

BANKING SERVICES AGREEMENT (Short Version)

Parties: This Banking Services Agreement has been executed and signed by and between Türkiye Emlak Katılım Bankası A.Ş. (Emlak Katılım, Bank) and customer/s whose detailed information are provided at the end of this Agreement (Customer).

Purpose: This Agreement sets forth the principles and procedures with respect to the execution of the Agreement through distant channels in order to benefit from the products and services offered by the Bank.

Process: Customer record is created by the Bank following the execution of the Agreement and completion of identification process as per the relevant legislation. The "Banking Services Agreement" (BSA) to be approved by the Customer through Emlak Katılım's branches, mobile branch or distant channels is activated by the Bank. This Agreement has been concluded as an annex and integral part of said BSA. For matters not regulated herein, the provisions of "BSA" shall apply.

Transactions to be carried out by the parties as per this Agreement can be carried out via Online Banking channels. Online banking temporary password is sent to the Customer's mobile phone shown in this Agreement via SMS. The Customer hereby agrees and declares that the transactions carried out through Branchless/Online Banking channels with his/her password shall bear all the consequences of a transaction carried out in writing against a signed document and that he/she shall not argue the validity of thusly carried out transaction.

Identity, Address and Contact Information: The Customer unconditionally agrees and declares that the identity, notification address and contact information details shared with the Bank are accurate and updated and that any changes to these information shall be immediately notified to Emlak Katılım in writing or through other communication channels; otherwise, Emlak Katılım shall be entitled to terminate this Agreement and all the debts and obligations of the Customer shall become due and payable.

Emlak Katılım's right of Retention, Barter, Set Off, Transfer and Other Rights and Authorities:

The Customer unconditionally and irrevocably agrees, declares and undertakes in advance that Emlak Katılım shall have rights of transfer, retention, barter and set-off on any and all rights/receivables and accounts of him/her, remittances received or to be received on behalf of him/her, cash, securities and share certificates and coupons thereof, promissory notes, goods bills, bills of lading, cheques submitted for collection and any and all other negotiable instruments without the need for prior notification/notice; and that the amounts in foreign currency or Gold/Silver/Platinum accounts may be subjected by Emlak Katılım to the same provisions.

Evidential Contract

The Customer unconditionally and irrevocably agrees, declares and undertakes in advance that in the event of any disputes that may arise out of this Agreement, the books; accounting, computer and other records and documents of Emlak Katılım shall be taken as basis; that such records and documents shall constitute conclusive evidence. The Customer/ further unconditionally and irrevocably agrees, declares and undertakes to waive from his/her rights of objection, defense/plea and other rights against Emlak Katılım.

PROVISIONS ON PERSONAL DATA AND CUSTOMER SECRETS

1. The Customer hereby agrees and declares to be informed about and irrevocably give his/her consent to the use, share and disclosure by Emlak Katılım of any and all information and documents obtained by Emlak Katılım within the scope of this Agreement and any and all information and documents having the characteristics of "customer secret" provided by the Customer and any third party to Emlak Katılım in any and all operations, transactions and services performed/to be performed under the provisions of this Agreement, including but not limited to any kinds of banking services received by the Customer from Emlak Katılım, transactions carried out



through correspondent banks, transactions carried out using swift system, transactions carried out using branchless banking channels such as ATM/ADC or otherwise; to the share of such confidential information with Customer Assessment and Rating Agencies for the purpose of performance of Customer's credit and risk evaluation if it is required by the services received from third parties by Emlak Katılım in order to fulfill its obligations assumed within the scope of this Agreement; to the share and disclosure of such confidential information with Emlak Katılım's direct/indirect subsidiaries, program partners and/or-third parties they cooperate for the provision of services to the Customer and to the processing of such confidential information/data by Emlak Katılım and third parties.

2. The Customer hereby agrees and declares to be informed by Emlak Katılım about personal data as per Article 10 of the Law on Protection of Personal Data and about the availability of Disclosure Text on the processed personal data on www.emlakkatilim.com.tr website.

3. If it is required for Emlak Katılım to comply with the provisions of national or international legislations and contracts in terms of the interests of Emlak Katılım and/or its group companies/subsidiaries, the Customer agrees and declares to give his/her consent to the share of his/her personal information having the characteristics of "customer secret" or information on his/her account/accounts with national or international institutions and organizations.

4. In the event that the Customer prevents the disclosure of such information by a written instruction/order, the Customer unconditionally and irrevocably agrees, declares and undertakes to close his/her account since the contracts concluded by the Parties with respect to the accounts of the Customer, this Banking Services Agreement in particular, shall become inexecutable/unenforceable as a result of such instruction/order; otherwise Emlak Katılım shall be entitled to ex officio close his/her account/accounts by giving prompt notice but without the need for any other reason, to transfer the account balance to other accounts of the Customer or to deliver through assignment of delivery location.

5. Parties agree and declare that the Customer is entitled to give a clear and written instruction to Emlak Katılım concerning the nondisclosure to third parties of the information having the characteristics of "customer secret" excluding the cases required by the legislation and/or persons and institutions authorized by legal legislation. Unless exercises the rights and authorities granted to him/her in writing, the Customer unconditionally and irrevocably agrees, declares and undertakes not to claim any rights against Emlak Katılım due to disclosure of information/document and not to hold Emlak Katılım responsible for any reason whatsoever.

DECLARATION AS PER LAW NO: 5549 AND RELEVANT LEGISLATION:

The Customer hereby agrees, declares and undertakes to act on behalf of him/herself / his/her legal entity in any operations and transactions to be carried out within the scope of this Agreement, not to act on behalf of others under no circumstances and acts and behaviors contrary to this provisions will be under his/her responsibility.

WARNING AND INFORMING ABOUT THE USE OF GENERAL TRANSACTION CONDITIONS

This Agreement contains the contract provisions previously prepared by Emlak Katılım and presented to the counter party and includes general transaction conditions. Emlak Katılım has provided detailed information on the existence/content of general transaction conditions and this Agreement has been submitted to the examination of the Customer prior to the signature of this Agreement. The Customer unconditionally agrees the content and concept of these General Transaction Conditions and use of the same within the scope of this Agreement. Therefore, the Customer has been informed with explanations on http://www.emlakkatilim.com.tr/sozlesmeler_ve_formlar.aspx website; it was understood that the Customer agrees the use of general transaction conditions, and the Agreement has been signed.



COMMERCIAL ELECTRONIC MESSAGE

I hereby give my express consent to Türkiye Emlak Katılım Bankası A.Ş. to process my contact information for the purpose of sending electronic messages within the scope of Law No: 6698 on Protection of Personal Data, to send electronic messages to my communication means notified by me to Emlak Katılım both within the scope of this Agreement and after signature of this Agreement and to send commercial electronic message to electronic mail address indicated in the Agreement for the purposes of promotion, marketing, operation, celebration etc. of the products and services of the Bank and its subsidiaries and business partners as per Law No: 6563 and relevant legislation.

☐

I GIVE MY CONSENT

☐

I DON'T GIVE MY CONSENT

1) FATCA ve CRS / FATCA and CRS:

Do you have any tax liability outside Turkey? NO ☐ YES ☐

(If YES, FATCA/CRS and relevant forms should be received)

Country of Tax Residency: / TIN-GIIN:

Customer's Name Surname:

SIGNATURE

Customer's TR ID No:

Customer's Mobile No:

Date of Agreement:

SIGNATURE

"I have received one copy of the Agreement."

Hand-write and sign the statement above in the blank section below.

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Türkiye Emlak Katılım Bankası A.Ş (with Headquarters address at "Barbaros Mahallesi, Begonya Sokak No: 9 A/1 Ataşehir/İstanbul", official internet website on www.emlakkatilim.com.tr, phone number at 0850 222 26 26 and MERSIS NO: 0879 0015 2770 0040)

