



CONSUMER LOAN AGREEMENT

Type of Loan : Fixed Rate TL Consumer Loan

This Consumer Loan Agreement ("Agreement") has been concluded on behalf of Odea Bank A.Ş. ("**Bank**") by and between Odea Bank A.Ş. Branch and ("**Client**") in accordance with the following provisions:

1. Definitions

In this Agreement;

The Bank/Lender: Odea Bank A.Ş. with Central Registration System Number 0-6340-4219-7300010, registered before the Istanbul Trade Registry Office under the number 812115, with headquarters domiciled at the address Esentepe Mahallesi Büyükdere Caddesi No:199/119 34394 Şişli/İstanbul, with the official website www.odeabank.com.tr and the telephone number of which is 444 8 444.

Loan Intermediary: The institution specified in the repayment schedule that intermediates the disbursement of the loan,

Client: The person or persons bearing the title of consumer who utilizes consumer loan from the Bank under this Agreement,

Guarantor: Each person who signs this Agreement as in the capacity of the guarantor.

Loan Amount: The total amount extended to the Client under this Agreement and specified in the payment schedule,

Term of the Agreement: The period specified in the payment schedule,

Monthly Contractual Interest Rate: The monthly contractual interest rate specified in the payment schedule,

Annual Contractual Interest Rate: The annual contractual interest rate specified in the payment schedule,

Credit Limit: The maximum amount that can be paid to the Client in accordance with this agreement,

Default Interest Rate: The default interest rate specified in the payment schedule,



Installment Date: Each date shown in the payment schedule as the date when the installments become payable,

Payment Schedule: The document, which is an annex to and an integral part of this Agreement, showing the total amount and date of the repayment of the Loan together with the principal amount, interest, funds, taxes, duties, fees, commissions, costs and monetary obligations, etc.,

Early Payment: The Client's payment of the entire amount owed to the Bank or any amount, but not less than one installment amount, before its due date,

BITT: Banking and Insurance Transactions Tax,

RUSF: The Resource Utilization Support Fund,

Fees to be requested: The fees and charges specified in the payment schedule,

Law on the Protection of the Consumer: Shall refer to the Law on the Protection of the Consumer dated 28/11/2013 and numbered 6502.

2. Pre-Contractual Information Form and Allocation of the Loan

2.1. The Client represents that they have been informed about the provisions of this Agreement issued after the Bank has given them the Pre-Contractual Information Form and that they have signed this Agreement with their free will.

With this Agreement, the Client hereby agrees and represents that they have obtained a consumer loan from the Bank with a principal amount of TL and a maturity of months, and the Bank agrees and represents that the loan amount will be paid to the Client's account at the Bank, contractual interest will be charged on the loan at the rate of % per annum, % per month, and the effective annual interest rate / annual cost rate of the loan will be %. The total amount and cost rate of the Client's debts arising from all kinds of interest, expenses and all taxes arising from the loan have been shown in the payment schedule.

2.2. The Client represents that they will not use the consumer loan to be disbursed to their side under this Agreement for professional or commercial purposes. In the case it is determined that the Client uses this loan for professional or commercial purposes, the Bank shall have the right to forthwith terminate this Agreement by serving a notice in written form or through a permanent data storage device or to apply the provisions applicable to commercial loans to the loan disbursed under this Agreement.

2.3. This Loan has been disbursed pursuant to the Client's declaration that they will not use the Loan for professional or commercial purposes, but has not been extended for the purchase of any specific goods or services. The Client shall be free to purchase all kinds of goods and services that can be purchased by "Consumers" as defined in the Law on the Protection of Consumers and permitted by the laws and regulations



of the Republic of Türkiye. In this respect, the Bank shall not direct the Client to purchase a specific good or service using this loan.

2.4. The Client shall personally be responsible for the repayment of the Loan. Any disputes that may arise between the Client and the vendor /provider regarding the goods or services purchased by the Client shall not preclude the repayment of the Loan.

2.5. The Client shall be obliged to submit all kinds of documents, undertakings and any other documents that the Bank may request in accordance with the rule of good faith during the disbursement, continuation and liquidation stages of the Loan.

2.6. The Client shall have the right to receive a copy of the contract free of charge for the first year after the date of conclusion of the contract.

2.7. In the case the Loan under this Agreement is utilized jointly by more than one person, references to the "Client" shall refer to each borrower of the Loan, and in this sense, the Client shall be a plural expression indicating all borrowers of the Loan. Each borrower (the Client) who utilizes the Loan under this Agreement shall be jointly and severally liable for the entire amount of the Loan as shown in the Payment Schedule which is an annex to and an integral part of this Agreement. The Bank may, if it wishes, demand the entire amount of the Loan debt from a single joint and several borrower or from all or some of the Loan borrowers. The Bank shall also be free, but not obliged, to collect a part of the Loan debt from a certain Loan borrower and the remaining amount from other Loan borrowers.

2.8. Provided that it is permitted by the legislation in force, requested by the Client and accepted by the Bank, if the loan is extended as a foreign currency indexed loan, it shall be extended in terms of TL over the Turkish Lira equivalent to be calculated at the effective buying rate applied by the Bank for such foreign currency on the date of disbursement. In this case, a payment schedule in terms of foreign currency shall be issued and attached to the agreement. Repayments of the foreign currency indexed loan shall be calculated as the Turkish Lira provision equivalent at the Effective Selling Rate applied by the Bank for such foreign currency for the payment date on the date shown on the payment schedule.

The Client and the Guarantor(s) agree and undertake to make a payment to the Bank on the same day of each installment payment where the exchange rate on the date of collection is higher than the loan disbursement rate, the amount of the exchange rate difference between the exchange rate on the date of collection and the disbursement rate and the amount of RUSF and BITT arising from the multiplication of these amounts by the principal amount in the relevant installment amounts.

3. Collaterals

3.1. The disbursed Loan shall be extended to the Client on condition that all requested collaterals have been established, registered and the relevant documents have been delivered to the Bank. If, despite the disbursement of the Loan, the collaterals are not established and the conditions required by the Bank for the disbursement of this Loan and notified to the Client are not met, the Client shall pay all expenses incurred by the Bank for the disbursement of this Loan, even if they have not used the Loan. Payment of the disbursed



Loan to the Client's account, blocking it until the collaterals are provided, but not being able to extend it because the collaterals and other conditions are not met shall not prevent the Client from paying these costs.

In the event that collateral is requested from the Client within the scope of this Agreement, the personal collaterals received against the Client's performances shall be deemed as ordinary suretyship under any name. Personal collaterals granted in relation to the receivables of the Client shall be deemed as joint and several guarantees unless otherwise provided by other laws.

3.2. Bank's Right of Pledge

The amounts in the Client's time deposit, demand deposit, TL or foreign currency accounts at the Bank's head office and all branches, and the amounts to be credited to these accounts in the future, transfers received in favor of the Client, the amounts of cheques or promissory notes given for collection, mutual funds, government domestic debt securities and all other rights and receivables, if permitted by the legislation, shall be pledged in the name of the Bank as a collateral for all kinds of debts arising from the Loan. The Bank shall have the right of set-off on these receivables. The Bank may collect its receivables by using its rights of seizure, clearing and set-off without any further notice for the collection of all debts arising from the Loan, including all kinds of expenses, taxes, insurance premiums if it is decided that an insurance is to be issued, and any other debts of the Client. In the event that the Client owes other debts to the Bank other than the Loan, including account operating fees, the Bank shall be authorized to set off the amounts in these accounts against any of its receivables unless the Client specifies which debt the money deposited in the accounts will be used to make a payment. The Client is aware of the fact that if the Bank uses the amounts in the accounts primarily for the collection of another receivable and therefore the amounts in the accounts are below the Installment amount, the Client shall be deemed to have gone into default in the payment of the relevant Installment.

3.3. Surety

The Bank may extend the Loan in addition to other collaterals or only against a suretyship. The persons who have signed this Agreement in the capacity of sureties shall be liable for the principal amount of the Loan shown in the payment schedule, as well as the contractual interest, default interest as explained in this Agreement, the sum of all kinds of taxes, duties, fees required to be paid due to the Loan and this Agreement, and the judicial and prosecution expenses and attorney's fees that may arise if the Bank initiates legal proceedings due to this Loan debt, provided that they do not exceed the maximum amount of the suretyship. In case there is more than one surety, all sureties shall jointly and severally be liable for all of the aforementioned debts. All of the provisions of this Agreement shall also be valid for and apply to the Surety(ies). Article 7.5 of this Agreement shall apply in case of a change in the payment schedule. Since a Guarantor is available for the collateral of the Consumer Loan, the Bank cannot apply to the Guarantor without applying to the principal debtor. The Guarantor(s) agree and represent that they are responsible for the interest accrued on the Loan together with the interest accrued on the Loan and that they are responsible not only for the part of such interest accrued during a certain period but also for the interest accrued until the complete liquidation of the Loan. In the case the Bank makes an installment plan for or restructures the outstanding Loan debt, the liability of the guarantor(s) shall continue as it is; the guarantor(s) may not claim that their situation has aggravated in such cases and cannot be released from the debt. In case there is more than one guarantor, the Bank may apply to all of the guarantors together or to the guarantor of its choice for the entire debt.



The Bank shall have the right to exercise its rights against the Client set forth in Article 8 of the Agreement for the Guarantor(s) in relation to the deposit accounts and/or overdraft accounts of the Guarantor(s). In addition, the Guarantor(s) agrees and undertakes that any and all obligations of the Client to the Bank shall be fulfilled by their side as well. In the event that a collateral is given by a natural person, these provisions shall also apply to other personal collaterals given by natural persons. The surety given by a natural person under this agreement shall be valid for a period of 10 (ten) years from the date of signature or until the loan has been fully paid and closed.

3.4. Transfer of Mortgage, Pledge and Receivables

The Client may have their immovable property, motor vehicles, deposits, gold, securities, capital market instruments including securities pledged or transfer a receivable to the Bank as the collateral for the loan to be obtained from the Bank under this Agreement. In the event of pledging these, the provisions of this agreement shall also apply in addition to the provisions of the pledge agreements to be signed. A pledge record shall be entered in the traffic registry of pledged motor vehicles upon the Bank's request. In the case the Client and the Guarantor(s) fail to fulfill their obligations arising from this agreement within the framework of the rules stated in this agreement, the Client and the Guarantors hereby agree, represent and undertake in advance that the Bank may initiate legal proceedings for these guarantees.

The Client and the Guarantor(s) hereby represent, agree and undertake to provide the Bank with additional collateral such as movable, immovable or any other kind of collateral as may be stipulated by the Bank for the collateral deficit arising within 10 (ten) days following the date of notification, if the Client has been notified that the collateral has become insufficient to cover the debt arising from this agreement. The Bank shall be free to accept or reject the Client's requests for the return of a portion of the collaterals as long as the Bank has any receivables under any name.

3.5. Other Collaterals

The Bank may, at the sole discretion of the Bank, request other collaterals prior to the establishment of the Loan; the agreements and documents required by these collaterals shall be signed respectively. In addition to the collaterals requested from the Client as of the date of the establishment and disbursement of the Loan, the Bank may request sureties, mortgages on real estate(s), pledges, assignment of receivables and other collaterals after the date of disbursement of the Loan for reasons such as the Client's insolvency or loss of value of the collaterals received. The fact that additional collaterals have not been requested before or on the date of conclusion of this Agreement shall not eliminate the Bank's right to request additional collaterals on the dates subsequent to the conclusion of this Agreement.

4. Annual Contractual Interest, Default Interest and Effective Annual Interest Rate / Annual Cost Rate

4.1. The annual contractual interest rate and effective annual interest rate / annual cost rate to be applied to the Loan will be shown in the payment schedule, which is an integral part to this Agreement. In addition, the effective annual interest rate / annual cost rate of the Loan will be stated in the payment schedule. Monthly and annual contractual interest will be accrued on the loan at the rates specified in the payment schedule. In case of default in the loan payments, the default interest rate specified in the payment schedule will be accrued and the provisions regarding default interest shall apply.



4.2. In the event that the Client fails to pay its debts arising from the Loan in whole or in part on the due dates specified in the Payment Schedule (on the days specified in Article 7.3 of this Agreement if such due dates coincide with weekends or public holidays) and defaults, the Client shall pay the default interest, funds, taxes and other charges specified in the Payment Schedule from the date of default. Compound interest shall not be applied in any transaction performed within the framework of this loan agreement, including in case of default.

4.3. Calculation of Effective Annual Interest Rate / Annual Cost Rate

The effective annual interest rate/annual cost rate is the rate showing the cost of the loan to be borne the client, calculated by taking into account the costs charged in the payment schedule for the loan. For example, the effective annual interest rate / annual cost ratio for a loan of TL 10,000 with a maturity of 12 months, a monthly interest rate of 1.55%, a loan allocation fee of five per thousand and a monthly installment amount of TL 941.97 is 27.2315% shall be charged. The effective annual interest rate calculation includes the Loan Allocation Fee, RUSF and BITT, and excludes the Credit Life Insurance premium.

5. The Bank's Liability and Limits of Liability in a Tied Loan Agreement

In the event that the Bank issues a consumer loan exclusively for the financing of a contract for the supply of a particular good or service, and the loan agreement and the contract of sale objectively constitute an economic union, the loan in question is considered as a "subordinated loan". In the event that the Bank extends a subordinated loan to the Client, the Bank shall be jointly and severally liable to the Client together with the vendor or provider within the scope of the Law on the Protection of Consumers and the relevant legislation if the goods subject to the loan are not delivered at all or on time or if the goods or services are defective. The Bank's liability shall arise in the event that the Client exercises the right to rescind the sales contract or request a reduction in the price against the vendor or provider. In the event that the Client exercises the right to reduce the price, the subordinated loan shall be reduced at this rate and the payment schedule shall be changed accordingly. In the event that the Client exercises the right to withdraw from the sales contract, the vendor, the supplier and the Bank shall be jointly and severally liable for the return of the payment made until that day. However, the Bank's liability shall be 1 (one) year from the date of delivery of the goods or performance of the service specified in the sales contract or the subordinated loan agreement in cases where the goods are not delivered or the service is not performed, and from the date of delivery of the goods or performance of the service in cases where the goods are delivered or the service is performed, limited to the amount of the subordinated loan extended to the Client.

In the case of any goods and/or services purchased under the subsidiary loan agreement, the type and price of the goods and/or services are stated below.

<p>Goods/Service Information:</p> <p>Vendor/Provider Information:</p>
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Loans extended by the Bank by paying the price of the goods or services determined by the Client itself without a contract between the Bank and the vendor or provider for the supply of a specific good or service shall not be deemed as subordinated loans.

6. Right of Withdrawal

The Client shall have the right to withdraw from the contract within 14 (fourteen) days from the date of signature of this Agreement without any justification and without any penal clause.

The Client shall serve a written notification of exercise of the right of withdrawal to the Bank's branches within the right of withdrawal period.

Within 30 (thirty) days after the Client sends the withdrawal notification to the Bank, the Client shall be obliged to pay the principal amount and the interest accrued from the date of utilization of the loan until the date of repayment of the principal amount, calculated at the interest rate applied to the loan and the RUSF and BITT calculated on this amount. If these payments are not made in full within this period, the Client shall be deemed not to have withdrawn from this agreement.

7. Total Debt Amount, Repayment and Maturity

7.1. The principal amount of the debt arising from the Loan is shown in the Payment Schedule which is an integral part of this Agreement. The distribution of the total debt arising from the Loan in terms of principal, interest and other expenses is also presented in the Payment Schedule.

7.2. The Parties have agreed that the Bank shall be authorized to set off the partial payments to be made by the Client first against the costs, commissions and interest in accordance with Article 100 of the Turkish Code of Obligations and then against the principal amount.

7.3. The repayment of the Loan shall be made on the maturities shown in the Payment Schedule. If the payment date coincides with a weekend (Saturday, Sunday) or a public holiday (administrative holidays are not considered as public holidays), the payment shall be made on the first business day following the weekend or the public holiday.

7.4. Each installment of the Loan shall automatically become due and payable on the date shown in the Payment Schedule, or on the days specified in Article 7.3 if such date falls on a weekend or a public holiday, without any further notice in accordance with Article 117/2 of the Turkish Code of Obligations No. 6098. Failure of the Client to make payment on the specified days shall result in default.

7.5. The Client and the Bank may, by mutual agreement, decide to change the repayment term, the amount of installments, interest and other similar features. This change may be possible only if the parties sign a new payment schedule; the signing of this new payment schedule does not mean that the Loan is renewed or a new loan is disbursed; the change of the payment schedule does not require the signing of a new loan agreement, the references to the Payment Schedule in this Agreement shall apply to the new payment



schedule in the same manner, and the arrangements regarding the payment methods shown in the old payment schedule shall automatically cease to be effective.

7.6. Where permitted by the legislation, when the loan under this Agreement is extended as a foreign currency indexed loan, it shall be extended in TL calculated at the Effective Buying Rate applied by the Bank for that foreign currency on the date of disbursement. The repayments of the foreign currency indexed loan shall be made in TL equivalent calculated over the Effective Selling rate applied by the Bank for that foreign currency on the dates and amounts shown in the payment schedule.

8. Authorization of the Bank to Collect from the Client's Account at the Bank

8.1. Within the scope of this Agreement, on the due date of each installment shown in the payment schedule, the relevant installment amount may be collected from the Client's account(s) with the Bank without a separate instruction from the Client. In the event that there is no sufficient balance in the account(s) on the due date and an overdraft limit has been defined to the Client, the Bank is authorized to collect from the overdraft limit without any further instruction from the Client, except for the instruction given under this Agreement. The fact that one of the installments has not been collected as described shall not mean that the other installments will not be collected from the account or the overdraft limit.

8.2. In the case an account is opened in relation to the loan agreement and only transactions related to the loan are made from this account, no fees or charges will be charged under any name related to this account. In the absence of a written request to the contrary by the Client, a client instruction regarding the account or a transaction indicating that the client wishes to use the account, the loan account shall be closed upon payment of the loan. The Client may close the loan account provided that they fulfill all their debts and obligations to the Bank and act in accordance with the legislation in force.

9. Early Payment

9.1 Any payment made at least one day before the due dates shown for each Installment in the payment schedule corresponding to all or part of the outstanding Loan debt is an "early payment". However, unless the entire Loan debt is settled by early payment, the Client's making an early payment/interim payment does not mean that no payment will be made in the maturities following the early payment. In case the Client makes an early payment, unless otherwise agreed in writing by the parties, the repayment term of the Loan will not change and the early payment will be reflected in the Installment amounts. Thus, while the date and number of installments to be paid for each Installment will remain the same, the amount of each installment to be paid will change.

9.2. In case of early payment, the Bank shall collect the Loan debt as follows:

9.2.1. If the Client wishes to pay the outstanding Loan debt in full on any Installment payment date shown in the Payment Schedule, the Bank shall collect the principal amount of the remaining installment amounts after the payment of that Installment amount and any interest, taxes, fees and similar legal obligations, if any, not collected until that date.



9.2.2. In the event that the Client wishes to pay off the Loan debt by early payment between two installment dates, the amount of contractual interest accruing on the principal stipulated to be paid between the date of the last installment paid in accordance with the payment schedule and the early payment date, the principal debt within the remaining installment amounts as of the date of the last paid installment and the interest not collected until that date, if any, and taxes, fees and similar legal obligations shall be collected.

9.2.3. In the event that the Client wishes to make an early payment after the Client has defaulted in the payment of any installment, the balance remaining after the amount(s) of the defaulted installment(s) and the default interest accrued thereon and any other taxes, funds, public obligations and expenses are collected from the amount to be paid shall be subject to early payment.

9.2.4. For the loans where all or part of the interest is collected from the Client in advance, in case of early repayment of the entire loan, the necessary interest shall be refunded at the contractual interest rate based on the date and amount of early payment.

9.2.5. If the Client pays any amount before the due date, but not less than the amount of one installment included in the payment schedule, it shall be deemed as an early payment. In the event that the Client makes an interim payment, the Client shall be charged the interest to be calculated on the remaining principal debt by taking into account the contractual interest rate and the number of days from the date of the previous installment until the payment and the taxes, fees and similar legal obligations to be calculated over the interest. The remaining part other than this amount collected shall be deducted from the principal debt. In this case, a new installment amount and payment schedule is created without changing the remaining number of installments and payment dates.

9.3. In the event of early payment of one or more installments by the Client, a discount shall be made on the principal amount included in the amount of the early paid installment by the amount of interest to be calculated by taking into account the contractual interest rate and the number of days paid early, the sum of the public liabilities to be calculated over the interest and the amount of the fee.

9.4. The Bank is authorized to offset the prepaid amount first against uncollected interest and charges and then against the principal amount.

9.5. Default by the Client in the payment of any one or more Installments and the payment of all or part of such defaulted amounts to the Bank collectively after their due dates shall not be deemed as prepayment.

10. Legal Consequences of Default

10.1. As explained in Article 7.4 of the Agreement, in the case the Client goes into default in the payment of at least two consecutive Installments shown in the Payment Schedule, the Bank shall be entitled to demand the entire remaining Loan debt. Due to the non-payment of two consecutive Installments, all remaining Installments shall also become due and payable and the Bank shall give a notice of default and demand payment of the outstanding debt within a period of 30 (thirty) days.

10.2. In the event that the Client goes into default in partial or full payment of any installment shown in the payment schedule or fails to pay taxes, charges, other debts under any name whatsoever arising out of this



Agreement on due date, the Client shall be in default and the Bank may, without any further notice to the Client, exercise its right of set-off over the receivables and any other collaterals that the Bank shall be entitled with the right of pledge pursuant to Article 3 of this Agreement. If there is less than the Installment amount in the Client's accounts on the installment payment date, the Bank may decide to partially collect/not collect the installment amount based on the pledge and settlement rights from the Client's accounts with the Bank. In such a case, if the Bank decides to partially collect the Installment amount, the Bank shall charge default interest on the uncollected portion of the Installment amount until the actual collection date. The Bank shall be authorized to set off the amounts collected from the Client's account(s) with the Bank for the unpaid Installment(s) in accordance with Article 100 of the Turkish Code of Obligations No. 6098, starting with the first Installment in default.

10.3 The Bank's acceptance of the payment of the defaulted Installment(s) does not mean that the debt is renewed or postponed. The Bank's acceptance of the payment of any Installment(s) after its due date does not mean that the Bank tacitly agrees that the payments in the following maturities may also be delayed and that payments will be made outside the maturities shown in the payment schedule.

10.4. In case of non-payment of the Loan debt, the Bank shall notify the CBRT and other authorized institutions.

10.5. In the case the consumer goes into default, the Bank may demand from the consumer the total amount of taxes, fees and similar legal obligations to be calculated over the interest to be calculated by taking into account the delay interest rate and the number of days of late payment over the principal amount included in the late payment amount. When calculating the late payment interest, the date on which the consumer makes the payment shall be taken as the basis.

11. Insurance

11.1. The Client agrees that he/she shall take out life insurance if the Bank deems it necessary as collateral and at a price and on terms and conditions deemed appropriate by the Bank, that he/she shall name the Bank as the beneficiary of this life insurance and deliver the relevant policy to the Bank, and that in the event of his/her death, the amount remaining after deducting the outstanding Loan debt from the compensation to be paid as a result of the aforementioned insurance shall be paid to his/her heirs. The Client agrees, represents and undertakes to renew the insurance policy until the loan debt has been completely liquidated and to ensure that the Bank is included in the renewed insurance policy as a loss payee, and if for any reason the Bank fails to renew the insurance policy, the Bank may have the Client renew the insurance policy by proxy and collect the costs and premium debts from the Client with priority. However, insurance cannot be taken out in relation to the loan without the express request of the Client in writing or with a permanent data storage device. Insurance services may also be obtained from a provider other than the lender.

11.2. The Client agrees, represents and undertakes to take out personal accident insurance if deemed necessary by the Bank as a guarantee, to renew the insurance until the Loan debt has been completely liquidated and to ensure that the Bank is included as the loss payee in the relevant insurance policy; if the Bank fails to renew the insurance policy, the Bank may have the Client renew the insurance policy by proxy and collect the costs and premium debts from the Client in priority.



11.3. In the event that the Client fails to take out the insurances specified in this Article or fails to submit the policies to the Bank, the Bank shall be free to disburse or not to disburse this Loan.

11.4. In the event that the client prefers and accepts the insured loan offer, the information on the loan-related insurance to be utilized will be provided below:

Insurance Information:

Insurance Name	Insurance Company	Policy Number	Insurance Period	Whether the Insurance is Renewable or not

12. Fees, Commissions, Taxes and Charges

12.1. As of the date of conclusion of this Agreement, the Client shall be obliged to pay all fees, taxes, duties, charges, commissions and all other expenses that will accrue as a result of the conclusion of the Agreement or the allocation of the Loan, BITT, RUSF and fees, taxes, duties, fees, commissions and all other expenses clearly stated in the payment schedule attached to this Agreement. In addition, the Client agrees to cover the notary public expenses for the transactions that must be carried out through a notary public within the scope of this Agreement.

12.2. The Client shall pay to the Bank the costs (including notary public costs) of each notice and notification to be sent by the Bank due to the installments not paid on due date and the costs of court and execution proceedings, taxes, duties and fees and attorney's fees to be incurred by the Bank for the protection and execution of the Bank's rights arising from this Agreement, provided that they are in accordance with the legislation in force.

12.3. The Bank may collect the fees, commissions, taxes or expenses that it notifies to the Client under the Agreement and that it may collect within the scope of legislation in force from the Client's accounts with the Bank.

13. Termination of the Loan Agreement for a Just Cause

The Bank may terminate the loan agreement and refuse to pay the loan if the loan has not been paid or demand immediate return of the entire principal amount if the loan has been paid, if justified reasons arise other than the Client's default in the payment of two consecutive installments. Reasons such as the Client's failure to take out the insurances specified in Articles 11.1. and 11.2. of the Agreement or failure to provide the collaterals requested by the Bank or significant depreciation of the collaterals or the Client's behaviors that are clearly contrary to the Banking Legislation shall be considered as just causes.

14. Transfer and Assignment of Receivables

The Bank may transfer its rights and receivables arising from this Agreement or the Loan to third parties without the need to obtain the consent of the Client.



15. Evidential Contract

In the disputes arising out of this Agreement between the Bank and the Client, all books, documents, computer, audio, video, log and system records and/or printouts and microfilms of the Bank, including the instructions transmitted by the Client via electronic communication tools such as registered e-mail, fax, telephone, etc. as received by the Bank, shall constitute conclusive evidence within the scope of Article 193 of the Code of Civil Procedure and shall be binding.

16. Legal Residence

The Client represents and agrees that the address written next to their name and signature in this Agreement is their legal residence for all notifications to be served to their side by the Bank. Notifications served to this address shall be deemed to have been served personally to the Client. The Client agrees and represents that they will be obliged to notify the Bank immediately and in written form of any change in this address and if they fail to notify the Bank of any change of address in accordance with the Agreement, any notification to be served by the Bank to their former address shall be deemed valid.

In the case the notification cannot be served to the addresses specified in the Agreement, the Bank shall be free to notify the Client's addresses registered with public institutions and organizations and the Credit Registry Bureau. Any notification served to one of the communication addresses in the Bank's records and/or to the Client's addresses registered in the Credit Registry Bureau and public institutions and organizations shall be deemed to have been served to the Client and shall arise all legal consequences even if the Client has not been personally notified.

17. Applicable Provisions and Competent Court

From the establishment of the Loan Agreement until its complete liquidation, this Agreement shall be governed by Turkish laws, regulations, instructions given by the competent authorities. In the absence of any explanation in the legislation and in the absence of an instruction given by the competent authorities, the provisions of the Bank's internal legislation and banking customs shall apply to this Agreement. Any dispute arising out of this Agreement shall be resolved before the authorized consumer courts, arbitration committees and execution offices designated by the Law. The consumer may also apply to the Individual Consumer Arbitration Committee established within the Banks Association.

18. Amendment to the Legislation

In the case it is necessary to pay taxes, funds, other expenses that are not current on the date of conclusion of the Agreement due to changes in the laws and other legislation of the Republic of Türkiye, the Client shall be obliged to pay all such amounts.

19. Provision of Information by the Bank to Relevant Persons and Institutions about the Client



The Client consents to the Bank's disclosure of information regarding his/her accounts with the Bank and information regarding the Loan and other information to legally authorized authorities, persons and organizations, the company(ies) which is a shareholder of the Bank and its subsidiaries and affiliates, companies insuring the goods pledged/encumbered to the Bank due to the Loan.

This Consumer Loan Agreement shall enter into force on the date of signature and shall remain in force until the Loan debt is fully liquidated; the Agreement shall terminate upon full payment of all taxes, commissions and expenses of the Loan debt. Even if one or more of the provisions contained in the Agreement are invalidated by the laws or courts of the Republic of Türkiye, this Agreement shall remain in full force and effect and the provisions not invalidated shall apply. This Agreement has been read in its entirety by the parties and signed on the date set out below and a copy has been delivered to the Client.

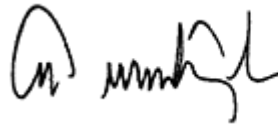

******In the case the Client's loan request is rejected, the Bank will notify the Client immediately and free of charge. ******

In cases where there are no provisions in this Agreement, the provisions of the Retail Banking Services Agreement signed by the Client that do not contradict this Agreement shall be applicable.

CLIENT'S DECLARATION

I hereby represent, agree and undertake that all terms and provisions of this Consumer Loan Agreement and its annexes, which I have signed with your Bank, have been mutually negotiated with my side and that all terms and provisions of the Agreement are clear and understandable and that I have signed the Agreement knowing my rights and obligations arising from the Agreement.

Client's declaration and **signature** that a copy of the agreement has been received by hand:

Client:	Odea Bank A.Ş.
Date: ... / ... /	Cem Muratoğlu Özel Bankacılık Genel Müdür Yardımcısı
Signature:	Gürcan Kırmızı Bireysel Bankacılık Genel Müdür Yardımcısı
	 



GUARANTOR'S DECLARATION

I hereby represent, agree and undertake that all terms and provisions of this Consumer Loan Agreement that I have signed with your Bank have been mutually negotiated with my side and that all terms and provisions of the Agreement are clear and understandable and that I have signed this Agreement knowing my rights and obligations arising from the Agreement. I hereby represent and agree that I have received a copy of this Agreement and its annexes.

Guarantor (1) Name, Surname :

Address:

Maximum amount which the guarantor is liable for (to be written in the guarantor's handwriting)

Date of Guarantee: ... / ... / (to be written in the guarantor's handwriting)

Signature :

Guarantor (2) Name, Surname :

Address:

Maximum amount which the guarantor is liable for (to be written in the guarantor's handwriting)

Date of Guarantee: ... / ... / (to be written in the guarantor's handwriting)

Signature :

ANNEX-1: Payment Schedule

ANNEX-2: Information Form and Undertaking on the Relevant Use of Consumer Loan



**ANNEX-2: Information Form and Undertaking on the Relevant
Use of Consumer Loan**

I have been informed that I will not use the consumer loan extended by your bank for

- a) the foreign exchange and precious metal purchase transactions,
- b) the investments in time deposits, repos, stocks, etc. to generate financial returns,
- c) the settlement of other outstanding credit risks to banks and non-bank financial institutions,
- d) cash withdrawal requests above reasonable levels,
- e) the transfers abroad to another bank or intermediary institution without a reasonable justification that is tangible and consistent with the purpose of the support, except for the payment of imports identified on valid documents and in accordance with the legislation
- f) the removal of funds into crypto-assets or outside the formal banking/capital markets system

- In this context, I hereby represent and undertake that I will use the loan extended to my side by your Bank in accordance with its purpose, that I will not use it for the purposes stated above, that I will not carry out transactions contrary to the purpose of the relevant loan directly from the branch or via internet/telephone banking or other alternative banking channels, that I agree and undertake that I will provide your Bank with all kinds of information and documents related to the purpose of use of the loan if requested by your Bank/legal institutions regarding all the loans I have been disbursed or will be disbursed.

Client:

Date:

Signature: