Affirmative Covenant for Using BISTCONNECT

Super User Information	
Company Name:	
Super User Authorized for the Company	
Name and Surname:	
Personel ID Number or	
Personel Security Number*	
E-mail address**	
Mobile Phone Number***	

We hereby acknowledge, agree and covenant that;

- 1. The aforementioned identification details are true and belong to our employee, he/she has valid authorization/authorizations to represent necessary for acting for and on behalf of our Company in connection with all transactions to be carried out by him/her within the scope of BISTCONNECT application and/or other employee to be authorized for the purpose of BISTCONNECT application by him/her,
- 2 Our Company is liable for all transactions to be made out as a part of the existing and future services provided within the scope of BISTCONNECT application and all transactions shall be made by the aforementioned our employee and/or other personal to be authorized by our employee for and on behalf of our Company,
- 3. Borsa Istanbul A.S. is not obliged to check the authenticity, validity and completeness of any information and document sent to us within the scope of BISTCONNECT application and our Company undertakes the full responsibility in connection with such information and documents; in case Borsa Istanbul A.S. is held responsible by third persons and/or any official authority in connection with the transactions made by relying on the authenticity, validity and completeness of such documents and information, Borsa İstanbul A.S. is entitled recourse to our Company and we shall compensate all direct and/or consequential damages that may be suffered by Borsa Istanbul A.S.
- **4.** In case Borsa Istanbul A.S. is held responsible by third persons and/or any official authority in connection with a transaction made by us or any information and/or document to be sent by us within the scope of BISTCONNECT application, Borsa Istanbul A.S. shall recourse to our Company and we shall compensate all direct and/or consequential damages that may be suffered by Borsa Istanbul A.S.,
- **5.** We shall follow all security, confidentiality, commercial, intellectual property, etc. rules set by Borsa Istanbul A.S. for all members and users on BISTCONNECT system in the course of transactions to be made by our Company within the scope of BISTCONNECT

^{*}In case lack of such number, a number that is only know by user be typed. This security number will be used during password creation/reset processes in BISTCONNECT.

^{**}E-mail address is also the user name. Please provide a valid e-mail address that has been assigned to the super user by the organization.

application and we shall compensate all direct and/or consequential damages that may be suffered by Borsa Istanbul A.S. and/or any other real person or legal entity as a result of breach of such rules by us and Borsa Istanbul A.S. shall not be held responsible in connection with such breach by any reasons whatsoever.

- **6.** We shall make transactions of our Company over BISTCONNECT application by using the password/ code and single-use passwords ensuring personal/corporate security without signature of the authorized personnel,
- 7. We shall not held Borsa Istanbul A.S. liable for any direct and/or consequential damages as a result of blockage, seizure of our user account and etc.,
- **&** All BISTCONNECT transactions shall be made in consideration of the local time in Turkey and we accept that all expenses including all kinds of fees and commissions that may arise in connection with the transactions made by us shall be reflected to our Company and Borsa Istanbul A.S. shall not be held responsible for a part or all of such expenses,
- **9.** We understand that our employees with the aforementioned identification details may identify other real persons who are authorized employees of our Company as users for access to BISTCONNECT application and he/she may change the user information related with such users, activate users and passivate users within the scope of "Super User" authorization.
- 10. In case the employee authorized as "Super User" leave our Company or becomes incapable of maintaining this power, our Company shall notify Borsa Istanbul A.S. immediately in writing, other personnel authorized by our Super User personnel may continue to exercise their limited powers given to them,
- 11. In case a person authorized to make transactions over BISTCONNECT on behalf of our Company leaves the Company or becomes incapable of exercising his/her powers in connection with the existing BISTCONNECT transactions, we shall immediately terminate the authorization of this users upon occurrence of any of the aforementioned situations, in contrary, we shall compensate the direct and/or consequential damages that may be suffered by Borsa Istanbul A.S. and/or any real person or legal entity due to the failure of terminating the authorization of the such user,
- 12 Our employee authorized to make transactions over BISTCONNECT on behalf of our Company and our employee who shall be authorized by the Super User for making limited transactions in the name of our Company shall not test or jeopardize the security of Borsa Istanbul's information systems and they shall not attempt to breach the authorization procedures, guess passwords or collapse the system and engage in any other similar actions,
- 13. We know and accept that TL based BIST Stock Indices and Customer Indices were

divided by 100 as of 27th July 2020 (including this date), TL based BIST Stock Indices and Customer Indices values should be used by dividing by 100 and the divisors should be used by multiplying by 100 when using the data files provided in BISTCONNECT before 27th July 2020, and, additionally, some changes were made in index futures and options contracts traded on VIOP (Derivatives Market) due to the division of the indices by 100 and this situation should be considered when using the VIOP files before 27th July 2020, and Borsa İstanbul A.S. does not have any responsibility for the aforementioned issues,

- 14 We hereby declare, agree and acknowledge in advance that Borsa Istanbul A.S. does by no means warrant or guarantee the accuracy, completeness, inerrability, precision or intactness of any information provided in BISTCONNECT application, and therefore, Borsa Istanbul A.S. can by no means be held liable or responsible for any act or transaction of our Company effected in reliance upon such information, and we hereby irrevocably discharge and release Borsa Istanbul A.S. in connection therewith,
- **15.** Borsa Istanbul A.S. may send all kinds of information/ announcements on Borsa Istanbul A.S. to the aforementioned e-mail and/or mobile phone number and/or of e-mail or mobile phone number of our authorized personnel to be defined in the system by the Super User,
- 16 Books, microfilms, micro slips, computer and digital records, fax records and faxed letters as well as printouts thereof shall constitute valid, binding, final and exclusive evidences and this article serves as a written evidential contract in all kinds of disputes that may arise in connection with BISTCONNECT application addressed in this Affirmative Covenant and all of the relevant transaction in accordance with Article 193 of the Civil Procedures Law No. 6100.

Signatures of Company Officials and Company Stamp Super User's Name, Surname and Signature