



A&T BANK

Payment Services Framework Agreement

CLIENT NAME/INSTITUTION NAME/BUSINESS NAME :

CLIENT NO :

DATE : / /

AUGUST 2024

PAYMENT SERVICES FRAMEWORK AGREEMENT

1- PARTIES

This Payment Services Framework Agreement ("Supplementary Agreement"), is executed in written by reaching a complete agreement on it and signing it as an annex and integral part of Banking Services Agreement ("BSA") signed/to be signed by and between Branch of Arap Türk Bankası A.Ş. ("Bank") and ("Client").

If there is not any applicable provision in this Supplementary Agreement, the provisions of BSA, the Law No. 6493 on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions ("Law") and the Regulation on Payment Services and Electronic Money Issuance and Payment Service Providers ("Regulation") shall be applied.

Bank and Client shall hereinafter be referred individually as "Party" and collectively as "Parties".

2- PURPOSE and SCOPE

This Supplementary Agreement is executed to determine the issues regarding payment services being provided by the Bank to the Client under the Regulation and the mutual rights and responsibilities of the Parties.

3- DEFINITIONS

Payment Service Providers: means the banks ("Bank") covered by the Law No. 5411, electronic money organizations and payment organizations;

Payment Service User ("Client"): means the real person and legal entity benefiting from a payment service either as a sender, recipient or both;

Payment Instrument: means the debit card, mobile phone, PIN and other personal instrument, which is determined between payment service provider and the Client and used to give the payment order;

Payment Order: means the instruction given by the Client to the Bank in order for performance of payment transaction;

Payment Transaction: means the operation of depositing, transferring or withdrawing the funds upon an instruction of the Client;

Payment Account: means the account that is opened to the name of the Client and being used to perform payment transaction.

4- PRE-AGREEMENT NOTIFICATION

1. You can either receive a copy of the draft agreement upon your request or find it at www.atbank.com.tr before signing this Supplementary Agreement, which includes framework provisions regarding payment services.

2. Since provision of the draft agreement to you or its announcement on the Bank's website shall be considered as a pre-agreement notification, it shall be deemed that you have reached an agreement with the Bank by signing this Supplementary Agreement without any requirement to receive any additional notification.

5- GENERAL PROVISIONS ON PAYMENT SERVICES

1. The payment services being/to be provided by the Bank to you include continuous direct debit transactions, Payment Transactions made by Payment Instruments, and all money transfers including regular Payment Orders (bank transfer, EFT, SWIFT, etc.).

2. All of these services are provided in the convertible currency, in which the account was opened by the Bank.

3. It is deemed that you have authorized the Bank when your instruction for performance of the Payment Transaction or for performance of several payment transactions is received by the Bank or when you give your approval through remote communication tools. Approval for the Payment Transaction can also be given through the recipient or the service provider that initiates the payment order. Your approval for the Payment Transaction must have been provided before performance of the transaction.

4. You are obliged to provide all or any of the following information to the Bank in order to initiate or perform your Payment Transaction based on the type of transaction.

- Sender's Name & Surname / Title;
- Sender's Client ID / IBAN / Account No;
- Sender's Turkish Republic Identification Number (TR ID), Foreign Person Number (Foreign ID), Tax Identification Number (Tax ID);
- Sender's Passport No and Nationality;
- Sender's Contact Details;
- Recipient's Name & Surname / Title;
- Recipient's IBAN / Account No;
- Recipient's Bank Details;
- Recipient's Identity Details;
- Recipient's Contact Details;

- Transaction Amount / Currency;
- Responsible Party for Correspondent Bank Expenses;
- Purpose of Transfer;
- Nature of Transfer;
- Additional Information/Documents about the Transfer

5. After you have authorized the Bank, you can cancel such authorization unless the transaction is completed by the Bank. However, you can cancel your Payment Order for any Payment Transaction made through direct debiting method, such as automatic/regular payment instructions, until the end of the business day before the due date of such relevant payment. If there are costs suffered by the Bank for cancellation of Payment Order, the Bank may request such costs from you.

6. You can authorize the Bank for Payment Order on any business day. The hours of business days available for authorization vary, depending on the channel and type of Payment Order and you can find these information through the channels to be used for performance of transaction. Any authorization to be given after the time that was determined as transaction time shall be performed on the next business day. The Bank may perform the Payment Order received on a non-business day on the same day. In such case, your payment account cannot be debited before receiving the Payment Order. If it is decided that your Payment Order will be performed on a certain day, at the end of a certain period or on the day, on which your funds to be used for the payment are transferred to the Bank's assets, the day that was decided for the payment shall be accepted as the day of receipt of your Payment Order. If the transaction day is not a business day, it is deemed that your Payment Order is received on the next business day.

7. If it deems necessary, the Bank may refuse to perform a Payment Order that you have given. In such case, the Bank notifies you through your contact details registered in the Bank about the reason of refusal until the end of the business day following the receipt of your Payment Order. If the reason of refusal of your Payment Order by the Bank is any error and/or missing information in your instruction for the Payment Order, the Bank should notify you through your contact details registered in the Bank about how to correct such errors causing the refusal until the end of the business day following the receipt of your Payment Order.

8. Maximum performance period of your Payment

Transaction is 1 (one) business day for bank transfers, account transfers and EFT transactions and 3 (three) business days for International Fund Transfer (SWIFT) transactions as of the receipt of your Payment Order by the Bank.

9. The fees that you have to pay for the payment service to be provided by the Bank are notified to you in the relevant channel before your instruction is created. You can find details of fees for such transactions either in Fee and Commission Details Forms, which is an integral part of BSA, or at www.atbank.com.tr. If you request additional information or more frequent information about the payment services you receive from the Bank or if you request such information to be provided through a different method, the Bank may request additional fees from you in proportion with the cost of such operation.

10. The Client may find its expenditure limits, determined for the payment transactions to be approved through the payment instrument, at www.atbank.com.tr.

11. Exchange rates of the Bank applicable at the time of transaction are applied between the Bank and the Client. Any change in such exchange rates of the Bank is applied immediately by the Bank without notifying the Client.

12. If you receive the payment service under this Supplementary Agreement through a device/application, the Bank informs you about the technical and other features of such device/application.

13. The Bank informs the Client about the services/transactions under this Agreement in written, through remote communication channels and/or by electronic banking channels upon a request of the Client.

14. If requested by the Client, the Bank may provide the draft agreement to the Client or the Client may receive such draft agreement from www.atbank.com.tr. If requested by the Client, a copy of the signed agreement is provided.

15. The Client is obliged to keep the PIN/password provided by the Bank for the payment instrument safe, to not make it available for third persons, and to take necessary measures for protection of personal security details, such as not using his/her birthday or the birthday of any of his/her family member as PIN, not writing down the PIN, not using figures that can be easily estimated as the PIN, and not using the same PIN in more than one location. If the payment instrument is stolen, lost or used for fraud, the Client must report this situation immediately to the phone number +90

(212) 373 64 64 and ensure that the payment product is closed.

16. If the Bank finds out that the payment product is used in fraud, an incident causing a suspicion of unauthorized use has occurred, the payment product is lost or stolen and a transaction is performed without the Client's will, it shall inform the Client in written or through permanent data storage provider about the reason of closing the payment product, except for the case of objective reasons threatening the security. After the reasons for closing the payment products are no longer available, the Bank provides a new payment product to the Client or makes the older payment product available for use. The Client is obliged to take necessary measures for protection of its personal security details regarding the payment product and to use the payment product in accordance with its conditions of issue and use. In case the payment product is closed by the Client for use, the Bank does not send a new payment product to the user unless there is such request of the Client. The Bank prevents any third person to access the Client's personal security details and takes necessary security measures for such purpose.

17. If the Client learns that a payment transaction was made without its authorization or incorrectly, it shall immediately inform the Bank in written or through remote communication channels in order for correction of such transaction. Such correction request must be made within thirteen months from the performance of payment transaction in any case.

18. If there is a strong suspicion that there is a fraud, unauthorized usage and any other issue stated in the Regulation regarding an unauthorized or erroneous payment transaction, the Bank is authorized to investigate the transaction for a reasonable period before making any correction to such transaction.

19. The Client understands that if a lost or stolen payment product is used or the payment product is used by others due to low protection of personal security details, it shall be responsible for an amount up to two hundred and fifty Turkish Lira of such illegal use made within the last twenty four hours before the sender submits any notification regarding the losses arising out of unauthorized payment transactions. The Client cannot be held responsible for payment transactions that has not been authorized by itself.

20. If the Client uses the payment product by fraud or intentionally or accidentally fails to fulfill its liabilities regarding secure use of the payment instrument, it shall be liable for the entire amount of losses arising out of such unauthorized payment transactions.

21. If the Client fails to take necessary measures regarding the use of payment instrument despite of the fact that it has learned that the payment instrument is lost, stolen, or any unauthorized transaction is performed, or if it fails to freeze its payment account or closes the payment product to ruse, it shall be liable for the losses arising out of such use of the payment instrument.

22. The Bank agrees to be responsible for performance of the payment transaction on the time stated in the Client's instructions in accordance with the Payment Order and to refund any unperformed amount of the payment instruction due to the reasons caused by the Bank's failure and to compensate any loss of the Client arising out of such failure. The Bank immediately refunds unperformed amount or erroneously performed amount of the payment transaction to the Client arising out of its failure and if such amount has already been deducted from the payment account, it shall restore the payment account. The Bank is responsible for compensation of interests and fees that the Client was obliged to pay as a result of non-performance or erroneous performance of the Client's payment instruction by the Bank, except for the cases of failure or fault of the Client.

23. The Bank informs the Client 30 (thirty) days in advance for the amendments to be made in this Supplementary Agreement. The Client is entitled to terminate this Supplementary Agreement without paying any fee until the end of such 30 (thirty) days period. It is deemed that the Client, who has not raised any objection within this period, has agreed with such amendments.

24. The provisions of BSA pertaining to termination and all other issues not regulated by this Supplementary Agreement shall be valid and applied.

6- GOVERNING LAW AND JURISDICTION

The Client agrees that the provisions of this Supplementary Agreement and Turkish Laws shall be applied for any relationship with the Bank and Courts and Execution Offices in Çağlayan, Istanbul shall be authorized to settle any dispute that may arise between the parties.

CUSTOMER’S STATEMENT AND SIGNATURE

The Client agrees and undertakes that he/she has read, understood and agreed with the Bank all of this Supplementary Agreement, composed of 4 pages and 6 main articles in total and he/she has been informed that it is possible not accepting this Supplementary Agreement partially or completely, the Supplementary Agreement was formed by this way, he/she is not required to sign, approve or put his/her initials on each page, all provisions of this Supplementary Agreement shall be applied to him/her and any information and statement written in this Supplementary Agreement and all of its attachments that form an integral part of this Supplementary Agreement are complete and correct, if there will be any change therein, he/she shall immediately inform the Bank in written and if he/she fails to do so, he/she shall be entirely responsible under applicable laws.

REAL PERSON CLIENT SIGNATURE FIELD

Name & Surname: Signature:

Date: / /

LEGAL ENTITY CLIENT SIGNATURE FIELD

Title: Seal and Signature:

Date: / /

DELIVERY OF AGREEMENT and SIGNATURE

We hereby kindly request from you to handwrite *“I personally received one copy of the Agreement”* for the Agreement copy delivered to you and sign this Agreement

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Signature:

ARAP TÜRK BANKASI A.Ş.

..... Branch



ARAP TÜRK BANKASI A.Ş.

Trade Register No: 146103 MERSİS No: 0072000479500015 Registered Office: Head Office

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