

**BONDED WAREHOUSE  
(BİSTANTREPO)  
PRECIOUS METALS AND PRECIOUS STONES  
CUSTODY SERVICE AGREEMENT**

**1. Parties to Agreement**

<b>1.1 User in whose name precious metals are kept in custody</b>	
Title	..... (hereinafter to be shortly referred to as the “User”)
Address	
Contact Information	

<b>1.2. Bonded warehouse operator offering custody services</b>	
Title	BORSA İSTANBUL A.Ş. (hereinafter to be shortly referred to as the “Exchange”)
Address	Reşitpaşa Mahallesi, Borsa İstanbul Caddesi No: 4, 34467 Sarıyer/İstanbul
Contact Information	Telephone: <b>0212 298 21 00</b> Facsimile: <b>0212 298 25 00</b> Registered Electronic Mail Address: borsaistanbul@hs03.kep.tr

**1.3** The Exchange and the User shall hereinafter be shortly referred to individually as a “Party” and collectively as the “Parties”.

**1.4** The User has designated its address given in Article 1.1 of this Agreement as its notice address. Unless and until a change of address is duly notified to the Exchange in accordance with the procedure defined in Article 1.5 hereof within no later than 7 (seven) days following the date of change, the notices sent to the last designated address of the User will be deemed to have been made to the User.

**1.5** Under this Agreement, each Party will send all types of notices to the correspondence address of the other Party designated in Article 1.1 or 1.2, of this Agreement by registered mail with a return request, or via a notary public, or deliver the same by hand to a natural person duly appointed and authorized by the receiving Party to take delivery of notices in its name and on its behalf, against a duly signed acknowledgement of receipt. Photocopies of documents are not accepted. Documents will be delivered by hand at the same address, and the original document will be deemed to have been officially delivered against an acknowledgement of receipt duly signed by the natural person

duly appointed and authorized by the receiving Party to take delivery of notices and correspondences in its name and on its behalf.

To expedite the process, correspondences may also be sent by fax or e-mail. These correspondences are to be sent to fax numbers or e-mail addresses designated by the Parties in this Agreement. If the Party sending fax or e-mail message is the User, even in correspondences sent by and/or email, to the extent it is made possible by the technology used therein, a confirmation will be requested from the Exchange as to the delivery of the subject message. If this is not possible, the original copies of all correspondences sent by fax and/or e-mail will also be immediately sent by registered mail with a return requested or via a notary public, or be delivered by hand in accordance with the terms and conditions set forth in this article.

In the case documents are accepted by fax or e-mail, the periods of time specified in this Agreement or in the applicable laws will begin with the acknowledgement of receipt of the subject document by the Exchange or upon delivery of the document's original copy with wet-ink signature by registered mail, return requested via a notary public, or by hand. If the sending Party is the Exchange, the date of delivery of message by fax or e-mail will be treated as the date of notification. The provisions of paragraph 3 of Article 18 of the Turkish Commercial Code no. 6102 pertaining to notifications are, however, reserved.

## **2. Definitions and Abbreviations**

**2.1.** For the purposes and in the context of this Agreement, the following terms and expressions shall have the meanings ascribed thereto beside each of them:

<b>Decree no. 32</b>	:	Decree no. 32 on Protection of the Value of Turkish Currency promulgated in the Official Gazette edition 20249 on 11/08/1989, and
<b>Bonded Warehouse Operator</b>	:	Borsa İstanbul A.Ş., and
<b>Bonded Warehouse Supervisor/ Supervisors</b>	:	Directorate employees assigned and appointed by Borsa İstanbul Precious Metals and Precious Stones Market Operations Director, and
<b>Bonded Warehouse/BISTANTREPO</b>	:	Borsa İstanbul Precious Metals and Precious Stones Bonded Warehouse operated by Borsa İstanbul, and
<b>Declared Value</b>	:	Total value declared for Precious Metals and Precious Stones delivered by the User, and
<b>Exchange / Borsa İstanbul Exchange Vault Officer</b>	:	Borsa İstanbul Anonim Şirketi, and Vault officers assigned at the vaults of the Exchange, and
<b>Handling</b>	:	Such operations as carriage, relocation, and transfer to or placement in different containers or palettes, of Precious Metals and/or Precious Stones entered or exited, at the surveillance stage, without changing features thereof or giving harm thereto, and

<b>Commodity</b>	:	Precious Metals and/or Precious Stones defined in the Decree no. 32 and eligible for keeping in a bonded warehouse, and
<b>Administration</b>	:	Customs Administration and/or Directorates, and
<b>Site of Vault</b>	:	Inside of vault of Precious Metals, and
<b>VAULT Application</b>	:	A software used to monitor and follow up the accounts and officers of the members or other institutions in respect of the Precious Metals and/or Precious Stones kept in the Vault, and to perform all kinds and types of entry-exit, blocking, transfer, etc. operations, and
<b>Know Your Counterparty</b>	:	The ‘know your counterparty’ rule in business deals, and
<b>Vault / Safe</b>	:	A safe space operated by Borsa Istanbul and used for physical settlement of the trades executed in market and where related Precious Metals and/or Precious Stones are kept, and
<b>KEP (Registered Electronic Mail)</b>	:	Registered Electronic Mail system, and
<b>Precious Metals</b>	:	Precious Metals identified with their standards in the Decree no. 32, and
<b>Precious Stones</b>	:	Precious Stones defined in the Decree no. 32, and
<b>KMP (PMM)</b>	:	Precious Metals Market, and
<b>User</b>	:	Natural persons or legal entities delivering / receiving Precious Metals and/or Precious Stones to / from the bonded warehouse within the frame of a permission granted by the Exchange, and
<b>Authorized Officer of User</b>	:	Natural persons authorized by the User to deliver Precious Metals and/or Precious Stones to the bonded warehouse and receive the same from the bonded warehouse, and
<b>MASAK</b>	:	Financial Crimes Investigation Board, and
<b>Metal Price</b>	:	A price calculated separately for each type of precious metals and each price type in the Precious Metals Market and announced in the Exchange’s corporate internet website, and
<b>Refinery</b>	:	Refineries that are included in the Refineries List issued by the Exchange, and of which Precious Metals are traded in the Exchange, within the frame of regulations issued by the Ministry of Treasury and Finance, and
<b>Refineries List</b>	:	A list containing refineries accepted by the Exchange and announced in the Exchange’s corporate internet website, and

<b>Services / Services Provided</b>	:	Services of storage and keeping of Precious Metals and/or Precious Stones in the bonded warehouse under a mutual agreement, and
<b>Registration</b>	:	Quotation by initial trading in the Precious Metals Market of Precious Metals imported or produced out of ore, and
<b>Receipt of Delivery</b>	:	A certificate indicating quantity, features and date of receipt of commodities, and
<b>YGM (ACB)</b>	:	Authorized Customs Broker.

### **3. Subject of Agreement**

**3.1.** This Agreement covers the delivery of Precious Metals and/or Precious Stones by Users to the Bonded Warehouse operated by the Exchange, and receipt of them from the Bonded Warehouse, and safekeeping of Precious Metals and/or Precious Stones in the Bonded Warehouse under the following terms and conditions.

#### **4. Site of Bonded Warehouse**

**4.1.** Site of the Bonded Warehouse is the campus of Borsa İstanbul at the address of Yenibosna Merkez Mahallesi, Ladin Sok. No:24 – Bahçelievler 34197 İstanbul.

#### **5. Precious Metals and/or Precious Stones That May be Accepted to Bonded Warehouse**

**5.1.** The Bonded Warehouse is used only for safekeeping of Precious Metals and/or Precious Stones, and only Precious Metals and Precious Stones defined in the pertinent regulations of the Exchange and regulated by the Decree no. 32 are accepted to the Bonded Warehouse.

**5.2.** The Exchange may unilaterally and in its convenience change temporarily or permanently its practices regarding the Precious Metals or Precious Stones acceptable to the Bonded Warehouse without sending a prior notice and without being liable to justify it.

#### **6. Regulations on Commodities' Delivery, Acceptance and their Exit from the Bonded Warehouse**

**6.1.** Commodities are accepted and received into the Bonded Warehouse pursuant to the Exchange's own internal regulations and within the frame of the applicable laws and regulations. Depending on the purposes of delivery of Commodities to the Bonded Warehouse and purposes of safekeeping and use therein, the Exchange requests the required information and documents, and if found ineligible, does not permit entry of Commodities into the Bonded Warehouse.

**6.2.** Commodities from the Bonded Warehouse may exit in three ways, namely import, export or transit operations within the frame of the applicable laws and regulations. The Commodities may exit from the Bonded Warehouse by submitting a customs declaration for all of these three operations pursuant to the customs laws and regulations.

## **7. Responsibilities of User**

**7.1.** The User is under obligation to pay within the specified period of time the fees accrued in consideration of the Bonded Warehouse services. In case of a default, the assets in the Bonded Warehouse are blocked without any additional notification. These assets are unblocked after collection of the outstanding debts of the User, together with delay/default interest. For the debts unpaid within 30 (thirty) days following the date of default, the pledged Commodities are turned into cash, and the outstanding debts are recovered out of the proceeds of the sale of them.

**7.2.** The User sends in advance the identity information and statement signatures of the Duly Authorized Officers of User to the Exchange

**7.3.** The User who makes the delivery of the Commodities is solely responsible for the compliance of the delivered Commodity with the qualifications identified by the legislation and declared quantities, and for its explicit or implicit defects, regardless of the date these defects occurred and/or identified. The User hereby declares, agrees and undertakes in advance that the Exchange will in no event be held liable for any such non-conformities or defects, and that the User will be solely and personally liable for all such non-conformities or defects pursuant to this Agreement and the applicable laws, and that whether the Exchange takes any action or not, the User will be liable for indemnity if the Exchange is harmed by any kind of damage and loss, including, but not limited to, the payments made by the Exchange to third parties.

**7.4.** The user is responsible for the compliance of the Commodities with the declaration.

**7.5.** The User, receiving Bonded Warehouse services, may not, without prior written consent of the Exchange, disclose and/or use as a means of advertisement in printed press, visual and social media and/or in any other medium any news, visuals or advertisement showing that said services are provided to the User by the Exchange.

**7.6.** Upon receipt of the Commodity from the Bonded Warehouse, the User is individually obliged to control whether such Commodity is the originally delivered Commodity and whether there are any defects or damages. Except for the claims and allegations regarding the damage to the Commodity, if the User has any objections to issues covered by its obligation of inspection as to the Commodity received from the Bonded Warehouse, then the User is liable to notify its objections to the Exchange before receiving the Commodity from the vault, or otherwise, the User cannot lay any claim. Claims and allegations regarding the damage to the Commodity received by the User may only be raised and stated in the Receipt of Delivery signed at the time of receiving the Commodity, and the User cannot subsequently raise any objections, claims or allegations.

**7.7.** The Commodity entry into the Bonded Warehouse is made over the quantity determined by the Administration. If the Administration does not make any decision, then, the Commodity entry into the Bonded Warehouse is not accepted. The User applies to the Administration to determine the quantity of its Commodity.

**7.8.** If the User plans to exit its Commodity from the Bonded Warehouse through import, then the exit may be realized only by the Exchange members as an import within the frame of the applicable laws and regulations.

**7.9.** If the User plans to exit its Commodity from the Bonded Warehouse through export or transit, then, before the delivery of Commodity to the Exchange, the information and documents showing proof of the source of Commodity and its location of destination will be submitted by the User within the frame of the Exchange's responsible supply chain regulations. If and to the extent these documents are inadequate, permission for the Commodity's exit from the Bonded Warehouse is not granted until the documents are complete.

**7.10.** For delivery of the Commodity, the taxes and duties, if any, levied on the Commodity must have been fully paid. Documents showing that the said taxes have been paid are submitted by the User to the Exchange. It is the responsibility of the User to control the payment of taxes.

**7.11.** The Authorized Officer of User receives the Commodity, previously placed in the Bonded Warehouse, by counting and checking them under supervision of the Exchange Vault Officers and the Bonded Warehouse Supervisor.

## **8. Rights of User**

**8.1.** Bonded Warehouse usage period is unlimited.

**8.2.** If the User faces a problem in access to the Vault Application, the User may at all times request from the Exchange detailed information about its Precious Metals kept in the Bonded Warehouse.

**8.3.** The Precious Metals kept unregistered in the Bonded Warehouse accounts may be removed from the related accounts without being registered in the Precious Metals Market.

## **9. Exchange Obligations**

**9.1.** The Exchange checks the identity information of the Authorized Officer of User to determine whether they are the officers previously named and designated to the Exchange or not.

**9.2.** The Exchange takes all of the actions and measures for protection of the Commodity delivered by the User against theft, loss and destruction risks, and exercises due care and diligence in order to provide its custody services at the highest standards.

**9.3.** The Exchange checks and records the refinery stamp, serial numbers and quantity of the Precious Metals and the identity and address information of the User delivering the Precious Metals, in order to keep in the name and account of the User the Precious Metals delivered in the name of the User.

**9.4.** The Exchange provides the User with a right of access by using a password to the Vault Application for monitoring and follow-up of its Precious Metals and/or Precious Stones kept in its custody account.

**9.5.** It is the responsibility of the Exchange to take out insurance for the Commodity covered by its custody services. To this end, the Exchange will endeavour to buy the most comprehensive insurance for the Commodities.

**9.6.** The Exchange keeps full and accurate records relating to the Commodities in the Bonded Warehouse, and keeps its records for a period of five years. In case of a discrepancy, the Exchange's

records shall prevail at all times. The Exchange is authorized to correct the wrong records, and in this case, the Exchange sends the corrected records to the User.

**9.7.** Bonded Warehouse entrance, exit and safekeeping practices are carried out according to the Exchange's rules under the Customs Bonded Warehouse Regime.

**9.8.** All actions and transactions after entrance to the Site of Vault are carried out according to the Exchange Vault Instructions.

**9.9.** After acceptance of the Commodity to the Bonded Warehouse, a memorandum issued for such acceptance is delivered to the User.

**9.10** If the authorized personnel of the Authorized Customs Broker incur any expenses for transporting to KMKTP (Precious Metals and Precious Stones Market) Yenibosna campus for entry into the Bonded Warehouse, such expenses will be borne and paid by the Exchange.

## **10. The Rights and Powers of Exchange**

**10.1.** The Exchange conducts the required investigations within the frame of the "know your counterparty" rule pursuant to MASAK regulations about those wishing to deliver Commodities to the Bonded Warehouse. Furthermore, prior to delivery of each Commodity to the Exchange, the information and documents required as per the responsible supply chain regulations published by the Ministry and the Exchange are requested and examined.

**10.2.** The Exchange is empowered to apply all kinds of legal restrictions such as injunction, attachment, pledge, etc. that may be imposed on the Commodity held in custody in the name of the User, and to give information to the related official authorities.

**10.3.** The Exchange has all kinds of physical control rights on the Commodity to be accepted to the Bonded Warehouse. Starting from the moment of entrance to the Site of Vault, the actions and transactions described in the Exchange Vault Instructions will be taken and carried out. Delivery and receipt operations are conducted within the frame of the Principles on Physical Entrance and Exit of Precious Metals to/from Vault as determined by the Exchange, in addition to the related provisions of this Agreement.

**10.4.** The Exchange has the authority to deny any deliverable Commodity without being liable to justify its decision. However, in this case, the Exchange urgently advises its decision to the User.

**10.5.** The Exchange is also authorized to refuse any service demanded by the User without being liable to justify its decision.

## **11. Value of Commodities Kept in Custody**

**11.1.** The maximum indemnification liability of the Exchange arising out of safekeeping and its obligations regarding the Declared Value is determined depending on the related Commodity's then-existing market value.

**11.2.** Then-current value of Precious Metals kept in custody in the Bonded Warehouse is determined over the net quantity of Precious Metals and the Metal Price valid as of the date of calculation and announced by the Exchange, while then-current value of Precious Stones is determined according to an appraisal to be conducted by the appraisers designated by the Exchange.

## **12. Fees, Commissions and Expenses**

**12.1.** In consideration of the storage, custody and Handling services covered by this Agreement, the User pays to the Exchange a commission to be calculated according to a tariff to be issued by the Exchange. Method and time of payment of this commission will also be determined by the Exchange. The Exchange has the right to unilaterally change or revise the rate, payment method and timing of said commission.

**12.2.** The Exchange gives back the Commodity under custody to the User upon its demand if and to the extent the User does not owe any outstanding debts for commissions and fees hereunder, providing that the Commodity is not subject to any change or restrictions arising out of this Agreement or the applicable laws and regulations.

**12.3.** All kinds of expenses, costs, fees, etc. expenditures to be incurred for operations, including, but not limited to, transportation of the Commodity to the Bonded Warehouse, and receiving, carriage and shipment from the Bonded Warehouse, and determination of quantity of Precious Metals by the Administration, will be incurred and paid by the User.

## **13. Confidentiality**

**13.1.** Unless otherwise ordered by the applicable laws and regulations, the Parties hereby agree and undertake all kinds of actions and measures in order to keep in strict confidence fully and at all times the information regarding the Commodity kept in custody hereunder and not to use or disclose the same to third parties for any purposes, other than the purposes of this Agreement. Information that may be requested about the Commodity by courts and other official authorities and bodies are, however, excluded from this confidentiality obligation.

**13.2.** The Administration is authorized to monitor and record the Bonded Warehouse. Furthermore, the Administration is entitled to take detailed reports through the Exchange system about the Commodities kept in the Bonded Warehouse. Use of such authorizations cannot be considered or treated as a breach of confidentiality.

**13.3.** The Exchange may collect and process personal data in order to provide the requested services to the User and to manage its relations with the User. The Exchange may disclose such types of information to the related regulatory bodies if and to the extent required by the laws and regulations. The Exchange may keep the User data for up to five years or for a period of time and in the format as required by the laws or for regulatory reasons.

## **14. Resolution of Disputes**

**14.1.** The Parties hereby accept that all kinds of disputes which may arise out of or in connection with this Agreement shall be governed by and construed according to the Turkish Laws, and shall be resolved by İstanbul (Çağlayan) Courts and Execution Offices.



## **15. Termination of Obligations of the Exchange, and Force Majeure Events**

**15.1.** If the Exchange determines that the User is subject to any sanctions, prohibitions or restrictions due to breach of the decisions of the United Nations, or the national laws or the laws and regulations of the European Union, then, the Exchange may refrain from performing its obligations towards the User. In this case, the User hereby declares, agrees and undertakes in advance not to raise any claims against the Exchange in connection therewith.

**15.2.** Natural disasters, fire, mobilization, strike, lockout and pandemic which do not exist as of the date of signature of this Agreement, and develop beyond the control of the Party affected, and cannot be prevented, foreseen or avoided by the Party affected despite care and diligence shown therein for, and make it impossible for the Party affected to perform its obligations arising out of this Agreement in full or in part or in a timely manner, and are not attributable to any fault of the Party affected therefrom shall hereinafter be considered and treated as force majeure events (“Force Majeure Events”). During the term of such Force Majeure Event, none of the Parties will be held liable towards the other Party due to its failure or delay in performing its obligations arising out of this Agreement, and accordingly, all liabilities and responsibilities of both Parties arising out of this Agreement will remain in suspension. The Party exposed to the Force Majeure Event will, immediately and in any case within maximum 5 (five) business days, report such event to the other Party in writing by also attaching the documents of proof, if any, relating to such occurrence and its effects and estimated period of time, and then, will take all kinds of actions in order to eliminate the negative effects of the Force Majeure Event, and to resume performing its obligations as in the past, and to fulfil all of its promises and covenants as soon as possible.

## **16. Miscellaneous Provisions**

**16.1.** None of the Parties may, without a prior written consent of the other Party, transfer or assign this Agreement or its rights and obligations arising out of this Agreement in full or in part to third parties, whether natural persons or legal entities. However, the terms and conditions of this Agreement will continue to be binding also on the persons or entities who may legally acquire the User (legal entity), together with all of its rights and obligations.

**16.2.** Unless specified otherwise in this Agreement, failure or delay of either Party to use any one or some of its powers or rights arising out of this Agreement does not construe as a waiver from its powers or rights. Furthermore, use of any such powers and rights once or in part does not eliminate the right to use the same more than once or in full. Waiver from any one of the provisions of this Agreement becomes effective only if it is made in writing and if the counterparty issues and signs a written statement of waiver from its rights of claim arising out of said waiver.

**16.3.** This Agreement and its exhibits constitute the entire agreement reached by and between the Parties hereto on the subject matters regulated by this Agreement, and as a whole, supersede and repeal all of the other agreements, representations, warranties or offers that may have been previously exchanged by and between the Parties on the same subject.

**16.4.** If one or some of the non-essential provisions of this Agreement become legally invalid in part or in full, and it is understood that the remaining provisions of this Agreement shall be enforceable in absence of said provision or provisions, then, such invalidity will affect only the said provision or provisions, and will not affect the validity and effectiveness of other terms and conditions of this Agreement.

**16.5.** In case this Agreement is executed in English and Turkish and in the event of any conflict or discrepancies between the versions, the Turkish version shall prevail.

## **17. Term and Termination of Agreement**

**17.1.** This Agreement is signed for an indefinite term.

**17.2.** The Exchange may at any time and in its sole convenience terminate this Agreement with an at least ten days' prior written notice without being liable to justify its decision.

**17.3.** If the User's legal personality is dissolved or the User becomes insolvent or files a petition for bankruptcy or legal proceedings are started for bankruptcy of the User, then the Exchange will be entitled to terminate this Agreement with immediate effect.

**17.4.** The User may terminate this Agreement only if and when it performs all of its liabilities and obligations arising out of this Agreement and does not have any outstanding debts, or otherwise, the User hereby declares, agrees and undertakes to be liable to indemnify and hold the Exchange harmless in cash and at once immediately upon its first demand from all damages and losses that may be suffered by the Exchange. .

**17.5.** Termination of this Agreement will not affect the rights and obligations of the Parties which have arisen until the date of termination, also including their rights of claim for indemnification regarding any breach of this Agreement existing prior to or as of the date of termination.

## **18. Legal Obligations Arising out of Agreement**

**18.1.** All kinds of taxes, duties and imposts, also including stamp tax, to be levied on this Agreement shall be borne and paid by the User.

## **19. Effective Date**

**19.1.** This Agreement becomes effective upon delivery to the Exchange of a copy of the Agreement duly signed by the User.

In Witness Whereof, this Agreement of X (?) pages, comprised of X (?) main and X (?) secondary articles, is executed in two original copies by and between the authorized officers named below on the dates shown below.

User's name Name & surname, seal and signature of duly authorized officers		Borsa İstanbul A.Ş.	
Date of Signature: .../.../.....		Date of Signature: .../.../.....	

Exhibit: Signature Circulars