

## SAFE-DEPOSIT BOX RENTAL AGREEMENT

**Article 1 - Parties to Rent Agreement:** This Safe-deposit Box Rent Agreement has been executed by and between on one side TÜRK EKONOMİ BANKASI A.Ş., registered at İstanbul Trade Registry with Registration No: 189356 (hereafter to be shortly referred to as the "Bank") and on the other side the Lessee/Lessees identified with name, address and signature in the last page hereof (hereafter to be shortly referred to as the "Lessee") under the following terms and conditions.

**Article 2 – Safe-deposit Box Rented:** The Bank hereby rents to the Lessee the steel safe-deposit box located in .....with number ..... at its safe-deposit boxes strong room under the following terms and conditions.

**Article 3 – Period of Rent:** Period of rent is 1 (one) year and rent starting date is [.../.../....], without prejudice to the provisions of Article 12 hereof.

**Article 4 – Amount of Rental:** Amount of rental per year is TL ..... The bank and insurance transactions tax and other taxes, duties, funds and costs relating to and levied on the rental shall be paid separately by the Lessee. This rental is valid for the period of rent mentioned in Article 3 above, and it is hereby accepted by both Parties that at the end of this one year period of rent, the Bank may increase the rental in its sole discretion and as it deems fit in the light of the changes in economic conditions, by giving prior notice.

**Article 5 – Contents of Safe-deposit Box:** The safe-deposit box may only be used only for safekeeping and storage of documents, jewelry, shares, stocks and bonds, title deeds, negotiable instruments and other securities. Explosive, flooding, odorous, decomposable, deteriorating or similar other materials that may be harmful for the environment, and legally prohibited materials and items that constitute crime are not allowed to be stored or kept in the safe-deposit box. The Lessee hereby agrees and accepts to be personally liable for the contents of safe-deposit box.

**Article 6 – Right of the Bank to Inspect For the Sake of Security:** The Bank may at any time and if it deems necessary in its sole discretion check and inspect the contents of the safe-deposit box as per Article 5 hereinabove in presence of the Lessee or its representative for the sake of security reasons and for justifiable reasons.

**Article 7 – Disclaimer of Liability by the Bank:** The Bank hereby disclaims any liability in respect of contents of the safe-deposit box rented hereunder, except for its own faults. The Bank may in no event be held liable for any damages and losses that may be caused by any kind of accidents, fire, theft and similar other events, force majeure events and unforeseen events, etc., except for its own faults.

**Article 8 – Rental Payment Time:** The amount of rental for one year shall be paid by the Lessee in advance. It is hereby acknowledged and accepted by the Parties hereto that if and when the Lessee holds accounts or any deposit account in the Bank, the Bank will be authorized to debit to and set off from such account(s) of the Lessee including overdraft account and credit card both upon request

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of the Lessee, the rentals accrued hereunder and all of its other rights and claims arising out of this Agreement, without any further notice to or any prior consent of the Lessee.

**Article 9 – Safe-deposit Box Keys:** As of the date of signature of this Rental Agreement and upon signature, the Lessee has received from the Bank two identical keys which are required to be returned to the Bank upon expiration or termination of this Rent Agreement. In case of loss of any one or both of these keys the Lessee shall immediately notify the Bank in writing. The Bank shall only be liable for any results arising from such loss of the keys, within the frame of its faulty behavior (if any). In the case of loss of both keys of the Lessee, the Bank will open the safe-deposit box by making the lock break in presence of the Lessee. In the case of loss of only one of the keys, the lock will be modified and changed. All breakage and modification costs shall be in the account of the Lessee. Such debt becomes due and payable as of the time of incurrence of the breakage and modification costs.

The Lessee shall remove its key from the lock when he opens the safe-deposit box. The Lessee itself shall be liable for the possible results of forgetting the key on the lock of the safe-deposit box. As it is definitely prohibited to copy the safe-deposit box keys, the Lessee may only use the original keys it has received from the Bank.

**Article 10 – Representative of Lessee:** The Lessee may grant a power of attorney to a third person for use of the safe-deposit box on its behalf. The Lessee may not appoint more than one person as its representative. This power of attorney shall be issued via a notary public, and shall bear a photograph of the appointed representative. The Lessee itself shall be liable for use of the safe-deposit box on its behalf by the representative of the Lessee unless and until a dismissal of the representative is duly notified to the Bank in writing or via a notary public by the Lessee.

**Article 11 – Documentation of Use of Safe-deposit Box:** The Lessee or his representative, at each time of entrance to the strong room, shall be obliged to sign a book or cardboard or schedule used by the Bank for this purpose, by also writing the date and time of entrance. Photographs of the Lessee, and if any, its representative shall also be affixed on the aforementioned book, cardboard or schedule, and the Lessee shall sign on these photographs. In addition, photocopies of identity documents of the Lessee and its representative shall be received, and attached to the relevant documents.

**Article 12 – Termination of the Rental Agreement:** The Bank shall at all times have the right to terminate this Rental Agreement in its sole discretion and convenience on reasonable grounds by refunding to the Lessee the portion of the prepaid rentals corresponding to the remaining period of rent after deducting therefrom the outstanding debts of the Lessee.

In this case, if the Lessee fails to return the keys to the Bank within maximum 15 (fifteen) days following the date of termination, the Bank shall apply the provisions of 2<sup>nd</sup> paragraph of article 14 hereof.

The Lessee is not entitled to sublet, sublease or transfer the safe-deposit box to third persons or to let third persons use the safe-deposit box. Any breach of this clause shall constitute a reason for termination of this Agreement.

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Furthermore, if and when the branch where the safe-deposit box is located is closed or transferred inside the branch or to another branch or moved to another address, the Bank shall send a written notice thereof to the address of the Lessee given in this Agreement. In that notice, the Bank shall determine a date, and request the Lessee to apply to the branch personally by that date and to declare whether it wishes to continue with its Agreement or not. If, upon this request, the Lessee comes to the branch and declares that it does not wish to continue with its Agreement, then this Agreement shall be mutually terminated, and the safe-deposit box shall be emptied by the Lessee.

If the Lessee declares that it wishes to use this service also at the new address to which the branch is moved or transferred, or the safe-deposit box is transferred inside the branch, the Bank shall request the Lessee to empty his existing safe-deposit box, and shall allocate a new safe-deposit box to the Lessee at the new address, and no fee shall be charged therefor until the end of the term of this Agreement.

If the Lessee does not apply or access to the Bank within the period of time designated by the Bank, its safe-deposit box shall be moved in presence of a notary public to the new address where the branch will be moved or transferred or to a Branch or location as deemed fit by the Bank, or to a suitable safe-deposit box inside the branch.

Also if and when the branch where the safe-deposit box is located is closed or transferred to another branch or moved to another address or inside the branch as specified in the procedures cited above, this Agreement shall remain valid and in force until the Lessee applies to the Bank and terminates this Agreement.

**Article 13 – Deemed Renewal of the Rental Agreement:** This Rental Agreement shall be deemed to have been automatically renewed for 1 (one) year at the end of the period of rent with the new rentals to be determined by the Bank, unless the Bank or the Lessee sends a written notice of termination of the Rental Agreement by no later than the end of the period of rent, and unless the Lessee returns and redelivers both keys of the safe-deposit box. The same process shall also be repeated in the subsequent years.

It is hereby agreed by both Parties that the amount of rental for each new period of rent shall be determined by the Bank according to the changes in economic conditions. As in order to be able to use the safe-deposit box, the Lessee must have paid the amount of rental in advance, if and to the extent the Lessee fails to pay the rentals in cash despite a 15 (fifteen) days’ prior notice has been sent by the Bank starting from the date of renewal, the Bank may recover and collect the rentals from the accounts of the Lessee or may terminate this Agreement and request redelivery of keys of the safe-deposit box. In the latter case, the Bank shall also be entitled to charge on the Lessee the rental accrued for the period until the date of termination of this Agreement.

**Article 14 – Non-return of Safe-deposit Box Keys Despite the Non-Renewed Rental Agreement:** If, though the Bank and/or the Lessee expresses its intention of non-renewal of this Rental Agreement, the Lessee fails to return and redeliver the safe-deposit box keys within 15 (fifteen) days, the Lessee hereby agrees and undertakes to be obliged to pay a rental which shall be determined by the Bank for the period until the date of physical return and redelivery of the keys.

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It is hereby agreed by the Parties that if the Lessee fails to return and redeliver the keys within 7 (seven) days following the date of expiration or termination of this Rental Agreement and also fails to pay the amount of rental charged for that period, the Bank shall be authorized to open the safe-deposit box in presence of a notary public and to seize and keep the contents thereof or to sell its contents in any manner deemed fit by the Bank. Any and all kinds of costs thereof will be in the account of the Lessee. The Bank shall further be authorized to collect and recover these costs from the safe-deposit box contents or to deduct them from the sale price. For the safe-deposit box contents removed from the safe-deposit box and kept in custody of the Bank, the Lessee shall further be obliged to pay a separate safekeeping fee over the then-current tariff rates of the Bank, accordingly for the safekeeping period.

**Article 15 – Security Deposit:** As a security for timely recovery and collection by the Bank of all costs of loss of keys and change of locks, and of all rentals and other debts arising out of this Agreement, the Lessee shall deposit in the Bank a security deposit of TRY ..... (only TRY.....).

The Bank shall be authorized to collect in its discretion and initiative all kinds of outstanding debts of the Lessee from this security deposit. It is hereby agreed by the Parties that the Bank shall at all times be entitled to increase this security deposit amount in its sole discretion by sending a notice relating thereto. If and when the Bank increases this security deposit amount or the security deposit falls down due to costs, the Lessee is under obligation to gross up the security deposit. In this case, until the security deposit is grossed up by the Lessee, the Bank will have the right not to let the Lessee use the safe-deposit box. If the Lessee does not accept this and does not gross up the security deposit within 15 (fifteen) days, the Bank shall be entitled to terminate this Agreement in accordance with the principles set down in article 12 hereof.

It is also agreed by the Parties hereto that the Bank may at all times change the terms and conditions of this Agreement by announcing through its website, or hanging a notice at the branches or sending a written notice to the Lessee and granting the Lessee the right to terminate. The Bank may in its sole discretion enter into a new rental agreement containing the amended terms and conditions with the Lessee. In case of absence of a new agreement, the Lessee will be fully obliged to comply with all new conditions stated on the advertisements posted by the Bank as the safe-deposit boxes strong room as above, as long as this Rental Agreement is in force.

**Article 16 – Joint Rental of Safe-deposit Box:** If the safe-deposit box is rented to several persons, the Lessees will be deemed to have accepted that each of the Lessees may individually open the safe-deposit box either on its own behalf or on behalf of another Lessee by procuration, and thereupon, the Lessees shall not have a right of claim against the Bank. If the safe-deposit box is intended to be rented by more than one person, all Lessees’ shall sign this Agreement at the same time. In the case of presence of more than one Lessee, all Lessee’s shall be deemed to have accepted that the safe-deposit box may be used individually by only one Lessee, and that they shall have no right of claim against the Bank in relation therewith.

If any one of the joint-lessees wants to cease the joint use of safe-deposit box, it shall be duly notified to the Bank by a written statement signed by all Lessees, whereupon the Bank may in its sole

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discretion terminate this Agreement and sign a new agreement with other Lessee(s) or may continue to let other Lessee(s) use the safe-deposit box under this Agreement. If a Lessee wishes to cease the use of safe-deposit box by sending a written notice signed only by itself, then the Bank shall be entitled to terminate this Agreement, and in this case, the Lessee's hereby accept and acknowledge that the Bank shall not be liable for any resulting losses and damages.

**Article 17 – Breach of Agreement by the Lessee:** In the event that the Lessee fails to comply with any conditions of this Agreement or any terms and conditions stated at its website, or at the notices hung at the branches or in written notices relating thereto as referred to in Article 15 hereof, the Bank may immediately terminate this Agreement by using its right of termination arising out of Article 12 above. The Lessee hereby agrees and undertakes to indemnify and hold the Bank harmless from all kinds of its resulting damages and losses immediately upon first demand of the Bank, or otherwise, such indemnity may be set off and/or deducted by the Bank from its accounts held in the Bank.

**Article 18 – Notices to the Lessee:** It is hereby agreed by the Parties hereto that the domicile and notice addresses of the Parties are the addresses given in the "legal domicile address" section below. The Parties hereby acknowledge that all kinds of notices to be delivered to their addresses given therein shall be deemed to have been validly served.

Should the Lessee fail to inform the Bank in writing within no later than 7 (seven) days about any change in his said domicile and notice address, his address given in the "legal domicile address" section at the end of the text of this Agreement shall be continued to be considered as the notice address of the Lessee, and the Lessee hereby agrees and undertakes that all kinds of notices and correspondences to be delivered to the said address shall, even if not actually received, be deemed to have been duly served hereunder.

**Article 19 – Death of the Lessee:** Upon delivery by the heirs to the Bank of a certificate of inheritance evidencing the death of the Lessee, or upon receipt of an official writ from the competent court or the Inheritance Tax Department, the safe-deposit box shall be sealed by the Bank with effect from the date of learning of the death.

In the case of death of the Lessee, the safe-deposit box may be opened and its contents may be removed only upon joint demand and application of its heirs named in the certificate of inheritance or of their joint representative and only with prior consent of and in presence of authorized persons from the competent court or the tax department.

Rental amounts to be accrued until the date of receipt of safe-deposit box contents by the heirs of the Lessee are required to be paid by the heirs.

In the event that a safe-deposit box has been jointly leased by more than one customer, in the case of death of one of the Lessees, if and when one of the heirs informs the Bank about the death of one of the Lessees by submitting a certificate of inheritance to the Bank, or the Bank otherwise becomes officially aware of such death by official notifications of a competent court or the inheritance tax department, the safe-deposit box shall be sealed as of that date and may not be allowed to be opened by anyone other than the legally authorized persons. Thereupon, the safe-deposit box shall be

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opened in presence of heirs of the deceased Lessee, and surviving Lessee(s) and an authorized tax officer.

The Lessee(s) hereby acknowledge(s) that the Bank may not be held liable for any results of malicious, negligent, faulty, untrue or wrong notices of death. The Bank is not a party to the disputes that may arise between the deceased Lessee’s heirs and other Lessees or among the heirs.

If the Lessee is a legal entity, and its representative authorized to use the safe-deposit box dies, the company is required to authorize a new representative and the documents required by the Bank should be completed. The Bank shall be entitled not to let the Lessee use the safe-deposit box until the requested documents are submitted.

If the Lessee is a partnership company, upon death of one of its partners, the safe-deposit box shall be opened upon joint application of the deceased partner’s heirs and other surviving partners of the company and in presence of the authorized officer of the Bank. If the Bank is informed in writing that the surviving partners have decided to continue the company, then the safe-deposit box may be opened only by the person or persons authorized to represent the company according to the newly issued signature circular, or otherwise, the safe-deposit box shall not be opened.

**Article 20 – Change of Duly Authorized Officers of Legal Entity Lessee:** If the Lessee is a legal entity, and in the case of any change for any reason whatsoever in the persons authorized to represent and bind the Lessee as of the date of signature of this Agreement, the Lessee shall immediately notify to the Bank in writing both this change and the new officer/officers authorized to represent and bind the Lessee after such change, and shall submit the substantiating documents indicating the new authorized officers. It is hereby acknowledged by the Lessee that if and when the Lessee fails to inform the Bank of the said change and to submit the said documents, and if the Bank continues to work with the officer/officers authorized to represent and bind the Lessee before such change, or in other words, if the safe-deposit box is opened and used by the said officer/officers, the full liability in connection therewith shall be solely borne by the Lessee, and the Bank shall not be held liable therefor, except for its own faults, and also that the Lessee shall be liable to indemnify and hold the Bank harmless from all kinds of pecuniary and non-pecuniary damages that may be suffered by the Bank due to any breach by the Lessee of its obligations specified in this Article.

**Article 21 – Prescription:** Prescription period for the safe-deposit boxes is for 10 years. Pursuant to the provisions of the relevant legislation, the prescribed safe-deposit box contents shall be transferred to the Savings Deposit Insurance Fund by the Bank.

**Article 22 – Insurance:** It is solely the responsibility of the Lessee to take out insurance for protection of the contents of the safe-deposit box against fire, lightning, earthquake, explosion, theft, internal water and flood risks, and the Lessee takes out insurance for protection of the contents of the safe-deposit box, the Lessee hereby agrees and undertakes to pay all insurance premiums, taxes and other expenses.

If the Lessee fails to take out insurance for protection of the contents of the safe-deposit box, the Lessee shall be personally liable for all kinds of resulting losses and damages, and shall not attempt to hold the Bank liable for them.

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**Article 23 – Attachment or Injunction of Safe-deposit Box; Insolvency and Bankruptcy of Lessee:** The Bank shall incorporate in its records an annotation of the injunction imposed on the safe-deposit box of a natural person or legal entity Lessee, and shall not permit the Lessee or his agents or legal representatives to use the safe-deposit box during the period from the date of delivery of the injunction decision to the Bank to the date of receipt of an official writ evidencing the removal and release of injunction.

If and when the rights and interests of a natural person or legal entity Lessee held in the Bank are requested to be attached, the Bank shall incorporate in its records an annotation relating thereto, and shall not permit the Lessee or his agents or legal representatives to use the safe-deposit box so long as the attachment continues.

Upon insolvency or bankruptcy of the Lessee, the Lessee is under obligation to give information to the bankrupt’s estate about his safe-deposit box in the Bank and about the contents thereof. The Bank shall obey the instructions and orders of the bankruptcy office about the use of safe-deposit box of the insolvent or bankrupt Lessee.

The Lessee hereby agrees and undertakes not to raise any claim against the Bank due to the Bank’s not letting the Lessee use its safe-deposit box as per this Article.

**Article 24 – Competent Courts and Execution Offices:** All kinds of disputes that may arise out of or in connection with this Agreement shall be governed by the Laws of the Republic of Turkey, and the courts and execution offices of the place of the Branch where the safe-deposit box is kept shall have jurisdiction in resolution of all kinds of disputes hereunder.

Provided, however, that submission to jurisdiction of the Courts and Execution Offices of the place cited above does not prejudice to jurisdiction of general courts, nor does it preclude the Bank from applying to the Courts and Execution Offices of the city of domicile address or properties of the Lessee or of the Branch to which the safe-deposit box is moved and transferred.

**Article 25 – Date of Agreement:** This Agreement, comprised of 25 (twenty-five) articles in total, has been fully agreed upon and accepted, and executed and exchanged by and between the parties hereto on .../...../.....

<b>Name &amp; Surname or Title:</b>	<b>Legal Domicile Address</b>	<b>Signature</b>
1. Lessee		
2. Lessee		
3. Lessee		





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TÜRK EKONOMİ BANKASI A.Ş.  
[Seal and Signature]

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

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**Türk Ekonomi Bankası A.Ş.**

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