

.....A.Ş.

We hereby send you attached a copy of the Crowdfunding Escrow Agent Membership Contract and the Pre-contractual Information Sheet that points out the standardized terms of the Contract that are irrevocable for our Bank.

Within this frame, we recommend you to review the terms of the present Contract, seek assistance from an expert in the field (lawyer, legal consultant, etc.), if required and apply to our Bank afterwards.

We hereby declare that we are ready to negotiate with your party and proceed to the signature of contract after you review the present Contract and get a second opinion about legal and financial consideration as per your preference.

Sincerely, yours.

TAKASBANK
İSTANBUL TAKAS VE SAKLAMA BANKASI A.Ş.

Appendices:

- 1- Crowdfunding Escrow Agent Membership Contract
- 2- Pre-Contractual Information Sheet

I have received the notification on the date/...../.....

Name and Surname :

Signature :

CROWDFUNDING ESCROW AGENT MEMBERSHIP CONTRACT

PRE-CONTRACTUAL INFORMATION SHEET

The standardized terms of the Crowdfunding Escrow Agent Membership Contract that we're willing to sign with your Organization in accordance with the 21st Article of the Turkish Code of Obligations No. 6098 are given below for your reference. We hereby accept and declare to sign the present Contract with you once the related standardized terms are read and acknowledged, reviewed and evaluated by your party and your acceptance is notified to our Bank (TAKASBANK – İstanbul Takas ve Saklama Bankası A.Ş.) at least two business days after its receipt by your end.

By means of the present Contract;

- Your Organization agrees the following terms in accordance with the 4th Article titled **“Obligations of the Platform”**:

- The Organization shall be responsible for fulfilling the obligations related with the conditions of membership as defined in the procedure and for providing the requested documents.
- The Organization shall be responsible for the enlightening of the investors that became members of your Organization with the purpose of raising funds for the announced projects duly to the law on the protection of personal data and secondary amendments.
- The Organization shall be responsible for the protection of the personal data of the investors that have become their members.
- The Organization shall be responsible for controlling that the investors raise funds within the limits defined by the regulations.
- The Organization shall be responsible for any loss deriving from the investors' fund raising over the limits defined in the regulations.
- The Organization shall be responsible for notifying the data of the investors that raise funds for projects, the payment type “EFT or credit card”, the code of the project that receives the investment, the reference number produced by the platform for fund-raising order of each investor to Takasbank timely and accurately.
- The Organization shall be responsible for reporting the investors that used their withdrawal rights to Takasbank timely and accurately.
- In order to enable the refunding of funds for any reason, the Organization shall be responsible for notifying the payment instrument used by the investor, the reference number and all other data requested by Takasbank timely and accurately.
- The Organization shall be responsible for controlling that the qualified investors that raise funds for projects have the qualities defined by the regulations, as well as for any losses that might derive from the transactions processed by persons who are not classified as qualified investors.
- The Organization shall be responsible for notifying the investors that Takasbank shall not pay any accretion for the funds raised for projects by the investors.
- For transactions made with user code and password assigned to the Organization by Takasbank; the transactions made as a result of the aforesaid user code and password

obtained by third parties with or without its consent shall be binding and the Organization shall be responsible for any losses that might derive from such tasks and transactions.

- The Organization shall be responsible for calculating the amount refundable to each investor for the refunding of funds raised over the targeted fund amount throughout the campaign process and for reporting it to Takasbank timely and accurately.
- In order to refund the deposited amount to the funding investors in case of cancellation of the campaign, the Organization shall be responsible for sending the investor's data and payment order to Takasbank accurately and timely.
- Before submitting the payment order to transfer the funds raised by the end of the campaign to the funded firm, the Organization shall be responsible for controlling that the equities produced as a result of the capital increase made by the venture firm have been carried forward to each investor's account opened at the CRA, or, that the equities and debt instruments issued within the scope of crowdfunding have been registered in electronic environment and transferred to the right holders, and for compensation of all damages that shall derive from non-compliance with this obligation.
- The Organization shall be responsible for informing the account information related to the payment to be made to the funded firm accurately and Takasbank cannot be held responsible for any losses that might derive from inaccurate notifications.
- In the event that the minimum capital amount specified in the 332nd article of the TTC is paid to the real entity entrepreneur's account by Takasbank in order for the establishment of an incorporated firm if the project becomes successful within the scope of crowdfunding, yet the entrepreneur cannot establish the firm within the period specified in the Communiqué, the Organization agrees that the paid amount shall be refunded to the project's account within 3 business days as of the expiration of the related periods so as to enable that the same to be refunded to the investors' accounts. Likewise, the Organization agrees that the entrepreneur and the platform shall be jointly and severally responsible for any failure to process the refund and any losses deriving from this, which might indemnify Takasbank, shall be paid fully in cash at first request.
- The Organization shall be responsible for any losses that might derive from the inconsistency of the investors' data reported to Takasbank with the actual data of the fund-raising investors.
- The Organization accepts that Takasbank shall not be a party in case of any dispute rising between investors, venture firm or entrepreneurs, and therefore, in case Takasbank becomes obliged to pay any compensation or penalty for this reason, the Organization shall fully pay the related amounts to Takasbank in cash at first request.
- The Organization shall submit the refund orders between the hours defined in the procedure and shall be responsible for any losses that might occur due to submitting orders at out of these hours.
- In case of termination of the contract or resignation from membership, the campaigns shall be deemed to have ended, the funds raised for projects shall be returned to the investors and the Organization shall be responsible for any losses that might occur for this reason.
- The campaigns shall be deemed to have ended in case of delisting; therefore, the Organization shall be responsible for any losses that might derive from refunding the funds raised for the project by the investors to the investors.

- In the event that the investors cannot raise funds for such reasons like a problem or a malfunction in its own system, Takasbank cannot be held responsible.
 - Takasbank cannot be held responsible for any failure to raise funds due to problems that might occur in the payment systems utilized by the investor for fund-raising purposes, or due to insufficient funds in his/her credit card held for fund-raising purposes or problems with the credit card system.
 - The Organization shall take the necessary measures to ensure that the investors raise funds through their own payment instrument or through the accounts held by their own. Takasbank cannot be held responsible for the refunding of the funds sent through accounts or credit cards that are not owned by the investors.
 - The Organization shall be obliged to certify to have been included to the list or to have applied to the Board to be included to the list within 6 months as of the date of signature of the present contract. In the event of failure to apply or refusal of the application by the Board, the present contract shall be deemed to have been terminated. If the listing application has been processed, Takasbank can grant an extension of time until the Board announces its resolution.
 - Takasbank shall not be considered as a party nor be held responsible for any disputes arising from the legal relationship between the Organization and the virtual pos service provider firm assigned by Takasbank.
 - The Organization is responsible for fulfilling the conditions related to the technical infrastructure stated in the procedure.
 - The Organization shall be responsible for all kinds of direct and indirect losses, sanctions and compensations that might occur due to non-compliance with the obligatory technical and administrative measures.
- Within the frame of the 2nd paragraph of the Article 6 titled “**Delivery of Platform Orders by Fax/E-mail**”; you are deemed to have accepted all the consequences that shall derive from transactions to be processed upon delivery of orders by means of fax/e-mail, which cannot be attributed to Takasbank.

In accordance with the 3rd paragraph of the same article; in case your Organization sends orders to Takasbank by means of fax/e-mail, you shall be deemed to have accepted the following:

- a) The orders shall be submitted via the fax number/e-mail address stated in the end of the Contract or declared to Takasbank in written. In case the fax number/e-mail address has changed, the modification shall be informed to Takasbank immediately in written.
- b) The necessary measures shall be taken to ensure that the orders are submitted via fax/e-mail only by the authorized personnel of your organization.
- c) All the pages of the order submitted via fax/e-mail shall be signed by the personnel with the authority to represent and bind your Organization.
- d) The original copies of the orders shall be delivered by hand to Takasbank for approval within five working days following the date of submittal of the fax/e-mail through mail or authorized personnel.

- e) Takasbank has the right to hold the orders submitted via fax/electronic mail and wait for the receipt of the original copy. If Takasbank has processed the order submitted via fax/e-mail, in the event that the original text of the fax/e-mail order hasn't been delivered within the period defined in the Contract, the processed transactions shall be valid and binding. Any losses that might derive due to processing these orders shall be covered by your Organization and TAKASBANK shall not be held responsible for such losses.

As also stated in the 4th paragraph of the same article; once Takasbank receives the fax/e-mail ordered submitted by your party, it shall process the order without having to wait for the written approval to be sent in accordance with the subclause (d) of the third paragraph. Nonetheless, Takasbank is entitled to not process the orders submitted via fax/e-mail, without the obligation to declare any cause. In such cases, Takasbank shall notify your Organization accordingly.

In the 5th paragraph of the aforesaid article, Takasbank shall have the discretionary power to process or hold the orders submitted from a fax number/e-mail address different than the one declared by your Organization with regard to the urgency of the transaction and to the nature of the conditions.

In accordance with the 6th paragraph of the related article; if any difference is detected between the order submitted by your Organization via fax/e-mail and the original copy of the order to be sent, after the processing of the order, you shall be deemed to have accepted the validity of the order received by Takasbank via fax/e-mail.

The 7th paragraph of the article regulates the conditions in which your Organization shall be held responsible for the orders submitted via fax/e-mail. Within this scope, you are deemed to have accepted that your Organization shall be solely responsible for the following:

- a) Signature similarities between the text submitted via fax/e-mail and the original copy of the order and/or the authorized signatures list, which cannot be noticed at first sight.
- b) The consequences of frauds and forgeries related to the fax/e-mail order.
- c) The consequences of orders submitted by unauthorized persons.
- d) Malfunctions or break downs of the general or private communication instrument and systems, to which it is connected.
- e) The consequences that shall arise in case of submitting an order without having notified the change of fax number/e-mail address to Takasbank.
- f) The consequences that shall arise if the order submitted via fax/e-mail is wrong and/or incomplete.
- g) The mistakes of third parties.

- Within the scope of the 3rd paragraph of Article 7 titled “**Provisions on Privacy and Personal Data Protection Law**”, your Organization shall be obliged to make the necessary notifications to related parties, perform its obligation for clarification and process and protect the personal data with the title of data controller within the frame of and in accordance with the contract. In case of failure to fulfil these conditions, it shall inform Takasbank and the Personal Data Protection Board immediately and in writing.

The 4th paragraph of the same article regulates that all kinds of legal, penal, administrative and financial responsibilities deriving from the obtention of the confidential and/or personal data provided to your Organization within the scope of the execution of the service that forms the object of the present Contract, by third parties as well as from the unauthorized use at your end belongs to your Organization, without being limited to a certain period.

As per the 5th paragraph of the same article, your Organization shall be obliged to report any security gaps or data leakages that might occur at your Organization to Takasbank immediately after detecting the situation.

All these points are deemed to have been accepted by your Organization.

As per the contract's 8th article titled "**Resolution of Disputes**"; Istanbul Central Courts and Execution Offices shall be authorized to resolve any disputes arising from the contract and you are deemed to have accepted this authorization.

-In accordance with the 9th article titled "**Term and Termination of the Contract**"; in case of termination of the contract, the campaign shall be deemed to have terminated and the funds raised by the investors and blocked at Takasbank shall be refunded to the investors. Within this scope; you are deemed to have accepted that your Organization shall be liable for any losses that might derive from the failure to submit the payment order for the purpose of refunding the funds raised by the investors timely and accurately.

- In accordance with the Article 10 titled "**Evidential Contract**"; you are deemed to have accepted that in case of any dispute arising between your Organization and Takasbank, the records of Takasbank shall be binding and that this provision shall constitute conclusive evidence in accordance with the 193rd article of the Civil Procedure Code.

Statement of the Organization:

We hereby declare that we have received the complete pre-contractual information sheet and the terms of general procedure; we have read and evaluated the Contract consisting of the aforesaid form with the general terms presented in its appendix as well as the articles specified by your Bank; that we acknowledge our liabilities arising for our Organization; that we agree and accept the general transactional terms and the articles specified by your Bank and that we give our consent for those general terms to be binding for us.

ORGANIZATION :.....

Title+Stamp+Signature :.....

Date :.....