

GENERAL LOAN AGREEMENT (COMMERCIAL) PRE-BRIEFING FORM

HSBC Bank A.Ş.

MERSIS Number: 0621002428200197

Esentepe Mah. Büyükdere Cad. No: 128 Şişli 34394

www.hsbc.com.tr

**GENERAL LOAN AGREEMENT (COMMERCIAL)
PRE-BRIEFING FORM**

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

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

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

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

Kind regards,

HSBC Bank A.Ş.

Esentepe Mahallesi Büyükdere Cad. No:128
34394 Şişli, İstanbul – Türkiye
Mersis No: 0621002428200197
Trade Registry No: 268376
Website: www.hsbc.com.tr

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

1. HSBC Bank A.Ş. is referred to as "**Bank**" whereas you are referred to as "**Customer**" in the Agreement.
2. The terms of the Article V.1 of the Agreement titled "**Provisions Regarding the Drawdown of Loan**" contain general provisions regarding establishment, increase and cancellation of Loan Limit, types of Loans facilities and provisions applicable to Loans, Loan currency, currency risk and arbitrage in Loans, branch of disbursement and validity of the Agreement for all branches, Loan interest, Default interest, early payment, repayment of the Loan and may be against your interest.
3. The terms of Article V.2 of the Agreement titled "**Fees, Taxes, Commissions and Costs**" contain provisions regarding any fee, commission, cost and tax to be collected within the framework of services to be provided to you and may be against your interest.
4. The terms of Article V.3 of the Agreement titled "**Guarantees**" contain general provisions in relation to borrowing against guarantee, guarantees as the collateral for all sums due to the Bank, Bank's right of pledge, set off, deduction and lien, surety, assignment of bills of exchange and release of guarantee and may be against your interest.
5. The terms of Article V.4 of the Agreement titled "**Customer's Corporate and Social Liability**" contain provisions regarding corporate and social liabilities to be complied with by yourself and may be against your interest.
6. The terms of Article V.5 of the Agreement titled "**Acceleration of Debt and Provisions regarding Default**" regulate provisions regarding events of Default where the debt may be accelerated immediately and termination of the Agreement, cut off of the accounts and deposit right of the Bank and may be against your interest.
7. The terms of Article V.6 of the Agreement titled "**Bank's Right of Legal Action and Authority to Request Cautionary Attachment and Interlocutory Injunction**" regulates provisions regarding Bank's rights in relation to cautionary attachment, interlocutory injunction and right of action through attachment and bankruptcy and costs of termination of Loan, legal actions and execution proceedings and may be against your interest.
8. The terms of Article V.7 of the Agreement titled "**Insurance**" contain provisions regarding Customer's insurance obligation and may be against your interest.
9. The terms of Article VI.1 of the Agreement titled "**Loan Types**" contain provisions relating to application of current account procedures, extension of the Loan facility in the form of a loan agreement, cash Loans, intraday Loan disbursement, TRY term loans with forward value, discount and negotiation Loan, export committed Loans, pre-financing Loan, Loans in foreign currencies, working capital Loans, overdraft commercial deposit account, commercial loans by installments, non-cash Loans, letter of guarantee and other guarantees, letter of credit, import acceptance and aval Loan, Loans disbursed for tax, SSI, bill payments and may be against your interest.
10. The terms under the heading "**Miscellaneous**" numbered VII contain provisions relating to force majeure, evidence, governing law and jurisdiction, notices, notifications to be served by the Bank, account statement, transactions effected through correspondent banks, amendment of the agreement, assignment of receivable, cooperation obligation of the Customer, Bank's liability, monetary unions and value and may be against your interest.

11. The terms of Article VII.12 of the Agreement titled "**Fight Against Bribery and Corruption**" and Article VII.13 of the Agreement titled "**Sanctions**" containing provisions relating to measures to be taken by the bank within the framework of fight against bribery and corruption and sanctions to be implemented in this respect and may be against your interest.
12. The terms of Article VII.16 of the Agreement contain provisions relating to "**Protection of Personal Data and Customer's Confidentiality**" and may be against your interest.

The Agreement has annexes, including but not limited to the Form on Notification Channel, the Form on Preferred Communication Methods Regarding Fees To Be Collected From Commercial Customers, and Standard Trade Terms. It is essential that you read and evaluate the annexes and have sufficient information about their contents.

Customer Statement:

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

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

CUSTOMER

HSBC BANK A.Ş.

Trade Name:

..... Branch

Address:

Stamp and Signature:

Stamp and Signature:

Please print stamp or write the full trade name.