

## BANKING SERVICES AGREEMENT

### ARTICLE 1 - PARTIES

Türkiye Halk Bankası A.Ş. (the Bank) and the Customer have signed this agreement having agreed upon all the conditions set forth below.

### ARTICLE 2 - DEFINITIONS

For the purposes of this Agreement;

**2.1. Bank:** Means Türkiye Halk Bankası AŞ (shortly Halkbank) and/or its branches,

**2.2. Client:** Means a real person or a legal entity who is offered banking services by the Bank and signs this agreement.

**2.3. Distribution Channels:** Mean the general name for all alternative distribution channels, in addition to the Branches of the Bank, including, but not limited to ATM (Bank24), Dialog, internet banking, mobile banking, SMS banking, Social Media Banking, where services that are subject to this agreement are provided.

**2.4. Electronic Banking Services:** Refer to the general name of all products and services offered by the Bank through Distribution Channels other than the Bank's Branches, and the client may start using the relevant channel by creating a password for the channel where the bank provides services other than the branch.

**2.5. Dialog:** Means a channel which enables the Client to perform those banking services determined by the Bank through a telephone.

**2.6. Password:** Means any code and password which is used to access the Bank's Distribution Channels and/or to conduct those banking transactions deemed appropriate by the Bank through such channels and delivered to the Client by the Bank or created by the Client himself via Dialog, Internet Banking, Mobile Banking, SMS Banking or Şifrebaz/Şifrebaz Cep, and computers, wired/wireless devices/system applications which are required to be used by the Client at certain stages to conduct banking transactions via the Distribution Channels.

**2.7. IVR:** Means a voice response system that welcomes the Client when he calls Dialog, enables him to obtain information, to conduct a transaction, or to connect to a customer representative by guiding him via keys or voice.

**2.8. IVN:** Means an automatic outbound calling system which is used without a Live Operator and is capable of perceiving the answers given by the caller by using voice or keys.

**2.9. Security Steps:** Means Client Number, calling number, card number, all codes, internet passwords, dialog code, card code, private and confidential information of the Client written in the application form, all Bank products usage data, biometric verification processes, callbacks, computer, wired/wireless device/system applications which the Client has to use at certain stages in order to conduct banking transactions at the Distribution Channels, pieces of information to be asked to the Client by the customer representative during the transactions, and informative SMS.

**2.10. Internet Banking:** Means a channel through which all banking services specified herein and offered by the Bank to the Client are conducted using the Internet and Social Media Channels.

**2.11. Mobile Banking:** Means a channel through which banking transactions determined by the Bank are

realized using mobile browsers, mobile platforms, mobile phones/personal digital assistants/tablet computers and/or wired/wireless devices/system applications.

**2.12. SMS Banking:** Means a channel through which all banking services specified herein and offered by the Bank to the Client are conducted and the customer is informed using the Client's mobile phone recorded at the Bank.

**2.13. TV Banking:** Means a channel through which banking transactions determined by the Bank are conducted via a digital TV channel and in a secure environment.

**2.14. Electronic signature:** Means an electronic signature which the Client has obtained from the authorized agencies pursuant to the applicable legislation and which enable banking transactions, products and services of the Bank described hereunder to be used.

**2.15. Demand Gold Deposit Account:** Means a deposit account through which amount of gold in "grams" in return for currencies priced by the Bank is physically delivered to the Client, or without conducting any physical delivery, the sales proceeds are transferred,

**2.16. Fixed-Rate Account:** Means a deposit account to which a fixed rate determined at the opening date of the account applies throughout the term, and interest payments are made at such rate during the term,

**2.17. Variable-Rate Account:** Means a deposit account to which an interest rate determined subject to an index rate (GDS, CPI, Benchmark Bond, LIBOR or EURIBOR) applies, and interest is paid at such rate in each interest payment period.

**2.18. Benchmark Bond:** Means the simple interest rate of the benchmark bond.

**2.19. LIBOR:** An interest rate used by creditworthy banks to extend loans to one another in USD in the London inter-bank market.

**2.20. EURIBOR:** Means an interest rate used at EU monetary markets as a reference rate to lend funds in EUR.

**2.21. Automatic Transfer:** Means a transaction by which, based on an instruction delivered by the Client in advance, the Bank automatically debits the Client's account, and credits the accounts of persons and/or entities specified by the Client.

**2.22. Electronic Fund Transfer (EFT):** Means an electronic payment system that enables to send a payment in Turkish Lira from one bank to another.

**2.23. Abone24:** Means a system that enables to pay electricity, water, phone, natural gas, cable TV bills, etc. through automatic transfer, Dialog, Internet, Bank24, and the Branch based on the instruction of the Client.

**2.24. Taksit24:** Means a system that enables to conduct transfers automatically at certain periods.

**2.25. Fon24:** A demand account which is opened by the Client for use in automatic purchase, on behalf of the Client, of investment instruments offered by the Bank and which is managed together with an investment account held at the Bank in the background.

**2.26. Intermediary Institution:** Means an investment institution(s) acting on behalf of the Bank and intermediating in transmission of orders or in portfolio transactions in the framework of a "Framework Agreement

on Intermediation in Order Transmission" executed / to be executed between Halk Yatırım Menkul Değerler A.Ş. an affiliate of the Bank and/or other investment institutions in the scope of the Capital Markets Legislation.

**2.27. Exchange:** Means Borsa İstanbul A.Ş. and stock exchanges in Turkey and abroad in which capital market instruments are traded.

**2.28. Order (Buying – Selling Order):** Means a notice by the Client to the Bank through which the Client instructs purchase or sale of capital markets instruments in writing, verbally or via telephone, fax or electronic communication systems in accordance with the terms of this agreement.

**2.29. BIST:** Means Borsa İstanbul A.Ş.

**2.30. CRA:** Means Merkezi Kayıt Kuruluşu A.Ş. (Central Registry Agency)

**2.31. Security:** Means a negotiable instrument that grants partnership and creditor rights, represents a certain amount, is used as an investment instrument, generates periodic yields, is issued in specie, printed as a series, contains the same phrases, and is subject to such terms as determined by CMB.

**2.32. Capital Market Instruments:** Mean capital market instruments regulated or hereinafter regulated in various regulations and communiqués of the Capital Markets Board pursuant to the provisions of the Capital Market Law.

**2.33. Repo:** Means an agreement where the Bank sells securities set forth in the current or future regulations issued by the Banking Regulation and Supervision Authority (BRSA) and authorized bodies to the Client at the exchange or over the counter with a repurchase commitment in accordance with the provisions of the relevant legislation and the relevant section of this Agreement.

**2.34. Reverse Repo:** Means an agreement where the Bank buys securities set forth in the current or future regulations issued by the BRSA and authorized bodies at the exchange or over the counter from the Client with a resale commitment in accordance with the provisions of the relevant legislation and the relevant section of this Agreement.

**2.35. CMB:** Means the Capital Markets Board.

**2.36. Financial Obligations:** Means any tax (Banking and Insurance Transactions Tax (BITT), funds (Resource Utilization Support Fund (RUSF), duties, fees and charges which are currently effective or may be imposed in the future.

**2.37. Card:** Means a credit card, debit card or prepaid card defined under Law no. 5464.

**2.38. Account:** Means any deposit account, or investment account which is opened to keep Turkish Lira (TL), Foreign Exchange (FX), securities or gold at the Bank and to benefit from tools and services connected therewith.

**2.39. Accumulated Deposit Account (ADA):** Means a variable-rate account which can be opened in TL/USD/EUR for such minimum or maximum terms determined by the Bank, and where you can increase your savings by investing the installment amount in specified terms.

**2.40. Investment Account:** Means an account opened and managed at the intermediary institution and the Bank in accordance with the Capital Market Legislation.

### ARTICLE 3 – DEPOSIT ACCOUNTS

**3.1.** The Client's accounts opened at the Bank shall be governed by the provisions of this agreement.

**3.2.** The Client agrees and declares that if as a result of

findings and examinations by the Bank in relation to his account which is established with the Bank and classified under the demand saving deposit account group based on the documents submitted by the Client it is found that the account is being used for commercial purposes, the Bank shall be unilaterally entitled to assign the account to the Demand Commercial Deposit group; and if such an action is taken by the Bank, the Bank shall not have any obligation except informing the Client in writing or through other channels at his address known by the Bank.

**3.3.** Accounts opened by two or more persons are called "JointAccounts". If any record has not been created during or after account opening, showing how the account shall be used, such an account shall be considered as a "Joint Tenancy Account". In this case, each partner has the right of disposal over the account. The Client agrees and declares that in respect of monies and assets deposited, or negotiable instruments delivered by account holders or third parties to the account and payments from the account and all disposals, transactions and acts on the account, the delivery of a statement, letter, reconciliation request or another notice to any one of the holders of the joint account shall be sufficient, and such notice shall give rise to consequences also for other account holders, and account holders agree that any of them shall represent all account holders in respect of receipt of any such notice.

**3.4.** An account may be opened with the Bank in the name of a client who is under guardianship or custody by third persons provided that the legal nature of such account is a donation. However, unless the 3rd party who opens the account instructs otherwise in writing, the client's parent/guardian/trustee can conduct transactions in such account opened by the third party in accordance with the legislation.

**3.5.** The Client's requests to draw money from demand deposit accounts through any Distribution Channel can be fulfilled within transaction/amount limits to be set by the Bank.

**3.6.** If the amount which the Client demands via a Branch is not available at the Branch's vault, the Bank shall make the payment to the Client in no later than one business day.

**3.7.** The Client agrees and declares that if the accounts covered by the agreement are inactive for minimum two years and/or the balance of the accounts fall below a limit which is unilaterally set by the Bank and may be changed without notice, then the Bank shall be entitled to close such accounts. The Bank is entitled to close any account which has no balance and remains dormant for 2 years without waiting for an instruction from the account holder and without a notice.

**3.7.1.** Shares and bonds kept in custody by the Bank, amounts kept in the accounts opened in the name of a client for the issuance of a check book, even if the check book has not been delivered, remittances, deposits, receivables and safety deposit assets including the interest that will accrue until the prescription date, all deposits, safety deposit items and receivables shall prescribe if they are not sought in ten years as from the client's most recent demand, transaction, or the date of any written instruction.

**3.7.2.** The Client agrees and declares that if he fails to make an application for any deposit, safety deposit item and receivable equal to and in excess of Fifty Turkish Liras and which prescribe in a calendar year, he shall be warned by the Bank with a registered letter to be sent until the end of January of the next calendar year

that such accounts shall be assigned to the Fund; such deposits, safety deposit items and receivables and any deposits, safety deposit items and receivables the amount of which is below fifty TL shall be announced at the Bank's website as a list for four months starting from February; the fact that such lists have been announced at the Bank's website shall be advertised for 2 days in the first 2 of five national newspapers with the highest circulation taken place in the Press Advertising Agency lists at the time of advertisement request until 15th day of February; the lists posted at the website shall also be dispatched concurrently by the Bank to the Banks Association of Turkey and the Fund, and the Banks Association of Turkey and the Fund shall publish such lists in consolidated form in its own website until the end of May, and the Bank shall be entitled to collect any expenses, costs and BITT withholdings related to the registered letters to be sent by the Bank by charging the Client's account(s).

**3.7.3.** The Client agrees and declares that any deposits, safety deposit items and receivables which have prescribed and are not sought by the Client himself or his inheritors until 15th of June shall be transferred to the Fund's accounts at the Central Bank of the Republic of Turkey or at the banks determined by the Fund Board until the end of June; the Bank shall notify this situation to the Fund within one week as from the date of transfer in the form of a list showing identity details, addresses and claims, including the amounts which such claims have reached along with their interest.

**3.7.4.** The principal amounts of the Client's saving deposit accounts in Turkish lira, foreign currency and precious metals held at the Bank and interest discounts pertaining to such accounts are insured up to such amounts specified in the Banking Law, the Fund Communiqués and other legislation.

**3.7.5.** Pursuant to article 62 of the Banking Law, deposits, safety deposit items and receivables held at the bank shall prescribe if they are not sought in 10 (ten) years effective from the last request, transaction, or any written instruction of the beneficiary. Any deposit, participation fund, safety deposit items and receivables which have prescribed shall be transferred to SDIF, or in case of a change in legal grounds, to such institution to be commissioned or set up for such purpose, following the date of announcement to be made if the Bank fails to reach the beneficiary. Applications related to prescribed accounts are determined by SDIF.

**3.7.6.** The Client agrees, declares and undertakes that such deposits, safety deposit items and receivables, including interests thereof, shall be recorded as revenue by the fund as of the date of transfer.

**3.7.7.** The Client agrees and declares that in case of accounts which have been opened in the name of minors and only for payment to such minors, the prescription period starts to count as from the date the person is of legal age.

**3.7.8.** The Client agrees and declares that in case of accounts frozen by authorized bodies, the period of prescription shall stop at such date when the account is frozen, and shall resume when the account freeze is cancelled.

**3.8.** A Time Deposit Account shall be applied the interest rate which is announced by the Bank and explicitly or implicitly agreed by the Client. In the event that interest rates applicable to the account are changed by the Bank, the new rate shall apply to the renewed account at the end of the term without further notice.

**3.9.** If the Client demands to withdraw all or part of the amount kept in the demand deposit account at the Bank prior to maturity, he may not demand interest for the amount withdrawn and/or left in the account.

**3.10.** If the Bank deems it desired, it may renew the Client's time deposit account(s)/ADA at the end of the term subject to the conditions herein set forth and for the same term unless the Client instructs otherwise.

**3.11.** In all transactions related to time/demand foreign currency deposit and demand gold accounts, the rates to apply shall be the foreign exchange rate, gram gold selling price or the effective buying/selling rate, as the case may be, according to the type of transaction, determined by the Bank at such date and time the transaction is executed.

**3.12.** If the Client desires to close his time deposit account by transferring it to a demand foreign currency account held at the Bank and/or demands the amount of FX held in his time/demand deposit account to be paid in TL from a branch of the Bank, the amount shall be paid at foreign exchange/effective buying rate by the Bank's branch.

**3.12.1.** If, upon the Client's request, an amount held at the demand gold account can be paid to the Client in TL or its equivalent in a currency priced by the Bank at the time of the transaction.

**3.12.2.** If the Client desires that his account be closed and payment be made in a currency other than the one in which the account was initially opened, and such payment request is accepted, the Bank shall convert the amount of the account to TL at such foreign exchange buying rate to be determined by the Bank, and shall transfer the foreign currency demanded in return for TL to the specified demand foreign currency account over the selling rate to be determined by it. If the Client desires to perform such transaction through the electronic banking services, the same flow shall again be used, and the Bank shall be able to pay the requested foreign currency by check or transfer. If the Client demands the payment in cash; in case the payment method described in 3.12.1 is not selected, the Bank shall translate such amount to TL over the buying rate to be determined by it, and shall pay the consideration thereof in cash over the Bank's effective selling rate. If the Bank's branch does not have cash, then the Client shall accept a check issued in the same currency.

**3.13.** The Client agrees that an account statement shall not be sent at the end of the year. Upon the Client's request, the Bank shall send the account statement provided that its costs are paid.

#### **3.14. Accumulated Deposit Accounts (ADA);**

**3.14.1.** Accounts can be opened in TL/USD/EUR for minimum and maximum terms determined by the Bank. The initial account opening amount is determined by the Bank. The interests of monthly payments to be made to the Accumulated Deposit Account throughout the term shall accrue at the end of every 12 months starting from account opening. An annual interest shall be calculated for the period between the date of deposit of the installment amount and the anniversary date of the account. In the event that the Client wants to close the account prior to anniversary, he agrees and declares that he waives the interest yield corresponding to the period from the last interest accrual date to the closing of the account.

**3.14.2.** Pursuant to the legislation relating to the Accumulated Deposit Accounts, accrued interests shall be added to the principal, and no interest payment shall be made in cash or on account to the client until the end

of the term. The Client agrees and declares that he is not entitled to demand only accrued interest provided that the principal remains subject to the same conditions.

**3.14.3.** In the event that the interest amount for the Accumulated Deposit Account is not paid or is paid at the next date, interest shall be calculated for the period between the value date of the installment which was deposited at such later date and the anniversary of the account. Interest shall be accrued for delays not exceeding 3 months.

**3.15.** The Client agrees and declares that in the event that the branch where the accounts were held is closed or are transferred to another branch, the Bank is entitled to record and operate the balance of the account in a new account to be opened in the name of Client with a new number at the branch to which accounts have been transferred or in another account at the same branch due to technical difficulties and follow the same under a new account number independently of time and average deposits.

**3.16.** If the Client places an instruction that the installments for the Accumulated Deposit Account and/or Demand Gold Deposit Account are paid from his credit card, the credit card subject to the transaction has to be the Bank's credit card. In case of installments that are charged to a credit card, the installment amount shall be blocked, and the block will be removed on the due date of the credit card + 1 day.

**3.16.1.** If the installment instruction falls onto a holiday, the collection can be realized the first business day succeeding the instruction in case of instructions of payment out of the demand deposit account, or the first business day prior to credit card cut-off date in case of instructions of payment from the credit card.

**3.16.2.** The Client can place a monthly/quarterly instruction for the payment of the installments of ADA and/or Demand Gold Deposit Account from his credit card and demand deposit account. If a credit card payment instruction is placed, the first collection shall be realized taking into account the first cut-off date following the account opening/the first cut-off date 3 months later.

**3.16.3.** The Client shall be able to place an installment instruction for minimum 1 gram of Gold for the Demand Gold Deposit Account, and lower and upper installment limits for ADA shall be determined by the Bank.

### **3.17. Interim Payment Deposit Accounts;**

**3.17.1.** The Client agrees and declares that the maturity date represents the date determined for the renewal of the account, and dates at which interest payments are made shall not constitute due dates of the account.

**3.17.2.** The Client agrees and declares that interest payments shall be made at monthly, 3-month and 6-month intervals subject to the Client's preference, and if the payment day falls onto a holiday, interest shall be paid the next business day.

**3.17.3.** The Client agrees and declares that any interest that accrues on TL/FX accounts shall be transferred to the Client's TL/FX account according to the relevant currency.

**3.17.4.** The Client agrees and declares that no money can be deposited to the account after the opening date, no principal can be withdrawn or the account may not be closed at the Client's sole discretion prior to maturity. The Client agrees and declares that if the Bank accepts the complete or partial closure of the account, interests that have already been paid for the closed portion and the tax difference arising from such interests shall be paid to the Bank by the Client; the Bank is entitled to

deduct such amounts from the principal payable to it; taxes and other financial obligations deposited due to the interest deserved in the previous interim periods shall not be returned by the Bank; the Bank shall not have any liability in that respect, and all costs which may arise shall be borne by the Client.

**3.17.5.** The Client agrees and declares that if it is accepted by the Bank, the portion which is closed prior to maturity shall be subject to the interest rate applicable to demand deposits in the relevant currency.

**3.17.6.** The Client agrees and declares that in case of partial closures, if the balance of the account remains below the account opening limit set by the Bank, the account shall be completely closed.

**3.17.7.** The Client agrees and declares that the fixed interest rate TL/FX account is indexed to the time deposit interest rate up to 1 year announced by the bank for the accounts in the relevant currency, and are subject to interest over a +/- margin and shall not change until maturity; and variable interest rate TL/FX accounts are subject to the indexed rate over a +/- margin, and indices shall change according to market conditions, and the +/- margin applied to indices and determined at the account opening date shall not change.

**3.17.8.** The Client agrees and declares that an interest rate which is valid at the beginning of the interim period and determined over the preferred index with a +/- margin shall be used in each period within the maturity, and when such indices change according to the market conditions, the margin applicable at the account opening date in each period shall be used, and the margin shall remain fixed until maturity.

**3.17.9.** The Client agrees and declares that, upon maturity, unless otherwise instructed, the account shall be renewed with the same maturity and the then-applicable conditions, at the Bank's discretion.

## **ARTICLE 4- PROVISIONS REGARDING CARDS**

**4.1.** Cards which are issued by the Bank as a member of local and/or international card schemes and/or independently of these schemes and are valid in Turkey and/or abroad can be used for the withdrawal of cash and purchase of goods/services at the Bank's Bank 24s, POS devices at merchants, foreign ATMs and/or domestic/foreign POS devices of other banks/institutions authorized by the international card schemes to which the Bank is a member, and at the ATMs of domestic banks/institutions that are members of the same schemes and with which the Bank has made common usage agreements.

**4.2.** If the bank becomes a member of another card scheme, it may provide the Client with the cards of the new card scheme in addition to the existing Cards. In that case, if a separate agreement has not been signed, the provisions of this agreement shall also apply to such other cards.

**4.3.** The Bank may produce its Cards by printing the emblem/logo/name of another firm/institution. In that case, if a separate agreement has not been signed, the provisions of this agreement shall also apply to such other Cards. The Client is not entitled to refer its objections relating to the Cards to the firm/institution whose emblem/logo/name is printed on the Card.

**4.4.** The type and features of the Card given by the Bank are exclusively subject to the Bank's discretion. The Bank may name and design the Cards that it has issued and/or change the same.

**4.5.** The right to decide the expiry date of the Card

exclusively rests with the Bank. The Cards shall be valid until the last day of the month shown in the expiry date of the card, and shall not be used beyond such date.

**4.6.** The Card is the property of the Bank; and the Client has to return the Card to the Bank immediately upon the Bank's request. When it deems it necessary, the Bank may request the Card to be returned without prior notice; or confiscate the Card by itself or through Bank24s, or international card schemes or merchants, and cancel and stop further use of the Card.

**4.7.** The Client's liability starts upon the receipt of the Card by or on behalf of the Client, and in case of transactions in which delivery of the card is not necessary, only number and password are sufficient, the liability starts when the Card number and password are received/learned. Since the authorized signature strip at the backside of the Card has to be signed by the Client immediately upon receipt with an inerasable pen, any financial, legal and criminal liability and obligation which may arise due to failure to sign the authorized signature strip shall rest with the Client.

**4.8.** Any financial, legal and criminal liability and obligation arising from the use of the Card, Card number and password by persons other than the Client in any way, whatsoever, shall rest with the Client. For this reason, the Client has to protect the Card, Card Number and the password details necessary for using the Card and to take all measures to prevent such information from being captured by third parties. The Client shall, whenever he deems it necessary, change the private password with a new password he shall designate. The Client agrees and declares that any debt arising from transactions to be conducted using the Card, Card Number and the password details necessary for using the Card shall be debited to his demand deposit account together interest and commission which the Bank shall determine in the framework of the legislation, including also RUSF and BITT.

**4.9.** In the event that the Card and/or Card number and the password details necessary for using the card are stolen, lost, or the Client loses possession of the same anyhow, or the same are distorted to prevent further use thereof, or the Client becomes aware of any transaction which has been realized using the same beyond his will, the Client has to inform the Bank via Dialog, and then confirm the situation in writing, or to notify the situation to the international card scheme of which the Bank is a member or any other authorized institution which is again a member of such schemes. The Client is liable for damages arising from illegal usage within the 24 (twenty-four) hours before the receipt of the above mentioned notice by the Bank, however, such liability is limited to the amount prescribed by Law no. 5464. The Client agrees and declares that if such illegal use is due to his gross negligence or willful conduct or is notified to the Bank later than 24 (twenty-four) hours or is not notified at all the above mentioned limit shall not apply, and in that case, the Client shall be liable for all transactions conducted using the Card and/or Card Number and password. The Client may require the Bank in writing or through the call center (Dialog) to procure insurance for the legal liability amount in relation to losses arising out of illegal use which takes place within 24 (twenty-four) hours prior to the notice provided that he pays the relevant insurance premium. The Client is free to procure such insurance himself from an insurance company of his own choice if he does not accept the insurance company preferred by the Bank or the amount of the insurance premium.

The Client agrees and declares that if the amount of legal liability currently determined is changed pursuant to the legislation, the new amount(s) to be determined by legislation shall be taken into account. The Client shall be liable for all transactions conducted if the illegal use arising from the loss of the Card, Card Number and the password details necessary for using the card is attributable to the cardholder's gross negligence or willful conduct, or the notice has not been made in twenty-four hours. Even if the Client finds the Card which he has notified to be lost, he should not use the card until the Bank changes the card and the password, and should return the Card to the Bank.

**4.10.** Even if the Client makes a purchase using the Card and the password at a POS, the provisions of this agreement shall apply. Since the Card is not issued with the condition to purchase certain goods / services from certain merchants and is subject to regulations of the international card schemes, the Bank is not liable for the type, quality, content, quantity, price, defect, late delivery, cancellation, return of the goods or services to be purchased with the Card, or any kind of discount campaign organized by the merchant, etc., and the Bank shall neither be liable for the disputes that may arise between the Client and the merchant with respect to the matters aforementioned. The Client agrees that he has to check that the sales slip a copy of which is delivered to him and which he has approved by entering his code or signing corresponds to the expenditure he has made, and he shall not raise any claim or indemnity demand to the Bank for any dispute which may arise in this regard.

**4.11.** Since no document showing the transaction (cash payment receipt, sales slip, etc.) is issued and is not signed by the Client in cash withdrawal transactions using the Card from Bank24s belonging to the Bank or ATMs of other authorized institutions that are members of international card schemes or banking transaction conducted or purchases via dialog, Internet Banking, Mobile Banking, SMS Banking, Social Media Banking, TV Banking and any other audio, video and/or data transfer networks and electronic media using only the Card Number and/or password, the transaction/debt shall conclusively arise at such time when the order is placed, or the conversation takes place, or the card number is notified, or the transaction is conducted using the code number or password that can be used instead of the signature, or using any other method that verifies the signature, or the banking/payment transaction is completed otherwise within the Bank's records. The Client agrees and declares that the Bank is entitled to pay such amounts upon unilateral electronic notification of the merchant in accordance with the Application Principles of the International Card Schemes, and to debit the Client's demand account. The Client cannot refrain from fulfilling his obligations arising from this agreement against the Bank, asserting objections such as that there exists no slip, cash payment receipt or delivery note, or the signature on the delivery note is not genuine.

**4.12.** The Client agrees and declares that if there is inconsistency between the amount of the physically deposited banknotes and the amount shown by the system in case of money deposit transactions via a Bank24 belonging to the Bank and unless he proves otherwise, the records of the Bank shall be relied upon.

**4.13.** The Client agrees and declares that the amount of cash withdrawals or purchases conducted abroad with the Card and/or conducted in a foreign currency, and cash withdrawal commissions and other fees and

commissions arising from the use of the card shall be translated to TL at the authorization stage (approval by the Bank prior to the completion of cash withdrawals or purchases) using the Bank's current foreign exchange rate, exchange expense tax and a commission of 2%, and shall be debited to the demand deposit account; and he shall pay such amount at such date the Bank shall notify in accordance with the provisions of this agreement. The Client agrees and undertakes to comply with the changes in such expenses, additional payments and commission provided that they are announced through various channels, including the Bank's introduction booklets or website.

**4.14.** The Client agrees and declares that if he withdraws money in a foreign currency with the Card, or makes purchases or examines his account balance at ATMs using the electronic banking systems of other authorized institutions that are members of international card schemes, the Bank is unilaterally entitled to debit his account for the amount of commissions which the Bank is to pay to the system to which the ATMs and POS devices of such network is connected as well as the communication expenses of the transactions and any fees, taxes, duties and charges, expense taxes and other financial obligations which may be imposed thereon, and he shall keep TL equivalent of the amount to be withdrawn in foreign currency, the costs and commissions thereof in his account; and in case he fails to have sufficient balance in his account, he shall not be able to conduct cash any withdrawal or purchase, and shall not be entitled to raise any claim to the Bank for such reason.

**4.15.** The Client agrees, declares and undertakes that the card fee to be determined by the Bank in return for the services to be rendered hereunder can be withheld by the Bank from his account in accordance with the Regulation on Principles and Procedures regarding Fees to be charged to Financial Consumers. In the event that the Bank requires the Card to be returned prior to its expiry with or without any reason, or notwithstanding, the Client returns the Card to the Bank for any reason, such fees shall not be returned to the Client's account irrespective of the cause of return. The Client agrees and declares not to raise any claim in this regard.

**4.16.** The Client shall be able to receive the services/ transactions which the Bank has stated through introduction booklets and various channels an/or the Internet or may introduce in the future in relation to the card in accordance with the conditions of this agreement using the Bank's Distribution Channels.

**4.17.** In case of prepaid cards, the balance loaded on the card for use in contactless transactions shall constitute electronic funds. For this reason, if the Card is lost, stolen or the Client anyhow loses possession of the Card, the balance available in the Card will constitute cash, and the Client agrees, declares and undertakes in advance that it is thus impossible to repay the balance, and he shall not raise any claims to the Bank in that regard. In case of renewal of a prepaid card due to the prepaid card becoming faulty without the Client's default, the balance kept in the card for contactless payments shall be loaded on the Client's new card within one month after notification and delivery of the faulty card to the Bank.

**4.18.** The Bank is entitled to demand a new card fee from the Client in case of card replacements subject to loss-theft or losing possession of the card, or failure of the card except due to faults attributable to the Bank, or change of any piece of information printed on the Card. The Client

agrees and declares that in case he fails to pay the Card fee, the fee shall be automatically collected by the Bank via the card or the accounts to which the Card is linked, and the Bank shall be entitled to exercise such automatic collection authority for other fees specified hereunder. The client agrees and declares that when he uses the Card at the ATMs of other banks and/or institutions in Turkey with which the Bank has an agreement, he shall pay all commissions, expenses and other financial obligations, whatsoever, arising from review of balance and cash withdrawal transactions and including those fees determined under such agreement, and these fees may be charged to the card or the accounts to which the Card is linked.

**4.19.** The Client agrees that if he loses possession of the prepaid card due to loss/theft, it shall not be possible by the bank to cancel the contactless transaction limit defined for the card; he may reduce the upper limit of the balance which he keeps for contactless payment with the card via ATMs, Internet Branch and Dialog, and the balance he keeps in the card for contactless payment can be used without identity confirmation in contactless transactions (as no pin-code-signature is required), and he shall bear the liability in such a case.

**4.20.** If the Client places an automatic loading instruction for his demand account to which the prepaid Bank24 card is linked; every time the balance of the card falls below the defined limit, the card balance shall be automatically complemented to the card limit after transactions executed by entering a code are received by the Bank's head office. The Client is entitled to revise the automatic loading instruction through ATM, Internet Branch and Dialog.

#### **4.21. Promotional Applications;**

**4.21.1.** In the event that the Bank organizes promotions related to the Card (reward/point applications, draws, additional services, etc.), the Client agrees and declares that if the Cardholder voluntarily requests cancellation of the Card, defaults in the payment of his Card debts, or the Card is suspended for any reason, or is not renewed, or the Bank terminates the agreement for any reason, he shall not be able to use the promotions won, and if the Cardholder dies, his inheritors shall not be entitled to use the promotion.

**4.21.2.** Promotions organized by the Bank in relation to the Card are integral parts of this agreement, and the Member/Additional Card Holder are entitled to benefit from and desire to take the advantage of such promotions, they agree and undertake that the conditions of the promotion to be notified to them via the account statement, press, booklets, internet or other channels shall be binding on them, and the Bank is entitled to determine, modify and/or cancel the terms and duration of such promotions, provided that their objection rights are reserved.

**4.21.3.** The Client agrees and declares that in cases such as when he voluntarily cancels the Card, or requests suspension or non-renewal of the card, or the Bank terminates the agreement for any reason, or the Card Holder does not use the Card within such period of time that has been unilaterally prescribed by the Bank, or fails to use the rewards/points until such date determined by the Bank, or the Bank unilaterally terminates the reward/point application or gifts or purchase of goods/services to be effective from a certain date, the Client's rewards/points shall not be any longer used, and all rewards/points shall be deleted without any consideration.

**4.21.4.** In the event the Card Holder returns the goods

and/or service purchased by using the rewards/points, he shall not claim any rights or receivables from Bank in respect of the rewards/points used, and any and all taxes, fees and other financial obligations that may arise due to the use or transfer of rewards/points to be granted to them shall belong to the Card Holder, and the Bank shall be entitled to debit his Card account for such amounts.

**4.21.5.** In the event that the Card has been used for the purpose of winning rewards/points (unreal, commercial purposes), the Bank is unilaterally entitled to cancel the points/rewards unfairly gained. The sole discretion in this respect rests with the Bank (to determine whether the use is unreal or commercial or not).

## **ARTICLE 5 – PROVISIONS REGARDING CHECKS AND BILLS OF EXCHANGE SUBMITTED FOR COLLECTION**

**5.1.** Credit entries made due to checks owned and given by the Client for crediting (his account) shall be effective as from the value date provided that sufficient balance is available.

**5.2.** If the Client and the beneficiary of the check are the same and the check has been presented to another branch other than the branch where the account is held, the Client agrees and undertakes that the Bank shall make the payment after obtaining an authorization, and if the genuineness of the signature on the Check is suspected, the Bank is entitled to avoid making the payment.

**5.3.** The Bank shall be deemed to have satisfied its presentation obligation by sending the check or bill of exchange which has been submitted for collection to the branch or correspondent. The Bank is entitled to send checks and bills of exchange by registered letter or any other means which it may deem appropriate. The Bank shall not be liable for non-delivery or late delivery of the checks or bills of exchange. The Bank shall process checks and bills of exchange submitted for collection in accordance with the customary rules for collection. No liability can be imposed to the Bank due to failure to complete collection using such procedure. The check or bill of exchange submitted for collection can be sent to the branch or correspondent using different means upon the Client's demand, provided that the costs thereof are paid in advance.

**5.4.** The Bank is deemed to have fulfilled its presentation obligation if it sends a notice to the addressee (payer of the bill) in case of bills given for collection purposes. In case a bill of exchange which have been submitted by sending a notice is not paid on due date the Bank shall be entitled and authorized to protest the same, to send a notice and exercise its rights of recourse. If there occurs any liability, loss or damage due to the Bank conducting these legal procedures or causing the same to be conducted, such loss and damage shall exclusively rest with the account holder, and the Bank shall be entitled and authorized to have recourse to the account holder in this respect. In particular, losses, damages and consequences of all claims against the Bank by 3rd parties or the addressees of any presentation, notice, protest, warning, or recourse shall rest with the account holder, and the Bank is entitled to have recourse to the account holder for such losses, damages and consequences.

**5.5.** The Client agrees and declares that if the text of any instruction, check and/or bill of exchange submitted to the bank is deficient, insufficient or raises suspicion, or such documents have not been delivered to the Bank,

in the Bank's opinion, in reasonable period of time in advance of the deadline for submission, or the prevailing circumstances and conditions make it difficult to carry out presentation, protest, notice or recourse procedures, the Bank shall not be liable for the impossibility to conduct presentation, protest, notice, recourse or other legal procedures for the protection of rights so long as the Bank does not have any fault.

**5.6.** The Bank shall not be liable if the checks and/or bills of exchange submitted to it have been issued in breach of the law, or have scratches, deletions or additions on them, or the signature is counterfeited or false, or they have been signed with an erasable pen, or have been altered, and these aspects are under the responsibility of the account holder, and in the case of bills submitted for collection, the responsibility rests with the holder who presents the bill to the Bank.

## **ARTICLE 6 - ELECTRONIC BANKING SERVICES**

**6.1.** The Client is deemed to have accepted to use the Distribution Channels offered by the Bank when the Client creates a code(s) or such code(s) is (are) created upon his request by the Bank, or the Client accesses such channels using biometric verification and/or electronic signature and similar access methods and tools. The Bank is entitled to determine, or when necessary change, the necessary rules and security steps for the creation of codes by the Client, and the Client agrees and declares that he shall not impose any liability on the Bank alleging that he has incurred losses due to failure to create a code. The Client agrees with this in advance, and shall not demand any indemnity from the Bank.

The Client is deemed to have demanded activation of electronic banking services to be offered by the Bank in the future when he requests this agreement and also when he accesses using the codes) he shall create or electronic signature and similar access methods and tools. In this framework, the Client agrees and declares that all transactions conducted by himself or the persons authorized by him shall be conducted without an original (wet) signature due to the system, and instructions to be given using the above mentioned access methods and tools shall constitute written instructions. The Bank is entitled to change security procedures whenever and however it deems necessary without prior notice. In case the Client gives up using the relevant channel and requests inactivation of the relevant channel, the Client has to notify its request to inactivate the relevant channel to the Branch in writing or to Dialog verbally. The channel which the Client desires to be inactivated shall be inactivated by the Bank after the Client's confirmation.

**6.2.** The Bank is entitled to determine, to change whenever it deems desired, the way it renders the traditional and electronic banking Services currently provided to the Client as well as those electronic banking services to be provided in the future, the commissions, costs and other fees for such transactions, service prices and method of payment, and collect and to charge, ex officio, the Client's account for such amounts. If a fee has been prescribed for the transaction that the Client shall execute, the Bank shall inform and get the Client's approval prior to the transaction. The transaction shall be proceeded with after the fee is confirmed. If the Client does not confirm the transaction price, the Client agrees and declares in advance that the Client shall not impose any liability on the Bank alleging that he could not execute the transaction and incurred a loss. The Client agrees with this in advance, and shall not demand any

indemnity from the Bank.

**6.3.** The Bank may discontinue providing such services by informing the Client if the Bank deems it desired. The Client is entitled to decide whether he shall use such services or not, and agrees and declares not to hold the Bank liable for losses arising from his failure to use such services. The Client is obliged to adapt his systems which he uses to receive electronic banking services to the security procedures that the Bank shall apply. The Client agrees with this in advance, and shall not demand any indemnity from the Bank.

**6.4.** The Client agrees and declares that the terms of this agreement shall apply to all transactions offered by the Bank in the scope of electronic banking services and to be brought in the future and used by him in addition to such transactions.

**6.5.** The Client agrees that all the information relating to him in personal services offered through electronic banking channels can be used by the Bank.

**6.6.** The Bank permits the Client to conduct transactions considering that the systems used by the Client to receive electronic banking services belong to the Client, and the computer, mobile phones/personal digital assistants/tablet computers and/or wired/wireless devices/systems/applications through which interactive banking services are executed must have a sufficiently secure system structure against malicious persons and the secure system structure should be used with a regularly updated licensed operating system (system software responsible for direct supervision and management, basic systems operations and application programs of the hardware of computers, mobile phones/personal digital assistants/tablet computers and/or wired/wireless devices/systems/applications), antivirus programs and firewalls (a program which is used to keep internet traffic under control and prevent remote access to the computer using malware), and other security programs which may be necessary to use in line with technological developments. The Client agrees and declares in advance that this situation has been explained to him by the Bank, and he shall not conduct transactions using public computers (internet café, etc) which the Bank does deems insecure, and if he does, he shall not hold the Bank liable for losses which he may incur.

**6.7.** The Client undertakes to take necessary measures to prevent third parties from learning, via remote access, your passwords, codes, card codes, disposable passwords (including devices/spreadsheets/applications to be used to create disposable passwords), electronic signature and other personal data that are used for transactions to be executed through electronic banking services by third parties using internet and other technologies, and to show necessary care and attention not to choose codes, disposable passwords, passwords, electronic signatures and other security data consisting of information which may be easily guessed by third persons who know him or who has acquired his information.

**6.8.** The Client may produce his password for using electronic banking services via the card access flow using his card details, and his Dialog password via Dialog. If the Client shall use the Internet Branch, Mobile Branch, Dialog or other distribution channels for the first time, it shall be sufficient if the minimum information necessary for benefiting from such services and determined by the Bank is recorded in the Bank's system. The Client can receive the banking services to be determined by the Bank through the Distribution Channels using only

his card information. The Client can use such channels simply by signing this agreement. The Client shall be guided to change the password in such periods of time established by the Bank.

**6.9.** The Client accepts storage of all Password and password tables/devices/applications delivered to him by the Bank as well as all the risks related therewith. In case of loss of password/code, the Client shall be responsible for informing the Bank in writing or through Dialog and ensuring that the Bank blocks the password or code. In case a mobile phone that contains password tables/devices/applications used for producing disposable passwords, or disposable password applications is lost, stolen or is acquired by a third person, the Client is responsible for submitting a written declaration or informing Dialog and blocking the password tables/devices/applications that are used for producing disposable passwords.

**6.10.** The Client agrees and declares that the Bank shall not be liable for the defects/faults in goods and services purchased from 3rd parties by making use of transactions covered by the Bank's electronic banking channels such as e-commerce.

**6.11.** The Client agrees to change the password given by the Bank during his first transaction, otherwise he shall be liable for the negative consequences that may arise.

**6.12.** The Bank may, upon the request of any person who is an authorized signatory of a legal entity client and without having to seek the permission or consent of other authorized signatory or signatories, prevent the Client and/or persons authorized by the Client from conducting transactions at the Bank's internet branch or other electronic distribution channels, or reject providing services to the Client via electronic means.

**6.13.** The Client declares and agrees to apply additional security measures which may be offered in return for a certain amount or free of charge when deemed necessary by the Bank, and if he desires not to apply such measures, he agrees and declares in advance that the Bank may impose restrictions as to the nature and amount of transactions which he may execute through the Internet Banking, Mobile Banking, SMS Banking, Social Media Banking, TV Banking / Dialog and other distribution channels.

**6.14.** The Client agrees that he shall log onto Internet Banking and Mobile Banking at the URL address and/or application announced by the Bank, and the Bank shall not be responsible for the contents of pages to which connection is established via other connection methods such as hyper text connection, search engines, etc.

**6.15.** If the Client incurs any loss due to his failure to use part or all security options, the Client agrees and declares in advance that no liability shall be imposed on the Bank, alleging that electronic banking transactions have been executed by third parties without his knowledge. The Client agrees with this in advance, and shall not demand any indemnity from the Bank.

**6.16.** The Client agrees and declares that even if a Password containing various authorization levels is transmitted to him upon his demand, without prejudice to the provisions of this agreement, he shall be liable for the use of this password by third persons and the consequences thereof, that the Bank is not obliged to inquire the identity of the persons who carry out the transactions by using the password and unless he instructs the Bank in writing to change the authorization levels and the Password, transactions executed through the use of the Password shall be binding upon him.

**6.17.** The Client is deemed to have accepted that the Bank shall inform him through the mobile phone number and/or e-mail address specified in the Bank's records and the Bank shall contact him via voice/SMS/e-mail. The Client may cancel such service offered by the Bank from any of the channels supplied by the Bank. The Client agrees and declares in advance that he shall not impose any liability on the Bank alleging that he incurred a loss due to the fact that he cancelled such service and/or failed to update his changed details. The Client agrees with this in advance, and shall not demand any indemnity from the Bank.

**6.18.** The Client agrees that the mobile phone number belonging to the phone which is used for access to services and applications which the Bank provides for mobile phones can be shared with the Bank via the mobile operator systems of which he is a customer for use as a security component that will enable to identify of the Client who receives the service.

**6.19.** If he changes his mobile phone number, e-mail address and/or other contact details specified in the Bank's records, the Client is obliged to notify the Bank in writing and/or verbally and cause it to update such information immediately in accordance with the rules established by the Bank.

## **ARTICLE 7 - MONEY TRANSFERS**

**7.1.** The Client may require his transfer orders to be executed following his instruction to that effect, or at such date that he may determine. Unless otherwise stated, the Bank may conduct the transfer at such date it may establish provided that there is sufficient balance to conduct such transfer. The Client declares that if he makes a request that a money transfer or a future-dated money transfer in a foreign currency or TL (including future-dated EFT or transfer instructions) to his other accounts at the Bank or to the accounts of other persons by debiting his accounts at the Bank for such amount, or purchasing such amount in foreign exchange accounts and/or deducting such amount from any of his receivables available at the Bank, and if such request is accepted by the Bank, the Bank may fulfill such requests in the framework of the following conditions.

**7.2.** The Client agrees and declares that he has to state clearly, with respect to each transfer order, the recipient of the transfer or future-dated transfer, full address, telephone number of the recipient, the amount of transfer, and where necessary, the receiving account number.

**7.3.** The Client agrees and declares that unless he places an instruction otherwise with respect to online transfers or future-dated transfers, if a technical fault occurs, the transfer will be executed after the fault is corrected.

**7.4.** The Client agrees and declares that the Bank may, ex officio, determine, change or reset upper limits for the maximum amounts of transfers which may be conducted through Distribution Channels other than the Branch within the day. The Client agrees and declares that if he wishes he may himself change the transaction limits for channels other than the branch within such limits established by the Bank, and if he wishes, he may prevent temporarily or permanently any electronic banking transactions offered by the Bank, and the Bank may determine in which channels the prevented transactions can be activated again, and the Bank reserves the right not to reactivate the transactions which have been inactivated by the Client.

**7.5.** The Client agrees and declares that transactions which he requests through Distribution Channels other

than the Branch shall be completed after his conformation is obtained.

**7.6.** In case of foreign exchange money orders destined overseas, the Bank's responsibility shall end when the accounts with the Bank's correspondent are debited.

**7.7.** The transfer of all or part of the balance from the Client's own deposit account to the deposit account/accounts of the Client himself or a third party at another branch of the Bank or the branch of another bank shall be completed through the Bank's distribution channels when the Client gives approval or in the case of electronic banking services, the Client enters his password/disposable password or gives approval with the electronic signature. The Client's request for a money transfer through EFT or future-dated-EFT from his demand deposit account via Dialog, or a request for a money transfer to a person by stating the Bank's branch shall be completed with the information given by the Client to Dialog Customer Representatives about EFT, future-dated EFT, transfer or future-dated transfer. In case the same transactions are executed through the electronic banking, the transfer or future-dated transfer request shall be completed after the Client gives his approval by using his Password on such channels, or his electronic signature. The Bank is entitled to change this flow without prior notice.

**7.8.** The Client agrees and declares that the Bank shall not have any liability for delays, problems or losses such as rejection by the recipient of any money order, transfer and payment transmitted through Bank24 and all self-service applications, etc. put into service for the debit cards given by the Bank or other transfers or future-dated transfers which remain outside of such application, or the unavailability of the account on the last payment date for automatic transfer, or delayed delivery or non-delivery of the transfer or future-dated transfer to the recipient's account due to any attachment or measure imposed on the recipient's account or the client's account, or causes attributable to the Mail administration such as loss of the letter or telegram which has been written by the Bank for transfers or future-dated transfers orders to be submitted as described in article 7 during the mailing process, or misaddressing of such letter or telegram, and the Bank shall not be a party to any dispute which may arise due to default interest or fines which may be demanded by relevant persons or entities for the above mentioned reasons, or disputes which may arise between such persons or entities and the Client.

**7.9.** The Client agrees and declares that the Bank shall not send him any document showing that the EFT, Future-dated EFT, or transfer has been paid, but if he demands, he may be given account statements, or monthly statements.

**7.10.** The Client agrees and declares that the amount of EFT or transfer shall be debited to his account on the last payment date which he has stated in his conversations with the Bank in relation to future-dated EFT and transfer instructions and in his application form or which he confirmed by entering his password/disposable password in electronic channels; if his available account balance/credit is less than the amount of payment, then future-dated EFT or transfer cannot be conducted and he shall not hold the Bank liable for interests, costs, late penalties fees, etc. which may be imposed on him due to failure to execute the future-dated EFT or transfer; and also if there is not sufficient amount in his account to meet the future-dated EFT or transfer, the Bank shall not use his other accounts held at the Bank based on the automatic transfer instruction.

**7.11.** The Client agrees and declares that in case the relationship between the Bank and the persons or entities who are named as the beneficiaries of a future-dated transfer is terminated, or the accounts held at the Bank are closed, no future-dated transfer to such persons and entities can be conducted as from that date, and he shall not hold the Bank liable by any means, alleging that future-dated transfers could not be conducted due to his lack of knowledge on that matter.

**7.12.** The Client agrees and declares that he shall deliver the cancellation request in writing to the Bank no later than one business day prior to the day of instruction for the purpose of canceling a future-dated EFT/transfer instruction which he submitted before, and if he fails to deliver his cancellation request in such period of time, or he presents deficient information, he shall not hold the Bank liable for the consequences which may arise due to non-execution of the future-dated EFT or transfer.

**7.13.** The Client agrees and declares that the Bank is entitled to charge his account with commissions, expenses, interests and other financial obligations at such rates and amounts which the Bank shall determine in relation to future-dated EFTs/transfers which he has specified in the application form or has confirmed by entering his Password via electronic channels or using his electronic signature, and that he has no right to raise an objection in that respect.

#### **ARTICLE 8 – ABONE 24 / TAKSİT 24 TRANSACTIONS**

**8.1.** The Client agrees and declares that the amount of invoices shall be debited to his account on the last payment date which he stated in his conversations with the Bank in relation to Abone24/Taksit24 and in his application form or which he confirmed by entering his password or electronic signature in electronic channels; if his available account balance/credit is less than the amount of payment, the transfer shall not be conducted, and he shall not hold the Bank liable for interests, costs, late penalties fees, etc. which may be imposed on him due to failure to execute the transfer; and also if there is not sufficient amount in his account to meet the transfer, the Bank shall be entitled to not to use his other accounts held at the Bank based on the automatic transfer instruction; and even if there is not sufficient balance in the account, payment as much as the amount available in the account shall be transferred to such person/entity or institution who accepts partial payment.

**8.2.** The Client agrees and undertakes that if a transfer cannot be conducted or is sent to a different person or he wishes to prevent the payment of any bill based on the automatic transfer order because the agreement executed with the person/entity or institutions who is named as the recipient of the transfer in the application form has been terminated for any reason, or the account number, contract, installation, telephone number and details stated in the application form have been changed or are deficient or incorrect, then he shall inform the Bank by applying to the branch to which he had given the instruction, or entering his Password or electronic signature in electronic channels, or informing Dialog customer representative; he shall not hold the Bank liable by any means for the amounts debited to his account due to his omission to carry out, or delay in carrying out such procedure, or the fact that he applied to the relevant persons or entities instead of the Bank.

**8.3.** The Client agrees and declares that it is not possible to renege on transfers conducted through an automatic transfer; no document shall be sent by the Bank to the

effect that a transfer conducted through Abone24 or Taksit24 systems has been paid; however, an account statement or monthly statement can be sent upon request, and such service shall be charged at fee rates published in its website.

**8.4.** The Client agrees and declares that the Bank is entitled to charge his account with commissions, expenses, interests and taxes at such rates and amounts which the Bank shall determine and announce in relation to transfers which he has specified in the application form or has confirmed by entering his Password or his electronic signature in electronic channels.

**8.5.** The Bank shall not be held liable for the failure to conduct, or delay in conducting any transaction, or late or non-receipt of the amount of transfer by the beneficiary due to a technical fault or problem in Abone24 or Taksit24 systems except in case of the Bank's fault.

**8.6.** The Client agrees and declares that in case the protocol between the Bank and the persons/entities/institutions who are named as the beneficiaries of a transfer is terminated, or the accounts held at the Bank are closed, no transfer to such persons/entities/institutions can be conducted as from that date, and he shall not hold the Bank liable except in case of the Bank's fault, alleging that the transfers could not be conducted due to his lack of knowledge on that matter.

#### **ARTICLE 9 - TELEMARKETING AND OUTBOUND**

**9.1.** For the purpose of providing information to the Client about and selling the products and services which the Customer does not have, or increasing the usage of the products and services possessed by the Client and preventing the Client from giving up using such products and services, or for the purpose of learning the clients' views about the Bank's products and services, or in respect of insurance and other products that the Bank markets as an intermediary, or the trading of investment products for which the Bank acts as an intermediary, the Bank may access the Client using his registered communication details, SMS, electronic mail, outbound services or through customer representatives and carry out the sales of, or provide information about, the relevant product. The Client reserves the right not to accept the product or service.

**9.2.** The Bank may change the interest rates, commission amounts, product prices, premium amounts and workflows applied in relation to the product and services offered to the Client in the framework of its administrative decisions. The Client reserves the right not to accept such changes.

**9.2.1.** In relation to the products and services which is promoted or sold, the Bank shall inform the Client in advance about the characteristics of the product or service, its benefits, and the prices, commissions and premiums, if any, payable when such product or service is purchased. Whether any fee or commission is payable for the relevant transaction or not, or if that is the case, then at which rate and amount such fee or commission is payable are matters subject to the discretion of the Bank, and the rates and amounts to be charged to the Client shall be announced on the website. If the Client purchases the product or service, all fees, commissions and premiums applicable to the product or service shall be debited by the Bank to the Client's account(s) or Credit Card(s). The Bank shall not be liable, except in case of its fault, for losses that may arise from the failure to deliver the product or service or to initiate the service because the price, commissions and premiums of the product or

service have not been debited to the Client's account(s) or the Credit Card(s).

**9.2.2.** The Client can return the product or service which has been sold to him by the Bank in the prescribed period of time. In case of campaigns limited to a period of time, cash points, interest discounts, commission and fee discounts/refunds, premium discounts, cargo/transportation fees and similar promotions which have been granted to the Client by the Bank in relation to products or services which have been returned by the Client prior to the end of the period of the campaign are taken back from the Client.

**9.2.3.** Notices and communications related to the delivery of the product or service that has been sold are sent to any of the registered contact details of the Client (mail, electronic mail, sms, etc.).

**9.2.4.** The Client agrees and undertakes in advance not to hold the Bank liable for losses arising from cargo/transportation.

**9.2.5.** The Client agrees and declares in advance to carry out the return of a sold product or service by confirming the same using any of the channels specified in article 2.3 and the security steps set forth in article 2.9.

### **9.3. Right of Withdrawal;**

The Client has the right of withdrawal from the transaction within 14 (fourteen) days after the delivery of the product or service in question to him or to the person/person/entity at the address he has shown. The period of withdrawal for other products such as investments, insurances, etc. in respect of the sale of which the Bank has acted as an agency shall be the time periods specified in the legislation with respect to the relevant product. To be able to exercise the right of withdrawal, the Client has to act within that period of time in accordance with the provisions specified in article 9.2.5 of this agreement. To be able to exercise the right of withdrawal, the product must be unused and if any its package must be undamaged. If the right of withdrawal is exercised, the copy of the cargo delivery record evidencing that the product has been delivered to the 3rd person or Buyer and a document showing that the fee has been collected by the Bank must be returned. In case of refund of the product price, the Client cannot hold the Bank liable for delays that may occur on the part of the Bank. In case the required documents are not sent, the fee, commission and if any other financial obligations imposed by the Bank shall not be refunded. Cargo/transportation or delivery expenses of a product which is returned as per the right of withdrawal shall be borne by the Client.

## **ARTICLE 10 – SAFE DEPOSIT BOX**

**10.1.** The Client agrees and declares to pay the fee determined by the Bank and announced on the website for the safe deposit box numbered ..... which the Client has rented. The Bank is unilaterally entitled to increase such rent. The Client agrees and undertakes to pay the increased rent throughout the effective period of the agreement. If the Client empties the safe deposit box prior to expiry of the rent term, the Bank shall not return the amount of rent paid in advance. Safe deposit box transactions are subject to the relevant provisions of the Turkish Commercial Code.

**10.2.** The Bank shall neither accept any liability for the value and amount of the contents of the safe deposit box, nor shall it be held liable for the consequences of accidents, theft and other force majeure. The provisions of article 10.11 are reserved.

**10.3.** The Client agrees and declares that he has received

two identical keys of the safe deposit box at the time he has signed this agreement.

**10.4.** The Client has to take out the key himself out of the safe deposit box after using it.

The Client agrees and undertakes that the Bank shall not be liable except for the Bank's fault if he forgets the keys on the lock.

**10.5.** The Client agrees and declares that he shall immediately give back both keys upon expiry of the agreement or termination of the agreement by the Bank against a receipt.

**10.6.** If the Client loses any one or two of the keys, he has to inform the Bank in writing immediately. Otherwise, the Bank shall not bear any responsibility for the consequences of such an event. If both keys are lost, the Bank causes the lock of the safe deposit box to be broken in the presence of the Client. If only one of the keys has been lost, the lock of the safe deposit box must be replaced, and the box cannot be used with a single key. If for any reason the lock is broken or replaced, the costs of repair shall be borne by the Client. The Client agrees and undertakes to pay the amount required by the bank immediately and in cash.

**10.7.** The Client shall pay a security deposit to the Bank for lock replacement or repair costs in case of loss of the keys and for other debts of the Client and such security shall be deducted from such costs by the Bank when necessary or set off against the Client's rent and other debts relating to the safe deposit box. Otherwise, the Bank may reject to cause the box to be opened, and apply the provision of article 10.9. The Bank is unilaterally entitled to increase or reduce the amount of security deposit any time. The Client is obliged to pay the increased security deposit amount to the Bank immediately upon notice if the agreement is requested to be continued. When the Client returns the keys, the security deposit shall be returned to the Client if he does not have any other debts.

**10.8.** Since the Client has to pay the rent of each period in advance in order to use the safe deposit box, if the Client does not pay the rent in 30 days after the renewal date, the Bank may terminate the agreement unilaterally, and require the keys to be delivered.

**10.9.** If this agreement is terminated for any reason, or is not renewed, the Client agrees to deliver the keys in 30 days. Otherwise, the safe deposit box shall be opened and emptied via a Notary Public, Court or Bailiff's Office, at the Client's expense. The Bank shall collect its receivables out of the security deposit and the proceeds of the sale of the contents of the safe deposit box provided that the legal procedure is followed. If the sales proceeds are not sufficient to meet the receivables, the Bank is entitled to make a separate claim. In case the branch in which the safe deposit box is located is shut down or is transferred to another branch, or the branch is moved to another location, the Bank shall notify the situation to the Client via a registered letter to its address specified herein or via e-mail, and shall designate a date, by which the Client has to apply to the branch in person, and tell whether he desires to continue with the Safe Deposit Box Contract or not. If the Client desires to continue with the rent contract, the safe deposit box shall be transferred in agreement with the Client. If the Client fails to apply to the branch despite the notice served by the Bank, the safe deposit box shall be transferred to the branch at the new address without opening it. In case it is not possible to transfer the safe deposit box to the new place without opening it; the contract shall be terminated by the Bank, and the safe deposit box shall be opened

in the presence of a Notary or Court committee at the Client's expense without imposing any liability on the Bank, and the contents of the box shall, subject to a record to be drawn up, kept on behalf of the Client at a place under the Bank's control which the Bank shall deem appropriate.

**10.10.** Since a safe deposit box which has been rented out jointly to more than one person and can be used alone by any of these persons, the Bank does not assume any liability for the consequences of such a situation. If it has been decided otherwise and notified to the Bank, all the Clients have to appear all together or send their joint attorneys.

**10.11.** The Client is entitled to have the safe deposit box insured if he wishes. The Bank can act as an intermediary for the execution of an insurance agreement between the Client and an insurance company. In that case, the Bank shall designate the insurance company for which it shall act as an intermediary, and shall be only in the position of an intermediary in that transaction, and shall not assume any liability due to the policy between the Client and the insurance company.

**10.12.** In case the Client or any of the Clients who have jointly rented the box pass away, the Safe Deposit Box Contract shall expire. (The Contract shall be deemed terminated by the parties.) In that case, the contents of the box can be given to the inheritors (if there is one more than one Client, then upon joint application by the inheritors and other Clients) only after a determination to be carried out in the presence of an authorized tax officer provided that inheritance documents are presented and inheritors apply to the Bank all together or through their joint attorneys.

**10.13.** No fee shall be charged for visits relating to the safe deposit box. In case the safe deposit box service terminates, any damage caused to the safe deposit box by the financial consumer, outstanding rent amounts and other obligations arising from the safe deposit box contract shall be deducted from the security deposit, and the remaining amount shall be returned.

**10.13.1.** For the assets within the safe deposit box, the 10-year prescription shall start at such date when the safe deposit box fee was last collected or the box was last opened (the most recent date when the box was opened by the Client).

## **ARTICLE 11- PROVISIONS REGARDING BROKERAGE FOR THE TRADING OF CAPITAL MARKETS INSTRUMENTS**

**11.1.** Capital market activities carried out at the exchange and/or over the counter by the Bank directly or in the scope of order transmission intermediary activities in the name and/or for the account of the Customer in accordance with the Capital Markets Law and the relevant legislation or trading of precious metals in relation to the legislation are governed by the provisions of this agreement.

**11.2.** The Client agrees and declares to place orders related to capital market instruments to be traded through the Bank in writing and that the written order shall, as a minimum, contain the following elements. The fact that the order has been addressed to the Bank; the first name, last name or title, account number and address of the party who places the order; whether the order is a buying order or a selling order; the type, quantity or if any nominal value of the capital market instrument to be purchased or sold; whether the order is a limit order or an open price order; in case of limit orders, limit price, if any validity period for the order, the place, time, hour

and minute when the order is placed; the time when the order will be processed after it is received by the Bank or whether the order will be transmitted to the Exchange in the first session or any session which the Bank will deem appropriate within the period of its validity; the Client's signature.

**11.2.1.** The Client may place orders by visiting the Bank or in writing, or it is possible that the Client places the order through Distribution channels as well as communication tools such as telephone, fax or electronic communication systems in line with the Bank's practices. In case of any deficiency, error, invalidity of any information in the order or any hesitation as to the genuineness of the signature, the Bank is free to execute the order or not, and the Client agrees and declares not to claim any rights, receivables, loss and damage from the Bank.

**11.2.2.** The Bank may reject part or all the Client orders without indicating a reason, and shall notify the result immediately to the Client. The Client agrees and declares that he shall not hold the Bank liable for orders that are not realized without the Bank's fault.

**11.2.3.** The Client has to contact the Bank to learn whether the orders have been fulfilled or not, and declares and agrees not to claim any indemnity alleging that he has incurred a loss due to late learning, and agrees that the Bank does not have the obligation to notify the result of the orders to the Client in writing if the Client fails to learn the results.

**11.2.4.** The Client agrees and undertakes in advance that the Bank has the authority to change daily transaction hours, and all transactions covered by this agreement are set out in gross rates/prices.

**11.3.** The Client agrees and declares that if he conducts exchange of data and stock exchange transactions, repo-reverse repo and transfer transactions over the Internet through his account at the Bank, and if he has an account with the Intermediary Institution, he can conduct all capital market transactions including stock transactions, transfers between the Bank and the Intermediary Institution accounts, and other transactions that may be added in the future through the said account with the help of a password to be granted to him by the Bank.

**11.3.1.** The Client can open an investment account using his current code, disposable password (including devices/tables/applications that may be used to produce disposable passwords), Dialog and card code over Dialog, Internet Banking, Mobile Banking, TV Banking, SMS Banking, Social Media Banking and other Distribution Channels and electronic banking channels that the Bank may provide in the future.

**11.3.2.** In case the Bank changes the commissions, costs and other expenses to be charged for traditional and electronic banking transactions, the Client shall be entitled to terminate the agreement following the notification of such changes by the Bank.

**11.3.3.** In case the Client makes a request for an electronic transaction service, the Client agrees and declares that the instruction shall not be executed if the Client does not have sufficient balance in his account or securities in his account with which the required transactions can be conducted, and he shall not hold the Bank liable for failure to conduct such transaction except in case of the Bank's fault.

**11.3.4.** Reports produced and offered in the electronic media by the Bank's employees have been created with information from resources believed to be reliable. The Client agrees that the information provided in such reports

do not constitute investment consultancy. The client understands that such information may be delayed, lost and/or partially accessible in the electronic environment and agrees that the Bank shall not be held liable for problems and losses which may arise from transactions conducted by the Client with such information except in case of the Bank's fault. The Client agrees that he shall not duplicate the information and reports submitted to it electronic media to 3rd parties, and shall not use them for commercial purposes. Otherwise, the Client agrees and declares that the Bank has the right to discontinue the service and initiate legal proceedings.

**11.3.5.** In case the Client closes the investment accounts or acts in breach of its commitments in this contract, the Bank can cancel the password without prejudice to its other rights. The Client declares and agrees that the Bank may elect not to permit him to conduct transactions for such reasons.

**11.3.6.** It is assumed that extracts are obtained from the system by the client every day. The Bank/Intermediary Institution reserves the obligation to send monthly account statements, including in relation to transactions conducted electronically. The Bank / Intermediary Institution is not obliged to send account statements, carry out negotiations, or conduct suitability tests for professional clients. The Bank/Intermediary Institution may refrain from sending account statements, conducting negotiations, performing suitability tests by sending written information about the services from which professional customers cannot benefit from to those customers who evidence that they are professionals. The Client agrees and declares that all debts arising from transactions performed by using electronic transaction services shall be debited to the Investment/Deposit Account opened at the Bank/Intermediary Institution.

**11.3.7.** The Client agrees and declares that he accepts the Internet access system due to transactions to be conducted in electronic media such as the Internet and Mobile platform in the framework of the Capital Markets Legislation, and that the Bank/ Intermediary Institution can send account statements through such electronic media, and all other messages can be transmitted through electronic media including but not limited to the Internet, and such transmission is bound by mutual and objective rules of goodwill which are fair and equitable.

**11.4.** As securities are kept at sub-accounts to be opened at Takasbank/CRA, the Client can track the balances of securities held at such sub-accounts to be opened in his name, with the help of codes and passwords to be given by the Bank or relevant institutions. All rights of disposal over these sub-accounts shall rest with the Bank. It is agreed and declared that all the liability which may arise due to loss and/or use by 3rd parties of the codes and passwords given to the Client shall rest with the Client.

**11.5.** The period of the client's buying or selling order shall be the period recorded on the Customer Order for Capital Market Transactions at the time the order was placed. The Bank has the right to object to or not to accept the period of the Client's order. If the Bank does not accept the period, it shall notify the Client immediately. The Client agrees and declares that the Bank shall not be liable for the failure to execute a buying or selling order which it has accepted in the specified period of time except for reasons attributable to the Bank.

**11.6.** In order for the Client orders to be processed, it is obligatory that, in case of purchases, the TL/FX amount of the purchase, or in case of sales, the type and nominal amount of capital market instrument to be sold should be

available and usable in the Client's investment account.

**11.6.1.** If a buying order placed by the Client is executed, the TL/FX amount of the purchase price and the Bank commissions and expenses specified in the agreement are debited to the Client's investment account with the Bank at the settlement date. The nominal amount of the purchased capital market instrument is credited to the investment account portfolio again at the settlement date. If the Client requests physical delivery of the capital market instrument he purchases, he is obliged to comply with the procedures and time frames stipulated by Takasbank or CBRT in relation to deliveries.

**11.6.2.** If a selling order placed by the Client is executed, the TL/FX amount of the sales price is credited and the Bank commissions and expenses are debited to the relevant party's investment account with the Bank at the settlement date. The nominal amount of the sold capital market instrument is debited to the investment account portfolio. The Client can use that the balance of TL/FX receivables formed in his investment account only after the cash settlement takes place.

**11.6.3.** The Client agrees that the Bank is not obliged to process orders related to capital market instruments which are desired to be sold by the Client through physical delivery unless such instruments are physically taken to the Bank's head office or branches and delivered by the Bank to the custodian institution and recorded in the investment account.

**11.6.4.** It is agreed and declared that unless the Client instructs otherwise capital market instruments which are purchased by the Bank on behalf of the Client or that cannot be sold after they have been physically available for sale shall remain at the Client's investment portfolio, and the client shall pay fees, expenses, BITT, and other financial obligations that the Bank may require for such depository service.

**11.6.5.** Should it deem it necessary, the Bank may require the Client to take the delivery of the capital market instruments kept in his investment account portfolio.

**11.7.** It is agreed and declared that amounts that are recorded as a result of buying/selling orders of the Client in relation to his capital market instruments in the investment account and the capital market instruments that are bought/sold shall be monitored using the current account method, and the account shall not have a deposit nature, and no checks shall be drawn on such account, and no interest shall be accrued on the credit balance of the account.

**11.7.1.** The Client is responsible for monitoring and assessing the credit balance remaining in the account for any reason such as non-execution of any redemption, sales or purchase, and the Client agrees and declares that the Bank does not have any liability in that respect, and the Client shall not be entitled to raise any objections and claims against the Bank in that respect.

**11.7.2.** The Client agrees and declares that in case the balance in the Client's TL investment account is above the lower limit to be set by the Bank and the relevant boxes have been marked in the Customer Information Form Regarding Capital Market Transactions for investing such balance automatically in repo and automatically purchasing investment funds, then the balance can be automatically invested in repo / investment funds by the Bank without the Client having to give any instruction, and the gains or losses arising from such transactions shall be for the account of the Client.

**11.7.3.** In case any legislation which constitutes a basis for securities transactions is later changed, the Client

agrees to comply with the requirements of such change.

**11.7.4.** If a joint investment account is opened in the name of more than one client, then, unless otherwise stated by the clients, such account shall be deemed a Joint Tenancy Account by the Bank. Each of the account holders shall be able to conduct / cause to be conducted transactions alone, and shall be able to exercise the authorities specified in other articles of this agreement in their own right. For this reason, each of the account holders agree and declare in advance that they shall be liable for all consequences of use of the investment account and performance of transactions by other account holder(s).

**11.8.** It is agreed and declared that buying/selling orders to be placed by the Client to the Bank in relation to Capital Market Instruments, liquidation of orders at BIST, amounts of buying/selling orders, potential price increases, costs, commissions, account statement sending expenses, insurance, BITT and expense taxes to be imposed by CMB, BIST, Takasbank, CRA or other regulatory institutions can be transferred from the investment account to Takasbank/CRA sub-accounts or from Takasbank/CRA sub-accounts to the client's investment account without a separate instruction by the Client.

**11.9.** The Client agrees and declares to pay in cash and in one lump sum those fees, commissions at such rates to be determined and announced by relevant institutions (CMB, BIST, Takasbank, CRA, etc.) in relation to purchase-sale and custody of Capital Market Instruments by the Bank in the scope of this agreement, as well as the BITT and other expenses which may be imposed thereon by CMB, BIST, Takasbank, CRA and other regulatory institutions.

**11.9.1.** The Bank shall notify changes in commission rates to the Client in writing, and if the Client does not accept such change, he shall be entitled to terminate the agreement in 7 days.

**11.9.2.** The Client agrees and declares that he shall pay a fee in relation to the Investment Account at such rate to be determined and announced by the Bank as well as such other receivables arising from this agreement and BITT thereof; that the Bank, if it desires, is entitled to debit the Client's account(s) at the Bank for the amount of receivables that have become due, or clear or set off such receivable against his account(s) or receivables before the Bank within the framework of Article 139 of the Turkish Code Law of Obligations, and if the aforesaid measures prove insufficient, the capital market instruments in question shall be deemed pledged to the Bank.

**11.10.** All the taxes that have been or will be imposed on all transactions to be conducted with the investment account shall be borne by the Client.

**11.10.1.** The Bank shall only be responsible for making tax deductions prescribed by laws. The taxes so withheld shall be deposited to the account of the relevant tax office. It is the Client's obligation to follow up, calculate, declared and pay taxes which are by law imposed on the clients. The Client agrees and declares that in case of inconsistencies between the tax returns submitted to the tax office and the bank's records, the Bank shall not be held liable in cases when the Bank has no fault with respect to faulty records.

**11.11.** The liability arising from the CMB Legislation when physical capital market instruments delivered to the Bank by the Client are prohibited or defective shall rest with the Client without prejudice to the Bank's duty of care.

**11.11.1.** In case the Client fails to fulfill any one or more obligations arising from this agreement in such periods of time prescribed by the CMB Legislation, all damages and losses of the Bank, present or future, shall become immediately due and payable without further notice and warning by the Bank.

**11.11.2.** In case the Client fails to pay his debt immediately upon the Bank's written notice, the Client is deemed to be in default. The Client agrees and declares not to raise any objection in this regard.

**11.11.3.** The Client declares, agrees and undertakes also to pay a default interest at a rate twice the overnight average repo interest rate formed in BIST repo market for the period from the date on which the debt has arisen until the date of actual payment, and to pay all kinds of taxes regarding the said interest, and to pay any legal obligation deemed necessary by the official institutions in case further legal means are resorted.

**11.12.** The Client agrees and declares that he shall bear all expenses to be incurred by the Bank due to the capital market instruments and investment account transactions; otherwise the Bank shall have the right of retention on cash and securities held at the Bank as security for the debts that might arise pursuant to the provision of article 939 et seq. of the Civil Code regarding receivables that give rise to right of retention, and that the same shall be deemed pledged to the Bank as per the provisions of the Civil Code article 939 et seq., and shall be set off and deducted by the Bank without a notice in accordance with article 139 of the Turkish Code of Obligations, or the Bank is entitled to sell the same at the exchange or outside the exchange with a duty of care and by also observing the Client's benefits, and set off the proceeds of such sale toward its receivables, adding also interest, default interest, RUSF and BITT; and the Bank is entitled to require, collect and possess rights and receivables, whatsoever, which are not mentioned in this articles, but are payable to the Bank, and such power of the Bank does not exclude its right to resort to legal means at the same time. The Bank has the right and authority to sell the Client's capital market instruments covered by its right of pledge or retention at or outside the Exchange for the collection of all its receivables, with a duty of care and observing the Client's benefits in the framework of the legislation, and to apply the proceeds of sale toward its receivables.

**11.13.** All the capital market instruments owned by the Client are kept by the Bank and other custodian institutions (CRA, Euroclear, Clearstream, etc.) in dematerialized form.

**11.13.1.** All capital market instruments that are purchased by the Client through the Bank from exchanges and organized markets, or transferred from other Banks and intermediary institutions to the investment account portfolio held at the Bank, or are credited to his portfolio at the Bank anyhow shall be kept in dematerialized form under an account opened in the Client's name. The existing account number of the Client is at the same time the number of the custodian account. Should it deem it desired, the Bank can manage the investment account number as an account linked to the Client's demand deposit account.

**11.13.2.** The Client cannot ex officio take the delivery of, or place transfer or selling orders for, capital market instruments held at such institutions or authorities without the Bank's knowledge. Otherwise, he declares and agrees in advance to pay the Bank's existing and future financial losses immediately in cash and in one lump

sum.

**11.13.3.** The Client agrees and declares that if securities that are tracked in dematerialized form by CRA are blocked due to lien notifications or court orders, etc. or the Client applies any investor blockage, the Client shall not give instructions for the sales of the blocked security, and in case there occurs any inconsistency between the Bank's records and CRA records due to sale of blocked securities from the Bank's system, the Client shall pay the loss that shall arise together with the amount of fines and taxes to be imposed by the Bank, and shall not hold the Bank liable for such transactions.

**11.13.4.** The Client agrees and declares that the provisions of the regulation related to Investor Compensation Center published in the Official Gazette or legislative provisions that replace such regulation shall apply.

**11.14. Exercise of Rights arising from Securities**

**11.14.1.** In case there is a preferential right in relation to stocks held at the Intermediary Institution Account, unless the Client instructs otherwise in writing no later than one week in advance of the expiration of the period prescribed for the exercise of such right, the authority to decide whether such preferential right is to be exercised or not shall rest with the Intermediary Institution observing the client's interest in the scope of duty of care. It is declared and agreed that if the Intermediary Institution exercises the preferential right, the cost thereof shall be covered from the available balance in the client's account and if the balance is not available, the client shall be required to deposit the money immediately and in one lump sum, failing that, the securities owned by the Client shall be sold and the receivables of the Intermediary Institution shall be collected.

**11.14.2.** It is agreed and declared that if the preferential right cannot be exercised due to lack of sufficient balance in the Client's investment account held at the Intermediary Institution, the Intermediary Institution shall not have any liability except in cases attributable to the Intermediary Institution.

**11.14.3.** The date at which the preferential right shall be used, the dates for rights issues and dividend payments are the dates at which preferential rights are exercised by Takasbank/CRA in the name of the intermediary institution and entered in the accounts of the intermediary institution or the Client held at Takasbank/CRA.

**11.14.4.** Redemption, dividend, interest and other incomes relating to capital market instruments in the Client's portfolio are collected by the Bank/Intermediary Institution and credited to the investment account. Services related to replacement of notes, distribution of bonus shares are also carried out by the Intermediary Institution.

**11.15.** The Bank / Intermediary Institution may send cash account statements, securities movement report and portfolio status report on a monthly basis in respect of transactions performed in the Client's investment account in the relevant month via registered mail in 7 days following the end of the relevant period. The Bank / Intermediary Institution is entitled to charge the printing expenses and registered mail costs of the monthly statements to the Client. Account statements can also be sent via e-mail upon the Client's request.

**11.16.** The Bank / Intermediary Institution may conduct intermediary activities relating to securities and other capital market instruments in foreign markets in relation to its clients pursuant to the provisions of the Capital Markets Legislation and relevant Communiqué and the provisions of this agreement provided that the provisions

of the Legislation on the Protection of the Value of Turkish Currency are reserved. The article of this agreement is of a general nature, and special matters such as the transfer of the capital market instruments and its proceeds, depositary transactions, confirmation of transactions, mutual rights and commitments shall be set out in a supplementary protocol to be drawn up between the Bank and the Client and constitute an appendix to this agreement.

**11.17.** The Bank can conduct Buying-Selling transactions on behalf of or for the account of the Client on the Exchange, markets and platforms subject to the Client's demand and permission in accordance with the provisions and principles laid down by the Capital Market Instruments and the relevant Communiqués.

**11.18.** The Client agrees and declares that in all transactions conducted under this agreement the books and records of the Bank and the Intermediary Institution shall be valid provided that they contain his own agreement. In cases where orders, including buying-selling orders in the Exchange and orders transmitted electronically, are placed verbally and there occurs a dispute between the parties as to the existence of the order, the records of the Bank and the Intermediary Institution shall be relied upon provided, however, that they can be confirmed by any written order or agreement such as fax, ATM records, records entered through a computer network, as well as voice and video records and all other evidences.

**11.19.** The Bank / Intermediary Institution is entitled to change the provisions of this agreement in part or in whole, and the Client is entitled not to accept such changes notified to the Client in writing, and to terminate the agreement with a written notice. The Client agrees and declares in advance that the changes in the terms of the agreement can be updated by obtaining the Client's approval through the Bank's / Intermediary Institution's internet branch to which the Bank / Intermediary Institution has provided access to the Client using a password.

**11.20.** The agreement is for an indefinite period of time. In case the Client fails to fulfill his obligations under this agreement, the Bank may close the investment accounts opened in the name of the Client, stop any transaction or annul the contract by way of termination with a 30-day prior written notice for good causes pursuant to the provisions of this agreement. In case the operation of the account is stopped or the account is closed by the Bank, all receivables of the Bank, whether existing or future, including items such as interest, BITT, etc. arising out of this agreement shall be paid by the Client to the Bank immediately after a written notice to be served to that effect, and the Bank shall reserve the right to claim interest in that respect.

**11.20.1.** In case the agreement is terminated by the Bank, the Client's existing and future rights and the balance of the account shall be immediately paid to the Client, provided the Bank's right of set off is reserved.

**11.20.2.** The termination of the agreement by the Bank shall not mean that the right of pledge has expired. For the purpose of guaranteeing the Bank's receivables throughout the effective period of the agreement, the Client agrees that such rights and other commitments of the Client arising from this agreement shall, despite such termination, continue to remain in effect until collections are completed.

**11.20.3.** Without prejudice to the aforementioned provisions, money available in the account shall be frozen by the Bank without interest, and until the capital

market instruments available in the account are received by the Client, a custody fee, which is among the banking transaction fees determined by the related department of the Bank every year, shall be charged to the Client.

**11.20.4.** The Client agrees that in cases when the account under this agreement remains dormant without any safe deposit item or balance for minimum one year, the Bank is entitled to close the account without prior notice.

**11.21.** It is impossible for anyone to participate in the existing account held at the Bank / Intermediary Institution. The beneficiary in whose name an account is registered shall close his account, and a 'Joint Account' shall be opened in the name of the new account holders. Similarly, it is also not possible for any one of the joint account holders to give up ownership of the account based on his own demand. Under such a circumstance, the account in question shall be closed, and a new account shall be opened in the name of the new beneficiary.

**11.21.1.** In case a cautionary attachment, e-attachment, injunction, bankruptcy, composition of debts, or other restrictions imposed on any one or more account holders are notified by competent authorities to the Bank/ Intermediary Institution, the Bank shall, without making any payment to any one of the account holders, suspend any activity on the joint account until a final decision is made about by the competent authorities.

**11.21.2.** Account holders cannot prevent transfer of money from their joint accounts to other holders of the account by merely sending a notice to the Bank / Intermediary Institution without the decision of a legally competent authority.

**11.21.3.** In case, without the knowledge of the Bank / Intermediary Institution, any of the account holders passes away, the other account holders agree that they shall successively assume all the liabilities which may arise against Tax Offices and/or inheritors of the deceased due to the payments made to the account holders by the Bank / Intermediary Institutions.

**11.21.4.** The Bank/Intermediary Institution is to keep the prescription periods for the securities and balances held in the investment accounts pursuant to the effective legislation. If the Bank/Intermediary Institution fails to reach the Client about safe deposit items and balances which are about to prescribe and carries out the transfer thereof in accordance with the transfer procedure, the Client agrees and declares not to raise any claims to the Bank / Intermediary Institution.

**11.21.5.** The Client agrees and declares that if the Bank / Intermediary Institution is notified by a Court, Bailiff's Office or other public institution that the right of disposal in relation to the capital market instruments held at the Bank / Intermediary Institution has been restricted with attachments, e-attachments, injunctions, measures, etc. or have been completely cancelled, the Bank/ Intermediary Institution does not have any obligation to initiate and pursue any legal proceedings in relation to such an event, and the Client shall personally exercise such right before the relevant authorities.

**11.21.6.** The Client agrees and declares that he shall not grant powers of attorney containing extensive powers such as signing buying-selling orders, depositing or withdrawing cash or securities in his investment accounts, or conducting transfers, etc. in his name and for his account to any employee of the Bank / Intermediary Institution, including its executives and remote organizations.

**11.22.** The Client agrees and declares in advance that he has signed risk statement forms, contracts,

complementary documents and forms in relation to order brokerage, transaction brokerage, portfolio brokerage, limited custody, general custody and capital market activities offered by the Bank and the Intermediary Institution under this agreement, including also transactions between the clients of the bank and the Intermediary Institution in the framework of the authority granted by the Intermediary Institution to the Bank, and the transactions of the Intermediary Institution; that any access to, acceptance and approvals given to such risk notification forms, contracts, information and documents upon the initial delivery thereof or during subsequent revisions thereof through the Bank's/Intermediary Institution's Internet Branch shall legally be deemed to have been given with an original signature.

**11.23.** The suitability test the Bank shall apply to its Clients is subject to joint evaluation criteria upon which the Intermediary Institution and the Bank have reached a mutual agreement. The suitability test which the clients of the Bank who are willing to work with the Intermediary Institution shall be subject to is shared with the Intermediary Institution through the system. There will be no suitability test disclosure from the Intermediary Institution to the Bank. The Intermediary Institution carries out its trading activities according to the last suitability test applied to the Client by the Bank or the Intermediary Institution. The Bank relies only on the current suitability test performed by it during its systemic checks. The Client is deemed to have signed this agreement by accepting such joint application between the Bank and the Intermediary Institution.

**11.24.** The principle is to obtain customer identification and communication details of the Bank clients who work/are willing to work with the Intermediary Institution necessary for the establishment of an account relationship, such as identity, communication, representation, proxy, etc. along with supporting documents and information and/or inquiring the same through the system, and then to share them with the Intermediary Institution. No details of clients who do not conduct transactions with the Intermediary Institution are shared with the Intermediary Institution.

**11.25.** It is possible that the Bank directly opens a customer investment account at the Intermediary Institution. Investment accounts are opened at the Intermediary Institution, and the Client agrees in advance that the Intermediary Institution is the only party entitled to manage such account.

**11.26.** In relation to initial public offerings related to stocks and debt securities, the Bank may provide brokerage services for book-building by the Intermediary Institution. The Client agrees in advance that the Bank shall not accept orders over the Bank's system for secondary market transactions related to investment accounts opened/held with the Intermediary Institution.

**11.27.** It is ensured that intermediary Institution clients who wish to access the Intermediary Institution's internet branch shall be passed through the Bank's firewall and encrypted security applications and access the Intermediary Institution's internet branch which is operated in a secure environment and completely independently of the Bank's internet branch.

**11.28.** The Bank shall provide teller services for collections and payments for its clients whom the Intermediary Institutions provide investment consulting services. Reports prepared by the Intermediary Institution in relation to investment consulting are delivered by the Bank to the Intermediary Institution's clients.

**11.29.** Information, documents, booklets, reports, announcements, analyses, etc. which are prepared by the Intermediary Institution for informing the Bank's clients about the products offered by the Bank and/or Intermediary Institution as a general investment advice shall be presented by the Bank to the clients of the Intermediary Institution and/or the Bank. By signing this agreement, the Client agrees in advance that such documents can be sent to the Client. If the Client does not desire to take the documents sent electronically, he is entitled to request from the Bank/Intermediary Institution not to send such documents to him in the framework of the statements in the announcement which contains the documents sent.

**11.30.** Information, documents and papers which the Intermediary Institution desires to convey to its clients in relation to the accounts, transactions and applications at the Intermediary Institution are transmitted by the Bank to the clients.

**11.31.** Cash balances of investment accounts of Intermediary Institution's clients opened via the Bank can be inquired online on an account basis via the Bank's system. The Bank may conduct fund transfers between related accounts by relating the Client's demand deposit account at the Bank to the investment account at the Intermediary Institution.

**11.32.** It is ensured that in the scope of book-running brokerage activities for public offerings, collection of margin-trading demands shall be undertaken and margin-trading demands that are collected shall be reported to the Intermediary Institution.

**11.33.** Customer statements related to Intermediary Institution accounts opened by the Bank can be delivered to the client in person or by the system through the Bank.

**11.34.** After the debt securities for which the Bank provides book running services are distributed to the Bank's investment accounts, the Bank may execute client orders for secondary market transactions over such accounts.

**11.35.** The Bank/Intermediary Institution may apply suitability test to its clients in writing or over the Internet Branch, and can make updates. The suitability test applied/updated in writing or over the Internet Branch is accepted by the Client provided that the burden of proof rests with the Bank/Intermediary Institution. If as a result of the suitability test, the Client wants to conduct transactions with products which are not suitable for the Client, it is essential to update the suitability test, and for transactions which the Client desires to conduct with non-suitable products before the suitability test is updated, the Bank/Intermediary Institution may not permit the Client to conduct such transaction, or the Bank/Intermediary Institution may accept and execute the Client's transaction by informing the Client that the Bank/Intermediary Institution is not obliged to apply a suitability test to the Client.

## **ARTICLE 12- PROVISIONS REGARDING REPO-REVERSE REPO APPLICATIONS**

**12.1.** The Bank agrees and declares to sell securities which are subject to a repo transaction to the Client at the transaction date in accordance with the content of the Repo Transaction result form, and to buy them back by paying the specified amount at the end of the Repo term, and the Client agrees and declares to buy the securities subject to the Repo transaction at the transaction date in accordance with the contents of the transaction result form, and to sell back and deliver the securities to the

Bank at the Repo maturity at the agreed upon price.

**12.2.** The Bank agrees and declares to buy the securities subject to the Repo transaction from the Client at the transaction date and sell them back at the Reverse Repo maturity at the agreed upon price, and to deliver the securities to the Client, whereas the Client agrees and declares to sell the securities subject to Reverse Repo transaction to back to the Bank at the transaction date, and to buy back securities from the Bank by paying the agreed upon price at the Reverse Repo maturity.

**12.3.** Individual transactions shall be carried out in accordance with the effective legislation. In relation to Repo / Reverse Repo transactions conducted between the Bank and the Client, the transaction result form is issued in two copies which bear successive serial numbers, and a copy is delivered to the relevant party at the time of transaction.

**12.4.** In repo and reverse repo transactions, the interest rate is determined freely by and between the Bank and the Client. The specified rates are gross rates. Repo and Reverse Repo maturities are also determined freely on condition that such dates do not exceed the redemption dates of the subject securities, and that maturity date is a business day. The determined maturity date cannot be changed without the mutual approval of both parties. In case the client desires to terminate the transaction in part or as a whole prior to the agreed upon maturity, this will be contingent upon an agreement between the Client and the Bank.

**12.5.** Upon reaching to an agreement on interest rate and maturity date, the Repo transaction shall commence when the Client deposits the repo amount to the Bank. Until the maturity date of repo, ownership of the securities passes to the Client. However, all revenues to accrue from the securities subject to Repo throughout the Repo term shall belong to the Bank.

**12.6.** Securities that are subject to Repo and Reverse Repo transactions shall be "deposited" to CBRT/Takasbank/CRA, etc, whichever has been legally authorized, in accordance with the regulations of the relevant institution.

**12.7.** Securities subject to repo are not physically delivered to the buyer. Transactions are realized through accounts / in dematerialized form.

**12.8.** The Bank places the securities subject to Repo in custody with BIST, Takas ve Saklama Bankası A.Ş. and/or CBRT and/or CRA in the name of the client. The Bank may by no means use, pledge, or transfer the securities in custody for any other purpose, whatsoever.

**12.9.** In case of Reverse Repo, the Client places the securities subject to the transaction in custody with BIST, Takas ve Saklama Bankası A.Ş. and/or CBRT and/or CRA in the name of the Bank. The Client may by no means use, pledge, or transfer the securities placed in custody for any other purpose, whatsoever.

**12.10.** Securities that have been purchased via reverse repo may be resold through a Repo transaction on condition that such transaction takes place in the period from the date of transaction until the maturity date, and term thereof does not exceed resale maturity date. Under such a circumstance, the Client may not claim from the Bank any amount other than the agreed upon amount.

**12.11.** Securities which are subject to repo transaction and which are delivered to the Client for any reason must be delivered to the Bank at the maturity date. If the Client fails to return the securities to the Bank at the maturity date, no principal and interest shall be paid by the Bank to the Client. The Client shall not demand additional

interest for the periods that exceed the maturity. The Bank deducts half of the agreed upon price within the normal Repo term as penalty for the period of delay. If the period of delay exceeds 10 days, the Bank may refrain from paying the entire agreed upon interest amount as a penalty, and applies to the authorized court for the return of the securities under this agreement. In a reverse repo transaction, if the Bank does not deliver the securities subject to the transaction to the Client at maturity, it agrees with the deduction of half of the agreed upon interest amount as a penalty for the days of delay.

**12.12.** The Bank has the right of retention and pledge over all securities, other capital market instruments and cash belonging to the Client which are kept at the Bank due to the Client's obligations arising from this agreement.

**12.13.** The Client is obliged to conduct cash transactions or transfers related to Repo and Reverse Repo directly to the accounts specified by the Bank or in line with the Bank's instruction. In payments, the Bank shall fulfill its obligation as per the Client's written instruction.

**12.14.** Repo and Reverse Repo transactions can be conducted at BIST and/or outside BIST.

**12.15.** Repo and Reverse Repo Transactions are carried out by personnel assigned by the Bank. Transaction result forms, custody receipts, contracts and all other documents and papers bear the names and signatures of the Bank's authorized employees.

**12.16.** In cases where a dispute occurs between the parties as to the existence of an order not placed in writing by the Client, the records of the Bank shall be relied upon provided, however, that they can be confirmed by any written order or agreement such as fax, ATM records, records entered through a computer network, as well as voice and video records and all other evidences.

**12.17.** Provisions related to Repo-Reverse Repo transactions have been arranged for an indefinite period. The Bank and the Client may terminate the agreement any time mutually or unilaterally with a written notice to be served 7 business days in advance. In case the agreement is terminated, all Repo and Reverse Repo transactions conducted between the parties prior to the date of termination shall be finalized mutual fulfillment of obligations at due dates in accordance with the terms and conditions of this agreement and the transaction result forms issued in relation to such transactions. The termination of the agreement is possible only with a notarized or registered letter to be sent by either party after all obligations of the parties are mutually fulfilled.

### **ARTICLE 13- PROVISIONS REGARDING CUSTODY OF SECURITIES**

The following provisions shall apply to the custody of bonds and similar securities by the Bank, and execution and finalization of legal transactions related thereto by the Bank.

**13.1.** Securities which are delivered to the Bank for the purpose of custody, or purchased and kept by the Bank in the name or for the account of the Client upon the Client's instruction shall, irrespective of whose name they are registered, be kept under an account number to be opened in the name of the Client.

**13.1.1.** The Bank shall issue a receipt/passbook for securities delivered to the Bank for custody, showing the type, number, and nominal value of the negotiable instrument as well as the account number under which the same are kept, and shall deliver it to the Client or his legal representative.

**13.1.2.** Securities that have been delivered to the Bank

for custody can be taken back by the Client by presenting the receipt/passbook showing that the securities have been placed in custody, and applying the know your customer rule and relying on the bank records.

**13.2.** The custody service covers safekeeping of securities and the obligation to collect interests and dividends related to securities rests with the Client.

**13.3.** The Client agrees that the securities placed in custody with the Bank are pledged to the Bank, and the Bank has the right of retention over them.

**13.4.** The Client agrees and declares to compensate the Bank's direct and indirect losses which may have been incurred for any reason due to this agreement, and to make the payment in 10 days upon his receipt of the notice sent to it for such compensation, otherwise, the loss which is required to be compensated shall fall within the scope of the pledge of securities placed in custody, and such amount shall be collected by exercising the right of retention.

**13.5.** The Client gives consents the Bank to use the securities placed or to be placed in custody with the Bank.

**13.6.** The Client agrees and declares that the Bank shall not be liable for the loss or damage to the securities placed in custody with the Bank due to force majeure or natural disasters.

**13.7.** If any payment ban and/or attachment-measure is imposed on part or all the securities placed in custody with the Bank, the obligation to lift such restrictions rests with the Client. The Bank shall not be held liable if the Bank is not able to execute such objections and procedures.

**13.8.** The custody fee to be charged for the securities placed in custody with the Bank shall be paid by the Client and these fees shall be calculated according to the type of securities and collected from the Client at such intervals determined by the Bank or once in a year, together with the BITT thereof.

**13.9.** The Bank is entitled terminate this agreement any time by returning the Client's securities back to the Client. All the expenses arising from the return are for the account of the Client.

### **ARTICLE 14 – COMMON PROVISIONS ON TRADING OF CAPITAL MARKET INSTRUMENTS, REPO-REVERSE REPO TRANSACTIONS, AND CUSTODY OF SECURITIES**

**14.1.** The Client shall carry out Capital Market Instruments Trading, Repo/Reverse Repo Transactions through the investment account opened at the Bank/Intermediary Institution.

**14.2.** The information contained in the Customer Information Form for Capital Market Instruments shall also be included in this agreement and other agreements to be issued in the future. If there occurs any change in the information contained in such form, the Client shall notify the Bank in writing about such change, otherwise, the information contained in that form shall be relied upon by the Bank in its transactions.

**14.3.** The Bank will use the "Know Your Customer" rules by comparing the identity information and signature specimens of the Client, or his authorized representative(s) against the identities and signature specimens in transactions to be conducted throughout the period in which the investment account is managed, and by carrying out necessary checks. However, the Bank shall not be liable, except in case of its own fault, for signature similarities which are impossible to understand

as a result of examination or falsity of documents and authorization documents for reasons not attributable to the Bank.

**14.4.** Agreements to be executed with legal entity clients and all documents relating to transactions shall bear the signature(s) of the authorized representative(s) of the legal entity. Legal Entities are obliged to submit the documents regarding representation powers to the Bank, to inform the Bank immediately of any change regarding representation powers. Otherwise, the Bank shall not be liable for any loss that may arise from any circumstance that may not be attributed to the Bank.

**14.5.** The articles of the agreement regarding Capital Market Instruments Trading and Repo and Reverse Repo shall not apply to the extent they are contrary to the regulations of the BRSA, CMB and BIST. In cases where this agreement is silent, the regulations of BRSA, CMB, and BIST shall apply, and where such regulations are also silent, then general provisions shall apply.

**14.6.** The provisions regarding Capital Market Instruments Trading are applicable for an indefinite period of time, whereas provisions regarding custody of securities are applicable for one year. If securities are not taken back by the Client at the end of the agreement term, the agreement shall be deemed renewed.

**14.7.** Information messages, forms, reports, receipts, account statements, etc. which must be sent to the client, as the case may be, in relation to Transactions of the client conducted under this agreement shall be sent by the Bank to the Client's e-mail address registered in the Bank's system. The acceptance of such notices in relation to professional clients is at the Bank's discretion.

**14.8.** Istanbul Courts and Bailiff's Offices are authorized to resolve disputes arising from transactions covered by articles 11, 12, 13 and 14 of this agreement.

## **ARTICLE 15 – PROVISIONS REGARDING THE LAW NUMBER 6493 ON PAYMENT AND SECURITIES RECONCILIATION SYSTEMS, PAYMENT SERVICES AND ELECTRONIC FUND INSTITUTIONS, AND RELEVANT LEGISLATION**

**15.1.** Terms that are referred to, but are not specifically defined in this agreement shall bear the meanings attributed to them in the Law and Regulation on Payment and Securities Reconciliation Systems, Payment Services and Electronic Fund Institutions.

**15.2.** Payment services to be provided by our Bank:

- a) EFT and money orders conducted with the credit card, and credit card debt payment transactions
- b) Depositing money to the payment account, withdrawing money from the payment account, and all necessary transactions for the operation of the payment account
- c) All fund transfer transactions including fund transfers to the Client's payment account with the Bank, direct debit transactions including also one-off transactions, payment transactions conducted with payment cards or similar tools, regular payment orders (money orders, EFT, SWIFT, etc)
- d) Issue or acceptance of payment instruments
- e) Payment transactions where the Client gives the authorization for the payment transaction through internet banking, telephone banking, mobile banking or similar communication and electronic communication devices, and the payment is made by the client to the provider of the goods or service, or the communication or electronic communication operator who acts as an intermediary
- f) Transactions relating to intermediary services for

bill payments (payments in return for services such as electricity, telephone, water, natural gas, etc. and payment of taxes, fees, charges, social security premiums and fines related therewith). All the services mentioned above are also provided through a convertible foreign currency account opened by our Bank.

**15.3.** In order for the payment transactions listed in this article (15.2) to be conducted, the Client should provide the following information as may be requested by the Bank according to the nature of the transaction;

- First name, last name, or trade name of the recipient
- Republic of Turkey Identity Number (TCKN), Foreigner Identity Number (YKN), Tax Identity Number (VKN)
- Account number (IBAN)
- Client number or user code
- Credit card number
- Communication details (telephone, e-mail, etc.)
- Name, branch or bank branch code of the recipient bank
- Address details of the recipient
- Subscriber/installation number for bill payments
- Tax identity number (VKN) for tax payments
- Registration number for social security institution (SGK) payments
- Transaction amount
- Currency
- The party liable to pay correspondent costs
- A document showing the nature of payment.

**15.4.** When the instruction placed by the Client for the execution of the payment transaction is received by the Bank or is approved through remote communication media, the instruction becomes irrevocable, and the Bank is deemed to have been authorized.

**15.5.** After the authorization of the Bank by the Client, the transaction can be withdrawn so long as the transaction is not executed by the Bank. However, in case of payment transactions such as automatic payment orders which are conducted via the direct debiting method, the client can withdraw the payment order by at latest the end of the business day immediately preceding the due date for the relevant payment.

**15.6.** The Client can authorize the Bank in relation to a payment order until 16.00 hrs on a business day. After that hour, the authorization can be realized the next business day. Payment orders placed after 16.00 and are required to be realized the same business day shall be subject to the fee set forth in Türkiye Halk Bankası A.Ş. Fees and Commissions Tariff and Basic Banking Information Form which are appendices and integral parts of this agreement. In case the currency of the payment order is a currency other than TL, the Client should take into account the working hours of the country to which the payment is destined, and international commercial practices. In the event that it is decided to execute the payment order on a certain day, at the end of a certain period, or on such day when the Client places the funds relating to payment at the disposal of the Bank, the day which is decided for the payment is deemed as the time of receipt of the payment order. In the event the payment date is not a business day, the payment order is deemed to have been received on the next business day.

**15.7.** In cases where it deems necessary, the Bank may refuse executing a payment order placed by the Client. In that case, it shall convey the reasons of refusal to the client using any of the communication details of the client recorded at the Bank until the end of the business day that succeeds the receipt of the payment order. If the Bank refuses a payment order, or the instruction relating

to the payment order contains errors and/or deficiencies, the Bank shall send a notice the client setting out how the errors that gave rise to refusal can be corrected, using his communication details recorded at the Bank until the end of the business day succeeding the receipt of the payment order.

**15.8.** The Client can learn the expenditure limits relating to his payment order at the address [www.halkbank.com.tr](http://www.halkbank.com.tr).

**15.9.** Fees that need to be paid by the Client in relation to the payment service to be provided by the Bank are presented in annex 1, an integral part of and appendix to this agreement. If additional information or more frequent information about to payment services received by the Client from the Bank is required, or another method of information communication is required, a fee proportional to the cost of such operation can be demanded.

**15.10.** If the payment service is used through a device and/or application, the technical and other characteristics that the device/application should have are described in the terms of the device / application by the Bank.

**15.11.** The Bank shall inform the Client through remote communication tools or in writing upon the Client's request on a transaction basis in relation to payment transactions realized by the Client or payments sent to the Client after such transaction or again upon the Client's request with one-month intervals at the latest.

**15.12.** The exchange rates of the Bank applicable at the time of transaction shall apply between the Bank and the Client. Changes that arise in exchange rates applied by the Bank shall be applied by the Bank to the Client immediately without serving any notice to the Client.

**15.13.** The Bank may provide a draft contract to the Client upon his request, and the Client may also obtain such agreement at the address [www.halkbank.com.tr](http://www.halkbank.com.tr).

**15.14.** The Client should protect the Payment Instrument (card, mobile phone, password and similar personal tools) which he has used to place the payment order in a secure manner, and take measures to prevent use of such information by others. The Client agrees that if such Payment Instrument is lost/stolen, he shall immediately inform the Bank to cancel the instrument, and shall not attribute any liability to the Bank for any transaction performed via the internet or any transaction conducted through his accounts from the date of loss/theft until the date of cancellation, and shall not claim any rights and receivable, including indemnity for pecuniary or non-pecuniary losses, from the Bank. If the Client unfairly uses the Payment Instrument which he has used to place the payment order, the Bank is entitled to close such Payment Instrument immediately for further use. If the Bank incurs any loss due to such unfair use, the Client agrees that he shall be liable to pay the Bank's loss.

**15.15.** The Bank shall close the Payment Instrument for further use if any event given rise to doubts as to fraudulent use or unauthorized use of the Payment Instrument takes place, or the payment Instrument is lost, stolen, or the Bank becomes aware of any transaction which has been conducted beyond the Client's will, or the Client notifies the Bank immediately and at latest twenty-four hours through any communication channel that the Payment Instrument has been lost, stolen or used without the Client's will. When the reason for the suspension of the Payment Instrument ceases to exist, the Bank supplies a new payment instrument for the Client or reactivates the payment instrument. The Client is obliged to take necessary measures for the protection

of personal security information in relation to the payment instrument, and is obliged to use the payment instrument in accordance with its terms of use.

**15.16.** The Bank cannot send a new payment instrument to the client without the client's request after the payment instrument is closed to further use by the client. The Bank prevents access to the client's personal security information by a third party other than the client and takes necessary security measures.

**15.17.** As from the moment the Client becomes aware of an unauthorized or erroneous payment transaction, he shall immediately notify the Bank and request correction of the transaction. The correction request cannot in any case exceed thirteen months after the execution of the payment transaction.

**15.18.** The Client understands that if a lost or stolen payment instrument is used or the payment instrument is used by others due to failure to keep personal security information properly, he shall be liable for up to one hundred fifty Turkish liras of the loss arising from illegal use of unauthorized payment transactions that have taken place in the last twenty-four hours prior to the notification made by the Client. The Client cannot be held liable for payment transactions which he has not authorized.

**15.19.** If the Client uses the payment instrument fraudulently or deliberately or negligently fails to meet his obligations relating to secure use of the payment instrument, he shall be liable for the entire loss arising from an unauthorized payment transaction.

**15.20.** The Client shall be liable for the losses arising from the use of the payment instrument in cases when he fails to take necessary measures, to suspend his account or to close the payment instrument for further use although the payment instrument has been lost, stolen, or he has become aware of any transaction conducted without his will.

**15.21.** The bank is responsible against the Client for the transmission of the payment transaction to the payment service provider of the recipient in accordance with the payment order. If the amount which is the subject of the payment order is TL, the Bank shall transfer the amount of the payment transaction in no later than four business days to the account of the payment service provider of the recipient. If the amount which is the subject of the payment order is a foreign currency, or the payment service provider of the recipient is located abroad, it shall transfer the amount of the payment transaction to the payment service provider of the recipient in ninety (90) business days. However, if there is a delay attributable to the correspondent bank, the Bank shall not be liable.

**15.22.** The Bank shall return the unrealized or erroneously realized part of the payment transaction to the customer without delay, and if the amount has been deducted from the payment account, it shall restore the payment account to its previous condition.

**15.23.** If the bank cannot execute the client's payment transaction or conducts an erroneous transaction except in case of a fault or defect attributable to the client, the bank shall be liable to indemnify the interest and fees which the client had to pay.

**15.24.** The Bank shall notify changes in payment systems under this agreement to the client 30 days in advance. The Client is entitled to terminate this agreement without paying any fee until the end of the thirty-day period. If the client fails to raise an objection in that period of time, he shall be deemed to have accepted the changes.

**15.25.** The Agreement shall be effective until it is

terminated by the parties. This agreement can be terminated any time with two-month prior notice by the bank or a one-month prior notice by the client using the means of communication specified in the Regulation. Annex:1.Türkiye Halk Bankası AŞ. Fees and Commissions Tariff is available at the address [www.halkbank.com.tr](http://www.halkbank.com.tr)

## ARTICLE 16 – COMMON PROVISIONS

**16.1.** The Client agrees and undertakes that he acts on his own behalf and for his own account with regards to transactions to be carried out for the purpose of all accounts already established or to be established with the Bank / Intermediary Institution, he does not act for the account of someone else, and in case he acts for the account of someone else, he shall notify the Bank / Intermediary Institution of the person for whose account he is carrying out the transaction and to present the identity details of such person in writing prior to realization of such transaction pursuant to the Law Number 5549, article 15.

**16.2.** The Bank is not obliged to investigate the genuineness of the signatures on the powers of attorney or authorization documents submitted. The Bank shall not have any liability for losses that arise or may arise due to alteration or falsity of the power of attorney except in case of its fault.

**16.3.** The customer hereby acknowledge and undertake the Bank's authority to use all sorts of information and original/copied documents conveyed to Bank by the Customer whom the Bank has been receiving advising services through a person or institution, or to its agents, or to the institutions that the Bank has in a relationship and group companies and subsidiaries where the Bank has authority to conclude confidentiality agreement.

**16.3.1.** In order to increase fee in a calendar year at a rate equal to and above 1.2 times the annual consumer price index increase rate announced as of the previous year-end by the Turkish Statistics Institution, it is mandatory to obtain the approval of the financial consumer, whereas changes involving increases below such rate must be notified to the financial consumer in writing no less than thirty days in advance, or through the fixed data keeper, or through the telephone shown in the records. Upon such notice, the financial consumer has the right to give up the use of the product or services in fifteen days after his receipt of the notice. If such right is exercised, no additional fee shall be charged effective from the date the prescribed fee increase is put into effect. Institutions may stop providing a product or service which has become the subject of a dispute. If the financial institution continues to use the product or receive the service, he is deemed to have accepted the change.

If, before charging any fee for instant transaction and services such as occasional fund transfers, or bill collections, institutions obtain the consent of the financial consumer in accordance with the structure of the area where the transaction is realized, the above mentioned notification and approval-seeking obligations shall not apply. In case of transactions performed at branches, information about the fee should be clearly stated on the receipt.

Information and documents evidencing that the client has been informed of the contents of the changes in interest rates, fees, commissions and costs and his right to give up using the service if he wishes should be delivered to the competent authorities upon request. Otherwise, it shall be deemed that such information has not been

provided.

**16.3.2.** An account maintenance fee can be assessed and charged in such periods to be designated by the bank on a client basis, irrespective of the number of accounts of the financial consumer. If the account is closed within the year, the fee corresponding to the time period in which the account was open can be charged. No fees can be charged for account opening and closing transactions and passbook printing transactions.

No account maintenance fee is charged to financial consumers whose accounts remain uninterruptedly dormant for minimum one hundred and eighty days for such duration. The account maintenance fee that could not be collected can be held to be charged later for a maximum period of twelve months following the date of accrual. No executive proceedings are started for the collection of account maintenance fees during that period, and if account maintenance fees cannot be collected at the end of the said twelve-month period, such fees are canceled. The financial consumer cannot be lent a loan for the collection of the account maintenance fee.

**16.4.** The Customer irrevocably agree, declare and undertake to authorize the Bank to disclose including the Agreement and its appendix (Agreement Report) between the Government of the United States of America and the Government of the Republic of Turkey to improve international tax compliance through enhanced Exchange of information signed on July 29, 2016 in Ankara has been ratified on February 25, 2016 with law numbered 6677 and published on Official Gazette dated March 16, 2016 and numbered 29655. Customer's personal/company information including but not limited to the identity details, account information, address and all sorts of confidential information that belongs to the Customer with the national and international institutions (FATCA/ Foreign Account Tax Compliance Act, ESMA/European Securities and Markets Authority, IRS/US International Revenues Services, CRS Common Reporting Standard and/or all respective institution or institutions of United States(US) and/or European Union(EU), CRS-Common Reporting Standard etc..) might be disclose to institutions and organizations in order to the Bank or its subsidiaries and affiliates is obliged to comply.

**16.4.1.** The agreement shall automatically terminate when the parties fulfill their mutual obligations, or upon expiry of the term in case of agreements with a definite term.

If either party fails to fulfill its obligations under the agreement, the other party is entitled to terminate the agreement provided that it fulfills its own obligations and serves a written notice. The termination of the agreement shall not terminate the rights and receivables of the parties towards each other. Acceleration and default provisions contained in the agreement and termination provisions shall be evaluated separately from each other.

**16.5.** In scope of tax obligations, the Customer certify that he/she does not have any connection with countries which party to USA and/or CRS-Common Reporting Standard, legal or real person's not belong to origin countries which party to USA and/or CRS-Common Reporting Standard, not a financial institutions and a company does not be founded in USA or under USA law or including Columbia zone USA's any state and /or not be founded under law parties to CRS- Common Reporting Standard and / or not passive non financial institutions except to countries which parties to USA and/or CRS Common Reporting Standard, not settled and/or have tax liability in countries which party to USA and/or CRS- Common Reporting

Standard, not reside in countries which party to USA and/or CRS- Common Reporting Standard and/or not have Greencard in countries which party to USA and/or CRS- Common Reporting Standard and/or he/she do comply with United States/ and not subject to a tax treaty ruled by Foreign Account Tax Compliance Act and/or European Union (EU) EMIR (European Market Infrastructure Regulation) and tax obligations under all other respected regulations. In case of any change on tax obligation or to real person and /or legal entity become shareholder's in company which countries originated party to USA and/or CRS- Common Reporting Standard and/or changing share ratio, the Customer has to declare the new status with the related documents to the Bank immediately and/or in any event within 30 days at the latest also even if there is no change, the Customer agrees to declare requested documents within 30 days at the latest.

**16.6.** The Client agrees and declares that if he fails to meet any of its existing and future debts arising from this agreement on the due date and in a complete fashion and/or meet any of its commitments on the prescribed date and in a complete manner, first, interests, taxes, costs and funds shall be collected from the payments into the account, and if there remains any money in the account, the principal shall be collected, and if the amount consisting of the interest, fund and BITT accrued as of the end of the month is not paid the same day, an overdue interest which is 50% above the highest interest rate determined for short-term loans shall apply for the accrued monthly interest until actual payment.

**16.7.** The Client agrees and declares that in all disputes arising from this agreement, the Bank's books, microfilms, microfiches, telex, computer, fax and computer records, etc., past call records, transaction records, voice records and Client instructions and all other client evidences related to such transactions shall constitute valid and binding evidences, and this provision of the agreement shall constitute a written evidence agreement pursuant to the Turkish Code of Civil Procedure, Article 193.

**16.8.** Funds, taxes and all other financial obligations required by this agreement and all transactions to be conducted shall be borne by the Client, and the amount of stamp tax payable by the Bank shall be paid to the Bank by the Client.

**16.9.** In cases where the client desires to transmit instructions to the Bank / Intermediary Institution by fax and the Bank/Intermediary Institution accepts such transmission, the following principles shall apply. These principles provide the Client with the ease to transmit instructions by fax to the Bank / Intermediary Institution so that the Bank / Intermediary Institution can conduct the transaction based on such instruction.

**16.9.1.** The Client has undertaken all consequences of transmission of instructions to the Bank / Intermediary Institution by fax. The Client agrees to fulfill the following issues when benefiting from the ease supplied by the Bank / Intermediary Institution. The Bank / Intermediary Institution reserves the right of refusing to realize any instruction transmitted via fax for valid reasons or without any reason. The Bank/Intermediary Institution shall immediately inform the Client of such refusal with respect to transmission of orders for the trading of Capital Market Instruments.

**16.9.2.** The Client shall take all measures to ensure that fax instructions shall only be transmitted by him to the Bank / Intermediary Institution. In case the Client has informed the Bank / Intermediary Institution of the fax numbers from which fax instructions will be transmitted,

any fax instruction to be transmitted from any fax number other than these notified fax numbers shall not be taken into consideration by the Bank / Intermediary Institution.

**16.9.3.** The Client shall take any action necessary so that fax instructions to the Bank / Intermediary Institution are only transmitted by himself and/or other authorized persons specified in the signature circulars of the Client, attested by ..... Notary Public on ....., and under Journal No....., constituting an integral part of this agreement.

**16.9.4.** The Bank / Intermediary Institution is entitled to conduct transactions upon fax instructions received and seem to bear the Client's signature. In this respect, whether the fax text includes the Client's fax number or not has no importance, and for this reason, the Client cannot make any claims, alleging that the instruction has not been sent from his fax machine and/or does not contain his fax number, or the person who signed the instruction does no longer have representative power.

**16.9.5.** The original copy of the fax instruction shall immediately be sent personally or by registered mail to the relevant Distribution Channel of the Bank / Intermediary Institution for confirmation. The Client irrevocably agrees that in case there is any difference between the confirmation letter and the instruction, the fax instruction will be deemed valid.

**16.9.6.** The books, records and documents of the Bank / Intermediary Institution shall be deemed conclusive evidence in the scope of the Turkish Code of Civil Procedure Article 193 whether the instruction sent by fax and held by the Bank has been confirmed or not without seeking any proof for relations between the Bank / Intermediary Institution and the Client.

**16.9.7.** The Bank / Intermediary Institution, upon receipt of a fax instruction, can execute it without waiting for a written confirmation. The Bank / Intermediary Institution shall show reasonable care while comparing the signatures on the fax instruction. The Bank / Intermediary Institution is not responsible for the following.

**16.9.8.** The Bank/ Intermediary Institution is not responsible for the consequences arising from the fact that the signature at foot of the fax was copied on it or attached to the text via other means without the Client's consent.

**16.9.9.** The Bank / Intermediary Institution is not responsible for the consequences of fraud and counterfeiting, and failure or fault of public and private communication instruments which it is connected to.

**16.9.10.** The Bank / Intermediary Institution is not responsible for mistakes and inadequacies attributable to the Client in the information and instruction received by fax.

**16.9.11.** If the Client is a legal entity, it shall use letterheads for fax instructions sent to the Bank / Intermediary Institution.

**16.9.12.** The Bank / Intermediary Institution shall inspect and examine the identities of the Client and his authorized representatives by comparing the specimen signatures submitted to it against the signatures affixed on the fax instruction. The Bank / Intermediary Institution shall exercise a reasonable degree of care in comparing signatures, and shall not be held responsible for the consequences of signature similarities which cannot be noticed at a first glance.

**16.9.13.** In case of transmission of fax instructions in the name of the Client, as already mentioned above by the Bank / Intermediary Institution, those persons who are notified to be authorized by the Client by submitting

their signature specimens shall be deemed authorized persons. Unless changes in relation to the powers of such persons and the names and signature specimens of the persons who have been newly authorized are notified by the Client to the Bank / Intermediary Institution by registered mail or via Notary Public, such changes shall not be effective for the Bank / Intermediary Institution, and such changes shall be notified to the Bank / Intermediary Institution together with effective legal documents. Unless otherwise notified by the Client to the Bank and prescribed by law, any announcement to be made via the Turkish Trade Registry Gazette or any other media, shall not bind the Bank / Intermediary Institution, and the Client shall not make an allegation against the Bank that the powers of such person have been changed.

**16.10.** The Client agrees that any transaction to be executed with a Password, Customer Number, Card Number and through all his accounts which are linked or are to be linked to its cards in relation to all services covered by this agreement or services to be offered in the future based on this agreement (cash withdrawal, expenditure, cash loan withdrawal, etc) shall be conducted by himself in accordance with the legislation then-effective or to become effective thereafter, the rules of international card schemes or similar institutions that are applicable worldwide, the contents of this agreement, the rules which the Bank shall determine and announce through introduction booklets or various channels and amendments to the agreement which shall again be announced through the same means, the banking practices in Turkey and the exchange regulations with utmost care and attention according to the rules of integrity and goodwill, and in the event that his card number and the relevant password, or any information within the scope of security steps is used for somebody else for any reason, or the card is distorted and is used after the expiry date determined by the Bank, he shall bear the consequences that shall arise, and if the Bank suffers any loss for such reason, he shall assume the liability thereof, and indemnify and pay for the loss.

**16.11.** Any liability which may arise due to use of the debit card given to a legal entity and banking transactions covered by this agreement are used by 3rd parties at ATM and POS devices or the Bank's / Intermediary Institution's electronic banking applications due to reasons such as termination of the legal entity, or its merger with another legal entity, or replacement of persons in the legal entity organs, cancellation of their signatory powers, or their death, dismissal, or resignation from the legal entity otherwise, shall rest with the legal entity, and no liability shall be attributed to the Bank / Intermediary Institution for such reason.

**16.12.** The Client agrees and undertakes that if any duplicate or multiple credit entries are made in his account without any justification due to the transactions under this agreement, the same can be collected by a back-charge to be conducted ex officio by the Bank / Intermediary Institution without having to serve a notice to the Client, and if the Client had any disposition on such balance knowingly or unknowingly, he shall pay such amount to the Bank / Intermediary Institution along with a contractual interest which shall apply as from the date of crediting such amount to his account and at the highest credit interest rate to be determined by the Bank / Intermediary Institution for loans and notified to CBRT, as well as RUSF, BITT and other financial obligations thereof.

**16.13.** The Client agrees and declares that he is not

entitled to transfer and assign its existing/future rights and receivables/accounts under this agreement to any third party without written consent of the Bank / Intermediary Institution.

**16.14.** This agreement is for an indefinite period of time. Unless the Client raises any objection, he agrees and undertakes that the agreement shall also apply to new transactions. The Bank / Intermediary Institution is entitled to terminate the agreement with a 1 month prior notice without having to state any reason. Termination for breach of agreement is not subject to any time period.

**16.15.** In case the Bank's Electronic Distribution Channel services and other services are started to be provided by a separate institution at a date to be determined by the Bank and this is accepted by the Client, the provisions of this agreement shall continue to be binding on the Client as the Client has agreed in advance with such potential changes in parties.

**16.16.** The Client undertake that the first name, last name, address and other communication details specified in the application form / agreement and other information and documents are true, and undertakes that the address written alongside his name and signature is accepted as the legal address for the fulfillment of the issues contained in the agreement and the service of necessary notices by the Bank, and if no address is written in such place, his address registered in the address based registration system (MERNIS) shall be deemed his legal address and any notice to such address shall be deemed to have been notified to him, and in case of a change of the address, unless such change is notified to the Bank in writing or through dialog in fifteen days, and such change is registered in the MERNIS system, any notice to be served to the neighborhood unit where the address is registered, and any notice to be served via the registered electronic mail system using a secure electronic signature shall be valid. The Client agrees to indicate a notification address in the boundaries of the Republic of Turkey even if he resides abroad, and in that case any notice to be served to such address shall be deemed valid and have legal consequences. Unless the Client notifies the Bank of any change in its signatures via a notary public or by registered mail or in return for signature, the Bank shall not responsible for any damages and legal consequences which may otherwise arise.

**16.17.** The Parties agree that ..... Courts and Bailiff's Offices shall the jurisdiction to resolve all disputes that may arise out of this Agreement.

**16.18.** The relevant provisions of the Consumer Law are reserved.

**16.19.** The provisions of this Agreement shall apply to all existing/future accounts of the Client opened at our Bank, including those held at different branches.

**16.20.** If, in respect of Time Deposit Accounts, there is no instruction of the Client to transfer the principal and accrued interest to a demand deposit account at the end of maturity and such Time Deposit Account is not closed until the end of working hours;

**16.20.1.** If the new maturity date falls onto a weekend holiday and the Client places an instruction to defer maturity date to the next business day, then the new maturity shall prevail, and the account will be renewed with the same interest rate effective at the renewal date;

**16.20.2.** In the event the Client fails to place an instruction for the renewal of maturity, the account will be deemed to have been renewed with the same maturity and interest rate applicable at the Bank on the renewal date.

In both cases described above, the right of the Client to demand payment from the Bank at the end of maturity shall be for such amount calculated over the interest rate applicable at the opening date of the account, or at the date of renewal if the account has been renewed.

**16.21.** In case of any discrepancy between Turkish and English versions of this BSA, the provisions of Turkish version will prevail.

The CLIENT(S) agree, declare and undertake that they have read this agreement consisting of 16 articles and ..... pages, and it is not necessary to sign and initial each page, and they shall be bound with all provisions of the agreement. I/we agree, declare and undertake that I/we have received a copy of this agreement in person.

DATE:...../...../.....

SIGNATURE

**TÜRKİYE HALK BANKASI A.Ş.**  
.....Branch

**FIRST NAME-LAST NAME /TRADE NAME:**

**FIRST NAME-LAST NAME /TRADE NAME:**

SIGNATURE

SIGNATURE

**CLIENT'S FIRST NAME LAST NAME:**  
ADDRESS:

TELEPHONE:

SIGNATURE

**If the agreement is to be signed by a minor who has the power to appeal, the following letter of consent shall be signed by the parent and the minor who is the holder of the account.**

I herewith consent that my son / daughter ..... born on ...../ ..... / ..... opens a deposit account at the Bank and withdraws any amount of money from such account, and is given an ATM card and for such purpose an agreement is signed with the Bank.

**THE ACCOUNT HOLDER MINOR**

FIRST NAME-LAST NAME /TRADE NAME:

ADDRESS:

TELEPHONE:

SIGNATURE

**PARENT / GUARDIAN**

FIRST NAME-LAST NAME /TRADE NAME:

ADDRESS:

TELEPHONE:

SIGNATURE

## GENERAL RISK NOTIFICATION FORM FOR INVESTMENT SERVICES AND ACTIVITIES

### Important Explanation

As a result of the capital markets transactions you may not only profit from the transactions but you have also the risk of loss. . Therefore, before deciding to conduct any transaction, you should understand the risks that you may face in the market and decide by considering your financial condition and limits.

To this end, as further specified in Article 25 of the “Communiqué on Principles of Foundation and Operation of Investment Firms”, Serial III, No. 39.1 (“Communiqué”), you have to understand the following provisions contained in this “Investment Services and Activities General Risk Statement Form”.

### Warning

Before starting to transact, please check whether the institution you are planning to work with holds a certificate of authorization for capital market transactions you are intending to enter into. You may check and retrieve the list of banks and capital market intermediary institutions holding a certificate of authorization for capital market instruments via websites at the address of [www.spk.gov.tr](http://www.spk.gov.tr) or [www.tspakb.org.tr](http://www.tspakb.org.tr).

### Risk Statement

In addition to the points stated in the “Frame Agreement” to be signed with the intermediary institution you are planning to work, it is very important for you to understand and recognize the following points as well.

1. The account you are going to open in the intermediary institution and all of the transactions you are going to effect through that account shall be governed by and subject to all kinds of legislative acts and similar other administrative arrangements issued by the Capital Markets Board, the stock exchanges and the clearing institutions.

2. Capital market transactions are exposed to many risks of varying degrees. As a result of price movements and fluctuations in the market, you may fully lose the money deposited in the investment firm, and your losses may even exceed the amount of your investment depending on the type of transactions effected.

3. In such transactions as margin trading or short selling, due to the leverage effects, you must keep in mind that trading with a low shareholders’ equity may have effects in favor of you or on the contrary in disfavor of you in the market, and accordingly, such leverage effects may either bring you high level of profits or cause substantial losses to you..

4. You must always keep in mind that the information and advice to be given by the investment firm to you with respect to trading in the markets may be incomplete and may require verification and validation by you.

5. You must take into consideration that the technical and basic analyses to be conducted by the authorized officers of the investment firm with respect to trading of capital market instruments may differ from person to person, and the forecasts in such analyses may not definitely realize or come out to be true..

6. For the transactions effected in foreign currency, in addition to the risks enumerated above, it must be known and noted that there is also an exchange rate risk, and that due to exchange rate fluctuations, there may be a loss of value in Turkish Lira, and that the governments may impose restrictions on foreign capital and foreign exchange movements, and may levy additional and/or new taxes, and that the trading transactions may not be executed on time..

7. Before entering into the transactions, you must get confirmation from your investment firm about all of the commissions and other trading fees and charges to be paid by you. If the fees and charges are not expressed in monetary terms, you must request a written statement containing comprehensible examples showing how the said fees and charges will be reflected onto you in monetary terms. This capital market transactions risk statement form intends to generally inform the customer about the available risks, and may thus not cover all of the risks that may emerge from the trading of capital market instruments and the practices relating thereto. For this reason, you must yourself conduct a careful and diligent inquiry before depositing your savings in this type of investments.

I hereby declare, acknowledge and accept that I have read and understood the preceding paragraphs, and without prejudice to my rights of claim and action for my losses and damages that may be caused by faults or negligence of Intermediary Institution/Bank during implementation of these principles, I have signed this “Investment Services and Activities General Risk Statement Form” with my own will and volition, and thereafter, I have signed the Contract and received a copy of this form.

Note: It is sufficient if the Client writes **“I have read and understood this form”** and signs it.

SIGNATURE



**CUSTOMER INFORMATION FORM FOR CAPITAL MARKET TRANSACTIONS**

First Name Last Name / Trade Name	.....		
Phone	Business Phone: (.....).....	Mobile Phone: (.....).....	Home Phone: (.....).....
The Representative's First Name, Last Name	.....Notary Public Power of Attorney Date / Nr.		
<b>MUTA No</b>		TCKN/ VKN/ YKN	
TL Investment Account No			
USD Investment Account No			
EUR Investment			

**SPECIAL INSTRUCTION (ACCOUNT STATEMENT)**

(Account statements are sent by registered mail. An account statement fee shall be charged to the accounts of our clients after each transmission.)

I / we do not want account statements for the investment accounts with the Bank / Intermediary Institution.  
 SIGNATURE

I / we only want account statements to be sent to the e-mail address .....@.....  
for the investment accounts with the Bank / Intermediary Institution.  
 SIGNATURE

DAILY       WEEKLY       MONTHLY

**SPECIAL INSTRUCTION (FOR INVESTMENT ACCOUNTS OPENED AT THE BANK)**

I / we want that if the balances in my/our TL Investment Account are above the lower limits set by the Bank, such balance is invested in repo at the lowest maturity applied by the Bank.

YES       NO

**SPECIAL INSTRUCTION (FOR INVESTMENT ACCOUNTS OPENED AT THE INTERMEDIARY INSTITUTION)**

I request that even if the balance in my investment account with the Intermediary Institution is above the lower limit set by the Intermediary Institution the balance is not automatically invested in repo. Note: If no options are marked, the balance above the lower limit shall be automatically invested in repo at the lowest maturity by the Intermediary Institution.

**SPECIAL INSTRUCTION (FON24)**

I / we agree that if the balance in my demand deposit account is above the minimum amount of sellable units of the money market funds determined by the Bank, such amount is transferred to the investment account and automatically used to purchase money market funds at the selling price of that day; if the balance in my demand deposit account is sufficient based on my payment instructions placed to the bank, then investment fund units that have been purchased previously for payments such as automatic payment instructions, regular payment instructions, EFT instructions, etc. are sold at the buying price effective at the time of transaction, and the payment is made with the proceeds of such sale. In my/our capacity as a client, I/we shall pursue whether the transactions covered by this instruction have been executed or not, and I/we agree and undertake not to claim any loss and damage from the Bank for transaction that could not be executed for reasons not attributable to the Bank.

YES       NO

Date: ...../...../201....

Signature (if any) / Seal:

## FINAL BENEFICIARY DECLARATION FORM

(Declaration as to whether or not the transactions have been carried out in one's own name and for the account of someone else)

According to the Article 15 of the Law on Prevention of Laundering Proceeds of Crime No 5549 " In transactions that require identification and are to be conducted before or through obliged parties, if any person who acts in his own name but for the account of others fails to declare in writing for whose account he is acting before conducting such transaction to the obliged parties, **he shall be sentenced to imprisonment from six months up to one year or a judicial fine up to five thousand days**".

In this context, if real and legal entities conducting transactions at Türkiye Halk Bankası A.Ş. and/or Halk Yatırım Menkul Değerler A.Ş. which require identification as per law Number 5549, respective regulations and communiqués (institutions with or without a legal personality) act in their own name but in someone else's account, they must declare in writing to Türkiye Halk Bankası A.Ş. and/or Halk Yatırım Menkul Değerler A.Ş. in whose account they act in accordance with actual nature of the transaction.

I/we agree, declare and undertake that I/we act on my/our behalf and for my/our entity's account due to any type of accounts that I/we have opened and I/we will open at Türkiye Halk Bankası A.Ş. and/or Halk Yatırım Menkul Değerler A.Ş., that I/we do not act on behalf of anyone else, and that **in case** I/we act on my/our entity's behalf, **but for the for the account of someone else**, I/we shall **immediately** notify Türkiye Halk Bankası A.Ş. and/or Halk Yatırım Menkul Değerler A.Ş. **in writing** for whose account we I/we conduct the transaction and the identity details of such person(s) and also of the person(s) who are authorized to represent such entity in accordance with article 15 of the Law No. 5549.

Halk Investment Account No:

SIGNATURE