

**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% BITT paid to the Government over the fee amounts is also collected. If the amounts/rates such as BITT, 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

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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

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

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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

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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 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;

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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

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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 and the 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 informing is made in accordance with article 10 of the Personal Data Protection Law No. 6698 ("PDPL") and due to legal requirement.

PDPL; defines every information related to an identified or identifiable real person as “personal data”. The Bank performs its personal data processing activities by taking the necessary security measures for the purpose of protecting fundamental rights and freedoms, especially the right of privacy. The Bank's aim is to inform you about collection methods of your personal data, processing purposes, legal reasons, transfer to third parties where the legislation permits and your rights for your satisfaction.

a) Identity of the Data Controller and His Representative (if any): Data controller is

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Albaraka Türk Participation Bank Inc.

b) The Purpose of Processing of Personal Data:

Your personal data may be processed for the following purposes:

- Participation fund acceptance; cash, non-cash lending transactions in all types and forms; all kinds of payment and collection transactions including payment in cash and in deposit money and fund transfer transactions, use of correspondent banking or cheque accounts; custody services; issuance of payment means such as credit cards, debit cards and traveler's checks and execution of related activities; foreign exchange transactions, including effective; buying and selling money market instruments; trading of precious metals and stones or placing them in custody; purchase, sale and brokerage transactions of forward agreements, option agreements based on economic and financial indicators, capital market instruments, commodities, precious metals and foreign currency, option contracts, simple or complex financial instruments containing more than one derivative instruments; purchase and sale of capital market instruments and repurchase or resale commitment transactions; intermediation transactions for the sale of capital market instruments through issuance or public offering; transactions for trading of previously issued capital market instruments for intermediary purposes; guarantee transactions such as undertaking collaterals, guarantees and other obligations in favor of others; financial leasing transactions; carrying out the sales processes and after-sales support services of insurance agency and private pension brokerage products/services, execution of service production and operational processes,
- Carrying out the evaluation processes of requests made for the products/services offered; determining the owner, authority and addressees of the business and transactions to ensure the security of operations; conducting investment processes, arranging all records and documents that will be the basis for transactions to be carried out in electronic or paper environment; conducting communication activities by transmitting important

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information required to be shared with you through your contact information; conducting the processes of intelligence, monitoring, analysis, credit history, determination of creditworthiness, credit assessment, loan allocation, collateral and collection transactions for credit transactions; follow-up of overdue loans and bank receivables, commissions and expenses; sale of movable properties and immovable properties taken over as a set-off against receivables; follow-up of requests and complaints by keeping notifications such as complaints, objections, requests, suggestions, satisfaction, etc. in notification management system to provide you with a better service; carrying out management activities,

- Execution of risk management processes by complying with risk monitoring and informing obligations; execution of the control/investigation/intelligence activities stipulated by the legislation, in particular the obligations related to internal systems, and, when necessary, sharing with the relevant authorities; maintaining bank internal system and application management operations, execution/planning, auditing and implementing information security processes; recording of camera images in Bank's service units and ATMs due to security practices in the workplace; recording and auditing of correspondence, communication and transactions for quality standards, security, fraud prevention, resolution of disputes; notifying you of nearest branch/ATM to your location if you permit/request, ensuring transaction security in transactions made without card with QR code,
- Execution of the agreements, which have been/will be made, and relations, which have been/will be established, with the Bank; organization and execution of all kinds of legal and commercial relations between the Bank and the customer; execution of litigation and executive proceedings to which the Bank is a party,
- Planning, execution, supervision and security of business activities, operational processes and purchasing operations; conducting financial and accounting transactions, preparation

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of consolidated financial statements,

- Increasing the product and service quality, carrying out the promotion and marketing processes, product studies, identifying products and services that appeal to the customer, conducting activities for customer satisfaction, increasing efficiency and profitability, information research, modeling, obtaining appreciation and evaluation with questionnaires and other ways, their measurement, analysis, reporting and evaluation, conducting customer satisfaction/loyalty studies, publication, promotion and commercial electronic message submission, R&D activities, strategy formulation, carrying out the planning and statistical activities required by the Bank, execution of customer relationship management processes, organization and event management, conducting sponsorship activities, conducting advertisement/campaign/promotion processes,
- Fulfilling the information storage, reporting and informing obligations prescribed by authorized persons, institutions and organizations,
- Conducting the activities in accordance with the legislation, obtaining and evaluating recommendations for improving business processes, conducting storage and archival activities, conducting strategic planning activities.

The Purpose of Processing of Personal Data of the Same Risk Group:

Even if you are not a customer, according to banking legislation, your personal data may be processed by the Bank for the purpose of identifying, monitoring, reporting, controlling the risk group that you will be involved in to determine the limits of credit that will be disbursed to a risk group (partnerships in which you, your spouse and children are member of the board or general manager or which are controlled by them or by a legal person severally or jointly, directly or indirectly or participated by the same persons with unlimited liability, and qualified shareholders, and members of the board and general manager of a bank, and partnerships in which they have control jointly or severally, directly and indirectly or

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partnership with unlimited liability or they are member of the board or general manager, and real and legal persons, who have surety, warranty and similar relations to the extent that in case one of them have got difficulty in repayment will result one or a few of them to have difficulty in repayment, constitute a risk group. In addition, other real and legal persons who will be covered by the risk group are determined by the BRSA.)

c) The People and Purposes of Transfer of Processed Personal Data:

Within the framework of PDPL Article 8 on the transfer of personal data and Article 9 on the transfer of personal data abroad your personal data within the Bank may be transferred to persons/institutions at home and abroad for the following purposes;

- In order to fulfill legal obligations to legally authorized persons, institutions and organizations such as BRSA, CMB, CBRT, TRA, FCIA, CRA, ICC, SMEDO, SSI, AFI;
- To third parties, support service organizations which the service is received from, cooperating organizations, consultants, program partners, within the limits/obligations set forth by the Banking Law and other laws and regulations and to the extent required by the business processes, in order to carry out banking activities;
- To the persons, institutions and organizations whose activities the Bank conduct in the capacity of intermediary/agency in order to fulfill the obligations arising from the intermediary/agency law;
- To courts, enforcement and bankruptcy offices, judicial authority such as prosecution office and alternative dispute resolution bodies such as mediation, arbitral tribunal, arbitration, conciliator, law offices, asset management companies, for the purpose of monitoring and execution of legal affairs;
- To independent audit company in order to audit that activities are carried out in accordance with the legislation;
- To correspondent banks, domestic/foreign financial institutions in order to fulfill the

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obligations regarding the recognition of the persons who are parties to the transaction due to the nature of the transaction;

- Due to the nature of the transaction, for the execution of credit card and money transfer processes, all payment systems organizations, card organizations, domestic/international member businesses, mainly Europay Int. SA, Western Union, Mastercard Int. INC., Visa INC., JCB Int. Co., Maestro, Electron;
- to other third parties in case of and within your express consent

d) Method and Legal Reason for Collecting Personal Data:

Your personal data may be processed for the following purposes:

- Explicit stipulation in law;
- The requirement of processing of personal data of the parties to the contract, provided that it is directly related to the establishment or performance of a contract;
- The fact that it is mandatory for the Data Controller Bank to fulfill its legal obligation;
- The fact that it is mandatory for the establishment, use or protection of a right;
- The fact that it is mandatory for the legitimate interests of the data controller Bank, provided that it does not harm the fundamental rights and freedoms of the person concerned;
- Presence of your explicit consent;

for the purposes specified in articles (b) and (c) above based on legal reasons;

- The information you provide through the Bank's General Directorate, Units, Regional Directorates, Branches and other service units, are processed through;
- Real and legal persons that the Bank cooperates with, receives service from/provides services to, such as its affiliates, support service organizations, companies whose activities it conducts in the capacity of intermediary, agency, correspondent banks,

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contracted dealers, customer interviews, applications made directly to sales teams, member merchants and their POS devices, market intelligence, screening forensic records, SSI records, PTT,

- National and international authorities/institutions;
- Identity Sharing System, Address Sharing System, Trade Registry Gazette, Land Registry and Cadastre Information System, Risk Center, CRA, electronic pledge systems, that are made available to the Bank by public institutions and organizations,
- ATM, BTM, kiosk, means of payment, websites, media, social media, internet banking, mobile banking, telephone banking, call center, mobile applications,
- Telephones, computers and cameras of the Headquarters, units, regional directorates, branches and other service units,
- Cameras on the ATM;
- Registered electronic mail, electronic notification, electronic mail, mail, fax, short message, SWIFT;
- All kinds of notifications, applications, interviews and similar/other channels made to the Bank;

by collecting in writing, oral, electronic or other means, which are fully or partially automatic or non-automatic.

e) Other Rights:

Without prejudice to the exceptions especially cases prescribed in Article 28 of PDPL, in accordance with the "Communiqué on Procedures and Principles of Application to the Data Controller", you can submit your requests within the scope of Article 11 of PDPL, which regulates the "rights of the person concerned" to the Bank's "albarakaturk@hs03.kep.tr" REM address or through the branches of the Bank in writing and signed or to Dr. Adnan Büyükdeniz Cad. No: 6 Ümraniye/İSTANBUL address through a notary public or to the e-

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mail address "kvkk@albarakaturk.com.tr" by using your secure electronic signature or mobile signature or your e-mail address registered in the Bank. In exercising your aforementioned rights, the Bank reserves the right to charge fees/expense in the amounts allowed by the legislation.

This Information Form applies only to real persons and will not apply for non-natural persons.

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

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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 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:** Saray Mah. Dr. Adnan Büyükdenez 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.

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- 2) As the undersigned Customer,
- i. I received a sample of this Information Form signed by the Bank in person if it was not made distant/electronically;
 - ii. 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: