

## **IJARAH (LEASING) - CONTRACT OF HIRING OF EMPLOYMENT/LEASING OF SERVICE CUSTOMER INFORMATION FORM**

This form was issued for the purpose of providing information to the client under the scope of the communique<sup>1</sup> of Banking Regulation and Supervision Agency (BRSA).

### **1. Contract Type: IJARAH (Leasing) - Hiring of Employment/Service**

#### **2. Basic Features of the Contract:**

Hiring of Employment/Service is a one of the types of ijarah.

Hiring of Employment/Service, is leasing of the employment/service to the customer procured from the seller by the participation bank (lessor) upon the request of the customer (lessee).

The contract of Hiring of Employment/Service entails the buyer, seller and the nature and price of the employment/service subject to the contract must be specific and comply with the principles of participation banking, and also 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:**

The hiring of employment/service is a lease contract (ijarah) 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 contract of Hiring of Employment/Leasing of Service, the customer shall be acting under the capacity of a lessee and the participation bank shall be acting under the capacity a lessor.

#### **5. Process and Functioning:**

The customer submits its request for financing the employment/service to the participation bank. Participation bank allocates a limit for the customer. The customer is appointed as agent in order the employment/service to be procured in the name of the bank. The employment/service procured in the name of the bank is leased to the customer. The participation bank carries out the required tasks and procedures before the supplier as principle or through the customer under the capacity of agent.

#### **6. Contractual Rights and Obligations of the Parties:**

The customer agrees and declares to make the payments for financing under the scope of the payment scheme prepared specifically for the hiring of employment/leasing of service.

The participation banks is responsible for making the payment of employment/service fee to the supplier (or to the customer, provided that the payment is ultimately transferred to supplier) after the duly performed transactions.

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

Furthermore, the participation bank may appoint the customer as its agent for the determination of the supplier, the procurement of the employment/service, their delivery, payment to the supplier and other matters.

In the transactions to be carried out as an agent, the employment/service must not be already provided to the customer, no payment should be made to the supplier (advance payment, check, bond etc.) and that the supplier should not issue any document (invoice, dispatch note etc.) in favor of the customer.

Since the customer is acting as an agent to the participation bank, the customer is responsible for any hidden or patent defect that may occur regarding the employment/service.

The agent cannot dispose over the matters such as leasing or changing the employment/service to a third party before the final lease is concluded.

#### **8. Delivery of the Documents Subject to Leasing to the Participation Bank:**

The customer agrees and undertakes to deliver the documents (invoice, contract, etc.) regarding the hire of employment/service lease to the participation bank, if requested by 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](http://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:**

<sup>1</sup> *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: <a href="http://www.ziraatkatilim.com.tr">www.ziraatkatilim.com.tr</a>
--	---