

# **TERMS AND CONDITIONS FOR CORPORATE ACCOUNT HOLDERS**

This agreement applies if you have a corporate account with T.C. Ziraat Bankasi A.S., London Branch. It mentions general terms, conditions and charges; explains our obligations to you and your obligations to us. These terms, conditions and charges will apply unless special arrangements have been agreed in advance in writing with particular customers.

For each corporate account customer there can be previously agreed additional conditions indicated in the account opening letter. This agreement is general and when any additional condition conflicts with any term or condition in this document, the additional condition will apply. For instance, specific terms may not be included in this document such as charges, interest rates, balance requirements etc.

## **Helpful Definitions**

“**We, us, our**” means T.C. Ziraat Bankasi A.S. London Branch.

“**You**” and “**Your**” means authorised persons. For sole traders and partnerships – the individuals who own the business, for personal representatives and trustees- the personal representative and trustees (collectively or individually), for companies, limited liability partnership, incorporated bodies, clubs, societies and associates- both our customer and where applicable authorised directors, managers, officers and members etc.

“**Bank Working Day**” means any day Monday to Friday excluding English Bank Holidays and Public Holiday.

“**Authorised Person**” is you or any person authorised by you to operate your account(s) with us in accordance with this agreement.

“**Reference Interest Rate**” is a rate which is not directly set by us but linked or set against an external rate such as Bank of England Base Rate or SOFR rate.

“**Our Bank Rate - Managed Rate**” is a rate set by us and not linked to an external rate.

“**Payment Account**” means a current payment account as defined in the Payment Services regulations 2009 and the regulatory guidance that applies to those Regulations.

“**Cut-off time**” is the time before which on a working day, a payment or a payment instruction is treated as received by us on that working day. If we receive a payment or payment instruction after our cut-off time then it will be treated as received on the following working day.

<b>I- Function of this agreement</b>
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This agreement covers bank accounts and related banking services. When we offer different services and products to you then we will make clear whether this general terms and conditions or” additional terms and conditions” apply.

Additional terms and conditions covering remittances to and from Turkey, Northern Cyprus and other countries will apply, where appropriate and under advice to customers.

When any additional condition conflicts with any term or condition in this document, the additional condition will apply.

## **1.1 Bank Accounts**

We provide;

- \* Current accounts
- \* Fixed term deposit accounts
- \* Administrative Accounts

Should you wish to open a corporate account with our branch we must firstly receive the below mentioned corporate details including the full legal documentation of your company or legal entity;

i) Memorandum and Articles of Association (Sirket Ana Sozlesmesi)

ii) a) for UK Companies:

Companies House Forms 88(2) or 363s and 288

b) for Turkish Companies:

Gazette for Commercial Registration (Ticaret Gazetesi Sureti)

Notarised Specimen Signatures (Noterden Tasdikli Imza Sirkuleri)

iii) Audited Annual Accounts for the last three years

- iv) Permission to seek a bank opinion, including full details of the respective branch.
- v) I.D. documentation for at least two Principals of the company.
- vi) List of directors and shareholders.
- vii) Where any shareholder has more than 25% of the shares, a beneficial owner, and documentation identifying that beneficial owner.

In addition, we will also require information as to how you anticipate the account being utilised. This information is required so that we may properly consider the best operating options for you.

Please note that in keeping with "Know Your Customer" requirements of the we may require additional information upon receipt of the above and that any account opened will be subject to review on at least an annual basis with additional up dated information being required.

### **1.2 Banking Services**

Our branch is open to our customers from 09:30 till 15:00 Monday to Friday. Our banking hours are between 09:00 to 17:00 Monday to Friday.

To process a payment on the working day we must receive the payment instruction before the appropriate currency cut-off time for that day. If an instruction is not received by the relevant cut-off time on any working day it will be considered as being received the next working day. Every currency has a different cut off time. Further information on cut off time and procedure can be given on request.

## **II. Contacting Each Other**

We may contact you by post, telephone and e-mail using the latest address, telephone number or e-mail address you have given us. It is your responsibility to notify us immediately any change in your correspondence address.

By law, we are required to continue sending information to you at last indicated address in our records. If you do not inform us promptly a change to your details, the security of your information could be put at risk. There may be a reasonable charge for the costs of finding or trying to find you.

You can contact us at the address or telephone number shown at the end of this document.

### **2.1 Giving us Instructions**

You can contact us and give us instructions by visiting our branch. Your valid instructions shall be only effective when we actually receive them.

When you visit our branch, we may ask you to show a form of identification at any time, for example, when making a withdrawal from your current account or giving us a remittance instruction.

We may also receive your instructions via fax from you or authorised persons as per our previously signed facsimile mandate.

In processing your instructions, we are acting for you. You will have to comply with any relevant local laws and you agree not to hold us responsible against all obligations and responsibilities we incur as a result of acting for you.

We may refuse to act on your instructions if there is a fraudulent activity, they are unclear and incomplete, they are contrary to the law, regulation, code or other duty which applies to us or for any other legitimate reason.

### **2.2 Security & Liabilities**

So as to verify your or authorized person's identity and protect confidential information about your account(s) we must have signed instructions at all times and when you visit our branch we may ask for identification.

We will not be liable to you if:

- The instructions you give us are not correct; or
- We cannot carry out our responsibilities under these conditions as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work and industrial disputes.

We will not be liable to you in any circumstances for:

- Any type of special, consequential or indirect loss whatsoever; or
- Loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

If you break any of the conditions of this agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us.

### **2.3 Statements of your account**

We will provide statements indicating all amounts credited to or debited from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something, which appears to be unauthorised and wrong or not made in accordance with your instructions.

We will correct any entries we made by mistake to your account as soon as possible after you tell us about them or we notice them.

Some additional information or messages may be printed on or included to your statement therefore you are responsible for checking your statements and other account information that we provide you. We may also put messages on your statements to tell you about changes to this agreement.

Statements will be sent quarterly without charge. More frequent statements will be subject to charge.

## **III. Terms for Payment Services**

To process a payment on a working day we must receive your payment instruction before the appropriate currency cut-off time for that day. Cut off times vary for different currencies. If you are making a payment within a currency not listed below please contact us to find out if there is a cut-off time and what it is.

<b>Currency</b>	<b>Cut-Off time</b>
GBP and EURO	12:00
USD	14:00

### **3.1 Processing transactions**

Appropriate measures and actions may be taken by us to meet our legal obligations to prevent fraud, money laundering or any terrorist activity and the provision to services to people who may be subject to sanctions.

Therefore in some cases processing transactions may be delayed or stopped. In such case we will advise you where possible and also advise you of the reasons for the delay. Please take note that if we are not satisfied that any payment into or from your account is legitimate and lawful we can refuse to process it.

If we suspect any unlawful activity or transaction or any misuse then related information may be passed onto other banks, police or other authorities within the U.K or where appropriate abroad.

### **3.2 Payments into your account**

For anti money laundering purposes and counter terrorism legislation and for the prevention of financial crime we have to make certain checks on payments. At any time, we may ask you the source of funds credited to your account(s) with us. If we have a valid reason we may refuse to accept a payment into your account.

For any payment into your account, within the received payment instruction your account name must be indicated clearly otherwise we may refuse the payment. For payments into your account funds must be received as;

- (i) if the account is for a public/private company – incoming payments must be payable to the company or its trading name
- (ii) if the account is for a limited partnership– incoming payments must be payable to the limited partners or its trading name
- (iii) if the account is for a partnership– incoming payments must be payable to any or all of the partners or its trading name
- (iv) if the account is for a sole trader– incoming payments must be payable to you or your trading name
- (v) if account is for a trustee, an association, a club or a charity– incoming payments must be payable to its own name or its trading name

#### **3.2.1 Cash paid into your account**

When cash is paid into your account at our counter the funds will be available immediately.

#### **3.2.2 Automated Payments/cash payments into your account from other banks**

When the funds are paid into your account automatically through the UK banking system then the funds will be available to withdraw as soon as we receive them. When your account is credited we will start paying interest for the funds.

Where cash is paid in at another UK bank we usually receive the funds three working days after you paid it in. Once we receive the funds we will show the cash in your account and allow you to use it.

### **3.2.3 Cheques paid into your account**

**Sterling Cheque:** When you pay a Sterling cheque from another bank in the UK to your account with us we will show the cheque in your account on the same day we receive it. You will be able to withdraw the cheque amount seven bank working days later from the date we receive cheque to clear.

Clearing will take longer if cheques are sent to us by post, particularly if subject to postal delays. If in doubt please contact us to ensure that cheques have been received.

For an additional fee you may request to have a cheque “Specially Presented” to establish if it is paid or not - please see our Charges or contact us for the cost of this service.

In any event, customers are not permitted to draw against uncleared cheques without prior approval.

**Foreign Currency Cheque:** This is a cheque drawn in a foreign currency or drawn in Sterling but paid out of an account at a bank abroad. For foreign currency cheques which are not issued by or deposited with a UK Bank, different procedures and longer clearing period may apply.

When you pay a foreign cheque into your account we are not obliged to collect the cheque for you. If we decide to collect the cheque through its paying bank or the appropriate clearance system we will pay the amount of the cheque or the Sterling equivalent into your account on the day we receive any payment from the paying bank.

When we receive the proceeds from the paying bank there may be a charge whether the cheque is paid or not paid. Agent fee and/or fees of the bank on which the cheque is drawn may also be payable whether the cheque is paid or not. These fees will be deducted from your account when we receive notice of them so this may be after the foreign cheque has been dealt with.

While paying the Sterling equivalent into your account or calculating Sterling equivalent of fees, the exchange rate we use for converting the funds is our Bank rate determined on the day.

Since we do take all necessary precautions during collection of a foreign cheque we do not accept liability for any loss, damage or delay that is not directly due to our own negligence. If exchange restrictions or some other cause result in receiving payment in a different currency we will not be liable for any loss in exchanging into currency of your account.

**Cheques drawn on us:** These are cheques where we are the paying bank. If you pay into your account with such cheque your account will be credited and funds will be available immediately.

For all cheques; we may not accept out dated cheques for payment into your account. A cheque is out dated if it is more than six months old. Such cheques will be returned to you and you will be notified accordingly.

If you require further information on our cheque clearing cycle please contact us through the contact details mentioned in this document.

### **3.2.4 International Payments into your account**

**Payment in Euro or any other EEA( European Economic Area- EU members plus Iceland, Norway and Liechtenstein) currency:** When we receive funds in these currencies to be credited to your Sterling account with us, we will convert the payment amount into Sterling by using our Bank exchange rate then pay it into your account. The funds will be shown in your account and will be available for you immediately.

Please note that our Bank exchange rates are variable so may change in line with the foreign exchange markets.

We may take our charges for dealing with international payments before your account is credited. You will be informed of any charge and the full credited amount.

## **3.3 Payments out of your account**

You must provide us with the following details to enable us to make a payment;

- The correct details of the recipient’s bank
- The full and correct name/title and address of the recipient
- Sort code of the recipient’s bank , if it is within the UK or national bank code outside of the UK
- Recipient’s bank account number or International Bank Account Number (IBAN)
- Any reference you would like to refer within the payment, if applicable
- Your own account number with us, name and address- It is a legal requirement to pass this to the recipient’s bank.

Please take note that it is your responsibility to provide us with correct and full details for a payment. We will not be liable if your payment is delayed or sent to the wrong beneficiary because you have not given us correct details.

Your payment instruction may not be processed and declined if (i) you do not have sufficient available funds in your account (ii) the payment instruction is unclear (iii) there is a legal requirement, court order or other authority order for not processing any payment from your account (iv) we have a reason to believe that it will be illegal and fraudulent to process (v) we considered that your account has been misused.

If we decline your payment instruction you may contact us and we will inform you the reason unless it is against the law to disclose any information on the matter.

Regarding charges, if an additional condition is not included in your corporate account opening letter, prior to making any payment we will inform you the net charges for payments out of your account with us.

### **3.3.1 Payments out of your account - within the UK**

When you instruct us to make a payment from your account we will debit your account and it usually takes maximum three working days for the funds to reach the recipient's account. If we receive your instruction after cut off time of relevant currency, we will debit your account with us by the next working day.

If you would like to make a payment between accounts held with our branch the transaction will be immediate.

### **3.3.2 International Payments out of your account**

If your payment instruction is in Euro: for an account in EEA (European Economic Area- excluding the UK) then this payment will reach to beneficiary's bank no later than three working days. The subject bank is required by law to credit the beneficiary's account on the same day.

If your payment instruction is in other EEA currency: for an account in a country within the EEA then the funds will reach to beneficiary's bank no later than four working days. The subject bank is required by law to credit the beneficiary's account on the same day.

If your payment instruction is either in a different currency or to a bank account outside of the EEA: the process may take longer since processing time depends on the banking practices of the country outside of EEA and non-EEA country payments are not covered by the new Payment Services Regulations. Please ask us the details on this matter.

#### Currency Conversion

For any payment involving a currency conversion we will apply our Bank's exchange rate which changes in accordance with the foreign exchange market movements. Before we make the payment we will tell you the exchange rate used for the conversion together with commission and charges, if applicable. Besides, the applied exchange rate and charges will also be available on request if you contact us.

If we make a Sterling payment and the beneficiary's bank does the conversion we cannot inform you on the exchange rate since we do not have control over this bank's conversion rate.

There may be some correspondent bank charges when we make an international payment on your behalf therefore you must reimburse us on any costs or other obligations. For instance for such international payment instructions you may have to pay additional charges.

### **3.3.3 Collection of Direct Debits and Standing Orders from your account**

If you give another business or organisation authority to collect regular payments from your account with us we allow these direct payments to be collected from this account and paid out on the date specified in the instruction.

If you want to cancel a direct debit or a standing order you must tell this to the originating business or organisation in a timely manner.

### **3.3.4 Refund of payments (except cheques) and cancelling a payment**

Unless there is a mistake or missing information in your instruction details, we will refund in full - except cheques- if we did not make the payment correctly. However after a payment was made you have 13 months to inform us whether a payment is unauthorised or incorrect.

Once we put your payment instruction into process you can not cancel a payment since the funds may have already been credited to the beneficiary's account however we will try our best to recall the funds. There may be extra charges involved in this process and we can not guarantee a refund.

### **3.3.5 Cheque payments out of your account**

Please note that where cheques are presented through the clearing and where there are insufficient funds in either cleared or uncleared balances of your account, or where payment would result in an overdraft or limit being exceeded, we will make a charge to the account in those cases where we pay against such cheques instead of returning them unpaid. This charge is to cover the additional administration costs involved and will be in addition to any other charge and interest. The decision whether or not to pay the cheques will remain at our entire discretion.

We can only pay a cheque if it has been written properly and we do not have reasonable grounds to suspect fraudulent activity.

There is no exact timing for cheques to be paid out of your account since this depends on the person you gave your cheque applying to his bank. In general practice we receive cheques a few days after you wrote them. If it is a special collection cheque it is likely that we debit your account on the following working day.

It is your responsibility to ensure that you always have sufficient funds in your accounts to cover the written cheques.

Placing a stop on a cheque: If you want us to stop a cheque that you have written you should advise us in writing and we can only process if you advise us before we committed to pay out the cheque amount.

In your written instruction to stop a cheque you must include (i) cheque number and date (ii) your account number (iii) amount and (iv) name of the payee.

We are not liable to pay out any cheque when they are more than six months old but we may pay such cheque with your consent.

You cannot write a future date on a cheque and request us to pay it out in a future date. We will not be liable because we pay a cheque when we receive it.

You should only write cheques in the currency of your account with us otherwise we have to return the cheque and charges may occur.

It is your responsibility to prevent anyone else to alteration or forgery on your cheque so you must take all necessary precautions while writing a cheque to a beneficiary. Legally you may be liable if you have not taken these steps to prevent any fraudulent activity. Therefore if your cheques are lost or stolen you must inform us immediately.

## **IV. General Terms and Conditions for our Banking Services**

### **4.1 Conditions for our accounts**

#### **4.1.1 Current accounts**

You may open a current account with us in accordance with the conditions mentioned section 1.1 of this agreement. We hold the right to change eligibility criteria for opening a current account with us. In such case, we will inform our customers by putting a notice in our branch and if you already have a current account with us and no longer meet the criteria then we will give you 2 months personal notice on the matter.

You can make payments and withdraw funds from your current account anytime when you have sufficient cleared funds to do so.

#### **4.1.2 Fixed Term Deposit Accounts**

To open a Fixed Term Deposit Account with us in GBP, USD and EURO, you must have cleared funds as a Fixed Deposit. If you intend to open such an account against a cheque then you must wait until the cheque is cleared in your current account with us.

The minimum balance requirement for opening a Fixed Term Deposit Account with us is £25,000.00, €25,00.00 and \$ 40,000.00. Once your Fixed Deposit account is opened you shall receive the interest rate applicable.

The interest rate we offer for our Fixed Term Deposit Accounts are at the managed rate of our Bank and it shall be fixed for the term of your Fixed Deposit. Deposit Account interest rates are determined on daily basis. We will tell you the applicable interest rate when your Fixed Deposit Account is opened.

You will receive your total interest when we repay your deposit at maturity. Once your deposit is fixed for a term you cannot make additions to your initial deposit amount but you can open more than once Fixed Deposit Account with different maturities. Each fixed Deposit will receive our bank's managed interest rate at the time of opening.

You are not allowed to make early withdrawals of capital (either whole or partial) from your Fixed Term Deposit Account.

Before the maturity of your fixed term deposit account it is your responsibility to contact us two bank working days in advance otherwise your subject account will be renewed for the same term at the prevailing interest rate when it matures.

#### **4.1.3 Administrative Accounts**

The operation of administrative accounts is the same as with current accounts with some limitations. This kind of an account can only be used for pre-advised administrative purposes i.e. incoming and outgoing payments from the account is on prior agreements between us and our corporate and correspondent bank clients.

Administrative accounts are dedicated to defined administrative payment purposes so cannot be used for purposes other than previously agreed. If such a case occurs we hold the right to refuse any incoming or outgoing payments from the account.

All beneficiaries of this account must be acceptable to us and must meet our AML – Anti Money Laundering – requirements

For further assistance on this special account please contact our branch.

#### **4.1.5 Overdraft**

Overdraft is a case where we provide you a limited loan when you actually do not have sufficient funds in your account to clear some transactions.

Unless indicated otherwise in writing and with a specific additional agreement, we do not grant overdraft for accounts but for instance if a cheque presented to be cleared or a direct debit collection is received from another bank, only under our discretion, we may pay the subject amount. This overdraft facility is subject to a fee and a debit interest calculated daily.

We only provide the overdraft for a limited time and we will immediately inform you in writing, via telephone or email that you must repay the funds to your account with us. The overdraft facility granted on your account will end as soon as you put sufficient funds into your account.

We may not honour any cheque, standing order or direct debit collection on your account if it is unpaid on more than one occasion. In such case we will reject any payment since we reasonably think that the cleared balance of your account is unlikely to be sufficient in the future.

#### **4.1.6 Our “set-off” right between accounts**

Off setting means we can take money out of the account in your sole name or a joint account to reduce or repay any money you owe us. This may be due to a charge, fee or commission such as overdraft, loan etc and/or any loss or expense we suffer in connection with your account(s) with us. Off setting is made whether or not related accounts are in the same currency.

We can exercise our set off right for the money you owe us;

(i) If the account -where we hold the money in- is under your sole name this account may be off set against money owed us by yourself or you and your joint account holder(s).

(ii) If the account – where we hold the money in- is a joint account under your name and other joint account holder(s) name; in such case the funds can be taken from this account to offset the owed money of yourself, you and your joint account holder(s) or your joint account holder.

Unless we suspect that the funds in the accounts will be taken away without goodwill, we may inform you the off setting 7 days in advance to give you a last chance to repay. This is totally under our discretion so we can actualise off setting at any time without giving you a notice.

If we receive any court order or legal instructions to off set money in your account and pay out to a third party we will deduct any amount you owe us before paying out.

Unless prevented by insolvency law or any court order, we may off set money from your account against the money you or your joint account holder(s) owe to another company of T.C Ziraat Bankasi Group.

If required, off set amount conversion is done at our bank’s prevailing exchange rate.

### **4.2 Charges and Interest Rates**

We are be entitled to charge you fees for our banking services whenever you use any of the services we make available to your account(s) but we are legally obliged to inform our charges, commissions and interest rates.

We may vary the interest rates and charges for our services from time to time and the changes in force at any given time will be displayed in our Branches. You may also find out further information about our charges and interest rates by contacting us.

### **Interest Rates**

Interest rates on Sterling accounts will be calculated on the basis of 365 days in a year whereas for other currencies the interest will be calculated on the basis that there are 360 days in a year.

Unless instructed differently, we pay interest by crediting it to your account with us. Once it is credited to your account then the interest amount becomes a part of your account balance with us.

We are required to deduct tax on interest before we pay it to you unless you can demonstrate that you are exempt. So, unless we are allowed to pay you a gross interest (in accordance with HMRC- His Majesty's Revenue and Customs R85 form filled by you and your joint account holder) your paid interest amount will be net.

We may charge you a higher rate of interest for our services such as for an unauthorised overdraft or excess of limit.

If the prevailing market credit interest rate for any currency becomes negative then we reserve our right to recover our costs by applying a negative credit interest rate to your accounts with us.

### **4.3 Liabilities under this agreement**

We will not be liable to you if:

- The instructions you give us are not correct; or
- We cannot carry out our responsibilities under these conditions as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work and industrial disputes.

We will not be liable to you in any circumstances for:

- Any type of special, consequential or indirect loss whatsoever; or
- Loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

If you breach any of the conditions of this agreement, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any overdraft or reserve we have made available to you, or any fees for our services that you have not yet paid).

Nothing in this agreement limits our liability for acting fraudulently or otherwise excludes or limits our liability to the extent we are not able to exclude or limit it by law.

You will be liable for any cost incurred, loss, damage we suffer as a result of your fraudulent activity and also your breach of the terms of this agreement.

## **V. Variation to the terms of your agreement with us**

### **5.1 Changes to account terms**

Payment Services Regulation requires us to give you at least 2 months` notice of any changes to terms that relate to the payments available on your account with us. If you do not accept the changes you may choose to close or switch your account.

Changes on the interest rates and exchange rates are exempt from the 2 months` notice period if;

- (i) a rate is independent reference rate such as Bank of England Base Rate
- (ii) the change is to your advantage such as increase in the interest rate payable on funds in your account

We will not change a fixed rate applied to your Fixed Deposit Account for the agreed duration i.e. until maturity.

Details of our standard exchange rates of the day can be obtained from our branch or when you contact us via telephone. In line with the market conditions we have the right to change our Bank's managed exchange rate immediately. Subject rates will be available to you when you apply to our counter in the branch or call us.

### **5.2 Some changes with advance notice**

We are required to give you 12 weeks notice if we change our banking hours, location or similar issues as per our decision of our bank's management.



Under the circumstances that we granted you an overdraft facility we are obliged to give you 30 days in advance notice on our bank's managed rate, if it is not to your advantage.

We will also inform you 30 days in advance if we require additional conditions for an existing additional agreement - such as security for your overdraft

Regarding any notification which we are legally required to make we will tell you about it either by letter, email or statement messages. When we publish any change we will place notices on the board of our branch. We will also advise you if you require information via telephone.

### **5.3 Your acceptance of change**

When we give you an advance notice you have the option of not accepting it but you must inform us accordingly.

If you do not accept a change with a notice then you must advise us before the change takes effect. We will treat this as a notice from you to end this framework agreement between us so we will close your account with us immediately.

If you don't contact us on the matter and inform us your intention in writing we assume that changes are accepted by you.

Obviously, regardless of any notification on changes or conditions, you are free to close your account with us at any time.

## **VI. General Information & Rights**

### **6.1 Confidentiality & your personal information**

Personal information means the information which we collect on you via application forms, emails, letters, telephone and face to face conversations, interviews and information we may receive from our group companies.

Your personal information will enable us to manage the relationship between us, respond to your enquiries and complaints, update your records with us and comply with legal requirements such as anti- money laundering and anti terrorism law and regulations as well as prevention of crime and terrorism.

We will treat all personal information as private and confidential even when you are no longer a customer. We will not make your name and address or details about your account(s) known to anyone, other than in the following exceptional cases when we are allowed to do this by law;

- (i) If we have to give information by law
- (ii) If there is a duty to the public to make the information known
- (iii) If our interests mean we must give the information, for instance to prevent any fraud. However we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else.
- (iv) If you ask us in writing to make the information known or if we have your written consent to do so.

The Data Protection Act 1998 gives you the right to request your personal information from us at any time. We are obliged to provide you with this information and may charge a reasonable administration fee for the service. You must inform us of any discrepancies between our records and your records as soon as you become aware of it so that we take required steps to correct it.

Transferring information abroad: By opening an account and accepting a service from us you consent to possible transfer of your personal data outside of EEA. While transferring such data we will do our best to try to adhere to similar data protection standards to the UK.

In some cases we may transfer your personal information outside the EEA- European Economic Area- countries such as Turkey. Countries outside of EEA may have different standard of data protection laws but if we do transfer any information we will make sure that it is protected to the standards similar to those in the UK.

Your personal information will be passed to other organisations, such as Banks or SWIFT, while we process your payment instructions. Those organisations may be required to disclose your personal information to foreign authorities therefore in such cases it is not possible to provide a data protection equivalent to the UK standards.

### **6.2 Closing your account and stop service**

Within the first 14 calendar days of activating your account (making your first payment) you can close it (except fixed deposit accounts). Otherwise this agreement will be valid until it is cancelled by you or by us.

While using your account and our services at any time, you can terminate this agreement and close your account by a written notification. If you do so, you must refrain from using our banking services and facilities without our consent.

For joint accounts, any account holder may inform us the closure- if previously joint account was set on receiving instructions from any account holder.

Any benefit or services we provide in relation to particular account(s) will end as soon as your account is closed.

We may take action to terminate this agreement and close your account(s) with us under such circumstances if;

- (i) you are not eligible for an account
- (ii) you have given us any false information at any time
- (iii) you or someone else is using the account illegally or for criminal activity
- (iv) it is inappropriate for a person authorised to give instructions on your account to operate it
- (v) you threaten or display abusive behaviour towards our staff
- (vi) any of your behaviour reasonably means that it is inappropriate for us to maintain your account
- (vii) we break the law, regulation, code or other duty by maintaining your account
- (viii) we damage our reputation by keeping your account
- (ix) You have been in a serious or persistent breach of this agreement or any additional special conditions apply to this account.

Otherwise we may end this agreement or any account or service under it, by giving you 2 months` written notice. Such written notice deemed to have been given to the last known address in our records.

We may also close your account if the average balance throughout the year is less than GBP10.00 or activity of the account is not satisfactory.

When your account is closed, you are responsible for cancelling all payments in and out of your account such as direct debits or standing orders. After closing the account we will return any claim to the sender.

If this agreement or a service under it ends, it shall not affect any legal rights and obligations which may have already arisen.

### **6.3 Dormant Accounts**

If there is no activity in your account for the last 2 years and we have not heard from you within this period of time we will first inform you in writing that within 1 month your account will be dormant.

### **6.4 Transfer of rights and obligations**

You can not transfer any obligations or rights, benefits or interests under this agreement in favour of someone or a third party.

We may transfer all or any of our rights together with any of our obligations only to a person or entity which we consider capable of performing them.

### **6.5 Complaints**

We will try our best to keep our customers satisfied but if you feel like you are not happy with our services and want to make a complaint this complaint should be addressed in the first instance to the responsible manager concerned. If satisfaction is not obtained, a reference will be made to the Country Manager for decision.

We will send you our final response within eight weeks or explain why we are not in position to make a final response and tell you that you can refer your complaint to the Financial Ombudsman Service, if it applies. Your complaint will be considered only if you have first tried to resolve it with us so when you have a complaint please initially contact us.

### **Financial Ombudsman Service**

South Quay Plaza,  
183 Marsh Wall  
London  
E14 9SR

### **6.6 Applicable Law**

This agreement is governed by and will be construed in accordance with English Law.

T.C Ziraat Bankasi London Branch is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority - Registration no: FC13215.

We are a member of the Deposit Protection Scheme established under the Banking Act 1987 (as amended in 2008). Payments under the scheme are depositor`s total deposits subject to a maximum payment to any one depositor £85,000. Most deposits denominated in Sterling and other EEA currencies and Euro within the UK are covered.

### **Financial Services Compensation Scheme**

7<sup>th</sup> Floor Lloyds Chambers  
Portsoken Street

London  
E1 8BN

### **6.7 Regulators**

We are authorised and regulated by the Financial Conduct Authority (FCA) for our service and products except lending.

Register address of T.C Ziraat Bankasi is as following;

**Registered office- Head office- address**  
T.C ZIRAAT BANKASI A.S  
GENEL MUDURLUK  
Finanskent Mahallesi  
Finans Caddesi 44/A Ümraniye / İstanbul  
TURKEY

**UK Branch Address**  
45-47 Cornhill  
EC3V 3PF  
LONDON

### **6.8 Contact Details**

We will communicate with you in English. When you telephone us or visit our branch we may be able to find someone who speaks Turkish.

We will retain a copy of this agreement.

Regarding any enquiries you may contact us:

**T.C Ziraat Bankasi A.S.**  
London Branch  
45-47 Cornhill  
London EC3V 3PF  
Tel: 00 44 20 7600 49 85  
Email: info@ziraatbank.co.uk

If you visit our branch you can find more about our current interest rate or standard exchange rates, international payments and foreign currency transactions. They will be published in our banking hall board.

For all contacts please tell us about a change in name, address when you visit our branch or tell us with a letter.

## **Charges and Interest Rates**

### **Charges**

▪ Statements demanded other than regular quarterly statements (each)			£10	
▪ Annual charge			£2,000	
▪ Payment in this country and abroad				
	£1	-	£1.000	£25
	£1.001	-	£5000	£30
	£5.001	-	£10.000	£40
	£10.001	-	£20.000	£50
	£20.001	-	above	subject to negotiation

### **Interest Rates**

- No interest is paid to current accounts
- Fixed Deposit Account Interest Rates are determined on daily basis.