

CUSTOMER INFORMATION FORM ON ISTIJRAR CONTRACT

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. Contract Type: Istijrar (Open Account Sale)

2. Basic Features of the Contract:

Istijrar is the type of contract in which the person continues to buy the goods or services they need from the supplier, no bargaining is made during each delivery, the price is paid in advance (prepaid Istijrar) or deferred payment (postpaid Istijrar, and the net settlement is made at the date of maturity.

In the istijrar contract, the buyer, the seller, the subject matter of the contract must be certain, the goods must comply with the principles of participation banking and the parties must have presented a declaration of intent (offer and acceptance).

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

Istijrar contract is an emptio venditio and its legitimacy is based on the basic principles of the Islamic law. The transactions made by the participation banks under this scope comply with the principles and standards of interest-free banking.

4. The Capacity of the Customer under the Scope of the Contract:

In the istijrar contract, the customer shall be the final buyer. Furthermore, the participation bank may appoint the customer as its agent in certain matters.

5. Process and Functioning:

In the forward purchase requests, the customer sends its financing request to the participation bank. Participation bank allocates a limit for the customer. An istijrar contract is signed with the customer. The customer shall purchase the goods from the vendors it has specified on behalf of the participation bank. After this point, the customer shall have right of disposition on the goods based on the contract. On the date when the payment is due to the seller, the customer informs the participation bank. Participation bank shall make a pricing agreement with the customer in line with the terms and conditions specified in the contract, and the seller debits the customer by making the payment.

While in the direct debiting system (DDS) product, the participation bank shall make a DDS agreement for the purchase of goods with the parent companies (suppliers) working with the dealership method. Dealers, who request to purchase goods within the scope of DDS, shall sign the certificate of authority to be submitted by the participation bank. The participation bank shall allocate a limit to the customer (sub-dealer) and notify the parent company. Afterwards, upon the request of the customer, the participation bank shall buy the goods at the agreed price from the parent company and sells it on credit to the customer. The participation bank can also perform the related transactions by giving a power of attorney with power of purchase to the customer and a power of attorney with power of sale to the parent company.

6. Contractual Rights and Obligations of the Parties:

The participation bank shall be responsible for the payment of the cost of the goods to the seller after the duly performed transactions, on the other hand customer shall be responsible for the receipt of the goods from the original seller as an agent and for hidden or patent defects of the related goods. The customer agrees and declares that it will make the payments for financing under the scope of the

payment scheme prepared specifically for istijrar.

The participation bank or the suppliers in accordance with the instruction of the participation bank are obliged to deliver the specified goods to the customer at the specified time and place.

7. Rights and Obligations Arising from the Agency Contract (Wakala):

The customer shall be constituted as the agent of the participation bank in all matters related to the selection, purchase, loading, transportation, delivery of the said goods and other goods.

The parent company is the agent with the power of sales of the participation bank in all matters related to the supply and sale of the goods.

In the transactions to be carried out as an agent, the product must not be already delivered to the customer, no payment should be made to the seller (advance payment, check, bond etc.), the seller should not issue any document subject to the purchase and sale (invoice, dispatch note etc.) in favor of the customer.

8. Delivery of the Documents Subject to Purchase & Selling to the Participation Bank:

The customer agrees and undertakes to deliver a copy of the documents (invoice, dispatch note etc.) about the purchase and sale of the goods subject to istijrar contract and other documents that may be requested by the participation bank within the specified period to the participation bank.

9. Bank practice in case of late payment:

It is in conformity with the principles of interest-free finance to insert an article imposing a delay penalty by the Participation Bank in case of the failure to pay the debts on due dates, however, the participation bank and customers may not benefit from these amounts which are collected as a delay penalty. These amounts collected shall be classified according to the uniform account scheme of the participation bank and evaluated in conformity with the principles and standards of interest-free banking.

10. 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.*

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