



AGREEMENT TO OPEN A TEMPORARY BANK ACCOUNT IN A FOREIGN CURRENCY

Ankara

Orientpathbank JSC, a corporation licensed by the Central Bank of Turkey (License No. 3114, dated 14 September 2004), hereinafter referred to as the "BANK," and the undersigned CLIENT, hereinafter referred to as the "CLIENT," collectively referred to as the "PARTIES."

The PARTIES have agreed as follows:

1. SUBJECT OF CONTRACT

1.1. The subject of this agreement (hereinafter referred to as the test Agreement or this Agreement) is the opening of a current currency business account by the BANK to the CLIENT (hereinafter referred to as the Invoice):

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In currency: us Dollar (USD) and performing cash and settlement services to the CLIENT in accordance with the current legislation of Turkey, regulations of the Central Bank of Turkey, The BANK's collection of tariffs (hereinafter referred to as Tariffs), as well as other terms of the Agreement.

1.2. The CLIENT is considered to be notified of the account details (number) opened to him on the day of receipt of the Agreement signed by the Parties.

2. PROCEDURE FOR OPENING AND MAINTAINING AN ACCOUNT

2.1. The BANK opens CLIENT account on the basis of written application of the CLIENT, the form of which shall be provided by the BANK and annexed all documents needed for Account opening, in form and substance meeting the requirements of current legislation, in accordance with the approved BANK List.

2.2. Settlement (payment) documents, cash receipts and ads for cash contributions are accepted during the BANK's operating hours in accordance with its work schedule with mandatory verification of compliance of the form and content of settlement (payment) documents, cash receipts and ads for cash contributions with the requirements of the Bank of Turkey regulations, as well as compliance of the client's signature(s) and/or authorized persons(s) of the CLIENT on settlement(payment) documents, cash receipts signature (s) in the card with signature samples and seal impression. Settlement (payment) documents are accepted from the CLIENT or an authorized representative of the CLIENT acting on the basis of constituent documents or a power of attorney.

2.3. The CLIENT's order to transfer or issue funds from the Account is executed by the BANK only within the limits of the balance of funds on the CLIENT's Account.

2.4. In case of insufficient funds on the Account, payments are made in the order established by the current legislation of Turkey.

2.5. Restriction of the CLIENT's rights to dispose of funds held in the Account is not allowed, except for the seizure of funds held in the Account or suspension of operations on the Account in cases stipulated by the law "on countering the legalization (laundering) of proceeds from crime and the financing of terrorism".

2.6. Services provided by the BANK under the Agreement are paid by the CLIENT in accordance with the BANK's Tariffs, by depositing cash to The Bank's cash Desk, by non-cash method, and/or by debiting funds from the CLIENT's Account by the BANK in accordance with clause 4.3.9. of this Agreement. In case of insufficient funds in The account opened under the Agreement to pay the Commission to the BANK for conducting operations, the BANK has the right to deduct the Commission amount from other CUSTOMER accounts opened with the BANK. In case of charging of fee from CLIENT's accounts opened in a foreign currency other than the currency of the Account opened hereunder, the calculation amount necessary for write-off by the BANK in the currency of Turkey at official rate of foreign currency to the currency of Turkey, set by the Bank of Turkey on the day of the transaction. In exceptional cases, by agreement with the BANK, the CUSTOMER is entitled to make payment for cash and settlement services in another way.

2.7. Bank rates can be changed by the BANK independently. New (changed) The Bank's tariffs come into force from the date of their placement in the operating room where cash and settlement services are provided to the BANK's clients and (or) on the BANK's official website. In case of disagreement with the application of the BANK's new Tariffs, the CUSTOMER has the right to unilaterally terminate the Agreement.

2.8. No interest is charged on the remaining funds held on the CLIENT's Account, unless otherwise provided by an additional agreement to the Agreement.

2.9. The rights of persons who execute orders on behalf of the CLIENT to transfer funds from the Account are certified by submitting documents established by law or Bank rules to the BANK, including cards with samples of signatures and seal impressions.

2.10. The contents of any payment order of the CLIENT, including the signatures of the persons authorized to manage the Account, and the seal impression, must be clear and not give any doubt about their interpretation.

3. OPERATIONS ON A CASH ACCOUNT

3.1. Cash transactions are performed on the Account in accordance with the Bank of Turkey regulations governing cash circulation in foreign currency.

3.2. Cash funds from the Account are issued to the CLIENT for the purposes stipulated by the currency legislation of Turkey, in the amount and within the time limits established by the Bank of Turkey's regulatory legal acts.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The CLIENT has the right to:

4.1.1. Make any payments from your Account within the limits of the Account balance, except for restrictions imposed by tax and other state authorities in accordance with the current legislation of Turkey.

4.1.2. Get information about the Account status for submission to any institution on the basis of a written request.

4.1.3. Transfer funds to the Account and receive cash in cases stipulated by the currency legislation of Turkey and in accordance with the procedure established by the Bank of Turkey regulations.

4.1.4. Terminate the Agreement at any time.

4.1.5. Make claims about the shortage, excess, non-payment and forgery of banknotes detected during the conversion of cash at the BANK's premises and in the presence of the Bank's cashier, otherwise THE customer's claims are not accepted by the BANK.

4.1.6. Get advice and send written requests to the BANK on the implementation of cash and settlement services.

4.1.7. Instruct the BANK to convert funds into another currency.

4.2. The CLIENT undertakes to:

4.2.1. Dispose of funds on the BANK Account and execute settlement documents in accordance with the rules established by the current legislation, regulatory legal acts of the Bank of Turkey, including the currency legislation of Turkey regulating the procedure for settlement and cash transactions, including in foreign currency.

4.2.2. Pay for services rendered by the BANK in accordance with the BANK's established Rates.

4.2.3. Do not allow a debit balance on the Account.

4.2.4. Report the loss of Bank settlement documents to the Bank within one business day.

4.2.5. Provide the BANK, as an agent of currency control, with all necessary documents and information on the execution of operations on the Account.

4.2.6. Deposit cash to the Account in accordance with the procedure and cases stipulated by the current legislation of Turkey.

4.2.7. Submit a cash request to the Bank in order to meet your cash needs in a timely manner.

4.2.8. Within ten days after the transaction, inform the BANK in writing about the amounts mistakenly debited (credited) from the Account (to the Account) CLIENT'S. If no objections are received from the CLIENT, the completed transactions and the balance on the Account are considered confirmed by the CLIENT.

4.3. The BANK has the right to:

4.3.1. Monitor compliance of cash and settlement operations performed by the CLIENT with the current legislation of Turkey.

4.3.2. Request from the CLIENT information and documents necessary to verify compliance of transactions conducted on the Account with the legislation of Turkey, as well as other documents, in cases stipulated by the legislation of Turkey.

4.3.3. Write off funds from the CLIENT's Account in cases stipulated by the legislation of Turkey, regulatory legal acts of the Bank of Turkey, additional agreements to the Agreement and the Agreement.

4.3.4. Make unilateral changes to the BANK's current Rates.

4.3.5. Refuse the CLIENT to perform settlement operations if there are facts indicating that the CLIENT violates the current legislation of Turkey, the Agreement and the terms of submission of settlement documents to the BANK, as well as if the settlement documents do not comply with the forms established by the current legislation.

4.3.6. In cases stipulated by the legislation of Turkey, refuse to execute the CLIENT's orders to perform operations for which, at the request of the BANK, documents justifying the execution of these operations on the Account are not submitted (improperly executed), or if the BANK clearly doubts the authenticity of settlement and cash documents, as the BANK informs the CLIENT's officials who have the right to first or second signature.

4.3.7. In cases stipulated by the legislation of Turkey, suspend operations on the CLIENT's Account (s).

4.3.8. Require the CLIENT to submit a cash request in order to meet the CLIENT's cash needs in a timely manner.

4.3.9. The CLIENT grants the BANK the right (gives acceptance in advance) to deduct from his / her Account (s) on the basis of settlement documents duly executed by the BANK - payment for services rendered by the BANK (in accordance with the BANK's tariffs) as the BANK provides services under the Agreement;

- funds for reimbursement of the BANK's expenses for payment of communication services, costs for delivery of settlement (payment) and other documents of the CLIENT, including by international courier services (for actual expenses incurred);
- cash on settlement (payment) documents in cases stipulated by the current legislation of Turkey or an additional agreement to the Agreement;
- funds mistakenly credited to the Account;
- funds for reimbursement of expenses charged by third banks for BANK operations performed on the basis of the CLIENT's order, as well as from another CLIENT's account (s) opened with the BANK in a foreign currency or in the currency of Turkey;
- payment in accordance with the BANK's tariffs for services provided by the BANK within the framework of service agreements concluded with the CLIENT;
- funds to repay any obligations of the CLIENT to the BANK arising from loan agreements (including credit agreements, credit line opening agreements) and/or guarantee agreements and/or Bank guarantee agreements concluded between the CLIENT and the BANK, as well as those that may be concluded during the term of the Agreement.

4.3.10. Make claims about shortage, excess, non-payment, forgery of banknotes detected during the cash conversion at the BANK's premises and in the presence of the CLIENT's representative.

4.3.11. Convert funds to another currency on behalf of the CLIENT.

4.3.12. Request from the CLIENT documents and other information necessary for currency control in accordance with the legislation of Turkey, as well as in case of official requests from the competent authorities and financial and credit institutions of foreign countries where the BANK has foreign currency accounts opened with foreign correspondent banks.

4.4. The BANK undertakes to:

4.4.1. Ensure the safety of funds on the CLIENT's Account.

4.4.2. Perform on the CLIENT's order operations on the Account provided for accounts of this type by the laws of Turkey, established in accordance with them banking rules and business practices applied in banking practice. The BANK executes the CLIENT's orders signed only by the persons indicated in the card with sample signatures and seal impressions. The persons indicated in the card with sample signatures and seal impressions are recognized by the parties as persons authorized to sign the CLIENT's orders for performing operations on the Account. The BANK is not responsible for the execution of the CLIENT's orders signed by the persons indicated in the card with sample signatures and seal impressions, if their powers were terminated or changed for any reason, but the BANK was not notified of this in a timely manner.

4.4.3. Transfer funds from the CLIENT's Account no later than the business day following the day when the Bank receives the relevant settlement document duly executed ("business day" in Russian banks and the issuing country of the currency in which the payment is made). Funds are debited from the Bank's correspondent account no later than the next business day after funds are debited from the CLIENT's Account.

4.4.4. Transfer funds to the CLIENT's account no later than the business day following the day when the BANK receives duly executed supporting settlement documents for the corresponding amounts of money.

4.4.5. Accept cash from the CLIENT in accordance with the procedure stipulated by the current legislation and regulatory legal acts of the Bank of Turkey.

4.4.6. Maintain Bank secrecy on transactions made on the CLIENT's Account, and prevent the provision of information about the account status and transactions on It without the CLIENT's consent, except in cases stipulated by the current legislation of Turkey and foreign countries, due to the presence of foreign currency accounts opened by the BANK in foreign correspondent banks on the territory of these States.

4.4.7. At the request of the CLIENT, issue an account statement and copies of documents supporting the calculations made no later than the business day following the date of receipt of the request to the persons specified in the card with samples of signatures and seal impressions, as well as to persons acting on the basis of a power of attorney with the right to receive the statement. If the power of attorney is revoked, the CLIENT must notify the BANK no later than the next business day. The BANK has the right to refuse to issue an account statement and other documents to a person who is not specified in the power of attorney and is not the Account Manager, as well as who has not presented an identity document.

4.4.8. Serve the CLIENT at a strictly defined time in accordance with the BANK's operating hours.

4.4.9. Provide the CLIENT with samples of forms of settlement and cash documents free of charge.

4.4.10. Write off funds mistakenly credited to the CLIENT's Account no later than the next business day from the moment of their discovery, and notify the CLIENT of this on the same day. The BANK shall bear the costs of sending the relevant notification to the CLIENT.

4.4.11. Notify the client in writing (by Fax, registered mail, or receipt) no later than two business days from the moment of discovery of the amounts unreasonably debited from the CLIENT's Account. The BANK shall bear the costs of sending the relevant message to the CLIENT.

4.4.12. Free of charge to advise the CLIENT on settlement issues, document management rules and other issues directly related to cash and settlement services of the CLIENT.

4.4.13. Search for lost payment documents at the request of the CLIENT in case they are lost in the process of sending them by mail, Fax or other means.

5. RESPONSIBILITY OF PARTIES

5.1. The BANK is not responsible for the authenticity and accuracy of the documents submitted by the CLIENT for opening an Account.

5.2. The BANK is not responsible for erroneous transfer of amounts due to incorrect indication of payment details by the CLIENT in the settlement documents.

5.3. The BANK shall not be liable for any damage caused to the client if the LATTER fails to fulfill the obligations stipulated in clause 4.2. Contracts.

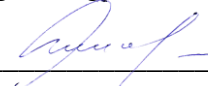
5.4. The parties are not responsible for non-fulfillment or delay in fulfillment of obligations, if this is caused by circumstances beyond the control of the Parties (force majeure). Force majeure circumstances may include the issuance of a regulatory legal act by state bodies, as well as an uprising, military actions, natural disasters, fire or other reasons that prevent the Parties from fulfilling their obligations. The implementation of the BANK's obligations shall be suspended for the period of force majeure.

5.5. The BANK is not responsible for the CUSTOMER's refusal to pay the payment requirements. All disputes arising between the payer and the recipient of funds are resolved in accordance with the procedure provided for by the legislation of Turkey.

6. SIGNATURES OF THE PARTIES

CLIENT

BANK
Orientpathbank
Manager: Laghar V. I.



Kichikapi, Painter's Door Sk.,Melikgazi/Kayseri, Turkey



Call Us

+35722032573

Email Us

info@orientpathbank.com