

FRAME CONTRACT FOR THE PURCHASE AND SALE OF FOREIGN CURRENCY / PRECIOUS METAL

As Hakan Yetkili Müessese A.Ş., we are a Group "A" Authorized Institution that carries out our transactions under the Ministry of Treasury and Finance. The documents requested in accordance with Communiqué on Decision No. 32 on the Protection of the Value of Turkish Currency, which was put into effect with the Council of Ministers Decision dated 7/8/1989 and numbered 89/14391 (Communiqué No: 2018-32/45) and the Communiqué article regarding the obligation to sign a framework contract are presented to you below.

Sincerely

Hakan Yetkili Müessese A.Ş.

COMMUNIQUÉ ON DECISION NO. 32 ON THE PROTECTION OF THE VALUE OF TURKISH CURRENCY - ARTICLE 22

Group A authorized establishments are obliged to physically submit a draft of a written contract to the customer before they start to carry out foreign currency purchase and sale transactions to be made through the institutions that can make transfers with their customers with whom they will have a permanent business relationship. This contract is a framework agreement that generally regulates the continuous relationship between the authorized institution and its customer, is concluded once at the beginning and forms the basis of individual transactions.

DOCUMENTS AND INFORMATION REQUIRED FOR INDIVIDUALS

- Copy of ID (Place of birth information must be obtained separately for new ID cards.)
- Address information
- Phone number
- Business and Profession Information
- E-Mail Address
- Hakan Yetkili Müessese A.Ş. framework agreement

INFORMATION AND DOCUMENTS REQUIRED FOR THE COMPANY

- Current Tax Board
- Trade Registry Gazette (Foundation and end)
- Current Date Certificate of Activity
- Signature Circulars
- Power of Attorney (In case of transactions with a Power of Attorney)
- Signature statement (in case of transactions with a power of attorney)
- Copy of ID of the persons authorized to represent the legal entity
- Industry Registry Certificate (Current Visa Date) for BITT exemption
- Exporters Union Membership Information (in case of membership) for BITT exemption
- Hakan Yetkili Müessese A.Ş. framework agreement (Annex-1)



FRAMEWORK AGREEMENT FOR THE PURCHASE AND SALE OF PRECIOUS MINES

PARTIES

This Purchase and Sale Framework Agreement has been signed in order to determine the general principles of foreign exchange and/or Precious Metals purchase and sale transactions by and between:

At one side, HAKAN YETKİLİ MÜESSESE A.Ş. (hereinafter "HAKAN YETKİLİ MÜESSESE A.Ş")

And at the other side,..... (Hereinafter "Customer").

DEFINITIONS

Foreign Currency: Any foreign currency listed in the relevant legislation and other effective or registered currency that can be traded, provided that it is in compliance with the Legislation on the Protection of the Value of the Turkish Currency. (Foreign currency will be used effectively when appropriate)

Purchase Statement: Statements made by the Customer to HAKAN DÖVİZ or HAKAN DÖVİZ by all kinds of technological means, expressing their desire to purchase Precious Metals / Foreign Currency from HAKAN DÖVİZ.

Sale Statement: Statements made by the Customer to HAKAN DÖVİZ or HAKAN DÖVİZ by all kinds of technological means, expressing their desire to sell Precious Metals / Foreign Currency to HAKAN DÖVİZ.

DAB: means the Foreign Exchange Purchase Document issued as a result of the foreign exchange purchase transaction.

DSB: means the Foreign Exchange Sale Document issued as a result of the foreign exchange sale transaction.

Customer Number: It is the number given to each customer with which HAKAN DÖVİZ has a Framework Agreement.

Transaction Number: It is the number given specifically to each foreign currency purchase and sale transaction realized through transfers made by HAKAN DÖVİZ through transfer institutions.

Institutions That Can Make Transfers: These are authorized institutions representing banks, electronic money institutions and payment institutions, HAKAN DÖVİZ VE KIYMETLİ MADEN TİCARETİ YETKİLİ MÜESSESE A.Ş and its branches, electronic money institutions and payment institutions.

Debit Card: It is a card that is directly linked to the deposit account of the cardholder and given to bank customers in order to access the account via a password, to purchase goods and services, to withdraw money and to perform other banking services offered.

Prepaid Card: It is a card that is issued for the purpose of buying goods and services or withdrawing money, up to the amount of money transferred to the card, without being tied to a bank account, without providing personal information and filling out a form.

1- SUBJECT OF THE AGREEMENT

The subject of this Agreement is the determination and regulation of the rights and obligations of the parties, as well as the general conditions that must be complied with as a framework contract, without the need to sign a separate contract for each transaction, in transactions between Hakan Yetkili Müessese A.Ş. and the Customer regarding the purchase and sale of Foreign Currency-Precious Metals.

PRINCIPLES REGARDING ACCOUNT OPENING TRANSACTIONS

- **2.1** The principle of "Know Your Customer" is the basis of Hakan Yetkili Müessese A.Ş.'s customer acceptance policy, on the Law numbered 5549 on prevention of money laundering and terrorist financing. In this context, it is implemented by adopting a policy in line with the relevant international standards and applicable legislation.
- **2.2** The customer is obliged to submit all kinds of information and documents requested by Hakan Yetkili Müessese A.Ş. regarding the legislation or its practices to Hakan Yetkili Müessese A.Ş. in full. The information and documents given by the Customer shall continue to be valid until the Customer notifies the changes in its information and documents in writing.
- **2.3.** The customer declares and undertakes that the identity information and other information submitted are correct and complete, and that he will indemnify Hakan Döviz for any damages that may be incurred due to the fact that the statements given under this contract do not reflect the truth.
- **2.4.** Customer declares and undertakes that the precious metal or cash given to Hakan Yetkili Müessese A.Ş is not obtained due to the commission of criminal proceeds and/or acts constituting the crime of laundering proceeds of crime within the framework of Law No. 5549, and that these funds are not directly or indirectly linked to countries on the United Nations Security Council resolutions, sanctions issued by the European Union and the United Kingdom Treasury, OFAC sanctions issued by the US Treasury, other sanctions to which the precious metals market is subject, and the high risk and monitored countries list published by the FATF, and that that the customers have not violated the provisions of said decisions, sanctions and money laundering legislation.

CUSTOMER SIGNATURE AND STAMP



3- GENERAL PRINCIPLES REGARDING THE PURCHASE AND SALE OF FOREIGN CURRENCY AND PRECIOUS METALS

- **3.1** Each customer is given a separate Customer Number In accordance with the Communiqué No. 32 on the Protection of the Value of Turkish Currency 2018-32/45. A transaction number is assigned to each Foreign Currency and/or Precious Metal purchase and sale transaction made by the Customer and HAKAN DÖVİZ through institutions that can make transfers. The transaction number in question is indicated in the transfer instructions given by HAKAN DÖVİZ to the institutions that can make the transfer, and in the DABs and DSBs cut as a result of the transactions. HAKAN DÖVİZ carries out the follow-up of the transactions to be made with the customer and the reconciliation it will make with the institutions that can make the transfer regarding the transactions made with this transaction number.
- **3.2** HAKAN DÖVİZ is responsible for the complete transfer to the Customer of the Foreign Currency and/or Precious Metals or equivalent Turkish Lira purchased or sold by the Customer. Despite paying the amount of Foreign Exchange and/or Precious Metals that the Customer declares to be sold in cash to the Customer's account, without any preconditions, or delivering it to the Customer in the establishment, if the Customer does not deliver or send the Foreign Currency and/or Precious Metals that he/she declares to be sold to HAKAN DÖVİZ, within the same transaction day the customer is deemed to be in default without the need for any warning or provision. In such a case, the Customer is obliged to immediately compensate the transaction price and default interests and any damages incurred by HAKAN Foreign Exchange. The responsibility of the canceled transaction for any reason belongs to the canceling party. HAKAN DÖVİZ is not responsible if the amount is not transferred to the customer's account due to technical difficulties arising from the institutions that can make the transfer, in case a certifying letter is received from the relevant bank. If the customer claims otherwise, the burden of proof lies with the customer. In cases where a liability will be imposed on HAKAN DÖVİZ, HAKAN DÖVİZ can only be held responsible for the actual damages directly incurred by the Customer itself. HAKAN DÖVİZ is not responsible for lost profit, currency changes, indirect damages, moral damages or damages caused by third parties.
- **3.3** The Customer hereby declares and undertakes that if the customer re-purchases and sells the temporary TL or effective cash in HAKAN DÖVİZ on the same day without receiving them, the verbal statements he will give to HAKAN DÖVİZ are sufficient to carry out the transactions, and a written, wet-signed statement is not required; the Customer's statements over the phone that he/she buys or sells Foreign Exchange at the price notified to him/her are sufficient for the purchase and sale between him and HAKAN DÖVİZ to take place legally and commercially; and that however, that HAKAN DÖVİZ will not be liable in any way for transactions that could not be performed by HAKAN DÖVİZ.
- **3.4.** Whoever acts on his own behalf but on behalf of someone else has to notify the liable parties in writing for whose account he is acting before making these transactions" in accordance with Article 15 of the Law No. 5549 on the Prevention of Laundering Proceeds of Crime; in transactions that require identification to be made before or through obligatory parties. For this reason, in the event that he acts on his own behalf but on behalf of someone else, in the transactions he will carry out with all kinds of accounts opened with HAKAN DÖVİZ; Before making the transactions, the customer is obliged to declare in writing to HAKAN Foreign Exchange for whose account he is acting, and to receive the temporary cash and foreign currency generated by himself or by a person authorized by him. The customer has to inform HAKAN DÖVİZ in full at the same time as the transaction, to which bank account he/she wants these cash and foreign currency to be sent to. If the customer does not make such a notification to HAKAN DÖVİZ, HAKAN DÖVİZ The Customer's temporary cash and foreign currency are not paid in any way, regardless of how long they remain.
- **3.5.** The Customer hereby accepts that he will call the phones of HAKAN DÖVİZ in all his verbal transactions and transactions with HAKAN DÖVİZ, that the calls on these phones are recorded and that the recording of the calls is made for his own transaction security. The customer is obliged to make all purchase or sale statements to be made through all kinds of technological means, clearly and without hesitation. In the purchase or sale statements over the phone, the Customer is obliged to ensure that HAKAN DÖVİZ is called only by the authorities, and HAKAN DÖVİZ cannot be held responsible in this regard. In cases where the purchase or sale statements made over the phone are subsequently converted into written form, the validity of the statement on the phone is irrevocably accepted by the Customer in case there is a difference between the statement on the phone and the written statement.
- **3.6.** The transactions of delivering precious metals to Borsa İstanbul Precious Metals and Precious Stones Market Deposit Box and receiving precious metals from the Exchange Vault and precious metal movements in custody accounts at the Exchange will be made by the Exchange member. The delivery of the prices and collaterals of the precious metal purchase and sale transactions to the Exchange and/or the institution with which the Exchange has a contract and the collection from the Exchange and/or the institution with which the Exchange has a contract shall be fulfilled by the Exchange member, and in case of default, the Exchange member is liable to the Exchange.

CUSTOMER SIGNATURE AND STAMP



3.7. Customers pay a fee to precious metals intermediary institutions over the amount of transactions realized, with a maximum limit to be determined by the Board of Directors. This fee cannot be higher than the maximum rate (two and a half per thousand -0.0025) determined in accordance with the 18th article of Borsa Istanbul AŞ Regulation on Principles Regarding Exchange Activities Related to Precious Metals and Precious Stones published in the Official Gazette dated 19.10.2014 and numbered 29150.

4. APPLICABLE LAW

In matters that are not clearly stated and/or regulated in this contract, the regulations and communiqués of the Ministry of Treasury and Finance and Borsa İstanbul are the basic legislation. In cases where there is no provision in the legislation, general provisions are applied.

5. PROCESSING, DISCLOSURE OF PERSONAL DATA

Personal data is recorded, stored, protected, classified, updated and shared with third parties within legal limits, in the capacity of Data Controller and in the ways listed in the LPPD (Law on Protection of Personal Data) in accordance with the Regulations included in legal regulations such as Capital Market Law, Banking Law, Commercial Code, Tax Procedure Law, MASAK legislation - regarding the identification of customer's access information such as identity and address and keeping them within legal periods; and the information retention, reporting and information obligations stipulated by legal authorities such as TSPB, BIST, CMB, MASAK, BRSA, CBRT, Undersecretaries of Treasury;.

Your personal data at HAKAN DÖVİZ, which are required to be transferred legally, may be transferred to administrative and official authorities, to the direct and indirect shareholders of our Corporation, domestic and foreign subsidiaries, group companies and third-party companies with which it does business, and to our business partners, who provide support or service by our company, independent auditing companies, to institutions that are allowed to transfer information pursuant to the Capital Markets Law, to electronic media used for Capital Market activities, platforms and websites of our Agency, Capital Markets Board, Borsa İstanbul A.Ş., Turkish Capital Markets Union, Merkezi Kayıt Bürosu A.Ş., Official authorities and legal entities authorized by law to request customer information such as the Central Bank of the Republic of Turkey, Takasbank and Investor Compensation Center, where permitted by the legislation, domestic third parties due to legal obligations and within the framework of legal restrictions. In addition, it can be shared with partner institutions, program partners, parties with which it works with co-branding and third parties with which they cooperate, domestic / foreign banks, financial institutions in a certain way and in a limited way.

6. FORCE MAJEURE

The CUSTOMER acknowledges that due to Natural disasters and unusual market conditions that may significantly affect HAKAN DÖVİZ's operations, restrictions that Turkey or other countries may impose on foreign exchange regimes, commodity and precious metals markets; Economic, social or political disturbances that may occur in Turkey and/or the countries where the transactions are carried out; regional and/or global wars, national, regional or global economic crises and fluctuations and similar reasons or legal arrangements that can be made in Turkey and other countries; acts of public authorities or other events or causes that cannot be overcome by foreseeing them and taking due care ("Force Majeure"), he may not be able to fulfill his obligations arising from this contract and that he will not have any responsibility towards the customer.

7. RESOLUTION OF DISPUTES

The parties will primarily prefer the way of negotiation in the resolution of disputes that may arise from this contract and the brokerage, purchase and sale relationship. If the disputes cannot be resolved through negotiation between the Parties, Istanbul Courts and Enforcement Offices are authorized to settle such dispute.

8. TERM AND TERMINATION OF THE AGREEMENT

This contract has been drawn up and signed by the parties and entered into force on, and it will continue to be effective for indefinite term unless its termination is mutually agreed upon.

Customer Signature and Stamp

HAKAN DÖVİZ VE YETKİLİ MÜESSESE A.Ş. Stamp/ Signature



HAKAN DÖVİZ YETKİLİ MÜESSESE A.Ş.

HAKAN YETKİLİ MÜESSESE A.Ş. Know Your Customer Form*1	
TAX NUMBER / TR ID NO	
YEAR OF FOUNDATION	
COMPANY OFFICIAL	
PLACE / DATE OF BIRTH	
PHONE/FAX NUMBER	
E-MAIL ADDRESS/WEBSITE	
COMPANY ADDRESS / HOME ADDRESS	
SUBJECT OF ACTIVITY / PROFESSION	
SIGNATURE	

I/we hereby agree and declare that:

All information given in this document and in the accompanying documents is correct and valid from the moment of signing,

In case of any change in the information above and in the annexes, I/we will notify HAKAN YETKİLİ MÜESSESE A.Ş. in writing within 1 day at the latest,

Unless otherwise stated in writing by me/ us, I//we understand that HAKAN YETKİLİ MÜESSESE A.Ş will accept all information in this document and additional documents as valid, and

I/we will indemnify and keep harmless HAKAN YETKİLİ MÜESSESE A.Ş for all legal and commercial costs, loss and liability incurred due to any information, data, inaccuracy or related elements given above and in the additional documents.

^{1.} The information in this Form is requested pursuant to Articles 5-6 and 7 of Regulation 5549 on Prevention of Laundering Proceeds of Crime and Financing of Terrorism.