

## RETAIL CUSTOMER AGREEMENT

This Retail Customer Agreement (the "Agreement") is hereby entered into by and between the parties, the name-surnames/commercial title 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

1.1.4. In accordance with the provisions of the Regulation on Distance Contracts for Financial Services, prepared on the basis of Articles 49 and 84 of the Consumer Protection Law No. 6502, the Agreement can also be established at a distance. In the event that methods that allow electronic approval are used in remote communication tools or in mutual transactions, the Contract is approved in electronic environment without the need for a handwritten signature. This confirmation has the same meaning as signature. In the agreement, the issues expressed as the execution of the agreement also include the case of ratification of the agreement at a distance. The fields that are required to be handwritten on the agreement will not be applied if the agreement is approved at a distance.

#### 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, 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.

## **AGREEMENT**

### **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 wirement, 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 TRY 650,000.- (Six Hundred Fifty 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 of 10 (ten) years, 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 250 (two hundred and 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 250 (two hundred and 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). The statute of limitations for the securities in the safe deposit boxes starts from the date when the last rental of the safe deposit is collected or when the safe deposit box is last opened. For accounts opened on behalf of minors, the statute of limitations begins on the date the person becomes mature. The statute of limitations for the accounts blocked by the legal authorities stops on the date of establishment of such block. The limitation period continues from the date as of the block on the account is removed.

## **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 Code 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 before its maturity, the Bank shall be free to charge or not to charge interest on the amount withdrawn and/or balance of the account or if it charges 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 to open Time Deposit Account for amounts less than the specified limit.

2.5.2. The Bank may apply variable interest rate within the scope of the applicable relevant legislation for Turkish lira deposits with a maturity of 3 months or more and foreign currency deposits with a maturity of more than 6 months.

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 applicable by the Bank as of the date of renewal.

## **2.6. FX Accounts (Foreign Exchange Accounts)**

2.6.1. Save for the provisions of the related 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. In so far, 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 framework of the relevant regulation. 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 virement 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 on the same day which were verbally given by him.

2.6.7. In the Customer's foreign exchange purchase and sale orders, it will be accepted by the Bank that (i) the order is given at a free price if the price is not specified, (ii) if the validity period is not specified, the order is valid for the day it is given.

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 liable for any damages that may arise from the non-fulfillment of such 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 scratch, erasures, scraping 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 agrees to pay in advance the expenses related to the bills of exchange submitted for collection, otherwise the Bank is not responsible for not performing the collection/protest transaction and these amounts will 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/bills 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; legally required elements of the bills of exchange/policies are missing or there is 15 (fifteen) days or less until their maturity date on the date of delivery to the Bank.; and in case these bonds/bills 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/bills 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. The debit card, which is linked to the current account, will be sent to the customer upon customer's request.

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 ( from cash on hand) through virement.

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 register.

3.1.6. 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.

3.1.7. Card Holder must keep the password, 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, through Written Support steps on CEPTETEB Mobil and CEPTETEB Internet Branch channels 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. For more support, our hearing impaired and speech handicapped customers can use the Video Support step at [www.teb.com.tr](http://www.teb.com.tr). 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, upon the request of the Card Holder, the Bank will be able to take out insurance provided that the liability premium to be calculated over the above-mentioned one hundred and fifty Turkish liras is paid. 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.

3.1.8. 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.

3.1.9. 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.

3.1.10. 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.

3.1.11. 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 Card Acceptor.

3.1.12. 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.

3.1.13. Regardless of the currency in which the cardholder's domestic/international foreign currency spending transactions are made using the Bank card, it is converted into Turkish Lira (TRY) over the foreign exchange selling rate applied by the Bank to the foreign currency subject to the transaction on the transaction date, and debited to the Card Holder's TRY deposit account immediately. In domestic cash withdrawal transactions, whichever of the accounts linked to the card was selected, the amount withdrawn from the account in which the transaction was made is reduced. In foreign cash withdrawals, if an account has not been directed for an USD / EURO / GBP account currency other than TRY, cash withdrawal can be made from a TRY deposit account, if an account is directed to use one of the accounts with a currency other than TRY, if the defined account currency and the currency of the transaction are the same, cash money can be withdrawn from the defined foreign currency account, if an account is directed to use one of the accounts with a currency other than TRY, cash withdrawal can be made from the TRY account if the defined account currency and the currency of the transaction are different. These amounts are converted into Turkish Lira (TRY) over the foreign exchange selling rate applied to the currency subject to the transaction on the transaction date and debited immediately to the TL deposit account of the Card Holder.

## **3.2. Fees, Cost, Commissions and Taxes for Bank Cards**

3.2.1. The Card Holder hereby accepts to pay the fees, charges and commissions to the Bank, the amounts of which are defined in the Cost, Commission and Fee List, which is an annex and an integral part of the Agreement. In addition, as defined in the Agreement and updated in accordance with the legislation, all interest, as well as all taxes, funds, fees and other accessories such as KKDF (Resource Utilization Support Fund), BSMV(Banking and Insurance Transaction Tax), which will be applied to prizes and gains will be paid by the Card Holder. No payment shall be requested from the Card Holder except as specified in the Cost, Commission and Fees List, which is defined in the Agreement and which is an annex to and an integral part of the Agreement, and determined by the BRSA unless a request in compliance with the legislation is obtained.

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.

3.2.4. 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 MONEY ORDER**

4.1. Money Orders 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 money 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 money order by the sender shall not cause the Bank to become a party to the relations between the Parties.

4.3. Any kind of money order 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 money order 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 to 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 for the Customer to benefit from the electronic banking services in the most secure manner, the Customer himself is required to have necessary equipment and software program (at least 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 awaiting 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 immediately required to 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 will be able to perform banking transactions deemed appropriate by the Bank without the need to use a Debit Card from the Bank's ATMs, without a card and by using his mobile signature.

6.2.2. For withdrawals made by entering any descriptive number (card number, customer number, TR Identity Number, mobile phone number, etc.) that will enable you to withdraw money without using a Debit/Credit Card or a physical card, the value of the transaction is the same working day; For deposit transactions, the value date will be the business day following the transaction date.

6.2.3. If it is determined by the Bank that the Customer has made an overpayment in any way, the Customer agrees to return it immediately and pay the default interest over the current interest rate applied to short-term loans at the Bank for the days that will pass between the date of the transaction and the date of return.

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

6.3.1. Services provided through electronic media is a transaction which provides opportunity 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 cancelation 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 to the Bank taking all kinds of measures it deems necessary in order to provide the service in a safe manner, and to detect and record the conversation between the Bank officer and the Customer with any audio recording system.

6.4.2. The Customer hereby authorizes the Bank to perform the transactions, subject matter of the instruction, such as money order, virement 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- PROVISIONS REGARDING TERMINATION OF THE AGREEMENT AND CLOSING OF ACCOUNT**

8.1. The Customer may terminate this Agreement without giving any reason, by giving 1 (one) month's written notice. In the event that the Agreement is terminated by the Customer, the Customer agrees and undertakes to close all his accounts at 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. 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 risk is closed. The Bank may terminate this Agreement by serving 2 (two) months' prior written notice without being obligated to show any reason. Such time period is not to be applied in case the Bank is required to terminate this Agreement for any obligation arising as per the applicable laws and regulations. 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 within the withing the scope of the applicable laws could not be performed due to the suspicion on the adequacy and accuracy of the identity details, or where the Customer fails to provide the documents/information/statements the Bank requires or will require from the Customer under the scope of its local or international liabilities, or where the Customer provides such documents/information/statements in a missing/ erroneous/misleading way; or where the Customer fails to notify the Bank in writing in due time when there is a change in these documents/information/statements; where the Customer fails to act against the applicable legislation; or where the Customer misuses the services provided under this Agreement, or where the Customer makes it unbearably difficult the services rendered by the Bank hereunder; or where the Customer behave in a way that would disturb the peace in the Bank's units; or where the products/services/accounts 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 valid reasons including but not limited to the aforesaid reasons, the Bank, without giving a notice to the Customer, may close the accounts of the Customer held with the Bank, stop or cancel the use of the products owned by the Customer hereunder, or suspend the legal relationship with the Customer temporarily by not providing services or completely terminates the relationship. When the Bank terminates the Customer's indefinite-term consumer loan with just cause for the reasons listed in this article, it shall inform the Customer in writing or with a permanent data register, without being subject to any notification period, about the termination and its reasons. If notification prior to termination is not possible, such notification will be made no later than immediately after termination.

In case the Customer cannot pay the debts arising from the transactions, products and services subject to the Agreement and other debts owed to the Bank, being follow-up is initiated by the Bank due to other transactions, being subject to legal proceedings by third parties, its bankruptcy is demanded, its bankruptcy is postponed, became bankrupt, demand concordatum, the Bank has the right to close the accounts with the Bank, terminate the products/services, demand the full payment of debts with accessory obligations and terminate the Agreement unilaterally.



8.3. In case the Agreement is terminated by one of the Parties or expired 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 liabilities 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 effect until the Bank's receivables are fully discharged.

8.4. In case of a Customer request for precautionary lien and interim injunction from the legal authorities due to Customer's debts hereunder, The Bank is authorized to take precautionary lien and interim injunction without any security. However, despite this, 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 before the Bank, the banking products used by the Bank and the banking services provided by the Bank, 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 before 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, money order and debt payment transactions made with a credit card

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. Transfer of funds in the customer's payment account at the Bank, direct debiting including one-off transactions, payment transactions made with a payment card or similar instrument, and all money transfers including regular payment orders (wire transfer, EFT, SWIFT, fast money transfer etc.)

9.1.4. Issuance and acceptance of the payment instrument

9.1.5. The payment transaction in which the approval for the payment transaction is given by the Customer through any information or electronic communication device such as internet banking, telephone banking, mobile banking, and the payment is made by the Customer to the party providing goods or services, to an information or electronic communications operator operating as an intermediary

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 contract, the information requested by the Bank is given by the Customer, among the information listed in this article, depending on the nature of the transaction.

Receiver's name, surname and commercial title, Turkish ID Number (TRIN), Foreign Identity Number (FIN), Tax ID No (TIN), 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's address information, subscriber/installation number for invoice payments, tax ID no (TIN) for tax payments, 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. The Customer might give its consent to

the payment transaction or a several payment transactions in line with the procedure mutually determined with the Bank. The consent to the payment transaction with also be given through the receiver or payment instruction service provider.

9.4. The transaction might be withdrawn by the Customer following the authorization of the Bank and in accordance with according the method determined with the Bank as long as the transaction is not performed by the Bank. 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 16:00 on the business days. Any authorization made after this time may be performed on the next business day. Payment orders, given after 16:00 and demanded to be performed on the same day, shall be subject to the fee set forth in Türk Ekonomi Bankası A.Ş. Charge, Commission and Fee List and Basic Banking Products Information Form, being annexes hereto and integral parts hereof. In case currency of the payment order is a currency other than 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 might also execute the payment orders given after business hours within the same day. The payment account of the sender might not be debited before the payment order is received.

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 can learn the expenditure limit amounts related to the payment order he has given at [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 which is an annex and integral part of this Agreement. In case the Customer requests from the Bank further information or frequent information or transmission of the information by different way with regard to the payment services offered to the Customer by the Bank, a fee is charged by the Bank pro rata to the cost of the relevant transaction if permitted by the related laws and regulations.

9.8. In case the payment service is used via a device and/or application, the technical and other features required by the device/application are also included in the terms of use of the relevant device/application by the Bank.

9.9. The Bank informs free of charge 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 at the latest by one-month intervals if requested by the Customer. The Customer has the right to request to be regularly informed with the determined methods and at least monthly without being charged.

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 the Bank incurs any lost as a result of the 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, where the Bank finds out that the Payment Instrument is lost or stolen and Bank has find out that a transaction that took place against the will of the Customer, or in cases where the Customer notifies the Bank of the loss or theft of the Payment Instrument and 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 by obtaining the Customer's consent. The Customer is obligated to take necessary measures for his personal security information relating to the Payment Instrument and to use the payment instrument in compliance with the conditions of use. The Customer is required to take all the required security measures as soon as he/she receives the payment instrument or has the right to use and dispose of such instrument.

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 two 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. The sender shall not be held responsible for the payment transaction or any loss relating to the payment transaction occurred due to the use of the payment instrument by third parties if the loss is caused by a third party who is an employee of the payment service provider, its representative or outside service provider.

9.16. Where the Customer uses the Payment Instrument fraudulently or fails to fulfil its obligations regarding secure use of the payment instrument 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, in cases of 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 despite the Customer's notification 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 held responsible.

9.19. The Bank shall immediately return any unrealized or incorrectly realized portion of the payment transaction to the Customer without any delay and in case of set-off of such amount from his 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 Bank shall effectively notify the Customer at least 30 days in advance of the changes foreseeing an increase in fees, expenses and commissions within one calendar year, which are specified in the Information Form submitted to the Customer on the date of signing the Agreement, within a calendar year.

Upon this notification, the Customer has the right to withdraw from the use of the product or service until 15 days after the start 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 approval 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.

10.2. The Customer shall pay any and all fees, commissions and expenditures as well as Resource Utilization Support Fund (RUSF) 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 or all kinds of notifications and postal costs to be made against the bank, execution proceedings for the collection of the receivables arising from the Agreement, all expenses to be incurred by the Bank due to lawsuits, and also the interest to be calculated over the default interest rate specified in this Agreement, the attorney's fee to be calculated based on the rates specified in the Minimum Attorneyship Fee Tariff, and their expense taxes, prison fees, for the period from the date of their deposit to the court and execution cashiers until their collection.

10.3. 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. If the collection has to be made from an account opened in a foreign currency different from the Bank's receivables; while converting the amount in the account to the same foreign currency as the receivable, the Bank's exchange rates on the date of the transaction will be used and the taxes related to the foreign exchange purchase and sale will be reflected 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 set off amounts converted to cash as described above from its receivables.

10.4. 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.

10.5. In accordance with the Article 10.4. of this Agreement, in the event that the Customer fails to pay the Bank's receivables arising from the transactions and services hereunder upon the first written request by the Bank, the Customer hereby agrees to pay a default interest to be accrued for the period starting from the date of the request until the payment date, calculated over an interest rate equal to the then-current highest current interest rate applied by the Bank to the indebted accounts plus 25% thereof.

10.6. 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 virement, 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 negotiable instruments or credit accounts and money orders 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 union continues, 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 obliged to offer the banking services not related to the account opened in the name of the child on its own discretion. 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 when making transactions on behalf of the Customer, 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 liable for all damages arising from the use of postal services, telegraph, telephone or other communication systems or means of moving and transportation, and especially due to loss, delay, error, misunderstanding, misleading or repeated notification during communication or transportation, and is not responsible for the consequences of these, unless it is his own 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 refrain 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 values in line with 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 or in distance communication methods 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 the identification, service interruptions and banking products and accepts that in case he/she does not notify the address change in time, the notifications made to the former address or the addresses registered to MERNİS or KEP shall be valid and binding.

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 deemed to have been caused by the Customer and reflect 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 Bank, as long as these are related to the transactions- the Customer's and national/international card institutions' books, documents, computer and voice records as well as microfilms 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 regulations of BRSA and CMB regarding documents and records; 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 Accepts the Following Provisions Regarding the Instructions to be Submitted to the Bank via Fax Channel**

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 fax 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 inadequacy of the information and instruction 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 Representations, Warranties and Undertakings of the Customer Regarding Anti-Bribery, Anti-Corruption, Prevention of Laundering of Crime Revenues, Sanctions**

The Customer, regarding anti-bribery, anti-corruption, and prevention of laundering of crime revenues; declares and undertakes it has not engaged in any activity or perform any of these operations that would violate the laws, regulations or rules regarding anti-bribery, anti-corruption or the prevention of money laundering in any jurisdiction.

Customer; regarding the Sanctions, declare and undertake that he/she is not a person who is (i) the target of any Sanction ("Person Subject to Sanction") or (ii) settled, established, resident in a country or region that is subject to the Sanctions extensively prohibiting trade or its government is not a person or entity ("Person") subject to the relevant Sanctions. Customer, undertakes not to (i) finance or fund the activities or business of a Person Subject to Sanction or the Country Subject to Sanction or provide fund to them or not to (ii) use the premiums of any payment or collection directly or indirectly in a way that could result in violation of Sanctions by any Person or to lend, contribute or otherwise provide money to any subsidiaries, joint ventures or any other Person. The Customer also agrees declares and undertakes that if the Customer acts in violation of these representations and warranties, the Bank may share the said violation and any information and documents with its main shareholder BNPP SA, and its group companies and subsidiaries, which are direct and indirect shareholders of BNPP SA.

Within the framework of the above statements and commitments: "Sanctions" means any economic or commercial sanction or restrictive measure promulgated, administered, imposed, or enforced by the U.S. Treasury Department Foreign Assets Control Office (OFAC), the

US Department of Foreign Affairs, the United Nations Security Council and / or the European Union, the Republic of France, the Treasury of Her Majesty or other relevant sanctioning authorities.

Customer; accepts and undertakes that he/she will not carry out transactions related to any Person Subject to Sanction or Country Subject to Sanction through the Bank, in this context, it will not use its accounts with the Bank and other bank products given to it by the Bank for this purpose, he/she will not make the payments of the loans she used from the bank with the incomes described in this article.

The Customer accepts and undertakes that he/she will not request a transaction contrary to the matters set forth under this undertaking, and if it is determined by the Bank that he/she has requested such a transaction, such transaction request may be rejected by the Bank; in case of refusal, suspension, cease, reversal by the Bank within the scope of the aforementioned regulations, blocking of its accounts before the Bank and/or temporary or permanent blocking of the amounts in its accounts and for all these reasons the Bank will not be held liable and that the responsibility belongs to him for all these matters.

The Customer agrees and undertakes that all responsibility arising from transactions carried out through the Bank in any way contrary to this commitment belongs to itself. The Customer accepts and undertakes that any of these transactions made through the Bank does not mean that the Bank has consented / will consent to these transaction/transactions, and that in any case the responsibility belongs to itself.

Regarding the transactions and provisions of this article, the Customer also accepts and undertakes that he/she will not have any request from the Bank irrespective of its name, and that he/she has released the Bank for these issues in advance and irrevocably. In the event that the Bank makes a payment to any third party and/or the Bank suffers a loss in relation to the transactions subject to this article, the Customer irrevocably agrees, accepts and undertakes to pay the said amounts to the Bank at its first request, immediately, in cash and at once, together with any interest, commission and expenses that have arisen or may arise.

The Customer accepts, declares and undertakes that the commitments in this article are indefinite; in case of a breach of any commitment set forth under this article, regardless of when the determination of the violation was made and without the need for a separate instruction; that the Bank is authorized to close/cancel all kinds of accounts, loans and all products linked to the accounts, and irrevocably releases the Bank in these matters.

### **11.13. Protection of Personal Data**

11.13.1. 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 it deems necessary to provide the best service and product it has targeted and to the extent allowed by the legal regulations.

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

- Compliance with law and principle of good faith.
- Accurate and up to date if necessary.
- Processing for specific, clear and legitimate purposes.
- Associable, limited and moderate with the purpose for which they were processed.
- Retained for the period required by the relevant legislation or for the purpose for which it was processed.

11.13.3. 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.

11.13.4. The Bank shall take all kinds of reasonable efforts to ensure that the personal data of the Customer are protected from unlawful processing, to prevent unlawful access to personal data and take all kinds of technical and administrative measures to ensure the appropriate level of security in order to protect personal data.

11.13.5. 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- WITHDRAWAL FROM THE AGREEMENT**

In the event that this Agreement is approved at a distance, the Customer has the right of withdrawal provided that it notifies the Bank within fourteen days from the date of approval without any justification and paying any penal clause. The right of withdrawal is only valid if the Agreement is established as a distant contract. The notification as to the right of withdrawal is being exercised must be directed to the Bank in writing or with a permanent data storage within the right of withdrawal period. Within 30 days from the date of notification of withdrawal to the Bank, the performed service fees, principal debt, the contractual interest accrued to the principal until the repayment

date, if any, the fees paid to the public institution or organization or to third parties and required by the legislation should be refunded. If the Customer fails to make the necessary returns and payments within this period, it is deemed to have not withdrawn from the contract. In order to use your right of withdrawal, you can submit your request through Bank branches, TEB Customer Services 0850 200 0 666 www.teb.com.tr, CEPTETEB Internet Banking or CEPTETEB Mobile Application in writing or via permanent data register.

The Customer does not have the right of withdrawal regarding financial services whose cost varies beyond the control of the Bank due to fluctuations in the financial market and for which this change can occur within the right of withdrawal period. These are: 1) Foreign exchange transactions, 2) Money market instruments, 3) Transferable securities, 4) Investment partnership shares, 5) Futures contracts based on financial assets and financial instruments based on equivalent cash settlement, 6) Forward rate agreements, 7) Interest, foreign exchange and stock swaps, 8) Option transactions and financial instruments based on equivalent cash settlement, 9) Save for the provisions set forth under the other legislation in favor of the consumer, contracts regarding short-term insurance policies with a validity period of less than one month, 10) contracts that have been fully executed by the parties with your express consent before exercising your right of withdrawal.

Services without the right of withdrawal are not limited to those listed above. The Customer does not have the right of withdrawal in other financial services whose cost varies beyond the control of the Bank due to fluctuations in the financial market and for which such change may occur within the right of withdrawal period.

### **13- CUSTOMER DECLARATION ON KNOW YOUR CUSTOMER, BINDING PROVISIONS AND NOT ACTING ON BEHALF OF THIRD PARTIES**

The Customer accepts and undertakes that upon his/her signature of this Agreement, he/she would use any and all services provided by the Bank as per the Agreement and execute all the banking transactions on its own account and name, that he/she is not acting on behalf of third parties and in case he/she would act on behalf of a third party, to notify immediately the person on behalf of whom the transaction is to be executed and information on its identification before executing the transaction.

The Customer provides accurate information on its purpose of becoming a customer of the Bank including the deposit, credit, investment product, services or other products and services provided by the Bank as of the signing date of this Agreement as per the Communiqué on the Measures Relating the Laundering of Crime Revenues and Preventing on Terrorism Financing, informs the Bank immediately if any change occurs within this respect and signs the additional documents prepared for the relevant product and services if required. The Customer also delivers any information and document evidencing its purpose to become a customer upon the Bank's request.

### **14. ANNEXES OF THE AGREEMENT**

This Agreement consists of 14 articles and 17 pages and the Customer reads the Retail Customer Agreement and its annexes in full and confirms that they are agreed.

In the event that this Retail Customer Agreement is established at a distance, the Agreement is approved electronically without the need for a handwritten signature. With the approval of the agreement, the Agreement will be sent to the Customer via permanent data register. The Customer can view the Agreement on CEPTETEB Internet Banking and CEPTETEB Mobile Application. The customer may request a written hardcopy of the agreement without paying any fee as long as the contractual relationship continues.

#### **14.1. Application Form**

#### **14.2. Basic Banking Products Information Form**

#### **14.3. Personal Data Processing Clarification Text**

#### **14.4. Approval Text For Commercial E-Mails**

#### **14.5. Explicit Consent Form for the Processing of Personal Data**

#### **14.6. Information For Person Deemed Resident In The United States Of America**

You can send your complaints and requests regarding our bank's products and services to us by calling Call Center at 0850 200 0 666, by writing to our e-mail address [teboncemusterimemnuniyeti@teb.com.tr](mailto:teboncemusterimemnuniyeti@teb.com.tr), or through Türk Ekonomi Bankası (teb.com.tr) or our Branches. Once your complaints reaches our bank, we will respond to it as soon as possible, taking into account the relevant legislation and customer satisfaction. Within the scope of the Bank Cards and Credit Cards Law No. 5464; Complaints and objections made by card and additional card holders regarding card use are concluded within twenty days from the application date.



The card holder's request to reduce the card limit or total card limit, card cancellation request and request for termination of the contract are concluded within seven days at the latest. In other matters, complaints and objections are concluded within thirty days from the date of receipt.

Banks can respond to individual applications they have recorded using the applicant's contact information registered with the bank. Legal regulations regarding the method by which the applicant will be responded to are reserved.

## CUSTOMER INFORMATION

**Name/Surname of the Customer:**

**Turkish Republic Identity No:**

**Address:**

**Mobile Phone:**

**Manner of work:**

**Occupation:**

**Date:**

**Signature:**

It is arranged as a field where the customer can write "I have received a copy of the contract and its annexes" in handwriting.

**Branch Code:**

**Customer Mobis No:**

**Grup  
Director**



**Grup  
Director**



**Türk Ekonomi Bankası A.Ş.**

İnkılap Mah. Sokullu Cad. No: 7A Ümraniye/İSTANBUL

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