

SECURITY PRODUCTS AGREEMENT

I- PARTIES

This Agreement sets forth utilisation conditions regarding SECURITY PRODUCTS, used by CLIENTs, that receive Internet Banking services from the BANK, for Internet Banking security. This Agreement is made between the BANK and the CLIENT and shall be in effect together with Individual and/or Commercial CLIENT Agreement and/or Internet Banking Agreement, signed between the CLIENT and the BANK.

II- DEFINITIONS

OTP TOKEN : means the hardware that looks like a key ring which provides CLIENTs two-tier security when benefiting from Internet Banking services and is for a single use, which generates a password composed of eight digits.

Each "OTP TOKEN" is produced specially for CLIENT and gives passwords, composed of eight digits, for a single use. Password generated for a single use, can not be used by the CLIENT himself/herself or by another CLIENT and the OTP TOKEN is guaranteed for two years together with its hardware and software against all defects arising from production.

Services Provided By Alternative Distribution Channels Out Of Branch: means Internet Banking and/or the services provided or to be provided by the BANK through electronic environments.

OTP MOBILE: means the software, which provides CLIENTs two-tier security when benefiting from Internet Banking services and is for a single use, which generates a password composed of eight digits and that can be loaded onto mobile phones compatible with java system.

Each "OTP MOBILE" is produced specially for CLIENT and gives passwords, composed of eight digits, for a single use. Password generated for a single use, can not be used for a second time by the CLIENT himself/herself or by another CLIENT.

OTP SMS: means the system which, when benefiting from Internet Banking services, provides approval of relevant transaction by the password, composed of five digits and which is for a single use, sent to the Mobile Phone where the GSM line, registered in the name of the CLIENT and declared to BANK by CLIENT, is used and means all kinds of software, that provide operation of this system and hardware provided to CLIENT.

Each "OTP SMS" is produced specially for CLIENT and gives passwords, composed of eight digits, for a single use. Password generated for a single use, can not be used for a second time by the CLIENT himself/herself or by an other CLIENT. Utilisation period of this password shall be for the period determined by the BANK, beginning from the time when CLIENT strikes the key for approval of transaction.

BANK : means Yapı ve Kredi Bankası A.Ş.

CLIENT: means CLIENT of the BANK who wants to use Internet Banking SECURITY PRODUCT.

III- OTP TOKEN

1. All intellectual and industrial property rights regarding OTP TOKEN, belong to the BANK. Provisions of this Agreement shall be applied in the transactions to be made by CLIENT by using OTP TOKEN and in determining utilisation procedures of OTP TOKEN and the responsibilities and liabilities that shall arise from the use OTP TOKEN.

2. BANK shall be authorised to unilaterally determine the scope of services to be performed by using OTP TOKEN, to regulate and amend utilisation conditions of OTP TOKEN, to set additional conditions for use of OTP TOKEN on the basis of specific transactions and to cease use of OTP TOKEN partially or fully, when it deems appropriate. CLIENT accepts that, upon demand of the BANK, he/she shall immediately deliver back the Smart Card Hardware, all kinds of intellectual and industrial property rights of which belong to BANK, that if he/she fails to do so, the price thereof shall automatically be collected from his/her accounts with the BANK.

3. CLIENT accepts that he/she shall keep the OTP TOKEN and the password to be formed by him/her by using OTP TOKEN, as confidential and not let use of them by third parties by any means and that the transactions made by using OTP TOKEN, are made by himself/herself. CLIENT shall be liable to take all kinds of measures to prevent loss of OTP TOKEN and/or the password generated by using OTP TOKEN and possession of them by persons with bad faith. CLIENT accepts that, in case he/she loses the possession of the OTP TOKEN, as hardware or as software loaded onto his/her mobile phone, and/or the password available to make transactions by OTP TOKEN, for any reason without his/her will, he/she shall immediately declare this situation to BANK through the phone no. 444 0 444 and that he/she shall personally be liable for all kinds of losses and damages that occurred prior to declaration. CLIENT accepts and declares that, for security reasons, the BANK shall be authorised to unilaterally amend the tools that provide to reach the account, such as the user code to be given to him/her at any time and to cease use of them partially or completely.

4. OTP TOKEN is produced and delivered specially for the CLIENT. Upon death of CLIENT, the right to use OTP TOKEN shall expire. BANK shall have no liability for transactions to be made by third parties by using OTP TOKEN after death of the CLIENT.

CLIENT accepts that the BANK shall have the right of pledge, deduction and set off on the accounts of CLIENT for the losses suffered by the BANK due to use of OTP TOKEN in breach of the agreement.

5. CLIENT accepts that he/she shall provide all kinds of information and documents demanded by the BANK for production of OTP TOKEN, arranged specially for him/her and that such information and documents shall be accurate. CLIENT accepts that, in case of any change in such information, he/she shall immediately inform the BANK about the change in writing and that he/she shall be liable for all kinds of losses that may arise due to inaccuracy of the information or due to his/her failure to declare the changes to the BANK in writing.

6. CLIENT accepts in advance that, when making transactions by OTP TOKEN, he/she shall comply with the principles and rules declared by the BANK to him/her and with Security Rules of the BANK and procedural steps. BANK shall be authorised to amend these rules and procedural steps at any time, when it deems appropriate.

7. In order to have a OTP TOKEN, one must be the client of the BANK and must be an Internet Banking user and must sign relevant agreement and the annexes thereof. However, the BANK shall have the right to evaluate the applications and even if this agreement is accepted and/or signed by CLIENT, it shall have the right to reject OTP TOKEN application without declaring any reason.

8. CLIENT may apply a BANK's branch in writing at any time he/she deems appropriate and may cease the use of OTP TOKEN. BANK shall determine the procedures regarding closing and return of OTP TOKEN, depending on whether it is hardware or software. In cases where OTP TOKEN is hardware, in order to close it for use, hardware must be returned and the price thereof must be paid. CLIENT shall be liable for transactions made by OTP TOKEN, which is not duly returned and closed for use and/or which is not declared to BANK according to provisions of this agreement although the possession thereof is lost without his/her will and/or it is gone out of order.

9. CLIENT shall be liable to declare OTP TOKENS (as software or hardware), which do not function properly, which are broken down and/or defected, to BANK immediately through the phone no. 444 0 444 and have them cancelled. BANK shall have no liability for transactions that can not be realised completely or properly due to defected OTP TOKEN. CLIENT accepts that he/she shall not demand any compensation, under any name, from the BANK for transactions he/she is not able to realise properly due to such defect.

10. OTP TOKEN is guaranteed for two years from production date for defects arising from production. If OTP TOKEN goes out of order within the guarantee period and within the scope of the guarantee, OTP TOKEN shall be changed with a new one free of charge.

11. CLIENT, that wants to benefit from services provided through internet and/or electronic environments by using OTP TOKEN, shall personally be liable for fulfilment of preconditions required for provision of these services and in transactions that give rise to financial consequences, for providing the sufficiency of account balance. BANK shall not be liable for execution of transactions made and instructions given by using OTP TOKEN, by CLIENT, that fails to fulfil necessary preconditions and in monetary transactions, whose account balance is not sufficient.

12. All kinds of intellectual and industrial property rights regarding OTP TOKEN belong to the BANK and the right of utilisation, under terms and conditions determined by the BANK, is given to the CLIENT. BANK shall have the right to demand fee for OTP TOKEN, utilisation right of which is conveyed by it, to demand deposit and to demand additional fee, in case a new one is demanded due to loss, theft and defects arising from misconduct of CLIENT.

IV- OTP SMS

1. All kinds of intellectual and industrial property rights of OTP SMS, belong to the BANK. CLIENT accepts that he/she acknowledges intellectual and industrial property rights of the BANK and he/she shall protect commercial secret, copyright, know-how and proprietary rights regarding OTP SMS and he/she shall not transfer them to third parties unless specially permitted by law and that, in case the OTP SMS system is cancelled for any reason, he/she shall return all software and hardware, if any, kept by him/her, back to the BANK.

2. In transactions to be made by the CLIENT by OTP SMS and for determining utilisation procedures of OTP SMS and the responsibilities and liabilities, that shall arise from the use of OTP SMS, provisions of the Individual and/or Commercial CLIENT Agreement, signed by the CLIENT and the provisions of this Agreement, shall be applied jointly, to the extent they are not contradictory to each other.

3. BANK shall be authorised to unilaterally determine Banking services to be realised by using OTP SMS, to add general or particular new conditions to the conditions, set for benefiting from these services, to amend the conditions unilaterally, to cease these services partially or completely, to recommence or delay them. BANK shall decide, at its

own discretion, the GSM Operator through which it shall conduct OTP SMS services and whether it shall accept GSM lines of other operator/s to the system or not.

4. BANK shall exclusively be authorised to arrange and change utilisation conditions of OTP SMS, to set additional conditions for the use of OTP SMS on the basis of particular transactions and to stop, suspend, cancel use of OTP SMS by the CLIENT partially or completely at any time it deems appropriate.

5. OTP SMS system operates by sending password to mobile phone, by which the GSM line, declared by the CLIENT to the BANK, is used. Therefore, CLIENT accepts and undertakes that he/she shall keep the password sent to Mobile Phone, to which OTP SMS is defined, as confidential and in a secure manner and he/she shall not let acquisition and/or use of it by third parties by any means, that the password sent to Mobile Phone is received by him/her personally and the transactions, made by OTP SMS password, are made by him/her personally, that he/she personally be liable for all kinds of legal consequences, whether positive or negative, of the transactions made by OTP SMS password.

6. CLIENT shall be liable to take all kinds of measures to prevent acquisition, by third parties, of the password sent to his/her mobile phone by OTP SMS. CLIENT accepts that, in case he/she loses the possession of the GSM line, through which his/her password is sent, and/or it is closed for use permanently or temporarily for any reason or is transferred to third parties, it is located for the use of third parties permanently or temporarily or if the no. of GSM line is changed, he/she shall immediately declare this situation to BANK through the phone no. 444 0 444 and that he/she shall personally be liable for all kinds of losses and damages that occurred prior to declaration. CLIENT accepts and declares that, for security reasons, the BANK shall be authorised to unilaterally amend the tools that provide to reach the account, such as the user code to be given to him/her at any time and to cease use of them partially or completely.

7. OTP SMS is sent to private and personal GSM number of the CLIENT, registered in BANK's system. In case the CLIENT dies and/or the GSM line/number, for which OTP SMS is defined, is closed for use permanently for any reason, the line is cancelled, the line is transferred to a third party or the line is not registered in the name of CLIENT and it is determined that the CLIENT acts in breach of the provisions of this undertaking or the Individual or Commercial CLIENT Agreement, to which this undertaking constitutes an annex, or all kinds of agreements and undertakings, signed by him/her with the BANK; BANK shall be authorised to cancel OTP SMS at its sole discretion. BANK shall not be liable for transactions to be made by third parties by using OTP SMS after occurrence of any of above mentioned situations.

CLIENT accepts that the BANK shall have the right of pledge, deduction and set off on the accounts of CLIENT for the losses suffered by the BANK due to use of OTP SMS in breach of this undertaking.

8. CLIENT accepts that he/she shall provide all kinds of information and documents demanded by the BANK for use and allocation of OTP SMS and that these information and documents are accurate. CLIENT accepts that, in case of any change in such information, he/she shall immediately inform the BANK about the change in writing and that he/she shall be liable for all kinds of losses that may arise due to inaccuracy of the information or due to his/her failure to declare the changes to the BANK in writing.

9. CLIENT accepts in advance that, when making transactions by OTP SMS, he/she shall comply with the principles and rules declared by the BANK to him/her and with Security Rules of the Bank and procedural steps and that in addition to provisions set forth in this undertaking, provisions regarding password in Individual and/or Commercial Client Agreement and/or Internet Banking Agreement, shall exactly be valid. BANK shall be

authorised to amend Security Rules and procedural steps at any time, when it deems appropriate.

10. In order to use OTP SMS, one must be the client of the BANK and must be an Internet Banking user and must sign relevant agreement and the annexes thereof. However, the BANK shall have the right to evaluate OTP SMS applications and even if this undertaking is accepted and/or signed by CLIENT, it shall have the right to reject OTP SMS application without declaring any reason.

11. CLIENT may cease use of OTP SMS at any time he/she deems appropriate by calling 444 0 444. CLIENT accepts and undertakes that he/she shall have it closed according to the procedure set by the BANK, that he/she shall not have the GSM line, registered in BANK's system and for which OTP SMS system is defined, be closed without declaring this to the BANK or transfer it to third parties or shall not leave it for the use of third parties by any means or if his/her number changes, he/she shall declare this to the BANK, that otherwise he/she shall personally be liable for all transactions realised by OTP SMS through the GSM line registered in the system.

12. CLIENT shall be liable to follow the transaction, made by using OTP SMS, until it is completed. BANK shall have no liability for transactions that can not be completed due to failure to deliver or late delivery of OTP SMS password to BANK's system. CLIENT accepts that he/she shall not demand compensation from the BANK, under any name, for the transactions he/she is not able to realise completely or duly due to delays or failures that shall occur in the BANK's system, in the system of GSM operator and/or other communication systems which provides communication directly or indirectly, satellite connections and link lines or for losses that shall arise due to security violations arising from GSM Operator or other communication systems that provide communication directly or indirectly, by any means and due to all kinds of delays and failures.

13. CLIENT, that wants to benefit from services provided through internet and/or electronic environments by using OTP SMS, shall personally be liable for fulfilment of preconditions required for provision of these services and for providing the sufficiency of account balances. BANK shall not be liable for execution of transactions made and instructions given by using OTP SMS, by the CLIENT, that fails to fulfil necessary preconditions and whose account balance is not sufficient.

14. All kinds of intellectual and industrial property rights regarding OTP SMS, belong to BANK and utilisation right is given to CLIENT under the terms and conditions to be determined by the BANK. BANK shall have the right to determine, at its own discretion, the fees for SMS sent to CLIENT by OTP SMS and to demand them from the CLIENT.

V- OTP MOBILE

1. All intellectual and industrial property rights regarding OTP MOBILE, belong to the BANK. Related provisions of Retail and/or Commercial CLIENT Agreement and/or Internet Banking Agreement, signed by the CLIENT and provisions of this Agreement shall be applied in the transactions to be made by CLIENT by using OTP MOBILE and in determining utilisation procedures of OTP TOKEN and the responsibilities and liabilities that shall arise from the use OTP MOBILE.

2. BANK shall be authorised to unilaterally determine the scope of services to be performed by using OTP MOBILE, to regulate and amend utilisation conditions of OTP MOBILE, to set additional conditions for use of OTP MOBILE on the basis of specific transactions and to cease use of OTP MOBILE partially or fully, when it deems appropriate. CLIENT accepts that, upon demand of the BANK, he/she shall immediately deliver back the OTP MOBILE software, all kinds of intellectual and industrial property

rights of which belong to BANK, that if he/she fails to do so, the price thereof shall automatically be collected from his/her accounts with the BANK.

3. CLIENT accepts that he/she shall keep the OTP MOBILE and the password to be formed by him/her by using OTP MOBILE, as confidential and not let use of them by third parties by any means and that the transactions made by using OTP MOBILE, are made by himself/herself. CLIENT shall be liable to take all kinds of measures to prevent loss of OTP MOBILE and/or the password generated by using OTP MOBILE and possession of them by persons with bad faith. CLIENT accepts that, in case he/she loses the possession of the OTP MOBILE, as hardware or as software loaded onto his/her mobile phone, and/or his/her password available to make transactions by OTP MOBILE, for any reason without his/her will, he/she shall immediately declare this situation to BANK through the phone no. 444 0 444 and that he/she shall personally be liable for all kinds of losses and damages that occurred prior to declaration. CLIENT accepts and declares that, for security reasons, the BANK shall be authorised to unilaterally amend the tools that provide to reach the account, such as the user code to be given to him/her at any time and to cease use of them partially or completely.

4. OTP MOBILE is produced and delivered specially for the CLIENT. Upon death of CLIENT, the right to use OTP MOBILE shall expire. BANK shall have no liability for transactions to be made by third parties by using OTP MOBILE after death of the CLIENT.

CLIENT accepts that the BANK shall have the right of pledge, deduction and set off on the accounts of CLIENT for the losses suffered by the BANK due to use of OTP MOBILE in breach of the agreement.

5. CLIENT accepts that he/she shall provide all kinds of information and documents demanded by the BANK for production of OTP MOBILE, arranged specially for him/her and that such information and documents shall be accurate. CLIENT accepts that, in case of any change in such information, he/she shall immediately inform the BANK about the change in writing and that he/she shall be liable for all kinds of losses that may arise due to inaccuracy of the information or due to his/her failure to declare the changes to the BANK in writing.

6. CLIENT accepts in advance that, when making transactions by OTP MOBILE, he/she shall comply with the principles and rules declared by the BANK to him/her and with Security Rules of the BANK and procedural steps. BANK shall be authorised to amend these rules and procedural steps at any time, when it deems appropriate.

7. In order to have a OTP MOBILE, one must be the client of the BANK and must be an Internet Banking user and must sign relevant agreement and the annexes thereof. However, the BANK shall have the right to evaluate the applications and even if this agreement is accepted and/or signed by CLIENT, it shall have the right to reject OTP MOBILE application without declaring any reason.

8. CLIENT may apply a BANK's branch in writing at any time he/she deems appropriate and may cease the use of OTP MOBILE. BANK shall determine the procedures regarding closing and return of OTP TOKEN, at its own discretion. CLIENT shall be liable for transactions made by OTP MOBILE, which is not duly returned and closed for use and/or which is not declared to BANK according to provisions of this agreement although the possession thereof is lost without his/her will and/or it is gone out of order.

9. CLIENT shall be liable to declare OTP MOBILEs (as software), which do not function properly in any way, to BANK immediately through the phone no. 444 0 444 and have them cancelled. BANK shall have no liability for transactions that can not be realised completely or properly due to defected OTP MOBILE. CLIENT accepts that he/she shall

not demand any compensation, under any name, from the BANK for transactions he/she is not able to realise properly due to such defect.

10. OTP MOBILE is guaranteed for two years from production date for defects arising from production. If OTP MOBILE goes out of order within the guarantee period and within the scope of the guarantee, OTP MOBILE shall be changed with a new one free of charge.

11. CLIENT, that wants to benefit from services provided through internet and/or electronic environments by using OTP MOBILE, shall personally be liable for fulfilment of preconditions required for provision of these services and in transactions that give rise to financial consequences, for providing the sufficiency of account balance. BANK shall not be liable for execution of transactions made and instructions given by using OTP MOBILE, by CLIENT, that fails to fulfil necessary preconditions and in monetary transactions, whose account balance is not sufficient.

12. All kinds of intellectual and industrial property rights regarding OTP MOBILE belong to the BANK and utilisation right is given to CLIENT under terms and conditions to be determined by the BANK. BANK shall have the right to demand fee for OTP MOBILE for once, to demand deposit for utilisation and to demand additional fee, in case a new one is demanded due to loss, theft and defects arising from misconduct of CLIENT.

VI- GENERAL PROVISIONS

1. CLIENT accepts, declares and undertakes that costs, account operating fee, other fees or commissions, at the rates and in the amounts, determined by the BANK and to be announced/declared in the future for OTP TOKEN, OTP MOBILE, OTP SMS and other SECURITY PRODUCTS services, within the scope of General banking practices and account statement fees to be determined by the Bank and excise tax and stamp tax thereof shall be paid at the time of transaction, shall be paid at the time of transaction and that if he/she fails to pay them, BANK may debit them any of his/her accounts as it deems appropriate and/or may demand payment of them immediately. CLIENT accepts and undertakes that, as the BANK announces the amounts of these costs, fees and commissions at its branches, it shall increase or decrease them as it deems appropriate without making any notice, that he/she waives all rights of objection or defend against these changes, that in case tax, fund rates are increased or new taxes, fund deductions are imposed, he/she shall pay them on the dates on which they are charged.

2. Unless the collection type is declared by CLIENT to the BANK by a written instruction, BANK shall be authorised to collect the determined amount by debiting it, upon its own discretion, to demand deposit accounts of CLIENT with the BANK or to BANK credit card account.

Courier fee, for sending OTP TOKEN to abroad, shall be under the liability of CLIENT. This fee may be taken from the CLIENT at the time of delivery by courier or the BANK shall be authorised to collect this fee by debiting to demand deposit accounts of the CLIENT with the BANK or to credit card account of the BANK, at its sole discretion.

3. Security products, to be presented by the BANK in the future for Banking transactions to be provided through Internet Banking, shall also be subject the provisions of this agreement.

GENERAL PROVISIONS

1. All kinds of intellectual and industrial property rights regarding OTP TOKEN, OTP MOBILE, OTP SMS and all kinds of SECURITY PRODUCTS to be provided by the BANK in

the future, belong to the BANK. Provisions of this Agreement shall be applied for determining the transactions to be made by CLIENT by using OTP TOKEN, OTP MOBILE, OTP SMS and other SECURITY PRODUCTS and their utilisation procedures and the responsibilities and liabilities that shall arise from the utilisation thereof.

2. BANK shall be authorised to unilaterally determine the scope of services to be performed by using OTP TOKEN, OTP MOBILE, OTP SMS and other SECURITY PRODUCTS; to regulate and amend utilisation conditions thereof, to set additional conditions for use of them on the basis of specific transactions and to cease use of them partially or fully, when it deems appropriate. CLIENT accepts that, upon demand of the BANK, he/she shall immediately deliver back the Smart Card and other SECURITY PRODUCTS hardware, all kinds of intellectual and industrial property rights of which belong to BANK, that if he/she fails to do so, the price thereof shall automatically be collected from his/her accounts with the BANK.

3. CLIENT accepts that he/she shall keep his/her passwords as confidential and not let use of them by third parties by any means and that the transactions made by using OTP TOKEN, OTP MOBILE, OTP SMS and other SECURITY PRODUCTS, are made by himself/herself. CLIENT shall be liable to take all kinds of measures to prevent loss of his/her passwords and the hardware and possession of them by persons with bad faith. CLIENT accepts that, in case he/she loses the possession of hardware or his/her password, available to make transactions, for any reason without his/her will, he/she shall immediately declare this situation to BANK through the phone no. 444 0 444 and that he/she shall personally be liable for all kinds of losses and damages that occurred prior to declaration. CLIENT accepts and declares that, for security reasons, the BANK shall be authorised to unilaterally amend the tools that provide to reach the account, such as the user code to be given to him/her at any time and to cease use of them partially or completely.

4. OTP TOKEN is produced and delivered specially for the CLIENT. Upon death of CLIENT, the right to use OTP TOKEN shall expire. BANK shall have no liability for transactions to be made by third parties by using OTP TOKEN after death of the CLIENT.

CLIENT accepts that the BANK shall have the right of pledge, deduction and set off on the accounts of CLIENT for the losses suffered by the BANK due to use of OTP TOKEN in breach of the agreement.