

Customer's Name/Surname:

TCKN / VKN / YKN

Signature:

Version No

V 0 2 0 1 9 1 2 1 6

Model No

1 9 P A Z F R 3 9 3 4 0 0

### CUSTOMER'S STATEMENT:

I hereby agree and acknowledge that I have read this Agreement and accepted and exchanged all the provisions hereof, I have executed this Agreement by knowing the rights and obligations arising from the Agreement; the information provided by me in the form enclosed hereto is true and correct; and I shall use accounts, to be opened hereunder, only for individual purposes. Furthermore, I hereby ask you to open deposit account in my name based on this signed Agreement. I was informed by the Bank that I should receive my account book during each new account opening. I hereby irrevocably acknowledge that my information such as name, surname, address and bank account number might be written in the sender's details section in SWIFT Messages issued for remittance to correspondent banks. I hereby agree, acknowledge and undertake that I act for and on my behalf and on my account and I do not act for and on behalf of and on the account of third parties with regard to all the accounts opened and to be opened with the Bank hereunder and all the other services offered by the Bank and in case I act for and on behalf of and on the account of third parties, I shall immediately notify the Bank in writing for and on behalf of and on the account of whom I act and the ID details of this person as per Article 15 of Law No. 5549 on Prevention of Laundering Proceeds of Crime and Regulation on Measures Regarding Prevention of Laundering Proceeds of Crime and Financing of Terrorism under this article. I hereby acknowledge and undertake that as per the aforesaid Regulation on Measures Regarding Prevention of Laundering Proceeds of Crime and Financing of Terrorism issued by the Ministry of Finance and entered into effect on 01.04.2008 the information I provided with identity cards and other documents as well as Customer Introduction Form / Customer Application is true, correct and complete; and I shall indemnify any and all loss of the Bank due to any false, incorrect and incomplete information; the cash and capital market instruments deposited or to be deposited by me to my account(s) are not "crime revenues" as per Article 282 of the Turkish Criminal Code and not generated from acts and activities arising from Crime on Laundering of Criminal Asset Values. I hereby undertake that as per Public Financial Management and Control Law No. 5018, for the purposes of collective customer salary account opening, by the way of collective customer acceptance, for the personnel of public or governmental authorities or professional organisations with public institution status or any legal entities, institutions or enterprises employing more than 100 employees, I shall submit my original Identity card to the Bank within no later than 3 (three) months as of the account opening date. I hereby irrevocably agree, acknowledge and undertake in advance that in case of my failure in submission to the Bank of my identity card and evidentiary address confirmation documentation I have undertaken to submit within the aforementioned statutory periods, the Bank shall not bear any liability and all the legal and penal responsibility which the Bank is to be exposed due to failure in submission of the same shall be attributed to me; and I shall indemnify and hold harmless the Bank against all the losses to be suffered by the Bank for this reason. I hereby additionally agree and acknowledge that in addition to the notification address /addresses I informed hereunder, any notice or notification to be served to my MERNIS/KEP address by your Bank shall be considered to be effective within the scope of the provisions hereof. Pursuant to the relevant legislation, account books are documents legally proving the existence of the customer account for the acceptance of deposit or participation funds in the Bank and we have been informed by the Bank that during each account opening, it is beneficial for us to receive the account book.

### To be filled in the Retail Customer.

Customer Name / Surname:

Turkish ID No:  Application Date:  /  /

Signature:

This area has been left for the Customer to write with his/her handwriting the following:  
"I have been delivered  
by hand a copy of the Agreement  
And its annexes"

This section will be filled by the Bank. (Only for use by the Bank, you are not allowed to fill in this section).

Branch Code: \_\_\_\_\_ Customer Mobis No: \_\_\_\_\_

Türk Ekonomi Bankası A.Ş.

Türk Ekonomi Bankası A.Ş.

Director



Director



# BARKOD

Version No

V 0 2 0 1 9 1 2 1 6

Model No

1 9 P A Z F R 3 9 3 4 0 0



# TEB

# RETAIL CUSTOMER AGREEMENT



This Retail Customer Agreement (the "Agreement") is hereby entered into by and between the parties, the name-surnames/commercial of whom are given at the end of this Agreement under the following terms and conditions.

## 1- BASIC PROVISIONS

### 1.1. Information

1.1.1. The Customer is hereby delivered a copy of this Agreement signed by and between the Customer and the Bank.

1.1.2. Provisions hereof shall cover all the accounts opened and to be opened with all the branches of the Bank in the name of the Customer.

1.1.3. Execution of this Agreement by the Customer shall not put the Bank to offer all of the banking activities within the scope of the Agreement.

### 1.2. Customer's Obligation to Cooperate

1.2.1. The Customer shall immediately notify the Bank in writing of any changes made in time in the formation provided by the Customer to the Bank including but not limited to name, surname, telephone, address, marital status, disqualification, restriction, authority/signatory, dismissal of power and the information provided in the Retail Customer Application Form and other application forms relating to the Bank's products and deliver the Bank any documents relating to these changes, which may be required by the Bank and are duly and properly issued.

1.2.2. The Customer hereby agrees to submit any kind of identity information and documents required by the Bank from the Customer with regard to the transactions hereunder as per the Law No. 5549 on Prevention of Laundering of Crime Revenues and the related regulations. The Bank may request the presentation of an identity card or another official identity document from the Customer at each transaction. In case of joint accounts, the identification shall be verified for each beneficiary individually.

1.2.3. Assets deposited and to be deposited in the Bank should definitely be deposited in the name and on the account of the real owners/holders. The Customer hereby agrees and undertakes to act on his behalf and on his own account and not to act for and on behalf of third parties in any and all accounts opened with the Bank, in case he acts for and on behalf of third parties, the Customer hereby agrees to notify the Bank in writing for which account and for whom he acted, as per the Law No. 5549 on Prevention of Laundering of Crime Revenues and the related regulations. Additionally, the Customer hereby agrees to immediately notify the Bank in writing the identification details of the real persons or the legal entities' real person signatory or signatories for and on behalf of whom the Customer acts.

1.2.4. The Customer hereby agrees that due to "sustainable business relation" established/to be established with the Bank for the services to be rendered within the scope of this Agreement and hereby agrees and undertakes to submit to the Bank any document evidencing his address during or before supply of any of the services hereunder (certificate of residence or any invoice regarding any service which requires subscription such as electricity, water, natural gas, telephone and issued in the name of the Customer within three months before the transaction). The Customer hereby additionally agrees to notify the Bank of his address change and submit to the Bank the document confirming his address as of the change of address at the time of or before establishment of sustainable business relation. Furthermore, the Customer hereby agrees and acknowledges that in addition to the legal notification address/addresses to be informed to the Bank, any notices and notifications to be served by the Bank to MERNIS address or KEP address, if any, of the Customer, shall be considered valid. The Customer hereby agrees that any and all legal and penal responsibilities arising out of failure in submission of the required documents would be attributable to the Customer himself; and, the Bank has the right to not to perform the transactions and to terminate the existing agreements.

## 2- ACCOUNTS

### 2.1. In General

2.1.1. In any and all withdrawal and depositing transactions from and to all kinds of accounts of the Customer; in case of withdrawal transactions regardless of whether the transaction is made at the Bank branches or via Alternative Distribution Channels, the value date of the transaction shall be the same business day, if conducted on any business day, or in case of withdrawal on holidays, the value date shall be the next business day and in case of depositing transactions, the value date shall be the next day following the date of the transaction.

2.1.2. In case of fractional numbers in calculation of interests, values between 00-49 shall be rounded down to the nearest whole number and the values between 50-99 shall be rounded up to the whole number. (e.g. 1.2549 -> 1.25; 1.2550 -> 1.26).

2.1.3. It is beneficial for the Customer to get an account book from the Bank through the branches since the account book is an evidentiary instrument legally evidencing the existence of the Customer's account with regard to deposits or participation funds. At the time of account opening, the Customer shall be submitted with an account book by the Bank. If the Customer does not seek submission of the account book to himself, he shall be obligated to notify such intention in writing to the Bank.

2.1.4. In case a demand deposit account is opened with the Bank for the Customer with regard to the credit agreement entered into by and between the Bank and the Customer and such demand deposit account is not used for any transaction other than the credit payments, then the Bank shall not collect any account maintenance fee from the Customer. In case there is no balance in the account after the loan is closed, the account will be closed by the Bank. Upon closing of the credit, the Customer hereby agrees, acknowledges and undertakes to apply to the Bank for closing his demand deposit account and transfer of the balance, if any therein, to any other account by remittance, money order or EFT according to his instructions.

## 2.2. Insurance of Deposits

Saving Deposit Accounts opened in TRY by any real person with the domestic branches of the Bank and gold depot accounts and Foreign Exchange accounts in the form of saving deposit accounts are under the insurance coverage up to TRL 100,000.- (A Hundred Thousand Turkish Liras) as per the provisions of the "Regulation on Premiums to be Collected by Deposits and Participation Funds and Savings Deposits Fund Subject to Insurance.

## 2.3. Prescription of Deposits, Custody and Receivables

All kinds of deposits, capital market instruments, assets and receivables held in custody of the Bank, and even if a check book is not delivered, the amount kept in the Deposit Account opened in the name of the Customer having check book until the end of prescription time, and which are not demanded or withdrawn for any statutory period defined in the related laws and regulations, starting from the recent claim, transaction or written instruction of the Customer, shall be time-barred and this prescription shall be notified or announced by the Bank in compliance with the related laws and regulations. The Bank shall warn the right holders by a return receipt registered mail until the end of January of the subsequent calendar year that if they have not recoured to the Bank for all and any types of deposits, participation funds, assets in custody and receivables which are equal to or above 50 (fifty) Turkish Lira and are time-barred within the recent 1 (one) calendar year, the accounts will be transferred to the Fund. Both the said deposits, participation fund, assets in custody and receivables, and all kinds of other deposits, participation funds, assets in custody, and receivables which are below 50 (fifty) Turkish Lira which were listed shall be published in the Bank's own internet website for a period of 4 (four) months starting from the beginning of February. The publishing of these lists in the Bank's own internet website shall be advertised and publicized by the Bank in 2 (two) daily nationwide papers out of top five papers with the highest circulation listed under the Press Agency for 2 (two) days through Press Agency until the 15th (fifteenth) day of February. Lists published on the website shall separately and concurrently be sent by the Bank to the Associations of Corporations and the Fund. The Associations and the Fund shall publish these lists in consolidated form on their own website until the end of May. All kinds of deposits, participation fund, assets in custody and receivables declared to be time-barred as above shall, if not demanded by the right holder or his inheritors by the 15th (fifteenth) day of June, be, together with the interests and dividends will be transferred to the accounts of the Fund, opened with the Turkish Central Bank or to the accounts with the banks to be specified by the Board of the Fund. The Bank which is obliged to transfer the said account, assets in custody and receivables, is obliged to notify the Fund of the situation, including a list, which states identity details, addresses and rights together with the interests and profit shares of the beneficiaries accrued thereon within one week after the date of transfer. The relevant deposits, participation funds, assets in custody and receivables together with the interests and profit shares accrued thereon are retained as income by the Fund as of the date of transfer. Transfer and related detailed operation of the time-barred deposits may be learnt from [www.tmsf.org.tr](http://www.tmsf.org.tr).

## 2.4. Deposit Accounts

The Deposit Account refers to accounts for which no maturity is specified beforehand and from which the Bank may pay any amount upon demand by the Customer. The Customer, upon his/her requests is entitled to withdraw amounts in his Deposit Accounts at any time provided that provisions of the Turkish Civil Code regarding liens and rights of retention and provisions of the Law of Obligations on transfer and assignment of the receivables and on clearance as well as authorities and obligations enforced by the other laws are reserved.

## 2.5. Time Deposit Accounts

2.5.1. Time Deposit Account refers to any account in which any principal amount specified by the Bank not to be less than the limit announced by the Bank is deposited and on which interest is accrued by the Bank on a maturity date and at an interest rate specified before by the Bank. In case of withdrawal of any sum from the deposit accounts, the Bank shall be free to accrue or not to accrue interest on the amount withdrawn and/or balance of the account or if accrues any interest, to apply the interest rate that is applicable for the Deposit Accounts as per the related laws and regulations and to determine different rates of interests at the time of withdrawal and based on the withdrawn amount. The Bank is also entitled not to open Time Deposit Account for amounts less than the specified limit.

2.5.2. The Bank may apply variable interest rate to the time deposit accounts with maturities longer than 6 (six) months within the related laws and regulations.

2.5.3. In time deposit accounts, the interest rates to be applied which shall not be exceeded the maximum rates and amounts to be determined according to the pertinent articles of the Banking Law and depending on the type and kind of account shall be announced by the Bank and such interest rates may not be changed until the end of their maturity.

2.5.4. In time deposit accounts, in case the account is not closed until the close of business on the maturity date, it shall be deemed to have been renewed with a new maturity and the interest rate applicable to the Bank at the date of renewal if the end of new maturity coincides with a weekend holiday and a separate instruction is given for the postponement of this maturity to the next business day, with the same maturity if no instruction is given by the Customer in connection with the renewal of maturity, and over the interest rate valid as of the date of renewal.

## 2.6. FX Accounts (Foreign Exchange Accounts)

2.6.1. Save for the provisions of the related laws and regulations and unless otherwise instructed in writing by the Customer, sums deposited in any currency other than the currency of the account opened shall be converted to the currency of the relevant account by the Bank. Furthermore, the Bank shall be free to leave the relevant sum in the initial currency as it was deposited and, if required, to open another account for this purpose under the same conditions. In such transactions, the Bank may apply its own current Foreign Exchange rate effective at the time of transaction within the frame of the related laws and regulations. Additionally, unless otherwise instructed in writing by the Customer, the Bank may not meet the demands for payment in any currency other than the currency of the account opened and the Bank may even refuse requests for payment in any currency other than the currency of the account.

2.6.2. The Customer hereby agrees that the loss to arise out of conversion of the Foreign Exchange during the remittance to be made between Foreign Exchange Deposit Accounts would be covered by him; and that the TRY amount corresponding to the difference between the currency rates and the said losses and the Banking and Insurance Transactions Tax (the "BITT") arisen out of this transaction would be debited to TRY or Foreign Exchange Deposit Accounts of the Customer. The Customer hereby agree that in case check is drawn on his Foreign Exchange Deposit

Account opened with effective rates of the foreign currencies having different effective rates and Foreign Exchange buying rates, the difference arising out of the conversion would be paid from the Foreign Exchange Deposit Account.

2.6.3. The Bank may liquidate and discharge all of its debts arising out of an account opened in Foreign Exchange by sending the Customer a payment order issued in the relevant Foreign Exchange and drawn to the foreign branches or correspondent banks of the Bank.

2.6.4. If permitted by the Bank, the Customer may make disposition on the account balances in Foreign Exchange only by a check drawn on the Bank or a written instruction.

2.6.5. The Customer may give foreign currency buying and selling orders by fax, telephone, electronic mail or other electronic media including electronic transaction platforms hereunder. Even if the buying and selling orders given by this way are not prepared in writing additionally, these buying or selling instructions shall be deemed to have been issued by the Customer and to represent the real will of the Customer.

2.6.6. The Customer is obligated to prepare written form of the foreign currency buying and selling orders which were verbally given by him on the same day.

2.6.7. In case (i) no price is stated in the Customer's buying or selling order, it will be considered that an open price is given (ii) if no validity term is stated in the Customer's foreign currency buying or selling orders, it will be considered that the order is valid on the date of issuance.

2.6.8. The Bank is entitled not to partially or entirely accept foreign currency buying and selling orders given by the Customer. The Bank shall not be responsible for any loss arising out of failure to transact the relevant orders.

## 2.7. Bills of Exchange Presented for Collection

2.7.1. The Customer shall be responsible from the validity control of the bills of exchange presented to the Bank for collection. The Bank shall not be held responsible for the bills of exchange which does not have the legal requirements, or for any scrapings, erasures, marginal notes or additions on the bills of exchange, or for forged signatures or frauds, and for the control of the bills of exchange in respect of the abovementioned issues.

2.7.2. The Customer hereby agrees to pay in advance the expenses relating to the bills of exchange submitted for collection and the Bank shall not be responsible for failure in completion of collection/protest and these costs shall be debited to his account.

2.7.3. The Customer hereby agrees that the Bank shall not be held responsible for delays and losses in the post during sending bonds/letters of exchange or checks - presented by the Customer for collection - to the drawer/correspondent bank(s) or return of the same to the relevant branch, which cannot be attributed to the Bank; for incomplete or missing items on the bonds/policies; for delivery of the same to the Bank 15 (fifteen) days or less prior to their due dates; and in case these bonds/letters of exchange are to be collected through the correspondent banks, for failure to protest the same since there is not enough time between the date of presentation and the due date; and for failure to transact the checks, since legal and obligatory items are incomplete and missing or the bonds/letters of exchange or checks are presented before completion of the endorsement.

2.7.4. The Customer hereby agrees that the checks presented to the Bank for collection through the Interbank Check Clearing House of Turkey and the checks drawn in the Foreign Exchange and paid by the drawee banks with which the Bank reciprocally executes "Agreement on Collective Collection of Foreign Exchange Checks" bounce at the time of collection, it authorizes the Bank to complete all the transactions required to be carried out as per Paragraph 4 of Article 3 of the Check Law No. 5941 and to sign for completion of the bouncing transaction in the name of the Customer and the Customer shall not raise any objection against the Bank on this matter.

## 3- BANK CARD REGULATIONS

### 3.1. BANK CARDS

3.1.1. Upon signing the contract, a bank card which is attached to the deposit account is sent to the Customer.

3.1.2. The Bank Card Holder can withdraw and deposit cash to/from ATMs of the Bank, Visa, MasterCard, TROY or other common use systems and make purchases from Point of Sale Terminals (POS) and will be able to use the Alternative Distribution Channels and perform banking transactions through using the pin code (PIN-Personal Identification Number) which will be set by himself at the Bank branches through a method to be determined by the Bank.

3.1.3. The Bank Card Holder accepts and declares that;

3.1.4. The value date is the same working day for withdrawals and deposits during the week and the previous working day for withdrawals on holidays, and the next business day for deposits, transfers to be made from alternative delivery channels can only be performed from the account (available cash) through remittance.

3.1.5. The Bank may set "standard limit" for the transactions to be conducted by the Bank Card Holder from the domestic and international ATMs and POS with his card, and/or "limit per transaction" for domestic and international cash withdrawal and shopping transactions, the card holders can change their limits within the maximum limit determined by the Bank. In addition, the Bank may notify the Bank Card Holder of any changes to these limits through the permanent data custodian.

3.1.6. The Bank Card Holder may request supplementary cards on behalf of third parties, depending on the deposit account he owns through the channels determined by the Bank.

3.1.7. The Bank Card Holder, who has a joint account with individual and/or single signature authorization, can define Bank Card(s) to his joint accounts. However, holders of joint accounts with joint signature authority cannot identify their Bank Card(s) to their joint account.

3.1.8. Card Holder must keep the password and card number confidential and to preserve the card and the password information required for the use of the card securely and to take the necessary precautions to prevent others from using this information. The Card Holder must immediately notify the Bank by calling the Bank's Call Center or applying to the closest branch of the Bank if they are lost or stolen, or if he learns of any transaction that occurred against his will. The Card Holder's liability from the losses incurred as a result of the unlawful use of the card which occurred twenty-four hours before the notification of loss and stolen card will be limited with One Hundred and Fifty Turkish Liras unless otherwise is regulated. However, if the unlawful use is based on gross negligence or intention of the Card Holder or in case of failure to

notify, the above limitation shall not be applied and the Card Holder shall be responsible for all expenses incurred within twenty-four hours prior to the notification due to failure to notify. The Card Holder has the right to request that an insurance is made for the amount of the legal liability arising from the damage caused by the unlawful use which occurred twenty four hours before the notification, provided that relevant insurance premium is paid and upon request of the Card Holder, and provided that the liability premium to be calculated over the amount of the above-mentioned one hundred and fifty Turkish Liras is made, an insurance can be made by the Bank. In the event of a lost and/or stolen card notification, the card will be cancelled by the Bank and if the card is found later, the card will not be used.

3.1.9. The cards with TROY logo, which is a national card system established and operated by Interbank Card Center Inc. ("BKM"), cannot be used abroad, and can only be used in domestic ATMs, POS devices and domestic sourced electronic commerce sites. These conditions can be changed by BKM.

3.1.10. The Card Holder agrees to use the cards in accordance with the rules determined/to be determined by the national / international card organizations to which the Bank is a member/to become a member and the provisions of the Agreement and to be subject to the rules of these institutions.

3.1.11. The card is sent to the address specified by the Card Holder in the Contract / Application Form or delivered by the Branch. The responsibility of the Card Holder and /or the Supplementary Card Holder starts from the moment that the card holder receives the possession of the card or for the intangible cards, the number of the card becomes known by the card holder. In cases where the Supplementary Card Holder is a minor, the delivery of the card to the Card Holder will have the same effect as it is delivered to the Supplemental Card Holder.

3.1.12. The Card Holder accepts that the ownership of the cards belongs to the Bank, and in case of justifiable reasons, to return the cards to the Bank immediately; the Bank may stop the use of the cards, the cards may be seized by the Bank, ATM, national/international card organizations, or through Merchants.

3.1.13. Any and all documents and records of the Bank, and to the extent relevant to the transaction-any and all documents and records of national/international card institutions, and Interbank Card Center A.Ş., Credit Reference Agency A.Ş., are deemed to be the documents set forth under Article 68/1 of the Execution and Bankruptcy Law.

## 3.2. FEES, COST, COMMISSIONS AND TAXES FOR BANK CARDS

3.2.2. The Card Holder accepts that the fees, charges and commissions defined in the Agreement and the amounts, which are stated in the Costs, Commissions and Fees List, which is an annex and an integral part of the Contract can be increased in cases where a notification is made by the Bank in accordance with the relevant legislation or by request in cases required by the legislation. The costs defined in the Agreement and the amounts stated in the Costs, Commissions and Fees List are not refundable after the card is received by the Card Holder and a partial refund cannot be requested.

The Bank accepts that it is authorized to collect the amounts defined in the Bank's Cost, Commission and Fee List, which is defined in the Agreement and which is an integral part of the Agreement, by debiting the Card Holder's deposit account, to the overdraft account in case a clear instruction is required and if requested or to the credit card account if applicable.

3.2.3. Card Renewal Fee: The Card Holder agrees to pay the card price announced by the Bank for the new cards and supplementary cards to be issued in case the card expires, is lost or stolen, provided that it is more than two times in the same calendar year. Worn, damaged and shredded cards that cannot be used can be changed if it is delivered to the Bank and if more than two renewal requests are made within the same calendar year the card can be changed in exchange for the payment of the renewal fee. 3.2.3. Kart Yenileme Ücreti: Kart Hamili, aynı takvim yılı içerisinde iki defadan fazla olmak kaydı ile kartın süresinin dolması, kaybolması veya çalınması halinde yeni verilecek kartlar ve ek kartlar için Banka tarafından ilan edilen kart bedelini ödemeyi kabul eder. Kullanılmayacak derecede yıpranmış, zedelenmiş ve parçalanmış kartlar Banka'ya teslim edilmek ve aynı takvim yılı içerisinde iki defadan fazla yenilenme talebinde bulunması durumunda yenileme bedelinin ödenmesi karşılığında değiştirilir.

3.2.4. Cash Withdrawal / Balance Asking Fee from the ATMs of the Member Banks of the Common ATM Sharing: The amount received upon Customer's approval through seeing on the screen per transaction for cash withdrawal / balance asking transactions from the ATMs of the member banks of the Common ATM by using the card holder's card.

3.2.5. Cash Currency Withdrawal Fee: It is the fee/commission amount specified in the Cost, Commission and Fee List which is an annex to and an integral part of the Agreement and collected from each amount in cash when a cash is withdrawn in a foreign currency from foreign/domestic ATMs having the relevant emblem by using the Card Holder's Card. The fees / commissions specified and the taxes to be applicable to this will be debited to the TRY deposit account of the Card Holder through converting them into Turkish Lira (TRY) at the Bank's foreign exchange selling rate applied to the foreign currency subject to the transaction at the date of the transaction.

3.2.6. The Customers can make the applications for the disputes arising out of this Agreement to the Arbitral Committee of Banking Association of Turkey, Consumer Arbitration Committee or the Consumer Court.

3.2.7. The Card Holder may obtain a copy of the Agreement free of charge from the Bank within the first year after the date of issuance.

## 4- PROVISIONS ON REMITTANCE TRANSACTIONS

4.1. Remittances ordered by swift, fax or telegram additionally require confirmation by a signed letter or a cyphered swift message, fax or telegram to be sent by any branch or any approved correspondent bank of the Bank. The Bank shall transact the duly issued payment order through its own abroad branches or correspondents.

4.2. It is essential that the remittance order shall be sent unconditionally or without any information attached thereon excluding the cases obligated by the related laws and regulations; and explanatory information/condition set forth in the remittance order by the sender shall not cause the Bank to become a party to the relations between the Parties.

4.3. Any kind of remittance to the Customer's account and deliveries made by the third parties shall be accepted by the Bank in the name of the Customer or credited to the Customer's account opened or to be opened with the Bank without a further notice to the Customer.

4.4. In case of remittance between the accounts of the Customer or in case any amount is deposited to the Customer by third parties for and on behalf of the Customer upon clear instruction of the Customer, no transaction fee or brokerage fee is collected by the Bank.

## 5- PROVISIONS ON AUTOMATIC / REGULAR PAYMENTS

5.1. Any and all payments to be made by the Bank to related institutions and persons upon the instructions of the Customer shall be performed within the framework of the principles unilaterally determined/to be determined by the relevant institutions and persons with regard to the late payment, fines, partial payment, transfer fee, deposit etc.

5.2. The Customer may give automatic money transfer/automatic payment instructions by filling and signing and submitting to the Bank instructions/forms including sufficient information for his invoices and similar payments required to be paid automatically/regularly from the account of the Customer and also by benefiting from internet and telephone banking services of the Bank. The Customer shall be obligated to immediately notify the Bank of any change in the information set forth in the instruction/form submitted to the Bank. Otherwise, the Customer accepts that the Bank is authorized to transact according to the information set forth in this instruction/form.

5.3. The Customer hereby agrees to make available required amount of balance in his account until 24.00 1 (one) day prior to the money order date set forth in his instruction in order that the money order is to be made on the date specified.

5.4. With regard to the money transfers, subject matter of the automatic payment, in case the sum required to cover the total amount of the money order as well commissions, taxes and expenses is not available in the account each time, the money transfer shall not be performed.

5.5. The Customer hereby agrees and undertakes that the Bank is authorized to obtain any and all information and documents or their copies with regard to the Customer from the institutions, informed by the Customer during his application with the Bank, to enter into its records and system, use as required by the services and notify the same to the official and private legal entities in order that the services, subject matter of the automatic/regular payments, would be offered in a sound manner.

## 6- ALTERNATIVE DISTRIBUTION CHANNELS

### 6.1. In General

6.1.1. The Customer is liable not to disclose to any third party private User Name/Code, PINs, passwords, ciphers, given to the Customer by the Bank or specified by the Customer himself to transact through all the Alternative Distribution Channels. In order that the Customer benefits from the electronic banking services in the most secure manner, the Customer himself is required to have necessary equipment and software program (minimum update programs such as firewall, antivirus programs, internet protective shield programs etc.) and not to make use of services supplied by or via the internet sites, which are false, unsecure and save personal information without authorization (failing to ensure connection of "https" format and/or not having minimum security level of 128 bites SSL) and computers and connection points in the public places (computers at internet cafes and unsecure wireless access networks).

6.1.2. The Bank shall give a password exclusive to the Customer and fulfil the instructions given by the Customer using his own password without the need for searching the identity of the person without the need for waiting for a written instruction. In case of joint accounts, each person may have individual password or joint password.

6.1.3. In case of change of the mobile phone number of the Customer, informed to the Bank for the use of the Alternative Distribution Channels and in case of theft or loss of the SIM Card of the Customer's mobile phone, then the Customer is required to immediately notify the Bank.

6.1.4. The Customer gives his consent to disclosure to the Bank of the information on mobile phone number - used by the Customer to access in the services and applications rendered by the Bank for the mobile phones - for use as a security item enabling identification of the Customer benefiting from the aforesaid applications via mobile operator systems of which it is the customer.

6.1.5. The Customer hereby consents that all the information given on the preliminary application screen would be transmitted to the third parties, being other parties to the mobile signature application.

6.1.6. The Bank may determine the highest transaction amounts during the day and/or transaction basis and upper limits with regard to transfer of the Customer's assets to other accounts separately for each Alternative Distribution Channel and change the same upon announcement, if required.

6.1.7. The Customer hereby agrees and consents that the Bank shall take all the measures it deems necessary for efficient performance of the service and all the communications by and between the Bank and the Customer might be recorded by any auditory and visual systems.

### 6.2. ATM Transactions

6.2.1. The Customer may carry out banking transactions, permitted by the Bank, through ATMs of the Bank without using any Bank Card by using his mobile signature.

6.2.2. In case of cash withdrawals with an identifying number (card number, customer number, ID Card number, mobile telephone number etc.) which enables cash withdrawals without any Bank Card/Credit Card or physical card, the value date shall be the same business day; in case of depositing transactions, the value date shall be the business day following the transaction date.

6.2.3. The Customer hereby agrees that in the event that overpayment to the Customer is noticed and detected in any way by the Bank, the Customer shall return the surplus and pay default interest to be accrued from the transaction date until the return date at the interest rate applicable to the short term credits by the Bank at that time.

### 6.3. Services Provided Through Electronic Media and Mobile Banking

6.3.1. Services provided through electronic media is a transaction possibility offered to the Customer for connecting to the Bank via electronic media by means of technologically improved equipment and for giving instructions via electronic media and performing and inquiring transactions on his accounts and other transactions to be offered by the Bank subsequently by using customer/user name, password and other security items transmitted exclusively to the Customer by the Bank or sent to the Customer through SMS or other means by the Bank.

6.3.2. The Customer hereby agrees that in case the Customer is allocated a special device by the Bank to send a password to the Customer, in case the Customer loses the device or the device is stolen, the Customer shall immediately notify the Bank for cancellation and shall not hold in any case the Bank responsible for any transaction held via the Internet and transactions held on the account of the Customer from the date of theft/loss until the date of cancellation and shall not raise any claim or right against under the titles of pecuniary and non-pecuniary damages.

6.3.3. The Bank's offering the Customer services in this respect shall not constitute any undertaking to the Customer on supply of hardware and software.

#### 6.4. Telephone Banking

6.4.1. The services hereunder may also be offered to the Customer through telephone. The Bank is entitled to change the existing telephone numbers and announce a new telephone number by appropriate means and methods. The Customer consents that the Bank takes any and all necessary measures to ensure efficient performance of the services and the communications by and between the Bank personnel and the Customer shall be recorded by any kind of record.

6.4.2. The Customer hereby authorizes the Bank to perform the transactions, subject matter of the instruction, such as money order, remittance to his own accounts and third parties upon the instructions to be given verbally on the phone.

6.4.3. The Bank is entitled not to start the transaction in case of failure to make a reliable and sounder telephone conversation.

#### 7- PROVISIONS ON REPO (REPURCHASE) AND REVERSE REPO (REVERSE REPURCHASE)

Transactions of repurchase ("repurchase") or purchase by the Bank with the Customer shall be subject to the regulations of the Banking Regulation and Supervision Agency ("BRSA") and the transactions shall be conducted in accordance with the said regulations.

#### 8- TERMINATION OF AGREEMENT AND CLOSING OF ACCOUNT

8.1. The Customer may terminate this Agreement by serving a 1 (one) month prior written notice without being obligated to show any reason. In case of termination of this Agreement by the Customer, the Customer undertakes to close all of his/her accounts held with the Bank. The Customer's request for closing shall include all products provided by the Bank including bank card, credit card/s and all other products of the Bank. At the expiry of the 1 (one) month period following the Customer's termination notification, all accounts of the Customer will be closed and all products provided to the Customer will be cancelled by the Bank without any further document or request. The consumer loans utilized from the Bank and the accounts opened for the repayment of consumer loans are not under the scope of this Agreement; and they will remain open until the consumer loan outstanding risk is closed.

The Bank may terminate this Agreement by serving 2 (two) months' prior written notice without being obligated to show any reason. In case of termination of this Agreement by the Bank, the Customer undertakes to close all of his/her accounts held with the Bank. In case the accounts are not closed, the Customer accepts that all of the remaining balance of the accounts may be subject to set off for the mandatory costs arising from the products provided by the Bank; that he/she will not raise any objection to that regard; that the bank card and credit cards will also be closed and all products provided to the Customer will be cancelled by the Bank at the expiry of this period.

8.2. Where the Customer fails to fulfil his obligations hereunder, or where the identification and identity verification procedure required to be completed by the Bank under the legislation in force could not be performed due to the suspicion on the adequacy and accuracy of the identity information, where the Customer fails to provide the documents/information/statements the Bank requires or will require from the Customer under the scope of local or international obligations, or where the Customer provides such documents/information/statements in a missing/erroneous/misleading way; or where the Customer does not notify the Bank of any changes in writing in due time, where the Customer fails to act against the legislation in force, where the Customer abuses the services rendered by the Bank hereunder, where the services offered by the Bank are obstructed in an unbearable manner, where the Customer is conducting behaviors which disturb the peace within the units of the Bank or where the products/services/accounts subject to the Agreement are not used for a period of 1 (one) year as of the last transaction date and the balance remains below the minimum balance specified by the Bank and for any other just reasons including but not limited to the aforesaid reasons, the Bank, without giving notice to the Customer, may close the accounts of the Customer, terminate and/or cancel the use of the products owned by the Customer, and may temporarily suspend or completely terminate the legal relationship with the Customer by not providing services to the Customer.

When the Bank terminates the Customer's indefinite term consumer credit for the reasons listed in this article with a just cause, the Bank shall notify the Client in writing or with a permanent data register without any notice period of termination and reasons. If notification is not possible prior to termination, this notification shall be made at the latest immediately after termination.

Where the Customer, cannot pay the debts arising from the transactions, products and services subject to the Agreement and other debts owed to the Bank, where the Customer is being followed by the Bank due to other transactions, being subject to legal proceedings by third parties, his/her bankruptcy is requested, his/her bankruptcy is postponed, became bankrupt, request concordat, the Bank, by giving notice to the Customer, may close the accounts of the Customer held with the Bank, terminate the products/services, request the complete payment of the debts with accessory obligations and terminate the Agreement unilaterally.

8.3. In case the Agreement is terminated by one of the Parties or ended for any reason, all the debts shall become due and payable including future instalments not due yet, and the entire debt shall immediately be paid in cash by the Customer without any need for further notice; all the responsibilities of the Customer regarding the payment of the principal, interests, commissions, fees and other ancillary items shall remain in force until the payment of the debt in full. The relevant provisions of the Agreement shall remain in force until the receivables of the Bank are fully recovered.

8.4. In case of a Customer request for preliminary injunction and precautionary assessment from the legal authorities due to Customer's debts hereunder, the Bank is authorized to fulfil such request without being obligated to provide security. However, if any security is requested by the courts, any and all commissions and charges arising out of the letters of guarantee shall also be paid by the Customer.

8.5. The Customer hereby agrees that in case the branch with which the Customer's account is opened is closed or transferred to another Branch upon notification of the Customer, the Bank shall be authorized to transfer the balance to a new account to be opened under a new account number in the name of the Customer with the branch where the accounts are transferred and that this new account shall be subject to the provisions of the Agreement under the same terms and conditions.

8.6. The Client shall not use the accounts opened by the Bank, the banking products used by the Bank and the banking services, the Credit Card and Bank Card issued by the Bank and the accounts to which these cards are linked to, for illegal betting and chance games. If the Bank finds or suspects that the Customer has acted in violation of this obligation, the Bank may, without prior notification and further instructions from the Customer, may close all the accounts of the Customer with the Bank, may close off the use or cancel the Customer's Bank Card and/or Credit Card; by closing off all the products used by the Customer, maturing all the debts of the Customer to the Bank, terminating all the services provided to the Customer. The Bank shall take all the necessary precautions in order to prevent the Customer to make transactions

through mobile applications or internet and etc. in this context and close these channels to the use of the Customer. The Customer accepts that in accordance with the applicable legislation, the Bank has the right to take all these precautions unilaterally and has no right to object and claim against the Bank.

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

9.1. Payment services to be offered by our Bank are listed in this article. Entire of these services is also offered in convertible foreign currency in which the Bank opens accounts. 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.

9.1.1. EFT, remittance made by Credit Card and Credit Card payment transactions,

9.1.2. All the necessary transactions for depositing cash to the payment account, withdrawal from the payment account and operation of the same

9.1.3. All the money transfers of the Customer including transfer of the fund in the Customer's payment account with the Bank, direct debit 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 (remittance, EFT, SWIFT, quick money transfer etc.)

9.1.4. Issuance and acceptance of the payment instrument

9.1.5. 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 intermediary for the service or goods provider

9.1.6. 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)

9.2. In order to perform the payment services listed in Article 9.1 of this Agreement, according to the nature of the transaction, the information required by the Bank from among the information is provided by the Customer.

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), registry no for Social Security Premiums, transaction amount., currency, the party paying the correspondent bank charges, document evidencing the nature of the payment.

9.3. When the order/instruction relating to performance of the payment transaction by the Customer is transmitted to the Bank or approval is given by means of remote access devices, the Bank shall be deemed to have been authorized.

9.4. The transaction might be withdrawn by the Customer after authorization of the Bank as long as the transaction is not performed. 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.

The Customer may authorize the Bank on the payment order by 04.00 p.m. on the business days. Any authorization made after this time may be performed on the next business day. Payment orders, given after 04.00 p.m and demanded to be performed on the same day, shall be subject to the fee set forth in Türk Ekonomi Bankası A.Ş. Basic Banking Products Information Form, being annexes hereto and integral parts hereof. In case currency of the payment order is not TRY, 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 first following business day. 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.

9.5. The Customer may learn spending limits, with regard to the payment order given by him, at the web site [www.teb.com.tr](http://www.teb.com.tr).

9.6. Exchange rates of the Bank at the time of transaction are applied by and between the Bank and the Customer. Changes in the exchange rates applied by the Bank are immediately applied without any notice to the Customer.

9.7. The fees required to be paid by the Customer for the payment service to be rendered by the Bank are set forth in Türk Ekonomi Bankası A.Ş. Basic Banking Products Information Form, annexes hereto and integral parts hereof. 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.

9.8. 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.

9.9. 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.

9.10. The Bank may deliver the Customer one copy of this Agreement upon request. The Customer may also get this Agreement from the Bank's official web site [www.teb.com.tr](http://www.teb.com.tr).

9.11. The Customer is required to keep in safe Payment Instrument (card, mobile phone, password and similar personal devices) used by him 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, he/she shall promptly request from the Bank to cancel the same; he/she 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 he/she date of cancellation; and he/she 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.

9.12. In cases of fraud, 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 use against the Customer's will 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 personal security information relating to the Payment Instrument and to use the same in compliance with the conditions of use.

9.13. In case the Customer ceased 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.

9.14. As soon as the Customer becomes aware of any unauthorized or incorrect payment transaction, he/she 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 performance of the Payment Transaction.

9.15. 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 he/she 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 himself.

9.16. Where the Customer uses the Payment Instrument fraudulently or fails to fulfil its obligations regarding secure use of the same intentionally or negligently, he/she shall be held responsible for entire loss arisen out of unauthorized payment transaction.

9.17. 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 will despite his awareness, failure to freeze the accounts or failure to close the Payment Instrument for use.

9.18. 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. Where the amount of the payment order is foreign currency or the receiver's payment service provider is resident abroad, the Bank shall transfer the same 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.

9.19. The Bank shall immediately return any unrealised or incorrectly realised portion of the payment transaction to the Customer without any delay and in case of set-off of such amount from his payment account, the Bank shall restore the payment account.

9.20. 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.

9.21. The Bank shall notify the Customer of any changes relating to payment systems hereunder 30 days before. The Customer shall be entitled to terminate this Agreement without any cost until the completion of the aforesaid thirty days. The Customer, failed to object within such period, shall be considered to have accepted the changes.

## 10- PROVISIONS ON FEES, COMMISSIONS, INTERESTS, TAXES AND EXPENDITURES

10.1. The Customer shall pay the Bank account maintenance fee set forth in the Information Form delivered to the Customer against signature on the date of execution hereof and updated by the Bank each calendar year in accordance with the relevant legislation, not exceeding one time among all the accounts opened with the Bank.

10.2. The Bank shall notify its changes in the fees, expenses and commissions, set forth in the Information Form transmitted to the Customer by the Bank on the date of execution hereof by the Customer in an effective manner at least 30 days in advance of any amendments to the legislation which envisage an increase in the rate or less within one calendar year. Upon this notification, the Customer is entitled to withdraw from the use of the relevant product or service until completion of 15 days after commencement of the new period. In case of exercise such withdrawal right, the Bank shall not request any additional interest or fee from the Customer for the new period. The Bank is entitled to discontinue the relevant service offered to the Customer, using the right of withdrawal. The Bank shall additionally get the consent of the Customer for any amendments, which anticipate increases in fees charges and commissions higher than the rate anticipated by the relevant laws and regulations. Upon acceptance of the Bank's offers regarding the banking products delivered to the Bank by using the products, the Customer agrees to pay the fees, commissions and charges applicable on the date of use of the product.

10.3. The Customer shall pay any and all fees, commissions and expenditures as well as Source Utilization Support Fund (SUSF) and Banking Insurance and Transactions Tax (BITT) including the account maintenance fee with regard to the accounts and transactions subject to the Agreement as well as other taxes funds, charges and other legal deductions and insurance premiums arising from the legislation. The Customer is also responsible for the expenditures of any notices and notifications and postage, apart from the sending of account statement, to be made relating to obligations of the Bank hereunder and/or any and all banking products, services and transactions or to be served against the Bank and all the costs and expenditures to be incurred by the Bank with regard to the execution proceedings and actions for collection of the receivables arisen out of the Agreement as well as interests to be calculated at the default interest rate set forth herein for the term between the date of payment of the same to the courts and execution offices until collection of the same as well as attorney fees to be calculated at the rates set forth in the Minimum Attorney Fee Tariff and expense taxes and the prison tax related to the same.

10.4. The Bank is authorized to ex officio collect any and all commissions, fees, taxes, insurances, expenses and its other receivables arisen out of the products, transactions and services hereunder from the Customer's account related to the transaction or any other deposit account of the Customer with the Bank, if there is not adequate balance in the relevant account or the transaction is not connected to any account. In

case the collection is required to be made from an account opened in any currency other than the currency of the receivable, any amount in the account shall be converted to the currency of the receivable and the Bank's exchange rates shall be applied on the date of transaction during the conversion and taxes regarding Foreign Exchange buying-selling transactions shall be attributed to the Customer. Additionally, the Bank reserves its rights to buy or sell liquid funds and/or short term bonds/notes to collect its receivables hereunder and to exchange/set-off amounts converted to cash as described above from its receivables.

10.5. In case of inadequate balance in the Customer's deposit accounts, the Customer shall immediately and fully pay these amounts in cash upon the first request by the Bank. The Bank shall collect the aforesaid amounts from the Customer by debiting the same to the Overdraft Deposit Account of the Customer upon the instruction of the Customer.

10.6. The Customer hereby agrees to pay the Bank's receivables arisen out of the transactions and services hereunder upon the first written request by the Bank. Otherwise, the Customer hereby agrees to pay a default interest to be accrued for the period starting from the date of default over an interest rate equal to the then-current highest credit interest rate applied by the Bank plus 25% thereof.

10.7. The Customer accepts that provided that his/her request is obtained, he /she will pay the optional notifications fee/fees.

## 11- COMMON PROVISIONS

11.1. The Customer hereby agrees irrevocably that the Bank has the right to remittance, clearing, set-off and retention on deposit or time deposit, due or undue deposit accounts (Turkish Lira or Foreign Exchange) of the Customer opened or to be opened subsequently with the headquarters or branches of the Bank in the country and abroad (including his own shares in the joint accounts), receivables of the Customer due to the Bank, arisen or to arise out of the Agreement and/or any other reason, blocked accounts, all kinds of receivables, safe deposit boxes and all kinds of valuable assets in the safe deposit boxes, cash, shares and notes, bonds and bills of lading, promissory notes given for collection, checks and other valuable papers or credit accounts and remittances made or to be made in favor of the Customer as to cover the debt, and that the Customer pledges to the Bank all the amounts in whatsoever form to cover all the debts to arise, and that the Bank is authorized to ex officio collect its receivables by setting off adequate portion of the same from the debt, and that the Foreign Exchange accounts are also subject to definite buying transactions under the same provisions. The Customer hereby agrees that the Bank is authorized to exercise its rights hereunder on the rights and obligations before the Bank and set forth above until fully payment of the debts of the Customer to the Bank. The Customer shall not transfer or assign to third parties the receivables on which the Bank has the right to pledge and which are given above without having the consent of the Bank.

11.2. Unless a written notification is made to the Bank stating death of the Customer and the documents required by the Bank are submitted, the Bank shall in no case be responsible for the sums withdrawn and transactions conducted by using the Customer's password within the scope of the banking services hereunder after the death of the Customer.

11.3. An account might be opened for the Customer, below the age of 18 (eighteen) under the guardianship of his parents provided that his parent shall undersign the Agreement for and on behalf of the child in the capacity of parent and the Bank shall deem appropriate. While the marriage is going on, both the mother and the father might transact on the account opened in the name of the child and in the capacity of parent. In case of death of any of the parents, the surviving parent, and in case of divorce, mother or father getting the custody upon court decision might transact on the account opened in the name of the child. The parent acting for and on behalf of his/her child hereby agrees and acknowledges that the obligations hereunder shall also be effective for himself/herself in the same manner. However, the Bank is not liable to offer the banking services not related to the account opened in the name of the child. The parent hereby agrees and undertakes that the password given by the Bank with regard to the account opened in the name of the child shall only be used by himself/herself and in case of transaction carried out by the way of use of the same by the child or any third party, the Bank shall not be held responsible and the Parent himself/herself shall be responsible for the transactions conducted by the child.

11.4. Guardian/trustee is obligated to act in compliance with the related laws and regulations during account transactions, to submit the court decision that they have been appointed as guardian/trustee and obtain permission from the relevant court if required by the Bank. The guardian/trustee acting for and on behalf of the Customer accepts that the obligations of the Customer hereunder shall also be effective and binding upon them exactly in the same manner and shall ex officio be responsible for the transactions conducted by the guardian/trustee itself beyond its authority.

11.5. The Customer hereby agrees that in case of salary payment is made to himself/herself through the Bank, the Bank shall not be considered a party to any dispute between the related persons and/or institutions arising out of the amounts informed to the Bank by the company/institution/organization making the salary payment, nature and amount of the deductions made or for any reason.

11.6. The Bank/Intermediary Institution shall not be responsible for any and all loss and consequences of any loss, delay, default, misunderstanding, misleading or repeated notice occurred during utilization of postage services, telegram, telephone or other communication or transportation and communication means or particularly during communication or transportation unless the Bank/Intermediary Institution has a fault.

11.7. In case the Bank obligates the Customers to make available deposits or investment funds over a specified limit with the Bank to offer specific products and services to the Customers, the Bank shall notify the Customers of such requirements before offering the relevant products/services. In case of failure in fulfilment of the requirements notified at the time of request for the relevant products/services or during the term of utilization, the Bank may abstain from offering the relevant product/service or providing the profit or benefit concerning the product/service and may discontinue offering such services. The Bank is entitled to modify the requirements relating to these services and if the Customer has the possibility to lose its right based on such requirements, the Bank may serve a notice to the Customer and request from the Customer to arrange his/her present values according to the new limit before the date of modification and if the Customer does not intend to arrange his entities to cover the new limit, the Bank may cease the relevant product or service.

11.8. The Bank may announce the relevant products and services rendered under this Agreement and annexes hereto in medium such as Bank internet website, boards of the Branch, internet website screens, ATMs, account statements according to the nature of the relevant product and service.

11.9. The Customer hereby agrees, declares and undertakes that the following address is his/her legal notification address for notices and notifications to necessarily be served by the Bank; the notices and notifications to be made to these addresses shall be deemed to have been made to the Customer himself/herself; he/she shall notify any change in this address to the Bank within fifteen days after the date of change;

and in case of failure in notification of the change to the Bank, the notices and notifications to be made to the former address shall be deemed valid. The Customer additionally agrees to immediately notify in writing the Bank of any change in his mobile phone, electronic mail address and all the other contact details saved in the records of the Bank in order to ensure delivery of notifications on identification, service interruptions, banking products.

11.10. Orders for foreign currency buying and selling and capital market instrument transactions to be given by the Customer by fax, telephone, electronic mail or other electronic means hereunder shall be considered to have been sent by the Customer and stated the real will of the Customer, even if they are not in written form. In case of disputes between the Bank and the Customer arisen hereunder, books, documents, computer and voice records as well as microfilms of the Customer, Bank, national/international card institutions - as long as these are related to the transactions - shall constitute legal evidence and be binding upon the Parties within the scope of Article 199 of the Turkish Civil Procedural Code. The Customer may only prove his/her objections by a written instrument against the records of the Bank and this Agreement constitutes a legal evidence agreement. The Customer hereby agrees that any and all foreign currency buying and selling transactions, repo/reverse repo and similar transactions to be entered with the Bank hereunder, investment transactions made by the use of password / passwords given to the Customer via Alternative Distribution Channels offered on the date hereof or to be offered subsequently, execution of agreements, amending agreements, any and all other transactions including tests, statements, necessary applications, approvals and undertakings shall be effective and binding as per the laws and regulations of the BRSA and CMB; and the electronic records kept by the Bank with regard to these transactions to be made via Alternative Distribution Channels shall constitute legal conclusive evidence between the parties hereto as per the first paragraph of Article 193 of the Civil Procedural Code No. 6100.

#### 11.11. The Customer hereby agrees the following provisions regarding instructions to be transmitted by Facsimile:

11.11.1. In case the instructions which are signed by the authorized personnel of the Customer are transmitted to the Bank by facsimile, the Bank is entitled to consider the document as original at its own discretion and is authorized to fulfil the instruction without the need to wait.

11.11.2. The Customer hereby agrees that the Bank may not transact the order which it receives via facsimile for the transaction security if it suspects of the order or unless it receives confirmation to eliminate such suspect; and that in case of any difference between the instruction transmitted to the Bank by facsimile and the original document transmitted for confirmation purposes after the completion of the transaction, first arrived instruction by facsimile shall be taken into consideration.

11.11.3. The instructions shall be transmitted to the Bank from the fax number stated under this Agreement or notified in writing to the Bank. In case of change in the fax number, the Customer shall immediately notify this change to the Bank in writing. The Bank may not take into consideration the instructions transmitted from any fax number different than the one stated to the Bank. The fax message sent to the Bank shall include commercial title of the Customer (name-surname in case of a real person), telephone number to which the fax machine is connected as printed thereon. The fax messages, not including these details thereon, may not be transacted by the Bank. Original document, transmitted by facsimile, shall be sent to the Bank as soon as possible, stating that this document is for confirmation only.

11.11.4. The Customer shall take necessary measures for transmission of instructions by facsimile to the Bank only by its authorized personnel. All the pages of the instruction transmitted by facsimile shall be signed by the authorized personnel of the Customer.

11.11.5. When the Bank receives a facsimile instruction of the Customer, it shall compare the signatures thereon in reasonably careful manner, and if deems appropriate, it shall transact the instruction without the need to wait for the written confirmation.

11.11.6. The Bank shall not be responsible for the consequences of signature similarities undetectable at first sight, for consequences of falsification and fraudulent, for failure or breakdown of general or special communication means of the Bank and the Customer, for inadequate information transmitted by facsimile, for transmission of false, missing or deficient information, for repeated transactions conducted based on confirmation letters sent by the Customer without annotation of "for confirmation only" and for the faults of the corresponding banks and third parties.

11.11.7. The Customer hereby agrees that the Bank may send the Customer information and marketing messages including multimedia messages in the form of SMS, MMS (Multimedia Messaging Services), photo, animation etc. through electronic mail or similar communication means.

11.11.8. The Customer hereby agrees that the Bank may partially and/or entirely transfer and assign all the rights and obligations hereunder; and during such transfer or assignment of the Bank's rights and receivables arising from this Agreement, the Customer himself/herself may submit all the information and documents to be requested by the assignee/to be assigned and/or official and/or private authorities, real persons and/or legal entities.

11.11.9. The Customer hereby agrees that the relations between the Customer and the Bank shall be subject to the provisions of this Agreement and the Turkish Laws and in case of disputes, Central Courts and Execution Offices in the place where the relevant Branch of the Bank with regard to the disputed transaction or account is located shall have jurisdiction.

#### 11.12. Protection of Personal Data

11.12.1. Beside the mandatory information that must be collected from the Customer, Türk Ekonomi Bankası A.Ş. as the Data Processor processes only the personal information that it deems necessary to provide the best service and product it has targeted and to the extent allowed by the legal regulations.

11.12.2. The Bank shall comply with the following principles when processing Customer's personal data:

- Lawfulness and conformity with rules of bona fides.
- Accuracy and being up to date, where necessary.
- Being processed for specific, explicit and legitimate purposes.
- Being relevant with, limited to and proportionate to the purposes for which they are processed.

11.12.3. Being retained for the period of time stipulated by relevant legislation or the purpose for which they are processed. The Customer accepts to provide all personal data requested by the Bank accurately and up-to-date; will only provide as much personal data as is necessary

for the fulfilment of the request and will refrain from giving unnecessary personal data. This provision shall not be interpreted as the obligation to give explicit consent in cases where the express consent of the Customer is required.

11.12.4. The Bank shall take all necessary technical and administrative measures to provide a sufficient level of security in order to prevent unlawful processing of personal data, prevent unlawful access to personal data and ensure the retention of personal data.

11.12.5. In case of any breach of personal data security and the relevant legislation requires that such breach should be notified to the Customer by the Bank; notification will be made to the up-to-date contact addresses notified to the Bank by the Customer.

## 12- ANNEXES OF THE AGREEMENT

This Agreement consists of 12 articles and 14 pages and the Customer should take delivery - against signature - of one copy of each product information forms relating to the products to be used by the Customer and overview the same diligently. The expenses, commissions and fees, set forth in the aforesaid annexes, may be revised from time to time as per the related laws and regulations. One copy of each of the other annexes other than the application form shall be delivered to the Customer within the scope of the products and services to be used by the Customer.

12.1. Application Form

12.2. Basic Banking Products Information Form

12.3. Explicit Consent Form for the Processing of Personal Data

12.4. Information For Person Deemed Resident In The United States Of America

12.5. Foreign Tax Residency Declaration Form

12.6. Approval Text For Commercial E-Mails

12.7. Personal Data Processing Clarification Text

Bu sayfa bilerek boş bırakılmıştır.