**PRELIMINARY INFORMATION FORM ON THE “CUSTODY AGREEMENT”**

According to the Turkish Code of Obligations Article 21, it is required to highlight and provide clear information on the responsibilities, conditions and major regulations in the Custody Agreement that the Client should comply with.

In this respect, we accept and declare to sign the Custody Agreement upon your confirmation on the acceptance of the rules depending on your analysis and assessment completed after a minimum of two days of your receipt of the Custody Agreement.

The followings are some of the general rules that we would like to highlight.

*According to Article III, Accounts clause 2;* the Client understands and agrees that Takasbank’s performance of this Agreement is subject to the relevant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which Takasbank is subject to and as exist in the country, in which any Property is held including the opening of, the holding of all or any part of the Property in, and the delivery of any Property to or from the Custody Account or the Cash Account and the performance of any other activities contemplated in this Agreement by Takasbank (including acting on any Instructions)

*According to Article IX Administration Of Securities, clause 7;* Takasbank shall not be held responsible for delayed payment or non-payment of principle, dividend, interest, redemption or any other cash payment and its consequences, if this is due to delayed payment or non-payment of the Company or its agent.

*According to Article X, Cash Account Transactions, clause 3*; Takasbank may debit the Cash Account as provided in this Agreement even if this results in (or increases) a debit balance. Takasbank is not obligated to debit the Cash Account, which might result in or increase a debit balance. If the total amount of debits to the Cash Account at any time would otherwise result in a debit balance or exceed the immediately available cash credited to the Cash Account, Takasbank shall consult with the Client as to which debits it will make.

*According to Article XII, Right Of Retention, Pledge, Set-Off, And Other Rights Of Takasbank clause 3*; Takasbank reserves the right to withhold the Securities in the Custody Account and/or cash in the Cash Accounts at Takasbank until commissions, fees, taxes (if any) or due payments of similar nature are fully and unconditionally reimbursed.

*According to Article XIII, Records & Confidentiality, clause 2*; the Client agrees that Takasbank’s books and records shall constitute sufficient evidence of any obligations of the Client to Takasbank and of any facts of events relied upon by Takasbank. Banks in Turkey are responsible for keeping records and their books according to generally accepted accounting principles, are subject to the audit and accepted as trust companies and it is not possible for the banks to prove any obligation with other records other than its own records. That’s why, it is mandatory to accept the records of Takasbank as proof in any case of discrepancy between the parties of this Agreement.

*According to Article XV, Instructions,*

clause 5; Takasbank may decide not to act on an Instruction where it reasonably doubts its contents, authorisation, origination or compliance with the Procedures and will promptly notify the Client of its decision.

In clause 7, If Takasbank, in good faith, executes an Instruction of a Client, which contravenes a law, regulations or market practice, Takasbank shall not be liable to the Client for doing so.

In clause 9, Takasbank is not obligated to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending an Instruction. Takasbank is not responsible for errors or omissions made by the Client or resulting from fraud or the duplication of any Instruction by the Client, and Takasbank may act on any Instruction by reference to account number only, even if no account name is provided. Takasbank may act on an Instruction if it reasonably believes it contains sufficient information.

In clause 10, Takasbank is not obliged to execute an Instruction of a Client if Takasbank believes that to do so will or may contravene any law or regulation, any relevant market practice and will promptly notify the Client thereof.

*According to Article XVII Scope Of Responsibility,*

*clause 3;* Takasbank has no liability for the acts, omissions, defaults or insolvency of any Clearance System not resulting from the negligence, willful misconduct or fraud of Takasbank. Except as required by applicable law or regulation, Takasbank has no responsibility for the selection or monitoring of any Clearance System.

*Clause 4; in relation to securities hold/safekept in the custody account, Takasbank is not responsible for the acts,* omissions, defaults or insolvency of any third party including, but not limited to, any broker, counterparty or issuer of securities.

*Clause 5;* Takasbank will not be responsible for any loss or damage suffered by the Client as a result of any act or failure to act by Takasbank unless the loss or damage results from Takasbank’s breach of this Agreement because of its negligence, willful misconduct or fraud or the negligence, willful misconduct or fraud of its nominees or any branch or subsidiary; in which event the liability of Takasbank in connection with the loss or damage will not exceed (i) the lesser of replacement of any Property or the market value of the Property to which such loss or damage relates at the time the Client reasonably should have been aware of such breach plus (ii) compensatory interest up to that time at the rate applicable to the base currency of the Cash Account.

*Clause 7;* under no circumstances will Takasbank be liable to the other party for indirect, incidental or consequential loss or damages, even if advised of the possibility of such damages

*According to Article XXIV, Notices And Communications, clause 4;* any communication to be delivered to any party under this Agreement which is sent by SWIFT or facsimile transmission or other form of communication indicated in Operating Manual shall be conclusive evidence between the parties. Under no circumstances shall Takasbank act upon any instruction relating to the operation of the Custody Account received by telephone, without first obtaining confirmation of such instruction via any one of the communications media specified.

*According to Article XXV****,*** *Governing Law and Jurisdiction, clause 1****;*** CustodyAgreement shall be governed by and construed in accordance with the Laws of Republic of TURKEY. Any disputes in relation to the Agreement shall be submitted to the non-exclusive jurisdiction of the ISTANBUL Courts.

RECITAL OF THE RELATED PARTY

We hereby declare that we have received the Agreement and its attachments in full; we have read, analyzed, assessed the “preliminary information form on Custody Agreement”, the “Custody Agreement” and the “mentioned clauses”; we recognized the liabilities to ourselves and we accept the above mentioned rules as convenient and we declare our acceptance and willingness of these rules to be binding.

**Name of the Institution :**

**Date of receipt of this Form :**

**Date of signing of this Form :**

**Title : ……………………………….. …………………………………………….**

**Name : ………………………………….. …………………………………………….**