



# DEPOSIT ACCOUNT AGREEMENT

## **PURPOSE AND SCOPE**

Within the scope of this Agreement, there are provisions regarding Electronic Banking, Bank Card, Automatic/Regular Payment Order and Deposit Account products/services and the customer is free to use the one/ones he wants among these products/services, withdraw from the product/service he uses, and demand the product/service throughout the agreement which he did not initially request. The part of the this agreement pertaining to the products/services requested to be used by the Customer shall be limited to the time the product/service is used.

The Customer hereby agrees and undertakes that it will comply with the rules set forth in respect of each product and service and that the products and services offered by the Bank and specified in the relevant section below may only be used within the framework of the provisions of the agreement negotiated and accepted by the parties. This Agreement has been drawn up and signed to determine the functioning of the products and services to be utilized by the Customer, the rules to be applied and the rights and responsibilities of the Customer and the Bank.

### **DEFINITIONS**

Following terms shall have meanings next to them:

**ACCOUNT:** Refers to all sorts of Deposit accounts and the Investment accounts, which are made available to the Customer without credit, or with credit within the limit allowed for the Customer, under the titles of Turkish Lira (TL), Foreign Exchange (FX) deposit and Investment Account and Overdraft Account,

**APPLICATION FORM:** Refers to the form, which is an integral part of this agreement signed by the Customer to benefit from the products and services offered by the Bank,

**ATM:** Means the automated teller machine providing banking services with biometric methods, with single-use passwords, by reading the magnetic stripe/chip of the card and using card password, or without cards,

**AUTOMATIC PAYMENT:** The payment transactions automatically made in favor of the third parties by the Bank according to the invoice/receivable information to be obtained from the third parties that are to be paid based on the information/instructions stated on the Customer's Application Form and/or according to the payment amount stated in the Application Form,

BANK: T.C. Ziraat Bankası A.Ş.,

**CARD ASSOCIATION:** Means an organization that establishes a debit card or credit card system and grants issuer or acquirer authorities under that system such as MasterCard International, Visa International, Troy, UnionPay, Discover, Diners Club International, Japan Credit Bureau International, American Express,

**CREDIT DOCUMENT:** Means a document which is issued by merchant in order to credit to account of card holder respective amount in the event of return of the goods purchased by using bank card or if one gives up buying the service or transaction so carried out is cancelled;

**CUSTOMER:** Means entity/entities in the name/names of whom an account is opened at the Bank within the scope of this Agreement and who is authorized to any and all dispositions over the products, services and accounts hereunder, for the real persons and the private companies, the customer himself; and for corporate customers, the main user or the proxy main users who are the authorized persons of the company authorized to use internet banking,

**DEBIT CARD:** Means a card belonging to the Bank that allows to benefit from banking services, including the use of deposit accounts or private current accounts,

**DEBIT CARD HOLDER:** Means any real or legal person authorized to directly use the Debit Card issued by the Bank or the Prepaid Debit Card issued for and on behalf of the said person and delivered to them as a result of the application of the card

applicant (The description of the Debit Card holder includes the supplementary card holders as well unless otherwise stated in the respective parts of this Agreement regarding the Debit Card),

**ELECTRONIC BANKING:** Refers to the opportunity being allowed for the Customers to log in to the Bank's system, by means of one's own code and password, via the applications to be put to use by the Bank at anytime it may desire, including Internet, GPRS, WAP, Interactive Voice Response, by means of such technically capable devices as ATM, PC, Palmtop/Laptop Computers, GSM, TV, Telephone, etc., which maintain wired/wireless communication, and to carry out any and all sorts of present and future banking transactions being/to be brought into service and within the limits being determined by the Bank,

**EXPIRY DATE:** Refers to the last date where the card can be used, which is written on the card,

**MERCHANT:** Refers to a real or legal entity who has signed a Merchant Agreement with the Bank and who accepts payments from the credit and Debit Card holders in the purchase of all sorts of goods and services, and who is able make cash payments as well in accordance with the power granted,

**PASSWORD:** Refers to a group of confidential figures which are given to the Customer by the Bank, and which must be kept confidential, that are authorizing the holder to purchase goods and services and to access and carry out transactions at ATMs and other distribution channels, and which can be changed through the channels provided by the Bank,

**PAYMENT:** Means all kinds of collection and payment transactions to be made through Automatic/Regular Payment Order,

**PERMANENT DATA STORAGE:** Refers to text messages, electronic mail, internet, disc, CD, DVD, memory card and similar instruments and medium which record the information sent by or sent to the Customer in such a way enabling it to be inspected for a reasonable period of time in accordance with the purpose of such information, and which allow access to the information as it is,

**POS TERMINALS (POINT OF SALE):** Refers to the sales terminal where the magnetic stripe or chip of the card is read or on which the card number is entered.

**PREPAID DEBIT CARD:** Means a card belonging to the Bank, not associated with any demand savings account at the Bank and providing the opportunity to spend and/or draw cash up to the amount previously deposited,

**REGULAR PAYMENT:** Refers to the payment transactions made automatically for third parties through bank transfer and/or Electronic Funds Transfer (EFT) within the information/instructions given by the customer using the account/accounts specified in the Application Form,

**REWARD/POINTS PROGRAM:** The programs that provide reward/points for the transactions that the Debit Card bearer carries out and the procedures and principles of which are established by the Bank,

**SLIP:** Means the document which issued by merchant with regards to the transactions performed with cards, showing the debt of the member due to relative transaction and is signed by the member except for cases where the member is identified by a code number, a password or another method confirming one's identity, evidencing the transaction and is an undertaking of the respective payment,

### PROVISIONS RELATED TO ELECTRONIC BANKING

1. Customer may benefit from all sorts of electronic banking products and services within the scope of his/her request, which is/will be allowed currently/in the future, over the delivery channels either in person, or by the mediation of the Customer Representative, by using the Debit card number, telephone keys, or via other means of communication, upon passing through the private, secret, two-stage security steps defined and specified for the customer. However, in order to carry out the transactions being offered/to be offered by the system, the Customer should have undersigned the agreements, or confirmed the same via remote access tools, being drawn up respectively by the Bank, and in case it is required to open a separate account or Bank needs information and documents for such transactions, such account should have been opened by the Bank and such required information and documents should have been completed. Undersigning of neither the aforementioned agreements, nor this agreement by the Customer does not obligate the Bank to authorize the Customer carry out these transactions, and to allow the Customer benefit from the electronic banking services. Customer hereby accepts and undertakes to abide by the provisions and undertakings stipulated under the agreement having been/to be drawn up by the Bank, and by those stipulated hereunder with respect to the transactions he/she will carry out via this system. The Customer will be able to perform banking transactions as deemed appropriate by the Bank with the cards, and/or with other technological methods such as using cards, biometric methods, mobile devices, single-use passwords or mobile signatures from the ATMs of the Bank to the extent permitted by the Bank systems.

- **2.** The Bank by no means bears any undertaking and responsibility regarding the software, hardware, and operation of the necessary remote access tools that will allow the customer to benefit from electronic banking services.
- 3. The Customer hereby irrevocably agrees, declares and undertakes that the Bank shall not be liable for interruption or stopping of these services due to technical reasons such as failures that may take place during provision of electronic banking services offered by the Bank, or the losses incurred by the customer as a result of third parties' accessing to information pertaining to the Customer due to accesses by the third persons to personal details of Customer as a result of problems caused by hardware, software, audio reply system, phone lines and internet service providers, inaccuracy or inadequacy of, incorrect or incomplete transmission of information and instructions received through electronic banking systems,
- **4.** That the present and future services offered by the Bank with regards to "electronic banking service" may be given for the GSM telephone number stated by the Customer and for other security applications, and that, in the event of change, loss and theft of the said GSM telephone number, the customer shall promptly notify the Bank of such case, otherwise, the customer shall be liable for the results that may arise,
- 5. He/she gives consent to the Bank to take any action necessary for the realization of the services at a secure environment, and allows for the detection and recording of his/her talks with the Customer Representative via any type of voice recording system; He/she is to answer the questions to be asked by the Customer Representative for the detection of his/her ID, and for maintaining the security of the transaction in question, otherwise the Customer Representative my not carry out any transaction over and give information on his/her account in the name of him/herself, and all information and orders to be given by him/her to the interactive voice response, or to the Customer Representative during the respective talk being recorded may be used by the Bank in the form of evidence;
- **6.** He/she authorizes the Bank for the realization of such transactions, including remittance, bank transfer to either his/her own accounts, or to those of third persons, either by making use of his/her code, or by any other method the Bank will deem fit, upon the respective orders he/she will give verbally on the phone and that the Customer may be notified via the electronic medium,
- 7. The transactions he/she will carry out via the electronic banking channels (the systems, which allow the Customer carry out banking transactions using distribution channels by making use of such devices, including ATM, Telephone, Computer, etc.) may be accomplished by way of bank transfer only within the amount of the cash money being deposited in his/her account and/or within the limit of credit being allowed to him/her at the time, and the Bank may by no means be held responsible from the transactions not carried out due to insufficient account balance;
- **8.** His/her future transaction requests may be carried out only if the balance of the related account, as well as the conditions required by the transaction in question are sufficient at the time; the FX-rate determined by the Bank at the time will be applicable to the FX transactions, and the Bank may by no means be held responsible from the transactions not carried out due to insufficient account balance:
- **9.** The Customer hereby declares, agrees and undertakes that he is the exclusive authorized person to benefit from the services to be offered by the Bank within the framework of this Agreement, he will display the utmost attention and care to keep his/her code(s) and password secret, he will not disclose these code(s) and password to any third person, and not let any third person to use these code(s) and password, he/she will solely be responsible from the consequences to arise from the use of his/her code(s) and password by any third person. The Customer hereby agrees and undertakes that he/she will still be responsible from the use, and the consequences to arise from the use of his/her code(s) and password by any third person, despite codes with various authorization levels will be transmitted to him/her upon his/her request, save for the aforementioned provisions are reserved, the Bank has no obligation to keep track of the identities of the persons to do transactions by means of his/her codes, any transaction to be realized by means of these codes will bind him/herself, unless he/she will have given written instruction to the Bank for causing any change in the authorization levels and codes;
- 10. He/she will not only promptly notify the Bank of the occasion of losing his/her password and code given by the Bank due to any reason whatsoever (loss, theft, seizure, etc.), he/she will also confirm the situation in writing, he/she will be deemed responsible during the time to pass until the Bank's cancellation of his/her password and code;
- 11. The Bank will only provide the Customer with a unique code and password allocated exclusively to him/her. He/she is the only authorized person make savings on his/her accounts, he/she will be deemed as the doer of any transaction performed using such password and code, and he/she may by no means hold the Bank responsible for the use of his/her password and code by others with or without his/her approval,
- 12. The transactions to be realized by way of benefiting from the services offered by the Bank over the "Electronic Banking Channels" within the limits determined by the Bank, by making use of the password and code given by the Bank, will not be made

against signature, and he/she will not raise any objection against such transactions, he/she will bear all the responsibilities thereof, and the orders to be given by way of making use of the aforementioned password and code will be deemed as written orders,

- 13. That the Bank's ledgers and documents, microfilms, microfiches, audio recording systems and computer, ATM, camera records, and the communications sent through internet shall constitute evidence as per the Article 193 of Code of Civil Procedure number 6100 in the event of any dispute arising from this agreement,
- 14. That it is not possible for the Customer to opt out from the EFTs and remittances once they have been carried out by using the electronic banking services, the Bank shall not send any document showing that the EFTs and remittances have been paid, however, an account statement may be issued upon demand of the customer, also, the Bank shall assume that the person issuing an instruction is authorized for and on behalf of the legal entity (the Customer) unless the Bank is informed in writing about the expiry of powers given to the officials of any legal entity in order to make use of electronic banking services within the scope of this agreement,
- 15. The Customer shall pay any and all taxes, fees, duties including BITT that will arise out of transactions to be carried out under this Agreement and the Bank's receivables that will arise out of the surplus payment to be effected to the customer or due to other reasons without having to serve a written notice and any advance interest that will accrue from the date when such Bank receivable has arisen until the actual payment date pursuant to article 2/2, Law number 3095, as amended by Law number 4489, (in case of receivables in foreign exchange, Article 4/A of the same law) including BITT and accessory obligations in cash and as a lump sum, if such receivable arises following a loan utilization, "an interest rate that applies to credit receivables of Bank or interest rate envisaged in the agreement where such transaction has been drawn up" may be applied, those amounts held in the other accounts and his receivables at the bank held in the branch where his account is kept and the other accounts opened at and the receivables held at the other branches which will suffice to pay the debt have been pledged by Bank against receivables of Bank and Bank has right of retention and clearing over the same,
- 16. The Bank shall inform the Customer, in writing or through permanent data storage or through a registered telephone number, of any amendments to the fees and commission charges required for the services to be rendered by the Bank through electronic banking channels as well as the scope and rates thereof within no later than 30 days, and that the Customer has the right to opt out the use of such products or services within 15 days following the notification sent to the customer regarding this matter,
- 17. The Bank shall inform the Customer of the interest rates applicable to the investment services to be rendered through electronic banking channels at the time of the transaction through the said electronic baking channels, and that the interest rates may vary depending on the date on which the transaction is carried out,
- 18. Customer him/herself is to solve any dispute related with his/her payments of the electricity, fixed phone, water, natural gas, cell phone, etc. fees by the Bank, to arise from the invoices mistakenly or erroneously issued by the institutions rendering the said services, with the said institutions, without raising any claim to the Bank;
- 19. In the event that the Customer's account with the Bank is closed or the Customer is in breach of his/her undertakings hereunder, or without having to indicate any cause, the Bank may cancel the Customer's password, and terminate the Customer's use of such services.
- **20.** In order to use the investment accounts through electronic banking channels, the Customer hereby agrees and undertakes all the general and special covenants specified in the "Brokerage Framework Agreement on the Purchase-Sale of Capital Market Instruments", "Framework Agreement on the Purchase-Sales of Securities with Buy Back or Sell Back Covenant" (Repo-Reverse Repo) and the "Securities Safekeeping Agreement" which are rendered mandatory by the Capital Markets Board.
- 21. The Bank shall not be held liable for any transaction where the Customer's passwords and codes are used following his/her death, and that even the inheritors of the Customer shall have no claim against the Bank for such transactions, and that, in the event of such transactions, the Bank shall have recourse to the Customer or legal inheritors of the customer for any receivable and accessory consideration arising from such transactions along with the taxes and other liabilities incurred on the part of the inheritors that otherwise the customer would have been charged with,
- 22. Bank shall not be held liable for any financial and legal results of the transactions to be carried out by the Customer with the third persons by making use of the electronic banking services,
- 23. The Customer is obliged to inform the Bank of any and all changes in the information submitted to the Bank in writing within 15 days following date of such change, otherwise, all the liabilities resulting thereof shall rest with the customer,
- **24.** The Bank may terminate this Agreement with immediate effect based on justified grounds, or for whatever reason by giving a 10 day notice, and that any contractual transaction that has been initiated prior to the termination of this agreement shall be

completed in accordance with the terms and conditions of this agreement, and the Customer may also terminate this agreement provided that he/she submits a written request in advance,

- 25. The Customer shall carry out the services offered by the Bank in accordance with effective Bank legislation.
- **26.** The services and products offered by the Bank, and all sorts of materials being used for the presentation of the same services and products to the customer constitute the intellectual right of the Bank, and they may not be used by the Customer without the approval of the Bank;
- 27. In the event that it is discovered that the Customer has damaged the material used by the Bank when rendering services (equipment, software etc.) the Customer shall be held liable for such damage, If the Bank determines that the customer has been using malicious software or robotic software while using electronic banking services, the Bank shall reserve the right to terminate the internet banking service offered to the Customer,
- 28. That the Bank's "Foreign Exchange Buying/Selling Rate" applicable at the time of the transaction will be taken as the basis for any online foreign exchange purchase/sales transaction, and that the exchange rate in question will be notified to the Customer through the instrument by which the transaction has been carried out,
- 29. While the value date of the transactions to be made by the customer during the working hours (during the hours specified by the Bank as per the quality of the respective transaction) of the weekdays will be the same day, the following business day will be the value date of the transactions to be made by the customer outside the aforementioned working hours, as well as at the weekends and on holidays;
- **30.** That the Turkish legislation shall be applicable to any dispute arising out of the implementation of the provisions of this Agreement,
- 31. Customer has fully read this agreement, and undersigned it with full awareness and freewill.
- 32. The Customer shall be responsible for informing the Bank of any authorized personnel change, taking back the card given to the previously authorized personnel and denying such person access to other security applications and/or blocking their access to the internet banking facilities,
- 33. That the Bank has the right to terminate this Agreement in the event of the Customer's bankruptcy,
- **34.** The Customer and guarantors hereby agree, declare and undertake that Republic of Turkey, Ziraat Bank may request information and documents from such Official Institutions as Republic of Turkey Central Bank, Capital Markets Board, Land Registry Offices and Tax Offices, and the Banks, financing companies and private financial institutions operating at home and/or in abroad as well as any companies affiliated with Ziraat Bank and their liaison offices, and that Republic of Turkey Ziraat Bank may share any confidential customer information—defined as per the Law number 5411- or any document and information, which is considered to be commercial secret according to the Turkish Commercial Code and kept confidential by the relevant legislation, with the said institutions and third persons,

### PROVISIONS ON DEBIT CARDS

The "agreement/contract" expressions stated in the Provisions on Debit Card section of this agreement shall refer to the Debit Card agreement unless otherwise agreed and the provisions set forth under the Debit Card section of this agreement shall exclusively apply to the Debit Card product unless otherwise agreed.

- 1. Under this Agreement, the terms and conditions regarding the use of the cards granted to the Debit Card holders by the Bank as a payment tool for the goods and services purchased from the member Merchants at home and abroad that are covered within the scope of the card systems, and for cash withdrawal and for other uses granted/to be granted to them on the Automatic Teller Machines (ATM) and other distribution channels are established and the legal and financial relations between the Bank and the applicant of the debit card and the rights and obligations of the parties against each other are set forth.
- 2. The Debit Card holder, by using the Debit Card and password/code given by the Bank, may benefit from the facilities provided through any type of device and application put into service by the Bank, by Card Association or by other banks within the scope of the agreements concluded by the Bank, until the expiry date of the Debit Card written on the card, and within the limits and restrictions established by the Bank. The transactions carried out using the card and password are made without signature.
- 3. The responsibility of the Debit Card holder shall start as from the moment he receives the possession of the card or learns the card number which has not physical existence.

- **4.** The Debit Card holder is obliged to sign the signature panel on the reverse side of the card as soon as the card is delivered. Any kind of financial, legal and penal responsibility arising from the failure to sign the card or allowing others to use the card shall rest with the Debit Card holder. Transactions carried out by using the card and the password and those carried out without a password by using cards that have contactless transaction feature shall be deemed to have been carried out by the Debit Card holder even if they have been carried out by a third party.
- 5. Debit Card Holder is obliged to protect the Card and the code/password details which are required to use the Card securely, and take such precautions which shall prevent the use of such details by other people, and in case these are lost or stolen or in case the Customer becomes aware of any transaction carried out against his will he shall immediately notify the Customer Communication Center of the Bank via telephone. If such information are lost or stolen, the Debit Card holder shall be responsible for all the transactions performed prior to the 24 hours before such notification is served.
- **6.** Debit Card holder shall be liable up to TRY 150 for losses arising out of illegal use that occurred within the 24 hours prior to the notification served to the Bank. In case the legal legislation related to the stated amount is changed, such changes shall be applied without serving any further notification to the Card Holder.
- 7. Debit Card Holder may require that insurance is provided for the amount of legal liability in respect of the loss arising out of illegal use that occurred within 24 hours before the notification, provided that he pays the insurance premium. Prepaid Debit Card is not covered by lost/stolen insurance.
- 8. If illegal use is attributable to the Debit Card Holder's gross negligence or willful act or the above notification is not made in 24 hours, then the Debit Card Holder shall bear all the responsibility thereof. Failure to secure password details and to take measures that could prevent the use of such details by others is deemed as the gross negligence of the Debit Card holder.
- **9.** The Debit Card holder is obliged to inform the Bank of any changes in his address and contact details within 15 days as of the date of such change.
- 10. If it is determined by the Bank that the Debit Card holder has been overpaid in whatsoever way, then the respective amount shall be paid by the Customer together with the interest and other accessories to be calculated over the advance interest rate determined pursuant to the Law on Legal Interest and Default Interest.
- 11. The Bank is obliged to establish a system for the regular and safe use of the cards and to take necessary precautions regarding notifications, requests, complaints and objections and keep the system open continuously.
- 12. The Bank shall respond to the complaint and objection of the Debit Card holders with regards to the use of the card in 20 days after the date of application, setting forth also the grounds for its respond, using the same method as the one the holder has used to submit his application.
- 13. The Bank is obliged to take the necessary precautions to keep any other identifying information required to use the card or for the password of the card confidential and to prevent the card number being clearly stated in the expenditure and receipts documents, ATM receipts and correspondence.
- **14.** The bank may close/cancel the card if the debit card is used in the money transfer in connection with illegal betting and gambling games.
- 15. The Bank may request that the card is returned without granting any time, may seize the card, may block the card from renewal and may cancel it in the event of a legitimate reason. Even if there is no legitimate reason, the Bank is entitled to cancel the card and to terminate the agreement by notifying the Debit Card holder thirty days in advance.
- 16. The Debit Card holder may cancel the card through the Bank's Customer Communication Center channel without indicating any reason. This agreement is valid for all the Debit Cards/Prepaid Debit Cards belonging to the Debit Card holder and cancellation of the card does not imply the termination of the agreement.
- 17. During the authorization phase to be taken from the Bank for cash withdrawals and purchases that the Debit Card holder will carry out abroad, the transaction amount transferred to the Bank in USD or other convertible foreign currency by card associations shall be converted to TRY at the Bank's highest USD currency selling rate on the day of the transaction until the transaction time.
- **18.** The Debit Card holder authorizes the Bank to withdraw the amount corresponding to the purchases made using the shopping terminals automatically from the account/amount prepaid to the card and transfer the same to the account of the member Merchant.
- **19.** The Bank is not responsible for the purchases made, goods or services sold by the Debit Card holder using the POS/Virtual POS, delivery of the same or them being defective.
- 20. The Debit Card holder agrees to return the card to the Bank if the account at the Bank is closed.

- 21. The Debit Card holder hereby agrees that, within the scope of the bank's domestic common ATM sharing, that the transaction fee stated in the Debit Card Product Data Sheet may be debited to his account for the cash withdrawals and deposits carried out using the ATMs of other banks up to the specified maximum amount and/or in amounts established by the Bank and for the balance inquiries, and that such fee may be amended by announcing the change in the Bank's branches and/or on its own website.
- 22. The Debit Card holder who has reached the daily maximum withdrawal limit hereby agrees that the transaction fee stated in the Debit Card Product Data Sheet may be debited to his account for the cash withdrawals carried out using the ATMs of other banks in the specified maximum amount and/or in amounts exceeding the limits (additional limit) by the Bank, and that such fee may be amended by announcing the change in the Bank's branches and/or on its own website.
- 23. The Debit Card holder hereby agrees that the transaction fee stated in the Debit Card Product Data Sheet may be debited to his account for the card renewal procedures carried out more than 2 times in one calendar year due to the reasons such as lost, stolen cards, magnetic damages, name-surname changes and due to similar reasons, and that such fee may be amended by announcing the change in the Bank's branches and/or on its own website.
- 24. The Debit Card holder hereby agrees that the card fee stated in the Debit Card Product Data Sheet may be debited to the applicant's account in the Pre-Paid Debit Card Application transactions and that such fee may be amended by announcing the change in the Bank's branches and/or on its own website.
- 25. It is not possible to change the card features and transaction limits defined at the time of application to the Prepaid Debit Card later on. The amount on the electronic purse connected to the card will not be returned in cash.
- **26.** The card applicant hereby accepts, declares and undertakes that he will forward the provisions of this agreement to the bearer of the Prepaid Debit Card.
- 27. The bank can set/apply/stop periodic advantages in the form of campaigns to card holders with the reward/points programs connected to the debit card. The debit card holder agrees and undertakes that he can benefit from these advantages within the framework of the rules specified by the Bank.
- **28.** Debit Card holder hereby agrees and undertakes that he shall be able to use the rewards/points that may be earned by using the card at the merchants that have been/will be notified to them by the Bank in the transactions specified/to be specified by the Bank, that he shall not be authorized to transfer amounts of rewards/points to third persons and shall not request cash payment be effected to him in return for these amounts and setoff against the card debts, and that Bank may change principles of reward/point earning, and these shall not comprise vested rights for him, and that the Bank is authorized to convert the rewards/points earned into other types of rewards/points and that no point will be earned for the transactions carried out using points.
- 29. The Debit Card holder hereby agrees and undertakes that if he returns any goods and/or service he has purchased with the use of his rewards/points, he shall not demand any right and receivable from the Bank in relation to the reward/point amount used up; that he shall bear all the taxes and fees which may arise due to the reward/point he will be given, and that the Bank is entitled to debit his card account for such amounts.
- **30.** The Debit Card holder agrees and undertakes that the Bank is authorized to offset the earned reward/points from the total reward/points, if he returns any goods and/or service he has purchased with the use of his rewards/points and those earned in breach of the card systems rules. If the total amount of the earned reward/points is not enough to offset the reward/points earned, the said amount can be collected from the deposit account linked to the card.
- 31. If sham or commercial use of the Debit Card to earn reward/points is ascertained, the reward/points regarding this transaction may be canceled. The Debit Card holder hereby agrees that in case he fails to fulfill/breaches the campaign terms, that he may lose the right to win reward/points and may not be able to benefit from the campaign rewards/points. The use of the reward/points by the Debit Card holder is subject to the non-default of the payment of debts resulting from the use of the card and the fulfillment of his obligations under this Agreement in full.
- **32.** The Debit Card holder agrees and undertakes that if the card is canceled for whatsoever reason, the right to use the reward and points awarded by the Bank will be automatically canceled and no claims will be raised in this matter.
- 33. The Bank reserves the right to place a time limit on the acquisition and use of the reward/points accumulated by the debit card holder in the reward/points application. Unused reward/points may be taken back at the end of the period that the Bank has set as a general rule for the use of the reward/points or if a shorter period is specified in the relevant campaign terms and conditions or product specifications, they may be taken back as per that time frame.
- **34.** The debit cardholder hereby agrees, declares and undertakes that he will be able to transfer money through the BKM (Interbank Card Center) infrastructure, check whether the card of the buyer is available during the money transfer, transfer money if the card is

available, not allow the transaction if the card is not available, that the amount will be transferred to the card account after the money transfer request is approved, upper limits for one-time transaction, periodic transaction amount and similar amounts will be set by the Bank, that the transactions above these limits are not accepted, the obligation to submit information regarding money transfer does not belong to the Bank and the Bank shall not be held liable in case the related amount can not be delivered to the buyer due to incorrect entry of the card number while sending money.

- 35. The Bank shall be entitled to change the fees, commission and expenses mentioned in this Agreement by notifying the changes in writing or through permanent data storage or through a registered telephone number within no later than thirty days. Upon such notice, the Debit Card holder has right to desist from use of the card within 15 days following the notification. If the Debit Card holder continues to use the debit card, he shall be deemed to have approved the change. For the fees to be charged for instant transactions and services, the obligation of notification and obtaining approval stated in the related legislation shall not be applied provided that the Customer's approval is obtained at the time of transaction. For the usage of the card, no payment will be requested from the Debit Card holder and no amount will be deducted from his account, except for those specified in this agreement or in the Debit Card Product Data Sheet.
- 36. A real person who is a holder of a commercial deposit account agrees that the Debit Card issued to that account will be delivered by him to the authorized person defined for the account linked to the card, and if it is delivered to a non-authorized person, that he will bear the responsibility of the transactions carried out.
- **37.** The Debit Card holder hereby agrees that Debit Cards granted to the legal entities will be delivered to the authorized persons defined for the account linked to the respective cards and that the cards will not be used by anyone other than the authorized persons and that the Bank may block the card in case of expiration of the authorization period.
- **38.** The legal entity is obliged to inform the Bank of the changes in the persons authorized to carry out the transaction on a timely manner without any delay. In this case, the legal entity is also obliged to take back the card which is in the possession of the authorized person and/or to request the cancellation of the card from the bank.
- 39. Turkish Law is applied in case of disputes between the foreign national Debit Card holder and the Bank.
- **40.** The Debit Card holder agrees and undertakes that in cases of disputes arising from this Agreement and from the usage of the cards and/or the Card Number and password, that all the books, microfilms, microfiches and computers records, voice records, the correspondences sent via internet, agreements signed, statements, all kinds of written orders given to the Bank, credit vouchers, termination documents, signed receipts, applications forms, crediting orders, payment receipts, notices and notifications served, payment plans of the Bank, relevant international card institutions and Bankalararası Kart Merkezi A.Ş and other records in the books and documents of the Bank shall be considered as evidence.
- **41.** The debit cardholder hereby agrees that the telephone communications carried out with the Bank regarding the Debit Card shall be recorded in accordance with the Law No. 5464 and kept for a period set forth by the Bank.

### PROVISIONS ON AUTOMATIC/REGULAR PAYMENT ORDER

The "agreement/contract" expressions stated in the Provisions on Automatic/Regular Payment Order section of this agreement shall refer to the Automatic/Regular Payment Order agreement unless otherwise agreed and the provisions set forth under the Automatic/Regular Payment Order section of this agreement shall exclusively apply to the Automatic/Regular Payment Order product unless otherwise agreed.

This agreement sets forth the mutual rights and responsibilities of the Bank and the Customer in order to ensure that the payments specified by the Customer in the Application Form are made regularly in accordance with the information specified in the said form. The Customer hereby agrees, declares and undertakes that;

- 1. In order for the automatic/regular payments to be made through the Bank channel, that the Application Form is required to be filled out and this Agreement is required to be signed,
- 2. As long as he does not take back in writing his written instruction given through the Application Form, that he is responsible for carrying out the automatic/regular payment transactions of any and all existing and future debts due to third parties in accordance with the agreements concluded with third parties, on dates and in amounts stated in the Application Form or notified by the third parties to the Bank and for the interest, fee, commission, tax, charge, fund and the like monetary liabilities which will be formed as a result of these transactions,
- 3. Regarding automatic/regular payments to be made within the scope of the automatic/regular payment application from the account specified by the Customer on the application form, that the Bank is entitled to directly charge the interest, fee, commission,

tax, charge, fund and the like monetary liabilities to the account of the customer for each and every transaction in the ratios applicable at the time of the said transactions,

- 4. Regarding automatic/regular payments to be made within the scope of the automatic/regular payment application from the credit card specified by the Customer on the application form, in accordance with the agreements to be concluded with the institutions for which the collections are carried out using credit cards, the Bank is entitled to consider such transactions as cash withdrawals or purchases, and to collect the commission/transaction fee/interest etc. in various ratios and amounts based on the institution, and the tax, fee, fund and similar monetary liabilities related to such amounts,
- 5. In order to be able to make an automatic/regular payment, that he is obliged to make the account/credit card subject to payment available for the transaction amount and, if necessary, additional commission/transaction fee/interest etc. and related taxes, duties, fees, funds and monetary liabilities, within the working hours of the Bank (EFT hours for EFT transactions),
- **6.** If it is requested to use the Overdraft Account (KMH) defined to the account pursuant to the information stated in the Application Form, if the account/credit card subject to payment is not sufficient/available for the total transaction amount and, if necessary, additional commission/transaction fee/interest etc. and related taxes, duties, fees, funds and monetary liabilities on the date of the automatic/regular payment, in order to be able to make the payment, that the missing amounts will be used from the Overdraft Account, that he will pay the interest and fees determined by the Bank as a result of this transaction and that if the Overdraft limit is insufficient then the transaction will not be made,
- 7. If the account balances are not sufficient to make automatic/regular payments as of the due date, if there are seizures/precautions put on the accounts, if the credit card limit is not suitable for the transaction or the card has expired or there are changes in card information and in similar cases, that the Bank shall not be liable in case the customer is in default against third parties due to failure of such payments and/or late payment,
- **8.** Despite the fact that the available limit of account/credit card for automatic/regular payment transactions is not sufficient to cover the transaction amount, if the transaction is carried out for whatsoever reason (technical failure etc.), that the Bank, at all times, is entitled to directly withdraw from the accounts/credit cards the amounts the Bank has paid excessively to the third parties or the receivable amounts deposited to the accounts mistakenly,
- **9.** In the event of any change in the automatic/regular payment information instructed, that it shall notify the Bank of the cancellation of its previous orders and apply for new orders in writing, and otherwise that the Bank shall not be a party to any dispute arising thereof or and the Customer will not have any objection or claim right against the Bank in that regard,
- 10. That the Customer shall be responsible if the order is not fulfilled in full or failed to be fulfilled in case of error or omission in the automatic/regular payment information instructed,
- 11. That he must apply in writing to cancel his automatic/regular payment order, and he will be responsible for the automatic/regular payments made on the date he submits the cancellation application and before that date as well,
- 12. In order to duly carry out the services regarding the Automatic/Regular payment application, that the Bank is entitled to get information and documents from the relevant third parties which he has specified in the application form, or the copies thereof, to carry them over to its accounts, to use them as it deems proper to fulfill its services within the frame of legislation, and to notify the information relating to the Customer's account/credit card to official and private, real and legal persons deemed appropriate by the Bank
- 13. That the payments under automatic/regular payment will not be subject to partial payment,

### **PROVISIONS ON DEPOSIT ACCOUNT**

The "agreement/contract" expressions stated in the Provisions on Deposit Account section of this Agreement shall refer to the Deposit Account agreement unless otherwise agreed and the provisions set forth under the Deposit Account section of this agreement shall exclusively apply to the Deposit Account product unless otherwise agreed.

- 1. The Customer agrees that account opening shall be carried out by the Bank within the framework of laws and statutes.
- 2. Without prejudice to the powers granted and liabilities imposed by the laws, the Customer is entitled to take back the balance kept in his drawing accounts upon his request. Foreign exchange fraction is paid in Turkish Liras.
- 3. In case of accounts which are not closed at maturity, if the new maturity falls onto a holiday and the account holder conveys an instruction to defer maturity to the next business, then the new maturity shall prevail, or if no such instruction is given, then the

account will be renewed for the same term over the interest rate effective at the renewal date. Claim right of the customer regarding its deposit money equals to the principal and interest amount so accrued on the maturity ending date.

- **4.** In the event of demand for partial or full return from time deposit accounts prior to maturity date, and if the Bank accepts this request, the payment will be carried out by applying demand interest rate to the account. A new account is opened over the balance upon demand of the Customer if a partial payment is effected. Foreign exchange fraction is paid in Turkish Liras.
- 5. If the due date is on a holiday, deposit to the account will be made on the first business day following that date.
- **6.** The Customer may not demand a change in maturity date before maturity of account.
- 7. Interest rates applied to time deposit accounts may not be changed before end of maturity. On opening and extension date of account, Bank applies interest rates declared depending on the maturity.
- **8.** The Bank does not pay interest in advance for deposit. No other gain may be obtained from deposit other than interest. Private insurance cover to be given in favor of the Customer is excluded from this regulation.
- **9.** Accounts that are not sought within 10 years starting from the date of the last request, transaction (book filling, withdrawal, deposit etc.) or any written instruction of the customer or his proxy/legal representative will be deemed as expired and are transferred to the Savings Deposit Insurance Fund (TMSF).
- 10. The Customer hereby agrees, declares and undertakes that, any and all types of EFT / remittance sent to his account may be carried out by the Bank without having to serve a notice, unless a written instruction is given prior to fund transfer, that the Bank shall convey his identity details, address and account number to counter bank in case of foreign exchange transfers carried out with the other domestic and/or foreign banks from his account, and that the transactions to be carried out within scope of electronic banking in line with Bank's legislation upon demand and instruction of customer shall be realized within the framework of Electronic Banking Agreement.
- 11. In the event the Customer has more than one account of the same or different type, provisions of this framework agreement concluded with the account holder shall apply to respective accounts provided that the Agreement date is clearly indicated in the account book, unless otherwise specified.
- 12. In the event of renewal of account, the agreement is deemed to have been renewed unless the Customer raises any objection.
- 13. The Bank is authorized to collect the amount credited mistakenly to account/accounts of the Customer without having to need any further notice. In case the respective amount is used, the Customer agrees and undertakes that he shall pay the amount together with the interest and other accessories to be calculated over the advance interest rate determined pursuant to the Law on Legal Interest and Default Interest.
- **14.** Without prejudice to provisions of Turkish Civil Code concerning pledges and retention right, provisions of Turkish Code of Obligations concerning transfer and assignment of receivables and clearing and authorities given and obligations imposed by the other laws, the Customer may save from his accounts in any way he may deem proper. Provisions concerning maturity and notice period are reserved.
- 15. A portion of sum of principals of the saving deposit accounts in Turkish Lira, foreign exchange and precious metal which have been opened in the name of real persons at the domestic branches of banks and are not subject of commercial transactions apart from drawing checks and interest rediscounts related to such accounts up to TRY 100.000 for each real person is covered under insurance. If the insured amount changes as per the legal legislation, the current amounts shall apply.
- 16. The Customer hereby agrees and undertakes that if he appoints an attorney, such attorney shall be authorized to exercise the rights of the account owner related to the account(s) within scope of this Agreement which arise out of this Agreement as if he was the account owner, and he shall be liable for legal results of all transactions carried out/to be carried out using the account(s) within the scope of this agreement as if he carried out such transactions. Dismissal from power of attorney shall become effective only if notified to the Bank in writing.
- **17.** Unless the Bank is informed in writing about termination of the powers of the officials acting on behalf of legal entities, it is assumed by the Bank that the instructing party is authorized to represent the legal entity.
- 18. Only guardians or parents may dispose of accounts belonging to the minors and wards.
- 19. The Bank is entitled to collect the account maintenance fee by deducting it from the Customer's account in accordance with the legal regulations.

- **20.** All notifications, instructions and orders to be submitted by the Customer to the Bank have to be in writing, drafted in such a manner ensuring that they are clearly understood, and avoiding any doubt in fulfillment thereof. The Bank is not obliged to fulfill the notices, instructions and orders which are not clear/causing doubt and that do not bear the Customer's signature or a secure electronic signature that has a Qualified Electronic Certificate in accordance with the Regulation on the Procedures and Principles for the Application of the Electronic Signature Law and Electronic Signature Law No.5070.
- 21. Since transactions are entered into account book, no account statement shall be sent unless the Customer demands in writing.
- 22. In the event the instruction date specified in the instructions concerning Customer account/accounts which will be given to bank (remittance, EFT etc.) coincides with official holidays, the said instruction is fulfilled on the next business day.
- 23. The Customer agrees, declares and undertakes that, in case his account is transferred to another branch for whatsoever reason, without being limited to any time and deposit average, these accounts shall be in an account to be opened in the name of him with a new number in the branch to which accounts were assigned, or record them to another account at the same branch and track them under a new account number to be opened in the same branch due to technical necessities; and in both cases, the provisions of this Agreement shall apply to accounts which are given a new number.
- **24.** This Agreement, the associated account books and the supplemental agreements that are drawn up are legally integral parts of each other.
- **25.** The Customer approves the archiving of the identity document, photo and signature sample in the Bank's system/records for use in banking transactions. Furthermore, he agrees and undertakes that the Bank is authorized to use these in the Bank system.
- **26.** In case the account book is lost, the Customer is obliged to immediately notify the Bank of the situation, and otherwise it shall be responsible for the damage to be incurred.
- 27. Foreign exchange buying/selling/arbitrage transactions may be carried out via telephone and similar communication media or via electronic medium. The Customer has to provide a written transaction instruction immediately after the instruction is submitted via phone and similar communication manners, or electronically, provided that it is identical with his instruction submitted verbally. The Customer agrees and undertakes irrevocably and in advance that the instruction given verbally shall bind him; that the records on the phone conversation recorder and the information kept in electronic medium are true and constitute evidence at court, that in case there is a difference between the written instruction and verbal instruction that the transaction will be carried out as per the written instruction, and that the Bank shall not be responsible for the damage which may arise from the transaction due to any instruction conflict, and the Customer shall meet the damages that arise.
- **28.** The Customer hereby agrees, declares and undertakes that, in cases of failure to comply with the terms of this agreement, bankruptcy, death or restrictions of the Customer, the Bank may partially or wholly close the current account or accounts opened for and on behalf of the Customer and terminate the Agreement, at any time, notifying the Customer via a notary public or registered mail or telegram or by recorded electronic mail system using secure electronic signature, that the Bank is entitled to close any account which have no balance and remain dormant f or 1 year, provided that such condition is not regulated under the scope of any protocol, without waiting for an instruction from the Customer by serving a notice in the manner described above, and that in order to demand termination, the Customer has to serve a notice 1 month in advance, and he has to pay any and all present and future receivables connected with this Agreement and he has to close down all accounts.

### SUPPLEMENTAL AGREEMENTS

The agreement/contracts to be drawn up for one of the integral parts of this Agreement.	e products/services specified below upon demand of parties shall be deemed
☐ Successive Joint Account Agreement	☐ Both to Sign Joint Account Letter of Credit Opening

#### **COMMON PROVISIONS**

For the purposes of this Agreement, the phrases "fee and cost" refer to the fees and costs that may be incurred in accordance with the Law on Protection of Consumers and the related regulations.

The Customer agrees, declares and undertakes that she/he acts on his own behalf and for his/her own account in all kinds of accounts that he/she has opened and will open (deposit / credit cards / safe deposit / investment account etc.) with regards to transaction to be made, she/he does not act for the account of someone else, and in case she/he acts for the account of someone else, she/he shall notify the Bank of the person for whose account she/he is carrying out the transaction and to present the identity details of such person in writing prior to realization of such transaction pursuant to the Law Regarding Prevention of Laundering of Proceeds of Crime number 5549.

The customer may submit the instruction/form regarding the payment requested by him to be executed as automatic/regular payment to the Bank by signing it, and he also may order for automatic/regular payment through distribution channels (ATM, Internet Banking, Mobile Banking, Telephone Banking etc. distribution channels) and when approved through such channels the Bank shall be deemed to be authorized.

### THE BANK'S RIGHT OF PLEDGE, CLEARING, SET-OFF AND RETENTION

The Customer agrees and undertakes that the Bank is entitled to debit his/her demand/time deposit accounts and investments accounts and collect the debt from the money transfers received in the name of the Customer in accordance with the provisions of the Clearing and Settlement Regulations set forth in the Turkish Code of Obligations, in order to collect the debts arising out of the agreement.

#### **NOTICES**

The Customer agrees and undertakes that the address specified hereunder has been described as the legal notification address, and notices sent to this address shall be deemed to have been served on him; if he changes the address, he shall notify the Bank of the new address within 15 days at latest by registered mail or via a notary public; if the notice can be sent to the last known or notified address, the last known address in the address registration system/trade/craftsman registry shall be deemed as the last known address, and the notices shall be made to such address in accordance with article 21 of the Notification Law; he has no right to object to notices served on the addresses in the address registration system/trade/craftsman registry (with no need to serve the notice by announcement in accordance with Notification Law, articles 28 and 29); if records are not found in or are deleted, etc. from the address registration system/trade/craftsman registry, any notices served on the address in the agreement shall be deemed to have been made on the date the same are delivered to the notary public or the mail system; even if the Customer resides abroad, he shall present an address within the borders of the Republic of Turkey as the notification address, in which case, any notices to this address shall be valid and legally binding.

Even if the Customer is resident abroad, he/she agrees and undertakes to show an address in Turkey as a notification address, and in that case, any notice to such address shall be valid.

If the Bank submits the receipt, letter and notification/notices to be issued as per this Agreement, the Customer acknowledges that such receipt, letter and notification/notice shall also be binding for others and shall be deemed to have accepted the contents of the notification if they do not object within the time limit.

#### BANK RECORDS CONSTITUTING EVIDENCE

The Customer agrees and undertakes that in cases of disputes arising from this Agreement, the account book and/or statements submitted under this Agreement and from the usage of the cards and/or the Card Number and password, that all the books, microfilms, microfiches and computers records, ATM records, voice records, the correspondences sent via internet, agreements signed, statements, all kinds of written orders given to the Bank, credit vouchers, termination documents, signed receipts, applications forms, crediting orders, payment receipts, notices and notifications served, payment plans of the Bank, relevant international credit card institutions and Bankalararasi Kart Merkezi A.Ş and other records in the books and documents of the Bank shall be considered as evidence. Furthermore, he agrees that the Bank is entitled to use all information and documents containing business relations with the Customer, including transactions requiring legal proceedings, whether original or copy.

#### **LEGAL DISPUTES**

Turkish Law shall apply in case of disputes relating to the provisions of this Agreement, and the parties are entitled to apply to Consumer Courts and Consumer Arbitration Committee in case of a dispute stemming from this agreement. The Customer is also entitled to apply to the Banks Association of Turkey Individual Customer Arbitration Committee for disputes arising from this agreement.

#### **DELIVERING THE AGREEMENT**

The Customer is entitled to take a copy of this agreement within the first year as from the arrangement of this agreement without any payment. The Customer hereby agrees that the telephone communications carried out with the Bank shall be recorded in accordance with the Law No. 5464 and kept for a period set forth by the Bank. The Customer acknowledges, agrees and undertakes that all of the terms and conditions of this Agreement are negotiated and every matter is agreed upon. This agreement is signed by the parties after it was negotiated, read and understood by the parties, and a copy thereof was delivered to the Customer, and the Customer declares that there is no need to initialize each page of the agreement, and only the last page of the agreement will be signed, and the Customer agree and guarantee that all provisions of this agreement shall be valid.

#### NOTIFICATION REGARDING LAW ON PROTECTION OF PERSONAL DATA

The Bank hereby agrees and declares that the personal data belonging to the customers under the scope of the present agreement shall be kept confidential in accordance with the related legislation, in particular the Banking Law and the Law no 6698 on the Protection of Personal Data ("Law"), shall be processed limited to the contractual terms and disclosed to third parties in this context, and once the reasons requiring the processing of the same are removed, they shall be deleted, destroyed or anonymized except otherwise is required by law.

The Bank undertakes to take all necessary technical and administrative measures in accordance with the Law and the relevant legislation in order to prevent such illegal processing of such personal data and to provide their safekeeping limited to the maximum retention periods and purpose.

The Customer hereby agrees, declares and undertakes that, the disclosure of the personal data by the Bank to the Central Bank of the Republic of Turkey, Capital Markets Board, Land Registry Offices, Tax Offices, Stock Exchange, Central Registry Agency (Merkezi Kayıt Kuruluşu A.Ş), the Financial Crimes Investigation Board, the Ministry of Finance, the Bureau of Credit Registration and such authorized bodies are subject to exemption as provided for by the Law, and that the Bank may disclose the personal data obtained under the present agreement to the financing companies, financial institutions, the Bank's domestic and foreign branches and subsidiaries with the companies rendering services to the Bank to carry out banking activities, in the extent allowed by the legislation and required by the business processes.

I have received, read and understood the above informative text regarding the processing of all my personal data, including sensitive personal data, in accordance with the Law on Protection of Personal Data.

Customer's Name and Surname:	
Signature:	

#### COMMERCIAL ELECTRONIC MESSAGE CONFIRMATION

The undersigned, I, hereby agree that, my customer information and personal data may be used under Law no 6698 on Protection of Personal Data, the Bank's Disclosure Statement, the Law No. 6563 on Regulation of Electronic Commerce and other legislation, in particular by the Republic of Turkey, Ziraat Bankası Anonim Şirketi, including its domestic and overseas affiliates, in sending any commercial electronic message including information, new products, new services, special offers and campaigns for myself, as well as promotional, marketing communication activities and surveys intended to increase the use of existing products and services for and on behalf of the Bank and also the third parties to whom the Bank provides intermediary/agency services and in this context, the submission of the commercial electronic message that has data, audio and visual content for commercial purposes, by the Bank, its branches, domestic and foreign subsidiaries and the intermediary service provider third parties authorized by the Bank,

To	be served via Telephone:				
	Approved		Declined		
To	To be served via SMS/MMS/Mobile Phone:				
	Approved		Declined		
То	be served via E-Mail:				
	Approved		Declined		
nee		end com	n, I acknowledge, agree and declare that your bank and the above-mentioned persons do no mercial electronic communications to me, and that commercial electronic communications efusal right.		
Customer's Name and Surname:					
5	Signature:				
	s section shall be filled by the hand.''	e Custon	ner in his handwriting with the phrase "I have received a copy of the Agreement		
S D N	Customer's Name and Signature: Date: Mobile Phone Number: C-mail:		copy of the Agreement by hand.		
			T.C.ZİRAAT BANKASI A.Ş.		
			BRANCH		