

WAKALA/INVESTMENT AGENCY (FUND COLLECTION) CONTRACT CUSTOMER INFORMATION FORM

This form was issued for the purpose of providing information to the client under the scope of the communiqué¹ of Banking Regulation and Supervision Agency (BRSA).

1. Contract Type: Wakala (Investment Agency)

2. Basic Features of the Contract and Contractual Rights and Obligations of the Parties:

Participation account can also be opened with different types of contract and one of these methods is wakala (Investment Agency) contract.

Investment Agency is the type of contract in which the customer authorizes the participation bank as an investment agency to operate and make good use of the capital customer owns.

For participation accounts based on investment agency, the estimated profit rate determined during the contract cannot be changed unilaterally until the maturity date.

In investment agency participation accounts, the customer's loss sharing rate as the capital owner is one hundred percent.

The return that the customer can demand from the participation bank on the participation account will be as much as the current unit account value on the date of the account's maturity date. Unit account value is limited to the sum of the amount deposited and estimated profit. In case the realized profit is more than the estimated profit, the customer cannot make a claim above the estimated profit.

The participation accounts based on the investment agency structure that are not closed on maturity date are not renewed unless a new contract is drawn up between the customer and the bank, and the current amount in the account is transferred to the customer's private current account.

The customer cannot withdraw, limit or change the authorizations granted to the participation bank regarding the use of funds in investment agency accounts until the maturity date.

In participation accounts, where the participation fund is withdrawn by the customer with the approval of the participation bank before the maturity date, the customer will be paid as much as the amount deposited to the account by the customer until such day if account's maturity group shows a profit on the date the account is closed, and in case of loss, the customer will be paid as much as the unit account value.

The participation bank may allocate profit balancing reserves from the profits to be distributed at the end of the period for participation accounts within the framework of the relevant legal regulations. The participation bank shall have a right, at its sole discretion, to increase the profit to be distributed in favor of the account holders by using profit balancing reserve and/or waiving the profit share accrued in its favor provided that it is not permanent, or to cover the losses for the benefit of the account holders by using the profit balancing reserve in the periods when loss occurs and/or cover it from its own equity, provided that it is not permanent.

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

As the investment agency transaction is an agency (wakala) contract based on putting the money to good use, 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 investment agency transactions, the customer, who owns the capital shall acting under the capacity of the investor (client), and the participation bank, which is authorized to make good use of the capital shall be acting under the capacity of an agent.

5. Process and Functioning:

The customer deposits its capital in a participation bank to allow the bank to put its capital to good use. The participation bank informs the customer about the estimated profit rate in return for the fund amount and maturity information, and if the customer agrees to the terms, it signs the Investment Agency Contract. The bank shall try to provide the profit promised to its customers at the end of the maturity by using the fund amount in transactions in accordance with the profit rate and maturity terms.

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.*