



INFORMATION AND RISK FORM ON GENERAL TRANSACTION TERMS SET FORTH IN TFXTARGET PLATFORM AGREEMENT

- 1- The Bank has drawn up a 'TFXTARGET Platform Agreement' (hereinafter referred to as the 'Agreement ') to regulate matters encountered in the course of foreign currency and precious metal trading to be conducted by the Bank through the TFXTARGET Platform. This form provides concise information on general transaction terms in the Agreement and a risk notification. This form and the Agreement must be carefully read and examined by the Client, if there are any provisions requiring amendment, these must be notified to the Bank in writing prior to execution of the Agreement.
- 2- **Applicable Provisions:** In cases where this Agreement is silent, relevant provisions of the framework agreements entered into by and between the Client and the Bank, legal regulations, the provisions of the Bank's respective regulations and the banking practices shall apply.
- 3- **Pursuing Guarantees and the Bank's Power to Close Positions:** In the event guarantees drop below the amount/ratio so determined by the Bank, the Bank is entitled to close all existing positions without having to serve a warning and a notice. The Client agrees, declares and undertakes that the Client shall be obliged to follow up whether or not guarantees before the Bank drop below ratios or amounts required by the Bank and complete shortfalls of the guarantee with no need for a demand.
- 4- **The Bank's Power to Close Provisions for Transactions:** The Bank shall be entitled to close provisions for transactions performed by the Bank with the Client at any institution it may deem fit from domestic or overseas markets.
- 5- **The Bank's Power to Change Rate of Exchange and Precious Metal Prices:** The Bank shall be entitled to unilaterally change the rate of exchange – precious metal prices available at the Platform by taking into account changes in the best bid-ask prices in the market. Trading on the platform means accepting the exchange rates / prices of the Bank.
- 6- **Manifest Error in the Platform's Exchange Rates/Prices:** In the event that unreasonable differences arise in the platform's exchange rates/prices in comparison to the active market exchange rates/prices due to technical reasons or an error attributable to domestic and overseas channels that provide information, the Bank shall be entitled directly to cancel those transactions conducted at the respective exchange rates/prices, demand any unearned gain that is likely to be derived from such process, collect and debit the same from and to the accounts.
- 7- **The Bank's Non-Liability for Losses Not Attributable to Its Fault:** The Bank shall not be responsible for failure to render or for delayed provision of services rendered by the Bank due to reasons beyond control of the Bank such as internet server, telephone lines, data lines, computer hardware/software of the Client or reasons such as technical failures, etc. that may not be attributed to the Bank.

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8- Execution of Transactions upon Orders The Bank's system executes the order the moment the system indicates the exchange rate/precious metal price specified in the Client's order under appropriate conditions, provided that the Transaction Account has sufficient balance to fulfill the order. If the Transaction Account does not hold sufficient balance to meet the order, the order may not be executed and no partial transaction can be executed. This provision cannot be interpreted as a guarantee that the orders will be fulfilled in any way. Under no circumstances do the Bank or its personnel promise a certain yield, and are neither responsible for the losses suffered by the Client's account.

9- Default: The Client automatically goes into default without having to serve a warning and a notice in the event that the Client fails to adhere to any one of provisions contained in the Agreement, fails to give securities demanded by the Bank, and fails to fulfill acts the Client is liable to fulfill within framework of general rules of law in a timely manner.

In case of default, the Bank may settle all open positions and close all accounts of the Client without having to serve a notice, declare debts owed by the Client to the Bank immediately due and payable, demand the entire amount of receivable to be paid together with the profit the Bank is deprived of which would have normally accrued at the highest loan utilization rate of the Bank in cash and in one lump sum upon the first demand, and may also debit accounts and collect amounts from the accounts.

10- The Bank's Power to Obtain and Provide Information: The Bank is fully entitled to collect and take copies of, when necessary, information pertaining to financial status of the Client from the 3rd parties including other banks.

The Client expressly gives consent to the sharing of information and documents concerning the Client with persons set forth in article 73 of the Banking Code and shareholders of the Bank during (i) preparation of consolidated financial statements, (ii) risk management and (iii) internal audit practices. Disclosing of information to those 3rd parties who are not legally authorized can only be possible if limits of disclosure are clearly set forth and express consent of the Client is obtained.

11- Evidence Agreement: Since records are generated at the Bank, in case of disputes arising out of the Agreement, all computer records of the Bank including the transmissions sent by the Client from the fax number, e-mail address, KEPS (registered electronic mail system) address and cell phone number set forth in the Agreement, and all records generated at the Bank's system in connection with requests and orders sent to the Bank through the Platform or branch-free banking channels, voice and image records, documents, microfilms, microfiche, etc. kept by the Bank are accepted as conclusive evidence pursuant to article 193 of the Code of Civil Procedure.

12- The Bank's Right of Pledge, Deduction and Setoff: The Bank has the right of pledge and retention on all accounts and receivables of the Client, whether present or future, securities, notes and all other commercial papers held at the head office and branches of the Bank in return for the Client's debts, whether present or future, arising out of this Agreement. The Bank shall be authorized to directly sell, deduct, set off and collect assets without having to serve a notice and without regarding whether it is due or not. Executing transactions from time to time on the account shall not prejudice validity of the pledge.



**13- Risk Notification, Material Disclosure and Warning regarding the Platform Transactions:**

- 13.1.** The Client may derive profit or incur losses as a result of transactions to be performed at the Platform. Therefore, the Client has to decide by taking into account likely risks, the Client 's financial status and restrictions. The Client acknowledges, declares and undertakes that the Bank shall have no liability in such case.
- 13.2.** Loss to be suffered by the Client as a result of potential price movements may be even higher than amount of the transaction so performed at the Platform.
- 13.3.** It should be noted that information and recommendations to be shared in connection with transactions to be performed by the Client may be incomplete and in need of confirmation, may vary from person to person, and there is a likelihood of not materializing for predictions so made.
- 13.4.** Transactions so performed are exposed to exchange rate risk, losses may be incurred due to fluctuation in exchange rate, States may restrict foreign capital and foreign currency movements, may impose additional and/or new taxes, and buy-sell transactions may not take place in time.
- 13.5.** The Client must seek a confirmation form the Bank with regards to all commissions and other charges for which the Client shall be liable prior to initiation of transactions.
- 13.6.** This form is intended to give information generally about existing risks and may not cover all risks that may arise from the application. Therefore, the Client has to conduct a careful examination and study prior to initiation of transactions by taking into consideration conditions of the market.
- 13.6.** In the notifications to be made to the Client through the Platform, it is necessary and sufficient that the Client logs into the Platform using the electronic signature or the password assigned by the Bank to the Client, and the confirmation that the Client has read and understood the relevant notices should have been received through the Platform.
- 13.7.** The Client unconditionally agrees and declares that it is possible that orders placed by the Client on the Platform may not be partially or fully executed due to reasons attributable to the system, the market or shortfalls in the Client's account, and that the Bank shall not be liable for the resulting losses.
- 13.8.** In the event that the Client undergoes a security deficit due to negative developments in exchange rates or prices of precious metals or the Client fails to fulfill the Client's obligations, the resulting open position may be directly closed by the Bank through a transaction that is exactly the opposite of the existing opposition. The closing level of the position shall be determined by the Bank and the closing continues until the Client's status becomes "normal."



14- The Client agrees, declares and undertakes that he has been informed that this Form and the TFXTARGET Platform Agreement are available at the Bank's website (www.turkiyefinans.com.tr) and the provisions of this Agreement may be re-negotiated upon request, and the Client has carefully read, familiarized himself with the risk notification and the general transaction terms contained in this Agreement, and the Client accepts the use of general transactions terms.

Client :

Name-Surname / Title :

Date :

Signature :



TFXTARGET PLATFORM AGREEMENT

1- SUBJECT OF THE AGREEMENT

This Agreement sets forth the procedures and principles regarding foreign currency and precious metal trading transactions that the Client shall conduct through the TFXTARGET Platform as well as the rights and obligations of Parties.

2. DEFINITIONS

In this Agreement;

Bank: Means Türkiye Finans Katılım Bankası A.Ş.,

Client: Means real and legal entities who will, by signing the Agreement, benefit from the services rendered/to be rendered by the Bank hereunder (hereinafter referred to as the 'Client ' or ' Account Holder '.)

Agreement: Means this 'TFXTARGET Platform Agreement',

BRSA: Means the Banking Regulation and Supervision Agency,

Platform: Means the TFXTARGET transaction module whereby the Client may perform Foreign Currency and Precious Metal trading transactions over the internet,

Transaction Account: Means any and all private current accounts of the client opened/to be opened at the Bank where transactions may be conducted via the Platform,

Foreign Currency: Means types of foreign currencies the Bank accepts for transaction,

Precious Metal: Means precious metals in such standard that can be traded in the precious metal stock exchanges on which the Bank agrees that transactions can be conducted,

Transaction: Means foreign currency or precious metal trades that may be conducted at the Platform within scope of this Agreement,

End of Day: Means the last moment / time on the day that the Client can perform transactions on the Platform, which is determined and can be unilaterally changed by the Bank without any notice,

Position: Means the obligation of the Client to buy/sell foreign currencies or precious metals that are subject of the transaction over the currency rate so determined and in the amount so determined,

Open Position: Means a transaction conducted in a collateralized module but which can only be terminated by performing a transaction or a Closing.

Position Closing (Reverse Transaction): Means a transaction whereby the resulting open position may be directly closed by the Bank upon the Client's demand or through a transaction that is exactly the reverse of the current position in the event that the Client suffers a collateral deficit due to negative developments in exchange rates or precious metal prices, or the Client fails to fulfill his obligations;

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("The closing level of the position shall be determined by the Bank and more than one positions can be closed at the same time. Closing is done until the status of the Client becomes "normal".

Overnight position commission: Means the commission received for each day, if the open position is not terminated on the transaction day,

Active Order (Market Order): Means a trading order placed by the Client for execution at the then-current price level through the TFXTARGET Platform,

Limit Order: Means a trading order entered by the Client into the TFXTARGET Platform for execution either below or above market prices, depending on the Client's transaction direction,

Stop Order: Means a transaction order placed by the Client in order to stop loss either below or above the market prices, depending on the transaction direction of the Client,

Trailing Stop Order: A stop order that can be set at a defined percentage away from a security's current market price. An investor places a trailing stop for a long position below the security's current market price; for a [short position](#), they set it above the current price. A trailing stop is designed to protect gains by enabling a trade to remain open and continue to profit as long as the price is moving in the investor's favor but closes the trade if the price changes direction by a specified percentage.

Tradable Assets: Mean transactions related to types of foreign currencies and precious metals determined by the Bank on the TFXTARGET Platform,

Password: Means a special number enabling the Client to benefit from various services contained in the scope of this Agreement,

Electronic Signature or Mobile Signature: Means the signature which the Client has obtained via the competent authorities pursuant to the respective legislation, supersedes the wet signature and enables the Client to benefit from services offered by the Bank pursuant to provisions of this Agreement,

Exchange Rate: Means rate as declared by the Bank upon which transactions falling within scope of the Agreement will be based (our country's national currency equivalent of any foreign currency),

Arbitrage Module: Means the Platform module that gives the client the ability to make transactions only up to the balance in the bank accounts.

Collateralized Transaction Module: Means the Platform module that allows the client to make transactions by fixing the exchange rate by giving any amount of current or participation account collateral on the Platform as he desires.

Forward Transaction Module: Means a platform module that allows the client to conduct transactions at a fixed rate with terms from 1 day to 365 days. Forward transactions are mainly used by the customers.



3- GENERAL OPERATION OF TRANSACTIONS

3.1. The Client must open a Transaction Account at the Bank which should hold as much balance as the transaction amount as a minimum requirement in order to conduct transactions on the Arbitrage Module.

3.2. The Client must open a Transaction Account at the Bank and hold a collateral amount at such rate as stipulated/to be stipulated by the Bank in order to conduct transactions at Collateralized Trading and Forward Transaction Module and the Bank must have allocated a Transaction limit to the client. The Client shall be able to perform transactions within the limit set by the Bank for the Client in the Forward Transaction Module. Such account is pledged in favor of the Bank under this Agreement.

3.3. The Transaction Account must be opened in the type of foreign currency or precious metal type with which the Client shall buy/sell, otherwise the Client shall not be able to perform transactions via the Platform.

3.4. The Client agrees, declares and undertakes that the security may be at the ratio and/or amount as may be deemed fit by the Bank, the Client may not perform any transactions at the Secured Transaction Module without establishing those securities as may be deemed fit by the Bank, and all liabilities in this regard shall be borne by the Client.

3.5. In the event guarantees drop below the amount/ratio so determined by the Bank, the Bank is entitled to close all existing positions without having to serve a warning and a notice. The Client agrees, declares and undertakes that the Client shall be obliged to follow up whether or not guarantees before the Bank drop below ratios or amounts required by the Bank and complete shortfalls of the guarantee with no need for a demand.

3.6. The Client may sign in the Platform and perform transactions, using the Client's password through the Platform's website (www.tfxtarget.com.tr), provided that above conditions are fulfilled.

3.7. The Client may perform transactions, open or close positions up to the balance held in the Client's account or within limits determined by the Bank if deemed appropriate by the Bank. The Client agrees, declares and undertakes that the Bank shall not be liable for failure to execute the transaction because the account balance or limit is not sufficient for the transaction the Client desires to conduct.

3.8. The Bank shall be entitled to close provisions for transactions performed by the Bank with the Client at any institution it may deem fit from domestic or overseas markets.



3.9. The Bank shall be entitled to receive information conveyed to the Client through the platform from any domestic and overseas channel it may wish. The Client agrees, declares and undertakes that the Bank shall change the foreign exchange rate at the Platform by taking into consideration the changes in the best bid and ask prices at the market, and the Bank can make such changes in any way it deems fit, and executing transactions via the Platform shall imply any acceptance by the Client of the Bank's rates.

3.10. In the event that unreasonable differences arise in the platform's foreign exchange rates/prices in comparison to the active market exchange rates/prices due to an error attributable to domestic and overseas channels providing information and for technical reasons, the Bank shall be entitled to directly cancel those transactions executed at the respective exchange rates/prices, demand any unearned gain that is likely to be derived from such process, charge and debit the accounts for such purpose.

3.11. The Client agrees, declares and undertakes that the Bank shall not be responsible for failure to provision or delayed provision of services rendered by the Bank due to reasons beyond control of the Bank such as internet server, telephone and data lines or reasons such as technical failures, etc. that may not be attributed to the Bank.

3.12 The Client shall be able to show any collateral he desires from the account or accounts he/she specifies when trading through the Collateralized Trading and Forward Transaction Modules. Those blocked amounts shall remain blocked so long as the Client has an open position at the Platform.

3.13 The Client agrees, declares and undertakes to pay a commission for each day the position is open, at such amounts / rates applicable to Overnight Position Commissions specified on the Platform if the Client does not close the open position until the End of the Day. These commissions are fees paid by the bank to third parties and the Client is responsible for these commissions and fees. The Client accepts and declares that these fees/commissions shall be collected from their accounts.

3.14 The Client acknowledges and agrees that the Bank may cancel the login to the Platform without any notice if transactions are performed under the amounts and quantities specified by the bank and announced at <http://www.tfxtarget.com.tr/Pages/Offfects/default.aspx>.

3.15 The Client agrees and declares to pay a usage fee for the graphical application of the Platform at such rate determined by the Bank, and that the bank is fully authorized to collect such fee from his accounts.

3.16 The Client agrees and declares that if the Open Position is not used, the position will be terminated by the system using a reverse process without any notice at such date and time indicated during the opening of the position.



4. PROVISIONS REGARDING EXECUTION OF TRANSACTIONS BY ORDER

4.1. The Client is authorized to give orders and cancel orders on the Platform for the purchase and sale of foreign exchange and precious metals.

4.2. The Client notifies how much foreign currency/precious metal the Client demands to buy/sell at which foreign exchange rate/price in the order.

4.3. The Client may choose, while placing an order, any one of various options such as i- Day Order ("D.O."), ii- 'Good Till Cancelled ("G.T.C.") or iii- "Special" with regards to validity period of the order.

4.4. In the event the Client goes for the option "valid throughout the day" (V.T.D.), if the Transaction Account at the Arbitrage Module holds sufficient balance at the moment the Platform indicates foreign exchange rate/price shown in the order or the security account at the Collateralized Transaction or Forward Transaction Module holds sufficient balance, the transaction is sent to the market for execution,

If, at the end of the day when an order is placed, the Platform does not indicate the foreign exchange rate/price set forth in the order, such order shall be directly cancelled by the Bank at the end of the day and the order status shall be shown as 'cancelled.'

In the event the Transaction Account or collateral does not hold sufficient balance to meet the order although the Platform indicates the foreign exchange rate/price shown in the order, the order shall be directly cancelled by the Bank at the moment of the transaction, and no partial transaction shall be performed, and status of the order shall be shown as "insufficient balance."

The Client agrees and declares that an amount equal to the amount that is the subject of the order shall be blocked in the Client's account the moment the given order is executed, and such amount shall remain blocked until the transaction is concluded.

4.5. In the event the Client goes for the 'good till cancelled' (G.T.C.) option, the order shall be conveyed to the market if the Transaction Account or the Collateral Account holds a balance sufficient to execute the order the moment the Bank's system indicates the foreign exchange rate/precious metal price set forth in the Client's order, and the order shall not be executed and no partial transaction shall be performed, if the Transaction Account or Collateral Account does not hold an amount sufficient to meet the order. The Order shall continue to be valid and the Bank shall continue to screen the foreign exchange rate/price set forth in the order as long as the order is not cancelled by the Client through the system and/or the order does not take the "erroneous" status due to lack of sufficient balance or collateral.

4.6. The Client may designate buy-sell orders as limit order, stop order or active (market) order. Since the execution of trading orders is contingent upon the Bank's system indicating the amount set forth in the order, the Client agrees and declares that the Bank shall not be responsible for trading orders that were not realized because the Bank's system did not indicate the amount shown in the order.



4.7. In the event that the Client/Clients jointly open a Transaction Account, they in advance and irrevocably agree, declare and undertake that each one of them shall be individually entitled to dispose on the account, perform transactions over the Platform and give orders, may close the Transaction Order, give the amount required to perform transactions, they release the bank in the amount of payment and/or delivery that may be made to one of clients or their assignees, and they shall be severally liable for any and all types of transactions and debts that may arise out of the same.

4.8. The Client agrees and declares that the foreign capital market instruments are exposed to foreign exchange rate risk, and restrictions may be imposed on capital and foreign currency movements, additional and new taxes may be collected from the account of the Client, or may be demanded from the Client and assets may not be received.

4.9. Under no circumstances do the Bank or its personnel promise certain yields, and are neither responsible for losses suffered by the Client's account.

4.10. The Client unconditionally agrees and declares that the Bank shall not be liable for losses arising out of failure to partially execute or failure to execute the order not at all due to reasons not attributable to the Bank's fault and losses due to the system, the market or shortfalls occurring in the Client's account.

4.11. The Client may close or perform a transaction fixed based on the Client's collateral in the collateralized module before End of the Day. Performing of a transaction means use on the account of a position fixed by the Client. In the event that the current account of the Client defined during performance does not hold balance, the Client may use security account balances for the transaction by allowing the system to be informed.

4.12. The Client may terminate the open position at any time by reversing the transaction using the Close Market option. The Client acknowledges and agrees that the loss of the position resulting from the closing of the position will be reflected in his accounts.

The Client acknowledges and declares that the Bank is entitled to close the Collateralized Transactions module completely and not to allow it to be used by the Client if the Client has conducted more than twenty (20) closing transactions in the said Module within the last six (6) months.

4.13. The Client agrees and declares that the costs payable to 3rd parties over the outstanding amount of the relevant position in cases when the rate fixed at the Collateralized Transaction Module could not be used on the Transaction Day shall be paid via collection from the Client's accounts without notice.

4.14 Stop orders are orders intended to stop loss. Stop orders are triggered and sent to the market at the order price. If the order price has not formed in the market within the market conditions, the transaction is concluded at the price closest to the order price. There is no price guarantee in Stop and Trailing Stop orders.



4.15 In the event that the stop order has been realized at a rate other than the price given by the client, it is transferred to the account by the client if a balance as much as the difference between the price of the given order and the price of the executed order balance is not available in the client's account. The amount of the transaction will remain blocked until the short balance is deposited to the account.

5. OBLIGATIONS OF THE CLIENT

5.1. The Client must procure himself the telephone line, cell phone line, hardware and software, etc. required to make use of services rendered via the Platform. The Bank does not have any promise or obligation with regard to software and hardware. The Client agrees and declares that the Client shall provide physical and data processing security for all pieces of hardware and software to be used by him and shall not use the Platform by means of insecure hardware and software, otherwise the Client shall be liable for losses that may arise.

5.2. The Client agrees and declares to abide by the security rules and transaction steps outlined on the Bank's corporate website page <http://www.turkiyefinans.com.tr/tr-tr/subesiz-bankacilik/guvenlik/internet-subesi/Sayfalar/guvenliginiz-icin-yapmaniz-gerekenler.aspx> while using the Platform.

The Client agrees and declares that the Client is aware of all risks that may be encountered by the Client while using the Platform, the third parties may develop various software and virus programs to learn user code and/or passwords pertaining to the Client, the Client shall take all security precautions for his computers as required within framework of technological developments including anti-virus programs for protection from detrimental effects of these programs and viruses, shall protect the user code and password as well as various personal details required to benefit from the Platform, shall not share them with the third parties in any way and take any and all precautions to prevent third parties from getting access to such details, shall not execute transactions at those computers which the Client does not know, for sure, is secure, otherwise the Client shall be responsible for all losses that may arise, the Bank shall not be responsible for disputes in this regard as long as there is not a fault attributable to the Bank, that it is essential that Bank has taken all necessary precautions, and it is the Client who is responsible for evidencing that the Bank has not taken necessary precautions and/or is faulty and the Client has not committed a fault.

5.3. The Client agrees and declares that, once security steps are passed, the transaction shall be carried out with the password assigned to the Client without written documents/instructions, and a transaction performed in such way shall give rise to all results of a transaction executed with a written document bearing a signature. It may not be claimed that a transaction performed without submitting a written instruction/document is null and void.



5.4. The Client agrees and declares that, in order for services to be rendered securely, the Bank may take any precaution it may deem necessary, the Client shall be responsible for following up and implementing security precautions to be offered by the Bank, the Bank may use disposable password as a precaution, and such password shall be sent to the cell phone of the Client, the Bank may not be held responsible in any way for failure to perform the transaction due to reasons such as the SMS inbox of the cell phone being full or the message not reaching the cell phone due to any reason, etc.

5.5. The Client agrees and declares that only those services deemed appropriate by the Bank may be rendered through the Platform, and the Bank shall not be liable for services which are not offered by the Bank.

5.6. The Client may determine scope of power and usage for the purpose of transactions which may be performed by the Client's personnel or the third parties as may be demanded by the same (monitoring, performing a limited transaction, full authority, etc.) by filing a written instruction with the Bank. The Client agrees, declares and undertakes that any and all legal and penal liabilities arising out of the exercise or failure to exercise of the scope of powers by those persons authorized by the Client or the exercise of such powers in a manner exceeding the said power shall be borne by the Client, and the Client shall indemnify the Bank against any and all losses as may be suffered by the Bank due to such reason upon the first demand of the Bank in cash and in one lump sum, without having to obtain a court order.

5.7. The Client may obtain comments and various information from the Platform related to foreign exchange rates, gold prices, and markets such as the global capital markets. Such services of the Bank are only intended to provide the Client with preliminary information, and the Client agrees and declares that she/he shall confirm any information received in her/his own right, any losses arising out of the failure to make such confirmation shall be fully borne by the Client, and in no way shall the Bank be held liable.

5.8. The Client agrees, declares and undertakes that in case of disputes connected with orders placed and transactions executed by the Client the values of the Bank in force at the time of transaction shall be relied upon.

6. PROVISIONS REGARDING THE FACT THAT NO TRANSACTIONS ARE EXECUTED IN THE NAME AND FOR THE ACCOUNT OF ANOTHER PERSON

The Client agrees and declares that the Client acts in his own name and for his own account with regards to the accounts opened/to be opened at the Bank under this Agreement, does not act in the name and for the account of another person, and if he acts in the name and for the account of others, he shall promptly notify the Bank of the persons for whose account he executes a transaction and the identity details of such person / company in writing as per article 15 of the Law numbered 5549.



7- DEFAULT

7.1. The Client agrees, declares and undertakes that, in the event any provision hereof is violated, any security demanded by the Bank is not deposited, any debt is not paid when due or the Client fails to fulfill acts she/he is supposed to fulfill within framework of general rules of law, the Client shall automatically go into default without having to serve a notice and a warning.

7.2. In case the Client is in default for any reason, whatsoever, the Bank may settle all open positions and close all accounts of the Client without having to serve a notice, declare the debts owed by the Client to the Bank immediately due and payable, demand the entire amount of receivable to be paid together with the profit the Bank is deprived of which would have normally accrued, at the highest loan utilization rate of the Bank in cash and in one lump sum upon the first demand, and may also debit accounts and collect amounts from the accounts.

8- GENERAL PROVISIONS

8.1. The Client agrees and declares that the information provided and to be provided to the Bank is correct and it is the Client who is responsible for transactions to be executed by relying upon such information.

8.2. In the event an overpayment is effected from or to the Client's accounts due to a system /staff mistake or any other reason, the Client agrees and declares that the Bank may directly take such overpaid amounts from the Client's account, the Client shall repay such amounts promptly upon the first demand of the Bank if the account does not hold any funds, otherwise the said overpayment shall be debited to the Client's account together with taxes and accessory obligations without prejudice to the provisions of the Agreement governing default.

8.3. The Client agrees and declares that, while receiving services from the Platform, the Client is aware of transactions previously performed over the Client's account, agrees to such transactions, performing of the next transaction means acceptance of previous transactions.

8.4. The Client agrees and declares that, unless the Client's death is notified to the Bank in writing, the Bank shall not be liable for transactions to be performed using the password/code/user code, etc. belonging to the Client subsequent to his death, and his inheritors may not raise any claims against the Bank in this regard.

8.5. The Client agrees and declares that the Client does not request an extract or an account statement and/or receipt covering a certain period in connection with transactions performed/services received within scope of this Agreement and accounts of the Client.



8.6. The Client agrees, declares and undertakes that, in the event that, at the moment of a transaction, the Transaction Account does not have the sufficient balance to meet the entire transaction or the transaction cannot be completed due to an encumbrance on the account such as a pledge, attachment, cautionary measure, etc., the Bank shall in no way be responsible, and if the transaction is realized although the accounts did not hold sufficient funds, or there was an encumbrance on the accounts such as pledge, cautionary measure, attachment, etc., and such mistake is found out subsequently, the Bank shall be unilaterally entitled to cancel transactions, yet if a payment was effected before finding such mistake, the Client shall promptly repay the paid portion back to the Bank.

8.7. The Client agrees and declares that the Bank pays the customary care and diligence for the Client's transactions and, if he has any allegation to the contrary, the Client has to evidence such fact.

8.8. The Bank may only disclose information and documents related to the legally authorized entities. Disclosure of information to legally non-authorized 3rd parties can only be possible if the limits of such disclosure are clearly indicated and the express consent of the Client is obtained.

8.9. The Bank shall be entitled to obtain and use any and all information and documents related to the Client from respective governmental, private, real and legal entities, provided that limitations of sharing are expressly indicated and express consent of the Client has been attained.

8.10. The Bank may cancel password/code/user code assigned by it to the Client and may discontinue use by the Client of Platform services in the event that the Client's account at the Bank is closed due to any reason or the if Client fails to comply with the covenants contained in this Agreement or good causes exist.

8.11. The Client agrees and declares that special login and authentication details such as a password/code/user code to be used to benefit from the Platform services shall be sent to the Client's cell phone via SMS or the Client shall himself define the password via telephone banking (by the computer system).

8.12. The Client agrees, declares and undertakes that the Client shall exclusively be entitled to make use of services to be rendered by the Bank throughout the agreement, shall take extreme care to keep special log-in and approval details such as password/code/user code confidential, shall not disclose special log-in and approval details such as password/code/user code to any third party in any way and shall not allow them to be used by any third party, and the Client shall be fully responsible for results of use by any third party of the password.

8.13. In the notifications and updates to be made to the Client through the Platform under this agreement, it is necessary and sufficient that the Client logs into the Platform using the password assigned by the Bank to the Client, and the confirmation that the Client has read and understood the relevant notices should have been received through the Platform.

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8.14. The Bank may take all precautions necessary to ensure that Platform services are rendered in a safe fashion, may record conversations between the Bank and the Client through all types of voice and footage recording device without having to remind the Client at the time of transaction, and the Client gives consent in this regard.

8.15. The Client agrees and undertakes to, while receiving those services that are subject of this Agreement, act in compliance with respective legislation (the Capital Market Law and legislation affiliated with such law, the Law on Protection of Value of Turkish Currency and decrees and communiqués promulgated in accordance with such law, etc.) or any legislation that shall supersede the existing legislation in the future, and all liabilities that may arise in the event of violation by the Client of the foregoing shall rest with the Client.

8.16. The Client agrees and declares that failure by the Bank to exercise part or all of its rights under this Agreement shall not be construed as a waiver of such rights.

8.17. In cases where this Agreement is silent, internal legislation provisions of the Bank shall apply, if these also lack provisions, respective legislation and banking practices shall apply.

9. THE BANK'S RIGHT OF PLEDGE, RETENTION, SET OFF AND DEDUCTION

The Client agrees, declares and undertakes that, against any and all present and future debts of the Client due to the Bank, the Bank has the right of pledge and retention on any and all types of receivables arisen at the Bank's head office or branches, whether present or future, whether due or undue, which arise out of this Agreement, including, private current accounts, participation accounts, precious metal deposit accounts, and securities and investment accounts, cash, notes and all other commercial papers, and the Bank shall be directly entitled to set off and deduct and apply the same against its receivables without having to serve a notice and regardless of whether the same has become due and payable or not; and the Bank shall be free to exercise its right of pledge, transfer, deduction and retention, and execution of transactions through the account from time to time shall not prejudice the validity of the pledge. Again, the Client agrees that the Bank has the right of pledge/retention over remittances received or to be received in favor of the Client and the Bank shall accept incoming remittances and set off such remittances against the Client's debts due to the Bank within the framework of the above provisions.

10. CONTRACT ON FAX, E-MAIL, REGISTERED ELECTRONIC MAIL AND VARIOUS MEANS OF COMMUNICATION

10.1 The Client may notify the Client's demands, instructions and documents not connected with services offered via the Platform through the fax number, e-mail address, registered electronic mail system (KEPS) address as set forth in this Agreement. The Bank shall be completely free to accept demands, instructions and documents conveyed in such manner or not.



10.2. The Client agrees and declares that messages signed by officials and sent from the fax number specified in this Agreement and messages sent from e-mail and registered electronic mail system address set forth in this Agreement emanate from her/him, the Bank shall not be obliged to inquire validity of the said orders, shall be authorized to execute respective orders without taking a confirmation, and all legal and financial results of such order shall be borne by her/him.

10.3. The Client agrees and declares that the Bank may request that the original of any message be submitted and may elect not to execute those orders conveyed to the Bank in the manner described above, and the Bank shall not be liable if the order is not executed due to such a reason.

10.4. The Client agrees and undertakes to abide by the following issues while benefiting from the convenient means of communication provided by the Bank.

10.4.1. The Client shall only send messages intended for the Bank from the fax number, e-mail address, registered electronic mail system (KEPS) or GSM number set forth in this Agreement. In case of a change in the said fax number, e-mail or KEPS addresses, the Client shall promptly notify the Bank of such change expressly and in writing.

10.4.2. The Client shall be obliged to ensure that messages to be sent as explained above are signed/sent by authorized persons alone, they are sent correctly and completely, and necessary precautions are taken with regards to all other matters. Under no circumstances shall the Bank be responsible for resemblance in signature seen on an order sent by fax, fraud or forgery, error-insufficiency or deficiencies, non-operation or malfunction at communication means.

10.4.3. The Client agrees and declares to take all precautions to prevent use of the e-mail or KEPS address by unauthorized or the 3rd parties as a prudent merchant/conscious consumer at the highest level, otherwise entire liability shall rest with the Client.

10.4.4. The Client shall deliver original and signed copies of messages to be sent as explained above to the Bank within 1 day after such message has been sent. The parties agree that the Bank shall not be liable in the event that any result to the detriment of the Client arises due to the failure to send the original copies bearing a signature. In the event of a discrepancy between a message received by the Bank and the original text, the order received by the Bank shall prevail.

10.4.5. The Client must notify the Client's demands and orders in a clear and comprehensible manner. It is the Client who is responsible for results of an unclear and incomprehensible order so given. Moreover, in case of transactions with time limitations, necessary explanations shall be specified clearly on the order.

10.4.6. The Bank's records shall prevail as regards the time of receipt of the message by the Bank.

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10.5 The Parties agree that the Bank may not be held responsible due to disruption in means of communication and lines, security and other reasons, and the Bank shall be liable only to the extent attributable to its own fault with regards to fax and various means of communication.

11. TERMINATION OF THE AGREEMENT

11.1. The Bank shall be entitled to terminate the Agreement unilaterally with a prior notice due to any reason that can be considered to be just in case of existence of any one of the circumstances including, but not limited to, violation by the Client of the Agreement or the legislation, submission of misleading information and documents to the Bank, failure on the part of the Client to pay debts arising out of this Agreement or other relationship (loan relationship, etc.), initiation of any legal proceedings against the Client or imposition of cautionary attachment / cautionary measure on the Client, declaration of insolvency / suspension of bankruptcy /an arrangement with creditors against the Client, abuse of banking services by the Client, and the fact the Client causes difficulties to the Bank making it unbearable for the latter to render such services. In such case, the Bank may promptly discontinue transactions as of termination date of this Agreement.

11.2. The Bank shall be entitled to terminate, at any time, the Agreement with a termination notice 15 days in advance.

11.3. The Client may, at any time, unilaterally terminate this Agreement, provided that the Client pays all debts due to the Bank.

12.ADDRESS AGREEMENT AND CHANGES THAT MAY TAKE PLACE IN CONTACT DETAILS OF THE CLIENT

12.1 Address Agreement:

The Client agrees that its address specified in this Agreement or notified to the Bank in writing for any reason, or if a merchant, its latest address recorded in the Trade Registry, is the Client's address of domicile, and notices to be served to such addresses, or if a real person, the current address to be obtained from the Identity Sharing System by the Bank, shall be deemed to have been served on the Client unless the Client notifies any change in such address through a notary public.

12.2 Change in Contact Details:

The Client agrees, declares and undertakes to notify the Bank of changes in his addresses, e-mail and registered electronic mail system (KEPS) address, fax number and GSM number shown at the end of this Agreement, promptly and against a signature, otherwise the notices served on the former addresses shall be deemed to have been served on the Client and the Client shall bear all legal consequences of such service.



13. EVIDENCE AGREEMENT

Since records are generated at the Bank, the Parties agree and declare that in case of disputes arising out of this Agreement, the Bank's books and records, whether they have a supporting document or not, and all computer records, records generated at the Bank's system in connection with requests and orders sent to the Bank through the Platform or branch-free banking channels including of transmissions sent by the Client from the fax number, e-mail address, KEPS address and GSM number set forth at the end of this Agreement, as received by the Bank's computers, and all records of the Bank such as voice and image records, documents, microfilms, microfiche, etc. kept by the Bank and if the Client is a merchant, then the duly kept books are accepted as conclusive evidence pursuant to article 193 of the Code of Civil Procedure.

14. JURISDICTION AGREEMENT

Parties agree that, for the purpose of resolution of all kinds of disputes between them, Istanbul Central (Çağlayan) Courts and Execution Offices shall have jurisdiction apart from legally authorized courts and execution offices.

The Client agrees, declares and undertakes that the Client has read this Agreement consisting of..... consecutive pages and 14 main articles and the Information and Risk Form on General Transaction Terms in TFXTARGET Platform Agreement, and that the Agreement constitutes a whole, and the signing of only the last page that contains the signature box indicates that the provisions contained in all pages of the Agreement have been accepted, and the Client has taken delivery of one copy of the Agreement.

Please write the statement "I HAVE RECEIVED A COPY OF THIS AGREEMENT IN PERSON" in your own handwriting in the space below.

.....

Client's Name and Surname:

Signature:



Date of Agreement:

TÜRKİYE FİNANS KATILIM BANKASI A.Ş.

..... BRANCH

Stamp, Signature

CLIENT _____ :

Name, Surname/Title:

Address:

E-mail Address:

KEPS Address:

Fax Number:

GSM Number:

Client's Signature;

Signature / Stamp 1

Signature / Stamp 2

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TFXTARGET PLATFORM AUTHORIZATION FORM**(CORPORATE USER)**

Our company has authorized the person identified below to execute transactions on the TFXTARGET Platform of your Bank on behalf of our company. The said authorization shall remain in full force and effect until your Bank is advised in writing about cancellation/abolishment or restriction of the said authorization.

All liabilities related to the said transactions rest with our company. We kindly request that necessary screen definitions are made for the said person.

The Company's Employee Authorized:

Name and Surname :

Turkish ID Number :

Address :

GSM No :

This Form is an appendix to and integral part of the TFXTARGET Platform Agreement.

Date:...../...../.....

Company :

Name Surname/ Trade Name:

Stamp / Signature :

