



# **BANKING TRANSACTIONS AGREEMENT (COMMERCIAL) PRE-BRIEFING FORM**

**Customer Number** :

**Customer Name** :

HSBC Bank A.Ş.  
MERSIS Number: 0621002428200197  
Esentepe Mah. Büyükdere Cad. No: 128 Şişli 34394  
[www.hsbc.com.tr](http://www.hsbc.com.tr)



## **BANKING TRANSACTIONS AGREEMENT (COMMERCIAL) PRE-BRIEFING FORM**

In the Banking Transactions Agreement (the "**Agreement**") that was negotiated with the Customers; that regulates all accounts of the Customer that have been or to be opened in Turkey or abroad as per the Customer instructions and in line with the applicable law, as well as the scope of the banking services to be provided to the Customer and the Customer's rights and obligations relating thereto, contain standard terms and conditions as per Article 20 of the Turkish Code of Obligations numbered 6098. In this respect, this Pre-Briefing Form was prepared to inform the Customer.

The Agreement contains provision that can unilaterally benefit the Bank. Therefore, you should be acknowledged and understand about the Agreement and of the provisions that may be to your disadvantage by considering the Turkish Code of Obligations numbered 6098. We would like to present some of the provisions of the Agreement, which may be considered standard terms and conditions, prior to the signing of the Agreement to your attention and review and would like to state that it may be beneficial to obtain opinion of you legal, tax and financial advisors.

Explanations below are only preliminary information and constitutes the purpose stated above and does not contain all provisions nor terms and conditions of the Agreement. Therefore, before signing the Agreement, we would like to remind you that it necessary for you consider the Agreement as a whole.

The terms used in the Pre-Briefing Form shall have the meaning ascribed to them in the Agreement.

Kind regards,

**HSBC Bank A.Ş.**

Esentepe Mahallesi Büyükdere Cad. No:128

34394 Şişli, İstanbul – Türkiye

Mersis No: 0621002428200197

Trade Registry No: 268376

Website: [www.hsbc.com.tr](http://www.hsbc.com.tr)

We would like to present the following terms and conditions of the Agreement, which you will sign for accounts that have been or to be opened by the Bank and for all banking services to be provided to the Customer, for your special consideration

1. HSBC Bank A.Ş. is referred to as "**Bank**" whereas you are referred to as "**Customer**" in the Agreement.
2. Articles 1 and 2 of the Agreement regulate "**Objective and Scope of the Agreement**" and "**Definitions and Abbreviations**" respectively and contains explanations and definitions. These explanations and definitions shall be read carefully as they are not repeated in the following agreements in the Agreement.
3. The terms of the Article 3 of the Agreement titled "**General Provisions**" regulates your basic cooperation obligations and may be against your interests.
4. The terms of Article 4 of the Agreement titled "**Opening and Operation of the Accounts**" contain general explanations relating to accounts that may be opened under the Agreement and general regulations relating to the operation of agreement and may be against your interest.
5. The terms of Article 5 of the Agreement titled "**Commercial Bank Card**" contain provisions you will be subject to if you are using a bank card and may be against your interest.
6. The terms of Article 6 of the Agreement contain provisions relating to "**Provisions Regarding Payment Services**". The said article specifically regulates the provisions regarding depositing money to the account, debiting transactions, types of payments services such as money order, remittance, EFT, SWIFT, payment orders to be made to you, remittance orders and automatic remittance/automatic payment orders and may be against your interest.
7. The terms of Article 7 of the agreement contain provisions relating to "**Digital Banking**". The said article should be read carefully as it governs your basic obligations regarding the products and services offered to you via Digital Banking Channels. The article specifically regulates provisions regarding electronic and mobile signature, usage and confidentiality of passwords, your responsibility in case the loss of passwords and user information, your responsibility while using internet banking, telephone banking and mobile banking and the Bank's responsibility for malfunctions during the provision of digital banking services.
8. The terms of Article 8 of the Agreement titled "**Fees, Commission, Expenses and Taxes**" regulates provisions regarding all kinds of fees, commissions, expenses, taxes to be taken within the scope of transactions and may be against your interest.
9. The terms of Article 9 of the Agreement titled "**Joint Terms**" regulates the provisions regarding change of account/branch, passwords and liability, product, service, transaction limits, Customer notifications about products, the Bank's right of pledge, imprisonment, clearing and off-setting, tax compliance, prevention of money laundering and financing of terror, fax instructions, assignment of receivables, evidence agreement and may be against you interest.
10. The terms of Article 10 of the Agreement contain provisions relating to "**Termination of the Agreement and Closure of Account**" and may be against your interest.
11. The terms of Article 11 of the Agreement contain provisions relating to "**Protection of Personal Data and Customer Confidentiality**" and may be against your interest.



The Agreement has 2 (two) annexes, namely, the Form on Notification Channels (Annex-1), the Form on Preferred Communication Methods Regarding Fees To Be Collected From Commercial Customers (Annex-2). It is essential that you read and evaluate the annexes and have sufficient information about their contents.

**Customer Statement:**

We hereby accept and declare that before signing the Agreement, we obtained, reviewed and considered this Pre-Briefing Form that contains explanatory information regarding provisions that are to the benefit of the Bank and the Agreement together with its annexes on ..... /..... /20.... and signed after knowing, understanding and accepting the provisions.

We received a copy of this Pre-Briefing Form which was prepared in two (2) copies from the Bank.

**CUSTOMER**

**HSBC BANK A.Ş.**

**Trade Name:** \_\_\_\_\_

\_\_\_\_\_ Branch

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

*Please print stamp or write the full trade name.*