

# BANKING SERVICES AGREEMENT (RETAIL CUSTOMER)

## I. INTRODUCTION

### 1 Parties

This Banking Services Agreement (“Agreement”) has been entered into and executed by and between

PASHA YATIRIM BANKASI A.Ş. (the “Bank”); and

..... (the “Customer”).

Within the scope of the Agreement, the Bank and the Customer shall be hereinafter individually referred to as a “Party” and collectively as the “Parties”.

### 2 Subject-Matter, Purpose and Scope of the Agreement

This Agreement sets forth the terms and conditions and the provisions of all banking services to be realized between the Customer and the Bank as of the signing date of the Agreement.

The provisions of this Agreement cover all accounts opened or to be opened in the name of the Customer at the Bank’s General Directorate and all branches of the Bank and supersede the agreements previously signed under the same scope, if any.

## II. COMMON PROVISIONS

### 3 Basic Provisions

**3.1.** The provisions of this Agreement shall apply for all accounts previously opened and to be opened Customer at the Bank under any name whatsoever and for the products and/or services offered by the Bank within the framework of this Agreement. Whether or not to open a new account upon the Customer’s request is subject to the sole discretion of the Bank within the framework of the laws. The account subject to this Agreement is not opened for the purpose of saving deposit; and the Customer must use this account in accordance with the provisions of the applicable laws that the Bank is obliged to comply with. The Customer acknowledges and warrants to immediately abide by all notices to be sent by the Bank in relation thereof. The amounts of the funds held in the Customer’s borrower accounts cannot be higher than the credit risk. The Customer warrants to use the funds held under this scope for the purpose of intermediation in payments and/or trading of investment products only. The funds held as collaterals in relation to a pledge or assignment agreement are excluded from this scope. Execution of this Agreement does not make the Bank obliged to allow the Customer to benefit from all of the products specified herein.

**3.2.** The Customer’s Account shall be opened under the customer number assigned to the Customer after the signing of this Agreement by the Parties. All accounts to be opened subsequently shall be processed under this Customer Number and the Customer Number prevails despite different suffix numbers added according to the type of account or currency.

**3.3.** By signing this Agreement, the Customer acknowledges, represents, and warrants that it will use and execute any and all services, banking products and transactions to be offered by the Bank within the scope of the Agreement completely in its own name and on its own account, and that it does not act in its own name, but on the account of others.

**3.4.** In any and all foreign currency deposit transactions and all foreign current transactions executed within the framework of this Agreement, cashier’s foreign exchange buying and selling rates applied by the Bank on the date of the transaction shall be taken as the basis depending on the type of transaction to be executed and the foreign currency.

## **4 Disclosure**

**4.1.** The Customers have the right to obtain a current copy of the Banking Services Agreement from the general directorate/ any branch of the Bank. A copy of the current Agreement is also available on the Bank's website. If the Customer wants to get information on the provisions of the Agreement, the Bank is obliged to make any and all explanations and inform the Customer in this regard.

**4.2.** The provisions of the Agreement cover all Accounts opened and to be opened in the name of the Customer at all branches of the Bank. The Parties also accept that in case the Customer has multiple Accounts of the same or different types at the Bank or an account is opened for the Customer, the provisions of the Agreement shall prevail; and that the procedures and principles specified in the Agreement shall also be applicable in case of renewal of the Accounts.

**4.3.** Documents such as any kind of agreement, commitment, instruction, and all sorts of forms, etc. not included in the Agreement, but to be signed by the Customer for provision of the relevant banking services by the Bank constitute an integral part of the Agreement.

## **5 Customer's Obligation to Cooperate**

**5.1.** The Customer shall provide any and all sorts of information and documents requested from it by the Bank in connection with the banking services that it will apply for under the provisions of this Agreement in accordance with the laws of the Republic of Turkey. In case that the Customer is a foreign person or the documents have been written in a foreign language; the Bank may request for Notarized translations of such documents at the Customer's cost and expense. The Bank shall be entitled to obtain, record, and use all such information and documents or copies thereof provided by the Customer under the applicable legislation. The Bank may demand in all transactions that the sources of the money and negotiable instruments and other assets deposited by the Customer be identified or proved duly.

**5.2.** In case that the Bank requests for the renewal of customer information and documents for the purposes of updating, the Customer shall fulfill this request.

**5.3.** The Parties have acknowledged and mutually agreed that the Bank is authorized to take any and all necessary measures due to business relationships and transactions that it will consider risky based on the provisions stipulated in the "Regulation on Measures regarding Prevention of Laundering of Proceeds of Crime and Financing of Terrorism" as well as the matters set out in both national and international legislation, regulations, and rules; that the Bank may conduct the necessary development/adaptation works by following the national legislation and the recommendations, principles, standards, and guidelines introduced by national and international institutions relating to matters within the scope of risk; that the Bank will not be a party in any way and capacity to any business and/or transaction that it will consider risky within this framework; that the Bank may not necessarily realize payments, process remittances, return incoming remittances back to sender due to businesses and transactions regarded as risky for this reason, including, without limitation, those listed herein, and that it may not issue, notify, and confirm various financial instruments, nor make any payments under financial instruments, again without being limited to those mentioned herein.

**5.4.** The Bank may ask the Customer to present an identity card or another official ID at the time of each transaction. The Bank may also ask the Customer to provide information and documents about the purpose of opening an account during the opening of the account. In case the Customer fails to submit such information and documents, the Bank has the right to not proceed with the transactions. The Customer represents that the information/documents that it has provided to the Bank at the time of execution of the Agreement are true and correct and acknowledges, represents, and warrants to notify the Bank promptly of the changes that may occur in such information/documents.

**5.5.** The assets deposited and to be deposited to the Bank must absolutely be deposited in the name and on account of their true and beneficial owners. The Customer acknowledges,

represents, and warrants that it is the “beneficial owner” in the sense defined in the “Law no. 5549 on the Prevention of Laundering of Proceeds of Crime” and the “Regulation on Measures regarding Prevention of Laundering of Proceeds of Crime and Financing of Terrorism” and has opened the account in this capacity and will execute the transactions under the scope of this Agreement in its own name and on its own account; that it acts in its own name and on its own account for any and all sorts of accounts that have been opened in its own name at bank and that it does not act in the name and on the account of another legal or natural person; and that it will notify the Bank promptly in writing of the identity information of any legal or natural person on whose account it will execute any transaction in accordance with Article 15 of the Law no. 5549 in cases where it will act in the name and on the account of others.

**5.6.** Due to continual business relationship established between the Customer and the Bank, as brought by the regulations of the Financial Crimes Investigation Board, and set up/to be set up because of the services to be provided within the scope of the Agreement, the Customer acknowledges that the address information that it has specified in the Agreement is true and correct; and that it accepts to submit to the Bank the document confirming the address that it has declared at the time or before provision of one of the services stemming from the Agreement (residence/domicile certificate or the invoice issued in the name of Customer 3 (three) months prior to the transaction date in relation to a service requiring a subscription such as electricity, water, natural gas, telephone, etc.). The Customer also accepts to submit to the Bank the change of address that it will notify with the same procedure from the date of such change when the continual business relationship is set up or before it is set up. The Customer acknowledges that any and all civil and criminal liability to occur in case it fails to submit the documents shall be on its own account and that the Bank has the power to terminate the continual business relationship, to not execute the transactions, and terminate the existing agreements if it fails to deliver the documents within 10 (ten) days despite the warning issued.

**5.7.** Unless the death of the Customer is not notified to the Bank, the Bank shall have no liability due to the moneys to be withdrawn and all transactions to be executed within the scope of the banking services covered by this Agreement through the use of the Password belonging to the Customer who has deceased. The Bank shall close the Accounts belonging to the Customer who has deceased by making payments to the heirs from the Customer’s accounts in case of the existence of legal heirs and/or agents of the Customer who has deceased.

**5.8.** Under the scope of the US Foreign Accounts Tax Compliance Act (FATCA) and the intergovernmental bilateral agreement governing the reciprocal exchange of information to this effect, the Banks are obliged to identify their customers’ relationship with USA in order to identify whether or not they are a taxpayer in the USA and to inform the Republic of Turkey Ministry of Finance in relation thereof. Therefore, the Bank may request from the Customer to present any and all the necessary information and documents and share any and all customer data and related documents including account details, identity and address details, etc. with all persons and/or entities and local and foreign competent tax authorities authorized pursuant to the applicable legislation including the Revenue Administration of the Republic of Turkey. In the event that the requested information and documents are not duly submitted within the given periods and, in any event, within the statutory periods; the Customer’s payments subject to withholding [the payments subject to withholding are the gross proceeds arising from any and all US-originated identified or identifiable annual or periodical incomes or proceeds from sales of goods or other dispositions (including redemption) and constituting US-origin incomes or dividends] may be subjected to a foreign withholding tax; and the Bank shall not be held responsible for such deductions or any damage that may arise thereof; and if the Bank incurs any damage due to such reasons, the Customer shall indemnify the Bank for such damages.

In case that the Customer has any US nexus in terms of taxation as a part of account opening at the Bank or any other verification or similar status and identification process (residency in the USA, US National or a holder of Greencard, US resident, etc.), but the Customer alleges that it does not have any US nexus in terms of taxation despite such link, the Customer shall immediately inform the Bank thereof and sign the related declaration, form or other document. The

Customer is also obliged to inform the Bank in 30 days in case of a change in such status or conditions specified. The Customer acknowledges and represents that if the Customer is a legal entity and is considered under the scope of passive non-financial foreign entities within the meaning of FATCA, bilateral agreements or any definitions to be made in future in this context, the Customer shall promptly inform the Bank of such situation and, if any, of its shareholders or the persons controlling the company that are of US-origin natural and/or legal persons; and the Customer shall immediately notify the Bank of any possible changes that may occur in such status or conditions reported to the Bank as such.

## **6 Bank and Customer Confidentiality**

**6.1.** The Bank is obliged to protect and to not disclose to third parties the identity information of the Customer that it has obtained due to the services provided by the Bank to the Customer under the provisions of this Agreement within the framework of the relevant provisions of the Banking Law no. 5411 in force as well as any and all customer secrets, including, but not limited to, the identity details, address, and field of activity of the Customer, except for the other parties of the cooperation in case the product/service requested by the Customer is provided in cooperation with third parties, the Bank's direct and/or indirect controlling shareholders, public agencies and institutions, and those explicitly authorized by laws. The Customer acknowledges that the information to be shared within the scope of this article shall not constitute breach of the secrecy obligation and that it has consented to such sharing.

**6.2.** The Customer acknowledges, represents, and warrants that it has consented to the sharing of any and all information and documents qualified as customer secrets that are conveyed to the Bank by itself or third parties and the information and documents that the Bank obtains as a result of the transactions executed under the scope of this Agreement in all sorts of banking services that it would be getting from the Bank, electronic transfer messages for all sorts of money transfers to be made to domestic and foreign accounts, foreign trade transactions, transactions executed through correspondent banks, transactions to be executed through the use of SWIFT system, transactions executed through the use of internet banking, mobile banking, telephone banking, ATMs, and any kind of branchless banking channels, including but not limited to all sorts of transactions and services executed/to be executed under the provisions of this Agreement with third parties that it has procured services from in order to fulfill its obligations that it has undertaken within the scope of this Agreement, Customer assessment and rating agencies that it has procured services from with the aim of assessing Customer's credit worthiness and risk assessment, the Bank's direct/indirect subsidiaries, program partners that the Bank has concluded agreements with, third parties that it has engaged for co-branding activities and the third parties that they are in cooperation with for the purpose of getting their services for itself and/or to get their assessments regarding all sorts of services and products offered to the Customer by the Bank and to conduct surveys as well as the processing of such data by the Bank and such third parties and contacting the Customer.

**6.3.** The Customer's right to issue instructions to the Bank for not sharing the information qualified as customer's secret with other third parties except for persons and agencies authorized by the legislation is reserved.

## **7 Fees, Commissions, Costs and Expenses and Taxes**

**7.1.** Pursuant to the applicable legislation, the Bank shall announce to the Customer by declaring its current transaction fees, costs and expenses and commissions ("Fees") related with the services under the scope of the Agreement in its website ( [www.pashabank.com.tr](http://www.pashabank.com.tr) ) and updates it in case of changes in such fees. The Customer acknowledges that in case of any changes to be made in the fees in any calendar year which will not exceed 1,2 times the increase rate of the annual consumer prices index declared by the Turkish Statistics Institute by the end of the previous year, the Bank may advise the Customer of such changes in writing or via permanent data storage device (short messaging, electronic mail, internet, etc.) or a recorded telephone call 30 days before such changes become effective. Upon receipt of such notice, the Customer has the right to waive from using the product or service until 15 days after the date of such notification.

In case of exercise of such right, no additional interest, fee, charge and/or commission applicable as of the effective date of such increased rates will be charged to or collected from the Customer under any circumstances. If the Customer fails to notify the Bank of its request for cancellation of the related product or service within the given period, the Customer shall be deemed to have accepted such changes. In case of any increase in the fees made in any calendar year, which is equal to or exceeding 1,2 times the increase rate of the annual consumer prices index declared by the Turkish Statistics Institute by the end of the previous year, the Client's separate approval shall be obtained.

The obligation to inform the Customer in relation to the Fees collected by the Bank at the time of the transaction in relation to any spontaneous banking transactions and services which are executed on an occasional basis shall be fulfilled by giving a receipt/transaction voucher at the time of completion of the transaction or by obtaining the Customer's consent in any other manner in line with the structure of the area in which the transaction is executed. The waiver period does not apply for the fees, commissions and charges arising from such spontaneous banking transactions and services.

The Customer acknowledges that any and all charges and expenses required in relation to transactions/products included in and likely to be subsequently added to this Contract and the notifications to be made by the Bank in relation thereof as well as the account maintenance fees, investment product transfer fees, any kind of costs related with issuance of account abstracts and statements, passbooks, reports, documents, SMS notifications, posting costs of any and all documents, and any fees, taxes, funds, and the other similar financial obligations, brokerage fee, commissions and insurance premiums to be charged or collected in consideration for a service related with the account are on the Customer's account. The Customer represents, acknowledges, and warrants that the Bank is entitled to request and collect them; and if the Bank is obliged to pay for such obligations or any other costs and expenses requested, levied or accrued in any manner by Borsa Istanbul (Istanbul Stock Exchange) Precious Metals and Precious Stones Market, Central Bank of Turkey, other intermediary institutions and/or third persons, the Customer shall immediately pay them to the Bank in cash; that the Bank is also entitled to collect such payments as well as the Bank's commissions, fees and any receivables directly from the Customer's account; and that the Customer consents that the Bank may, if desired, collect such amounts directly by realizing upon and converting the Customer's investment account products into cash without sending a further notice.

**7.2.** The Bank is authorized to demand from the Customer, any fees, commissions, and charges and expenses at the rates and amounts prevailing at the time of transaction in connection with money transfer transactions, loans, borrower accounts, securities trading/repurchase-reverse repurchase/ transactions related to investment accounts, transactions for checks and notes, and other transactions and services contained under the scope of the Agreement to be executed through both the branches and/or via the alternative distribution channels through internet and/or electronic media. The Bank may demand such amounts separately for each transaction or each product.

**7.3.** The Customer acknowledges and represents that the Customer is obliged to pay any and all statutory obligations such as fees, commissions, charges, Stamp Duty, Banking and Insurance Transaction Tax (BITT), Resource Utilization Support Fund (RUSF), Exchange Expense Tax, etc. stemming from the products and services in relation to these Contractual accounts and banking transactions, as well as the insurance premium fees or any other costs and expenses that are requested, levied or accrued by Borsa Istanbul (Istanbul Stock Exchange) Previous Metals and Precious Stones Market, Takasbank, Central Bank of Turkey, other intermediary institutions and/or third persons.

**7.4.** The Customer's account will be credited with the amounts of the notes, drafts or checks collected following the collection of the notes/drafts and/or checks, whether protestable or not, that it has given/will give to the Bank through the Bank's Correspondents and the Bank's commission, expenses, and other deductions related to such collection transactions will be debited to the Customer's account. In case the Customer's account does not have a sufficient balance for such amounts, the Customer shall pay these amounts promptly to the Bank in cash

and in full upon the Bank's first demand. The Customer acknowledges and warrants that the Bank is authorized to settle with and deduct such receivables from its accounts or receivables at and from the Bank by notifying the Customer; and that such notes, drafts, or checks will be pledged to the Bank in case they are not sufficient.

**7.5.** The Customer's obligations as specified herein and/or any and all notification and mail expenses relating to the banking products, services, and transactions specified in this Agreement shall be collected by the Bank by deducting from the Customer's Accounts. In case the Customer's account does not have a sufficient balance for such amounts, the Customer shall pay these amounts to the Bank in cash and in full upon the Bank's first demand. The Customer also agrees to pay the fee/fees for notifications subject to its consent providing that its separate request is obtained in relation thereof.

## **8 Instructions sent in writing, via Fax or e-mail**

9 It is essential that all notifications to be sent and all orders and instructions to be given by the Customer to the Bank should be clear and explicit without causing any hesitation. The Bank is not obliged to fulfil any orders, instructions or notifications that are not clear and explicit or that cause hesitation and to the Bank is free to interpret and implement them objectively. However, the Bank shall accept the instructions sent to it via the fax number and e-mail address specified by the Customer in the Agreement providing that this should be agreed with the Customer in advance. The Bank may request from the Customer to subsequently provide the instructions received as such in the form of original documents bearing wet signatures and thus to confirm them. If the Bank requests from the Customer to confirm its instructions received via fax or e-mail, the Customer or its representative shall immediately forward them to the Bank without delay.

10 The Bank may not necessarily accept or fulfil the instructions that are discrepant, obscure or that cause any doubt or hesitation with respect to its meaning or contents, in part or as a whole.

## **11 Identification and Identity Verification**

The Customer agrees to submit any and all identity details and any documents that may be requested from it by the Bank for identity verification purposes with respect to the transactions that it will execute within the framework of this Agreement in accordance with the applicable provisions of the Regulation on Measures regarding Prevention of the Laundering of Proceeds of Crime and Financing of Terrorism".

## **12 The Bank's Right to Lien, Retention, Exchange, Offset, and Transfer**

The Customer's all accounts and receivables that have arisen and will arise at and from the Bank are pledged to the Bank in consideration for its debts that may arise due to the services as set forth in this Agreement. If such debts become immediately due and payable or in case of occurrence of conditions entitling the Bank to exercise its legal rights of offset, deduction, and retention, the Bank may exercise its right of retention, offset and deduction over such assets of the Customer.

## **13 Value Date**

Value date means the same day for the account that will be debited and the next working day for the account to be credited in case of any payments made via transfer instruction/s. The value date in crediting the account for the amount in remittances received through EFT is the first working day following the date when the Bank's correspondent account is credited for the amount. If the value date or the day for the calculation of the value date in cases where the account is credited falls on a weekend or other holidays; the value date is the first working day following the end of holiday. The Customer agrees that the Bank shall execute transactions in accordance with the legislation in force and the Bank's own practices with respect to determination of the value date.

## **14 Transactions executed in representation of (as agent for) the Customer**

If the Customer intends that the transactions at the Bank will be executed by an attorney acting for and on behalf of the Customer, it is essential that the power of attorney to be arranged should exactly indicate in detail the transactions intended to be executed by the attorney, in a manner acceptable to the Bank. The Bank is entitled and authorized to determine whether the transaction requested by the attorney is not in compliance with the power of attorney and to not accept the power of attorneys with obscure texts. In addition, the Bank may not approve execution of specific banking transactions or the transactions exceeding a certain amount by an attorney pursuant to the related legislation. It is mandatory that the representatives (attorneys) authorized by the Client must present their proofs of power (power of attorney, etc.) in order to act in the name or on the account of the Customer. If the Customer is willing to limit such power, it should exactly specify it in such representation document (Power of Attorney, etc.). Any notices sent by the Bank to such representatives in relation to the Customer shall be deemed to have been also made to the Customer at the same time. If there are several persons with signing authority where the authority is not specified to be individual or joint, the Bank may accept that each authorized signatory has the individual/several authority. The transactions executed via such power of attorney shall be binding for and upon the Customer unless dismissal of the related attorney is notified to the Bank in writing.

## **15 Amendment of the Agreement**

The Bank is authorized to directly change all conditions and provisions of this Agreement at any time on its own decision. The Bank shall notify these changes to the Customer through a 30 days' prior notice. The Customer is entitled to terminate this contract without indemnity until the end of the said 30- day period. The Customer failing to object within this period shall be deemed to have accepted such amendments.

## **16 Change in Services and Suspension of Services**

The Bank is authorized to terminate or change the services covered by this Agreement, in part or as a whole, for good reasons and/or for the reasons arising from local and/or OECD, FATCA and any other similar foreign legislation, by sending a notice to the Customer.

## **17 Transfer of Services to Another Branch**

The Customer represents, acknowledges, and warrants that the Bank may transfer the services that it has been providing to another branch at a time to be determined by it by notifying such transfer to the Customer and the binding effect of the provisions of this Agreement with respect to the Customer shall remain unchanged in case of such a transfer; and that the Customer's accounts may, in such case, be followed up in a new account to be opened and under a new IBAN.

## **18 Dormant Accounts**

In case that the Customer's Account has no balance other than the token value created by the Bank itself, or the Account lacks any products linked to it, or the Account balances fall below the balance to be specified and likely to be changed by the Bank, or there has been no activity related with the Account for a period of at least 1 (one) year; the Bank is authorized to close such Accounts by sending a notice to the Customer.

In case that the Account has a balance and the account has been inactive for at least 1 (one) year; the Bank can block debit and credit transactions in the account for the safety of the Customer.

## **19 Termination of the Agreement and Closing of the Account**

**17.1.** The Customer has the right to terminate the Agreement by sending at least a 30 days' prior written notice to the Bank. In such cases, the Customer shall close all of the Accounts by paying any and all receivables of the Bank, including installment expenditures with a forward maturity made in relation to the Agreement, and thus, terminate all service relationships at the Bank.

**17.2.** The Bank may suspend, stop or permanently cease any and all services, including the Branchless Banking Services provided by the Bank by sending a notice of legal reason to the Customer, including without limitation, the reasons or circumstances where the Customer fails to fulfill its obligations covered by this Agreement, or identity determination and verification that is required to be made under the legislation in force due to suspicions about the adequacy and accuracy of the identity information cannot be performed; or the Customer fails to pay its debts arising from the transactions, products, and services covered by this Agreement and other obligations to the Bank; or the Customer is placed under scrutiny by the Bank due to another transaction or exposed to litigation by third parties or there is unconfirmed information received as such, or the Customer's bankruptcy is requested or postponed, or the Customer goes bankrupt, or requests for composition with creditors, or acts explicitly contrary to applicable legislation, or misuses the banking services, or makes it extremely difficult for the Bank to deliver services, or its behaviour that disrupts peace in the Bank's units gets persistent. In such cases, the Bank may close the Accounts, ask for payment of the debt in full together with the related accessory charges, and unilaterally terminate the Agreement. Except for the good causes listed above, the Bank may also terminate the Agreement without giving any reason by sending at least two months' prior notice.

## **20 Prescription Practices:**

**18.1.** Out of any and all share certificates and funds, investment fund participation certificates, the amounts held in borrower fund accounts opened in the name of the Customer who has been provided with a checkbook even if a checkbook has not been physically delivered, and any kind of borrower's funds, deposits, receivables and entrusted assets, including the interest income that will accrue until the end of the prescription period of such items entrusted to the Bank; those that have not been claimed within 10 (ten) years starting from the date of the Customer's latest request, transaction, or any written instruction shall no longer be valid due to lapse of time.

**18.2.** The Bank shall warn the Customer that has any and all sorts of borrower's funds, entrusted assets, and receivables at an amount of TL 50 (fifty Turkish Liras) and above, which have lapsed within one calendar year, by sending a registered and reply paid letter until the end of January of the following calendar year indicating that the Customer's accounts would be transferred to the Savings Deposit Insurance Fund ("SDIF") in case the Customer fails to apply in relation thereof. Such borrower's funds, entrusted assets, and receivables and all sorts of borrower's funds, entrusted assets, and receivables at an amount below TL 50 (fifty Turkish Liras) shall be posted on the Bank's own website in the form of a list for a period of 3 (three) months starting from the month of February. The Bank shall announce that the lists in question have been posted on its own website until the fifteenth day of February for a period of 2 (two) days in two national newspapers with the highest circulation all around the country. The lists posted on websites are also sent simultaneously to the SDIF by the banks. The SDIF posts these lists in a consolidated form on its own website by the end of May.

**18.3.** Of all sorts of funds, entrusted assets, and receivables that have lapsed and announced, those that have not been claimed by the Customer or its heirs by the fifteenth day of June shall be transferred by the Bank to the SDIF's accounts at the CBRT until the end of June together with the related interests and dividends. The Bank is obliged to notify this situation to the SDIF within 1 (one) week from the date of transfer in a list containing the Customer's identity information, addresses, and the amount that its rights have reached together with the related interests and dividends. The prescription period in the accounts opened in the name of minors solely for the purpose of payments to be made to them shall start to run as of the date when the related person becomes an adult. The prescription period for the accounts blocked by competent authorities stops on the date when they are blocked. The prescription period starts to run as of the date when such blocking on the account is lifted.

**18.4.** The prescription practice (contents and timing of notices to be sent, etc.) related with the entrusted assets and receivables under the scope of the applicable Investor Compensation Center Regulation shall be subject to the said Regulation.



## **21 Working Days of the Bank**

The Bank shall be closed on national holidays, at weekends, in the lunch breaks and during general holidays as well as the other days to be accepted as holidays by the Banks Association of Turkey. These days shall not be considered as working days. Interests, fees, commissions and any other charges shall continue to accrue even at such times when the Bank is closed.

## **22 Evidential Contract**

The Parties acknowledge that in case of any disputes that may arise between the Parties, the Bank's commercial books and any and all records such as microfilms, microfiches, computer, telephone and key-tape records, voice recordings, any and all forms, fax messages and or instructions signed by the Customer, call dialling and telephone records related with telephone banking transactions and internet banking records, transaction logs and the records pertaining to other non-branch channels that may be put into service in future and the written or faxed instructions to be sent by the Customer to the Bank shall constitute conclusive evidence pursuant to article 193 of the Code of Civil Procedure and that this article constitutes an evidential contract.

## **23 Electronic Signature**

**21.1.** The Customer exactly acknowledges and accepts all transactions executed using electronic signature, KEP (registered e-mail) account or mobile electronic signature under the scope of the Electronic Signature Law and the Regulation regarding Principles and Procedures of the Registered Electronic Mail System and the consequences of such transactions just as executed by handwritten signature.

**21.2.** The Customer acknowledges, represents, and warrants that the Bank will not be responsible for any kind of disruption, delay, error, etc. that may occur at the agency or operator level during the process of electronic signature transmitted via electronic media or mobile electronic signature transmitted via mobile phone.

**21.3.** When other electronic media are created in the future through which electronic signatures can be used and when the Bank makes such media available for service; the Customer shall exactly accept the transactions executed through such media as well.

**21.4.** The Customer consents and agrees to the archiving/storage by the Bank of the transactions that it executes using electronic signature and KEP (registered e-mail) account and delivery of such records to the relevant authorities if and when necessary or use of such records as evidence.

## **24 Legal Domicile and Correspondence Address**

**22.1.** The Bank's legal domicile and correspondence address is its legal head offices registered in the Trade Registry.

**22.2.** The Bank shall sent any and all notices to the Customer's address specified in the Agreement and entered into the Bank records. If any notice cannot be delivered to such addresses, the notices sent to the Customer's current address registered in the Address-Based Registration System shall be valid according to the Law no. 7201 on Notifications.

## **25 Competent Court**

The Customer accepts and submits to the jurisdiction of Istanbul Central (Çağlayan) Courts and Execution Offices for settlement of any disputes that may arise between the Bank and the Customer. This jurisdiction agreement is applicable for the agreements signed with traders or public legal persons or entities; and the related provisions of the Code of Civil Procedure shall apply in terms of the jurisdiction agreements signed for natural persons. However, the authorization of these courts and execution offices shall not prevent any application to be made by the Bank to, and any prosecution to be initiated by, the judicial authorities of the location where the Customer resides or the goods and assets owned by the Customer are located or the branch handling the account is located.

## **26 Other Provisions**

**24.1.** The Custodian/Trustee has to act in accordance with the legislation while executing a transaction over the accounts on behalf of the Customer, and obtain the permission of the relevant court if and when required. The Bank shall have no liability for damages that the Customer and custodian/trustee may suffer due to the delay or failure in executing the transaction. The custodian/trustee acting on behalf of the Customer acknowledges that the Customer's obligations set out in the Agreement shall be exactly valid and binding for them as well and that they shall be personally responsible for transactions that they may execute by exceeding their line of authority.

**24.2.** In case the Bank requires the Customers to keep assets over a certain limit at the Bank as a collateral in order to offer specific products and services; it will inform the Customer about such requirements before offering the relevant product/service. In the event that the requirements to be notified as such cannot be fulfilled when the product/service is requested or throughout its utilization period; the Bank may refrain from providing the relevant product/service or providing the yield or interest for the product/service, and cease rendering the service. Although the Bank has the right to change the conditions regarding such services, the Bank may request the Customer to adapt and make its current assets compatible with the new limit by serving a notice/making an announcement before the date of such changes in case that the Customer will suffer any loss of rights due to such changes; and the Bank may terminate the relevant product or service if the Customer does not want to bring its current assets to a state compatible with the new limit.

**24.3.** The Bank may post the announcements that it will make in relation to products and services contained in the Agreement and its annexes on such channels as the Bank's website, branch information boards, account statements, etc., depending on the nature of the relevant product or service and without prejudice to the regulations and limitations introduced/to be introduced by the legislation.

**24.4.** The Customer accepts to promptly notify the Bank in writing of the changes that may occur in its mobile phone information and all other communication details contained in the Bank's records in order to ensure the identity verification and notifications to be made in relation to the banking products.

## **III. SPECIAL PROVISIONS**

### **27 Accounts**

The provisions of this Agreement shall apply for all of the Customer's accounts previously opened or to be opened at the Bank under any name or title whatsoever.

#### **27.1 Foreign Currency Accounts**

All transactions relating to the Accounts opened and to be opened in foreign currencies are executed in the currency in which the Account is/has been opened without prejudice to the provisions of applicable laws. However, if the Bank and Customer reach to a mutual agreement upon the Customer's demand, the transactions under the Accounts may be executed in any currency other than the foreign currency in which the Account has been opened. The foreign exchange rates applied by the Bank on the date of execution of the transaction are taken as the basis. In case of any and all transactions involving arbitrage, foreign exchange buying or selling or any other similar foreign exchange operations, the loss and damages that may result from exchange rates shall be solely on the Customer's account. The Bank is entitled to collect commission and charges in such transactions.

#### **27.2 Automatic Investment Account**

**25.2.1.** It is the investment account in which the amount currently held available in the Customer's borrower's funds account and over the lower limit to be set by the Customer is

automatically used or invested in investment instruments deemed suitable by the Bank and mutually agreed with the customer providing that such amount shall not fall below the limit to be specified by the Bank. The Customer may close its Automatic Investment Account by notifying the related request to the Bank at any time desired.

**25.2.2.** The amount over the lower limit set by the Customer may be used for purchase and sale of investment funds that are held in the Bank's portfolio or intermediated by the Bank, but owned by other financial institutions, over the prices to be set by the Bank or in foreign currency trading transactions using the Bank's exchange rates or in overnight short or long-term borrower's funds transactions. It is possible that the Customer may not necessarily gain any income or even fall into a negative balance as a result of such transactions; and in such cases, the Customer acknowledges and represents that the Bank does not give any warranty of returns/proceeds and the Bank will not have any liability in relation thereof; and that the Customers is aware of the properties of such investment products.

**25.2.3.** The Customer acknowledges and represents that the Customer has authorized the Bank to the fullest extent possible for management of its Automatic Investment Account to be opened at the Bank under the conditions and in the manner to be specified by the Bank.

**25.2.4.** The Bank is authorized to impose and accrue commissions and Automatic Investment Account management fee in relation to the Automatic Investment Account and for the transactions and services to be executed or entered in or through such account over the rates and at the amounts prevailing at the time of transaction and announced by the Bank for such transactions; and to collect such amounts directly from the Customer's account at the Bank.

### **27.3 Bills of Exchange placed in Collection**

**25.3.1.** The Bank shall credit the Customer's account for the amount of the bills of exchange given to it for collection purposes following the related final payment and collection. If the Bank has entered the amount of checks or bills of exchange into the Customer's receivables before their collection; this shall not create a right of claim in favour of the Customer. The Customer acknowledges that the credit record entered by the Bank into the account is made for ease of accounting only.

**25.3.2.** The Customer acknowledges to deliver the bills of exchange that it will give to the Bank for collection by completing the Bank's list for checks and notes provided; otherwise, the Bank may not accept any bills of exchange for collection.

**25.3.3.** The Bank is authorized to remove from the account, the amount of any bills of exchange credited into the account before the related payment and collection, at any time and in particular when they have not been paid or they have been returned without payment. The exercise by the Bank of its right to delete the amount of the bills of exchange credited into the account from the account before the payment shall not prevent the Bank from exercising its rights of lien, retention, exchange, and setoff.

**25.3.4.** It is the Customer's responsibility to check the health of bills of exchange submitted to the Bank for collection. However, the Bank shall check whether or not such bills of exchange meet the related legal qualifications, whether there are any corrections, deletions or other alteration marks on them and whether their chain of endorsements is appropriate and then warn the Customer about the deficiencies that may be identified as a result of such checks. The Bank is not responsible for the failure in collection due to other deficiencies except for those that may be identified with due care and diligence, or due to any acts or actions such as forgery or fraud and for checking such matters.

**25.3.5.** The Customer agrees to pay in advance the charges and expenses related with the bills of exchange provided for collection; otherwise, the Bank shall not be responsible for non-fulfillment of the collection/protest. The Bank shall be responsible in case of its failure or delay in submitting or protesting the bills of exchange, or its failure or delay in using its right of recourse providing that there is a fault attributable to the Bank and that the Customer substantiates and

documents with a court decision that it could not receive its claim or receivable from the drawer due to such reasons.

**25.3.6.** The notification to be sent by the Bank to the addressee (debtor of the bill) is enough for it to be considered to have fulfilled its duty of submission. The Bank may send this notification by ordinary mail or by another way that it would deem appropriate. The Bank shall not be responsible for any loss or delay of notification in transit or for the other party's avoidance from receiving such notices. Even if not legally sufficient, the Bank shall not be under any other burden with respect to submission of the bill of exchange except for sending such a notice.

**25.3.7.** The Bank is authorized to protest the bills of exchange that it has submitted in case they are not paid on maturity and to serve notices and warnings in relation thereof. The claims for indemnity and the other claims that may be raised by the addressees or third persons against the Bank in relation to such transactions and the related consequences are on the Customer's account; and the Bank is authorized to have recourse to the Customer in relation thereof.

## **28 General Provisions regarding Money Transfer Transactions**

**26.1.** Money Transfer shall be executed in the currencies that are in circulation by the date of transaction in addition to Turkish Liras.

**26.2.** In each transaction for Money Remittance, Transfer, EFT, SWIFT transactions ("Money Transfer") given by the Customer, the details such as the name, surname or trade-name of the recipient of the Money Transfer, the recipient's Turkish ID number (TCKN), Foreign ID Number (YKN), Tax ID Number (VKN), account number (IBAN), customer number or user code, receiving bank name, branch or bank branch code, recipient's address details, the amount and currency subject to Money Transfer, and, if any, the person that will be responsible for correspondent fees and charges, etc. which may be requested by the Bank according to the nature of the transaction and any and all other information considered necessary by the Bank for execution of the related Money Transfer transaction by the Bank shall be exactly specified by the Customer.

**26.3.** The Bank may reject to fulfil any Money Transfer instruction given by the Customer if and when considered necessary. In such cases, the Bank shall notify the Customer of the reason of such rejection and how the errors causing such rejection, if any, can be corrected, using the Customer's contact details entered into the records of the Bank not later than by the end of the working day following the date of receipt of the Money Transfer instruction.

**26.4.** In the event that the related amount of transaction is below the amounts specified in Article 58 of the Regulation on Payment Services and Electronic Money Issuance and Payment Organizations and Electronic Money Organizations ("Regulation") and therefore, it is clearly understandable from the current circumstances that the Bank will not fulfil the Money Transfer instruction; the Bank is not required to notify the Customer of such rejection and the reason of rejection.

**26.5.** If the Money Transfer instruction is received by the Bank on a non-business day, the related Money Transfer Order shall be deemed as received on the next business day. In case that the Money Transfer day indicated in the Money Transfer instruction falls on a holiday and/or the Money Transfer instruction is received after 09:00-16:30 time window announced by the Bank as the hours for execution of transactions on the same day; the Money Transfer instruction shall be considered as received on the first business day following the transaction.

**26.6.** Without prejudice to the arrangements set forth above, the Money Transfer shall be executed in a maximum period of 1 day for transfer transactions, in 1 day for money remittance transactions, in 1 day for EFT transactions, and in 3 days for SWIFT transactions from the time of receipt by the Bank of the related Money Transfer instruction.

**26.7.** In case that the amount of Money Transfer arrives late at the recipient's account as a result of the failure to make the Money Transfer on time due to refusal of the Money Transfer by the recipient for any reason, unavailability of the Account on the last day of payment for automatic transfer, imposition of attachment/seizure or injunction on the accounts or the Account to which the Money Transfer will be made or if the amount of Money Transfer does not arrive at all at the

recipient's account for any other reasons; the Bank may withdraw from the Money Transfer transaction or cancel the transaction before the amount is transferred to the recipient's account if the Bank has processed the related Money Transfer instruction. However, when the amount is credited to the beneficiary's account and the Bank has to make any payment in relation to the amount in question, the Customer shall pay the Money Transfer amount upon the Bank's request together with the default interest to be calculated over the delay interest rate effectively applied by the bank for the period that will elapse from the date of transaction until the date when it will actually make the repayment.

#### **26.8. Authorization of the Bank and the Customer's Right of Withdrawal:**

When the instruction for execution of a Money Transfer sent by the Customer is received by the Bank or approved with remote communication tools, the Bank shall be deemed authorized. Any Money Transfer not duly approved according to the agreed method is considered unauthorized. Money Transfer instruction cannot be withdrawn by the Customer after its receipt by the Bank except for the cases mentioned in the paragraph below.

After the authorization of the Bank by the Customer, the Money Transfer instruction can be withdrawn so long as the transaction is not executed by the Bank. In case that the transaction amount and/or expenditure limit is below the amounts specified in Article 58 of the Regulation, the Money Transfer instruction sent to the Bank cannot be withdrawn by the Customer. If an approval given for several Money Transfers is withdrawn, the future-dated Money Transfers shall be deemed unauthorized.

#### **26.9. Non-execution or Erroneous Execution of Money Transfer Transaction by the Bank:**

The Bank is responsible towards the Client for the transmission of the Money Transfer to the recipient's bank in accordance with the instruction. The Bank shall transfer the amount of the payment transaction to the account of the recipient's payment service provider in no later than 4 business days following the receipt of the payment order. If the recipient's bank is located abroad, the Bank shall transfer the amount of Money Transfer to the recipient's bank account in 3 business days.

In case of any circumstances where the Bank is responsible according to the paragraph above, the Bank shall return the unrealized or erroneously realized part of the Money Transfer to the Customer without delay, and if the amount has been deducted from the Account, it shall restore the payment Account to its previous condition.

In case of unrealized or erroneously realized Money Transfers for which the Money Transfer instruction has been given by the Customer under its capacity as the sender, the Bank shall, if requested, identify the reasons of non-execution or erroneous execution of the transaction and notify the Customer of the result, no matter whether the Bank is responsible or not.

If the Bank cannot execute the Money Transfer or conducts an erroneous transaction except in case of a fault or defect attributable to the Customer, the Bank shall be liable to indemnify the interest and fees which the Client had to pay.

#### **26.10. The Bank's and the Customer's Rights and Obligations for Unauthorized or Erroneously Executed Transactions:**

As from the moment the Customer becomes aware of an unauthorized or erroneous Money Transfer transaction, it shall immediately notify the Bank without delay and request correction of the transaction. The correction request cannot, in any case, exceed 13 months after the execution of Money Transfer. If all the information related to Money Transfer has not been provided by the Bank, the Customer may request correction at any time without being subject to this time limitation. The correction request should be submitted in writing or via remote communication tools.

In case that the Customer alleges that it has not authorized any realized Money Transfer or that the transaction has not been executed properly; the burden of proof shall be on the Bank's account to prove that such transaction was authorized by the Customer, recorded properly and

entered into the accounts accurately. In case it is proved that the Money Transfer was executed erroneously or without authorization by the Customer; the Bank shall be obliged to immediately refund the amount related to such Money Transfer to the Customer or to restore the debited Account to its previous condition.

If a lost or stolen "Payment Instrument" (card, mobile phone, password or any other similar personal tool used to give the Money Transfer instruction) is used or the Payment Instrument is used by others due to failure to keep personal security information properly; the Customer shall be liable for up to one hundred and fifty Turkish Liras of the loss arising from illegal use of unauthorized payment transactions that have taken place in the last 24 hours prior to the notification made by the Customer. The Customer cannot be held liable for payment transactions which it has not authorized.

If the transaction amount is below three hundred Turkish Liras and/or the expenditure limit for the transactions executed using the payment instrument is below five hundred Turkish Liras; the Money Transfer instruction sent by the Customer to the Bank cannot be withdrawn. These amounts may be increased and/or decreased under the related Regulation.

## **29 Provisions regarding Automatic Money Transfers/Automatic Payments**

**27.1.** The Customer may sign and deliver to the Bank an instruction/form containing sufficient and accurate information for invoices and similar payments that the Customer wants to be paid out of its Account automatically/regularly. In case of any changes in the information provided on the instruction/form, the Customer shall inform the Bank of such changes; otherwise, the Bank shall execute transactions with reference to the information provided on the current instruction/form. All the necessary information including the invoice details of the contracted institutions should be forwarded to the Bank completely and accurately in order to ensure the execution of automatic invoice payment transactions by the Bank. The Customer shall be responsible for the interest, expenses and delay charges that may arise from transmission of such information incompletely or inaccurately.

**27.2.** The Customer must send a prior written notice to the Bank one month before the last transaction date in order to withdraw from automatic payment/automatic money transfer instruction.

## **30 Branchless Banking Channels**

### **30.1 Common Provisions**

Branchless banking channels are any and all alternative delivery channels, including, without limitation, ATMs, Telephone Banking, Internet Banking, Mobile Banking, Kiosks, etc. through which the Bank provide these Contractual services in addition to its branches.

The Customer shall keep confidential and not share with others the elements such as passwords, etc. allocated to it for receiving services through Branchless Banking Channels; and the Customer shall immediately notify the Bank of any loss or theft of the SIM card and (if Security Token is allocated by the Bank) the Security Token related with the mobile phone that the Customer has notified to the Bank in order to use Branchless Banking Channels, and of any changes in any and all of its contact addresses notified by the Customer to the Bank.

The Bank shall take any and all measures that it deems necessary for provision of the service safely and record all calls between the Customer and the Bank through audio and video recording methods by providing prior notification to the Customer any may keep such records for the required periods.

The Bank is authorized to set the highest amounts of transactions that may be executed in a day and/or per transaction basis separately for each of the Branchless Banking Channels.

## **30.2 Internet Banking**

Internet Banking refers to the system through which the Customer may send instructions or execute banking transactions through internet communication established over any kind of communication protocols such as internet protocols/web/wap/etc. by using any and all internet-enabled devices such as computers, palmtop computers and other mobile devices, which may be used under the names such as mobile branch and internet branch.

The Customer shall benefit from the products and services offered through Internet Banking by using the website address announced by the Bank and if the Customer's request to benefit from such service is received in advance.

The Customer shall comply with and adapt itself to the security measures to be developed by the Bank by following the information on the risks of Internet Banking service which will be posted by the Bank on its website.

## **28.3 Mobile Banking Services**

The following conditions shall apply if the Customer benefits from Mobile Banking products and services offered by the Bank by the date of execution of the Contract and to be offered by the Bank in future by using its mobile phone. These provisions shall also be applicable in case of provision of the service through any and all internet connection and via palmtop computers or any other wired devices or systems.

The Customer is charged by the mobile operator that it has subscribed to during the utilization of Mobile Banking applications provided by the Bank. The responsibility for payment of the fees requested by the mobile operator from the Customer solely rests with the Customer.

The Customer approves and consents to the sharing with the Bank of the mobile phone number information related with its mobile phone that it uses for access to the Bank's Mobile Banking applications over the mobile operating systems of which it is a customer for use as a security component to be used for identification of the Customer.

## **28.4 Telephone Banking Services:**

The transactions executed through Telephone Banking are the banking transactions realized over audio and/or touch-tone telephone records without a written document or instruction by using the identity verification methods offered by the Bank.

## **30.3 Safekeeping of Passwords/Codes and the Like and Any and All Customer-owned Information**

The authorization of the Customer to issue instructions for the services under the scope of the agreement following the transmission to the Customer of the temporary or permanent passwords/codes that have been determined by the Bank and/or other information that could be used in executing banking transactions may be possible with the passwords/codes that will be created by the Customer and/or other information that can be used in executing banking transactions. The Customer acknowledges, represents, and warrants that the transactions executed within the framework of the limits fixed and assigned by the Bank through the use of passwords/codes determined by the Customer and/or other information that can be used in realizing banking transactions shall be binding for the Customer; that it hereby waives in advance its right to raise an objection alleging that the transactions realized through the use of such passwords/codes and/or other information that may be used in executing banking transactions have not been actually executed directly by itself; that the Bank will not be responsible if the Customer suffers any loss or damages as a result of the use of passwords/codes and/or other information that could be used for executing banking transactions by third parties other than itself; and that the Customer shall be responsible for any possible damages to the Bank and hereby relieves the Bank in advance from any loss or damages that it has incurred/is likely to incur.

#### IV. ANNEXES

##### I. Information and Consent Form for Processing and Transfer of Personal Data

I hereby acknowledge and represent that I have completely read this Agreement comprising 28 (twenty-nine) articles, 16 pages and 1 Annex entitled Information and Consent Form for Processing and Transfer of Personal Data; that I don't need to sign/initial every page of it; that all provisions of the Agreement including the Main Banking Products Information Form shall be applicable for me; that we have discussed and I have completely agreed to all the issues specified in the Agreement including fees, charges, commissions and taxes; and that this Agreement was arranged and signed as 2 (two) counterparts on the date specified below and one copy of it has been delivered to me.

<b>Customer's Name &amp; Surname</b>	
<b>Turkish Identity No.</b>	
<b>Residential and Correspondence Address</b>	
<b>Date</b>	
<b>Signature</b>	



With respect to the copy of the agreement delivered to you, we kindly request from you to write the expression “*I received a copy of the Agreement by hand*” and place your signature into the field below in your own handwriting.

-----  
Date: ...../...../ 20.....

**SIGNATURE :**

**PASHA YATIRIM BANKASI A.Ş.**

## ANNEX I

### INFORMATION AND CONSENT FORM FOR PROCESSING AND TRANSFER OF PERSONAL DATA

This information and consent form has been drafted pursuant to article 10 of the Law no. 6698 on Protection of Personal Data; and with this form, it is aimed to enlighten and inform you about the method, purpose, and legal reasons of the processing and transfer of your personal data and your rights regarding protection of your personal data.

Your personal data that you have provided or notified to our Bank in order to receive banking services/buy products from Pasha Bank A.Ş. or obtained by our Bank through various channels are processed in our capacity as the "Data Controller" under the scope of the "Law on Protection of Personal Data".

Your personal data are processed in relation to Banking activities for the purposes such as offering our Bank's products and services, contacting you and providing you with information in relation to the product and service that you receive/will receive, using such data in marketing activities subject to your prior consent that you have given to this effect, or product/service offerings, modelling, reporting, scoring, risk monitoring, intelligence, current or new product studies conducted by our Bank and our subsidiaries and potential client identification, etc.

Your personal data may be transferred, due to legal requirements and within the statutory limits, to the administrative and official authorities legally requiring transfer of such information, Credit Card Registry Bureau, Interbank Card Center, Banks Association of Turkey Risk Center, our Bank's direct or indirect shareholders and domestic-international subsidiaries, the companies conducting their activities under their capacity as intermediaries/agents, domestic-international third persons from which our Bank outsources support services to the extent allowed by legislation, independent audit companies, the institutions allowed for exchange of information pursuant to the Banking Law, and the authorities and institutions like the Banking Regulation and Supervision Agency, Capital Markets Authority, the Central Bank of the Republic of Turkey and MASAK (Financial Crimes Investigation Board). Due to abovementioned purposes, your personal data are processed under the banking, taxation and social security legislation and the laws and regulations related with the Banks.

Your personal data are collected by or through our general directorate or our branches, our contracted dealers and the companies for which we act under our capacity as the intermediary/agent, the applications filed via websites, ATMs, our internet branches, our call centers, social media, customer calls, scanning of judicial records, market intelligence, identity sharing system, address sharing systems, SMS channels, written/digital applications filed through websites, direct banking, merchant POS channels, contracted stores, online sales websites, SGK records, companies from which call center services are outsourced, PTT, Interbank Card Center, and any other methods or channels through which our Bank contacts its customers or may contact them in future; and such data are stored for the statutory periods set forth in the related legislation.

Regarding the processing of your personal data by our Bank; pursuant to article 11 of the Law on Protection of Personal Data; you are entitled to learn whether your personal data are processed or not; and if processed, to request information regarding such processing; to learn the aim of processing and whether or not your personal data are being processed in line with the related collection purposes; to know the third parties to whom such data are transferred within the country and abroad; to request for correction of your personal data if they are processed erroneously; to request for erasure/destruction of such data in case of termination of the reasons requiring processing of personal data; to request for notification of any correction or erasure action to the third parties to whom such personal data are transferred; to object to any results that may arise to the detriment of you through analysis of such processed data exclusively via automatic systems; and to claim for indemnification of any loss or damages that you may incur because of illegal processing of your personal data.

I have been informed of the methods, purposes and legal reasons related with the processing and transfer of my personal data by Pashabank and of my rights in relation thereof.

**Name-surname** :

**Signature** :

### **Customer's Statement**

I hereby acknowledge, agree and consent to the processing by Pashabank under its capacity as the data controller "Pasha Yatırım Bankası A.Ş." of my personal data comprising identity information, contact details, resume details, customer number, financial data, financial transaction details, shareholding details, vehicle license and comprehensive insurance data, real property data, customer number, credit rating, risk assessment score, and access details (internet banking username and IP data) for the purposes of execution and implementation of the agreements that I have signed or will sign with the Bank in future, offering of the Bank's products and services, contacting and providing me with the information on the products and services that I have received/will receive, using such data in marketing activities subject to my prior consent that I have given to this effect, if any, fulfilment of the legal obligations and exercise of the rights by the Bank and for the related product/service development, modelling, reporting, scoring, risk monitoring, and intelligence purposes and within the framework of general Banking legislation and in compliance with the Constitutional guarantees and the principles and guarantees specified in the Law no. 6698 on Protection of Personal Data and I also consent to the transfer of my personal data to the administrative and official authorities legally requiring transfer of such information, independent audit companies, the members of the board of directors and board of auditors of the Bank in the country and abroad, as well as the Bank's partners, affiliates and subsidiaries for the abovementioned purposes and under the same terms and conditions.

**Name-surname** :

**Signature** :