

TEB VEHICLE LOAN AGREEMENT

Article 1: Parties, Subject and Scope

An Agreement has been concluded by and between on one hand and Türk Ekonomi Bankası A.Ş. Branch, hereinafter will be referred to as the "Bank" and on the other hand "Credit Customers and Guarantors", whose name and surname, signature and residence (notification) addresses are on the last page, and the parties accept, declare and undertake that the following contractual provisions will be valid for this Vehicle Loan.

Article 2: Right of Withdrawal

THE CUSTOMER HAS THE RIGHT TO WITHDRAW FROM THE CREDIT THROUGH MAKING AN APPLICATION TO THE BANK'S BRANCHES, CALL CENTER OR INTERNET BRANCH WITHOUT GIVING ANY REASON AND WITHOUT PAYING ANY PENALTY WITHIN 14 (FOURTEEN) DAYS ACCORDING TO THE LAW ON THE PROTECTION OF THE CONSUMER NO 6502. THE DETAILS AS TO THE EXERCISE OF RIGHT OF WITHDRAWAL IS REGULATED UNDER ARTICLE 22 OF THIS AGREEMENT.

Article 3: Loan Disbursement Conditions

Credit Limit consist of the disbursed loan (principal), loan interest, RUSF (Resource Utilization Support Fund), BITT (Banking and Insurance Transaction Tax) and expenses.

Loan Customers and Sureties agree, declare, and undertake to pay the vehicle loan they have utilized from the Bank in installments, under the terms and conditions stated below and within the terms specified in the Payment Plan, which is an integral part of the Agreement, within the framework of the provisions of this Agreement. If the payment date is a holiday, the payment is made on the first business day following that day.

For loans with equal installments, a year is accepted as 360 days, while for loans with flexible installments, interest is calculated by accepting 365 days a year. (Annual contractual interest rate = Monthly contractual interest rate x 12)

Principal	
Term (Montly)	
Monthly Contractual Interest Rate (%)	
Annual Contract Interest Rate (%)	
Monthly Default Interest Rate (%)	
Annual Default Interest Rate (%)	
Monthly Discounted Interest Rate (%) (For Campaign Loans)	
Annual Discounted Interest Rate (%) (For Campaign Loans)	
BITT Rate (%)	
RUSF Rate (%)	



Effective Annual Interest Rate / Annual Cost Rate (%)	
Total Amount of the Loan	
Total Cost of the Loan	

Article 4: Interest, Tax and Expenses

Changes for and against in the RUSF and BSMV rates of monthly installments will be reflected to the Credit Customers and Sureties as of the change date without any notice, and the Payment Plan will be rearranged accordingly. The newly arranged Payment Plan will also be considered as an integral part of this Agreement. In case the RUSF and/or BITT exemption is applied to the Credit Customer, the applicable RUSF and/or BITT exemption continues until the sale of the house subject to collateral.

In the event that this house is sold to a third party during the continuation of the loan, this exemption ends as of the date of sale, and after this date, a new payment plan is issued by applying RUSF and/or BITT to the installments of the loan.

If there are any unpaid installments, the Credit Customer and the Surety agree to pay the Bank in advance and in cash at the first request, all kinds of expenses and similar expenses incurred by the Bank for the warnings and notices to be sent to them.

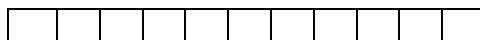
Credit Customers and Sureties agree and undertake that notary expenses will be paid by them when necessary.

NAME OF THE COST	AMOUNT OF COST(TRY)
Loan Allocation Fee	
Appraisal Fee **	
Mortgage Establishment Fee**	
Pledge Establishment Fee****	
Insurance Costs***	

** It is collected on mortgage loans.

*** Insurance cost is not included in the calculation of Effective Annual Interest Rate / Annual Cost Rate.

**** It is collected on vehicle-guaranteed loans. The pledge establishment fee is collected at the cost to be paid to the relevant institution. In case the pledge establishment fee is changed by the relevant institutions, the change will be published on the Bank's website.



Article 5: Implementation of Effective Date

The Credit Customer and the Sureties accept, declare, and undertake that the date on which the loan amount is paid to the Credit Customer is the "effective date" and that this date is taken into account by the Bank in accruing interest.

Article 6: Collection Authorization from Account Payee

Within the framework of the Payment Plan, at the maturities of each installment consisting of principal, interest, fund and expenditure tax, the Bank is authorized to collect the installment amount of the Bank from this account and debit the collected amount to the account, if there is a credit account with the Credit Customer before the Bank.

Article 7: Early Payment

The Credit Customer will be able to make an early payment as specified in paragraphs (a) and (b) of this article below.

a) Early Payment of a Part of the Loan Debt Before its Maturity

The Credit Customer may make one or more undue installment payments. In this case, based on the date and amount paid by the Credit Customer, the necessary discount is made within the framework of the Consumer Protection Law No. 6502 and the relevant legislation.

b) Paying-Off the Entire Loan Debt Before its Maturity

The Loan Customer can close the loan early by paying the entire loan debt before the maturity date.

- i) If the early payment of the entire loan is made on the installment date, the principal debt within the remaining installment amounts along with the due installment payment and, if any, interests, taxes, fees, and similar legal liabilities not collected until that date are collected.
- ii) If the early payment of the entire loan is made between two installments; between the last paid installment date in the payment plan and the early payment date, the amount of interest accruing to the principal, the principal debt within the remaining installment amounts as of the last paid installment date, and if any interests, taxes, fees, and similar legal obligations which have not been collected until that date is collected. However, in loans where all or part of the interest is collected in advance from the consumer, in case of early payment of the entire loan, the required interest is refunded at the contractual interest rate, based on the date and amount of the early payment.

Article 8: Liability of the Bank for Goods and Services Received within the Scope of Tied Loans

Tied loan agreement; is an agreement in which consumer credit is given exclusively for financing a contract for the supply of a particular good or service and these two agreements objectively form an economic union.

In tied loans, if the goods or services are not delivered or performed at all or as required, the seller, the supplier and the Bank are jointly liable if the Credit Customer uses its right to withdraw from the sales contract or to reduce the price. If the Credit Customer uses her/his right to discount the price, the credit is also reduced at this rate and the payment plan is changed accordingly. In case





the Credit Customer exercises its right to withdraw from the sales contract, the seller, the supplier and the Bank are jointly liable for the return of the payment made until that date. However, the liability of the Bank; is one year, limited to the amount of credit used, from the date of delivery of the goods or performance of the service specified in the sales contract or the tied credit contract, in cases where the goods are not delivered or the service is not performed, and from the date of delivery or performance of the service in cases where the goods are delivered or the service is performed.

Without a contract between the Bank and the seller or the supplier regarding the supply of a certain good or service, the loans made available by the Bank by paying the price of the good or service determined by the Credit Customer shall not be considered a tied loan.

Article 9: Provisions Regarding Acceleration of Credit Debt and Default

Within the framework of the provisions of this agreement, the installments shown in the Payment Plan attached to this agreement are due on the payment dates without the need for any further notice.

If the Credit Customer is in default in at least 2 (two) consecutive payments, the Bank shall give an acceleration notice 30 (thirty) days from the date of default. If the debt is not paid within this period, the Credit Customer, accepts, declares, and undertakes that all his debts and obligations arising from this contract, especially all the installment debts that are not yet due, will become due without the need for any notice by the Bank, and for these reasons, it is responsible for the effective payment of all debts together with the principal and its ancillary.

If the Credit Customer fails to fulfill its debt, together with the accrued default interests, within the grace period provided pursuant to the above paragraph, the Bank may commence a legal proceedings against the Credit Customer for the collection of all its receivables.

If the Credit Customers and Sureties do not fully or partially pay their debts arising from this agreement on the payment dates in accordance with the Payment Plan attached to this agreement, they agree, declare and undertake to pay the default interest, together with the unpaid debt, which will be accrued during the period of maturity and corresponding to thirty percent (30%) more than the monthly contractual interest rate determined in Article 3 of this agreement.

The parties have agreed to pay default interest to be calculated over the interest rate specified under the "Monthly Contractual Interest Rate (%)" section of the table in Article 3, in case utilization of credit facilities with discounted interest (excluding sales with campaigns) and in case all the debts of the Customer become due and the Customer falls into default.

In the event that loans are made available with "0" or discounted interest and if all of the Customer's debts become due and thus the Customer falls into default, the Parties hereby agree that the interest rate specified in the "Monthly Contractual Interest Rate (%)" section of the table in Article 3 will be paid within the scope of the campaign sales and the cooperation agreements

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made with vendor companies.

Credit Customers and Sureties agree, accept, and undertake that the payment of one or more of the installments in the Payment Plan after their due date and the Bank's acceptance of this payment, shall not extinguish the maturity of the Bank's receivables, the request of default interest and its ancillaries, the right to take legal action and initiate legal and criminal proceeding.

Article 10: Bank's Pledge and Lien Right and Transfer of Receivables

The Parties have agreed that all receivables, rights, and accounts of the Credit Customers and Sureties, arising or to be incurred, shall be pledged to the Bank against the loan debt. The Bank has the right to lien, and set-off on the specified assets, in case the Credit Customer is in default or if the legal condition for the use of the right to set-off and lien arises.

Article 11: Making the Loan available against Collateral

The Credit Customer may give real estate mortgages other than the residences he owns to the Bank, may pledge motor vehicles, Turkish Lira deposits (including salary accounts), foreign currency deposits, gold, cash Turkish Lira and/or foreign currency-like securities and capital market instruments or transfer a receivable as a collateral for the Vehicle Loan to be obtained from the Bank within the scope of this agreement.

The Credit Customer and the Sureties accept, declare, and undertake that the Bank may initiate legal proceedings for these securities if the Credit Customer and the Surety fail to fulfill their obligations arising from this agreement within the framework of the rules set forth in this agreement.

If the Bank's right of receivable on the movables and/or mortgaged immovables as collateral for the vehicle loan expires for the liquidation of the receivable arising from this agreement, Credit Customers and Sureties accept, declare, and undertake that the responsibility of following the transactions for the release of the pledge and/or mortgage be incumbent on the Customer and the Sureties.

In case it is notified to the Credit Customer that the guarantees will not be able to cover the debt arising from this Agreement, Credit Customers and Sureties accept, declare and undertake that they should provide movable pledge, mortgage or any additional security for the difference within 10 (ten) days from the date of notification.

Article 12: Authorization to Sale

Credit Customers and Sureties and third parties who have deposited the pledge certificate, undertake that the collaterals can be cashed out, if the collaterals are sold, and in case the sale price is not sufficient to cover the Bank's receivables together with the principal and interest, to fully pay the shortfall amount in cash to the Bank. The Credit Customer shall not have the right to claim or demand, with the mention that the pledge documents are not sold or can be sold at a more suitable time and under more favorable terms.

Article 13: Selling Area

Credit Customers and Sureties and third party(ies) who have deposited the pledge certificate, accept, declare and undertake that when using the ex officio sales authorization given by the



Credit Customer and/or the sales authorization obtained through legal means, the Bank also has the authority and freedom to transfer the pledges of the pledge certificates to other suitable places in the market and stock exchange rate of Turkey and to foreign countries if necessary, to sell and have them sold there.

Article 14: Loss

Credit Customers and Sureties and third party(ies) who have deposited the pledge certificate, accept, and undertake that in case of force majeure due to earthquake, flood and similar natural disasters, and because of circumstances such as theft, revolution, fire and loss, no responsibility shall be brought to the Bank for the damages that may incur on the pledge whether they are insured or not.

Article 15: Mortgage

With this agreement, the Credit Customer and the Sureties declare and accept that they have established a mortgage on the immovable property written below in favor of the Bank at the 1st degree or in the degree and order to be accepted by the Bank, with the right to move to free degrees and until the release is notified by the Bank, with the (contractual) interest rate determined under Article 3 of this agreement, as a security of the loan principal used by the Bank, contractual and default interests, all kinds of taxes, duties, fees, enforcement and litigation costs, expenses and all amounts owed to the Bank in connection with this loan.

Title deed information of the immovable

NAME-SURNAME OF THE OWNER:

Province:		District:	
Street/village :		Sheet no:	
Parcel No.:		Plot no.:	
Land Share:		Independent Section:	

Article 16: Foreclosure of Mortgage

In case the receivable subject to this agreement becomes due, the Bank may collect the receivable completely by selling the mortgaged immovable in accordance with the provisions of the Enforcement and Bankruptcy Law. For the collection of its receivables, the bank can make follow up through distress, or it can initiate enforcement proceeding by foreclosure of mortgage.

Article 17: Transfer and Lease of Real Estate

The Credit Customer accepts, declares, and undertakes that he/she waives her right to register the lease agreements with the title deed and the content of the regulation in Article 132 of the Execution and Bankruptcy Law, if he/she leases her mortgaged real estate to third parties.

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Article 18: Decrease in the Value of the Real Estate

If the value of the mortgaged real estate decreases without the fault of the owner, accordingly, the Credit Customer shall not be able to collect the compensation that he may receive pursuant to Article 867 of the Civil Code without the knowledge and consent of the Bank. The Bank, if it wishes, can deduct from its debt by collecting it from the institution or person who will pay the said compensation without the permission of the Credit Customer even if it is not due.

Article 19: Value Control of the Real Estate

The Bank is authorized to determine, audit, or appraise (or have the appraisal made) the status of the mortgaged real estate every year or at any time it wishes and according to the new value it will according to its own methods if it deems necessary, it may request new collateral to be deemed appropriate in terms of value and quality. The appraisal of the immovable property will be made by real estate appraisers who hold a real estate appraisal expertise license and whom the Bank may deem appropriate.

Article 20: Expropriation of the Real Estate

In the event that the real estate is expropriated, the Credit Customer accepts and undertakes that the expropriation price shall be valid instead of the mortgaged real estate, and that it shall be collected by the Bank from the relevant public institution and deducted from all its commitments and debts.

Article 21: Appraisal of the Real Estate

The Credit Customer accepts, declares, and undertakes that the Bank has the right to have the appraisal of the real estate subject to the contract, when necessary, by real estate appraisers that it deems appropriate. The Credit Customer accepts, declares, and undertakes to fully pay in cash the fees and expenses arising from the said valuation.

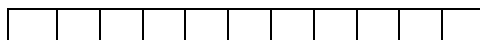
Article 22: Terms of Use the Right of Withdrawal

In cases where the Customer, who has exercised his right of withdrawal, benefits from the loan, the Customer must repay the principal and the contractual interest accrued from the date of use of the loan until the date of repayment of the principal, within 30 (thirty) days as of sending the withdrawal notice to the Bank at the latest. If the payment is not made within 30 (thirty) days, the loan is deemed not to have been withdrawn. The Bank may demand the contractual interest accrued within the period specified in the first sentence of this article and the expenses paid to a public institution or organization or third parties from the Customer exercising the right of withdrawal.

If another service is provided to the Customer pursuant to this agreement, if the Customer uses the right to withdraw from the loan within 14 (fourteen) days pursuant to the Law on Protection of the Consumer No. 6502, the contract regarding this service also expires.

Article 23: Insurance Provisions

Credit related insurance cannot be taken out without the express request of the Credited Customer through a written or permanent data storage. In case the Credit Customer wishes to take out insurance, he/she may have the policy issued by the insurance company of which the



Bank is the agent or any insurance company he/she wishes, and this collateral provided by the Credit Customer from the insurance company of his choice shall be accepted by the Bank. However, this insurance must be compatible with the subject of the loan, the amount of debt remaining in the fixed sum insurance and its maturity.

In case the Credit Customer prefers to take out insurance, the Bank will be registered in the insurance policies as the Bank's (creditor) loss payee. In the event that a risk related to the insurance arises, the compensation to be paid by the insurance company will primarily be deducted from the Bank's credit receivables due to the title of the owner and the beneficiary.

Contractual Insurance Information:

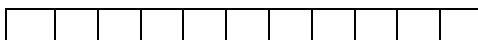
Type:	Security Amount:	Insurance Company:	Policy No:	Commencement Date:	Expiration Date:

Article 24: Liabilities of the Sureties

The sureties undersigned the agreement agree to give surety under the title of "Ordinary Surety". The sureties are liable for the Customer's debts to the Bank arising from the Agreement, limited to the surety limit specified in the Agreement. The sureties accept and undertake that limited to the surety limit, ordinary surety includes the principal and contractual interest, all default interests accrued and to be accrued, funds, commissions, all kinds of expenses, taxes and duties, additional amounts to arise due to exchange rate increase, legal proceedings expenses and attorney fees.

Bank and Ordinary Sureties accept, declare and undertake that;

- a. In accordance with Article 584 of the TCO, the consent of the spouse must be obtained by the sureties and submitted to the Bank until the conclusion of the surety agreement, at the latest,
- b. Pursuant to Article 585 of the TCO, the Bank cannot bring proceeding against the surety unless it applies to the debtor, however;
 - Obtaining a definite proof of insolvency as a result of the follow-up made by third parties against the debtor.
 - Prosecution against the debtor in Turkey becomes impossible or becomes significantly more difficult.
 - Decision of the debtor's bankruptcy.
 - In cases where the debtor has been granted with a time extension of concordat, he can apply directly to the surety,



c. Pursuant to Article 592 of the TCO, the Bank will deliver the sureties with debt securities who pay their debt that may be useful to exercise their rights, and provide the necessary information, and will deliver the pledges and other securities that existed during the suretyship or that were subsequently provided by the principal debtor for the receivable to the sureties, or that it will take necessary actions for their transfer, however, in the presence of other receivables, the Bank may not perform the delivery and transfer transactions referred to in this article until the receivables are completely liquidated due to the priority of the pledge and lien rights.

d. In accordance with Article 598 of the TCO, this surety is given for an indefinite period of time, the surety given by a naturel person will automatically extinguish after ten years have elapsed from the execution date of the surety agreement, provided that it is made one year before the expiry of the surety at the earliest, it can be extended for a new period of maximum ten years, with a written statement of the sureties in accordance with the form of the suretyship agreement, if the surety is given by the legal person, ten-year period will not be applicable,

e. The sureties are responsible and liable to the Bank for all the issues included in the Agreement, depending on the type and nature of loan opening due to the loans made available by the Bank to the Customer,

f. In order for the Bank to protect its rights, the sureties shall immediately inform the Bank when they learn about the bankruptcy of the loan debtors or any of the other sureties, the books of the goods are kept, the suspension of bankruptcy or concordat request or the death situation,

g. During the period of their suretyship, the sureties shall not engage in any transactions that would reduce their movable and immovable assets below the maximum amount they are guaranteed by the Agreement, either by collusion or by conceiving unfounded debts, not to destroy their assets, not to sell of gratuitously or made onerous contracts in a way that would harm the Bank, and not to transfer them to third parties, not to establish pledges, mortgages and similar right in rem over them in favor of third parties, not to make any disposes that would reduce their value.

h. The sureties accept, declare and undertake that the information they have declared about themselves in the Application Form is correct.

Article 25: Providing Information About Credit Customers and Sureties to Institutions and Authorities that the Bank Deems Necessary

Credit Customers and Sureties agree to transfer the information regarding their credit relations

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Article 31: Provisions to be Applied

The credit of which is limit is specified above is subject to the provisions of this contract. In the absence of a provision in this agreement, the provisions of the Bank's regulation and other domestic legislation; if there is no provision in the regulations, the complementary provisions in the legal legislation regarding banking transactions and banking practices are applied. The Loan Customer cannot transfer or assign its rights and debts arising from the Agreement and all its annexes to third parties without the consent of the Bank.

Article 32: General Provisions

Conditions for Obtaining Credit: In accordance with the Bank allocation policies, which are revised from time to time, criteria such as the customer's economic situation, documentable income, reason for loan demand, collateral structure will be decisive in the allocation to the customer.

The Credit Customer has the right to receive a copy of the loan agreement free of charge at any time within 1 year from the date of the execution of the loan agreement. In cases where an ancillary account is opened under a loan agreement, if the Credit Customer only carries out loan-related transactions from this account, no fees, and expenses, including account maintenance fee, will be charged from this account, and accounts with no balance will be closed with the full repayment of the loan.

Personal guarantees received as a security for the vehicle loan to be obtained from the Bank by the Credit Customer within the scope of this agreement shall be deemed to be ordinary surety under any name. Personal guarantees given by the other party regarding the receivables of the Credit Customer shall be deemed to be joint and several sureties unless there is a contrary provision in other laws. Credit Customers and Guarantees accept, declare, and undertake these matters.

Compound interest will not be applied in all kinds of transactions made based on this Agreement, including the case of default.

In disputes arising from this contract, the Credit Customer may make its applications to the Consumer Court, the Consumer Arbitration Committee, or the Consumer Arbitration Committee of the Banks Association of Turkey.

This Agreement consists of thirty-two (32) articles and ten (10) pages and was signed between the Parties on //.

CREDIT CUSTOMER NAME-SURNAME/TITLE:

DATE : ___/___/___ SEAL/SIGNATURE:



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CUSTOMER'S STATEMENT:

All the terms and provisions of this Vehicle Loan Agreement and the elements in its provisions that I have signed with your bank have been mutually negotiated with me, and I have accept, declare and undertake that all terms and provisions of the Vehicle Loan Agreement are clear and understandable and that I have signed by understanding my rights and obligations arising from the Vehicle Loan Agreement. I have received a copy of this Agreement and the attached Payment Plan and the List of Expenses, Commissions and Fees.

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

Credit Customer Name and Surname /Signature :

:

Annex -1: Payment Plan

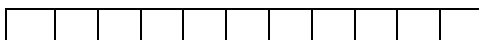
ANNEX-2: List of Expenses, Commissions and Fees

TÜRK EKONOMİ BANKASI A.Ş.



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REAL PERSON SURETY

Note: All fields below regarding the surety must be filled with the surety's handwriting.

Name/Surname of the Surety	
Address of the Surety	
Surety Limit	In figures, In words
Surety Date	

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

Signature

SPOUSAL CONSENT OF THE REAL PERSON SURETY

I irrevocably declare and accept that, I give my consent for my spouse to act as a surety up to the amount of (in words.....) for the loans made, or to be made available by your Bank to the credit customer..... pursuant to this Vehicle Loan Agreement

Name/Surname

Date:

Signature:

REAL PERSON SURETY

Note: All fields below regarding the surety must be filled with the surety's handwriting.

Name/Surname of the Surety	
Address of the Surety	

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Surety Limit	In figures, In words
Surety Date	

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Signature

SPOUSAL CONSENT OF THE REAL PERSON SURETY

I irrevocably declare and accept that, I give my consent for my spouse to act as a surety up to the amount of (in words.....) for the loans made, or to be made available by your Bank to the credit customer..... pursuant to this Vehicle Loan Agreement

Name/Surname

Date:

Signature:

I kindly request your Branch to collect the installment amounts of the Vehicle Loan I borrowed on the date of / / which is tracked in the account number of, from Numbered Turkish Lira demand deposit account before your Bank where my salary is being deposited, at the due dates shown in the repayment plan of the loan, without the need for an instruction each time.

NAME-SURNAME/TITLE OF SALARY CONTRACTED CUSTOMER

DATE : ____/____/____

SEAL/SIGNATURE:



Türk Ekonomi Bankası A.Ş.

TEB Kampüs C ve D Blok Saray Mah. Sokullu Cad. No: 7A-7B Ümraniye/İSTANBUL
Trade Registry No: 189356 Mersis No: 0876004342000105 www.teb.com.tr

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