

# PRECIOUS METALS ACCOUNT AGREEMENT

#### 1. Parties and Contract Details

Provider	Burgan Bank A.Ş. ("Banka") Mersis: 0140003231000116, Address: Maslak Mah. Eski Büyükdere Cad. No:13 Sarıyer, Istanbul, Phone: 0212 371 37 37, F: 0212 371 42 42, <u>www.burgan.com.tr</u>
Customer Name and Surname Address:	
E-mail Address: Phone number:	

#### 2. Subject Matter and Scope

This Precious Metal Account Agreement ("Agreement") is hereby signed to open a Precious Metals Account with the Bank for the Customer.

#### 3. Provisions applicable to Account Operation

- **3.1.** Precious Metals Account may be opened as a demand deposit account. The Bank shall be free to run an interest on demand deposit accounts or not.
- 3.2. In the event that a term precious metals account product is available at the Bank, the account shall be opened upon a request that the Customer shall submit to the Bank for a term account and that lays down details about the account. Interest to be run on the term account shall be freely set by the Bank subject to the applicable legislation. Interest to be run on the term account shall be freely set by the Bank subject to the applicable legislation. The Customer may not withdraw the balance representing the precious metals in his account in part or in full nor may he close the account or change the term of his account before the maturity date unless the Bank gives its written consent for it. Unless the account balance is withdrawn and any otherwise instruction is received by the Bank by the end of the Bank's office hours on the maturity date, the account balance shall be renewed for the same period upon the expiry of the term at such interest rate to be determined by the Bank, in which case, the maturity date of the precious account shall be taken into account as the value date of the new account.
- 3.3. This Agreement shall cover and be applicable to gold with a minimum 995/1000 carat purity and silver with a minimum 99.9/100 purity as well as other precious metals that can be offered by our Bank in future and that are manufactured by national and foreign refineries set out in the List of Refineries published by Istanbul Stock Exchange Precious Metals and Precious Gems Market at such standards defined in the applicable legislation, including products and services that our Bank may offer hereunder.
- **3.4.** Funds representing the precious metals deposited to or withdrawn from the account as well as the interest to run thereon shall be processed based on 0.01 gram and gold with a minimum 995/1000



carat purity and silver with a minimum 99.9/100 purity and its times in the Bank's records, and incidentally, in the account passbook be given to the Customer.

- **3.5.** The Customer may keep track of his Precious Metals Account via Internet banking or mobile banking, and may place his instructions to the Bank through said channels plus call centre for the sales of his precious metals in his account and/ or for buying precious metals from the Bank.
- **3.6.** Repayments from the Precious Metals Account and interest payments shall be made in Turkish Lira or in foreign currency at such buying price applicable to the relevant precious metal that is set by the Bank on the actual payment date.

## 4. Other Terms

Contractual products may be subject to liabilities such as withholding tax and income tax. The **Customer shall bear tax liabilities arising from this Agreement, including stamp duty, withholding tax, income tax, foreign exchange transaction tax, Banking and Insurance Transaction Tax**. Changes to tax liabilities that take place during the term of the Product shall be applicable with effect from their effective date. This Agreement forms an integral part of Burgan Bank A.Ş. Banking Services Agreement, and to the extent that it is applicable to the nature of the products and services to be offered, of Investment Services Agreement. The Customer may apply to Consumer Courts, Consumer Arbitration Panels, or Individual Customer Arbitration Panel before Banking Association of Turkey for any dispute arising from this Agreement.

## **INFORMATION**

General transaction terms that are set out in this Agreement you are ready to sign/approve but that may go against your interests are expressed in bold letters. In particular, you may make a profit or lose your capital money, depending on the changes in prices of precious metals. For this reason, we recommend you that you are required to go over those provisions before you sign/approve the Agreement and to seek opinions or consult a lawyer and/or financial expert about the legal and financial consequences of this Agreement if you deem it necessary. We hereby notify you that you shall be deemed to have accepted them upon the execution/approval of this Agreement by you.

Where this Agreement is approved via digital channels, you can have access to this Agreement and other documents at any time you wish through the permanent data storage unit.

In the case of a distance transaction through remote access system, this Agreement shall be electronically approved without the need for a manual signature.



# Agreement Copy and Customer Signature

Please write down in the box the following: "I received one copy in person."

Customer	
Name-Surname:	
Date: / /	
Banka	
seal – signature	signature/approval