

## PRE-CONTRACTUAL INFORMATIVE NOTE FOR MORTGAGE LOAN

This “Pre-contractual Informative Note” is drafted pursuant to the Law no. 6502 on the Protection of the Consumer and the Regulation on Housing Finance Agreements and stipulates the terms and conditions of the credit facility offered to the Credit Customer.

a) Product Information:

Credit Facility Type	
Credit Term (Maturity)	
Requested Credit Facility Amount	

Amount of Interest, Fees, Charges and Commissions to be collected (Table indicating all cost generating items related with the credit facility agreement such as management costs, legal costs and intermediaries' costs): Also indicated in detail in the Housing Finance Agreement Preference Form.

EXPENSE/INTEREST NAME	INSURED INTEREST RATE	INSURED EXPENSE AMOUNT (TRY)	NON- INSURED INTEREST RATE	NON-INSURED EXPENSE AMOUNT (TRY)
Monthly Contractual Interest Rate (%)				
Annual Contractual Interest Rate (%)				
Credit Allocation Fee				
Expertise Fee**				
Mortgage Establishment Fee**				
Insurance charges*				
Default and Delay Interest Rate (Monthly) (%)				
Effective Annual Interest Rate / Annual Cost Rate (%)				
Total Cost of the Credit				



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**TEB**

Total Credit Amount				
Monthly Repayment Amount (Instalment) **				

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Related Account: In case an account related with the house financing agreement is opened, and only transactions related with the credit facility have been conducted, no fee or expense including account operating fee shall be collected from the Credit Customer; and the accounts shall be closed when the credit facility is totally repaid unless the Credit Customer demands otherwise in writing.

Notices: If the creditworthiness assessment is negative, the Bank will immediately inform the Credit Customer free of charge.

**e) Insurance:**

No insurance agreement may be concluded without the express demand of the Credit Customer given in writing or through a permanent data storage. If the Credit Customer is willing to conclude an insurance agreement, the Credit Customer may execute that agreement either with the insurance company which the Bank is an agent of or another insurance company the Credit Customer will choose; and such insurance coverage shall be accepted by the Bank. However, the said insurance coverage must be aligned with the subject of the credit facility and its maturity. Your preference would be transmitted to the Bank via Housing Financing Agreement Preference Form upon your evaluation of the insured/non-insured proposal. The above-mentioned insurance premium is calculated averagely based on the credit amount, age, remaining credit balance, remaining maturity date and monthly credit interest rate. If you do agree to be insured, you might learn the net premium amount to be calculated based on the current insurance actuary criteria from the internet banking or our branches.

**f) Securities to be requested from the Credit Customer: Surety, pledge on movable and/or immovable assets**

As the security of the instalments indicated in the Payment Schedule which consist of principal and the interests; and any and all types of fund, costs and expenses; and all debts, undertakings and liabilities towards the Bank, the Credit Customer shall establish a 1<sup>st</sup> rank mortgage or at a rank to be accepted by the Bank on the house in favour of the Bank which will not be restricted with any exceptional or optional encumbrance, vested with the right to benefit from the free rank and valid until the release of the mortgage is requested by the Bank.

The Credit Customer accepts and undertakes that in case he/she is notified of the fact that the real property on which mortgage is established do not cover anymore the debt as per the agreement, he/she will provide to the Bank additional security such as movable, immovable etc. for the uncovered part within 10 days following the receipt of such notice.

The Bank is entitled to assess, audit the conditions or evaluate the value of the mortgaged real property each year or at any time at its discretion; and the Bank may request, if deemed necessary by the Bank, new securities in terms of value and quality will be considered appropriate by the Bank, based on the value to be assessed by the Bank. Value assessment of the real property shall be conducted by real property assessment experts having real property assessment expert license and who will be chosen by the Bank.

Personal securities granted to the Bank under this Agreement as the security of the mortgage loan extended by the Bank will be qualified as surety whatever is the title or denomination of the security.

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The personal securities to be granted by the counterparty as the security of the Credit Customer's receivables shall be deemed as joint surety unless it is otherwise stipulated in the laws. The Credit Customer and the Sureties acknowledge, accept and undertake the items stipulated in this clause.

Bank and Insurance Transactions Tax (BITT) rate:

0% for credit facilities extended for house acquiring purposes,

For consumer loans secured by the real properties owned by the Credit Customer, BITT exception rate is 15%.

Resource Utilization Support Fund (RUSF) rate:

0% for credit facilities extended for house acquiring purposes

15% for consumer loans secured by the real properties owned by the Credit Customer.

Insurance Information subject to the Pre-Contractual Informative Note:

Type	Start date	End date

**g) Default interest rate in case of default in payments:**

The default interest rate indicated in the Payment Schedule given in Annex-3 shall be applied to the unpaid instalments from the maturity until the actual payment date. The default interest rate is calculated for the fixed rate loans as 30% more of the monthly contractual interest rate at most.

No compound interest is applied for the credit facility including the event of default.

**ğ) Consequences of non-payment of the Credit Customer within the period given in the default notice:**

The instalments given in the Payment Schedule become due and payable on the date of payment without the necessity of any further notice. If the payment date is not a working day the payment must be made the first working date following the payment date.

The default interest rate defined above shall be applied to the instalments unpaid on the due date until the actual payment date.

In case minimum two consecutive instalments are not paid on due date, the Bank shall send an acceleration notice to the Credit Customer and give a period of 30 (thirty) days for payment. If the debt is not paid within this period, the Bank is not only authorized to ask the payment of the payable amount together with the interest, commissions and charges but also to accelerate the total amount of the credit facility. If the credit is accelerated, the Bank shall start the legal process for the Credit Customer and the evacuation of the real property shall be requested pursuant to the relevant provisions of Law no. 2004 on Execution and Enforcement as amended by the law no. 5582.

The Bank is entitled to accelerate the total credit facility back in case it is understood that any of the information provided in the House Financing Credit Facility Agreement Application Form is not true; the Credit Customer becomes totally or partially insolvent; an action with preliminary injunction demand has been started by third parties or a preliminary injunction decision has been granted for the Credit Customer; the Credit Customer becomes unable to provide additional security upon the

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Bank's demand, or to pay the insurance premiums paid by the Bank; the credit facility is unpaid due to the death of the Credit Customer; the Credit Customer is bankrupt, or request grace period for arrangement creditors; the Credit Customer is put under restraint or an administrator is appointed.

The Credit Customer declares and agrees that he/she read and understood the information given in this informative note; and received one original of this informative note consisting of 6(six) pages and executed in 2 (two) originals together with the Annex- 1 Housing Financing Agreement Preference Form, Annex-2 Sample Payment Schedule and Annex-3 Payment Schedule.

ANNEX-1: Housing Financing Agreement Preference Form

ANNEX-2: Sample Payment Schedule

ANNEX-3: Payment Schedule

**CUSTOMER NAME- SURNAME / TITLE:**

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

**STAMP/ SIGNATURE**

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**Türk Ekonomi Bankası A.Ş.**

TEB Kampüs C ve D Blok Saray Mah. Sokullu Cad. No: 7A-7B Ümraniye/İSTANBUL

Ticaret Sicil No: 189356 Mersis No: 0876004342000105 www.teb.com.tr

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