



BANKING TRANSACTIONS AGREEMENT (COMMERCIAL)

Customer Number :

Customer Name :

HSBC Bank A.Ş.
MERSIS Number: 0621002428200197
Esentepe Mah. Büyükdere Cad. No: 128 Şişli/İstanbul 34394
www.hsbc.com.tr

Model no : 914-00004 /08.21 / IT42 issued by HSBC Bank A.Ş.

This Agreement is dated and has been executed by and between HSBC Bank A.Ş. registered with İstanbul Trade Registry with registration number 268376 and MERSIS number 0621002428200197 and resident at Esentepe Mah. Büyükdere Cad. No. 128 Şişli/İstanbul (the "**Bank**") and registered with Trade Registry with registration number and MERSIS number resident at (the "**Customer**") (The Customer and the Bank shall hereinafter individually be referred to as a "**Party**" and together as "**Parties**") to include the following terms and conditions.

1. OBJECTIVE AND SCOPE OF THE AGREEMENT

- 1.1 The provisions of this Agreement regulate the terms and conditions of all accounts opened or to be opened with the Bank in the name of the Customer, as well as all banking services that are provided to the Customer by the Bank. Parties hereby agree that the provisions of this Agreement shall replace the former agreements of the same scope previously executed between the Parties and that the accounts opened with the Bank in the name of the Customer before the signing date of the Agreement shall be subject to the provisions of this Agreement.
- 1.2 By executing of this Agreement, the Customer hereby agrees to be subject to both the general provisions and special provisions concerning each product that the Customer will benefit from, and that the Agreement, together with its additional documents and forms, shall constitute a whole. The execution of the Agreement by the Customer shall not mean that the Bank is obligated to offer services and products set out under this Agreement.
- 1.3 Unless a separate Banking Service Agreement is executed, the provisions of this Agreement shall be deemed applicable in case there are or there will be more than one deposit account in the same or different type with the Bank and the procedures and principles under this Agreement shall apply to renewal of these deposit accounts.
- 1.4 All kinds of agreements, undertakings, instructions, forms and other documents that are not regulated under the Agreement but executed by the Customer for the performance of relevant banking services by the Bank shall be deemed an integral part of this Agreement.
- 1.5 Although not regulated under this Agreement, the provisions set forth herein shall be applicable to new products and transactions (i) that the Bank offers in practice or to be offered by the Bank in the future and (ii) that the Customer is or will procure from the Bank.

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2. DEFINITIONS AND ABBREVIATIONS:

ATM: Refers to automatic cash withdrawal machines where the Customer can make such transactions by using their plastic card/cards and password.

BITT: Refers to Banking and Insurance Transactions Tax.

Affiliated Person: Refers to a person or entity whose information (including Personal Data or tax information) has been provided by or on behalf of the Customer to or obtained by any HSBC Group member in any other way within the scope of the provision of services. In case of the Customer, it refers to, including but not limited to, the surety, guarantor, manager or officers of the Customer, its suppliers and customers, qualified shareholders (who hold, directly or indirectly, shares constituting ten percent or more of the partnership's capital or voting rights or that, despite being below the foregoing ratio, having the privilege to nominate any members to the board of directors), its auditors, the owner of a certain account, the recipient of a certain payment, the Customer's representative or agent, or any other subsidiaries with which the Customer has a relationship arising from its banking relationship with the HSBC Group.

Bank Card: Refers to the commercial bank card enabling the use of banking services, including the use of deposit accounts or private current accounts.

Banking Law: Refers to the Banking Law No. 5411.

BRSA: Refers to the Banking Regulatory and Supervisory Authority.

BİST: Refers to Borsa İstanbul Anonim Şirketi (Istanbul Stock Exchange).

Cheques Law: Refers to the Cheques Law No. 5941.

Digital Banking Channels: Refers to digital environments through which the Bank offers products/services other than its branches, such as internet banking, call center, ATM and Kiosk transactions.

HSBC Group: Refers to HSBC Holdings Plc and/or its affiliates, subsidiaries, joint ventures and all their branches and offices. The term "any HSBC Group member" refers to the same meaning.

IBAN: Refers to the International Bank Account Number that the Bank has to issue for the Customer's account.

Business Day: Refers to days on which banks are open to operate in the Republic of Türkiye (except Saturdays-Sundays and public holidays, as well as in other cases listed in Clause 9.9).

Personal Data: Refers to all kinds of personal information of a person or legal entity that can reveal their identity, including but not limited to name, title, residential address, contact information, age, date of birth, place of birth, nationality, financial status, citizenship and marital status, and information on legal entities located in countries where legislation on data protection is applicable to companies.

FCIB: Refers to the Financial Crimes Investigation Board.

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Customer: Refers to person(s) whose account is opened with the Bank in the name of it/them and that is authorized to dispose any account opened under this Agreement.

RUSF: Refers to the Resource Utilization Support Fund regulated by the Communiqué on Resource Utilization Support Fund (Series No: 6) Regarding the Decree No. 88/12944 dated 12.05.1988.

PPDL: Refers to the Law on the Protection of Personal Data No. 6698.

Fee Schedule: Refers to the table provided to the Customer by the Bank that lists fees being set for the services offered by the Bank.

Money Transfer: Refers to remittance, internal transfer, EFT, SWIFT transactions.

POS: Refers to the machine used by the store for purchases made via plastic cards and through which the card is passed through to send the card information to the Bank for getting provision from the Bank.

SMS: Refers to short messages sent via mobile phones.

Agreement: Refers to this HSBC Banking Transactions Agreement (Commercial).

Takasbank: Refers to İstanbul Takas ve Saklama Bankası Anonim Şirketi.

TBA: Refers to the Turkish Banks Association.

TCL: refers to the Turkish Criminal Law No. 5237 published in the Official Gazette dated October 12, 2004 and numbered 25611.

CBRT: Refers to the Central Bank of the Republic of Türkiye.

TRY: Refers to Turkish lira.

SDIF: Refers to the Savings Deposit Insurance Fund.

3. GENERAL PROVISIONS

3.1 Bank's Obligation to Inform

3.1.1 Customer has the right to obtain an executed copy of this Agreement from the branch where the accounts are held.

3.1.2 The Customer can obtain a copy of the Agreement from every branch of the Bank, and an electronic copy of the text is also available on the www.hsbc.com.tr website. If the Customer wants to obtain information on the Agreement, the Bank is obligated to make all kinds of explanations on this matter and to enlighten the Customer.

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- 3.1.3 Provisions of the Agreement cover all accounts opened and to be opened with all branches of the Bank in the name of the Customer.
- 3.1.4 The Customer agrees that the Bank will send information messages about products or services, as well as information about collections and similar content in writing, via communication channels such as e-mail, voice calls, letters etc., or via data storage in cases stipulated by the legislation.
- 3.1.5 The Customer may refuse to receive commercial electronic messages regarding products or services via electronic communication means at any time or change its preferences in communication tools.

3.2 Cooperation Obligation of the Customer

- 3.2.1 The Customer agrees and undertakes to comply with all applicable laws including those will come into force during the period of procuring banking services from the Bank.
- 3.2.2 The Customer accepts, declares and undertakes to provide all documents required by the Bank from time to time in accordance with the laws of the Republic of Türkiye. In the event that the Customer is a foreign entity or such documents are prepared in another language, the Bank is entitled to request these documents to be certified by Turkish consulate or, if the Hague Convention dated October 6, 1961 is applicable, apostilled and be translated by a sworn translator and notarized or have such documents translated *ex officio* by the Bank.
- 3.2.3 The Customer shall notify the Bank immediately in the event of a change in any information provided by the Customer to the Bank, and submit the duly prepared documents required by the Bank with respect to such change.
- 3.2.4 The Bank shall be entitled to require the Customer to provide or evidence the source of the cash, securities or other assets deposited by the Customer.
- 3.2.5 The Customer accepts, declares and undertakes that all information provided to the Bank in order for the Customer to procure services under the Agreement is complete and accurate. The Customer shall be responsible from the loss arising from the incorrectness, faultiness and incompleteness of the information on which the Bank relied on to execute transactions.
- 3.2.6 The Bank may request from the authorized representatives of the Customer to present an identity card or other official identity card for each transaction and reserves the right to not perform any transaction in case the authorized representatives of the Customer fails to submit such documents.
- 3.2.7 Only the persons who are notified to the Bank to have powers to enter into transactions on the Accounts by submitting their signature specimen and other documents requested by the Bank shall be deemed authorized by the Bank and may carry out transactions that are binding on the Customer. The representative authority of these persons shall be valid and applicable on the Bank until any change or amendment is expressly notified in writing by the Customer to the Bank along with the required legal documents by ensuring that there will be no doubt in such notification. The Bank shall review such instructions and notices sent by the Customer to the Bank with respect to

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the said change with due care and diligence, and shall refuse to execute those ambiguous or unclear instructions and notices, provided that it shall give a notice to the Customer in this respect. Any publication in the Turkish Trade Registry Gazette or elsewhere shall not be binding on the Bank's part unless and until it is notified by the Customer to the Bank.

- 3.2.8 The Bank shall check the identity details and signatures of the Customer and its authorized representatives by comparing them with the signature specimen already delivered to it. However, the Bank shall not be held responsible for a similarity in signatures not conspicuously noticeable at first sight (*prima facie*) in the course of that process. The Bank reserves its right to request signature before its presence. The Bank shall not be obligated to investigate the authenticity of the originals or copies of documents, which are delivered to it for the execution of a transaction on the account nor shall it be held responsible for the consequences arisen due to any forged document.
- 3.2.9 The Customer agrees that in cases where there are more than one authorized representative of the Customer whose authority is not specified as being individual or joint, each representative shall be deemed to have the authority to act individually.
- 3.2.10 In case of an issuance of a bearer share certificate, the Customer agrees to immediately notify the Bank relating to the decision on the issuance, as well as the identity, address and shareholding information of the shareholders in order to confirm the Customer's final shareholding structure. In the event of any transfer of the ownership of the current bearer shares, the Customer shall immediately notify the Bank on the identity, address and shareholding information of the natural and/or legal persons who have taken over bearer share/shares and provide any information and document the Bank may request relating to the transfer. The Bank shall reserve the right to close the Customer's accounts as per provisions of this Agreement in case the Customer fails to fulfill this obligation.

4. OPENING AND OPERATION OF THE ACCOUNTS

4.1 General Provisions

- 4.1.1 The account of the Customer shall be opened after the execution of this Agreement by the Parties. It is at Bank's sole discretion to decide whether or not to open an account upon the Customer's request in this respect. The existence of an account at the Bank belonging to the Customer or the existence of a completed application form for opening an account does not constitute an undertaking to open an account to the Customer by the Bank.
- 4.1.2 The Customer may not transfer or assign its rights and obligations regarding the account to a third party without the Bank's approval.
- 4.1.3 Unless otherwise requested by the Customer, the Bank shall deliver the passbook to the Customer to open an account. Passbook may be issued in hard copy or electronically depending on the preference of the Customer. If the Customer does not want to receive the passbook, it agrees to submit this request to our Bank in writing.

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4.2 Demand Deposit Accounts:

- 4.2.1 A demand deposit account is an account from which the existing balance in the account may be paid by the Bank upon the Customer's request at any time without setting out a maturity and on which the Customer is entitled to disposite on the account at its discretion. The Customer may withdraw the deposit themselves or may authorize another person to withdraw a deposit directly or with its instruction, as deemed appropriate by the Bank or, without prejudice to the provisions of Article 60 of the Banking Law, may transfer the deposit to an account of the Customer or a third party with another Bank in Türkiye or abroad.
- 4.2.2 The Bank shall be entitled to determine whether to accrue interest on the funds deposited into a demand deposit accounts. Interest may be accrued on the demand deposit accounts at rates set forth under the laws if agreed upon by the Bank and Customer. In the event that the Parties agree upon the accrual of interest, interest amounts are added to the principal at the end of the year. In the event of a change in the interest rates by applicable laws or by the Bank, the new interest rate shall become effective upon declaration of new interest rate by the Bank.
- 4.2.3 The interests to be accrued to demand deposit accounts shall be calculated on a daily basis and over 365 (three hundred and sixty five) days, unless there is a specific regulation regarding the relevant type of account. However, in case of a leap year (once in every four years), it shall be calculated over 366 (three hundred and sixty six) days.
- 4.2.4 Without prejudice to the provisions of Turkish Civil Code No. 4721 regarding right to pledge and right of retention, and to the provisions of the Turkish Code of Obligations No. 6098 concerning transfer, assignment, and set-off of receivables and authorities granted and obligations imposed by other applicable laws, the Customer shall be entitled to withdraw the balance at the demand deposit accounts upon its request.

4.3 Time Deposit Accounts:

- 4.3.1 A time deposit account is the type of an account in which an interest over the principal, not less than the amount declared by the Bank, is accrued at the rate provided by the Bank at the end of a predetermined period.
- 4.3.2 The Bank shall announce the interest rate applicable to time deposit account, which shall not exceed the maximum interest rates determined by the Banking Law, the regulations of the CBRT and other applicable laws, and shall not amend the interest rate applicable until its maturity.
- 4.3.3 If the Customer requests to withdraw funds from the time deposit accounts prior to the maturity, the Bank, without prejudice to the obligations arising from the legislation, shall be entitled whether or not to accept this request, to accrue interest on the funds withdrawn and/or left in the account, to apply the interest applied for demand deposit accounts or any other interest rate deemed appropriate, to set different interest rates in terms of the time and/or amount withdrawn from the account.

- 4.3.4 Variable interest rate may be applied to time deposit accounts with a maturity of three (3) months or longer for TRY deposits and to those with a maturity of more than six (6) months in foreign currency deposits, in accordance with the applicable laws.
- 4.3.5 The said interests to accrue on time deposit accounts will be calculated on a daily basis over 365 (three hundred and sixty five) days, unless there is a specific regulation regarding the relevant type of account. However, in case of a leap year (once in every four years), the calculation shall be made over 366 (three hundred and sixty six) days.
- 4.3.6 The Bank reserves the right not to open a time deposit account for amounts below the minimum deposit amount announced by the Bank. For the time deposit accounts, if there is no instruction received from the Customer to transfer the principal and the accumulated interest to a specified demand deposit account on the day the term expires and the relevant time deposit account is not closed until the close of business on that day, then:
- (i) in the event that the new maturity date falls into a day that is not a Business Day and the Customer gives an instruction for the maturity to be postponed to the next Business Day, the time deposit account is deemed to have been renewed with a new maturity date and over the interest rate applicable by the Bank on the renewal date.
 - (ii) in the event that the Customer does not give an instruction for renewal of the maturity date, the time deposit account shall be deemed to have been renewed at the same maturity and over the interest rate applicable by the Bank on the renewal date of maturity.

In both cases mentioned above, the right of the Customer to request payment from the Bank at the end of the maturity shall be over the amount to be calculated over the interest rate on the opening date of the time deposit account, or, if the time deposit account is extended, on the date it is extended to.

- 4.3.7 In case of renewal of the time deposit accounts, the terms of the Agreement executed by the Customer shall remain in full force and effect unless otherwise instructed by the Customer in writing.

4.4 Foreign Exchange Deposit Accounts

- 4.4.1 Without prejudice to the applicable laws, all transactions related to accounts opened or to be opened in foreign currency shall be made in the currency in which the account has been opened. However, transactions with respect to these accounts may be made in any currency other than the currency of the account if the Bank deems this appropriate upon the Customer's request. The Bank shall take the foreign exchange rate applicable by the Bank on transaction date as a basis for the calculation.
- 4.4.2 During internal transfers made between the Customer's foreign exchange deposit accounts, difference between exchange rates and the BITT that may arise due to conversion of foreign currencies shall be paid by the Customer.

- 4.4.3 For foreign exchange deposit accounts, the terms and conditions of the demand deposit accounts or time deposit accounts set out herein shall apply according to the type of the account.
- 4.4.4 The Customer may withdraw the amount in the foreign exchange deposit accounts only with a cheque issued on the Bank or has a right to disposition with a written instruction. The amount specified in the cheque and/or written instruction must be in the currency of the account. However, by applying the provisions of the relevant clause, the Bank may accept cheque or transfers that are in currencies other than the currency of the account.
- 4.4.5 All damages that arise/may arise as a result of the implementation of the legislation on foreign exchange deposit accounts shall be borne by the Customer, and the Customer shall not be entitled to claim against the Bank due to any change in the legislation that restrict or remove the Customer's right of disposition on these accounts.

4.5 Overdraft Accounts

- 4.5.1 The Bank may open an overdraft account for the Customer which have executed this Agreement, to meet the Customer's short-term cash needs, if it deems the Customer's request appropriate. Overdraft account is a short-term loan functioning as a demand deposit account that can be used through the services stipulated in this Agreement to pay the fees arising from HSBC commercial card, credit card and/or commercial credit, invoice, cheque, insurance premiums and loan fees, to execute automatic/regular payment orders, Money Transfer orders and similar transactions or directly meeting cash needs, and where its balance becomes negative within the limit to be determined separately by the Bank, and is linked to a demand deposit TRY account. Overdraft account functions as a current account.
- 4.5.2 The interest to be accrued by the Bank on an overdraft account loan shall be charged at the rate determined by the Bank provided that it does not exceed the maximum interest rates announced by the CBRT, and the expense tax and fund at the rates determined by the official authorities for this loan, or fees determined that are either specified in this Agreement or announced on the Bank's website or by other methods, shall be accrued.
- 4.5.3 Except for cases where it may create a risk to the Bank or the Customer, by giving a notice at least 15 (fifteen) days in prior, as permitted by the legislation, The Bank is entitled to open one or more current accounts, to reduce the limits of current accounts by taking into account the loan allocation conditions such as the Bank's lending policies, the Customer's loan performance and financial structure, to reopen current accounts whose limit is reduced to zero and to make transfers between the accounts of the Customer.
- 4.5.4 If there is a balance on the TRY demand deposit account to which the overdraft account is linked, the transactions can be made from this balance. In case there is no balance, transactions shall be made based on the credit limit. All amounts deposited into the TRY current deposit account shall be first off set against this overdraft account debt. The interests accrued may be collected by the Bank from the overdraft account limit if there is not sufficient amount in the account of the Customer. The Bank, by notifying the Customer in advance, may limit the use of the overdraft account limit only for certain transactions, instead of all transactions.

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- 4.5.5 The Customer agrees that, in cases where the current account balance is insufficient, the remittance orders and payment orders it has given may be executed by using the loan allocated for the overdraft account in accordance with the provisions of this Agreement regarding remittance transactions.
- 4.5.6 The Bank shall be unilaterally authorized to allocate an overdraft account limit, whether or not to allow the Customer to use the specified limit, to increase or decrease the limit allocated, to suspend, cancel and/or accelerate the loan. The Bank can exercise any of these authorities at any time by notifying the Customer. Where the loan limit allocated by the Bank changes, the revised limits shall become effective as immediately, even if the notification made by the Bank has not yet delivered to the Customer. If the overdraft account is cancelled by the Bank without any reason at any time, the Customer shall pay all debts arising from this account in accordance with the provisions of this Agreement. The Bank may charge a new loan allocation fee for any loan utilization exceeding the credit limit allocated for the overdraft account.
- 4.5.7 Compound interest, BITT and RUSF shall be applied at the rate announced by the Bank by charging interest on the overdraft loan and compounding it with the principal amount. Interest accrues on a monthly basis over this account, unless a change to the contrary is notified in the account statement issued by the Bank. If the interest accrues on a monthly basis, then the Customer shall also pay the interests on a monthly basis. The interest calculation shall be made based on the number of days from the date on which the Customer utilized the loan (i.e., on the date the balance becomes negative), and the interest accrual shall be made by the Bank on the last business day and/or the last day of each period. The accrual of interest in the account shall occur automatically; however, the fact that the Bank does not transfer the interest accrual for any month to the account records of the Customer shall not mean that the interest accrual for that month has been waived. The Bank may unilaterally change the accrual, payment periods, days of the interest and/or change the period in which the interest will be accrued by giving a prior notice to the Customer, and these changes will become effective immediately.
- 4.5.8 The Customer requests that the expenses related to debts, installment amounts, guarantees, insurance premium costs and any fees, commission fees and expenses that must be paid or will be paid within the scope of this Agreement or any kind of agreement, undertaking or demand that is executed and/or will be executed with the Bank, shall be collected by the Bank from the Customer's overdraft account without needing a separate instruction from the Customer, in case there are insufficient funds in the deposit accounts.
- 4.5.9 The loan allocated to the overdraft account can be used through ATMs, branches or alternative distribution channels determined by the Bank.
- 4.5.10 The Customer shall be obligated to pay the minimum payment amount specified in the overdraft statement until the last payment date (the last day of each month); otherwise, the Customer shall be in default. If the installment term of the last payment date is not a Business Day, then the payment can be made on the first following Business Day. The minimum payment amount shall be the sum of the overdraft account interest and related fund and tax amount accrued on the overdraft account's statement cut date (last calendar day of each month) and 10% of the principal debt as of that date. In addition, the Customer hereby accepts, declares and undertakes that the Bank may unilaterally collect the minimum payment amount from the overdraft account or from another

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account that the Customer shall pay the minimum payment amount immediately and in full upon first demand of the Bank, if such amount cannot be collected on the last payment date, and that if the Customer does not pay the minimum payment amount for three consecutive periods, then the account will be closed and all liabilities to be reflected to the overdraft account, including fees, expenses and taxes arising therefrom, shall become due immediately.

- 4.5.11 The Customer hereby agrees that if the principal interest and default interest rates applied by the Bank are increased by the CBRT within the scope of the relevant legislation, the principal interest and default interest rates may be increased up to the maximum limits determined by the CBRT without a separate notification, and if the principal interest and default interest rates are reduced by the CBRT, then the interest rates can be reduced according to the maximum interest rates determined by the CBRT, without prior notification. In addition, the Customer accepts that if the Bank determines a rate below the maximum contractual and default interest rates determined by the CBRT, then the Bank may increase such rates up to maximum interest rates determined by the CBRT via announcing it on the Bank's website due to reasons, including but not limited to, decisions taken by the official authorities or changes in market conditions, increase in resource / loan costs, operational costs, the cost of providing the service, or in line with the market conditions.

4.6 Cheque Account

- 4.6.1 When opening a cheque account or purchasing a new cheque book, the Customer shall, each and every time, provide the Bank with a written statement to the Bank as to whether it is a merchant or a craftsman and that there is no prohibition regarding the Customer on issuing cheques and opening a cheque account. The Customer declares and accepts that in this statement, it will state that persons, who work in the management of the legal entity as representatives or authorized signatories, are also not prohibited to issue cheques and open cheque accounts.
- 4.6.2 In the event that the Customer requests to open a cheque account, the Bank shall take the signature of the person authorized to represent the Customer, provided that the Bank determines that there is no prohibition on opening a cheque account regarding the Customer and that the Bank carries out the necessary research to determine the economic and social situation of the Customer. The Bank may issue a chequebook to the Customer for it to use the cheque account.
- 4.6.3 The Customer accepts, declares and undertakes that it will use the cheque sheets specially printed by the Bank in accordance with the Turkish Commercial Code No. 6102, the Cheque Law and other applicable legislation. If the Customer is a legal entity merchant, then cheque accounts to be opened in the name of the Customer's shareholders that are real persons, real persons to whom the shareholders are related or under the influence of the Customer or its shareholder, and real persons acting in the management of the Customer or representatives of the Customer shall be deemed to belong to the Customer provided that such accounts are associated with the Customer or its business. The Customer agrees that it is obligated to be aware that, from the moment the printed bearer cheques are provided to it, it must use the printed bearer chequebook sheets to issue bearer cheques. The Customer shall be obligated to take the necessary precautions to duly retain the chequebook and its leaves.

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- 4.6.4 In the event that the cheque sheets and cards become unavailable for use, or the cheque account at the Bank is closed, or even though the cheque account is not closed, upon the Bank's request for any reason, the Customer shall be obligated to immediately return to the Bank all unused cheque sheets in its possession.
- 4.6.5 The Bank shall not close the cheque account unless all cheques provided to the Customer are returned/delivered to it. In the event that a decision is made about the prohibition of issuing cheques and opening a cheque account, the Customer agrees that it is obligated to list the cheques, which have been issued and have not yet been collected, to the Bank, together with the date of issue, amount and, if any, the beneficiaries of the cheque, within 10 (ten) days from the date of notification.
- 4.6.6 In the event that cheques used by the Customer are not compensated, the Bank's rights to pledge, retention, netting and set-off regulated under the clause titled "Rights to Pledge, Retention, Netting and Set-off of the Bank" of this Agreement are reserved. In the event that the cheques are partially or completely dishonored, bearing the number of cheque sheets in the possession of the Customer, the Bank may request the amount which is legally obligated to pay by the Bank, to be deposited with the Bank, in order to constitute the guarantee for the amount obligated to be paid to the bearer of the cheque within the scope of the Banking Law, the Cheque Law and other relevant legislation. Cheques paid inadvertently by the Bank for bad checks are considered open loans and the provisions of this Agreement relating to default shall be applicable. The Bank shall not be obligated to investigate whether there is sufficient balance in other accounts of the Customer other than the cheque account. In addition, the Bank has the discretion to make transfers between the accounts of the Customer within the scope of the provisions of this Agreement.
- 4.6.7 The Bank may pay cheques that it, in its sole discretion, deems to meet the legal requirements. During the payment of the cheque, the Bank is authorized to search the identity of the cheque holder by requesting the documents it deems appropriate. If the Bank concludes that the identity of the cheque or cheque holder is suspicious, then it is authorized not to pay the amount stated on the cheque. The costs of paid cheques are debited to the Customer's account.
- 4.6.8 If permitted by the legislation, the Bank does not have to wait for the maturity date of a postdated cheque issued by the Customer, and when such cheque is presented, the Bank shall pay the amount stated on the cheque, provided that sufficient funds are debited in the account. If there is no sufficient funds, the cheque is returned to the holder to be submitted on the date of issuance on it.
- 4.6.9 The Customer is aware that it is exclusively liable for protecting and keeping the cheques delivered to it, and that it will be bound by any legal, financial and criminal liability and consequences arising from the loss, theft or forcible receipt of the cheques, any seizure and/or use by third parties. The Customer shall be personally liable for all damages and consequences that may arise from cheques that are misused due to the loss of the cheque sheets or their reckless arrangement. The Customer agrees that in the event that all or any of the cheque sheets are lost or stolen, the Bank shall in no way be held liable for the payments that the Bank may make until the submission of the injunction/cancellation decision to be taken by the court to the branch where the account is located, and the Bank shall not be liable for the results of the instruction.

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- 4.6.10 In the event that foreign currency cheques are issued for cheques provided in connection with a TRY account or when TRY cheques are issued for cheques provided in connection with a foreign currency account, if there is sufficient fund in another currency deposited in the account to pay partially or completely the amount stated on this cheque and if there is no payment provision in same currency stated on the cheque or if the holder accepts it, then the Bank may pay the amount stated on the cheque by converting with arbitrage at the Bank's foreign exchange buying rate, according to the type of transaction. The Customer agrees that it is not required to obtain an additional request from the person who submitted the cheque in case of such conversion. Moreover, the Customer also agrees that the Bank is not obligated to carry out these transactions.
- 4.6.11 If the Customer requests a blocked cheque issued by the Bank or itself, it shall deposit the amount of the cheque to the Bank in cash and at once, and that the deposited amount is pledged in favor of the Bank in return for the blocked cheque and ultimately transferred to the Bank. The Customer accepts that it has no power of disposition and/or demand on the pledged amount and its interests, if any, as long as the pledge is not removed by the Bank and that the pledge is registered to records, that when a blocked cheque is submitted, the amount of the cheque shall be paid from the pledged blocked amount and that this provision shall be in the effect of a pledge agreement for any blocked cheque to be issued.

4.7 Bills of Exchange Sent to be Collected

- 4.7.1 The Bank shall record the face value of the bills of exchange that have been transferred to the Bank for collection to the Customer's account after the permanent payment and collection. If the Bank has recorded the face value of bills of exchange as the Customer's receivables, the record keeping shall not create a claim for the Customer.
- 4.7.2 The Bank shall be authorized to deposit the face value of bills of exchange that are recorded before the collection from the account. The Customer accepts that such record is made by the Bank only for the systematic preferences. If the uncollected face value of bills of exchange are drawn from the account by the Customer, the Customer shall return the drawn amount upon the Bank's first demand along with the current interest ratio to be applied to the accounts payable for the days between when the sum is drawn and the day of repayment and along with exchange rate difference, if any.
- 4.7.3 The Customer accepts to submit the bills of exchange to be collected to the Bank by filling in deposit list of cheques and bonds and accepts that otherwise the Bank is entitled to refuse the collection of the bills of exchange.
- 4.7.4 The Customer shall be responsible for the control of the correctness of the bills of exchange submitted to the Bank for collection purposes. The Bank shall not be liable for the bills of exchange that do not possess the legal requirements or have any scratches, erasure, scraping and additions, forged signature, counterfeiting and for checking for any of these matters. However, if the Bank detects any deficiencies or defects in such manner, the Bank, at its sole discretion, may return the relevant bill of exchange to the Customer.

- 4.7.5 The Bank shall be deemed to have fulfilled its duty of submission by sending the bill of exchange to its related branch or correspondent bank. The Bank may send the bills of exchange in any manner the Bank deems appropriate. The Bank is authorized to give notice or warning or to exercise its right of recourse if the cheques submitted are not paid. The Bank shall not be liable for any damages that may arise from performing these transactions. The Bank may recourse to the Customer for any requests that can be made against it. The Bank shall take due care in keeping the cheques.
- 4.7.6 The Customer accepts that the collected amounts under the bills of exchange submitted for collection, of which the Customer is the beneficiary/holder, shall be credited as receivables, while the commissions, expenses and other deductions shall be debited to the Customer's account.
- 4.7.7 The Customer accepts that the Bank will not be liable for the delays and losses that might occur in the postal process during which the bonds/policies submitted for collection or cheques that are submitted to the drawee/corresponding bank/banks and/or the return of them to the relevant branch which are not attributable to the Bank, for the failure of protesting due to lack of adequate period of time between the delivery date and the maturity date, the legal requirements of the bonds/policies not being fulfilled or at the date of delivery to the Bank there are 15 (fifteen) days or less until the expiry thereof and when these bonds/policies must be collected by the corresponding banks.
- 4.7.8 In case the cheques submitted to Takasbank for collection are returned, the Customer accepts that the Bank will be authorized to perform all procedures that must be completed pursuant to paragraph 4 of Article 3 of the Cheques Law No. 5941, and to sign in order to complete the uncovered transaction on behalf of the Customer, and that the Customer shall not make any objection relating thereto.
- 4.7.9 The Customer agrees and undertakes to repay the debts in the same foreign currency arising from the payment made to it due to dishonored cheques or in case of a failure to collect them for any reason immediately upon the Bank's first written request, if the cheques issued on all foreign banks in a foreign currency are paid to it in TRY. Foreign currency purchase documents issued by the Bank due to the provision of foreign bank cheques cannot be used to close the foreign exchange deposit account unless the amounts of such cheques are actually collected. The Customer agrees that the liability under the provisions of the Law No. 1567 on the Protection of the Value of Turkish Currency, the Cheque Law and the relevant legislation on cheques shall be borne by the Customer.
- 4.7.10 In the event that the cheques and/or bonds given for collection are lost, the Bank shall take all legal actions relating to the cancellation of the relevant cheques and/or bills in the name of the Customer. The Customer can prepare the information and statements in relation to the cheques that it will deposit with the Bank and send them to the Bank electronically. In this case, the Customer accepts that it is will be obligated to deliver the cheques and the cheque inventory list generated by the system to the branch where the Customer's account is located, along with its payroll number. The Customer agrees to rely on the records of the Bank in case of disputes that may arise as a result of the electronic transmission of information and/or any malfunctions or errors that may occur in cheque entries.

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5. COMMERCIAL BANK CARD

- 5.1 The Customer can benefit from the accounts connected / to be connected to its card, and the facilities provided by way of ATM or POS within the limits determined by the legal regulations by using the Bank Card and password provided by the Bank. The Bank may operate the Bank Card with a system it has established and/or through an international card systems institution of its choice. The provisions of this Agreement shall continue to be applicable if the Bank Card is renewed. The Bank can use any name and/or design for the cards it issues and/or change them.
- 5.2 Bank Card shall be provided to the Customer upon its request and upon execution of this Agreement. However, execution of this Agreement shall not obligate the Bank to issue a Bank Card. The Bank shall have the discretion whether to issue a Bank Card to the Customer as a result of the evaluation of the Customer's request for a Bank Card. In cases where the Bank does not find it appropriate to issue a Bank Card, it shall notify this without having to provide any reasons.
- 5.3 The liability of the Customer, who has been given a Bank Card, shall begin as soon as it takes the possession of the Bank Card or as soon as the Customer becomes aware of the card number, if the card does not have a physical presence. The authorized signature band on the back of the Bank Card shall be signed by the Customer immediately upon receipt of the Bank Card. The Customer declares, undertakes and accepts that any financial, legal or criminal liability or obligation arising from not signing this part shall belong to it.
- 5.4 The Customer agrees that it will use the Bank Card in accordance with the applicable laws, including the Bank Cards and Credit Cards Law No. 5464.
- 5.5 The Bank Card shall remain valid until the last day of the month (including such day) indicated on it. The Bank Card cannot be used in any manner after the expiry date placed on it. If the Bank Card expires, the Bank may renew the Bank Card if it deems appropriate. The Bank shall have the right to unilaterally determine the usage period of the Bank Card.
- 5.6 The fees, commissions and expenses to be collected from the Customer depending on the use of the Bank Card are set out in the Fee Schedule. Except for the fees, commissions, expenses and taxes set forth in this Agreement and in the Fee Schedule, the Bank cannot request any payment from the Customer under any name depending on the use of the Bank Card and cannot make deductions from the Customer's account. In domestic and international foreign currency transactions, all kinds of debt records, together with its expenses, additional payments and commissions notified to the Bank in connection with the use of the Bank Card by the card system institutions where the Bank Card belongs to are reflected to the Customer by the Bank and debited to the Customer's account.
- 5.7 Foreign Currency Transactions: When a foreign currency transaction is made with the Bank Card, the exchange rate applied by the Bank at the time of the transaction shall be taken as basis to convert from a foreign currency to TRY, from TRY to a foreign currency and from a foreign currency to another foreign currency. Bank buying rate shall be taken into consideration to convert from foreign currency to TRY and Bank selling rate shall be taken into consideration to convert from TRY to foreign currency, and Bank cross rates shall be taken into account to convert from a foreign

currency to another foreign currency. These conversion rates shall be indicated on the Customer's bank statement.

- 5.8** The Customer shall be obligated to securely protect and retain its Bank Card and information regarding password, to not share this information with third parties and to take necessary precautions to prevent this information from being obtained by third parties. The Customer must notify the Bank immediately in writing or via the 0 850 211 0 111 phone line (or the phone line in use at that time) in the event that the Bank Card or password information is lost or stolen, or in the event that the Customer becomes aware of any transaction made against the Customer's will. The Customer is entirely liable for the storage, protection and security of the Bank Card and its password, and shall be liable for losses arising from illegal use within 24 (twenty four) hours prior to notification to the Bank, limited to TRY 150 (one hundred and fifty). However, this limit shall not be applicable in case of gross negligence or willful intention of the Customer, or, if the Customer does not immediately notify the Bank of this situation. The Customer may request to be insured for the upper liability limit of TRY 150 (one hundred and fifty), against liabilities for damages arising from illegal use within 24 (twenty four) hours prior to notification. The Customer agrees to pay the insurance premium.
- 5.9** All password changes made after the Bank Card and passwords have been delivered to the Customer shall be deemed to have been made by the Customer, and the Customer accepts any and all consequences arising from it. The Customer agrees, declares and undertakes that it will notify the Bank immediately in the event that the Bank Card and/or password is lost, stolen or come to the knowledge of third parties, and that it will be fully liable for the results of all transactions made prior to the notification made to the Bank.
- 5.10** The Customer may withdraw funds from its demand deposit account with the authorization given to it by the Bank together with a Bank Card with a card system and Visa Electron / Maestro / Cirrus logo on it, provided that it enters the password from any POS, pass the Bank Card through the POS, show its identity, sign a slip and/or use the ATM and comply with the related obligations for this.
- 5.11** If the Customer deposits cash from HSBC ATMs to its account, it agrees and undertakes that if there is a difference between the amount it will declare to HSBC ATMs and the records to be kept by the branch officials according to the funds released from the deposit envelope during the opening of the envelope, the amount determined by the branch officials shall be taken as basis. Funds deposited through the ATM can only be withdrawn after it is counted and accepted by the Bank and transferred to the account. Only for deposits made from online deposit ATMs that accept cash directly, without envelope in deposit transactions, the amount requested to be deposited shall be transferred to the Customer's account following the money counting, the person's confirmation to the deposit transaction and the completion of the deposit transaction by the online deposit ATM.
- 5.12** With the Bank Card, the Customer can execute transactions with a card at the desk of the Bank's branch to be established for this service. In this case, as in HSBC ATMs, the Customer shall be deemed to have accepted the transaction and its results by confirming the transaction made by the staff at the desk with a verbal request by passing a Bank Card from the device at the desk and/or entering its password. The Bank may unilaterally change the transaction principles regarding this service by informing the Customer.

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- 5.13 The Customer agrees that the value of funds deposits to be made via HSBC ATMs during working hours and funds withdrawals/deposits to be made after working hours shall be executed on the next Business Day; and that the value of funds withdrawals made on weekends and holidays shall be executed on the preceding Business Day; and that the value of deposits shall be executed on the first Business Day following the transaction day.
- 5.14 As the Customer has the opportunity to monitor the transactions made with the Bank Card from the ATM or Online Banking at any time, it hereby requests that the account transaction statement and/or statement of account be sent only upon its instruction.
- 5.15 Customers having a Bank Card, can authorize a person stated in its instruction who has another Bank Card and have its account(s) linked to that person's Bank Card, by giving an instruction to the Bank.
- 5.16 The Customer agrees that, in order to enter into transactions with the Bank Card, an additional Bank Card shall be printed on behalf of persons authorized by the Customer, of which the Customer provided its credentials; and the user password of such additional bank card(s) shall be submitted in the users' name and account to the Customer and/or its authorized representatives ; and that on the front of additional Bank Cards to be printed on behalf of authorized representatives of the Customer shall have both the Customer's title and the name of the authorized representative; and that the Customer permits the authorized representatives to use the additional Bank Card as they wish, at any time and in any amount, without any restriction or limit; that the Customer is fully responsible for all transactions to be made with the additional Bank Card and its password.
- 5.17 The Customer agrees that the Bank may unilaterally suspend the Bank Card service, due to reasons such as security, breach of the Agreement and for any other reasonable cause, for all customers or for the Customer only, by notifying the Customer; and that the Customer shall not claim any damages due to the unilateral suspension of this service by the Bank; and that the Customer is aware that the service may also be interrupted for technical reasons; and that the Customer foresees all of these matters when executing this Agreement.
- 5.18 The Customer may obtain detailed information regarding the use of the Bank Card in writing, via the phone 0 850 211 0 111 (or the phone in use at that time) or at www.hsbc.com.tr.
- 5.19 The Bank notifies any changes made by the Bank concerning the Bank Card's application to the Customer with the account statement. Related changes take effect starting from the last date of payment for the period in which the notice is served. If the Customer continues to use the Bank Card after the last date of payment for the period that the notification belongs to, the Customer shall be deemed to have accepted the relevant changes.

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6. PROVISIONS REGARDING PAYMENT SERVICES

6.1 General Provisions

- 6.1.1 With this clause, the services to be provided by the Bank regarding money transfers under the provisions of the Law on Payment and Securities Settlement Systems, Payment Services and Electronic Money Institutions and the relevant legislation are as follows, and all of these services are provided in the currency of our Bank: (i) EFT, money order and debt payment transactions made by credit card, (ii) depositing money to the payment account, withdrawing money from the payment account and all transactions required for the operation of the payment account, (iii) transfer of the funds in the payment account of the Customer, all Money Transfer transactions, including direct debit transactions, one-off transactions, payment transactions made with a payment card or similar instrument and regular payment orders (money order, EFT, SWIFT, fast money transfer, etc.), (iv) the issuance or acceptance of the payment instrument, (v) payment transactions made by the Customer to the party providing the goods or services through an information or electronic communication operator operating as an intermediary, where the consent for the payment transaction is given through internet banking, mobile banking and any similar information or electronic communication device, (vi) transaction to intermediate bill payments (electricity, telephone, water payments made in return for services offered to meet needs such as natural gas, taxes, duties, fees, social security premium payments and related penalties).
- 6.1.2 Customer shall be obligated to provide the Bank with the following necessary information in case of an order of payment given to the Bank concerning money transfer, remittance, EFT, SWIFT transactions so that the order of payment shall be executed:: name, surname or title information of the relevant order of payment recipient; Turkish identification number (*TCKN*); Foreigner Identification Number (*YKN*); Tax Identification Number (*VKN*); IBAN, customer number or user code, credit card number, contact information (telephone, e-mail, etc.), bank name, branch name or branch code of the recipient bank, recipient address information; subscriber/installation number for bill payments; tax identification number (*VKN*) for tax payments; registration number for social security (*SGK*) payments; the amount and currency that will be subject to the order of payment and the information to whom the correspondent fee will be paid to, if any; the information requested by the Bank according to the nature of the transaction, and information on how the order of payment will be made; and other information that the Bank deems necessary.
- 6.1.3 The Customer may make orders of payment for Money Transfer from the ATM to other bank accounts until 16:30. Order of payment may be made for transfer to another bank account from HSBC corporate online banking channel until 16.30. Other orders of payments of bank accounts that shall be sent to the branch shall be forwarded to our branch until 15.30 at the latest. For orders of payment sent by the Customer to its account in another bank after that time, the Bank shall make the payment on the Business Day following the transaction. The Customer must deliver the orders of payment to the Bank branches for Money Transfer sent abroad until 14:00 at the latest. If it is decided to execute the payment order on a certain day, at the end of a certain period or on the day when the Customer deposits the funds for the payment to the bank savings, the agreed day for payment shall be considered the time of receipt of the payment order, and if the agreed day is not a Business Day, the order of payment shall be deemed to have been received on the following Business Day.

- 6.1.4 The Bank may, at its discretion, reject an order of payment given by the Customer as it deems necessary. In such a case, the Bank shall notify the Customer of the grounds for refusal until the end of the Business Day following the receipt of the order of payment. In the event that the grounds for the refusal of the order of payment by the Bank relate to the fact that the order regarding the order of payment is incorrect and/or incomplete, the Customer shall be notified until the end of the Business Day following the receipt of the order of payment, by stating how the errors that have caused the rejection can be corrected.
- 6.1.5 Fees to be paid by the Customer for payment services to be provided by the Bank shall also be announced at www.hsbc.com.tr.
- 6.1.6 In the event that the payment services are used via a device and/or application, technical and other features that the device/application needs to possess shall be determined by the Bank. As soon as the Customer becomes aware of a fraudulent use of the instrument of payment, the occurrence of an event that raises suspicion of unauthorized use, the payment instrument being lost or stolen or a transaction is made against the Customer's will, or an unauthorized or erroneously executed payment transaction, the Customer shall immediately notify the Bank and cancel the use of the relevant payment instrument. The Customer shall inform the Bank in writing or via a remote communication tool accepted by the Bank regarding the transaction in question. The Customer shall be obligated to take the necessary measures for the protection of personal security data related to the instrument of payment and to use the instrument of payment in accordance with the terms of use.
- 6.1.7 Following the cancellation of the payment instrument of payment of the Customer, the Bank shall send a new payment instrument the user upon the Customer's request.
- 6.1.8 As soon as it becomes aware of an unauthorized or otherwise erroneously executed transaction, the Customer shall notify the Bank of such transaction without delay and shall request correction of the erroneous transaction. In any case, the period during which the Customer may request a correction cannot exceed 13 (thirteen) months from the execution of the relevant payment transaction.
- 6.1.9 If the Customer fraudulently uses the payment instrument, or fails to fulfill its obligations regarding the safe use of the payment instrument intentionally or by acting with negligence, it shall be responsible for all losses that may be incurred due to the use of such payment instrument. In the event that the Customer does not take the necessary measures regarding the use of the relevant account, it shall be liable for all losses that may arise due to the use of the instrument of payment, including making the necessary notifications to the Bank, despite being aware of the loss or steal of the payment instrument, or any transaction made against the Customer's will.
- 6.1.10 The Bank's current exchange rates shall be applicable at the time of the transaction between the Bank and the Customer. Changes in the exchange rates of the Bank shall become applicable immediately by the Bank without notice.

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6.1.11 The Bank shall notify the Customer of the changes to be made in the section "Provisions on Payment Services" of this Agreement at least 30 (thirty) days before the date the changes will become effective. The Customer shall have the right to terminate the Agreement during this period without paying any fees. If the Customer does not raise any objections during such period, the amendments shall be deemed to have been agreed upon.

6.2 Authorization of the Bank and Customer's Right to Withdraw the Bank's Authorization

6.2.1 When the order for the execution of the payment transaction by the Customer reaches the Bank or the relevant transaction is approved by means of remote communication, the Bank shall be deemed to be authorized for the relevant payment transaction.

6.2.2 After the Customer authorized the Bank for the transaction, the Customer shall be able to withdraw the authorization it has given provided that the transaction has not yet been performed by the Bank. However, in order to cancel the automatic/post-dated payment service orders other than the direct debiting system, the Customer shall be obligated to withdraw the relevant payment order at the latest until the end of the Business Day preceding the due date of the relevant payment. The Bank may request a fee as announced at www.hsbc.com.tr for the withdrawal of the payment order.

6.2.3 The Customer may review the spending limits regarding the payment order it has given at www.hsbc.com.tr.

6.3 Bank's Failure to Fulfill the Payment Orders or the Erroneous Performance of Payment Orders

6.3.1 The Bank shall be liable to the Customer for sending the payment transaction to the buyer in accordance with the payment order. The Bank shall transfer the amount of the payment transaction to the account of the receiver's payment service provider within 4 (four) Business Days at the latest from the date of receipt of the payment order. If the receiver's payment service provider is located abroad, the Bank shall instruct its correspondent bank to transfer the amount of payment to the account of the receiver's payment service provider within 30 (thirty) Business Days except for holidays of the correspondent bank and the receiver's payment service provider. The Bank shall not liable for any delay that may occur due to the correspondent and/or the payment service provider of the receiver.

6.3.2 The Bank shall refund the Customer for any unrealized or erroneous part of the payment transaction without delay and shall reinstate the payment account if such amount has already been deducted from the payment account.

6.3.3 Upon request of the Customer, the Bank shall determine the reasons for the non-execution or erroneous performance of the payment orders given by the Customer as the sender and shall inform the Customer of the results, regardless of whether it is the Bank's liability.

6.3.4 The Bank shall liable to the Customer for the compensation of the interest and fees paid by the Customer due to the failure of the performance of payment orders or erroneous performance of payment orders, except in cases where such error was caused by the Customer.

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6.3.5 In the event of an erroneous overpayment by the Bank to the Customer or any withdrawal and/or transfer, EFT or money transfer on behalf of the Customer despite that there was no funds in the account at that time, the Customer shall immediately repay such amount to the Bank, together with the applicable default interest which shall incur starting from the date of the Bank's request for refund, together with any other ancillary amounts,.

6.4 Provisions on Remittance

6.4.1 Each remittance order given by the Customer shall contain information relating to the beneficiary, address of the beneficiary, amount to be remitted, details as to the bank and branch that will make the payment of the relevant amount to beneficiary, form of remittance and other information that must be stated under the applicable laws and the Bank requires in order to execute the remittance order. In the event that any part of this information is incomplete, inaccurate and ambiguous in a manner that would be considered suspicious, the Bank may request from the Customer to make necessary corrections and, if those corrections are not made, may refuse to execute remittance orders.

6.4.2 The Bank shall be liable for reasons such as failure to make the remittance on time, delay or failure in the arrival of the remittance to the beneficiary's account resulting from a systemic or technical malfunction as long as these are occurred by its negligence.

6.4.3 The Bank shall not be liable for its failure to perform the remittance if the account specified in the remittance order given by the Customer does not have sufficient balance and/or limit or the remittance is not accepted by the beneficiary.

6.4.4 Remittance requested by SWIFT, fax or telegram must also be confirmed by a signed letter or by an encrypted SWIFT message, fax or telegram of any branch of the Bank or a correspondent that the Bank accepts. The Bank shall duly execute the payment order through its correspondents.

6.4.5 It is essential that the remittance is sent free of any conditions and of explanatory information, except cases where otherwise required by law. In case of remittance received by the Bank, the statement made in the remittance by the sender shall not make the Bank an addressee of the relationship between the parties.

6.4.6 Upon the payment of the remittance fees to the beneficiaries, all of the responsibilities of the Bank regarding the remittance shall be terminated.

6.4.7 Any remittance to be made to the account in the name of the Customer or deliveries by third parties may be accepted by the Bank without notifying the Customer or may be recorded as a receivable to an account existing or to be opened in the name of the Customer at the Bank. For the avoidance of doubt, the Bank shall be authorized to collect any outstanding debts of the Customer against the Bank from the amount of the remittance. The Bank shall not be a party to disputes that may arise between the Customer and third parties due to transfers and deliveries sent by a third party to the account in such manner.

- 6.4.8 If the remittance date specified in the remittance order falls on a day that is not a Business Day, or the remittance order arrives after the hours announced by the Bank to make a transaction on the same day, then the Bank shall perform the remittance on the first Business Day following the remittance order.
- 6.4.9 The Bank may request transaction and brokerage fees from the sender of the remittance/EFT, and also, may request all kinds of fees set out under the law from the Customer.
- 6.4.10 The Customer agrees that the Bank may deliver/disclose the Customer's account number and address details instructed by the Customer for remittance transaction to be realized upon request of a bank/financial institution of final beneficiary or other banks/financial institutions mediating the remittance transaction for the sound conduct of services involving foreign exchange transfer.
- 6.4.11 If the Bank shall send a written notice in relation to the remittance amount in TRY or foreign currency to be received in the name of the Customer or sent to its account with the Bank, the Bank may return the remittance amount in case the sender of the remittance requests such amount to be returned for any reason until the written notice is served or the relevant amount is credited into the account. In cases where the abovementioned written notice is issued by the Customer or the relevant amount is credited into the account, the Bank may correct the remittance transaction *ex officio*, without obtaining the Customer's approval, for cases arising due to erroneous transactions, such as where the remittance is reported and credited inadvertently although the remittance belonged to a third party or there are repetitive remittances even if the remittance belongs to the Customer. With respect to such erroneous transactions, if the Customer uses the remittance amount without notifying the Bank and despite being aware or being expected to be aware that such amount does not belong to it, then the Customer shall repay the relevant amount along with the interest to be calculated based on the interest rate applied to overdraft accounts and accrued until the date of payment to the Bank.
- 6.4.12 The Customer shall keep its notification address up-to-date at all times by notifying the Bank of any change. Otherwise, the Bank shall return the remittance to the sender if the Customer does not collect the money transfer fee by applying to the Bank within 3 (three) days upon the notification sent to the Customer's address regarding the remittance to be received in the name of the Customer, or if such notification was not made for any reason.

6.5 Provisions on Automatic Remittance/Automatic Payment

- 6.5.1 The Customer may request the Bank to make invoice and similar payments automatically/regularly, the cost of which will be covered from the balance on the Customer's accounts at the Bank or from the limit established in the overdraft account if there is not sufficient balance in the Customer's accounts. The Customer may request automatic/regular payment order by submitting the information and documents requested by the Bank or by using the Digital Banking Channels services deemed appropriate by the Bank. If the information contained in the order/form changes after the Customer submits the executed automatic/regular payment order/form to the Bank, such changes shall be immediately notified to the Bank. Otherwise, the Bank shall take action based on the information in the current order/form.

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- 6.5.2 In order for the Bank to perform automatic/regular payment transactions, all necessary information, including the invoice information of the contracted organizations, must be submitted to the Bank completely and accurately. The Customer shall be responsible for amounts such as additional interest and expense that may arise from delays occurred due to incomplete or incorrect transmission of this information.
- 6.5.3 For the automatic/regular payment remittance, in the event that the Customer does not have the sufficient balance in its account for the full remittance amount and associated commission, tax and expenses, the Customer accepts that the Bank will make automatic/regular payment over the Customer's open/active overdraft account, if any. The Bank shall not perform the relevant automatic/regular payment transaction when the Customer's accounts do not have sufficient balance as well as the Customer does not have an open/active overdraft account.
- 6.5.4 The Bank shall have no liability for any delayed or failed remittance to the relevant account due to the fact that there are not sufficient funds and/or limit for such payment, or that an attachment or other restrictive measure was imposed on the account, as at the date of remittance specified in the Customer's instruction for automatic/regular payment; for cases where beneficiaries do not accept the remittance for any reason or any delays, disruptions or losses that may arise due to technical issues, communication issues or other similar reasons during performance of the transactions in accordance with this Agreement.

7. DIGITAL BANKING

7.1 General Provisions

- 7.1.1 In order for the Customer to benefit from the products/services to be offered through Digital Banking Channels, the Customer shall use channels such as the website, phone number, ATMs announced by the Bank and new communication channels such as the address and telephone number to be announced for new products and services in the future. The Bank may change the website, phone number, ATM addresses it has announced at any time by notifying the Customer. The Customer agrees that it will not use the change of its website, phone number, ATM addresses as an excuse for, and will not hold the Bank responsible for the damages, delays, disruptions that may occur due to these changes and that it will follow and become aware of such changes by itself. The Customer also agrees that the Bank may direct it to one of its branches and/or a phone call if the Bank deems necessary. The Bank may restrict the Customer to benefit from Digital Banking Channels even if the Agreement is executed or decide to have the Customer partially benefit from Digital Banking Channels at any time with a prior notice to the Customer, even if the Customer is already using such services. The Bank may change its online banking, mobile banking or ATM banking system, technical structure, transaction flow, security measures as it deems appropriate, in order to comply with the then current conditions at any time. Any such change shall become effective immediately and the Customer shall follow the changes on the Bank's website or ATMs. The Customer must comply with these changes for its own security, and to be able to use the relevant channel. The Bank may request from the Customer any document and information it deems necessary, including an application form, in order for the Customer to benefit from the products/services offered through Digital Banking Channels. The Customer shall satisfy such requests of the Bank in order to be able to use the Digital Banking Channels.

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- 7.1.2 Relevant accounts of the Customer with the Bank shall be listed in Digital Banking Channels. The customer shall make transactions by using any account it has at its discretion.
- 7.1.3 The Customer agrees that all the information provided to the Bank in writing or via verbal or electronic media regarding the products/services to be purchased from Digital Banking Channels is and will be accurate, complete and up-to-date, and that otherwise, it will be liable for any damages that may arise. In order for the Customer to benefit from mobile banking services and to request to send a message regarding the statement information or other information to the mobile phone, it shall first inform the Bank in writing of the mobile phone number to be used.
- 7.1.4 The Customer declares, agrees and undertakes that all intellectual rights pertaining to all kinds of visual and audio materials related to the products and services received from Digital Banking Channels and the presentation of these products and services belong to the Bank, that all rights pertaining to the Digital Banking Channels belong to the Bank, and that it is not allowed to use them without the permission of the Bank in any case. The Customer agrees that the copyright of the software that can be provided to the Customer by the Bank belongs to the Bank and that it will not copy or distribute such software in any way.
- 7.1.5 Although products and services are provided through Digital Banking Channels for 7 (seven) days and 24 (twenty four) hours a week, in accordance with the Bank's technical structure and security practices, the Customer shall be able to perform transactions on Digital Banking Channels within the limits and transaction hours specified by the Bank. The Bank shall not be obligated to perform any transactions outside of the specified limits and hours. Transactions to be made through Digital Banking Channels may also be executed without a signature, as permitted by the system.
- 7.1.6 Announcements made by the Bank through Digital Banking Channels shall qualify as a notification served to the Customer. The Bank may change the information about the products and services offered through these channels at any time.

7.2 Right to Benefit

- 7.2.1 The Customer declares, accepts and undertakes that only the Customer and/or user/users authorized by the Customer and specified in the application form can benefit from the products and services offered through Digital Banking Channels within the framework of this Agreement, and that these products/services will not be used by any other person. The Customer shall notify the Bank in writing of the authorized user(s), the transactions authorized by these user/users and the authorization limits of these user/users on each transaction. The Customer accepts that the user/users in question can perform transactions within the limits of its/their authorization(s) in the system and that the Bank will not be responsible for such transactions. The Customer shall be obligated to inform the Bank of the user(s) the authority of whom it wishes to change or remove. Upon the Customer's written notification, the Bank shall make the necessary changes regarding the access authorization of those user/users to the system within a reasonable period.

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7.3 Suspension and Closure of Service of Digital Banking Channel

- 7.3.1 The Bank may unilaterally suspend or close its services of ATM, online banking and all kinds of Digital Banking Channels at any time and with prior notice, and unilaterally change the types of transactions and services, transaction and service hours, transaction limits and the amount of fees to be collected within the scope of the service with prior notice through the relevant banking channels for security reasons and/or if it believes that the products and services offered through Digital Banking Channels are being misused and/or used for malicious purposes and/or without giving any reason. The Customer shall not claim any loss or damage if the Bank unilaterally suspends the service or change the types of transactions and services, transaction and service hours, transaction limits and fee amounts within the scope of the service. The Customer also declares and accepts that it is aware and approves in advance that the service may be interrupted for technical reasons a that it was informed by the Bank about the aforementioned issues while executing this Agreement.
- 7.3.2 In the event that the Customer's account at the Bank is closed, or the Customer does not use the services provided for 1 (one) year; is in breach of the provisions and obligations of this Agreement, is subject to legal proceedings, or fails to pay its due debts to the Bank or that there are other justified reasons, the Customer declares and accepts that the Bank may cancel the passwords of the Customer or the user/users authorized by the Customer and permanently or temporarily suspend the Customer from the use of these services.

7.4 Electronic Signature or Mobile Signature

- 7.4.1 In accordance with the Electronic Signature Law No. 5070 and the relevant legislation, if a secure electronic signature, which is considered as the equivalent of a wet-ink signature, and the mobile signature, which can be used as an electronic signature under the Electronic Signature Law, are used in Digital Banking Channels, the Customer accepts, declares and undertakes the following:
- (i) The Bank is not liable for interruptions, technical failures, erroneous transactions arising from the electronic signature process and other failures that are not limited to the aforementioned reasons;
 - (ii) The Bank is not liable for the services and applications provided by electronic certificate service providers, mobile operator, mobile signature platform providers, being the counterparties of the mobile signature application;
 - (iii) In the mobile signature application, the Customer must compare the code number or message specified in the signature message it received via the phone number registered at the Bank's system with the code numbers or messages on the channel where the transaction is carried out;
 - (iv) The Customer consents that all information it will provide on the Bank's pre-application screens to become a mobile signature user will be shared with third parties being the counterparties of the mobile signature application, in accordance with the nature of the transaction.

7.5 Online Banking

- 7.5.1 Online banking is a system where the Customer can give instructions , make transactions and inquiries on its accounts as permitted by the Bank, and other transactions which may be offered by the Bank in the future, by accessing to the Bank's system online through any equipment having technical conditions, by using customer/user name, password exclusively provided to the Customer or sent to the Customer by the Bank by way of one-time password producing devices, applications or other technologies, which may be used per the international security standards, and other security measures.
- 7.5.2 Username information shall be determined by the relevant user(s) of the Customer in order for them to benefit from the online banking service and passwords are sent to the relevant users via SMS. These user(s) shall use the aforementioned password(s) on behalf and account of the Customer. Since the protection of all passwords determined for access to services offered by online banking is the responsibility of the Customer and/or the user(s) authorized by the Customer, the Bank shall not be liable in case of use by persons other than the Customer or users. Password/passwords determined between the Parties shall be considered as confirmation/acceptance of the transaction between the Parties of this Agreement.
- 7.5.3 The Customer will be able to benefit from the products and services offered through online banking by using the website announced by the Bank and submitting its request to the Bank to benefit from this service. If the Customer has a person(s) authorized by another company with the decision of the board of directors/shareholders to approve the authorization of the accounts to be authorized to monitor or be cancelled and/or to be authorized to monitor by another company and the authorization of the users for these accounts, it will be done by such person(s) via the internet. If there is no person(s) authorized by the decision of the board of directors/shareholders, the Customer declares to accept that the required definitions will be made by the branch by filling in the online banking forms by the authorized user.
- 7.5.4 The Customer agrees that by entering the Bank's website and/or making a transaction on this website, it fully accepts the Bank's rules regarding online banking. The Customer also agrees that it complies with the security measures to be applied to the system in order to ensure confidentiality by taking into account the legislation and banking principles and methods and the operating procedures and rules of the system while using the system. The Customer further agrees that "data exchange" transactions can be performed by it, either through card transactions or standard or monitoring access type, that all results of this belong to the Customer and that when it wishes to perform these transactions through online banking, the Customer parameters will be sent to the Bank in advance.
- 7.5.5 The Customer declares and accepts that the fact that the Bank will provide online banking service does not mean that it has made a commitment to the Customer to provide any hardware or software.

- 7.5.6 The Customer declares and accepts that the authorized user/users specified in the application form to obtain passwords, distribute authorizations and approvals and determine the transactions with the Bank online on the Customer's behalf and account will take action within the limits and scope of the authorization granted to them. The Bank shall not be liable for any damages arising from incorrect or incomplete information entry, including, but not limited to, entering the wrong amount of tax, incorrect tax type, SSI payment by the Customer's representatives.
- 7.5.7 The Customer declares and accepts that it can connect the password/username information provided to the Customer by way of "group companies linking process" (allowing multiple companies to log in with a single password), thus use a single mutual password/username to log in and execute transactions through online banking. If online banking is permitted to be used for more than one company with a joint password/username, companies that are individually authorized by the relevant group companies whose authorizations are registered by the Bank will be permitted to execute transactions.
- 7.5.8 The Customer declares, accepts and undertakes that in the event the Customer uses a joint password/username, it will not claim any violation of the confidentiality of the Customer's information and it gives consent to the authorized person; that it is possible to change the common password/username; that in the event of exceeding the limit by the authorized persons due to a technical issue in the use of joint password/username, any legal consequences will be borne by the Customer; and that the Customer will be responsible for any damages and losses that may arise and will pay them immediately, in cash and at once upon the first demand of the Bank.
- 7.5.9 The Customer agrees that, within the scope of the Agreement, if the Customer has been provided with devices that can generate a single-use password (OTP) by the Bank and applications that can be installed on the mobile phone or computer, the loss and theft of the device in question, the corruption of applications, the failure to install applications, technical issues and similar reasons, hardware and/or software issues preventing its use, the Customer will immediately notify the Bank. The Customer also agrees that the Bank is not liable for the transactions made through its account within the period until the notification is made to the Bank. In addition, the Bank will not be liable for any malfunctions that may arise from failure of OTP devices and/or OTP applications that can be installed on mobile phones, failure to install on mobile phones, technical problems and similar reasons, hardware and/or software problems, without the Bank's negligence.
- 7.5.10 The Customer accepts, declares and undertakes that the Bank may freely determine the types and elements of the services that it will provide within the scope of online banking, and by notifying the Customer via SMS/e-mail, the Bank may make changes within the scope or elements of the online banking services and in accordance with the banking practices and customs and the provisions of the relevant legislation and that the Bank can suspend the online banking service when it deems necessary or stop the service completely. The Customer agrees and declares that it will notify the Bank in case of a change in the phone numbers it has declared to the Bank to be able to use online banking services. The Bank shall not be liable for any damages or malfunctions that may arise in cases such as late notification or failure by the Customer to inform about the change of the mobile phone number.

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- 7.5.11 In order for the Customer to benefit from the services offered by the Bank with maximum security, the Customer's shall keep the necessary hardware and software (firewall, antivirus programs, internet protection programs, etc.) available and up-to-date on devices (such as computers) used in online banking transactions. The Customer shall not use the online banking service provided by the Bank for the Customer's own security when connecting to websites that store fake, unauthorized personal information or that are not secure (which do not provide a connection in the "https" format and/or do not have a minimum 128-bit SSL security level) and when using computers and connection points in public areas (unsecured wireless access networks). While using online banking services offered by the Bank, the Customer agrees and undertakes to follow the information to be notified to it from time to time by the Bank or to be published on the website, and to comply with the principles and rules recommended for security purposes and the Bank's security rules and transaction steps.
- 7.5.12 In the event that a security breach occurs as a result of not taking the security measures stated in the clause above, the Customer declares, accepts and undertakes that it shall not hold the Bank liable by claiming that the online banking transaction(s) was executed by third parties without the Customer's knowledge, and except in cases where any negligence is attributable to the Bank, the Bank shall not be liable for any security breach in question.

7.6 Mobile Banking

- 7.6.1 The Bank shall be authorized for the following: in the event of using mobile devices such as mobile phones or tablets, device-specific applications, SIM Card menu and/or applications or phone call methods for any banking transaction information requested from the Bank; password/passwords to be used in mobile banking and online banking are sent to the mobile phone via SMS or requested from the Bank via SMS via mobile phone; acceptance of requests from the Customer's mobile phone number or numbers defined in the Bank records for benefiting from other banking services offered or to be offered in the future by the Bank; provision of information about the transactions to the mobile phone of the Customer and executing transactions based on this information. Such transactions may be carried out by the Customer at any time by giving an instruction to the Bank through methods such as device-specific applications, SIM card menus and/or applications or phone call. In order for the Customer to receive these services at certain times, such transactions may also be carried out by the Bank's automatic transaction on the date and/or conditions stated in its order by giving instructions to the channels of the Bank beforehand.
- 7.6.2 The Customer shall immediately notify the Bank in the event that the mobile phone number that the Customer notified to the Bank has changed or the SIM card, to which the mobile phone is connected, is stolen or lost. Otherwise, the Bank shall not be liable for any losses that may arise from these reasons or from the use of the SIM Card by third parties for any reason or from the SIM Card being copied by the GSM operators or by third parties for any reason.
- 7.6.3 The Customer shall provide all necessary attention and care in the matters of notifying the Bank accurately regarding all kinds of banking transactions to be carried out via mobile phones, password/passwords that will be used in mobile banking and online banking and the mobile phone number that will be used in relevant transactions to keep them up-to-date and to ensure the security of the mobile phone (including SIM card) against third parties as well as the messages sent to the mobile phone.

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- 7.6.4 The Customer agrees that the mobile phone number associated with the mobile phone it uses to access the Bank's services and applications developed for mobile phones, will be shared with the Bank over the systems of the Customer's mobile operator, for the Bank to use it as a security component to confirm the identity of the Customer receiving the service.
- 7.6.5 The Customer, that identifies its mobile phone number to the Bank to use the mobile banking services, agrees and undertakes to pay the service fees announced on the Bank's website on the date of the transaction. The Bank may change the amounts and payment method of mobile banking service fee at any time by notifying the Customer via SMS/e-mail or by announcing it on its website.
- 7.6.6 Each SMS sent by the Customer to the Bank's short message service is charged as one (1) SMS fee by the GSM operator of the Customer in accordance with the applicable tariff.

7.7 Transactions at ATM and Kiosk

- 7.7.1 Customer shall be able to perform banking transactions deemed appropriate by the Bank by using biometric methods, one-time password (OTP) or mobile signature, and other technological methods to the extent permitted by banking systems and without having to use a card at the ATMs of the Bank.
- 7.7.2 The Customer agrees that the amount to be determined by the Bank in the actual money count shall prevail in the deposits of funds, withdrawals, invoice payment, credit card debt payment transactions with or without card/encrypted transactions from the ATMs.
- 7.7.3 In the event that the Bank determines that the Customer has been overpaid for any reason, the Customer agrees to refund the overpayment in question upon the first demand of the Bank. Otherwise, the Customer agrees to pay default interest at the rate of default interest to be charged at the advance interest rate of the CBRT for the period between the date of request and the return date of this amount.

8. FEES, COMMISSION, EXPENSES AND TAXES

- 8.1 The Customer shall pay the fees, commissions and expenses requested by the Bank at the rates and amounts in effect at the time of the transaction and specified in the Fee Schedule regarding all kinds of transactions and services subject to the Agreement, provided that it is within the maximum limits determined by the legislation. The Bank shall charge the aforementioned amounts as separate fees, expenses and commissions for each transaction or each product.
- 8.2 The Bank charge a different transaction fee from the Customer for EFT transactions to be carried out via its branch, depending on the time the order is given. The fee for EFT transactions transmitted after 16:00 shall be increased in accordance with the legislation, since such transaction shall be deemed to be a "late transaction". Before the transaction, the Customer shall be informed regarding the fee to be increased due to "late transaction" and its approval in this respect shall be received.

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- 8.3 The Customer declares, agrees and undertakes that any kind of fees, commissions and costs arising from the transactions and banking services under this Agreement and also any stamp tax that have arisen or to be arisen within Türkiye or abroad, RUSF, BITT, exchange income tax, all amounts together with their interests that can be charged by BIST, Takasbank, CBRT, other intermediary institutions and/or third parties, any kind of miscellaneous taxes, funds, charges, other legal costs and insurance premiums arising from applicable laws shall be borne by the Customer. Moreover, the Customer shall also pay any kind of notification and postal expenses to be made in relation to the obligations under this Agreement and/or banking products, services and transactions of the Bank or which will be made against the Bank and also all expenses including legal expenses per the Minimum Attorney Fee Tariff together with all associated expense taxes and prison duties to be incurred by the Bank in any execution proceedings and lawsuits filed for the purpose of collecting the receivables arising from this Agreement.
- 8.4 The Customer acknowledges that contractual fees and commissions may be increased due to changes in operating expenses, regulations to be introduced with legal authorities, changes in costs of technological investment or in market conditions, and that it may be increased by notifying the Customer of the amount of the fee, commission or expense at the beginning of the year, at least 2 (two) Business Days in advance in writing or via a permanent data storage to the address specified in the Form of Preferred Communication Method Regarding Fees To Be Collected From Commercial Customers in Annex-2 of this Agreement, or provided that it is announced on the Bank's website, the BRSA's official website or at the branches unless different provisions in this Agreement. Updates regarding the amounts and/or rates of fee, commission, interest, tax and expense included in the Fee Schedule shall be notified to the Customer through the means referred to in this Agreement.
- 8.5 The Bank's obligation to inform the Customer on the fees, commissions and expenses for instantaneous one-off banking transactions and services to be collected at the time of the relevant transaction shall be deemed to have been satisfied by issuing a receipt/transaction receipt at the time the relevant transaction and services are performed.
- 8.6 The fee, commission fee, tax, interest, expenses to be determined by the Bank after the signing of the Agreement shall be announced on the website, and if deemed necessary depending on the Bank's channel and the nature of the transaction, in other channels such as account statements, ATM, online banking and mobile banking.
- 8.7 The Bank shall be authorized to collect commission fees, taxes, insurance, expenses and other receivables arising from the products, transactions and services subject to the Agreement, *ex officio*, from the Customer's account related to the transaction, and from all deposit accounts of the Customer at the Bank in case the relevant account does not have sufficient balance or the transaction is not linked to any account. If the Bank has to collect its receivable from an account opened in a different currency than the Bank's receivable, the counter rates of the Bank on the transaction date will be used to convert the amount in the account to the same currency as the receivable, and costs and taxes related to purchase and sale transactions of foreign exchange shall be borne by the Customer.

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- 8.8** If the Customer does not have sufficient balance in its deposit accounts, it shall pay these amounts immediately, in cash and in full upon the first demand of the Bank. The Bank may collect the aforementioned amounts by debiting the overdraft account if instructed so by the Customer. If there is not any funds in the deposit account of the Customer and/or the limit of overdraft account is not sufficient and the Customer fails to fulfill the payment demand of the Bank within the period specified, the Bank shall be entitled to exchange and offset its receivables against any assets held with it, provided as a guarantee and subject to lien and retention whether or not such receivables are due and payable.
- 8.9** The Customer agrees to pay the Bank's receivables arising from transactions and services under this Agreement upon the first written demand of the Bank. Otherwise, the Customer agrees to pay default interest in the amount to be calculated by the rate that shall be equal to %100 plus the interest rate applied to current short-term loans at the Bank for the days between the date of demand and the date of payment.

9. JOINT TERMS

- 9.1** Terms set out in this Clause 9 of the Agreement shall apply to all banking products, services and transactions provided by the Bank to the Customer. The Bank may change/remove the name or transaction flow of one or more of the product, service and transaction types or directly the product, service and transaction governed under this Agreement by notifying the Customer.

9.2 Customer's Change of Account/Branch

- 9.2.1** Provided that the Customer is informed in advance, the Customer accepts that the Bank is authorized to monitor the Customer's account balance under a new account number in the same branch due to technical requirements, or in case the branch where the account is located is closed, the Customer accepts that the Bank is authorized to follow the Bank's account balance in a new account to be opened with a new number on behalf of the Customer at the branch where the accounts are transferred to.
- 9.2.2** Whether or not to open a new account at the request of the Customer is at the discretion of the Bank. In the event that a separate Agreement has not been executed regarding the accounts that are already opened or to be opened in all branches of the Bank, the provisions of this Agreement shall apply. The Bank may unilaterally change the number of the Customer account or accounts by notifying the Customer due to systemic reasons or new regulations. In case for any reason the branch where the account is located is closed or the account is transferred or for a different reason deemed necessary by the Bank, the Bank may transfer the account held with the said branch to another branch the Bank deems fit or to the branch that the Customer may request in writing as a single account or separately. In case of transfer of the account, all kinds of documents executed by the Customer and the provisions of this Agreement shall remain applicable.

9.3 Statute of Limitations

- 9.3.1 Where any deposits, custodies and receivables, including any interest that may accrue thereon until the expiry of the statute of limitations or any share certificates and bonds held by the Bank as fiduciary, mutual fund participation certificates, amounts held in deposit accounts opened for a Customer to whom a cheque book is issued but is yet to be delivered and remittance amounts remain inoperative or unclaimed for ten years from the date of the Customer's latest demand, transaction or written order, the statute of limitations applicable to all such amounts and assets shall expire.

9.4 Passwords and Liability

- 9.4.1 The Customer accepts, declares and undertakes that it will keep confidential and not share any password, user code, e-mail address, security information provided by the Bank or created in relation to the products/services provided by the Bank and/or used during the transactions executed through the branch/Digital Banking Channels with any third party; that it shall not share such information with any third party other than its authorized representative(s); that it shall not allow the use of such information by any third party and that it will be liable for the consequences of any use of such information by a third party if the Customer allow the use of it by any third party. The Customer shall immediately change the password given by the Bank to a new password, and if it does not change it, the Customer shall be liable for all losses that may be incurred. The Customer accepts, declares and undertakes that the Bank shall not be liable in any manner for the losses that may be incurred due to its failure to comply with these obligations. In the event that the Customer shares its password or the records specified in this clause with a third party, it has been explained to the Customer by the Bank that such person will also have full access to the Customer's accounts and/or assets in the Bank and the Customer has been warned in this regard.
- 9.4.2 If the Bank deems necessary for security reasons, it may cancel the passwords and other Customer information belonging to the Customer by notifying the Customer and/or may request them to be changed. In the event that the password is cancelled because it is forgotten, it is lost or a wrong password was used by the Customer and/or due to the misstatement by the Customer of other access records and information of the Customer to Bank officers, if the Bank deems necessary, the Bank shall suspend the transaction and shall refrain from executing it. The Customer accepts, declares and undertakes that the Bank cannot be held liable for the losses that may be incurred for this reason. The Customer also agrees that its representatives authorized to withdraw, deposit and execute transactions on its behalf may request a password belonging to Digital Banking Channels and execute transactions through these channels.

9.5 Limitations on Products, Services and Transactions

9.5.1 The Bank may determine the highest and/or lowest amounts of a transaction that can be executed during the day, the limits for the transfer of the Customer's assets outside of the Bank and may determine any limits related to the products, services and transactions and the Bank may change them if necessary. The Bank shall be entitled to direct the Customer's requests outside these limits to other branches and/or other correspondents of the Bank. The Customer shall comply with the assessment and decision to be made by the Bank per the limit increase request by the Customer to the Bank regarding the overdraft deposit account and other credit products the Customer is using.

9.6 Account Statement

9.6.1 The Customer is obligated to follow the credit balances and debit balances of its account/accounts, and if it does not object to the statement sent by the Bank upon its written request through a notary public or registered mail within 1 (one) month from the date of receipt, the Customer shall be deemed to have accepted the balance. Interest will be charged to the statement regardless of whether it is sent or not and/or whether it is delivered to the Customer or it is delayed. Apart from the account statement, no bank receipt, account statement covering another period or additional notification for the paid cheques will be sent on a transaction by transaction basis. If the Customer claiming that it did not receive the statement that was sent, requests it in writing from the Bank within the first 10 (ten) days of the month following the month of statement and does not object to the account statement it has received within 1 (one) month via a notary public or by registered mail, the relevant account statement shall be deemed final. The account statement, to which the Customer has not made an objection within such period, shall become final and the finalized account statement shall be deemed a document containing a debt acknowledgment in case of any conflict between the Parties.

9.7 Notifications of the Customer on Products, Services and Transactions

9.7.1 All notifications, instructions and orders to be delivered to the Bank by the Customer other than Digital Banking Channels shall be in writing and in a clear manner beyond any doubt. Otherwise, the Bank shall not be obligated to fulfill these notifications, instructions or orders. Any liability, losses and other consequences due to the interpretation of the Customer's notifications, orders and instructions shall be borne by the Customer. In order to prevent any errors, a reference to the original instruction shall be provided for confirmation instructions and requests for changes.

9.8 Notifications by the Bank to the Customer

9.8.1 The Bank may need to inform the Customer within the context of the products and services it will provide and the transactions it will carry out in accordance with this Agreement. In the event that the Bank needs to inform the Customer, in all cases deemed necessary, including but not limited to the following cases, the Customer accepts and declares that it has given its consent that the Bank can notify it by using the correspondence addresses stated in the Statement of Notification Channels in Annex-1 of this Agreement:

- (i) Opening a current account by the Bank, changing the limits of current account, re-running current accounts whose limits are reduced to zero, making transfers between accounts of the Customer;
- (ii) Setting the limit of the overdraft account, using discretion to allow the Customer to use the specified limit, changing the limit that was previously set, suspending the loan, making the loan become due, maturing the loan;
- (iii) Changing the interest accrual period;
- (iv) Changing the terms/days of payment;
- (v) The fact that the issue of a Bank Card to the Customer has not been approved;
- (vi) Changing the implementation of Bank Card;
- (vii) Rejecting the Customer's request for payment order;
- (viii) If requested by the Customer, providing reasons for not executing the payment orders or erroneously executing the payment orders;
- (ix) Changing the previously announced website, phone number and ATM addresses of the Bank;
- (x) Suspending and/or closing the service of Digital Banking Channels;
- (xi) Changing the scope of online banking services, temporarily or permanently ceasing to provide such services;
- (xii) Amending fee items specified in the Fee Schedule;
- (xiii) Changing or removing the types of service, product and transaction regulated in the Agreement, providing a new service to the Customer;
- (xiv) Monitoring the Customer's balance of account under a new account number or opening a different account due to the transfer of accounts to another branch;
- (xv) The occurrence of prevention or delay of the processing of the Customer's certain information due to the transactions made by the Bank within the scope of the "Laws on the Prevention of Laundering of Crime Revenues and Prevention of Financing Terrorism" section of this Agreement;
- (xvi) Failure to follow instructions transmitted via fax by the Customer;
- (xvii) Closing the Customer's accounts due to inactivity for at least 1 (one) year and/or due to balances remaining below the balance which is determined and can be changed by the Bank;
- (xviii) Notifications regarding bank statement, receipts and statement of account.

9.9 Working Hours of the Bank

9.9.1 The Customer accepts that the Bank has the right and authority to consider Saturdays as holidays; that national holidays, weekends, lunch break, public holidays and other days to be set forth by the TBA shall not be counted as Business Day in relations with the Bank; that the Customer shall not make any request in case the Bank is closed due to compulsory reasons, strikes, lockout practices and similar situations and these days will not be counted as Business Day by the Bank; and that the Bank may take any necessary measures.

9.10 Daily Transaction Limit

- 9.10.1 The Customer agrees that after a transaction made with the Customer's instruction, if the balance of the Customer's account is negative at the end of the day, a default will occur on that day, that the default provisions of this Agreement will apply, and that the Customer will pay in cash and in full all debts, together with the default interest, that have arisen/will arise due to it.

9.11 Monetary Unions

- 9.11.1 If the national currencies of the countries that are members and/or will be members of the Euro or other union is required to be replaced with a new currency, and the transaction must be executed in such new currency, the Customer agrees and undertakes that it will pay the debts and the applicable interest, commission, expense, tax and fund deductions arising in Euro or the national currency of the member country of another union with new currency and/or a currency that has not yet been withdrawn from the circulation and foreign currency convertible in Türkiye, together with the exchange rate and parity differences that may arise, at the exchange rate applicable by the Bank on the date of payment and that it has no right to request payment in TRY at the exchange rate on the date of the withdrawal from circulation of the currency with the claim that the currency in the Agreement has been withdrawn from circulation. In addition, the Customer agrees that it will not claim any amounts in case of the decrease of the relevant currency decreases.

9.12 Bank's Right to Pledge, Retention, Netting and Set-Off

- 9.12.1 The Customer declares, agrees and undertakes in advance and irrevocably that the Bank has the right of arbitrage, transfer, pledge, retention, netting and to set-off as a security for all kinds of debts for whatever reason, that have arisen/will arise from this Agreement or other commitments or are finalized/not finalized or have matured or not, without needing to receive any instructions or approval from the Customer and by notifying the Customer on the amount of all debts of the Customer to the Bank over all assets belonging/to be owned by the Customer at the Bank, including all kinds of securities and coupons, dividends, interest, redemption amounts, documents representing the commodity, bill of lading, goods collected by the Bank from BIST, CBRT and/or investment institutions in accordance with the instruction of the Customer to the Bank and kept at the Bank, as well as all kinds of receivables, deposit/foreign currency deposit accounts available and present at the branches of the Bank, Customer's rights and receivables, blocked funds, contents of safe deposit boxes registered in the name of the Customer, all kinds of bills/cheques given or to be given to the branches of the Bank by the Customer for collection and gold, and that the Bank shall be entitled to liquidate them at any time and to partially or fully settle and/or set off its receivables.
- 9.12.2 The Customer hereby accepts that the Bank may accept remittance on the Customer's account without notification and credit such amount to an account existing or to be opened at the Bank, and that the Bank has the right of pledge, retention, netting and to set-off over the remittance amount if there is any debt to the Bank. The Customer also agrees that the Bank has the right of pledge, retention, netting and to set-off over the remittance amounts to be made by the Customer through the headquarters or branches of the Bank.

9.13 Tax Compliance

- 9.13.1 The Customer and the Affiliated Persons that are authorized to act on behalf and in the account of the Customer accept that it is their responsibility to be aware of and comply with all tax obligations applicable in all jurisdictions regarding the use and/or account opening/use of the services provided by the Bank or HSBC Group Member (including but not limited to filling out tax returns and other documents relating to the payment of taxes). In certain jurisdictions, tax regulations may also be applicable outside the borders of such jurisdiction, regardless of the location, address, nationality or company headquarters of the Customer or the Affiliated Person. The Bank and/or an HSBC Group Member shall not provide tax consultancy service to the Customer or Affiliated Persons for this purpose and the Customer is hereby recommended to receive tax consultancy service from an independent expert in this regard. The Bank and/or a HSBC Group member shall have no liability in any jurisdiction regarding the Customer's tax liabilities including but not limited to those in relation to the use of the services offered by the Bank and/or an HSBC Group Member and/or the opening and use of an account.
- 9.13.2 The Customer agrees and acknowledges that it is not subject to any agreements relating to the increase of international tax compliance with the Republic of Türkiye and the United States or other countries through expanded information exchange, that in the event that there is a change in this regard so that it will be evaluated within the scope of the relevant agreement, the Customer shall notify the Bank on such as soon as possible and submit the required documents immediately without the need for any notice that all responsibility belongs to the Customer and that the Customer is solely responsible for not providing information or providing incorrect or incomplete information to the Bank. If the Bank incurs any losses due to the fact that the relevant change was not notified in a timely manner or the relevant documents were not submitted to it, the Customer irrevocably declares, accepts and undertakes in advance that it will compensate the Bank in cash and at once upon the first demand of the Bank.

9.14 Compliance, Anti-Corruption and Commercial/Financial Sanctions

- 9.14.1 The Customer hereby agrees that it is aware of the fact that causing the Bank to extend a loan in breach of law might constitute a criminal offence pursuant to Article 158/j of the TCL.
- 9.14.2 The Bank and other members of the HSBC Group are required to act in accordance with the laws and other legislation in various jurisdictions regarding the money laundering, prevention of financing terrorism and the provision of financial or other services to persons or organizations subject to sanctions as well as the fight against corruption. The Bank, at its own discretion, may follow the relevant laws and regulations and the recommendations, principles, standards and guidelines issued by international organizations and take any necessary action or make any necessary adaptation in accordance with such, and may instruct other members of HSBC Group to take necessary actions. The relevant transaction may include, but not limited to, the following: suspension, blocking and inspection of any payment messages and other information or customer instructions sent by or to the Customer through the banking systems or systems of other members of HSBC Group and further investigation to determine whether a name belonging to a sanctioned person or institution actually belongs to that person or institution.

- 9.14.3 The Customer declares, accepts and undertakes that it has no business relationship with the jurisdictions subject to financial sanctions or an economic embargo, including, in particular, the Islamic Republic of Iran, which is subject to the sanction/embargo regime or with the persons residing in these jurisdictions and that it and its subsidiaries and affiliated companies will not enter into any business relationship with these jurisdictions and persons so long as it remains to be in a business relationship with the Bank, that it will not use the products and services of the Bank to finance its business relations with these jurisdictions or persons, or in any similar manner; and that otherwise, it will compensate the losses that the Bank may incur upon the first demand of the Bank. If the Bank identifies a case contradicting with this undertaking of the Customer, or the indications that such a case may occur, it shall be entitled to unilaterally terminate all agreements with the Customer without cause, including this Agreement as well as loan agreements, and to accelerate the Customer's loans, if any.
- 9.14.4 The Bank is obligated to act in accordance with domestic or international sanctions, laws and legislations that have been published from time to time by MASAK, the UK, the EU, the USA, the UN and Türkiye, as well as the laws and regulations that have been or to be implemented by the Bank and, in certain cases, the regulations and local legislation in excess of the requirements of these laws and regulations. Therefore, the Bank shall not be obligated to offer any banking services nor to make or accept a payment or transaction under this Agreement in case the Bank deems that offering a service or a product or entering into or accepting any kind of transactions would be against the law or could violate any sanctions imposed by any international organizations including the UN and the EU, or jurisdictions including but not limited to, Türkiye, the USA and the UK. If a Customer becomes subject to any sanction imposed by any international organizations including the UN and EU, or jurisdictions, including but not limited to, Türkiye, the USA and the UK, the Bank shall be entitled to immediately terminate the business relationship with the Customer and close the accounts of the Customer.
- 9.14.5 The Customer declare and undertake that the Customer or and the Customer's directors, officers, representatives, employees, affiliates or any person acting on behalf of the affiliates have not carried out any direct or indirect action or transaction in breach of legislation on to the bribery and anti-corruption issued by the United States, the UK, the EU, Türkiye to which the Customer is subject to, including but not limited to, UK Bribery Act 2010, US Foreign Corrupt Practices Act, TCL, Banking Law and the the Law No. 3628 on Declaration of Wealth, Fight against Bribery and Corruption, the Law on the Fight Against Bribery and Corruption. Customer or the Customer's directors, officers, representatives, employees, affiliates or any person acting on behalf of the affiliates declare, accept and undertake that all of their commercial activities are in compliance with the UK Bribery Act 2010, US Foreign Corrupt Practices Act, TCL, Banking Law and the the Law No. 3628 on Declaration of Wealth, Fight against Bribery and Corruption, the Law on the Fight Against Bribery and Corruption, as well as similar legislation, rules and regulations and have established the procedures and principles that can reasonably be expected and required from them to preserve such compliance, and that they have taken and will continue take the necessary measures to ensure continuous compliance with the legislation set out in this clause.

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9.15 Legislation on Prevention of Money Laundering and Financing of Terrorism

- 9.15.1 The Customer hereby agrees that the Bank shall be entitled to request additional information and document regarding Customer's identification and verification and the purpose and content of the proposed transaction from the Customer at any time. The Customer hereby declares, agrees and undertakes that it will provide the requested information and document to the Bank immediately upon request. Pursuant to the Turkish legislation on the prevention of laundering proceeds of crime and financing of terrorism, whenever the Customer performs transactions on behalf/account of third parties, it shall so declare to the Bank in written form in accordance with the provisions of the applicable legislation and submit to the Bank the identity and contact information of the third party, on behalf/account of whom it performed such transaction, for the purposes of identification of third parties, on behalf/account of whom the respective transaction is performed, in accordance with Financial Crimes Investigation Board ("**MASAK**") legislation. The Customer hereby declares, acknowledges and undertakes that the sanctions under the relevant legislation will apply to the Customer in the event that the Customer acts on behalf/ account of third parties without notifying the Bank in writing. Unless the Customer gives a written statement on the contrary, the actions and transactions performed by the Customer under this Agreement shall be considered to have been made on behalf/account of the Customer. Despite the Customer's statement, if there is a suspicion that the Customer has been acting on its own behalf but for the account of a third party, the Bank will take necessary measures pursuant to the relevant legislation in order to determine the ultimate beneficiary owner and the Customer shall provide any required information and documents to the Bank immediately upon request.
- 9.15.2 Without prejudice to the provisions of this Agreement, the Bank or any member of the HSBC Group shall not be liable for any loss (whether direct or indirect, consequential loss or loss of profit, data or shares) or losses incurred by any person for the following reasons:
- (i) Delays and failure in fulfilling the duties other obligations of the Bank or other members of the HSBC Group under this Agreement due to any transaction made that the Bank deems, in its sole discretion, partly or in whole, necessary in accordance with the said law and other legislation;
 - (ii) The Bank's exercise of its rights under this clause and the clause entitled "Compliance with Law, Anti-Corruption and Commercial / Financial Sanctions".

In certain cases, the action that the Bank can take may prevent or delay the processing of certain information. Therefore, no member of the Bank or HSBC Group guarantees that any payment message and Customer instruction subject to the transaction made pursuant to this clause in the information systems of the Bank will be correct or up-to-date at the time of the transaction. Subject to the prioritized conditions under the applicable law and legislation, the Bank shall make its best efforts to notify the Customer promptly of the existence of such conditions.

- 9.15.3 Provided that it is applicable in Turkish law, the Bank and HSBC Group members are obligated to comply with compliance obligations regarding management activities related to the investigation and prevention of financial crimes and have the right to implement the measures they deem necessary for this purpose. These measures may include, but are not limited to:
- (i) To examine, block and inspect any instruction, communication, loan request, service request or any payment made or received by the Customer or on behalf of the Customer;
 - (ii) To investigate the source and/or recipient of the funds;
 - (iii) To refuse to perform the requested transaction or to terminate the Customer relationship;
 - (iv) To combine customer information with other information available within the HSBC Group and/or;
 - (v) To find out whether a person or organization is subject to any commercial or financial sanctions regime and/or to conduct detailed investigation to confirm the identity/status of the Customer.
- 9.15.4 The Bank or HSBC Group member cannot be held liable to the Customer or third parties for any loss that may be incurred by the Customer or third parties for activities carried out within the scope of the responsibility to investigate and prevent corruption and financial crimes or to determine whether a Customer or the requested transaction is subject to any commercial or financial sanctions, or for any other reason to the extent permitted by the applicable legislation.

9.16 Imposing Limitations

- 9.16.1 The Customer agrees that the Bank may impose limitations to transactions the Customer wishes to carry out due to the legislation of the jurisdictions in which the beneficiary or the correspondent bank is resident, that the Bank may not carry out transactions due to a factual impossibility and that, within this period, the Customer shall not request to change these transactions, and that the Customer shall not request any new transactions having the same or similar information with the transaction from the Bank.

9.17 Termination of Agreements with Third Parties

- 9.17.1 In the event that an agreement between the Bank and a third party with which the Bank has a contractual relationship in relation to the provisions of its products/services, is terminated for any reason, the Bank shall no longer act as an agent between the Customer and such third party starting from the date of termination of the relevant agreement. The Customer agrees that it may obtain the information about the termination/amendment of the agreement from the Bank and/or that it shall follow press releases on this matter.

9.18 Orders Received by Fax

- 9.18.1 Terms and conditions of this clause shall be deemed a fax agreement between the Parties. The Customer agrees, declares and undertakes that these terms and conditions shall be applicable and that it will accept the consequences of these terms and conditions when carrying out transactions via fax.
- 9.18.2 In the transactions to be carried out by the Customer with a fax order in accordance with this clause, the Customer accepts and undertakes that it will send the orders via fax number provided in the Form on Notification Channels in Annex-1 of the Agreement, and that if such number changes, the Customer shall be obligated to notify the Bank of the new fax number via notary and that in the event that the Customer fails to notify the Bank, the instructions to be sent from the previous fax number will be deemed to have been sent by the Customer. The Customer also accepts and undertakes that the Bank may not process fax instructions if the fax numbers received by the Bank and is the numbers created and printed by the system on the fax texts received by the Bank's fax machines do not match, or if there is no number on the fax text. Additionally, the Customer accepts and undertakes that the Bank shall not be obligated to check whether the fax instructions received were actually sent from a machine other than the number confirmed with the Bank and that it shall be fully liable on this matter.
- 9.18.3 All pages of the fax instructions must be signed by the person(s) authorized to represent the Customer. The Customer shall be obligated to take the necessary measures for the instructions received by the Bank via fax to be sent by authorized representatives of the Customer only. If the Customer does not notify the Bank immediately and via notary of any change in the authorized representatives, the Bank shall not be held liable for the transactions to be made per the instructions given by the previously authorized representatives. The original copy of the fax instruction shall be sent to the Bank immediately for confirmation purposes. The Customer hereby authorizes the Bank to execute the fax instructions prior to the delivery of the original copy. The Parties agree and undertake that in the event that there is a difference between the fax and the original text, the first instruction received by the Bank via fax shall prevail.
- 9.18.4 The Customer shall clearly provide the necessary explanations in orders for time sensitive transactions. The Bank's records shall prevail with respect to the time of receipt of a fax instruction.
- 9.18.5 The Bank shall be obligated to compare signatures in fax instructions with the signature specimen of the authorized representatives of the Customer submitted to the Bank with due care and diligence. The Bank shall not be held liable for similar signatures that are not conspicuously noticeable at first sight (*prima facie*).
- 9.18.6 The Customer agrees that the Bank will not be liable for any conflict, fraud, forgery, inaccuracies, deficiencies, changes in the instructions as well as failure/malfunction of general and private communication means due to technical and natural reasons. The Customer also agrees that the Bank will not be liable in the event that the Bank does not or is unable to execute an instruction due to the failure of obtaining necessary confirmations regarding the content of the instruction from the authorized representatives of the Customer and that it will have the full responsibility as to the fax instructions provided to the Bank. The Bank shall notify the Customer if it does not execute a fax instruction.

9.18.7 The Customer agrees that, if required, the Bank shall be entitled to set an upper limit for transactions executed with fax orders and to make the execution of transactions exceeding this limit conditional on the submission of a signed instruction to the Bank. The Customer also agrees that the Bank will be entitled to refuse to execute transaction requests exceeding such limit.

9.19 Funds Remitted to Customer's Account

9.19.1 Customer agrees that the funds to be remitted by third parties through various means and/or deposited in cash will be directly transferred to its account(s) at the Bank, and that the Bank will not become a party of any dispute between the Customer and the relevant persons, institutions and/or public authorities regarding the funds transferred to the its account(s).

9.20 Bank's Liability

9.20.1 The Bank will pay its ordinary attention in its transactions.

9.20.2 The Bank may only be held liable for real, material and actual damages directly incurred by the Customer due to the Bank's fault.

9.20.3 The Bank shall not be liable for any loss of profit, indirect losses, immaterial losses, late payment interests, third party losses, faults of its correspondents and any delay, misunderstanding, disruption, oversight, mistake or negligence of third parties and their correspondents. The Bank shall not be liable for any losses that may arise due to the use of communication and transportation means, and in particular, any losses due to loss, delay, misunderstanding, disruption, duplication, force majeure or natural disasters. Any losses arising for these reasons shall be borne by the Customer. In particular, the Bank shall not be liable for any losses due to malfunctioning or other technical reasons arising during the provision of products and services to the Customer through Express Banking Channels or at any other time, or losses relating to the interruption and discontinuation of services; errors, damages, losses, delays that may occur as a result of malfunctions caused by hardware, software, internet servers; technical problems in communication lines and any losses caused by viruses. Any losses arising for these reasons shall be borne by the Customer.

9.20.4 The Bank shall not be liable for any deletions, scrapings, protrusions, attachments or imitation of signatures or other fraudulent acts on the documents belonging to the Customer. The consequences of the requests that any relevant party may make in relation to these issues shall be borne by the Customer.

9.21 Assignment

9.21.1 The Customer shall not assign its rights arising from this Agreement. However, the Customer accepts that the Bank may assign all of its rights and receivables arising from the Agreement partially and/or completely and that, in the process of assigning the rights and receivables of the Bank arising from the Agreement, it may provide relevant information and documents on the assigned receivable and the Customer to official and/or private, natural and/or legal persons that has been assigned and/or will be assigned and/or request for assignment.

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9.22 Legal Residence

- 9.22.1 The Customer accepts, declares and undertakes that the business address specified at the bottom of this Agreement and in the Form on Notification Channels in Annex-1 is its legal residence; that if it is residing abroad, the address specified in the Form on Notification Channels in Annex-1 of this Agreement is the correspondence address and the notices to be served to these addresses will be deemed to have been duly made; that it is obligated to notify the Bank of address changes to occur following the date of this Agreement, within 15 (fifteen) days following such a change; and that if it does not notify the Bank of the address change within this period, notifications served by the Bank to the Customer's previous address will be deemed to have been duly made.
- 9.22.2 For the notifications served by the Bank to the Customer, the date of the copy of the notification kept by the Bank or the date in the Bank's mailing lists shall be deemed the date of delivery. The Bank shall not be liable for the quality of the postal service and any material or immaterial damages caused by postal officers. The Bank shall be entitled to announce information/documents, other than those required to be delivered to the Customer's address as specified in this Agreement, on Digital Banking Channels for general applications, on boards in its branches and/or by e-mail upon request of the Customer. The provisions regarding the notification channels and addresses specified in the Form on Notification Channels in Annex-1 of the Agreement are reserved.

9.23 Evidence Agreement

- 9.23.1 In any dispute arising from the transactions and services subject to this Agreement, the Parties agree that Bank's books, records, documents, microfilms, microchips, computers, telephones, keys, tapes, sound records and written records kept by Bank officials during face-to-face meetings and telephone conversations between Bank officials and the Customer, any form, SWIFT message, fax message, e-mails, request, document, confirmation letter signed/sent by the Form on Notification Channels in Annex-1 of this Agreement, electronic records of HSBC ATMs, HSBC online banking internet records, and other future Digital Banking Channel registrations will constitute written evidence in accordance with Article 193(1) of the Code of Civil Procedure No. 6100. Informational receipts and records issued by HSBC ATMs and/or ATMs of other banks the Bank has a contractual relationship shall not be deemed an official receipt and shall not have any effect of evidence between the Parties.
- 9.23.2 For the transactions to be carried out with fax, the Customer agrees and declares that books and records of the Bank, the instructions sent to the Bank via fax, the letters of instruction from the Bank's fax machine, Bank's computer records, microfilm and microchips and all kinds of documents of the Bank shall be deemed a valid and binding evidence.
- 9.23.3 The Customer agrees that all kinds of phone calls made with the Bank, either with the head office or with a branch, will be recorded by the Bank and that these recordings may be used as evidence.

9.24 Governing Law and Jurisdiction

- 9.24.1 All disputes arising from this Agreement shall be governed by the provisions of Turkish law and Istanbul Central (Caglayan) Courts and Execution Offices shall have jurisdiction to settle any and all disputes arising from the Agreement.

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9.25 Language of the Agreement

- 9.25.1 Even if this Agreement has been translated into another language and the translated version has been signed together with this Agreement, the Turkish version shall prevail.

9.26 Term and Place of Performance of the Agreement

- 9.26.1 This Agreement shall be executed for an indefinite period of time. The place of performance of all debts and obligations arising from this Agreement shall exclusively be the place of the legal residence of the branch of the Bank where the account was opened.

10. TERMINATION OF THE AGREEMENT AND CLOSURE OF ACCOUNT

- 10.1 In the event that the Customer's account with the Bank is closed for any reason, and/or the Customer acts in breach of the provisions of this Agreement and/or the requirements under the applicable law, or without cause, the Bank shall be entitled not to allow the Customer to use any products/services provided and/or to be provided in accordance with this Agreement, in whole or in part, and to terminate this Agreement without any cause with a 30 (thirty) days' prior written notice to the Customer.
- 10.2 If the Customer fails to fulfill its obligations herein, or provisions of other agreements between the Parties; debts recorded in his accounts or other debts due to the Bank have not been paid or it has been understood that they will not be paid; legal proceedings have initiated against the Customer by the Bank; the Customer is or will be subject to legal proceedings against third persons; the bankruptcy of the Customer is filed; the Customer acts in a manner that is clearly violating the applicable laws; the Customer abuses the banking services; the Customer goes bankrupt; the Customer causes any losses to the Bank in any manner, and any other reason arising from the applicable laws, the Bank may, with prior notice, suspend, cease or terminate all kinds of services, including the service of Digital Banking Channels provided by the Bank. In such a case, the Bank may close the accounts held with the Bank with prior notice, may request the payment of the entire debt together with its interest, may cancel the Bank Cards and request the Bank Cards to be returned to the Bank and may unilaterally terminate the Agreement.
- 10.3 Except for the valid reasons listed above, the Bank shall also be entitled to terminate the Agreement without cause, provided that the Customer is notified at least 2 (two) months in advance.
- 10.4 the applicable laws cannot be performed due to a suspicion regarding the adequacy and accuracy of the previously obtained credentials of the persons authorized to represent the Customer, the Bank may terminate the business relationship and may close the accounts of the Customer by sending a notice and terminating the Agreement.

- 10.5 If the accounts are closed by the Bank, all of the debts of the Customer due to the Bank arising from interest, expenses, BITT, RUSF and other amounts due to the Bank as at the date of closing of the account may be collected from these accounts provided that these accounts have sufficient balance. If there is not sufficient balance, the remaining debt shall be paid by the Customer immediately and the Bank shall charge a default interest at the rates to be determined by the Bank until the payment date.
- 10.6 In the event that the accounts of the Customer hereunder remain dormant for at least one (1) year and balance of such accounts remains below such balance that may be determined and changed by the Bank, the Bank shall be entitled to close such accounts with prior notice to the Customer.

11. PROTECTION OF PERSONAL DATA AND CUSTOMER CONFIDENTIALITY

- 11.1 The Parties agree and undertake to fulfill their legal, administrative and technical obligations under the Law on the Protection of Personal Data, the applicable secondary regulations and decisions of the Data Protection Board in relation to this Agreement and the performance of this Agreement and also to avoid actions that would prevent the other Party from fulfilling its obligations thereunder.
- 11.2 The Bank wishes to keep the Customer's information up-to-date. For that purpose, the Bank may request the Customer to update the information or may request additional information whenever it deems necessary. The Customer agrees to notify the Bank of any changes to the Personal Data provided to the Bank in writing immediately and in any case within 30 (thirty) days at the latest and to respond to all requests of the Bank or of an HSBC Group member.
- 11.3 The Customer represents that it has been informed in accordance with the PPDL that information regarding the Affiliated Persons whose information is submitted to the Bank or to an HSBC Group member (including Personal Data and tax information) may be processed, disclosed and transferred to others as specified in the provisions of this Agreement and in the Notification on Personal Data Protection accessible at <https://www.hsbc.com.tr/en/hsbc/personal-data-protection> and the necessary explicit consents have been obtained. The Customer agrees and undertakes that this obligation to inform and explicit consent will be fulfilled by using the clarification texts and explicit consent texts provided by the Bank in cases where an instruction is given by the Bank accordingly. The Customer agrees and represents that it has the right to access or correct Personal Data and that it will also inform the Affiliated Persons that they have the right stated in Article 11 of the Law on the Protection of Personal Data.
- 11.4 The Customer is informed that personal data provided by the Customer to the Bank may be disclosed to recipients located in jurisdictions which do not offer a level of protection for those data as high as the level of protection in the country in which the Bank is established or the Customer is located.

11.5 In terms of Personal Data to be transferred to the Bank by the Customer, including those of the Affiliated Persons, the Customer accepts, declares and undertakes the following matters:

- (i) it processed and transferred the Personal Data that will be transferred to the Bank, in accordance with the procedures and principles in the PPD, the relevant regulatory procedures, and the provisions on the protection of Personal Data set out under the applicable laws,
- (ii) it processes all kinds of personal data provided to the Bank in a lawful manner and proportionally, that the data in question is correct and suitable for the purpose of providing the Bank, that it has informed and will inform relevant persons that these data will be processed by the Bank on matters related to this Agreement and the performance of its obligations under the Agreement, as specified in the Information Notice for Commercial Customers at <https://www.hsbc.com.tr/hsbc/kisisel-verilerin-korunmasi> and that it has obtained or will obtain their explicit consents when necessary,
- (iii) For the Personal Data that the Customer will transfer to the Bank, it took all necessary technical and administrative measures to ensure the appropriate level of security according to the nature of Personal Data in order to prevent unlawful processing of such, and to prevent unlawful access to Personal Data and to ensure the protection of personal data and it took all necessary technical and administrative measures to ensure that the transfer was carried out in accordance with the law; in cases where the Personal Data transferred qualifies as "sensitive personal data" as defined under the PPD, it will process and transfer such data by taking the additional measures specified in the decisions of the Personal Data Protection Board,
- (iv) Forward the requests of the data owner that are directly or indirectly conveyed to them and concerns the Bank immediately (within 3 (three) Business Days at the latest) and shall comply with the PPD in that respect,
- (v) The Bank shall be entitled to recourse to the Customer for the losses to be incurred by the Bank, the legal, administrative and penal sanctions and the compensation that the Bank may be required to pay due to the violation of this clause or the applicable laws or other reasons due to the Customer, its business partners or third parties to whom Personal Data was sent by the Customer. If the Bank requests the Customer to compensate all losses that may arise therefrom, the Customer shall be obligated to compensate the Bank immediately, in cash and in full.

- 11.6 In accordance with applicable provisions of the Banking Law, the Bank shall not share any kind of information, including but not limited to, the identity/passport information, address details, information regarding its business of the Customer's representative and other individual shareholders of the Customer shared by the Customer, which constitute Personal Data (each, a "**Customer Secret**"), that the Bank became aware in connection with the products and services offered by the Bank, with any third party, and the Bank shall keep such information confidential, except in the following cases, without prejudice to the liabilities arising in connection with Personal Data:
- i. When the Bank is required to share such information due to its legal obligations;
 - ii. In cases permitted under the Banking Law;
 - iii. When the Customer has an explicit request or instruction to the Bank for sharing its information.
 - iv. In cases where it is shared with HSBC Group to satisfy the Bank's operational requirements (credit and risk management, system or product development/planning, insurance, audit and management or similar purposes)
 - v. When it is necessary that the relevant information be shared with HSBC Group for the purpose of maintaining the general relationship between the Bank and the Client, including assessment and management of financial crime risks and evaluation and monitoring of compliance with applicable local and international laws and regulations relating thereto, including money laundering, financing of terrorism, bribe, corruption, tax evasion, fraud, violation of economic and commercial sanctions, and tax inspection;
 - vi. In connection with services obtained from HSBC Group companies.
 - vii. When the Customer requests sharing of such information with HSBC Group companies, to satisfy such request.
- 11.7 The Customer authorizes the Bank to receive all the information and/or documents or their copies that have been provided by the Customer in its applications regarding products/services, register them into the Bank's records and to use them for transactions that requires them to be used for services provided.
- 11.8 The Bank implements a strict security system to prevent unauthorized access to Customer information, except for authorized personnel.
- 11.9 Service providers that have access to the Customer's information and others must comply with the "Customer Secret" practice. The Bank shall take this issue into consideration at all times.

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12. SIGNATURE

- 12.1 This Agreement has been executed with mutual agreement by the Parties accepting the terms and conditions of this Agreement.
- 12.2 The Customer agrees and undertakes that it has been given a form of information regarding this Agreement by the Bank before the Agreement is executed which consists of a total of 47 pages, 12 sections and 98 clauses, that it has read and understood both the form of information and the Agreement entirely, that it agrees with all of the terms and conditions; that no clause is cancelled; that it is not necessary to sign each and every page, that all the terms and conditions of the Agreement shall be deemed applicable even if the previous pages have not been signed that it knows that the up-to-date version of this Agreement is published on the website of the Bank and that it has received a copy of this Agreement in person.

Date of Issue of the Agreement:/...../.....

HSBC BANK A.Ş.

..... Branch

CUSTOMER

We have read and understood all of this Banking Transactions Agreement composed of 47 pages, 12 sections and 98 clauses in total. We declare, agree and undertake that it is not necessary to sign each and every page of the Agreement, and that all terms and conditions of this Agreement shall be applicable to us.

TradeName:

Address:

Signature/Stamp:

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