

**ALBAFX MOBILE APPLICATION USER AGREEMENT PRE-AGREEMENT INFORMATION
FORM
AND
ADDITIONAL INFORMATION ON GENERAL TRANSACTIONS CONDITIONS AND ALBAFX
MOBILE APPLICATION USER AGREEMENT AND INFORMATION ON PERSONAL DATA
FOR REAL PERSONS**

This Information Form contains information regarding; **(a)** Information On the Product/Service; **(b)** Fee Items To Be Collected; **(c)** Other Information; **(ç)** Additional Information On General Transaction Conditions; and **(d)** Information On Personal Data for Real Persons.

**INFORMATION ON PRODUCT/SERVICE FOR FINANCIAL CONSUMER AND
COMMERCIAL CUSTOMER**

Name of the Product	AlbaFX Mobile Application
Term	Indefinite

Additional Information On The Fee: In addition to the fees contained in this Form, the Fees covered by the related Banking Services Agreement and related Banking Services Agreement Pre-Agreement Information Form or related Customer Transactions Agreement and related Customer Transactions Agreement Pre-Agreement Information Form signed/to be signed by the Customer are also exactly apply.

Notary Expenses: If required, all fees, taxes and expenses that will require to be paid to the notary public shall be covered by the Customer. Notary expenses will vary according to the transaction type and the number of documents to be certified.

Taxes and Funds: 0.2% BİTİT paid to the Government over the fee amounts is also collected.
If the amounts/rates such as BİTİT, RUSF, taxes, duties, charges and funds to be collected are changed by all relevant Government authorities such as CBRT and BRSA, collection will be made in accordance with these current rates.

Amounts Paid to Third Parties: Expenses/fees/amounts paid to third parties for products or services are exactly reflected to the Customer.

Fee Collection Method: Collected in cash, by offsetting or registering debt to the Customer account.

On Which Basis The Change In Fees For Financial Consumers Will Be Made: The fee and monetary limits in this Form will be increased each year maximum at the annual consumer price index increase rate declared by the Turkish Statistical Institute as of the end of the previous year and announced on www.albaraka.com.tr and www.albaraka.com.tr/urun-hizmet-ucretleri.aspx websites. Increases in fees in this Form will be reported to you at least 30 days before the increase is applied, either in writing or by permanent data register or by telephone registered. Upon this notice, you have the right to waive using the product or service within 15 days following the date of notice. No additional fees can be charged as of the effective date of the increase in fees to be applied in the event that this right is exercised. If you continue to use the product or receive the service, you are deemed to have accepted the change.

Our Bank reserves the right to stop the product or service if you do not accept the fee change.

On Which Basis The Change In Fees For Commercial Customers Will Be Made: The fees and monetary limits on this Form are valid until a new notice is issued by our Bank.

OTHER INFORMATION

ALBARAKA TÜRK KATILIM BANKASI A.Ş.
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Albaraka Türk Katılım Bankası A.Ş.

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Basic Features of the Service: AlbaFX Mobile Application; ("AlbaFX") is a service provided by the Bank for the use of services offered by the Bank under AlbaFX, such as Customer's buying or selling foreign currency against foreign currency, buying or selling foreign currency against Turkish Lira, buying or selling foreign currency against precious metals, buying or selling Turkish Lira against precious metals. To be able to make transactions through AlbaFX, in order to perform private current account and transactions defined specifically in the currency/precious metal type, the amounts to give instruction for trade, the customer must have a balance equivalent (full) to the minimum transaction amount. Otherwise, the Bank will not put the Customer's instruction into process (even in part) in any way. Customer will provide the device required to establish the Agreement and utilize AlbaFX service and other equipment and hardware for internet connection and use himself. The signing of this Form and the AlbaFX Mobile Application User Agreement does not imply a commitment that the Bank will provide services.

Risk Information Regarding the Product: The customer should note that there are issues such as exchange rate risk, currency fluctuations, legal and administrative regulations related to foreign currency/precious metal trading transactions that can be made, taxes that can be assessed. There is no commitment made by the Bank regarding making profit from trading transaction or exchange rate settlement, and it should be taken into account that exchange rates may vary instantly. Our Bank has no liability for the additional and/or new taxes to be implemented by the Government or due to Customer requests because of the currency fluctuations.

Right of Withdrawal: Within the scope of article 13 of the Regulation on Distance Agreement for Financial Services and the provisions of the relevant legislation, the Customer has no right of withdrawal.

Unilateral Termination of the Agreement: The Bank has the right to unilaterally terminate the agreement due to the Customer's conduct contrary to the agreement and his obligations contained in the agreement, especially Articles 4 and 5 of the agreement.

ADDITIONAL INFORMATION ON GENERAL TRANSACTION CONDITIONS

The following information is summary information related to the articles of the AlbaFX Mobile Application User Agreement ("Agreement") and the articles are not stated literally. Detailed information on literal articles can be obtained from the Agreement available on www.albaraka.com.tr or via Bank Branches.

1. Information on General Transaction Conditions: The Agreement is a standard agreement prepared in advance by the Bank unilaterally in order to use in several similar agreements in the future and contains general transaction conditions according to Turkish Code of Obligations ("TCO"). General Transaction Conditions ("GTC") may contain provisions conflicting the interest of the other party (customer's). According to TCO, inclusion of GTC in the Agreement depends on the regulator to provide clear information on existence of such conditions during signing of the agreement and to provide opportunity to learn the contents thereof and on the other party to accept these conditions. Bank has presented the Agreement that also contains GTC and the provisions it contains to the information of the Customer.

2. The Agreement Consists of Ten (10) Articles Regulating the Following Issues:

2.1. Agreement's articles regulate the issues on the following; Article 1 the Parties; Article 2 Definitions and Abbreviations; Article 3 the Subject of the Agreement; Article 4 the Terms and Conditions on AlbaFX; Article 5

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the Terms and Conditions on the Transaction; Article 6 the Rights of Pledge, Lien, Barter, Clearing and Transfer; Article 7 the Information on Personal Data; Article 8 the Evidential Agreement; Article 9 the Warning of the Usage of the General Transaction Provision and Informing; Article 10 the Connection with Other Agreements.

2.2. Summary Information on Other Important Provisions of the Agreement is as follows:

2.2.1. Article 4 titled “Provisions on AlbaFX” regulates the following: The other agreements, especially the Banking Services Agreement signed between the Customer and the Bank will also be implemented within the scope of the agreement; the conditions for Customer's login to AlbaFX; available days and times for transactions through AlbaFX; login and use of AlbaFX may be partially or completely suspended unilaterally by the Bank; notifications to be sent by the Bank through AlbaFX will be deemed to have been sent to the Customer; the Bank has the right to make unilateral changes to the Agreement, AlbaFX and Transactions; the Bank may record and store information about Customer's transactions on AlbaFX; the Customer will not share its login and security information with third parties and is solely responsible for the security of the information and, is solely responsible for any damages that may arise due to his contrary conduct; the Customer will only use AlbaFX for transactions, will not make third party real and legal persons use it for any commercial or non-commercial purpose, contrary conduct will constitute a violation of the agreement; the Customer must provide technical requirements to use AlbaFX at his own expense; the Customer is solely responsible for the security of the connection of the devices used to login to AlbaFX and is solely responsible for any damages that may arise in this context; the Customer must inform the Bank if he encounters an error; the Customer is responsible for any taxes, duties, charges, funds and similar financial obligations arising from Transactions to be made through AlbaFX; the Bank may unilaterally terminate the Agreement in the event that the Customer conducts contrary to the Agreement and the other issues.

2.2.2. Article 5 titled “Provisions on the Transaction” contains the following: The Customer's statements that he is authorized and qualified to make transactions and that the Transactions he has made will result on his own behalf; the Customer is responsible for communicating his instructions to the Bank in a right way; the Customer must have the full balance required to make transactions in his accounts; the Customer can only trade at the price/exchange rate offered through AlbaFX and the prices/exchange rates other than AlbaFX do not bind the Bank; the Bank is authorized to remove or suspend some or all Transactions and add new Transaction types; the Transactions made by the Customer are entirely the result of his own decision; all responsibility for the Transactions performed by the Customer belongs to him; each Transaction performed by the Customer through AlbaFX is irreversible; in order for the Customer to make transactions, he must define an account specifically in currency/precious metal and the procedure for defining; the prices/exchange rates in AlbaFX are not binding for the Bank, may vary instantly and the procedure for Customer to issue Transaction instruction; if the customer does not have enough amount in the relevant defined account at the time of the transaction, the transaction will not take place, he cannot claim that he has enough balance in his other accounts at the Bank or other accounts defined in currency/precious metals, and he cannot make any claim from the Bank for similar reasons; the Bank has no obligation to make a price/exchange rate offer; the Bank may not offer prices/exchange rates at AlbaFX or may perform Transaction at different price/exchange rate levels, includes the fact that the Bank may not offer a price/exchange rate on ALBAFX or may conduct transactions at a different price/exchange rate level, that the Bank is not responsible for technical reasons or for reasons that are not originating from the Bank, or for reasons such as inability to access ALBAFX or make transactions, or failure to follow instructions, or inability to make

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transactions, to use the application due to market movements or for other reasons, that the Customer is responsible for following its own orders and instructions, as well as its status and other regulations.

2.2.3. Article 7 titled **“Information on Personal Data”** regulates: Within the scope of data controller's obligation to inform, the Bank has informed the real persons who are parties to the Agreement in the Pre-Agreement Information Form and the other issues.

2.2.4. Article 10 titled **“Connection with Other Agreements”**; regulates that the Agreement is primarily an annex and integral part of BSA and/or CTA (in the absence of BSA); therefore, primarily the provisions of BSA and/or CTA (in the absence of BSA) will apply to the Agreement in cases where there is no primary or additional provision and the other issues.

INFORMATION ON PERSONAL DATA FOR REAL PERSONS

This information is made pursuant to Article 10 of “the Law on the Protection of Personal Data” NUMBER 6698 (briefly KVKK) and due to statutory obligation.

All kinds of information on a real person whose identity is determined or may be determined are defined as personal data in KVKK and our Bank performs all personal data processing activities by taking required security measures to protect fundamental rights and freedoms, primarily the confidentiality of private life. Our purpose is informing you on methods of obtaining your personal data, processing purposes, legal grounds, transmitting to third parties in case legislation allows and your rights in accordance with your satisfaction.

a) Identity of the Data Controller: The data controller is Albaraka Türk Participation Bank Inc.

b) Purposes of Personal Data Processing:

Your personal data may be processed by our Bank for the purposes below;

➤ Relying on the legal reason of Data Processing being Stipulated Explicitly in Laws;

- Conducting auditing and ethical activities,
- Conducting transfer and assignment activities of receivables,
- Conducting activities on determining credibility,
- Conducting activities in compliance with legislation,
- Conducting internal auditing, investigation and intelligence activities,
- Conducting manufacturing and operation processes of products/services,
- Conducting Risk Management processes,
- Conducting storing and archiving activities,
- Informing authorized persons, institutions and organizations,
- Conducting management activities,
- Ensuring transaction security in transactions carried out with QR Code,

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- Tracking requests and complaints,
 - Conducting auditing processes on compliance with Participation Banking Principles,
 - Ensuring ATM security,
 - Conducting Incoming-Outgoing documents recording procedures,
 - Identification over Call Center,
 - Conducting Financing Product services at the Dealer,
 - Participating in Property and Real Estate execution sales,
 - Conducting Warning processes,

 - Even if you are not our customer, being able to determine, monitoring, reporting and controlling the risk group you'll be included for determining the limits of the loan to be provided to a risk group¹ according to banking legislation
- Relying on the legal reason of Data Processing Being Mandatory for the Bank to Fulfill Its Legal Liability;
- Conducting information security processes,
 - Conducting finance and accounting processes,
 - Conducting and auditing business activities,
 - Conducting occupational health and safety activities,
 - Conducting product/service sales processes,
 - Conducting strategic planning activities,
 - Tracking requests and complaints,
 - Ensuring security of data controller operations,
- Relying on the legal reason of Processing Personal Data of the Parties of the Relevant Agreement Being Mandatory Provided that it shall be Directly Relevant to Establishment and Execution of an Agreement;
- Conducting and auditing business activities,

¹Partnerships which you, your spouse, children is a member of the board of directors or a general manager or partnerships which they control together, alone or with a legal entity, directly or indirectly or participate in with limitless responsibility or partnerships which qualified shareholders, members of the board of directors or general manager of a bank control together, alone, directly or indirectly or a partner of with limitless responsibility or a member of the board of directors or a general manager of and real or legal persons who have surety, guarantee or such relations which one of them being in insolvency shall cause the result of all being in insolvency constitute a risk group. In addition to these, other real or legal persons who shall be within the scope of a risk group are determined by T.R. Banking Regulation And Supervision Agency.

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- Receiving and evaluating suggestions on improvement of work processes,
 - Conducting communication activities,
 - Conducting product/service purchasing processes,
 - Conducting after sale support services of products/services,
 - Conducting sales processes of products/services,
 - Conducting manufacturing and operation processes of products/services,
 - Conducting activities on customer satisfaction,
 - Conducting risk management processes,
 - Conducting sponsorship activities,
 - Ensuring security of data controller operations,
 - Conducting investment processes,
 - Conducting objection processes for credit card overseas expenditures,
 - Conducting objection processes for credit card domestic expenditures,
 - Conducting Financing Product services at the Dealer,
- Relying on the legal reason of Data Processing Being Mandatory for Establishment, Using or Protecting a Right;
- Ensuring physical location security,
 - Follow-up and conducting legal affairs,
 - Conducting investment processes,
 - Having execution proceedings and litigation to be performed by lawyers out of the bank,
- Relying on the legal reason of Data Processing Being Mandatory for Legitimate Interest of the Data Controller Provided That No Damage shall be Given to the Relevant Person's Fundamental Rights and Freedoms;
- Organization and event management,
 - Conducting marketing analysis studies,
 - Conducting marketing studies of products/services,
 - Conducting activities on customer satisfaction,
- In Case of Existence of Explicit Consent;
- Conducting information request processes on overseas correspondent bank,

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- Conducting processes on entrance to mobile branch by biometric data,
- Conducting sales processes of products/services,
- Conducting manufacturing and operation processes of products/services,
- Conducting activities on customer satisfaction,
- Conducting advertisement/campaign/promotion processes.

c) To Whom and For Which Purpose the Processed Personal Data may be Transferred:

Within the framework of Article 8 on transmitting personal data and Article 9 on transmitting personal data abroad of KVKK number 6698, your personal data at our Bank may be transmitted to the persons/institutions within the country and abroad for the purposes specified below;

- To Banking Regulation And Supervision Agency, Capital Markets Board, Central Bank of the Turkish Republic, Revenue Administration, Financial Crimes Investigation Board, Credit Bureau, Interbank Card Center, Small And Medium Industry Development Organization, Social Security Institution, Financial Institutions Association and such legally authorized persons, institutions and/or organizations to fulfill our legal obligations,
- To third parties, support services institutions, institutions affiliated with, consultants, program partners from which service is received within the limits/liabilities specified by primarily the Banking Law and provisions of other laws and legislation and to the extent work processes require to carry out our Banking activities;
- To persons, institutions and/or organizations we carry out their activities in the capacity of the mediator/agency to fulfill liabilities arising from mediation/agency law;
- To courts, enforcement and bankruptcy offices, prosecution offices and such jurisdiction and mediation, arbitration board, arbitration, conciliatory, etc. alternative conflict resolution authorities, law offices and asset management companies for follow up and conducting of legal affairs,
- To independent auditing companies for auditing activities to be conducted in compliance with legislation,
- To correspondent banks and financial institutions within the country or abroad to fulfill liabilities on recognition of persons who are the party of the transaction pursuant to the nature of the transaction,
- To payment system institutions including Europay Int.SA, Western Union, Mastercard Int. INC, Visa INC, JCB Int. Co., Maestro, Electron, card institutions, merchants within the country or abroad to perform credit cards and money transfer processes pursuant to the nature of the transaction;
- Other third parties if you have explicit consent and within the scope of your explicit consent.

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d) Method and Legal Reason of Personal Data Collection:

Your personal data are processed by collecting them through;

- Information you give through General Directorate, Departments, Regional Directorates and Branches of the Bank,
- Also, subsidiaries of the Bank, support service institutions, real and legal persons the Bank is in collaboration with/receiving and rendering service from and is within business relationship, companies we conduct the activities of in the capacity of mediator/agency, correspondent/ drawee banks, contracted dealers, customer meetings, applications made directly to sales teams, merchants and POS, market intelligence, tracing judicial records, SSI records, PTT,
- National and international authorities/resorts/institutions,
- Identity Sharing System, Address Sharing System, Trade Registry Gazette, Turkish Land Registry And Cadastre Information System, Risk Center, Credit Bureau, Electronic Pledge systems open to usage of our Bank by Public Institutions and Organizations,
- ATM, kiosk, payment instruments, internet sites, media, social media, internet banking, mobile banking, telephone banking, call center, mobile applications,
- Phones, computers and cameras of the General Directorate, departments, regional directorates and branches,
- Cameras on ATMs,
- Registered electronic mail, electronic notification, electronic mail, post, fax, short message and swift,
- All notifications, applications and discussions made to the Bank

completely or partially, automatically or manually, in writing, verbally or electronically. Information on which of the processing conditions specified in Articles 5 and 6 of the Law your personal data collected by the above methods rely on for processing are given in the table below.

PERSONAL DATA PROCESSING CONDITIONS	PROCESSED PERSONAL DATA	PROCESSED SENSITIVE PERSONAL DATA
To be Stipulated Explicitly in Laws	Identity, Contact, Location, Personnel, Legal Transaction, Customer Transaction, Physical Location Security, Process Security, Risk Management, Finance, Professional Experience, Audio-Visual Records.	Criminal Conviction and Security Measures

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Processing personal data of the parties of an agreement being mandatory provided that it is directly related to establishment and execution of an agreement	Identity, Contact, Personnel, Customer Transaction, Process Security, Finance, Professional Experience, Marketing, Audio-Visual Records.	
Being mandatory for our data controller Bank to fulfill its legal liability	Identity, Contact, Location, Personnel, Customer Transaction, Process Security, Finance, Professional Experience, Marketing.	
Data Processing Being Mandatory for Legitimate Interest of the Data Controller Bank Provided That No Damage shall be Given to the Relevant Person's Fundamental Rights and Freedoms,	Identity, Contact, Customer Transaction, Finance, Professional Experience, Marketing.	
Being Mandatory for establishment, using or protecting a right	Identity, Contact, Personnel, Customer Transaction, Legal Transaction, Finance.	
Explicit Consent	Identity, Contact, Customer Transaction, Finance, Audio-Visual Records, Professional Experience, Marketing.	Biometric Data, Health Information.

You may reach the information on which of your personal data are processed for which of the personal data processing purposes from "Record Query" page at <https://verbis.kvkk.gov.tr> of Personal Data Protection Agency.

e) Other Rights of the Customer:

Without prejudice to all the relevant exceptions, and in particular the cases provided for in Article 28 of the KVKK, you may submit your requests within the framework of Article 11 of the KVKK, which "regulates the rights of the person concerned",

- in writing and signed, via the KEP address of our Bank (albarakaturk@hs03.kep.tr) or via our branches, in accordance with the "Communiqué on the procedures and principles of application to the data controller",

- By notary public to our address which is İnkılap Mahallesi Dr. Adnan Büyükdeniz Cad. No:6 Ümraniye/İSTANBUL,

- By sending an e-mail to kvkk@albarakaturk.com.tr using your e-mail address registered with our Bank.

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Your application must include the following:

- Your name, surname and signature if the application is in writing,
- If you are a citizen of the Republic of Turkey, your Turkish ID number; if you are not a citizen of the Republic of Turkey, your nationality, passport number or ID number, if any,
- Your home or work address for notification purposes,
- your registered and confirmed e-mail address for the notification, which you have previously notified to our Bank, telephone and fax numbers
- the subject of your request.

While using your abovementioned rights, our Bank's right to claim fee/expense in the amounts allowed by legislation is reserved.

PERSONAL DATA EXPLICIT CONSENT STATEMENT

We the undersigned real persons state that; we have sufficient information about personal data; also **we have explicit consent** for you to process my personal data of personal and private nature and to transfer them at home and abroad to your Bank's shareholders, subsidiaries, parent company, controlling shareholder, direct and indirect affiliates and partnerships, credit institutions, financial institutions and organizational units under the Banking Law, real and legal persons that you have entered into business relationship with, receive service from or provide service to for purposes such as processing of personal and private personal data in accordance with the Personal Data Protection Law, product and service quality improvement, promotion and marketing, even in situations where my express consent (legally not under the scope of exception) is needed so that they can be transferred at home and abroad, product studies, determination of products and services that appeals to the customer, customer satisfaction studies, productivity and profitability improvement, information research, modeling, taking my appreciation and evaluation with surveys and in other manners, their measurement, analysis, reporting and evaluation, customer loyalty studies, publication, promotion and commercial electronic message submission, R&D activities, strategy formulation, communication.

GENERAL TRANSACTION TERMS AND CONDITIONS ACCEPTANCE STATEMENT

We the undersigned state that we have reviewed the AlbaFX Mobile Application User Agreement from the Bank's www.albaraka.com.tr address, that it clearly provides information about the existence of the Bank's general transaction conditions, provides the opportunity to learn their contents both through this information form and

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through oral statements and we have learned all the general transaction conditions and contents, and ultimately we accept all general transaction conditions.

BANK SEAL AND SIGNATURE

Form Being an Annex to and an Integral Part of the Agreement: This Form is an annex and integral part of the AlbaFX Mobile Application User Agreement if signed by the Banking Services Agreement (or the Customer Transactions Agreement to come after the Banking Services Agreement), signed/to be signed between the Customer and the Bank; this result automatically occurs with the signing of AlbaFX Mobile Application User Agreement without the need for any other processing.

Bank's Information; Title Albaraka Türk Participation Bank Inc.; **Register No:** Istanbul Trade Registry Office/206671; **MERSIS No:** No: 0047000870200019; **Headquarters:** Umraniye/Istanbul; **Address:** İnkılap Mah. Dr. Adnan Büyükdeniz Cad. No:6 Umraniye/Istanbul; **Internet Address:** www.albarakaturk.com.tr; **REM Address:** albarakaturk@hs03.kep.tr; **Phone/Fax:** 0 (216) 666 01 01 / 0 (216) 666 16 00

- 1) **As the undersigned Customer;** as a result of the written and oral information contained in this form, **I fully acknowledge** AlbaFX mobile application, terms of use, fees and all other issues **and accept and approve all these. I kindly request to be accepted as a user of AlbaFX Mobile Application** if you deem appropriate as a result of your evaluation.
- 2) As the undersigned Customer,
- I received a sample of this Information Form signed by the Bank in person if it was not made distant/electronically;
 - if it was made distant/electronically, I received it with a remote communication tool/permanent data register.

Customer

Full Name/Title:

ID No/TIN:

Phone:

E-mail Address:

Date:

(Informing can be made in person on paper or electronically/distantly remote communication tool/permanent data register.)

Signature:

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