

İSTANBUL TAKAS ve SAKLAMA BANKASI A. Ş.
PROCEDURE ON BiGA IMPLEMENTING PRINCIPLES

CHAPTER ONE

Purpose, Scope, Basis, Definitions, and Abbreviations

ARTICLE 1 Purpose and Scope

- (1) The purpose of this Procedure is to regulate the procedures and principles regarding the membership to the transfer infrastructure operated by Istanbul Clearing, Settlement and Custody Bank Inc., the operational processes regarding the trading and transfer of BiGA and other transactions to be carried out in the infrastructure, and the physical gold serving as the underlying asset may be stored in the safe deposit boxes of BİAŞ or in the safe deposit boxes of the custodians deemed appropriate by BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc. together.

ARTICLE 2 Basis

- (1) This Procedure has been prepared on the basis of the Communiqué No. 2013-32/43 regarding the Decree No. 32 on the Protection of the Value of Turkish Currency, the Law No. 6493 on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions and the Regulation on the Activities of Payment and Securities Settlement Systems and the Takasbank Payment and Transfer Services Department Procedure.

ARTICLE 3 Definitions and Abbreviations

- (1) The following terms used in this Procedure shall have the following meanings:
- a. **Public Key:** means the value derived from a generated private key, shared with other parties for executing BiGA transfers.
 - b. **Gold:** means the gold of 995/1000 purity defined in the Communiqué and stored in the safe deposit boxes of BİAŞ or physically stored in the safe deposit boxes of the custodian deemed appropriate by both BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc.;
 - c. **BİAŞ, Borsa Istanbul:** means Borsa İstanbul Anonim Şirketi;
 - d. **BiGA:** means the value of 1-gram of gold with 995/1000 purity on the blockchain;
 - e. **BiGA Trading (Purchase and Sale) Module (Module):** means the module where BiGA trading and other transactions are made from the member screens offered by Takasbank to BiGA members;
 - f. **BiGA Base Price:** The average exchange rate is calculated by adding the buy and sell rates for 1 gram of gold in TRY, as quoted with the RIC code 'XAUTRYg=R' on the Refinitiv data terminal Eikon, and then dividing the sum by two;
 - g. **BiGA Sale Price:** means the price at which Takasbank sells BiGA to members on behalf of the authorized institution with the spread determined by the authorized institutions on the BiGA base price;
 - h. **BiGA Purchase Price:** means the price at which they repurchase BiGA in TL from members through Takasbank with the spread determined by authorized institutions based on the BiGA sale price;
 - i. **BiGA Account:** means the public-private key pair allowing for execution of transactions over the blockchain;

- j. **BiGA Participation Agreement (Agreement):** means the BiGA transfer infrastructure Participation Agreement that will be signed by the members that will execute transactions on BiGA transfer infrastructure;
- k. **BiGA Transfer Infrastructure:** means the “digital asset transfer system” that allows the transfer of BiGA, which is the physical equivalent of gold, using the blockchain infrastructure;
- l. **BiGA WEB:** means the software package composed of three components outside the blockchain network: Blockchain Client Application, Database, and BiGA Front-End Application;
- m. **Blockchain:** means the constantly-growing distributed database in which are linked to each other with cryptographic elements;
- n. **Conversion:** means the process of digitally transferring gold deposited with a custodian to the BiGA transfer infrastructure by Takasbank through blocking, as well as converting BiGA into its physical equivalent upon request (either through physical withdrawal or redemption in Turkish Lira) ;
- o. **General Manager:** means the General Manager of Istanbul Clearing, Settlement and Custody Bank Inc. (İstanbul Takas ve Saklama Bankası A.Ş.);
- p. **Private/Secret Key:** means the account-specific value not shared with any other party, comprising a 256-bit random number and allowing for creation of an account on the blockchain network and executing transactions with such account;
- q. **İBFT:** means the abbreviation of the consensus algorithm known as Istanbul Byzantine Fault Tolerance;
- r. **RAFT:** means another consensus algorithm used on the blockchain;
- s. **KMTS:** means the Precious Metals Transfer System;
- t. **Consensus:** means the consensus reached within the conditions determined by the BiGA participant nodes in relation to a transaction executed over the blockchain infrastructure ;
- u. **Installation Document:** means the document containing the node and BiGA-WEB installation steps for real environment installations;
- v. **Customer:** means the customer of Takasbank-member institution included in the transfer infrastructure by signing an agreement with Takasbank and paying the participation fee;
- w. **Node:** means the entirety of servers and applications that may execute transactions over the transfer infrastructure and be included in the consensus;
- x. **Operator Account:** means the account used for performing the operations on the BiGA transfer infrastructure such as approval of accounts, conversion of BiGA and suspension of transfers over;
- y. **Operation Document:** means the document describing how the technical operational transactions will be performed after installation;
- z. **Portfolio account:** means the member’s own account allowing the member to execute transactions over BiGA transfer infrastructure;
- aa. **Procedure:** means the BiGA Transfer Infrastructure Implementing Principles Procedure of Istanbul Clearing, Settlement and Custody Bank. Inc. issued specifically for BiGA transfer infrastructure and approved by the General Manager, containing the procedures regarding the operation and practices related with BiGA transfer infrastructure ;
- bb. **Refinitive:** means the provider platform of financial markets data and infrastructure;

- cc. **Regulator Account:** means the account that can display all balances on the transfer infrastructure;
- dd. **Custodian:** means the custodians considered appropriate by BİAŞ and/or jointly BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc.;
- ee. **System Pool Account:** means an account opened to store gold on behalf of Takasbank at BİAŞ or to convert gold stored at custodians deemed appropriate by BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc. into BiGA under Takasbank's custody;
- ff. **Takasbank:** means İstanbul Takas ve Saklama Bankası Anonim Şirketi (Istanbul Clearing, Settlement and Custody Bank Inc.);
- gg. **Communiqué:** means the Communiqué No. 2013-32/43 regarding the Decree No. 32 on the Protection of the Value of Turkish Currency;
- hh. **Member:** means a Takasbank-member institution included in the transfer infrastructure by signing an agreement with Takasbank and paying the participation fee;
- ii. **Member Account:** means the account used by the member for BiGA purchase, sale and conversion transactions monitored in Takasbank system;
- jj. **Authorized Institutions:** means the institutions authorized by BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc. to physical gold procurement and/or to store physical gold and/or physical delivery and/or determine the spread;
- kk. **Board of Directors:** means the Board of Directors of Takasbank.

CHAPTER TWO

Membership Principles

ARTICLE 4 Membership

- (1) KMTS member banks meeting the requirements specified in Article 5 of the Procedure may become a member of Takasbank BiGA transfer infrastructure. The Central Bank of Republic of Turkey is a natural member of the BiGA transfer infrastructure.

ARTICLE 5 Conditions for Membership

- (1) Banks must have met the following conditions in order to become a member of Takasbank BiGA transfer infrastructure.
- a) The member must have signed the agreement with its content determined by Takasbank and paid the participation fee specified in the service fees tariff;
 - b) The member must be an active member in Takasbank KMTS;
 - c) The member must have met the technical infrastructure requirements specified in the Installation Document, prepared by Takasbank and shared with members.

ARTICLE 6 Membership application and admission

- (1) The Banks that will apply for membership are required to submit the following documents.
- a) BiGA Transfer Infrastructure Participation Agreement;
 - b) BiGA Transfer Infrastructure Pre-Agreement Information Form;
- (2) For evaluation of membership applications by Takasbank, the information and documents specified in the first paragraph of this article and the other information to be requested by Takasbank must have been completed. The applications made are assessed by Takasbank in terms of fulfilment of the conditions stipulated in Article 5 and 6 of this Procedure.

ARTICLE 7 Obligations of the members

(1) Members are required to comply with the following requirements;

- a) To act in accordance with all rules and principles laid down in the Procedure and the other related legislation in relation to transactions;
 - b) To act in compliance with the principles of good faith and integrity towards its clients and other members;
 - c) To timely pay and fulfil all dues, fees, charges, commissions and other obligations required by Takasbank within the period specified in the Procedure;
 - d) To furnish any and all information and documents that may be requested on issues deemed necessary by Takasbank in relation to the business and transactions falling under the scope of the Procedure, and to provide any and all support during the investigations to be carried out by the authorized officers of Takasbank;
 - e) To ensure adaptation to all software- and/or hardware-related changes to be made by Takasbank on BiGA transfer infrastructure within the prescribed periods and to participate in the tests that they are invited to;
 - f) To fulfil other obligations under the Procedure within the prescribed time periods and in a complete manner.
- (2) If any member foresees that it will be unable to either partially or completely fulfil its obligations; the related member is required to notify such situation immediately to Takasbank together with all substantiating information and documents containing the reasons thereof.
- (3) If they open accounts for and on behalf of their customers; members are responsible to inform their customers and to obtain the necessary explicit consents from them under the legislation on protection of personal data.
- (4) The members shall be responsible for fulfilment of all obligations related to the transactions that have executed in accordance with the activities stipulated under the Procedure as well as the transactions and operations performed by their employees as required by their duties.
- (5) The members shall be responsible for protection of the public/secret keys that they have generated for the accounts they opened in their own name or on behalf of their customers, and for all loss and damages arising from the transactions executed as a result of the seizure of public keys by third persons without the member's consent.
- (6) In cases where members cannot have access to BiGA transfer infrastructure; the redemptions may, if requested by the member, be executed by Takasbank within the framework of the written instructions to be given by those authorized to represent the member.
- (7) The members shall execute all operations and transactions over their own systems using the front-end applications developed by themselves or provided by Takasbank (BiGA WEB) or outsourced from third persons.
- (8) The instructions submitted to the transfer infrastructure are irrevocable.
- (9) The members are obliged to take all measures related with the operations and transactions executed via the transfer infrastructure as required to be taken pursuant to the Laws and the relevant secondary legislation on Prevention of Laundering of Proceeds of Crime and Financing of Terrorism.
- (10) The Members are authorized to execute their own transfer transactions and/or those of their customers only.
- (11) Members may not display any behaviors that will prevent the operation of BiGA transfer infrastructure except for any force majeure events. The member and/or members displaying the related behavior are responsible for any loss or damages that may arise in case of circumstances such as deliberate shutdown of servers, sending requests for transactions incompatible with the structure to BiGA transfer infrastructure, deliberate cyber-attacks, displaying behaviors with a deliberate intent of occupation, etc.

ARTICLE 8 Suspension of member activities and removal from membership

- (1) In case of occurrence of significant risks that may jeopardize the secure and uninterrupted operation of the transfer infrastructure as a result of the loss of membership conditions or the failure in fulfilment of obligations; Takasbank shall be entitled to either temporarily suspend the related member's activities entirely or on transaction basis without giving any time period or remove the member from membership.
- (2) If the trading authorization is revoked by the competent authority, the member shall be removed by Takasbank from the BiGA membership. The obligations that have arisen from the transactions included within the scope of the Procedure and required to be fulfilled by the members whose activities have been suspended, or who have been removed from membership or who wish to leave membership upon their own written request shall survive.
- (3) The termination of any member's membership in BiGA shall not be rendered as the termination of the related member's membership in the KMTS. The member's membership in the KMTS shall continue.
- (4) If any member's membership in the KMTS is terminated, the related member's membership in BiGA shall be automatically terminated.
- (5) In the event of termination of the Member's BiGA membership, the BiGAs on the transfer infrastructure must be converted within 15 days. If the conversion is not completed within this period, Takasbank will initiate the conversion process ex officio.

ARTICLE 9 Retirement from membership

- (1) The institution intending to withdraw from membership shall provide written notice to Takasbank. All pending future value transactions conducted on the BiGA transfer infrastructure must be fully settled, and any BiGAs on the transfer infrastructure must be either converted or transferred.

CHAPTER THREE

Access to Transfer Infrastructure, and Usage and Protection of Private and Public Keys

ARTICLE 10 Access to Transfer Infrastructure

- (1) The members are included over the applications for which the installation stages are described in the Installation Document provided by Takasbank for installation of their nodes to be included in the transfer infrastructure.
- (2) The members shall notify Takasbank of their static IP and/or IPs given to servers used for installation.
- (3) The members are obliged to provide node servers with the features specified by Takasbank.
- (4) The members shall share with Takasbank the information related with the public key that is the indicator of the related node after the installations that they make.
- (5) The members shall give the necessary permissions to the IPs and ports pertaining to BiGA transfer infrastructure participants shared by Takasbank over their hardware and/or software in order to allow for dual access over their own nodes.
- (6) Takasbank shall restrict the access of nodes to the transfer infrastructure and/or request the necessary denial of access from the members in case of any doubts.
- (7) A member may have access to the transfer infrastructure with not less than 1 and not more than 2 nodes.

ARTICLE 11 Consensus

- (1) The members that have completed their node installations shall execute their transactions as required by the consensus rules used on the transfer infrastructure.
- (2) iBFT/RAFT consensus algorithms are used on the current BiGA transfer infrastructure.
- (3) As required by the operating principle of iBFT, it is required that approvals should be given by $2n+1$ units of nodes in a blockchain network with $3n+1$ units of nodes for execution of a transaction. This consensus algorithm may tolerate not more than n units of faulty or unfunctional nodes in the blockchain network. In

addition, the approval by one more than half of the current nodes in the blockchain network is required for a node to be newly added to and/or removed from the blockchain network.

- (4) The working principle of the RAFT consensus algorithm is that a node in the blockchain network randomly assumes the role of master, and transactions approved by this node in the master role are published on the network. The role of master node does not remain on a node permanently, and this role constantly changes between nodes.
- (5) The steps of addition and/or removal of nodes within the scope of consensus are provided in the Operation Document.
- (6) Takasbank is authorized to change the consensus algorithm to be used on the transfer infrastructure.

ARTICLE 12 Public and Private Keys

- (1) The members generate a pair of public-private keys within their own structure in order to establish communication in the blockchain network and to participate in the consensus.
- (2) While the members share with Takasbank and other transfer infrastructure members the public key information only from the pair of keys specified in the previous article, they do not share the private key information with anybody.
- (3) The members create BiGA accounts in order to execute BiGA trading, conversion, physical withdrawal request and transfer operations.
- (4) Members are responsible for the security and backup of all private keys that they have generated.

ARTICLE 13 Operator and Regulator Accounts

- (1) Takasbank is the sole authorized owner of the operator account over BiGA transfer infrastructure.
- (2) The operations like the approval of accounts, conversion of BiGAs and suspension of transfers over BiGA transfer infrastructure are performed by Takasbank using the operator account.
- (3) The amount information of each transfer transaction to be executed over BiGA transfer infrastructure is encrypted with the public key of the regulator account in addition to the public keys of the sender and receiver accounts.
- (4) Takasbank is authorized to transfer its regulator account to the relevant regulatory and supervisory authorities if and when required.
- (5) Takasbank is authorized to suspend/stop the transfer infrastructure using its operator account in case of occurrence of any extraordinary circumstances, i.e. cases that may be jeopardize efficient, uninterrupted and secure functioning of BiGA transfer infrastructure.

CHAPTER FOUR

Account Operations

ARTICLE 14 Account Structure

- (1) All accounts necessary for execution of transfer and trading transactions shall be opened for all members willing to execute transactions over BiGA transfer infrastructure. A Portfolio Account is opened in the name of each member to execute transactions on the transfer infrastructure and this account is notified to Takasbank via KMTS.
- (2) Members can create on the transfer infrastructure any number of BiGA accounts for themselves and for and on behalf of their customers as desired. The accounts created are automatically included into the transfer infrastructure. Takasbank is authorized to suspend the account in case of extraordinary cases.
- (3) The transactions made in the accounts opened on behalf of the member at Takasbank are subject to the implementation and principles of Takasbank.
- (4) In case the blockchain network or accounts become unusable; members are obliged to redefine the accounts on the blockchain on behalf of themselves and/or their customers. The member is obliged to notify Takasbank of the relationship between the former account and the new account, and the balances on the new accounts

whose relationship is notified are created by Takasbank upon the instruction of the member. All legal responsibility regarding this matter belongs to the Member.

- (5) In case of a request to change the IBAN of an account; if the relevant Member wants to change an account defined for its customer and the IBAN information, the relevant account is notified to Takasbank in writing. The status information of the relevant account is changed on the blockchain by Takasbank. The Member creates an account with a new IBAN for the customer and sends it for approval. If the relevant Member wants to continue using an existing account by changing its IBAN information, it shall notify Takasbank in writing of the relevant account and the new IBAN information it wants to use. When the transaction is completed, the relevant member is requested to make an IBAN change in their system for the account being processed.
- (6) Takasbank may temporarily suspend/stop the system in case of the nonagreement in the BiGA transfer infrastructure.

CHAPTER FIVE

General Principles Regarding BiGA Conversion and Physical Withdrawal Transactions

ARTICLE 15 Conversion and physical withdrawal transactions of gold stored in BİAŞ safe deposit boxes

- (1) The dematerialized gold to be converted into BiGA are firstly transferred to the Member's Portfolio account over the KMTS using the inter-account transfer method.
- (2) The members signing BiGA Agreement should firstly convert their dematerialized gold that they have previously transferred to the KMTS into BiGAs in order to execute transactions over the transfer infrastructure.
- (3) The conversion transactions of dematerialized gold transferred to the portfolio account into BiGAs over the KMTS menus.
- (4) The dematerialized gold converted into BiGAs is monitored as BiGA balance in the KMTS.
- (5) The members may not request for physical gold exit without converting their BiGA balances into dematerialized gold again.
- (6) Conversion transactions may be executed over the portfolio account only.
- (7) The BiGAs intended to be transferred over the transfer infrastructure may also be subjected to a transfer by transferring them to the BiGA transfer infrastructure over the KMTS using the conversion method.
- (8) While the balances converted into BiGA on the KMTS but not transferred to the transfer infrastructure are monitored in the KMTS, BiGA balances that are converted and transferred to the BiGA transfer infrastructure are removed from KMTS from the time of transfer and started to be monitored in BiGA transfer infrastructure.
- (9) The conversion transactions may also be executed by Takasbank users if the member notifies its written request to Takasbank.
- (10) For dematerialization of BiGAs and their physical delivery from safe deposit boxes of BİAŞ, it is required that they are transferred by the member over BiGA transfer infrastructure to the KMTS and then converted into dematerialized gold in the KMTS. Each member can receive physical gold at most equal to the amount of dematerialized gold they have transferred to KMTS to be converted into BiGA. Gold delivered to and received from BİAŞ safe deposit boxes may only be LBMA-compliant (London Bullion Market Association) gold of 995/1000 purity in 1 kg and multiples thereof. BİAŞ regulations apply to delivery and related fees and commissions.
- (11) The BiGAs transferred to the KMTS and then converted into dematerialized gold again may be subjected to transfer again as dematerialized gold in the KMTS or physically received from safe deposit boxes of the custodian deemed appropriate by BİAŞ and Istanbul Clearing, Settlement and Custody Bank Inc..
- (12) Conversion transactions may be only performed over the portfolio account created by the member in its own name and defined and entered into the KMTS.

- (13) A customer may not directly execute any conversion. The BiGAs to be converted should firstly be transferred from the customer account to the member's portfolio account.
- (14) In case that the member's private keys related with BiGA accounts are lost, the member may create a new account instead of the account, the private account of which has been lost and apply to Takasbank and request for transfer of the balances in the former account to the new account. In such cases, it is required that the identity details of the customers related with such accounts, the details of such accounts and the written application containing the customer's consent for the transfer should be forwarded to Takasbank. After the necessary controls to be performed by Takasbank, the balances in the former account are transferred to the new account. Takasbank is entitled to not execute the transaction if and when it deems necessary.
- (15) In case of occurrence of extraordinary circumstances, i.e. the cases jeopardizing the efficient, uninterrupted and secure operation of BiGA transfer infrastructure, Takasbank is entitled and authorized to transfer the dematerialized gold balances created by way of conversion of all BiGA balances on the blockchain to the member's own accounts on the KMTS.
- (16) The member who converts to BiGA is responsible for the delivery to the end user.

ARTICLE 16 Conversion and physical withdrawal transactions of gold stored in authorized institutions

- (1) The institutions that will perform physical gold procurement and/or custody and/or physical delivery and/or spread determination transactions shall be authorized by BİAŞ and Istanbul Settlement and Custody Bank Inc.
- (2) Physical gold custodied by authorized institutions is blocked to be converted into BiGA, and BiGA up to the gold balance is transferred to the transfer infrastructure by Takasbank.
- (3) Members' clients cannot perform conversion transactions in the system. BiGAs to be converted must first be transferred from the customer account to the member's portfolio account.
- (4) It is not possible to cancel any instruction forwarded by the members to the BiGA transfer infrastructure and through the Module.
- (5) In order for BiGAs to be delivered in physical gold on behalf of their customers, members submit a physical withdrawal instruction of a maximum of 1,000 BiGA/day, with a minimum of 50 gr, 10 gr and its multiples, to the authorized institutions through Takasbank. For members requesting physical delivery, authorized institutions make physical delivery in T+4 workdays at the earliest. The member can send a maximum of 50,000 BiGA/day physical delivery instructions on its behalf, in the form of a minimum of 1,000 BiGA/day and its multiples. In addition, members who do not want to withdraw physical gold can only send a sale instruction to the Authorized Institutions for 25,000 BiGA/day on their behalf.
- (6) It freely determines the amount of BiGA that authorized institutions will repurchase from the members in exchange for TL for each day and announces it to the members through Takasbank from the module.
- (7) Members may also request that physical gold delivery be made on behalf of their customers from the delivery points determined by the authorized institution.
- (8) Remuneration and other details of physical delivery are announced separately by authorized institutions.
- (9) Members can forward their physical withdrawal instructions to BiGA transfer infrastructure until 16.00. However, unapproved physical withdrawal instructions may be subject to cancellation.
- (10) Physical withdrawal instructions that are not forwarded through the BiGA transfer infrastructure cannot be processed by authorized institutions.

CHAPTER SIX

General Principles Regarding BiGA Trading Module

ARTICLE 17 BiGA Trading Transactions

- (1) BiGAs converted through authorized institutions can be subject to trading by Takasbank only for members through the module.

- (2) Takasbank applies the spreads determined by authorized institutions on the BiGA base price and transmits the BiGA buy and sell rates to the module.
- (3) Members can only conduct buy and sell transactions based on the rates available in the module..
- (4) Members are free to decide on the spread to be applied in the sale of BiGAs purchased through Takasbank module to their own customers.
- (5) Purchase and sale transactions in exchange for TRY via the module can be conducted between 9:00 AM and 4:30 PM on business days, and between 9:00 AM and 11:30 AM on half-business days.
- (6) There is no daily limit for members' BiGA purchases, and the total purchase amount is limited to the amounts converted by authorized institutions.
- (7) The BiGA purchase limits of the institutions authorized from the members in TL are announced to the members in the module with the limits that change daily.

CHAPTER SEVEN

Transfer Basis

ARTICLE 18 General principles regarding BiGA transfer

- (1) The BiGAs that have been converted into digital assets in the transfer infrastructure can be subject to transfer.
- (2) No transactions may be executed over the accounts without adequate BiGA balance in the account.
- (3) Members create their transfer instructions over their own systems and transfer them to the transfer infrastructure using the front-end applications that they have developed on their own or outsourced from third persons.
- (4) In all operations and transactions to be executed under this Procedure, Takasbank shall address and interact with the relevant member only, regardless of whether such transactions belong to the members' clients or not.
- (5) Transfer transactions shall be performed through virement and neither the entry of the transfer instruction nor its approval by the counter-member is awaited.
- (6) Transfer transactions may be monitored instantly over the BiGA transfer infrastructure.
- (7) BiGA purchase, sale and conversion transactions can be made through the portfolio account notified to Takasbank, and transfer transactions can be made through member and member customer accounts.
- (8) Transfers can be made between the member's own accounts or the other members accounts through the transfer infrastructure.

ARTICLE 19 Time periods for transfer transactions

- (1) The transactions may be executed on the transfer infrastructure on a 7-day/24-hour basis.
- (2) Members are free to set the times during which they will allow their customers to execute transactions.
- (3) Future value-dated transfer instructions may not be entered over the transfer infrastructure.

ARTICLE 20 Transaction Currency

- (1) BiGA balances are held as 1 gram (g) = 1 BiGA. In the transfer transactions executed over the transfer infrastructure, the balance refers to BiGA corresponding to the gold balance in grams at the purity of 995/1000.
- (2) In transfers, the minimum amount is applied as 1 (one) BiGA and its multiples. The instruction may be entered for minimum 1 (one) BiGA.

ARTICLE 21 Transmission and processing of instructions

- (1) Transfer instructions are entered through the members' own systems and sent to the transfer infrastructure. The instruction received at the transfer infrastructure is validated by every node on the transfer infrastructure according to the consensus rules explained in article 11 of this Procedure. If adequate consensus is reached, the transaction is executed; otherwise, the transaction is not executed.
- (2) The transaction executed over the transfer infrastructure may not be cancelled. However, it is possible to send the balance back upon a new transfer instruction of the counter-party.

ARTICLE 22 Transaction reports

- (1) All data containing the amount, the transacting parties and the other transfer details related with all transactions executed over the transfer infrastructure may be viewed by all parties on the transfer infrastructure. However, the parties view their own transactions in detail; the other transactions are displayed in an encrypted manner.

ARTICLE 23 Reconciliation

- (1) The reconciliation of the total number of BiGAs in circulation on the BiGA transfer infrastructure and the total number of dematerialized BiGAs, along with the total physical gold balance stored as BiGA equivalents in the safes of BİAŞ and authorized institutions, is conducted on a daily basis.

CHAPTER EIGHT

Fees and Commissions

ARTICLE 24 Fees and commissions

- (1) Transfer infrastructure related fees and commissions shall be determined by Takasbank according to the nature of and parties to the transaction.
- (2) All fees and commissions of Takasbank are published by Takasbank on its website.
- (3) Fees and commissions are accrued in TL over the participants' 70-Commission Account held at Takasbank within the month following the transactions; and collected within three business days following such accrual. The commissions not paid within the due period are directly collected from the members' free current accounts.
- (4) The costs and expenses like other expenses, loss or damages, costs, taxes, legal deductions, charges and interests, not specified in the annex to the agreement, but arising from the participant transactions shall be paid by the participant to the designated accounts within the time periods specified by Takasbank, following Takasbank's notification thereof to the relevant participant through system reports, e-mail or in writing.
- (5) The fees of the end users regarding the physical delivery process are announced and collected separately by the authorized institutions that will make the delivery.

CHAPTER NINE

Miscellaneous and Final Provisions

ARTICLE 25 Issues not specified in the Procedure

- (1) For any issues that are not specified or clarified herein, the General Manager is entitled and authorized to take a decision, and to regulate and direct the implementation in accordance with the relevant regulations.

ARTICLE 26 Disciplinary provisions

- (1) In addition to the provisions specified herein, the disciplinary provisions provided in Chapter 7 of the Central Clearing and Settlement Regulation shall also apply for the participants not complying with the obligations specified in this Procedure.

ARTICLE 27 Measures to be taken in case of extraordinary situations

- (1) Takasbank is authorized to determine and implement the necessary measures in the event of extraordinary situations that may negatively affect the operation of the BiGA transfer infrastructure.
- (2) The decision-making processes, technical, operational, and procedural tools to be followed in extraordinary situations will be specified in the emergency procedures guide prepared by Takasbank and communicated to the members.

ARTICLE 28 Announcements

- (1) The details and changes related with the issues specified hereunder are announced to the members via the General Letters and Announcements to be published by Takasbank.

ARTICLE 29 Transfer infrastructure and module business continuity

- (1) The business continuity plan and disaster recovery rules have been specified in “Takasbank Business Continuity Directive”, the sub-directives issued under such directive and the continuity plans. The general policy texts related with business continuity are announced by Takasbank to the participants via its website.

ARTICLE 30 Changes in transfer infrastructure and module rules

- (1) Takasbank is authorized to change the transfer infrastructure rules. If any change likely to be made in the transfer infrastructure rules is subject to the approval of competent authorities pursuant to the relevant legislation; such changes are put into practice after obtaining such approval/s.

ARTICLE 31 Enforcement

- (1) This Procedure shall enter into force on its publication date.

ARTICLE 32 Execution

- (1) The provisions of this Procedure shall be executed by the General Manager.

ARTICLE 33 PROVISIONAL ARTICLE 1

- (1) No participation fee will be charged to members who have signed the BiGA Participation Agreement before the publication date of the Procedure.