

**CUSTOMER INFORMATION FORM ON MURABAHA CONTRACT**

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

**1. Contract Type:** Murabaha (Profitable Sale on Order)

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

Murabaha is the process of purchasing a good from the original seller with spot payment or on credit as per customer's instruction and promise of purchase, and selling it in cash or on credit, by adding a certain profit to the purchase price or cost by declaring it to the customer.

Murabaha contract entails that the buyer, seller, the good subject to the contract must be specific and available, and must comply with the principles and standards of the interest-free banking and forward sales, and also that the parties must have presented a declaration of intent (offer and acceptance).

At the time of the murabaha transaction, there should not be a pre-existing sales contract on the same good between the original seller and the end customer.

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

The legitimacy of the murabaha contract is based on the basic principles of 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 murabaha transaction, the customer shall be acting under the capacity of the buyer of the goods sold by the bank. Furthermore, in cases where the customer is authorized by participation bank to receive the goods and/or make payment to the seller, the customer shall be acting under the capacity of an agent for the participation bank.

**5. Process and Functioning:**

The customer submits a financing request for an existing good purchase to the participation bank. Participation bank allocates a limit for the customer. After the financing request is approved, the participation bank places an order directly with the seller or makes the purchase of the goods through its agent. Following the purchase, the participation bank pays the seller the cost of the goods and then completes the murabaha transaction by selling with the profit and maturity determined at the beginning of the transaction. After receiving the good, the customer submits the document subject to the purchase and sale within the framework of current legal regulations to the participation bank.

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

The customer agrees and declares that it will make the payments for financing under the scope of the payment scheme prepared specifically for murabaha.

The participation bank shall not be responsible for the defect in the product subject to financing, and the customer has the right to apply to the original seller due to any defect.

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

Participation bank may appoint and constitute the customer or a third person as its agent for the

purpose of making the transactions related to the purchase of the goods subject to murabaha in the name of the participation bank.

In addition, the customer may be constituted as the agent of the participation bank in all matters related to the finding, selection, purchase, loading, transportation, delivery of the said 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 (spot 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.

The agent cannot make any dispositions such as selling, consuming or changing the product before the final sales contract will be concluded.

#### **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, sales contract, title deed, dispatch note etc.) about the purchase and sale of the goods subject to murabaha 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:**

<http://www.ziraatkatilim.com.tr/>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> Communiqué 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.