

CUSTOMER INFORMATION FORM ON WAAD

This form was issued for the purpose of providing information to the client under the scope of the communique¹ of Banking Regulation and Supervision Agency (BRSA).

1. Basic Features of Waad (Promise):

Waad is a declaration of a person to another that he/she will make a disposition for his/her benefit in the future. The person to whom the promise is made is free to accept this promise or not. Muwa'adah is a mutual promise of the two parties that they will make a disposition at the same place and time in the future.

Waad is not a contract, but a one-sided commitment. If waad is binded to a condition, duration, price, behavior or event, it shall be binding on the promiser.

The subject of waad must comply with the Interest-Free Banking Principles and Standards.

If the parties have not yet reached the stage of establishing a contract, waad method can be used for the future establishment of the contract.

2. Compliance of the Product or Service with the Principles and Standards of Interest-Free Banking:

The legitimacy of waad and muwa'adah is based on the basic principles of Islamic law. The waad-based transactions made by the participation banks under this scope comply with the principles and standards of interest-free banking to the extent that they comply with these principles.

3. The Capacity of the Customer under the Scope of Waad:

In waad transaction, the customer is the party who makes the promise (promiser) and the participation bank is the party to whom the promise is made (promisee).

4. Process and Functioning:

The customer submits its request for waad transaction to the participation bank. In this request, all the details that will be needed by the parties and for the transaction which will prevent a disagreement between them should be included. The customer informs the participation bank of the amount of assets such as commodities, securities, gold, silver, foreign currency or Turkish Lira that he/she wishes to trade (sell or buy) on a forward basis. Based on the customer's promise, the transaction is carried out on the maturity date and the customer fulfills its obligation.

5. Rights and Obligations of the Parties Due to Waad:

If the customer does not fulfill his/her promise and obligations until the specified maturity, renege on the transaction and does not pay the required amount to the participation bank, the participation bank may claim any actual/actual losses that may arise due to the said transactions from the customer.

All kinds of taxes, duties, fees, funds and similar legal expenses arising from the transactions to be made upon the realization of the promise shall be borne by the customer.

The participation bank may ask collateral up to the transaction amount and in any type it wishes against the losses that may arise from the market movements and the risk of not fulfilling the obligations of the customer.

The promising party declares, accepts and undertakes to pay the promised amounts on maturity date.

6. Corporate Website through which the Customer may obtain more Comprehensive Information about the Products and Services:

You may have access to more comprehensive information about our products and services and permission (ijazah) certificates through the website of our Bank at www.ziraatkatilim.com.tr.

Information Form Delivery Date: /..... /.....

Name/Surname/Title of the Customer :.....

Turkish ID Number/Tax ID Number :.....

(Information may be provided face-to-face and remotely through remote means of communication/in electronic environment/from a distance, and while providing information face-to-face, the expression **“I was provided verbal and written information and my declaration of intent has been received”** must be inserted and undersigned on the information form with your handwriting.)

Seal/Signature:

¹ “Communique on the Principles and Procedures Concerning Providing Information to the Customers & Public under the scope of the Principles & Standards of Interest-Free Banking Published by Banking Regulation and Supervision Agency (BRSA) in the Official Gazette on November 30, 2021.

Ziraat Katılım Bankası A.Ş. Trade Registration Number: 962000	Headquarters Address: Finanskent Mah. Finans Cad. B Blok No: 44B İç Kapı No: 29 PK: 34760 Ümraniye/İSTANBUL Central Registration System No: 0998-0793-1170-0015 Internet Address: www.ziraatkatilim.com.tr
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