



## OVERDRAFT DEPOSIT ACCOUNT (KMH) AGREEMENT

This Agreement is signed with the Customer, whose name-surname/title is given at the end, and Türk Ekonomi Bankası A.Ş. (“TEB” and/or “Bank”) with Trade Registry No: 189356, Mersis No: 0876004342000105, having its address at İnkılap Mah. Sokullu Cad. No:7A Ümraniye/ İSTANBUL, web address of [www.teb.com.tr](http://www.teb.com.tr), phone numbers are **Head Office** 0216 635 35 35 and **Call Center**: 0850 200 0 666 with the following conditions.

KMH Limit	It is the credit limit that can be used as linked to your current account if the KMH request is approved by the Bank.
Term	The maturity is not determined (indefinite), the term might be agreed as per the mutual agreement of the parties.
Overdraft Deposit Account Contractual Interest Rate (%) *	It is the monthly interest rate applied to the loan (%..)
Overdraft Deposit Account Contractual Interest Rate (Annual) (%) *	It is the annual interest rate applied to the loan and is calculated by multiplying the monthly interest by 12 (%..).
Default Interest Rate (Monthly)**	It is the interest rate applied in case of default on the loan (%..) The rates valid on the due date will be taken into account in determining the delay/default interest rate.
Statement Postal Shipping Cost (***)	(***) With the digital statement, you can access your statements via CEPTETEB Internet Branch / CEPTETEB Mobile Application and download your statements as pdf to your device. If you want to receive your statement in print, the postal shipping cost will be reflected on your end-of-month account statement. You can find up-to-date fee information on <a href="http://teb.com.tr/productsandservicefees">teb.com.tr/productsandservicefees</a> page.
Account Number to which the Loan is Linked to	If deemed appropriate by your bank, the account numbered ..... or a demand deposit account to be opened in case there is no demand deposit account before the bank.

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\* The Bank is authorized to change the announced interest and commission rates and/or interest accrual periods, by notifying the Customer 30 (thirty) days before the change takes effect. \*\* Overdue/default interest rate to be determined by the Bank shall be applied to all due debts of the Customer arising from KMH provided that it is not higher than the maximum default interest rates determined by the CBRT on the date of maturity.

1. KMH is a product for financing short-term and urgent cash needs. If the Bank deems appropriate the request of the Customer who signed the Agreement in this Agreement and the Application Form, it might open an Overdraft Deposit Account (“KMH”) for the Customer.

2. Provided that this loan is within the limit specified in the Application Form, in every way permitted by the legislation, the Bank may make available the loan such as to open one or more current accounts, to decrease the limits of the current account by considering the credit allocation conditions such as the Bank’s credit facility policies, the credit performance of the Customer and financial structure, re-execute the current accounts with zero balance, transferring between accounts belonging to the Customer, closing existing current accounts and opening new current accounts in any amount it wishes. The KMH limit amount to be allocated to the Customer will be notified by the branch in case the Customer makes an application from the branch, or by sending an SMS to the Customer's registered mobile phone as soon as possible after the evaluation to be made by the Bank in case the Customer makes an application through ADK (Alternative Distribution Channels).

3. The Bank is authorized to increase the credit limit by giving prior notice to the Customer and receiving the Customer's request. If the Customer periodically makes a request to increase the limit by certain percentages, the Bank will increase the limit based on this request and might notify the Customer, via SMS, of the new limit and the effective date.

4. The Bank is authorized to change the announced interest and commission rates and/or interest accrual periods by notifying the Customer 30 (thirty) days before the change takes effect. The Bank will be able to notify this change in written and/or permanent data storage and/or via SMS, telephone, FDR to the Customer's registered mobile phone/phone number. The Customer may stop using the loan by paying off the entire debt according to the regulation before the notice, within 10 (ten) days following the Due Date of Payment, following the notification of the interest increase and/or the change in the interest accrual period. In this case, the Client will not be affected by changes in interest, commission and expenses. However, if the Customer has not paid off all its debt within the specified period or if it continues to use credit even if it is closed, it is deemed to have accepted the new interest rate and/or new interest accrual period.

5. The use of the loan will be made through ATMs, Branches or Alternative Distribution Channels to be determined by the Bank. Since the account opened by the Bank to the Customer under the name of "Overdraft Deposit Account" is linked to the Customer's Current Deposit Account, the Bank is authorized to deduct the Customer's debt arising from KMH from the money deposited into his/her account or the incoming money order, immediately or at the end of the day.

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6. The Customer has the right to withdraw from the Agreement within fourteen days without giving any reason and without paying any penalty. The period of the right of withdrawal begins on the date of the conclusion of the Agreement. However, if a copy of the Agreement is given to the Customer in writing or with a permanent data storage, later than the date of conclusion of the Agreement, this period starts from the date the Customer receives a copy of the Agreement. In case the Customer uses the KMH limit, the amount corresponding to the portion which is entirely used of the limit and the contractual interest amount for the days until the return of this amount must be paid by the Customer to the Bank within 30 (thirty) days at the latest. Otherwise, the Customer will be deemed not to have withdrawn from using KMH. In case the right of withdrawal is exercised, the Bank does not demand any payment from the Customer, other than the payments made to a public institution or organizations or to any person/persons other than the Customer (for example, RUSF and BITT) and the calculated contractual interest due to the use of the principal amount and the KMH limit. The Customer shall notify the withdrawal request by submitting the request to close the KMH account and shall use the right of withdrawal by paying the amount corresponding to the entire used portion of the KMH limit and the contractual interest amount for the days until the return of this amount, and by closing the KMH account.

7. The Bank may make this loan available to the Customer, partially or completely, against any collateral it deems appropriate (ordinary suretyship, movable pledge/mortgage, assignment of receivables). The Customer agrees to provide sufficient collaterals and make insurances upon the Bank's request, and to provide additional or new collateral requested by the Bank in case of a decrease in the value of the collateral.

Personal guarantees received as collateral for the overdraft account to be obtained by the Customer from the Bank within the scope of this agreement shall be deemed to be ordinary surety irrespective of its name. Personal guarantees given by the counterparty regarding the receivables of the Customer shall be deemed to be joint and several surety unless otherwise provided in other laws. The Customer accepts, declares and undertakes these matters.

8. The Client agrees that in cases where the current account balance is not available, the transfer orders given would be executed by debiting the KMH in accordance with the provisions of the Agreement regarding transfer transactions.

9. The Client should pay on the payment date indicated in the statement, 10% of the amount used from the KMH limit and the total interest accrued due to the use of KMH.

10. Loan interest will be accrued and collected monthly. The interest accrual day is the first business day of each month. If the interest accrual and collection day coincides with a day or holiday not included in that month, the transactions will be carried out on the next business day. The Bank has the right to set off the amounts credited to the Customer's account from the principal, interest and expense receivables, in accordance with the provisions of the Code of Obligations.

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11. If the last payment day of the overdraft deposit account debt coincides with a day that is considered a holiday in the legislation, the last payment day is automatically accepted as the first day following this date and not being a holiday.

12. In the event that the credit limit is exceeded for any reason, the Customer accepts that it shall be liable for the exceeded part of the credit limit within the framework of the provisions of the Agreement, furthermore, for the exceeded part, it will pay the interest rate to be calculated on the basis of the maximum contractual interest rate determined in Art. 3 paragraph 1 of the Communiqué on the Maximum Interest Rates to be Applied on Credit Card Transactions published in the Official Gazette dated 2/4/2006 and numbered 26127 (No: 2006/1), as of the date of exceeding the limit.

13. On the day of interest payment, if the interest is covered from the account due to exceeding the limit of the KMH and in this regard, BITT and KKDF are not paid by the Customer, the Customer loses its ability to pay, legal proceedings are initiated against the customer by third parties, the Customer's death, bankruptcy or interdicted, the Bank is authorized to make the entire debt due and to demand its payment immediately. 14. If the KMH limit allocated by the Bank is exceeded, 2 (two) consecutive interest amounts are covered from the KMH limit, the Customer would not pay its debt relating to KMH, the Customer fails to fulfil any of the obligations in time as per the Agreement, the receivables of the Bank will become due without the need for any notice.

15. In the event that the debt(s) owed to the Bank become due and the Customer falls in default, the Customer agrees to pay the default interest to be determined by the Bank and the related BITT and RUSF, and all expenses to be incurred by the Bank, provided that such interest rate is not more than the maximum default interest rates determined by the CBRT regarding the Maximum Interest Rates to be Applied in Credit Card Transactions.

16. The Customer may terminate the Agreement by paying the interest to accrue to the KMH debt, together with other accessories, by notifying the Bank in writing or with a permanent data storage thirty (30) days in advance.

The Bank may terminate the Agreement by notifying the Customer in writing or with a permanent data storage at least 2 (two) months in advance. The Bank has the right to immediately terminate the Agreement at any time during the contract period if there are justifiable reasons. In this case, the Bank informs the Customer in writing or with a permanent data storage.

17. The Customer acknowledges that he/she has been informed that he/she should not use KMH, which is a type of credit facility for the financing of temporary liquidity problems regularly with a permanent balance, in a way that is inconsistent with its nature.

18. In disputes arising from this Agreement, the Customer can make his applications regarding the dispute to the Arbitration Committee of the Banks Association of Turkey, the Consumer Arbitration Committee or the Consumer Court.

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19. The Customer may obtain a copy of the Agreement free of charge from the Bank within the first year after the date its issuance.

20. The parties have the right to terminate the Agreement with a written notice to the other party seven days in advance. In this case, depending on the Agreement, the Customer is obliged to pay all receivables of the Bank, together with its accessories.

21. This Agreement consists of twenty-one (21) articles and four (4) pages and its provisions have been accepted and approved on ..... and entered into force. This Agreement is an annex and an integral part of the Retail Customer Agreement signed between the Bank and the Customer. In matters not regulated in this Agreement, the provisions of the Retail Customer Agreement shall apply.

"It has been arranged as a handwritten area where the Customer can write "I have received a copy of the Agreement and its annexes."

**NAME/SURNAME/TITLE OF THE CUSTOMER:**

**DATE :** \_\_\_/\_\_\_/\_\_\_

**SEAL/SIGNATURE:**



**Türk Ekonomi Bankası A.Ş.**

İnkılap Mah. Sokullu Cad. No:7A Ümraniye/ İSTANBUL

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