

## **WAKALAH/INVESTMENT AGENCY (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:** Wakalah (Investment Agency)

**2. Key Features of Contract:**

Investment agency is the authorization by a natural or legal person of a third party in order for such party to manage and add value to the relevant person's share capital either in return for a fee or free of charge.

Contracts of investment agency should specify the parties, the subject of the contact and involve the parties' declaration of will (proposal-acceptance). Investment agency is a contract that is binding for both parties.

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

Musharakah is an agency contract, and its legitimacy is based on the key principles of the Islamic law. Thus, it is in line with the interest-free banking principles and standards to extend funds in order for such funds to be used for operations deemed legitimate in line with the Islamic principles on the basis of the relevant contract.

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

In case of investment agency transactions, the participation bank, which is the capital owner, is in the position of principal, whereas the customer authorized for making use of the capital is in the position of investment agent.

**5. Process and Operation:**

The Customer sends its request for using investment agency funds to the participation bank. The participation bank allocates a limit to the customer. Then, the participation bank requests an "Investment Plan" from its customer in order to process the requests deemed appropriate. Once the issues set forth in the Investment Plan are examined and accepted by the participation bank, the participation bank notifies the customer of the estimated profits and maturity date. If the customer agrees on such issues, an Investment Agency Framework Agreement, and an Investment Agreement, which will be annexed to the relevant agreement, shall be concluded. Once the funds are extended, the customer shall make use of the amount of the funds provided without exceeding the limits of its power by means of procedures and transactions that are legitimate in terms of Islamic law, and tries to provide the participation bank with the profit it has undertaken on the due date.

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

The participation bank shall be obliged to transfer the amount of the funds to the customer's account, whereas the customer shall be obliged to exert due care expected of a prudent merchant. The customer agrees, declares and undertakes to perform its payment obligations against the participation bank in line with the payment schedule created specifically for the investment agency.

In the event that the estimated profit cannot be achieved by the end of the maturity period or in case damages are incurred, the participation bank shall be entitled to claim the amounts it will determine under the agreement from the customer in line with the interest-free banking principles and standards.

If an agency fee has been agreed by and between the participation bank and the agent, the amount of the agency fee and its payment time shall be determined in the Investment Agreement.

---

<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

**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:**

For more information and consent certificates related to our products and services, please visit our Bank's website [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:**