

**AGREEMENT ON**  
**INTERMEDIATION and CUSTODY TRANSACTIONS for PURCHASE and SALE of**  
**GOLD, and GOLD 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).

**The contract can also be conducted remotely. In case the methods that allow electronic approval are used in remote communication tools or in mutual transactions, the Contract shall be approved in electronic environment without the need for a handwritten signature. This confirmation has the same meaning as signature. In the contract, the issues expressed as the signature of the contract also include the case of ratification of the contract remotely. The fields that are stated to be handwritten on the contract shall not be applied if the contract is approved remotely.**

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) **business** days prior in order to take delivery of the gold in the

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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.

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

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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 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- GENERAL PROVISIONS

7. 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.

8. This Agreement, which is consisting of **eight(8)** 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.

**In case this contract is conducted remotely, the contract shall be approved electronically without the need for a handwritten signature. With the approval of the form, the Agreement will be delivered to the Customer with a permanent data storage. The Customer can view the Agreement via CEPTETEB Internet Banking and CEPTETEB Mobile Application.**

**MÜŞTERİ ADI-SOYADI / UNVANI:**

**TARİH :** \_\_\_/\_\_\_/\_\_\_

**KAŞE/İMZA:**

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**Türk Ekonomi Bankası A.Ş.**

TEB Kampüs C ve D Blok Saray Mah. Sokullu Cad. No: 7A-7B Ümraniye/İSTANBUL

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