

PRE-CONTRACTUAL INFORMATION FORM

Dear Customer,

We hereby notify you that the financial lease agreement and its annexes, which have been published on the website of our Company and delivered to us in hard copy for negotiation and/or review, contain the following general terms and conditions, explanatory notes intended to ensure the sound execution of financial leasing relations and to secure the maximum benefit for the Lessee, as well as certain provisions of the Financial Leasing, Factoring and Financing Companies Law No. 6361.

We remind you that financial leasing transactions essentially constitute a financing mechanism, whereby the Lessee procures the goods and equipment required for its operations by freely determining the technical specifications and selecting the Seller or Sellers of its choice following extensive market research, and by examining such goods in agreement with the Seller; however, due to the nature of the leasing method and the legal obligation, the invoice must be issued in the name of the financial leasing company. The Lessee enjoys the financing provided to it by remitting the total cost within the framework of the agreed payment schedule, and at the expiry of the lease term, may also acquire ownership of the Leased Property.

As the provisions of the Financial Leasing, Factoring and Financing Companies Law No. 6361 and the relevant secondary legislation shall apply to financial leasing transactions, the texts of the said Law and the applicable Regulation are available on our website for your reference and examination.

We hereby state that you should evaluate the financial lease agreement and its annexes, which you may freely obtain from our Company's website, together with your legal counsel should you deem it necessary, and that the date of extraction must be included on any printouts you obtain from the aforementioned website.

Should you require further information or wish to hold a meeting, we would be pleased to receive you at our Company premises by prior appointment.

1. GENERAL PROVISIONS

EXPLANATORY NOTES REGARDING THE FINANCIAL LEASE AGREEMENT AND ITS ANNEXES

1.1. DEFINITIONS

1. This article and the introduction section of the agreement define the terms frequently used therein. The names and surnames, trade names, commercial titles, registered offices, and places of residence of the Lessee, Joint Guarantors and Sureties, as well as details of the property subject to the agreement, are set out in "Annex 1 – Special Conditions".

1.2. SUBJECT OF THE AGREEMENT

Article 2 sets forth the subject matter of the agreement as the leasing of the equipment specified in "Annex 1 – Special Conditions", which forms an integral part of the agreement, together with the pro forma invoice appended to the agreement, within the framework of the Financial Leasing, Factoring and Financing Companies Law No. 6361 and the relevant legislation, in return for the lease fee.

1.3. ENTRY INTO FORCE OF THE AGREEMENT

Article 3 enumerates the requirements that must be satisfied for the Financial Lease Agreement executed between the parties to become effective.

1.4. LEASE TERM

Article 4 defines the duration of the lease and provides that the lease term is set out in Annex 1.

1.5. OWNERSHIP OF THE LEASED PROPERTY

Article 5 stipulates that ownership of the Leased Property must vest in the financial leasing company pursuant to the applicable legislation, that the Lessor may transfer or assign the Leased Property by notifying the Lessee, and that actual control and possession of the Leased Property rest with the Lessee, including the right to derive economic benefit from it, to the fullest extent permitted under the Financial Leasing, Factoring and Financing Companies Law No. 6361.

1.6. PURCHASE OF THE LEASED PROPERTY BY THE LESSEE

Articles 6 and 7 regulate the conditions and procedure governing the Lessee's right to request the transfer of ownership of the Leased Property, as well as the consequences arising from the Lessee's breach of such obligations and conditions.

2. SPECIAL PROVISIONS CONCERNING THE LESSOR

2.1. NATURE OF THE LESSOR

Article 8 sets out the legal nature of the Lessor, namely that it is a financing institution, and therefore outlines its responsibilities with regard to the Leased Property.

2.2. CASES WHERE THE LESSOR BEARS NO LIABILITY

Articles 9 and 10 regulate the provisions concerning non-liability arising from the fact that the Leased Property has been selected exclusively by the Lessee and that the Lessor's role is confined to financing the transaction, together with instances in which liability may not be attributed to the Lessor under the general provisions due to the absence of fault.

2.3. SPECIAL RIGHTS AND AUTHORISATIONS OF THE LESSOR

This article sets out the rights and powers that the Lessor must possess in order to supervise, verify, and ascertain whether the financial lease agreement is being fulfilled in accordance with the law and proper procedure within the scope of the applicable legislation, given that the Lessee holds possession and actual control of the Leased Property.

3. SPECIAL PROVISIONS REGARDING THE LESSEE

3.1. CERTAIN LEGAL AND FINANCIAL LIABILITIES AND OBLIGATIONS OF THE LESSEE

Under this provision, once the Lessee has determined, through its own assessment, the equipment required for its operations and has selected the Seller accordingly, all activities, permits, licences, registrations needed for the transfer, installation, operation, and leasing of the Leased Property from the Seller to the Lessee's business shall fall within the responsibility of the Lessee; all taxes, charges, and duties shall be borne by the Lessee and shall be paid to the financial leasing company upon invoice. It is further stipulated that the Leased Property shall not be relocated without the prior consent of the owning financial leasing company. In addition, it is acknowledged that all information and documentation submitted by the Lessee to the Lessor must be accurate and correct, and that any conduct to the contrary may lead to damage to the equipment, exclusion from insurance coverage, and a serious breach of the agreement that may constitute grounds for termination pursuant to Article 31/II of the Financial Leasing, Factoring and Financing Companies Law No. 6361, as such conduct would render performance intolerable for the Lessor.

This provision, which stipulates that the Lessee and/or its representatives and attorneys shall bear full responsibility where any documents, information, or declarations used by the Lessee and/or its representatives and attorneys in transactions carried out on their own behalf and account or on behalf of the Lessor concerning the Leased Property are untrue, forged, or falsified, reiterates the fundamental principle of law that an individual must bear the consequences of his or her own unlawful acts.

Furthermore, this provision contains an explanatory clause consistent with the written notice displayed at the Company's premises, which is mandated by the Financial Crimes Investigation Board to be included in such agreements.

3.2. LESSEE'S OBLIGATION TO COMPLY WITH LEGISLATION

The Lessee's obligation to comply with the relevant legislation and the liability arising in the event of non-compliance are regulated herein.

3.3. LESSEE'S OBLIGATION TO PROVIDE SECURITY

This provision regulates the circumstances that entitle the Lessor to request security, additional security, or substitution of existing securities due to developments relating to the Lessee arising after the execution of the agreement.

3.4. LESSEE'S STATUS AS OPERATOR

It is stipulated that the Lessee shall be deemed the operator of the Leased Property and shall bear the responsibilities associated with that status.

3.5. PAYMENT OF LEASE FEES

3.6. DEFAULT IN PAYMENT OF LEASE FEES

16, 17, 18, 19. These provisions set out that the Lessee, having identified the equipment and the Seller and having caused the financial leasing company to acquire the Leased Property, may not refrain from paying the lease fees on the basis that the Lessee must assume responsibility for any defects or deficiencies in the equipment. All increases in cost-related items and taxes arising after the date of execution of the agreement shall be reflected in the lease fee or may be requested separately. The Lessee, as a prudent merchant, waives its right to bring an adjustment action against the financial leasing company, which it has selected after surveying the market among many financial leasing institutions. These provisions also address the consequences of the Lessee's default and provide justification for the fact that the financing debt shall not be reduced in the event of partial or full pre-maturity payment of the lease instalments.

These clauses also regulate the commencement date of default, the method and rate for calculation of default interest, the manner of payment, and the termination of the agreement in the event of default.

3.7. PROHIBITION OF SET-OFF

Should the Lessee have any receivable from the Lessor for any reason, it is stipulated that such receivable may not be offset or set off against any outstanding debts in accordance with the general provisions.

3.8. DUTY TO USE AND PROTECT THE LEASED PROPERTY WITH CARE

3.9. MAINTENANCE AND REPAIR OF THE LEASED PROPERTY

21, 22, 23. In these provisions, owing to the Lessee's possession and broad actual control of the Leased Property, and the Lessee's entitlement to derive economic benefit therefrom, it is stipulated, and explained in line with the Financial Leasing, Factoring and Financing Companies Law No. 6361, that the Lessee bears the obligation to protect the Leased Property to the fullest extent, ensure its maintenance and repair, and use it in accordance with warranty conditions. Accordingly, the Lessee shall be solely liable for any resulting loss or damage.

3.10. DAMAGE AND LOSS OF THE LEASED PROPERTY

24. This provision regulates liability and legal consequences in the event of damage to, or loss of, the Leased Property.

3.11. PROHIBITION OF TRANSFER OF THE LEASEHOLD

This provision stipulates that the Lessee shall not permit any third party to use the Leased Property, whether with or without consideration, nor transfer, utilise, or abandon the Leased Property, and that any conduct to the contrary shall give rise to the obligation to compensate any loss or damage sustained by the Lessor as a result thereof, and may further entitle the Lessor to terminate the agreement immediately. It is also stated that the transfer of any rights of the Lessee arising from this agreement is subject to the Lessor's prior written consent.

In addition to safeguarding the Lessor's title as owner, the purpose of this provision is to preserve the Lessor's right to claim insurance indemnity without diminution.

3.12. LOCATION OF THE LEASED PROPERTY

It is regulated that the location of the Leased Property shall be expressly stated in the special conditions section (Annex-1), and that the Leased Property may not be moved to any other address without the prior written consent of the Lessor. This clause is intended to protect both the Lessor's ownership title and the right to claim insurance compensation.

3.13. NON-DELIVERY OF THE LEASED PROPERTY AND ITS CONSEQUENCES

3.14. LIABILITY FOR DAMAGE CAUSED BY THE LEASED PROPERTY TO PERSONS AND THE ENVIRONMENT

27, 28. These provisions regulate the consequences of the failure to deliver the Leased Property and provide that, in circumstances where the contract is to be terminated or where the Lessee's actual control over the Leased Property ceases following delivery, or in other circumstances specified in the provision, the Lessee shall not be relieved of the contractual obligations it has undertaken. It is expressly stated that all liabilities, including those arising from damage caused to third parties or to the environment by the Leased Property, shall rest exclusively with the Lessee.

4. ACQUISITION BY THE LESSOR AND TRANSFER OF OWNERSHIP

4.1. SELECTION AND ORDERING BY THE LESSEE

4.2. PAYMENT OF THE LESSOR'S CONSIDERATION

29, 30. These provisions regulate the matters, procedures, and responsibilities to be included in the agreements concluded between the Lessee and the Seller or authorised service providers concerning the Leased Property supplied from Türkiye or abroad. In particular, the intention is to ensure the protection of the Lessee in relation to the Seller, especially due to the registration of the sale being conditional upon the Lessee's acceptance under the agreement.

4.3. WARRANTY CERTIFICATE

The issuance of the warranty certificate for the Leased Property, the exercise of rights arising under such warranty, and the apportionment of liability in respect thereof are regulated.

4.4. DELIVERY AND INSTALLATION OF THE LEASED PROPERTY TO THE LESSEE

4.5. TRANSFER OF OWNERSHIP

32, 33, 34, 35. These provisions, concerning the transfer of possession of the Leased Property to the Lessee, the receipt of the Leased Property from the Seller, the identification of deficiencies or defects, the exercise of claim rights against the Seller, the prosecution of legal proceedings, the Lessee's designation of the Leased Property and the Seller, and the Lessee's requisite expertise and familiarity with the Leased Property, are based on the fundamental principle that the Lessee is, and must be, the party who determines the technical requirements of its business, evaluates the Seller, and selects the appropriate equipment and supplier.

Accordingly, these provisions emphasise that the Lessee must assume all risks relating to the Seller and to the equipment in question, and must bear all resulting consequences. It is expressly stated that financial leasing companies, being solely financing institutions without the capacity to assess the nature, characteristics, or technical specifications of the equipment or the business in which it will be used, cannot be held liable for risks or damages pertaining to the goods or the Seller.

5. PROVISIONS RELATING TO INSURANCE

5.1. INSURANCE COVER

5.2. PAYMENT OF INSURANCE PREMIUMS

5.3. OCCURRENCE OF THE INSURED RISK

5.4. UNINSURED RISKS

5.5. ALLOCATION OF INSURANCE INDEMNITY

36, 37, 38, 39, 40, 41. These provisions regulate the obligation to insure the Leased Property, in the name of the Lessor, against all risks, with the insurance premiums to be paid by the Lessee; the consequences of the Lessee's default in paying such premiums; the circumstances in which insurance indemnity may be lost; the procedure to be followed upon the occurrence of an insured risk; the measures required in the event of an increase in risk and the resulting consequences; the method of allocating insurance indemnity; the obligations imposed on the Lessee; the consequences of any breach of these obligations; and the Lessor's right to terminate the agreement.

6. PROVISIONS RELATING TO THE EXPIRY AND TERMINATION OF THE AGREEMENT

6.1. TERMINATION OF THE AGREEMENT

These provisions regulate the termination of the Financial Lease Agreement, including termination through the sale of the Leased Property to the Lessee and termination without the sale of the Leased Property.

6.2. EXERCISE OF THE RIGHT OF TERMINATION BY THE LESSOR

6.3. RETURN OF THE LEASED PROPERTY

6.4. DUE DATE OF ALL LEASE AMOUNTS

6.5. COMPENSATION FOR DAMAGES

43, 44, 45, 46, 47. These provisions regulate the circumstances in which the Lessor is entitled to terminate the agreement before the expiry of the lease term, the rights of the Lessor arising in the event of termination, and the manner and consequences of such termination. Furthermore, they regulate the Lessee's obligation to return the Leased Property, the procedure to be followed in doing so, the Lessee's responsibilities in this regard, and the due date of all lease payments.

7. MISCELLANEOUS PROVISIONS

7.1. LIABILITY OF JOINT GUARANTORS

This clause regulates that the guarantors shall be liable as joint and several sureties, the scope and consequences of their liability, the maximum limit of their guarantee, and the elements required at the end of the agreement in accordance with the relevant provisions of the Turkish Code of Obligations.

7.2. DECLARATIONS AND CAPACITY

49, 50. These provisions govern the obligation of the Lessee and the guarantors to submit financial statements, the obligation to notify changes, the extent of such obligations, and the fundamental principles designed to safeguard the Lessor's proprietary rights.

7.3. OFFSETTING THE LESSEE'S PAYMENTS AGAINST DEBTS

In the event of the Lessee's default, any payments made shall first be applied to default interest and insurance receivables, and only thereafter to outstanding lease receivables.

7.4. INTEREST RATE TO BE APPLIED TO DEBTS OTHER THAN LEASE AND INSURANCE

This provision regulates the interest rate applicable to the Lessee's debts other than lease payments and insurance premiums.

7.5. OTHER UNDERTAKINGS OF THE LESSEE

This clause regulates how the authority to dispose of the Leased Property shall be exercised where the Lessor repossesses the Leased Property for a justified reason or with the Lessee's consent.

7.6. DEFAULT BY THE LESSEE UNDER OTHER AGREEMENTS

This provision regulates the impact and consequences on the present agreement where the Lessee or the guarantors fail to fulfil their obligations under other agreements concluded with the Lessor.

7.7. INSURANCE OF COLLATERAL

This article regulates the procedure for insuring assets, other than the Leased Property, which serve as collateral to the agreement.

7.8. EVIDENCE AGREEMENT

This clause provides that, in the event of a dispute between the parties, the Lessor's books, records, and auxiliary documents shall constitute conclusive evidence, and is deemed an evidential agreement within the meaning of Article 193 of the Code of Civil Procedure.

7.9. LAWSUITS AND LEGAL PROCEEDINGS

This article sets out the procedure for the collection of the Lessor's receivables, the scope of the Lessee's responsibilities in this regard, and the conditions governing the forfeiture of collateral.

7.10. COMPETENT COURT

This provision determines the competent court in the event of disputes arising between the parties and constitutes a jurisdiction agreement.

7.11. WRITTEN FORM

This article regulates the procedure applicable to all transactions and correspondence between the parties to the agreement.

7.12. NOTIFICATION ADDRESS OF LESSEES AND GUARANTORS

This provision regulates the fundamental principles relating to the protection of the Lessor's proprietary right and the procedures for service of notices.

7.13. CONFIDENTIALITY

This clause provides for the prohibition on disclosing information obtained by the parties about one another and specifies the limited circumstances within which confidential information may lawfully be disclosed.

7.14. FACSIMILE AGREEMENT

This provision regulates the method and legal consequences of fax messages transmitted between the parties to the agreement.

7.15. ARTICLE HEADINGS

This clause contains an explanation regarding the interpretation of the headings of the provisions in the agreement.

7.16. APPLICABLE LAW

In the absence of any specific provision in the agreement, it is regulated that the Financial Leasing, Factoring and Financing Companies Law No. 6361 and the relevant legislation shall apply.

7.17. PLACE OF PERFORMANCE

This article regulates the place of performance of the contractual obligations.

ANNEX 1 – SPECIAL CONDITIONS

In this annex to the Leasing Agreement titled “ANNEX-1 SPECIAL CONDITIONS”, the names and surnames, titles, commercial centres, places of residence, and notification addresses of the Lessee and Joint Guarantors, the description of the Leased Property and its location during the term of the agreement, the scope and value of the cost basis used in calculating the lease fees, the manner of payment of costs and expenses, and the applicable default interest rate are set out.

**Received in Person
for Examination/Discussion**