

EFEKTIF SUBSCRIPTION and SALES AGREEMENT

(London Metal Exchange)

1-) Efektif Advisory and Software Services, Inc.

Title: Efektif Advisory and Software Services, Inc. (Hereinafter referred to as shortly EFEKTIF)

Address: Leylak Sokak, Nursanlar İş Merkezi, A Blok D:39/40 Şişli/İstanbul - TURKEY

Telephone: 0090 212 354 54 54

Fax: 0090 212 356 47 88

E-mail: info@efektifdata.com

2-) SUBSCRIBER

Name/Last Name/Title : ... (Hereinafter referred to as shortly SUBSCRIBER)

Address : ...

Telephone : ...

Fax : ...

E-mail : ...

BILLING INFORMATION:

Title :

Tax Office :

Tax Office Reg. No :

Address :

Telephone/Fax :

PAYMENT AND SUBSCRIBER'S INFORMATION:

Subscription Rate :

Payment Period :

License Information :

Installation Address :

Telephone :

This Contract .../.../... Is concluded between EFEKTIF and the SUBSCRIBER, on the conditions determined by this contract, on a computer screen in real time or delayed LME (London Metal Exchange) data in order to provide information .../.../... Shall begin as of the date ... Concluded for this period.

The SUBSCRIBER declared and accepted the confirmation of the contract about the required order of the product/service, the basic qualifications, and other rights to pricing and payment and delivery information on the front that read the information, and the information matches up with them within the scope of the information contained in the above product/service subscription as on www.metalmetre.com website in electronic media.

ARTICLE 1-) SUBJECT OF CONTRACT:

- With this contract, EFEKTIF undertakes to supply the information received from London Metal Exchange, and other financial markets by the convention of information received to the SUBSCRIBER, through the website via internet, providing real-time or delayed monitoring of the subscriber, and the subscriber to comply with the obligations imposed on itself, as the following figure and conditions, and both are committed to mutual terms.

ARTICLE 2-) DEFINITIONS AND DESCRIPTIONS:

- 2.1-) SUBSCRIBER: Shall only built its own access and/or use information through the service provided by EFEKTIF to their staff person. The staff and/or the institutions served on behalf of clients are covered as SUBSCRIBER within the context and referred in this contract.
- 2.2-) Guarantee SUBSCRIBER: SUBSCRIBERS to access to information, which can be identified by code and secret password or those provided without authorization control access to information receiving consumers, like NON-SUBSCRIBER's staff are person singular.
- 2.3-) DATA: Refers to the data described and defined by London Metal Exchange and other financial markets.
- 2.4-) INTELLECTUAL PROPERTY RIGHTS: Without looking at, whether or not registered, refers to the patent, trademark, service mark, copyright, database rights, topography rights, design rights and all related applications and registrations, technical knowledge (know-how), privacy rights, trade mystery about the subject and the framework of the law or the rights and protection of a similar nature anywhere in the world, including the shape refers to any other intellectual property right.
- 2.5-) CONTINUOUS DATA CARRIER: refers to all kinds of information tool and media environment allowing the subscriber, enabling for the information sent to him personally, allowing the necessary examinations and the recording of the same reach, for a reasonable period for the purpose of this information.
- 2.6-) CONSUMER SUBSCRIBER: Employer is, who uses or acquires for professional and non-commercial purposes, the service/product subject to this convention contract.

ARTICLE 3-) GENERAL CONDITIONS OF CONTRACT:

- 3.1-) EFEKTIF, provided the physical conditions must be supplied by the SUBSCRIBER, the latest within one week following the effective date of this contract, EFEKTIF will complete the contracted installation and will start to instruct user education.
- 3.2-) EFEKTIF, required for the contracted work, will serve according to the international norms and rules. However, the knowledge transfer liability of EFEKTIF, is limited to the following cases.
- 3.2.1-) EFEKTIF, may temporarily, without notice can discontinue the publication in case of mandatory cases.
- 3.2.2-) With the condition to inform and communicate the results of EFEKTIF, may take changes to hardware and communication systems, can open, close or alter additional services within the program partially or completely. SUBSCRIBER, undertakes and accepts this that, he will not create demand compensation and termination committed to the outcome.
- 3.2.3-) EFEKTIF, for the problems occurring, especially for reasons not caused by him, the termination and cessation of publication, corruption, can not be held responsible.
- 3.3-) EFEKTIF, due to the inconvenient fact that both, technical data that is transferred to the subscriber, by contract, as content, false and/or incomplete and/or misleading will not to be held responsible for the receipt by SUBSCRIBER, and consequently cannot be held liable for damage that may arise before the third parties.
- 3.4-) EFEKTIF, is the privileged owner of any information notice of the hardware used in the achievement of knowledge, programs, data bases and their derivatives produced by SUBSCRIBER. Regardless of what motivated each way, cannot supply information and data base received on electronic media and/or in print and/or other means, publish, distribute, propagate, make accessible to third parties.
- 3.5-) EFEKTIF, has the right to inspect the usage of the information communicated to the SUBSCRIBER, in accordance with the conditions of the contract, whether used properly or not at any time.
- 3.6-) SUBSCRIBER accepts, declared and undertakes the responsibility of the records due to the use of a obtained using recordings by using the EFEKTIF services, are doing with their consent, for any damage incurred due to these faults occurring due to the service using the computer, is a wholly owned responsibility belonging to them, for the loss of information, and other losses, for damages incurred due to the service usage, EFEKTIF will not be held responsible of any rights under any name and it shall and will not claim any right or receivables on behalf of any name.
- 3.7-) The information, comments and recommendations contained related with web service, are not within the scope of investment consultancy. The SUBSCRIBER accepts, declares and agrees in advance, that by showing why these comments and informations for any rights, harm and agree not to claim for any compensation, harm and losses. Investment advisory services, published by Capital Markets Board Publication Serial: V, No: 52 No Investment consultancy activities and within the framework of the communique on principles regarding intermediary institutions, portfolio management companies, banks not accepting deposits are presented within the framework of the investment consultancy agreement signed between the customer and the institutions. The results obtained here, the preferred method of calculation and/or comments are based on any specific person; so the risk and return preferences and financial condition of the SUBSCRIBER may not be appropriate, just to give

investment decisions based on the information contained herein may not lead to healthy results.

- 3.8-) CONSUMER SUBSCRIBER, will be able to appeal complaints and applications, within the monetary limits set by the Ministry in December every year, for purchased the product or the consumer court of the domicile of the arbitral tribunal of consumer issues.

ARTICLE 4-) FEE AND CHARGES:

- 4.1-) The fee stated on the front page of the contract, in accordance with the billing period, will be paid in cash, over the TR Central Bank selling rate of exchange, at the latest within 7 days from the invoice date and the date of payment by the SUBSCRIBER.
- 4.2-) T.L. if the contract renewal made over the contract, the contract price is increased by CPI index of ITO (ICC) at the date of agreement.
- 4.3-) After signing of this contract with KDV (VAT) and stamp tax legislation that may arise as a result of arrangements made, taxes and charges arising are not included in the price. Price and tax increases of London Metal Exchange (LME) will be implemented, will be carried out separately by SUBSCRIBER.

ARTICLE 5-) TERM OF PERIOD AND TERMINATION:

- 5.1-) This contract lasts one year from the effective date (if mentioned on the order form this time is shorter than the time specified, it is that period) and unless otherwise notified in writing by the parties, at least one month before the expiry date of the contract it is renewed under the same conditions except for the fee, for extended period of one year.
- 5.2-) In any act of violation of this agreement, including the obligation to pay fees, by the SUBSCRIBER, EFEKTIF has the right to terminate the agreement unilaterally. In this case, the SUBSCRIBER cannot escape from the obligation to pay the entire subscription fee; cannot claim any rights or compensation from EFEKTIF. Furthermore, EFEKTIF can also, and may demand compensation for any damage incurred due to termination due to this violation act.
- 5.3-) If there will be submitted by the wrong, false, incomplete information and misleading statements given on this contract by the SUBSCRIBER, to him, without warning and without notice, EFEKTIF may terminate this agreement contract immediately and unilaterally.
- 5.4-) Upon termination of the contract on the basis of any cause, all kinds of equipment, hardware and software material, given to the SUBSCRIBER, will be refunded to EFEKTIF, not later than 3 business days from the date of not object to the value reported by EFEKTIF on the basis of their foreign currency on the day on and accept cash payment and will pay one lump sum.
- 5.5-) The SUBSCRIBER, cannot present or make use of www.metalmetre.com screen in any way to EFEKTIF's competitors. Otherwise, compensation for loss or damage arising from any violation will be requested from the SUBSCRIBER.
- 5.6-) SUBSCRIBER AS THE CONSUMER, by giving the written notice at any time to terminate the subscription agreement. EFEKTIF will fulfill SUBSCRIBER's subscription to end within 3 days following the receipt of a written demand to bring to an end, and the subscription ending will be notified to the SUBSCRIBER. SUBSCRIBER, will be responsible if the price of the service and if any debts, to pay until the end of the contract immediately to pay debts, immediately.

ARTICLE 6-) DEFAULT:

- In case of Default according to the contract fee or any payment obligations arising from this liability and so are not met, without any warning and without prior notice, the default interest to be applied to calculating from the moment of the emergence of the situation in regard to TL, %2 per month will be agreed by the parties.

ARTICLE 7-) GUARANTEES:

- 7.1-) Disruptions that may occur due to their defect or fault, EFEKTİF, guarantees the fix and make corrections as soon as possible.
- 7.2-) Force Majeure like compulsory reasons, including violation of conditions of contract by SUBSCRIBER, not caused by EFEKTİF of any trouble, will not be covered under warranty.

ARTICLE 8-) MISCELLANEOUS PROVISIONS:

- 8.1-) This agreement shall enter into force at the moment of signing by authorized representatives of the parties.
- 8.2-) This agreement unless shall not violate the provisions of registered text, may be amended by written additional protocols.
- 8.3-) All notifications between the parties should be written notifications. Addresses of the parties are indicated in the contract. Unless otherwise notified in writing to the other party notifications to these addresses will be considered valid and legal.
- 8.4-) The SUBSCRIBER accepts and acknowledges that, declaration of those whom are the authorized during establishment and execution of this agreement.
- 8.5-) As per this agreement, any right born shall not be used due to a right is born, does not constitute a waiver of that right.
- 8.6-) This agreement and its rights and claims arising from this agreement requirements of the contract, will be non-transferable and non-negotiable, in any way.
- 8.7-) In accordance with this agreement, the contractual parties have agreed as a trade secret for any information they have learned. For this reason, they undertake the responsibility and liability not to disclose publicly and commit themselves to hugging-mugging, without prior written consent of the other party, to provide this information to third parties under no circumstances of each.
- 8.8-) In case of commercial disputes arising from this agreement, even unilaterally, albeit with the accounting books, records and documents all kinds of EFEKTİF, of HMK 193, shall constitute a final and exclusive evidence of the meaning of Article 193, according to HKM (Legal Court Law)
- 8.9-) This agreement shall be governed by the law of the Republic of Turkey. Istanbul Courts of disputes and enforcement bodies authorized. This agreement was signed in English and Turkish. Turkish text shall prevail valid in case of dispute.

SUBSCRIBER	EFEKTİF
Name:	Name:
Title:	Title:

Seal/Signature:

Seal/Signature: