



Document No	16.MHZ.FR.3479	Page No	1/3
Subject	Gold and Silver Deposit Account Agreement		

**AGREEMENT ON
INTERMEDIATION for PURCHASE and SALE of GOLD&SILVER, and CUSTODY TRANSACTIONS, and
GOLD&SILVER DEPOSIT ACCOUNTS**

This Agreement is concluded under the following terms and conditions by and between the Customer, whose name-surname/title is stated at the end, and Türk Ekonomi Bankası A.Ş. ("TEB" and/or the "Bank"), whose Trade Registration Number is 189356 and Mersis Number is 0876004342000105, having its address at TEB Kampüs C ve D Blok Saray Mah. Sokullu Cad. No: 7A – 7B Ümraniye/İSTANBUL, with it web address accessible at www.teb.com.tr, and whose telephone numbers are 0216 635 35 35 (Head Office) and 0850 200 0 666 (Call Center).

I- PROVISIONS TO BE APPLIED TO GOLD DEPOSIT ACCOUNTS

1. a) The Gold eligible to be accepted into gold deposit accounts by the Bank as per the provisions of this Agreement is the gold whose standards are determined by the provisions of legislation, and that is manufactured by domestic and foreign refineries designated in the Refineries List published by Borsa İstanbul, and whose purity is minimum 995/1000 carat. The said gold deposit accounts shall be opened as either term deposit account or deposit account upon physical delivery of the gold bearing the below stated requirements and/or by selling gold to the Customer against remuneration upon his/her related instruction. The Bank shall be free or not to accrue interest for deposit accounts. The Customer hereby agrees with such implementation of the Bank. The Bank is authorized to amend its then current implementation at any time and in any way it deemed appropriate by informing the Customer.

b) The Customer, provided that required documents are obtained, may monitor via internet or other electronic media his/her gold deposit accounts opened within the frame of this Agreement and give instructions via said media to the Bank with regard to sale of gold in his/her account to the Bank and/or purchase of it from the Bank.

2. Gold Delivery to be Made to Account:

The Customer, in case it is understood in the future that the gold delivered by him/her or his/her proxy or third parties to the Bank in order to be credited to account is stolen, fake, or missing weight, or with law purity or its standards are challenged, agrees to immediately change it with an acceptable one upon the first request of the Bank.

3. Gold Delivery to be made to the Customer:

The Customer agrees to comply with the rules of the Bank during delivery and acceptance of the gold in the gold deposit account registered in his/her name and held with the Bank, and agrees to arrange an appointment 3 (three) days prior in order to take delivery of the gold in the account and to fully comply with the working hours to be determined by the Bank and delivery and acceptance days and hours.

4. The Fact that The Bank is Entitled to Return the Gold in Account, in Fungible Good to the Customer

The Customer agrees that he/she consents the gold to be returned by the Bank not in kind but in fungible good, and agrees not to request custody of gold in kind or return of it in kind.



Document No	16.MHZ.FR.3479	Page No	2/3
Subject	Gold and Silver Deposit Account Agreement		

5. The Provisions to be applied to Time Gold Deposit Accounts:

Following provisions shall be applied to Time Gold Deposit Accounts.

a) The Customer, on time deposit accounts, is not entitled to withdraw a portion or whole of the gold he/she deposited or to close the account before the maturity date designated, without a written consent of the Bank. In case the Customer's request with regard to gold withdrawal or account closing before the maturity date is accepted, the interest rate to be applied to gold withdrawn shall be calculated according to time between the dates on which the gold is deposited and withdrawn, and pursuant to current terms and conditions and penal clauses applied by the Bank to time deposit gold, which is allowed to be withdrawn before the maturity date. If interest is accrued before the maturity date and/or the gold withdrawn from the Bank is disposed in any way, then, interest and charges and tax amounts shall be recovered as of the value date of the actual payment without making any payment to the Client, and/or shall be set off from the gold in account or its correspondence in Turkish Lira or Foreign Currency.

b) In case the Customer does not withdraw the gold and its interests accrued in deposit account from the Bank until the end of working hours on maturity date or does not deliver any other instruction of him/her to the Bank, then the Bank may put the gold, which is held in the account, and total amount of its interests not disposed into process with the same maturity or then-current interest rate. The Bank may keep a portion or whole of this gold in a deposit account. The Customer agrees that the Bank may act according to below stated provisions also on next maturity dates.

c) Interests to be accrued to deposit accounts shall be monitored as gold in account. As such, interest of deposit accounts shall be added on main amount by being calculated over the kind of gold the account opened for.

d) The Bank shall apply the then current interest rate to the credit balance of the accounts as a rule by determining it ex officio as per the legislation.

6. Deposit and Time Deposit Gold Accounts Common Provisions

a) The Bank, in case of just cause, may pay principal amount in account and its interests accrued by delivering gold to the Client in portion or in whole, or may pay its Turkish Lira or foreign currency equivalent on the actual payment date after purchasing it. The Bank may pay interest decimals, which could not be paid as gold, to the Customer at the end of maturity term in its Turkish Lira or foreign currency equivalent on the actual payment date. In case the Bank pays the principal amount and its interests and interest decimals in Turkish Lira or foreign currency, the amount to be paid shall be calculated over the purchase price of the gold calculated by the Bank as of the actual payment date.

b) In case the Customer does not extend the deposit account at the end of the maturity term and decides to close it, then he/she shall inform the Bank at least 3 (three) business days prior in writing in order to ensure that the gold to be entrusted by the Bank to him/her can be supplied. Otherwise, the Customer agrees that the Bank shall not be held liable for its failure to deliver on maturity date to the Customer due to its failure to supply the gold. In such cases the Bank is authorized to pay the amount which shall be calculated over the purchase price of the gold by the Bank as of the actual



Document No	16.MHZ.FR.3479	Page No	3/3
Subject	Gold and Silver Deposit Account Agreement		

payment date in Turkish Lira or foreign currency equivalent of the gold after purchasing it, in place of delivering the gold to the Customer.

II- PROVISIONS TO BE APPLIED TO SILVER DEPOSIT ACCOUNTS

7. Generally:

Silver deposit accounts, shall be opened as either term deposit account or deposit account by selling silver against remuneration to the Customer upon his/her related instruction. The Customer may carry out silver purchase and sale transactions as per the instructions to be given by him/her. Physical delivery of silver to silver deposit account shall not be acceptable.

8. The Fact that The Bank is Entitled to Return the Silver in Account, in Fungible to the Customer:

The Customer agrees that he/she consents the silver in his/her account to be returned by the Bank not in kind but in Fungible, and agrees not to request custody of silver in kind, or return of silver in kind.

9. Provisions to be Applied to Silver Deposit Accounts:

The Bank, upon request of the Customer, is authorized to pay the principal amount in the account, in Turkish Lira or foreign currency equivalent of the silver on the actual payment date after purchasing it. In case the Bank pays the principal amount in the account in Turkish Lira or foreign currency, the amount to be paid shall be calculated over the purchase price of the silver calculated by the Bank as of the actual payment date.

10. Interest Charging to Silver Deposit Accounts

The Bank shall be free to or not to charge interest on deposit accounts. The Customer agrees such implementation of the Bank. The Bank is authorized to amend its then-current implementation at any time and in any way it deemed appropriate by informing the Customer.

III- GENERAL PROVISIONS

11. The Customer, in case of disputes arising out of this Agreement, may apply to the Banks Association of Turkey Arbitration Panel, Arbitration Committee for Consumer Problems or Consumer Courts.

12. The Card Holder may receive one copy of this Agreement free of charge during the first year following the issuance date.

13. The Customer may terminate this Agreement by informing the Bank in writing with 15 days' prior notice. In this case, all of the debt shall become due and payable (including installments with future due dates), and all of the debt shall be paid in cash and immediately by the Customer without need of any further notice, and the Customer's liabilities arising out of main debt, interests, commission, fees and all the other ancillary debts shall remain.

14. This Agreement, which is consisting of fourteen(14) articles and 3(three) pages, is an appendix and integral part of the Retail Customer Agreement concluded between the Bank and the Customer. The provisions of the Retail Customer Agreement shall apply for issues not mentioned in this Agreement.



Türk Ekonomi Bankası A.Ş.
Ticaret Sicil No: 189356,
Mersis No: 0876004342000105
TEB Kampüs C ve D Blok Saray Mah.
Sokullu Cad. No:7A - 7B Ümraniye/
İSTANBUL www.teb.com.tr

Document No	16.MHZ.FR.3479	Page No	4/3
Subject	Gold and Silver Deposit Account Agreement		

Name-Surname and Signature of the Bank Authorities

TITLE / SIGNATURE

TITLE / SIGNATURE

The Customer Name- Surname:

Signature:

The Customer will write by hand in this section "I have received one copy of this Agreement by hand."