

Pursuant to the transactions of your Company in the Gold Transfer System, we hereby provide you as an attachment, a copy of Takasbank Gold Transfer System Participation Supplementary Agreement we would like to sign with you, and the Pre-Agreement Information Form which brings to your attention the general terms and conditions constituting an integral part of this Agreement for our Bank.

In this context, we suggest you carefully review the provisions of the Agreement, get support from an expert (a lawyer, legal consultant, etc.) about the subject matter if you deem it necessary, and apply to our Bank afterwards.

Upon your review of this Agreement and receipt of an opinion, depending on your preference, about the assessment of such issues in legal and financial aspects, we hereby indicate our readiness to negotiate and enter into an agreement with you.

Sincerely yours,

TAKASBANK

ISTANBUL TAKAS VE SAKLAMA BANKASI A.Ş.

Appendices:

- 1- Takasbank Gold Transfer System Participation Supplementary Agreement
- 2- Takasbank Gold Transfer System Participation Supplementary Agreement Pre-Agreement Information Form.

I have received them on .../.../.....

Name-Surname :

Signature:

**TAKASBANK GOLD TRANSFER SYSTEM PARTICIPATION
SUPPLEMENTARY AGREEMENT**

PRE-AGREEMENT INFORMATION FORM

This Information Form is related, pursuant to article 21 of the Turkish Code of Obligations No. 6098, to the provisions constituting the general terms and conditions of Takasbank Gold Transfer System Participation Supplementary Agreement (“Agreement”) that we will execute with your Company. After you have read, understood and carefully evaluated these general terms and conditions, and upon your notification of its acceptance to our Bank (Istanbul Takas ve Saklama Bankası A.Ş.) at least two business days from its delivery to you, we hereby accept and declare to execute the Agreement with your Company. Meanwhile, we would like to take your attention particularly to a part of the general terms and conditions given below.

Accordingly;

1) Pursuant to article 2 “**Scope**” of the Agreement;

- You authorize Takasbank to appoint Borsa Istanbul providing precious metal custody service, for the book-entry custody at Takasbank of the physical precious metals of your Company, intermediating to the transfer operations and getting the relevant services thereof.
- In this context, Takasbank can have the precious metals of your Company safe-kept and hold them in the safe deposit boxes of Borsa Istanbul either individually or collectively with the precious metals of other members with the terms and conditions it deems appropriate, and to that end, it can open account/accounts in its name at Borsa Istanbul and monitor the precious metals in these account either individually or collectively with the precious metals of other members.
- You accept that the services provided by Takasbank are rendered through Borsa Istanbul and the scope of these services is limited to those provided by Borsa Istanbul to Takasbank.

2) Pursuant to article 4 “**Orders**” of the Agreement;

- Your Company is obliged to deliver the precious metal transfer and other trade orders to Takasbank in the form, medium and within the time periods stipulated by the Implementing Principles of Takasbank.
- The transmitted orders can be put on hold or rejected due to the noncompliance of the orders sent to Takasbank with the designated technical formats or the implementing principles, the ambiguity of information included therein, the inadequacy of the balance in your account or for other reasons. Takasbank has no responsibility for the orders that are put on hold or rejected by Borsa Istanbul. You accept that Takasbank shall not be responsible for any loss to be incurred due to incorrectness of the content of the order or failure to comply with the time periods designated for the orders.

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- The terms and conditions for the order transmission shall be announced to your Company by Takasbank; and Takasbank may change the Implementing Principles and the rules regarding the order acceptance, when it deems appropriate.

3) Pursuant to article 5 “**Business Days and Working Hours**” of the Agreement;

- You accept that the business days and working hours are determined by Takasbank, and the transactions can be conducted within the time periods designated in the Implementing Principles on the days in which Takasbank and its systems are open, and Takasbank may change the working hours, when it deems necessary.

4) Pursuant to article 6 “**Precious Metal Inflows and Outflows**” of the Agreement;

- Deciding on whether or not the precious metals to be taken under custody by Borsa Istanbul are eligible for safe-keeping as well as for deposit afterwards shall be at the discretion of Borsa Istanbul. You accept that all losses, costs and liability to be arisen from failure of the precious metal to be eligible for deposit shall belong to your Company.
- The physical delivery (the inflow and outflow operations) of the precious metals to Borsa Istanbul and/or to your Company shall be subject to the rules and practices of Borsa Istanbul. Borsa Istanbul shall be entitled to reject the balances sent to the account, adjust and revoke the transactions recorded to the account. Takasbank shall be entitled to impose additional rules for the assets to be accepted to its accounts and for other transactions. The additional rules shall be stipulated in the Implementing Principles.
- After the confirmation by Borsa Istanbul of your Company’s precious metal inflow, the records for such inflow shall be created in Takasbank systems as soon as possible. Takasbank shall forward your Company’s instruction for physical withdrawal of the precious metal in Takasbank sub-account to Borsa Istanbul in order for the precious metal to be handed over in the shortest time possible to your Company or any third person authorized by your Company. You accept that all costs, risk and liability for the physical delivery operations shall belong to your Company.
- Upon execution of the precious metal inflows and outflows at Borsa Istanbul, the relevant transaction record shall be reflected in Takasbank systems. Your Company shall be responsible for the proper delivery of the precious metals to Takasbank accounts at Borsa Istanbul. You accept that if the precious metals intended to be credited to the account are rejected by Borsa Istanbul or the acceptance procedure is changed, Takasbank shall not assume any liability thereof.
- You accept that in case of any situation which may impose required reserve, liquidity requirement and similar legal obligation on itself, Takasbank shall reserve its right to, by informing your Company thereof, not to process the orders; reject the precious metals to be transferred to the precious metal correspondent account at Takasbank; and ex-officio transfer the precious metal in your account to your another account, and Takasbank shall not be responsible, in any manner, for any loss, damage, cost, delay, expense and penalties (hereinafter collectively referred to as “Damage”) that it might incur in such situations.

- The terms and conditions for the transactions to be conducted at Borsa Istanbul shall be announced to your Company by Takasbank, and Takasbank may enforce additional rules when necessary. The additional rules shall be stipulated in the Implementing Principles.

5) Pursuant to article 7 “**Intra-System Transfers**” of the Agreement;

- Your Company accepts that Takasbank shall not be liable for any transaction expected to be executed but failed to be executed between the system participants, any erroneous transfer and all loss to be incurred thereof. In addition, the terms and conditions for the operation of the system shall be announced to your Company by Takasbank, and Takasbank can change the Implementing Principles and the rules for the intra-system transfers when it deems appropriate.

6) Pursuant to article 9 “**Scope of Liability**” of the Agreement;

- You accept that Takasbank shall not be responsible in any manner for any loss that might be incurred because of failing to fulfill its debts for reasons such as the custody or safe-keeping of the precious metals by Borsa Istanbul or any performance, non-performance, actions and transactions of Borsa Istanbul, bankruptcy and liquidation, etc. or of any breakdown and disruption that might occur beyond Takasbank’s control in relation to telecommunication and information processing systems and due to other situations, without being limited to those referred to in article 11.c with heading “Indemnification” of the Custody Agreement and irrespective of whether they fall within that scope or not.
- Your Company accepts that Takasbank’s liabilities under this Supplementary Agreement do not include giving any investment advice, and the responsibility for transferring precious metal to the accounts opened at Takasbank and conducting transfer operations over the account belong to your Company; and that Takasbank shall not be responsible in any manner for any deduction, taxes and other financial obligations and any cost, loss and damages being incurred due to the conducted transactions or any member balance held at Borsa Istanbul.
- You accept that your Company shall be obliged to indemnify any loss incurred as a result of its own fault or negligence by Takasbank due to its custody and safe-keeping of the precious metals at Borsa Istanbul, and in case such loss occurs, Takasbank can take the measures it deems necessary at its sole discretion to reduce or eliminate the loss, and in that case, your Company shall borne all costs and expenses incurred to take these measures.
- You accept that you shall put at Takasbank’s disposal, and not to request any interest in return for, the sum of the required reserve, liquidity requirement and similar obligation amounts (“Obligation”) to be arisen in the name of Takasbank because of any precious metal balance left in your Company’s account, throughout the term of the obligation from the date on which such obligation is to be established.
- Your Company accepts that within the period to be elapsed from the determination date of occurrence of the obligation to the date on which such obligation is fulfilled, Takasbank may require your Company to provide collateral at the amount of the obligation, but may also put

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blockage on the cash, securities and precious metal assets and receivables of your Company at Takasbank for collateral establishment purposes.

- You accept that if the sum of the obligation amount is failed to be put at Takasbank's disposal as of the establishment date of the obligation, your Company's assets held under blockage at Takasbank, and if such assets fail to be sufficient, other cash and security assets and receivables shall be converted to the relevant foreign currency and to the currency of other obligations and the total obligation amount shall be covered ex-officio from your Company's account.
- In addition, your Company accepts that Takasbank shall not be responsible in any manner for any type of loss that it might incur because of any situation referred to in this article.

7) Pursuant to article 11 "**Fees and Costs**" of the Agreement;

- You accept that a separate pricing can be applied for the items not included in the Fees and Commissions Tariff. If the fees, commissions and costs to be notified by Takasbank are failed to be paid within **7 (seven)** business days, the relevant amount shall be ex-officio collected from your accounts at Takasbank, and Takasbank shall be entitled to change the Fees and Commissions Tariff, set and enforce new rates, when necessary.
- In addition, Takasbank shall collect all costs, fees, expenses (the relevant taxes, duties and legal charges) and loss reflected by Borsa Istanbul in itself from your Company, and your Company shall be obliged to pay all taxes, interests, costs, fees, expenses and losses arising from its transactions. You accept that, in case any tax or expense is required to be paid under the prevailing legislation by Takasbank on behalf of your Company, you shall be obliged to pay these amounts to Takasbank, and if the required amount is failed to be paid to Takasbank within the prescribed time periods, such amount shall be ex-officio collected in cash from your Company's account at Takasbank or in the form of gold or other securities balance corresponding to the relevant amount without advance notice.

Declaration of the System Participant:

We hereby declare that we have fully and completely received Takasbank Gold Transfer System Participation Supplementary Agreement together with the Pre-Agreement Information Form pointing out the general terms and conditions in the Agreement, and we have read, reviewed and evaluated the Agreement and the articles underlined in the Pre-Agreement Information Form and understood the obligations they impose on us, and that we agree and acknowledge these general terms and conditions, particularly the articles pointed out, and we hereby provide our acceptance and consent to these provisions to legally bind us as the general terms and conditions at the establishment of the Agreement

Title Stamp Signature:

Date: