

Date of Agreement:

Agreement No:

# Factoring Agreement

## FACTORING AGREEMENT PRELIMINARY DATA SHEET

**IMPORTANT NOTE:** Factoring transactions to be carried out by signing the General Factoring Agreement (“Agreement”) a copy of which is attached hereto constitute obligating commitment for transacting party and its guarantors. Attached agreement contains general terms of transaction and provisions which may prejudice to your interests and, in accordance with the provisions of the Turkish Banking Law which regulate the general terms of transaction, you should obtain information about the agreement, conduct a financial and legal due diligence about the agreement through your advisors and become aware of and understand such provisions which may be against your interests.

- 1- In this Agreement, Lider Faktoring A.Ş. shall be referred to as “LIDER”, natural and legal persons who assign their receivables through factoring transaction hereunder as the “CLIENT”, and the natural and legal persons who act as guarantors for the contractual transactions as the “GUARANTOR(S)” or “JOINT GUARANTOR(S)”.
- 2- In the section of the Agreement covering the subject matter, scope and definitions, the definitions used in the agreement and annexes thereto have been explained and it has been stated that the receivables arising / to arise from the sale of goods/services without payment terms or with maturity terms may be subject of the factoring transactions.
- 3- In the section related to the general provisions for the factoring services, the procedure required to be followed so that the receivables arising / to arise from the sales of goods and/or services are subject to factoring transaction, the terms and conditions related to the factoring of the receivables assigned to LIDER and defined under the special terms and conditions of the Agreement, the mutual rights, obligations and liabilities of the parties under the Agreement or as arising from the transactions hereunder, the fact that the receivables of the parties to arise from this Agreement can be encumbered, retained, set-off and deducted due to their indebtedness arising from this Agreement, other agreements they execute acting as principal or guarantor and/or due to any negotiable instruments they have acquired, and the procedural transactions mandated by the Banking Regulation and Supervision Agency for the factoring transactions are explained. Certain items described in this section contains provisions which may prejudice to your interest.
- 4- In the Guarantee Provisions section, the provisions related to the requirements for the effectiveness of the guarantee function of the factoring transactions, cancellation and retroactive termination of factoring guarantee in line with the general rules of international factoring and practices are contained. Certain items described in this section contains provisions which may prejudice to your interest.
- 5- In this section related to the term, expiry and effects of termination, it is stipulated that each party may terminate this Agreement at any time by serving a notice in writing one month in advance without prejudice to right to terminate immediately and the effects of termination are specified. Certain items described in this section contains provisions which may prejudice to your interest.
- 6- In the section titled Other Provisions Applicable for Export-Import Factoring, the provisions in this section clarify the general rules of international factoring and export or import factoring transaction is not possible if such rules are changed or partially terminated. Certain items described in this section contains provisions which may prejudice to your interest.
- 7- In the section related to online inquiry of the outcome of the collection of the assigned receivables, the procedures related to the online inquiry of LIDER and the rights and obligations of the parties are explained.

8- In the section titled miscellaneous provisions, the provisions to apply in case of breach of agreement and default by the parties, litigation and proceedings, interest, jurisdiction, evidences, legal domiciles of the parties, provisions related to the notices, payment of taxes and duties, amendment to the agreement, warranties and representations or negative covenants of the client and guarantor and/or joint guarantors. Certain items described in this section contains provisions which may prejudice to your interest.

I / we have received a copy of this duplicate preliminary data sheet and the accompanying agreement from LIDER on date of [xx] in order to review the same or have my financial and legal advisors review the same and get informed about and evaluate the provisions which may be against my / our interests.

Name, Surname / Title: Delivered by:

Authorized signature: Name, Surname, Signature:

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I / we have received a copy of this duplicate preliminary data sheet and the accompanying agreement from LIDER on date of [xx] in order to review the same or have my financial and legal advisors review the same and get informed about and evaluate the provisions which may be against my / our interests.

Name, Surname / Title: Delivered by:

Authorized signature: Name, Surname, Signature:

# FACTORING AGREEMENT

## PARTIES

This Factoring Agreement is made and entered into on .././.... by and between LIDER Faktoring A.Ş., having its registered office at the address of Buyukdere Caddesi, Maya Akar Center, No 100 - 102, Kat: 25 D 96 - 97, Esentepe, Sisli, Istanbul (hereinafter referred to as "LIDER") on the one part and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the "CLIENT") on the other part, under such terms and conditions hereinafter set forth.

## I SUBJECT & SCOPE OF AGREEMENT AND DEFINITIONS

1. The subject of this agreement is to set forth the principles and terms and conditions under which the CLIENT shall be enabled to benefit from factoring services by assigning in advance, partially or totally to the FACTOR, its receivables, now existing and/or hereafter arising during the term hereof, from or out of its domestic/international sale of goods and services.
2. The receivables assigned to LIDER upon execution of the agreement are the receivables arising from the sales of goods/services supplied by the CLIENT with or without a maturity. The sales, rendition of services, and consignment sales to real persons and entities of which the CLIENT is directly or indirectly a partner shall be excluded from the scope of this agreement unless the prior written consent of LIDER is received.
3. All the assigned receivables including the applicable interest or personal or in kind guarantees are automatically be transferred to LIDER at the time when the same accrues pursuant to the provisions hereof.
4. The terms used in this Agreement have been defined as follows:
  - a. DEBTOR: means natural or legal persons from which the CLIENT has acquired the right of receivables as per articles 1 and 2 of this agreement.
  - b. NOTICE OF RECEIVABLES (NOR): means the notice served to LIDER that the receivables assigned by the CLIENT under this agreement have accrued.
  - c. LIMIT ALLOCATION NOTICE (LAN): means the notice served by LIDER to the CLIENT for the purpose of giving effect to the guarantee provisions in the agreement which contains the factoring guarantee limit and due date for the receivables with respect to the debtor and/or guaranteed receivables.
  - d. MAXIMUM FACTORING VOLUME (MFV): means the total trading limit that may be set by LIDER for the CLIENT as the basis for the factoring services hereunder.
  - e. DEBTOR TRADING VOLUME (DTV): Maximum trading volume set forth by CLIENT separately for each of its debtors.
  - f. PREPAYMENT (FINANCING) RATIO: means the rate of financing which may be provided by LIDER for the Client in relation to the receivables assigned to LIDER, the rate of which can be freely determined and changed by LIDER.
  - g. LIBOR: means the reference interest rate fixed at 11:00 London time in the London Interbank Market
  - h. EURIBOR means the reference interest rate fixed at 11:00 Brussels time in the Eurozone.

## II GENERAL PROVISIONS RELATED TO FACTORING SERVICES

1. The CLIENT is liable to notify to LIDER any receivables falling within the scope of this agreement immediately after they arise by using the NOR form. The CLIENT shall serve this notice by delivering the NOR form already made available to the CLIENT together with a copy of the CLIENT's invoice or similar document to LIDER by hand against signature or by sending via return registered mail or via notary public or other means of communication. Along with the NOR form and invoices, the CLIENT is also liable to assign, transfer and deliver to LIDER the other documents evidencing the accrual of the receivables, order form, purchase-sales-service agreement, reports related to the contractual goods and services, loading, shipment, transport, insurance documents, and the means of payment such as draft bills, checks, promissory notes, letter of credits, etc. as well as collaterals in accordance with the procedures and time limitations. NOR forms not accompanied by the copies of invoices or similar documents and other attachments shall not be null and void.

The CLIENT agrees, declares and undertakes that the invoices assigned or to be assigned by it to LIDER within the scope of this contract are valid and based on a real commercial relationship, that it has not assigned / shall not assign any invoice for which it has not performed the delivery of any goods or services, that the goods and services being the subject matter of the invoices hereunder have been delivered or rendered free of any defects, that the contents of the assigned invoices are actual, that assigned receivable(s) is / are existing and shall be paid in full, that it holds the right of disposition over the receivables as of the date of assignment, that the invoices being subject of the factoring hereunder are not subject to any other assignment, that the assigned invoices have not been cancelled, that in case of their cancellation following the assignment, LIDER will be notified thereof and the invoices to be issued instead shall be submitted and assigned to LIDER, that if, due to cancellation of invoices or other reasons not mentioned herein, the receivable/receivables are not collected, then it shall immediately pay the entire amount of the receivable, its unpaid portion, prepayments received, financing, accessories and the related damages and expenses likely to be incurred by LIDER without any need for fixing any due date for payment, and without a further notice or warning, or a court judgment together with the applicable default interest specified in the factoring agreement.

2. The CLIENT shall be obliged to clearly specify on its invoices and copies thereof that its receivables or part thereof have been assigned to LIDER, to include the expressions indicating the maturity date, payment place, and LIDER's title and full address, to attach the label bearing such records or provide a seal bearing such expressions and to notify the debtors about the assignment hereunder; and the CLIENT should clearly specify, if any, the contractual interest and default interest rates that will accrue until the payment date. If a separate agreement or a framework agreement is concluded between the CLIENT and its debtor, a copy of such an agreement shall also be sent to LIDER. The CLIENT shall incorporate into this agreement the clauses intended for provision and protection of LIDER's rights arising from this agreement. The obligation to inform the assignment of the receivables is solely on the CLIENT's account. The CLIENT shall be responsible for the payments made by the debtor to third parties in good faith without notice of assignment and the losses that the LIDER may suffer as well.
3. The CLIENT agrees that it has granted its consent for the transfer and assignment by LIDER of the assigned receivables, payment instruments and guarantees to any third parties and LIDER has also the power of disposition on such receivables and payment instruments to the maximum extent possible. The CLIENT also declares and undertakes that it shall waive the right to swap its debts to LIDER with the receivables due from LIDER, that it shall firstly pay its debts. Unless agreed otherwise, the CLIENT is obliged to secure the assigned receivables, their payments, the prepayments (financing), factoring fees, commission, interest and other costs and accessories. Such guarantees may include guarantees in kind, personal guarantees or any securities endorsed and delivered to LIDER for this purpose as a security. LIDER may ask for personal or in kind

guarantees or make changes to the collaterals or ask for collaterals without providing any reason and justification. Such collaterals shall stand as security for any and all claims of LIDER under any name or title whatsoever arising/arisen from the CLIENT in any event, including even extension of the term of agreement, its renewal or its termination for any reason. LIDER reserves to right to claim for its receivables and damages and accessories exceeding such collateral amount. If the CLIENT claims that a negotiable instrument duly transferred, endorsed and delivered as the means of payment has been furnished as a security, then it shall be liable to provide the written document bearing LIDER's signature in relation thereof.

4. The CLIENT hereby irrevocably guarantees that the receivables assigned already exist, that it has the power of disposition on the receivables within the scope of the agreement and that they will be fully paid and it shall even be liable for the insolvency of the debtor. The CLIENT agrees and undertakes that, in case of non-payment of the assigned receivables for any reason, the CLIENT will immediately pay the entire amount of the receivable, its unpaid portion, prepayments received, financing, accessories and the related damages and expenses likely to be incurred by LIDER without any need for appointment of the term, and without a further notice or warning, or a court judgment. The parties agree that, for the receivables not paid when due, additional commissions shall also accrue until full payment of such receivables.
5. The CLIENT is obliged to refrain from any kind of behaviors which may obstruct or delay the payment of the assigned receivables to LIDER or its performance of the acts undertaken with this agreement. Any setoff, deduction or any other pleas or appeals resulting from the basic relationship between the CLIENT and the debtor may not preclude or delay the performance of the CLIENT's obligations toward LIDER. The CLIENT guarantees that the goods shall be received by the debtor without any reservations and they shall be free from material and legal defects, and the sales, exports and any other processes and procedures shall be duly arranged and performed so that LIDER shall not face any appeals or pleas;
6. In case the goods sold are delivered in a location outside the company premises, the CLIENT shall be liable to take out insurance for such goods against all risks and to pay the related premiums at its own expense. With this provision, the CLIENT assigns the insurance indemnity to LIDER. The assignment of the insurance indemnity to LIDER shall not limit the CLIENT's responsibility for such receivables merely by the related amount and LIDER is entitle to initiate legal proceedings against the CLIENT, to cash the collaterals and to ask for reimbursement of its prepayments (financing) and any other excessive damages.
7. The CLIENT hereby undertakes to send all information related to its company, its sales and its debtors, and the account statements and balance sheets, etc. to LIDER on a quarterly basis and at the end of each fiscal year or upon any other request outside such periods and that any information or documents published on its website are true and accurate, and also allows in advance for LIDER to perform or to procure for performance of any inspection on all records, documents and books by means of LIDER's own staff or by independent companies. The CLIENT shall immediately notify to LIDER any new ventures, participation of a new partner, developments and changes which may affect the management of the business, any lawsuits filed against the CLIENT by any third parties, legal proceedings initiated, and any developments which may adversely affect the CLIENT's and the debtors' solvency and the collaterals. Submission of any information and documents that the CLIENT is required to deliver to LIDER in relation to this article or the agreement and the absence of any demands by LIDER in relation thereof shall not relieve or diminish the CLIENT's responsibilities and obligations undertaken under this agreement. Failure of the CLIENT to deliver the information despite requested by LIDER constitutes a gross violation of the agreement.
8. The CLIENT is liable to provide LIDER with any information on demands exceeding 15% of the MFV allocated for it by LIDER, continuous debt relationships that may be initiated regardless of



their amounts, and the financial situation of the demanding party and the contractual terms. LIDER shall be able to exclude the receivables derived from sales of such goods and services out of the agreement. Exclusion of the aforesaid receivables shall not necessarily entitle the CLIENT to claim that LIDER has given a LAN to the CLIENT and that obligation to provide guarantee or prepayment has occurred. The CLIENT shall notify LIDER without any delay of developments or the lawsuits filed against them or any attempted proceedings which may affect the solvency and guarantees of itself or debtors

9. The CLIENT is liable to immediately provide any necessary information and documents to LIDER before exercising any of its rights (notice, warning, legal action, termination, etc.) arising from the basic relationship with its debtor. In case any change or termination that may occur during the legal proceedings between the CLIENT and the debtor results in total or partial non-payment or termination of the receivable assigned, the CLIENT shall be liable to immediately return the prepayments that it has received for such receivable together with the factoring fee, interests and all accessories notified by LIDER. The CLIENT may not claim back any fees, interests, expenses and commissions that it has paid to LIDER or that have been debited to its account in relation to such receivable or avoid their payment.
10. In case the CLIENT cannot resolve any disputes that may arise with its debtors and are likely to result in non-payment or even partial non-payment of the receivables assigned until the date of payment or it becomes evident that such disputes can be resolved after the payment date, the provisions of article (II/9) shall apply. On the other hand, the CLIENT may not sign any agreements or renew the existing agreements with its debtor which reduce the sum of receivables payable by its debtor or extend the due date dates for such payments in order to resolve the dispute between the CLIENT and its debtor. The CLIENT should refrain from any acts which may cause damage to LIDER. The CLIENT's such acts or any acts conflicting with the rule of honesty shall be deemed as substantial violation of the agreement.
11. Without prejudice to the provisions in Section III and unless any LAN is given, LIDER is entitled to re-assign all receivables that are partially paid or unpaid at all for any reason when due and the CLIENT is obliged to take such receivables back and reimburse all financing payments and accessories paid for such receivables. Returns are made in accordance with the provision of Article (II/9). The reassignment of receivables will be performed with a return receipt issued by LIDER in accordance with customary factoring practices and GRIF rules.
12. The duty of LIDER to collect the assigned receivables is limited to acceptance of the payments actually made by the debtor at its free will. Unless agreed otherwise by the parties, if the factoring guarantee does not come into force, ceases to exist or in cases not covered by the said guarantee since LIDER is not party to the legal relationship between the CLIENT and its debtor or is not a party thereto, then LIDER is not obliged to send a notice, warning or to lodge a protest to the debtor or to initiate legal proceedings or file a suit against the debtor. LIDER is not obliged to investigate and to reply to any pleas and appeals, and to follow up or denounce any demands or proceedings such as any lawsuits, injunctions, etc. initiated or filed by the debtor against it in relation to the basic relationship or the receivable in question. Under no circumstances shall the CLIENT be entitled to raise any claims and to file a lawsuit against LIDER for such reasons under any name or title whatsoever. This waiver of the CLIENT also applies in cases where exercise of rights is subject to a limited time period.
13. In case of non-payment of the assigned receivable, LIDER may assume the responsibility for proceedings and collection through judicial organs and/or by way of execution providing that this issue should be separately agreed by the parties for each receivable. Even in such case, the CLIENT may not raise any claims against LIDER alleging that the receivable has not been followed up appropriately. The CLIENT is liable to pay all costs related to the follow-up and collection of the receivables, the collection fee to be accrued over the receivable amount and all accessories.

The payment of such interests and fees is not conditional upon successful follow-up and collection. Initiation of a lawsuit or a legal proceeding against the debtor as per the provisions of this article shall not be rendered as postponement of the request for payment and return to LIDER of any prepayments (financing), factoring fee accrued, interests, expenses and commission claims until finalization of the related follow-up or action process. LIDER may immediately request such receivables from the CLIENT. If any, the amount collected from the debtor as a result of the litigation or legal proceedings shall be set off against the CLIENT's other debts. The CLIENT's responsibilities for the costs and expenses related with uncollected or partially collected receivables shall remain unchanged.

14. In case where the CLIENT makes sales agreements such as sales by installments or sales by retention of title, the CLIENT is liable to issue a declaration of intention for transferring and assigning all legal or contractual rights arising from such agreements to LIDER upon request, to carry out legal transactions and if necessary, to assign the mediate possession and ownership of the goods to LIDER.
15. The CLIENT agrees, declares and undertakes that related to the receivables, payment methods or guarantees it assigned due to the provisions of this agreement, it shall be responsible for paying to LIDER the costs of any lawsuits and proceedings together with any indemnification, attorney's fee, trial expenses, levies and fees that LIDER shall pay as well as the costs of written warnings and official correspondence costs and that the costs LIDER shall pay shall be credited as debt in its account.
16. LIDER agrees to provide one or more or all of factoring services to the CLIENT for the receivables assigned to it under the terms and conditions specified below and in the appendices to this agreement.
17. LIDER shall, if appropriate, determine a DTV for each debtor that will be previously notified by the CLIENT and notify such DTV to the CLIENT in writing. Once the receivables arise (automatic assignment to LIDER as per this agreement) for the sales and services made or rendered by the CLIENT to a debtor for whom a DTV is allocated and the related documents have been delivered, LIDER may offer prepayment (financing) to the CLIENT at a rate to be determined by LIDER. It is solely at the discretion of LIDER decide on whether or not to allocate a prepayment (financing); and the CLIENT shall not be entitled to claim for prepayment (financing) alleging a gap in the MFVs or DTVs. The DTV determined for the Debtor cannot be exceeded under any circumstances. If the amounts of assigned receivables exceed the DTV, a prepayment (financing) shall not be made available for the CLIENT for the amount in excess. If the receivables are paid by the debtor, the same ratio of financing can be provided for the debtor factoring limit that becomes available upon this payment. Non-provision of prepayment (financing) for any receivables assigned to LIDER means that such receivables are assigned only for collection purposes. Such receivables shall also be subject to the same provisions specified in this agreement. However, no prepayment (financing) shall be provided.
18. The receivables exceeding the DTV, the receivable balances collected and any and all receivables accrued or to accrue in favor of the CLIENT constitute the CLIENT's security for its current debts and liabilities toward LIDER arising from this agreement or for any other reason. LIDER may immediately exchange and set off such collaterals from the CLIENT's debts; and LIDER shall also be entitled to block them due to the CLIENT's potential risks.
19. LIDER is entitled to not make any payment even if there is a gap in the DTV determined in cases of non-payment of receivables, such as insolvency of the CLIENT or any of its debtors, postponement of payment, defect claim, force majeure or exceptional circumstances, etc. LIDER is not required to investigate the legitimacy of the claims or to notify such claims to the CLIENT. In case there is a dispute between the debtor and the CLIENT in relation to the receivable or the

basic relationship, LIDER may avoid payment and freely assign back the said receivables at any time desired. In such cases, the provisions of article (II/9) shall apply.

20. Allocation of a DTV by LIDER for the debtors and provision of a prepayment (financing) shall not, in any event, be rendered as provision of LAN to the CLIENT.
21. LIDER shall not provide any prepayment (financing) to the CLIENT for assignments exceeding the MFV determined for the CLIENT and the amount in excess regardless of the number of debtors and the DTVs assigned. In such cases, the CLIENT may not claim for prepayment (financing) alleging that there is a DTV gap for certain debtor(s).
22. LIDER records the receivables assigned to and the prepayments (financing) provided by it separately and correlatively for each debtor and the CLIENT if and when necessary. The calculation errors in these records do not constitute a right for the CLIENT. If requested by the CLIENT, the prepayments (financing) that can be solely provided at LIDER's discretion can be made to an account opened at a bank to be designated by the CLIENT. Unless agreed otherwise, the factoring fee determined by LIDER over the prepayments (financing) made to the CLIENT and the expenses such as interest, costs, commission, etc. shall accrue and be collected on a monthly basis.
23. 26- The CLIENT hereby acknowledges in advance that the factoring operations under the scope of this agreement constitute a whole; the accounts kept between the parties shall be executed as per the international accounting standards and in the form of current accounts specific for the factoring activities; the records entered into the current accounts shall be deemed to have actually occurred once the costs of any securities and any other means of payment and the receivables assigned have been collected; and the funds-in-service account, in its own currency, constitutes the debt of prepayment provided in foreign currency even if the guarantee provisions are applied, or the guarantee is released or forfeited. Additionally, the parties both agree that interest, fee and commissions notified by LIDER shall be applied to the items to be recorded into the accounts due to the factoring agreement such as prepayment (financing), costs, bank charges, interest, commissions, etc. as per the agreed rates when such items arise; in case of non-payment of the receivables on their maturity date, LIDER shall be entitled to claim for such receivables together with their accessories without being subject to any time periods as per the provisions of this agreement; apart from such cases, the current account balance (although not compulsory) can be issued and sent to LIDER every month corresponding to a fiscal period together with a statement of account that may be issued; and without prejudice to the provision of article VII/1 of this agreement, if the CLIENT does not object to such statement of account duly within one month, the debt balance shall be finalized; and if material errors that can constitute the basis of the CLIENT's appeal are not reported with a justification, the CLIENT's objection shall be considered null and void. In case where the CLIENT does not object or fails to provide grounds and reasons in its objection, it shall agree and undertakes that the extracted results shall be finalized according to Article 68/b Paragraph 2 of the Enforcement and Bankruptcy Law No. 2004 and that it shall agree to proceed legally against statement contrary to facts only after paying the debt. However, in case any dispute arises in subjects such as receivables, goods, documents etc., LIDER shall have the right to follow them on a separate account. However, tracking of some receivables from separate accounts shall not mean that the factoring process does not constitute a whole.
24. "The transaction volumes allocated and notified to the CUSTOMER in writing, the prepayment (financing) rates, commission, guarantee fee, charges and interest rates may be freely changed at any time by LIDER.
25. LIDER is not obliged to provide the CLIENT with the prepayments (financing), solely at its own discretion, in terms of receivables assigned to or the transaction volumes determined by the LIDER. LIDER may, at its sole discretion, change the currency of payment determined at its own

discretion. The prepayments in Turkish Lira can be converted into any other currency and the prepayments in foreign currencies can be converted into Turkish Liras or the transaction volumes in Turkish Lira can be indexed to a foreign currency at its own direction. LIDER reserves this right also for the financing (prepayments) already disbursed; and in case of use of this right and each time, the required changes shall be made in the accounts and the foreign currency losses arising from this transaction shall be collected from the CLIENT. The CLIENT hereby acknowledges and represents that it is not entitled to raise any claim against LIDER for the reasons such as foreign exchange differences, commission, etc.; and the CLIENT hereby waives irrevocably and in advance all its claims related to these issues.

In case it is determined that a prepayment from exchange currency shall be made for the receivables assigning where assigning is carried out in exchange currency, the currency exchange rate shall be from the type of exchange or taking the rate of exchange of CBT Exchange Purchase Rate into account. In cases where such proceedings are carried out, the currency rate difference in the exchange rate on the date maturity shall be on LEADER. It shall be impossible for the CLIENT to demand due to the excessive rate of change increases.

26. Collections from the debtors shall be allocated for the prepayments (financing) made and for clearing the CLIENT's other debts. LIDER shall be exclusively entitled to determine priorities in terms of the receivables that the payments shall be deducted from.
27. In case the CLIENT and the JOINT GUARANTORS are found to be in debt to the LIDER due to signatures they have on the agreements signed/to be signed in person or as guarantor, or even though they have not signed the agreements; due to their signatures on the negotiable instruments acquired as part of other agreements signed/to be signed as drawee, turnover or bill of guarantee signatures; they agree, declare and undertake that all kinds of receivables arising / shall arise due to this agreement shall be kept as pledge by LIDER, that LIDER shall have the right to mortgage, swap or deduct the rights and receivables arising/shall arise from the processes carried out within the scope of the agreement for the due receivables of the LIDER. It shall be agreed and undertaken by the parties that even though the legal entities with at least one of the partners is the same shall be deemed as the same legal entity even though they are established under different legal entities and also in this condition, LIDER shall have the right to use the pledge, mortgage, swap or deduction rights.
28. The CLIENT irrevocably represents and acknowledges that LIDER shall not be held responsible for any damages that may be caused by LIDER's agents and assistants, its personnel and all means of transportation used and to be used by LIDER (PTT, Courier and Cargo, etc.) in relation to performance of this agreement; and that the CLIENT waives in advance all its claims and rights to file a suit for such reasons under any circumstances.
29. 27- The CLIENT and JOINT GUARANTORS agree, declare and acknowledge in advance that they shall not disclose any information to any third parties about this factoring agreement, annexes hereto and operation hereof, that all such information constitute confidential information related to the commercial activities of LIDER, that they shall immediately indemnify and hold LIDER harmless for any losses and damages likely to be incurred by LIDER due to the disclosure of such information. The CLIENT and JOINT GUARANTORS agree and declare that they have duly authorized LIDER to provide to and obtain from the Central Bank of Turkey, Capital Markets Board, Land Registrars, Tax Offices, Stock Exchanges and other competent authorities, public and private banks, financing companies operating in Turkey, any and all the information and documents hereunder.

### **III GUARANTEE PROVISIONS**

1. If it is warranted by LIDER with a LAN separately in writing for certain receivables and/or debtors, the CLIENT shall not be responsible for the debtor's payment difficulty due to its insolvency or adjudication of bankruptcy. Only in case of insolvency or bankruptcy of the debtor, the receivables for which a LAN has been set shall be paid to the CLIENT by the earliest, after 90 days and by the latest, in 366 days after establishment of such conditions or if established before the maturity date, after the date of maturity as per the provisions of the Execution and Bankruptcy Law. However, if any of the correspondents or third parties constituting the basis of the LAN given by LIDER determines and designates a longer period of time for this issue, then that period shall be applied.
2. While the DTV for the debtor is set, this guarantee and the guarantee amount related to insolvency and bankruptcy of the debtor on the maturity date only, may be given in written form by clearly specifying the receivable, due date and the amount. Issuance of this factoring guarantee, reducing its cap and cancellation are related to the free will and disposition of LIDER in case of domestic transactions and LIDER and/or correspondent factor in case of overseas factoring transactions pursuant to the international factoring rules due to various reasons such as transaction volumes of the CLIENT, debtor(b), their creditworthiness. Unless explicitly notified in writing on the LAN by LIDER, the existence of such a guarantee cannot be claimed verbally or by any other means. Failure of collection of receivables on due date for any reason shall be out of the scope of guarantee including the case of basic relationship, force majeure, exceptional circumstances and political risks.
3. LIDER shall have the right to freely change the amounts notified to the CLIENT freely and remove guarantee according to the provisions of (III/1 and III/2).
4. In case LIDER reduces BFL and MFL, in case prepayment shall not occur, the guarantee undertaking shall be removed without requiring any notification. In case DTV and MFV increases, it shall not mean the guarantee undertaking shall rise as well in that ratio.
5. The guarantees given by the CLIENT or debtors according to the provisions of the contract or the collections from debtors exceeding DTV shall be available for allocation of the guarantee risks of LIDER.

In case of the CLIENT's acts contrary to this agreement or its bankruptcy, insolvency or payment difficulty or if the CLIENT starts a relationship with the debtor about a receivable for which a LAN was issued, or if he receives collaterals, payment or payment instruments after assigning the receivables, if the CLIENT performs direct sales to or issues an invoice for the same debtor directly or indirectly without obtaining the permission of the correspondent bank pursuant to the GRIF rules in overseas transactions, issues invoice, if the CLIENT performs sales to the same debtor through other factoring companies other than LIDER, if there exists a direct or indirect affiliate relationship between it and its debtor, if there exist blood or legal kinship between the CLIENT and the partners of the debtor or if there is any relationship other than commercial relationship between the CLIENT and the debtor or in case of correspondent factor's inability to pay in overseas factoring transactions or facilitates the removal of the correspondent's guarantee for any reason, any and all the factoring guarantees issued to the CLIENT ceases to exist retroactively without any further notice.

6. Any and all the factoring guarantees shall also be revoked retroactively if the CLIENT fails to deliver within 5 days at the latest from the date of request the copies of the invoice / invoices issued to the debtor, within 10 days at the latest from the date of request any documents and information other than such invoice(s) as required by LIDER or within 10 days at the latest from the date of request any invoices, order forms, shipment documents and other documents not yet sent to LIDER if the correspondent's limit is cancelled or as related to the sales made to the debtor.

7. In case where a payment is made to the CLIENT under factoring guarantee, but the receivable remains out of the scope of factoring guarantee thereafter or the factoring guarantee no more exist, the CLIENT is obliged to immediately refund, upon first written request of LIDER any factoring guarantee payments together with the factoring fee, interest and other payments, if any. LIDER is entitled to ask for a guarantee from the CLIENT as a security for such obligation of the CLIENT, and abstain from making guarantee payment unless such guarantee is not furnished by the CLIENT.

#### **IV OTHER PROVISIONS APPLICABLE IN EXPORT AND IMPORT FACTORING**

1. The CLIENT hereby acknowledges, warrants and guarantees in advance to act in compliance with the import and export regime regulations, exchange regulations and any amendments that can be made in such statutory regulations. All taxes, duties, fees, fund expenses, fines, etc. and any increases to these items together with all their accessories accrued or to accrue due to current and future changes and any other costs and expenses that can be formed or accrued under any name or title whatsoever shall all be borne by the CLIENT.
2. On the other hand, the CLIENT irrevocably represents and acknowledges hereby that it shall be liable for the penalties which may accrue due to the provisions of Article (IV/I) above and their interests, all accessories and their legal and penal liabilities; and in case LIDER is held liable for such reasons even as per the provisions of the applicable laws, the CLIENT hereby warrants and guarantees to hold LIDER harmless against such penal and legal responsibilities and all related accessories before private or public bodies and institutions, public offices, authorities, and local administration without any need for a request, appointment of a term, litigation or a court judgment and without waiting for the results of the pending actions.
3. Any risks that may arise from the increases or decreases in exchange rates shall be borne by the CLIENT. The CLIENT hereby acknowledges and warrants in advance covering such risks and the increases in the expenses such as commission, etc.
4. The CLIENT shall provide LIDER the power of appointment for correspondent factor. In case the CLIENT suffers any loss from the processes and behaviors of the correspondent factor, LIDER shall have no responsibility for the loss under no reason whatsoever. This waiver of responsibility applies to all kinds of faults of the correspondent factor as well.
5. For matters not mentioned in this agreement, as long as it is in compliance with the provisions of this agreement, the provisions of the existing agreements between LIDER and the correspondent factor it works with together with the provisions of the international factoring rules that the correspondent factor is subject to shall be applied. The CLIENT hereby represents, acknowledges and warrants that it has reviewed the original versions of the provisions of such international rules and agreements as published on the website of LIDER or previously delivered to it against signature, that it is aware of the fact that the factoring services can only be provided in accordance with such rules and agreements, that the international factoring transactions may only be executed in accordance with such provisions and that that it shall act in accordance with such rules and provisions.
6. The CLIENT hereby acknowledges and warrants that the correspondent factor may, at any time and at its own discretion, initiate legal proceedings and file a suit related to the receivables assigned to LIDER, that peace agreements can be concluded, however, the legal proceeding and action initiated by the correspondent factor and the peace agreements entered into force shall not preclude the payment of the receivables arising from this agreement and all of its appendices; that the legal proceedings initiated, the suits filed, and the peace agreements that may be executed by the correspondent factor or the proceedings or any other transactions in the suits filed by the debtors against the correspondent factor shall be performed as per the

special authorization given by the CLIENT to the correspondent by the provision of this article; all fees, costs and other expenses related to the legal proceedings and suits initiated or filed by the correspondent factor shall be borne by the CLIENT as per the provision of this article; and in case the correspondent factor initiates legal proceedings or files a lawsuit, LIDER may, at its own discretion, apply the provisions of article [xx] of this agreement for any part or all of the receivables assigned to it. In such case, the CLIENT may not raise any claims against LIDER alleging that the receivable has not been followed up appropriately. The CLIENT is liable to pay, immediately and in cash, the charges related to monitoring and collection of receivables, the collection fee to and all its accessories to accrue over the receivable amount upon the related request. The payment of such interests and fees is not conditional upon successful follow-up and collection. Initiation of a lawsuit or a legal proceeding against the debtor as per the provisions of this article shall not be rendered as postponement of the request for payment and return to LIDER by LIDER of any prepayments (financing), factoring fee accrued, interests, expenses and commission claims until finalization of the related follow-up or action process. LIDER may request the due receivables from the CLIENT immediately. In case the debtors file lawsuit against the correspondent factor related to the assignment, the provisions of this article shall apply regardless of the outcome of the lawsuit.

7. Also, regarding to the factoring process, in case the CLIENT finds out that the receivable is not available; the assignment is invalid; or in case it is canceled due to any reason including collusion, harm to third parties, goods smuggling etc., it shall be responsible to return the amount paid to it to LIDER or the correspondent factor immediately together with the secondary obligations. For execution of this provision, there shall be no need for a court order or an public authority's order and it shall be sufficient for it to make contractual settlement for reducing the losses of the correspondent factor shall be deemed sufficient. The return obligation of the CLIENT shall not be bound by any time limit.

#### V AGREEMENT DURATION, EXPIRATION, TERMINATION AND EFFECTS OF TERMINATION

1. This agreement signed indefinitely may be terminated unilaterally provided that either party sends a written notice of termination one month prior to such termination. CLIENT's right to exercise such right shall depend on fulfilling all of its contractual obligations. LIDER's right to terminate the agreement immediately is reserved.
2. In case of CLIENT's acts contrary to the agreement, emergence of negative effects that may effect its credibility and financial situation, due to execution proceedings about it, adjournment of payments, bankruptcy, request for delay in bankruptcy, share transfer which requires management changes, decision of liquidation of legal entity customers or partners; LIDER may terminate the agreement immediately without any need for fixing any due date. For LIDER to exercise this right of termination, it shall not be a requirement for the CLIENT to have its insolvency fixed or its bankruptcy decision taken. The justification shall be at sole discretion of LIDER.
3. In case of termination of the agreement for whatever reasons, any and all the debts of the CLIENT become due for immediate payment. The CLIENT shall be obliged to immediately return the received but not paid pre-payments (financing), factoring fees and costs together with secondary costs such as interest. The CLIENT shall also be obliged to immediately pay back any other debts incurring due to this agreement without requiring any notice or warning in cash. LIDER shall be entitled to convert all the guarantees of the CLIENT separately or all together to cash and to conduct proceedings for the guarantors. In this case, neither the CLIENT nor the guarantors shall be entitled to claim duplications.

4. In case of termination of this agreement by LIDER at any time, the CLIENT shall not have any claim under any name whatsoever.

## **VI ARRANGEMENTS RELATED TO INTERNET QUERYING OF THE STATUS OF THE ASSIGNED RECEIVABLES UPON COLLECTION**

1. LIDER shall provide the INTERNET querying of the status of the assigned receivables regarding to whether if they are collected in due maturity or not available to the CLIENT.
2. Following the signing of the agreement, LIDER shall deliver the client number and user password against a signature to the CLIENT or the person designated by it.
3. The CLIENT shall be able to query whether if assigned receivables hereunder have been collected when due or not using this user number and password.
4. LIDER shall prepare the technical infrastructure for making it possible for Client to query whether if the receivables assigned by the Client was paid to LIDER on date of maturity or not. The CLIENT shall allow for the establishment of the programs in its own system required by this service and it is also obligated to provide the minimum system requirements to allow for online inquiry which is the subject of the agreement.
5. The CLIENT shall be responsible for the security of the client code and password. All the legal and financial responsibilities occurring due to non-performance of this obligation and the responsibility for the losses suffered by 3rd parties and their compensation shall rest with the CLIENT.
6. LIDER shall not be responsible for being unable to provide the service due to any technical or legal obstacles. LIDER shall be free to provide or not provide the service subject to the agreement and it shall be able to terminate providing the services at any time without showing any reason . The CLIENT shall not have the right to claim anything in a situation from LIDER.
7. The Client hereby agrees, declares and undertakes that it shall not use any tool, software or method for intervening or attempting to intervene the operation of the web site subject to this agreement and that it shall not conduct any process leading to an unreasonable and disproportionate load to the infrastructure of LIDER.
8. The CLIENT agrees, declares and undertakes that it shall not use any automatic (robot, spider, etc.) or non-automatic method, without prior written permission of LIDER, for tracking or copying the subject website and/or for any other purposes that is not permitted nor authorized. The CLIENT agrees and undertakes that without clear and written permission of LIDER, it shall not copy, change or produce any derivative of the content of the said website and that it shall not declare to public for any commercial purposes.
9. In case of detection of such usages, LIDER shall be free to carry out its investigation and to take all due legal measures including civil law and criminal law measures and precautionary measures.
10. LIDER does not guarantee that the website subject to the agreement or the service shall be uninterrupted or error free or that with the usage of the website or its content, or making any connections with them shall lead to gaining specific results. The website hereunder is provided "as is" and "as available". LIDER does not guarantee that in the files downloaded from the website, there shall be no viruses, contaminating or harmful features. LIDER rejects any overt or implied guarantees other than the web site's compliance for a specific purpose and its commercial value.
11. LIDER shall not be held responsible for any losses that may occur resulting from the usage of the web site subject to the agreement including but not limited to direct, indirect or incidental



damages, consequential damages and punitive damages. LIDER does not provide any guarantee for the results that may be expected from the usage of the website or the website service subject to the agreement.

12. In all disputes, the duly kept books, computer records and printouts, microfilms and microfiches of LIDER shall be deemed exclusive evidence according to the provision of article 193 of the Code of Civil Procedure. The images, records, documents and all other types of computer printouts taken online using the rights granted as part of this agreement, from the website by the CLIENT shall not be deemed as evidence and in case where disputes arise, the official records and documents of LIDER shall be taken into account.
13. In case where collection of receivables seem to have taken place even though it is not the case due to a mistake by the staff at the bank where the payment shall occur, a mistake in the bank records or a mistake by staff of LIDER or the system it uses, this situation shall not grant the CLIENT any rights and also it shall not waiver the obligation of it to pay its debts to LIDER as well. In case of dispute the leader's official records and documents shall be taken into consideration.

## **VII MISCELLANEOUS**

1. The CLIENT agrees and acknowledges in advance that, in case of disputes arising from this agreement, only LIDER's commercial books, documents and records, microfilms, microfiches, computer records and communications in electronic media environment shall constitute the only definitive, exclusive evidences as per the Article 193 of the Civil Procedure Code, regardless of whether they have been confirmed or not. The appeal of the CLIENT against the statements of accounts as per the provisions hereof shall not preclude the application of the provisions specified in the first sentence. The CLIENT waives in advance its right to tender an oath with regard to LIDER's keeping of the books and records in due form.
2. In case the CLIENT breaches this agreement and in other situations specified in this agreement, LIDER is entitled and authorized to deduct, convert the receivables and all payment instruments into cash or bonds and initiate legal proceedings against the guarantors without any notice, warning, court judgment, appointment of term, or pre-determination of the receivable by any competent judicial authority. In case of precautionary assessment request or interim injunction related to any legal proceedings initiated or any lawsuits filed by the CLIENT against LIDER, the CLIENT acknowledges in advance that payment or assignment of collateral shall not be necessary and irrevocably waives its rights to request a collateral loan or payment. The CLIENT agrees and undertakes that in case where it is deemed necessary by the court to deposit guarantee, for the time period from the time of depositing the guarantee until it is taken back, it shall pay the interest calculated with the rate envisaged in article VII/7 in this agreement, that it shall pay the letter of guarantee commission and period interests in case where letter of guarantee is submitted, and that it shall have no objection regarding to these matters.
3. In the performance of the acts arising from this agreement, the notices and notifications to be sent to create a default shall be carried out by means specified in article 18/3 of the Turkish Commercial Code. It shall be so that the instructions sent via the fax transmissions sent via .....[xx] phone number or via emails not containing electronic signature sent via .....[xx] e-mail address shall be carried out by LIDER. The CLIENT undertakes that it shall submit the signed written confirmation of the email instructions to LIDER in the shortest time possible. The CLIENT shall not claim that the instructions sent via fax or email without electronic signature was not from itself after the said instructions are carried out. LIDER shall not be responsible for the originality and dissimilarity of the signatures available at the bottom of the instructions sent via fax. LIDER shall be free of responsibilities provided that it

carried out processes according to the instructions and after execution of LIDER, the CLIENT shall not assert invalidity of the instructions.

The CLIENT agrees, declares and undertakes in advance that it shall start using electronic signature, that it shall notify LIDER of its electronic signature as soon as possible, that it shall use electronic signature, from the time it starts using electronic signature, for all its processes, and that it releases LIDER from responsibilities for all the processes carried out without electronic signature within the period until it starts using electronic signature.

4. - All duties, taxes, dues and costs to be paid for enactment and execution of this agreement and acceptance of collaterals, including also the receivables exceeding the MFV, shall be on the CLIENT's account. Therefore, the CLIENT hereby acknowledges and warrants in advance paying all future variations and increases in relation to such items together with the related accessories that will arise and accrue under any circumstances. On the other hand, the CLIENT irrevocably represents and acknowledges that the CLIENT shall be liable for the penalties which may accrue for any reason and their interests and all accessories and their legal and penal liabilities; and in case LIDER is held liable in relation thereof even due to the provisions of the applicable laws, the CLIENT warrants and guarantees to hold LIDER harmless against such penal and legal responsibilities and accessories before any private or public bodies and institutions, public offices, agencies, and local administrations without any need for a request, appointment of term, litigation or a court judgment and without waiting for the results of the cases.
5. It shall be mandatory for the agreement related to modification of the provisions of this agreement in written form as well. Any claim of modification shall not be taken into account unless it is in written form.
6. If a section of the agreement becomes null and void for any reason, this shall not invalidate the other provisions. However, if it is clearly understood that in the absence of such provisions the parties would not have been able to perform this agreement, then the agreement shall become completely null and void. Termination and nullity of the agreement does not preclude the CLIENT from performing and discharging its liabilities as agreed.
7. Failure of the CLIENT or any of the debtors to perform any due payment shall result in deeming all the receivables of LIDER due without requiring any warning or notification. In case payments are due, acting as a merchant, the CLIENT agrees, declares and undertakes that from the due date of these payments, or for the cases stipulated by special conditions in this agreement, where payments become due; from the date these payments become due, it shall pay default interest with rates of; Central Bank of Turkey overnight borrowing rate + 40 for TL currency debts, USD Libor+20 for USD currency debts, Euribor+20 for EURO currency debts, that the interest rate may be increased unilaterally by LIDER according to the economical developments, and that it has irrevocably waived in advance, of any right to take action and raise objections in this respect. The rates shall be applied in default of ordinary and joint guarantors as well.
8. The general applications of LIDER shall be taken as basis in case interpretation of this agreement is required. Individual applications in favor of CLIENT shall not be basis for interpretation.
9. The matters left to the sole discretion of LIDER shall be arranged with written notifications. These notifications shall remain a complementary part of the agreement from the date it is sent to the CLIENT until a new notification. The notifications shall be valid for the period they belong to.
10. The CLIENT agrees and undertakes that there is no agreement of it with another company providing factoring services which is in effect, and that it shall not sign a factoring agreement with another company providing factoring services regardless of its content and type. The CLIENT agrees and declares that in case of opposition to this provision, according to the international factoring rules, in case there is any guarantee given, it shall be revoked and LIDER

shall have the authority to terminate the agreement immediately. In this case, all the debts of the CLIENT shall be due and the collection of the debts shall be carried out according to article II/10, 12 of this agreement.

11. In case LIDER initiates legal proceedings for collection of the debts owed by the CLIENT to LIDER at any courts and execution offices, the CLIENT agrees to pay to LIDER all charges to be incurred as well as the default interest to be calculated over the rate specified in Article VII/7 for the time period starting from the date that they have been paid to the cashiers of the courts or the execution offices until they are actually collected. The CLIENT agrees that as attorney's fee, it shall pay to LIDER 10% (ten percent) of the total of the principal amount, interest, commissions and all kinds of costs which is specified as total debt in the request to issue enforcement proceedings, or of the amount which is object of demand.
12. CLIENT unconditionally agrees and declares that in case where LIDER carry on with the enforcement proceedings against the CLIENT, it shall pay the prison fees, and if the prison fee is paid by LIDER, it shall reserve the right of requesting the amount it paid with a separate proceeding as compensation.
13. The CLIENT agrees that it shall pay LIDER the costs that may arise for sending account statements. The CLIENT agrees that it shall pay to LIDER the banking expenses and the related taxes that may arise during debt collection, prepayment (financing) or payment.
14. CLIENT and JOINT GUARANTOR/GUARANTORS; In case the CLIENT fails to object to the account statements in due time, for any lawsuits or enforcement proceedings that may occur in the future on these accounts, the amounts specified in the said account statements shall be deemed as the amount of debt without requiring any expert examination.
15. All kinds of cost, commission and interest invoices to be issued within the scope of this agreement related to the factoring processes shall be issued on behalf of the CLIENT.
16. The CLIENT acknowledges and represents that it is liable to immediately inform LIDER of its articles of incorporation, the signatories authorized to represent and bind the CLIENT and the related signatory circulars, and any changes to such authorities and signatories authorized to represent and bind it. The CLIENT hereby acknowledges and represents that LIDER shall not be responsible for any losses and damages incurred because LIDER has not been timely notified of any changes in the documents specified in this article in writing or in case of transactions performed with a power of attorney, because the power of attorney is forged or falsified.
17. 19- The CLIENT agrees and undertakes that in all the transactions carried out or to be carried out with LIDER, LIDER has acted and/or will act for and on behalf of the CLIENT, even if the transaction is not completed, and that transactions are not carried out for and on behalf of any other persons, that LIDER has informed it about the requirements of the relevant legislation and in such a case and/or in case of violation of the Law No. 5549 on Prevention of Laundering of Criminal Revenues and/or any regulations promulgated thereunder, it will notify LIDER in writing.
18. Pursuant to the Law No. 5549 on Prevention of Laundering of Criminal Revenues, the CLIENT agrees and undertakes to notify LIDER without any delay of any changes in its identification, telephone and shareholding structure as provided to LIDER.

The CLIENT agrees and declares that it will notify LIDER that its shareholding structure is about to change, together with all documents and information required, before any change in its shareholding structure or any changes in its articles of incorporation which may make the CLIENT's leading partner to lose its dominant position in the management; that the CLIENT shall immediately submit any other documents and information that may be requested by LIDER with respect thereto.

LIDER agrees and declares in advance that its failure to immediately serve the notice related to the change in the shareholding structure or change of control in the management or its failure to provide the documents and information requested by LIDER will constitute gross violation of the agreement and will also constitute a justifiable reason for LIDER to ask for immediate return of financing and other related amounts.

19. The term "CLIENT" as used in the factoring agreement executed between the parties refers collectively to the persons indicated in the Client/Clients section in the first page above and the undersigned persons. Each of the Clients shall be responsible as joint debtor for all the debts collectible in favor of LIDER occurred because of any one of the CLIENTS due to the provisions of this agreement provided that it exceeds MFV within this agreement. The CLIENTS may not avoid payment alleging that financing was not provided for them.
20. The ORDINARY GUARANTOR/S and JOINT GUARANTOR/S with their names, titles and addresses specified in this factoring agreement agree below that they shall be responsible for this contract as "Ordinary Guarantor" and/or "Joint Guarantor" for the 10 years period from the date of signing of the document without being subject to the time limitations specified in article 589 of Turkish Code of Obligations, for the maximum guarantee limit amount handwritten by themselves and in case of increase of the limit, they shall be responsible for the increased amount, for all the debts occurred/shall occur resulting from the factoring agreement they signed or other factoring agreements they entered as guarantor, their special conditions, annexes, amendments and other reasons; including the debts arising from articles VII/11, 12, 13; for the conventional and default interests entirely, for all kinds of costs and taxes, litigation expenses, for all secondary expenses, and that for the rights that occurred/shall occur; LIDER shall have the right of mortgage, pledge, transfer, swap and deduct over all securities including all rights, receivables, negotiable and documents in accordance with the relevant provisions of Turkish Code of Obligations.

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agrees and declares that they know the financial and economical state of the CLIENT, that they have conducted the required investigation regarding to this, and according to these findings, they became a part of this agreement as "ORDINARY GUARANTOR" and/or "JOINT GUARANTOR".

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agrees and declares that the factoring process carried out based on their guarantee by turns, within their guarantee period, may be carried out by LIDER without requiring consent of the guarantors provided that they are within the guarantee limits.

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agrees and declares that they shall be responsible for the entirety of the interests accrued /to be accrued even though it is larger than one year portion specified in article 589 of Turkish Code of Obligations.

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S accept/s that the provision in article VII/21 of this agreement related to notifications shall be applicable and in force related to them as well.

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agrees that even though there may be no unpaid installments on due time so far, in case where the CLIENT is subject to adjournment of payments, request of bankruptcy, agreement of bankruptcy, occurrence of bankruptcy or for any other reason, they are under the responsibility to pay the debt entirely, provided that they are notified as well, the debt shall be due for them as well; for the lawsuits and proceedings that may be carried out against them, LIDER shall not be obligated to provide guarantee, in case guarantee is deemed required by the court, they shall pay interest for the guarantee deposited to the court until it is returned to LIDER with the rate specified in article

VII/7 of this agreement and also in case bank letter of credit is provided, the commission together with the due interest of it shall be paid by them.

The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agree/s and undertake/s that in case LIDER decides to take the way of sales of existing pledges, it shall be authorized to choose which one of the debts of the CLIENT it wants to accept the collectible for. The JOINT GUARANTOR/S shall agree and declare that even though LIDER have collected the payments from pledges, LIDER shall still have the rights to conduct provisional seizure or proceedings through seizure according to Article 586 of Turkish Code of Obligations.

The partners, shareholders, managers, blood or affinity relatives up to 3rd degree who are ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agree that they shall not claim any demands against LIDER according to Article 594 of Turkish Code of Obligations in case where they are not informed about bankruptcy or agreement of bankruptcy decision of the CLIENT.

In case for the default of CLIENT or for all the receivables to be deemed due, in case there is a condition in this factoring agreement where giving a notice or warning is required; it shall be possible to make the notifications and warnings to be made to the CLIENT together with the ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S at the same time. In case notifications and warnings are not deemed required according to the factoring agreement, it shall not be required to make notifications to the ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S and the debt of the ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S shall be deemed as due at the same time when it is for the CLIENT.

The same principles shall apply to default and the default interest mentioned in the provisions of article VII/7 shall be applied to the ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S as well.

LIDER shall be authorized to collectively or separately demand from the guarantors the entire payment of the debt and its accessories, without being obliged to convert all the collaterals and pledges into cash no matter when they are given or established or to refer to the original debtor in order to constitute security for its receivable, in cases stipulated in the Turkish Code of Obligations. LIDER shall be authorized to demand from the GUARANTORS the entire payment of the debt and its accessories, without being obliged to recourse to the original debtor if final insolvency certificate is obtained, proceedings against it in Turkey becomes impossible or difficult to a significant extent, its bankruptcy is ordered or time is granted for the concordat as a result of legal proceedings conducted against it. Termination of the factoring agreement for any reason does not relieve the liability of the GUARANTORS and/or JOINT GUARANTORS arising from the debts.

LIDER is completely free about the guaranteed loans and the GUARANTORS and/or JOINT GUARANTORS are not entitled to raise any claims or requests against LIDER by stating that they are heavily bound for this reason. The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agree that they consent with the situation in case where LIDER grants time extensions to one or more of the commitments of the CLIENT, or splits the debt into installments, or returns the guarantees given for the debt partially or fully, or releases them or discharges them and that the responsibilities continue in the same way. The ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agrees in advance, in case where there are other ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S exist for this debt or other debts of the CLIENT, in case desired by LIDER, it may not carry out proceedings for the other guarantors or it can release them, while their responsibilities remain in the same way.

21. The CLIENT and the guarantors hereby acknowledge and warrant that, for fulfillment of the provisions specified in this agreement and for delivery of necessary notifications that can made

by LIDER to them, they take the location specified in the related articles of this agreement as their legal domicile without prejudice to Article 21 of the Enforcement and Bankruptcy Code, and in case there is no address available in the specified place, their latest addresses on the Trade Registry Files or the last addresses that LIDER has recently sent a notice shall be deemed as their legal place of residence even if they have not been registered at the related neighborhood unit; that any notifications to be sent to these addresses shall be deemed as sent to them, similarly, a notice sent to one of the parties of this agreement shall be deemed as sent to them all; and if they move to another local legal residence in future, they will immediately notify this new address to LIDER via notary, and in case of failure of such notification, any notifications sent to their addresses specified in this agreement shall be deemed as delivered to them on the date they are deposited with the notary or mail. In case the CLIENT's residence is abroad, or even if they gained this status later, they shall definitely provide a notification address in Turkey; in case it fails to do so, it agrees and undertakes that the notifications made to the addresses written above in this agreement, or to the recorded email address and the notifications to be sent according to provisions 7a and 10 of the Notification Law No. 7201 shall be deemed to have been notified.

22. All disputes arising from this agreement shall be settled by Istanbul (Caglayan) Commercial Courts and Istanbul (Caglayan) Enforcement Offices without prejudice to those provisions of the Code of Civil Procedure which relate to the authorization.
23. The CLIENT and ORDINARY GUARANTOR/S and/or JOINT GUARANTOR/S agree and declare that they have read the entire factoring agreement completely, that they have had it examined by their financial and legal advisors, that they have discussed about each of the articles individually, that they accepted knowingly and entered under obligations knowing the arrangements that may be against their favor as well as their results, that their commercial decisions are in this direction as well, that they do not need to sign each page and have them initialed, and that the provisions of the agreement shall apply to them.
24. This agreement including the special conditions specified below has been issued and signed in 1 original copy on the date of .../.../.....

#### VIII SPECIAL TERMS AND CONDITIONS OF AGREEMENT

1. Prepayment (Financing Ratio), Factoring Commission, Factoring Fee and Other Expenses shall be determined while performing the factoring transaction (during the use).
2. Maximum Factoring Limit: TL [                                      ] ( [                                      ] TL)

CLIENT/CLIENTS

LIDER FAKTORİNG A.Ş.

Signed in my presence...../...../.....

Name-Surname/Signature:

**GUARANTOR(S)**

Maximum Guarantee Limit

Guarantee Date

Guarantee Type

Statement of Guarantor

1.....(.....)

Name            Surname            /            Turkish            ID            No            /            Title:

.....

Address

Signature

Maximum Guarantee Limit: .....(.....)

Guarantee Date : .....

Guarantee Type : .....

Statement of Guarantor

Name            Surname            /            Turkish            ID            No            /            Title:

.....

Address : .....

Signature

Written and signed in my presence...../...../.....

Name-Surname/Signature: