1. The Purpose and Scope of Audit

Auditing aims at ensuring the compliance of the use and distribution of and access to Data (including Third Party Content) with the terms and conditions of the DDA and the proper and correct operation of the payments and Reporting made by the Distributor and to prevent potential non-compliances with the terms and conditions of the DDA. Accordingly, Borsa İstanbul shall have the right to conduct/have conducted audits its sole discretion with the Distributor, Members of the Distributor's Group, Service Facilitators, Sub Distributor, Subscribers and Members of the Subscriber Group. Borsa İstanbul shall provide a reasonable advance notice before the audit, however, Borsa İstanbul may conduct audits without giving prior notice if any non-compliances or conflicts or violation to the terms and conditions of the DDA have been identified or observed, or if such doubt has occurred. The Distributor informs Distributor Group members, Service Facilitator, Sub Distributor, Subscriber and Subscriber Group's members about the liabilities within the framework of DDA and Borsa İstanbul Audit Guide and incorporates such provision into the agreements to be concluded.

Audit will be performed on the following areas:

- DDA Compliance of the services and products established in connection with the Data
- Compliance of the Entitlement System with the terms and conditions of the DDA.
- Efficiency of the operational procedures used in the distribution and use of and access to the Data.
- Control and auditing of the operations carried out in respect of the advertising, distribution and use of the Data.
- Control and auditing of the completeness and accuracy of the payments and the Reporting.
- Control and auditing of the methods used in the distribution of Data to the Members of the Distributor's Group, Service Facilitators, Sub Distributors and to Subscribers/Members of the Subscribers.
- Other DDA compliance issues that may arise as a result of the audit process.
- Such additional issues as may be identified by the parties taking into account the current conditions.

Service Facilitators, Sub Distributors, Subscribers/Members of the Subscriber Group are liable to cooperate and collaborate with Borsa İstanbul in connection with audit and shall provide full access to their premises for Borsa İstanbul's personnel and/or third parties authorized by Borsa İstanbul and allow them to conduct audit on any kind of technical infrastructure, information, document and accounting reports.

2 Audit Rules

2.1 The Distributor shall designate and appoint a staff to be responsible for assisting Borsa İstanbul's audit team. The Distributor shall provide full access to Borsa İstanbul's personnel and/or third part authorized by Borsa İstanbul and allow them to examine,

check and verify the Entitlement System, the accounting system, CRM and any system or infrastructure of a similar nature and all kinds of documents whether in electronic or printed information and document and to provide them with all the relevant documents within the shortest time possible.

2.2 Borsa İstanbul shall have the right to conduct an audit once each year regularly. However, Borsa İstanbul shall have the right to conduct audits more frequently depending on any non-compliances or conflicts or violation identified or observed to the terms and condition of the DDA.

2.3 Any examination and/or audit shall be at the cost of Borsa İstanbul. However, if any such examination or audit discloses that the fees for any period in question was understated or underpaid by ten percent (10%) or more, all costs and expenses (i.e. travel, meals, accommodation, fees paid to third party professionals, etc.) associated with the audit shall be borne by the Distributor.

2.4 If Borsa İstanbul informs the Distributor about the information and documents that may be required from the Distributor, Members of the Distributor's Group, Service Facilitators, Sub Distributor, Subscribers and Members of the Subscriber Group in the audit process by providing a reasonable advance notice to the Distributor, then the Distributor shall be obliged to ensure that all information and documents are readily available.

2.5 The Distributor shall provide an appropriate working environment and working conditions for Borsa İstanbul's audit team. The Distributor shall be responsible for ensuring that the audit team has access to the related documents, information and technical infrastructures and that the audit team members have access to the relevant staff.

3 Audit Results, Audit Report and Payment

3.1 Borsa İstanbul shall prepare audit records during and as a result of the audit. The Distributor, Members of the Distributor's Group, Service Facilitators, Sub Distributors, Subscribers and Members of the Subscriber's Group shall deliver their opinions and objections, if any, about the audit findings and results contained in the audit record report drawn up by Borsa İstanbul. The audit record as an official document shall be executed in two copies, each signed by the parties and one such copy to be retained by the Distributor and the other by Borsa İstanbul.

3.2 Borsa İstanbul shall draw up an Audit Report as a result of the audit reviews and reply process. The Distributor shall be entitled to a reasonable grace period to allow the Distributor to remedy and/or correct the conflicts and non-compliances with the DDA. The Distributor shall be obliged to provide, send or deliver information on the resolution of conflicts and non-compliances in writing to Borsa İstanbul no later than the end of such period. Borsa İstanbul shall, at its absolute and sole discretion, have the right to determine whether or not to conduct an audit to check and verify if such the inconsistencies and non-compliances are remedied and/or corrected.

3.3 If any audit conducted by Borsa İstanbul discloses that the fees for any period in question was understated or underpaid, then all unpaid or partially paid fees will be paid by the

Distributor to Borsa İstanbul together with the interest accrued thereon calculated on the basis of the interest rate set forth in article 51 of the Law on the Procedures of Collection of Public Debts for the invoices issued in local currency (TL) and 6% annually for the invoices issued in non-local currency (EUR, USD) within thirty (30) days from the receipt of the written notice of Borsa İstanbul. If any audit conducted by Borsa İstanbul discloses that the fees for any period in question was paid in excess, any fee paid in excess of the required amount shall be refunded to the Distributor after the total amount of the fees paid in excess is deducted from the total amount of unpaid or partially paid fees together with default interest accrued thereon. No interest shall accrue or be payable to the Distributor by reason of the amounts paid in excess.

3.4 If any unpaid fees are revealed as a result of the audit conducted by Borsa İstanbul or in any other way, then liquidated damages calculated at the rate of 50 % on the principal amount shall be accrued thereon. If the audit also reveals that there are also fees paid in excess, then the liquidating damages shall be calculated on the remaining balance after the total amount of the fees paid in excess is deducted from the total amount of unpaid or partially paid fees together with default interest accrued thereon. The Distributor shall be obliged to pay the total amount liquidated damages to Borsa İstanbul within thirty (30) days from the receipt of the written notice of Borsa İstanbul.

3.5 If any non-compliances or violation to the terms and conditions of the DDA are identified or observed in conducted audits, but if it is not possible to determine the amount of financial loss experienced by Borsa İstanbul as a result of that non-compliances or violation, Borsa İstanbul shall have the right to impose penalty, in proportion to the nature of the non-compliances or violation, amounting up to 1-year distribution fixed fees specified in Addendum-3 Borsa İstanbul Information Fee Schedule and associated with the authorizations of the Distributor. The Distributor shall be obliged to pay the penalty amount to Borsa İstanbul within thirty (30) days from the receipt of the written notice of Borsa İstanbul.

3.6 Objections raised against payment claims made by Borsa İstanbul shall not release the Distributor from its obligation to pay, and the Distributor shall have no right to stop or withhold payments. In the event of failure to make the payments within the scope of DDA, Borsa İstanbul may cease the provision of the Data to the Distributor.