

## CORPORATE BANKING PAYMENT SERVICES FRAMEWORK AGREEMENT

- **1.1 Subject of the Agreement:** This Agreement was drawn up under Law No. 6493 on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions and the secondary regulations related to this law, and is a framework agreement ("Agreement") related to the regular/continuous payment transactions that are ongoing periodic payments between the Bank and the Customer.
- 1.2 This Agreement is an annex to the Banking Transactions Agreement signed between the Customer and the Bank, and in relation to matters not included in this Agreement, the provisions of the Banking Transactions Agreement shall be applicable and binding on behalf of the parties.
- 2.1 Payment Services: These services refer to;
- (i) Credit card EFT transactions, remittance and credit card debt payment transactions.
- (ii) Depositing money into the account, withdrawing money from the account and account maintenance, as well as all required transactions including services allowing these.
- (iii) Money Transfers in the Customer's account with the Bank, the payment transaction made using a payment card or similar instrument, and all Money Transfers.
- (iv) The Customer's approval in relation to the fulfillment of a Payment Transaction via internet banking, telephone banking, mobile banking and any similar IT or electronic communication devices, and the payment transaction to an IT or electronic communication business operator that works as an intermediary through which the Customer makes payment to the goods or service provider party.
- (v) Intermediary transactions in invoice payments (such as electricity, telephone, water, natural gas), that are continuous periodic services offered to the Customer by the Bank.
- **2.2** All of these services are provided based on the convertible foreign exchange type for which the Bank has opened an account. The Bank's foreign exchange rates valid at the time of the transaction are applied between the Bank and the Customer. Any changes in the foreign exchange rates applied by the Bank shall be immediately applied by the Bank without any notification to the Customer.
- 3.1 Information/Documents for Payment Services: In order to perform Payment Transactions, the Customer is required to provide the following; (i) recipient name, surname and title details, (ii) Republic of Turkey Identity No. (RTIN)/Foreign Citizen ID No (FIN)/Tax Identification Number (TIN), (iii) account number (IBAN), (iv) customer number or user code, (v) credit card number, (vi) contact details (e.g. telephone, email), (vii) recipient bank name, branch or bank branch code and recipient address details, (viii) subscriber/installation number for invoice payments, (ix) registration number for SSI payments, (x) transaction amount, (xi) currency, (xii) who will bear the Correspondent charge.
- **3.2** The information requested from the information stated in this article based on the nature of the Payment Transaction shall be provided immediately to the Bank.
- **4.1 Payment Transaction Order:** Once the Bank receives the Customer's order in relation to performing a Payment Transaction or it is approved through the methods outlined in this Agreement, the Bank shall be considered authorized concerning Payment Transactions.
- **4.2** To cancel any orders related to the payment services under this Agreement, the Customer may retract their order no later than the end of the last business day before the payment due date.
- 4.3 To retract the order, the Bank may request that the Customer pay the fee identified by the Bank.
- **5.1 Rejection of Order with Reasonable Justification:** The Bank may refuse to fulfill an order by a Customer in cases it deems necessary. In this case, the justification for rejection shall be notified to the Customer by the end of the business day following the receipt of the order, through the Customer's contact details registered with the Bank. The Bank shall notify the Customer of the Bank's rejection of the order, in the case that the order is incorrect and/or incomplete, how the errors that led to the rejection can be corrected, as soon as possible and in any case no later than by the end of the business day following the receipt of the order, through the Customer's contact details registered with the Bank for the fee determined by the Bank.
- **5.2** In order to return the amounts subject to the incorrect payment order, the Bank may request from the Customer the fee identified by the Bank.



- **5.3** The Bank is responsible to the Customer for transferring the payment transaction to the recipient's payment service provider in accordance with the order. The Bank shall transfer the payment transaction amount to the recipient's payment service provider account in no later than four (4) business days from the date the order is received. If the recipient's payment service provider is based abroad, the Bank shall transfer the payment transaction amount to the recipient's payment service provider account within a maximum of thirty (30) business days. The Bank shall promptly return the unprocessed or incorrectly processed part of the payment transaction to the Customer and if the amount is deducted from their account, it will restore the account to its previous status.
- 6. Incorrect Payment: The Customer agrees that if they are in any way paid extra by the Bank or they withdraw money in any way and/ or an internal transfer/EFT/remittance is made in their name even though there is no credit in their account, they will immediately repay this sum together with its default interest and all its accessories from the date of payment/transaction, otherwise the Bank is authorized to perform any transaction.
- **7. Transaction Times and Transactions that Coincide with Holidays:** The Customer can submit the order regarding the payment transaction to the Bank by 14.00 on any business day. Any orders submitted to the Bank after this time shall be processed the next business day. If the Payment Transaction is to be processed on a certain day, at the end of a certain period or on a day the customer leaves the amount related to the payment at the Bank's disposal, the decided payment day shall be considered the time of receipt of the order. If the day decided upon is not a business day, it shall be taken that the order was received on the first business day thereafter.
- 8. Correction of Payment Transaction: Without delay the Customer shall report to the Bank any payment transaction they did not authorize or which was processed incorrectly, as soon as they become aware of it, and request that the transaction be corrected. In any case, the correction request cannot exceed thirteen (13) months from the processing of the payment transaction.
- 9. Expense Limits: The Customer can find information on the spending limit amounts of their order online at www.hsbc.com.tr.
- 10. Information on the Payment Service: The Bank shall notify the Customer in relation to payment transactions made by the Customer or related to payments received by the Customer, upon the Customer's transaction-based request, after the transaction or if it is also additionally requested by the Customer, via remote communication tools or in writing, in periods of no more than one month.
- 11. If requested by the Customer, the Bank may provide a copy of this Agreement to the Customer, while the Customer may also obtain a copy of the Agreement online at www.hsbc.com.tr.
- **12.1 Bank and Customer Responsibility Concerning Payment Tools:** In addition to the parties' rights and obligations in the Banking Transactions Agreement;
- **12.2** If the Customer fails to take the required measures in relation to the use of the payment tool despite becoming aware that it is lost, stolen or a transaction was made against their will, or does not freeze their account or disable the payment tool, the Customer shall be responsible for losses arising from the use of the payment tool.
- 12.3 The Bank shall not send a new payment tool to the user without a Customer request after the payment tool is disabled by the Customer. The Bank shall block any third party aside from the Customer from accessing the Customer's security information and take all the necessary security measures.
- **12.4 Changes to the Agreement:** The Bank shall notify the Customer of any change related to the services in this Agreement in writing or by announcing it through Express Banking Channels or by sending an email thirty (30) days before the change becomes effective. Customers who do not object within this period shall be deemed to have accepted the changes. In relation to the changes pertaining to payment services, the Customer has the right to terminate this Agreement by written notice to the Bank until the end of the thirty (30)-day period without paying any additional fee, provided that all Bank receivables accrued and to be accrued are covered by the Customer.
- **12.5 Termination of the Contract:** The Bank may terminate this Agreement at any time at its sole discretion upon two (2) months prior written notice to the Customer. In order for the Customer to request termination, they are required to provide 1 (one) month prior notice, and all Bank receivables accrued and to be accrued in relation to this Agreement must have been covered by the Customer.
- **12.6** In case this agreement has been signed also in Turkish language and there is discrepancy between the English and Turkish interpretation of such agreements; the interpretation of Turkish version shall prevail.



Agreement date:
HSBC BANK A.Ş. Branch
CUSTOMER
Commercial Title:
Address:
Signature/Stamp:

## HSBC BANK A.Ş.

Address: Esentepe Mah. Büyükdere Cad. No: 128 Şişli 34394 / Istanbul

Registration address: Istanbul Registry of Commerce Reg. No: 268376 MERSIS No: 2587864588194500 Web site: www.hsbc.com.tr Telephone: (0212) 376 40 00 Fax: (0212) 3362939-3362638-3362141-3362260

You may inform us for your recommendations, appreciations and complaintsthrough the "Contact Us" menu available at

www.hsbc.com.tr or via HSBC Bank A.Ş. Telephone Banking by dialing 0850 211 0 111

## **HSBC Bank A.Ş. Customer Relations**

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