

OVERDRAFT ACCOUNT (KMH) INFORMATION FORM

We provide the information on the overdraft account below.

Please, examine carefully and ask for detailed explanation for incomprehensible matters.

Date of issue: ____ / ____ / ____

Term of Credit Contract (Maturity): Indefinite duration

Fee for delivery of bank statement of overdraft account by post: Monthly 37,27 TL (including Banking and Insurance Transaction tax)

Overdraft Interest Rates Valid Until 16 March 2024

KMH Interest rates	Contractual Interest	Contractual Interest (including KKDF&BSMV)	Default Interest	Default Interest (including KKDF&BSMV)
Monthly(TL)	4,42%	5,75%	4,72%	6,14%
Yearly(TL)	53,04%	68,95%	56,64%	73,63%

Overdraft Interest Rates Valid From of 16 March 2024

KMH Interest rates	Contractual Interest	Contractual Interest (including KKDF&BSMV)	Default Interest	Default Interest (including KKDF&BSMV)
Monthly(TL)	5,00%	6,50%	5,30%	6,89%
Yearly(TL)	60,00%	78,00%	63,60%	82,68%

- Overdraft Account (KMH):** KMH is an account which is designated by the Bank with the purpose to realize your payments such as credit card, consumer credits like personal finance credit/housing loan etc., invoices, direct debit mandates, cheque payments or to realize similar transaction or in order to meet directly your need for cash, of which the credit limit can be in deficit balance, which is designated under a drawing account in Turkish Lira and for which interest is accrued monthly. The calculation of the interest is executed during the days you use credit (where the account is in deficit balance) and the interest is accrued at the end of month. The Banking and Insurance Transaction Tax (BSMV) and Resource Utilization Support Fund (KKDF) of the interest are collected directly from all of your accounts including KMH. Calculation of day in deficit balance is executed by applying effective date in a manner to include days including the day where you get in deficit balance and the next day of depositing money to the drawing account under which your overdraft account has been designated. All balance amount sent to/deposited to the demand deposit account that is linked to your Overdraft account, shall be deducted at the end of the day from the remaining Overdraft debt after all the payments such as automatic or regular payment orders that have been ordered by you previously, loan payments or etc. are collected during the day. As an order of priority in the debt collection, first the minimum Overdraft payment amount and its related taxes shall be collected, and later the remaining balance will be collected for the principal payment amount of your Overdraft. Your KMH limit has been allocated under the Contract of Banking Transactions that you had previously signed.
- Provider:** The name, the address, the e-mail address, the phone number and other contact information of our Bank as well as MERSIS number are given below.

Customer Signature

- **KMH Limits and its Amendments:** Your KMH limit is determined in consequence of assessment of your application and is notified in written or via permanent data register. Amendments concerning your limit (increase or decrease) are made upon your demand. The Bank notify the new limit through the permanent data register or through other channels in written or by one of the other methods that are found appropriate. The KMH limit may be restricted by also the Bank because of restructuring, detection of illegal use, legal provisions, nonuse of limit and other justified reasons.
- **Contractual Rate of Interest and its Increases:** The contractual rate of interest in effect by the date of this form is written above. In case of change in rate of interest, it shall be notified to you on paper or through the permanent data register 30 (thirty) days prior to entry into effect of the change. You shall not be affected by the increase in interest rate in the event that you pay your total debt and terminate the use of KMH within 60 (sixty) days starting from the notification date.
- **Fee of Bank Statement for KMH:** The fee of bank statement of KMH is stated above. The electronic bank statement or SMS (text message) statement is free if you demand. Fees are collected in cash or from your account. In case of no adequate amount in balance is available in account, it shall be collected from your KMH and interest shall be accrued. The costs paid to public organizations or institutions or to third persons shall be under your responsibility. The positive or negative changes to occur in delivery costs as well as in costs paid to public organizations or institutions or to third persons shall be applied to you starting from the date of change. The Banking and Insurance Transaction Tax (BSMV) related to the fee for printed bank statement is collected directly by the Bank from accounts including KMH.
- **Termination of the Contract:** As KMH may be closed upon your request by clearing your debt, the Bank is also entitled to close its use by notifying two months in advance or immediately because of breaking off the account by failure to make the payments in time, detection of illegal use, legal provisions, non-use of limit or other justified reasons. The Bank shall inform you about this at latest following the termination.
- **Default interest rate and default:** The applicable default interest rate by the date of this form is stated above You are required to make a payment in minimal amount indicated in the bank statement every month. The minimum payment amount consists of the amount of contractual interest related to the relevant month, the fee for printed bank statement if any as well as taxes related to these. The status of default occurs in the event that you fail to pay the minimum payment amount until the payment due date. The contractual interest shall continue to accrue for the amounts out of the capital in the minimum payment amount as default interest. In the event that you fail to pay the minimum payment amount in three consecutive account period in minimum, your KMH limit shall be closed for use and your account shall be broken off. The total debt shall become due by the break off (including the transactions, fees and tax related to these to be reflected to the account in future and other expenditures). When the debt becomes default, the Bank sends written notification to the address of the client. The cost of this notice shall be charged to all your deposit accounts and / or reflected to your account as a liability.
- **Insurance:** There is no insurance requirement to give KMH limit.
- **Guarantee:** In case that guarantee is stipulated for KMH, the mentioned guarantees are considered as ordinary guarantee under any name whatsoever in the event that these guarantee are of personal guarantees taken against your liabilities and the personal guarantees granted by the other party related to your receivables shall be considered as joint guarantee if no contrary provision take place in other laws.
- **Right of Withdrawal:** You have the right of withdrawal from KMH within 14 days starting from opening of the KMH without any justification and without paying any penalty. The fact that the declaration concerning the use of the right of withdrawal is addresses through branch or telephone banking is adequate. In case that you use your right of withdrawal, you are liable to repay to the Bank, the capital and the interest and the related tax accrued from the date of use of the KMH Account and the fee of printed bank statement if any, within thirty days at latest starting from the date of addressing the declaration of the withdrawal. In case of failure of payment within this period, no withdrawn from KMH shall be considered as executed. The Interest is calculated according to the contractual interest rate.
- **Result of the Credit Evaluation:** In case that the result of evaluation of your credit application is negative, then you shall be informed immediately and free of charge in written or through the permanent data register.

Customer Signature

- **Contract Sample:** You are entitled to receive, free of charge, a sample of the Contract of Banking Transactions during the first year starting from the issuance date. This form is an annex and an integral part of the Contract of Banking Transactions of HSBC and is subject to provisions of the relevant contract.
- **Information on Settlement of Disputes:** You are entitled to apply to Arbitration Committee for Consumer Problems in county centers within the monetary limitations of the regulations or to litigate in Consumer Court in cases of disputes related to the service mentioned in this form. Furthermore, you shall be entitled to apply to Arbitration Committee at the banks Associations of Turkey upon rejection or the fact to be considered as rejected concerning your previous application to the bank.
- **Cross border disclaimer:** The customer confirms that s/he has approached HSBC Bank A.Ş. with regards to the related products/services to be purchased and has decided to enter into a transaction by his/her own volition having read and understood all relevant product literature, without any prior solicitation made by HSBC Bank A.Ş. during his/her official residency abroad or his/her presence in a foreign country at the time of transaction.
- **Validity Period:** This pre-contract form of information is valid until the working hours of the issuance date indicated above.

In case of not having enough balance in your drawing TL account in our bank for which the Overdraft Deposit Account shall be defined (being connected to);

Your overdraft Deposit Account limit shall be open to the cash usage, one-time money transfers and payments as well as to the regular payment instructions (money transfers, EFT, transfers, etc.) Credit card account automatic payments, credit instalment payments, automatic payment instructions (billing instructions, Social Security Institutions' premium payments etc.) that you have given and /or to give for being paid from your drawing account that your Overdraft Deposit Account is connected to. These aforesaid transactions shall be carried out from your Overdraft Deposit Account using your Overdraft Deposit Account limit in case of having insufficient balance in your drawing account.

“Please write the following text in your own handwriting.”

I acknowledge and approve that my Overdraft Deposit Account shall be used in the manner specified above in case of getting approved of my application.

.....

 Customer Signature:

Notice & Statement Regarding Loan Utilization Purpose:

If my overdraft account application is accepted, I accept, declare and commit that;

- I have been informed by the bank officials that I will not use my overdraft (KMH) limit allocated to me for any investment purpose to earn any financial return via foreign exchange, gold, precious metal (silver, platinum etc.) transactions, crypto asset purchases, stock purchases, repo and for closing other undue credit risks at banks and at non-bank financial institutions, for transactions to remove money out of the registered banking capital market system other than daily needs,
- If I carry out such a transaction, it will constitute a violation of the purpose of credit use,
- I will submit all kinds of information and documents to the Bank regarding the detection and follow-up of conformity for the initial utilization purpose of loan upon request.

Customer Signature:

Clarification Text Regarding Personal Data Protection:

Personal data collected through Overdraft Account applications are used for different purposes including credit risk assessment of your overdraft product application, identification, checks to prevent financial crime risk and assignment of the credit limit if your application is considered as appropriate. For more detailed information on the processing of your personal data by HSBC Bank in accordance with the Personal Data Protection Law, you can visit <https://www.hsbc.com.tr/en/hsbc/personal-data-protection> or contact our bank.

Customer Signature

HSBC BANK A.Ş



Cem Muratoğlu
Head of Wealth and Personal
Banking



Sema Çetinkaya
Wealth and Personal Banking
Head of Products

CUSTOMER

Date: ____/____/____

Name/Surname: _____

**“Please, write the following text with your
handwriting.”** _____

“I have received one copy of this form by hand.

Customer Signature

Section to be Completed by the Branch:

Customer RIM No : Name / Surname :

Account Number : Phone No :

	With Form	With Audio Recording	Date/Time/Channel of Audio Recording
Loan Utilization Purpose	<input type="checkbox"/>	<input type="checkbox"/>

Name / Surname of the Branch Personnel who Received the Request :

Signature / Date :

(In case of requests received with audio recording, the foregoing text must be read to the customer and his/her consent must be obtained. The form must be completed on the basis of such information.)