has been employed by the Company or the relevant Subsidiary without any interruption during the Retention Period, and (iii) continues to be employed without any termination notice at the end of the Retention Period. In this case, the restrictions on Stocks shall be removed upon Company's instruction, and the Participant shall be able to make all kinds of dispositions on the Stocks transferred to them.

If the Participant fulfills the Retention Obligation but is deceased as of the Final Vesting Date, the Stocks may be used by the Participant's heirs to the extent permitted by the relevant Legislation.

Article 15: Termination of the Participant's Employment and Return of Stocks

The consequences of termination of the Participant's employment with the Company or the relevant Subsidiary shall be set out under the relevant Participation Agreements.

The Participant's employment shall not be considered terminated or interrupted in the following cases:

- (i). the Participant's employment contract is transferred between the Company and the Subsidiary or Subsidiaries; and
- (ii). The Participant's right to be re-employed is guaranteed by an agreement or in accordance with the Legislation.

Article 16: Employees of the Company's Subsidiaries

Employees of the Company's Subsidiaries may be included in this Plan provided that their costs are covered by their own companies. Necessary decisions must be taken by the authorized bodies of the relevant company in this regard.

Article 17: Circumstances Changing the Quantity of Stocks

Capital Increase: In the event of a capital increase by bonus issue before the Transfer Date, the quantity of Stocks to be transferred to the Participant shall be adjusted by the Company according to the new circumstances. In case of capital increases by the Company through rights issue, the quantity of Stocks shall be re-determined taking into account the nominal capital amount of the increased capital, and the Board of Directors shall make the necessary arrangements.

Demerger/Merger: In the case of demerger and merger transactions to be realized before the Transfer Date, the performance criteria and the quantity of Stocks to be vested shall be re-determined by the Company based on the ratios which will be applicable in these transactions.

In other cases that may cause the ratio of the Participant's Stocks to the Company's stocks to decrease before the Transfer Date, the Committee shall make necessary arrangements regarding the quantity of Stock. If

deemed necessary for these purposes, calculations may be made by an independent audit firm authorized by the Board. Changes in markets affecting the stock prices shall not be considered within the scope of this article, nor shall they cause any adjustment.

Article 18: Limitation of Liability of the Company

For the avoidance of doubt, mere entry into force of this Plan does not obligate the Company to pay any premium, other remuneration and/or compensation to the employees of the Company and its Subsidiaries and/or to transfer any Stocks in any manner whatsoever, nor does it entitle the employees and Participants to any claim for continuation of their employment with the Company and/or its Subsidiaries.

The Company does not make any declaration and/or commitment to pay any premium, other remuneration and/or compensation to the employees of the Company and its Subsidiaries, or to transfer any Stocks in any circumstances.

Article 19: Entry Into Force

This Plan shall enter into force on the date approved by the Board of Directors.