

## **Foreign Currency Bank Account Agreement No. 15586 dated July 22, 2024**

### **1. Subject of the Contract**

**1.1.** The subject of this Agreement is the settlement and cash service of the CLIENT in foreign currency US DOLLAR on the basis of the terms of this Agreement and the current legislation of Turkey and regulations of the Bank of Turkey (hereinafter referred to as the legislation of Turkey), for which the BANK opens to the CLIENT on his behalf a trust management account No. TR250348912104355054597838, hereinafter referred to as the "Account".

**1.2.** The Account is opened to the CLIENT on the basis of this Agreement, an application form drawn up on the BANK's letterhead and the provision of all necessary documents to them, according to the list determined by the BANK in accordance with the current legislation of Turkey and the internal regulatory documents of the BANK established in accordance with the current legislation of Turkey.

**1.3.** The BANK does not charge or pay interest on the balance of funds held on the CLIENT's Account.

**1.4.** Provision of other services to the CLIENT that are not directly related to settlement and cash services (lending, placement of securities, factoring, etc.) is carried out by the BANK on the basis of separate agreements.

**1.5.** The BANK, as an agent of currency control, monitors the CLIENT's compliance with the currency legislation of Turkey, the terms of permits, as well as acts of currency regulation bodies and currency control bodies.

### **2. Rights and obligations of the Parties**

#### **2.1. The BANK undertakes to:**

**2.1.1.** Conduct settlement and cash services to the CLIENT, timely and correctly carry out on behalf of the CLIENT all settlement and cash transactions provided for this type of account, in accordance with the current legislation of Turkey, this Agreement and the approved Tariffs of the Bank.

**2.1.2.** To provide the CLIENT with paid services provided for by the Bank's Tariffs and the agreement concluded between the CLIENT and the BANK, if there are sufficient funds on the CLIENT's Account to collect the remuneration due to the BANK.

**2.1.3.** By order of the CLIENT, transfer/issue from the CLIENT's Account funds within their Account balance, provided that the transactions carried out and the submitted settlement document comply with the requirements of the current legislation of Turkey no later than the working day ("working day" in the banks of Turkey and the issuing country of the currency in which the payment is made), following the day of receipt of the settlement document to the BANK, in accordance with the order established by the current legislation of Turkey, unless other terms are provided for by the current legislation of Turkey.

**2.1.4.** Accept the CLIENT's payment documents for execution on the current business day on working days during the business day set by the Bank. The CLIENT's payment documents received by the Bank after the end of the business day are accepted for execution on the next business day. Information about the duration of the business day

CLIENT's signature: \_\_\_\_\_

is brought to the attention of the CLIENT by placing an appropriate announcement in the client room of the structural unit of the Bank serving the CLIENT.

**2.1.5.** To transfer funds to the Account no later than the working day following the day of receipt by the BANK of duly executed supporting settlement documents for the corresponding monetary amounts, provided that the transactions carried out and the submitted settlement document comply with the requirements of the current legislation of Turkey.

**2.1.6.** Fulfill payment requirements and collection orders submitted to the CLIENT's Account in the manner and within the time limits provided for by the current legislation of Turkey.

**2.1.7.** To accept the CLIENT's settlement documents for collection in accordance with the procedure provided for by the current legislation of Turkey. The terms of acceptance and the procedure for their transfer to the payer's bank are determined by additional agreements to this Agreement.

**2.1.8.** Provide the CLIENT with account statements and copies of documents in support of the calculations made as transactions are performed.

The issuance of statements (duplicate statements) and documents in support of the calculations made is carried out only to persons authorized to dispose of funds on the Account, and to persons who have submitted a duly executed power of attorney to the BANK.

Duplicate statements are issued at the written request of the CLIENT.

**2.1.9.** To issue cash to the CLIENT for purposes in accordance with the current legislation of Turkey on working days during the hours of cash customer service established in the Bank. Information about the cashier's operating mode is brought to the attention of the CLIENT by placing an appropriate announcement in the client room of the structural subdivision of the Bank serving the CLIENT.

**2.1.10.** To advise the CLIENT free of charge on the issues of the current legislation of Turkey on settlements, banking technology, document management rules and other issues directly related to settlement and cash services. Other consulting and reference services are provided separately, on a paid basis according to the Bank's Tariffs.

**2.1.11.** To ensure the secrecy of the bank account, account transactions and CLIENT information in accordance with the current legislation of Turkey.

**2.1.12.** To ensure the processing of personal data that has become known to the BANK for the purpose of identifying the CLIENT in accordance with the procedure provided for by the current legislation of Turkey in connection with the conclusion of this Agreement and its further proper execution in accordance with the requirements of the current legislation of Turkey regulating the protection of personal data.

## **2.2. The BANK has the right to:**

**2.2.1.** To refuse to perform settlement and cash transactions if there are facts indicating that the CLIENT violates the current legislation of Turkey, the technique of processing settlement documents and the timing of their submission to the BANK.

**2.2.2.** Not to accept the CLIENT's settlement documents for execution, suspend operations on the Account, in case of doubts about the competence of persons acting on behalf of the CLIENT, in case of a conflict between the participants of the BANK's client organization, as well as in cases provided for by the current currency legislation of Turkey and the legislation of Turkey on countering the legalization (laundering) of proceeds from crime and the financing of terrorism.

CLIENT's signature: \_\_\_\_\_

**2.2.3.** Make corrections to the CLIENT's Account records without his consent if an erroneous Account record made earlier due to the BANK's fault is detected within one year from the date of the erroneous record.

**2.2.4.** To debit funds from the CLIENT's Account in an undisputed manner without an additional order from the CLIENT only in the manner and on the grounds provided for by the current legislation of Turkey, this Agreement.

**2.2.5.** When accepting cash from the CLIENT, make claims about the shortage, surplus, insolvency and forgery of banknotes detected during the recalculation of cash at the BANK premises and in the presence of the CLIENT's representative.

**2.2.6.** To convert funds into another currency on behalf of the CLIENT.

**2.2.7.** Independently fill out a certificate of foreign exchange transactions when foreign currency is credited to the Account and if there is a corresponding order from the CLIENT.

**2.2.8.** For services related to opening, maintaining an Account and performing operations with the CLIENT's funds, the BANK writes off remuneration without an additional order from the CLIENT in accordance with the Bank's Tariffs in force at the BANK.

**2.2.9.** The amount of remuneration may be unilaterally reviewed by the BANK. The decision on this comes into force immediately, which the CLIENT is notified about during a visit to the BANK, or from the moment the information is posted on the Bank's official website on the Internet.

**2.2.10.** The BANK has the right to set individual commission rates for settlement and cash services to the CLIENT, as well as the amount of interest accrued on the average chronological balance on the Account, which should be reflected in the Supplementary Agreement to this Agreement.

**2.2.11.** The CLIENT grants the right to the BANK to withdraw funds from the CLIENT's Account in an undisputed manner without his additional order when collecting the amounts due to the BANK from the CLIENT in accordance with clause 2.2.8 of this Agreement.

The above amounts are debited: simultaneously with the transaction; upon the expiration of the fee collection period provided for by the BANK's Tariffs; upon the occurrence of circumstances provided for by the relevant agreements (agreements) concluded between the BANK and the CLIENT; upon receipt by the BANK of a document justifying the amount of expenses.

In the absence of sufficient funds on the Account for the CLIENT to pay the amounts due to the BANK in accordance with clause 2.2.8 of this Agreement, as well as in accordance with other agreements (agreements) concluded between the BANK and the CLIENT, the BANK debits these amounts from other settlement/current currency accounts of the CLIENT opened with the BANK by undisputed debiting without additional order of the CLIENT if there is a corresponding condition in the contracts on the basis of which these accounts are opened.

The CLIENT has the right to pay the remuneration due to the BANK by depositing cash in dollars directly to the Bank's cash desk or by wire transfer of funds from accounts opened with other credit institutions.

**2.2.12.** Request the following documents and information from the CLIENT:

-documents and information required for the BANK to verify compliance of the account transactions with the norms and requirements of the legislation of Turkey;

-documents justifying crediting to the account and/or debiting funds from the account (documents that are the basis for conducting operations on the account);

-documents on the financial situation in accordance with the List of documents approved by the Bank;

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-documents and information required for the identification of the CLIENT, beneficial owner and/or persons for whose benefit the CLIENT (beneficiaries) acts, in accordance with the legislation of Turkey, and updating documents and information obtained as a result of the identification of the CLIENT, beneficial owner and beneficiaries;

-other documents and information (information) required by the BANK in accordance with this Agreement or in accordance with the requirements of the current legislation of Turkey, regulatory acts of the Bank of Turkey and internal documents of the BANK;

-documents and other information necessary for the implementation of currency control in accordance with the legislation of Turkey;

**2.2.13.** Request the documents and information specified in clause 2.2.12. of this Agreement by sending a request to the CLIENT in one of the following ways:

-if the CUSTOMER service is carried out using the technology of remote access to the account (hereinafter referred to as the "Bank-Client system") - in electronic form via telecommunication communication channels provided for when servicing the CUSTOMER using the "Bank-Client" system;

-by mail (letter) with an inventory of the attachment with a delivery notification sent by the BANK to the address of the CLIENT's legal and actual location specified in the Application for opening an account to the CLIENT;

-by handing over a receipt to a representative of the CLIENT who has the right to act on behalf of the CLIENT without a power of attorney or who acts on behalf of the CLIENT on the basis of a power of attorney issued in accordance with the current legislation of Turkey;

The date of receipt of the request is the following date, determined depending on the method of sending the request chosen by the BANK:

-the date of sending the request in electronic form, recorded in the "Bank-Client" system;

-the date indicated on the notification of delivery of the postal item (letter) sent by the BANK;

-the date of delivery indicated in the receipt of the CLIENT's representative;

If the CLIENT (his legal representative) refuses to receive the postal item (letter) sent by the BANK, or the CLIENT is absent at the address of his legal and actual location indicated in the Application for opening the CLIENT's account, provided that it is not possible to send the request in another way established by this Agreement, the date of receipt of the request is the date indicated on the postal stamp affixed to the attachment inventory and postal receipt for acceptance by the postal operator of the BANK's postal item (letter).

**2.2.14.** Suspend spending operations on the CLIENT's account in cases established by the legislation of Turkey.

**2.2.15.** To refuse the CLIENT to accept orders from him to conduct operations on the Account signed by an analogue of the CLIENT's handwritten signature, after prior warning of the CLIENT about this by any means available to the BANK to interact with the CLIENT, in cases of identifying signs of questionable transactions in order to comply with the legislation of Turkey in the field of countering the legalization (laundering) of proceeds from crime and the financing of terrorism."

**2.2.16.** To make an undisputed debit from the CLIENT's account without an additional order from the CLIENT:

-amounts of funds credited to the CLIENT's account by mistake;

-amounts of remuneration for services rendered by the BANK in accordance with the Bank's current Tariffs;

CLIENT's signature: \_\_\_\_\_

-the amount of expenses paid or payable by the Bank to correspondent banks in Turkey or abroad, as well as postal and telegraph expenses, telecommunications, courier and other expenses incurred by the BANK in executing the CLIENT's orders;

-in other cases established by the current legislation of Turkey;

**2.2.17.** Suspend the execution of the CLIENT's settlement documents in the event of force majeure circumstances, which include, inter alia, power outages and other circumstances that have arisen through no fault of the BANK.

**2.3. The CLIENT undertakes:**

**2.3.1.** To provide for opening an Account all the necessary documents established by the current legislation of Turkey, regulatory acts of the Bank of Turkey and internal regulatory documents of the BANK.

**2.3.2.** To provide the BANK as an agent of currency control with all necessary documents and information on the implementation of operations on the Account.

**2.3.3.** Observe the procedure for performing settlement and cash transactions established by the current legislation of Turkey.

**2.3.4.** Pay for the services provided by the BANK according to the BANK's Tariffs (or an Additional Agreement to this Agreement).

**2.3.5.** The CLIENT is obliged to inform the credit institution in writing within 10 days after the issuance of the statements about the amounts mistakenly recorded in the credit or debit account. If objections are not received from the CLIENT within the specified time, the completed transactions and the balance of funds on the account are considered confirmed.

**2.3.6.** Provide the BANK with documents on the change of its status or changes and additions in the constituent and other documents within three working days from the date of their state registration, notify the BANK in writing within three working days from the date of change of address (location), postal details, telephone numbers, fax, telex, etc., on the admission and dismissal of officials authorized to sign settlement documents (at the same time with the notification to submit to the BANK a new bank card with samples of signatures and seal impression).

**2.3.7.** Submit to the BANK the documents and information requested by the BANK in accordance with clause 2.2.12. of this Agreement, no later than 7 (Seven) business days from the date of receipt of the BANK's request, except in cases when documents and/or information are to be submitted to the BANK before the CLIENT performs an account transaction:

**2.3.7.1.** if it is not legally possible to provide the documents and information requested by the BANK (in full or in part), the CLIENT is obliged to submit a letter to the BANK indicating the reason for the impossibility of providing the requested documents and information within the period specified in clause 2.3.7. of this Agreement.

**2.3.7.2.** if the CLIENT has circumstances in which it is not possible to provide the documents and information requested by the BANK (in full or in part) within the period specified in clause 2.3.7. of this Agreement, the CLIENT is obliged to submit to the BANK a letter containing a list of documents and/or information that cannot be submitted, indicating the reason why these documents and/or information cannot be submitted, and the deadline for submitting these documents and/or information to the BANK.

CLIENT's signature: \_\_\_\_\_

**2.3.7.3.** provide the BANK with the documents and information requested by the BANK in accordance with clause 2.2.12. of this Agreement in the form and in accordance with the list specified by the BANK in the request sent to the CLIENT.

**2.3.8.** Provide the documents and information requested by the BANK specified in clause 2.2.12. of this Agreement and/or letters specified in clause 2.3.7.1. or clause 2.3.7.2. of this Agreement in one of the following ways:

-if the CUSTOMER service is carried out using the technology of remote access to the account (hereinafter referred to as the "Bank-Client system") - in electronic form via telecommunication communication channels provided for when servicing the CUSTOMER using the "Bank-Client" system;

-by mail sent by the CLIENT to the address of the BANK's location with an inventory of the attachment;

-by handing over a receipt to a representative of the BANK;

The date of receipt of the documents and information specified in clause 2.3.7.3. of this Agreement is the following date, determined depending on the method chosen by the CLIENT to send them:

-the date of sending documents and information in electronic form, recorded in the "Bank-Client" system;

-the date indicated on the delivery notification of the postal item sent by the CLIENT to the BANK;

-date of delivery indicated in the receipt of the BANK representative;

**2.3.9.** In order to comply with the requirements of Federal Law No. 152-FZ of July 27, 2006 "On Personal Data", to ensure that the personal data submitted for the purpose of concluding and further execution of this Agreement are transferred to the BANK with the consent of the personal data subjects.

## **2.4. The CLIENT has the right to:**

**2.4.1.** Use all types of cash and settlement services provided by the BANK.

**2.4.2.** Independently dispose of the funds held on the Account in accordance with the procedure and limits established by the current legislation of Turkey.

**2.4.3.** Upon receipt of foreign currency to the Account, instruct the Bank to fill out a certificate of foreign exchange transactions on its own.

**2.4.4.** Instruct the BANK to convert funds into another currency.

**2.4.5.** Upon receipt of cash from the Account, make claims about the shortage, surplus, insolvency and forgery of banknotes detected during the recalculation of cash at the BANK premises and in the presence of the BANK's cashier.

**2.4.6.** To receive consultations and send written requests to the BANK on the issues of settlement and cash services.

**2.4.7.** During the term of the Agreement, terminate this Agreement and close the Account by submitting a written application to the BANK in the form established by the BANK.

## **3. Responsibility of the Parties**

**3.1.** In case of violation of the obligations assumed under this Agreement, the Parties are liable in accordance with the terms of this Agreement and the current legislation of Turkey.

**3.2.** The Bank is not responsible for the consequences of executing orders issued by unauthorized persons, and in cases where the BANK could not establish the fact of issuing an order by unauthorized persons.

**3.3.** The BANK is not liable for damage caused to the CLIENT in case of providing improper documents on the change of its status or changes and additions in the constituent and other documents, as well as if the termination of

CLIENT's signature: \_\_\_\_\_

the powers of persons who have lost the right to dispose of the Account has not been documented in a timely manner.

**3.4.** The Parties shall not be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement if they prove that the violation occurred as a result of force majeure circumstances (natural disasters, fire, military operations, resolutions and actions of state authorities and management bodies, including the Central Bank of Turkey), while the Parties are exempt from liability for the duration of the specified circumstances.

The party for which the impossibility of fulfilling obligations under the Contract has been created is obliged to notify the other party about it within a reasonably short period, but no more than 1 (One) working day.

**3.5.** If, as a result of a change in the current legislation of Turkey, any of the provisions of the Contract began to contradict it, this does not entail invalidation of the entire Contract – only the provision of the Contract that contradicts the legislation of Turkey becomes invalid, and in their relations the Parties will be guided by the current legislation of Turkey.

**3.6.** The CLIENT is responsible for the compliance of the operations performed on the Account with the legislation of Turkey, as well as for the accuracy and correctness of the documents submitted to the BANK that serve as the basis for opening an Account and performing operations on it.

**3.7.** Foreclosure on the funds held in the trust management account is carried out in accordance with the requirements of the current legislation.

#### **4. Dispute resolution procedure**

**4.1.** In case of disputes arising under this Agreement, the Parties resolve them through negotiations. If no agreement is reached, disputes are resolved in accordance with the procedure established by the current legislation of Turkey in the Arbitration Court of Almaty.

**4.2.** The Parties set a deadline of 30 days for responding to a claim under this Agreement.

#### **5. Term of validity and procedure for termination of the Contract**

**5.1.** This Agreement comes into force from the date of its signing by both Parties and is concluded for an indefinite period.

**5.2.** The reason for closing the Account is the termination of the Bank Account Agreement. The account is closed from the date of making an entry about its closure in the Book of Registration of open accounts.

**5.3.** After the termination of the Bank Account Agreement, incoming and outgoing operations on the CLIENT's Account are not carried out, except for the operations provided for in clause 5.4. of this Agreement. The funds received by the CLIENT after the termination of the Bank Account Agreement are returned to the sender.

**5.4.** After termination of the Bank Account Agreement before the expiration of seven days after receipt of the relevant written application of the CLIENT, the balance of funds on the Account is issued to the CLIENT or the BANK transfers funds by payment order.

**5.5.** In connection with the termination of the Bank Account Agreement, the CLIENT is obliged to hand over to the BANK unused cash checkbooks with the remaining unused cash checks and stubs in accordance with the procedure established by the current legislation of Turkey.

CLIENT's signature: \_\_\_\_\_

**5.6.** In the absence of funds on the Account, an entry on the closure of the relevant account is entered into the Register of Open Accounts no later than the working day following the day of termination of the bank account agreement, unless otherwise provided by law.

**5.7.** The presence of restrictions provided for by the current legislation of Turkey on the disposal of funds on the Account in the absence of funds on the Account does not prevent the entry of an entry on the closure of the relevant account in the Register of Open accounts.

**5.8.** If there are funds on the Account on the day of termination of the Bank Account Agreement, an entry on the closure of the corresponding account is entered in the Open Accounts Registration Book no later than the working day following the day of debiting funds from the account.

**5.9.** In case of termination of the Bank Account Agreement in the presence of restrictions on the disposal of funds on the Account provided for by the current legislation of Turkey and in the presence of funds on the Account, an entry on the closure of the relevant account in the Register of Open Accounts is made after the cancellation of these restrictions no later than the working day following the day of debiting funds from the Account.

**5.10.** The presence of unfulfilled orders for the transfer of funds does not prevent the termination of the Bank Account Agreement and the entry of an entry on the closure of the relevant account in the Register of Open Accounts.

## **6. Special conditions**

**6.1.** The BANK has the right to choose the payment route through the BANK's settlement network by reissuing the CLIENT's order accordingly.

**6.2.** The CLIENT agrees that in the case of transactions on the Account using the remote banking system, the documents on the basis of which the calculations were made and the debit and credit operations of the Account were carried out, and the Account statements are issued to the CLIENT on paper only at the request of the CLIENT.

**6.3.** The BANK has the right to provide the CLIENT with paper copies of electronic payment documents, stamped programmatically.

**6.4.** The CLIENT agrees that the BANK has the right to store and process, including automated, any information related to the CLIENT's personal data, including those specified in the CLIENT's application and/or in other documents, in accordance with Federal Law No. 152-FZ of 27.07.2006 "On Personal Data", including collection, systematization, accumulation, storage, clarification, use, dissemination (including transfer), depersonalization, blocking, destruction of personal data provided to the Bank in connection with the conclusion of the Contract in order to fulfill contractual obligations, as well as the development of new products and services by the BANK and informing the CLIENT about these products and services.

**6.5.** The BANK has the right to verify the accuracy of the personal data provided by the CLIENT, including using the services of other operators, as well as to use information about non-fulfillment and/or improper fulfillment of contractual obligations when considering the provision of other services and the conclusion of new contracts. The CLIENT's consent to the processing of personal data is valid for the entire term of the Agreement, as well as for 5 years from the date of termination of the Agreement. After the expiration of the specified period, the consent is considered to be extended for every next five years in the absence of information about its written withdrawal.

CLIENT's signature: \_\_\_\_\_



**6.6.** On behalf of the CLIENT, orders for the transfer of funds from the Account are signed by persons whose signature samples are indicated in a valid Card with signature samples and a seal impression (hereinafter referred to as the Card).

In the Card with samples of signatures and seal impression, the CLIENT may indicate one or more handwritten signatures of persons authorized by him to dispose of funds on the Account and authorized to sign (hereinafter authorized persons).

If two or more handwritten signatures of authorized persons are indicated in the Card, then the CLIENT's orders are signed by one or two authorized persons. At the same time, the number of signatures of authorized persons required to sign the CLIENT's orders and their possible combination are set by the CLIENT in the application form of the BANK posted on the BANK's website. The BANK accepts the CLIENT's orders for execution in accordance with the specified application.

**6.7.** This Agreement is drawn up in the amount of two copies, one for each PARTY. Each copy has equal legal force.

## 7. Details of the Parties

**CLIENT:**

Full Name: \_\_\_\_\_

Country: \_\_\_\_\_

Region: \_\_\_\_\_

City: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of the  
identity document: \_\_\_\_\_

Document number: No. 15586

Date of issue of  
the document: \_\_\_\_\_**BANK Manager:**

Kosmin A. F. \_\_\_\_\_



CLIENT's signature: \_\_\_\_\_