SUPPLEMENTARY AGREEMENT ON TURKISH LIRA TIME DEPOSIT ACCOUNT CONVERTED FROM FX ACCOUNT WITH EXCHANGE RATE PROTECTION

1. Parties and Agreement Details

This Supplementary Agreement for Time Deposit Account Converted from FX Account with Exchange Rate Protection has been executed by and between the Bank and the real person Client covered by the Communique and resident in Turkey, or domestic legal person Client, as detailed in this Agreement, under the provisions and principles set forth below. This Agreement constitutes annex to and is an integral part of Burgan Bank A.Ş. Banking Services Agreement executed by and between the Client and the Bank, and shall be applicable only to time deposit accounts converted from FX into TL ("Account") pursuant to the principles set forth in this Agreement. matters not provided for in this Agreement shall be subject to the provisions of Burgan Bank A.Ş. Banking Services Agreement.

2. Definitions

In this Agreement;

CBOT: refers to Central Bank of Turkey,

Conversion Rate: refers to the **buying rate of exchange**announced by CBOT at 10:00, 11:00, 12:00, 13:00, 14:00, and 15:00 o'clock for the relevant date which is latest announced as of the time of conversion of the foreign currency in FX deposit accounts into Turkish Liras,

Exchange Rate at Maturity: refers to the **buying rate of exchange announced** by CBOT at 11:00 on the maturity date of Turkish Lira deposit account,

Rate of Change in the Exchange Rate: refers to the ratio calculated as (the Rate prevailing on the Maturity date / Conversion Rate prevailing on the Account opening date)-1,

Exchange Rate Difference: refers to the difference between the Rate of Change in the Exchange Rate and the applied periodic interest rate, which shall be reflected on the Client account in cases where the Rate of Change in the Exchange Rate is higher than the applied periodic interest rate.

Communique: refers to the Communique on Support of Conversion into Turkish Lira Deposit and Participation Accounts, number 2021/14, published on the Official Gazette dated 21/12/2021 number 31696 bis.

3. Account Features

- **3.1.** Clients foreign currency deposit account covered by the Communique shall be converted into Turkish Liras at the Conversion Rate on the date of opening the account.
- **3.2.** This Account may be opened in TL, with the term and annual interest rate shown below. If the maturity date falls upon a holiday, the maturity date shall be the first next business day.

Term:	days
Annual Interest Rate:	%

3.3. The periodic interest shall accrue on the Account at the specified annual interest rate, at maturity. In addition, if the Exchange Rate at Maturity is higher than the Conversion Rate, and the amount calculated at the Rate of Change in the Exchange Rate is higher than the amount of interest payable by the bank; then the amount calculated by deducting the interest paid by the bank from the amount calculated at the Exchange Rate Difference shall be compensated by CBOT to the Bank, and by the Bank to the Client Account, as Exchange Rate Difference, in Turkish Liras. However, if the Rate of Change in the Exchange Rate is lower than the periodic interest rate; only the accrued interest shall be paid to the Account.

3.4. Early Closure of the Account Before Maturity:

Upon closure of the Account before maturity, no interest shall be paid by the Bank. In addition, in event that the CBOT FX buying rate announced at 11:00 o'clock is lower than the Conversion Rate prevailing on the date of opening the Account; then the account

balance shall be updated at the CBOT FX buying rate announced at 11:00 o'clock on the date of closure of the Account, and the Client <u>may incur losses on principal</u> as of the beginning of term. <u>The Client acknowledges that, in such case, the Client may be exposed to the risk of being paid an amount less than the balance on the account on the account opening date. Announcement of the exchange rate at 11:00 o'clock shall be awaited to update the Account balance, and money may be withdrawn from the account only after announcement of CBOT buying rate of exchange<u>at 11:00 o'clock</u>. Account balance update shall be subject to the conditions below:</u>

- 3.4.1. In event that the CBOT FX buying rate announced at 11:00 o'clock on the closure date of the Account is higher than the Conversion Rate on the opening date of Account, then the balance shall be unchanged.
- 3.4.2. If the CBOT FX buying rate announced at 11:00 o'clock on the closure date of the Account is lower than the Conversion Rate on the opening date of Account, then the account balance shall be updated at the lower rate, and the payment amount equal to the difference shall be deducted from the Client Account. Deducted difference shall be transferred by the Bank to CBOT's relevant TL Account.

If you give early closure instruction for your Account; your Account shall be closed before maturity, according to the details mentioned above and set forth in the Agreement. <u>Early closure</u> instruction may not be revoked.

- 3.5. For accrual of interest on your Account at the end of term, as stated in this Agreement, the full amount of your initial deposit on the Account must remain blocked until maturity. The block on the amount in the Account shall be automatically released at maturity. Upon request to close the Account before maturity under this Agreement, the block shall be automatically released after updating the Account balance in the manner stated in the provision of this Agreement on Early Closure of the Account before Maturity. The Client is hereby informed that the amount in the Account shall remain blocked, and the Client hereby authorizes the Bank on this matter.
- **3.6.** At maturity, after accrual of interest according to the calculation stated in Article 3.3 and Exchange Rate Difference payment after announcement of the Rate on the Maturity Date, the Account shall be transferred to the Client's demand deposit account. **The term shall not be extended.**
- 3.7. This Account may benefit the support under the Communique only once.
- 3.8. All payments related to the Account shall be made in TL.
- 3.9. Partial withdrawal from, and additional money deposit on the Account shall not be allowed during the term.
- 3.10. Account opening shall be performed <u>between 10:00-16:00 o'clock on business</u> <u>days, account closure (at maturity or early closure before maturity) shall be performed</u> <u>between 11:00 – 16:00 o'clock on business days</u>.
- **3.11.** The buying rate of exchange to be used as conversion rate on the account opening date and the foreign currency buying rate to be used in account closure shall be for the same currency pair.
- 4. Other Provisions
 - 4.1. Tax deductions shall be calculated at the prevailing tax rates for the relevant term on the account opening date. Tax obligations, such as stamp duty, income tax, accrued and to be accrued under this Agreement shall be borne by the Client u. Any change in the tax obligations during the term of this product shall be automatically applied to the Account /Agreement as of the respective effective date.
 - 4.2. Provisions of this Agreement have been drafted upon agreement based on the applicable legal regulations, particularly the Communique, and CBOT's application instructions and disclosures on the Communique; and any change in the legislation during the term of the Agreement shall be automatically applied to this Account /Agreement as of the respective effective date. Likewise, the Client agrees that changes may be made in accordance with the disclosures, announcements, banking practices and legal regulations that may be put into effect by CBOT and other legally competent government

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Burgan Bank A.Ş Mersis: 0140003231000116.

agencies and institutions after the date of this Agreement, particularly the CBOT's application instructions on the Communique, and based thereon, the Bank may amend the provisions set forth in this Agreement without further informing the Client, and such amendments shall be automatically applicable to this Account/Agreement as of the respective effective date.

4.3. This Agreement enters into force on the signature date.

DISCLOSURE

Provisions that may be prejudicial to you, in this agreement that you are about to sign, are written inbold. We would like to emphasize that, account opening and account closure shall be allowed between certain timeframes on business days, and if you close the Account before maturity, you may incurlosses on your principal, and that you should consider the provisions on loss of entitlement to payment of exchange rate difference and potential loss of principal. You are recommended to review such provisions, and obtain support from a legal and/or finance expert on the legal and financial consequences of such provisions, before signing. You are hereby informed that you shall be considered to agree to such provisions upon signing the Agreement.

Copy of the Agreement and Signature of the Client

Clients who are qualified as financial consumer are kindly asked to write "I have personally received a copy of this Agreement" in the box below.

Clients who are not qualified as financial consumer have personally received a copy of this Agreement.

Address: Maslak Mah. Eski Büyükdere Cad. No:13 Sarıyer, Istanbul, T: 0212 371 37 37, F: 0212 371 42

Client
Name-Surname/Title:
Address :
E-mail Address:
Phone Number:
Signature Date://
Client
Name-Surname/Title :

Client No:

Address:
E-mail Address:
Phone Number:
Signature Date://

Client
Name-Surname/Title :
Address:
E-mail Address:
Phone Number:
Signature Date://

Bank

signature

signature

signature