

## BANKING SERVICES AGREEMENT

Rep.of Turkey ID No./Tax ID No. : .....

ID Number: : .....

Name-Surname/Title : .....

### Objective and Scope:

Provisions of this Banking Services Agreement (hereinafter referred to as the “**Agreement**”) shall be applicable to the use of the Customer’s all present or future accounts Türkiye İş Bankası A.Ş., and to the provision of Credit Cards issued by the Bank to Credit Card Holder and/or Supplemental Card Holder, to the use of such cards and to the determination of conditions applicable to the services in connection with the accounts and cards, and , on usage of such cards, and on determination of conditions related to services thereto and to the conduct and consummation of related transactions by the Bank.

In circumstances where the undersigned Customer is a consumer in the sense defined in the Consumer Protection Law and the applicable legislation, such provisions of the Agreement which are in violation of the mandatory provisions of the applicable Law and the legislation shall not be applicable to the Customer.

### Definitions:

**Credit note:** means the document issued by the merchant to credit the relevant amount to the Card Holder’s account in case goods purchased using the Debit Card or the Credit Card are returned or the services hired are renounced or any transaction executed with those cards is cancelled,

**Shopping Insurance:** means a coverage by the Bank for goods shopped by credit card holders by using their credit cards in case those purchases are lost, stolen or damaged. This coverage shall be applicable for a specific amount and a fixed term.

**Gold Deposit Account (GDA):** means such time or demand accounts which may be opened for natural or legal persons based in Turkey or abroad to make sales against the physical delivery of the gold or by banks;

**Instant Banking:** means the banking services to be provided by the Bank; through technological tools and systems such as ATM, Call Center, phone, PC, tablet PC, TV, Internet, cell phone, self service devices etc.

**Minimum amount:** means the minimum debt amount which must be paid for the applicable period until the final payment date.

**ATM:** means Electronic transaction (automatic money payment) and Bankamatik(+) and Bankamatik devices,

**Advance MaxiMil/ Advance MaxiPuan campaign:** means the campaign where the Bank lends miles and/ or points which shall be repaid at such terms and conditions published by the Bank in the event that miles and/ or points accumulated in the credit cards of the Cardholder and/ or the Additional Cardholder fall short of paying the goods/ services to be purchased.

**Bank:** means Head Office and Branches of Türkiye İş Bankası A.Ş.

**Debit Card:** means a card, or a card number without physical existence, which allows a Customer to use Banking services, including deposit accounts, purchase of goods and services from merchants

**Information Form:** where the Customer is a consumer as defined in the Consumer Protection Law no 6502, this is the form which defines interest, fee, expenses, commissions and other financial liabilities applicable to the banking services and which shall be issued in line with the applicable legislation and submitted to the Customer’s approval. It forms an integral part of this Agreement.

**Pre-Agreement Information Form:** means such forms issued to provide the Customer with information prior to the signing of the Agreement with respect to credit cards which are deemed as consumer loan according to the second paragraph of Article 22 of the Consumer Protection Law no 6502 as well as Overdraft Accounts (Supplemental Accounts) pursuant to Article 23 of the said Law.

**Floating Account:** the in-period interest payment deposit account which is subject to a different interest rate linked to TRLIBID in each interest payment period

**Debt for the Period:** means the sum of the balance of debit and credit entries realized until Account closing date, and the balance of previous account statement

**In-period Interest Payment Deposit Account:** time deposit account with a term of 1 year or longer with monthly, quarterly, semi-annually, annually interest payments;

**Supplemental Card:** means a standard plastic card or a card number without physical existence, given by the Bank to the Supplemental Card Holder for use in purchasing goods or services and in cash advance transactions, on the condition of not exceeding the primary card limit,

**Supplemental Card Holder:** means a natural person authorized to make expenses and/or to withdraw cash advance from the Credit Card Holder’s Credit Card Account upon his request:

**Effective Methods:** mean a written form or electronic media, e-mail, ATMs, telephones, SMS or similar means used to type the Customer code or to verify the identity;

**Funds:** means Resource Utilization Support Fund and all other current or future funds that must be paid in connection with the accounts opened and transactions performed hereunder,

**Effective Methods:** mean written form or electronic medium, e-mail, ATM, telephone, SMS or similar facilities used to type Customer code or to verify the identity.

**Expenditure Slip:** means a document signed by the Card Holder or Supplemental Card Holder and issued by the merchant in connection with transactions carried out with the use of a Debit card or a credit card except for the cases where the Card Holder or Supplemental Card Holder is identified through a code number, code or any other identifying method,

**Account:** means all Deposit Accounts, Investment Accounts and Credit Card Accounts, including the Gold Deposit Accounts, opened with the Bank to keep Turkish Liras (TL), Foreign Currency (FX) or other assets or to use attached instruments and services, which are provided either with or without any credit subject to a limit assigned to the Customer,

**Account Closing Date:** means the date on which the Credit Card Account Statement is issued,

**Account Statement:** means an account breakdown sent upon the Customer's request, showing credit and debit movements in connection with the accounts hereunder;

**IP (Internet Protocol Address):** means the address (number) used by devices mutually connected over a web or the internet for sending data to each other over the common web,

**Permanent Data Storage:** means SMS, electronic mail, Internet, hard disc, CD, DVD, memory card and any similar medium or mean which allows to save such information sent by the Customer or sent by the Bank to him so that he can review it in line with the intended purpose, or to copy it without any modification whatsoever and which allows the Customer to have access to it in full.

**REM (Registered Electronic Mail):** means a secure electronic mail which shall be legally valid in case of a dispute, where the identities of the sender and the recipient are known and where the send time and contents may not be tampered or modified;

**Annual Credit Card Membership Fee:** means the fee that the Card Holder and/or the Supplemental Card Holder agrees to pay each year for each card for the costs arising from the Credit Card services provided by the Bank.

**Persons:** mean natural or legal person(s) designated at the time of the Customer's application for remittance by the Bank in their name;

**Credit Card:** means a standard plastic card or a card number without physical existence or a special chip or antenna in a cell phone/SIM card/ memory card, apparatus or cover functioning as a credit card issued by the Bank to the Credit Card Holder for use in purchase of goods or service from Merchants and/or in transactions of cash advance used from authorized cash payment units or ATM's

**Credit Card Holder:** means natural and/or legal person, in whose name a Credit Card account is opened, and a Credit Card is given by the Bank, and who is authorized to use the cards,

**Credit Card Account:** means an account opened automatically by the system following entry of card, in order to track debit and credit entries arising from usage of the credit cards,

**Credit Card Account Statement:** means a document issued by the Bank on Account Closing Date and notified either in writing, or upon Credit Card Holder's request, through electronic media or other effective methods,

**Credit Card Limit:** means the usage limit set by the Bank based on its evaluation,

**Overdraft Account:** the credit account to be opened subordinate to the Demand Deposit Account, for being used within the limit assigned by the Bank,

**Available Customer Limit:** means the amount that remains after debits and credits received by our Bank until the account closing date for each credit card of the cardholder plus the aggregate amount of instalment shopping and the amount of instalments not due yet under the instalment advance transactions as well as the provisions provided are deducted from the customer limit allocated to the card holder,

**Institutions:** means the Institutions indicated by the Customer during application, which have signed a protocol for remittance in their name by the Bank,

**Maximum Account Service:** is a service that enables execution of all payments added to the service by the Bank, with the assets attached to the accounts, at a flow determined by the Bank, which is

defined for Customer's all demand accounts recorded under his/her customer number, and purchasing mutual fund with the free balance of the demand account and the subordinate investment account on each business day, at a flow determined by the Bank.

**Maximum Card with Maksimobil Feature:** means a credit card with Maximum Credit Card feature without any physical existence as a plastic card, which features like a credit card thanks to a special chip/ antenna inside a mobile phone/ SIM card/ memory card, apparatus or cover and which can carry out a fast transaction without the need to scan the chip on magnetic band at POS devices but by holding it close to the card reader connected to the POS device, and in a transaction with a value higher than the sum set by the relevant authority, which may be used as a Maximum Credit Card by typing the code or affixing the signature,

**Maximum Firsat (Opportunity):** means, in case of purchases of goods with high value, such as home appliances particularly, using our Bank's Credit Cards within the existing card limit, the practice where the Bank adds a certain late interest on the amount of transaction, and sets such new amount into equal instalments for the Cardholders and/or Supplemental Cardholders via the account statement,

**MoneySend:** means the application allowing money transfer from a credit card/debit card/prepaid card with Mastercard/Maestro logo, issued by a foreign bank, to a credit card with Mastercard logo or a debit card/prepaid card with Maestro logo, issued by the Bank,

**Customer:** means such person(s) in whose name(s) an account is opened and who is (are) authorized to use and have disposition over all accounts opened hereunder,

**Customer Information Form/Application Form/Instruction Letter:** means the forms and instruction letters containing information and instructions given by the Customer to the Bank to use the services provided or intermediated by the Bank under this Agreement and forming and constituting an integral part hereof,

**Customer Limit:** means the maximum amount that the Customer can use in shopping and cash advance using all original and supplemental personal credit cards having a different number,

**Customer Number.** means the number under which all products and services that Customers use from our Bank are tracked and under which transactions should be made via alternative distribution channels.

**Cash Advance:** means withdrawal of cash or remittance to an account, from the cash withdrawal limit using our Bank's credit cards, from Bankamatik devices or Branches; or remittance to an account from our Internet Branch; or withdrawal of money from other Banks' ATMs against an interest and/ or fee.

**Cash Payment Slip:** means a document issued by Banks or authorized merchants to the Holder of a Debit card or Credit Card, and signed by the Card Holder or Supplemental Card Holder in cash payments except for the cases where the Card Holder is identified through a code number, code or any other identifying method,

**Reward Program:** means all applications allowing Holders of Credit Cards, Supplemental Cards and/or Debit Cards to earn rewards and/or points and/or miles in return to their purchases of goods/services at merchants authorized/to be authorized by the Bank, principles and procedures, application terms, continuity and duration of which are set by the Bank and announced on Bank's web

page, account statement, on television, newspapers, magazines, brochures, announcements etc.,

**Parakod Application:** means the application allowing holders of our Bank's cards to make transactions via Physical or Virtual POS devices at merchants having agreement with our Bank, by reading QR Code generated by the POS device using their mobile devices (such as cell phone, tablet PC) having a camera and internet connection, with İşcep application loaded, without physically using their cards during shopping,

**Loading and Activating the Parakod Application:** means, after loading the Parakod Application within İşcep application on mobile devices, the activation by entering customer information or card information and cell phone number and advanced security tools if any (cell key, i-key or mobile signature etc.) or mobile authentication code for one time only,

**Logging on the Parakod Application and Card Addition/Change:** means logging on the Parakod Application within İşcep application with customer information and customer code each time, and addition or changing of any of the cards under the customer number to be used for transaction using Parakod Application

**Payment with Parakod:** means payments by reading encrypted or unencrypted QR code at Physical or Virtual POS's,

**Payment of Invoices using Parakod:** payment by of invoices reading QR code,

**Subsequent Deferral of Outright Transactions:** means that an outright purchase done at other banks' domestic or international merchants with the use of our Bank's credit cards within the current period shall be deferred to a certain future date against an interest until the account closing date following the transaction;

**Subsequent Setting of an Instalment Plan for Outright Transactions:** means setting of an instalment plan for an outright shopping within the current period using our Bank credit cards at merchants having Standard or Maximum agreement, at other banks' domestic merchants, or abroad, until the account closing date following the transaction) to a certain future date in return an interest);

**Fixed Account:** means such deposit accounts with in-period interest payment in which the fixed interest rate determined at the opening date of the account is applicable throughout all times during the term

**Capital Market Instruments:** means such securities and other Capital Market Instruments as defined in the Capital Markets Law and related legislation,

**Unlimited Automatic Service (SOS):** means a service offered by the Bank by which all payments covered by this Service and defined to all demand deposit accounts under the Customer number shall be made by applying the assets associated with those accounts in such order determined by the Bank.

**Final Payment Date:** means the final date on which the Credit Card Holder can pay his/her debt for the period or the minimum payment amount without being overdue

**Password/Code:** means the security number given by the Bank together with Debit Card/Credit Card; or the security number in Interactive Banking determined by the customer for use in interactive banking transactions

**Cash Advance in Instalments:** means withdrawal of cash or remittance to an account, from the cash withdrawal limit using our Bank's credit cards, from Bankamatik devices or v Branches; or

remittance to an account from our Internet Branch, in return to an interest rate stated in annex, payable in equal instalments,

**Severall Joint Accounts:** joint account on which each of the account holders can individually have disposal,

**Non-Severall Joint Account:** joint account on which account holders can have disposal collectively only;

**TRLIBID:** means buy-oriented fixing rates in TRLIBOR (Turkish Lira Imputer Rate of Interest)

**International Card Institution:** mean Visa International S.A, MasterCard International S.A., or another institution intermediating Credit Card/Debit card system to which the Bank may become a member,

**Keep the Change Service:** means a service, whose implementation conditions are described in the Keep the Change Service Instruction, an integral part of the present Banking Services Agreement, and which allows the credit card account statement debt to be rounded to an upper limit selected by the customer on the account statement issue date, whereby the difference is transferred to the investment account to buy mutual funds;

**Merchant:** means a natural or legal person which signs a merchant membership agreement with International Card Institutions and/or our Bank and which supplies all goods and/or services and/ or cash advance services to Credit Card Holders and/or Supplemental Card Holders;

**Sales in Instalments with Delay Interest:** means a plan in which a transaction, performed our Bank's Credit Cards at merchants having instalment sale agreement, is reflected by the Bank to the Card Holders and/or Supplemental Card Holders via the account statement in equal instalments at amounts found by adding a delay interest at a certain rate on the amount of transaction,

**Sales in Instalments without Delay Interest:** means the plan in which a transaction, performed our Bank's Credit Cards at merchants having instalment sale agreement, is reflected by the Bank to the Card Holders and/or Supplemental Card Holders via the account statement in equal instalments at amounts found without adding any delay interest on the amount of transaction,

**Taxes:** means all present or future taxes that must be paid for the accounts opened and transactions carried out at the Bank as well as the documents issued hereunder,

#### **Abbreviations:**

<b>TL</b>	: Turkish Liras
<b>FX</b>	: Foreign Currency
<b>SD</b>	: Stamp Duty
<b>BITT</b>	: Banking and Insurance Transaction Tax
<b>RUSF</b>	: Resource Utilization Support Fund
<b>DDA</b>	: Demand Deposit Account
<b>DCCA</b>	: Demand Credit Current Account

## **A- ACCOUNT OPENING AND CHARGE OF INTEREST**

The Customer agrees, represents and undertakes the following;

A.1 The Credit Card Holder and/or the Supplemental Card Holder agree(s), represent(s) and undertake(s) that the account opening shall be at the Bank's discretion subject to the applicable laws and legislation; and in applicability of interest; that the Bank is authorized to change the interest rates, and to make necessary adjustments where interest rates are changed by law or decree,

A.2 In relation with the account at the Bank which is tracked under Demand Deposit Accounts group based on the presented documents, the Bank may move the account to the Commercial Demand Deposit group in case the Bank determines that the account is used for commercial purposes based on a review of the transactions executed in connection therewith and on such other findings and examination. The Bank shall not have any obligation towards the Customer other than the obligation to send a notice, upon the Bank's such move, to the Customer's address last known to the Bank. The Customer accepts this policy under this Article along with the Bank's authority to make the above-mentioned determinations and its consequences and agrees that the Bank shall not be responsible whatsoever for missing documents in this respect,

A.3 He/she is entitled to withdraw and collect his/her deposits in the account tracked under the Demand Deposit Account group with the Bank subject to the provisions of Turkish Civil Code on pledges and right of lien and the Code of Obligations on the set-off and assignment of receivables as well as to authorizations and obligations imposed by other laws;

A.4 Interest rate to be applied on his/her deposit in the Time Deposit Account within the scope of maximum amount and rates to be determined in accordance with the Banking Law may not be changed until maturity, save for the provisions of related articles of the said Law, and upon failure to close the Time Deposit Account on maturity, it shall be deemed to be renewed at the interest rate effective at the renewal date, with a new term if the new maturity falls on a weekend holiday and he/she has given an instruction on shifting such maturity to the next succeeding business day, or with the same term upon absence of such instruction, and that he/she can request only the amount calculated at the interest rate on the maturity date of the account,

A.5 Upon renewal of Time and Demand Deposit Accounts, this agreement signed by him/ her shall be effective for and applicable to all renewed/new accounts, and he/she shall promptly notify any contrary instruction to the Bank.

A.6 Conditions applicable to the term and notice period as agreed between the Customer and the Bank remain reserved.

A.7 Bank's exchange rates applicable at the time of transaction shall be applied on foreign currency deposit account transactions.

A.8 Sums to be withdrawn from his account with the Bank shall be debited to his account on the payment day; and unless otherwise is agreed, the first business day following the one on which the money is deposited to the bank shall be the value date.

A.9 He may specifically withdraw his deposit sums and he may authorize third parties to withdraw his funds subject to an instruction acceptable to the bank, or provided that Article 60 of the Act no 5411 remains reserved, he or a third party may transfer those funds to an account with another bank in Turkey or another jurisdiction, and

transactions other than the ones subject to an instruction may be executed via the Instant Banking Channels.

## **B- SALARY, EXPENSES, COMMISSIONS, INSURANCE EXPENSES, TAXES AND FUNDS**

The Customer agrees, represents and undertakes that;

B.1 He/she shall pay the SD/BITT/Foreign Exchange Expense Tax and other taxes and Funds as required due to monies to be deposited and all transactions to be performed on All Accounts opened with the Bank, and/or this Agreement,

B.2 In relation with all remittances or with the remittances to be performed under the Automatic payment/remittance application, the Bank shall be authorized to debit all commissions, taxes and expenses per transaction at the rates and amounts effective at the time of transaction, on his/her account specified by him/ her in his/her "Automatic Payment Instruction" or "Automatic Remittance Instruction",

B.3 For the bills he/she delivers to the Bank via the Bank's other branches or correspondents for collection purposes, he shall promptly pay the Bank, upon Bank's first request, such protests, fees, commissions, BITT and all other costs and expenses he/she is or will be obliged to pay,

B.4 Any change to tax and fund share rates shall be charged to the Customer with effect from the date of such change,

B.5 He/ she shall pay all expenses, charges, fees and all amounts under any name whatsoever which may be charged at the tariff published by the Bank during the loan advancement term for all investigations, inquisitions and applications for the loan, including Inquiry and Financial Analysis Reports.

B.6 The Customer agrees, represents and undertakes that, shall pay such expenses and commissions designated and published by the Bank to it in cash and in lump sum for TL and FX transfers paid in advance by crediting them to its account(s) with the Bank and/ or which are received in his favour through the Bank and which are paid in TL and/ or in FX in cash,

B.7 With respect to transactions falling within the scope of the Regulation on the Terms and Procedures for fees to be charged to Financial Customers, the Customer shall pay in cash and/or on account the fees, commissions, taxes and expenses published, notified and announced by the Bank and/ or duly stated by the Bank in instant notifications to the customer and Information Forms which constitute an integral part of this agreement, in connection with all services provided by the Bank,

B.8 With respect to transactions that do not fall within the scope of the Regulation on the Terms and Procedures for fees to be charged to Financial Customers, for all banking services provided by the Bank, they shall pay all commissions, taxes and expenses at the rates and amounts set and announced by the Bank and/ or applicable at the time of the transaction, and the Bank shall be authorized to debit such commissions, taxes and expenses on their accounts,

B.9 the Customer shall pay in cash or on account the fees, commissions, taxes and expenses agreed mutually at rates and amounts set by the Bank, if he/she requests any product, service or information document in connection with all services provided by the

Bank, which objectively requires additional operational work imposing extra difficulty to perform during Bank's normal d

#### **C-D. COMMON PROVISIONS FOR THE USE OF DEBIT CARDS AND CREDIT CARDS**

Customer/ Cardholder/ Additional Cardholder agree, represent and undertake that

C-D.1. He/she/they undertake that they will use the cards in accordance with laws, decrees, statutes, regulations and communiqués, and rules of International Card Institutions applicable at the time of the validity period of the cards, and the content of this Agreement and rules set or to be set by the Bank.

C-D.2. In contact-free cards used for transactions with small amounts below the transaction limits set by the Bank, no expenditure slip will be issued due to nature of the transaction, and transaction may be performed without using password/code in transactions with such cards,

C-D.3. If the use of card delivered to him/her requires the use of a code number, password or other identification method, he/she shall safely protect such information and take measures to prevent the use thereof by others,

C-D.4. the liability arising from the use of the card shall rest with him/her as of the time he/she takes possession of the card, or for cards with no physical existence, as of the time he/she becomes aware of the card number, or in Parakod application, as of the time the application is installed on his/her mobile device,

C-D.5. As it is prohibited to let any person other than the Cardholder whose name is written, to use the card, the Card Holder and/or Supplemental Card Holder shall be responsible for any loss that may arise from the use of Card by third parties,

C-D.6. He/she is liable to pay the interests, fees, expenses, commissions and taxes stated in the annexes which constitute an integral part of this agreement, and in Information Form/forms provided to the customer and mutually signed, and such interests, fees, expenses, commissions and taxes will be debited on his/her account, and that the fees, expenses and commissions stated in the annexes may be changed by the Bank by announcement, notification etc., and where required by the legislation, by notifying the Customer,

C-D.7 The Bank shall not claim any payment under any name arising from the use of the card in addition to such interest, commission fee, expenses and taxes set out in the agreement and shall not deduct any sum from the account of the customer/ card holder/ additional card holder;

C-D.8 He shall keep safe and secure such card and password details required for the use of the card and shall adopt such measures to prevent third persons from using that card; if the card and/ or its use requires the application of a PIN number, password or any other ID verification method and such details are lost, stolen and/ or used beyond his will, he shall immediately report the case to the Bank branches in writing or call the Bank's Call Center at (0 850 724 0 724);

C-D.9 He shall be liable for such amount up the liability limit set out in the Bank and Credit Card Acts (currently one hundred fifty Turkish liras) for the losses arising from illegal uses of the card during the 24-hour period prior to its reporting in case of lost or stolen cards; in the event that illegal use is attributable to his gross negligence or wilful misconduct or the reporting is not done within 24 hours, this limit shall

not be applicable to it; in the event that the Debit card is stolen or lost, he shall be responsible for all transactions executed with the use of the password;

C-D.10 In the event that the card is lost or stolen, he shall be responsible for all transactions executed up to 24 hours prior to the reporting by the Cardholder/ Additional Cardholder;

C-D.11 In the event that the loss or stolen card is reported, the card shall be cancelled by the Bank following the reportin. In the event that the card is subsequently located and found, he shall not use but return the said card to the Bank. In the event that the card is available for use again upon his request, the responsibility for all transactions executed with the use of the card between the date on which loss reporting is made and the date on which the card is reactivated shall be borne by him and in the event that the Bank delivers a new card to he, he shall pay the annual Card fee;

C-D.12 Provided that it shall pay the relevant insurance premium, he may be required to buy insurance for the legal liability amount arising from the loss arising from the illegal use during the 24-hour time prior to the notice;

C-D.13 He is entitled to cancel the card or to terminate the agreement upon request; in the event that the agreement is terminated, all debts arising from the use of the debit card, if any, shall accelerate and become due and payable immediately. Thereupon such debts shall be immediately paid in cash without any further notice and all debts and liabilities arising from the agreement shall fully remain applicable until the entire debt is paid;

C-D.14 Where the Cardholder and/ or the Additional cardholder wishes to make use of the Bank's secure Internet shopping service, it shall proceed with the transactions subject to such terms and conditions defined in the Bank's web site for the said service; it shall correctly and most currently update the information that the Bank may require of it in order to make use of the service. The Bank shall compare the data stored at the Bank's system and the ones defined by the Cardholder/ Additional Cardholder and confirm the verification of the data. Where it is determined that such data defined are missing, wrong or not current, the Bank shall be entitled to refuse or defer the service.

C-D.15 In the event that the Customer is issued with a card in reliance on this Agreement and the Card and the Agreement copy are delivered to the Customer or such third persons authorized to receive notices on behalf of it in accordance with the Notification Act, the Card and the Agreement copy shall be deemed to have been delivered to him, and the liability arising from the use of the Card shall commence;

C-D.16 The Customer agrees, represents and undertakes that, such identity details, address and telephone details as well as other information and documents designated in the application form and/ or the Agreement or at the time of the execution of the Agreement are true and correct. In case of any change to such details or documents, it shall communicate any change to the Bank in writing within 15 days. Otherwise he shall be solely liable for all potential disputes and their results and the responsibility that arises from the use of the Card shall commence;

C-D.17 He/she may use his/her card with MasterCard/Maestro logo in MoneySend transactions, while cards of other card institutions are not covered by MoneySend application, and in performing MoneySend transactions, he/she shall check that the system will

check whether the receiver's card is available or not, and the money transfer will be performed if the card is available, otherwise the transaction will not be authorized, and after approval of money transfer request, money will be transferred to the card account via interbank clearance, and as the clearance file may be received on the same day or within a couple of days, the time for transfer of the amount on the card account may vary depending on receipt time of the clearance file, and for transfer of the related amount to card account, the card must also be available on the clearance date, and any amount sent from abroad in foreign currency will be credited on the card account by converting into Turkish Liras at the foreign currency selling closing rate applicable at the Bank counters on the day prior to crediting of the transaction on the card, and that the Bank may set and publish upper limits for a single transaction, daily total transaction amount and daily total number of transactions, and any transaction above such limits will not be accepted, and in account movements, description of the transaction will be the expression MoneySend and the name of sender, and the MoneySend transaction will be reflected on the credit card as a payment, and the amount sent will be offset against his/her debt in the order of current payment settlements, and any information obligation on money transfer shall not rest with the Bank, and the Bank shall not assume any responsibility if the related amount cannot be delivered to the receiver due to incorrect entry of the card number or receiver name while sending money via MoneySend,

C-D.18. the Bank shall have the authority to determine which types of usages will be included in the reward program of the Bank for the Cards, and no reward will be earned as a result of cash advance and/or transactions considered as cash advance or those using rewards/points/miles, and he/she will be included in a reward program as of the time he/she performs the purchase/sale of goods/services causing his/her inclusion of the reward program; and he/she shall be responsible for monitoring the reward application principles set by the Bank and announced on Bank's internet pages, account statement, newspapers, brochures etc. media, and upon failure his/her to fulfil the requirements announced as described above on reward program, he/she shall have full responsibility, and shall not have any claim against the Bank therefor,

C-D.19. he/she shall not claim any cash payment from Banka and/or other related institutions for the points and/or miles and/or rewards, and if any product and/or service purchased by using accumulated points and/or miles and/or rewards is returned on a different day from the date of purchase, he/she shall not claim any right or right from the Bank in connection with such used points and/or miles and/or rewards, and he/she shall cover the taxes, funds and charges related to those rewards,

C-D.20. Any reward/point/mile, that is earned as a result of any usage that is in violation of the Law, regulation, the principles set forth in this agreement, International Card Institutions' rules and the principles set and announced by the Bank in connection with such rewards program, must be returned to the Bank; and in this regard, the Bank shall be authorized to offset any reward/point/mile that must be returned, against earned total rewards/points/miles, and if the total reward/point/mile amount is less than the rewards/points/miles to be offset, such amount will be debited on his/her account statement or the current account associated with the card,

C-D.21. Provided that the points, miles and other rewards earned by using his valid and available card in qualified transactions set by the Bank and at merchants authorized by the Bank can be used only for purchases/sales of goods/services and other transactions to be determined by the Bank, at merchants authorized/to be authorized by the Bank, provided that the card is valid and available, and no point, mile or other reward amount can be transferred to third parties, and he/she may not demand cash payment in return to such amounts or offsetting against his/her card debts, and all reward winning and usage principles applied by the Bank may be amended by the Bank by informing in advance by means of account statements, Internet, ATM and other channels to be determined by the Bank; and upon cancellation of his/her credit card by himself/herself, the Bank shall be authorized to delete such points/miles and rewards without waiting for the expiry of the 2-year term during which these may be used;

C-D.22. Upon suspension or non-renewal of the Card or termination of the agreement for any just cause by the Bank, accumulated rewards and/or points and/or miles will be deleted without consideration following the close-down of the card without waiting for the expiry of 2-year term during which they may be used, and he/she may not claim any right or receivable from the Bank on this issue,

C-D.23. If he/she does not use his/her earned rewards and/or points and/or miles by the end of the two years following their earning such outstanding rewards and/or points and/or miles which are not used on a timely basis will be deleted; and the Bank shall be authorized to delete points/miles not used within a certain period, or suspend or extend reward program or amend the principles of the program, by notifying in advance by means of account statements, Internet, ATMs or other channels to be determined by the Bank,

C-D.24 He/she shall not use his/her Debit Card and/or Credit Card and/or Supplemental Card Holder in usages out of the intended purposes, such as services which are prohibited by law, or betting, gambling, gaming, or earning money from money, or with any illegal purpose or in violation of the laws in any manner, including purchase of goods; and the Bank may prefer to not consider any objection on illegal usage or misuse.

C-D.25 In case of a temporary service interruption in the Bank's system, VISA or Mastercard shall issue authorization instead of the Bank for transactions executed via card abroad, and the Interbank Card Center (IBC) shall issue authorization instead of the Bank for transactions executed via card in Turkey and the amounts of such transactions shall be debited to his/ her account and in case of a temporary limit excess in the course of these transactions, he/ she shall be responsible for the amounts of transactions within that limit.

C-D.26. In case the points and/ or miles are not sufficient for goods/ services that the Customer is willing to buy, Advance MaxiMil and/ or Advance MaxiPuan may be used subject to such terms and conditions of the Bank which are published on credit card account statements, the Bank's website, brochures, notices etc; and where such used Advance MaxiMil and/ or Advance MaxiPuan may not be settled by means of points and/ or miles earned within 1 year following the advance use, Turkish lira equivalent of such outstanding Advance MaxiMil and/ or Advance MaxiPuan shall be debited to the credit card;

C-D 27. In the event that the card is deactivated or not renewed or the Bank or the Cardholder terminates the agreement for any reason

whatsoever, the one-year advance settlement period shall be null and void, and Advance MaxiMil and/ or Advance MaxiPuan debt may be debited to the credit card prior to the expiry of the advance period.

### **C- USAGE OF DEBIT CARDS**

The Customer agrees, represents and undertakes that;

C.1 By using the Debit card and/or the Code, all transactions will be performed benefiting all facilities provided through all the self-service devices and applications opened to service for such cards by systems related to the Bank and/or International Card Institutions that the Bank are directly a member of, as determined by the Bank, and all transactions to be performed within the framework of limitations applied by the Bank will be also made without signature due to nature of the system,

C.2 Debit cards will be valid at Merchants, units authorized by the International Card Institutions that the Bank is a member of, and at ATM's in Turkey and abroad, on the condition of using the Debit card and/or the Code until the expiry date as written on the card,

C.3 He/she must sign the signature band at the back of the Debit card, and that he/she shall be responsible for disputes that may arise upon usage of the signature band without signing, and that he/she must present an identification upon request of Merchant,

C.4 In money deposit transactions using the Debit card and/or Code, the amount to be determined in Bank's actual money count shall be predicated

C.5 To pay the annual charge for card usage at the amount set by the Bank for Debit cards and if he/she does not apply the Bank in writing for not having the card renewed two months in advance of the expiry date of the card and the card is renewed, annual fee for the Debit Card shall be debited on the DDA/DCCA in the renewal period,

C.6 In money withdrawals and/or shopping transactions with the Debit cards, value date will be the previous business day for transactions on weekdays before working hours, and the same business day for transactions after working hours, and the business day first preceding the holiday for transactions performed on weekends and general holidays,

C.7 In cash advances and shopping transactions abroad, DDA/DCCA will be blocked for an amount with the margin set by the Bank for correcting the difference that may arise from currency fluctuations at the stage of authorization received from the Bank (transaction authorization which must be received via the Bank before making the shopping or taking cash advance),

C.8 Debit and credit records arising from the international use of the Debit Card shall be notified to the Bank after they are converted to such currency types designated by the Bank by applying the rates set by International Card Institutions and these transactions shall be converted to Turkish lira at interactive banking FX selling closing rate applicable at the Bank's counters on the day immediately preceding the date when the transaction is debited with the card account, and the resultant sum shall be debited with DDA/ DCCA;

C.9 Cash advances and/ or amounts of shopping executed by using the Debit Card and any other cash advances by using that Card at other bank ATMs in Turkey or abroad or any transaction executed through bank branches and cash payment offices, such cash advance transaction commission per transaction in such amount and/ or rates set by the Bank and set out in Annex 1 shall be

debited with DDA/ DCCA. The said commission may be changed by the Bank subject to a prior announcement or notice published at the Bank's Web Site.

C.10 In Debit cards issued to legal persons, transactions carried out by using the Debit card and/or the Code shall be deemed to have been made by authorized persons.

C.11 The Bank is not liable for failure of delivery, or for defectiveness of, the goods or services purchased from Merchants using the Debit card and/or the Code,

### **D- USAGE OF CREDIT CARDS**

**Type of loan:** Consumer Loan for an indefinite period

Where the Customer is a Consumer as per the Consumer Protection Law and the applicable legislation, the Customer shall have the right to withdraw from those provisions of the "USAGE OF CREDIT CARDS" in the Banking Services Agreement which contain regulations governing the issue of a credit card that allows payments in instalments or a deferral of payments more than a quarter against an interest or a similar benefit without providing any cause and paying any penalty whatsoever provided that he shall give a notice to the Bank within fourteen days from the date on which he has applied to the Bank for the credit card and further provided that such right shall be only related and limited to the credit card for which the right of withdrawal shall be exercised.

Upon the Customer's delivery of withdrawal notice to the Bank, the related credit card shall be closed to use and all instructions in connection with that card, including the automatic payment orders shall be cancelled.

The Customer shall be obliged to return the principal amount and pay the interest within thirty days In case the return and these payments are not done within that period, the Customer shall be deemed not to have withdrawn. In such a case, any and all instructions, including the cancelled automatic payment instructions based on the withdrawal notice shall not be automatically activated and the Customer shall be required to give instructions again in order to activate them.

In circumstances where the Customer is deemed not to have withdrawn, the interest that may arise due to the late payment of debts following the delivery of the withdrawal notice shall be paid by the Customer.

In case of a withdrawal, expenses paid to public agencies, bodies or third parties shall be borne by the Customer and these sums shall be in no event returned to the Customer.

D.1 While giving a Credit Card, in addition to the opened Credit Card Account, the Bank may also open a Demand TL account for the Credit Card Holder.

D.2 The Credit Card Holder agrees and undertakes to provide true and authentic documents as required by the Bank at the time of the credit card application.

D.3 Maximum Visa classic cards issued to those customers who evidence that they are college students and to whom the Bank assigns a card shall be used with certain features to be determined by the Bank (such as cash withdrawal) being closed but with more advantages in terms of fee under the "İs'te Universiteli" brand during the academic term. Upon the notice by the Bank and provided that the legal obligations under the applicable legislation are carried out, all advantages and features of Maximum Visa Classic Card type and the fees charged for this card shall be applicable following the graduation

of the cardholder. The right to renounce the use of the card and to demand that it should be activated remains reserved.

D.4 Where the Credit Card Holder and/ or the Supplemental Card Holder signs this Agreement, this does not oblige the Bank to give a Credit Card. The Bank issues a Credit Card for the Credit Card Holder and/or Supplemental Card Holder with the limit it deems appropriate as a result of its evaluation based on the application form and attached documents and other information it will gather. Credit Cards to be issued after signing of this agreement upon the Customer's request shall also be within the scope of this Agreement

D.5 Credit Card Holder and Supplemental Card Holder shall be severally liable for transactions made with Supplemental Card.

D.6 Credit Card Limit will be notified in writing or by means of permanent data storage unit at the time of delivery of the Credit Card to the Credit Card Holder and/or the Supplemental Card Holder. The Bank is entitled to reduce the Credit Card Limit of the Credit Card Holder and/or the Supplemental Card Holder subject to the regulations set out in Article 9 of the Debit Cards and Credit Cards Law no 5464. In case the Bank reduces the Credit Card and/ or the Customer Limit, this shall be notified to the Credit Card Holder/ Supplementary Card Holder. In case the Bank reduces the Credit Card and/ or the Customer limit, this shall be notified to the Credit Card Holder and/ or the Additional Cardholder in writing or by means of permanent data storage unit.

D.7 The Credit Card Holder and/or the Supplemental Card Holder agree(s), to use his/her card subject to the Credit Card Limit to be notified to him/her by the Bank, and if the credit card limit is exceeded due to expenditures of the Credit Card Holder and/or the Supplemental Card Holder without Bank's initiative, or the card limit is exceeded not more than two times a calendar year provided that this excess shall not be more than twenty percent of the allocated limit and it shall be settled in the next account statement period, a contractual interest shall accrue on the excess amount at such rate to be determined by the Bank for the period between the transaction date and the payment date.

D.8 The Bank may increase the card limits by taking a request from the Card Holder. Furthermore, the Bank may increase the card limit periodically based on the evaluation results, upon a general instruction from the Credit Card Holder through the places and channels as specified by the relevant legislation. The Credit Card Holder agrees that the limit increase shall be valid if he/she does not object the Bank's notification 15 days in advance of the date the increase will be effective. But, the limit of a credit card for which payments are done less than the minimum amount due under the account statement, maximum three times a calendar year may not be increased until and unless the period debt is fully paid. This kind of cards may not be used for cash withdrawal. Also, limits of credit cards, for which payments are made less than the minimum amount due under the account statement, consecutively three times in a calendar year, shall not be increased until the debt for the period is paid in full, and such cards shall be suspended for cash withdrawal and shopping;;

D.9 It is mandatory that the Credit Card Holder or the Supplemental Card Holder signs the authorized signatory band overleaf the Credit Card at the time when he accepts the delivery of the card. The Credit Card Holder and/or the Supplemental Card

Holder shall bear all legal liabilities arising from the failure to sign the said band. The Credit Card Holder or the Supplemental Card Holder must present an identification card upon the Merchant's request.

D.10 Credit Cards/ Supplemental Cards are valid at Merchants, the Bank's Branches, units authorized by the Bank's and/or International Card Institutions' merchants and ATM's until the expiry date specified thereon. By using their Credit Card, the Credit Card Holder and/or the Supplemental Card Holder may have access to his/her/their Credit Card account through Bankamatiks/ Bankamatik(+)'s or may use all Bankamatik/Bankamatik(+)services provided to their other accounts, with their Credit Card.

D.11 The Credit Card Holder and/or the Supplemental Card Holder agree(s) that the card will be valid until the last day (including the last day) of the month shown on the card as the expiry date as month and year, and shall not be usable after such date. Expired credit cards will be renewed with a new expiry date if deemed appropriate by the Bank and not stated otherwise by the Credit Card Holder at least two months in advance.

D.12 The card is a property of the Bank, and the Credit Card Holder/Supplemental Card Holder is/are obliged to promptly return the card(s) (including the supplemental cards) to the Bank upon request of the Bank. The Bank may seize them if deemed necessary either specifically by itself or through ATM's, International Card Institutions, or the Merchants.

D.13 Expenditure slip issued at Merchant during purchase of goods and/or services will be signed by the Credit Card Holder or Supplemental Card Holder except for cases where the Credit Card Holder or the Supplemental Card Holder is identified by a code number, code or any other identifying method. The Credit Card Holder and/or the Supplemental Card Holder agree(s) to keep the copy of Expenditure slip given to him/her as issued by Merchants for tracking the operation of the account.

D.14 There is no need to issue an Expenditure slip in Credit Card Holder's and/or the Supplemental Card Holder's purchases or requests of goods or services via phone or the internet or an order form using his/her Credit Card number.

D.15 The amount on the Credit note issued by Merchants upon returning of goods or cancellation of services purchased using the Credit Card, or upon refund of an excess charge or for any other reason shall be credited to the Credit Card Holder and/or the Supplemental Card Holder's Credit Card Account. The Credit Card Holder and/or Supplemental Card Holder agree(s) that the Bank shall not be a party in any manner whatsoever to disputes that may arise between him/her and the Merchant upon return of goods and/or services.

D.16 The Bank shall not be a party in any manner whatsoever in disputes that may arise involving issues like type, quality, content, defect, delivery, return, etc. of the goods and/or services bought by the Credit Card Holder and/or the Supplemental Card Holder at Merchants. Debt payments arising from this Agreement towards the Bank may not be suspended or used as a defence based on such causes. The Credit Card Holder agrees that, the debts arising from his/her and/or Supplemental Card Holder's purchase or request of goods or services via the Credit Card shall be debited on his/her Credit Card account.



D.17 Credit Cardholder agrees that such debits and credits arising from the use by him and/ or Additional Cardholder of the Credit Card abroad shall be converted to such currency types designated by the Bank at such rates set by the International Card Institution and shall be notified to the Bank accordingly. Commission fees for any transaction and cash advance by the Credit Cardholder/ Additional Cardholder shall be debited/ credited with the account by applying the closing FX selling rate applicable at the Bank's counters on the day immediately preceding the date on which the transaction is debited with the card in TL credit card accounts whereas in FX-linked Credit card accounts, this sum shall be credited/ debited with the account by such amounts, notified by the International Card Institution. The Credit Cardholder agrees that in payments to be made to the FX-linked TL Credit Card accounts, such FX selling rate applicable at the Bank's counters on the payment date shall be applicable.

D.18 The Credit Card Holder and/or the Supplemental Card Holder may withdraw cash from his/her Credit Card Account via units authorized by the Bank and/or International Card Institution member institutions, Merchants and/or ATM's, using the Credit Card. Purchases of precious metals, mines and goods as stated in the Resolution number 32 on Protection of the Value of Turkish Money, as enforced by Cabinet decision dated 7/8/1989 under number 89/14391, or of foreign currencies, or debt transfers performed by the Card holder for closing the debt of any other credit card, and all payments to persons or institutions, and games of chance or fortune, and stock exchange transactions/security purchases, travel checks, transactions performed via jewelers, and remittances are all equivalent to cash advances.

D. 19 The Credit Card Holder and/or the Supplemental Card Holder undertake(s) not to exceed the limit set by the Bank in cash advance transactions, and to pay excess amount back to the Bank upon the payment of an excess amount t from ATMs that surpasses the requested sum. The Credit Card Holder and/or the Supplemental Card Holder agree(s) that, in cash advances from Credit Card account, Credit Card Account will be debited as much as the cash he/she has withdrawn, and in accordance with article D. 30 of this Agreement, an interest on such amount from the transaction date, and BITT and RUSF on the interest amount shall be accrued. The Credit Card Holder and/or the Supplemental Card Holder agree(s) that on holidays transaction date will be the last business day before the cash advance transaction, and the transaction date shall be predicated upon as the commencement date for interest on cash advance transactions.

D. 20 The Credit Card Holder and/or the Supplemental Card Holder agree(s) and undertake(s) to pay such delay interest to be calculated at the rate stated in the annex, and the BITT and RUSF to be calculated over that sum in cash advance transactions which shall be paid in equal instalments and are to be carried out the Bank's Branches, Internet Branch and/or ATMs on such maturities to be set by the Bank. The Bank may set the rate of interest cost, not exceeding the maximum contractual interest rate for credit cards announced by CBRT, according to transaction's term and the channel of transaction whatsoever, including bank branches, internet branches or ATMs.

D.21 At the time of cash advance transaction from Credit Card Holder's and/or the Supplemental Card Holder's Credit Card account,

a Cash Payment Slip will be issued, and such document will be signed by the Credit Card Holder or the Supplemental Card Holder except for cases where the Credit Card Holder or the Supplemental Card Holder is identified by a code number, code or any other identifying method. However, as a Cash Payment Slip cannot be issued in transactions of cash advance via ATM's, the Credit Card Holder and/or the Supplemental Card Holder acknowledge(s) that Bank's records shall constitute conclusive evidence, which will operate as an evidence contract and shall be binding for him/her.

D. 22 The Credit Card Holder agrees and undertakes to pay the cash advance transaction commission at the rates and amounts stated in annexes as set by the Bank for cash advances, and that such commission may be changed by the Bank under Article D.35 of this agreement by giving a notice to the Credit Card Holder.

D. 23 The Credit Card Holder and/or the Supplemental Card Holder agree(s) and undertake(s) to pay the late interest and BITT and RUSF to be calculated on such interest in deferred payment transactions to be carried out at such merchants which have entered into a deferred sales agreement with the Bank. The Bank may set the late interest for enterprises at such rates not exceeding maximum contractual interest rate applicable to credit cards as announced by the CBRT.

D.24 The Credit Card Holder/Supplemental Card Holder agrees to pay the Annual Fee for the Primary Card Annual Membership Fees for each Supplemental Card, amounts of which are set by the Bank and shown in Annex-2. Such annual membership fees for Supplemental Cards may be changed by the Bank under the article D.35 of this Agreement with a notice to the Credit Card Holder Annual Membership Fee for the Credit Card will be debited in Credit Card Holder's/Supplemental Card Holder's Credit Card account, if the Credit Card Holder/Supplemental Card Holder does not apply to the Bank in writing, at least two months in advance of card's expiry date stating that he does not wish to renew the card, and the card is eventually renewed.

D.25 The Credit Card Holder agrees that all debit and credit entries on his/her account due to usage of the Credit Card domestically or abroad will be broken down by the Bank into the Credit Card Account Statement on Account Closing Date and shall be accordingly notified to him/ her. The Credit Card Holder is obliged to learn his/her debt using the facilities provided to him/her by the Bank (phone, Bankamatik, internet, etc.) even if he/she does not receive his/her Account Statement until the final payment date, or to request his/her Account Statement from the Bank in writing such that it shall have been received by the Bank until such final payment date. As the Account Closing and final payment dates for the next period are stated in the previous period's Account Statement sent to the Credit Card Holder, the Credit Card Holder/Supplemental Card Holder may not assert that he is not in default in case he/ she does not make the required payment.

D.26 The Credit Card Holder agrees, represents and undertakes that the total debt amount and/or the minimum payment amount stated in the account statement of the Credit Card will be collected by the Bank on the due date from Credit Card Holder's account held with the Bank.

D.27 Credit Card Holder's right to challenge the debit and credit entries notified to him/her in the Credit Card Account Statement is

reserved. However, the Credit Card Holder agrees that he/she shall notify to the Bank the items on the account statement objected by him/ her along with the rationale thereof within 10 days from the Due Date of the period involving the transactions covered by his/her objection; that otherwise the Account Statement shall become final, and Bank's books and all records including computer records shall be final and conclusive evidence for all objections and disputes arising in relation with the Credit Card, and that he/she shall not be entitled to challenge the Bank's records. The Bank shall answer complaints and objections of Credit Card Holders about the card usage within 20 days from date of application.

D.28 The Credit Card Holder and/or the Supplemental Card Holder is/are obliged to pay the minimum amount required to be paid as stated in the Credit Card Account Statement by the due date at the latest to avoid any default. Interest shall not accrue on debts arising from purchase of goods or services if the Credit Card Holder/Supplemental Card Holder pay(s) the total debt amount stated in the Credit Card Account Statement by the due date. The Credit Card Holder/Supplemental Card Holder accepts that if he/she pays a portion of the period debt, the interest, fund share and tax shall be calculated on the remaining account balance in accordance with article D.29 of this Agreement; that contractual interest will be applied on the remaining account balance upon the payment of the minimum amount while if a payment less than the minimum amount is paid, a default interest shall be applied to the unpaid portion of minimum amount whereas the contractual interest shall be applied to the remaining account balance in excess of the minimum amount.

D.29 The Credit Card Holder/Supplemental Card Holder agrees and undertakes that, the applicable contractual and default interest rates shall not exceed the maximum rates set by the CBRT; that he/she shall pay the interest to be calculated at the maximum contractual and default interest rates set by the CBRT, and the BITT and RUSF to be calculated on such interest amounts in cases provided for in articles D.7, D.19, D.28 and D.30 of this Agreement. No compound interest shall be applied on debts arising from the Card practice.

D.30 If the minimum required payment which must be paid for the period between the Account Closing Date and the due date and which is notified to the Credit Card Holder/Supplemental Card Holder on the Credit Card Account Statement is not paid by the Credit Card Holder/Supplemental Card Holder within such period, then the Credit Card Holder/Supplemental Card Holder agrees and undertakes that the Bank may suspend the usage of the card, and all of his/her debts and liabilities arising from this Agreement shall become due and payable without any further notice; that he/she shall promptly pay the same upon Bank's notification; that if the Customer fails to pay the minimum amount stated on an account statement, the sum of due debt and the debts which have become due in previous periods but not paid shall be set-off and offset from the Customer's balance in current account associated with the credit card upon notice; that if the Customer fails to pay the minimum amount shown on two consecutive account statements, his debts shall be set-off and offset by the Bank respectively from the customer's balance in demand deposit account associated with the credit card, the available balance of investment account associated with the current account, the liquid funds in the investment account associated with the current account, and the balance of guide account and the investment account

associated with the guide account; and he/she shall pay default interest, fund and taxes accrued over all accelerated debts for the time between the due date of the related period and settlement of all debts, as well as the expenses of the Bank in relation with the debt, as stated in article D.31 hereof.

D.31 Dispatch expenses are charged and collected from late payment notices sent via mail or notary public. Expenses payable to public agencies, institutions or third parties are at the Client's account. In case of notices subject to approval which shall be done after the Client's express request and approval, no fee other than the ones paid to third party individuals and entities shall be collected.

D.32 The Credit Card Holder/ Supplemental Card Holder agrees and undertakes that the Bank shall be entitled to convert FX-linked TL Credit Card debts into TLs in legal follow-up stage at Bank's currency selling rate at the booth effective on such date, and that he/she shall pay default interest on the balance constituted in such state.

D.33 The Credit Card Holder/ Supplemental Card Holder agrees and undertakes that the interests, fees, expenses and commissions may be changed by the Bank upon effective notices to the Credit Card Holder within the context of article D.34 of this Agreement.

D.34 The Bank shall notify the Credit Card Holder about any change in this Agreement, including interest rates, commissions and any fee via the account statement or other methods in line with the applicable legislation. The Card Holder agrees and undertakes that, the changes in this Agreement shall be valid from the final payment date for the period of notification, and that he/she shall be deemed to consent to such changes if he/she continues to use the Card after the final payment date related to the period referred in the notification. The Bank shall notify the Credit Card Holder/Supplemental Card Holder via account statement or other means defined in the applicable legislation 30 days in advance if it increases the interest rates. The Credit Card Holder and/or the Supplemental Card Holder shall not be affected from interest increase if he/she pays his/her entire debt within maximum 60 days, provided that usage of the Card is promptly ceased as of the notification date.

D.35 If upon the Bank's request, the Credit Card Holder fails to evidence his/her income, or if the income declared by the Credit Card Holder is deemed insufficient by the Bank or if the Bank determines that Credit Card Holder's ability of repayment has diminished and/or there are other justifiable reasons, then the Bank may require surety or pledge of movable/immovable assets and/ or any other guarantee applicable to the Bank from the Credit Card Holder during the credit relationship. The Credit Card Holder agrees that the Bank shall be entitled to require new suretyship or movable/ immovable pledges and/ or other guarantees acceptable to the Bank for causes such as Credit Card Holder's and/or Guarantor/Guarantors' losing the ability to pay or the collaterals received becoming impaired.

D.36 The Credit Card Holder agrees that the Bank shall be entitled to render the entire debt due and payable and request immediate payment thereof, if any of the information in the Application Form and its attachments is found to be untrue, or the Card Holder is found to have lost his ability to make payments in part or in full, or if an interlocutory injunction or cautionary attachment order is obtained by third parties against him/ her, or he/ she fails to give additional collaterals despite such a request for additional collaterals pursuant to article D.35 of this Agreement, or that the debt is not paid due to

his/her death or his/her bankruptcy, or his/her request of extension of composition, or his/her being incapacitated, or appointment of a trustee or any other justified reason.

D.37 If the Bank receives a guarantor or any personal guarantee under any name whatsoever for the Credit Card debt or for other obligations of the cardholder and/ or the additional cardholder, such guarantee shall be subject to provisions on ordinary guarantee as set forth in the Turkish Law of Obligations. Performance of the debt cannot be requested from the guarantor unless the Bank applies to the original debtor and tries all courses for collection of the debt. Event of default for the guarantor starts with notification of Credit Card Holder's debt to him. Amendments in the provisions of current agreement that would increase the liabilities of guarantor and increase in card limit shall be subject to guarantor's written consent to be effective to the guarantor. Personal guarantees delivered for the receivables of the Cardholder and/ or additional cardholder shall operate as the several suretyship unless otherwise is stipulated in other laws.

D.38 The Credit Cardholder and/ or Additional Cardholder irrevocably agrees that such details and information represented by him/ her at the time of the card application are true and complete; that the Bank shall be authorized to do such intelligence works that it may deem necessary and that it shall submit such required documents to the Bank.

D.39 The Credit Card Holder and/or Additional Card Holder agrees and undertakes that in purchases/sales of goods/ services at merchants authorized by the Bank, there may be "Instalment Sales with Delay Interest" or "Instalment Sales without Delay Interest", and different instalment options may be offered on merchant basis, and/or on product basis at the same merchant, and while rewards/points/miles are earned in a single step in transactions under "Instalment Sales with Delay Interest" and "Instalment Sales without Delay Interest", no reward/point/mile will be earned in transactions under "Instalment Sales with Delay Interest".

D.40 Deferment of outright shopping is possible via branches, Internet branch or call centre until the account closing date following the transaction. Such deferment can be cancelled likewise via branches, internet branch or call centre until the account closing date following the transaction, but if a card holder intends to cancel the deferment after the account closing date, early payment via branches, internet branch or call centre is required. Channels where deferment and early payment can be made are determined and published by the Bank. In early payments, the interest reflected on the card holder will not be refunded. The Bank is entitled to notify the interest rates applicable for installments in line with the procedures set out in the applicable law and at certain periods upon prior notification.

D.41 Setting of an instalment plan for outright purchases is possible via branches, internet branch or call center until the account closing date following the transaction. Such setting of an instalment plan can be cancelled likewise via branches, internet branch or call center until the account closing date following the transaction, but if a card holder intends to cancel the setting of an instalment plan after the account closing date, early payment via branches, internet branch or call center is required. Channels where setting of an instalment plan and early payment can be made are determined and published by the Bank. In early payments, the interest reflected on the card holder will

not be refunded. The Bank is entitled to notify the interest rates applicable for installments in line with the procedures set out in the applicable law and at certain periods upon prior notification..

D.42 The customer agrees that the minimum amount due may not be less than thirty percent of the debt for the period for credit cards with a credit card limit up to 15.000 Turkish Liras, or thirty five percent of the debt for the period for credit cards with a credit card limit from 15.000 Turkish Liras up to 20.000 Turkish Liras, or forty percent of the debt for the period for credit cards with a credit card limit of 20.000 Turkish Liras or higher, and forty percent of the debt for the period for newly assigned credit cards until expiry of one year from beginning of usage of the card, and the bank may set the minimum amount due, no less than the foregoing amounts.

D.43 He/ she agrees and undertakes that he/ she has been duly informed that in case of multiple loans extended by the Bank and where either of these loans is accepted as frozen debts (non-performing loan) due to the requirements of the categorization in this respect, cards shall be also categorized as frozen (non-performing) loans pursuant to the Regulation on Procedures and Principles for the Determination by Banks of Loans and Other Receivables and the Provisios to be set aside for them and that in such a case his/ her credit cards may be blocked by the Bank against further use.

D.44 The Bank agrees, represents and undertakes that in cases of losses, thefts or damages to credit card holder's primary or additional cards as well as of those goods to be purchased at home or abroad by using those cards shall be covered by the Shopping Insurance Coverage up to a limit of 3,000 TL per event with a maximum limit up to 2 damages or losses a year; that the terms and conditions applicable to the shopping insurance (amendments, termination, discontinuation) shall be notified by the Bank online, via account statements, card carriers or other similar channels.

D.45 Where the payment day falls on a day that is accepted as a non-business day according to the applicable law, the payment date shall be automatically the first business day following that non-business day.

D.46 The Parties agree, declare and undertake that Turkish law shall be applicable to any and all disputes arising from this Agreement and that those courts and execution offices as designated in Articles 5 through 15 of the Code of Civil Procedures shall have jurisdiction over the disputes; that moreover, where the other party is a tradesman or a public legal person, the venue where the Bank is situated and Istanbul Courts and Execution Offices shall also have jurisdiction thereover. In addition, the Customer shall have the right to apply to the Arbitration Committee for Consumer Problems, the Consumer Court and Bank Association of Turkey Individual Customer Arbitration Committee.

D.47 Provided that the Customer shall give a one-month notice in writing or by means of permanent data storage unit, the Customer shall have the right to terminate such provisions hereof which concern the credit card policies without paying any fee and without stating any reason, whereas provided that the Bank shall give a two-month notice in writing or by means of permanent data storage unit, the Bank shall have the right to terminate such provisions hereof which concern the credit card policies. In case the termination is due to a just cause, the Bank shall have the right to terminate the credit card

provisions hereof with immediate effect by eschewing the notice period.

D.48 The Customer shall have the right to receive one copy of the agreement between him and the Bank free of charge within one year following the execution date of the Agreement.

## **E- PROVISIONS APPLICABLE ON ACCOUNTS OPERATING ON CHEQUES**

The Customer agrees, represents and undertakes the following:

E.1 He shall duly submit such correct and valid information and documents required by the Bank which shall be binding for it when a cheque account is opened and a chequebook is issued and delivered to it based on the existing cheque account;

E.2 He shall act in accordance with the Cheque Act no 5941 or any substitute or enactment thereof or the entire applicable legislation when he applies to the Bank for a chequebook, uses it or draws cheques;

E.3 The Bank shall be entitled to receive, the amount calculated by multiplying the number of cheque leaves by the amount that our Bank is legally obliged to pay to beneficiary of a bad cheque pursuant to the Cheque Act no 5941 or any superseding law or legislation, for each cheque leaf to be issued by the Customer, and any transaction, notice, warning and communication expenses to be taken for each cheque leaf, from his/her account and to transfer such sum to a blocked account, and the Bank has the right of lien and offset on such blocked account; also that, he/she shall pay the commercial paper charge for each cheque leaf in accordance with the Commercial Papers Law number 210.

E.4 In case the cheques he/she has issued on the account are not covered, the Bank shall be authorized, subject to such demand by the Customer in this respect, to pay the cheque through transfer from his/her other accounts held with the Bank;

E.5 If, due to the cheques he/she has issued on the Account being fully or partially uncovered, the Bank pays the cheque's beneficiary the amount that it is legally obliged to pay per cheque leaf or the portion of such amount less the amount in the account, the credit provided to him/her shall be converted into a cash loan in accordance with the Cheque Act no 5941 as allowed by legislation, debt adada to be calculated as of the date the balance has occurred, and debt adada to occur on the account as of the value date for various reasons, the interest to be calculated at the rate on loan type with the highest rate applied by the Bank in such period shall be started to be deducted together with BITT and RUSF, and a default interest shall be accrued on the amount, on which the interest stated above was charged together with excise duty and fund deduction from the date stated in the warning letter to be sent by the Bank for payment of such amount, at twice the rate of the highest current interest rate applied on loans operated as debit current account by the Bank on the date of the warning letter, in addition, similarly, default interest shall be started to be applied on all expenses incurred by the Bank,

E.6 If the beneficiary is the issuer himself/herself, when the cheque is presented with a branch other than the one where the account is held with, the Bank shall make payment by taking provision, also, in case of doubt about the correctness of the signature on the cheque, the Bank shall be entitled to receive the cheque for collection and send it to the related Branch,

E.7 During payment of the cheque, the Bank shall be entitled to refuse payment if it deems identity of the cheque or the beneficiary doubtful,

E.8 The Bank is always entitled to request the cheque books and check leaves to be returned and when the Bank requests for the return of chequebooks and their leaves, he shall immediately return them to the Bank; unless he returns them, he shall immediately deposit in cash and in lump sum such total sum to be calculated by multiplying the number of cheque leaves with the sum that the Bank is obliged to pay to the beneficiary of the dishonoured cheque per cheque leaf pursuant to the Cheque Act no 5941 or any enactment thereof or the applicable legislation upon the Bank's first demand without any need to have legal course against it, the issue of a letter of protest or court order without regard to whether or not cheque holders demand payments from the Bank.

E.9 In relation with the Bank's cheques he owns that he/she will give by assignment or collection endorsement for being credited on his account, the Bank shall not be obliged to present these prior to issue date, and they will be deemed to be presented to respondent branches on issue dates for collection of the amounts, with the provision transactions performed by establishing real time communication in electronic media, and in case of failure to reach the account balances through terminals in electronic media due to events out of Bank's control such as system failure, interruption of communications or electricity and in other cases where necessary, the Bank will be entitled to perform the provision transaction via phone or other communication means it deems appropriate, or upon its demand, to send the cheques to respondent branches for collection through registered and reply paid mail, and if the Bank decides to send the cheques to respondent branches for collection;

E.10 In relation with other banks' cheques he owns that he has given to the Bank for collection, and the consequences of expiry of presentation period during the time in the post and the Bank shall not be liable for consequences arising from delays in the post or loss of the cheque in the post without any fault to be blamed on it and the cheque will be sent to the respondent bank by registered and reply paid mail unless instructed otherwise and the suitcase for cancellation shall be opened by him/her if the cheque is lost in the post,

E.11 The Bank is entitled to preserve, on its own behalf, or to present its own branches / the respondent bank at any time during the presentation period, the cheques that he owns and has given to the Bank with assignment or collection endorsement for being credited to his account,

E.12 The amount which is credited by reason of the cheques he owns and has given with assignment endorsement for being credited to his/her account turning out to be uncovered or being lost in the post during sending to respondent branches / banks will be pledged with the Bank for securing Bank's receivables; cheque amounts will be credited to his/her account with the value date(s) they have been credited and offset for his/her debt; and in cases where the cheque amounts need to be refunded, he/she shall pay the cheque amount, with default interest at a rate two times the highest current interest rate applicable to loans operated by the Bank as overdraft accounts and BITT and RUSF deduction, promptly and in cash upon Bank's first request, or such amount will be debited to his/her account,

E.13 In case the Customer draws FX checks on his Foreign Exchange Deposit Account, he is aware of, and accepts the fact, that there may arise a loss from the exchange of two foreign currencies during the transfers between Foreign Exchange Deposit Accounts; TL amounts corresponding to the difference between the exchange rates and the loss in question as well as Excise Taxes payable thereon, and where he draws a FX check on his TL account, such Turkish lira equivalent of Fx amount on the check to be calculated at the FX selling rate applicable at the Bank's booths shall be debited to his account, and the Bank shall be authorized to debit such taxes arising from Fx/ effective selling rate to TL or FX Deposit Account at the Bank.

E.14 Unless and until a court order declaring the nullity or physical return of cheque leaves is submitted to the Bank, those leaves shall not be cancelled and he is not entitled to make any demand from the Bank in this respect;

E.15 All branches of other banks that have agreed with the protocol signed by them on transacting information on cheques in electronic media without physically presenting with clearance rooms will be authorized, according to the protocol, to accept the cheques that are and will be issued on his/her accounts with Bank's all branches, by proxy of bank branches seen on the cheque as respondent; likewise, Bank's all branches are authorized to accept the cheques he/she has issued / will issue on other banks' branches, by proxy of the branches of other banks that have agreed with the protocol which are respondents of the cheques, and a presentation to any branch of banks that have agreed with the protocol other than the banks the cheque was issued on, will be deemed as a presentation with clearance room and the cheques will be dealt with in electronic media without being physically presented to clearance rooms and consequently he/she shall not object that the original cheque remains with the bank branch to which the cheque was presented, and the transactions to be performed due to authorization on such issue, and the other banks' branches making payment by proxy will not be obliged to perform signature verification..

E.16 In the event that there is a ban against him to draw cheques or open cheque account, he shall fulfil all his obligations set out in the applicable legislation, including the return of all cheque leaves under his possession to the Bank and the delivery of such information and documents defined in the applicable legislation to the Bank.

## **F- PROVISIONS ON REMITTANCES**

The Customer agrees, represents and undertakes the following: Upon his/her remittance instruction, the Bank will perform such instructions within the framework of conditions written below and the "Remittance Acceptance Conditions" as announced by the Bank.

F.1 In every remittance order he/she will give, the Customer must expressly specify beneficiary of the remittance, open address, phone and tax identification number/Rep. of Turkey ID number of the beneficiary, and the amount to be remitted.

F.2 As a rule, in on-line remittances, upon occurrence of a technical malfunction, remittance will be made after correction of such malfunction unless otherwise instructed.

F.3 The Bank is free to inform the beneficiary of the remittance amount, either by invitation or notification letter or on the phone or orally, or to transfer the remittance amount to the account of beneficiary, within the period it deems appropriate.

F.4 The Customer cannot claim that his/her right to recourse from the remittance was abrogated, and after giving remittance order, he/she shall be liable for all payments to be made to the receiver or the remittance by the Bank on account or in cash, as sender of the remittance, nonetheless, making of such invitation shall not cause the liability to pay the remittance amount until the Bank incurs liability towards the remittance receiver and shall not include acceptance of such remittances by the beneficiary, and if the invitation form is construed as causing the Bank to incur liability, he/she shall bear the liability so arising.

F.5 By payment of remittance amounts to the beneficiaries, Bank's all liabilities will be ended and he/she shall not be entitled to challenge the Bank or its correspondents on such issue even upon attachment of remittances for debts of the beneficiaries and collection through attachment.

F.6 The Bank shall not be liable in any manner whatsoever for the rejection by the recipient of remittances, transfers or payments made via the Instant Banking tools, any and all self-service devices and similar applications or any other remittance done other than this practice; or the unavailability of the account on final payment date for automatic transfers, or failure to timely make the remittance due to attachment or injunction on the accounts that the remittance will be sent or on his/her own account, or for delays, interruptions or disappearances that may arise due to Postal Administration's faults such as loss in mail of the letter written by the Bank regarding remittance orders to be given in the form stated in article F.1 above, or miswriting of the telegram unless any fault is attributable to the Bank. The Bank shall not be a party to default interests or penalties claimed by the related persons or institutions for the said causes and/or any dispute that may arise with such persons or institution.

F.7 Where the Customer is not the beneficiary of the remittance, the Bank shall be authorized to recover back the amount erroneously credited to the Customer's account upon a notice to the Customer.

F.8 If remittances in foreign currency, that arrives at his/her benefit through the Bank and paid in cash in TLs and/or foreign currency and/or paid in advance by the Bank to him/her by crediting his/her Account(s) with the Bank, turn out to be fake or uncovered or not credited with Bank's account by Bank's correspondents for any reason and/or such amount is requested back by Bank's correspondents for any reason, the Customer shall repay the amount paid in advance to him/her by the Bank together with interest calculated at the rate requested by the Bank and expenses and commissions determined by the Bank, in cash and in a single sum. Furthermore, he/she shall meet all expenses, interests and commissions incurred by the Bank and/or requested by Bank's domestic and/or foreign correspondents from the Bank due to such transactions; and upon filing of a lawsuit by the Bank and/or correspondent banks in relation with such remittances, he shall meet all payments made by the Bank.

F.9 In remittances/transfers made through the Bank to accounts held with other domestic and/or foreign banks or to remittance beneficiaries, the Customer consents irrevocably on giving of Customer's identification information, address, account number, business affairs and other information, and all information and documents that may be deemed as customer's secrets by the Bank, as may be requested from the Bank by the domestic and/or foreign

banks intermediating the remittance/transfer transaction or making the payment, or by beneficiary of the remittance, or as may be needed by the Bank in relation with performance of the domestic and/or foreign remittance transaction.

**G- BANK'S TRANSFER AUTHORIZATION, AUTOMATIC PAYMENT / AUTOMATIC REMITTANCE / TRANSFER ORDER/ PAYMENT WITHOUT INSTRUCTION**

The Customer agrees, represents and undertakes the following;

G.1 The Bank is authorized to make transfers from one of his accounts to his/her any other account without expecting instruction; TL amount of buying orders of Capital Market Instruments and precious metals to be given by him/her to the Bank may be transferred from DDA/DCCA to the Investment Account on the date of such buying order so as to cover probable price increases, expenses, commissions, insurance, BITT and similar expenses without needing any further instruction,

G.2 He/she shall bear the loss that may arise from conversion of two monies during transfers between Foreign Currency Demand Deposit Accounts; the Bank is authorized to debit the TL amount corresponding to the difference between currency rates and such loss, and so arising BITT on the TL or Foreign Currency Demand Deposit Accounts held with the Bank on its own initiative; in case of issuing cheque on Foreign Currency Demand Deposit Account that was opened with effective of the currencies, effective and currency buying rates of which are different, the difference occurring as a result of the conversion will be met from the Foreign Currency Demand Deposit Account,

G.3 All debts that have arisen/will arise against related persons and/or institutions for various reasons such as subscription fee, registration fee, insurance premium, consideration of goods, invoice amount in accordance with agreements signed with related persons and/or institutions, will be deducted from the account held with the branch on the dates and at the amounts notified by such related persons and/or institutions to the Bank, or in case the balance of such account is insufficient to meet such debt amount, the abovementioned items will be deducted from the Overdraft Account which is connected to such account for the full debt amount or the deficient portion provided that a credit limit has been assigned to such account and credit limit is available and the Customer should give an instruction in this respect, and paid regularly by the Bank to the related persons and/or institutions or transferred to the account of related persons and/or institutions held with the Bank, unless he/she revokes his instruction in writing on the issue,

G.4 The Bank shall not be a party in disputes that may arise with the related persons and/or institutions due to nature or amount of deductions made at the amounts notified by such related persons and/or institutions to the Bank, or for any other cause, and he/she shall not have any defence or objection against the Bank due to such deductions, and the Bank is always entitled to take the amounts related to erroneously made payments from the account upon a notice to the Customer and he/she shall not be entitled to make any objection on such transactions;

G.5 If a salary payment is made to him/her through the Bank, his/her debts that have arisen/will arise with the employer due to erroneous payment to his/her account by the employer will be repaid from his/her account(s) that is/are held with the Bank, to the employer

by notifying him/her on the date and at the amounts stated by the employer to the Bank, that the Bank shall not be a party in disputes that may arise with the employer due to nature or amount of deductions made at the amounts notified by such employer to the Bank, or for any other cause and he/she shall not be entitled to make any objection against the Bank on such deductions and payments,

G.6 If there is no money in the account he/she has mentioned in his instruction for Automatic Remittance/Automatic Payment, the Bank shall not be obliged to scan other accounts and transfer to the account on which the remittance instruction was given or to scan other accounts and perform automatic remittance; for performance of remittance on the day stated in his/her instruction, and he shall make his account available for the remittance amount stated in the instruction until 24:00 o'clock on the business day preceding the remittance date stated in the instruction, and in case the remittance day stated in the instruction is a holiday, remittance instruction will be effective from the following business day, and in case the final payment date is a holiday, the Bank shall not be obliged to research whether such day is a holiday or not and shall be authorized to collect such amount from the account on the last preceding or first succeeding day of such final payment date, without any liability on the issue, and the Bank has no further responsibility on the issue, and he/she has the liability to monitor the invoices, final payment dates of which are holidays,

G.7 In relation with remittances subject to the Automatic Payment application, he/she will, each time, keep money in his/her account as much as the sum of remittance amount and commissions, taxes and expenses, otherwise such remittance transaction will not be performed in any manner whatsoever and the Bank shall not be liable for such reason; and in case there is no money in the account, the Bank shall not be obliged to scan other accounts and transfer money to the account with payment instruction or to make automatic payment from other accounts on which an instruction does not exist; however, in cases where the current account balance with automatic payment instruction is not available, transactions will be made upon a special instruction he/she will give the Bank,

G.8 For accurate performance of the services subject to the automatic payment application, the Bank is entitled to obtain all information and documents related to him/her with the institutions he/she has mentioned during application, or samples thereof from the related institutions, and to add these on its records and to use these as required by the service, and to notify official and private legal entities,

G.9 If he/she wishes to pay his/her debt to various institutions that have agreements with the Bank through the Instant Banking Services, these payments shall be made in cash or from account through ATMs but only from account through other Instant Banking channels,

G.10 If he/she intends to pay his/her debts to various institutions having an agreement with the Bank, through collection at the booth, then he/she shall be subject to Bank's fee, expense and commission tariff shown in annex, based on such transaction,

G.11 In case the agreements signed by the Bank with related persons and/or institutions are terminated for any reason, the Bank shall be in no event responsible for failure to perform remittances subsequent to notification of the issue by the Bank, and he/she shall

not be entitled to any objection or claim against the Bank after the Bank announces it via notices, publications etc..

G.12 He shall give a written notice to the Bank before his relations with such individuals and/ or entities designated in the order for the Automatic Remittance/ Automatic Payment terminates; he shall make sure that Automatic Remittance/ Automatic Payment instructions for the services to be terminated shall be cancelled on a timely basis and he shall duly give necessary notice to the Bank in writing. Unless and until he does give a notice to the Bank for the cancellation of the Automatic Remittance/ Automatic Payment orders for the terminated services, the Bank shall be authorized to cancel, ex officio, the Automatic Remittance/ Automatic Payment order without any prior notice in the event that the Bank comes to know in any way that the relation related to the order for the Automatic Remittance/ Automatic Payment application terminated or in the event that one wishes to place any other order in this respect.

## **H. GOLD DEPOSIT ACCOUNT**

The Customer agrees, represents and undertakes the following:

H.1 he gold that makes up the Gold Deposit Account, which may be opened in two forms, namely, demand deposit or, subject to the Bank's acceptance, time deposit account, is such raw gold without any characteristic that is in any way in breach of the applicable legislation which is considered to be standard form in the form of bar or bullion and with a 995/1000 carat and which bears the seal of gold refineries in the list published by Borsa Istanbul Precious Metals and Precious Stones Market, and which are registered with Borsa Istanbul Precious Metals and Precious Gems Market and which are acceptable in the international markets, or it may be printed gold or such gold that is traded with or without any addition or in the form of an ornament or decoration after a treatment of workmanship,

H.2 In the event that the Bank is in the opinion that the gold which is delivered or the Customer wishes to deliver is found to be in deviation from the standards above or there is any shortfall in them, said gold shall not be accepted to the Gold Deposit Account with the Bank and for this reason the Bank shall be unilaterally authorized not to accept or take the delivery of the said gold;

H.3 The gold that the Customer shall deliver to the Bank for the Gold Deposit Account may be delivered to the Bank at such a place acceptable to the Bank and the Bank shall unilaterally determine the terms and conditions applicable for the delivery at its sole discretion and he shall fully act in line with all terms and conditions set by the Bank with respect to the delivery;

H.4 Any physical gold delivery by third parties to the Gold Deposit Account opened at the Bank in his name shall be deemed to have been done upon his consent and on behalf of him,

H.5 In the event that he does not buy the gold from or through the Bank, he shall not be entitled to place orders on the Bank with respect to the said gold, and accordingly, to request that the said gold should be sold to the Bank and the proceeds should be paid to him in TL or an interest should run on the Gold Deposit Account or a transfer or by-transfer should be made to his other accounts with the Bank until and unless the Bank determines that the gold delivered by him to the Bank conforms to the standards defined by the Bank in a manner acceptable to the Gold Deposit Account and moreover if the said gold is accepted by Borsa Istanbul Precious Metals and Precious Stones

Market according to such rules and procedures set by the Bank, and the Bank shall not carry out any other banking transactions involving the gold within that period and he shall not raise any objection or make any otherwise demand in this respect;

H.6 Where he does not buy the gold from or through the Bank, he shall immediately pay such commission to be freely determined on account of the gold delivered by him to the Bank for crediting it to the Gold Deposit Account in lump sum as soon as the gold is credited to his account;

H.7 If the physical gold that is purchased outside the Bank and delivered to the Bank for being credited on Gold Deposit Account, becomes understood in the future to be stolen, contentious, fake, underweight, low carat, banned or otherwise in breach of legal legislation or that they have become damaged, lost or altered or such gold are not replaced with valid ones which conform to the standards above within 3 business days from the Bank's first request, then the Bank shall reserve its rights specified in Section K of this Agreement which is titled "Non-Payment of Debts, Bank's Right of Lien, Setoff and Offset,.

H.8 The gold deposited to or withdrawn from the Gold Deposit Account and the interest that shall accrue if acceptable to the Bank shall be processed based on the quantity of the pure gold with a 1000/1000 pureness that appear on the Bank's records and the booklet given to the Customer incidentally;

H.9 The Customer irrevocably agrees that the Bank shall be fully free in order to decide whether an interest will be charged on the Demand Gold Deposit Account and the Bank shall be entitled to change ex officio its current practice at any time and in any manner; he shall not have any claim or objection in this respect;

H.10 The Customer irrevocably agrees that interest to be charged on the Time Gold Deposit Accounts shall be freely determined by the Bank and unless the Bank issues its written consent, the Customer may not withdraw the gold in the Time Gold Deposit Account in full or in part, and thus not close the Account before the maturity date nor may he change its term and he shall not have any right of claim or objection in this respect;

H.11 If the Bank accepts the withdrawal of the gold in the Time Gold Deposit Account prior to the maturity, the Bank shall be entitled to charge such interest rate that it freely determines for the Demand Gold Deposit Accounts on the gold withdrawn prior to the maturity;

H.12 Unless and until the Customer withdraws his gold and the interest accrued thereon in the Time Gold Deposit Account in full by the end of the Bank's office hours on the maturity day or gives a written order to the Bank by that time, describing how to proceed with the account, the Customer agrees, represents and undertakes that the Bank shall novate and renew the said gold and interest in the said account at such interest rate designated by the Bank and for the same term, in which case the maturity expiry date of the previous account shall be taken into consideration as the value date for the new account;

H.13 The Customer agrees in advance that in the event that the Customer should give a minimum 3-business day written notice to the Bank, demanding that the balance in the Gold Deposit Account should be delivered in the form of physical gold; this request is accepted by the Bank, the gold shall be paid to the Customer at a place acceptable to the Bank in Istanbul and the Customer shall

strictly comply with the physical delivery date, time and procedure to be set by the Bank;

H.14 In case of physical gold delivery, he shall pay in advance such relative commission to be designated by the Bank on TL equivalent of the gold to be withdrawn from the account together with any and all taxes, duties and charges and the Bank shall be authorized to adjust the commission fees and expenses ex officio without any prior notice to the Bank;

The physical delivery of the gold as described in the paragraphs above is applicable for such gold of 5 kg or its multiples in the form of one kg above it; the gold which weighs less than 5 kg may in no event be physically delivered and in this case, such equivalent of the gold calculated at the Bank's gold purchase price on the payment date shall be paid to the Customer in TL and the Customer agrees with and makes no objection against it;

H.15 The pricing applicable for the trading of gold from the Bank shall be unilaterally set by the Bank, taking into consideration the then prevailing market terms and conditions; the Customer shall not have any objection there against and any and all market risks that may arise from the trading of the gold shall be borne by it;

H.16 All kinds of taxes, duties, charges and other expenses that may arise from the gold trading to be made under this agreement shall be borne by it; he shall immediately pay all taxes, duties, charges and other expenses that the Bank is obliged to pay for any reason whatsoever upon the Bank's first demand and without raising any objection or plea whatsoever;

H.17 He shall strictly comply with any potential changes to the applicable legislation.

## **I - INSTANT BANKING SERVICE**

The Customer agrees, represents and undertakes that;

I.1 All of his/her transactions using the "Customer Number" and Code/Codes given by the Bank and/or code tables/devices on the Instant Banking applications offered by the Bank, which he/she requests to be made available by applying in person to the Bank or using Instant Banking tools, will be performed without his/her signature, according to the operation of the system, and any instruction given with the related Customer number and using the Code/Codes and/or code tables/devices will be considered as his/her written instruction,

I.2 He/she shall keep the Customer number given by the Bank and the code/codes with rigor, any transactions performed by using his/her customer number and Code/Codes shall be considered to be performed by him/her, and regarding usage of Debit Cards and Credit Cards, abovementioned provisions shall be equally effective in Instant Banking Service applications,

I.3 He/she consents that the Bank may use voice records in transactions performed using Instant Banking service tools, and that the Bank shall not have any liability under Turkish Criminal Code by reason of such voice records, and the voice records kept by the Bank shall also constitute evidence and shall be binding, and this shall constitute an evidence contract including Articles N.1. and N.2. of this Agreement,

I.4 Upon failure to fulfil the service due to technical reasons that may arise during usage of Instant Banking tools, between the related tool and the Bank's computer system, such as machine error,

disconnection of communication, slowness of communication, lines being busy etc. which failures are not because of the Bank's systems, then the Bank shall not be responsible, provided that there is no negligence attributable to the Bank.

## **İ. BANK'S INTERNET BANKING SERVICE**

İ.1 The Customer agrees and represents that, he/she has been informed on the issues below for his/her own security;

-While entering the Internet Branch, he/she must enter his/her Internet Branch entry code via the "Virtual Keyboard",

-While entering the Internet Branch, if the Bank has a software supporting the browser and/or the operating system, he/she must use such software,

-He/she must prefer to connect to the Internet for making transactions in the Internet Branch from computers that belong only to himself/herself or is allocated exclusively for his/her use,

-He/she may limit the days and hours he/she may enter the Internet Branch, and he/she may prevent entry to the Internet Branch in conditions that do not comply with the restrictions he/she has defined inside the Bank's Internet Branch such as the IP address/IP interval of the computer(s) he/she uses constantly, his/her member Internet Service Provider for connecting to the Internet and other Access and Entry security services that may be developed by the Bank in line with the progress of technology and announced to Bank's Customers via the Bank's Internet Branch,

-Upon his/her demand, he/she may partially or fully prevent money transfers to third parties via Internet and other Instant Banking channels, and that, in case he/she incurs any loss due to failure to partially or fully use such security options, he/she cannot attribute any liability on the Bank by asserting that the Interactive Banking transactions were performed by third parties without his/her knowledge. Furthermore, the Customer irrevocably agrees, represents and undertakes, to apply the additional security measures which will be provided by the Bank if it deems appropriate for a charge or free of charge, and if he/she does not wish to apply such measures, the Bank may restrict his/her transactions via Internet Branch by quantity or quality,

İ.2 The Customer irrevocably agrees, represents and undertakes that he/she is informed by Bank's officials in detail, on conduct of computer hackers and on how to prevent hacker attacks; that the computer that he/she will perform Interactive Banking transactions must be equipped with sufficient security against hackers, and the issue meant by the term "equipped with security" is having a licensed Anti-Virus Program, a Firewall (applications that prevent unauthorized access to a computer or network of computers, and analyze the data traffic within the computer network or between the internal computer network and external computer network [Internet] and thus, may block attacks attempted over the Internet) and an antitrojan program (security applications that may detect the trojans that are defined as spy programs that may fully abrogate system security despite not having any weird appearance in the operating system) installed on the computer that the transaction is made on, and regularly updated,

İ.3 The Customer irrevocably agrees, represents and undertakes to take necessary measures to prevent remote seizure of the password and codes he/she has set on his/her own will for Interactive Banking transactions and his/her other personal information by third parties using Internet technologies, and not to chose code or



password with the type of information that can be easily guessed by third parties or those who have seized his/her personal information (such as birth date etc.), not to make interactive banking transactions on the Internet through computers that do not have the security equipment mentioned above; and to apply the security measures described and advised to him/her by the Bank and ATM, including warning notes at the Internet branch, he shall in no event share the said password, code or other customer details via social media pages;

İ.4 The Customer irrevocably agrees, represents and undertakes that, in case he/she does not fulfil the liabilities above, or does not apply the security measures described and advised to him/her by the Bank and ATM including warning notes at the Internet branch, or does not update such security measures, or performs transactions through computers that lack secure equipment or performs Internet banking transactions on computers installed in public places; he/she cannot cause the Bank to incur any liability asserting that such transactions were performed by third parties without his/her information, and cannot assert any claim or allegation in any manner whatsoever against the Bank in such issues and that the Bank shall not have any liability for losses that may arise out of such transactions.

#### **J. CLOSURE OF ACCOUNTS, CANCELLATION OF DEBIT CARD AND CREDIT CARD, TERMINATION OF THE AGREEMENT**

The Customer / the Credit Card Holder and/or the Supplemental Card Holder **agree(s), represent(s) and undertake(s)** the following;

J.1 In case he/she does not comply with any of the provisions of this Agreement, or abuses Bank's services, or uses the accounts outside their purpose, or directly or indirectly causes a loss for the Bank with transactions performed through Branch and Instant Banking, or he/she goes bankrupt, or exceeds the Credit Card limit, or upon other righteous causes, the Bank shall be authorized, by notifying, to fully or partially suspend the use of, or close, the accounts that were opened on his/her name and/or to terminate this Agreement, and/or suspend Instant Banking applications and/or terminate this Agreement, or in circumstances where the applicable legislation grants the Customer to refuse the changes to the interest, fee, expenses or commission fees notified by the Bank and the Customer uses his such right, or where the Customer's approval is sought for the effectiveness of the change but there is no approval around, the Bank shall be entitled to suspend the provision of the relevant product or service, and the Bank may request return of the Credit Card/Supplemental Card, and also it may not renew expired card(s), and upon termination of the Agreement or non-renewal of Credit Card(s) by the Bank, debts and liabilities arising from usage of the Credit Card(s) will continue, and provisions of this Agreement shall survive until debts and liabilities are fully settled, and debts and liabilities that arise due to usage of the Credit Card(s) despite Bank's notification shall become due and payable from the date the Credit Card(s) is/are used, without any further notification,

J.2 Upon termination of the Agreement due to causes stated above, he/she shall pay all his/her debts promptly and in cash without any further notification; and pay default interest, BITT, RUSF, commission and expense as provided in the Agreement until the debt balance is fully settled,

J.3 Upon closure of account with unused or unusable check leaves, he/she shall return the check leaves or cheque books that were unused until such date, to the Bank,

J.4 If the Bank suspends and/or closes the accounts and/or the cancels, suspends or does not renew the card; he/she shall pay the entire debts towards the Bank that were incurred or will be incurred due to interest, commission, BITT and other issues receivable by the Bank at the time of disruption, closure, cancellation or suspension promptly to the Bank upon notification of disruption, closure, cancellation or suspension, and the Bank reserves the right to request interest consequently,

J.5 To request termination, he must notify the Bank and must have met Bank's all receivables that have been incurred or will be incurred in connection with this Agreement and all of his/her accounts must have been closed; and upon closure of the account through termination of the Agreement by the Bank or by himself/herself, save for the provisions above, the money present in the account will be transferred by the Bank to a non-interest-bearing blockage account; and he/she shall pay custody fee for Capital Market Instruments in such closed Investment Account until he/she takes delivery thereof,

J.6 If the services conducted under this Agreement cease, the Agreement shall not automatically be terminated, and shall be pending until usage of a new service, and upon his/her re-application at the Bank for benefiting any of the services under this Agreement, provisions of the Agreement shall be back in effect and be subject to provisions of this Agreement together with all banking transactions performed within the framework of such service,

J.7 He/she shall promptly notify the Bank on the date he/she/it is notified that his/her/its activities are temporarily suspended due to causes stated in Free Zones Application legislation; otherwise the Bank shall be authorized to close the accounts and/or terminate the Agreement.

#### **K- NON-PAYMENT OF DEBTS, BANK'S RIGHT OF LIEN, SET OFF AND OFFSET**

K.1 The Customer/Credit Card Holder and/or Supplemental Card Holder agree(s) and represent(s) that; in case he/she/they has/have any debt against the Bank for any reason; or in case the Bank notices that the Customer was overpaid for any reason or that the DDA/DCCA turns to debit balance due to transfers from DDA/DCCA/Investment/ Foreign Currency Demand Deposit Account, or he/she/they have debts due to checks he/she/they hold; or in case of failure of the DDA/DCCA/Foreign Currency Demand Deposit Account to meet the debts arising from usage of Debit Card given to him/her; debt adada calculated from the date the debit balance occurred, and also the debt adada that occur in the account as a result of various causes as of the value date, as allowed by legislation, together with the interest to be calculated at the interest rate of the loan type on which highest interest rate is applied by the Bank in such period, BITT and RUSF deduction shall be started; and he/she/they shall meet default interest at twice the highest rate applied on loans that operate as debit current account as described above by the Bank on the date of warning letter to be sent by the Bank for payment of the amount, from the date of such warning letter, and in addition, in a similar manner, default interest shall be started to be applied for all expenses incurred by the Bank and he/she/they

shall meet all expenses incurred by the Bank by reason of such transactions.

K.2 The Customer/Credit Card Holder and/or Supplemental Card Holder agree(s) and represent(s) that; the Bank has the right of lien on balances of all accounts already opened or to be opened in his/her name in Bank's all domestic and foreign branches and in Bank's domestic or foreign affiliates and all the receivables that have arisen or to be arisen; and Capital Market Instruments and precious metals that are purchased and taken or to be taken under Bank's custody or deposited or to be deposited with the Bank as custody or free depository that may be held with the Bank at any time and manner, and other goods and things; all bills and documents representing commodities, bills of lading, share certificates and bonds, coupons thereof and other commercial papers that belong to the Customer and is held or may be held at any time and in any manner by the Bank; and all of his/her receivables and accounts are pledged with the Bank, against all of Bank's receivables that have arisen or to be arisen out of this Agreement and/or by reason of Bank's fulfilling the buying order related to Capital Market Instruments or precious metals directly or as agent, and/or the Capital Market Instruments deposited by the Customer for sale being prohibited or the Capital Market Instruments or precious metals being defective or for any other reason whatsoever; and that the Bank is authorized, based on its receivables, to sell such liens on pledges at any time and price in the stock exchange or over the counter without applying to enforcement agencies, and without serving notification, and to offset or set-off such consideration against its receivables by adding default interest, and deductions for BITT and RUSF.

K.3 The Customer/ Credit Card Holder and/or Supplemental Card Holder agree(s) and represent(s); that the remittances coming to his/her/their accounts or names will be accepted by the Bank on behalf of him/her/them without serving any notice, and such amounts will be entered into an existing account or one that will be opened on his/her name with the Bank, and that in case he/she has any liability towards the Bank on the remittance amount, the Bank has the right of lien and authority to offset; furthermore, in a similar manner, the Bank has the right of lien and offsetting on the remittance amounts to be made by him/her/them through Bank's head office or any branch.

#### **L - PROVISIONS REGARDINGN BANK'S EMPLOYEES**

L.1 The Customer/ Credit Cardholder who is a Bank employee unconditionally and irrevocably agrees, represents and undertakes that the Bank shall have the right of pledge, lien and set-off over his salary, bonus, dividend and any other sum whatsoever that he may be collecting from the Bank as well as all his present and future rights and claims due and payable from Türkiye İş Bank A.S. Members Retirement Fund Foundation, Türkiye İş Bank A.S. Members Complementary Social Security and Mutual Aid Foundation and Basisenler Solidarity and Mutual Assistance Foundation to serve as a guarantee for all kinds of present and future debts due and payable to the Bank (including suretyship); that the Bank shall have the right to demand from the said Foundations the transfer of the Customer's/ Credit Cardholder's all present and future rights and claims before the said Funds to any account(s) with its either Branch or to set off any or all these sums against either of the Bank's receivables (which may be overdue or not) and to credit the same with the Bank's credit/ debit

account. The Bank may inform these rights of pledge, lien and set-off to the said Funds at its sole discretion.

L.2 The Customer/Credit Card Holder who is a member of the Bank agrees, represents and undertakes that, sum of Consumer Loans, Support Credit, Credit Card limit and Non-cash Check Credit that is or will be received from the Bank by the Customer/Credit Card Holder who is a member of the Bank, shall never exceed the limits determined in proportion to his/her net monthly salaries in accordance with Banking Law and related legislation, and it shall be constantly monitored considering such limits, and if such limits are exceeded, he/she shall correct the exceeding amount promptly in a single sum; also, the Bank is authorized to correct such exceeding amount through offsetting or setting-off from the receivables pledged to it such as salary, bonus, etc.

L.3 The Bank is unconditionally entitled to determine the conditions on whether or not providing the maximum loan amount it may allocate to Bank's employees as set by the Banking Law either fully or partially within the legal limits, or to suspend the loan, or to reduce the credit limit, or to fully disrupt the credit.

#### **M- COMMON PROVISIONS**

The Customer/Credit Card Holder and/or Supplemental Card Holder agree(s), represent(s) and undertake(s) that;

M.1 In case any transaction performed within the framework of this Agreement cannot be consummated or cancelled or a partial payment is made due to a technical failure or any other reason, unconsummated transaction will be automatically cancelled,

M.2 The Bank is entitled to set and alter the annual average credit balance of accounts under this Agreement; and that the Bank will not pay interest on such accounts if the annual average is below the credit balance,

M.3 The Bank is authorized to collect the fees such as Account Operation Fee, Account Operating Fee, etc. and associated BITT deductions by offsetting from the account(s) in accordance with the practice determined by the Bank by reason of the transactions performed on the account(s) and/or keeping the data related to the account(s) in the information processing system, in line with the practices of the Bank, at the tariff to be published by the Bank provided that regulations defined in the applicable legislation for individual customers are reserved. In case the account(s) do not have sufficient balance to meet such amounts, he/she shall pay such amounts upon Bank's first request,

M.4 If the Customer is a customer in the sense in the Consumer Protection Law and the applicable legislation, he/she agrees, represents and undertakes that, any credit card or demand deposit account that is inactive for the minimum period specified in the relevant legislation shall be deemed dormant; and before charging Account Operating Fee or Credit Card Annual Fee, he/she shall be informed that he/she is entitled to close the account/credit card within 30 days without incurring any additional cost, otherwise the bank may charge fees and/or close the product/account/service; and if he/she does not notify the Bank on closure of the account until the end of such 30 days, the Bank may charge a fee or close the product/account/service on its own discretion.

M.5 Account operation fees for commercial accounts are published and posted at our Bank's web site ([www.isbank.com.tr](http://www.isbank.com.tr));

M.6 In case the accounts under this Agreement do not have any movement for at least one year causing loss for the Bank, or remain below the balance set by the Bank, the Bank shall be entitled to close such accounts; and also, in case the branch keeping the accounts is closed or transferred to any other branch, the Bank is authorized, by serving notification, and without any time or average deposit limitation, to follow the account balance in a new account to be opened in his/her name at the branch taking the accounts over, or to record the accounts into another account at the same branch due to technical difficulties and follow it under a new account number; and in all cases, provisions of this Agreement will also equally be applicable on the accounts with new number,

M.7 Savings deposit account is covered by insurance up to the amount stipulated by the provisions of Banking Law and the Regulation on Deposits and Participation Funds Subject to Insurance and the Premiums to be Collected by Savings Deposit Insurance Fund, and as of the signature date of this agreement, his/her savings deposits in TL or TL opened in domestic branches of the Bank and gold deposit and foreign currency deposit accounts qualifying as savings deposits are covered by insurance up to one hundred thousand TL,

M.8 The shares, stock exchange funds and investment fund participation certificates held under custody of the Bank, and amounts remaining in deposit accounts opened in his/her name for provision of chequebook even though a chequebook was not given, and remittance amounts, and interests to be accrued until the end of prescription limit on deposits, receivables and custodies, and all deposits, custodies and receivables that were not pursued for ten years starting from latest request, transaction or any written instruction, shall be barred,

M.9 He/she will be alerted by the Bank through a registered and reply paid mail until the end of January of the following calendar year that his/her accounts shall be transferred to the Fund unless he/she applies for all of his/her deposit, custodies and receivables amounting to fifty TL and over that becomes prescribed within a calendar year, and such deposits, custodies and receivables together with all deposits, custodies and receivables below fifty TL shall be announced as a list in Bank's own internet site for four months starting from February, and the issue that such lists are announced on Bank's internet site will be advertised in two national newspapers out of five national ones with the highest circulation as per the Press Agency lists via Press Agency for 2 days until 15th day of February, the lists announced on internet sites will also be concurrently sent by the Bank to the Association Committees and the Fund and the Association Committees and the Fund will publish such lists in a consolidated form on its own site until the end of May; that the Bank shall be authorized to collect all fees, expenses and incidental BITT deductions related to and charged for the registered letters with return receipts to be sent by the Bank by way of set off against the Customer's account(s);

M.10 The prescribed deposits, custodies and receivables so announced that are not pursued by him/her or heirs until 15th day of June will be transferred to Fund's account held with the Central Bank of Turkey or those banks to be determined by the Fund's Board until the end of June together with interests, and the Bank will notify the Fund within one week after the date of transfer, on such situation,

together with a list to be issued showing identification info, addresses and the amounts that such rights reached with interest,

M.11 Such deposits, custodies and receivables, together with interest, will be recorded as revenue by the Fund as of the transfer date,

M.12 Prescription time for accounts opened in the name of non-mature persons and on the condition of payment only to such persons will start on the date such person becomes mature,

M.13 For accounts that are blocked by competent authorities, prescription time shall halt on the date of blockage, and shall continue as of the date the blockage on the account is removed,

M.14 Prescription time for assets in safe custody will start from the latest date the safe box is opened or the latest date of the collection of rental rate of the safe box,

M.15 In case the Bank has to collect its receivables arising from this Agreement, by applying enforcement proceedings or opening suitcase in accordance with the provisions of the Law of Bankruptcy, he/she shall pay all expenses incurred by the Bank and the attorney fees to be calculated according to Attorneyship Minimum Fee Tariff,

M.16 The Bank will not place any collateral upon its request of temporary injunction or sequestration,

M.17 If any authorized representative(s) on behalf of him/her for the transactions related to this Agreement was notified, transactions performed during the time until any change on such person(s) is notified to the Bank in writing shall be binding on him/her, and he/she shall be responsible for all losses that may arise upon any act on the contrary,

M.18 Unless he/she requests, no account statement will be sent by the Bank in relation with services and accounts under the scope of the Agreement, in transactions that are not subject to Capital Market Legislation,

M.19 For all communications and notifications to be made for performance of the issues in this Agreement, notifications served to his/her address stated on the Credit Card Application Form or at the address available in the address registration system shall be valid;

M.20 All notices, requests and other notifications to be served under this agreement shall be served to Customer's contact address recorded by the Bank or the address at the address recording system, and the Customer agrees that, upon failure to serve a notification to such address, any notification served to the domicile address recorded on address entry system shall be deemed served to the customer himself/herself;

M.21 In disputes arising out of this Agreement, in relation with all accounts and transactions performed using Bank and Credit Cards and all self-service devices opened to service with Codes given by the Bank, and with Interactive Banking applications, Bank's records shall constitute conclusive evidence, shall be binding and impose liability on him/her, and objections to such records can be proved only with written evidences, and this constitutes an evidence contract,

M.22 Parties agree, represent and undertake that, any dispute arising from this agreement shall be governed by rules of Turkish Law, and disputes shall be resolved by the courts and enforcement agencies stated in articles 5 to 15 of Code of Civil Procedure; and if the counterparty is a merchant or public legal entity, then the courts and enforcement agencies of Istanbul and of the locality of the Bank's branch shall also have jurisdiction.

M.23 He/she will notify the Bank promptly if he/she loses the documents containing identity/account information, given to him/her by the Bank,

M.24 In the event that the information in the information e-mails which are only for the purposes of memorandum rather than advise note and the Bank records are in conflict, the Bank records shall be taken as basis;

M.25 He/she consents that his photograph or signature may be scanned from passport photo, identification, application form, etc. or shot by webcams or digital cameras, etc. and archived in Bank's system/records for being used by the Bank in transactions performed, however, the Bank is entitled on whether or not using such photo, and it shall not be liable for any reason if it does not use the photo in transactions performed, and the Bank is not obliged to keep the photo and may destroy the photo at any time without notifying him/her,

M.26 He/she consents keeping of voice records by the Bank in transactions performed with the Bank, and he/she is not entitled to make any objection on Bank's keeping of voice records, and the Bank shall not be liable for any reason under Turkish Criminal Code due to such voice records, and the voice records kept by the Bank shall constitute evidence and be binding, and impose liability on him/her, and he/she is not entitled to any objection against such records; and this constitutes an evidence contract including articles. K 1 and K 2 of this Agreement,

M.27 The collaterals established by the Bank as stated in related articles of this agreement shall survive until settlement of all debts that have arisen and will arise for any reason whatsoever, including sureties, against the Bank,

M.28 Any change in persons shown as authorized in the Circulars presented during account opening with the Bank under this Agreement, or in the authorities of such person(s), will be notified to the Bank in writing, and until written notification is received by Bank's Branch, transactions made or to be made by the authorized person(s) stated in the latest presented Circular shall continue to be valid and binding. Changes in representation of the Company/Corporation/Partnership shall not be effective against the Bank unless notified to the Bank in writing, even though such changes are registered with Trade Registry and published in Turkish Trade Registry journal,

M.29 He/she acts on his/her behalf and on his/her account in relation with all accounts opened or will be opened with the Bank under this Agreement, and does not act on account of others, and in case he/she acts on account of others, he/she shall promptly notify the Bank before making any transaction, on whose account he/she is transacting, and the identity information of such person,

M.30 The Bank and the Customer agree that for all circumstances where this is not prohibited by the applicable legislation, the Customer's Registered Electronic Mail address may be used for all electronic notices or messages, including notices, legal notices, declarations, notifications, transaction statements and account statements to be sent by the Bank to the Customer. In line with this, the Customer agrees that in case he has such an address, he shall notify his registered electronic mail address to the Bank; that he shall make sure that his registered electronic mail address shall be published at the relevant directories; that the Bank shall be authorized to inquire and ask this address from the relevant companies or

agencies/ entities and to store, keep and update such details in its records; that where the registered electronic mail address is closed, he shall give a 3-day written notice to the Bank in advance prior to the closing act; that he shall keep the registered electronic mail address updated and shall check it on a daily basis; that he shall reserve unused space allowing the receipt of messages; that all messages sent to the said address shall be deemed to have been received by it on the date of transmission; that he shall be deemed to be aware and have knowledge of the notice sent to him; that the applicable legislation shall govern the time of transmission, receipt, becoming aware of it and the time by which the notice shall be deemed to have been received for all notices to be sent to and received by the customer.

M.31 The Bank and the Customer agree that this clause shall operate as a contractual provision in order to allow the parties to use the registered electronic mail address for the notices to be sent; however that it does not oblige neither Party to use the procedures defined herein or to get a registered electronic mail address; that this provision is rather a supplementary one to the provisions hereof; that it does not amend or result in a change in other provisions.

M.32 When the Customer uses his accounts opened with the Bank, Interactive Banking services offered by the Bank that he may use independent of the accounts incidentally connected to these accounts POS, credit card, debit card and all other banking products and services offered by the Bank to his use, he shall not use such facilities, products or services as an intermediary for the payment of third parties by way of a commercial approach; the Bank is authorized to check the contents of all banking transactions executed by it and to determine that they are for intermediary purposes for third parties in terms of quantity or quality; in the event that it is discovered that the Customer's use of the offered services is in breach of the Communiqué by the Association of Turkish Banks, the Banking Act and applicable legislation and regulation, the Bank shall be authorized to block the credit card(s) for use, to cut off/ block a part/ all of the accounts opened in his name and/ or to cease the Interactive Banking applications and/ or to terminate the Agreement; the Customer has been informed that Maxipuan, MaxiMil and other award management applications arising from these transactions shall be cancelled; that he is aware of the fact that the use by the Bank of such powers based on its review and evaluation is a requirement of the regulations in the respective legislation allowing the Bank to make such a use; that for this reason, he shall not be entitled to assert a claim against the Bank in relation to these transactions and where a loss arises the Bank shall not be liable; that his undertakings set out in this Article are also valid and applicable credit cards and debit cards which may be issued as additional cards issued under his own instruction or for himself;

M.33 He/she has given his/her finger vascular structure and voice sample as an identification method to be used in any treatment or transaction to be performed with the Bank, on his/her own will to the Bank; and also codes, password, etc. may be required for identification depending on the application, and he/she shall be fully responsible for any transaction performed using his/her finger vascular structure and voice sample; and in case any transaction cannot be performed due to technical reasons, he/she shall have no right, claim or objection against the Bank, provided that there is no

negligence attributable to the Bank, and consents that the data to be generated from such samples can be maintained on Bank's system, M.34 Notwithstanding methods foreseen in the relevant legislative regulations, the Bank may send the notifications and/or announcements related to the products and services under this

Agreement and annexes hereto, on Bank's internet site, branch posters, Interactive Banking channels, account statements and extracts or send to Customer's address, phone number, electronic mail address available on Bank's records, depending on the nature of the related product and service.

This Agreement is hereby entered for all services taken and for all products used from the Bank as well as all accounts of the Client before the Bank

He/she has entirely read and acknowledged, and agreed upon negotiation, the Bank's printed Banking Services Agreement consisting of 29 pages, and all provisions of the Agreement shall be effective on him/her.

This Agreement has been executed and delivered both in Turkish and English languages. In case of a discrepancy between the English version and the Turkish version of this Agreement, then the Turkish version shall prevail.

**ANNEX : 3 (8 pages)**

I am duly informed that I may receive my account book from any of your branches.

**I received one copy of the Agreement in person.**

Please write the text inside the box below in your handwriting and please undersign it.

**Date:**

**Customer Name, Surname and Signature:**

**Bank**

**TÜRKİYE İŞ BANKASI A. Ş.**

**BASIC BANKING PRODUCTS INFORMATION AND REQUEST SHEET**

This form is hereby prepared to provide customers with information in a clear, understandable and comparable manner about the interest, fees, commission fees and expenses applicable to the following products and services which are offered by our Bank to natural or legal persons who are not pursuing commercial or professional purposes as well as the implementation rules and procedures in connection with them and this form is an integral part of the Banking Services Agreement.

Fees for instant transactions and services such as one-off money transfers or bill collections shall not be covered by this form. In case of an instant transaction or service, the fee shall be submitted, before the collection, for the information and approval of the customer in line with the structure of the area where the transaction is executed.

**FEE, EXPENSE AND COMMISSION AMOUNTS TO BE COLLECTED:****PRODUCT NAME /DESCRIPTION: Demand TL/FX Deposit Account**

**ACCOUNT OPERATING FEE:** Accrued and collected in cash /on account on account basis semi-annually. The collection may be made out of any of your current accounts provided that its balance shall permit it. If the account balance is insufficient on the last month of the related period, balance will be checked within the following 2 periods, and partial collection is done. The foreign exchange buying rates applicable at our Bank's counters should be used and applied in collections from the FX accounts,

Account Type	Tariff, (6 Months) including BITT	Collection Period
Demand Deposit Account	59 TL	6 Months

**VALIDITY PERIOD OF FEES, AND NOTIFICATIONS OF AMENDMENT:**

Any periodic changes in fees stated in this form, which do not exceed 1.2 times the annual CPI increase rate published by Turkish Statistical Institute % in a calendar year, shall be notified to you 30 days in advance in writing or via e-mail, ATM, phone, SMS or likewise media. You shall have the right to abandon the usage of such product or service within 15 days from the date of notification. If you exercise such right, no additional fee will be collected from you for the new period in any manner whatsoever. In case you exercise your right to abandon the product, the Bank reserves its right to discontinue the supply of the goods or services in question. In case you continue to use the product or to suspend the service, this shall be an acknowledgment of the fee change on your part.

In case of any periodical change to the fees in this form which exceeds 1.2 times the increase rate in annual consumer prices index published by Turkish Statistical Institute as of the end of the year, your approval will be sought.

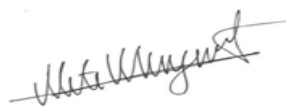
For instant processes which are not continuous, fees, expenses and commissions claimed at the time of process shall be clearly and transparently specified before the transaction at the announced prices applicable at the time of that transaction and the above – mentioned approval and notice obligations shall not be applied,

**FORM OF COLLECTION:**

Depending on the type or product or service, it is collected in cash or on account, on by debiting on your credit card account or deducted from your overdraft account, according to your request. In proportional tariffs, fees are charged proportional to the amount of transaction, which shall remain between the minimum and maximum amounts.

In addition to the matters summarized above, all detailed information is given in the Banking Services Agreement, and a copy of such form has been delivered to you in addition to and as an integral part of the Banking Services Agreement, to enable you to carefully examine and demand detailed explanation from our Bank on any matter that is not well understood.

Upon reading and acknowledging, and considering appropriate, please sign this form in 2 (two) counterparts and keep 1 (one) counterparts hereof for yourself.

**Date:****Customer Name, Surname and Signature:****Bank Officials Name, Surname and Signature**TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERS

Mete Uluyurt  
Department Manager

Kubilay Aykol  
Department Manager

I received one copy of the Agreement in person.
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Please write the text inside the box below in your handwriting and please undersign it

**CREDIT CARD INFORMATION AND REQUEST FORM****Type of the loan:** Consumer loan for an indefinite term

This document is hereby issued and prepared pursuant to Article 23 of the Consumer Rights Protection Act no 6502 and Article 5 of the Regulation on Procedures and Principles on Fees to be Charged to Financial Consumers as published by the Banking Regulation and Supervision Agency and other applicable legislation and is an integral part of the Banking Services Agreement. This document is hereby issued to provide the customer with information about financial liabilities to be charged to credit cards such as interest, fee, expenses and etc, and the conditions and terms of the credit card agreement (Banking Services Agreement) and the respective rights and obligations of the Parties and to submit it for the approval of the customer.

İs'te Üniversiteli credit card is a member of Maximum Visa Klasik, and it features the characteristics and properties of our Visa Klasik cards. Notwithstanding the foregoing, until the graduation of the cardholder, a discounted annual card fee is charged with İs'te Üniversiteli credit cards, and there is no cash withdrawal by using the cards. Following the graduation of the cardholder, and without any change to İs'te Üniversiteli credit card numbers, these cards are converted to Maximum Visa Klasik card, and such fees and interests applicable to Visa Classic credit cards also become applicable to those cards.

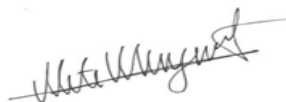
**Product Name: Credit Card****Period: Indefinite**

<b>CREDIT CARD ANNUAL FEES (including BITT.)</b>	
Visa İs'te Üniversiteli	49 TL
Visa Contactless İs'te Üniversiteli	54 TL
Visa / Mastercard Domestic-Abroad / Mastercard Tema Original Card	49 TL
Visa/ Mastercard Contactless Domestic- Foreign/ Mastercard Contactless Tema Original Card	54 TL
Visa Premier/ Mastercard Gold Original Card	65 TL
Visa Contactless Premier/ Mastercard Contactless Gold Original Card	70 TL
Visa / Mastercard Platinum Original Card	75 TL
Visa/ Mastercard Contactless Platinum Original Card	80 TL
Visa/ Mastercard Maximiles Original Card	80 TL
Visa/ Mastercard Contactless Maximiles Original Card	85 TL
Visa/ Mastercard Maximiles Select Original Card	115 TL
Visa/ Mastercard Contactless Maximiles Select Original Card	120 TL
Visa Privia	-
Visa Contactless Privia	-
Visa No Dues Original Card	-
Visa No Dues Card for University Students at İs	-
Additional Card annual fee is half the amount of the original card's annual fee. Annual fee for İs'te Üniversiteli supplemental card is 20 TL. For cards with Maximobil feature, 5 TL will be added on original card's annual fee. No dues cards do not have Contactless and Maximobil features.	
<ul style="list-style-type: none"> <li>The card fee which is charged at a sum of 20 TL for İs'te Üniversiteli credit cards and İs'te Üniversiteli additional charts during the academic study of the student shall be converted to Visa Classic and Visa Contactless Classic card fees following the end of the academic studies.</li> </ul>	

**Date:****Customer Name, Surname and Signature:****Bank Officials Name, Surname and Signature**

TÜRKİYE İŞ BANKASI A.Ş.

HEADQUARTERS



Mete Uluyurt  
Department Manager



Kubilay Aykol  
Department Manager

**INTERESTS, FEES, EXPENSES AND COMMISSIONS APPLICABLE FOR CREDIT CARDS**

Monthly Interest Rate for Cash Advance and Shopping (Excluding BITT and RUSF.) (for Turkish branch cards)	For domestic cards 2,02%; for international cards USD 1,62%; EUR 1,62%.
Monthly Cash Advance and Shopping Interest Rate (Excluding BITT and RUSF)(for TRNC branch cards)	For domestic cards 1,88%; for international cards USD 1,30%; EUR 1,30%.
Monthly Overdue Interest Rate (Excluding BITT and RUSF)(for Turkish branch cards)	For domestic cards 2,52%; for international cards USD 2.12%; EUR 2.12%.
Monthly Overdue Interest Rate (Excluding BITT and RUSF) (for TRNC branch cards)	For domestic cards 2,38%; for international cards USD 1.80 %; EUR 1.80%.
Installment Cash Advance under the Campaign (RUSF – BITT excluded) (For Turkish branch cards)	2.02%
Installment Cash Advance under the Campaign (RUSF – BITT excluded) (TRNC branch cards)	1.88%
Installments-Deferrals for Cash Purchases Advance Interest (RUSF and BITT excluded)* For Turkish branch cards)	2.02%
Installments-Deferrals for Cash Purchases Advance Interest (RUSF and BITT excluded)* For TRNC branch cards)	1.88%
Monthly Interest Rate for Cash Advance with an Instalment Plan* (RUSF and BITT excluded) (for Turkish branch cards)	2.02% for all cards
Monthly Interest Rate for Cash Advance with an Instalment Plan* (RUSF and BITT excluded) (for TRNC branch cards)	1.88%
Cash Advance Fee (excluding BITT) <sup>3</sup>	Domestic: 3.5% of the transaction amount plus 6TL <sup>(1)</sup> Foreign: Provided that the minimum sum shall not be less than 7.5 USD/ Euro, 3.5% of the transaction amount + 3.2 USD/ Euro <sup>2</sup> Maximum: 5.000\$ and 10.000 Euro

1 Cash Advance Fee is equal to 3.5% of the transaction amount plus 6 TL for transactions at both the branches and Bankamatik and Maximum Cash Points. If the cardholder receives cash advance from other banks in Turkey, the fee that is 1,50 TL per transaction and 3% of the transaction amount, as paid by our Bank to the institution performing the transaction, will also be fully reflected to Customer's account.

2 For cash advance withdrawals by the cardholder abroad, if the account has a positive balance, only 3.2 \$, 3.2 € or 3.2 \$ equivalent in TL will be reflected on the account as cash advance fee.

3 Debited on the account statement.

\* Unless the cardholder makes an express request in writing or by means of a permanent storage unit, no insurance shall be taken out in connection with the credit card. Insurance related services may be procured from a supplier other than our Bank.

**OTHER FEES APPLICABLE TO CREDIT CARDS**

Credit Card Debt Payment Fee - Channels outside the Bank (including BITT)	3 .25TL
Institution Payments- SGK Premium Payment Fee (including BITT)	1,20% of the transaction amount, minimum 1,50 TL
Delivery Fee for Past Account Statements for earlier than one year(including BITT)	1,65 TL per account statement(printed or via mail)

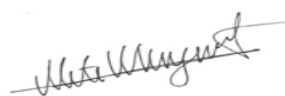
Date:

Customer Name, Surname and Signature:

Bank Officials Name, Surname and Signature

TÜRKİYE İŞ BANKASI A.Ş.

HEADQUARTERS



Mete Uluyurt  
Department Manager



Kubilay Aykol  
Department Manager



**VALIDITY PERIOD OF FEES, AND NOTIFICATIONS OF AMENDMENT:**

Interests, fees and commissions related to credit cards are as shown in the fees table above as of the signature/approval date of this Credit Card Information and Request Form, and this form constitutes an integral part of Banking Services Agreement. Any amendment on the Agreement shall be notified to the card holder. Such amendments shall be effective as of the due date of the period in which the notification is made. Upon continuation of usage of the card after the due date of the period in which the notification is made, amendments in the Agreement shall be deemed accepted. In case of increase in the interest rate, it is mandatory to inform the card holder thirty days in advance, for such change to become effective. If the card holder pays his/her entire debt and ceases using the credit card within maximum sixty days from the date of notification of the interest rate increase, he/she shall not be affected from the rate increase. Card holder is entitled to have his/her card cancelled and terminate the agreement upon request.

Any periodic changes in fees stated in this form, which do not exceed 1.2 times the annual CPI increase rate published by Turkish Statistical Institute % in a calendar year, shall be notified to you 30 days in advance in writing or via e-mail, ATM, phone, SMS or similar tools.. You shall have the right to abandon the usage of such product or service within 15 days from the date of notification. If you exercise such right, no additional fee will be collected from you for the new period in any manner whatsoever. In case you exercise your right to abandon the product, the Bank reserves its right to discontinue the supply of the goods or services in question. In case you continue to use the prduct or to suspend the service, this shall be an acknowledgment of the fee change on your part.

In case of any periodical change to the fees in this form which exceeds 1.2 times the increase rate in annual consumer prices index published by Turkish Statistical Institute as of the end of the year, your approval will be sought.

**FORM OF FEE COLLECTION**

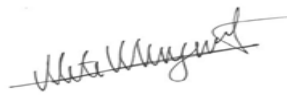
The fees below will be collected in cash or on account or by debiting the credit card account, depending on the product or service type, or by collection from the overdraft account limit upon request of the customer.

Pursuant to the second paragraph 2 of Article 22 of the Consumer Protection Law no 6502, agreements for the deferral of payment for longer than three months or the issue of credit cards for payments in instalments in return to interest or any other benefit shall be treated as consumer credit agreement.

The Banking Services Agreement contains provisions for the deferral of payment for longer than three months or the issue of credit cards for payments in instalments in return to interest or any other benefit.

In the event that the following services which enable the means to for payment in instalments, deferral or postponement for credit card shopping or similar forms and which are provided by our Bank in association with credit card product under the Banking Services Agreement are provided in return for interest and where the instalment payments, deferral or postponement is longer than three months, the credit card provisions of the Banking Services Agreement shall be treated as consumer loan agreement related and limited to the above-mentioned services.

- Deferral of Advance Transactions
- Payment of Advance Transactions in Instalments
- Maximum Opportunity
- Cash Advance payable in Instalments

**Date:****Customer Name, Surname and Signature:****Bank Officials Name, Surname and Signature**TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERS

Mete Uluyurt  
Department Manager

Kubilay Aykol  
Department Manager

**LIMIT NOTIFICATION**

The Credit Card Limit and the Customer Limit shall be notified to the Credit Card Holder and/ or the Additional Card Holder at the delivery of the credit card in writing or by means of a permanent storage unit. Subject to the provisions of Article 9 of the Law no 5464 on Debit Cards and Credit Cards, the Credit Card Holder and/ or the Additional Card Holder shall be authorized to decrease the Credit Card and/ or the Customer Limit. In the event that the Bank pulls down the Credit Card and/ or Customer Limit, this shall be notified to the Credit Cardholder and Additional Cardholder in writing or by means of a permanent storage unit.

Where the credit card application/ request is not accepted, the Customer shall be immediately informed by the Bank free of charge.

This Credit Card Information and Request Form shall be binding until the end of the day on which the delivery is made to the customer.

**GENERAL EXPLANATIONS ABOUT CREDIT CARD APPLICATIONS WHICH ARE EVALUATED AS CONSUMER LOAN**

Deferral of Advance Transactions means the deferral of an in-period advance shopping executed via our Bank's credit cards shall be postponed for a specific time period in return for the interest set by the Bank until the account closing date following the transaction.

Payment of Advance Transactions in Installments means the payment of an in-period advance shopping executed via our Bank's credit cards in return for an interest set by the Bank until the account closing date following the transaction.

Maximum Opportunity is the execution of transactions under installments against a specific interest rate, the cost of which will be suffered by the Cardholder and where our Bank's credit card is to be used.

Cash Advance in Instalments mean a cash withdrawal in return for a specific interest by using our Bank's credit cards.

**INTEREST APPLICATION**

The Customer agrees that in cash advance transactions from the Credit Card account, an amount equal to the cash sum withdrawn by him shall be debited to his Credit Card account and that an interest at maximum interest rates published by Turkish Central Bank shall be charged on this amount with effect from the transaction date and that the BITT and RUSF shall be charged on the said interest. The Credit Cardholder and/ or the Additional Card Holder agrees that for cash advance transactions to be done on non-business days, the transaction date shall be the last business day preceding the transaction and that the transaction date shall serve as the commencement date to run interest for cash advance operations.

The Credit Cardholder and/ or Additional Cardholder shall be obliged to pay the minimum amount that should be paid as set out in the Credit Card Account Statement to the Bank by the payment deadline in order to avoid any case of default. In case the Credit Cardholder and/ or Additional Cardholder pays the total debt amount that appears on the Credit Card Account Statement until the payment deadline, no interest shall accrue on its debt arising from the purchase of goods or services. In case the Credit Cardholder and/ or Additional Cardholder pays his period debt in part, he agrees that an interest, levy and tax shall be calculated at the maximum contractual and late payment interest rates set by Turkish Central Bank; that in case of the payment of minimum amount or above it, contractual interest shall be charged over the account balance, and in case a payment less than the minimum amount is made, late payment interest shall be charged on such overdue portion of the minimum wage and that contractual interest shall be charged for such portion of the outstanding account balance which exceeds the minimum amount.

Applicable contractual and delay (default) interest rates shall not be above the maximum interest rates set by Turkish Central Bank (TCB). The Customer shall pay an interest to be calculated over a rate that will not exceed maximum contractual and late interest rates set by Turkish Central Bank as well as BITT and RUSF to be calculated over these interest rates and compound interest shall not be applicable to debts arising from credit card application.

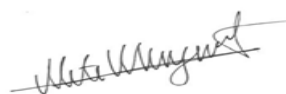
Where the payment date falls on a day that is a non-business day according to the applicable law, the payment date shall be automatically the first business day immediately following it.

**Date:**

**Customer Name, Surname and Signature:**

**Bank Officials Name, Surname and Signature**

TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERS



Mete Uluyurt  
Department Manager



Kubilay Aykol  
Department Manager

**RIGHT OF WITHDRAWAL**

Where the Customer is a Consumer as per the Consumer Protection Law and the applicable legislation, the Customer shall have the right to withdraw from those provisions of the "USAGE OF CREDIT CARDS" in the Banking Services Agreement which contain regulations governing the issue of a credit card that allows payments in instalments or a deferral of payments more than a quarter against an interest or a similar benefit without providing any cause and paying any penalty whatsoever provided that he shall give a notice to the Bank within fourteen days from the date on which he has applied to the Bank for the credit card and further provided that such right shall be only related and limited to the credit card for which the right of withdrawal shall be exercised.

Upon the Customer's delivery of withdrawal notice to the Bank, the related credit card shall be closed to use and all instructions in connection with that card, including the automatic payment orders shall be cancelled.

The Customer shall be obliged to return the principal amount and pay the interest within thirty days. In case the return and these payments are not done within that period, the Customer shall be deemed not to have withdrawn. In such a case, any and all instructions, including the cancelled automatic payment instructions based on the withdrawal notice shall not be automatically activated and the Customer shall be required to give instructions again in order to activate them.

In circumstances where the Customer is deemed not to have withdrawn, the interest that may arise due to the late payment of debts following the delivery of the withdrawal notice shall be paid by the Customer.

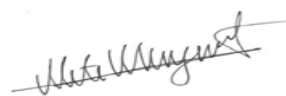
In case of a withdrawal, expenses paid to public agencies, bodies or third parties shall be borne by the Customer and these sums shall be in no event returned to the Customer.

**GUARANTEES TO BE ASKED**

If upon the Bank's request, the Credit Card Holder fails to evidence his/her income, or if the income declared by the Credit Card Holder is deemed insufficient by the Bank or if the Bank determines that Credit Card Holder's ability of repayment has diminished/ or there are other justifiable reasons, then the Bank may require surety or pledge of movable/immovable assets and/ or any other guarantee applicable to the Bank from the Credit Card Holder during the credit relationship. In cases where the Credit Card Holder and/ or Guarantors lose their ability to pay or the collaterals received diminish in value and thus they should be completed, the Customer agrees that the Bank shall be entitled to require new suretyship or movable/ immovable pledges. Personal guarantees received to secure the obligations of the cardholder/ additional card holder shall be considered ordinary guaranty under any name whatsoever, and personal guarantees delivered by the opposite party to secure the receivables of the Cardholder/ Additional Cardholder shall operate as several suretyship unless otherwise is set out and stipulated in the applicable law.

**DEFAULT AND ACCELERATION BASED ON THE DELAY TIME OF THE PAYMENTS**

In the event that minimum amount that should be paid between the account closing date and the last payment date and which is notified to the card/ supplementary card holder in the credit card account statement is not paid by the card/ supplementary card holder, the card/ supplementary card holder agrees and undertakes that all its debts and obligations arising from the agreement will become due and payable without any further notice; that in the event that the minimum payment amount set out in an account statement is not paid, the aggregate amount of all due debts and those debts which remain overdue may be collected from the balance in the customer's demand deposit account related to the customer's credit card; that in case amounts set out in two consecutive account statements are not paid, the demand deposit account connected with the credit card, the overdue sum may be collected from the free balance of the investment account connected to the account and liquid funds; that for the time period from the last payment date for the relevant period to the settlement of all debts, the Customer shall pay the default interest to be calculated over all due debt, the interest, fund share tax and expenses that the Bank will incur for the debt.

**Date:****Customer Name, Surname and Signature:****Bank Officials Name, Surname and Signature**TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERSMete Uluyurt  
Department ManagerKubilay Aykol  
Department Manager

## TERMINATION OF THE AGREEMENT

The Customer shall have the right to terminate such provisions of the Banking Services Agreement which are related to the credit cards at any time at his sole discretion without stating any reason by giving a one-month notice in writing or by means of permanent data storage unit without the obligation to pay any fee.

Provided that the Bank shall give a two-month notice in writing or by means of permanent data storage unit, the Bank shall have the right to terminate such provisions of the Banking Services Agreement which are related to the credit card at any time and without giving any reason whatsoever. In case the termination is due to a just cause, the Bank shall have the right to terminate the credit card provisions hereof with immediate effect by eschewing the notice period.

## LEGAL EXPENSES

These are the expenses that may be accrued pursuant to the Code of Civil Procedures, Bankruptcy and Execution Law, the Code of Charges and Minimum Attorney's Fee Tariff and other applicable legislation in case of legal proceedings against the debtor in future.

We would like to remind that the explanations in this Credit Card Information and Request Form shall be applicable to credit card applications that are deemed consumer loan contract pursuant to the second paragraph in Article 22 of the Consumer Protection Law no 6502; that other credit card applications are not covered by it; that in this respect the Customer may use his rights and powers above for credit card applications that are deemed as consumer loan contract pursuant to Paragraph 2, Article 22 of the Consumer Protection Law no 6502.

In addition to the matters summarized in the Credit Card Information and Request Form, all detailed information is given in the Banking Services Agreement, and a copy of such form has been delivered to you in addition to the Banking Services Agreement, to enable you to carefully examine and demand detailed explanation from our Bank on any matter that is not well understood. Upon reading and acknowledging, and considering appropriate, please sign this form in 2 (two) counterparts and keep 1 (one) counterparts hereof for yourself.

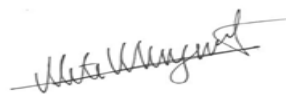
I agree, represent and undertake that I have fully read and acknowledged this printed Credit Card Information and Request Form of the Bank consisting of 5 page, and have accepted upon negotiation, and that all provisions of the Agreement shall be effective on me.

**Date:**

**Customer Name, Surname and Signature:**

**Bank Officials Name, Surname and Signature**

TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERS



Mete Uluyurt  
Department Manager



Kubilay Aykol  
Department Manager

Please write the text inside the box below in your handwriting and please undersign it

I received one copy of the Agreement in person.

**DEBIT CARD INFORMATION SHEET AND REQUEST FORM**

**NAME OF PRODUCT** : Debit Card  
**DURATION** : Indefinite

This form is hereby prepared to provide customers with information in a clear, understandable and comparable manner about the interest, fees, commission fees and expenses applicable to the following products and services which are offered by our Bank to natural or legal persons who are not pursuing commercial or professional purposes as well as the implementation rules and procedures in connection with them and this form is an integral part of the Banking Services Agreement.

<b>INTERESTS, FEES, EXPENSES AND COMMISSIONS APPLICABLE FOR DEBIT CARDS</b>	
	<b>MASTERCARD MAESTRO /VISA ELECTRON</b>
Money Withdrawal	Domestic: 3,10 TL and 1% of transaction amount per transaction for money withdrawal from other banks' ATM devices; (excluding BITT) Abroad: 4,6 \$ plus 1,3% of transaction amount per transaction for transactions at Bank branches and cash payment offices, 2,6\$ plus 1,3% of transaction amount for transactions at ATM's (including BITT); In transactions at our Bank's ATMs abroad, maximum 1.3% of the transaction amount and 2.6\$ per transaction (BITT included)
Balance Query: Other Bank ATM	Domestic: 1 for balance queries at ATM devices of other banks (excluding BITT)

**VALIDITY PERIOD OF FEES, AND NOTIFICATIONS OF AMENDMENT:**

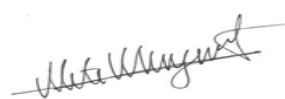
Interests, fees and commissions related to debit cards are as shown in the fees table above as of the signature/approval date of this Customer Information Form, and this form constitutes an integral part of Banking Services Agreement. Any periodic changes in fees stated in this form, which do not exceed 1.2 times the annual CPI increase rate published by Turkish Statistical Institute in a calendar year, shall be notified to you 30 days in advance in writing or via e-mail, ATM, phone, SMS or likewise media. You shall have the right to abandon the usage of such product or service within 15 days from the date of notification. If you exercise such right, no additional interest, fee and/or commission will be collected from you for the new period in any manner whatsoever. In case you exercise your right to abandon the product, the Bank reserves its right to discontinue the supply of the goods or services in question. In case you continue to use the product or to suspend the service, this shall be an acknowledgment of the fee change on your part.

In case of any periodical change to the fees in this form which exceeds 1.2 times the increase rate in annual consumer prices index published by Turkish Statistical Institute as of the end of the year, your approval will be sought.

**FORM OF COLLECTION:**

The fees above will be collected in cash or on account or by debiting the credit card account, depending on the product or service type, or by collection from the overdraft account limit upon request of the customer. In addition to the matters summarized above, all detailed information is given in the Banking Services Agreement, and a copy of such form has been delivered to you in addition to the Banking Services Agreement, to enable you to carefully examine and demand detailed explanation from our Bank on any matter that is not well understood. Upon reading and acknowledging, and considering appropriate, please sign this form in 2 (two) counterparts and keep 1 (one) counterparts hereof for yourself.

I agree, represent and undertake that I have fully read and acknowledged this printed Debit Card Customer Information Form of the Bank consisting of 1 page, and have accepted upon negotiation, and that all provisions of the Agreement shall be effective on me.

**Date:****Customer Name, Surname and Signature:****Bank Officials Name, Surname and Signature**TÜRKİYE İŞ BANKASI A.Ş.  
HEADQUARTERS

Mete Uluyurt  
Department Manager

Kubilay Aykol  
Department Manager

Please write the text inside the box below in your handwriting and undersign it.

**I received one copy of the Agreement in person.**