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## **DHB NET BANKING CONDITIONS**

### **Article 1. Definitions and general provisions**

**1.1.** The following definitions shall apply for the purposes of the present Conditions.

- a) **“Uniform Bank Rules”** (Uniform Bank Rules): DHB Bank's General Conditions whose text is deposited with the Secretariat of Amsterdam Regional Court by the Union of Banks.
- b) **“Digipass”**: Hardware adjusted security tool to be delivered by DHB Bank to the Customer. In addition to its other features, Digipass ensures identification of the Customer and DHB Bank to ensure secure communication between them in order to guarantee the authenticity of the communication between the Customer and DHB Bank.
- c) **“Customer”**: Person(s) that will conclude an agreement (agreements) with DHB Bank collectively or individually.
- d) **“Contract”**: Agreement to be concluded between DHB Bank and the Customer containing the terms and conditions of the services to be rendered by DHB Bank to the Customer.
- e) **“DHB Bank”**: Demir-Halk Bank (Nederland) N.V.
- f) **“DHB Net Banking User's Guide/Operation Manual”**: User's Guide/Operation Manual for DHB Net Banking Site and DHB Net Banking System to be made available by DHB Bank to the Customer.
- g) **“DHB Net Banking Site”**: Access to DHB Net Banking System via DHB Bank's web site.
- h) **“DHB Net Banking Conditions”**: The DHB Net Banking Conditions in question.
- i) **“DHB Net Banking System”**: The (computer) system by which access is provided to the Customer by DHB Bank through DHB Net Banking Site for 7/24 service to the customer.
- j) **“Specific Product Conditions”**: The conditions of the contract between Customer and DHB Bank relating to the presence of special accounts with DHB Bank where the services to be provided by DHB Bank to the Customer are set out in addition to the DHB Netbanking Conditions and General Banking Conditions that are in force.

- k) **“Service(s)”**: Banking service(s) to be provided by DHB Bank to the Customer for access to the DHB Net Banking System through the DHB Net Banking Site.
- l) **“Activation Code”**: A single-use code to activate Digipass and to be replaced later by a personal code to be determined by the Customer.
- m) **“Response Code”**: A code that one can obtain again every time through Digipass following instructions that will appear through a log-in in the DHB Netbanking Site with username and password or other eventual operations.
- n) **“Username”, “Password”, “Response Code” (collectively “Entry Codes”)**: Codes, consisting of Username, Password and Response Code, that will be reused every time for verification by the Bank of the identity obtained by the Customer through DHB Net Banking System after all requirements have been satisfied through the DHB Banking Site.
- o) **“Instruction (s)”**: Instruction(s) equipped with the required Entry Codes given by the Customer to DHB Bank through the DHB Banking Site to allow it to agree with the contract and to carry out the commercial transactions.

**1.2.** In the performance of the service(s) by DHB Bank as set out in the Contract through DHB Net Banking Site, DHB Net Banking Conditions, Specific Product Conditions as declared valid in the Contract and the General Bank Conditions shall apply. DHB Net Banking Conditions are applicable. These can from time to time be changed, adapted, reviewed or additions can be made thereto.

**1.3.** In the event of conflict between the Contract, DHB Net Banking Conditions, Specific Product Conditions and/or General Bank Conditions, the provisions of the Contract shall prevail. Otherwise, DHB Net Banking Conditions shall prevail over Specific Product Conditions which shall prevail, in turn, over General Banking Conditions.

**1.4.** If according to a given provision (provisions) of the Contract the DHB Net Banking Conditions, Specific Product Conditions or General Bank Conditions are deemed to be invalid and/or unenforceable, the remaining provisions shall remain unaffected and such invalid and/or unenforceable provisions shall be replaced with valid and enforceable provisions ensuring that the purpose of the original provisions is followed to the extent possible.

## **Article 2. Intellectual Property Rights**

**2.1.** DHB Bank gives the Customer nonexclusive and non-transferable rights of Digipass subject to the conditions set out under Digipass. The Customer is not entitled to modify and/or adapt Digipass.

**2.2.** The Customer hereby acknowledges to be informed on all rights on Digipass including intellectual property rights and on the DHB Bank operations and other eventual supporting tools under the Contract provided by DHB Bank to the customer, except those based on DHB Bank and/or its suppliers.

**2.3.** If the Customer obtains these rights ignoring the conditions mentioned in the previous clause, the Customer shall transfer all such rights to DHB Bank or to DHB Bank's suppliers and the Customer shall prepare (cause to be prepared) all required documents and carry out (cause to be carried out) all other operations required for such transactions.

**2.4.** If the Customer is assigned as a party in a legal action on the grounds that intellectual property rights of third parties on Digipass have been infringed, DHB Bank shall keep the Customer unharmed against all indemnities payable to such third parties through an amicable settlement or a firm court judgement including all reasonable costs (including all costs eligible for legal aid) provided that the Customer informs DHB Bank immediately of such actual or similar action in writing and declares not to assume any responsibilities and refrains from reaching any settlement with any third parties without notice and leaves the handling of the action entirely to DHB Bank. In this context, the Customer shall prepare required documents and provide DHB Bank with a power of attorney to allow it to file objections in favour of the Customer in the conduct of the legal action and also issue, if need be, a power of attorney to a lawyer to be designated by DHB Bank and to provide any information and any form of cooperation as required by DHB Bank. DHB Bank shall be entitled to receive all indemnifications and court expenses charged on the adverse party in such a legal action.

**2.5.** If a competent judge or arbiter establishes or it is established in the context of a settlement implementation that Digipass infringes an intellectual property right of a third party or if DHB Bank reasonably believes that such a possibility exists, then DHB Bank shall put into action the following, depending on its choice and on its own account:

- (i) Ensure that the Customer's right to use Digipass continues;
- (ii) Replace it with or adapt it to another programming or equipment that has substantially the same functionalities as Digipass.

**2.6.** If DHB Bank has not carried out what is mentioned in Article 2.5 sub-paragraph (i) and (ii) above within 30 days after the completion of all required operations and transactions under reasonable conditions and either party notifies the other in writing

of its immediately terminating the Contract, they will not be deemed to be unsuccessful and shall not be held responsible under this clause of the Contract.

**2.7.** If the breach is related to amendments to and/or adaptations, improvements and developments in Digipass without prior written permission given by or on behalf of DHB Bank, then DHB Bank shall not be held responsible under Article 2.5 subparagraph (i) and (ii) and shall not have to discharge.

### **Article 3. Procedure for access through DHB Net Banking Site**

**3.1.** The Customer is under an obligation to comply with the DHB Bank operation rules and notices provided to him.

**3.2.** Access codes are strictly personal and the Customer is under an obligation to keep them confidential. The Customer is under an obligation to use access codes in a confidential manner and shall take utmost care when using them. The Customer shall bring all practices relating to the confidentiality of such access codes. The Customer shall strictly abide by the security instructions set out in DHB Net Banking Conditions, Specific Product Conditions and DHB Net Banking Operations.

**3.3.** If the Customer finds out or suspects that a username and/or password and/or codes of his have been acquired by third parties as determined by the security instructions set out in DHB Net Banking Conditions, Specific Product Conditions and/or DHB Net Banking Operations or if Digipass has been stolen or taken possession of by unauthorized people or lost by the Customer or if the Customer seriously suspects that this card has been breached in another way or has found out that it has been breached, then the Customer shall be under an obligation to inform DHB Bank immediately by calling the phone number indicated in DHB Net Banking User's Guide. Such call must be carried out as soon as possible and must be confirmed to DHB Bank in writing with 2 days.

**3.4.** DHB shall take reasonable measures to ensure that no access shall be provided to DHB Banking System through such Entry Codes as notified by virtue of clause 3.3. The Customer shall be personally responsible for all loss and damage that has occurred before the informing of DHB Bank in writing of the unauthorized use, misuse or incorrect use of Entry Codes.

#### **Article 4. – Personal Life Place and Privacy**

DHB Bank considers all personal information that it has received from the Customer as confidential information. Such information shall be processed to the extent permitted by the law and for the predetermined purposes. The Code of Conduct, as amended from time to time, that can be obtained from the Dutch Union of Banks, shall apply.

#### **Article 5. Deferment / Termination of Access to DHB Net Banking System**

**5.1.** DHB Bank shall be entitled at all times to change or defer access to the DHB Net Banking System through DHB Net Banking Site or to terminate it especially when breakdowns occur, or for the purpose of carrying out maintenance operations or in the event of security incidents.

**5.2.** DHB Bank shall inform the Customer of any changing, deferring or terminating operations relating to the access. The Customer shall not be entitled to claim any indemnities for loss and damage on the grounds of the changing, deferring or terminating of the use.

#### **Article 6. Instructions**

**6.1.** Any instructions given by the Customer to DHB Bank pursuant to the rights under the Contract shall be fulfilled by DHB Net Banking Site. DHB Bank shall not accept instructions from the Customer received by DHB Bank through DHB Bank's general e-mail address. DHB Bank shall not be responsible for any loss or damage arising howsoever from the Customer's use of DHB Bank's general e-mail address.

**6.2.** The Customer shall be responsible for the accuracy and completeness of the instructions the Customer has given and for the account numbers and, if beneficiary names have also been provided, matching / association of the account numbers with beneficiaries. DHB Bank may ignore such instructions and act as required. DHB Bank shall not be obliged to confirm the accuracy of the data provided for the tasks.

**6.3.** (DHB Bank) shall define the instructions, whether received by DHB Bank through the DHB Bank Net Banking Site or from the Customer, defined through entry codes, as instructions from the Customer and consider them binding on the Customer and these shall have the value of (a document) having equivalent status and value as that of a written instruction given by the customer and bearing a valid legal signature. Accordingly, DHB Bank shall not be obliged to warn the Customer beforehand about the accuracy of the instructions including the authorisation, content and other matters.

**6.4.** If the Instructions are erroneous, incomplete, inaccurate or unlawful, DHB Bank shall by no means be responsible for them. DHB Bank does not give any consent for the execution of any instruction in any one of the events listed below and shall not be held responsible for any such events:

- a.** If the instruction in question is thought to be or risks to be, in the opinion of DHB Bank, erroneous, incomplete, inaccurate or unlawful in form or in content
- b.** If the execution of any operations pursuant to such instructions violates any law or regulation and/or any measure or policy issued by the government, a regulatory authority, a fiscal or monetary authority or any other organ or entity of the Customer or DHB Bank, whether included in these or not.

If DHB Bank cannot execute an instruction due to such an issue relating to form or content, DHB Bank shall immediately inform the Customer to the extent the circumstances permit it.

**6.5** DHB Bank shall make every effort to perform the instructions, the contract, DHB Net Banking Conditions, Specific Product Conditions and General Bank Conditions (if possible) received by the DHB Net Banking System through the DHB Net Banking Site at the date the instruction is delivered. DHB Bank shall determine the specific time intervals during which the Instructions are to be received by DHB Bank through the DHB Net Banking Site. If an instruction has been delivered late, then DHB Bank shall do its best to execute it within a reasonable span of time to the extent possible. DHB Bank shall not be held responsible for any eventual delays on the part of the receiving Bank. Instructions given by DHB Net Banking Site are irrevocable.

**6.6.** DHB Bank is authorized to limit or fix limits for the instructions to be given by the DHB Net Banking System to DHB Bank.

**6.7.** The foregoing shall not preclude DHB Bank's right not to execute the instructions if the state of the account does not allow such execution or if such execution has been hindered or interrupted by a seizure against the customer or other similar situation. If the instructions to be received by DHB Bank from the Customer are to be received by a party other than DHB Net Banking Site or any other medium agreed by DHB Bank and Customer, such instructions shall also be executed as the others.

## **Article 7. DHB Net Banking Site Access Use Expenses**

Access to the DHB Net Banking System through DHB Net Banking Site is free of charge. Eventual phone and Internet server costs shall be borne by the Customer. In addition, DHB Bank shall be entitled to charge the Customer any cost of the Services it will provide and interest and/or provisions. A given price shall be collected from the Customer for the Digipass equipment made available to the Customer.

## **Article 8. DHB Net Banking Service Desk**

**8.1.** DHB Bank shall keep available a service accessible by phone for questions from the Customer regarding DHB Net Banking Site or DHB Net Banking System. The cost of the customer's telephone communication with the service desk shall be borne by the customer.

**8.2.** Any aid and/or advice provided by the service desk shall be properly executed. Unless it is proved that it was caused by DHB Bank's wilful act or error, DHB Bank shall not be responsible for any loss or damage arising as a consequence of advice provided by DHB Bank.

## **Article 9. Inclusion of third parties**

Subject to the imperative provisions in force, DHB Bank shall be entitled make choices and use regarding all responsibilities arising from the provision of the services or from the DHB Bank contract, DHB Banking Conditions, Specific Product Conditions and General Bank Conditions, in addition to the operations carried out for the execution of the instructions, all systems, data transfer and transfer of money required for communication with intermediaries, deliverers and other third parties and for (electronic) communication.

## **Article 10. Confidentiality of Data**

**10.1.** DHB Bank shall take all customary and required measures to ensure the confidentiality of data and information relating to the Customer that should not be disclosed to the public. The Customer shall provide all data and information for communication, subject to the imperative provisions in force, to DHB Bank, correspondents, intermediaries, clearing institutions and other third parties and connected with or relating to the execution of the Instructions, provision of the Services and the Contract, the DHB Net Banking Conditions, Specific Product Conditions and General Banking Conditions.

**10.2.** The Customer hereby declares that it shall keep all information provided to be used in certificate, software, DHB Net Banking operations or as support for the Customer provided for other tools or received by the Customer under strictly confidential conditions and undertakes not to disclose such information, in part or in whole, to any third parties subject to the provisions of paragraph 3 of the present article.

**10.3.** The Customer and DHB Bank may disclose the information mentioned in paragraphs 1 and 2 above to the following entities and persons:

- a.** If it is required under laws or instructions that concerns DHB Bank or are in force or if a legal procedure requires such disclosure or if a court judgement requires such disclosure.
- b.** If the laws or instructions in force permit it or the government or the loan registration organs or entities or authorities issuing the instructions approve such disclosure.
- c.** It can be disclosed to its own professional advisors subject to the confidentiality obligation and if it is accepted that it is only for legal purposes.

**10.4.** The provisions of the present article shall remain in force even after the termination of the contract.

## **Article 11. Liability**

**11.1.** DHB Bank shall endeavour to ensure full and secure use DHB Net Banking Site and DHB Net Banking System. If DHB Bank fails to fulfil its obligations under the Contract, DHB Net Banking Conditions, Specific Product Conditions and/or General Bank Conditions or fulfil them with a delay for a reason reasonably outside the control of DHB Bank, this shall not affect the Contract, the DHB Net Banking Conditions, Specific Product Conditions or General Bank Conditions and shall not be construed as non-fulfilment or late fulfilment of responsibilities under the Contract, DHB Net Banking Conditions, Specific Product Conditions or General Bank Conditions. This includes legal impediments, emergency situations, government action or actions of civil or military entities or delay in such actions, fire, labour disputes or riots, war, commotion and disorder, natural disasters, third party acts, breakdowns in the systems of (electronic) communication, data transfer or money

transfers, regardless of whether DHB Bank's such means or equipment are controlled by DHB Bank itself or by third parties.

**11.2.** Unless otherwise provided in the present DHB Net Banking Conditions, Specific Product Conditions and/or General Bank Conditions, DHB Bank shall be responsible for any loss and damage mentioned below caused directly or indirectly by DHB Bank or by its material and deliberate abuse of authority:

- If DHB Net Banking Site and/or DHB Net Banking System and/or Service is not available for use in part or in whole
- If an instruction is not fulfilled within the time limit fixed by the Customer or not fulfilled at all
- A defect in or inadequacy of the software (for whatever reason)
- Arising from an erroneous or unauthorized use of the service, Internet and/or communication lines by the Customer and/or third parties (including backing+).
- Decommissioning of or malfunctions in the Internet and datnetwork in the place where the customer use them or to which data is transferred.

**11.3.** For DHB Bank to be held responsible in relations with the Customer as a result of the unintelligibility, corruption, deferment of or absence of proper access to instructions and notices due to using DHB Net Banking Site and/or DHB Net Banking System in the traffic between the Customer and DHB Bank, such incident must have resulted from DHB Bank's deliberate and material abuse of authority.

**11.4.** DHB Bank shall not be held responsible for any loss of income or loss of profit suffered by the Customer or any direct, indirect or consequential loss relating thereto. Unless it results from an imperative provision, this provision shall not be affected by the fact that DHB Bank had already been informed of the existence or possibility of such loss, damage or cost.

**11.5.** Subject to the other provisions contained in Article 12 and to the other provisions of the DHB Banking Conditions, Specific Product Conditions and/or General Bank Conditions - DHB Bank hereby explicitly assumes, disclaims or limits this responsibility . DHB shall not be held responsible for any acts or omissions of the correspondents, intermediaries, clearing institutions and other third parties, unless they arise from or are connected to its responsibilities under DHB Net Banking Conditions or Specific Product Conditions or General Bank Conditions or deliberate and material breach of any responsibilities or result from deliberate and material

abuse of authority and unless an accusation has been addressed to DHB Bank due to the deliberate and material abuse of authority in the choice of a third party.

## **Article 12. Term and Termination**

**12.1.** The Contract for access to DHB Net Banking Site and DHB Net Banking System shall come into force the day the contract is signed without any specified term. The Contract can be terminated by DHB Bank or the Customer by sending one calendar month's written notice to the other party.

**12.2.** If any of the following occurs, the contract shall be deemed legally terminated with immediate effect without further notice:

- a) If the Customer has been granted a time limit for settling its debts to the bank; if the Customer or any of its creditors declares the Customer's bankruptcy or apply to the relevant authorities for the starting of bankruptcy proceedings; or if a decision is taken for composition for the settlement of the debts of the Customer or any application therefor has been filed with the authorities.
- b) If the Customer is placed under guardianship;
- c) If the assets of the Customer are placed under seizure;
- d) If the Customer deceases (not applicable if the contract has been concluded with more than one person)
- e) If a decision has been taken for the partial or total dissolution of the customer or for its liquidation.

**12.3.** In addition, if the Customer refrains from fulfilling its obligations under the Contract, DHB Net Banking Conditions, Specific Product Conditions and/or General Banking Conditions, DHB Bank shall be entitled to terminate the Contract by sending a termination notice to the Customer with immediate effect.

**12.4.** After the termination of the contract, all instructions that have not been completed yet by DHB Bank shall be terminated as well. Upon the termination of the Contract, the Customer shall immediately stop using Digipass and other eventual supporting equipment delivered under the Contract and consider them to be out of service.

**12.5.** The Customer shall immediately return to DHB Bank Digipass and all other eventual supporting equipment that it has received from DHB Bank under the Contract.

### **Article 13. Amendments and additions to DHB Net Banking Conditions and Specific Product Conditions**

**13.1.** DHB Bank reserves the right to amend or make additions to DHB Banking Conditions and to Specific Product Conditions at all times. The Bank shall inform the Customer of any such amendments or additions.

**13.2.** If the Customer does not agree with the amendments and/or additions mentioned in the first paragraph, he shall inform DHB of such objection in writing immediately and in any case within 30 days. Following such notice, the Contract shall be terminated.

**13.3.** If DHB Bank does not receive any notice from the Customer about the latter's objection to such amendments and/or additions within the mentioned time limit, such amendments and additions shall come into force as of the date of the date of the related notification (of the amendments and additions).

### **Article 14. Applicable law and jurisdiction**

**14.1.** DHB Net Banking Conditions shall be subject to Dutch law. In all disputes between the Customer and DHB Bank, competent Dutch courts shall have jurisdiction unless the law or international treaties imperatively require otherwise.

**14.2.** By way of derogation from the previous article, if DHB Bank acts in the capacity of plaintiff in an action, the DHB Bank shall be entitled to apply to any other competent court regarding hearing and being informed about such cases in which DHB Bank or the Customer are parties.

**14.3.** By way of derogation from the previous article, if the Customer acts in the capacity of plaintiff in an action, the Customer shall be entitled to bring the case in which the Customer and DHB Bank are parties before the Banking Disputes Commission under the regulations in force under the Rules of the Commission.