

LEI Turkey Portal Terms and Conditions of Use

Thank you for visiting LEI Turkey Portal developed by Takasbank. The purpose of this web site is to allocate legal identity codes (LEIs) to legal entities as a service to the financial community. This web site and all its contents are not intended for individual or consumer use and by accepting LEI Turkey Portal terms and conditions of use, you are accepting to represent a legal entity and you will only use this website as well as its contents only for business-commercial purposes.

Please read these terms and conditions of use carefully before using this website. By accessing this website, you agree to be bound by LEI Turkey Portal terms and conditions of use and privacy statement.

Certain products or services that you purchase or download from this website may be subject to additional terms and conditions presented to you at the time that you purchase or download them.

You represent that you are legally able to accept these Terms of Use, and affirm that you are of legal age to form a binding contract. If you are using our website as a representative of your employer, you represent that you have the authority to accept these Terms of Use on behalf of your employer.

1. Preamble

To improve sound risk management and better assess micro and macro prudential risks in financial markets, to reduce operational risks, to contribute to well-functioning of OTC markets within a robust infrastructure and to contribute to prevention and management of international financial crisis; legal entities involved in financial transactions are decided to be identified with *a global legal entity identifier – LEI* at 2009 G-20 summit.

Legal entity identifier code is generated in compliance with ISO 17442 standards by local operating units (LOUs) which are authorized by the member institutions of Regulatory Oversight Committee (ROC). Takasbank is the local operating unit authorized by Capital Markets Board of Turkey, a member of ROC, to generate pre-LEI codes. Pre-LEI codes will be converted to global legal entity identifier codes upon the establishment of Global LEI system based in Switzerland.

2. Rules of Conduct

There are a few rules of conduct that you are required to follow when you use this website:

- Do not gain unauthorized access to the site or to any account or computer system connected to the site.
- Do not "stream catch" (download, store or transmit copies of streamed content).

- Do not obtain, or attempt to obtain, access to areas of the site or our systems that are not intended for access by you.
- Do not "flood" the site with requests or otherwise overburden, disrupt or harm the site or its systems.
- Do not circumvent or reverse engineer the site or its systems.
- Do not restrict or inhibit another user or users from using this site.
- If you post something to this site, such as comments or other content, do not post anything that:
 - infringes any third party intellectual property right (such as copyrights), ○ is defamatory (i.e., something that is negative and untrue about another person or entity),
 - divulges another person's or entity's confidential or private information or trade secret, ○ is fraudulent, unlawful, threatening, harassing, abusive, obscene, or discriminatory, ○ encourages criminal conduct,
 - advertises or solicits business for products or services other than those that are offered and promoted on this site, or
 - contains any virus, malware, spyware or other harmful content or code.

The following terms of use apply for the usage of the LEI Turkey Portal and its contents. With the usage of the website, the users declare that they agree with this for themselves and for the legal company they represent. If the user is not entitled to do so or the legal company does not agree, the usage of LEI Turkey Portal is prohibited.

LEI codes are assigned only to institutions with legal entity and not to natural people. For access to LEI code applications, registration to Turkey LEI website and acceptance of LEI Turkey Portal terms and conditions of use and privacy statement are required. Upon the approval of registration, application for LEI starts.

Takasbank is not responsible for the direct or indirect loss or damage occurring during log in to this web site or usage of the information or programs in the web site arising from the breach of LEI Turkey Portal terms and conditions of use and privacy statement as well as any wrongful act or other reasons thereof.

3. Ownership of Site Content

The user acknowledges that you do not have, and will not acquire, any intellectual property or other proprietary rights in the LEIs and LEI related data as provided by this website. It is the

responsibility of the user to use this web site only for commercial-business purposes. The user must keep intact all copyright and other proprietary notices.

4. Accuracy of Site Content

The information and the content available at LEI Turkey Portal are declared by legal entity representatives and they are deemed as accurate by the website administrator. The risk of the use of these information by the website users for other purposes belongs to the representative of the legal entity. LEI Turkey Portal operator accepts no responsibility thereof.

5. Responsibility for Public Disclosure

LEI codes are accessible through the search and query application module in the web site within the directives of the Financial Stability Board (FSB) and Regulatory Oversight Committee (ROC) to serve common public good.

6. LEI Turkey Portal registration and log in

In order to access LEI Turkey Portal, you may be required to provide personal and/or corporate information as part of a site registration or log-in process and create an account. Regarding the confidentiality of your account password, all responsibility resides with yourselves. LEI Turkey Portal operator is not liable for any loss or damage arising from your failure to protect your password or account information.

LEI allocation to the same legal entity for the second time resides with the user applying for the LEI code. LEI Turkey Portal operator accepts no responsibility thereof.

7. Electronic Communications

With the 11/01/2011 dated amendment made to the 7th article of 7201 numbered and 1959 dated Notification Law, the notifications to be made to incorporations, limited and limited partnership companies by judiciary authorities, government institutions, bar associations and notaries should be made electronically. Within this context,

- 1) Authorities will send electronic notifications to the aforementioned companies via registered electronic mail (REM) system and incorporations, limited and limited partnership companies are legally obliged to have REM address. As this system is not fully operational yet, legal entities applying for LEI code should have an e-mail address having an institution extension until REM address is fully operational and required by Takasbank.
- 2) The communications between yourselves and this site use electronic means. Users of Takasbank LEI website agree to receive e-mails and satisfy any requirement notified to themselves via e-mail in an electronic environment.

- 3) Takasbank LEI allocation service is completed with the sending of the newly assigned LEI code to the related institution via e-mail. The follow-up of the receipt of this e-mail resides wholly with the receiving party.

8. Changes to LEI Turkey Portal

LEI Turkey Portal is subject to modification in line with the necessities of ISO 17442 (LEI) standard as well as FSB and ROC's directives. Moreover website manager reserves the right to implement changes in terms of usage and privacy policy. All changes and amendments come into effect at the time of broadcast in the web site.

9. Suspension or termination of access to LEI Turkey Portal

Although LEI Turkey Portal services are designed for 24/7 availability (within technical possibilities), some interruptions can occur during maintenance work or technical disruptions. LEI website manager also reserves the right to deny access to, and to suspend or terminate your access to, the LEI website temporarily.

Takasbank is not responsible for any damage or loss arising from any performance failure, error, malfunction, short-fall, fault, delay, computer virus and/or lease line and/or system breakdown in the LEI Turkey Portal during usage or after usage thereof.

LEI Turkey Portal users are responsible of notifying Takasbank for the problems arisen due to the web site usage.

10. Extraordinary circumstances

In the event of force majeure and unpredictable events (fire, strike, technical problems, virus attacks) happening out of the responsibility of system managers, LEI website managers may not intervene to stop or limit the operations.

11. LEI fee schedule

LEI Turkey Portal registry is provided free to public.

LEI codes can be downloaded without any charges for informational purposes in order to serve common public good.

Any guarantee about website access and content is not provided. Mistakes in LEI Turkey Portal records will be corrected within the shortest time possible.

LEI allocation fee and the subsequent annual maintenance fee can be paid via the web site by credit card.

If LEI annual maintenance fee is paid after the payment deadline then, in addition to the overdue fee and banking insurance and transaction tax (BITT), a legal interest accrued until the payment date will also be charged.

Service Name	Service Description	Fee Base	Fee/Rate	Explanation
LEI allocation fee	Fee charged for the allocation of each LEI code to the legal entities.	Fixed fee per initial LEI allocation	350 TRY+BITT	In advance, at the application.
LEI annual maintenance fee	Fees applied either to LEIs allocated by Takasbank or LEIs transferred to Takasbank	Fixed fee; per LEI, per annum	200 TRY+BITT	-In advance, following years at the renewal period Fees are collected according to below principles; - For those LEIs both allocated and transferred from another Local Operating Unit (LOU), 10 business days in advance at the following years since the first allocated/transferred (on day/months basis)
LEI Code transfer Fee	Fee charged for the application of a transferred LEI code allocated by another Local Operating Unit (LOU)	Fixed fee per initial LEI code transferred to Takasbank	150 TRY + BITT	- In advance, at the transfer

12. Governing jurisdiction

Every dispute arising from the log in and usage of LEI Turkey Portal is subject to the legal rules of the Republic of Turkey and Istanbul Central Courts are authorized for the solution of disputes.

LEI Turkey Portal Privacy Statement

LEI Turkey Portal will use your personal data (such as contact data, user ID and password) only for communication purposes and will not disclose to third parties and institutions without legal mandate or outside of your content.

LEI Turkey Portal users have the right to amend / update their personal data present in the site.

LEI Turkey Portal will take all appropriate technical and organizational measures to protect personal data against loss.