

ALBAFX MOBILE APPLICATION USER AGREEMENT

1. PARTIES

1.1. The parties' information is in the SIGNATURES section below

2. DEFINITIONS AND ABBREVIATIONS

2.1. In this Agreement, the following refers to:

Bank: Albaraka Türk Participation Bank Inc.,

BSA: The Banking Services Agreement, which will be applied primarily under this Agreement and which is concluded between the Customer and Bank and an annex to this Agreement,

Account: The Customer's private current accounts specifically defined for each currency, foreign currency or precious metal type for this Transaction,

Transaction: The transaction/s of buying foreign currency against foreign currency or selling foreign currency against foreign currency, buying foreign currency against Turkish Lira or selling foreign currency against Turkish Lira, buying foreign currency against precious metals or selling foreign currency against precious metals, buying Turkish lira against precious metals or selling Turkish lira against precious metals that can be performed through AlbaFX,

CTA: For the avoidance of doubt, primarily the BSA provisions to apply, if there is no BSA concluded between the Customer and the Bank, the Customer Transactions Agreement concluded between the Customer and the Bank, which will be applied primarily (if any) under this Agreement,

Customer: The person that will use AlbaFX on his own account within the scope of this Agreement and the BSA, documents and forms he has signed with the Bank,

AlbaFX(Mobile): Within the scope of this Agreement and the provisions of BSA, the platform where the Customer can perform Transactions within the days, hours, limits and scope set by the Bank, also in accordance with all other procedures, principles and rules set by the Bank and offered by the Bank as an alternative distribution channel in the form of mobile application other than desktop AlbaFX,

Agreement: This AlbaFX Mobile Application User Agreement concluded between the Bank and the Customer,

3. SUBJECT OF THE AGREEMENT

3.1. This Agreement regulates the conditions for performing Transactions

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through AlbaFX Mobile application, relations between AlbaFX and relevant Parties and rights and obligations of the Parties in addition to BSA.

4. TERMS AND CONDITIONS ON ALBAFX

4.1. This Agreement is an integral part of the Banking Services Agreement (BSA) between the Customer and the Bank and/or the Customer Transactions Agreement (CTA) (if there is no BSA but CTA). AlbaFX is an alternative distribution channel made available to the Customer by the Bank in order to make Transactions and is primarily subject to the BSA provisions concluded between the Customer and the Bank both in terms of issues related to the Transaction and AlbaFX, as well as issues such as electronic banking applications, payment services. In addition, access to AlbaFX, identifying users, using AlbaFX and all issues related to the Transaction will be executed within the framework of all agreements, documents, commitments, forms and definitions, terms and regulations contained in this Agreement between the Customer and the Bank.

4.2. In order for the Customer to login to AlbaFX, the Customer must sign documents

notified by the Bank that required to be signed, especially this Agreement, fill out forms and specifically set/use an internet/mobile branch key/password with his own customer number and/or additionally set/use a key/password for AlbaFX upon the Bank's request.

4.3. The Bank will be able to send user name, verification code, temporary key and password, and other login and security information to one of the contact address declared by the Customer. The Customer is responsible for any damages arising from such contact addresses, all information and documents such as user name, verification code, temporary key, password, including the damages of the Bank.

4.4. The Customer agrees, declares and undertakes not to disclose or share login and security information to anyone, to take all measures to prevent the use of unauthorized, unidentified persons or others, to perform the necessary changes immediately when he suspects that his information has been learned by third parties and to notify the Bank in writing in case of all violations, and that otherwise he will be responsible for the use of accounts by unauthorized persons or for the Transactions to be made on his accounts

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and their consequences and any damage that may arise belongs exclusively to him.

4.5. The Customer agrees, declares and undertakes that he will use AlbaFX only to perform Transactions under this Agreement, he will not make AlbaFX use to third parties for any commercial or non-commercial purpose, contrary conduct will constitute a violation of the Agreement.

4.6. The Customer is obliged to provide the necessary devices, equipment, internet and telephone connection and other technical requirements required to make transactions on AlbaFX in accordance with this Agreement at his own expense.

4.7. The Customer is exclusively responsible for the security of the devices and internet connection he uses to login to AlbaFX. In this context, the Customer is exclusively responsible for all damages, losses and harms of any kind that may occur due to physical or electronic interference, attacks, accidents or vulnerabilities that may be caused to devices that the Customer has logged into AlbaFX or security information, including transactions of unauthorized persons through AlbaFX other than the Customer.

4.8. The Customer must notify the Bank of any suspected errors or problems in entering, transmitting, performing his instruction to AlbaFX.

4.9. All taxes, duties, charges, funds and similar financial liabilities arising from the transaction made/to be made by the Customer through AlbaFX will be covered by the Customer.

4.10. The Bank may terminate the Agreement unilaterally and without need for any notice if the Customer has conduct contrary to the Agreement and in particular his obligations contained in this Article.

4.11. Without prejudice to the conditions in which AlbaFX is in maintenance, inaccessible for reasons other than the Bank or arising from the Customer; the Customer will be able to perform Transactions on AlbaFX every weekday and every hour (5 days 24 hours).

4.12. The Customer agrees, declares and undertakes that he knows that the Bank may suspend or terminate the access, use or making Transactions on Albafx for legal, technical, administrative, maintenance work or other reasons without any prior notice, warning and without specifying any reason.

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4.13. Unless otherwise determined by the Bank, any notices or notifications made and sent by the Bank through AlbaFX are deemed to have been sent to the Customer.

4.14. Within the scope of this Agreement and if deemed appropriate by the Bank, the Customer will only be able to use AlbaFX mobile, and the desktop or website-based version cannot be used within the scope of this Agreement.

5. TERMS AND CONDITIONS ON THE TRANSACTION

5.1. The Bank may remove all issues in the Agreement, the usage of AlbaFX or issues related to the performing of the Transaction, all or part of the Transaction types, suspend indefinitely or temporarily, determine, add a new scope of Transaction to be made outside the scope of existing Transaction, unilaterally modify without the need for any notice or consent.

5.2. The Customer agrees, declares and undertakes that he is authorized, competent to make Transaction through AlbaFX, has the necessary knowledge and experience, that the Transaction he will make is the instructions given as a result of his own choice and decision, all of his instructions and Transactions will result in his own behalf

and that all its results will be irrevocably and unconditionally binding on himself.

5.3. The Customer is exclusively responsible from consequences that may occur due to the fact that the instruction did not reach or transmit correctly and completely to the Bank, primarily due to AlbaFX or the Transaction; in particular, for currency risk, possible loss, delay, error, misunderstanding, falsification, ambiguity or duplication.

5.4. The Bank does not have to provide credit or other resources by other way to the Customer in order for the Customer to perform Transaction, and the Customer is obliged to keep the balance in his accounts that may perform the Transaction under this Agreement and meet the financial obligations that may arise.

5.5. All types of prices, exchange rates and other information on the AlbaFX will be determined by the Bank. The Customer knows that the Transaction may be performed only through AlbaFX and based on the price, exchange rate and other information determined and presented to him by the Bank. Prices, and exchange rates in anywhere other than AlbaFX do not bind the Bank.

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5.6. The Customer agrees, declares and undertakes that the Bank does not participate in the decision-making process related to the login to AlbaFX and the Transaction he makes in AlbaFX under any circumstances, knows that the Bank does not and will not make any suggestions about the Transaction to be made here, the Bank offers only reference buying or selling prices with AlbaFX, the Transaction he makes through AlbaFX is entirely his own decision.

5.7. The Customer agrees and declares that only he can know his financial situation, his need for this Transaction, the risks he may face in the market, that he may make a profit as well as suffer a loss as a result of the Transaction, he must make a Transaction taking into account market conditions and other possibilities, especially exchange rate prices, and that all responsibility for the Transaction he will make within this framework belongs exclusively to him.

5.8. The Transaction to be performed by the Customer within the scope of this Agreement is performed through the Customer's private current accounts specifically defined for each currency, foreign currency or precious metal type for this Transaction. For this reason, the Customer

must have the necessary private current account for the relevant Transaction at the Bank. Only one defined account can be for each currency, foreign currency or precious metal. Definition of the account is performed when the Customer defines the account that he will use through the internet or mobile branch, or gives written notice to the Bank and, if deemed appropriate by the Bank, the Bank's making a systemic definition or in any other way that the Bank deems appropriate. Bank is completely free to accept or reject the definition notification without any justification. Adding a new account with a new or different currency or foreign currency to the AlbaFX or changing an existing account defined for a specific currency or foreign currency are subject to the procedure of defining account.

5.9. Each Transaction performed by the Customer on the AlbaFX is made unconditionally and irrevocable. The reference buying and selling prices or the exchange rate offered by the Bank do not mean an irreversible, precise or unconditional exchange rate settlement or price commitment issued by the Bank and they may change instantly. Any changes to the exchange rate or reference buying and selling

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price based on the Transaction may be instantly reflected to the Customer by the Bank, and the Customer will not be able to make claim from the Bank under loss, difference or any other name based on the changing reference buying and selling prices. The Customer agrees, declares and undertakes that the buying or selling Transaction he performed/he will perform will be irrevocably performed at the exchange rate or price of the Bank at that time during which the relevant button is pressed or instruction is given (whichever is later).

5.10. The Customer must make enough TL, foreign currency or precious metal available in the relevant account in order to perform the Transaction at the time of Transaction. Following the sufficient amount is made available in the defined account, the amount purchased by the Customer is deposited to his relevant account defined in currency, foreign currency or precious metal. If the Customer does not make sufficient amount in the defined account available at the time of the Transaction, the Transaction is not performed even partially, even if the Customer has sufficient balances from other currencies, foreign currency or precious metals units or other accounts within the

Bank and the Customer's instruction regarding the Transaction is canceled. Customer with no sufficient amount in the defined account cannot claim that he has sufficient balances from other currencies, foreign currency or precious metals units or other accounts within the Bank and cannot make any claim from the Bank for this reason.

5.11. Other provisions of this Agreement are to be reserved and valid, in addition, if the customer gives instructions valid until cancellation, valid until the date specified starting from the day of the instruction, valid until the end of the day (including 23:59) or valid for 24 (twenty-four) hours, and if the Transaction does not take place within these periods such instructions will be automatically cancelled and the Customer will not be able to make any claims later for the instructions and Transactions that do not take place for this reason.

5.12. Even if the Customer has defined accounts within the Bank or even if Transactions were previously performed from these accounts, the Bank is not always and in any event obliged to make a price or exchange rate offer to the Customer through AlbaFX. Bank is completely free to make an exchange rate offer or not, to give at any

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time, or to give an offer for one currency or foreign currency type and not for another.

5.13. Access, use or making transactions on AlbaFX may be blocked, suspended and/or terminated due to the implementation of existing legislation or a change in the legislation or measures taken in this context or a change in the cost of the Bank/exchange rate, as required by market conditions, or as a result of such circumstances the Bank may not offer any prices or exchange rates or perform the Transaction at a different price level.

6. RIGHTS OF PLEDGE, LIEN, BARTER, CLEARING, TRANSFER

6.1. Customer agrees that all of his accounts opened and to be opened within all branches of the Bank (including the central branch)(private current, participation and investment/custodian accounts) whether or not affiliated with the customer number and all accounts receivable and assets that were born and will be born in these accounts (including all kinds of benefits, such as dividends), in addition all kinds of negotiable instruments such as remittances, letters of credit, bonds, policies, checks and their collected amounts, shares, bills of lading, even if they are billed for collection whether

or not affiliated with the customer number, also including but not limited to all kinds of securities/capital market instruments such as lease certificates, participation shares, mutual funds, product Securities and their fees, all assets, receivables and rights with or without promissory notes within the Bank's central (headquarters) and all branches (including the central branch) for whatever reason are pledged in favor of the Bank and the Bank has the right of pledge, lien, barter, clearing and transfer on all these.

7. INFORMATION ON PERSONAL DATA

7.1. Within the scope of the "data controller's obligation to inform" of the Personal Data Protection Law, the Bank has informed the real persons who are party to the Agreement in the "Pre-Agreement Information Form". Real persons can also access the said information through www.albaraka.com.tr web address.

8. EVIDENTIAL AGREEMENT

8.1. Information on Customer's login, log, Transaction and other transactions performed on AlbaFX is recorded and stored by the Bank. In all disputes arising from this Agreement, all kinds of books, accounts and documents of the Bank and all its voice, video, computer, microfilm, microfiche and all

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other records especially AlbaFX records, are in the nature of a final evidence in the sense of article 193 of the Code of Civil Procedure and this is an evidential agreement.

9. WARNING OF THE USAGE OF THE GENERAL TERMS AND CONDITIONS AND INFORMING

9.1. Agreement has been prepared by the Bank beforehand, and it contains general transaction conditions. Before signing of the Agreement, they were informed with Pre-Agreement Information Form for them to review and get informed, they were also notified that detailed information is available at Bank's www.albaraka.com.tr website and by applying to the Bank's branches. The Customer declared that he has been adequately informed and accepted the usage of the general transaction terms and conditions and this Agreement has been concluded.

10. CONNECTION WITH OTHER AGREEMENTS

10.1. Because of the fact that this Agreement is primarily an annex and integral part of BSA and/or CTA (if BSA is not available), the provisions of BSA and/or (if BSA is not available) CTA primarily and in cases where there is no provision apply to the

Agreement. Further reference to the implementation of other agreements signed between the Customer and the Bank in some articles of the Agreement does not result in the non-referenced articles of BSA and/or (if BSA is not available) other agreements signed between the Bank and the Customer, especially CTA, will not apply.

Date of Issuance/...../.....

SIGNATURES

Bank

Albaraka Türk Participation Bank Inc.

Address: Saray Mah. Dr. Adnan Büyükdeniz
Cad. No: 6 Ümraniye/Istanbul

TIN: Large Taxpayer / 0470008702

Registration No: Istanbul Trade Reg.
Dir./206671

MERSIS No: 0047000870200019.

Phone/Fax: 0216 666 01 01 / 0216 666 16
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REM Address: albarakaturk@hs03.kep.tr

Internet Address: www.albaraka.com.tr

BANK SEAL AND SIGNATURE:

Customer

Customer No:

Full Name/Title:

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ID No/TIN:

Address:

Phone:

E-mail Address:

(The contract can be issued and concluded electronically/distant, and if it is not electronically/distant, the Customer must write **“I have received a copy of the agreement in person.”** in hand writing and sign)

Signature :