

CONSUMER LOAN AGREEMENT

1. Parties and Agreement Details

| | | | |
|---|--|--|--|
| Supplier | Burgan Bank A.Ş Istanbul Trade Registry Office, Mersis: 0140003231000116, Maslak Mah. Eski Büyükdere Cad. No:13 Sarıyer, İstanbul ,T: 0212 371 37 37, F: 0212 371 42 42, www.burgan.com.tr | | |
| Client Name-Surname | | TR ID | |
| Date | | Agreement No | |
| Principal | | Monthly Overdue Interest Rate % (Gross) | |
| Monthly Instalment Amounts | | Annual Overdue Interest Rate % (Gross) | |
| Term (Months) | | Total Tax / Fund Repayment | |
| Agreement Term (Months) | | Total Interest Repayment | |
| Monthly Contractual Interest Rate % (Gross) | | Effective Annual Interest Rate/YMO % | |
| Facility Fee (Gross) | | Annual Contractual Interest Rate % (Gross) | |
| Applied Contractual Interest Rate* | | Loan Total Amounts | |
| Total Amount Due | | | |

* The interest rate applied within the scope of campaign.

2. Loan Type, Parties, Term, Loan Conditions

This agreement sets forth the terms of consumer loan disbursed by the Bank to the Client. Lender details are given at the bottom, Consumer name/surname are given at the end. Loan may be a tied loan and for a certain term. Agreement term is equal to the loan term, provided that all debts are fully collected and settled. Total Loan amount, fees and other terms are stated in the table. **Facility fee shall be paid by the client.**

3. Information of the Goods or Services under the Agreement if the Loan is a Tied Loan

| | | | |
|------------------------------|--|------------------------------|--|
| Loan broker's title (Dealer) | | Loan broker's e-mail address | |
| Loan broker's address | | Loan broker's mersis no | |

| | | | |
|---------------------------------------|--|---------------------------|--|
| Loan broker's phone | | Type of goods or services | |
| Date of delivery of goods or services | | | |

4. Contractual Interest Rate and Application

Contractual interest rate is shown in the table. Interest rate is fixed and may not be changed during the term. Interest rate is calculated according to simple method. RUSF at 15% and BITT at 5% are collected over the interest.

5. Overdue Interest Rate and Application

Overdue interest rate is specified in the table. Interest rate is fixed and may not be changed during the term. Interest rate is calculated according to simple method. RUSF at 15% and BITT at 5% are collected over the interest.

6. Facility Fee

Facility fee is shown in the table, and taken up to 0.5% of the principal amount of Loan. BITT is collected at 5% over the Facility fee.

7. Calculation of Effective Annual Interest Rate (Annual Cost Rate)

Annual Cost Rate is calculated including the instalments, cash interest amount, and facility fee shown in the payment schedule, at the contractual interest rate of loan, including taxes and funds. Insurance premium amount is not included in the calculation of effective annual interest rate. Contractual interest rate is shown in the table.

8. Payment Schedule

It is to be prepared separately as annex to the Agreement and given to the Client.

9. Agreement Copy

The client may receive a copy of the loan agreement free of charge within the first year after taking the Loan.

10. Loan Account

Upon opening an account under the Loan agreement and making only loan-related transactions on such account, no charge or expense shall be applicable on such account in any manner and such account shall be closed upon termination of the loan, unless otherwise expressly instructed by the client.

11. Notarial expenses

Notarial expenses that may be incurred, including in case of default, shall be borne by the Client.

12. Overdue Interest Rate

It is stated in the table. Interest rate is fixed and may not be changed during the term. Interest rate is calculated according to simple method.

13. Consequences of Non-Payment of the Loan (Default)

Client shall be obliged to pay the total repayment amount stated in the payment schedule which is separately delivered in annex to the agreement. **Non-payment of instalment amounts when due shall result in an event of default, and in such case, overdue interest shall start to accrue on the principal within the unpaid instalment.** Loan may be taken at 0% (zero percent), the contractual interest applied within the scope of campaign, in case of delay in repayment of loans applied at zero interest to the Client, overdue interest

calculated at the abovementioned contractual interest rate shall be collected. **The Bank reserves the right to claim the entire debt upon non-payment of two consecutive instalments when due under the Payment schedule. In such case, the Client shall be requested to pay the overdue instalments within at least 30 days, and be warned of acceleration. If payment is not made within 30 days, the Bank shall apply to legal remedies for the overdue amounts and accelerated debts in full. Client shall be required to pay default interest together with judicial expense, attorney fees and notarial fees etc.. The Bank has lien, right to offset and exchange, on all accounts of the Client, for the accelerated receivables.** Upon applying to legal remedies, any notification sent to the Client's address stated in this agreement shall be deemed served to him/her.

14. Insurance and Other Guarantees

No insurance may be sold for the loan, without Client's express request in writing or through permanent data storage. If the Client intends to buy insurance from the Bank during disbursement of the Loan, policies/participation certificates shall be separately issued and premium shall be collected for such insurance. Insurance-related services may also be received from any agent other than the Bank. The Client may provide any existing insurance policies as guarantee of the loan, provided that it matches the Loan. Insurance premium shall be paid by the Client. The Bank shall be indicated as the loss payee in the insurance policy bought as guarantee of the Loan. Insurance claims up to the outstanding debt on the Loan is pledged in favour of the Bank. Required guarantees and any personal guarantee in any manner whatsoever for the Client's performance shall be deemed as ordinary surety, personal guarantees given by counterparty for the Client's claims shall be deemed as successive guarantee, unless otherwise stipulated in other laws. **If Consumer loan payments are to be made with Client's SGK retirement pension, the "Supplementary Pledge Agreement to the Loan Agreement, Covenant and Transfer-Exchange-Offset Instruction" shall be signed by the Client and the part of monthly SGK pension amount equal to the instalments in the payment schedule annexed to this loan agreement shall be deemed pledged to the Bank. In case of loans disbursed to SGK pensioners, if the pension amounts are deposited before the instalment date, the Bank shall be authorized to de collect the first outstanding instalment amount by making necessary discounts according to early payment provisions, within the scope of abovementioned pledge relationship.**

15. Right of Withdrawal

Within 14 days from receiving a copy of the Agreement in writing or through permanent data storage, you may withdraw from the agreement without any cause or paying any penalty. **Within thirty days from delivery of the withdrawal notice to the Bank, principal and interest (including RUSF/BITT) accrued until repayment of the loan must be paid, otherwise you shall not be withdrawn from the loan.**

16. Right of Withdrawal from Tied Loan or Require Discount from the Price, if the Loan Type is Tied Loan

In tied loans, if the goods or services are not delivered completely or duly, and the Client exercises the right to withdraw from the sales contract or discount from the price, the seller, provider and the Bank shall be successively responsible. If the Client exercises the right of discount from the price, tied loan shall be reduced by that amount, and payment schedule shall be changed accordingly. If Client exercises the right to withdraw from the contract, then the seller, provider and Bank shall be successively responsible for refunding the payments made up to that date. However, Bank's responsibility shall be limited to the loan amount disbursed, and for 1 (one) year from the date of delivery of goods or performance of services under the sales contract or

tied loan agreement (where the goods are not delivered or services are not performed), or from the date of delivery of goods or performance of services (where the goods are delivered or services are performed) .

17. **Early Repayment/Interim Payment/Early Pay Off**

The Client may early repay any instalment which is not yet due and payable or pay-off the loan early. In case of early repayment, interest will be deducted according to the amount paid. Upon early repayment of the full amount of Loan, the loan will be paid-off by collecting the outstanding principal and the interests accrued as of the pay-off date, and RUSF and BITT, etc. legal liabilities accrued until the early repayment date. **Merely sending money to the account is not sufficient for early repayment/interim payment/early pay off.** Such requests must be notified to the Bank. If the Client makes an interim payment, no new agreement shall be executed, a new payment schedule shall be issued under the present agreement and the Client shall repay the loan according to such new payment schedule.

18. **Venues for Application and Other Remedies in case of Dispute**

For the conflicts arising from the Agreement, the Client is entitled to apply to Client Complaints Arbitral Tribune under Turkish Banks Association, consumer court or consumer arbitral tribune.

19. **Disbursement of the Loan in Foreign Currency**

If the Loan is taken in foreign currency, instalments related to the repayment and the total loan amount shall be made in Turkish Lira equivalent as calculated over the Bank's effective foreign exchange selling rate on the repayment date.

20. **Payment Date being a Holiday**

In cases where the Loan due date is an official holiday, payment date shall be the first business day after such holiday.

21. **Compound Interest**

Compound interest shall not be applied, even in case of overdue.

22. **Other Terms**

Gross interest rate is found by adding tax liabilities such as RUSF and BITT. Any change in BITT, RUSF and other tax liabilities during the Loan term shall be applied as of the effective date. One copy of each of the payment schedule and the agreement are delivered to the Client by hand. **If the date of signature of the Payment schedule is different from the date on which the loan amount is transferred to the Client account, the Bank shall prepare a new payment schedule based on the date the loan amount is transferred to the account, and the Client shall make the payments according to such new payment schedule.** This agreement is an integral part of Burgan Bank A.Ş. Banking Services Agreement. This Agreement is integral with all annexes hereto, and shall enter into force on the signature date.

Annexes:

1. Repayment schedule
2. Consumer Loan Agreement Information and Request Form

INFORMATION

General terms of transaction which may be against your benefit, in the Agreement that you are about to sign, are printed bold. You are recommended to review such provisions, and if you need so, obtain assistance from a legal and/or financial expert on the legal and financial consequences, before signing. You are hereby informed that, upon signing the Agreement, you shall be deemed to have accepted the foregoing.

Agreement Copy and Client Signature

Please write "I have received a copy of the agreement and annexes by hand" in the box.

Client

Name-Surname: _____

Date: ____/____/____

Bank

signature

seal – signature

SURETY AGREEMENT

Please complete the information below with your hand writing.

"I hereby guarantee the consumer loan dated .../.../..... as disbursed by your Bank to (Client name/surname), up toTL (up to the total repayment amount)."

Surety

Name-Surname: _____ (complete with your hand writing)

Surety Date: ____/____/____ (complete with your hand writing)

After receiving the agreement and annexes, please write the following expression with your hand writing.

"I have personally received a copy of the Agreement together with annexes."

Surety signature