

**HSBC YATIRIM MENKUL DEĞERLER A.Ş.
PRE-AGREEMENT INFORMATION FORM REGARDING
THE FRAMEWORK AGREEMENT FOR CAPITAL
MARKETS TRANSACTIONS**



HSBC YATIRIM MENKUL DEĞERLER A.Ş.

PRE-AGREEMENT INFORMATION FORM REGARDING THE FRAMEWORK AGREEMENT FOR CAPITAL MARKET TRANSACTIONS

THIS PRE-AGREEMENT INFORMATION FORM IS INTENDED TO PROVIDE YOU WITH INFORMATION PRIOR TO YOUR APPROVAL OF THE FRAMEWORK AGREEMENT FOR CAPITAL MARKET TRANSACTIONS, INCLUDING ITS APPENDICES, AS PER ARTICLE 21 OF THE TURKISH CODE OF OBLIGATIONS NO. 6098, ARTICLE 49 OF THE CONSUMER PROTECTION LAW NO. 6502, THE REGULATION ON DISTANCE CONTRACTS FOR FINANCIAL SERVICES, AND ARTICLE 5 OF THE CAPITAL MARKETS BOARD'S COMMUNIQUÉ NO. III-45.1 ON DOCUMENTATION AND RECORD-KEEPING SYSTEM REGARDING INVESTMENT SERVICES AND ACTIVITIES AND ANCILLARY SERVICES.

I. CORPORATE INFORMATION

Title: HSBC YATIRIM MENKUL DEGERLER ANONIM SİRKETİ
Register No.: 359071
Registered Office: Esentepe Mah. Büyükdere Cad. No:128 Şişli, İstanbul
Website: <http://www.hsbcyatirim.com.tr/>
Phone: 2123764600
Fax No: 02123362472
E-mail: ...
Central Reg. Sys. (Mersis) No.: 278009461200010
Core Business: Intermediary services in securities (including stock exchange brokerage and derivatives)

Dear Customer,

The Framework Agreement for Capital Market Transactions ("**Agreement**"), which is submitted to you along with this Pre-Agreement Information Form, is intended to set out the principles and procedures pertaining to the capital markets services and investment products to be offered to you by HSBC Yatırım Menkul Değerler Anonim Şirketi ("**HSBC YATIRIM**") , as well as the rights and obligations of our Company and of you, in compliance with the Capital Markets Law No. 6362, and the Communiqué No. III-37.1 on Principles Regarding Investment Services, Activities and Ancillary Services, the Communiqué No. III.39.1 on Principles of Establishment and Activities Investment Firms, the Communiqué No. III.45-1 on Documentation and Record-Keeping System Regarding Investment Services and Activities and Ancillary Services, as issued by the Capital Markets Board, as well as other applicable regulations.

The Agreement consists of three sections: "General Terms", "Special Terms" and "Appendices to the Agreement". "General Terms" refer to any provisions applicable to you, regardless of the service you have been utilizing, while "Special Terms" refer to any specific terms and conditions applicable based on the types of services to be provided. In case of any discrepancy between "General Terms" and "Special Terms", "Special Terms" shall prevail.

The following provisions of the Agreement are intended to provide guidance for you in relation to the parties' rights and obligations under this Agreement or applicable legislation. Therefore, prior to the execution of the Agreement, we hereby provide you with opportunity to acquaint yourself with the content and terms of the Agreement as per Articles 20 to 25 of Turkish Code of Obligations, relating to the general terms of transactions. In this context, we recommend you to carefully go through the provisions of the Agreement presented through this Pre-Agreement Information Form, and the following particular clauses, and to consult with an expert to obtain guidance regarding any legal and financial consequences thereof, should you deem it necessary.

II. SIGNIFICANT PROVISIONS OF THE AGREEMENT THAT MAY BE DETRIMENTAL TO YOUR INTERESTS

1. The following clauses contained in the section “General Terms” in the Agreement:

- a) Article 7 “Liability for Third Party Transactions”;
- b) Article 11 “Utilization of Cash in Customer Accounts”;
- c) Article 12 “Customer’s Tax Obligations”;
- d) Article 13 “Customer’s Collaterals”;
- e) Article 15 “Customer’s Default”;
- f) Paragraphs 16.1 and 16.2 in Article 16 “Miscellaneous”;
- g) Paragraphs 17.3, 17.4, and 17.5 in Article 17 “Amendment to and Termination of the Agreement”;
- h) Article 20 “No Assignment”;
- i) Paragraphs 22.2 and 22.3 in Article 22 “Severability, Indemnity, and Force Majeure”;
- j) Article 23 “HSBC YATIRIM’s Right to Demand Collateral and Lien, Clearing and Offsetting”; and
- k) Paragraph 26.1 in Article 26 “Statutory Provisions”

cover important points to be reviewed by you in terms of your rights and obligations.

2. The following clauses contained in the subsection “Special Provisions for Intermediary Services in Trading” in the section “Special Terms” in the Agreement:

- a) Article 2 “Execution of Orders”;
- b) Article 4 “Price Determination Method for Orders”;
- c) Article 5 “Execution of Transactions”;
- d) Article 6 “Brokerage Fees and Commissions”;
- e) Article 7 “Payment of Commissions, Expenses, and Taxes”; and
- f) Article 8 “Exercise of Pre-emptive Right and Collection of Dividends”;

cover important points to be reviewed by you in terms of your rights and obligations.

3. You are also encouraged to review and get yourself acquainted with the following content in the section “Appendices to the Agreement”:

- Appendix (1) - Principles of Use of the Cash in the Accounts;
- Appendix (2) - HSBC Yatırım Menkul Değerler A.Ş. Instruction for The Delivery Preference for The Account Statement;
- Appendix (3) - Agreement for Waiver of Account Statement Delivery;
- Appendix (4) - Pre-Market Trading Platform (PMTP) Risk Notification Form;
- Appendix (5) - Notification Form for Trading Rules;
- Appendix (6) - HSBC Yatırım Menkul Değerler A.Ş. Contingency Plan;
- Appendix (7) - Sub-Customer Declaration Undertaking for Foreign Banks and Intermediary Firms;
- Appendix (8) - Annotation on Customer Classification;
- Appendix (9) - Remittance Order to Investment Account;
- Appendix (10) - Remittance Order to Bank Account; and
- Appendix (11) - HSBC Yatırım Notification Form for Trading Rule Set

These appendices issued under the Capital Markets Law are an integral part of the Agreement.

III. SUBJECT-MATTER OF FINANCIAL SERVICE & INFORMATION ON INTERMEDIARY FIRM

Within the framework of the Agreement on Intermediary Services for Transmission of Orders, as executed by and between



HSBC Yatırım Menkul Değerler A.Ş. and HSBC Bank A.Ş., any intermediary services for transmission of customer orders are provided by HSBC Bank A.Ş. on behalf of HSBC Yatırım Menkul Değerler A.Ş.

We, as HSBC YATIRIM, will be providing you with information about the results of any orders transmitted by you, in accordance with the Capital Markets Law and applicable legislation.

IV. FEES AND CHARGES FOR FINANCIAL SERVICES

Any fees and charges that may be directly chargeable by HSBC YATIRIM are specified in the basic information document you have signed for the product to be traded. Furthermore, up-to-date information on fees and charges to be payable for investment product transactions is available on our website, and in the transaction rate schedules available at our branches.

V. PAYMENTS AND DEFAULT

Please note that you are under obligation to pay any charges and tax obligations payable to financial institutions, stock exchanges, clearing houses and securities depositaries, banks, tax offices, and other relevant agencies, with respect to any transactions to be effected under the Agreement. In this context, you will be obliged, within the due period of time, to perform your obligations and liabilities, including any taxes, duties and charges, and withholding tax, which have arisen, or may arise, out of any transactions covered by the Agreement, or which are required under Turkish tax legislation. We would like to inform you that, if you fail to perform such obligations nor pay such debt in a timely manner, then you will lapse into default, whereupon you will become liable to pay a default interest at a rate as specified in the Agreement, along with all applicable expense taxes, various fund deductions, including any loss, costs and additional charges. Therefore, please carefully review the Agreement's article 15 "Customer's Default" before signing the Agreement.

VI. HSBC YATIRIM'S RIGHT TO REQUEST A COLLATERAL, LIEN, CLEARING AND OFFSETTING

We would like to note that, in case of default, the cash and other capital market instruments in the accounts held at HSBC YATIRIM for you shall serve as a pledged collateral for your existing or potential liabilities and obligations, subject to the purpose of deposit thereof, to ensure the performance of your liabilities and obligations that have arisen, or may arise, out of the transactions under the Agreement.

In case of impairment of the collaterals that have been, or will be, extended for HSBC YATIRIM under the Agreement, or in cases where additional collaterals are needed, you will be required to immediately provide such collaterals.

Regarding such collaterals, HSBC YATIRIM is authorized (i) to exercise the right of clearing and retention as well as any remittance, without the need to provide any notice to you, and regarding payments you fail to make on a timely basis, (ii) to offset the amounts in your drawing accounts against the amounts you are required to pay.

VII. WITHDRAWAL PROHIBITION

Since any transactions you will perform in accordance with the Agreement shall be related to foreign currency transactions, money market instruments, transferable securities, mutual fund shares, financial asset-based futures contracts, forward interest rate agreements, interest, foreign currency and share swaps, options, and similar financial instruments based on cash settlement, which are exempted from the right of withdrawal as provided for in the applicable legislation, no-waiver clause shall apply to such transactions. Therefore, **we would like to underline that you will not be entitled to the right of withdrawal** in relation to such transactions.

VIII. TERM, AMENDMENT AND TERMINATION OF THE AGREEMENT

The Agreement shall enter into force on the "Agreement Date", and shall remain in force unless it is terminated. The Agreement may be terminated, and any or all of your accounts may be closed, with at least 1 (one)-month's written notice by



HSBC YATIRIM via a notary public or through registered letter with return receipt, provided that you have paid all your debts.

HSBC YATIRIM may immediately terminate the Agreement without notice in case (i) you lapse into default, (ii) you act in violation of any provisions of the Agreement, or in case HSBC YATIRIM suffers any loss due to your illegal acts, (iii) you fail to perform your obligations under the collaterals covered by the Agreement, or in case you fail to submit any collateral, (iv) you fail to perform your obligations under any other agreement you have with HSBC YATIRIM, or (v) any bankruptcy, liquidation, composition or similar legal actions are initiated against you, by you or third parties. With respect to the cases that may grant any option for immediate termination of the Agreement, please carefully review Article 17 "Amendment to and Termination of the Agreement" before signing the Agreement.

HSBC YATIRIM may amend any provision of the Agreement, including but not limited to the provisions on fees, commissions, and penalties, by giving you a notice at least 7 (seven) business days in advance, through a registered letter with return receipt, via SMS or a data storage medium. You may unilaterally terminate the Agreement within 7 (seven) business days following the date of receipt of such amendment.

In case of any problem you may encounter regarding the services we provide to you, you may report your complaints to us via "Contact Us" menu on www.hsbc.com.tr or through HSBC Bank A.Ş. Telephone Banking at 0850 211 0 114.

For any issues you may have with your stock exchange transactions, you may contact Borsa İstanbul A.Ş. For information regarding stock exchange disputes, please refer to <https://www.borsaistanbul.com/tr/page/147/uyusmazliklar>.

Furthermore, you may apply to the Customer Disputes Arbitration Committee of the Turkish Capital Markets Association for any issues related to your non-stock market transactions. Phone: 0212 280 85 67 website: www.tspb.org.tr

Respectfully submitted for your information.

HSBC Yatırım Menkul Değerler A.Ş.

Customer's Statement:

I hereby agree and declare that before signing/approving the Agreement, I have received this Pre-Agreement Information Form, which contains information regarding the provisions of the Agreement, along with the main body of and appendices to the Agreement; that I have saved them on permanent data storage medium; that I have reviewed and considered them; and that I would be signing/approving the Agreement, with the knowledge, understanding, and acknowledging of these terms.

Customer

Full Name : ...

Signature : ...

Date : ...

INVESTMENT SERVICES AND ACTIVITIES GENERAL RISK NOTIFICATION FORM

While transactions you conduct on the capital markets offer the possibility of earning a profit, they also carry the risk that you may incur a loss. For this reason, before making the decision to carry out any transaction in the market, it is important that you consider and understand the risks you may encounter, your own financial position and your limitations.

For this reason, it is important that you understand the issues referred to below in the “General Risk Notification Form for Investment Services and Activities” as stipulated in Article 25 of the “Communiqué No. III. 39.1 on Principles of Establishment and Activities Investment Firms”.

Notice:

Before beginning to conduct transactions, make certain that the institution with which you are planning to work has a certificate of authorization for capital market transactions. The lists of banks and capital market intermediary institutions licensed to conduct capital market transactions are available at www.spk.gov.tr or www.tspb.org.tr

Risk Notification

It is imperative that in addition to the considerations in “Framework Agreement” you will sign with the investment institution, with which you plan to conduct your transactions, you also clearly understand the matters outlined below.

1. The account you will open with the investment institution and all transactions conducted on this account will be governed by the regulations and similar administrative procedures issued by the Capital Markets Board, stock exchanges and clearing houses.
2. Capital market transactions are subject to different and varying levels of risk. As a result of fluctuations in market prices, it is possible that you may lose the entire amount deposited with the investment institution and furthermore, depending on the type of transaction(s) you conducted, that the amount of your losses may even exceed the amount you deposited.
3. Due to the leveraging effects inherent in transactions such as margin trading or short selling, conducting transactions backed by low levels of paid equity can either be to your advantage or to your disadvantage; in light of this, you should be clearly aware that the leverage effect has the potential both to earn you significant returns and to generate losses.
4. You should be aware that information and recommendations provided to you by your investment institution regarding capital market transactions may be incomplete and in need of verification.
5. You must realize that the results of technical and fundamental analyses regarding the purchase or sale of capital market instruments conducted by authorized personnel at the investment institution may vary according to the person conducting the research and that there is a serious possibility that the outcomes predicted in the analysis will not occur in reality.
6. You must be advised that, when conducting transactions denominated in foreign exchange currencies, in addition to normal market risks listed above, you also incur an exchange rate risk. You must also recognize that there may be a loss in value on a Turkish Lira basis as a result of exchange rate volatility and governments may restrict foreign capital and foreign exchange movements, new and/or additional taxes may be applied and that FX transactions may not be executed in a timely manner.
7. Before starting your transactions, you are required to obtain confirmation from your investment institution about all commissions and other transaction fees that you will be liable to pay. If the aforesaid fees have not been denominated in monetary value, you should request a written statement including clear examples denoting how such fees will be reflected to you.



This capital market transactions risk notification form has the intention of informing the customer about existing risks in general and may not cover entire risks that may arise from trading in capital market instruments and implementation. Accordingly, you should carry out meticulous research prior to engaging your savings in such types of investments.

I hereby accept and declare that I have read and understand the abovementioned information, that I have signed this "Investment Services and Activities General Risk Notification Form" of my own free will, provided that my right of claim and right of litigation are reserved for any losses I might incur due to the omission or negligence of the Intermediary Firm/Bank during the implementation of these principles, and that following this I have signed the Agreement and received a copy of the Form.

The Customer must write the statement, "I Have Read and Understood" by hand and sign underneath it.

Customer's Full Name :

Customer's Signature :

**HSBC YATIRIM MENKUL DEĞERLER A.Ş.
REGARDING THE FRAMEWORK AGREEMENT FOR
CAPITAL MARKET TRANSACTIONS**



ACCOUNT OPENING AND CUSTOMER INFORMATION FORM

CUSTOMER INFORMATION (for Real Persons)

Investment Account Number :

Full Name :

TR Identification Number :

Place of Registry :

Place of Birth :

Date of Birth :

Address :

Phone Number : Home:

Work:

Mobile:

Email Address :

Fax Number :

Parent / Guardian :

Bank Account Number :



CUSTOMER INFORMATION (for Legal Persons)

Trade Name :

Tax Office and No. : Office: Number:

Trade Registry Office and No. : Office: Number: Capital:.....

Phone Number : Work 1:

Work 2:

Fax Number :

Contact Email Address :

Head Office Address :

.....

Authorized Representative(s) :

.....

GENERAL FRAMEWORK AGREEMENT FOR CAPITAL MARKET TRANSACTIONS

1. Definitions and Abbreviations

Document and Record-Keeping Communiqué: means the Communiqué No. II-45.1 on Documentation and Record-Keeping System Regarding Investment Services and Activities and Ancillary Services

Code of Obligations: means the Code of Obligations No. 6098

Stock Exchange: refers to Borsa İstanbul A.Ş.

Board: refers to Capital Markets Board

MKK: refers to Merkezi Kayıt Kuruluşu A.Ş. (*Central Securities Depository of Turkey*)

CML: means the Capital Market Law No.6362

Takasbank: refers to İstanbul Takas ve Saklama Bankası A.Ş.

Investment Services Communiqué: means the Communiqué No. III-37.1 on Principles Regarding Investment Services, Activities and Ancillary Services

Investment Firms Communiqué: means the Communiqué No. III.39.1 on Principles of Establishment and Activities Investment Firms

2. Parties

This General Framework Agreement for Capital Market Transactions ("**Agreement**") is executed by and between:

- **HSBC Yatırım Menkul Değerler A.Ş.**, an intermediary firm, with its registered office located at "Esentepe Mahallesi Büyükdere Caddesi No:128 Esentepe, 34394 Şişli - İstanbul", registered with the Trade Registry Office of İstanbul ("**Investment Institution**"); and
- _____ ("**Customer**"), whose identification details are included in the "Account Opening and Customer Information Form"

3. Subject Matter and Scope of the Agreement

This Agreement is intended to define the general principles of the legal relationship with the Investment Institution and the opening of an account, so that the investment services and activities specified in Article 37 of the CML and the ancillary services specified in Article 38 of the CML can be provided in accordance with the regulations of the Board, Stock Exchange, Settlement and Custody Bank and MKK, other relevant laws of the Republic of Turkey and secondary regulations, and the regulations of the regulatory authorities of the relevant countries, organized stock exchanges, settlement and custody institutions for international transactions, to the extent that the authorizations of the Investment Institution, which are granted by the Board, and made public in the Public Disclosure Form at <https://www.tspb.org.tr/kamuoyu-aydinlatma-formu/>.

If the agreement is signed by the parties, the Customer agrees to the opening of an account in their name at the Investment Institution, and the Investment Institution undertakes to carry out all the necessary work and transactions for opening an account in the name of the Customer. The Investment Institution shall also fulfill its identification and clarification obligations pursuant to the provisions of the Law No. 5549 on the Prevention of Laundering Proceeds of



Crime and the relevant legislation, and the provisions of the Consumer Protection Law No. 6502, and relevant legislation, respectively.

Where any person who acts for themselves, but on behalf of someone else in transactions to be made through HSBC Bank A.Ş. in accordance with this Agreement, which require identification, fail to give prior notice of the person, on whose behalf they act, they shall be sentenced to 6 months to 1 year in prison or imposed a judicial fine of up to 5,000 days, pursuant to Article 15 of the Law No. 5549 on the Prevention of Laundering Proceeds of Crime.

4. Framework agreements on investment services and activities

Following the execution of the account opening transactions under this Agreement, the principles for the intermediary transactions between the Customer and the Investment Institution for the trading of capital market instruments in organized and/or over-the-counter markets, principles for portfolio management, investment consultancy, public offering intermediation and custody services, and principles for the provision of ancillary services, principles for the storage and investment of Customer cash/assets and their payment/disbursement to the Customer, principles for the calculation and notification of fees, expenses, commissions etc. to be charged to the Customer, and all other principles for the capital market transactions to be carried out by the Customer at/through the Investment Institution, particularly including those for the clearing and settlement of transactions, electronic trading platforms, the term and termination of these Agreements as well as the laws and other regulations that they shall be subject to, shall be separately determined via framework agreement(s) to be executed between the Customer and the Investment Institution in accordance with Article 5 of the Document Registration Communiqué depending on the investment services and activity, and ancillary services to be requested by the Customer.

Framework agreements for investment services and activities, and ancillary services to be provided by the Investment Institution based on the customer's request are available on the Investment Institution's website: <https://www.hsbc.com.tr/hsbc/bilgi-formlari-ve-sozlesmeler>.

5. Notifying the Customer of the Risks

The Investment Institution acknowledges and agrees that special risk notification forms and declarations for the investment services and activities, as stipulated in the capital market legislation shall be electronically submitted to the Customer prior to the signing of the framework agreement(s); an appropriateness test shall be carried out on the Customer by the Investment Institution at this stage pursuant to Article 33 of the Investment Institutions Communiqué, and the result of the test shall be notified to the customer in writing, and if the Customer wishes to receive portfolio management or investment consultancy services, a suitability test shall be applied to them in accordance with Article 40 of the Investment Services Communiqué.



This Agreement has been signed by the parties in 1 (one) original copy in accordance with Article 5 of the Document and Record-Keeping Communiqué, and the Customer has received a copy of the signed Agreement. .../.../20..

CUSTOMER

Name/Title:

Signature:

Date: __ / __ / 20__

HSBC BANK A.Ş.

Name/Title:

Signature:

Date: __ / __ / 20__

HSBC YATIRIM MENKUL DEĞERLER A.Ş.

Name/Title:

Signature:

Date: __ / __ / 20__

**FRAMEWORK AGREEMENT
FOR CAPITAL MARKET TRANSACTIONS**

PARTIES TO THE AGREEMENT

This Framework Agreement for Capital Market Transactions (hereinafter referred to as the “**Agreement**”) is executed by and between:

1. **HSBC Yatırım Menkul Değerler A.Ş.**

(hereinafter referred to as “**HSBC YATIRIM**”), and

2. _____

(hereinafter referred to as the “**CUSTOMER**”).

HSBC YATIRIM and the CUSTOMER shall be hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

ABOUT THE AGREEMENT

1. The Agreement is intended to set out the principles and procedures pertaining to the capital markets services and investment products to be offered to CUSTOMER by HSBC YATIRIM, as well as the rights and obligations of the Parties, in compliance with the Capital Markets Law No. 6362, and the Communiqué No. III-37.1 on Principles Regarding Investment Services, Activities and Ancillary Services, the Communiqué No. III.39.1 on Principles of Establishment and Activities Investment Firms, the Communiqué No. III.45-1 on Documentation and Record-Keeping System Regarding Investment Services and Activities and Ancillary Services, as issued by the Capital Markets Board, as well as other applicable regulations.
2. The CUSTOMER agrees and declares that they have signed and received a copy of the General Framework Agreement for Capital Market Transactions before signing this Agreement.
3. The CUSTOMER agrees and declares that before signing this Agreement, s/he obtained, reviewed and assessed the Pre-Agreement Information Form, which contains information on the sections of the Agreement, in favor of HSBC YATIRIM, as well as the main body of the Agreement, and that s/he signed this Agreement knowing, understanding and acknowledging such provisions.
4. The Agreement consists of three sections: “General Terms”, “Special Terms” and “Appendices to the Agreement”. The first section “General Terms” includes the valid and applicable provisions pertaining to the entire capital markets services to be performed within the scope of the Agreement between HSBC YATIRIM and the CUSTOMER. The second section “Special Terms” contains the valid and applicable provisions based on the type of capital markets services and/or investment products that the CUSTOMER would receive from HSBC YATIRIM, and while the provisions in the section “Special Provisions”, which are related to services that are not currently provided to the CUSTOMER, shall not be applicable. In the presence of a discrepancy between the General Provisions and Special Provisions, the special provisions shall be valid and take priority over the general provisions. In regards to the considerations that have not been clearly arranged under Special Provisions, the related articles of the General Provisions shall be applicable. The final section “Appendices to the Agreement” is related to the forms, notifications and declarations to which a referral is made in the agreement, as well as the Agreement for Waiver of Notice and such annexes constitute a primary and integral part of the contract.
5. The Agreement covers the entire agreement and mutual understanding between the Parties regarding the subject matter



- and supersedes any other previously made oral or written confirmations, understandings and agreements between the parties in regards to the transactions contemplated herein.
6. The CUSTOMER hereby declares to have received a copy of and read as well as understood the General Risk Notification Form for INVESTMENT Services and Activities that has been provided under the Annexes of this Agreement during the execution of the same.
 7. The Agreement has been duly signed and executed by the Parties in 1 (one) original copy. The CUSTOMER has received a copy of the Agreement.
 8. This Agreement shall enter into force on the date of its execution.
 9. In case of any problem you may encounter regarding the services we provide to you, you may report your complaints to us via "Contact Us" menu on www.hsbc.com.tr or through HSBC Bank A.Ş. Telephone Banking at 0850 211 0 114.

For any issues you may have with your stock exchange transactions, you may contact Borsa İstanbul A.Ş. Information on stock market disputes is available at:

<https://www.borsaistanbul.com/tr/page/147/uyusmazliklar>.

Furthermore, you may apply to the Customer Disputes Arbitration Committee of the Turkish Capital Markets Association for any issues related to your non-stock market transactions. Phone: 0212 280 85 67 web: www.tspb.org.tr

BASIC PROVISIONS ARTICLE 1-

DEFINITIONS AND ABBREVIATIONS

Unless otherwise expressly stated, the following terms shall bear the meanings provided next to them in this Agreement.

- Documentation and Record-Keeping Communiqué** : Means the Communiqué No. II-45.1 on Documentation and Record-Keeping System Regarding Investment Services and Activities and Ancillary Services, as issued by the Capital Markets Board.
- Stock Exchange** : Means the systems and markets that are established in the form of a share company and operated and/or managed by itself or the market operator regularly according to Capital Markets Law No. 6362 in authorization to ensure that the capital market instruments, foreign exchange, precious metals and precious stones, as well as other agreements, instruments and securities that are deemed appropriate by the Board are easily and securely traded subject to the terms of free competition, and the prices established are determined and announced, and bids and offers are matched or the matching of bids and offers is facilitated so as to conclude trading instructions.
- BIST** : refers to Istanbul Stock Exchange.
- Channels of Electronic Communication** : Mean fax, ATM, computer, mobile device, internet access tools that can be used to relay any orders that the CUSTOMER would issue to HSBC YATIRIM within the scope of this Agreement and any and all types of electronic communication channels utilized to relay CUSTOMER orders that do not include his/her original signature to HSBC YATIRIM.
- Order Orders** *or* : Means the purchase or redemption orders received from the CUSTOMER to trade in the capital market instruments within the scope of this Agreement.

- Financial Assets** : Mean the Capital Market Instruments, money market instruments and transactions, cash, foreign exchange, deposits, participation account and other assets and transactions that are deemed suitable by the Capital Markets Board.
- Account** : Means the account opened at HSBC YATIRIM in the name of the CUSTOMER within the scope of this Agreement and all the cash, securities and custody accounts that have been or will be opened in connection with such account of the CUSTOMER.
- HSBC PORTFÖY** : Means HSBC Portföy Yönetimi A.Ş.
- HSBC BANK** : Means HSBC BANK A.Ş.
- Branch** : Refers to HSBC BANK A.Ş. branches which act as an Intermediary for the Transmission of Orders;
- Issuance** : Means the sale of the Capital Market Instruments introduced to the market by the issuers, through a public offering or otherwise;
- Transaction or Transactions** : Means each purchase or sale transaction realized in the organized markets or Over-the-Counter Markets within the scope of this agreement.
- Transaction Date** : Means the date on which a transaction is realized.
- Law** : Means Capital Markets Law No. 6362.
- Board or CMB** : Means the Capital Markets Board of the Republic of Turkey;
- MKK** : Means Merkezi Kayıt Kuruluşu A.Ş., as defined in Article 81 of the Capital Markets Law, executing issuance of capital market instruments on books, registering capital market instruments in accounts opened for individual beneficiary, tracking the rights concerning these, as an entity the records of which have legal consequences.
- Custodian Entity** : Means MKK, Takasbank or other authorized clearing and custodian entities that keep the Capital markets Instruments belonging to the CUSTOMER in custody in the accounts opened in the name of the CUSTOMER in record or physical form, maintain the relevant records and perform the operational processes.
- Capital Markets Instruments** : Mean entire capital market instruments stipulated to be within this scope by the Capital Markets Board including Mutual Funds, Fixed Income Securities, Eurobonds, Over-the-Counter Derivative Products (other Over-the-Counter Derivative Products HSBC BANK may provide to its customers from time to time including Alternative Foreign Exchange-DCD, Option Transactions, Forward Exchange-Forward transactions), private sector debt instruments, asset backed securities, asset guaranteed securities, lease certificates, gold and other precious metals, and certificates of shares at the standard set by the Ministry of Treasury and Finance of the Republic of Turkey and capital market instruments that are also seen as appropriate by the CMB.

- Capital Markets Legislation** : Capital Markets Law No. 6362; cabinet decrees, regulations, communiqués, resolutions, and other similar legislative regulations issued and put into effect based on this Law; cabinet decrees, regulations, communiqués, resolutions and other similar legislative regulations, which had been put into effect during the abrogated Capital Markets Law No. 2499 period amended by laws numbered 3794 and 4487 and which continue to be in effect pursuant to Capital Markets Law No. 6362 and the relevant legislative provisions, as well as laws, communiqués, regulations, decrees and other similar legislative provisions issued by other relevant regulatory authorities with respect to the activities and services contained herein.
- Withholding Tax** : Means the taxation method that is implemented by depositing the portion of the payment amount determined based on the rates stipulated by the law, which is to be held by those making the payment, to the tax office as prepaid tax in the name of the party, who has acquired the revenue, at the stage of payment to the concerned party of a revenue regarding a profit that is subject to income or corporate tax.
- Oral Order** : Means the orders relayed by the CUSTOMER to HSBC YATIRIM through Electronic Communication Channels or telephone.
- Takasbank** : Means Istanbul Takas ve Saklama Bankası A.Ş.
- Organized Market** : Means Exchanges and alternative trading systems outside the exchanges that match the buy and the sell sides of capital markets instruments, and act as brokers in their trading, and establish systems and platforms and operate such as well as multi-party trading platforms and other organized markets.
- Over-the-Counter** : Means the market places other than the Organized Markets, where the capital market instruments change hands between the sellers and buyers.
- Investor Restitution Center (IRC)** : Refers to the public legal entity which is defined in the Capital Markets Law, and established in order to fulfill the compensation decision taken by the Board within the framework of this Law, if the investment institutions fail to fulfill their obligations for making cash payments or delivering capital market instruments arising from investment services and activities.
- Investment Services Communiqué** : Means the Communiqué No. III-37.1 on Principles Regarding Investment Services, Activities and Ancillary Services, as issued by the Capital Markets Board.
- Investment Institutions Communiqué** : Means Communiqué No. III.39-1 on the Establishment and Operating Principles of Investment Institutions that was issued by the Capital Markets Board.



- Tax Obligations** : Mean any and all taxes, charges, fees and expenses that are imposed and accrued or may be imposed and accrued at any time to the CUSTOMER according to Turkish legislation with regards to the transactions executed and services received by the CUSTOMER within the scope of this Agreement.
- HSBC Electronic Trading Platform** : Refers to the electronic trading platform of HSBC YATIRIM, which allows the CUSTOMER to access his/her Account via Internet or mobile banking, to make transactions through his/her Account, and to submit Orders.

ARTICLE 2 - SCOPE

2.1 These General Provisions include the common provisions and regulations for the capital market services to be provided to the CUSTOMER by HSBC YATIRIM in accordance with the Capital Markets Legislation.

2.2 General Investment Advice: HSBC YATIRIM does not provide General Investment Advice for products that are not commensurate with the risk profile of the CUSTOMER. Provided that it is in conformance with the risk profile of the CUSTOMER, General Investment Advice may be given only for the capital market instruments investment products offered by HSBC YATIRIM, and for mutual funds of HSBC PORTFÖY, which are traded or not traded on the Turkish Electronic Fund Trading Platform (TEFAS Platform). HSBC YATIRIM does not provide General Investment Advice for the mutual funds of institutions other than HSBC PORTFÖY that are traded over the TEFAS Platform. The service provided by HSBC YATIRIM for the funds of other institutions is limited to the transmitting of the orders submitted by customers to the platform for trading and as such the results of the Risk Tolerance Questionnaire and Suitability Test are not used in compliance assessment of other institutions' funds.

2.3 Investment Consultancy, Portfolio Management and Tax Consultancy Services: HSBC YATIRIM provides these services to customers who request Investment Consultancy and Portfolio Management services in accordance with the results of the "Appropriateness Test" signed by the customer. HSBC YATIRIM has no responsibility for providing any advice on legal or tax related issues or in other areas of specialization. There could be legal and taxation risks pertaining to the investment transactions and it is recommended that the customer seeks the opinion of a tax specialist to be able to evaluate these risks properly.

2.4 Prohibition on the Sale of Investment Products to US and Canadian Residents and Terms for Cross-Border Transactions: As per international laws and rules of the HSBC Group, investment products cannot be sold to persons classified to be residents of the USA (residents of the United States of America and all its states, Columbia Region, American Samoa, Puerto Rico, Guam, Northern Mariana Islands and American Virgin Islands) and the residents of Canada by HSBC YATIRIM. Customers are under obligation to inform HSBC BANK and HSBC YATIRIM and provide the documents that could be requested by the "Branch" upon becoming "resident in the USA or Canada".

If this Agreement is signed digitally, it is obligatory for the CUSTOMER to be based in Turkey. If the CUSTOMER is outside of Turkey and offering and/or providing the services and products that are offered under this Agreement in the country or region of their residence is prohibited in accordance with the legislation of such country or region, the opened investment account shall be promptly closed without the CUSTOMER's order and without giving prior notice to the CUSTOMER. In this case, the obligations in 17.3 shall not be applied by HSBC BANK and HSBC YATIRIM.

2.5 Basic Information Document and Preliminary Information Form: Orders are taken from the CUSTOMER on the basis of products. Prior to any investment made by the CUSTOMER in any investment product/products, the risks such products have are conveyed to the CUSTOMER with the Basic Information



Document and Preliminary Information Form. The investment information, comments and recommendations found in the Basic Information Document and Preliminary Information Form do not fall within the scope of investment advisory services. The comments and recommendations provided in the Basic Information Document and Preliminary Information Form are of a general nature. These recommendations may not be suitable to the risk and yield preferences and financial standing of the CUSTOMER. As such, investment decisions taken by the CUSTOMER solely based on information provided in the Basic Information Document and Preliminary Information Form may not produce results that are in line with his/her expectations.

2.6 Investor Restitution Center Assurance Amount: As per the regulations made by the Capital Markets Board; the Certificates of Share, Mutual Funds, Government Bonds, Treasury Bills, Eurobonds, and Over-the-Counter and Organized Derivatives are under the protection of the Investor Restitution Center, up to an amount announced every year to be applicable to each investor. Each year, this figure is increased at the rate of the announced revaluation coefficient. The persons and entities that are excluded from the scope of the coverage cannot take advantage of the assurance provided.

ARTICLE 3- RECOGNITION OF THE CUSTOMER

- 3.1. The CUSTOMER and HSBC YATIRIM hereby accept that the Account Opening and Customer Information Form, which is included in the Annexes, is a complementary part of this Agreement.
- 3.2. The CUSTOMER hereby accepts to inform HSBC YATIRIM in writing of any changes in the information provided to HSBC YATIRIM via the Account Opening and Customer Information Form. Until such a notification is made, the information provided in the Account Opening and Customer Information Form shall be taken as the basis in all the transactions handled by HSBC YATIRIM.
- 3.3. In line with the provisions of Anti-Money Laundering Law No. 5549 and the related legislation, HSBC YATIRIM checks the identification of the CUSTOMER prior to opening an account. The identification check is performed separately for each account holder in opening joint accounts.
- 3.4. If the CUSTOMER is a legal entity, it is obliged to submit HSBC YATIRIM a copy of its articles of association, the up-to-date notary certified signature circular, and copies of the identity documents of real persons who shall represent it for signing the Agreement.
- 3.5. It will be obligatory to renew the Agreement with the CUSTOMER in case the identity of the CUSTOMER changes due to a transfer, merger, inheritance, inclusion of new right owners to or removal of some existing ones from the joint account.
- 3.6. In the event that the CUSTOMER is a foreign bank or intermediary institution, it is obligatory to sign the undertaking in Annex:7 for providing the identity information of the customer, on behalf of whom transactions are made, before opening an account.
- 3.7. If a joint account for multiple account holders is opened, each account holder, as the joint creditor, shall be fully authorized to dispose of the Account as desired, withdraw the funds in the Account partially or wholly, deposit funds, issue orders for remittance between Accounts, securities purchases, sales and custody services, close the Account, provide the required sum or the security for the realization of a transaction, take delivery of the securities and/or any document certifying such securities available in the Account, issue orders for transfer and delivery to a person or entity/entities of his/her choice the funds and/or securities available in the Account in the amount desired and to delegate all the authority in his/her possession to a third party by means of a notary drafted power of attorney. HSBC YATIRIM shall be deemed to have been discharged of liability before all joint account holders in the amount of the payment and/or delivery (including delivery of securities) made to any one of the holders of the joint account or to the duly authorized delegate of such account holder.
- 3.8. All accounts to be opened at HSBC YATIRIM by the CUSTOMER after this Framework Agreement and the compatibility/appropriateness test shall be sub-accounts and all accounts shall be subject to the terms and conditions of this Agreement.



- 3.9** A separate customer number shall be assigned for each CUSTOMER, with whom an agreement is signed. Multiple sub-accounts may be opened under the customer number assigned to the CUSTOMER within the framework of the signed Agreement. The customer and account number assigned to a given CUSTOMER shall not be assigned to another CUSTOMER unless 10 years have passed from the date of expiration of the agreement.
- 3.10** Prior to accepting orders from any CUSTOMER, with whom an agreement is made or submitting orders that are given on behalf of such CUSTOMER, a customer custody sub-account shall be opened or procured at an authorized clearing and custodian entity and/or MKK, and a registration number shall be procured and matched with the customer number. In case an existing registration number is available, it is associated with the customer number.

ARTICLE 4- REPRESENTATION OF THE CUSTOMER

- 4.1.** Other than the customer, only the persons who are authorized by the CUSTOMER via a notary drafted power of attorney may execute transactions through the CUSTOMER account. Under the circumstances, the identification of the delegate is also determined as per the principles indicated under Article 3.
- 4.2.** If the CUSTOMER appoints a representative or representatives to represent him/her, then HSBC YATIRIM shall be provided with the assigned representative's identity information and signature specimens, as well as a notary approved power of attorney providing information on the restrictions on the representative's authority, if any.
- 4.3.** If the CUSTOMER is a legal entity, only those who are authorized to act on behalf of the CUSTOMER in accordance with the CUSTOMER's valid signature circular, and those whose authority to act on behalf of the CUSTOMER, names, identities and signature specimens are notified to HSBC YATIRIM by the CUSTOMER, shall be entitled to act on behalf of the CUSTOMER for signing this Agreement, the Orders and receipts under this Agreement, and the amendments relating thereto, for payments and collections, and for all other transactions in relation to this Agreement. Changes in customer representatives shall not be valid and binding until they are duly reported in writing, and legally supporting documents are submitted.
- 4.4.** HSBC YATIRIM shall diligently check and examine the details pertaining to the identification of the CUSTOMER, his/her delegates or representatives along with the signature specimens provided, and except in situations where the fault is directly attributable to HSBC YATIRIM, HSBC YATIRIM shall under no condition be responsible for any consequences arising due to the similarity of signatures that appear to be almost the same at first glance. Unless a specific restriction or limitation is imposed on the authorizations within the scope of the general power of attorney granted to the representative by the CUSTOMER, the representatives shall be assumed to be authorized to represent the CUSTOMER in any and all transactions between the CUSTOMER and HSBC YATIRIM. Provided that it is not directly attributable to any fault on the part of HSBC YATIRIM, it shall not be responsible for any forgery, errors, or tampering in the power of attorney or any other authorization documents submitted to it.
- 4.5.** Without any prejudice to the portfolio management activities, as per sub-paragraph (i) of Article 56 of the Investment Institutions Communiqué the employees of HSBC YATIRIM, including the managers and executives and the entities from which HSBC YATIRIM outsources services, cannot under this Agreement perform transactions in the name of the CUSTOMER on the basis of a verbal authorization or a general power of attorney issued by the CUSTOMER including authorizations of comprehensive nature such as submission of Orders, signing of receipts and other documents, depositing and withdrawing cash and capital market instruments to/from the account, executing electronic fund transfers and remittances to other accounts.
- 4.6** The CUSTOMER agrees that, should s/he appoint any nominee, the applicable power of attorney shall grant the nominee the right to exercise all rights to arise out of this Agreement exactly as s/he would be able to, that all legal consequences of the transactions executed or to be executed by the nominee shall be binding for the Customer, that the transactions executed by the nominee shall be binding, and that such appointment shall expire in the event of the CUSTOMER's death, unless the CUSTOMER had notified HSBC YATIRIM in writing that the nominee appointment had been terminated. Furthermore, the CUSTOMER is obliged to inform HSBC YATIRIM promptly of any changes in the persons representing him/her and/or their representation authorizations. Otherwise, any and all responsibility arising from the transactions executed by unauthorized persons shall be borne by the CUSTOMER.

ARTICLE 5- CLASSIFICATION OF THE CUSTOMER

- 5.1. On the basis of information obtained from the CUSTOMER, and as per the related regulations of the Board, HSBC YATIRIM is required to classify its CUSTOMER as “General”, “Professional” and “Demand Based Professional”, and to conduct the services and activities stipulated within the scope of the Agreement in compliance with this classification. As per the Investment Institutions Communiqué, the principles pertaining to the classification of customers, the provisions of the related legislation and principles on the rights of the CUSTOMER to change his/her classification are provided in the “Annotation on Customer Classification” supplied in attachment to the Agreement (Annex:8) and the CUSTOMER has been provided information on the subject prior to signing the Agreement.
- 5.2. The CUSTOMER hereby accepts and declares to be obliged to inform in writing HSBC YATIRIM promptly of any situation that would arise to affect the classification of the Customer and to be directly responsible for ensuring the accuracy of the information provided as well as its updating, when necessary.
- 5.3. The CUSTOMER is obliged to inform HSBC YATIRIM of any circumstance that could affect the classification s/he is subject to, and on the other hand, HSBC YATIRIM, upon learning of the circumstances affecting the classification of the CUSTOMER, is obliged to carry out the necessary action to perform the obligations prescribed in the legislation. Within the framework of the designated principles, the CUSTOMER shall be responsible for the accuracy and updating (when necessary) of the information provided.

Risk Tolerance Questionnaire and Suitability Test: Within the framework of the capital markets legislation, HSBC YATIRIM is under obligation to sell capital market instruments that are commensurate with the risk preferences and yield expectations of our customers. That being the case, in line with the legislation, it is necessary that our customers are classified as “General”, “Professional” and “Demand Based Professional” on the basis of the criteria they meet and the information and documents they provide and as such, it is necessary that they are offered services on the basis of their specific classification. Customers who are classified as “General” must complete a Risk Tolerance Questionnaire and Suitability Test prior to offering any products in order to ensure that capital market instruments commensurate with their risk preferences and yield expectations may be offered. HSBC YATIRIM sets up risk profiles for the customers it provides investment services with, by asking them certain questions necessary in order to determine their risk and yield preferences. There may be some discrepancies between the Customer Risk Profile derived and the transaction volume and frequency that the CUSTOMER states that s/he deals in. The Customer Risk Profile is taken into consideration in compliance assessment of the transactions in investment products handled through our Bank (excluding the mutual funds of other entities). The information included and the results obtained in the Risk Tolerance Questionnaire and Suitability Test are used when the Customer trades in Capital Markets Instruments and forms that filled out by HSBC BANK A.Ş. Branches shall also be considered to be valid. Risk Tolerance Questionnaire and Suitability Test may be performed at the branch/the Company as well as through Internet Banking or Mobile Banking. Unless there is a clear instruction of the CUSTOMER to the contrary, investment products that are not suitable to that risk group are not introduced to the CUSTOMER. In case a Risk Tolerance Questionnaire and Suitability Test is conducted on someone in representation or by proxy to the CUSTOMER, then the questions are posed to the representative/proxy and the responses received are assumed to be given on behalf of the CUSTOMER so that the results of the Risk Tolerance Questionnaire and Suitability Test are attributed to the Customer. Joint accounts shall also complete the Risk Tolerance Questionnaire and Suitability Test. Upon the CUSTOMER being classified as a professional customer by meeting the demand based professional CUSTOMER criteria, the results of the Risk Tolerance Questionnaire and Suitability Test previously applied to the CUSTOMER become invalid. According to the Investment Institutions Communiqué, Investment Institutions are not required to conduct a Risk Tolerance Questionnaire and Suitability Test for mutual fund participation shares and government bonds and bills that are issued by the Ministry of Treasury and Finance and traded in stock exchanges and other organized market places. However, as per the internal policies of HSBC, it is necessary to complete the Risk Tolerance Questionnaire and Suitability Test in all transactions involving sale of investment products to the CUSTOMER via HSBC. As per the internal policies of HSBC, the results of the Risk Tolerance Questionnaire and Suitability Test shall be valid for a period of 2 years, and it is not possible for the CUSTOMER to buy new investment products if s/he fails to retake the Risk Tolerance Questionnaire and Suitability Test at the end of the 2-year period.

ARTICLE 6- PRINCIPLES AND PROCEDURES PERTAINING TO THE ACTIVITIES OF HSBC YATIRIM

HSBC YATIRIM is obliged to act in compliance with the following principles and procedures in regards to the services it will be providing to the CUSTOMER within the framework of this Agreement:

- (a) Must accept and realize CUSTOMER Orders within the framework of its order realization policy, principles indicated herein, its obligation to execute the customer order in the best possible manner and by extending the care and loyalty owed to the Customer, and
- (b) Orders that require Trading on the Exchange shall also be received and executed in accordance with the principles set forth in the relevant legislation.
- (c) Even if the transactions are carried out by being transmitted to an institution that is authorized for portfolio brokerage, the accounts and Transactions of the CUSTOMER shall be continued to be monitored by HSBC YATIRIM on a customer basis.
- (d) If the transactions are carried out by being transmitted to an institution that is authorized for portfolio brokerage, it is mandatory for the Orders to be executed prior to Orders with the same price which are placed on the HSBC YATIRIM account or to the account of persons related to HSBC YATIRIM.
- (e) HSBC YATIRIM is obliged to protect the confidentiality of CUSTOMER Orders. The Order information of the CUSTOMER cannot be transferred to a third party, in a manner to be against the interests of the CUSTOMER and for the benefit of the third party, or used without prior knowledge of the CUSTOMER.
- (f) The prices, at which the transactions are to be realized, must be determined objectively in conformity with the general market conditions and their fair values.
- (g) HSBC YATIRIM shall act equitably and fairly by observing the interests of the CUSTOMER and the integrity of the market in the services provided to the CUSTOMER. To serve this purpose, HSBC YATIRIM, in its relations with the CUSTOMER, shall establish an organizational structure that would prevent any conflicts of interest that could arise between it, its partners, employees, executives and persons that are directly or indirectly related with these and the CUSTOMER or the CUSTOMER and another customer of the Bank and shall take the necessary administrative measures.
- (h) In conducting its operations, HSBC YATIRIM shall be obliged to act as a prudent merchant, show the professional care and diligence required by the job and take the necessary measures within this scope.
- (i) In its relations with the CUSTOMER, HSBC YATIRIM shall be obliged to provide sufficient information and transparency regarding the record keeping system, other regulations oriented to protect the investors and all other subjects that interest the CUSTOMER.

ARTICLE 7- RESPONSIBILITY IN THIRD PARTY TRANSACTIONS

HSBC YATIRIM is obliged to show extreme care and tact in the services provided to the CUSTOMER. However, the responsibility of HSBC YATIRIM in regards to services provided within the scope of this Agreement shall be limited to the circumstances where the fault is attributable to itself. Except in cases where the fault is attributable to HSBC YATIRIM, HSBC YATIRIM shall not be responsible for the negligence of third parties and the entities from whom the services are outsourced.

ARTICLE 8- TRANSMISSION OF ORDERS

8.1 Customer orders for the trading of investment products or others with regards to investment services may be given in writing, by facsimile or telephone or in the electronic environment using channels outside the branches. All of the orders that are conveyed by any communication instrument besides orders that are given in writing are of an oral order nature within the framework of general provisions. The provisions of the relevant Communiqué issued by the Capital Markets Board are effective in the subject of documents HSBC YATIRIM shall prepare in its intermediary activities, and principles it shall abide by in accounting transactions, and taking of Orders with regards to such services, as well as their recording and implementation.

8.2 The CUSTOMER is obliged to keep the password and account number to be used in sending Orders via Electronic



Communication Channels confidential. Any Order to be sent by third parties via Electronic Communication Channels by using the account number and password of the CUSTOMER shall be deemed to have been sent by the CUSTOMER and the CUSTOMER shall be responsible for any consequences of such Orders. If any third party is determined to have had unauthorized access to the subject matter information, HSBC YATIRIM shall be promptly informed of the circumstances. Under the circumstances, HSBC YATIRIM shall, as soon as possible, take the measures necessary to prevent any unauthorized Orders being given.

- 8.3.** The Customer can choose to exercise his/her right to trade via electronic communication channels only either in person or through his/her representatives appointed as per article 3 of this Contract. The CUSTOMER hereby accepts and acknowledges not to execute any third party trade via Electronic Communication Channels, and not to collect any fees, regardless of their nature, due to such transactions, and if the Customer chooses to do so, HSBC YATIRIM shall under no condition be responsible, except when the fault is attributable to itself, before the public authorities and in regards to the disputes that could arise between the CUSTOMER and third parties.
- 8.4.** The CUSTOMER is required to have a computer, modem and telephone line or other technical tools with similar features which will provide Internet access, to have the software and hardware that will allow him/her to use the HSBC YATIRIM Electronic Trading Platform and to have the technical knowledge that would allow him/her to use such software and hardware, to be able to trade via Electronic Communication Channels. If the CUSTOMER receives a password for Electronic Communication Channels or installs or uses the relevant programs, s/he is considered to have such technical conditions and information. If the technical conditions cannot be provided or are incomplete or inadequate or the necessary technical knowledge is not available, then the CUSTOMER shall be fully responsible for the inability to use Electronic Communication Channels.
- 8.5.** HSBC YATIRIM has the right to partially or completely reject an Order. If an Order is rejected, HSBC YATIRIM communicates this to the CUSTOMER or his/her representatives immediately upon receiving the Order. HSBC YATIRIM may not be held liable for losses or damages arising due to force majeure events and/or natural disasters that are outside the reasonable control of the Bank. The Customer hereby also accepts and declares that HSBC YATIRIM shall not be held responsible for any losses or damages that the Customer may be exposed to, provided that there is no negligence that may be attributed to HSBC YATIRIM, due to Orders not being received that are sent by facsimile, e-mail, or any other electronic means, or for non-execution and/or delayed execution of such Orders due to the necessity to clarify an order that is not clear. Even in circumstances whereby HSBC YATIRIM can be held responsible due to wrongful intent or gross negligence, the subject matter responsibility shall be limited to the actual material losses incurred. HSBC YATIRIM shall under no condition be responsible for any indirect losses, loss of profit and non-pecuniary damages that the CUSTOMER could be exposed to.

Unless the fault is attributable to HSBC YATIRIM, HSBC YATIRIM shall not be responsible for a CUSTOMER failing to transmit Orders via Electronic Communication Channels, or for the failure to realize the sent Orders or their incomplete or incorrect realization.

- 8.6.** Where the CUSTOMER is not able to send his/her Orders in writing or via Electronic Communication Channels due to reasons caused by HSBC YATIRIM, s/he can send them via telephone. If the CUSTOMER has a request in relation to these orders, an order receipt number is provided to the CUSTOMER. All Orders that are transmitted by phone are considered oral orders in accordance with the Capital Markets Legislation. HSBC YATIRIM has the right to request a written confirmation for Oral Orders, including other Orders before implementing them. In case of any dispute, these records containing the approval of the CUSTOMER shall be accepted as proof of the related transactions.
- 8.7.** HSBC YATIRIM is obliged to maintain any records and documentation pertaining to the Orders for a period prescribed in the provisions of the related legislation.

ARTICLE 9- EXECUTION OF THE TRANSACTIONS and PRINCIPLES OF DELIVERY FOR THE CAPITAL MARKETS INSTRUMENT

- 9.1** In Buy Orders for Capital Market Instruments, the CUSTOMER is obliged to keep the total amount to be paid for this



purchase, including the brokerage fee of HSBC YATIRIM, or the portion deemed appropriate by HSBC YATIRIM at his/her account. The CUSTOMER agrees and declares that HSBC YATIRIM has the authority to dispose of the account or accounts that are included in the Account Opening and Customer Information Form to fulfill its obligations arising from the buy orders, and cover the fees, commissions and other expenses associated with the buy orders, and the authority to collect the amount that is required to perform the transaction for the Order from such account or accounts, without the need to obtain additional instructions from the CUSTOMER for each payment transaction.

- 9.2** In Sell Orders for Capital Market Instruments, the CUSTOMER must have the Capital Market Instrument that is subject to sale, available in his/her account at the time that s/he submits the order, or as deemed necessary by HSBC YATIRIM, on the settlement date, at the latest. The CUSTOMER agrees and declares that HSBC YATIRIM has the authority to dispose of the account or accounts that are included in the Account Opening and Customer Information Form to fulfill its obligations arising from the sell orders, cover the fees, commissions and other expenses associated with the sell orders, and to dispose of the Capital Markets Instrument that is subject to sale, and the authority to collect the amount that is required to perform the transaction for the Order from such account or accounts, and submit a remittance order for the Capital Markets Instrument that is the subject of the Order, without the need to obtain additional instructions from the CUSTOMER for each sale transaction.
- 9.3** The CUSTOMER agrees in advance that s/he shall be able to transfer or remit his/her securities and/or cash in his/her Investment Account to another intermediary institution or bank other than HSBC BANK or to his/her account or the account of a third party through his/her written instructions; similar transactions which can be performed based on verbal instructions shall be subject to the internal regulations of HSBC YATIRIM; and any losses that may arise in this respect shall be borne by him/her.

ARTICLE 10- CONFIRMATION AND REPORTING OF TRANSACTIONS

- 10.1.** Transactions that are executed on the CUSTOMER's accounts can be displayed by the CUSTOMER on any digital channel of HSBC BANK (Internet Banking, Mobile Banking, Telephone Banking, etc.) system as soon as the transaction is completed.
- 10.2.** The CUSTOMER is entitled to obtain information regarding the Account balances and/or the transactions performed through the Accounts at all times.
- 10.3** HSBC YATIRIM uploads all the forms, which are required as per the Capital Markets Legislation, pertaining to the transactions realized as per the Documentation and Record-Keeping Communiqué, to the CUSTOMER's HSBC BANK Internet Banking and Mobile Banking account following the end of the transaction day at the latest. The CUSTOMER can have access to HSBC BANK Internet Banking service or Mobile Banking application by using the User Code, Password and single-use PIN that are specifically assigned to him/her. In addition, HSBC YATIRIM shall send the e-mail confirming that all the forms, which are required as per the capital markets legislation, pertaining to the transactions realized as per the Documentation and Record-Keeping Communiqué, are uploaded on Internet Banking and the Mobile Banking application, to customers with a valid email address in the system following the end of the day on which the transaction took place, unless the CUSTOMER instructs otherwise in writing by using the HSBC Yatırım Menkul Değerler A.Ş. Instruction for The Delivery Preference for The Account Statement which is attached (Annex:2) to the Agreement. HSBC YATIRIM shall send all the information in relation to the transactions that took place on a given day to customers with valid mobile phone numbers in the system via SMS.
- 10.4.** HSBC YATIRIM shall send the e-mail confirming that the account statement, which is required as per the capital markets legislation, is uploaded on Internet Banking or the Mobile Banking application, to the email address that the CUSTOMER provided in the Account Opening and Information Form within 5 (five) days following the last day of each calendar month, unless the CUSTOMER instructs otherwise in writing by using the HSBC Yatırım Menkul Değerler A.Ş. Instruction for The Delivery Preference for The Account Statement which is attached to the Agreement. It is not mandatory to send the account statements for months in which no transactions are performed



by the CUSTOMER. On the other hand, a report and/or a statement might not be sent to customers who exclusively signed an agreement eliminating the need to send an account statement and report, as per the annex of this Agreement, which is the Agreement for Waiver of Account Statement Delivery, which is prepared for professional customers. Where the CUSTOMER requests that the account statements be sent by registered mail, the mail costs shall be covered by the CUSTOMER.

ARTICLE 11- USE OF THE CASH IN THE CUSTOMER ACCOUNTS

- 11.1.** HSBC YATIRIM can, either collectively or individually, use the cash balances remaining in accounts that have not been subject to an Order during the day and have reported a credit balance at the end of the day, provided that such balances exceed the lower limit set by HSBC YATIRIM stated in Annex 1, in a manner compliant with the Capital Markets Legislation and in line with the activities it is authorized for and in keeping with the policies of the institution, to be followed up in the accounting systems on the basis of accounts, unless instructed otherwise by the CUSTOMER in the Form for the Principles of the Use of Cash in the Accounts (Annex:1). If the cash belonging to the CUSTOMER is used on a collective basis, then it would be essential to distribute the proceeds proportionally to the CUSTOMER's account.
- 11.2.** Even if the CUSTOMER does not request the use of the cash credit balance in his/her account, such balance can be invested for returns by HSBC YATIRIM upon the CUSTOMER's request, where the balance is below the lower limit set by HSBC YATIRIM, provided that the returns are paid to the CUSTOMER within 1 business day at the latest, the principal amount of the balance does not incur any loss, and the returns that are gained as a result of such investment shall belong to HSBC YATIRIM.

ARTICLE 12- TAX OBLIGATIONS OF THE CUSTOMER

- 12.1.** The CUSTOMER hereby accepts that taxes, dues and fees at varying rates could be collected, as per the Turkish Tax Legislation, on Transactions performed within the scope of this Agreement or any income that the CUSTOMER derives from such Transactions, or that HSBC YATIRIM could be obliged to make deductions from such proceeds according to the Turkish Tax Legislation. It is the responsibility of the CUSTOMER to seek the advice and opinions of persons considered to be competent and qualified in the subject of taxes. HSBC YATIRIM has no responsibility for providing any advice on legal or tax related issues or in other areas of specialization. There could be legal and taxation risks pertaining to the investment transactions and it is recommended that the Customer seeks the opinion of a specialist on the subject to be able to evaluate these risks properly.
- 12.2.** If the CUSTOMER does not reside in Turkey, the CUSTOMER is obliged to appoint a permanent representative in Turkey, or HSBC YATIRIM to be responsible for taxes in relation to these transactions, if HSBC YATIRIM approves so. The CUSTOMER is aware that, in the event that HSBC YATIRIM is designated as the permanent representative of the CUSTOMER, HSBC YATIRIM shall be held liable towards tax authorities for Taxes that may be levied and accrued on income from capital which the CUSTOMER shall obtain through the Capital Market Instruments that are traded under this Agreement. Therefore, the CUSTOMER agrees that the tax returns that are required by the relevant tax laws shall be given by HSBC YATIRIM on behalf of the CUSTOMER, and the accrued taxes shall be paid by HSBC YATIRIM on behalf of the CUSTOMER, where the CUSTOMER appoints HSBC YATIRIM as his/her permanent representative in Turkey. The CUSTOMER accepts and undertakes that s/he shall pay these taxes to HSBC YATIRIM upon notification.
- 12.3.** The CUSTOMER shall be responsible for the payment of all the Tax Obligations that arise in regards to the Transactions realized within the scope of this Agreement. If any tax office in the Republic of Turkey holds HSBC YATIRIM, in the capacity of the CUSTOMER's representative, liable for any Tax Obligation applicable to and accrued on the current transactions or effective retroactively due to the Capital Market Instruments traded within the scope of this Agreement, the CUSTOMER accepts to pay to HSBC YATIRIM the sum accrued and requested by the relevant tax office, upon being informed of and provided the documents relevant to the subject matter tax liability.
- 12.4.** The CUSTOMER hereby accepts and undertakes to transfer to the Accounts sufficient funds to cover the Withholding Tax related to the Transactions subject to Withholding Tax under this Agreement (if any), promptly and



in any case the latest on the day the Transactions are executed. The CUSTOMER, for purposes of performing his/her obligations within the scope of this Agreement, grants to HSBC YATIRIM the authority to deduct the relevant Withholding Tax from his/her Accounts and to make the necessary tax payments in the name of the CUSTOMER as per the relevant Turkish tax legislation.

- 12.5.** Moreover, the CUSTOMER hereby accepts and undertakes to fully indemnify HSBC YATIRIM and hold HSBC YATIRIM harmless against any loss or damage that HSBC YATIRIM could be exposed to as a result of the failure of the CUSTOMER to transfer the funds necessary to pay his/her Tax Obligations including failure to pay the Withholding Tax amounts.

ARTICLE 13- CUSTOMER GUARANTEES

HSBC YATIRIM may request the CUSTOMER to give a guarantee as assurance for the activities of the CUSTOMER under the Agreement, in accordance with the Capital Markets Legislation and the Capital Markets Legislation procedures and principles. These guarantees are monitored on accounts separate from HSBC YATIRIM's own assets in accordance with the Capital Markets Legislation and cannot be used for purposes other than deposits without the express written permission of the CUSTOMER.

A buying order may be accepted without receiving any collateral by conducting the necessary research on the CUSTOMER and confirming that they have the financial capability to fulfill their cash obligation with documents evidencing their wealth and solvency, considering the liquidity of the CUSTOMER, which should be at a level that covers their debt, provided that such acceptance is endorsed by the loan committee, and where a limit is set by the decision of the board of directors, the settlement period is not exceeded.

ARTICLE 14- OBLIGATION TO NOTIFY THE CUSTOMER OF RISKS

- 14.1.** As per paragraphs two and three of Article 25 of the Investment Institutions Communiqué, HSBC YATIRIM is obliged to explain to the general customers, inter alia, the commissions, fees and tax amounts or rates pertaining to the respective transactions and obtain the written declarations of the CUSTOMER proving his/her understanding of the explanations made. In case of any changes in the points previously explained, it is mandatory to notify the customers of the relevant changes within 3 business days following HSBC YATIRIM A.Ş.'s acknowledgement of the situation and obtain a written declaration from the CUSTOMER, while such notifications can also be made electronically.
- 14.2.** Similar to the other points explained to the CUSTOMER within this framework, it would be sufficient to notify the CUSTOMER of any changes in the commissions, fees and tax amounts or rates to which the transactions are subject, electronically. However, under the circumstances, the burden of proof regarding the necessary notifications to the CUSTOMER rests with HSBC YATIRIM as per paragraph six of Article 25 of the Investment Institutions Communiqué.
- 14.3.** Within the scope of the intermediary trading services provided, investment institutions, in addition to the general risk reporting, shall be required to explain to the customers the risks associated with capital market instruments subject to the transaction, prior to offering any services to general customers. Although there is no such obligation where the professional customers are concerned, they are still entitled to request that these explanations also made to them.
- 14.4.** Although the investment institutions are required to subject the general customers to the compatibility test within the scope of their activities to broker trades and public offerings, they are not required to run such a test for the professional customers. In connection with this, professional customers are required to decide whether the products and services offered by the investment institution are suitable for their own requirements.
- 14.5.** Before investment institutions sign framework agreements for investment services and activities, they are obliged to explain the general risks related to capital market instruments and investment services and activities to their general customers, and to give them a copy of the "General Risk Notification Form for Investment Services and



Activities", the minimum contents of which are set by the Board, for this purpose, and inform the general customer as such. A professional customer does not need to be informed in this way.

ARTICLE 15- DEFAULT OF THE CUSTOMER

- 15.1** In instances when HSBC YATIRIM and the CUSTOMER do not undertake their obligations which arise from this Agreement or from transactions to be performed within the framework of this Agreement, the defaulting Party shall pay to the other Party a default interest that is in an amount equal to three times the overnight BIST Debt Securities Market Weighted repo rate interest over the default sum in question for each day throughout the default period starting as of the default date. HSBC YATIRIM and the CUSTOMER hereby accept and undertake that the defaulting Party shall also pay to the other Party any losses, expenses, or additional fees that such Party may be exposed to due to such default.
- 15.2** The CUSTOMER hereby accepts and undertakes that the Capital Market Instruments s/he has delivered to HSBC YATIRIM for safekeeping and/or in custody at the Custodian Entity, as well as cash and other capital market instruments in the accounts s/he has opened at HSBC YATIRIM with the purpose of undertaking his/her obligations within the scope of this Agreement, constitute the pledged collateral of his/her debts and obligations that have or will arise from the services provided within the scope of this Agreement by HSBC YATIRIM in order to realize the purpose in question, provided that such is limited to the purpose of delivery. The right of pledge of HSBC YATIRIM on such cash and other assets is established on the subject matter Capital Market Instruments and/or cash upon such being transferred to the accounts opened at HSBC YATIRIM or to the accounts opened at HSBC YATIRIM and/or the Custodian Entity with the purpose of undertaking the obligations stipulated within the scope of this Agreement, and continues until the full execution of the CUSTOMER obligations arising from services provided by HSBC YATIRIM in line with the delivery purpose of the CUSTOMER.
- 15.3** In case the CUSTOMER's account has a negative balance for any reason, HSBC YATIRIM has the right to notify the CUSTOMER in the most convenient written form or by the fastest communication tool (registered phone, email, etc.) and ask him/her to close this gap. In the event that the CUSTOMER does not close this gap within 2 (two) business days upon the request of HSBC YATIRIM, HSBC YATIRIM shall have the right of lien on other assets of the CUSTOMER, which are in HSBC YATIRIM's possession, and are available in other accounts of the CUSTOMER at HSBC YATIRIM, to cover this gap, provided that the conditions set out in Article 950 of the Civil Code are met. HSBC YATIRIM may sell such assets of the CUSTOMER without a purchase/sale order from the CUSTOMER for the purpose of collecting this receivable, and may offset the CUSTOMER's defaulted debt against the obtained amount under the provisions of Article 100-102 of the Code of Obligations. In this case, all losses that may be incurred due to such sales transaction shall be covered by the CUSTOMER.
- 15.4** The CUSTOMER agrees and declares that HSBC YATIRIM has the right to settle its due and payable receivables from the CUSTOMER by the Capital Market Instruments and all other cash and assets that are available in the CUSTOMER's accounts, as it sees fit, if the CUSTOMER is in default, provided that such settlement is in line with the provisions of Articles 139-145 of the Turkish Code of Obligations.
- 15.5** In case HSBC YATIRIM defaults in the performance of its deeds and obligations for the Custodian Entity or other competent authorities and/or regulatory bodies and administrations due to the CUSTOMER's above-mentioned defaults, all losses that HSBC YATIRIM may have suffered or may suffer due to this shall be compensated by the CUSTOMER. In this case, the CUSTOMER shall pay to HSBC YATIRIM a default interest rate that is equal to 3 (three) times the overnight BIST Debt Securities Market Weighted repo rate for each day of default, starting from the date on which HSBC YATIRIM went into default towards the Custodian Entity or other competent authorities and/or regulatory bodies and administrations.

ARTICLE 16 - MISCELLANEOUS

- 16.1** Until HSBC YATIRIM clears all of its receivables from the CUSTOMER, it has the right to block the capital market



instruments, money and other rights and receivables at the branches of HSBC BANK which are authorized to serve as an Intermediary for the CUSTOMER's Submission of Orders and have a service contract with HSBC YATIRIM.

- 16.2** The CUSTOMER acknowledges that the telephone conversations that s/he makes with both HSBC YATIRIM and HSBC BANK are recorded and can be used as evidence, where required, under the "Agreement on Intermediary Services for Transmission of Orders", which is executed by and between HSBC YATIRIM and HSBC BANK. If the CUSTOMER notifies HSBC YATIRIM of his/her non-acceptance of the recording of his/her phone conversations, HSBC YATIRIM shall be entitled not to carry out the orders submitted via phone by the CUSTOMER.
- 16.3** If the CUSTOMER performs the capital markets instrument trading transactions through HSBC BANK under the "Agreement on Intermediary Services for Transmission of Orders" which is signed between HSBC YATIRIM and HSBC BANK, the following provisions shall also apply in addition to the other provisions of this Agreement.
- a) The CUSTOMER agrees, declares and undertakes that HSBC YATIRIM is authorized to perform transactions in accordance with the instructions s/he gave to HSBC BANK; that HSBC YATIRIM is authorized to carry out the instructions that are submitted through HSBC BANK and to credit or debit the CUSTOMER account based on the transaction results, along with the relevant commissions and expenses; to deliver and remit the capital market instruments and cash that are in the CUSTOMER's account, to HSBC BANK; to collect the value of the capital market instruments that are purchased by the CUSTOMER, from HSBC BANK; and to receive the capital market instruments that are sold by the CUSTOMER, from HSBC BANK, without the need for any further instructions,
 - b) HSBC BANK is authorized to give remittance, transfer, and any other orders in relation to the capital market instruments and cash, as well as debt balances in the CUSTOMER account at HSBC YATIRIM; to pay the value for the purchase of capital market instruments to HSBC YATIRIM on behalf of the CUSTOMER; and to represent the CUSTOMER,
 - c) the CUSTOMER's obligations towards HSBC YATIRIM shall be fulfilled by HSBC BANK on his/her behalf, in which case all contractual rights of HSBC YATIRIM shall be transferred to HSBC BANK through assignment, and s/he shall be liable to pay all his/her debt to HSBC BANK.

ARTICLE 17- AMENDMENT AND TERMINATION OF THE AGREEMENT

- 17.1.** This Agreement shall enter into force on the Agreement Date and shall remain in force until it is terminated.
- 17.2.** The Parties can amend all the terms and conditions of this Agreement in full or in part, through written agreement based on mutual understanding.
- 17.3.** HSBC YATIRIM may change any provision of the Agreement, including the provisions related to fees, commissions and penalty clauses, by serving a written notice to the notification addresses specified by the CUSTOMER in this Agreement through a registered letter with advice of receipt, via SMS or the registered data storage medium at least 7 (seven) business days before such change. The CUSTOMER may unilaterally terminate the Agreement within 7 (seven) business days of the date of notification of such change. If the CUSTOMER does not exercise his/her right of termination and/or make any objection against such changes within the prescribed period, such changes shall be deemed to have been accepted by the CUSTOMER. Furthermore, HSBC Bank and the CUSTOMER accept, in advance and without further notice, any amendments to be made in the articles of this Agreement within the framework of the regulations published by the Capital Markets Board and BIST. The rights of the CUSTOMER, which are indicated in the termination article of this Agreement, are reserved. Amendments to this Agreement can be made by means of the approval of the CUSTOMER extended via his/her electronic signature or provided electronically through the use of the password assigned by HSBC YATIRIM to the CUSTOMER. The CUSTOMER hereby gives his/her advance approval to HSBC YATIRIM regarding the initiation of any amendments electronically, as stated in this paragraph.

Provided that a notice is served at least 1 (one) month in advance (through a notary public or a registered letter with advice of receipt), the Parties are entitled to terminate this Agreement and close all or a part of the accounts opened in the name of the CUSTOMER. Upon requesting the closure of his/her accounts the CUSTOMER shall be required



to pay to HSBC YATIRIM any and all receivables owed to it that have or will arise from this Agreement. The CUSTOMER can terminate this Agreement provided that all his/her indebtedness under it is paid in full. Without prejudice to the provisions of this Agreement, any assets in a CUSTOMER's account shall, upon the closure of such account, shall be transferred by HSBC YATIRIM to the account(s) to be notified by the CUSTOMER, and in the absence of a notification, to the CUSTOMER's account at HSBC BANK within 7 (seven) working days of the date of closure. The Capital Markets Instruments or other instruments of capital markets available in the closed account shall be maintained by HSBC YATIRIM until they are handed over to the CUSTOMER/remitted to an account of the CUSTOMER with another Investment Institution and any custodian fees regarding the safekeeping of these Capital Markets Instruments shall be met by the CUSTOMER.

- 17.4.** In the following cases, HSBC YATIRIM, without being limited to the relevant transaction and furthermore by not having the obligation to apply to the CUSTOMER by notice, formal protest or similar avenues, may immediately terminate this Agreement and transactions by giving a written notice. These circumstances consist of; (a) default of the CUSTOMER in the execution of his/her payment obligation arising within the scope of any transactions performed (including transactions undertaken with any third party besides HSBC YATIRIM); (b) the CUSTOMER's violation of any provisions of this Agreement including but not limited to any of his/her representations and warranties, or causing HSBC YATIRIM to incur losses through a transaction or action that is contrary to any law or is illegal; (c) the CUSTOMER failing to meet his/her financial obligations including but not limited to any security the CUSTOMER supplies as collateral within the scope of this Agreement being deficient or defective, or not providing the adequate security within the requested conditions and in a timely manner although requests for such have been made by HSBC YATIRIM; (d) the CUSTOMER defaulting in the execution of one or more of his/her obligations that arise from any other agreement that s/he has executed with HSBC YATIRIM; or (e) the CUSTOMER having applied to bankruptcy, liquidation, composition with creditors or similar legal remedies or such application having been made by third parties against the CUSTOMER.
- 17.5.** If the CUSTOMER carries out the capital market instrument trading transaction through HSBC BANK under the "Agreement on Intermediary Services for Transmission of Orders" which is executed by and between HSBC YATIRIM and HSBC BANK, and if any service and product provided to the CUSTOMER by HSBC BANK is subjected to termination, HSBC YATIRIM may immediately terminate this Agreement and the transactions by giving a written notice, since it shall also not be possible to carry out the HSBC YATIRIM transactions. In this case, the flow specified in article 17.4 of this Agreement shall be applicable.

ARTICLE 18- BLOCKAGE, INVESTOR RESTITUTION CENTER AND CUSTODY PRINCIPLES

- 18.1.** The Capital Market Instruments belonging to the CUSTOMER shall be maintained in sub-accounts opened/to be opened in the name of the CUSTOMER by HSBC YATIRIM at the Custodian Entity (Investor Name-Based Custody System). The Custodian Entity shall assign a registration number and password that will solely belong to the CUSTOMER and will not change. The CUSTOMER shall be able to learn of and/or control the capital market instruments and portfolio balances belonging to him/her and available in the sub-accounts held with various investment institutions, by means of telephone, internet, call center or SMS using this registration number.
- 18.2.** The CUSTOMER, besides being able to access up-to-date information pertaining to the Capital Market Instruments available in the custodian account any time during the day via telephone, internet, call center or SMS by using the registration number and password assigned to him/her, s/he can also put a hold on the account for purposes of limiting any transactions conducted through his/her account without his/her knowledge. Upon placing such a hold on the account, the assets in the investor freehold account are transferred to the Investor Hold Sub-Account under the investor account. It is essential that the assets are transferred to the hold account between 20.00-08.00.

On the other hand, the CUSTOMER can, at any time during the day, relay his/her instructions regarding a hold on the account to the Custodian Entity. The instructions sent as such are realized without further processing at the end of the day following the completion of the member transactions before the Custodian Entity. The hold on the account can be removed by the investor by using any one of the following means: telephone, internet, call center, SMS. If desired, it is possible for the CUSTOMER to submit an instruction to remove the hold on the account at a future date.

- 18.3.** Investor Restitution Center has been established with the purpose of preventing the investors from suffering losses due to the deterioration of the financial state of investment enterprises, protection of capital markets investors against risks that arise from financial enterprises, and thus enhance the trust vested in the capital markets. The Investor Restitution Center compensates for a certain amount, which is readjusted annually, of cash payment and Capital Markets Instrument delivery obligations arising from capital markets activities and transactions, to the customers of intermediary institutions for whom gradual liquidation or bankruptcy decrees have been declared, and banks whose activities are terminated, or investment enterprises that cannot undertake or will not be able to undertake soon their cash payment or Capital Markets Instrument delivery obligations arising from capital markets activities without there being any decrees regarding gradual liquidation, bankruptcy or termination of activities. Capital Market Instruments, which are transferred to investment enterprises in order to be sold, kept, managed, remitted, used in securities lending or other reasons by the investor or received based on the Order of the customer, as well as cash transferred by the investor in order to buy Capital Market Instruments or for Capital Market Instruments already bought, or else cash obtained from the sales of Capital Market Instruments that belong to the investor as well as non-invested cash sums that are left in the accounts of the investor that are held within the investment enterprise, fall within the scope of protection of the Investor Restitution Center. The losses incurred as a result of the price movements in the markets are not covered by the Investor Restitution Center.
- 18.4.** Pursuant to article 83 of the Capital Markets Law and article 24 of the Investor Compensation Center Regulation, all types of custody and receivables arising from investment services and their activities as well as interest, dividend and other proceeds, and the last request that the account holder CUSTOMER has made shall lapse in case it is not requested and collected within ten years as of the date of the transaction or a written instruction that the CUSTOMER may have given in any form and under such circumstances the money in question is posted as income to the Investor Restitution Center. Situations that halt and suspend the lapse of time are determined by the Capital Markets Board.

ARTICLE 19- LEGALLY VALID EVIDENCE

- 19.1.** Any and all correspondence and notifications, reports, fax messages and records, including receipts and invoices as well as the records, books and computer records of the Parties, that are exchanged between the Parties, and include the written agreement of any of the Parties, shall be considered as exclusive evidence as defined in Article 193 of Civil Procedure Code No. 6100 of the Republic of Turkey, in the context of any matters between the Parties with reference to this Agreement.
- 19.2.** In case HSBC YATIRIM receives Orders and/or instructions from the CUSTOMER verbally, via telephone or other channels of communication including fax, internet, interactive system and similar, the records that are kept by HSBC YATIRIM in regards to such Orders and instructions shall be considered exclusive evidence provided that they include the consent of the CUSTOMER.
- 19.3.** HSBC YATIRIM can record the conversations that are made with the CUSTOMER. The CUSTOMER agrees and declares that s/he knows that the conversations s/he has with HSBC YATIRIM on issues under the Agreement(s) during, before or after his/her transactions can be recorded by HSBC YATIRIM, and that s/he consents to such recording, and that s/he acquits HSBC YATIRIM in this respect. The Parties agree and declare that such records shall constitute exclusive and final evidence between the Parties in case of any dispute, conflict or any legal proceedings, lawsuits and legal actions that may arise between the Parties.

ARTICLE 20- PROHIBITON OF ASSIGNMENT

The CUSTOMER cannot assign, partially or fully, his/her rights and obligations to arise out of this Agreement and transactions to another real or legal person, without securing HSBC YATIRIM's prior written consent and agreement.

ARTICLE 21- NOTICES AND NOTIFICATIONS

- 21.1.** Any and all kinds of notifications, requests and other notices shall be relayed to the relevant party via registered



mail at the addresses of the Parties, which are included in this agreement or by courier, in person, electronically or via fax at the provided numbers of the Parties.

- 21.2.** The Parties hereby accept and undertake that the addresses indicated in this Agreement are their legal notification addresses and the telephone and fax numbers indicated herein are current numbers that are in use and valid and that they will notify in writing the other Party of any changes in the subject matter addresses or numbers and, unless a change in the addresses or numbers is informed in writing to the other party, that the notifications to be made to these addresses and numbers shall be legally valid and bear effect and give rise to results that a legally valid notification would do.

ARTICLE 22- SEVERABILITY, INDEMNITY and FORCE MAJEURE

- 22.1** If at any time and for whatsoever reason any provision, article or condition of this Agreement, either partially or fully, becomes or is considered to be invalid, illegal or ineffective, this would not affect or mitigate the validity and effectiveness of the other provisions, articles or conditions of the agreement and as such, all other provisions, articles and conditions shall remain in effect and continue to be fully valid. Under such circumstances, the Parties shall endeavor in good faith to replace the partially or fully invalid, illegal or ineffective provision with one that is new, valid and effective and would have the same legal and economic effects on the Parties to the agreement.
- 22.2** The CUSTOMER hereby accepts and undertakes to indemnify and compensate any losses that HSBC YATIRIM could suffer as a result of a failure on the part of the Customer or his/her negligence to perform his/her obligations.
- 22.3** HSBC YATIRIM shall not be legally responsible for a failure on its part to perform its obligations under this Agreement as a result of extraordinary circumstances beyond its control such as natural disasters, war, martial law, civil or military unrest, sabotage, terrorist acts, public intervention, strikes, lock-outs, explosions, fires or similar.

ARTICLE 23- HSBC YATIRIM'S RIGHT TO REQUEST A COLLATERAL, PLEDGE, CLEARING AND OFFSET

- 23.1.** The parties hereby agree that collateral of a personal nature and in kind may be requested as an assurance of any indebtedness that has arisen and could arise within the scope of this contract and that HSBC YATIRIM may request new collateral when this becomes necessary and deemed suitable. HSBC YATIRIM can have recourse to the collateral established in case any one of the circumstances stated under article 15 of the General Provisions, or the Special Provisions of this Agreement is realized. Within this framework, upon settlement of all debts of the CUSTOMER to HSBC YATIRIM in full, the collateral(s) established shall be released by HSBC YATIRIM.
- 23.2.** In case any of the collaterals established and/or to be established in favor of HSBC YATIRIM by the CUSTOMER decrease in value and/or HSBC YATIRIM feels the need for additional and/or new collaterals, the CUSTOMER hereby accepts and undertakes to immediately compensate such collateral deficit upon the written request of HSBC YATIRIM.
- 23.3.** The CUSTOMER hereby accepts the authority of HSBC YATIRIM to issue all types of remittance orders including clearing and withholding rights and remittances from overdraft checking account to a credit checking account, without any notices, on personal collateral and/or collateral in kind extended and/or to be extended as per this Agreement.
- 23.4.** The CUSTOMER authorizes HSBC YATIRIM to use the accounts belonging to the Customer to make any Loan repayments. Provided that HSBC BANK immediately notifies the CUSTOMER within this framework, if possible prior to but in any case upon executing the transaction, HSBC shall have the right to set off the money in the drawing accounts of the CUSTOMER in order to undertake the payments that have not been made on time by the CUSTOMER.

ARTICLE 24- CORPORATE ACTIONS AND INTEREST PRACTICES

- 24.1.** Any dividend, interest and other income in relation to the Capital Market Instruments shall be collected by HSBC YATIRIM and credited to the Investment Account, during the period in which the Capital Market Instruments remain under the custody of HSBC YATIRIM on behalf of the CUSTOMER. In addition, in case of a change of notes and bonus share distribution in relation to the Capital Market Instruments, HSBC YATIRIM shall perform such services. The shares from the capital increase by bonus issue, which the CUSTOMER has become entitled to, shall be credited by HSBC YATIRIM to the customer accounts on day T+2 in alignment with the Central Securities Depository. The CUSTOMER must send their request to pre-sell their bonus rights, which shall be received as a result of the bonus issue, to the Broker of HSBC YATIRIM through the investment customer representatives via Telephone banking. CUSTOMERS who are served through the session room can send their transactions to the Broker of HSBC YATIRIM through the investment center customer representatives (Dealers).
- 24.2.** Where the preemptive right in relation to the shares in the Investment Account is exercised, HSBC YATIRIM shall have the authority to decide whether the pre-emptive right shall be exercised on behalf of the CUSTOMER, unless the CUSTOMER instructs HSBC YATIRIM otherwise in writing at least 3 days before the end of the period determined for exercising such right. HSBC YATIRIM shall exercise this authority under the duty of care by taking into consideration the interests of the CUSTOMER.
- (i) If HSBC YATIRIM decides that the pre-emptive right shall be used, the value of the pre-emptive right shall be covered by the available balance in the CUSTOMER's Investment Account. Regardless of whether there are sufficient funds or not in such accounts of the CUSTOMER, HSBC YATIRIM shall not be held liable for the failure to exercise the pre-emptive right under any circumstances except those that can be directly attributed to an error of HSBC YATIRIM.
- (ii) In the event that HSBC YATIRIM decides to exercise the pre-emptive right on behalf of the CUSTOMER, even though a sufficient amount of cash is not available in the Investment Account, the CUSTOMER agrees in advance that s/he shall pay default interest at the rate, under the terms and on the basis that are set out in the default provisions of the Framework Agreement for General Provisions, to HSBC YATIRIM for the portion of the value of the pre-emptive right, that could not be covered by the Investment Account, and that HSBC YATIRIM shall exercise its right of clearing and offsetting on the securities and cash in his/her account, as specified in the Agreement. Capital increases, periods for exercising the pre-emptive right and relevant transactions shall be monitored by the CUSTOMER. For this reason, HSBC YATIRIM shall be free to either serve or not serve a notice to the CUSTOMER to inform him/her.

ARTICLE 25- GOVERNING LAW AND RESOLVING DISPUTES

This Agreement is subject to the laws of the Republic of Turkey. The Courts and Execution Offices of Çağlayan, Istanbul, shall be authorized in resolving any disputes that would arise from the implementation or interpretation of this Agreement.

ARTICLE 26- STATUTORY PROVISIONS

- 26.1** The CUSTOMER acknowledges that HSBC YATIRIM can disclose the CUSTOMER's identity to any competent regulatory body or organization in Turkey, including the Capital Markets Board.
- 26.2** The provisions of this Agreement violating the Capital Markets Legislation shall not be applicable. In cases where a provision for a specific situation is not available in the Agreement, the provisions of the Capital Markets Legislation and the general provisions shall be applicable.

SPECIAL PROVISIONS FOR INTERMEDIARY SERVICES IN TRADING

These Special Provisions for Intermediary Services in Trading are an annex to and integral part of the General Framework Agreement for Capital Market Transactions and Framework Agreement for Capital Market Transactions dated/...../....., executed by and between the CUSTOMER and HSBC YATIRIM. The provisions of the Framework Agreement for Capital Market Transactions executed by and between the CUSTOMER and HSBC YATIRIM shall apply for the cases which are not governed by the Special Provisions for Intermediary Services in Trading. These Special Provisions for Intermediary Services in Trading set forth regulate the trading transactions of all Capital Market Instruments, except for Derivative Instruments, in accordance with the Capital Markets Legislation and other relevant legislative provisions.

ARTICLE 1 - PLACEMENT OF BUY-SELL ORDERS

It is essential for the CUSTOMER to place the Orders through Electronic Communication Channels. However, in cases where the CUSTOMER is unable to submit his/her Orders via Electronic Communication Channels due to reasons arising from HSBC YATIRIM, s/he shall submit them to HSBC YATIRIM by phone or fax during or before the trading session. Orders that are submitted in this way and all other Orders that are submitted via Electronic Communication Channels are considered oral orders in accordance with the Capital Markets Legislation.

HSBC YATIRIM shall keep all the records and written documentation related to the Orders transmitted to it by the CUSTOMER for the period stipulated by the relevant Capital Markets Legislation. HSBC YATIRIM has the right to request a written confirmation for any verbal instructions, including other Orders before implementing them. However, HSBC YATIRIM is not obliged to exercise this authority. In case of any dispute, these records shall be accepted as proof of the related transactions, provided that they include the approval of the CUSTOMER.

In his/her Order, the CUSTOMER is obliged to indicate the type of transaction (purchase or sale) s/he would like to be done, the name of the Capital Markets Instrument, its amount, the transaction date, the validity period, the price limitations, whether the Order shall be reflected on the Stock Exchange by HSBC YATIRIM in the session of the day on which the Order is received, or on any day's session that is deemed appropriate by HSBC YATIRIM within the validity period, and any other information as s/he sees fit. HSBC YATIRIM shall give a signed copy of the Customer Order Form to the CUSTOMER in orders that are given in writing. HSBC YATIRIM is obliged to give the order receipt number to the CUSTOMER, at the time of receiving the order upon the CUSTOMER's request, in all orders that are received verbally and in writing.

ARTICLE 2 - EXECUTION OF ORDERS

HSBC YATIRIM has the right to partially or completely reject an Order. If the Orders are rejected, HSBC YATIRIM shall immediately notify the CUSTOMER or his/her representative of this situation by also providing a rationale.

HSBC YATIRIM may ask the CUSTOMER to provide a collateral for purchase orders, make a prepayment or pay the entire price (calculated at the last closing price), or immediately deliver the relevant Capital Market Instruments for sales orders, so that the Orders can be implemented. However, HSBC YATIRIM may process the CUSTOMER's buy orders even if the CUSTOMER did not make the necessary payment, and process the CUSTOMER's sell orders even if the CUSTOMER did not deliver the Capital Market Instruments before the implementation of the Order, provided that the CUSTOMER complies with the requirement to maintain a minimum level of net assets or the amount of these Orders is within the credit and transaction limits set by HSBC YATIRIM for the CUSTOMER in accordance with the relevant provisions of the Capital Markets Legislation, and any profit or loss in relation to the Orders that are processed as such shall belong to the CUSTOMER.

The CUSTOMER agrees that HSBC YATIRIM cannot be held liable for losses or damages arising due to force majeure events and/or natural disasters that are outside the reasonable control of HSBC YATIRIM. The Customer hereby also accepts and declares that HSBC YATIRIM shall not be held responsible for any losses or damages that the CUSTOMER may incur, provided that there is no negligence that may be attributed to HSBC YATIRIM, due to Orders that are not received by HSBC YATIRIM, and are sent by facsimile or the internet or for non-execution and/or delayed execution of such Orders due to the necessity to clarify an order that is not clear.

ARTICLE 3 - VALIDITY PERIOD OF THE ORDERS

The CUSTOMER can determine the validity period of the Order at his/her own discretion. Orders can be placed for one day, for a specific date, or for a period of time that is within the limits set by the Capital Markets Communiqués until they are canceled by a second order. If an Order whose validity period is not specified is given during the session, it shall be considered to be valid for that day, and if it is given at a time outside the session, it shall be considered to be valid during the session on the first subsequent day. If the Order is not fulfilled, the Order shall lose its validity.

ARTICLE 4 - PRICE DETERMINATION METHOD FOR ORDERS

Orders can be given in ways that are determined by Istanbul Stock Exchange.

No price is specified in "Market" Orders, and such Orders entitle HSBC YATIRIM to have the discretion to trade at the market price available at the time of the transaction. If the CUSTOMER places such an Order, the CUSTOMER agrees in advance that HSBC YATIRIM shall only perform the "best effort" intermediation to act on behalf of the CUSTOMER with the best possible prices, and the CUSTOMER shall not hold HSBC YATIRIM liable for any losses or damages caused by the price at which the transaction is performed, provided that HSBC YATIRIM acted in good faith and took due care for the fulfillment of its obligations arising from these Special Provisions for Intermediary Services in Trading.

The stock exchange only accepts market orders with an FKO validity (Fill or Kill Orders). In market (FKO) orders, the best-priced orders on the other side turn into transactions, but the portion left unfulfilled is canceled.

"Limit" Orders allow the CUSTOMER to set a limit in accordance with which the relevant transaction can be made, and this limit shall be understood as the highest price limit in buy orders and the lowest price limit in sell orders. These Orders shall only be applied if the market price is equal to or below this price limit in buy orders, and if the market price is equal to or above the price limit in sell orders. If the price limit is equal to the market price and the number of stocks traded at this price level is limited, such Orders may be partially applied or not applied at all.

Other order types:

Market-to-Limit Order

These are orders that are submitted without a price, only by mentioning the quantity, just as in market orders. They are fulfilled by matching orders that are waiting only at the best price level on the opposite side. However, remaining amount from the execution is transformed into limit order and placed in the order book as a passive order with the last transaction price (but if it is entered as an FKO, it shall not be placed as a passive order). A market-to-limit order that is submitted during a continuous trading session shall be immediately canceled in the absence of an order pending on the opposite side.

Imbalance Order

These orders, which are not taken into account in the price determination process, can be used to trade with the orders that are not matched at the auction price during price setting period in all session sections where the single price method is applied, including the opening and closing sessions. The imbalance orders that remain unmatched are canceled.

Mid-Point Orders

A Mid-Point order is a type of order that allows orders with quantities that are higher compared to those in the normal order book to be matched among themselves, offering lower transaction costs to market participants. When entering these orders and changing their quantities, the minimum and maximum amounts are checked. The value of Mid-Point orders can be a minimum of 100,000 TRY and a maximum of 30 million TRY. However, in case of partial trading, this restriction is not required even if the remaining part falls below the minimum limit, unless the remaining quantity of the order is changed. Orders are subject to continuous automated matching and are priced with the arithmetic average of the prices of the



outstanding best buy and best sell orders in the normal order book, and are traded in a separate and closed order book.

Short Sell Orders

A short sell order is the type of order that is placed for the sale of capital market instruments that are not owned. Short sell orders are those for short selling transactions that are made pursuant to the CMB and Stock Exchange regulations. These orders comply with the price limits set by the CMB and Stock Exchange regulations.

Weighted Average Price (WAP) Orders

This is a new type of order/transaction that allows trading by referencing the weighted average price at the time at the end of the day. Such orders and transactions are called orders / transactions from WAP. Transactions are made during the day based on the WAP that will occur at the end of the day during a share, either at this price or at prices that are a certain number of price steps away from such price.

Conditional Order

These are Orders, for which various conditions can be defined for the placed Order to be activated or to turn into a Transaction, and can be placed with conditions on quantity, price, time and partial appearance.

Odd Lot Orders

Odd Lot Orders are those that are placed at a quantity that is less than the one contained in the Transaction unit, that do not specify a price, and that only the quantity is specified. Odd Lot Orders may partially or fully match with other odd lot Orders. In case of an order against Odd Lot Orders, it is converted into a transaction at the price of the last normal order transaction.

Special Orders

Special Orders are those with a quantity or amount that exceed the limits set by Borsa Istanbul on the basis of the Capital Markets Instruments, and are traded in a separate order book according to different rules determined by Borsa Istanbul.

The CUSTOMER is responsible for the profit and loss caused by the price determination; however, HSBC YATIRIM is also obliged to take utmost care in protecting the interests of the CUSTOMER.

HSBC YATIRIM shall act in accordance with the rules of Istanbul Stock Exchange for all the orders of the Stock Exchange which are present or shall be implemented.

ARTICLE 5 - EXECUTION OF THE TRANSACTIONS

In Buy Orders, the CUSTOMER shall deposit the entire amount to be paid for this purchase, including the brokerage fee of HSBC YATIRIM or the amount that needs to be deposited in addition to the current account balance, to the account opened under his/her name at the HSBC BANK Branch until 15:00 (Istanbul time) at the latest on the second day following the date of the transaction so that the obligations that are agreed upon in this Agreement can be fulfilled. Regarding the Buy Transaction, in the event of a delay in the payment, the CUSTOMER agrees to pay his/her accrued debt along with the default interest that shall be accrued until the actual payment date. The CUSTOMER acknowledges that HSBC YATIRIM shall charge and accrue a default interest at a rate that is equal to three times the overnight BIST Debt Securities Market Weighted repo rate valid at that time for the days that will elapse until the payment is fully made. The CUSTOMER agrees and declares that HSBC YATIRIM has the power to make any transactions on the account opened at the bank by the CUSTOMER for the fulfillment of the obligations under this Agreement, to fulfill the settlement obligation arising from the buy orders and to cover the fees, commissions and other expenses associated with the buy orders, and that it is not necessary to receive additional instructions from the CUSTOMER for every payment transaction.



In Sell Orders, the CUSTOMER agrees and undertakes to transfer the Capital Market Instruments, which are the subject of the Order, to HSBC YATIRIM until 15.00 (Istanbul time) at the latest on the second day following the day of the transaction. In a sale transaction, if the CUSTOMER fails to transfer the Capital Market Instrument to HSBC YATIRIM within the above-mentioned period for any reason, the CUSTOMER agrees, declares and undertakes that s/he shall immediately and fully pay in cash the money and/or default interest and/or relevant additional fees and expenses for the Capital Market Instruments that HSBC YATIRIM may have to procure to carry out such transaction, to HSBC YATIRIM upon its first written request.

The CUSTOMER also agrees and undertakes to compensate HSBC YATIRIM for any price differences that may arise from HSBC YATIRIM's sale of the Capital Market Instruments at a lower price or its purchase of them at a higher price due to the CUSTOMER's failure to fulfill any of his/her obligations in relation to the delivery or payment of the Capital Market Instruments, and to immediately and fully pay in cash all the relevant interest and expenses, including those that may be accrued by the Stock Exchange, Central Registry Agency or Takasbank to HSBC YATIRIM upon its first request. If the CUSTOMER does not pay such amounts for any reason whatsoever, HSBC YATIRIM shall have the right to sell the Capital Market Instruments it bought, consider the revenues of such sale as a settlement of the CUSTOMER's debts to HSBC YATIRIM, and offset the debts against them.

The CUSTOMER agrees and declares that HSBC YATIRIM shall have the right to retain the Capital Market Instruments it bought on behalf of the CUSTOMER, and not transfer them to the CUSTOMER, until the CUSTOMER fully pays to HSBC YATIRIM all his/her debts arising from these Special Provisions for Intermediary Services in Trading. HSBC YATIRIM agrees and declares that it shall also have the right to offset and settle HSBC YATIRIM's debts to the CUSTOMER, including the Capital Market Instruments that the CUSTOMER deposited as collateral to HSBC YATIRIM, against the current and future debts and liabilities of the CUSTOMER to HSBC YATIRIM, without any order or instruction of the CUSTOMER or without prior notice to the CUSTOMER.

ARTICLE 6 - BROKERAGE FEES AND COMMISSIONS

The CUSTOMER shall fully pay in cash at once the brokerage fee of% which shall be calculated by HSBC YATIRIM based on the value of the capital market instruments that are bought and sold by HSBC YATIRIM on his/her behalf, as well as the relevant legal liabilities to be paid, such as the expenditure tax, fund, etc. to HSBC YATIRIM on the day that the capital market instrument is traded. HSBC YATIRIM is authorized to debit the CUSTOMER account by the commission and brokerage fee amounts. HSBC YATIRIM shall be able to increase the commission and brokerage fee rates upon 3 (three) days' notice. For the notification of changes in the commissions, the practices included in Article 14 of the General Provisions for the "Framework Agreement for Capital Market Transactions" shall apply. The CUSTOMER's right to terminate the Agreement for this reason is reserved. If the commission and brokerage fee rates are lowered, no notifications shall be made by HSBC YATIRIM.

ARTICLE 7 - PAYMENT OF THE COMMISSIONS, EXPENSES AND TAXES

The CUSTOMER agrees, declares and undertakes that HSBC YATIRIM shall apply the commission rates specified in Article 6 of these Special Provisions for Intermediary Services in Trading and s/he shall pay the amounts to be calculated as a result of this application to HSBC YATIRIM. The CUSTOMER also declares and undertakes that s/he shall pay HSBC YATIRIM any commission, deduction, fee, expense, tax, and any other cost paid by HSBC YATIRIM to financial institutions, stock exchanges, clearing and custodian institutions, banks and other authorized institutions for or due to transactions that HSBC YATIRIM shall perform for and on behalf of the CUSTOMER. Any taxes, duties, fees and other charges related to the commissions received by HSBC YATIRIM for the services provided to the CUSTOMER, shall be collected from the CUSTOMER. Any stamp duty and any other tax, duty and charges that are levied and accrued in Turkey or abroad on money to be deposited to the CUSTOMER's account and any transaction to be made based on the balance of such accounts shall only and exclusively be a liability of the CUSTOMER, and be covered by the CUSTOMER.



HSBC YATIRIM is authorized to reflect the commissions, fees and other expenses to be paid by the CUSTOMER to the CUSTOMER's account and to collect them from his/her account without any notice to the CUSTOMER.

HSBC YATIRIM shall notify the CUSTOMER on any change in the commission rates in writing by registered mail at least 3 (three) business days prior to such change. If the CUSTOMER fails to inform HSBC YATIRIM that s/he does not accept the changes in relation to such rates and/or wishes to exercise his/her right to terminate the Agreement within 5 (five) business days of the date of notification, the CUSTOMER agrees, declares and undertakes that the change in the commissions shall be started to be applied at the end of the 5th (fifth) business day of the date of their notification. HSBC YATIRIM reserves the right to unilaterally change the commission rates in favor of the CUSTOMER.

ARTICLE 8 - EXERCISE OF PRE-EMPTIVE RIGHT AND COLLECTION OF DIVIDENDS

HSBC YATIRIM is entitled to replace the stock certificates that are entrusted to it, with capital market instruments, and to get the registered ones recorded in the shareholders' register of the relevant company. If the CUSTOMER wishes to exercise his/her voting rights arising from the capital market instruments through HSBC YATIRIM, HSBC YATIRIM is not obliged to automatically fulfill these transactions, unless the CUSTOMER notifies HSBC YATIRIM of his/her such request in writing and submits the necessary fees and documents at least one week before such rights are to be exercised. Principles to be applied when the pre-emptive rights arising from the capital market instruments of the CUSTOMER, which are in the custody of HSBC YATIRIM, shall be exercised by HSBC YATIRIM:

a) In the event that the stock value of the capital market instrument, which is subject of the pre-emptive right, is traded below the pre-emptive right value at the start date of the pre-emptive right, HSBC YATIRIM shall not exercise the pre-emptive right, considering that this shall cause a loss for the CUSTOMER, unless otherwise instructed by the CUSTOMER. HSBC YATIRIM shall not be held liable if the price of such capital market instrument exceeds the pre-emptive right value after the period for exercising the pre-emptive right expires.

b) In the event that the stock value of the capital market instrument, which is subject of the pre-emptive right, is traded above the pre-emptive right value at the start date of the pre-emptive right, HSBC YATIRIM shall exercise the pre-emptive right, considering that this shall provide a gain for the CUSTOMER, unless otherwise instructed by the CUSTOMER. HSBC YATIRIM shall not be held liable if the price of such capital market instrument falls below the pre-emptive right value after HSBC YATIRIM participates in the capital increase.

c) In both cases, if HSBC YATIRIM exercises the pre-emptive right, it shall cover the pre-emptive right cost from the existing cash in the CUSTOMER's account or other accounts. If the necessary funds are not available in the account, HSBC YATIRIM is entitled to sell the capital market instruments related to the capital increase which is the subject of the pre-emptive right, and is entered into the account, as of the end date of the capital increase, and settle the CUSTOMER's debt, without any further notice to the CUSTOMER, since the capital increase information is disclosed to the public. In this case, the capital market instruments that belong to the CUSTOMER, and are held at HSBC YATIRIM as a result of the capital increase, are sold by HSBC YATIRIM until the CUSTOMER's debt is closed, and the remaining capital market instruments are entered into the CUSTOMER account at TAKASBANK A.Ş. or Merkezi Kayıt Kuruluşu A.Ş.

The CUSTOMER acknowledges that HSBC YATIRIM does not have any obligation of notification whatsoever in this respect. In the event that the CUSTOMER fails to pay his/her debt arising from the exercise of the pre-emptive right to HSBC YATIRIM, after the date on which the pre-emptive right is exercised, and goes into default, the provisions of article 15 of the General Provisions section of the Agreement shall apply.

d) The decision for and the risks involved with exercising the pre-emptive right for organizations which first carry out the capital increase, and then increase the capital within 2 years, lie with the customer, and HSBC YATIRIM shall not be liable in any way for the loss of value in the stock price after the pre-emptive right is exercised.

e) As per the workflow of HSBC YATIRIM, HSBC YATIRIM allows the CUSTOMER to exercise the priority right via rights



issue 1 business day before the expiration date determined by the Stock Exchange, in its own system and in the MKK system, and the CUSTOMER account will be debited by the respective TRY amount in return. However, if the CUSTOMER has a request to take advantage of the right for the use via rights issue on the deadline determined by the Stock Exchange before the use, HSBC YATIRIM provides these CUSTOMERS with the use via rights issue on the deadline determined by the Stock Exchange.

These Special Provisions for Trade Brokerage are duly signed and concluded by the CUSTOMER and HSBC YATIRIM as 1 (one) original. The CUSTOMER has received a copy of the Special Provisions for Intermediary Services in Trading signed and stamped by HSBC YATIRIM to confirm compliance with the original of the same.

These Special Provisions for Intermediary Services in Trading consisting of 8 articles and the Framework Agreement for Capital Market Transactions consisting of 26 articles were signed on/.../..... and shall enter into force as of this date.

The Customer must write the statement, "I have received a copy of the agreement" by hand and sign underneath it.

CUSTOMER

Name/Title:

Signature:

Date: __ / __ / 20__

HSBC BANK A.Ş.

Name/Title:

Signature:

Date: __ / __ / 20__

HSBC YATIRIM MENKUL DEĞERLER A.Ş.

Name/Title:

Signature:

Date: __ / __ / 20__

APPENDICES TO THE AGREEMENT**ANNEX:1****PRINCIPLES OF USE OF THE CASH IN THE ACCOUNTS**Principles of Use of the Cash in the Accounts

1. I hereby accept and declare that the portions of the cash amounts in my accounts at your institution, which exceed the lower limit* to be set by HSBC YATIRIM, shall be invested by HSBC YATIRIM.**
2. I do not want the cash amounts in my accounts at your institution to be invested by HSBC YATIRIM.

HSBC YATIRIM can, either collectively or individually, use the cash balances remaining in accounts that have not been subject to a transaction during the day and report a credit balance at the end of the day, in a manner compliant with the Capital Markets Legislation and in line with the activities it is authorized for and in keeping with the policies of the institution, to be followed up in the accounting system on the basis of accounts. If the cash belonging to the CUSTOMER is used on a collective basis, then it would be essential to distribute the proceeds proportionally to the CUSTOMER's account.

*The lower limit in question is the amount of 1 participation share of a liquid mutual fund, which is founded by HSBC Portföy Yönetimi A.Ş. and to be determined by HSBC YATIRIM.

**Please note that you have to choose either the first or the second option, and if you do not make a choice, it shall be assumed that you chose the first option.

CUSTOMER(S)

NAME AND SURNAME :.....

SIGNATURE :.....



ANNEX:2

HSBC YATIRIM MENKUL DEĞERLER A.Ş. INSTRUCTION FOR THE DELIVERY PREFERENCE FOR THE ACCOUNT STATEMENT

HSBC Yatırım Menkul Değerler A.Ş. Head Office,

RE: My/our request and commitment for the monthly account statements to be sent via the preferred method that I/we provided below under Article 17 of the Communiqué No. II-45.1 on Documentation and Record-Keeping System Regarding Investment Services and Activities and Ancillary Services (“Communiqué”).

The Investment Statement;

including all the activities in my/our investment account no. at HSBC Yatırım Menkul Değerler A.Ş. (“HSBC YATIRIM”) should be;

- Uploaded to the digital channels free of charge
- Sent to my address by registered mail in exchange for a fee

within the periods set under this Capital Markets Board Communiqué which is attached, pursuant to the amendment of the Communiqué.

Even if you choose your statement sending preference as mail, you can still view your statements via digital channels.

This commitment which I/we have made is a supplement and an integral part of the “Framework Agreement for Capital Market Transactions” executed between me/us and HSBC YATIRIM, and I/we hereby accept, undertake and declare that HSBC YATIRIM shall continue to send the notifications to the same address, unless I/we have a written commitment (instruction) on the contrary, which cancels and abolishes this commitment; that HSBC YATIRIM shall not be obliged to send any notifications, if there is no activity in my/our relevant investment account; that I am/we are obliged to inform HSBC YATIRIM in writing of any changes in my/our mail or email address, and that any notifications that are sent to the mail or email address, which I/we provided below, shall be valid and have consequences even if I/we fail to inform HSBC YATIRIM of such change.

CUSTOMER(S)

NAME AND SURNAME :.....

E-MAIL ADDRESS :.....

POSTAL ADDRESS :.....

SIGNATURE :.....

AGREEMENT FOR WAIVER OF ACCOUNT STATEMENT DELIVERY**(Only for Professional Customers)**

1. This supplementary agreement (“**Supplementary Agreement**”) is an annex to and an integral part of the HSBC Yatırım Menkul Değerler A.Ş. Framework Agreement for Capital Market Transactions, and is executed between the parties whose names and signatures provided below, as an exclusive waiver.
2. Through this Supplementary Agreement, the CUSTOMER and HSBC YATIRIM have reached a mutual agreement that account statements, which are required to be sent to the CUSTOMER’s current notification address registered with HSBC YATIRIM in accordance with applicable regulations of the Capital Markets Board whenever an account activity occurs, should not be sent, and have stated their agreement, commitment and declarations on this matter.
3. Through this Supplementary Agreement the CUSTOMER has submitted their request to waive any and all service of regular account statements to their current notification address, and agrees, declares and undertakes that they waive all rights and claims the regulations and framework agreements grants to customers on this matter, and that they shall not raise any claims, defense, or objections against HSBC YATIRIM on these grounds within the framework of any possible dispute or litigation. Given this Supplementary Agreement, no legal or criminal liability or sanctions can be imposed on HSBC YATIRIM with respect to the lack of account statement service, or violation of applicable regulations.
4. However, the waiver does not apply to the notifications HSBC YATIRIM is under obligation to perform under applicable provisions of the regulations and Turkish Code of Commerce (e.g. notices and notifications effected through a notary public), and its rights to arise out of the Agreements, concerning relevant expenses, fees, etc., as well as to the customer’s obligations.
5. This Supplementary Agreement is executed by and between HSBC YATIRIM and the CUSTOMER, as an annex to and integral part of the existing framework agreements specified in Article 1.

Customer Name and Surname / Title:**HSBC Yatırım Menkul Değerler A.Ş.:**

PRE-MARKET TRADING PLATFORM (PMTP) RISK NOTIFICATION FORM

In addition to the points that are set out in the General Framework Agreement for Capital Market Transactions, which I entered into with HSBC Yatırım Menkul Değerler A.Ş., I hereby agree, declare and undertake that I trade with the awareness that:

1. The shares of companies determined by the Board, which are publicly traded companies on the Pre-Market Trading Platform ("Platform"), but have not been previously traded on the Stock Exchange, are traded,
2. Legal and financial status and activities of companies were not reviewed by Borsa İstanbul A.Ş. other than the Capital Markets Board ("CMB") decision for such companies as a requirement for the acceptance of their shares in the Platform; no assessments were made based on any quantitative and/or qualitative criteria in such aspects (restrictive conditions connected to factors such as profitability, duration of activities, capital size, market value), which are included in the Listing Directive and other Stock Exchange legislations; no review shall be performed on the legal and financial status and activities of such companies even after their shares begin to be traded at the Stock Exchange,
3. In the event that a company listed on the PMTP does not comply with the CMB and Borsa İstanbul regulations, the trading sequence of the shares of that company can be permanently ceased,
4. The company is obliged to make a special circumstances disclosure as of the date on which the Company stocks begin to be traded at the Platform under the CMB's Communiqué No:II-15.1 on Special Circumstances pursuant to the CMB's decision no. 17/519 dated 03.06.2011, but, it shall be subject to other obligations determined by the Board for companies that are traded on the Platform, in terms of other capital market legislation obligations,
5. The fact that the company shares are traded on the Platform does not mean that the company or its shares are guaranteed by the CMB and Borsa İstanbul; the CMB and Borsa İstanbul are not responsible for the losses that I may incur due to the investments that I make and the risks that I take on the Platform, and I further agree, declare and undertake that I have read and understand the Pre-Market Trading Platform Risk Notification Form and the Procedures and Principles of Operation for the Pre-Market Trading Platform and signed this document as a result of my free will.

CUSTOMER

NAME AND SURNAME :

ACCOUNT NUMBER :

MKK REGISTRATION NUMBER :

DATE :

SIGNATURE :

NOTIFICATION FORM FOR TRADING RULES

With the Capital Markets Board's decision No. 52 dated September 19, 2019, and the decision of the Board of Directors of Borsa İstanbul A.Ş. dated September 27, 2019, company shares that are traded at the Star Market and Main Market in the Borsa İstanbul A.Ş. Equity Market, were regrouped so that shares with a similar size, depth and liquidity would be traded together in line with the new criteria that was introduced.

Accordingly, the ABCD regulation for traded shares was repealed with the amendments that were made to Borsa İstanbul A.Ş. Listing Directive and Equity Market Directive.

In line with the new regulation, the market structure of Borsa İstanbul A.Ş. Equity Market has been established as follows:

- i. Star Market
- ii. Main Market
- iii. Sub-Market
- iv. Watch List Market (WLM)
- v. Pre-Market Trading Platform (PMTP)
- vi. Structured Products and Funds Market (SPFM)
- vii. Equity Market for Qualified Investors (EMQI)

The market determination criteria for the aforementioned structuring have been set as given in the table below:

Criteria for being Traded in the Market	Star Market	Main Market	Sub-Market
Market Cap (MC)	> 1 billion TRY	> 150 million TRY	
Market Cap of Shares in Actual Free Float (MCFF)	> 150 million TRY	> 60 million TRY	
Free Float Ratio (FFR)	> 10%	> 10%	
Number of Domestic Individual Investors	> 1500	> 750	
Preference	If preferred FFR <90%	If preferred FFR <90%	
Domestic Funds	> 5 million TRY		
Liquidity	< 1.5	< 5	
(*)	If FFR > 5%, MCFF > 1.25 billion TRY and Liquidity < 1.5	If FFR > 5%, Dividend > 10% and MCFF > 60 million TRY or MCFF > 250 million TRY and Liquidity < 1.5	

* The minimum market value requirement of the shares offered to the public, which is one of the listing conditions for companies that will start to be traded on the stock exchange, is set out in the Borsa İstanbul A.Ş. Listing Directive, and the above-mentioned conditions are valid in periodic evaluations.

Definitions and Descriptions

MC	: Total market cap. calculated based on the company's total paid in capital,
MCFF	: Market cap. of the shares of the company in actual free float calculated according to the criteria determined by the Capital Markets Board as the free floating shares at the end of the period x average of the one-year adjusted closing prices,
FFR	: The ratio of the shares of the company in actual free float calculated according to the criteria determined by the Capital Markets Board to the company's paid in capital,
Number of Local Individual Investors	: Average number of domestic individual investors holding a market value of at least 1000 TRY in the last year according to the data of Merkezi Kayıt Kuruluşu A.Ş.,
Preference	: To be decided by the General Directorate of Borsa İstanbul A.Ş. , whether the variations created regarding any equity group will be considered as “preference” or not in the evaluations relating to; shareholders forming a certain group of board members, and rights to be selected among certain share groups and minorities, the right to propose a candidate for the membership of the board, the right to be represented in the Board, dividend, liquidation share, pre-emptive rights and voting right or for the rights such as a new shareholding, which is not foreseen here, granting a different or superior right to a share,
Domestic Funds	: Average net asset value of the share of the equity in the portfolios of the “Mutual Funds” and “Pension Mutual Funds” which are under the supervision of the Capital Markets Board according to the data of Merkezi Kayıt Kuruluşu A.Ş.,
Liquidity Criterion	: The ratio of the traded value of 1 million TRY to the average price change rate of the equity on a daily basis,
Additional Criterion – Dividend Return	: Total net cash dividend for the last 3 years / market cap. at the end of the period.
FFR > 5%	: The condition for benefiting from additional criteria.

Principles of Transaction

The table for the trading principles to be applied to the stocks that are traded on Borsa İstanbul A.Ş. Equity Market is presented below for your information:

Principles of Transaction	Star Market	Main Market	Sub-Market	WLM	PMTP
Trading Method	Continuous Trading	Continuous Trading	Continuous Trading	5 Call Auctions	5 Call Auctions
Short-Sell and Margin Trading	Allowed	Allowed	Not Allowed	Not Allowed	Not Allowed
Gross Settlement	NO	NO	YES	YES	YES
Margin Ratio	90%	75%	0%	0%	0%
Open Clearing Position / Margin Ratio	20%	50%	100%	100%	100%
Price Margin	20%	15%	10%	10%	10%
Short Sell Uptick Rule	NO	YES	-	-	-
Price Change Triggering Circuit Breaker	10%	7.5%	5%	-	-

Circuit Breaker Call Period	5 Minutes	15 Minutes	15 Minutes	-	-
Circuit Breaker Uncrossing Period	2 Minutes	2 Minutes	2 Minutes	-	-
Restraining of Data Dissemination during Call Auction Call Periods	NO	NO	YES	YES	YES
Order Cancellation, Price Worsening and Volume Reduction in the Last 5 Minutes of Opening Session	NO	NO	NO	NO	NO
Market and Market to Limit Order in Opening Session	NO	NO	NO	NO	NO

a) Margin Ratio: Indicates to what extent the related equity can be considered as margin in the margin calculation for margin trading, short sale, borrowing or lending transactions.

In the regulations of the Board regarding the margin-trading and short sale, the provisions of ability to accept buy orders without requiring any collateral within the exceptions determined by taking into account the assets and solvency of the customers, are only applicable to the equities in the Star Market. The provisions decided by the Board on the basis of investor, market segment and equity are reserved.

For the transactions related to the collective investment institutions and pension funds that are subject to the Capital Market Law; in accordance with the regulations of the Board regarding margin-trading and short sale, within the scope of exceptions determined by taking into account the assets and solvency of the customer, provisions of ability to accept buy orders without requiring any collateral may also be applicable for the equities in the Main Market.

b) Open Clearing Position/ Margin Ratio: Indicates the minimum amount of margin for the relevant equity when the open clearing position that may occur at a certain moment or until the settlement takes place.

The above trading principles are general principles, however it must be noted that the below applications implied by regarding announcements and CMB decisions are still in effect until further notice:

- Short selling is limited to BIST50 shares,
- Price margin is 10% for equities in the Star Market, Main Market, exchange traded funds, real estate certificates, real estate investment funds and venture capital investment funds,
- Circuit breaker for all equities is triggered at 5% and in downward trend only,
- Order collection period for circuit breaker is 15 minutes for all equities.

The above trading rules can be updated by Borsa İstanbul. You can access the current trading rules on the Borsa İstanbul website: "<https://www.borsaistanbul.com/en/sayfa/2886/markets>".

I agree and declare that I have read and understand the above-detailed trading rules in relation to the stocks in the markets of Borsa İstanbul A.Ş. Equity Market, which are listed above, and that I am aware of the risks.

CUSTOMER(S)

NAME AND SURNAME :.....

SIGNATURE :.....

HSBC YATIRIM MENKUL DEĞERLER A.Ş. CONTINGENCY PLAN**• Purpose:**

1. To raise awareness among employees and customers in relation to the contingency management and precautions to be taken for the continuation of the transactions, if the HSBC Yatırım Menkul Değerler A.Ş.'s systems become completely or partially unusable,
2. To take the necessary precautions during a contingency and thus:
 - * Ensuring that customer services are affected only at a minimum level,
 - * Reducing the recovery and adjustment costs,
 - * Minimizing the risk of loss of lives and financial losses.

• General Operation:

- * Any information, reports and financial statements that are required to be stored to ensure the business continuity of HSBC Yatırım Menkul Değerler A.Ş. and so that it can continue its activities without any difficulties on the part of the customer, and any records that are required to be stored in accordance with the current legislation are maintained in the electronic environment. Back-up systems are at different locations.
- * Records and documents in relation to the Financial Statements are stored not only physically in the Archive Center, but also in electronic form. Any contracts that are executed by the company and the customers, and all the accompanying documents are stored in fire-proof cabinets.
- * Those responsible for the implementation of the contingency plan have been notified to the official bodies.

• Contingency Workflow:

- * During account opening, customers are informed on how the business continuity shall be maintained in contingencies and the relevant workflow procedures, and an announcement is made on the Bank's website in a contingency where the system is not damaged.
- * When a contingency is experienced, all the relevant government agencies, particularly the CMB, Borsa Istanbul and MKK, are informed about the scope of the contingency, its effects, the measures that are taken and the actions to be taken by using the fastest communication tool.
- * Alternative work centers have been identified in Istanbul and Izmir for contingencies.
- * Supply and Continuity of Alternative Communication Channels with Investors; Ex-Api System, Remote Access Systems and VIOP connections shall be made from different locations.
- * Operational Risk Assessment, Including Financial and Information Communication Infrastructure; In contingencies, the required number of personnel shall work at the predetermined location in order to carry out the operations and ensure that the operations run smoothly.
- * Periodic tests are conducted for back-up systems to be used in a contingency where the systems are damaged.
- * In case the buildings and systems are lost completely or partially within or outside working hours, our valued customers shall continue to be served by our call center at 0850 211 0 111. If the aforementioned line does not work, the new call center number shall be announced to our customers as soon as possible under the conditions at the time.

SUB-CUSTOMER DECLARATION UNDERTAKING FOR FOREIGN BANKS AND INTERMEDIARY FIRMS

Regarding the capital market transactions, I shall carry out through HSBC YATIRIM under the Framework Agreement for Capital Market Transactions, which I signed with HSBC YATIRIM, I shall carry out the Transactions under the Agreement on my own behalf, but for my sub-customers. I agree and undertake that I am obliged to submit and declare the identity information of the customers for whom I perform transactions, to the competent regulatory bodies and institutions in Turkey, including the Capital Markets Board, and HSBC YATIRIM upon request, and that I shall act in accordance with such obligation.

ANNOTATION ON CUSTOMER CLASSIFICATION

I. Relevant Legislation Provisions

The classification of the CUSTOMER shall be handled as per Articles 29-32 of the Investment Institutions Communiqué issued by the Board. The regulations made by the subject matter Communiqué in regards to the classification are as follows:

1. Customer classification

- a) Investment institutions must classify all their customers as professional or general customers according to the principles specified in the Investment Institutions Communiqué, and provide services in compliance with such classification, and fulfil their obligations pursuant to the classification of customers.
- b) In classifying their customers, the investment institutions must inform their customers of their classification as per the Investment Institutions Communiqué and their rights to change their classification as per the provisions of relevant regulations.
- c) The customer is obliged to inform the investment institution of any circumstance that could affect the classification s/he is subject to, and on the other hand, the investment institution, upon learning the circumstances affecting the classification of the customer, is obliged to carry out the necessary action to perform the obligations prescribed in the legislation. Within the framework of the foregoing principles, the Customer shall be responsible for the accuracy and updating (when necessary) of the information provided.
- d) Investment institutions are obliged to request from customers the documents to certify their classification as a professional customer and to maintain the same for a period designated in line with the regulations of the Board regarding documents and records.

2. Professional Customer and General Customer

- a) "Professional Customer" refers to the customer that can take his/her own investment decisions being in possession of the experience, knowledge and expertise to assess the risks s/he will be undertaking. For a customer to be considered professional it must be one of the entities listed below or in possession of the qualifications indicated:
 - i. Intermediary firms, banks, portfolio management companies, collective investment agencies, pension funds, investment funds, insurance companies, mortgage financing institutions, asset management companies and entities equivalent to the foregoing but domiciled overseas.
 - ii. Retirement and provident funds that have been established pursuant to Provisional Article 20 of Social Insurance Law No. 506 dated 17/7/1964.
 - iii. Public entities and institutions, Central Bank of the Republic of Turkey, and international enterprises such as the World Bank and International Monetary Fund.
 - iv. Other institutions that are considered to be similar in nature to the entities listed above by the Board.
 - v. Entities that qualify for at least two of the following requirements; asset total of TRY 50,000,000, annual net earnings of TRY 90,000,000 and equity capital in excess of TRY 5,000,000.
 - vi. Customers considered to be demand-based professionals defined in Article 32.
- b) Prior to offering any services or providing operations, the investment institution must inform its professional customers in writing as to the provisions of legislation that they would not be able to benefit from.
- c) When the Customer does not want to be considered a professional customer and informs the investment institution of their request in writing, the investment institution shall be obliged to take this request into consideration.

- d) Customers who do not fall within the scope of professional customer definition are considered “general customers”.

3. Customers that can be considered as professional customers based on demand

- a) General Customers in possession of the following qualifications can benefit from the services offered by the investment institution as professional customers upon making a written request and proving that they are in possession of at least two of the following requirements. For a customer to be considered a professional customer, s/he must at least meet two of the following terms:
 - i. Must have realized at least 10 capital market transactions with a volume of at least 500,000 TRY in each 3-month period within the last 1 year in the markets subject to the request,
 - ii. Must have financial assets in excess of 1,000,000 TRY in total including the cash deposits and capital market instruments in possession,
 - iii. Must have occupied a senior executive level position in the field of finance for at least a period of 2 years, or worked as a specialist in the capital markets for a period of at least 5 years, or must be in possession of a Capital Market Activities Advanced Level License or a Derivative Instruments License.
- b) The amounts indicated herein can be changed by the Board if deemed necessary.
- c) Within the scope of the qualified investor definition included in the relevant regulations of the Board, in determining the demand based professional customers, the ones that meet only the terms of sub-paragraph (ii) of paragraph one of this article are considered qualified investors.

II. Legislation Provisions that Professional Customers Cannot Benefit From

- a) *Provided that a written approval is obtained, it would not be necessary to receive confirmation of assets in custody.*

According to Article 68, paragraph one of the Investment Services Communiqué, titled, “Reconciliation between the Customer and the Custodian Entity”, customers who are offered custodian services, and the internal controls unit or personnel of the investment institution authorized for custodian services must reconcile in regards to the capital market instruments and cash belonging to the customer at least once every calendar year in writing or electronically. Pursuant to paragraph two of the same article, it would not be necessary to conduct the reconciliation process stated in paragraph one if the written approval of the professional customer is obtained.

- b) *Provided that an agreement is executed, it would not be mandatory to make a monthly declaration as to the balance of the assets maintained in custodian accounts:*

According to Article 69, paragraph one of the Investment Services Communiqué, titled, “Notification pertaining to Customer Assets”, it is necessary for the investment institution authorized for custodian services to issue customers a notification at least once a month in regards to the capital market instruments and cash belonging to the customer within the framework of the principles included in the document and record regulations of the Board; however, it is possible to sign an agreement with the professional customer for not making a monthly notification or mention the same in the framework agreement.

- c) *It is not mandatory to conduct a compatibility test:*

Although the investment institutions are required to subject the general customers to the compatibility test within the scope of their activities to broker trades and public offerings, they are not required to run such a test for the professional customers. In connection with this, professional customers are required to decide whether the products and services offered by the investment institution are suitable for their own requirements.

- d) *Additional risk disclosures other than those in the General Risk Notification Form are made upon request:*

Within the scope of the intermediary trading services provided, investment institutions, in addition to the general risk reporting, shall be required to explain to the customers the risks associated with capital market instruments subject to the transaction and obtain their written declarations as to reading and understanding the text, prior to offering any



services to general customers. Although there is no such obligation where the professional customers are concerned, they are still entitled to request that these explanations also made to them. However, HSBC YATIRIM requests from its professional customers to sign the Basic Information Document and Preliminary Information Form that summarize the risks of relevant products prior to performing any capital market transactions.

III. The CUSTOMER's Declaration

The CUSTOMER;

hereby accepts and declares to have been sufficiently informed as to the principles and procedures as well as the related provisions of the legislation pertaining to the customer classification prior to carrying out capital market transactions within the scope of this Agreement before HSBC YATIRIM;

and to be responsible of the accuracy and when necessary updating of the information and documents provided in relation to the classification,

and that the products and services are provided pursuant to his/her requests within the scope of the Agreement and to have been warned by HSBC YATIRIM that s/he will not be provided any recommendations and suggestions regarding the subject,

and that it would be at HSBC YATIRIM's discretion to decide whether the products determined to be unsuitable for him/her as a result of the Risk Tolerance Questionnaire and Suitability Test can be made available upon his/her request and if they are decided to be offered then s/he would be solely responsible for the consequences and risks associated with these investments.

I agree and declare that I have read, understood and accept the Special Provisions for Intermediary Services in Trading consisting of 8 Articles, the General Framework Agreement for Capital Market Transactions consisting of 5 articles, the Framework Agreement for Capital Market Transactions consisting of 26 articles and all the annexes as of Page 44, and I have been handed a copy of the documentation consisting of this agreement and its annexes.

CUSTOMER(S)

NAME AND SURNAME :.....

SIGNATURE :.....

ANNEX:9**Remittance Order to Investment Account**

HSBC BANK A.Ş. BRANCH

I/we agree, declare and undertake that I/we authorize your Bank to settle any negative balances (my/our debts) that may occur at my/our joint and/or individual investment account at HSBC Yatırım Menkul Değerler A.Ş. due to the trading of Capital Market Instruments by transferring the required amounts with no limitations to my/our joint or individual investment account with the number from my/our joint or individual demand deposit account with the number at your Branch and/or my/our investment account linked to this account and/or my/our foreign exchange account linked to this account, without having to serve a prior notice/notification to me/us; and to transfer the required amounts to my/our joint or individual investment account with the number at HSBC Yatırım Menkul Değerler A.Ş. for this purpose by liquidating any mutual fund, fixed income/variable income security, Eurobond and other capital market instruments as well as any foreign currency and other assets owned by me/us without having to serve a prior notice/notification to me/us; I/we further agree, declare and undertake that no additional instructions by me/us are required for such transfers, as per the provisions of the General Framework Agreement for Capital Market Transactions and Framework Agreement for Capital Market Transactions which are executed by and between HSBC Yatırım Menkul Değerler A.Ş. and me individually and/or us jointly; that this instruction of mine/ours shall be valid, unless otherwise instructed by me/us in writing, as long as the Framework Agreement for Intermediation in Submission of Orders for Capital Market Transactions remains in force; that I/we shall have no objections to transfers to be made pursuant to this instruction of mine/ours; and that I/we irrevocably release your Bank/Company in the broadest sense for such transactions.

CUSTOMER(S)

NAME AND SURNAME :

SIGNATURE :



ANNEX:10

Remittance Order to Bank Account

HSBC Yatırım Menkul Değerler A.Ş.

I/we agree, declare and undertake that I/we authorize your Company to transfer the values of the sell orders which I/we shall submit through HSBC Bank A.Ş. for the sale of Capital Market Instruments under the General Framework Agreement and the Framework Agreement for Capital Market Transactions, and the dividend values to be obtained due to Capital Market Instruments that I/we own with no limitations to my/our joint or individual demand deposit account with the number at the Branch of HSBC Bank A.Ş. from my/our joint or individual investment account with the number at your care without having to serve a prior notice/notification to me/us; and I/we further agree, declare and undertake that no additional instructions by me/us are required for such transfers; that this instruction of mine/ours shall be valid, unless otherwise instructed by me/us in writing, as long as the Framework Agreement for Intermediation in Submission of Orders for Capital Market Transactions remains in force; that I/we shall have no objections to transfers to be made pursuant to this instruction of mine/ours; and that I/we irrevocably release your Bank/Company in the broadest sense for such transactions.

CUSTOMER(S)

NAME AND SURNAME :.....

SIGNATURE :.....

ANNEX:11**HSBC YATIRIM NOTIFICATION FORM FOR TRADING RULE SET**

The Customer can communicate his/her order through his/her account with HSBC Yatırım Menkul Değerler A.Ş. using trading rooms or alternative distribution channels*.

A transaction can be made in trading rooms only by being a customer identified for the trading room. Only the customers whose Risk Tolerance Questionnaire and Suitability Test results in “Very High Risk” and whose client segment is Premier can become customers identified for trading rooms. Trading room identified customers can also make transactions through alternative distribution channels.

In the event that the client segment is changed to a segment other than the Premier, or the Risk Tolerance Questionnaire and Suitability Test lose validity, or the Risk Tolerance Questionnaire and Suitability Test result is updated as being a risk level other than “Very High Risk”, the customer can only make transactions through alternative distribution channels, but not through the trading room.

For non-trading room identified customers, transactions can only be performed through alternative distribution channels* where the relevant product exists.

Non-trading room identified customers are registered as alternative distribution channel identified customers. Balances that occur after the sales transaction and remains in the account at HSBC Yatırım Menkul Değerler A.Ş. of the alternative distribution channel identified customers, are not invested if the customer does not request for another investment in their account at HSBC Yatırım Menkul Değerler A.Ş. at day ends, or they are invested with HSBC Portföy Money Market Fund through Auto Fund** account.

In the event of a transaction in trading rooms; balances that occur following the sales transaction and in the customer's account at HSBC Yatırım Menkul Değerler A.Ş. are transferred to the checking account at HSBC Bank A.Ş. twice a day, daily between 05.00-06.00 in the morning and between 17.00-18.15 in the evening. In order to have this particular balance to be invested in this way, the account at HSBC Bank A.Ş. must have an Active Account or Modern Account identified on it. Following the identification of an Active Account or Modern Account, the balance that occurs in the checking account will automatically start gaining interest within the framework of the rules of the relevant account features. In cases where there is no Active Account or Modern Account, there will be no investment performed for the balance in the checking account.

In order to transfer the remaining balance in the HSBC Yatırım Menkul Değerler A.Ş. account to the checking account at HSBC Bank A.Ş., and perform investment on it, there has to be

- an Active Account
- a Modern Account

identified on behalf of the Customer, and the Customer will be expected to sign the required documents at this stage.

IMPORTANT WARNING: This information form does not guarantee that the active/modern account will be opened for the account. If there is an investment request for the inactive balance left in the account, you will need to sign an instruction for Active Account or Modern Account as well. The opening of a modern/active account is possible through submitting an instruction for modern/active account opening to the customer representative at the time of onboarding.

**Alternative distribution channels include online banking, mobile banking and telephone banking, and they may vary depending on the product.*

***Auto Fund Account: The Customer's balance after the selling of shares in his/her HSBC YATIRIM account will be subject to investment within the context of auto fund account by means of buying HSBC Portföy Money Market Fund.*

HSBC YATIRIM MENKUL DEĞERLER A.Ş.