BANKING SERVICES AGREEMENT

Customer No	:
Name & Last	:



INFORMATION ON THE PROTECTION AND PROCESSING OF PERSONAL DATA

As Türkiye Halk Bankası Anonim Şirketi (Halkbank), we would like to inform you in accordance with the Law on the Protection of Personal Data No. 6698 (the Law) in the capacity of "Data Supervisor".

Processing of the Personal Data and the Aim of Processing: Based on the principles specified in Article 4 of the Law on the Protection of Personal Data No. 6698 and the legal reasons given in Article 5 and 6; your personal data is processed in order to fulfill our obligations arising from the legislation to which our Bank is subject, comply with the information and reporting obligations if requested by the official and judicial bodies authorized to request information/documentation from the Banks, ensure fulfillment of the banking activities in accordance with the legislation, perform necessary actions about our agreements and commitments, ensure customer satisfaction, manage complaints notifications, issue all papers and documents to be based on the electronic or paper, provide our products and services, fulfill our orders, evaluate our product/service demands, execute the business performed by our Bank with the service units, subsidiaries and affiliates and manage the relations with them, perform investigation file, lawsuit and execution proceedings to which our Bank is a party, receive legal consultancy, perform planning, auditing and implementation of Corporate sustainability, management, strategic planning information safety processes, take security measures, prevent fraud, and ensure information security.

Transfer of the Personal Data and the Aim of Transferring: Your personal data may be shared with public organizations and other institutions and may be subject to legal reporting by reason of legal liabilities of our Bank. In this scope, your personal data is being transferred within the framework of personal data processing conditions and purposes specified in the Law No. 6698 to statutory bodies and organizations like CRA (the Central Registry Agency), BDDK (the Banking Regulation and Supervision Agency), CMB (the Capital Markets Board), GİB (the Revenue Administration), VDK (the Tax Inspection Board), TBB (The Banks Association of Turkey), TBB Risk Center, MASAK (the Financial Crimes Investigation Board), the Ministry of Finance, KKB (the Credit Bureau), TCMB (the Central Bank of the Republic of Turkey) and other domestic, foreign public and administrative bodies/authorities legally authorized to request information from banks in case demanded. Your personal data is being shared with the third parties from which we purchase service in order to carry out our banking activities, the organizations being cooperated, financial institutions like program partners, subsidiaries and affiliates, financial institutions regulated under the Banking Law article 73/4, and our domestic and foreign service units to an extent required by the practices of our Bank and within the framework of the legislation with the aim of execution of the agreement you have drawn up with our Bank. In addition, your personal data is shared with our subsidiaries, affiliates and other third parties if you have consent and in scope of your consent in order to provide better service for you, promote our new products and services, present products and services customized for you.

Gathering Personal Data and Legal Reason: Your personal data is gathered automatically by means of channels our Bank contact or will contact with you in the future like our Bank's Head Office, Regional Coordinators, Branches, ATM's, internet branch, mobile and digital applications, social media, call center, companies with which carry out the activities in the capacity of agency/brokering, social media, customer meetings, screening of judicial records, market enquiry, Identity Sharing System, Address Sharing System, KKB, BKM, written/digital applications to internet sites, written/digital applications sent to sales teams, companies from which call center service is purchased, contracted merchants' POS devices, contracted merchants and in a non-automatic way provided that it is a part of data recording system and your personal data not being included in scope of sensitive personal data is processed within the aims specified above; based on the legal reason that "explicitly specified in the laws" stated in Article 5 of the Law, "processing of personal data belonging to the parties of the agreement provided that it is directly related with establishment or performance of an agreement", "it is obligatory to ensure that data supervisor fulfills its legal liability", "data processing is obligatory for establishment, utilization or protection of a right", "data processing is obligatory for legitimate interests of the data supervisor provided that the relevant person's fundamental rights and freedoms are not damaged"; if it is not based on these legal reasons, then the same is processed based on the legal reason that "explicit consent of the relevant person" stated in Article 5 of the Law,

Your sensitive personal data except health and sexual life is processed based on the legal reason that "explicitly specified in the laws" stated in Article 6 of the Law; if it is not based on the legal reason that explicitly specified in the laws, then it is processed based on the legal reason that "explicit consent of the relevant person" stated in Article 6 of the Law,

Your health data is processed based on the legal reason that "explicit consent of the relevant person" stated in Article 6 of the Law.

Storage of Personal Data

Your personal data may be stored for the periods required by the aims of processing them. Your personal data the aims of processing them have disappeared in case of the lack of another base or legal reason, absence of an international law or regulation and disappearance of contractual obligations shall be deleted, destroyed or anonymized.

Your rights in scope of Article 11 of the Law: You have the right to learn whether or not your personal data is processed, if processed, to request information with respect to this, know the aim of processing your personal data and whether or not the same is used in appropriate with the aim, know about the third parties to which your personal data is processed at home or abroad, if your personal data is processed deficiently or wrongfully request correction of them and ask for notification of the process performed in this scope to the third parties to which your personal data has been transferred, request deletion or destruction of your personal data if the reasons of processing of them have disappeared even though they were processed in accordance with the Law No. 6698 and other relevant provisions of the law and ask for notification of the process performed in this scope to the third parties to which your personal data has been transferred, object to any consequence emerged against the person by means of analysis of processed data exclusively through automatic systems and request for indemnification of any damages you may suffer by reason that your personal data has been processed unlawfully.

As the personal data owners, you may exercise your following rights with respect to processing of your personal data upon a request you would make to our Bank. If you send your requests with respect to your rights in the following methods; our Bank shall conclude your request as soon as possible and not later than thirty days. The response to be given shall not be charged up to ten pages. 1 Turkish Lira processing fee may be received for each page over ten pages. If the response to application is given in a recording environment like CD, flash memory, the charge to be demanded by Halkbank shall not exceed the cost of recording environment. If the Personal Data Protection Board makes any change in these charges, the tariff of charges to be published by the Board shall be applied. You can submit your requests in scope of Article 11 of the Law to our Bank's Head Office or Branches as the data supervisor by enclosing necessary documents. You can access the application form on halkbank.com.tr. You can apply via e-mail to the address hbkvk@halkbank.com.tr. You can send your applications you wish to make via KEP to the address

halkbank.muhaberat@hs03.kep.tr.

BANKING SERVICES AGREEMENT

ARTICLE 1 - PARTIES

Türkiye Halk Bankası A.Ş. (the Bank) and the Customer have fully agreed on the below specified conditions and signed this Agreement.

ARTICLE 2 – DEFINITIONS

In this Agreement the following terms imply the meaning given along with;

- **2.1. Abone24:** The system that ensures bill payment via automatic transfer, Dialog, İnternet, ATM (Bank24), Branch by means of customer's payment order to institutions which provide electricity, water, phone, natural gas, wire TV etc. services,
- **2.2. Gold Transfer:** Between the banks subscribed to the Takasbank Gold Transfer System, transferring of gold balance from a customer drawing gold account of a bank subscribed to the system to the customer drawing gold account of another bank subscribed to the system,
- **2.3. Intermediary Firm:** Investment enterprise(s) authorized for transaction or portfolio intermediation which performs intermediation activity for order transmission by displaying activity in favor of the Bank within the framework of "the Order Transmission Intermediation Framework Agreement" drawn up/to be drawn up by the Bank with Halk Yatırım Menkul Değerler A.Ş. and/or with other investment enterprises in position of its subsidiary within the Capital Markets Legislation,
- **2.4. Bank:** Türkiye Halk Bankası A.Ş. (with the short name Halkbank) and/or its Branches,
- **2.5. BDDK:** the Banking Regulation and Supervision Agency,
- 2.6. BIST: Istanbul Stock Exchange,
- **2.7. Cumulative Deposit Accounts (CDA):** Variable interest accounts opened in minimum, maximum deposits determined by the Bank in TL/USD/EUR currency and which may be invested by depositing the installment amount in specified periods,
- **2.8. The Stock Exchange:** Istanbul Stock Exchange and domestic and/or foreign stock exchanges in which capital market instruments are traded,
- 2.9. BSMV: Banking and Insurance Transactions Tax,
- **2.10. CRS:** The Common Reporting Standard that specifies OECD countries' automatic sharing and exchange of information with respect to financial accounts by means of financial institutions located in their own countries,
- **2.11. Distribution Channels:** The general name given to all kinds of alternative distribution channels including but

not limited to ATM (Bank24), Dialog, Internet Banking, Mobile Banking, SMS Banking, Social Media Channel by which the Bank provides its services concerned in the Agreement in addition to its Branches,

- **2.12. Floating Rate Account:** Interest deposit accounts for the period with the applicable interest rate determined according to the rate it has been indexed (GDDS, CPI, Benchmark Bond, LIBOR and EURIBOR) for each interest payment period,
- **2.13. Dialog:** The channel which enables customers to perform banking services determined by the Bank via phone,
- **2.14. Regular Remittance/EFT:** The system that enables to do remittance/EFT automatically in determined periods,
- **2.15. Electronic Banking Services:** Implies the general name of all the products and services provided by the Bank by means of distribution channels out of the Branch, Customers may start using the relevant channel to create a password for the channel the Bank provides service out of the Branch.
- **2.16. Electronic Fund Transfer (EFT):** Electronic payment system that enables sending money in Turkish Liras currency from one bank to another,
- **2.17. Electronic Signature:** Electronic signature the Customer has acquired by means of authorized bodies in accordance with the applicable legal legislation and enables the Bank to use banking transactions, products and services regulated under the provisions of this Agreement,
- **2.18. Order (Purchase/Sale Order):** The notification made by the Customer to the Bank with respect to purchase or sale of capital market instruments in written, oral form or via phone, fax or electronic media in accordance with the conditions of this Agreement,
- **2.19. EURIBOR:** The interest rate used in nature of a benchmark in the monetary markets within the European Union (EU), applied in lending transactions in EUR,
- **2.20. FATCA:** The Foreign Account Tax Compliance Act issued by the authorized body in the United States of America,
- 2.21. Fund or TMSF: the Saving Deposit Insurance Fund,
- **2.22. Fon24:** Drawing account opened by being traded with an investment account in the background by the Customer in the Bank to be used for automatically receiving investment instruments provided by the Bank on behalf of the Customer,

- **2.23. Benchmark Bond:** Benchmark bond simple interest rate,
- **2.24. Security Steps:** Customer number, phone number the customer calls from, card number, all kinds of pins, internet password, Dialog password, card pin, private and confidential details of the Customer written on the application form, Bank product usage details, biometric verification processes, callbacks, computer, wire/wireless device/system applications needed to be used by the Customer at different stages to perform banking transactions in the Distribution Channels, information and to be asked by customer representatives during transactions of the Customer and information SMS',
- **2.25.** Account: All kinds of deposit account, investment account opened in the Bank in order to stock Turkish Liras (TL), Foreign Currency (FC), assets or gold and utilize the instruments and services connected with them,
- **2.26. IGA:** Intergovernmental agreement. Intergovernmental agreement concluded between the USA and other countries in scope of FATCA,
- 2.27. IRS: The USA Tax Administration,
- **2.28. IVN:** Automatic external calling system performed without using a live operator and detecting the responses given by people being called respond to any call vocally or keying,
- **2.29. IVR:** Interactive voice response that welcomes customers when they call the Dialog and enables them to be informed, do transactions and connect to a customer representative by directing with keys or voice,
- **2.30. Internet Banking:** The channel in which all banking services specified in this Agreement and provided by the Bank to Customers are performed over internet and social media channels,
- **2.31. Permanent Data Storage:** All kinds of instruments and media like short message (SMS), electronic mail, internet, disc, CD, DVD, memory card etc. that enables saving and copying without changing of and exactly access to any information sent by or sent to the Customer in a way ensuring examining this information for a reasonable period as suitable for purpose,
- **2.32. Card:** Credit cards, bank cards and prepaid cards identified with the Bank Cards and Credit Cards Law,
- 2.33. RUSF: The Resource Utilization Support Fund,
- **2.34. LIBOR:** The interest rate applied by the banks with high credibility in the London Interbank Money Market in the process of borrowing each other on USD,
- **2.35. Financial Liabilities:** All kinds of taxes (including the Banking and Insurance Transaction Tax (BSMV)), funds (including the Resource Utilization Support Fund (RUSF)),

- duties, imposts and charges being effective and to come into effect in the future,
- **2.36. Security:** Valuable paper that provides partnership or creditorship, represent a certain amount, is used as an investment instrument, brings periodical income, is issued in series in fungible nature, inscriptions of which are the same and the conditions of which are determined by the CMB,
- 2.37. CRA: Central Registry Agency,
- **2.38. Mobile Banking:** The channel in which the banking transactions determined by the Bank are performed over mobile screeners, mobile platforms, mobile phones/mobile computers/tablets and/or wire/wireless device/system applications,
- **2.39. Customer:** Real or legal entity that is provided banking services by the bank and signs this Agreement,
- **2.40. Automatic Virement:** The process of automatically recording debt to account of the applicant Customer and receivable to account of any person and/or organizations to be specified by the applicant Customer by the Bank pursuant to an order given by the Customer in advance,
- **2.41. Repo:** The process of selling securities issued or to be issued by the Banking Regulation and Supervision Agency (BDDK) and authorized bodies by the Bank to the Customer with redemption commitment in or out of the stock exchange within the framework of the relevant legislation and the provisions given in the relevant chapter of this Agreement,
- **2.42. Fixed Interest Account:** Interest paid deposit accounts for the period when the interest rate determined at the opening date of the account is valid during all the periods within the maturity period,
- **2.43.** Capital Market Instruments: Capital market instruments regulated and to be regulated afterwards in various regulations and notifications of the Capital Market Board in accordance with the Capital Market Law,
- **2.44. SMS Banking:** The channel on which all banking services specified in this Agreement and provided to the Customer are performed and the Customer is informed on the mobile phone of the Customer registered in the Bank,
- 2.45. CMB: the Capital Market Board,
- **2.46. Password:** Specific alphabetic and/or numeric characters as well as biometric features and characters used in order to access the Bank's Distribution Channels and/or perform the banking transactions found appropriate by the Bank in these channels and delivered to the Customer by the Bank or personally created by the Customer on computer, wire/wireless device/system applications needed to be used by the Customer at

different stages to perform banking transactions on Dialog, Internet Banking, Mobile Banking, SMS Banking or Şifrebaz/Şifrebaz Mobile, responsibility of which belongs to the customer,

- **2.47. Reverse Repo:** The process of purchasing securities issued or to be issued by the Banking Regulation and Supervision Agency (BDDK) and authorized bodies by the Bank from the Customer with redemption commitment in or out of the stock exchange within the framework of the relevant legislation and the provisions given in the relevant chapter of this Agreement,
- **2.48. TV Banking:** The channel on which the banking transactions determined by the Bank on digital TV channel and in safe environment,
- **2.49. Drawing Gold Account:** The drawing account in which any amount of gold price of which has been entered by the Bank for the Customer, money equivalent of which is determined as "gram" is transferred with or without physical delivery,
- **2.50. Investment Account:** The account opened and traded in the Intermediary Firm and the Bank within the Capital Market Law and the relevant legislation.

Legal and administrative regulations referred in this Agreement or one provision or part is subject to shall remain effective in a way involving the applicable regulations which may be occasionally amended or removed, reissued.

ARTICLE 3 – DEPOSIT ACCOUNTS

- **3.1.** The provisions of this Agreement shall be applied about the Customer's accounts opened in the Bank.
- **3.2.** The Customer agrees and declares that with respect to the account of the Customer opened in the Bank that is followed in the checking saving deposit account group pursuant to the documents submitted, the Bank may take actions unilaterally concerning possible transfer of the account to the checking commercial deposit group if the Bank determines as a result of various investigations and detections that the account is used for commercial purpose, if the Bank takes such an action the Bank shall not have no liability other than notification of the situation to the Customer's address known by the Bank in written form or via other channels.
- **3.3.** Any accounts opened by two or more people are called as "Joint Account". If there is no recording made during or after the process of opening the account regarding how to use the joint account, the said accounts are deemed as "Successive Joint Account". In this case, each partner shall have a power of disposition on the whole of each joint account. Customers agree and declare that submission of an abstract, letter, commitment request or another notification by the Bank only to any of the joint account holders shall be sufficient for any money

- and other values deposited in the account and valuable papers delivered by account holders or third parties and payments made from the account and all kinds of dispositions, transactions and actions, such a notification shall bear consequences also for other account holders, each of them represents all the account holders about receipt of all kinds of notifications.
- **3.4.** Third parties may open an account with legal nature of donation in the Bank on behalf of the Customer under custody or tutorship. The Customer's custodian/guardian/trustee may do transactions in this account opened by a third party in accordance with the legislation only if the 3rd parties opened the account has not given a contrary written order.
- **3.5.** The customer's demands for drawing money from the drawing account on any Distribution Channel may be performed within transaction/amount limitations to be determined by the Bank.
- **3.6.** If the amount demanded by the Customer via Branch is not existing in the Branch cash box, the payment is made by the Bank to the Customer by giving time not exceeding one working day.
- **3.7.** The Customer agrees and declares that if its accounts in scope of the Agreement are not involved any transactions and/or their balance remain below the balance to be unilaterally determined and changed without notice by the Bank, the Bank is authorized to close such accounts. The Bank has power to close any accounts which do not have any remained stock and are not involved any transaction for 2 years without waiting for the order of account holder and making any notification.
- **3.7.1.** The participation funds, custodies and receivables held with the Bank, including equities and bonds, mutual fund units, amounts in deposit accounts opened in the name of the Customer to whom a cheque book is given even if the cheque book is not delivered, and remittance accounts, and profit shares on participation accounts accruing until prescription time, which are not sought within ten years from the Customer's latest request, transaction, or written instruction shall drop due to prescription.
- **3.7.2.** The Customer agrees and declares that if it does not apply for all kinds of its deposits, custodies and receivables dropped due to prescription and the amount of which is equal or above the amount specified in the Banking Law and all kinds of legal legislation including but not limited to the Regulation on the Principles and Procedures for Accepting, Withdrawal of Deposits and Participation Funds as well as the Prescribed Deposits, Participation Funds Custody and Receivables in one calendar year, it shall be warned by the Bank concerning the future transfer of its accounts to the Fund with registered and reply paid letter until the end of January

of subsequent calendar year, the said deposits, custodies and receivables and all kinds of deposits, custodies and receivables the amount of which remain below the amount specified in the Banking Law and all kinds of legal legislation including but not limited to the Regulation on the Principles and Procedures for Accepting, Withdrawal of Deposits and Participation Funds as well as the Prescribed Deposits, Participation Funds Custody and Receivables shall be announced as a list on the Bank's web site for a period of four months beginning from start of February, the fact that the said lists are announced on the Bank's web site shall be announced in two newspapers among top five newspapers publishing throughout the country and with the highest circulation rates in the Press Announcement Authority lists for a period of 2 days until 15th day of February by means of the Press Announcement Authority, the lists announced in the web sites shall be simultaneously sent by the Bank to the Authority Units and the Fund and the Authority Units and the Fund shall publish these lists in a consolidated form in their web site until the end of May, the Bank is authorized to collect all kinds fees, charges and BSMV (Banking and Insurance Transaction Tax) deductions with respect to registered and reply paid letters to be sent by the Bank on account(s) of the Customer.

- **3.7.3.** The Customer agrees and declares that all kinds of deposits, custodies and receivables prescribed and announced which are not sought by itself or its inheritors until 15th day of June shall be transferred to the Fund's account in the Republic of the Central Bank of the Republic of Turkey or in other banks to be determined by the Fund Board with the interest amount until the end of June, the Bank shall notify this situation to the Fund in the form of a list containing identity details, addresses and rights, the amounts reached with the interest in one week beginning from the date of transfer.
- **3.7.4.** The part amounting up to 150.000.-TL (One Hundred Fifty Thousand Turkish Liras) of the Customer's saving deposits in Turkish Liras opened in domestic branches of the Bank and gold store and foreign currency accounts having the nature of savings deposit are insured in accordance with the provisions of "the Regulations of Premiums to be Collected by Deposits and Participation Funds Subjected to Insurance and Savings Deposit Insurance Fund". (The amount to be updated in accordance with the Relevant Legislation shall be applicable.)
- **3.7.5.** In accordance with Article 62 of the Banking Law, any deposits, securities and assets which were not sought for 10 (ten) years beginning from any written instruction of the beneficiary such as the latest request or transaction is subject to prescription. All kinds of deposits, securities and assets barred by prescription are transferred to TMSF or the organization to be entrusted

or established on this subject in case of a change in legal ground following the announcement to be made by the Bank if the beneficiary may not be accessed. Implementations about the accounts barred by prescription are determined by TMSF.

- **3.7.6.** The Customer agrees and declares that the said deposits, securities and assets shall be registered as revenue with their interest by the Fund as of the transfer date.
- **3.7.7.** The Customer agrees and declares that in case of accounts opened to issue payments on behalf of and only to minors, the prescription period shall start going on by date when the person becomes major.
- **3.7.8.** The Customer agrees and declares that the prescription period shall stop in the accounts blocked by authorized bodies and shall continue to go on beginning from the date when the account is unblocked.
- **3.8.** Interest rate announced by the Bank and accepted implicitly or explicitly by the Customer shall be applied in deposit accounts, if the interest rates applied in the account are changed by the Bank the new rate shall be applied to renewed account without need for any notification by maturity date.
- **3.9.** The Customer may not request any interest for the money drawn and/or left in the account if it demands whole or some part of the amount existing in its time deposit account in the Bank before the maturity date if it is accepted by the Bank.
- **3.10.** The Bank may extend the Customer's deposit account(s)/CDA's on the conditions written in this Agreement and with the same interest rate by the maturity date unless otherwise instructed by the Customer.
- **3.11.** Effective purchase/sale exchange rates shall be applied in all transactions with respect to deposit/drawing foreign currency accounts and checking gold accounts according to current exchange rate, gram gold sale price or transaction type determined by the Bank by date and hour when the transaction is performed.
- **3.12.** If the Customer wants to close its deposit account in the Bank by transferring it to the foreign currency account and/or demands FC amount existing in its deposit/drawing account in the Bank's branches as TL, its equivalent shall be paid by the Bank on foreign currency/effective purchase exchange rate.
- **3.12.1.** In accordance with the Customer's request, the amount existing in the checking gold account may be paid to the Customer in TL or any foreign currency price of which has been entered by the Bank in time of transaction.

- 3.12.2. If the Customer wants its account to be closed and payment to be done in a foreign currency other than the one on which the account has been opened and its payment request is found appropriate, the Bank shall convert it to TL on exchange buying rate amount of which to be determined by the Bank and shall transfer this foreign currency TL equivalent of which is demanded to desired drawing foreign currency account on a selling rate it will determine. If the Customer wants to perform this transaction by means of electronic banking services the same flow shall be applicable, the Bank shall be able to pay demanded foreign currency via cheque or remittance. If the Customer demands payment as effective, the Bank shall convert the said amount into TL based on the buying rate it will determine and pay its equivalent as effective on the effective selling rate of the Bank if it does not choose the payment way written in paragraph 3.12.1. The Customer shall accept cheque issued on the same foreign currency if there is no effective in the Bank Branch.
- **3.12.3.** The Customer has the right of redemption for its holdings in deposit accounts upon its request without prejudice to pledges and right of retention of the Turkish Civil Law and the provisions of the Code of Obligations with respect to transfer and assignment, and trade-off and the authorizations granted and liabilities imposed by other laws. The provisions specified in this Agreement about maturity and notification period are reserved.
- **3.13.** The Customer agrees that an account abstract may not be sent at the end of a year. The Bank shall send an account abstract provided that its fee is covered if requested by the Customer.

3.14. Cumulative Deposit Accounts (CDA)

- **3.14.1.** Cumulative Deposit Accounts may be opened in TL/USD/EUR currencies based on minimum, maximum maturities determined by the Bank. The first account opening minimum amount is determined by the Bank. The interest of monthly payments to be made in the Cumulative Deposit Account during the course of maturity shall be accrued at the end of every 12 months beginning from account opening. Annual interest shall be calculated for the period between payment date of an installment amount and anniversary date of the account. The Customer agrees and declares that it waives from interest revenue for the period between the last accrual date and the account closing date if it wants to close the account before anniversary date.
- **3.14.2.** The interests accrued in accordance with the legal legislation with respect to Cumulative Deposit Accounts shall be added to the principal, any interest payment in cash or on account shall not be issued to the Customer until the maturity date. The Customer agrees and declares that it does not have the right to demand only

- accrued interests by keeping the principal in the same conditions.
- **3.14.3.** If an installment amount is not paid or paid on a later date in the Cumulative Deposit Account, an interest shall be calculated for the period between value date of the lately paid installment and the anniversary date of the account.
- **3.15.** The Customer agrees and declares that if the branch in which its accounts are existing is closed or transferred to another branch, the Bank is authorized to follow-up the account balance in a new account to be opened with a new account number on behalf of the Customer in the branch to which the accounts have been transferred or under a new account number by registering these accounts into another account at the same Branch by reason of technical difficulties without depending on any period and deposit average.
- **3.16.** If the Customer gives the installment order for the Cumulative Deposit Account and/or Checking Gold Deposit Account from its credit card, the credit card concerned in this transaction must be definitely the Bank's credit card. The installment amount shall be blocked and then the amount shall be unblocked by the credit card's payment due date +1st day in case of installments drawn from credit card.
- **3.16.1.** If the installment order comes across a holiday, the collection shall be performed by the first business day after the order date in case of orders given from the drawing account and by the first business day before cutoff date of the credit card in case of orders given from credit card.
- **3.16.2.** The Customer may give installment order monthly/quarterly for the CDA and/or Checking Gold Deposit Account from credit card and drawing account. If the order is given from the credit card, the first collection shall be made by considering the first cutoff date of the credit card following the account opening /the first cutoff date after 3 months.
- **3.16.3.** The Customer may give installment order equivalent to at least amount of 1 gram gold for its Checking Gold Deposit Account, CDA lower and upper installment limit amounts shall be determined by the Bank.

3.17. Interim Period and End of Period Payment Deposit Accounts with Fixed Interest and Variable Interest

- **3.17.1.** The Customer agrees and declares that maturity date implies the date determined for renewal of the account and the periods when an interest payment is issued do not mean maturity of the account.
- **3.17.2.** The Customer agrees and declares that interest payments shall be issued according to its own preference during interim periods, if the payment date comes across

a holiday the interests shall be paid by the next business day.

- **3.17.3.** The Customer agrees and declares that the interests accrued for TL/FC accounts shall be transferred to TL/FC drawing account in appropriate foreign currency owned by the Customer.
- 3.17.4. The Customer agrees and declares that any money may not be deposited into the account after its opening date, money may not be drawn from the principal or the account may not be closed based on unilateral will of the Customer and before the maturity date. If the Bank agrees close of the account completely partially, the interests previously paid corresponding to the closed part and the tax difference resulting from these interests shall be paid by the Customer to the Bank, the Bank is authorized to deduct these amounts from the principal to be paid to itself, any taxes and other financial liabilities deposited by reason of interest earned in previous interim periods may not be refunded by the Bank, the Bank has no liability in this regard and any costs to arise shall belong to the Customer.
- **3.17.5.** The Customer agrees and declares that the interest rate designated for the demand deposit in the relevant currency is applicable for the part closed before its maturity if it is agreed by the Bank.
- **3.17.6.** The Customer agrees and declares that if the account amount remains lower than the account opening limit in case of partial closures, then the account shall be completely closed.
- **3.17.7.** The Customer agrees and declares that fixed interest TL/FC account is indexed to demand deposit interest rate announced by the Bank up to 1 year for the accounts in the relevant currency, they shall be subject to an interest over +/- margin and shall not change until the maturity date, while variable interest TL/FC accounts shall be subject to an interest over +/-margin to the indexed rate, they shall vary according to indexed market conditions and the +/- margin applied to indexes and determined on date of account opening shall not change.
- **3.17.8.** The Customer agrees and declares that the interest rate determined over +/- margin for preferred index that is valid by date of interim period beginning date shall be used for each period within the maturity period, the margin that is valid by the account opening date shall be used if the said indexes vary according to market conditions and the margin will remain fixed until the maturity date.
- **3.17.9.** The Customer agrees and declares that the account shall be renewed by the maturity date with the same term and the conditions applicable at that time at discretion of the Bank unless otherwise ordered.

3.18. The Customer agrees and declares that it shall not use its accounts in the Bank for any illegal purpose or in contradiction with the laws like services, wagering, chance games, gamble, games, earning money from money prohibited by laws, any objection against such use may not be processed by the Bank, the Bank shall close the relevant accounts and may immediately terminate the Agreement without any notification in case of illegal or out of purpose use.

ARTICLE 4 – PROVISIONS WITH RESPECT TO CARDS

- **4.1.** The cards valid issued by the bank in the capacity of a member of domestic and/or international card system institutions and/or directly issued by the Bank without being affiliated to such institutions and effective in domestic and/or foreign area are also valid in the Bank's ATM (Bank24)'s, POS devices in card acceptors, domestic ATM and domestic/foreign POS devices of other banks/institutions authorized by other international card system institutions to which the bank affiliates, cash drawing and goods/services purchasing in ATM of domestic banks/institutions with which the Bank have drawn up/shall draw up a common use agreement.
- **4.2.** If the Bank affiliates to another card system institution, it may grant the new card system institution's cards to any Customer it approves in addition to its existing cards. In this case, the provisions of this Agreement shall be applicable for these cards unless a separate agreement is signed.
- **4.3.** The Bank may also generate its cards by including another firm/institution's emblem/logo/name. In this case, unless a separate agreement is signed, the provisions given in this Agreement shall be exactly applied for these Cards. The Customer does not have the right to direct its objections with respect to the Card to the firm/institution of which is printed on the Card.
- **4.4.** The type and characteristics of the Card exclusively depends on approval of the Bank in case of the Cards issued by the Bank. The Bank may give any name and design it desires to any card it issues and/or change them.
- **4.5.** The right of determining the expiration date of a card exclusively belongs to the Bank. The cards are valid until the end of last day of the month in the expiration written on the card and they may not be used after that date.
- **4.6.** The ownership of any card belongs to the Bank; the Bank is obliged to return the Cards to the Bank immediately if the Bank requests. The Bank may demand return of the Card without prior notification if it finds necessary; it may levy the Card or cancel and stop usability of the Card by itself or by means of ATM(Bank24)'s, international card system institutions, card acceptors.
- **4.7.** The customer's responsibility starts when the Card is taken delivery by itself or on behalf of the Customer and

when receiving/being informed about the Card number and pin for transactions which do not need delivery of the card just requires using card number and pin. The authorized signature band on the back side of the card must be signed with an erasable pencil by the Customer immediately when the Card is received, all kinds of financial, legal and penal responsibilities and debts to arise as a result of failure in signing the authorized signature band of the Card belong to the Customer.

4.8. All kinds of financial, legal and penal responsibilities and debts to arise when the Card, Card number and pin details of the Card are used in any way by any person other than the Customer shall belong to the Customer. For this reason, the Customer; is liable to safely protect the Card, Card number and pin details of the Card and take the measures to prevent such information from being captured by third parties. The Customer shall change its special pin with any pin in can determined in every case it finds necessary. The Customer agrees and declares that it consents to registration of any debt arising from any transaction to be made by use of the Card, Card number and pin details of the Card by third parties together with the interest and commission to be determined by the Bank within the legislation as well as RUSF and BSMV into its drawing account.

4.9. If the Card and/or Card number and pin details of the Card are lost, stolen, somehow excluded from possession of the Customer, destroyed in a way it may not be used or the Customer is informed about any transaction made out of its will by using the same, the Customer is obliged to notify this situation to the Bank's Dialog channel immediately and confirm the situation in written form or notify the situation to any of international card system institutions to which the Bank is affiliated or any of other authorized institutions these institutions are affiliated. The Customer is responsible for any loss arising from illegal use occurred in 24 (twenty four) hours before the above stated notification is received by the Bank to the extent limited with the amount concluded in the Bank Cards and Credit Cards Law. The Customer agrees and declares that above specified limitation shall not be applied if the illegal use is based on its gross negligence or intention or it made declaration to the Bank later than 24 hours or fails in declaring; and in this case the Customer shall be responsible for all transactions made by using the Card, and/or Card number and pin. The Customer may request from the Bank in written form or via Call Center (Dialog) to take out an insurance for the legal responsibility amount with respect to the loss arising from illegal use occurred in 24 (twenty four) hours before the notification provided that it has paid the insurance premium amount. If the Customer does not accept the insurance company preferred by the Bank or the insurance premium amount, it is free to perform insurance transactions by means of the insurance company it determines by itself. The Customer agrees and declares that the new amount(s) shall be considered if the currently determined legal responsibility amount is changed in accordance with the legislation provisions. The Customer is responsible for all the procedures performed in case the illegal use due to loss of the Card, Card number and pin details of the Card is based on gross negligence or intent of the card holder or the notification is not made in twenty four hours. If the Customer finds the Card it has notified that it disposed of, it must return the Card to the Bank without using it even though it has found the card.

4.10. The provisions of the Agreement shall be applied if the Customer does shopping by using the Card and pin on a POS device. Since the Card is not given on the condition of goods/services purchase in a certain workplace or a certain brand but it is subject to regulations of the international card system institutions, the Bank does not have any liability about type, nature, content, quantity, amount, faultiness, late delivery, cancellation, return, all kinds of discount campaign promoted by the workplace etc. with respect to goods and services to be bought and is not responsible to make a search about this, rather is no way responsible for any disputes to arise between the Customer and card acceptors on these concerns. The Customer agrees that it is responsible to check whether the sales slip one copy of which is given, it has approved by entering pin or signing belongs to the expenditure it made, and it shall not demand any receivables and compensation from the Bank due to any disagreements to arise on this concern.

4.11. Since it is not possible to issue a document indicating relevant transaction (cash payment document, sales document etc.) and make this document signed by the customer in case of cash drawing transactions from the Bank's ATM(Bank24)'s or ATM's of other authorized institutions affiliated to international card system institutions or the banking transactions and shopping done by only using Card number and/or pin on Dialog, Internet Banking, Mobile Banking, SMS Banking, Social Media Channels, TV Banking and all kinds of audio, visual and/or data transfer networks and electronic media etc., the transaction/debt shall arise as soon as the order is placed, calling is done, card number is submitted or the transaction is made or other kinds of banking/payment transaction is completed in the Bank registrations with a code number, pin or other identifier method. The Customer agrees and declares that the Bank is authorized to pay these amounts upon unilateral declaration of the card acceptor in electronic environment in the International Card System Institutions Implementation Principles Administration and register them as a debt in the Customer's drawing account. The Customer may not avoid from performance of the liabilities arising from this

Agreement to the Bank by arguing some objections like the signature on the delivery document does not belong to the Customer.

- **4.12.** The Customer agrees and declares that the Bank's records shall be based in case of a disagreement between the physically deposited money and the system unless otherwise proved by the customer if cash is deposited into the Bank's ATM(Bank24)'s.
- 4.13. The Customer agrees and declares that for any amounts, cash drawing commissions of cash drawing or shopping transaction performed in abroad and/or based on foreign currency, cash drawing commissions and other charges, costs and commissions arising from the use of card, the relevant transaction amount shall be converted into TL by considering the Bank's current exchange selling rate, exchange expense tax and 2% commission of the transaction amount at the stage of authorization given by the Bank (approval to be given by the Bank in advance performing cash drawing and shopping transactions) and then be registered as debt in the drawing account; it shall pay this amount in accordance with the provisions of this Agreement on date when the Bank notified. The Customer agrees and commits to exactly comply with any changes to occur in these expenses, additional payments and commissions provided that they are announced via different channels including the Bank's advertisement brochures or web site.
- **4.14.** The Customer agrees and declares that if it draws cash in foreign currency, does shopping or review account balance on ATM's with its Card through electronic banking systems of other authorized institutions which are affiliated to international card system institutions, the Bank is authorized to unilaterally appropriate from its account the commission amount, transaction related communication expenditures to be paid to the system to which the ATM's and POS devices are affiliated to this network and all kinds of charges, taxes, duties and expenses and income tax and other financial liabilities to be received based on such a transaction and the Customer shall keep available TL equivalent of the amount to be drawn from the account in foreign currency and the relevant costs and commissions; if the sufficient equivalent is not available in its account, cash drawing or shopping transaction may not be realized and it shall not have any right to demand from the Bank for this reason.
- **4.15.** The Customer agrees, declares and commits that the card fee to be determined by the Bank as a return of the services to be provided with this Agreement may be deducted from the Customer's account by the Bank in direction of the provisions specified in the Regulations on Procedures and Principles with respect to Fees to be Collected from Financial Consumers. If the Bank asks back the card for or without any reason or not being limited

with this the Customer returns back the Card to the Bank for any reason, these fees having been received shall not be returned to the Customer's accounts notwithstanding the reason of return.

- **4.16.** The Customer may receive any services/transactions determined or to be put into practice by the Bank on the advertisement brochures and various channels and/or via internet from Distribution Channels of the Bank under the conditions of this Agreement.
- **4.17.** In prepaid cards; the balance loaded in the card to be used in unencoded fast transactions has the effect of electronic money. For this reason; the Customer agrees, declares and commits already now that any balance existing in the card may not be returned and it shall not demand any receivable from the Bank in this respect because his balance shall have the effect of cash money if the card is lost, stolen or excluded from possession. In case of replacements to be made if the prepaid card fails without any fault of the Customer, any balance kept in the card for contactless expense shall be loaded in the new card of the Customer in one month beginning from notification to the Bank and delivery of the faulty card.
- 4.18. The Bank is authorized to demand the new card fee from the Customer in case of card replacements to be made due to the loss-stolen and loss of possession of the card, defect in the card out of fault of the Bank or alteration on any detail printed on the card. The Customer agrees and declares that if the Card fee is not paid, this amount shall be automatically collected by the Bank over the card or the account to which the card is affiliated, the Bank is authorized for automatic collection for the collection of other fees with respect to the card and specified in this Agreement. The Customer agrees and declares to pay all kinds of commissions and costs and other financial liabilities under any name arising from balance viewing and cash drawing transactions when the card is used in ATM's of other domestic banks and/or institutions the Bank has a contract including the fees determined with the said agreements and collection of such fees from over the card or the accounts to which the card is affiliated.
- **4.19.** The Customer agrees that, in case of disposal of the prepaid card due to loss-stealing, the limit of contactless transaction defined in the card may not possibly be cancelled by the Bank; it may draw upper limit of the balance kept in the card for contactless expense by means of ATM, Internet Branch and Dialog, the balance kept on the card for contactless expense may be used in contactless transactions without identity authentication (in the absence of pin-password-signature) and the Customer holds the responsibility.
- **4.20.** If the Customer gives automatic loading order to the drawing account affiliated to its prepaid ATM(Bank24)

card; card balance shall be automatically defined in the card limit after each coded transaction accessed by the Bank's head office each time the card balance decreases below the defined limit. The Customer has the right to update automatic loading order by means of ATM, Internet Branch and Dialog.

4.21. Promotion Practices;

- **4.21.1.** The Customer agrees and declares that, if the Bank organizes Card related promotions (reward/bonus practices, sweepstakes, additional services etc.), the Card Holder may not use the earned promotions if the Card has been cancelled voluntarily, it failed in payment of card debts, the Card has been put a hold on and not renewed for any reason, the Bank has terminated the Agreement for any reason and the inheritors are not authorized to use such promotion in case of death of the Card Holder.
- **4.21.2.** Any promotions organized by the Bank for the Card are integral parts of this Agreement, the Member/Card Holder agrees and commits that, if they have the right to and want to utilize these promotions, any promotion conditions to be notified to them by means of account abstract, press, brochures, internet or other channels shall take effect for them, the Bank is authorized to determine, change and/or stop implementing the application conditions and period of the said promotions without prejudice to their rights of objection.
- **4.21.3.** The Customer agrees and declares that, the Bank terminates the Agreement for any reason upon the Customer's request for voluntary cancelation, closure for any reason and not renewal of the Card, the Card Holder does not use the Card within the period unilaterally specified by the Bank or does not use the rewards/bonus until the date determined by the Bank or the Bank unilaterally stops reward/bonus practices or goods/services purchase beginning from a certain date, the rewards/bonus may not be used any more and all rewards/bonus shall be deleted worthlessly.
- **4.21.4.** Card Holders agree and declare that, if they return any goods and/or services they have received by using rewards/bonus, they shall not demand any rights and receivables from the Bank with respect to used rewards/bonus, all kinds and taxes and charges and other financial liabilities to arise from rewards/bonus and/or their usage or transition shall belong to them and the Bank is authorized to register such amounts as debt in the Card account.
- **4.21.5.** If it is determined that that card is used for the purpose of winning rewards/bonus (delusive, for commercial purpose), the Bank shall be authorized to cancel unfairly acquired rewards/bonus. In this regard, the whole discretionary power belongs to the bank (including whether or not the use is or commercial).

4.22. Bank Card and/or Credit Card and/or Supplementary Card Holder agrees and declares that the card shall not be used for unlawful purposes or in contradiction with the laws in any way including legally prohibited services, betting, chance games, gamble, games, earning money from money, any objections with respect to such uses may not be processed by the Bank, the Bank shall close/cancel the card in case of usage in contradiction with laws or out of its purpose.

ARTICLE 5 – PROVISIONS WITH RESPECT TO CHEQUES AND BILLS OF EXCHANGE ISSUED FOR COLLECTION

- **5.1.** The credit entries registered in the account by reason of the cheques the Customer holds and issues to be registered as credit (registered into account) shall be effective beginning from value date provided they are certified.
- **5.2.** The Customer agrees and declares that, if the Customer and cheque beneficiary are the same person and the cheque has been submitted to a branch other than the branch of the account, the Bank shall issue the payment by receiving provision and be authorized not to issue the payment if it is in doubt about authenticity of the signature appended on the check.
- **5.3.** The Bank is deemed as fulfilled its task of submission by sending the cheque or bill of exchange issued for collection to the branch or its correspondent. The Bank is capable of and authorized to send cheques and bills of exchange by registered mail or any other way found appropriate. The Bank shall not be responsible for non-delivery or late delivery of any cheques or bills of exchange. The Bank shall put the cheques and bills of exchange issued for collection according to usual methods. Failure in performing the collection in this method shall not lay any responsibility on the Bank. Any cheque or bill of exchange may be sent to the branch or correspondent through different methods if it is requested by the Customer and its cost is paid in advance.
- 5.4. The Bank shall be deemed as fulfilled its task of submission if it sends a notification to the addressee (bill debtor) in case of bills issued for collection. The Bank is authorized to enter a protest, serve a warning/notice and exercise its right of recourse in case any bills of exchange submitted by sending a notification are not paid by due date. Any responsibility, loss and damage to arise since the Bank performs or makes performed such a legal action shall completely belong to the account holder and the Bank is capable of and authorized to recourse to the account holder in this respect. Particularly, the loss, damages and consequences of all kinds of demands to be argued by 3rd parties or addressees of any submission, notice, warning and recourse belongs to the account holder and the Bank is capable of and authorized to recourse to the account holder in this respect.

5.5. The Customer agrees and declares that, if any text on the orders or cheques and/or other bills of exchange submitted to the Bank is deficient, insufficient or in nature of raising doubt or these certificates have not been entrusted to the Bank in a reasonable time before the maturity date for submission at discretion of the Bank or the terms and conditions make submission, protest, warning, notice or recourse processes difficult, the Bank shall not be held responsible, unless it has a fault, for failure in performing legal actions for protection of rights of submission, protest, warning, notice, recourse or other rights.

5.6. The Bank is not responsible for issue of any cheque and/or bill of exchange entrusted illegally, existence of any bulge, erasion and adds on them, imitated or forged signature, signature appended by an erasable pen and any alteration on these certificates, these issues are exclusively under responsibility of the account holder and of the bearer who entrusted to the Bank in case of bills submitted for collection.

ARTICLE 6 - ELECTRONIC BANKING SERVICES

6.1. The Customer is deemed to request for using the Distribution Channels opened for service by the Bank by logging in by creating password(s) to be generated by the Bank upon its request or by itself or using biometric verification and/or electronic signature and similar login methods and instruments. The Bank is authorized to specify and change, when required, the rules and security steps necessary to enable customer to generate passwords, the Customer agrees and declares already now that it may not impose any responsibility into the Bank by claiming that it suffers from a loss due to the failure in generating a password.

The Customer has agreed this issue in advance, it may in no case claim any compensation from the Bank due to this reason. The Customer is deemed to request for using the Distribution Channels opened for service by the Bank by logging in by creating password(s) to be generated by the Bank upon its request or by itself or using biometric verification and/or electronic signature and similar login methods and instruments for any electronic banking services practices to be provided by the Bank in the future. In this scope, the Customer agrees and declares that all the transactions to be performed by itself or persons authorized by itself shall be fulfilled without its wet signature in accordance with the system, any orders given by using above specified login methods and instruments shall be considered as written orders. The Bank has the right to change security related procedures any time, any way desired and without previous notification. If the Customer gives up using the relevant channel and requests for closure of the relevant channel, the Customer must demand for closure of the relevant channel in written form to the Branch and oral form to

Dialog. Any channel desired to be closed by the Customer shall be closed by the Bank upon approval of the Customer.

- 6.2. The Bank is authorized to change the way of providing traditional and electronic banking services it currently provides or will provide in the future to the Bank, commission, costs and other fees with respect to these transactions, to determine and change ant time the service amounts and way of payment, collect such fees and ex officio register them as a debt in any account of the Customer. The Bank informs and requests approval of the customer before any transaction to be made if this transaction has a fee. Transaction is kept performing after acquiring approval for the relevant transaction fee. The Customer agrees and declares already now that the Customer may not lay a burden on the Bank by claiming that it cannot perform the transaction and suffer loss if it does not approve the transaction fee. The Customer has agreed this issue in advance and may not claim any form of compensation from the Bank for this reason.
- **6.3.** The Bank may stop providing these services by notifying to the Customer if it desires. The Customer agrees and declares that it has the right to use or not use these services provided and shall not hold the Bank responsible for any loss arising from not using them. The Customer is liable to make the systems it uses to receive electronic banking services compatible with utilization of security related procedures to be implemented by the Bank. The Customer has agreed this issue in advance and may not claim any form of compensation from the Bank for this reason.
- **6.4.** The Customer agrees and declares that the provisions of this Agreement shall be applied for all transactions being provided by the Bank and to be applied additionally in the future and used by the Customer in scope of the electronic banking services.
- **6.5.** The Customer agrees that all kinds of information owned by itself may be used by the Bank in personal services provided by means of electronic banking channels.
- **6.6.** The Bank permits the Customer to do transactions by considering that any systems used by the Customer to receive the electronic banking services belong to the Customer, computers, Mobile phones/Pocket Computers/Tablet Computers and/or wire/wireless Device/system applications need to have a sufficiently safe system structure against malevolent persons and the safe system structure is composed of a regularly updated licensed operating system, (system software responsible for direct supervision and management of computers, Mobile phones/Pocket Computers/Tablet Computers and/or wire/wireless Device/system applications, basic system processes and operating application programs) and includes an anti-virus program and firewall (the

program used to keep internet traffic under control and prevent remote access to computer through harmful applications) and any applications like security programs which would possibly be required in direction of technological developments. The Customer agrees and commits already now that this situation was clarified by the Bank, it shall not make transactions in public (internet café etc.) computers not owned by itself and not considered as safe by the Bank, shall not hold the Bank responsible for any loss it would suffer if it does any such transaction.

- **6.7.** The Customer commits to take necessary measures to prevent any password, pin, card pin, one-time password (including devices/schedules/applications used to generate one-time password), electronic signature determined for transactions to be performed by means of electronic banking services and other personal data from being captured remotely through internet and other technologies by third parties and to take necessary care and attention to avoid from choosing a password, one-time password, electronic signature and other security details composed of information which may be easily guessed by any person who knows the Customer or third parties who have acquired its personal information.
- **6.8.** The Customer may generate a password on the distribution channels and Dialog pin through Dialog in order to utilize electronic banking services with card entrance flow by using Card details. For Customers who will use the Internet Branch, Mobile Branch, Dialog or other distribution channels for the first time, it would be sufficient if the minimum details required to use such services and specified by the Bank are registered in the Bank system. The Customer may receive banking services to be determined by the Bank from the Distribution Channels only by using card details. It is sufficient for the Customer to sign this Agreement to enable the Customer use these Channels. The Customer is directed to change password within the periods determined by the Bank.
- **6.9.** The Customer agrees to protect all kinds of passwords and password schedules/devices/applications delivered by the Bank and accepts all kinds of related risks. The Customer is responsible to ensure the Bank to put blockage on the password or ping with written declaration or by informing the Dialog in case of loss of its password/pin. The Customer is responsible for abolishing the use of password schedules/devices/applications used to generate one-time password with written declaration or by informing the Dialog in case password schedules/devices/applications used to generate one-time password and its mobile phones in which one-time password application is installed are stolen, lost or captured by third parties.
- **6.10.** The Customer agrees and declares that the Bank is not responsible for any faults/defects in goods and services purchased from 3rd parties by using transactions

in scope of the electronic banking channels like e-commerce provided by the Bank.

- **6.11.** The Customer agrees that it will change and then use the password designated by the Bank at the first use, it shall be responsible for any negative situation to occur otherwise.
- **6.12.** The Bank may inhibit the Customer and/or any person authorized by the Customer from making transactions in the Bank's Internet Branch or other electronic distribution channels or stop providing services to the Customer in electronic environment upon request of any of Legal entity Customers' authorized signatories without needing to receive permission or approval of other authorized signatory or signatories.
- **6.13.** The Customer agrees and declares already now that it shall implement additional security measures to be provided in return for a charge or free of charge if required by the Bank and some restrictions may be imposed in quantity and quality of transactions which may be performed through the Bank's Internet Banking, Mobile Banking, SMS Banking, Social Media Channel, TV Banking, Dialog and other distribution channels in case the Customer does not want to implement them.
- **6.14.** The Customer agrees that it shall login the Internet Banking and Mobile Banking through the URL address and/or applications announced by the Bank and the content of any page connected with other methods like hyper text connection, search engines etc. which may provide connection is not under responsibility of the Bank.
- **6.15.** The Customer agrees and declares already now that it may not impose any responsibility on the Bank by claiming that electronic banking transactions have been performed by third parties beyond its knowledge if any loss arises due to the failure of the customer in using security options partially or completely. The Customer has agreed this issue in advance, it may in no case claim any compensation from the Bank due to this reason.
- **6.16.** The Customer agrees and declares that the Customer itself is responsible for the use of any password having various authorization levels by third parties and consequences of such use without prejudice to the provisions specified in this Agreement even if this password has been notified to itself upon its request, the Bank has no liability of searching identity of any person doing transactions by using this password and the transactions performed by using this Password are binding for the Customer unless it gives order to the Bank for change of the authorization levels and the Password.
- **6.17.** The Customer is deemed to have agreed that the Bank shall provide information via mobile phone number and/or e-mail address registered in the Bank records and/or contact with the Customer by voice

message/SMS/ e-mail. The Customer may cancel this service provided by the Bank through the channels enabled by the Bank. The Customer agrees and declares already now that it shall not impose any responsibility on the Bank by claiming that it suffered a loss by reason of cancellation of this service and/or failure in updating any changed detail. The Customer has agreed this issue in advance, it may in no case claim any compensation from the Bank due to this reason.

- **6.18.** The Customer agrees that the mobile phone number belonging to the mobile phone used to access the services and applications provided by the Bank for mobile phones might be shared with the Bank over the mobile operator systems used by the customer as a security content that ensures identification of the Customer receiving the service.
- **6.19.** In case of a change in mobile phone number, e-mail address and/or other communication channels defined in the Bank records, the Customer is liable to notify the new communication details to the Bank and ensure them to be updated within the framework of the rules specified by the Bank as soon as possible.
- **6.20.** The Customer agrees and declares that the Bank shall not be responsible for any transaction to be performed by using the password, user code or user details given to the Customer unless the Bank has gross fault in case of Customer's death or exposure to an accident to an extent it becomes physically or mentally incapable of utilizing the services provided by means of the channels specified in this article.
- **6.21.** The Bank's counter exchange rates shall be applied in foreign currency, gold buying / selling transactions made by the Customer. The Customer agrees and declares that it shall not claim any right and demand on any difference to arise if exchange sale rates exceed exchange buying rates in case of any breakdown like interruption in electronic media at time of transaction.

ARTICLE 7 – MONEY AND GOLD TRANSFER TRANSACTIONS

7.1. The Customer may request the transfer orders to be performed upon its direction or to be made on a date determined by itself. Unless otherwise specified, the Bank may perform the transfer on a date determined by itself. The Customer declares that its aforementioned requests may be fulfilled within the framework of following conditions if it requests for foreign currency, gold or TL money transfer or future dated money transfer (including EFT or transfer orders to be given as future-dated) in its other accounts in the Bank or other personal account existing in the Bank, final purchase is made from its foreign currency accounts and/or it would be

appropriated from any receivable existing in the Bank and it is accepted by the Bank.

- **7.2.** The Customer agrees and declares that it has to clearly state the remittance or future-dated remittance receiver, open address, phone number of the remittance receiver, the amount to be remitted and the account number to be remitted if necessary in every remittance order it will give.
- **7.3.** The Customer agrees and declares that in case of any technical breakup the remittance shall be made after the breakup is resolved in online remittances or future-dated remittances unless otherwise ordered.
- **7.4.** The Customer agrees and declares that upper limits with respect to the highest transfer amounts to be made during day time via Out of Branch Distribution Channels may be ex officio determined, changed or reset by the Bank. The Customer agrees and declares that it may also change transaction limits of Out of Branch channels within the limits specified by the Bank, may prevent performance of any electronic banking transaction provided by the Bank temporarily or permanently if it desires, the Bank shall determine the channels on which any prevented transaction may be enabled again, and the Bank reserves the right to not enable any transaction blocked by the Customer.
- **7.5.** The Customer agrees and declares that any transaction requested by means of Out of Branch Distribution Channels shall be completed subsequent to its approval.
- **7.6.** The Bank's responsibility shall cease once a debt is registered in the Bank's corresponding accounts in case of foreign currency remittances to be issued to abroad.
- **7.7.** Money and gold transfer transaction of a customer from its own deposit account for all or some part of the account balance to its own or third party deposit accounts in another Branch of the Bank or other Bank Branches shall be completed on the Distribution Channels of the Bank and once the Customer gives approval or the Customer gives approval by entering password/one-time password or through electronic signature. The Customer's money transfer request via EFT or future dated EFT from its drawing account to another bank by means of Dialog shall be completed by gold transfer by means of Takasbank Gold Transfer System or to a name by specifying a Bank branch or EFT, future dated EFT, Gold Transfer, remittance or future dated remittance details the Customer to Dialog customer representatives. If the same transactions are performed by means of electronic banking, transfer or future dated transfer request of the Customer shall be completed once the Customer gives confirmation by using Customer Password on the relevant channels or by means of If the same transactions are electronic signature. performed via electronic banking, transfer or future

dated transfer request shall be completed once the Customer gives approval by using Customer Password on the relevant channels or by means of electronic signature. The Bank has the right to change this flow without previous notice.

7.8. The Customer agrees and declares that the Bank does not have any responsibility for any delay, disruption and loss for some reasons like any remittance, virement and payments performed through ATM (Bank24) opened for service for the bank cards granted by the Bank and all kinds of applications like self service devices etc. and other remittances or future dated remittances out of these applications are not accepted by receivers for any reason, the account is not available by the payment due date for automatic virement, remittance or future dated remittance is delivered to the receiver account late or it is not delivered since the remittance or future dated remittance may not be issued timely due to a lien or cautionary judgment put on the Customer's account or the accounts to which the remittance or future dated remittance is to be sent or for reasons of the Mail administration's faults like the letter written by the Bank for remittance or future dated remittance requests as specified in article 7.1 is lost in the mailing process or the telegram is wrongfully written, and the Bank shall not become a party in any procedures like default interest and penalty to be requested by the relevant persons or organizations for specified reasons and/or any dispute to arise with these persons or organizations.

- **7.9.** The Customer agrees and declares that the Bank shall not send any document regarding whether the EFT, Future Dated EFT, Gold Transfer or remittances have been paid, but an account abstract may be submitted or monthly account statements may be sent if requested.
- 7.10. The Customer agrees and declares that any EFT, Gold Transfer or remittance amount shall be registered as a debt in its account by the payment due date it stated during conversations with the Bank and in the application form or confirmed by entering its password/one time password in electronic channels, if the available account balance is lower than the payment amount the future dated EFT, Gold Transfer or remittance may not be issued, it may not hold the Bank responsible for any interests, expenses, delay fee, costs etc. which may be imposed on the Customer due to the consequences of failure in issuing the future dated EFT, Gold Transfer or remittance, besides the Bank shall not apply to its other accounts opened in the Bank in case the sufficient account to cover the future dated EFT, Gold Transfer or remittance amount is not available in its account.
- **7.11.** The Customer agrees and declares that, if the relationship between persons and organizations at the position of future dated remittance receivers and the Bank comes to an end or the accounts in the Bank are closed, the relevant persons and organizations shall not

be made future dated remittance beginning from the relevant date and it shall no way hold the Bank responsible by claiming that any intended future dated remittance could not be issued because it is not aware of this situation.

- **7.12.** The Customer agrees and declares that it shall notify its request for cancellation to the Bank at the latest one working day in advance than the order date in order to cancel a future dated EFT/Gold Transfer/remittance order it has directed in advance and it shall not hold the Bank responsible for any consequences to arise from fulfillment of the future dated EFT/Gold Transfer/remittance since it did not notify the cancellation request in this period or gave incomplete or incorrect information.
- **7.13.** The Customer agrees that the Bank is authorized to receive some commissions, costs, interests and other financial liabilities in a ratio determined by itself with respect to any future dated EFT/Gold Transfer/remittance stated in the application form or confirmed with Password or electronic signature in electronic channels or financial liabilities including RUSF to arise with respect to foreign money transfer transactions from the Customer's account and it has no right to object in this issue.
- **7.14.** The Bank is liable to comply with the Gold Transfer System Implementation Procedures and Principles Directive published by Istanbul Settlement and Custody Bank in book-entry gold transfer transactions.

ARTICLE 8 - ABONE24/REGULAR REMITTANCE/EFT TRANSACTIONS

- **8.1.** The Customer agrees and declares that, with respect to Abone24/Regular Remittance/EFT, any bill amount shall be registered as a debt in its account by the payment due date it stated during conversations with the Bank and in the application form or confirmed by entering its password or via electronic signature in electronic channels, if the available account balance/credit is lower than the payment amount the remittance may not be issued, it may not hold the Bank responsible for any interests, expenses, delay fee, costs etc. which may be imposed on the Customer due to the consequences of failure in issuing the remittance, besides the Bank is free to apply or not apply to its other accounts opened in the Bank pursuant to automatic virement order in case the sufficient account to cover the remittance amount is not available in its account; partial remittance amounting to balance shall account be persons/organizations or institutions which accept partial payment even though the account does not involve sufficient provision.
- **8.2.** The Customer agrees and declares that, if any remittance may not be issued or is issued to a wrong person due to invalidation of the Agreements drawn up

with the persons/organizations or institutions at the position of remittance receivers specified in the application form for any reason, any change occurred in the account number, contract, installation, phone etc. numbers and details given in the application form, incomplete or incorrect information or in order to prevent any bill from being paid pursuant to automatic virement order, it shall notify the situation by applying to the Branch to which it had given the order, entering Password or via electronic signature in the electronic channels or by means of Dialog customer representative, and shall no way hold the Bank responsible for any debt registrations in its account by reason that it did not perform, lately performed this procedure or it applied to the relevant persons or organizations rather than the Bank.

- **8.3.** The Customer agrees and declares that it is not possible to withdraw from remittances performed with automatic virement, it shall not be sent any document by the Bank regarding that any remittance to be issued via Abone24 or Regular Remittance/EFT systems has been paid, but an account abstract may be given or monthly account statements may be sent in case of its request and this service shall be charged over the tariff of fees published on the web site.
- **8.4.** The Customer agrees and declares that the Bank is authorized to receive commissions, costs, interest and taxes in a ratio and amount to be determined and announced by the Bank with respect to remittances specified in the application form or confirmed by entering its Password in electronic channels or by means of electronic signature.
- **8.5.** The Bank shall not be responsible, unless it has a fault, for any failure or delay in transactions, late delivery or non-delivery of the remittance amount to the receiver by reason of all kinds of technical breakdown or problem to occur in Abone24 or Regular Remittance/EFT systems.
- **8.6.** The Customer agrees and declares that, if the protocol between the Bank and persons/organizations/institutions at the position of remittance receiver terminates or their accounts in the Bank are closed, the relevant persons/organizations/institutions shall not be issued remittance beginning from this date, it shall not hold the Bank responsible unless it has a fault by claiming that the remittances are not issued beyond its knowledge.

ARTICLE 9 - TELEMARKETING AND OUTBOUND

9.1. The Bank may make a sale or provide information for the relevant product for the purposes of making a sale or providing information of product and services that the customer has not, increasing the use or ensuring to prevent discontinuation of use of product and services and that the customer has or ensuring to learn the opinions of the customers about the bank's products and

services or contacting the customer through SMS, electronic mail, automatic outbound services from the customer's recorded contact information or through customer services for insurance and all other products that the bank brokers in the capacity of agency, and investment products for which the bank offers brokerage services for purchase and sale. The customer has the right to reject the product and service.

- **9.2.** The Bank may change the interest rates charged to products and services offered to the Customer, commission rates, product prices, premium amounts and work flows within the scope of the administrative decisions. The Customer reserves the right to reject these changes.
- 9.2.1. Regarding the product and service, for which information and sales are provided, the Bank notifies the Customer in advance of the quality of the product and service, their benefit, and if any, the fee and commission or premium to be paid when purchasing this product or service. The Bank decides whether any fee and commission will be charged for the relevant transaction, and if any fee and commission will be charged, the Bank also sets what rate and amount be charged. The rates and amounts to be requested from the Customer will be published on the website. If the Customer purchases the product or service, all fees, commissions and premiums for the product or service will be debited by the Bank to the Customer's account/accounts or credit card/cards. If the fee, commission and premiums of the sold product or service cannot be debited to the Customer's account/accounts or credit card/cards, the Bank shall not be responsible for any damages arising from the delivery or start of this product or service, except for its fault.
- **9.2.2.** The customer can return the product or service sold by the Bank in due of time. In periodical campaigns, promotions such as cashback points, reduction of interest, fee/commission discount/refund, premium discount, cargo/shipment fee provided by the Bank to the Customer for the product and service returned by the Customer before the due date shall be returned by the Bank from the Customer.
- **9.2.3.** Notifications and mailings regarding the delivery of the sold product or service shall be made to one of the customer's recorded contact information (such as mail, email, sms, etc.).
- **9.2.4.** The Customer agrees and commits in advance that it will not hold the Bank responsible for cargo/shipment-related damages.
- **9.2.5.** The Customer acknowledges and declares in advance that it will make the return transactions of the sold product or service by confirming via one of the Distribution Channels and Security Steps of this Agreement.

9.3. Right of Withdrawal;

The customer has the right to withdraw from the transaction within 14 (fourteen) days from the delivery of the product or service sold to him/her or to the person/institution at the indicated address and informing by a phone call by the bank. The period of withdrawal right for other products such as investment, insurance, etc., that the bank mediates in the capacity of agency, is the periods written in the legislation valid for the presentation of the relevant product. In order to use the right of withdrawal, the Customer has to act in accordance with the provisions of Article 9.2.5 of this Agreement within this period.

ARTICLE 10 - SAFE DEPOSIT

- **10.1.** These safe deposits can only be used for storing securities such as various documents, jewelry, commercial papers and notes payable. Guns, flammable and explosive materials, fluids, smelly and perishable substances and substances, which are considered a crime by law if kept and stored, cannot be put into the safe deposit. Otherwise, the Customer shall have all the responsibilities.
- 10.2. In case the customer is a legal person and the persons (authorities) who are declared authorized to represent and bind the Customer on the date of signing this agreement, later change for any reason, the Customer shall notify the said change and the person/persons authorized to represent and bind him/her (the Customer) immediately, in writing, to the Bank and submit the documents indicating the new authorized persons. If the said change is not notified to the Bank and the relevant documents are not submitted, the Customer agrees, declares and commits that any responsibility due to the facts that the Bank continues to operate with the person/persons authorized to represent and bind the Customer before the change, the safe deposits are opened and used by these authorized person/persons, shall belong exclusively to the Customer and the Bank shall have no responsibility and the Customer shall be liable for all pecuniary loss and intangible damages incurred by the Bank due to the Customer violating the obligation specified in this article.

- **10.4.** The bank shall not assume any responsibility for the value or amount of items put into the safe deposits hired. It is also not responsible for the consequences of accident, theft and other force majeure events. The provisions of Article 10.11 are reserved.
- **10.5.** After singing this Agreement, the Customer agrees and declares that it has received two identical keys of the safe deposit it hired.
- **10.6.** The Customer must remove the key from the safe deposit itself after each usage of safe deposit. The Customer agrees and declares that the Bank cannot be held responsible in case the customer forgets the key on the lock, other than its fault.
- **10.7.** The Customer agrees and declares that the Bank cannot be held responsible in case the customer forgets the key on the lock, other than its fault.
- **10.8.** If the customer loses one or both of the keys it received, it must immediately notify the Bank in writing. Otherwise, the Bank assumes no responsibility for any consequences arising from this issue. In the event of the loss of both keys, the Bank opens the safe deposit with the presence of the Customer and by breaking the lock. If only one of the keys is lost, the lock of the safe deposit is changed by the Bank. The safe deposit cannot be used with one key. The cost of breaking or replacing the lock for any reason and the repair costs required by these works shall be borne by the Customer. The Customer agrees and declares in advance to immediately pay the amount requested by the Bank.
- 10.9. The Customer deposits an amount to the Bank for the costs of repairs to be made with the lock to be replaced or modified in case of loss of keys and for other debts of the customer and to be deducted by the Bank from these costs and the safe deposit rent and other debts of the customer when necessary. Otherwise, the Bank shall be entitled not to open the safe deposit and also apply the provision of Article 10.9. The Bank shall have the right to unilaterally increase or decrease the deposit amount at any time. Upon notification of the matter, the Customer shall be obliged to pay the increased deposit amount to the Bank immediately if the continuation of the agreement is requested. The deposit of the Customer who gives back his/her keys is returned to him/her by the Bank, unless it has any other debt.
- **10.10.** Since the customer must pay the safe deposit fee in cash every period in order to use it, if the safe deposit fee is not paid within 30 days from the date of renewal, the Bank may demand the return of the keys by immediately terminating the Agreement.
- **10.11.** If this Agreement is terminated or not renewed for any reason, the Customer agrees and declares to return

the keys within 30 days. Otherwise, the safe deposit shall be made opened and emptied at the Customer's expense by Notary and Court or through the execution. The Bank shall collect its receivables from the amount to be obtained after the sale of the deposit and the assets in the safe deposit, provided that the legal procedure is followed. If the sales price does not cover its receivable, the Bank is also authorized to claim. In cases where the Branch, where the Customer has the safe deposit, is closed and transferred to another Branch or the branch is moved to another location, the Bank shall notify the Customer of this matter by registered mail or e-mail by the address written in this Agreement and set a date. It shall request the Customer to notify the Customer whether it wants to continue the Safe-Deposit Contract by applying to the Branch in person until this date.

If the Customer wishes for the Safe-Deposit Contract to continue, the safe deposit is transferred in agreement with the Customer. If the Customer does not apply to the Branch upon the notification made to him/her by the Bank, the safe deposit will be transferred to the Branch place in the new address without opening. If the safe deposit cannot be transferred to the new location as it is (without opening), the contract shall be terminated by the Bank and the Bank shall assume no responsibility at the Customer's expense. The safe deposit then shall be opened before the notary or the court board. With an official report to be made, the contents of the safe deposit shall be kept on behalf of the Customer in a place deemed appropriate by the Bank, in a place of the Bank.

- **10.12.** Since a safe deposit, which is rented jointly to more than one person, can also be used by any of these persons, the Bank assumes no responsibility for the consequences of this matter. If otherwise agreed and notified to the Bank, all the customers have to be present or send a joint proxy.
- **10.13.** The customer has the right to have the safe deposit insured if it wishes. The Bank may mediate an insurance agreement between the Customer and an insurance company. In this case, the Bank shall set the insurance company it will mediate. In this transaction, the Bank shall only act as an intermediary and the Bank will not have any responsibility due to the policy between the Customer and the insurance company.
- **10.14.** In case of death of the Customer or one of the Customers in jointly hired safe deposits, the safe deposit contract shall expire. (The contract is deemed to have been terminated by the parties.) In this case, the heirs (in case of more than one Customer, provided that the heirs of the deceased Customer and other Customers apply together, however, on condition that, after the certificate of inheritance is submitted and they apply to the Bank together or through their joint proxy, the contents of the

safe deposit can be given after a determination in the presence of an authorized tax officer.

10.15. No fee is charged for visiting safe deposits. In case the termination of the safe deposit service, any damage caused by the financial consumer regarding the safe deposit is deducted from the deposit fee due to the unpaid safe deposit fees and other debts arising from the safe deposit contract and the remaining amount is refunded.

10.16. The 10-year statute of limitations for assets in safe deposits starts from the date when the safe deposit fee was last collected or when the safe deposit was last opened by the customer.

ARTICLE 11 - PROVISIONS REGARDING THE TRADING OF CAPITAL MARKET INSTRUMENTS

- **11.1.** Pursuant to the Capital Market Law and relevant legislation, performing capital market activities carried out by the Bank directly or as an intermediary for order transmission on behalf of the customer in stock exchanges and/or out of stock exchange or trading in precious metals in accordance with the relevant legislation are subject to the provisions of this Agreement.
- **11.2.** The Customer agrees and declares to give written orders regarding capital market instruments to be purchased/sold through the Bank and the written order will contain at least the followings.

If the Customer wishes for the Safe-Deposit Contract to continue, the safe deposit is transferred in agreement with the Customer. If the Customer does not apply to the Branch upon the notification made to him/her by the Bank, the safe deposit will be transferred to the Branch place in the new address without opening. If the safe deposit cannot be transferred to the new location as it is (without opening), the contract shall be terminated by the Bank and the Bank shall assume no responsibility at the Customer's expense. The safe deposit then shall be opened before the notary or the court board. With an official report to be made, the contents of the safe deposit shall be kept on behalf of the Customer in a place deemed appropriate by the Bank, in a place of the Bank.

The order has been given as addressed to the Bank, name, surname or title of the instructing person, investment account number and address, whether the order is a purchase order or sell order, type of capital market instrument to be purchased or sold, nominal value, if any, whether the order was given as a limited or free price order, limit price for limited orders, validity period of the order, if any, place, date, hour and minute of the order, when the order will be processed after it is received by the Bank or whether it will be transferred to the stock

exchange in the first session or in a session deemed appropriate within the validity period, customer's signature.

- **11.2.1.** The customer can give his/her orders by visiting the Bank personally and in writing. Additionally, in line with the Bank's practices, it may give orders via Distribution Channels, and communication tools such as phone, fax or electronic communication systems. The Bank is free to execute the orders in case of any lack, mistake, invalidity, doubt about the authenticity of the signature, or similar cases regarding the orders. In such cases, the Customer agrees and declares that it will not claim any right, receivable, damage or loss from the Bank.
- **11.2.2.** The Bank may reject the orders of the Customer in part or whole without giving reasons and immediately notifies the customer of the result. The Customer agrees and declares that it cannot hold the Bank responsible for orders not executed without the Bank's fault.
- **11.2.3.** The customer must learn from the Bank whether his/her orders are executed. The Customer agrees and declares that he cannot claim any damages by alleging that it has suffered any damage due to late learning, and the Bank is not obliged to report the results of his/her orders to the Customer in writing, if the Customer did not learn.
- **11.2.4.** The Customer agrees and declares in advance that the Bank is authorized to change the daily trading hours, and all transactions linked within the scope of this Agreement are linked at the gross rate/price.
- **11.3.** In case the Customer has an account in the Intermediary Firm, the Customer agrees and declares that it can make information exchange and exchange transactions over the Internet, in computer environment through his/her account in the bank, repo-reverse repo and transfer transactions, all kinds of capital market transactions, including share certificate transactions, on the said account, transactions for transfers between the Bank and Intermediary Firm accounts and other transactions to be added later by means of a password given to him/her by the Bank.
- **11.3.1.** The customer can open an investment account with his/her existing password, single-use password (including devices/tables/applications to be used to generate one-time password), Dialog and card password through Distribution Channels such as Dialog, Internet Banking, Mobile Banking, TV Banking, SMS Banking, etc. and the electronic banking channels that the Bank will offer in the future.
- **11.3.2.** In case the Bank changes commissions, expenses and other fees to be charged for traditional and electronic banking transactions, the Customer is entitled to terminate the Agreement after these changes are notified by the Bank.

- **11.3.3.** In case the Customer requests for electronic transaction service, it agrees and declares that the order given by the Customer, whose account balance is insufficient or who does not have the security to fulfill the transaction requested to be made in his/her account, will not be executed, and therefore, it will not hold the Bank responsible, except for the fault of the Bank, for the failure to execute the transaction.
- 11.3.4. The reports, which are generated by the Bank personnel and presented in electronic form, are created by information obtained from sources believed to be reliable. The customer agrees that the information it received here is not an investment consultancy activity. The Customer acknowledges that this information may be delayed, lost and/or partially accessed electronically, and also agrees that it will not hold the Bank responsible for any issues or losses that may arise from transactions with this information, except where it is possible to be attributed to the Bank. The Customer agrees that it will not reproduce the information and reports submitted to him/her electronically and transmit them to third parties and will not use this information for commercial purposes. Otherwise, the Customer agrees and declares that the Bank is entitled to suspend the service and start legal proceedings.
- **11.3.5.** In the event that the customer's investment accounts are closed or it violates his/her commitments in this Agreement, the Bank may cancel the password provided, by reserving its right to other claims. The Customer agrees and declares that the Bank may prevent him/her from making a transaction on the said reasons.
- 11.3.6. It is assumed that the statements are taken from the system every day by the Customer. The Bank/Intermediary Firm's obligation to send a monthly account statement, including transactions performed electronically, is reserved. The Bank/Intermediary Firm is not obliged to send statements, reconciliation, or make a compliance test to its professional customers. The Bank/Intermediary Firm may refrain from the obligation to send a statement, make a reconciliation, and make a compliance test by informing the Customer who proves his/her professionalism about the services that professional customers cannot benefit from. The Customer agrees and declares that all debts arising from transactions made by using electronic transaction services shall be debited to the Investment/Deposit Account of the Bank/Intermediary Firm.
- **11.3.7.** The customer agrees and declares that it agrees the Internet access system within the scope of the Capital Market Law and relevant legislation, due to the transactions it will perform through electronic media such as the Internet and Mobile media, and by means of this access and similar electronic media, the Bank/Intermediary Firm will send an account statement,

including but not limited to this, all other posts can also be transmitted electronically over the Internet or similar systems and this message is linked to the rules of mutual rights and fairness and objective goodwill.

- 11.4. Since his/her securities are stored in sub-accounts to be opened with Takasbank/CRA, the customer shall be able to track the balances of the securities in the said sub-accounts to be opened on behalf of the Bank or related institutions, with the code and passwords given by the Bank or related institutions. Any power of disposition on these sub-accounts shall belong to the Bank. It is accepted and declared that any responsibility due to the loss and/or use of the codes and passwords to be given to the Customer by third parties shall belong to the Customer.
- **11.5.** The duration of the Customer's order for purchase or sale is the time recorded on the Customer's order for capital market transactions at the time of giving that order. The Bank is entitled to object or not to accept the duration in the customer's order. If the Bank does not accept the duration, it shall immediately notify the Customer. The Customer agrees and declares that the bank will not be responsible for the execution of the accepted purchase or sale order within the specified duration, except where it is possible to be attributed to it.
- **11.6.** In order for customer orders to be put in the process by the Bank, the TL/FX amount of the purchase to be made in purchases and the capital market instrument of the type and nominal value of the sale to be executed in sales must be available in the Customer's investment account.
- **11.6.1.** If the purchase order given by the customer is executed, on the day of exchange, the TL/FX amount of the purchase price and the Bank's expenses and commission fees specified in the Agreement shall be debited to the investment account at the Bank. The nominal value of the purchased capital market instrument is also credited to the investment account portfolio on the exchange day. If the customer requests the physical delivery of the capital market instrument it purchased, it is obliged to comply with the delivery procedures and times of Takasbank or the TCMB (the Central Bank of the Republic of Turkey).
- **11.6.2.** If the sale order given by the customer is executed, on the exchange day, the TL/FX amount of the sales price is credited to the relevant person's investment account with the Bank, and the Bank commissions and expenses shall be debited. The nominal value of the capital market instrument sold shall also be debited to the investment account portfolio. The customer can only use this TL/FX credit balance in the investment account after the cash transaction related to the exchange is completed.

- **11.6.3.** The Customer agrees and declares that the Bank is not liable to put the orders regarding capital market instruments that are desired to be sold through physical delivery, in the process, unless such instruments are physically delivered to the head office or branches of the Bank and delivered to the depository institution by the Bank and recorded in the investment account.
- **11.6.4.** Unless otherwise ordered by the Customer, it is accepted and declared that the capital market instruments that are purchased by the Bank or cannot be sold because they are physically sold shall remain in the investment account portfolio of the Customer, and expenses such as fees, BSMV and other financial obligations of the Bank shall be paid by the Customer.
- **11.6.5.** If the Bank desires, it may request the Customer to receive the capital market instruments in the investment account portfolio.
- 11.7. It's accepted and declared that the amounts recorded as a result of the trading orders related to the Customer's Capital Market Instruments and the trading Capital Market Instruments in the investment account opened will be monitored with the current account method; the account will not have the quality of deposit account and check will not be drawn on it, and no interest will be charged on the receivable balances of the account.
- **11.7.1.** The follow-up and evaluation of the receivable balance remaining in the investment account for any reason such as redemption, sales or non-realization of the purchase shall be under responsibility of the Customer. The Customer declares and agrees that the Bank has no responsibility in this regard and has no right of objection or claim to the Bank.
- **11.7.2.** In the event that the balance of the TL investment account is above the lower limit to be set by the Bank and an order is given for automatic repo, the Customer agrees and declares that the Bank may transfer the balance to automatic repo as soon as possible, without the need for any order by the Customer, and the profit or loss arising from the said automatic repo transactions will belong to him/her.

The Customer agrees and declares in advance that, if it gives an order to the Bank with "the Automatic Investment Fund Purchase/Sale Account Defining Instruction (Fon24)" and makes a Fon24 product defined with its order, the Bank may convert the funds determined by the Bank in investment in kind of the investment fund to be specified in "the Automatic Investment Fund Purchase/Sale Account Defining Instruction (Fon24)" by making a choice without need for any instruction given by the Customer in case the balance of TL drawing account for which the Fon24 product has been defined is below the lower limit to be determined

by the Bank, the profit or loss to occur by reason of the said Fon24 transactions shall belong to itself.

- **11.7.3.** The Customer agrees to exactly comply with the requirements of any amendment to occur afterwards in the legislation that is the basis of security transactions.
- **11.7.4.** If a joint investment account is opened by multiple Customers, the account shall be considered as a Successive Joint Account by the Bank unless otherwise declared by the Customers. Each of the account holders will be able to make/have made transactions, give orders, use the authorities mentioned in the other articles of this agreement alone. Therefore, each of the account holders agrees and commits in advance that they will be responsible for all the consequences of the other's/others' use of the investment account and making transactions.
- 11.8. It is agreed and declared that the Bank is authorized to transfer any capital market instruments purchase/sale orders to be given by the Customer to the Bank, discharge of the orders in BIST, amounts of purchase orders, possible price increases, costs, commissions, charge of sending an abstract, insurance, other expenses to be created by BSMV and CMB, BIST, Takasbank, CRA or other regulatory authorities from the investment account into Takasbank/CRA sub accounts from Takasbank/CRA sub accounts into the investment account without need for a separate instruction of the Customer.
- **11.9.** The Customer agrees and declares to pay fully in cash any fees, commissions on a tariff to be determined and announced by the relevant institutions (CMB, BIST, Takasbank, CRA etc.) with respect to purchase/sale and storage of capital market instruments to be performed by the Bank in scope of this Agreement and other expenses to be created by BSMV and CMB, BIST, Takasbank, CRA or other regulatory authorities.
- **11.9.1.** The Bank shall notify any changes in the commission ratio to the Customer in written form and the Customer is authorized to terminate the Agreement in 7 days if it does not accept this change.
- **11.9.2.** The Customer agrees and declares to pay any fees and other receivables arising from this Agreement and their corresponding BSMV on a tariff to be determined and announced by the Bank with respect to its investment account, the Bank is authorized to register these receivables become due in the account(s) of the Customer existing in the Bank in advance or to exchange or appropriate its receivables from the account(s) or from its receivables existing in the Bank within the framework of Article 139 of Turkish Code of Obligations, in case these are not sufficient the said capital market instruments shall be pledged to the Bank.

- **11.10.** All taxes imposed and to be imposed to which all transactions to be performed in the investment account would be subject to shall be covered by the Customer.
- 11.10.1. The Bank is only liable to perform tax deductions considered established by the laws. It shall deposit the tax deductions to the account of the relevant tax office. Follow-up, calculation, declaration and payment of the taxes left for obligation of the Customers by laws are under responsibility of the Customer. The Customer agrees and declares that, in case of possible nonagreement between declarations to be given to the tax office and Bank records, the Bank shall not be held responsible in case the Bank does not have any fault with respect to incorrectness in Bank records.
- **11.11.** Any responsibility to arise in accordance with the Capital Market Legislation because of the fact that the physical capital market instruments entrusted by the Customer to the Bank are banned and defective shall belong to the Customer without prejudice to the Bank's duty of care and diligence.
- **11.11.1.** If the Customer fails in fulfilling one or several of its obligations arising from this Agreement within the periods regulated by the Capital Market Legislation, all kinds of receivables, loss and damages of the Bank arisen and to arise shall become due and payable without need for any warning and notification of the Bank.
- **11.11.2.** The Customer is deemed as gone into default if it does not immediately pay its debts upon written warning of the Bank. The Customer agrees and declares not to raise any objection on these issues.
- **11.11.3.** The Customer agrees, declares and commits to pay default interest up to 2 times higher than the average repo interest rate occurred in overnight term in the BIST repo market on this date for the period beginning from the date of arise of the debt balance till the payment date as well as all kinds of taxes with respect to the said interest and legal liabilities required by public authorities if legal proceedings are pursued.
- 11.12. The Customer agrees and declares that all kinds of expenses to be incurred by the Bank due to the transactions with respect to capital market instruments and investment account shall be covered by the Customer, otherwise the Bank shall have the right of retention on its cash and securities existing in the Bank in order to create security for any debt to be incurred in accordance with the condition that being related with any receivable giving rise to right of retention in Article 950 of the Civil Law, these and its receivables have been put in pledge to the Bank in accordance with the conditions in Article 939 and subsequent articles of the Civil Law, they shall be exchanged and appropriated by the Bank in accordance with Article 139 of the Code of Obligations without need for any warning or the Bank is shall be authorized to sell them in the stock exchange or

externally within duty of care and by looking after the benefits of the Customer and exchange and appropriate their amounts to its receivables by adding interest, default interest, RUSF and BSMV, the Bank is authorized for demanding, collection and receipt of the rights and receivables required to be paid to the Bank under any name not included into those listed in this article, this authorization of the Bank shall not eliminate its right to apply legal proceedings. The Bank has the right and authorization to sell the capital market instruments in scope of the right of retention and mortgage held by the Customer in or out of the stock exchange, within the duty of care and in framework of the legislation for collection of all kinds of its receivables by looking after the benefits of the Customer and to collect its receivables from the sale price.

- **11.13.** All capital market instruments owned by the Customer are stored by the Bank and other custodians (CRA, Euroclear, Clearstream etc.) as recorded.
- **11.13.1.** All capital market instruments purchased by the Bank from stock exchanges and organized markets by means of the Bank, transferred into the investment account portfolio in the Bank or registered as receivables in the portfolio existing in the Bank in any way are stored as recorded under the account number opened on behalf of the Customer. The existing investment account number of Customers is also the number of custodian account. The Bank may trade the investment account number as affiliated account by correlating it with the Customer's drawing account if it desires.
- **11.13.2.** The Customer may neither take delivery of nor give virement and purchase order for the existing capital market instruments in this institution or authority ex officio beyond knowledge of the Bank. Otherwise, it agrees and declares to pay fully in cash any financial loss of the Bank arisen and to be arisen otherwise
- **11.13.3.** The Customer agrees and declares that, if any securities followed-up as recorded as safe custody by the CRA are blocked by reason of lien notifications, court letters etc. or an investment blockage is applied by the Customer, it may not give an order for the sale of blocked securities, in case of a nonagreement between the Bank records and CRA records by reason that the blocked securities have been sold on the Bank's system, the Customer shall pay any loss to arise together with penalty interest amount and taxes to be reflected by the Bank and the Bank shall not be held responsible for these transactions.
- **11.13.4.** The Customer agrees and declares that the provisions of the regulations published in the Official Gazette with respect to the Investor Compensation Center or provisions of the legislation which would take the place of it.

11.14. Use of the Rights Arising from Securities

- 11.14.1. If the Customer has used the right of preference with respect to the certificates of shares existing in the Intermediary Firm's account, the Intermediary Firm shall be authorized to decide whether or not the right of preference shall be used within the framework of duty of care by looking after the benefits of the Customer unless otherwise instructed by the Customer in written form before the end of the period specified for use of this right. It is agreed and declared that if the Intermediary Firm has performed the use of the right of preference, its amount shall be used from the free balance in the Customer's account; if the balance is unavailable it shall be demanded by the Customer to be paid immediately and fully, if it is not paid the securities owned by the Customer shall be sold and receivables of the Intermediary Firm shall be collected.
- **11.14.2.** It is agreed and declared that if the right to preference is not used because the sufficient balance is not available in the Customer's investment account in the Intermediary Firm, the Intermediary Firm shall have no liability with the exception of cases which may possibly be referred.
- **11.14.3.** The date when the right to preference will be used, paid capital increase and dividend collection dates are the day when they are used by Takasbank/CRA on behalf of the intermediary firm and recorded in the accounts of the intermediary firms or their Customers in Takasbank/CRA.
- **11.14.4.** Amortization, profit share, interest and other revenues with respect to capital market instruments existing in the customer portfolio are collected by the Bank/Intermediary Firm and registered as receivable in the investment account. The services with respect to exchange of bills, paid or unpaid share certificate distribution are also performed by the Intermediary Firm.
- **11.15.** The Bank/Intermediary Firm may send a cash account abstract, securities activity report and portfolio status report to the Customer via registered and reply paid mail as of monthly periods within 7 days following the relevant period with respect to the transactions occurred about its investment account in the relevant month. The Bank/Intermediary Firm has the right to request printing and registered and reply paid mail costs of monthly abstracts from the Customer. The abstracts may be sent via e-mail upon request of the Customer.
- **11.16.** The Bank/Intermediary Firm may perform brokerage activities with respect to securities and other capital market instruments in foreign markets with respect to their Customers in accordance with provisions and principles of the Capital Market Law and its relevant legislation and the relevant Notices without prejudice to the provisions of the Legislation of Protection of Value of Turkish Currency. This Agreement article is in general nature, rather the special issues like the transfer of a

capital market instrument and its cost, storage transactions, confirmation of transactions, mutual rights and commitments are determined with an additional protocol to be regulated between the Bank and the Customer and having the nature of an annex of this Agreement.

- **11.17.** The Bank may purchase/sale transactions in the name or on behalf of the Customer in stock exchange, markets and platforms upon request and permission of its Customers in accordance with the provisions and principles existing in the Capital Market Law and its relevant legislation and the relevant Notices.
- 11.18. The Customer agrees and declares that the books and records of the Bank and the Intermediary Firm shall be valid if they include its own agreement in all transactions performed within the framework of this Agreement. In case of disagreements to arise between the parties with respect to existing of the order in case the orders are given orally including the orders given in electronic environment in buying and selling transactions in stock exchange; the Bank and Intermediary Firm's records shall be based only if they can be confirmed with all kinds of orders and disagreements and voice and imagery records and all kinds of other evidences such as the records entered by means of fax, ATM records and records via computer network. The Bank is free to consider any notifications to be sent or the orders and instructions to be given by the Customer through telegraph, fax and internet as not sent unless they are confirmed with a letter that includes authorized signatures; in so far the Bank is exclusively free to whether or not fulfill any notifications or orders and instructions given through its instruments, it shall no way be held responsible for this reason.
- **11.19.** The Bank/Intermediary Firm has the right to amend the provisions included in this Agreement partially or completely, the Customer is authorized to not agree these amendments to be declared to itself in written form and to terminate the Agreement by sending a written notification. The Customer agrees and declares in advance that any amendments in conditions of the Agreement may be updated by obtaining approval of the Customer through the Bank/Intermediary Firm's internet branch to which the Bank/Intermediary Firm enables the Customer to access with password.
- 11.20. The Agreement is indefinite. If the Customer fails in fulfilling its liabilities arising from this Agreement, the Bank/Intermediary Firm may close the accounts opened in the name of the Customer, stop any transactions or invalidate the Agreement by means of termination with a notification made in written form 30 days in advance for valid reasons within the framework of provisions of this Agreement. If the functioning of a Bank account is stopped or the account is closed, all receivables of the

Bank arisen or to arise by reason of this Agreement provisions including interest and BSMV shall be immediately paid to the Bank by the Customer upon written notification of this situation and the Bank shall reserve the right to request an interest for this reason.

- **11.20.1.** In case of termination of the Agreement by the Bank, the Customer's rights arisen and to arise and account balance shall be immediately paid to the Customer without prejudice to the Bank's right to set-off.
- **11.20.2.** Termination of the Agreement by the Bank does not mean expiration of its right of mortgage. The Customer agrees that other commitments of the Customer arising from the Agreement shall continue to be valid in spite of termination in order to secure the Bank's receivables during the period when the Agreement is in force until such rights and collection are fulfilled.
- **11.20.3.** Without prejudice to above provisions, the money existing in the account is blocked by the Bank without interest, storage cost within the banking transaction fees determined every year by the relevant department of the Bank is collected from the Customer until capital market instruments existing in the account are received by the Customer.
- **11.20.4.** It is agreed by the Customer that if the investment account of the Customer in scope of the Agreement remains inactive without containing any savings or balance at least for a period of one year, the Bank/Intermediary Firm shall be authorized to close the account without previous notification.
- **11.21.** Participation of another person in the existing account in the Bank/Intermediary Firm is not possible. The beneficiary on behalf of whom an account is registered shall close the account and a "Joint Account" shall be opened in the name of the new account holders. Likewise, it is not possible for one of the joint account holders to withdraw from account ownership pursuant to its own request. In this case the account shall be closed and an account shall be opened in the name of the new beneficiary too.
- **11.21.1.** If the Authorized Bodies make a notice about the Bank/Intermediary Firm or one or several account holders for provisional seizure, e-seizure, provisional injunction, bankruptcy, concordatum or other restrictions, the Bank shall not make a payment to the relevant account holder and stops its disposition on the joint account until the final judgment to be given by the authorized bodies.
- **11.21.2.** Account holders may not prevent money payment from their joint account to other holders without judgment of the legally authorized body just by sending a written warning to the Bank/Intermediary Firm.

- **11.21.3.** Provided that it is beyond knowledge of the Bank/Intermediary Firm, in case of death of one of the account holders, other account holders agree and declare that all kinds of responsibility to arise towards tax offices and/or inheritors of the decedent by reason of payments issued by the Bank/Intermediary Firm to them shall successively belong to them.
- **11.21.4.** The Bank/Intermediary Firm is liable to keep prescription periods for the assets and balances existing in their investment account in accordance with the legal legislation. The Customer agrees and declares not to claim a right from the Bank/Intermediary Firm if the Bank/Intermediary Firm cannot access the Customer about the savings and balances to drop due to prescription and after it performs the transfer processes by acting in compliance with the transfer procedure.
- **11.21.5.** The Customer agrees and declares that if the Bank/Intermediary Firm notifies that the power of disposition with respect to its capital market instruments existing in the Bank/Intermediary Firm was restricted or completely abolished by the Court and Execution Authorities and other relevant public authorities for reasons like seizure, e-seizure, provisional seizure, injunction etc., the Bank/Intermediary Firm shall not have the liability of commencing any legal proceeding and following-up about the issue, rather the Customer shall in person exercise its rights towards the relevant authorities.
- **11.21.6.** The Customer agrees and declares not to give a power of attorney including broad authorities like signing purchase and sale orders in the name and on behalf of itself, depositing or drawing cash or securities in its investment accounts, doing virement transactions etc. to all employees including directors and out of center organizations of the Bank/Intermediary Firm.
- 11.22. The Customer agrees and declares in advance within the scope of this Agreement that risk reporting forms, contracts, supplementary documents and forms within the scope of ancillary services regarding order transmission, transaction mediation, portfolio mediation, limited custody, general custody and capital market activities provided by the Bank and Intermediary Firm are signed between the Bank and the Customer and/or the Bank and the Intermediary Firm's customers within the framework of the authorization given by the Intermediary Firm to the Bank and including the transactions of the Intermediary Firm, and these risk notification forms will be deemed to have been legally signed with wet signature of the entry, acceptance and approvals to be made by the Bank/Intermediary Firm via the Internet Branch at the first receipt of the Contract, information and documents or during subsequent updates.
- **11.23.** The compliance test to be applied by the Ban to its Customers has common evaluation criteria on which the

- Intermediary Firm and the Bank have reached a mutual agreement. The compliance test to which the Bank Customers who want to work with the Intermediary Firm shall be subjected to is also shared with the Intermediary Firm over the system. The compliance test share is not made from the Intermediary Firm to the Bank. The Intermediary Firm continues its purchase and sale activities in accordance with the last compliance test the Customer is subjected to in the Bank or in the Intermediary Firm. On the other hand, the Bank only bases the up-to-date compliance test in its systemic controls. The Customer is deemed as signed this Agreement by accepting this common practice of the Bank and the Intermediary Firm.
- **11.24.** The principle of sharing with the Intermediary Firm about Customer identification and communication details necessary for establishment of account relationship like identity, contact, representation, proxy etc. belonging to the Bank Customers working/wishing to work with the Intermediary Firm by receiving them from the Customers and/or doing systemic inquiry within authenticating information and documents has been adopted. Any information about Customers who do not perform any transaction with the Intermediary Firm is not shared with the Intermediary Firm.
- **11.25.** Opening a customer investment account directly by the Bank in the Intermediary Firm is possible. The investment accounts are opened in the Intermediary Firm and the Customer agrees in advance that the Intermediary Firm is the exclusive authorized party in trading the accounts.
- **11.26.** The Bank provides brokerage service in bookbuilding process for the Bank in public offerings with respect to share certificates and debt instruments. The Customer agrees in advance that the Bank shall not accept orders for secondary market transactions with respect to investment accounts opened/existing in the Intermediary Firm over the Bank system.
- **11.27.** The Intermediary Firm Customers who wish to access the Internet Branch owned by the Intermediary Firm are ensured to access Internet Branch of the Intermediary Firm operated in safe environment and completely independent from the Bank's internet branch by means of passing through the Bank's own Internet firewall and encoded safety applications.
- **11.28.** The Bank provides cash desk service for collection and payment to the customers who receive investment consultancy service from the Intermediary Firm. The reports in scope of investment consultancy prepared by the Intermediary Firm are delivered to the Intermediary Firm's customers by the Bank.
- **11.29.** The documents like information, certificates, brochures, reports, announcements, analysis prepared by the Intermediary Firm in order to inform Bank

Customers about the products provided by the Bank and/or Intermediary Firm on the basis of general investment advice are presented by the Bank to the Customers of the Intermediary Firm and/or Bank. Submission of such documents to the Customer is agreed by the Customer in advance once this Agreement is signed. If the Customer does not want to receive the said documents sent in electronic environment, it has the right to request the Bank/Intermediary Firm not to send these documents within the remarks specified in the announcement that involves the send document.

- **11.30.** Any information, documents and certificates the Intermediary Firm wants to submit to its Customers with respect to the accounts, transactions and practices in the Intermediary Firm are delivered by the Bank to the Customers.
- **11.31.** Cash balances of investment account owned by the Intermediary Firm's Customers opened over the Bank may be queried online as account based on the Bank system. The Customer's drawing account in the Bank and its investment account in the Intermediary Firm may be associated and money transfer may be done between the associated accounts.
- **11.32.** Mediating in credit book-building in scope of brokerage transactions for public offering book-building allows reporting demands from credit book-building to the Intermediary Firm.
- **11.33.** Customer abstracts with respect to Intermediary Firm accounts opened by the Bank may be given to the Customer by hand or through the Bank in a systemic way.
- **11.34.** Once the allocation with respect to debt instruments for which the Bank provides meditation in book-building is made to the Bank investment accounts, the Bank may fulfill Customer orders in the secondary market transactions over these accounts.
- 11.35. The Bank/Intermediary Firm may apply the compliance test to its Customers in written form or through the Internet Branch and make an update on this. The validity of the compliance test applied/updated in written form or through the Internet Branch is accepted by the Customer provided that the proof obligation about it belongs to the Bank/Intermediary Firm. It is essential that the compliance test is updated in case the customer wants to make transaction on products whose compliance test result is not suitable for the Customer. For nonconforming products, the Bank/Intermediary Firm may not allow the Customer to make transactions in transactions to be made by the Customer without updating the compliance test or as a Bank/Intermediary Firm, it informs the Customer that it is not obliged to perform a compliance test and the Customer transaction can be performed by accepting it.

ARTICLE 12 - PROVISIONS REGARDING REPO-REVERSE REPO APPLICATIONS

- **12.1.** The Bank agrees and declares to sell the securities subject to the Repo transaction to the Customer on the transaction date in accordance with the content of the Repo transaction result form, and to repurchase them by paying the amount determined at the end of the Repo term. The Customer agrees and declares to purchase the securities subject to the Repo transaction on the transaction date in accordance with the content of the transaction result form, and to sell the securities back to the Bank at the agreed amount and deliver them to the Bank at the maturity of the Repo.
- **12.2.** The Bank agrees and declares to purchase the securities subject to the Reverse Repo transaction from the Customer on the transaction date and to sell them back to the agreed amount at the maturity of the Reverse Repo and to deliver the securities to the Customer. The Customer agrees and declares to sell the securities subject to the Reverse Repo transaction to the Bank on the transaction date and to buy the securities back from the Bank by paying the agreed amount.
- **12.3.** Individual transactions will be carried out in accordance with legal regulations. Regarding the Repo/Reverse Repo transaction between the Bank and the Customer, the transaction result from bearing a serial number is prepared in two copies and one copy is given to the relevant party at the time of the transaction.
- **12.4.** The interest rate on Repo and Reverse Repo transactions is freely determined between the Bank and the Customer. The rates linked are gross rates. The terms of repo and reverse repo are determined freely provided that not exceeding the redemption dates of the securities subject to the transactions and provided that the maturity date is the working day. The determined maturity date cannot be changed without the approval of both parties. Whether the customer wishes to end the transaction in part or whole before the due date depends on the agreement between the Customer and the Bank.
- **12.5.** After the interest rate and maturity are agreed, the repo transaction begins with the customer depositing the amount of the repo to the Bank. The property of the securities goes to the Customer until the repo term. However, any income of the securities subject to repo within the repo term belongs to the Bank.
- **12.6.** Securities subject to Repo and Reverse Repo transactions shall be "Stored" in accordance with the regulations of the said institution, whichever of the institutions such as TCMB (the Central Bank of the Republic of Turkey)/Takasbank/CRA has been legally assigned.

- **12.7.** The physical delivery of the securities subjected to repo to the buyer shall not be not made. Transactions shall be carried out on account/record.
- **12.8.** The Bank holds the securities subject to Repo transactions in custody on behalf of the Customer before BIST, Settlement and Custody Bank and/or TCMB (the Central Bank of the Republic of Turkey) and/or CRA A.Ş. The Bank may not use, pledge or transfer securities in custody for any other purpose.
- **12.9.** In the reverse repo transaction, the Customer takes the securities subject to the transaction in custody on behalf of the Bank before BIST, Settlement and Custody Bank and/or TCMB and/or CRA A.Ş. The Customer may not use, pledge, or transfer securities in Custody for any other purpose.
- **12.10.** Securities purchased with reverse repo can be resold through repo transaction, provided that they remain within the period between the transaction date and do not exceed the re-sold due date. In this case, the Customer cannot make any request from the Bank other than the agreed amount.
- **12.11.** Securities subject to repo transactions and delivered to the Customer for any reason must be delivered to the Bank at maturity. If the repo does not return the assets to the Bank at maturity, the Bank will not pay the principal and interest to the Customer. The Customer will not be able to request additional interest from the Bank for periods that exceed maturity.

The Bank deducts half of the agreed interest amount within the normal Repo period as a penalty for the delayed period. If the delay period exceeds 10 days, the Bank will refrain from paying the entire agreed amount of interest as penal clause. In addition, it takes action before the competent court for the return of the securities within the framework of this Agreement. In a Reverse Repo transaction, if the Bank does not deliver the securities subject to the transaction to the Customer on maturity, it accepts an interest deduction of half the agreed interest amount as a penalty for the delayed days.

- **12.12.** The Bank has the right of retention and pledge on all kinds of securities, other capital market instruments and cash of the Customer, which are held by the Bank due to the Customer's obligations arising from this Agreement.
- **12.13.** The Customer is obliged to make cash or money transfer transactions related to Repo and Reverse Repo transactions directly by the Bank or to the relevant accounts in line with the instructions of the Bank. The Bank fulfills its obligation in payments according to the written instructions of the Customer.
- **12.14.** Repo and Reverse Repo transactions can be carried out outside of BIST and/or 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 documents bear the names and signatures of the Bank's authorized personnel.
- **12.16.** In case of disputes between the parties regarding the existence of the order in the instructions not given by the customer in writing, the records of the Bank shall be taken as basis. However, if it can be confirmed by all kinds of written orders and agreements such as fax, electronic mail, ATM records, records entered through a computer network, audio video records and any other evidence shall be taken as basis.
- Provisions regarding Repo/Reverse **12.17.** transactions are arranged indefinitely. The Bank and the Customer may terminate the Contract mutually or unilaterally at any time, provided that they notify in writing 7 business days in advance. When the Contract is terminated, the Repo and Reverse Repo transactions between the parties before the contract expiry date are concluded with the mutual fulfillment of their obligations on the maturity dates in accordance with the conditions in this Contract and the transaction result forms prepared for these transactions. Termination of the contract is possible with a notification by one of the parties through a notary public or by registered mail, after that party has fulfilled all its mutual acquisitions.

ARTICLE 13 - PROVISIONS REGARDING THE CUSTODY OF SECURITIES

The following provisions shall apply for the storage of bonds and similar securities by the Bank, and the execution and conclusion of the legal transactions related to them by the Bank.

- **13.1.** The following provisions shall apply for the storage of bonds and similar securities by the Bank, and the execution and conclusion of the legal transactions related to them by the Bank.
- **13.1.1.** Regarding the securities given to the Bank for custody, the bank issues a receipt/account book indicating the type, quantity and nominal value of the negotiable instruments, and the account number to be traced, and gives it to the Customer or his/her legal representative.
- **13.1.2.** Taking back the securities given to the Bank for custody by the Customer, is carried out on the basis of Bank records by submission of the receipt/account book indicating that the asset has been kept in custody and the execution of the Know Your Customer Rule.
- **13.2.** Custody service includes keeping securities under custody securely. Interest and dividend collections on securities are entirely the responsibility of the Customer.

- **13.3.** The Customer agrees that the securities given to the Bank for custody are pledged to the Bank and that the Bank has the right of retention on them.
- **13.4.** The customer agrees and declares that it shall pay within 10 days from the notification of the notice sent to him/her for compensation, to indemnify the direct and indirect damages of the Bank for any reason whatsoever due to this Agreement, otherwise, this damage requested to be compensated shall be within the scope of the security pledge given to custody and shall collect this amount by using the right of retention of the aforementioned amount.
- **13.5.** The Customer consents to the use of the securities it has given and will give to the Bank for custody, provided that the mandatory provisions of the law and contractual regulations are reserved.
- **13.6.** The Customer agrees and declares that the Bank shall not be responsible for the loss or falsification of the securities put into custody due to force majeure or acts of god.
- **13.7.** Regarding the securities given to the bank for custody, in case of partial or total payment ban and/or lien-measure, the obligation to remove these restrictions shall belong to the Customer. The Bank shall not be held responsible for these objections and transactions not being executed by the Bank.
- **13.8.** The custody fee to be collected for the securities put into custody by the Customer to the Bank shall be paid by the Customer and these fees shall be calculated according to the type of securities. It shall be collected from the Customer in the periods determined by the bank or once a year together with its BSMV.
- **13.9.** The Bank is entitled to terminate this Agreement at any time by returning the Customer's securities to the Customer. All the return costs shall be borne by the Customer.

ARTICLE 14 - COMMON PROVISIONS REGARDING THE TRADING OF CAPITAL MARKET INSTRUMENTS, REPO AND REVERSE REPO AND CUSTODY OF SECURITIES

- **14.1.** The Customer will carry out the trading of capital market instruments, Repo/Reverse Repo transactions through the investment account opened at the Bank/Intermediary Firm.
- **14.2.** The information included in the Customer Information Form for Capital Market Transactions shall be used jointly in this Agreement and other agreements to be prepared in the future. In case of a change in the information on the said form, the Customer will notify the Bank of this change in writing, otherwise the information on this form shall be taken as basis for the Bank's transactions.

- **14.3**. By considering the identity information and signature samples of the customer and/or persons authorized to represent, as long as the investment account is processed, the bank shall compare it with the identity and signature samples in the transactions to be carried out, perform the necessary audit and fulfill the "Know Your Customer Rule". However, the Bank shall not be responsible for the results of signature similarities, which cannot be understood as a result of these audits, or for false documents and authorization documents for reasons that cannot be attributed to the Bank, except for its fault.
- **14.4.** All kinds of documents related to agreements and transactions made with legal person customers shall bear the signature of the person or persons authorized to represent the legal entity. Legal Entities are obliged to submit documents related to their representation power to the Bank and to inform the Bank of any changes in representation authority immediately. Otherwise, the Bank shall not be responsible for any losses that may arise, which cannot be attributed to the bank.
- **14.5.** Among the articles of the agreement regarding the trading of capital market instruments and Repo and Reverse Repo, the provisions contrary to BRSA, CMB and BIST regulations shall not be applied. In cases where there are no provisions in the contract, BRSA, CMB and BIST regulations, and in cases where there are no provisions in these regulations, general provisions shall be applied.
- **14.6.** Provisions on trading of capital market instruments are made for an indefinite period of time, and the provisions regarding the keeping securities are made for a period of one year. The securities shall be renewed if they are not taken back by the Customer at the end of the Agreement duration.
- **14.7.** Notifications such as information messages, forms, reports, receipts, statements required to be sent to the Customers in relation to the Customer transactions made within the scope of this Agreement, shall be sent by the Bank to the e-mail address recorded in the Bank's system. The Bank is free to accept such notifications regarding Professional Customers.
- **14.8.** Istanbul Courts and Execution Offices are authorized for disputes arising from transactions within the scope of Articles 11, 12, 13 and 14 of this Agreement.

ARTICLE 15 - LAW NO. 6493 ON PAYMENT AND SECURITY SETTLEMENT SYSTEMS, PAYMENT SERVICES AND ELECTRONIC MONEY INSTITUTIONS AND PROVISIONS OF THE RELATED LAWS AND REGULATIONS

15.1. Terms set forth in this Agreement but not defined specifically shall have the meaning given under the Law and Regulation on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions.

- **15.2.** Payment services to be offered by our bank:
- **a)** EFT, transfer made by Credit Card and Credit Card payment transaction
- **b)** All the necessary transactions for depositing cash to the payment account, withdrawal from the payment account and operation of the same
- c) All the money transfers of the Customer including transfer of the fund in the Customer's payment account with the Bank, direct debt system transactions including one-time transaction, payment transactions carried out by debit card or any other similar instrument and all money transfers including regular payment order (transfer, EFT, SWIFT, etc.)
- d) Export or acceptance of instrument of payment
- e) Payment transaction for which the consent is given through any informatics or electronic communication device such as internet banking, telephone banking etc. and made by the Customer to an informatics or electronic communication operator acting as an intermediary for the service or goods provider
- f) Services for intermediation of the invoice payments (payments in consideration for the services to satisfy the needs such as electricity, telephone, water, natural gas as well as tax, duty, charge and social security premium payments and related fines)

All of the above mentioned services are also offered in convertible foreign currency in which our Bank opens accounts.

- **15.3.** In order to perform the payment services listed in Article (15.2) of this Agreement, according to the nature of the transaction, the information required by the Bank from among the information
- Receiver's name, surname and commercial title
- Turkish ID Number (TCKN), Foreign Identity Number (YKN), Tax ID No (VKN)
- Account Number (IBAN)
- Customer no or user code
- Credit Card Number
- Contact details (telephone, e-mail etc.),
- Receiver bank's name, branch or bank's branch code
- Receiver address information
- Subscriber/installation number for invoice payments
- Tax ID no (VKN) for tax payments
- Registry number for SSI payments
- Transaction amount

- Currency
- The party paying the correspondent bank charges
- Document evidencing the nature of the payment

required by the Bank from among the information is provided by the Customer.

The Customer consents that the information requested by correspondent banks or domestic and foreign regulatory and supervisory authorities within the scope of payment transactions listed in Article (15.2.) of this Agreement can be shared.

- **15.4.** When the order relating to execution of the payment transaction by the Customer is transmitted to the Bank or approval is given by means of remote access devices, the order is irrevocable and the Bank shall be deemed to have been authorized.
- **15.5.** The transaction can be withdrawn by the Customer after authorization of the Bank as long as the transaction is not executed. However, in case of payment transaction performed by the way of direct debit system such as regular payment instructions, the Customer may cancel the payment order until the close of business on the business day before the due date of the relevant payment.
- 15.6. The Customer may authorize the Bank on the payment order until 16.00 on the business days. Any authorization made after this time may be executed on the next business day. Payment orders, given after 16.00 and requested to be executed on the same day, shall be subject to the fee set forth in the Fee and Commission Tariffs of Türkiye Halk Bankası A.Ş. which is annexed to and is an integral part of this Agreement and in the Basic Banking Products Information Form. In case the currency of the payment order is not TL, the working hours of the receiving country and international commercial rules should also be taken into account by the Customer. If it is agreed that the payment order would be transacted on an agreed date or at the end of any specific term or on the day when the Customer authorizes the Bank to decide on the funds relating to the payment, the day agreed for the payment is considered as the time of receipt of the payment order. In case the agreed day is not a business day, the payment order shall be considered to take been received on the first following business day.
- **15.7.** The Bank may refuse any payment order given by the Customer, if required. In this case, the Bank shall inform the Customer of its reason for refusal until the close of business following receipt of the payment order at the contact details saved in the Bank's system. In case the Bank refuses the payment order, instruction on the payment order is incorrect and/or incomplete, the Customer shall be informed on how the incorrect and/or incomplete instruction shall be corrected using the

contact details saved in the Bank's system until the close of business on the day following the receipt of the payment order.

- **15.8.** The Customer may learn spending limits, with regard to the payment order given by him, at the address of **www.halkbank.com.tr.**
- **15.9.** The fees required to be paid by the Customer for the payment service to be rendered by the Bank are specified in Annex-1 of this Agreement, which is an integral part of this Agreement. In case the Customer requests from the Bank further information or frequent information or transmission of the information by different way with regard to the payment services offered to the Customer by the Bank, a fee is charged by the Bank pro-rata to the cost of the relevant transaction if permitted by the related laws and regulations.
- **15.10.** In case of use of the payment service through a device and/or application, technical specifications and other features the device is required to have are additionally stated by the Bank in the Conditions of Use of the relevant device/application.
- **15.11.** The Bank informs the Customer in writing or by remote communication means, on the payment transactions, carried out by the Customer or on the payment made to the Customer upon the request of the Customer on transaction basis after the transaction or latest monthly if requested by the Customer.
- **15.12.** The bank's exchange rates at the time of the transaction shall be applied between the Bank and the Customer. Changes in the exchange rates applied by the Bank shall be applied immediately by the Bank without any notification to the Customer.
- **15.13.** The Bank may give the draft Agreement to the Customer upon request. The Customer may also receive this Agreement from the address of **www.halkbank.com.tr** .
- **15.14.** The Customer is required to keep in safe Payment Instrument (card, mobile phone, password and similar personal devices) used by him/her to transmit payment order and to take measures, preventing third parties to use this information. The Customer hereby agrees that in case the relevant Payment Instrument is lost by the Customer or stolen, it shall promptly request from the Bank to cancel the same; it shall not hold the Bank responsible for any and transactions to be carried out via Internet or through his/her account in the days elapsed from date of lost/theft until date of cancellation; and it shall not raise any claim or right against the Bank under pecuniary or non-pecuniary damages. In case the Customer unfairly uses the Payment Instrument used by him/her to give payment order, the Bank shall be entitled to immediately close the Payment Instrument for use. The Customer hereby agrees that in case of any loss of

the Bank arisen out of unfair use, the Customer shall be obligated to pay such loss of the Bank.

- **15.15.** In cases of fraught, occurrence of any event creating suspicion of unauthorized use, in cases where the Bank finds out that the Payment Instrument is lost or stolen or the Customer notifies the Bank of the loss or theft of the Payment Instrument and in case of unauthorized against the Customer's use immediately and within no later than twenty four hours by any communication mean, the Bank shall cease use of the Payment Instrument. When the reason for cease of the Payment Instrument disappears, the Bank allocates a new Payment Instrument to the Customer or allows the use of the relevant Payment Instrument. The Customer is obligated to take necessary measures for his/her personal security information relating to the Payment Instrument and to use the same in compliance with the conditions of use.
- **15.16.** In case the Customer closed the use of the Payment Instrument, the Bank shall not send a new Payment Instrument to the Customer without the request of the Customer. The Bank shall prevent third parties to access in the personal security information of the Customer and take necessary security measures.
- **15.17.** As soon as the Customer becomes aware of any unauthorized or incorrect payment transaction, it shall immediately notify the Bank and request from the Bank to correct the payment transaction. The correction request shall in no case exceed thirteen months as of the date of execution of the Payment Transaction.
- **15.18.** The Customer hereby agrees that in case the lost or Stolen Payment Instrument is used or the Payment Instrument is used by the others due to failure to keep the personal security information confidential, the sender is aware that it shall be responsible for any loss arisen out of unauthorized payment transactions up to one hundred fifty Turkish Liras of the illegal use, performed within the last twenty-four hours before notification to be made by the sender. The Customer may not be held responsible for the payment transactions not authorized by itself.
- **15.19.** Where the Customer uses the Payment Instrument fraudulently or fails to fulfil its obligations regarding secure use of the same intentionally or negligently, it shall be held responsible for entire loss arisen out of unauthorized payment transaction.
- **15.20.** The Customer is responsible from the loss, theft of the Payment Instrument, failure to take necessary measures relating to performance of any transaction that is held beyond his/her will despite his/her awareness, failure to freeze the accounts or failure to close the Payment Instrument for use.

15.21. The Bank is responsible against the Customer for transfer of the payment transaction to the payment service provider of the receiver in accordance with the payment order. If the amount of the payment order is TRY, the Bank shall transfer such amount to the account of the receiver's payment service provider within no later than four business days as of the date of receipt of the payment order. If the amount of the payment order is foreign currency or the receiver's payment service provider is resident abroad, the Bank shall transfer the amount of the payment transaction to the account of the receiver's payment service provider within no later than ninety (90) business days. However, in case of any delay caused by the correspondent bank, the Bank shall not be responsible.

15.22. The Bank shall immediately return any unrealized or incorrectly realized portion of the payment transaction to the Customer without any delay and in case of set-off of such amount from his/her payment account, the Bank shall restore the payment account.

15.23. The Bank shall be responsible for indemnification of the interests and fees obligated to be incurred by the Customer as a result of failure by the Bank to complete the payment transaction of the Customer or in case of incorrect performance of the same, except the default or mistake of the Customer.

15.24. The Bank informs the Customer of the changes in the payment systems in this Agreement 30 days in advance. The Customer has the right to terminate this Agreement without paying any charge until the end of the thirty-day period. The Customer who does not object within this term shall be deemed to have accepted the changes.

15.25. This Agreement shall remain in force until terminated by the parties. By notifying through the communication means specified in the Regulation, the Bank may terminate this Agreement two months in advance and the Customer one month in advance at any time.

Annex:1.Fee and Commission Tariffs of Türkiye Halk Bankası A.Ş. can be received from the **Product and Service Fees** at the address of https://halkbank.com.tr/.

ARTICLE 16 – COMMON PROVISIONS

16.1.1. The Customer irrevocably agrees that the Bank has the right of virement, swap, offsetting and retention on all deposit and drawing accounts, all matured or undue deposits accounts (TL or foreign currency) (including its own shares in joint accounts) existing in the head office and all branches at home and abroad and/or to be opened in the future on the amount equivalent to cover any relevant debt for Customer's any receivables, arisen and to arise from the Agreement and/or for any

reason, blocked accounts, all receivables, the Customer's safe-deposit boxes and all kinds of assets, cash, shares and bonds, securities and consignments in them, promissory notes given for collection, cheques and all other valuable papers or credit accounts as well as remittances received or to be received on behalf of the Customer and the Customer has put in pledge their necessary amount which would cover all its debts to arise in any form and nature, the Bank is ex officio authorized to collect the amount sufficient for the debts in order to appropriate for debts, foreign currency accounts are also subject to the same provisions by being firmly purchased by the Bank.

The Customer agrees that the Bank is authorized to exercise its rights specified in the Agreement until its debts owing to the Bank are completely paid on the rights and receivables existing before the Bank and specified above. The Customer may not transfer the receivables listed above and on which the Bank has right to lien to third parties without obtaining consent of the Bank.

16.1.2. The Customer agrees and commits that any transactions in contradiction with the legislation, market conditions or Banking principles and practices performed on incorrect data or foreign currencies with respect to all kinds of transactions including foreign currency and gold performed out of market conditions on data/foreign currencies resulting from a technical-systemic and operational fault may be unilaterally cancelled by the Bank/Intermediary Firm, its accounts may be blocked by reason of faultily performed transactions, any losses of bank may be exchanged-appropriated from the customer accounts and the Bank is authorized to exercise all kinds of its rights specified in the Agreement.

16.1.3. The Customer agrees, declares and commits in advance that it shall notify all kinds of changes to occur in identity information and representative authorities of authorized persons declared with this Agreement or to be declared in written form afterwards to the Bank immediately in written form, if it is determined that such information does not reflect the truth all kinds of responsibilities to arise due to the incorrectness of such information shall belong to itself, if any changes in the status of authorized persons are not notified to the Bank in written form any transactions performed or to be performed by the said authorized persons shall be valid and binding.

16.1.4. The Customer agrees and declares that, if any transaction is to be made with a power of attorney on behalf of itself, the power of attorney shall be submitted to the Bank by itself or its attorney; any transactions to be made pursuant to this power of attorney shall be binding unless the termination of the power of attorney is notified to the Bank in written form by itself or by its inheritors if it is a legal person and in case of death; the

Bank does not have liability to search whether or not the power of attorney has been dismissed in such transactions.

16.1.5. The Customer agrees and declares that the Bank shall not be liable for any loss it would suffer because any change occurred on the documents specified in this article is not timely notified to the Bank in written form and the power of attorney is false or has been altered.

The Customer is not liable to investigate the authenticity of signatures in any power of attorney or certificate of authorization having been submitted. The Bank has no liability for any loss arisen or to arise due to the alteration or falsehood of the power of attorney with the exception of Bank's fault.

16.1.6. The Bank is liable to store and avoid from disclosing identity details, address, subject of activity including but not limited to all kinds of Customer's secrets it has obtained due to the services provided by the Bank in scope of the provisions of this Agreement to third parties with the exception of the authorities clearly empowered by the laws within the framework of relevant provisions of the applicable Banking Law.

The Customer agrees and commits that the Bank is authorized to submit/share all kinds of information and documents in nature of Customer's secret existing/to exist in the Bank and originals and copies of any information and documents obtained about it by the Bank as a result of transactions performed in scope of this Agreement to any person, organization or institution from which the Bank purchases services and/or consultancy, companies of which the Bank is the agency, organizations and institutions the Bank has collaboration and business partnership, its group companies and subsidiaries, real and legal entities from which it receives the services in nature of supplement or extension of the activities of the Bank and/or its subsidiaries provided that the liability of drawing up a Non-Disclosure Agreement belongs to the Bank; and the Bank and the listed third parties are authorized to concerned data in the capacity of data supervisor.

In addition, the Customer consents that any information in nature of Customer's secrets obtained/to be obtained by the Bank about itself shall be shared by the Bank to third parties and shall be processed by these third parties in the capacity of data supervisor according to type of card/service/product to be given by the Bank to the Customer provided that it is limited with the purpose of enabling it to benefit from any advantages and services provided/to be provided by the Bank and third parties for this card/service/product.

The Customer reserves the right to give written instruction to the Bank not to share information in nature of Customer's secret with third parties except the persons

and organizations authorized in accordance with legal legislation.

16.1.7. It is obligatory to receive approval from financial consumer in order to make an increase equal to and higher than 1.2 times of the annual consumer price index increase rate declared by the Turkish Statistical Institute as of the end of previous year, any changes specified with an increase lower than this must be notified to the financial consumer in written form at least before thirty days or by means of a permanent data storage or recorded phone. Upon this notification, the financial consumer has the right to waive use of the product or service beginning from the date of notification until fifteen days later. Any additional fee shall not be received beginning from the date when the fee increase to be applied if this rights would be exercised comes into effect. The organizations may cease to provide the products or services concerned in non-compliance to the financial consumer based on right to waive. If the financial consumer keeps using the product or receiving the service, the change is deemed as accepted. If the approval of financial consumer is received in compliance with the structure of the area in which the transaction is performed before collecting fee from instant transactions and services such as non-continuous money transfers by the organizations, above specified obligations of acquiring notification and approval shall not be applied. It is obligatory to include fee details on the abstract account in case of transactions performed in a branch. If the information and documents are requested concerning that the Customer has been notified about composition of changes in interest, fees, commission and expenses and that the Customer has the right to waive use of services if it desires, it is obligatory to notify them to the authorized bodies. Otherwise, the said information shall be deemed as failed to be performed.

16.1.8. Account maintenance fee may be accrued and collected in periods determined by the relevant Bank on the basis of each customer without depending on the number of accounts owned by the financial consumer. If the account is closed during a year, the fee corresponding to the period when the account was open may be received. Any fee is not received from account opening and closing and printing bank book transactions. Account maintenance fee is not received from financial consumers all whose accounts are inactive for at least successive eighty days during this period.

Any account maintenance fee which may not be collected may be kept waiting in order to be collected afterwards for a maximum period of twelve months beginning from date of accrual. Execution proceedings may not be commenced for collection of account maintenance fees during this period, these fees may be cancelled if the account maintenance fees may not be collected within

the said twelve months period. Financial consumer may not be credited for the purpose of collecting account maintenance fees.

16.2. The Customer agrees and commits that its personal/company details in nature of Customer secret and/or information with respect to its accounts may be shared with national or international agencies and authorities (ESMA/European Securities and Markets Authority, IRS/USA Chair of Revenues, CRS-Common Reporting Standard and/or all other relevant agencies and authorities which are a party of US and/or EU, CRS-Common Reporting Standard) if the national and international legislation and the provisions of national or international conventions to which the Bank is a party, primarily in scope of the Law No. 6677 recognized on 25.02.2016 by coming into force by being published in the Official Gazette Date 16.03.2016 and No. 29655 and "the Agreement Between the Government of the Republic of Turkey and the Government of the United States of America to Improve International Tax Compliance through Enhanced Exchange of Information" signed in Ankara by July 29 of 2015 and its annex "Memorandum of Understanding" to which it is obliged to comply with require or if complying with the legislation and Conventions is necessary for the Bank and/or the group subsidiaries in which the Bank is involved even though the Bank is not directly a party to this.

16.3. If the parties fulfill their mutual performances the Agreement shall finish automatically. If either Party fails in fulfilling its obligations included in the Agreement, other Party shall have the right to terminate the Agreement provided that it fulfills its own obligations and makes a written notification. Termination of the Agreement does not remove the rights and receivables of the parties from each other. Termination of the Agreement does not remove the rights and receivables of the parties from each other. Maturity and default provisions included in the Agreement and conditions of termination are evaluated as separate from each other.

16.4. The Customer agrees, declares and commits that; if it argues that it has no connection with the USA and/or the countries which are a party to CRS-Common Reporting Standard in terms of tax situation, it is not a real or legal person based in the USA and/or a country that is a party to and/or CRS-Common Reporting Standard, it is not a financial institution and it is not among the companies established in the United States of America or under the laws of the United States of America or under the laws of any State of the United States of America including Columbia District and/or any country that is a party to CRS-Common Reporting Standard and/or among passive non-financial institutions out of the United States of America and/or the countries which are party to CRS-Common Reporting Standard, it does not have residence and/or tax liability in the United

States of America and/or the countries which are a party to CRS-Common Reporting Standard, it does not reside in the United States of America and/or the countries which are a party of CRS-Common Reporting Standard and/or it does not hold a Greencard and it is not among the real/legal entities identified as an entity based in the United States of America and/or the countries which are a party to CRS-Common Reporting Standard in scope of the process of account opening in the Bank or any other similar verification and identification process; and/or it has fulfilled its tax related liabilities within the framework of the Foreign Account Tax Compliance Act (FATCA) executed by the United States of America or the USA Internal Revenue Service and/or in scope of EMIR (European Market Infrastructure Regulation) of the European Union (EU) and all other relevant legal regulations; it shall sign the declaration with respect to this and if any change occurs in the said situation or any real and/or legal entities based in the United States of America and/or the countries which are party to CRS-Common Reporting Standard become a shareholder in the company and/or the equity ratio of any real and/or legal entities based in the United States of America and/or the countries which are party to CRS-Common Reporting Standard in the company changes, it shall notify the situation to the Bank in written form immediately and not later than 30 (thirty) days in any case by submitting the incentive documents with respect to the said changes, even though no change occurs it shall deliver all kinds of information and documents to be requested by the Bank in this respect to the Bank not later than 30 (thirty) days, if any information and declarations are deficient, incorrect and misleading it may subject to sanctions in scope of the national and international legislation.

16.5. The Customer agrees and declares that, if it fails in paying any debts arisen and to arise from this Agreement timely and fully and/or fails in fulfilling any of its commitments timely and fully, firstly interest, tax, cost and fund amounts shall be appropriated from collections made in the account, principal amount shall be collected if there is remaining money in the account, if the amount composed of interest, fund and BSMV accrued at the end of each month is not paid at the same day a default interest shall be applied amounting to 50% higher than the highest interest determined for short term credits till the date when the collection is made for monthly interests accrued.

16.6. The Customer agrees and declares that, in case of all disputes to arise from this Agreement, the Bank books, microfilm, microfiche, telex, fax/e-mail and computer etc. records, previous call records, transaction based records, voice records and Customer instructions and other Customer evidences with respect to these transactions shall be valid and binding, this provision of the Agreement is in nature of documentary evidence agreement in

accordance with Article 193 of the Code of Civil Procedure.

- **16.7.** Any funds, taxes and all other financial liabilities to be required by this Agreement and all transactions to be performed shall be covered by the Customer and the reserve for stamp tax legally required to be paid by the Bank shall be paid by the Customer to the Bank.
- **16.8.** The procedures to be applied if the Customer wants to give an instruction to the Bank/Intermediary Firm via fax/e-mail and the Bank/Intermediary Firm agrees this are stated as follows. These procedures provide the Customer ease of delivering an instruction to the Bank/Intermediary Firm to enable the Bank/Intermediary Firm perform a transaction based on this.
- **16.8.1.** The Customer undertakes all consequences of giving an instruction to the Bank/Intermediary Firm via fax/e-mail. The Customer agrees to fulfill the following considerations while utilizing the ease provided by the Bank/Intermediary Firm. The Bank/Intermediary Firm reserves the right to reject any instruction delivered via fax/e-mail in its discretion for valid reasons or without needing to suggest any reason. In the delivery of instructions with respect to purchase and sale of capital market instruments, the Bank/Intermediary Firm shall immediately notify the circumstance of rejection to the Customer.
- **16.8.2.** If the Customer has notified the numbers and email addresses from which fax/e-mail instructions shall be given to the Bank/Intermediary Firm only by itself, any fax/e-mail instructions received from any other number and e-mail address may be disregarded by the Bank/Intermediary Firm.
- **16.8.4.** The Bank/Intermediary Firm apparently has the right to make transaction upon a fax/e-mail instruction delivered with Customer's signature. In this regard, it is not significant if the instruction text does not include the Customer's fax number/e-mail address, therefore the Customer may not claim anything by arguing that the instruction was not sent from its own fax/e-mail and/or does not include its own fax/e-mail or the person who has signed the instruction does no more have a representative authority.
- **16.8.5.** Original copy of any instruction sent via fax/e-mail shall be immediately sent to the relevant Distribution Channel of the Bank/Intermediary Firm for confirmation by hand or as registered mail. It is irrevocably agreed by

- the Customer that the fax/e-mail instruction shall be valid in case of a discrepancy between the confirmation letter and the instruction.
- **16.8.6.** The books, records and documents of the Bank/Intermediary Firm, any instruction in possession sent via fax/e-mail are in nature of final evidence in scope of Article 193 of the Code of Civil Procedure regardless of whether or not confirmed in the relationships with the Bank/Intermediary Firm without requiring any supporting document.
- **16.8.7.** The Bank/Intermediary may fulfill once it receives fax/e-mail instruction of the Customer without waiting for its written confirmation. The Bank/Intermediary Firm shall show reasonable care by comparing the signatures on the instruction sent via fax/e-mail. The Bank/Intermediary Firm is not responsible for the following issues.
- **16.8.8.** The Bank/Intermediary Firm is not responsible for any consequence which may arise from the fact that the signature below fax/e-mail instruction has been included in the text without consent of the Customer by montage and other ways.
- **16.8.9.** The Bank/Intermediary Firm is not responsible for consequences of fraud and forgery and from disfunctioning or breakdown of the general or specific communication tools it is connected to.
- **16.8.10.** The Bank/Intermediary Firm is not responsible for any wrong and deficient information and instruction received from fax/e-mail system due to the Customer's fault.
- **16.8.11.** If the Customer is a legal entity, the Bank/Intermediary Firm shall use letter headed paper for any fax/e-mail instruction it would send.
- **16.8.12.** The Bank/Intermediary Firm shall supervise and investigate identifications of the Customer and its authorized representatives by comparing specimen signatures submitted to itself with the signatures appended on fax/e-mail instructions. The Bank/Intermediary Firm shall perform the signature comparison with reasonable care and shall not be held responsible for consequences of any similarities in signature which may not be understood at first glance.
- **16.8.13.** The persons declared as authorized persons by the Customer by submitting their sample signatures as mentioned by the Bank/Intermediary Firm above on the subject of delivering fax/e-mail on behalf of the customer. Any changes made in the authorities of such persons and names and sample signatures of any person newly authorized shall not be considered valid by the Bank/Intermediary Firm unless they are not declared by the Customer to the Bank/Intermediary Firm with registered mail or by means of notary, and such changes

shall be declared to the Bank/Intermediary Firm with valid legal documents.

Any announcements which can be made from Turkish Trade Registration Gazette or any media organ shall not be binding for the Bank/Intermediary Firm and the Customer may not claim any changes in authorizations of such persons against the Bank/Intermediary Firm unless they are declared to the Bank/Intermediary Firm by the Customer and unless otherwise specified legally.

16.9. The Customer agrees with respect to all services in scope of this Agreement and the services to be provided in the future based on this Agreement, it shall perform all transactions to be made on all its accounts affiliated and to be affiliated to the cards with Password, Customer Number, Card number (transactions like drawing money, spending, getting cash credits etc.) in person and with maximum care and diligence according to honesty and good faith rules in accordance with the legislation that is effective on date of usage and to become effective afterwards, the rules of international card system institutions or other similar institutions applicable worldwide, content of this Agreement, the rules to be determined and announced by the Bank through advertisement brochures or various channels and changes in Agreements to be declared in this way, banking practices and foreign exchange regulations in Turkey and the responsibilities of consequences to arise in case its customer number, card and relevant password or information in scope of security steps are used by another person for any reason, card is falsified and it is used after the expiration date determined by the Bank shall belong to itself, in case the Bank suffers any loss for this reason the responsibility of this shall also belong to itself and it shall compensate and indemnify the relevant loss.

16.10. Any responsibility to arise from the use of a bank card granted to the legal entity and banking transactions in scope of this Agreement by 3rd parties both in ATM and POS devices and with electronic banking applications of the Bank/Intermediary Firm by reason of termination of legal entity status or merging with another legal entity, change in persons employed in the legal entity, abolishment of their signing authorities, their death, dismissal, separation from legal entity in any way shall belong to the legal entity and Bank/Intermediary Firm shall not undertake any responsibility about this.

16.11. The Customer agrees and commits that if repeated or additional credit entry is made in its account by mistake without any basis by itself or third parties via ATM, Dialog, Internet banking and all kinds of other distribution channels for reasons of transactions in scope of this Agreement, this amount may be ex officio accepted return by the Bank/Intermediary Firm without need for making an announcement to itself, if the account balance is not sufficient it may be collected, this amount

may be blocked by the Bank/Intermediary Firm, if it makes a disposition in this balance deliberately or indeliberately, it shall pay this amount together with conventional interest in the highest credit interest rate determined by the Bank/Intermediary Firm and notified to the Central Bank of the Republic of Turkey for its credits and RUSF and BSMV and other financial liabilities to accrue beginning from the date of registration of this amount as receivable in the account to the Bank/Intermediary Firm.

16.12. The Customer agrees and declares that it does not have the right to transfer and assign its rights and receivables/accounts to arise from this Agreement to third parties without written consent of the Bank/Intermediary Firm.

16.13. This Agreement is indefinite. The Customer agrees and commits that the Agreement shall be deemed effective in new transactions unless it raises an objection.

The Bank/Intermediary Firm is authorized to terminate the Agreement by giving a notice 30 days in advance without declaring any reason. Termination by reasons of contradiction with the agreement is not subject to any period.

16.14. If the Bank's Electronic Distribution Channels services or other services start to be provided by another institution on a date to be determined by the Bank and the Customer agrees this, provisions of this Agreement shall exactly remain binding for the Customer since the Customer consents to this possible change of party in advance.

16.15. The Customers commits the accuracy of names, last names, addresses and other communication details and other information and documents to be specified in the application form/Agreement and agrees that the place written next to the following names and signatures is considered as the legal domicile address for fulfillment of the issues included in the Agreement and performance of the necessary notification by the Bank, if any address is not written on the stated place the addresses registered in the address-based population registration system (MERNIS) shall be considered as the legal domicile address and any notification to be made to these addresses shall be deemed as given to themselves, in case of a change in the domicile address they shall notify the said change to the Bank in written form or via Dialog channel within fifteen days, in case of failure in notifying this and registering this change in the MERNIS system any notification to be sent to the address written in the Agreement and to the neighborhood mukhtar the address is registered or all kinds of notifications to be made with the registered electronic mail system by using safe electronic signature shall be valid. The Customer agrees to show an address as the notification address within the borders of the Republic of Turkey and any

notification to be sent to this address shall be valid and bear legal consequences even though the Customer is resident abroad. If the Customer does not notify any change to occur in its signatures to the Bank via public notary or registered and reply paid letter or by signature, the Bank shall not be responsible for any loss to arise from this.

16.17. Relevant provisions of the Law on the Protection of the Consumer are reserved.

16.18. Provisions of this Agreement shall be applicable for Customer's all accounts opened/to be opened in our Bank including those in other branches.

16.19. If there is no instruction received from the Customer for transferring the Principal and accrued interest into a drawing account specified by maturity date of a deposit account and the said Deposit Account is not closed until the close of business;

16.19.1. If the new maturity date of the Customer comes across a weekend holiday and the Customer gave an instruction for shifting this maturity date to the first business day, it shall be deemed as renewed based on the interest rate applicable in the Bank on a new maturity and maturity renewal date,

16.19.2. If the Customer did not give an instruction for renewal of the maturity, it shall be deemed as renewed on the interest rate applicable in the Bank with the same maturity and on the maturity renewal date. In both cases specified above, the right of Customer to claim issue of a payment from the Bank maturity date shall be in an amount to be calculated on the interest rate by date of account opening or extension date if the account has extended.

16.19.3. The Customer agrees and declares that it may open and use deposit/drawing account, investment account in TL or foreign currency by means of internet/mobile Banking, in this case legal regulations and legislative provisions shall be applied for delivery of account books, and it is liable to deliver the account books to the Bank if it closes these accounts.

16.20. The Bank agrees that it shall process the Customer's personal data in accordance with laws and good faith, within the framework of determined, clear and legitimate purposes as accurate and up-to-date if required, as connected with the purpose of processing as restrained and measured and preserve personal data for a period specified in the relevant legislation or required for the purpose of processing. The Bank takes necessary

technical and administrative precautions in order to ensure data security of customer's personal data.

The Customer agrees to submit all kinds of personal data requested by the Bank accurately and up-to-date; it shall immediately notify the Bank in case of a change in the personal data previously notified to the bank, it shall submit personal data to the Bank to an extent requested by the bank and avoid from submitting any personal data unnecessarily.

In case any violations with respect to personal data security occur and the relevant legislation requires notification of this violation to the Customer by the Bank, notification shall be made to the up-to-date communication addresses declared by the Customer to the Bank.

16.21. The Customer agrees and declares that it shall submit all kinds of information and document without delay whole and complete if requested by the Bank with respect to transactions subjected to pre-investigation in scope of the sanction rules it is subject to and/or it ensures control in accordance with the Bank's applicable legislation and/or internal legislation including but not limited to those implemented by the United Nations, European Union, United Kingdom, United States of America and authorized bodies of these organizations and countries, its own declaration shall be essential about accuracy and/or rightness of all submitted information/documents/explanations, the Bank shall not be held responsible for any loss suffered/to be suffered due to determination of existence of potential occurrence of any situation that violates the investigation period to be exposed according to nature of transaction and/or national/international legislation and/or rejection of its claim, it shall issue all the payments made/to be made by the Bank with respect to these transactions upon first request of the Bank immediately, without claiming any defense or objection, current conditions in time of evaluation shall be valid even though a similar transaction was mediated and/or pre-approval for transaction was received, if the return for amount of transaction is considered it may be received from its account and returned to its origin and all kinds of costs/commissions/taxes etc. to arise by reason of return shall be covered by itself without subsequently recoursing to the Bank, even though the amount concerned in transaction is registered in its account the relevant may be remained as blocked without opening for free use until its commitments are fulfilled, the Bank reserves the right to restrict some banking services in cases it finds necessary (prevention of opening account in some foreign currencies, inhibiting foreign currency transfer to third banks, not permitting internet banking/cheque book/credit card usage, accounts, termination of customer relations etc.) all kinds of information/documents/explanations with respect to transactions may be shared by the Bank with relevant authorities and corresponding banks including foreign ones if required, if any information provided in this scope includes personal data it shall fulfill the requirements in scope of legislation applicable for the said personal data and cooperate to ensure fulfillment of the same and/or all personal data transferred to the Bank are accurate by

considering that they may be transferred to domestic and foreign organizations and institutions, they have been transferred to the Bank in accordance with the legislation applied to the said personal data, otherwise all damages to be suffered by the Bank may be recourse to the Customer.

17. Customer Declaration and the Aim of Being a Customer in scope of the Law No. 5549:

- a. The Customer agrees and declare that it acts in the name and on behalf of itself in all kinds of accounts opened and to be opened in the Bank/Intermediary Firm and all transactions to be performed in scope of this agreement, it does not act on behalf of someone else and if it acts on behalf of someone else it shall declare the person on behalf of whom it performs any transaction, identity details of this person in written form to the Bank/Intermediary Firm in accordance with Article 15 of the Law No. 5549.
- b. The Customer declares its aim and nature of being a customer on date when the Agreement is signed in accordance with corporate provisions of Article 5, paragraph 3 of the Regulations on Prevention of Laundering of Crime Revenues and Financing of Terrorism in scope of the Law No. 5549. In case of change on this issue, the Customer shall immediately notify the case to the Bank/Intermediary Firm and submit all kinds of information and documents proving its aim and nature of being a customer to the Bank/Intermediary Firm upon request of the Bank.

DEPOSIT	CREDIT	INVESTMENT INSTRUMENTS	OTHER
☐ Savings Account	☐ Personal Loan	☐ Investment Fund	☐ Safe Deposit
☐ Trading Account	☐ Commercial Loan	☐ Treasury Stock/State Bonds	☐ Card Acceptor
☐ Payments (corporate collections)	☐ Credit Card	☐ Stock Certificates	☐ Insurance
☐ Foreign Trade	☐ Cheque	☐ Public Listing	☐ Other
☐ Wages	☐ Bahrain Branch Credit	☐ Eurobond	
☐ Rentals	\square Other	☐ REPO	
☐ Foreign Transfer		☐ Derivative Products	
☐ Domestic Transfer		\square Gold	
☐ Bahrain Branch Deposit		☐ Other	
□ Other			
□ AII	□ AII	□ AII	□ AII

REAL IDENTITY CUST	TOMER		
IDENTITY DETAILS:			
NAME & LAST NAM	E		
T.R. ID/FOREIGN ID/TAX ID/TRNC ID NO:		0000000000	
DATE AND PLACE O	F BIRTH:	/, (city)	/ (country)
PROXY'S NAME & LA	AST NAME		
PROXY'S CONTACT I	DETAILS		
MULTIPLE CITIZENS	HIP DETAILS:		
NAME & LAST NAM	E		
ID/PASSPORT NO:			
COUNTRY			
DO YOU HAVE US C	ITIZENSHIP?		
DO YOU HAVE GREE	N-CARD?		
ARE YOU A TAXPAY	· ·		
PERSONAL DETAILS			
PROFESSION			
SECTOR TYPE			
BUSINESS TYPE			
EDUCATION STATUS	5		
ADDRESS DETAILS			
SETTLEMENT COUN	TRY		
ADDRESS (DOMICIL	E)		
ADDRESS (WORK)			
CONTACT DETAILS			
HOME PHONE 1	HOME PHONE 2		
WORK PHONE 1	WORK PHONE 2		
GSM PHONE 1	GSM PHONE 2		
E-MAIL ADDRESS 1	E-MAIL ADDRESS 2	@	@
EMERGENCY CONTACT PERSON			
NAME & LAST NAME			
RELATIVITY DEGREE			
PHONE NUMBER			

	LEGAL IDENTITY CUSTOMER	
TAX ID NO.		
MERSIS (CENTRAL REGISTRATION		
SYSTEM) NO		
TITLE ESTADISHMENT COUNTRY OF THE		
ESTABLISHMENT COUNTRY OF THE FIRM		
	COUNTRY:	
HEAD OFFICE ADDRESS	CITY:	
(COUNTRY CITY DICTRICT	DISTRICT/STREET:	
(COUNTRY, CITY, DISTRICT, STREET, NO)	NO:	
	ZIP CODE:	
	COUNTRY:	
MAIL (COMMUNICATION) ADDRESS (PLEASE FILL IF	CITY:	
DIFFERENT FROM THE	DISTRICT/STREET:	
COMPANY'S HEAD OFFICE ADDRESS)	NO:	
ADDRESS	ZIP CODE:	
PHONE		
FAX NO		
E-MAIL ADDRESS		_@
by means of all phone numbers and e-marensure the performance of necessary maproducts and services provided by T. Hall products and services. I have been inform of the channels. YES: NO: I agree, declare and commit that I have converted to the many mutually negotiated and agreed of with the Bank, all Agreement provisions at the Agreement, all information I declare in by hand.	ail addresses I have shared and of arketing activities to utilize opposed Bankası A.Ş. and/or subsidiaries ed that I can renounce this demonstrated by price, costs, commission, taxes are valid without need for separate this Agreement is accurate and another the phrase "I have received or	tic transmission permission to be contacted declared to T. Halk Bankası A.Ş. in order to cortunities and campaigns with respect to es and affiliates and to be provided special and by calling 0850 222 0 400 or by means composed of 17 articles and pages, is and all other provisions of the agreement eately signing and/or initialing every page of I have received one copy of this Agreement in the copy of this Agreement enterprise and the legal regulations.
THE AREA NEEDED TO BE HAND WRITTE PROXY	N BY THE CUSTOMER OR	SIGNATURE
PROXY		

If the Agreement is "to be signed by an underage having mental capacity" the following deed of consent shall be filled and the signature of the parent and the account holder teen shall be received.

I hereby give my consent to opening of a deposit account in the Bank for my son/daughter
and he/she can draw money from this account in any amount
he/she wants, he/she shall be given an ATM card and sign an Agreement with your Bank for this.

ACC	COUNT HOLDER TEEN'S		PARENT/GUARDIAN'S
NAME & LAST		NAME & LAST	
NAME / TITLE		NAME / TITLE	
ADDRESS		ADDRESS	
PHONE		PHONE	
SIGNATURE		SIGNATURE	

Türkiye Halk Bankası A.Ş. Branch	Name & Last Name /Title/Signature	Name & Last Name /Title/Signature

INVESTMENT SERVICES AND ACTIVITIES GENERAL RISK DECLARATION FORM

Important Note

You may not only gain profit but have a loss risk as a result of transactions you will perform in the capital markets. For that reason, you should understand the risks you may encounter in the market and then make a decision by considering your financial status and limitations before deciding to trade.

For this purpose, you need to understand the following issues included in "the Investment Services and Activities General Risk Declaration Form" as specified in Article 25 of "the Notice Establishment and Operating Principles of Investment Institutions" No. III-39.1.

Warning

Please check whether or not the institution you intend to work with has authorization with respect to capital market transactions before starting to trade. You can see the banks and capital market intermediary firms authorized for capital market transactions on www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or www.cmb.gov.tr or <a href="https://www.cmb

Risk Notice

It is very important for you to understand the following issues in addition to the issues specified in "the Framework Agreement" to be signed with the investment institution you will trade with.

- 1. All kinds of legislations and all similar administrative regulatory provisions issued by the Capital Market Board, stock exchanges and clearing houses shall be applied for the account you will make opened in the investment institution and all transactions to be performed on this account.
- 2. Capital market transactions are subject to some risks in various ratios. You may lose all money you have deposited in the investment institution as a result of price movements to occur in the market and even your loss may exceed the amount of money you deposited according to type of transaction you will do.
- 3. You should note that trading with low equity may work not only in favor but also against you due to the leverage effect in transactions like transactions on credit or short selling and in this sense the leverage effect may not only provide high profits but also cause some losses for you.
- 4. You should note that the information and recommendations to be provided for you with respect to transactions you will do in the markets by the investment institution may be deficient and needed to be verified.
- 5. Please note that the technical and basic analysis to be made by the authorized staff of the investment institution with respect to purchase and sale of capital market instruments may vary from person to person and the predictions made in such analyses have possibility of not becoming reality definitely.
- 6. It should be noted that there is an exchange risk in transactions made on foreign currency in addition to above listed risks, there may be loss in value in Turkish Liras base due to currency fluctuations, states may restrict foreign capital and foreign currency movements, may impose additional and/or new taxes, and purchase and sale transactions may not be realized timely.
- 7. You should receive confirmation from your investment institution about all commission and other handling costs you will be responsible before starting your transactions. If the prices are not expressed as money, you should request a written explanation including clear examples concerning how the prices will be reflected on you monetarily. This capital market transactions risk declaration form aims to inform the customer about the existing risks in general and may not include all the risks to arise from purchase and sale of capital market instruments and from practice. Therefore you should make a careful research before directing your savings to such investments.

I agree and declare that I have read and understood all the issues given above; I have signed this Investment Services and Activities General Risk Declaration Form with my free will without prejudice to my rights to claim and action for my losses to arise by reason of fault or negligence of the Intermediary Firm/Bank during the course of implementation of these principles and then I have signed the Agreement and received one copy of the Form.

Note: It is sufficient if the Customer sign t	his form with the statement "I have read and understood".
SIGNATURE	

EXPLICIT CONSENT TEXT WITH RESPECT TO PROCESSING OF PERSONAL DATA-MARKETING AND DATA TRANSFER AND OTHER CONSIDERATIONS

I come to agree with my explicit consent that my personal data obtained by T. Halk Bankası A.Ş by reason of the products and services it provides/will provide to me for the purpose of preparing offers with respect to opportunities and campaigns of T. Halk Bankası A.Ş., the institutions and organizations of which the Bank is an agency and its affiliates/subsidiaries specific for me, contacting me and presenting new product/service offers, creating bank strategies, planning, analysis, event management, risk management, developing bank relations, product and process developments, ensuring safety, execution of legal processes, ensuring customer satisfaction, reporting, statistics and transferring my personal data to domestic and foreign service units and institutions and organizations from which the Bank receives service and its affiliates/subsidiaries.

. •	Law on the Protection o	it this agreement with my explicit consent once the clarification of Personal Data No. 6698 has been fulfilled by T. Halk Bankası A.Ş personal data.
REAL ENTITY CUSTOMER SIGNATURE		

☐ I do not agree