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An example of the Domestic Clearing and Settlement System Collateral Custody Service Participant Agreement that we request to be signed in the annex due to the Domestic Clearing and Settlement System Collateral Custody Transactions carried out by your institution and the Pre-Contract Information Form that draws your attention to the general transaction conditions indispensable for our Bank.

In this respect, it is recommended to you to review the articles of the agreement, to seek support from a professional if you need assistance about the matter (Lawyer, Legal Counsel etc.) and afterwards to apply to the Bank.

After reviewing this Agreement and having your opinion regarding their legal and financial evaluation depending on your preference, we state that we are ready to negotiate with you and make an agreement.

Kind regards,

# TAKASBANK

# İSTANBUL TAKAS VE SAKLAMA BANKASI A.Ş.

### Attachments:

- 1- Domestic Clearing and Settlement System Collateral Custody Service Participant Agreement,
- 2- Domestic Clearing and Settlement System Collateral Custody Service Participant Agreement Pre-contractual Information Sheet

I received notice at the date ...../.....

:

Name - Surname

Signature :

This Information Sheet is related with the provisions that defines the general terms of processes included in the Domestic Clearing and Settlement System Collateral Custody Service Participation Agreement (the Agreement) that will be concluded with your institution under article 21 of Turkish Code of Obligations No. 6098. In the event that above mentioned general terms of processes are read and understood, reviewed and evaluated and notified to our Bank (Istanbul Takas ve Saklama Bankası A.Ş.) when has been accepted after at least two business days its deliver to you, we accept and declare that we will contract this Agreement with your Institution. Besides, we would especially like to draw your attention to some art of the general terms of processes stated below:

- 1) According to Article 4 of the agreement titled "General Principles Regarding Collateral Custody Services";
  - The application principles to be determined within the scope of the relevant legislation regarding the collateral custody service of the Domestic Clearing and Settlement System (YTH) to be realized through TAKASBANK are published by TAKASBANK and BKM,
  - TAKASBANK cannot be held responsible for the obligations of your institution to BKM and any other participants,
  - In the event that your institution does not fulfill its obligations to YTH System, the authority to use your guarantees is at BKM. TAKASBANK does not have to get the approval of your Institution when cashing collaterals with the order of BKM.
- 2) According to Article 6 of the agreement titled "Obligations of Participant" you acknowledge and agree that;
  - Relevant legal provisions and terms of this agreement shall be applied to all the transactions performed within YTH system; and Takasbank is authorized to construe the relevant legislation as being the Collateral Custody Institution, to decide on the issues that are without clarity taking general provisions into account and direct the implementation,
  - You will comply with all the conditions and obligations set by Takasbank to comply with all rules announced and to be announced by Takasbank regarding the transactions to be performed in Takasbank Systems,
  - In order to ensure the security and uninterrupted operation of Takasbank Systems, you will keep the necessary infrastructure, software and systems ready and running within the framework of the arrangements to be made by Takasbank and other authorized institutions and organizations,
  - In order to ensure continuity of uninterrupted and secure maintenance of Takasbank Systems, you will adapt the system modifications within defined time framework and you will participate in the tests you invited,
  - You will avoid activities that will jeopardize the smooth execution of transactions; You will meet all damages and losses that will occur if you are defective in problems related to the operation of the system,
  - You are responsible for the work done by your employees within the framework of their duties, by performing all obligations under the contract and related legislation,

- You will have unlimited responsibility for the obligations arising from any transactions performed by representatives that you authorized to perform transactions on Takasbank System, such transactions are binding unless you have not notified Takasbank in written about the changes in representation authorizations, the responsibility of keeping user code and password that are being used by the representatives for connecting to the system, lies with your institution, you are responsible for any damage caused by utilization of user code and password by unauthorized persons when third parties obtain these data with or without the consent of the representatives, your institution is responsible from any damage occurs when your representatives or your clients on behalf of which transactions are performed, do not have legal capacity or when transactions are performed on clients' accounts contrary to orders of the clients or without any client order,
- You are obliged to take necessary measures in order not to enable unauthorized access to systems that you access online, not to copy and download the data flow content, not to attempt access to menus of web sites that are not allowed, not to send requests that will affect and damage the web site and the systems, not to perform reverse engineering (Disclosing structure and functioning of the system, by inferring reasoning) the web site and the systems, to prevent unauthorized persons to use the web site, and the content sent to the website not to violate intellectual property rights of third parties, include criminal statements such as insult and felony, disclose commercial secrets of any other entity, have false, illegal and off-color content and contain discrimination, provoke illegal behavior, include advertising material and have malicious content or codes such as virus or spyware. You are obliged to compensate Takasbank for any damage related with the abovementioned situations,
- Responsibilities related with the transactions you performed through the system belong to your institution and when Takasbank and/or third parties suffer damage due to the reasons caused by your fault, you will compensate these damages,
- Concerning the transactions performed through the system, Takasbank will not become a party in the disputes that may arise between your institution and third parties,
- For the damages that may occur because your transactions cannot be completed due to technical failure, farce major, or other reasons that are related with the system and that are not caused by Takasbank's fault, You will not hold Takasbank responsible and you will not make any request to Takasbank for the compensation of these damages,
- The requests made out of working hours defined in the relevant legislation will not be taken into account and these hours may always be changed upon notification to our institution,
- Within the timeframe defined in the relevant regulations; you will pay the fees and commissions applied by Takasbank, related with the services that Takasbank provides under relevant legislation and this agreement,

- In case Takasbank has to sue a lawsuit or initiate execution for debt in order to collect the debts arising from the agreement, you will oblige to pay any fee, expense and attorney fees occurring as the result of those legal actions,
- Relevant legislation and amendment to those laws are indispensable part of the Agreement,
- Without approval of BKM you will not send instructions that limits or nullifies ownership of BKM on the pledged accounts, Takasbank will notify BKM about the instructions sent without approval of BKM, and Takasbank will wait for a reasonable period of time in order to enable BKM to send a reply about the issue, within this waiting period, your instructions will not be processed and you will not claim compensation related with this issue for any reason,
- In cases where collaterals are required; TAKASBANK will transform the assets subject to collateral into cash in the best effort with the instruction of BKM and transfer them to the settlement account of the YTH system, related with this issue, you will not claim compensation for any reason,
- 3) Within the scope of the 7th article of the contract titled "Technical Infrastructure"; TAKASBANK applications work with internet access method and TAKASBANK has the right to make changes in access methods. Access to TAKASBANK systems will be provided between the access hours announced by TAKASBANK and TAKASBANK may make changes to the access hours. These changes are announced to the participants,
- 4) According to the first clause of the 8th article of the contract titled "TAKASBANK Fees"; The fee schedule for the services offered by TAKASBANK and the changes to be made in this tariff are determined by TAKASBANK and announced to the Participants. The legal obligations of TAKASBANK and the expenses related to these transactions are taken into consideration in determining the said fee tariff,
- 5) Pursuant to article 11 titled "Evidential Contract" of the contract, only the records kept by TAKASBANK regarding the process of dispute in the resolution of disputes that may arise from this contract are definitive evidence as per article 193 of the Civil Procedure Law will constitute,
- 6) Pursuant to article 12 titled "Settlement of Disputes", Istanbul Central Courts and Enforcement Offices shall be authorized exclusively in the resolution of disputes that may arise from this contract.

## **Declaration of Participant of the YTH Collateral Custody Service**

For YTH Collateral Custody Service, we declare that we wholly and completely received the Domestic Clearing and Settlement System Collateral Custody Service Participant Agreement Precontractual Information Sheet before the Domestic Clearing and Settlement System Collateral Custody Service Participant Agreement and the agreement including conditions of general processes, we read, reviewed and assessed the above mentioned document, attached agreement that includes conditions of general processes and articles that are especially brought to our attention by your institution, we understand the obligations that are assigned to our institution, we accept and agree on the mentioned conditions of general processes and articles that are especially brought to our attention by your institution, we accept and give consent to be bound by those conditions when the agreement is concluded.

### **PARTICIPANT:**

**Title + Seal + Signature:** 

Date:

Gizlilik Seviyesi: Kurum İçi