

SAFE DEPOSIT BOX AGREEMENT

(Name/Title/Address of Member or Visitor) ----- (hereinafter referred as the “Renter”)
and
BORSA İSTANBUL A.Ş.

Reşitpaşa Mahallesi Tuncay Artun Cd.
34467 Emirgan/Sarıyer-İstanbul (hereinafter referred as the “Exchange”)

have signed a safe deposit box agreement on the following terms:

- 1) The Renter shall not re-rent, make somebody, except the representative, use and transfer the rented safe deposit box to another person. However, the provisions of the agreement shall be binding in terms of institutions taking over the Renter legally with its rights and liabilities.
- 2) The safe deposit box has rented until to the date stated below.
- 3) The fee of safe deposit box shall be paid in advance on daily or annual basis. The Renter shall pay the safe deposit box fee and other fees to be paid in terms of this agreement in advance.
- 4) The Renter hereby signing this agreement has taken the key of the safe deposit box rented by itself. The key shall only be used by the Renter or the representative of. The Exchange does not accept any liability due to the Renter’s leaving the key on the safe deposit box. The Renter shall give the key back to the Exchange at the end of the date of this agreement or on the date when the agreement is terminated by the Exchange. In the event that the key is lost, the Renter shall notify the Exchange at once in written form. Otherwise, the Exchange cannot be held responsible for outcomes resulting from this case. Due to losing or not giving back the key, for breaking, changing and covering repair expenses 100 TRY is charged to the Renter.
- 5) Safe deposit box shall only be used for safekeeping of diamond and precious stone.
- 6) The Exchange disclaims any responsibility for value and amount of those put into the safe deposit box, and, besides, any responsibility for any damages and losses, to be occurred inside the box, arising from fire, earthquake, inundation, flood, belligerency, turmoil, theft, robbery etc.
- 7) Not only is the Exchange entitled to terminate this agreement at any time by noticing in written form and refunding the rental fee to the Renter for the time still not elapsed but also it is entitled to terminate the contract in case of non-observance of terms herein the agreement by the Renter. In the event that the Renter does not get back the key to the Exchange within 15 days as of the termination date, the fourth clause of this agreement hereinabove is applied.
 - a) In the event that the Renter does not pay the rental fee following the termination of the agreement or at the end of the determined time, or, despite notification, does not empty out the safe deposit box within 15 days and give the key of it back to the Exchange, It agrees and declares in advance that the Exchange is entitled to open and make an appraisal of the contents inside the box under the supervision of a notary public.
 - b) The Exchange may either take the contents of the box into custody as a bailee or rent the box to another one.
- 8) The parties have agreed that in the resolution of disputes stemming from this agreement, the Courts and Enforcement Offices in Istanbul are authorized.
- 9) Notification addresses of the parties have been stated above, in case of any change in the address is not notified to the other party, the notifications to be made to the above addresses shall be considered valid.
- 10) All the ex-posts and possible taxes, charges and other legal liabilities resulting from this agreement shall be paid by the Renter.

START DATE of the RENT	:	SAFE DEPOSIT BOX NO :
END DATE of the RENT	:	
NUMBER of DAYS	:	
DAILY RENTAL FEE	:	Rental Fee :
YEARLY RENTAL FEE	:	

MEMBER or VISITOR NAME/TITLE : BORSA İSTANBUL A.Ş.
NAME/SURNAME of two AUTHORIZED PERSONS :
JOB TITLES : Stamp&Signature
SEAL AND SIGNATURE :