

## **QARD (EXTENSION OF FUNDS) CONTRACT CUSTOMER INFORMATION FORM**

This Information Form has been created for information of customers in line with the BRSA Communiqué<sup>1</sup>.

### **1. Contract Type: Qard (Consumption Loan)**

### **2. Key Features of Contract:**

Qard refers to a consumption loan, and means lending funds or fungible goods without claiming any excess amounts in return.

In case of conclusion of a lending contract, the lender (bank) may claim the repayment of the loan at any time, unless a payment term is determined by the parties.

It is not appropriate for the lender (bank) to seek from the borrower goods in excess or interest in return other than the amount borrowed within the period determined just because of the loan it has provided.

### **3. Compliance of the Product or Service with the Interest-Free Banking Principles and Standards**

The legitimacy of conclusion of a lending contract is based on the key principles of the Islamic law. Transactions performed by participation banks in this connection comply with the interest-free banking principles and standards.

### **4. Position of the Customer under the Contract:**

In case of lending contract, the participation bank is in the position of creditor (the party providing consumption loan), whereas the customer is in the position of borrower.

### **5. Process and Operation:**

The Customer sends its fund request to the participation bank. The participation bank allocates a limit to the customer. Once the request is deemed appropriate, loan amount shall be paid to the customer provided that it will be repaid within the repayment term in line with the customer's request.

In case of inflationist environments, it may be agreed in a lending contract concluded on the basis of funds that the inflation difference prevailing on the payment due date will be added to the amount lent at the time of repayment.

### **6. Rights and Obligations Imposed by the Contract on the Parties:**

The participation bank does not claim any return from its customers within the scope of lending transactions. (Claiming an inflation difference in line with the principles of interest-free banking principles and standards shall not be considered as returns).

Expenses to arise in relation to the lending transaction shall be borne by the borrower (customer).

### **7. Bank Application in case of Late Payment:**

It is in line with the interest-free financing principles to add a provision to the contract stating that a delay penalty shall be collected by the participation bank in the event that the debts are not paid on the dates determined; however the participation bank and customers may not benefit from these amounts collected as delay penalty. These amounts collected shall be classified according to the Uniform Chart of Accounts, and be used in line with the interest-free banking principles and standards.

### **8. Corporate Website Address where the Customer Can Get Further Information on the Products and Services:**

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<sup>1</sup> Communiqué on the Principles and Procedures Governing the Information of Customers and the Public in line with the Interest-Free Banking Principles and Standards issued by the Banking Regulation and Supervision Agency (BRSA) and published in the Official Gazette dated 30 November 2021 and numbered 31675

For more information and consent certificates related to our products and services, please visit our Bank's website at [www.turkiyefinans.com.tr](http://www.turkiyefinans.com.tr)

Information Form Delivery Date: ... / ... /.....

**Name and Last Name/Trade Name of the Customer:** .....

**Turkish Identity Number/Tax Identity Number:** .....

(Information may be provided either face to face or via remote communication means/in the electronic environment/by remote communication, and in case of face-to-face information, you will need to write the following on the form in your handwriting: "**Verbal and written information has been provided to me, and my declaration of will has been obtained**".)

**Stamp/Signature:**