# **A&T BANK**

# **Banking Services Agreement**

CLIENT NAME/INSTITUTION NAME/BUSINESS NAME	:
CLIENT NO	:
DATE	:

**NOVEMBER 2022** 

# **REAL PERSON CLIENTS INFORMATION FORM**

Name & Surname				
Gender	□ Male	□ Female		
Identity Information	□ TR ID :			
	□ Foreign ID :			
	□ Tax ID :			
Nationality	□ T.R.	□ Other :		
Identity Type	□ ID Card	Document No :		
	Driving License	Document No :		
	□ Passport	Document No :		
	□ Other :	Document No :		
Date of Birth	:			
Place of Birth	Country :	City :		
Father's Name	·			
Mother's Name				
Mother's Maiden Name				
Annual Net Income:	🗆 0 TL - 100.000 TL	🗆 100.001 TL - 50	0.000 TL	
	□ 500.001 TL and more			
Marital Status	□ Married	□ Single		
Spouse's Name				
Residence Address				
	Zip Code :	District :	Province :	
Phone	Mobile :(0)	Office :(0)	Home :(0	)
E-mail	·			
Profession/Duty	:			
Workplace Business Name	2:			
Workplace Address	·			
	Zip Code :	District :	Province :	
Education Status:	□ Primary / Secondary □	High School	University	Post Graduate

# LEGAL ENTITY CLIENTS INFORMATION FORM

Institution/Business Name	) :			
Trade Registry Information	No:			
	Issued on://			
	Issued at:			
Foundation Date	:			
Tax ID	<u>.</u>	Registered Tax Offi	ice :	
If Association-File No	·			
Business Activity	Commerce	□ Service		□ Manufacturing
	□ Contractor	□ Self Employed		□ Other:
Financial Details	Paid-up Capital: TL			
	Registered Capital: TL			
	Revenue Details of Last Year (1.	January - 31 Decem	ber): TL	
	No. of Employees :			
(If any) Group Information	Group Name :			
	Institution / Business Names of	Other Group Comp	anies	
	1			
	2			
	3			
Head Office Address	<u>.</u>			
	Zip Code:	. District :		Province :
Phone				))
Fax	: (0)		E-mail :	

# Information of Real Person as a Sole Business Owner:

Name & Surname	·	
Gender	🗆 Male	🗆 Female
Identity Information	□ TR ID :	
	🗆 Foreign ID :	
	🗆 Tax ID :	
Nationality	□ T.R.	D Other :
Identity Type	🗆 ID Card	Document No :
	Driving License	Document No :
	Passport	Document No :
	🗆 Other :	Document No :
Date of Birth	:	
Place of Birth	Country :	City :
Father's Name	:	
Mother's Name	:	
Mother's Maiden Name	:	
Marital Status	□ Married	□ Single
Spouse's Name	·	
Residence Address	·	
	Zip Code :	District : Province :
Phone	Mobile Phone: (0	)
E-mail	·	

Details of Real Persons Authorized to Represent the Legal Entity:

Representative 1		
Name & Surname	·	
Gender	🗆 Male	🗆 Female
Identity Information	□ TR ID :	
	Foreign ID :	
	□ Tax ID :	
Nationality	□ T.R.	□ Other :
Identity Type	ID Card	Document No:
	Driving License	Document No:
	□ Passport	Document No:
	□ Other :	Document No:
Date of Birth	:	
Place of Birth	Country :	City :
Father's Name	·	·
Mother's Name	•	
Mother's Maiden Name	•	
Title in Company		If Shareholder-Shareholding Percentage : %
Residence Address		
		Province :
Phone	•	Home Phone: (0)
E-mail		·
Representative 2 Name & Surname	·	
Gender		□ Female
Identity Information	□ TR ID :	
····,	□ Foreign ID :	
	□ Tax ID :	
Nationality	□ T.R.	□ Other :
Identity Type	□ ID Card	 Document No:
	Driving License	Document No:
	□ Passport	Document No:
	□ Other :	Document No:
Date of Birth	:	
Place of Birth	Country :	City ·
Father's Name	•	
Mother's Name		
Title in Company		If Shareholder-Shareholding Percentage : %
Residence Address		
		Province :
Phone	-	Home Phone: (0)
E-mail		
L-IIIaII		

# Real Person / Legal Entity Shareholder Details:

If there is any real person/legal entity shareholder holding 25% and/or more of the Company's shares, please fill the below mentioned information.

<b>Real Person Sharehol</b>	der 1	
Name & Surname	·	
Gender	□ Male	🗆 Female
Identity Information	□ TR ID :	
	□ Foreign ID :	
	□ Tax ID :	
Nationality	□ T.R.	🗆 Other:
Identity Type	ID Card	Document No:
	Driving License	Document No:
	Passport	Document No:
	□ Other :	Document No:
Date of Birth	:	
Place of Birth	Country :	City :
Father's Name	:	
Mother's Name	:	
	:	
Marital Status	□ Married	□ Single
Spouse's Name	:	
Title in Company	:	Shareholding Percentage : %
Residence Address		
		Province :
Phone		Home Phone: (0)
Fax	:(0)	E-mail :
<b>Real Person Sharehol</b>	der 2	
Name & Surname	:	
Gender	□ Male	🗆 Female
Identity Information	□ TR ID :	
	Foreign ID :	
	□ Tax ID :	
Nationality	$\Box$ T.R.	□ Other:
Identity Type	□ ID Card	Document No:
	Driving License	Document No:
	Passport	Document No:
- (- )	□ Other :	Document No:
Date of Birth	:	
Place of Birth	Country :	
Father's Name		
Mother's Name		
Mother's Maiden Name		
Marital Status	□ Married	□ Single
Spouse's Name		
Title in Company	:	Shareholding Percentage : %
Residence Address		Dur
Dhana		Province :
Phone Fax		Home Phone: (0)
ГdХ	. (U)	E-mail :

# Legal Entity Shareholder 1

Institution/Business Name	
Shareholding Percentage	%
Trade Registry No	
Tax ID	
Tax Office	
Head Office Address	
	Zip Code : District : Province :
Phone	Central Phone: (0) Other Phone: (0)
Fax	(0)

# Legal Entity Shareholder 2

Institution/Business Name	·
Shareholding Percentage	: %
Trade Registry No	·
Tax ID	·
Tax Office	·
Head Office Address	·
	Zip Code : District : Province :
Phone	Central Phone: (0)
Fax	: (0)

#### **BANKING SERVICES AGREEMENT**

#### **1-PARTIES**

This Banking Services Agreement ("Agreement") is signed by and between Arap Türk Bankası A.Ş. ..... Branch ("Bank") and ...... ("Client").

#### 2-PURPOSE and SCOPE

Client agrees, represents and undertakes that the provisions of this Agreement are applicable for all of its accounts that have been and will be opened in all branches of the Bank and the provisions of this Agreement shall be applied for any transaction that it performs in all branches and through Internet Banking/Mobile Banking channels of the Bank. This Agreement regulates services and products, such as Transactions related with Demand Deposit Accounts, Transactions related with Time Deposit Accounts, Money Transfers, Repurchase Agreements, Reverse Repurchases, Transactions related with Bills of Exchange, Checks and other similar bills, Invoice payments, Implementation of orders submitted by fax and e-mail, Safe deposit box and Internet Banking/Mobile Banking and any service and product to be introduced by the Bank in future shall also be covered by this Agreement. Execution of this Agreement shall not oblige the Bank to provide all products stated herein to the Client and despite providing all or any of these products to the Client, the Bank shall terminate provision of such products to the Client at any time. Special written agreements between the Client and the Bank are reserved. Some type of transactions shall be regulated by special conditions, agreed by and between the Bank and the Client, and relevant Banking practices in addition to the terms and conditions of this Agreement.

#### **3-DEMAND DEPOSIT ACCOUNTS**

Demand Deposit Account is the account type, in which available funds in the account can be paid by the Bank upon a request of the Client without applying any maturity period in advance. The Client is authorized to receive its funds available in Demand Deposit Accounts back, provided that provisions of Turkish Civil Code pertaining to liens and right of retention, provisions of Code of Obligations pertaining to the transfer and assignment of receivables as well as set-off and provisions of other applicable legislations are reserved. If agreed, an interest rate that shall not exceed the rate determined by "The Communiqué No. 2020/3 on Deposit and Credit Account Interest Rates and Profit and Loss Sharing Ratios of Participation Accounts" can be applied to demand deposit accounts. If it is agreed by the parties to accrue an interest, these interests are added to principal at the end of the relevant year and at the time when the account is closed.

#### 4-TIME DEPOSIT ACCOUNTS

1. Time Deposit Account is the account type, in which an interest is accrued to the principal for a predetermined period, which is calculated according to interest rate applied by the Bank. It is not allowed to withdraw any or all of the funds from Time Deposit Accounts before determined due date, unless it is allowed by the Bank to do so. If any fund is withdrawn from the account after obtaining the Bank's permission, the Bank shall be authorized to accrue any interest to the funds withdrawn and/or remaining in the account, to apply the interest rate applied for Demand Deposit Accounts or any other interest rate if it is agreed to accrue an interest, and to determine different interest rates, based on the time of withdrawal and/or the amount of funds withdrawn. The Bank is authorized to not open a Time Deposit Account for amounts lower than announced amount.

2. Interest rates effective for relevant maturity period on the opening date of account are applied for demand deposit accounts, this interest is accrued until the end of maturity period and such interest is not changed until the end of maturity period, provided that provisions of applicable legislations are reserved.

3. If the funds available in Time Deposit Account are not withdrawn on the due date, the maturity period is renewed with the same or similar maturity period and at interest rate that is effective in the Bank on the renewal date, unless it is ordered by the Client that the maturity period shall not be renewed. If the Client orders not to renew the maturity period, the Bank does not renew it. If the last day of maturity period coincides with a weekend day or a public holiday, the maturity period is extended until the next business day.

#### 5-ACCOUNTS IN FOREIGN CURRENCY

All transactions regarding accounts opened in foreign currency are made in the currency, in which the account was opened, provided that provisions of applicable legislations are reserved. When any currency is bought/sold, current exchange rate of the Bank is applied. Rules applicable for demand or time deposit accounts are applied to the accounts in foreign currency, depending on the account type.

#### **6-JOINTACCOUNTS**

1. Individually Used (Severally Used) Joint Account: In individually used joint accounts, each account holder is authorized to have any possession individually on the accounts, including issuing any order, including for transactions regarding overdraft account, establishing pledge on the entire account and closing the account. Each account holder agrees and undertakes in advance that he/she shall be responsible for any consequences arising out of utilization of the account by other account holder(s).

2. Jointly Used Joint Account: In jointly used joint accounts, account holders cannot have any individual possession, cannot issue instructions and cannot exercise their contractual rights on joint accounts opened in the Bank. Account holders agree and represent that they can have any possession on these accounts only by joint signatures of each of them.

3. Unless a written instruction is given by the account owners when the Joint Account is opened that the parties shall exercise their rights jointly, either holder of Joint Account shall be authorized to perform any action individually on the Joint Account. Each holder of Joint Account agrees to accept the conclusions arising out of utilization of Joint Account individually by any account holder.

4. Unless otherwise is instructed by the Clients that have a joint account, they are fully entitled to have possession on the amounts available in and to be deposited to their joint account. Unless otherwise is instructed in written by the Clients, Joint Account holders shall have equal rights and shares and they shall be jointly and severally responsible against any debt, commitment and liability against the Bank.

#### 7-PASSBOOK

Since passbooks are the documents that legally prove existence of a Client account for accepting deposits or participation funds, Clients should receive their passbooks from the Bank through the Branches. The Bank shall deliver the passbook to the Client when the account is opened. If the Client does not want to receive passbook, he/she is required to inform the Bank in written.

#### 8-INSURING THE DEPOSITS

The sum of the principal amount of deposit accounts in Turkish Lira, foreign currency and precious metals and their interest rediscounts except the ones for Official Institutions, Credit Institutions and Financial Institutions, which are opened at domestic branches of the Bank are insured up to the current amount, prescribed by "Regulation on Deposits and Participation Funds Covered by Insurance and Premiums to be Collected by Savings Deposit Insurance Fund".

# 9-STATUTE OF LIMITATIONS RELATING TO DEPOSITS, ESCROWS AND RECEIVABLES

Any deposit, escrow, and receivables that are kept at the Bank and have not been sought for ten years, starting from the date of last request, transaction or written instruction of the beneficiary, are subject to statute of limitations. Any time-barred deposit, escrow and receivable shall be credited to the account of Savings Deposit Insurance Fund (SDIF) if the beneficiary cannot be reached by the Bank after the relevant announcement is made. The Bank performs all procedures and transactions regarding statute of limitations in accordance with the procedures and principles determined by "The Regulation on Procedures and Principles for Accepting and Withdrawing Deposits and Participation Funds and for Time-Barred Deposits, Participation Funds, Escrows and Receivables", which is published by Banking Regulation and Supervision Agency (BRSA).

#### **10-PROVISIONS TO BE APPLIED TO CHECK ACCOUNTS**

The Parties agreed to open a check account under the following terms and conditions as a result of the investigations to be conducted by the Bank regarding economic and social condition of the Client, provided that it is found that the Client is not forbidden to write checks.

1. The Client agrees, represents and undertakes that he/she shall use check leaves in accordance with the provisions of Turkish Commercial Code, Check Law and any other legislation that will amend or replace the provisions of these laws;

2. For each check leave to be drawn by the Client, the Bank is authorized to collect the amount, which will be calculated by multiplying the amount that the Bank is legally obliged to pay to the beneficiary of dishonored check as required by Check Law no. 5941 or any other law that will replace Check Law or any other applicable legislation with the number of check leaves together with any transaction, notification, legal warning and communication commission fees, expenses and charges from the Client's account and to transfer such amount to a blocked account and the Bank is authorized to establish pledge on and apply deductions from this blocked account and the Client shall pay valuable instruments fee for each check leaf according to the Law no. 210 on Valuable Instrument; 3. If checks drawn from its account are dishonored, the Bank shall be authorized to pay the amounts written on those checks by transferring such amounts from other accounts of the Client being kept at the Bank;

4. If the Bank is required to pay an amount that is legally obliged to pay for each check leaf to the check's beneficiary since the checks drawn by the Client are partially or completely dishonored or if the Bank pays the deficit from the amount available in the account, any credit provided to the Client shall be deemed as converted to a cash loan in accordance with the Check Law No. 5941, applicable legislations allow to accrue interest on these amounts starting from the date the debt originated as well as on the debts that will occur as of the value date due to any reason, the Bank shall apply an interest rate to be calculated according to the highest interest rate of credits provided by the Bank at that time and the Bank shall also begin to deduct BITT and RUSF from these amounts, the Bank shall be authorized to accrue a late fee, amounting to two times of the highest current interest rate being applied by the Bank to credits, on the debited current account as of the date of notice and together with above mentioned interests, expenditure tax and fund deduction starting from the date of notice to be sent by the Bank, and same late fee shall also be applied for all expenses to be incurred by the Bank;

5. If the beneficiary is the drawer, when the check is presented to a branch other than the branch of Client's account, the Bank shall make the payment by remitting the amount and if there will be any doubt about the authenticity of signature put on the check, the Bank shall be authorized to receive the check for collection and to send it to relevant Branch;

6. The Bank shall be authorized to refuse making any payment if the check or beneficiary's identity is found suspicious by the Bank when making the payment;

7. The Bank is authorized to request check books and leaves to be returned at any time and if such request is made, the Client shall immediately return check books and leaves to the Bank, if it fails to do so, it shall deposit total amount to be calculated by multiplying the amount that the Bank is legally obliged to pay to check's beneficiary in accordance with Check Law No. 5941 or any other amending or replacing law or legislation for dishonored checks with the number of check leaves to the Bank in cash and lump sum upon first request of the Bank without requiring the Bank to apply for a legal remedy, draw a legal protest or receive any court judgment regardless such amount is requested by check bearers from the Bank or not;

8. The Bank is not liable to make any payment for the Bank's checks that the Client has provided by endorsing them for assignment or collection purposes before the date of issue, these checks shall be deemed presented to addressee branches through verification procedures to be performed electronically and by communicating at the same time in order for collection of check amounts on the date of issue, if the Client's account balances cannot be accessed through electronic terminals due to events occurring beyond the Bank's control, such as system failure, communication and electricity interruption, etc. and in other cases, the Bank shall be authorized to perform validation procedures by phone or any other means that it deems suitable or to send the checks to addressee branches for collection purposes;

9. Regarding other bank checks that he/she bears and he/she has provided to the Bank for remittance purposes, the Bank shall not be held liable for any result arising out of expiration of duration of presentation due to the time spent in mailing and for any result arising out of delays in mailing, the check shall be sent by registered mail unless otherwise is instructed to the addressee bank and, if the check is lost in the mail, the action for invalidation shall be filed by the Client;

10. Regarding the checks that he/she holds and has presented to the Bank by endorsing them for assignment or collection purposes in order to be credited to its account, the Bank shall be authorized to retain them on behalf of the Client and to present them to its own branches/addressee bank in order to be collected within the presentment period;

11. Regarding the checks that he/she holds and has presented to the Bank by endorsing them for assignment purposes in order to be credited to his/her account, the amounts that have been credited to his/her account shall be pledged to the Bank to ensure that the Bank collects its receivables in case these checks are dishonored or lost while being sent to addressee branches/banks, check amounts shall be debited to his/her account on the value dates, on which they were credited to his/her accounts and they shall be deducted accordingly; if the check amounts are required to be refunded, the Bank shall apply an interest rate to be calculated according to the highest interest rate of credits provided by the Bank at that time and the Bank shall also deduct BITT and RUSF from these amounts, and it shall pay such amounts in cash and immediately or these amounts might be debited to its account;

12. If the Client draws check in foreign currency, based on his/her Foreign Currency Account, the Client understands and agrees

that losses may occur when converting two foreign currencies due to transfer of funds between Foreign Currency Accounts, and the Bank is authorized to debit any amount in Turkish Lira that corresponds to the loss arising out of difference between exchange rates and Expenditure Taxes and, in case he/she draws check in foreign currency, TL equivalent of such check amount to be calculated according to foreign currency selling rate announced by the Bank on the collection date of check, to his/her account and to debit taxes arising out of sales of foreign currency to its account in TL or Foreign Currency being kept in the Bank;

13. Check leaves cannot be cancelled unless they are physically returned or a court decision stating that these check leaves are void is presented to the Bank and as long as check leaves remain valid, it will not be allowed to claim refunding of amounts blocked in the accounts in return for such check leaves;

14. All branches of other banks that have agreed with the protocol, which was signed by the banks to process check data electronically without presenting these checks physically to clearing rooms, are authorized to accept the checks that were and will be drawn from the Client's accounts in all branches of the Bank on behalf of bank branches that are seen as addressee of checks; similarly all branches of the Banks are authorized to accept the checks that were and will be drawn from branches of other banks that have agreed with the protocol on behalf of these branches; presentation of any check to any branch of the bank that has agreed with the protocol other than the issuing bank of the check shall be deemed as presentation of the check to clearing room and check details can be processed electronically without being presented physically to clearing rooms and therefore the original copy of the check can be retained by the bank branch, to which the original copy was presented, and branches of other banks that make the payment are not liable to check authenticity of signature put on those checks; and

15. If the Client is prohibited to issue checks and open check accounts, he/she shall completely fulfill all of his/her legal liabilities, including returning the check leaves to the Bank and providing all legally required information and documents to the Bank within the legal period.

16. Client hereby agrees, represents, and acknowledges that he/she has established a pledge on his/her demand deposit savings account at the Bank for the sum of guaranteed amounts of the checks in order to ensure that the amount of Guaranteed Checks, received from the Bank, which are also guaranteed by the Bank are compensated and they are paid by the Bank; the Bank shall block the said amount at the account for this purpose; and such pledge shall continue to be effective until the checks received from the Bank by the Client are completely returned to the Bank. The Bank, at its discretion, is authorized to increase guarantee limit, to make payments according to this limit, and to increase blocked amount. The Client is required to deposit the amount, determined by the Bank, immediately and in cash upon first request of the Bank. The Client agrees, represents and undertakes that the procedures performed between the Client and the Bank when delivering the check book shall be deemed as a non-cash credit agreement, if there is not enough balance in its account, it shall be deemed to use credit from the Bank for the amount to be paid by the Bank for each presented check leave and it shall pay all interests to be accrued by the Bank at a rate that might be the highest interest rate applied by the Bank for short term credits as well as all applicable taxes, expenses and any other legal supplements for the period until the said amount is paid back by the Client to the Bank.

#### **11-BILL OF EXCHANGES REMITTED FOR COLLECTION**

1. The Bank will enter the amounts of the bill of exchanges presented to the Bank in order to be collected into the Client's account only after the said amounts are definitely paid and collected. If the Bank has already entered the amounts of such checks and bill of exchanges to the Client's account before actual collection date, this shall not create any right of receivable in favor of the Client. The Client agrees that such a record was only made by the Bank for convenience of accounting procedures.

2. The Client agrees that the Bank is not responsible for any delay and loss that may occur in postal service without any failure of the Bank when sending promissory notes bills of exchange or checks to addressee/correspondent bank(s) for collection or for returning them to the relevant branch, for failing to complete all legally mandatory fields of promissory notes/ bills of exchange or for having 15 (fifteen) days or less to the date of maturity and, if these promissory notes or bills of exchange have to be collected through correspondent banks, for failure to issue legal protests due to insufficient time between delivery date and due date, for the failure to complete all legally mandatory fields of checks that were delivered for collection or for delivering them without being endorsed. When the Bank sends the bill of exchange to its branch or correspondent bank, it shall be deemed that it has fulfilled its liabilities. The Bank may send the checks and/or bills by normal post or by any other means at its sole discretion. The Bank will not assume any responsibility for losses or delays in the

post. After bills of exchange are presented to the Bank, the sender shall not be entitled to renounce the transaction and it cannot raise any objection against and/or make any claim from the Bank.

3. The Client agrees to pay expenses for bills of exchange, which were presented for collection, in advance and otherwise the Bank shall not be held liable for not collecting the relevant amount/not issuing a legal protest. The Client agrees that regarding the checks or promissory notes/bills of exchange that were presented for collection as being the holder of such checks or promissory notes/bills of exchange , the collected amounts of such checks or promissory notes/bills of exchange shall be credited and commissions, expenses and other deductions shall be debited to its account.

4. The Client agrees and undertakes that if checks issued in foreign currency by foreign banks abroad are negotiated and then their Turkish Lira equivalents are paid and if these checks are dishonored or cannot be collected for any other reason, then he/she shall repay his/her liabilities arising out of any payment made to it in the same currency and immediately upon first written request of the Bank.

5. If any check and/or promissory notes that was presented for collection is lost, the liability to institute all procedures for cancellation of such checks and/or bills shall belong to the Client. The Bank shall not be held responsible for the checks and/or promissory notes, which have been issued or drawn in contradiction with applicable legislations. Likewise the Bank cannot be held responsible for alterations, erasures projections and/or any later additions, or signature falsifications or fraud relating to the bills of exchange and any claims made by the relevant parties regarding such issues and the consequences of such claims shall entirely be borne by the Client.

6. The Client may prepare and submit the information about and lists of checks to be presented to the Bank in magnetic media. However, the Client agrees and represents that it is personally responsible for submitting the checks and check list that was prepared by the system to the branch, in which it has an account, together with the register number. The Client agrees and represents that the Bank's records will be agreed to be correct and be taken as basis for any dispute that may arise out of problems or errors when sending information in magnetic media and/or entering checks. The Client agrees that it shall present the negotiable instruments to be presented for collection by completing the Bank's Check/Bill Presentation Form and, otherwise the Bank may not accept such negotiable instruments. The Client agrees that if the checks that it has presented to Clearing Room through the Bank are dishonored, the Bank shall be authorized to perform all actions that must be performed in accordance with the fourth paragraph of Article 3 of the Check Law No. 5941 and to sign on behalf of the Client for completion of procedures regarding dishonored checks and it shall not raise any objection against the Bank for such actions. The Client is responsible to control the condition of bills of exchange presented to the Bank for collection purposes. The Bank shall not be responsible for negotiable instruments that do not meet legal criteria or for alterations, scratches, erasures, strikethroughs on these negotiable instruments and to check for any counterfeit signatures, fraud, etc.

# 12-MONEYTRANSFERS (BANK TRANSFER, REMITTANCE, EFT, SWIFT)

1. Money transfers are transactions to be made among the Bank's branches (Remittance, Bank Transfer) or to other banks or branches (EFT) in Turkish Lira and/or foreign currency (SWIFT). If the Client gives a money transfer order to be debited to its accounts in the Bank or to be deducted from its available balance in the Bank, it shall clearly specify the name, surname and business name, Turkish Republic ID (TRID), Foreign Person ID (FID), Tax ID (TID) of the recipient, his/her account number (IBAN), Client ID or user code, contact details (phone, e-mail, etc.), recipient's bank name, branch or branch code, address details, subscription/installation number for invoices, TID for tax payments, social security ID for payments to Social Security Agency, amount of transaction, currency, party that will be responsible for correspondent bank expenses, and payment method to the Bank. If the amount of money transfer will be directly paid to recipient by the Bank, the Bank's responsibilities shall be deemed fulfilled after the Bank makes the payment or, if the payment will be made through a correspondent bank, after the relevant amount is transferred to the correspondent bank. After money transfer orders are presented to the Bank, the sender shall not be entitled to withdraw from the transaction and it cannot raise any objection against and/or make any claim from the Bank. The Client agrees that in case money transfer transactions are made through Internet Banking/Mobile Banking channels, such amount can be transferred immediately to the recipient's account at any day/time of the week and the recipient may immediately use it. The Client agrees that name and surname/ business name and address and account number details can be shown as sender and, if requested by the counter

party, can be provided in Swift messages. The remittance requested to be sent by Swift, fax or e-mail and other channels must be made with a signature or must be confirmed with an encrypted Swift message or fax of any branch of the Bank or the correspondent bank. The Bank shall execute the payment order that was duly sent through its foreign branches or correspondent banks. Remittances can be submitted without adding any explanation, except for cases, in which it is legally required to add such explanation, and any explanation/condition stated by sender on the remittance order shall not make the Bank a party to the transaction. Furthermore the Bank is not liable to fulfill such conditions, specified as explanation of remittance, and to control, track and evaluate such conditions. The Bank shall submit a copy of remittances, which were made by Swift, to registered e-mail address of the Client upon the Client's request and without requesting any additional fee.

2. The Bank is free to notify the Client through any means, including invitation, notification letter, phone and verbal means, and within any period it deems suitable for amounts transferred to the Client. The Client is responsible to pay any notification expense incurred by the Bank. The Client agrees that the Bank may accept any amount transferred to its account/name and credit such amount to any account of the Client without informing and/or receiving the Client's instructions, if the Client does not have any account in foreign currency, the Bank may open a new demand deposit account in relevant currency and credit the received amount to this account. The Bank is not required to give any notice for amounts credited to the account. If any attachment, precaution and similar encumbrance is established on the account after or at the same time a money transfer is received, the Client is not entitled and authorized to refuse such transfer and the Bank shall be authorized to apply such attachment and precaution. The Bank may deduct and offset such transfers received from its receivables and, in such case, the Bank shall not be required to send any notice and the Client shall not be entitled and authorized to refuse such transfer regardless of a notice being sent or not.

3. If the balance of sending account is not sufficient, money transfer shall not be performed. The Bank is not liable to investigate whether the Client's accounts in the Bank have sufficient balance or not. If the transaction is completed despite of any limitation on the sender's account and if this limitation is noticed by the Bank before making the payment to recipient, the Bank shall be entitled and authorized to cancel transactions unilaterally. However, if payment was already made before

noticing the error, the Client agrees and undertakes that the Bank shall not have any responsibility and it shall immediately pay such amount of money transfer together with delay interest and all its supplements to the Bank and if it fails to do so, the Bank shall be authorized to apply for legal remedies.

4. The Bank shall never be held responsible for refusal of money transfer by the recipient, insufficiency of balance of the sending account, failure to make the transaction since there is not enough balance in the sending account for transfer fee, commissions, taxes and expenses, delay and/or failure to send the transferred amount due to any precautionary injunction, attachment, encumbrance, etc. established on the sender's and/or recipient's account, delays, failures or losses in sending the money transfer, which is made by mail or phone since it couldn't be made online due to technical problems and/or communication failures, and the Client shall not make any claim from and raise any objection against the Bank in such situations.

5. Fees, expenses and financial liabilities of both transferred and received amounts shall be charged to the Client.

6. If the transfer day stated on any money transfer order for transferring an amount to an account in another bank coincides with a holiday and/or the money transfer order is received later than the hours, which were announced by the Bank as eligible for money transfer transactions, the money transfer order is fulfilled on the next business day.

7. If there is not any recipient for the transferred amount, the Bank is authorized to receive it back by informing the Client.

8. If any amount transferred to the Client by the Bank in cash and in TL and/or foreign currency has already been paid in advance to and/or credited to the account(s) of the Client, is found recurring, fraudulent or dishonored or if such amounts are not credited to the Bank's accounts by the Bank's correspondent banks due to international banking legislations and practices or any other reason and/or if such amount is requested by the Bank's correspondent banks for any reason or if such amount is refunded by the Bank as required by international banking legislations and practices, the Client shall refund any amount that was paid to the Client in advance together with accrued interest, fee, expenses and commissions. Furthermore any expense, fee, interest and commission to be incurred by the Bank and/or to be requested by domestic or international correspondent banks from the Bank due to such transactions shall be reimbursed by the Client and if any lawsuit is filed by the Bank and/or correspondent banks for such money transfers, all payments to be made by the Bank shall also be reimbursed by

the Client. The Client agrees that if money transfers in foreign currency, which are credited to the Client's account in the Bank, are required to be refunded by the Bank due to international banking legislations and practices, the Bank shall be authorized to collect/refund such amounts from its account and it shall not raise any objection for such case.

#### 13-AUTOMATIC/REGULAR PAYMENT ORDERS

1. Client hereby agrees that the following provisions shall be applied to automatic internal transfers or remittances or electronic fund transfers (EFT) to be made from his/her account to the persons that have accepted to receive remittances, corporates with which the Bank has executed agreements for this purpose, accounts of the persons to be specified by the Client, being kept at the Bank and/or other banks. Entire responsibility for automatic payments (Automatic Payments for Entities and Regular Payments) shall belong to the Client. After an automatic payment is made, it is not possible for the Client to depart from this transaction and it shall not be entitled to make any claim from and to raise any objection against the Bank. Automatic Payments are made according to the Client's order given to the Bank for this purpose until the said order is modified or cancelled by the Client in written. The Client may either sign an order or the form, which contains sufficient information for regular payment of any invoice and other similar payments that it requests to be paid automatically and regularly from its account or may give automatic remittance and automatic payment orders by using the Bank's Internet Banking/Mobile Banking channels. If there would be any change in the order or the form that was delivered to the Bank, the Client is obliged to inform the Bank immediately for such changes. Otherwise the Bank shall be authorized to make transactions, based on information available on the existing order or form.

2. If the account does not have sufficient funds and/or there is precautionary injunction or attachment on the accounts, Automatic Payment cannot be made.

3. The Client agrees and represents that if it makes any additional payment for transactions, for which it has given an Automatic/Regular Payment order, the Bank shall not be held responsible for recurring payments. The Client agrees, represents and undertakes that it shall be deemed that it has completely accepted the content of account statement to be sent upon the Client's request for the Bank's Automatic/Regular Payment practices if it does not raise any objection against the statement within 7 days.

4. The Client agrees and represents that if its relationship with the beneficiary of automatic payment is terminated, it shall immediately notify the Bank for this terminated relationship, for which it has issued Automatic/Regular Payment order and if it fails to do so it shall be responsible for any payment to be made by the Bank.

#### 14-INSTRUCTIONS BY FAX / ELECTRONIC MAIL

1. If orders signed by authorized representatives of the Client are submitted to the Bank by fax/electronic mail, the Bank at its sole discretion, shall be authorized to accept the document generated by its own facsimile device/electronic mail as the original copy and to execute the instruction without requiring or waiting confirmation of fax/electronic mail.

2. The Client agrees that the Bank may not execute any instruction of the Client received by fax/electronic mail that it has a suspicion about its authenticity unless it receives necessary confirmations and if there will be any difference between the instruction, which was received by the Bank by fax/electronic mail, and the original copy of confirmation letter received after execution of instruction, the Bank may have already taken the instruction, which was received by fax/electronic mail, into consideration.

3. Instructions shall be given from the fax number/electronic mail address written in this agreement or notified to the Bank in written. If the fax number/electronic mail address is changed, the Client shall immediately inform the Bank in written. The Bank may not take into consideration the instructions sent by any fax number/electronic mail address that is different from those provided to the Bank. The facsimile transmission received by the Bank must have the Client's business name (if it is a real person, his/her name) and phone number of the facsimile device, which were printed by the sending facsimile device. Fax transmissions that do not contain these records may not be processed by the Bank. Written original copy of the instruction that was sent by fax/electronic mail shall be submitted to the Bank as soon as possible by mentioning that it is the written confirmation of fax/electronic mail message.

4. Client shall take necessary measures to ensure that only authorized representatives can submit orders to the Bank via fax/electronic mail.

5. When the Bank receives the Client's instructions by fax/electronic mail, it shall compare the signatures put on these instructions with reasonable care and if it is determined

that these signatures are authentic, it shall execute the instructions without waiting for written confirmation.

6. The Bank is not responsible for consequences of signature similarities that cannot be noticed at first sight, for the consequences of counterfeit and fraudulent actions, failure of public or private communication means of the Client or the Bank, insufficiency, inaccuracy, incompleteness and illegibility of information or instructions given in the fax/electronic mail message and any failure of the Bank's correspondent banks and third parties.

#### **15-INSTRUCTIONS BY PHONE**

The Client agrees and undertakes that he shall not hold the Bank responsible for the losses, damages, delays or misunderstandings arising from the usage of telephone and other communication means or damages arising from the behaviour, fault or negligence of third persons and the instruction given by the Client will be recorded by the Bank if deemed necessary without the need for a further notice and that these records will be used as evidence at any dispute.

#### 16-REPO and REVERSE REPO TRANSACTIONS

Any repo and reverse repo transaction to be made by the Bank with the Client shall be subject to BRSA's regulations and these transactions shall be made in compliance with such regulations.

#### **17-SAFE DEPOSIT BOX PROCEDURES**

1. The bank determines the rental of the safe deposit box it rents to the Client at the vault at the special location in the Bank's branch building annually. This can be freely changed any time by the Bank and is collected from the Client in advance. No flammable, explosive, smelling and decaying substances and illegal documents or goods can be kept in the safe deposit box and if they are kept, the entire responsibility shall belong to the Client. Since the Bank cannot know the content of safe deposit box, the Client is responsible to prove the content of its rented safe deposit box. The Bank is authorized to inspect and control the content of safe deposit box at any time in presence of the Client in order for security reasons. If the Lessee (Client) fails to meet such request of the Bank, the Bank may immediately terminate this agreement. The Bank has no responsibility regarding the content of the items stored in the rented safe deposit box, its value and amount, deterioration in value, damage and harm, loss due to any reason.

2. The Lessee has to sign "the Vault entry and exit book" and/or

"the Follow Up Form" reserved for this service stating date and time every time at entry and exit to and from the vault. At the signing of this agreement, the Lessee states that he has received 2 identical keys of the safe deposit box he has rented. On no account can the Lessee duplicate the key entrusted to him and use the duplicated key.

3. The Lessee must remove the key from the safe himself after using the safe he has rented. The Bank assumes no responsibility for consequences due to Lessee's forgetting the key in the lock.

4. The Lessee undertakes to return these keys in return for a receipt to the Bank when the rental agreement is terminated by the Bank.

5. If the Lessee loses one or all of the keys he has received, he is obliged to inform the Bank of the matter in writing immediately. If not, the Bank assumes no responsibility for the consequences that may arise.

6. In case of the loss of a key (even if one key is lost at double keyed safe deposit boxes), the lock of the safe is opened by the Bank breaking the lock in presence the Lessee and the safe lock is changed no matter what happens. The breaking of the lock or its modification and all of the expenses required for these are borne by the Lessee. The Lessee undertakes to pay the advance payment requested by the Bank for these expenses immediately in cash.

7. The Lessee cannot rent, hand over the safe deposit box it has rented and use it jointly with another unless he has rented it jointly from the Bank. In case the Lessee is an ordinary company or a legal entity, the safe deposit box can only be used by the person or people who have been authorized on this matter. Presentation of authorization documents (like signature circular, power of attorney) to the Bank is necessary for the aforesaid. Unless otherwise agreed; any one of the persons to whom the safe deposit box has been rented is also authorized to enter the vault alone and the Bank assumes no responsibility for the dispute that may arise on this matter. If the contrary is decided with an agreement between the parties, all of the lessees must come together or send a joint proxy. Each one of the Joint Lessees states and agrees that they are responsible for the rental and other charges that must be paid pursuant to this contract in their capacity as joint debtor guarantor.

8. Unless the Bank or the Lessee informs in writing that it has terminated it before its expiry or the Lessee returns all of the keys he holds and/or his representative has to the Bank at the expiry date of the agreement, it shall be considered to be renewed with the same conditions and for the same period. Rental fees for the new rental period are paid in advance. Otherwise, the safe deposit box cannot be used.

9. If the Lessee does not return the safe keys to the Bank within latest three months as of its termination for whatever reason or the expiry of the agreement or does not pay his debts due to rentals or other reasons, the Bank has the right to have the safe deposit box opened in presence of a notary, retain the contents against its receivables and sell them or a part theref at its discretion market value and collect its due accordingly. All expenses incurred for this matter shall be borne by the Lessee.

10. Unless otherwise agreed by and between the Bank and the Client, safe deposit box is rented for 1 (one) year period. Such 1 (one) year period begins with the date of issue of the safe deposit box's logbook. The Client has to pay the safe deposit box fee, stated in the Information Forms Related to Fees and Commission annex to the Agreement, to the Bank. Rental fee of safe deposit box is determined annually and the rental fee of first period is paid in advance when the safe deposit box's logbook is issued and subsequent fees are paid again in advance according to then current rates determined by the Bank. The Bank is authorized to increase annual rental fees. The rental fee for relevant year shall be announced by the Bank. If the Client does not inform the Bank until renewal date that he doesn't want the rental agreement to be renewed and if he does not return the keys to the Bank, the Bank may collect the rental fee of renewed period from the Client's deposit account and the rental period shall be deemed as extended for 1 (one) year period. The Bank is authorized to collect the rental fees and any expenses incurred for such rented safe deposit box from any account of the Client in the Bank.

11. The Lessee agrees that he shall be responsible for the expenditure tax he must pay for this agreement and all kinds of taxes, duties, charges and expenditures which exist or may be imposed.

12. In case of the death of the Lessee, the safe deposit box can only be opened and its content taken with the permission of the related Tax Office and the joint application of those who have been determined as heirs by means of the certificate of inheritance or through a joint representative duly appointed by a power of attorney.

13. The Bank reserves the right to change the place of the vault in the location of the branch and move the Client's safe deposit box to the new location. Likewise, in case the branch is moved from one building to another building, the Bank has the right to transfer the safe deposit box to the new building. 14. If relationship of rent has been terminated or the Bank's Branch is closed and the Client does not visit the Bank and empty his safe deposit box within 7 (seven) days following the relevant notice of the Bank, his safe deposit box shall be opened in the presence of notary public at the Client's expense and the content of safe deposit box shall be retained by the Bank on behalf of the Client. If the safe deposit box is opened, the Bank shall be entitled to retain the content of safe deposit box for any expense made by the Bank and, if any, for unpaid rental fees.

15. The Lessee agrees that the Bank's legal books and all kinds of records and document shall be the sole proof and he cannot substitute further proofs at disputes arising from the agreement herein. The provision herein is an agreement for admission of evidence in the meaning of article 193 of Turkish Law on Civil Procedure.

16. Prescription period for the assets in the safe deposit boxes starts at the date the safe was last opened. In this case, the Bank has the right to have the safe opened in presence of a notary and hand the contents over to the SDIF after deducting its dues, if any.

# 18-PROVISIONS PERTAINING TO INTERNET BANKING / MOBILE BANKING

1. Internet Banking is the provision of capabilities to give orders through Internet, perform any transaction and query at the Client's accounts and perform any other transaction that the Bank might make available in future by allowing the Client to connect to the Bank's system through Internet via various equipment that meet technical requirements by using the password and other security elements that have been exclusively provided to him/her.

2. For the purposes of this Agreement, the Client represents, agrees and undertakes in advance any criminal and legal responsibility arising out of any transaction made online by connecting to Internet shall belong to him and it shall comply with the principles and rules required by the Bank as well as the Bank's security rules and transaction steps when benefiting from the services provided through Internet and/or other electronic media.

3. The Bank shall only give a unique password to the Client and execute the instructions to be given by the Client by using such password without investigating his/her identity through any other Banking service unit. There might be separate passwords of each owner of joint accounts or there might be only one joint password. The Client hereby represents and agrees that the authority to use the services and possess the accounts to be

provided by the Bank under this Agreement shall exclusively belong to him/her, any transaction to be performed through the password that was provided to him/her by the Bank shall be deemed to be performed by him/her, he/she shall pay necessary care and attention for keeping such password(s) confidential, if a joint password is being used, he/she shall not claim that confidentiality of Client details is compromised and he/she gives consent to joint authority, he/she shall not disclose or make such password(s) available for any third party, and he/she shall be completely responsible for the results of allowing any third party to use such password(s). The Client hereby represents and agrees that if the passwords with various authorization levels are provided to him/her, he/she shall personally be responsible for utilization of such passwords by any third party and results of such utilization, the Bank shall not be liable to investigate the identity of person, who performed transactions by using such passwords, and the transactions to be performed by using such passwords shall be binding on him unless he/she has already instructed the Bank in written to change them or their authorization levels, provided that aforesaid provisions are reserved. The Client is responsible to keep the password secure and if the password is lost or learned by other persons, the Client shall immediately apply to the Bank in written for cancellation of old password and provision of a new password. Upon this application the Bank shall immediately cancel the old password and give a new one to the Client. However the Client shall be responsible for any losses and damages that may occur as a result of the transactions to be made until old password is cancelled.

4. The Client represents, agrees and undertakes to fully comply with the provisions of current legislation when benefiting from Internet Banking/Mobile Banking services. Any transaction can only be performed by entering the password, which was exclusively provided to the Client, accurately to the system. Regarding the Clients that are legal entities the right to use the password, device/A&T Bank Mobile Approval Application and user details shall exclusively belong to the persons, whose identities were provided in written by the Client to the Bank. If any of these persons, whose identities were provided in "Arap Türk Bankası A.Ş.'s Internet Banking Application and Authorization Request Form for Commercial Clients", quits his/her job due to any reason, the Client must receive such password, device and user details from him/her. The Client shall be entitled to deliver such password, device and user details received by him/her to any other person or not and to notify the

Bank for such transaction or not. The Client hereby represents, agrees and undertakes that he/she shall be liable for any losses and damages that might arise out of his/her failure to receive such passwords, devices and user details from the user that has quit the job for any reason and/or to notify the Bank regarding such user replacements.

5. The Client hereby agrees that the Bank is not liable for the results of fraud and forgery; the failure or non-functioning of public or private communication tools that he/she and the Bank possesses; partial or complete failure of performance of transactions under his/her responsibility; insufficient or incorrect or incomplete transmission of any information or order that was submitted through secure e-mail; duplicate transactions that might be performed based on the letters of confirmation, which have not been clearly marked as a letter of confirmation by the Client; any failure of its correspondents and third parties; any interruption or termination of services due to technical reasons, such as problems that might occur at any time or during the provision of the Bank's Internet Banking services; or access of third parties to his/her information as a result of problems caused by hardware, software, Internet server or other reasons.

6. Provision of Internet Banking/Mobile Banking services by the Bank to the Client shall not be deemed as a commitment of the Bank to supply hardware and software to the Client. When using Internet Banking / Mobile Banking service, the Client agrees and undertakes that he shall be personally responsible for any loss and damage that may occur due to lack of sufficient security measures of the electronic device that he uses to receive the service and for taking any current security measures to prevent unauthorized access of third parties to such computers, mobile phones, tablet PCs and/or other electronic devices that he uses.

7. If the Client's accounts at the Bank are closed, the services being provided are never used for a period of 1 year, the Client acts in contradiction with his/her commitments under this Agreement, any legal proceeding is filed against the Client, the Client fails to pay his/her due liabilities to the Bank, there are justified reasons, or due to security issues, the Bank may cancel the Client's password and his/her right to use Internet Banking/Mobile Banking and terminate the services provided to him/her. The Client hereby represents, agrees and undertakes that if this service is halted by Bank, he/she shall not make any claim for any losses or damages, the service might also be interrupted due to technical reasons, and he/she shall release the Bank from its liabilities arising out of such cases.

8. Taxes that might arise out of the transactions to be performed

by the Client through Internet Banking/Mobile Banking services shall be directly debited by the Bank to the Client's deposit accounts. Furthermore, the Bank may claim a fee for any SMS messages sent to the Client if allowed by applicable legislations. 9. The Bank is not responsible for not executing the orders of the Client, whose account balances are not sufficient. The Client may give orders and perform transactions through Internet Banking/Mobile Banking between 9 am and 5 pm on business days and may perform transactions at the times that might be decided separately. If any order given by/transaction performed by the Client through Internet Banking/Mobile Banking couldn't be executed on the same day due to any reason and was left to be performed on the next business day, the said order/transaction shall be executed only if the account balance is sufficient and there is not any sequestration, attachment, precaution or any other encumbrance on the account.

10. The Client hereby represents, agrees and undertakes in advance that he/she shall never hold the Bank liable for any losses and damages that he/she might have suffered in connection with or during the utilization of products and services being provided by the Bank through Internet and/or electronic means. If it deems necessary, the Bank may restrict or extend the scope of services provided through Internet Banking and electronic media or may partially or completely stop such services without informing the Client if these services are used for any other purpose.

11. The Client hereby agrees, declares and undertakes that it is responsible for reading all information and warnings announced by the Bank through Internet and/or electronic media and the Bank shall not be held responsible for losses that may occur if the Client does not read them and/or does not take the warnings into consideration.

#### **19-CONFIDENTIALITY**

1. The Client agrees that the Bank, its shareholders, affiliates, service or consultancy service providers, agencies and the entities and organizations, with whom the Bank collaborates and partners, are authorized to share, process and transfer originals and copies of any information and document in compliance with the Banking Law no. 5411, the Law no. 6698 on Protection of Personal Data and other applicable legislations.

2. The Client agrees that if it is required by national and international legislations that the Bank must follow and by the provisions of national or international conventions, to which the Bank is a party, or, even though it is not a party, if the Bank is required to comply with applicable legislations and conventions in order for itself and/or its affiliates, any personal information and/or account related information that are considered as Client secret can be shared with national or international entities, organizations (FATCA/USA Foreign Accounts Taxation Compliance Act, Common Reporting Standards (CRS), ESMA/ European Capital Market Authority, IRS/USA Internal Revenue Services, etc.) and correspondent banks. For this purpose the Client agrees that if it refrains from providing the information that might be requested by the Bank, it might be reported in "non-compliant" category in any notification and report to be submitted by the Bank to official authorities. If the Client claims that he/she does not have any taxation relationship with USA, he/she agrees to sign relevant declaration (through signature, electronic signature or permanent data storage devices) and to immediately inform the Bank if there would be any change therein.

#### **20-GENERAL PROVISIONS**

1. The funds deposited to the accounts are recorded with the value date of the next business day after the transaction. Negotiable instruments and remittances that were presented for collection purposes are processed on the first business day following their actual collection day, provided that they are transferred to the account. If any money is deposited to the account on weekend days and other public holidays, its value date shall be the second business day after the transaction date. In case of withdrawal of money from the account, the value date shall be the business day on which the transaction was made. If any money is withdrawn from the account on weekend days and other public holidays and other public holidays, its value date shall be the business day on which the transaction was made. If any money is withdrawn from the account on weekend days and other public holidays, its value date shall be the first business day before the transaction date.

2. The Bank shall have any pledge, retention, clearing and offsetting rights pertaining to its liabilities and risks on any right and receivable of the Client. Unless otherwise agreed, the exchange rates and prices announced by the Bank on the transaction date are applied for any set-off or deduction relating to foreign currency and precious metal accounts.

3. The Client's deposit accounts shall be blocked in accordance with the provisions of applicable legislations pertaining to pledge, retention, transfer and clearing as well as the authorizations granted and liabilities imposed by other applicable laws (notification of legal encumbrances, such as attachment, injunction, etc.).

4. The Client agrees that any legal relationship between the Bank and the Client shall be established on behalf of himself/herself

and if he/she acts for and on behalf of another person, it shall inform the Bank in advance and in written and it shall immediately notify the Bank in written about identity of any legal entity/real person, on behalf of which it may act, in accordance with the Law No. 5549 on Prevention of Laundering of Criminal Proceeds. For the purposes of this provision, any responsibility, including those arising out of the provisions of legislations pertaining to Prevention of Laundering of Criminal Proceeds, shall belong to the Client.

5. The Bank is subject to the regulations that have been/will be published by BRSA and Central Bank of the Republic of Türkiye regarding the fees to be received from its clients for any product and service to be provided under this Agreement and all procedures regarding the fees to be received from the Clients are performed in accordance with these regulations. The Bank announces the amounts, such as any commissions, expenses, charges, etc. to be requested and collected from the Client's accounts for any product and service being provided. The Client is informed before any transaction is performed and through any method that is suitable for the channel of transaction with Information Forms Related to Fees and Commission annexed to the Agreement. Such determined commissions, charges and expenses and any taxes, funds, duties and levies determined by legal authorities are paid by the Client either at the time of transaction or on the date of accrual.

6. The Client agrees that if the Branch, in which the Client's account is kept, is closed or transferred to another branch, the Client ID and/or account number might be changed and the provisions of this Agreement are exactly applied to the new or transferred account. The Bank applies these changes by informing the Client in written or with permanent data storage units.

7. The Bank is entitled to take any measure it deems necessary for provision of services securely and to record any conversation between the Bank's officers and the Client through any audio/video recording system in compliance with applicable legislations. These records are accepted as documents in accordance with Article 199 of Civil Procedures Law (CPL).

8.Books and accounting, computer, microfilm, microfiche, audio, video and other records of the Bank shall be accepted as firm and valid evidences in accordance with Article 193 of Civil Procedures Law (CPL).

9. The Client's address registered in this Agreement is accepted as the Client's legal domicile and all notices and legal warnings are sent to this address. The Client shall notify the Bank in case of any change in his/her legal domicile, otherwise the notices and legal warnings shall continue to be sent to the Client's last notified address or the address written herein and they shall be deemed valid. In addition to the addresses to be notified by the Client to the Bank, if there will be any address of the Client, registered to Central Birth Registration Administration System (MERNIS), Address Registration System (AKS) of the General Directorate of Birth Registration and Citizenship Affairs of the Ministry of Internal Affairs or if the Client has any Registered Electronic Mail (KEP), any notice to be sent to any of these addresses shall be deemed as duly served.

10. If the Client becomes aware that any password, device, security step details that were provided to the Client to use products and services are used and obtained by third parties or if mobile phone number, technological tools and systems, and SIM card of the Client is changed / stolen / lost, etc. the Client shall immediately inform the Bank.

11. The Bank may send Account Statement to the legal domicile, registered e-mail address or fax number of the Client and inform the Client about debit and credit movements of his/her accounts. If the Client does not raise any objection against the accuracy or content of Account Statement by providing the reasons of his/her objection within the legal period and through the methods stated in Article 94 of Turkish Commercial Code, starting from the receipt of such Account Statement, it shall be deemed that the Client has accepted the Account Statement and its content. The Client represents and agrees that it shall not make any claim and claim any right for this purpose and the Bank shall be authorized to collect any expense and commission for submission of such statements from the Client's accounts.

12. Working hours of the Bank are the days and hours that were determined and announced by the Bank in conjunction with the opinions of Turkish Banks Association (TBB). No transaction or order is accepted for that day outside business hours. The days on which the Bank is closed due to reasons, such as weekend, public holiday, general strike, lockout, etc., are not accepted as business days. Interests, fees, commissions, etc. shall also accrue during the time when the Bank is closed. The Client agrees and represents in advance that services might be interrupted for a short period due to negative consequences of service problems arising out of existence of any acceptable force majeure event and existence of large scale natural disasters (earthquake, etc.) and some transactions may not be performed on that day and the transactions will be performed in accordance with the instructions of competent public authorities during those days.

No compensation may be claimed from the Bank for any loss or damage suffered because of such reasons.

13. The Client hereby declares in advance and irrevocably that the Bank does not have any responsibility under any name and for any reason arising out of failure to perform the transactions due to technical problems or any other reason, including the ones attributable to the Bank, lack of services, missing or faulty services, damages caused by third parties to the system and accounts by their unauthorized intervention, etc. in the transactions and/or services under this contract and the Client has waived his/her rights to file any legal proceeding or to make any claims in this case.

14. Persons that are mentioned as authorized to do the listed transactions on behalf of the Client by presenting signature circulars and authorization documents or the persons to which the Client has granted authorization by a power of attorney or written instructions shall be considered as authorized persons. Changes in the rights of these persons and termination of procuration due to any reason shall not be effective for the Bank unless they are notified in written to the Bank by the Client, together with relevant legal documents. Unless a written notification is sent, any announcement to be published at Turkish Trade Registration Gazette or any other written press shall not bind the Bank. If an authority was particularly restricted in the general power of attorney, it is considered that the proxy is authorized for the transaction under this Agreement. The Client is responsible for the accuracy of identification cards. The Bank checks the identities of the Client and his/her representatives/proxies and their signature specimens by comparing them with the signatures on the documents that they have completed and presented to the Bank and the Client hereby agrees and declares that these actions shall be taken by reasonable care and the Bank and its staff shall not be held responsible for any signature similarities that cannot be detected at first sight. Furthermore the Bank shall not be held responsible for any fraudulent power of attorney, authorization document, and similar documents that are presented to it, except for gross negligence of the Bank, and shall not be liable to examine and investigate the accuracy of these documents. The Bank shall not be responsible for the lack of qualification or disability of the Client and/or third parties unless it is notified in written. Announcement or publication of such lack of qualification or disability shall not bind the Bank. Unless notified in written, the Bank shall consider the Client and

his/her representatives as fully qualified and possessing any kind of rights and shall not be held responsible for this purpose.

15. The Client agrees, represents and undertakes that it has accepted that any amount to be transferred and/or deposited in cash by third persons to his/her account shall be directly recorded to his/her account(s), regarding these amounts the Bank shall not be a party for any dispute that may occur with any person, entity and/or public authority that has made/will make the transaction and the Bank will not have any responsibility, he/she cannot issue any order in contradiction with this commitment, he/she knows that the Bank's computer system operates in accordance with this commitment and therefore the Bank shall not be held liable for performing or not performing any instruction that might contradict with this commitment and the Bank shall be totally free to apply such instructions or not.

16. The Bank is authorized to block entire balance of the account and to prevent any possession on the account after it becomes aware of the death or disappearance of the Client. In such case heirs of the Client are requested to present finaland definite court decision and actions are taken according to that decision. In case of any objection regarding rights, receivables, testament, etc. the Bank will wait until the judicial authorities settle the objection.

17. The Bank has the right to change the provisions of this Agreement ex officio at any time. The Bank informs the Client about such changes in written, by making an announcement through Internet Banking/Mobile Banking channels, by sending e-mail and by sending Account Statement. If the Client does not raise any objection against such changes within 30 (thirty) days from the receipt of written notice by the Client, it is deemed that the Client has accepted such changes. If the terms and definitions herein are changed, become void or replaced with new ones, the new terms will also be valid.

18. Banks must act in compliance with the laws and legislations in various countries regarding prevention of money laundering and financing of terrorism and prevention of provision of financial or other services to persons or organizations subject to sanctions. The Bank, at its sole discretion, may take any action, including but not limited to stopping, preventing and examining any payment message and other information submitted to or from the Client through the Bank's systems or the Client's instructions and performing more detailed investigations to determine whether a person

or organization, which is subject to a sanction is actually that person or organization or not in compliance with such laws and legislations. Provided that the provisions of this Agreement are reserved, the Bank shall not be liable for any loss (either directly or indirectly any consequential damage or loss of profit, data or share) or damage of any person due to above mentioned reasons. The Bank shall not be held liable for any damage that may occur in case the Bank delays or fails to partially or completely fulfill its obligations or other liabilities under this Agreement due to any action that it deems necessary to take under applicable legislations.

19. If one or several provisions and/or conditions of this Agreement becomes unenforceable, are cancelled or do contradict with current legislations, such situation shall not affect the entire Agreement and other enforceable provisions of the Agreement shall remain valid and effective.

20. The Client represents and agrees that the Bank is authorized to request information and documents about the Client from public and private entities, real persons and legal entities in compliance with applicable laws and legislations if it deems necessary, to provide originals and copies of any information and/or document about the Client to public and private entities, real persons and legal entities and/or organizations and/or correspondent banks in compliance with applicable legislations, to take copies and record any information and document provided by the Client in relevant application forms or thereafter regarding products/services and to use them in any way as allowed by the legislations, the Client has given its consent to these provisions in advance and such actions of the Bank shall not be deemed as violation of the provisions of Banking Law relating to "Confidentiality".

# 21-PROVISIONS PERTAINING TO TERMINATION OF AGREEMENT and CLOSING THE ACCOUNTS

1. The Bank, at any time and at its sole discretion, may send a written notice to the Client at least 7 (seven) days beforehand and terminate this Agreement.

2. The Client must have sent a written notice at least 1 (one) month beforehand and have settled any receivable of the Bank that has arisen and will arise out of the Agreement and have closed all of his/her accounts in order to request termination.

3. The Bank is authorized to close any accounts that do not have any balance and did not have any transaction for a reasonable period without requiring any instruction of or sending any notice to the account holder. If the accounts are closed by the Bank, the Client shall immediately pay any principal, interest, commission, charge, fund, BITT and other receivables of the Bank that have already accrued at the time of closure of the accounts to the Bank and the Bank's right to claim interest for these amounts is reserved.

4. The Bank shall be entitled to close the accounts of the Client, to suspend and/or cancel the Client's rights to use the Bank's products, to stop providing services to the Client and to suspend or completely terminate any legal relationship with the Client including but not limited to the conditions, such as if the Client fails to fulfill its contractual liabilities, if the Bank cannot validate and confirm the identity of the Client as required by currently applicable legislations, if there is a doubt about the sufficiency and accuracy of the Client's identity, if the Client fails to provide the documents/ information/statements requested and/or will be requested by the Bank from the Client due to domestic and international liabilities and if the Client provides misleading/ incorrect/ missing information, if there is any change in such information/documents/statements and the Client fails to notify the Bank in written about such changes, if he Client abuses the contractual services or uses the products/services/ accounts covered by this Agreement for illegal betting and gambling purposes, if the Client makes it highly intolerable for the Bank to provide services, if the Client acts in a disturbing manner or does not use the products/services/accounts covered by this Agreement for more than 1 (one) year starting from the last transaction date and if the balance of these accounts fall to less than minimum balance determined by the Bank, without submitting any notice to the Bank.

#### 22-GOVERNING LAW AND JURISDICTION

The Client agrees that the provisions of this Agreement and Turkish Laws shall be applied for any relationship with the Bank and Courts and Execution Offices in Çağlayan, Istanbul shall be authorized to settle any dispute that may arise between the parties.

# **CLIENT'S STATEMENT AND SIGNATURE**

The Client agrees and undertakes that he/she has read, understood and agreed with the Bank all of this Agreement, composed of 26 pages and 22 main articles in total, together with information forms, notifications and instructions and he/she has been informed that it is possible not to accept this Agreement partially or completely, the Agreement was drawn in such manner, he/she has been warned in detail about the use of Internet Banking/Mobile Banking and to take necessary security measures and to follow the security recommendations given on the Bank's website, he/she is not required to sign, approve or put his/her initials on each page, all provisions of this Agreement shall be applied to him/her and any information and statement written in this Agreement and all of its attachments that form an integral part of this Agreement are complete and correct, if there will be any change therein, he/she shall immediately inform the Bank in written and if he/she fails to do so, he/she shall be entirely responsible under applicable laws.

# **REAL PERSON CLIENT SIGNATURE FIELD**

Date:...../...../....../

# LEGAL ENTITY CLIENT SIGNATURE FIELD

Date:...../..../...../

# **DELIVERY OF AGREEMENT and SIGNATURE**

We hereby kindly request from you to handwrite "I personally received one copy of the Agreement" for the Agreement copy delivered to you and sign this Agreement.

Signature:

ARAP TÜRK BANKASI A.Ş. ..... Branch

# CLIENT NOTIFICATIONS AND INSTRUCTIONS

### 1. LEGAL INFORMATION NOTE FOR CLIENTS ON PROTECTION AND PROCESSING OF PERSONAL DATA

# I. Identity of Data Controller

As Arap Türk Bankası A.Ş. ("Arap Türk" or "Our Bank"), we pay the utmost attention for keeping your personal data and special categories of personal data secure and confidential. For the purposes of fulfilling our liabilities, we process your personal data to the extent allowed by applicable legislations and as described below by acting as the Data Controller in accordance with regulations pertaining to banking, particularly the Banking Law no. 5411, and the Law No. 6698 on Protection of Personal Data ("Law").

#### II. Collecting and Processing the Personal Data and Purposes of Processing

Your personal data and special categories of personal data, which are created and/or updated as long as you use the services of our Bank, might be processed to provide the services of our Bank to you in the best way and for the purposes described below:

- Your identification details, contact details, visual/audio data, biometric data, signature data;
- Data regarding your financial assets and properties, which might be necessary for the services you receive or request from Arap Türk;
- Your digital trace data in case you visit or navigate at our website in order to use online services provided by Arap Türk;
- Your health data in order to prepare your insurance policy in case you purchase insurance service from our Bank, which acts as Insurance Agency and your special categories of personal data;
- To offer products and services of banking operations and insurance operations, for which our Bank acts as an insurance broker and to update your data for such purposes, to provide information and warnings about recent developments and to execute or perform agreements with Clients for such purpose, and to perform necessary procedures for such operations, including fulfillment of contractual terms and meeting the Client requests;
- To conduct intelligence, credibility and necessary analyses and processes in order to assess the credibility of our Clients and to prepare risk classifications, based on payment performance;
- To identify and confirm your identity during the transactions to be performed with our Bank;
- To prepare the reports requested by official entities (Interbank Card Center, Turkish Association of Banks, Central Registry Agency, KGF, SDIF, Central Bank, and BRSA, etc.);
- To perform archiving operations and to ensure information security;
- To conduct internal and external audits;
- To prevent crime attempts, such as financial fraud, money laundering and financing of terrorism, which target service channels and Client assets of Arap Türk, and to prevent fake transactions through other banks by using the details of defrauded Clients, to track fraudulent transactions and to report suspicious transactions;
- To perform and improve banking services and to meet Client requests, including but not limited to the recording of surveillance footages, visitor entries and exits and recording identification details when the head office, regional offices and branches of Arap Türk are visited;
- To meet the requests of official entities and organizations and to implement their decisions submitted to us in order to ensure that the transactions of our Bank are performed in compliance with applicable legislations and our Bank's policies and our administrative and legal liabilities are fulfilled; and

To perform and improve our banking services and to meet the requests of our Clients. They may also be transferred to physical archives and information systems of Arap Türk and be stored both in digital and physical environments.

#### III. Transfer of Personal Data

Your personal data can be transferred to supervisory and regulatory public entities and organizations, archival companies, independent auditors, other correspondent banks as well as domestic and international banks, insurance companies and brokers, companies providing mortgage service in order to ensure credit guarantees, third persons from which we receive advisory services, including attorneys, other companies, from which we receive support service under banking legislations, affiliates of Arap Türk, contracted service providers and their partners in accordance with the Law and applicable regulations to the extent such transfer is required and limited with such reason of transfer for the purposes of Article 2 of this Information Note.

#### IV. Method and Legal Reason of Collection of Personal Data

Your personal data can be collected in order to execute and/or perform the Agreement and to preserve any legitimate benefit or right of the data controller and to fulfill legal liabilities through automatic or non-automatic means and in accordance with the basic principles stated in the Law.

Your personal data can be collected by surveillance camera recording systems available in our head office and branches and through our hotline, web channels, e-mail, official organizations, cargo companies and our website.

#### V. Your Rights for Protection of Personal Data

You are entitled to learn whether your personal data have been processed or not, if your personal data were processed, to request information for such purpose, to learn the purpose of processing of your personal data and whether they were used in accordance with such purpose or not, to know the third persons, to which your personal data were transferred in and abroad, if your personal data were processed incompletely or inaccurately, to request for correction of them, to request your personal data to be deleted or destroyed, if your personal data were processed incompletely or inaccurately or inaccurately, to request that third persons, to which your personal data were transferred, are notified to correct and/or delete or destroy them, if your personal data were analyzed exclusively through automatic systems and any negative result is obtained, to raise objection against such result, and to request for compensation of your damages if you suffer any damage due to illegal processing of your personal data under the Law No. 6698 on Protection of Personal Data.

You can submit your applications regarding your personal data by using one of the below channels by completing the form, which you can download from our website at **www.atbank.com.tr** or receive from our bank;

- personally at Valikonağı Cad. No:10 Nişantaşı 34367 Şişli İstanbul/Türkiye after your identity is confirmed; or
- by e-mailing to our Bank's e-mail address atbank@hs03.kep.tr or
- through other procedures described in the Law and applicable legislation by ensuring that your identity is confirmed.

Our Bank will conclude applications within 30 (thirty) days, based on the nature of request, in accordance with Article 13 of the Law. If the process requires any cost, the tariff determined by the Board of Protection of Personal Data will be applied. If your request is refused, the reason(s) of refusal will be provided in written or through electronic means.

### 2. EXPLICIT CONSENT TEXT

I hereby agree and represent that I give my explicit consent with my free will to Arap Türk Bankası Anonim Şirketi (Bank) to process my identification data, contact data, visual/audial data, biometric data, signature data, financial and property data that might be needed for the services that I receive or request from the Bank, my digital trace data in case I visit or navigate through the Bank's website in order to use the Bank's online services, my health data and special categories of personal data in order to provide and improve banking services and meet the requests of clients and to transfer such data to its shareholders, insurance agencies, legally authorized auditors and public entities and organizations, partners, IT service providers and suppliers for the purposes, including but not limited to the purposes to create my insurance policy in case I receive insurance service from the Bank that is acting as Insurance Agency for the below Banking activities (if you are associated only with the product(s)/service(s) of the relevant activity) that are not included to the Bank's "Information Note on Protection and Processing of Personal Data" and the relevant provisions of the Law No. 6698 on Protection of Personal Data in order to allow the Bank to facilitate the loan, open and manage the accounts, obtain/verify/update client details, create and/or follow-up insurance process, provide legal advices and track litigations and criminal lawsuits, obtain intelligence, work on credit limits, perform current transactions (e.g. check, notes receivables, cash or transfer transactions), expertise procedures and sell real estates, perform courier/cargo operations, audit the operational activities, meet the requests received from public or private entities and organizations and enter/archive the information and documents in the Bank's systems, plan and/or execute necessary operational activities to ensure that Bank's operations are performed in accordance with applicable Bank procedures and/or legislations in order for Internet banking, campaign management and other marketing activities, plan and/or execute the intelligence operations performed to evaluate and/or collect credits and/or other products/services, track legal procedures, ensure that data are provided accurately and/or currently, ensure that the Bank's operations are performed securely, create and/or track credit application processes, create and/or track the processes for insuring the Bank's clients, create and/or track the application processes for products and/or services and create and/or track activities for other products offered by our Bank, prevent fake transactions to be performed through other banks by using the data of our clients and prevent any criminal attempt, such as financial fraud, money laundering and financing of terrorism and track any transaction that form the subject matter of a fraud, report suspicious transactions, record surveillance camera footages when the Bank's head office and branches are visited, monitor visitor entries and exits and process the identification details.

Date:...../...../....../

#### **3. NATURE OF JOINT ACCOUNT**

(This section will be completed only for real person client accounts to be opened as Joint Account as defined in Article 6 of the Agreement.)

□ Individually Used (Severally Used) Joint Account

□ Jointly Used Joint Account

Name & Surname: ...... Signature:

Date:...../...../....../

# 4. FATCA and CRS DECLARATION

It is required to determine whether you meet below listed criteria or not in order to determine your taxpayer status in another country as required by the provisions of applicable legislations.

4A) Criteria applicable for Real Persons:		
Are you a taxpayer in another country?	🗆 Yes	🗆 No
Do you have citizenship in another country?	□ Yes	🗆 No
Were you born in a country other than Türkiye?	□ Yes	🗆 No
Do you have USA Greencard?	□ Yes	🗆 No
Do you have any tax/social security ID in another country?	🗆 Yes	🗆 No
Do you have any residence/contact address/phone number in another country?	🗆 Yes	🗆 No
Do you have any United States Dollars account in another country?	□ Yes	🗆 No
Do you regularly transfer money to another country through a transfer order?	□ Yes	🗆 No
Do you make transactions on behalf of a person/entity of another country?	🗆 Yes	🗆 No
4B) Criteria applicable for Legal Entities:		
Is your origin/place of foundation in another country?	□ Yes	🗆 No
Do you have any tax ID in another country?	□ Yes	🗆 No
Do you have any foundation/contact address/phone number in another country?	□ Yes	🗆 No
Do you have any partnership with more than 10% of shares in another country?	□ Yes	🗆 No
Do you have any office/branch in another country?	□ Yes	🗆 No
Do you regularly transfer money to another country through a transfer order?	□ Yes	🗆 No
Do you make transactions on behalf of a person/entity of another country?	□ Yes	🗆 No
Do your real person shareholders that own 25% and more of your shares		
and authorized company representatives meet the criteria listed in 4A?	🗆 Yes	🗆 No
Do your legal entity shareholders that own 25% and more of your shares		
meet the criteria listed in 4B?	🗆 Yes	🗆 No

Please provide detailed information about the questions above, for which you answered "Yes":

Name & Surname: ..... Signature:

Date:....../...../....../

# 5. PASSBOOK INFORMATION NOTE

Passbooks to be issued by credit institutions for opening accounts in bank branches, must be given to the clients in accordance with the provisions of applicable legislations. Passbooks are considered as documents that legally prove availability of an account when accepting deposits and, if you apply to your branch, your passbook has to be delivered to you without any delay. If you do not request any passbook, we kindly request from you to write *"I read and understood Passbook Information Note. I hereby agree and represent that I have not received the passbook with my freewill."* in handwritten form.

Client's Declaration :	
Name & Surname:	Signature:
Date:/	

# 6. ACCOUNT TRANSACTIONS NOTIFICATION APPROVAL

I hereby agree and represent that details of any amount, debited/credited to my account which is being kept in your bank should be forwarded by your bank during the business hours to my e-mail address written below and/or to my phone number written below via SMS.

I also hereby irrevocably agree, represent and undertake that your bank will not be held responsible if my mobile phone is closed or inaccessible; my e-mail or computer is closed, not used or hacked or any provided information is shared with third parties due to my fault; and if any information provided by your bank couldn't be received by me due to my fault, negligence or failure since I made a transaction during non-business hours and your bank will be released from its liabilities due to any possible loss and damage that occurred as a result of above mentioned failures.

REAL PERSON CLIENT	
□ SMS/Mobile Phone: (0)	
E-mail:	
Name & Surname:	Date://
Signature:	
LEGAL ENTITY CLIENT	
LEGAL ENTITY CLIENT Company E-mail:	
	Date:/
Company E-mail:	Date://

# 7. CLIENT INSTRUCTIONS FOR SAFE DEPOSIT BOX

# 7A) Instruction for Use of Safe Deposit Box Individually

I hereby kindly request from you to rent a safe deposit box to me in your branch and to collect the rental fee from my accounts in your branch. I hereby irrevocably agree, represent and undertake that entire responsibility for any transaction that I will make for the safe deposit box that I rented shall belong to me in accordance with the provisions of "Safe Deposit Box Transactions" section of this Agreement, based on the instruction I gave above, and I hereby release your Bank from any liability regarding any transaction to be made for aforesaid safe deposit box.

Name & Surname: ..... Signature:

Date:....../...../...../

# 7B) Instruction for Use of Safe Deposit Box Jointly

I hereby kindly request from you to rent a safe deposit box to us in your branch, which will be used jointly, and to collect the rental fee from our accounts in your branch.

• We hereby irrevocably agree, represent and undertake that the shares of each other on any asset to be individually and jointly placed in aforesaid safe deposit box either at the beginning or throughout the rental period shall be equal;

• Persons, whose names are written in below option(s), shall be authorized to perform any action regarding the safe deposit box that we rented jointly;

# □ Joint Lessees Altogether

□ Each of Lessee

- Such authorized persons may perform any action that he/she deems suitable without requiring the permission and authorization of other person(s);
- Use of the safe deposit box that we rented jointly by another person and/or by authorized proxy of any of us shall only be allowed upon a written instruction to be provided by both of us to your Bank; and
- We shall be entirely responsible for any action that person(s), who has/have been authorized by the instructions we gave above or may give later jointly, may perform on the safe deposit box that we jointly rented in accordance with the provisions of "Safe Deposit Box Transactions" section of this Agreement and we hereby release your Bank from any liability regarding any transaction to be made for aforesaid safe deposit box.

Name & Surname:	Name & Surname:
Date://	Date: / /
Signature:	Signature:
Name & Surname:	Name & Surname:
Date: / /	Date: / /
Signature:	Signature:



# ARAP TÜRK BANKASI A.Ş.

Trade Register No: 146103 MERSİS No: 0072000479500015 Registered Office: Head Office Valikonağı Cad. No:10 Nişantaşı 34367 Şişli İstanbul/Türkiye <u>P:</u> +90 212 373 62 00 (PRI) / F: +90 212 225 05 26

www.atbank.com.tr