

CONSUMER LOAN AGREEMENT

Article 1- LOAN DETAILS and PAYMENT SCHEDULE

Client Name and Surname:	
Address & Contact Details:	
Loan Reference:	

Loan Agreement Term (maturity): months
Total Loan Amount (Principal): TRY (Only TRY)
Monthly Installment Amount:	Monthly installment amount (loan on equal installments).....TRY Please check the payment schedule for flexible-rate loans.
Monthly/Annual Contractual Interest Rate:	Monthly-% Annual-%
Monthly/Annual Default Interest Rate:	Monthly-% Annual-%
Annual Effective Interest Rate /Annual Rate of Cost:	Annual-%
Total Loan Repayment Amount: TRY
Loan Set up Fee*: TRY+BITT
Total Amount to be Paid by the Consumer:	Total Principal :..... TRY Total Interest :..... TRY Total RUSF :..... TRY Total BITT :..... TRY Total Fees :..... TRY+BITT Total Amount to be Paid :..... TRY
Credit Life Insurance Premium: TRY

This agreement has been issued to be used jointly for the loans “Consumer Loan”, “Personal Loan With Securities”, If any part of the above specified table is left blank, it means that such loan type is not applicable. Conditions commonly applied to these loans are stated under the “General Conditions” section, conditions applied to specifically each loan type are stated under the “Specific Conditions” section.

I-GENERAL TERMS

Article 2 - INSURANCE and OTHER SURETIES

Insurance: Credit Life, Insurances is optional and is not compulsory as per the legislation. Credit Life insurance cannot be issued in connection to the loan without an explicit written request or a request placed via recorded data storage instruments. In case the customer requests insurance coverage in connection with the loan, the policy can be purchased from the insurance company of which the Bank is the agency or any other insurance company or its agency. Also, instead of purchasing a new insurance policy, the customer can present the existing insurance policies to the bank if the policy is compatible with the subject, amount and term of the loan. If insurance is requested from our bank, the insurance premiums are shown in the table above. Under any circumstances, insurance policies must indicate the Bank as the loss payee. This means that insurance indemnities equivalent to the remaining loan debt will be pledged to the Bank. Sureties requested, notwithstanding their category, shall be deemed ordinary guarantee if such sureties consist of personal sureties received against client's actions; and personal sureties provided by the other party against client's receivables shall be deemed joint guarantee unless otherwise is specified under other laws. In the event that the personal loan is paid-off early, the credit life insurance policy purchased through the Bank will be terminated and the refund will be deposited to the bank account/credit card from which the premium

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collection was made, according to the insurance cancellation rules. In the event of a change on the payment plan of the personal loan, the credit life insurance policy purchased through the Bank will be terminated and the refund will be deposited to the bank account/credit card from which the premium collection was made, according to the insurance cancellation rules. Upon the explicit request of the loan customer, in writing or made through the recorded data storage instruments, a new credit life insurance can be issued compatible with the changed payment plan. Additional information for each type of credit can be accessed (reached) from specific terms.

Other collaterals: Ordinary suretyship, securities and/or real estate pledge and assignment collateral may be requested from the customer depending on the loan type. Personal guarantees given by the counterparty regarding the Customer's receivables shall be deemed to be joint surety unless otherwise is specified under other laws.

Article 3- EARLY INSTALLMENT PAYMENT / INTERIM PAYMENT or EARLY PAY-OFF

The client may pay undue installments, make interim payment or pay off the loan earlier. Interest discount shall be applied for early installment payment. If the loan is paid completely earlier, remaining principal and interests accrued prior to the pay-off date and taxes thereof shall be collected and loan paid-off, thereby customer shall be deemed to terminate the loan agreement. Early payment requests must be notified to the bank. If the Bank is not informed although the money has been deposited in the account, the Bank will collect installments on due dates without early payment/pay-off due to the nature of banking systems. Should the customer make interim payment, executing a new agreement shall not be required, a new payment schedule shall be drawn up subject to the existing agreement and the customer shall make the payment as per this new payment schedule. In the case of interim payment, there is no need to execute a new agreement, and a new payment schedule shall be drawn up and dates of installment included in the payment schedule shall not be modified after the interim payment.

In case there is a value date application on the instruments taken as collateral, and you request that these transactions to be performed using such collateral balance, your loan payment or pay-off transaction is carried out after the relevant amount is transferred to your account and the loan interest continues to accrue within this period.

Article 4 - CONSEQUENCES of FAILURE to REPAY the LOAN (DEFAULT)

The client is obliged to repay the "total amount of repayment" by paying installments on due dates as per the payment schedule. The event of default shall be the case if the client fails to make loan repayments on due dates. In this case, default interest shall accrue on the principal sum within the unpaid installment. In case the client lapses into default for at least two subsequent installments, the Bank reserves its right to claim the remaining debt in full. In this event, the Bank will make a request for payment of the unpaid installments in full (acceleration of debt), granting the client a period of at least 30 days. When the loan is extended against pledge and no payment is made within 30 days, the total debt will be collected from the pledge amount and the legal proceedings will be pursued for the collection of amount remaining uncovered by the pledge, if any.

The Bank will first pursue legal proceedings both for the deferred amounts and for the whole remaining due debt, and the customer will have to bear trial expenses and attorney fees along with the aforementioned default interest.

Regarding the Bank's due receivables, the Bank is entitled to pledge and offset the customer's deposit accounts, foreign currency deposit accounts with the Bank and any other receivables. The Bank issues a written notification for the acceleration of debt to your notification address as of the debt becomes due. The notice expense can be collected from all your deposit accounts by the bank, ex-officio and/or is reflected to your account as an expense debt. If the Bank pursues legal proceedings, the notification made to the customer's address specified herein will be deemed to have been duly made. If the customer is not present at such address, the notification will still not be returned, and the relevant article of the Notification Law will be applied. Notifications submitted to the specified address will be deemed to have been duly made in case the customer fails to inform the Bank in written form regarding its change of address.

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In case of default, the Bank will collect its receivable from the pledged amount by using its offset right. Where there is more than one collateral, the Bank decides which collateral to be subject to set off, to the extent permitted by the relevant legislations. In the event that the loan debt becomes due, it may take legal action to convert the pledge, which is the bank collateral, into money and collect its receivable. If the collateral item is listed in the stock market or any other organized market, the Bank is entitled, in the event of a legal proceeding, to sell the collateral item for not less than its value in these markets and recover its receivable from the sales transaction. If the security taken as collateral is not listed in the stock exchange, capital market exchange or any other organized market, the valuation will be made based on the fairest price possible. After these transactions, the remaining amount, if any, will be returned to the person who has provided the collateral.

Article 5 - SETTLEMENT of DISPUTES

The client may submit applications regarding disputes arising from this agreement to the Consumer Arbitration Committee or may apply to the Consumer Court, provided that a mediator is consulted before filing a lawsuit in accordance with Article 73/A of the Law no. 6502 on the Protection of the Consumer. Further, meeting application requirements, they may also refer to the Arbitration Committee for Consumer Problems within the Banks Association of Türkiye.

Article 6 - OTHER PROVISIONS AND VALIDITY

- **Provider:** Title, address, telephone number and other contact information of the Bank, i.e. the Creditor, are given below.
- **Nature of the tied loan:** Nature of the loan under this agreement is not of the tied loan.
- **Contractual interest rate:** It refers to the interest rate used for the preparation of the loan payment schedule. Contractual interest rate for this loan is monthly/annually as stated above.
- **Including but not limited to the default event,** compound interest shall not be applied to loans under this agreement.
- **All items including net loan amount used for the purpose of calculating effective annual interest rate, contractual interest, loan set up fee** are separately shown in the table. Loan set up fee specified on the table, and if any, appraisal and pledge fee shall be paid by the Customer. In the event of notarial fees, such cost shall be covered by the customer.
- **Payment Schedule and Agreement:** Payment schedule is supplementary to and inseparable part of the agreement as annexed to this agreement. As of the drawdown date, the client shall be entitled to receive a copy of the loan agreement within the first year completely free of charge. A copy of the payment schedule and the agreement has been delivered to the client by hand.

In case of opening a current account linked to a loan agreement and performing transactions only in connection to the loan, no fee or commission shall be charged for this account. This account linked to the loan will be closed automatically upon the repayment of the loan, if the account is being used only for loan related transactions and if the account balance is zero and if at the same time there is no product / service connected to this account unless otherwise conveyed to our Bank by you written or via recorded data storage instruments. In the event of any circumstances preventing the account closure, it is necessary to obtain your explicit written request or a request placed via recorded data storage instruments regarding the closure of the account, the closure operation can be carried out by our Relation Managers upon your closure request.

In cases where the installment day falls on a bank holiday, the installment is automatically transferred on the first following day which is not a bank holiday.

- In the event that the monthly installment amount of loans with flexible payment plan is less than the total monthly interests, funds and taxes, an “outstanding interest balance” will arise. In loan transactions, this total outstanding interest, if any, and the taxes and funds related to it will be included to the loan balance.
- The customer undertakes to pay the capital and interest amounts to be paid pursuant to this agreement together with BITT and RUSF amounts, as well as any tax and other financial liabilities that may be required by the agreement, all possible future taxes, fees and funds, future increases and additions to the current taxes, fees and funds, as of the date they become effective and without the need for any additional notice. Amendments to BITT, RUSF or other tax liabilities taking place within the loan period will be applicable as of the effective date.

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- **Protection of Personal Data Notification:** In accordance with the Law on Protection of Personal Data, you can visit the HSBC Bank A.Ş website (<https://www.hsbc.com.tr/hsbc/personal-data-protection>) or contact the bank to get detailed information about the processing of your personal data by HSBC Bank A.Ş. to perform consumer loan transactions.
This document is signed both in English and Turkish languages and in case of a conflict between the two versions, Turkish version shall prevail.

II- SPECIFIC TERMS

Article 7- CONSUMER LOAN

Type: Consumer credit utilized to cover cash financing needs of the client.

Insurance: The name of the loan-related insurance offered with this loan is “Credit Life Insurance”. The term of the credit life insurance is the same as the maturity of the loan. Credit life insurance is valid throughout the loan maturity and is not subject to renewal. Credit life insurance, which is one of the optional policies as detailed in the General Conditions section above, cannot be issued in connection to the loan without an explicit written request or a request placed via recorded data storage instruments. The Bank must be the loss payee (pledge claimant, Dain-i Mürtehin in Turkish) in the insurance policy.

Extension of the Loan from Digital Channels: You can also use a personal loan via HSBC Internet Banking or HSBC Mobile Channels as Distance Agreements. In this case, the loan agreement will be concluded over telecommunication tool. No additional written agreement will be signed between you and our Bank. The loan will be extended based on the pre-extension notification and your approval regarding the agreement. You can access these loan documents at any time through HSBC Internet Banking or HSBC Mobile Channels. In the presence of justifiable reasons, you or our Bank may terminate the agreement at any time provided that the personal loan debt is repaid including all interests and secondaries to accrue, by giving a written notice or notifying through the recorded data register. In this case, no penalty will be applied.

Right of Withdrawal: In addition, the client has the right of withdrawal within 14 days without stating any reasons and paying any penalties. The right of withdrawal starts on the date of execution of the agreement. It will be sufficient if the notice indicating that the right of withdrawal has been exercised is submitted to the Bank within the period allowed for such withdrawal. Clients exercising their right of withdrawal must repay the principal sum together with the interest to accrue from the date of extension to the repayment of the principal sum within 30 (thirty) days, at the latest, as of the date on which the notice of withdrawal is submitted to the bank. Otherwise, the withdrawal shall be deemed invalid. In this circumstance, an event of default will occur due to the late payment of the loan installments fall in the thirty-day period after the withdrawal notification and the default interest will be charged. The interest is calculated based on contractual interest rate. The customer will not be requested of any costs other than the calculated contractual interest and expenses paid to any public institution or organization or any third party. If the entire loan debt is paid early within the right of withdrawal period, loan will be closed by using right of withdrawal without seeking notice of withdrawal.

Article 8- PERSONAL LOAN WITH DEPOSIT AND/OR SECURITY PLEDGE

Type: The consumer loan extended against pledged deposit/security to meet cash financing needs of the customer.

Insurance: Credit life insurance, which is one of the optional policies as detailed in the General Conditions section above, cannot be issued in connection to the loan without an explicit written request or a request placed via recorded data storage instruments. The Bank must be the loss payee (pledge claimant, Dain-i Mürtehin in Turkish) in the insurance policy.

Right of Withdrawal: The customer is entitled to use its right of withdrawal for the loan agreement within 14 days without stating any reasons and paying any penalties. Such term of the right of withdrawal starts on the effective date of the agreement. Submitting the notification indicating that the right of withdrawal has been exercised to the Bank within the period allowed for such withdrawal is sufficient. The customer exercising its right of withdrawal must repay the capital together with the interest to accrue between the dates of extension and the repayment of the capital, within 30 (thirty) days, at the latest, following the date on which the notice of withdrawal is submitted to the bank. Otherwise, the withdrawal will be deemed invalid and in this circumstance, an event of default will occur due to the late payment of the loan installments corresponding to the thirty-day period after the withdrawal notification and the accrual of a default interest will start. The interest will be calculated based on contractual interest rate. The customer will not be requested of any costs other than the

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contractual interest calculated and expenses paid to any public institution or organization or any third party. If the entire loan debt is paid early within the right of withdrawal period, loan will be closed by using right of withdrawal without seeking notice of withdrawal.

Pledge: The collateral of the loan is the pledge of TL or foreign currency deposits (USD, GBP, EURO, Gold) and/or securities (mutual funds, government bonds, treasury bills and Eurobond). Collateral amount is pledged to the Bank. A pledge agreement is concluded between the parties in line with this purpose.

In the event that TL or foreign currency deposit pledge is taken as the collateral of the loan, the pledged balance will be freezed by the bank in the maturity period and the customer will not be able to dispose on this amount. In the event that securities pledge is taken as the collateral of the loan, a pledge is established on behalf of the bank before the Central Securities Depository or other relevant custodian institutions pursuant to the status of the collateral.

Collateral replacement requests will be taken into consideration by the Bank upon the demand of the Customer, provided that the current accounts/possible future accounts with the Bank will remain pledged and that the request will not mean decreasing of the pledge limit. If the Bank approves the request for collateral replacement, it will release the existing pledge and place a new blockage using the collateral rates deemed suitable by the Bank over the remaining debt amount. In the event of a collateral replacement under the initiative of the bank for loans against pledge, an additional pledge agreement will be concluded or the collateral replacement will be carried out upon the instruction of the customer.

In the event of there is a value date application on the instruments taken as collateral and the amount pledged to the bank is transferred to your checking account for collateral replacement or loan pay-off/payment purposes, the customer will not have the right to dispose of such amount since there is a bank pledge on that amount. The standard commission tariff of our bank will be applied to buying/selling transactions for the securities that are/will be pledged depending on changes in collaterals, regulation of collateral rates or loan pay-off,

In the event that any collateral deficit occurs due to the decrease in the values of the securities taken as collateral because of market conditions, the amount of deficient collateral may be requested to be completed by the Customer within a maximum of five working days based on the notification to be made by the Bank. In the event that the collateral deficit is not eliminated, the Bank may suggest the Customer to pay-off the loan. A deposit pledge in the amount of TRY.-100 will be taken during the extension of a loan against security pledge, and no additional pledge agreement will be concluded for this transaction; this article shall deemed as a pledge agreement.

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 down the following in hand writing
"I have received a copy of the agreement and
payment schedule by hand."**

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BAILMENT AGREEMENT GUARANTOR:

Please write down exactly the following in hand writing: “(Bailment amount must be written both in figure and words.)

"I stand a guarantor for the above mentioned loan up to TRY(with number).....(in writing)(up to the amount of repayment)."

Date of Guarantee: ____/____/____

Name/Surname: _____

Guarantor's signature

CONSENT of the GUARANTOR'S SPOUSE

"I hereby give my assent to my spouse to stand a guarantor for the above mentioned loan up to TRY (with number).....(in writing)(up to the amount of repayment)."

Consent Declaration Date: ____/____/____

Name/Surname: _____

Guarantor's Spouse
Signature