

FRAMEWORK AGREEMENT ON PAYMENT SERVICES (FOR COMMERCIAL CUSTOMER)

Payment Services to be provided by our Bank within the frame of provisions of the Law on Payment and Security Settlement Systems and Electronic Money Institutions with Law no 6493, issued on Official Gazette no 28690, dated 27.06.2013 and the relevant regulations.

ARTICLE 1. Parties: The title, address, telephone, internet address and CRS number of the Bank providing payment service are stated below. Customer information is also included below.

MADDE 2. Definitions:

The following terms shall have the meanings indicated below;

Recipient: Natural or legal person who is the intended recipient of the funds which are the subject of the payment transaction,

Payment Instrument: Card, mobile telephone, password and similar personal instruments determined by the payment service provider and user, and used for giving payment order by the payment service user,

Payment Order: Instruction by the payment service user to his payment service provider with the aim of executing a payment transaction,

Payment Account: An account held in the name of the payment service user which is used for the execution of payment transactions,

Payment service user: A natural or legal person making use of a payment service in the capacity of either payer or receiver, or both,

Payment transaction: Activities of placing, transferring or withdrawing funds executed on the instruction of the payer or the receiver.

ARTICLE 3. Scope of Payment Services

- All the transactions required for placing money on a payment account, cash withdrawal from a payment account or operating the payment account,
- Any Money transfers and foreign trade transactions including transfers of funds on a bank payment account of the customer, direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device, including regular standing orders (transfer, EFT, SWIFT, fast Money transfer etc.)
- Issuing or accepting of payment instruments,
- Execution of payment transaction where the consent of the customer to execute a payment transaction is given by means of any information technology or electronic telecommunication device such as internet banking, telephone banking, mobile banking, and the payment is made to the information technology or electronic telecommunication operator, acting only as an intermediary between the payment service user and the supplier of the goods and services,
- Services for mediating invoice payments (payments made for the services to meet the needs such as electricity, telephone, water, natural gas; tax, duty, fee, social security Premium payments and the relevant penalties)

ARTICLE 4. The Currency of the Payment

All of the services mentioned are provided and offered in convertible currencies of the Bank.

ARTICLE 5. Information on Payment Service User:

In order to execute the payment transaction indicated in the Article no 3 of this agreement, when the Bank or corresponding bank, or intermediary or receiving bank demands the name, surname and title, T.R. Identity Number(TCKN), Foreign Identity Number (YKN), Taxpayer Identification Number (VKN), account number (IBAN), customer number or user code, credit card number, communication information (telephone, e-mail etc.) of the recipient, and the name, branch or branch code, SWIFT code/address, address of the receiving bank; you shall provide the loud and clear definition of the payment aim, goods or service, all information and documents on goods or service or payment, subscriber/installation number, taxpayer identification number (VKN) on tax payments, register number on SGK payment, transaction amount, currency, information about who will undertake the correspondent expenses.

ARTICLE 6. Conditions on Approval of the Payment and/or Withdrawal of Approval by Payment Service User

6.1. The Bank is deemed to have been authorized when the Customer's instruction for execution of payment is received by the Bank when the approval is given via telecommunication tools

6.2. If there is a method determined by the Customer and Bank, the consent is given by the Customer in accordance with the determined method. The unconfirmed payment transaction is deemed not be authorized according to the determined method.

6.3. After the authorization of the Bank by the Customer, it can be withdrawn unless the transaction has been performed by the Bank. However, in the payment transaction made by direct indebtedment, the Customer can most lately withdraw the payment order one day before the expiry date of relevant payment. In the case that the transaction is started by or via the recipient, the Customer cannot take back the payment order after the Customer informs the Bank about the payment order or consents the execution of payment transaction.

ARTICLE 7. Receipt of Payment Order

7.1. The authorization for the Bank about the payment order by the Customer can be realized until 4:30 p.m. for EFT transactions and 5 p.m. for the Foreign Money payments. After the stated hours, the authorization shall be realized for the following working day.

7.2. If the payment order is executed on a certain day, at the end of a certain period or on the day which the customer leaves the funds about payments to the bank savings; the determined day for payment is accepted as the period on which the payment order is received. In the case that the determined day is not a working day, the payment order is deemed to be received on the first working day following.

ARTICLE 8. Refusal of Payment Order

8.1. The Bank may reject executing the payment order of the customer if it deems necessary. In this case, the Bank informs the Customer about the reasons of rejection until the end of the working day following the receiving of payment order via the

communication information of the customer registered in the Bank. In the cases of rejection of the payment order by the Bank, the incorrect or deficient payment order; how the incorrect payment order causing the rejection can be corrected is determined and the customer is informed via the communication information of the customer registered in the Bank.

8.2. If the Bank rejects executing a payment order with a valid reason, it shall inform the customer about the reason of rejection and how the incorrect payment order causing the rejection should be corrected if any, within the shortest period with the method indicated in this agreement and until the end of the working day at latest following the receiving of payment order in any case for a fee stated in the **Information Form on the Fees Received from the Payment Services** which is an annex and inseparable part of this agreement.

8.3. The Bank may demand a fee from a customer stated in the **Information Form on the Fees Received from the Payment Services** which is an annex and inseparable part of this agreement to take back the indicated funds in incorrect payment transaction.

ARTICLE 9. Payment Order Expense Limit Amount:

The Customer can learn the expense limit amounts on his payment order from the web site of www.aktifbank.com.tr.

ARTICLE 10. Fee List for Payment Services

The fees that you have to pay about the payment services by the Bank is defined in the **Information Form on the Fees Received from the Payment Services** which is an annex and inseparable part of this agreement. If the Customer demands additional information on the payment services by the Bank, more frequent information or transmission of information by a different method; a fee proportional to cost of this transaction may be demanded.

ARTICLE 11. Usage of the Payment Service via Device

In the case that the payment service is used via a device and/or application; the technical and other features which the device / application must have, shall also be stated in the terms of use of the relevant device/application by the Bank.

ARTICLE 12. Delivery Method and Frequency of the Information and Notification to be made to Payment Service User

The Bank informs the customer about the payment transactions related to the payments which the Customer executes or receives via electronic mail address registered in the bank in the periods of every other months at latest. In the case that the Customer demands a notification with a different method except for electronic mail address or more frequently than the periods of every other months; he shall be informed provided that he will pay the fee stated in the **Information Form on the Fees Received from the Payment Services** which is an annex and inseparable part of this agreement.

ARTICLE 13. Access of Payment Service User to the Agreement Information:

The Bank may give the draft agreement to the customer if demanded or may provide it from the address of www.aktifbank.com.tr for the customer.

ARTICLE 14: Rights and Obligations Related to Payment Instrument:

14.1. In the case that the payment instrument is lost, forgotten or stolen, the Customer must call the 0 850 724 30 50 call center immediately and inform the Bank. Otherwise, the Bank shall not be responsible for it. He shall accept that all transactions which have been executed before the notifications made to the Bank by the Customer have been executed by himself. Moreover, in such circumstances, no access to the Institutional Internet Banking temporarily is within the knowledge of the Customer. The Bank shall not be responsible for any material or nonmaterial loss as the Customer cannot execute any transaction. In the case that the Customer demands new instrument because he has lost, forgotten or get it stolen, the Bank shall demand 20 TL fee.

14.2. The Customer is obliged to take necessary precaution for keeping the personal security information secret about the payment instrument and for using it according to the issuing and using conditions.

14.3. In the cases that the Customer learns about the fraudulent using of the payment instrument, execution of a case causing unauthorized usage suspicion, loss or stealing of the payment instrument and any transaction executed without will of customer; he shall inform the Bank immediately and within twenty-four hours at latest via any communication channel and put a hold on the payment instrument. With the removal of the reason for holding the payment instrument, the Bank shall provide a new payment instrument for the Customer or put the payment instrument into service.

14.4. The Bank shall prevent the access to personal security information of the customer by any third party except for the customer and take necessary security precautions.

ARTICLE 15: Rights and Obligations on Unauthorized or Incorrect Transactions

15.1. The Customer shall ask to correct the transaction by means of informing the Bank without any delay as from the moment that he notices unauthorized or incorrect payment transaction. The correction demand shall not exceed thirteen months as from the payment transaction that has been executed in any case.

15.2. If the Customer shall not meet his obligation about the fraudulent using of payment instrument or secure usage of payment instrument deliberately or neglectfully, he shall be responsible for all damage caused by the unauthorized payment transaction.

15.3. The Customer is responsible for the damages caused by the usage of payment instrument in the cases that the payment instrument is lost, stolen, he shall not take any necessary precautions for the usage of the payment instrument without his will although he notices it, he shall not suspend his account or shall not put a hold on the payment instrument.

ARTICLE 16. Non-Execution or Incorrect Execution of the Payment Transaction

16.1. Except the mistakes made by intermediary and/or negotiating banks or the recipient's bank, the Bank shall be responsible for the delivery of payment to the payment service provider in accordance with the payment order. The Bank shall transfer the amount of payment transaction to the account of recipient's payment service provider within four days or on the expiry date of related foreign trade instrument in foreign trade transactions unless the payment order is blocked, suspended or returned due to any reason by intermediary and/or negotiating banks or the recipient's bank. The Bank shall transfer the amount of payment transaction to the account of recipient's

payment service provider within five days unless the payment order is blocked, suspended or returned due to any reason by intermediary and/or negotiating banks or the recipient's bank if the payment service provider of the recipient is abroad.

16.2. The Bank shall return the amount of payment, which is not executed or executed incorrectly by the Bank, to the customer and shall bring the payment account to the previous position if the amount is deducted from the payment account.

ARTICLE 17. Amendments in the Agreement:

17.1. The Bank shall inform the amendments about the payment services stated in this agreement to the customer 30 (thirty) days earlier. The Customer has the right to terminate the provisions about the payment service stated in this agreement until the end of this period without any charges. The customer who shall not object within this period shall be deemed to accept the amendments.

17.2. The current rate of bank at the time of transaction is applied to the Customer by the Bank. The amendments which may occur in the rates of bank shall be applied instantly without any notice to the customer.

ARTICLE 18. Termination:

If the Customer gives up working with the bank, he may terminate the agreement about the services on payment at his will by means of informing the Bank. The agreement shall be in force until it is terminated.

A copy of the Agreement which comes into force on signature date has been delivered to the Customer on signature date with the Information Form on the Fees Received from the Payment Services which is an annex of the agreement.

This Agreement is drawn up in English and Turkish. In case of any discrepancy between the English and Turkish versions, Turkish version will prevail.

**AKTIF INVESTMENT BANK INC.
Names & Surnames and
Signatures of Bank Authorities**

**Name & Surname of Customer
Address
Date
Signature**

**ANNEX 1: Information Form on the Fees Received from the Payment Services
(For Commercial Customer)**

Transaction Type	Currency Type	Explanation	Amount
Transfer	TL	From PTT	.....
Transfer	TL	From Account	.....
Transfer	TL	From Safe	.....
Transfer	YP	From Account	.....
Transfer	YP	From Safe	.....
EFT	TL	From PTT	.....
EFT	TL	From Account	.....
EFT	TL	From Safe	.....
EFT	TL	From Other Bank	.....
SWIFT	YP	From Aktif Bank	.....
Cash Deposit	TL	From PTT	.....
Cash Deposit	TL	From Other Bank	.....
Cash Deposit	TL	From Other Bank ATM	.....
Service	TL	Fee of Sending Account Statement via Post	.....

Any detailed information except for the fee information stated in the table above is indicated in the Framework Agreement on Payment Services and a copy of this form is delivered to you in addition to the Framework Agreement on Payment Services.

We accept and declare to sign the form which is arranged as two (2) copies as we read the information form above and to take 1 (one) copy and to demand making use of the products and services stated above.

**AKTIF INVESTMENT BANK INC.
Names & Surnames and
Signatures of Bank Authorities**

**Name & Surname of Customer
Address
Date
Signature**