



**IS YOUR BUSINESS IN ONE OF THE FOLLOWING INDUSTRIES?**

YES  NO

Telemarketing / Precious metal dealers / Casinos / Gambling / Government entity / Money services, including check cashing, issuing money orders or travelers checks, issuing Stored Value Cards, exchanging currency, or wiring funds in exchange for a fee or as a courtesy / Financial industries, such as payable through accounts, managed accounts, correspondent bank accounts, foreign private investment companies, offshore trust and companies, or a shell bank.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act. As defined in Regulation GG, unlawful internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves use, at least in part, of internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made". As a customer of VakifBank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you engage in an Internet gambling business and are opening a new account with us, please see one of our Branch Staffs for additional information.

**TAXPAYER IDENTIFICATION NUMBER CERTIFICATION (Substitute IRS Form W-9):** By signing the bottom of application page, under penalties of perjury, you certify that: you certify under penalty of perjury that: 1) The number shown on this form is the correct taxpayer identification number (or you are waiting for a number to be issued to you, and 2) You are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding, and 3) you are a U.S. person (including a U.S. resident alien). (Cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding for failure to report interest or dividends.) If you are a foreigner, use IRS Form *W-8 BEN.CERTIFICATION INSTRUCTIONS: You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. Check this box and cross out TIN certification above if the account holder is not a U.S. citizen or other U.S. person. Backup withholding will apply unless the account holder provides an IRS Form W-8 or a TIN.*

**AUTOMATIC TRANSFER OPTION** - By signing the bottom of application page, you authorize VakifBank to make auto transfers between our multiple accounts, in order to process of any payment are deemed necessary, such as; loans and checks from your account

**Indemnity** - By signing the bottom of application page, you agree to indemnify bank and reimburse bank for and defend bank against any claims, losses, charges, costs or other amounts arising directly or indirectly by way of your acceptance of, grant of credit (provisional or otherwise) for, or payment on or in respect of, any check or other instrument deposited or otherwise presented to bank for payment drawn by us or any third party when such check or instrument is not collected in full, whether as a result of negligence, fraud, misrepresentation or other circumstance and whether or not some other remedy may be available to bank under applicable law. you further agree that bank may exercise a right of setoff against any account you hold with bank or any obligation bank owes to you to satisfy your obligation in the foregoing indemnity.

**AUTHORIZATION TO OBTAIN CONSUMER/CREDIT REPORT INFORMATION** - By signing the bottom of application page, you, the applicant and/or owner/director/shareholder/authorized signatory of the applicant, hereby authorize VakifBank ("the Bank") to obtain information regarding identity, credit history, and other banking history of the applicant and/or owner/director/shareholder/authorized signatory of the applicant, from a consumer-reporting agency or credit reporting agency. You understand that this information will be used in conjunction with the request to open or modify a deposit account being submitted by the company. You further understand if information in the credit report results in a decision to either disallow signing authority on the account or disallow opening the account, the Bank will communicate this fact to owners and/or authorized signers of the (proposed) account. You further authorize the Bank to obtain such information at any time from one or more consumer reporting agencies and/or credit reporting agencies that it may choose as long as I/we are related to the company.

**Why we request information about you?** To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person that opens an account including business accounts. What this means for you: When you open an account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If you are opening an account on behalf of a business entity, documents relating to the business may also be requested.

**AGREEMENT RESPECTING USE OF FACSIMILE FOR TRANSFER INSTRUCTIONS** - By signing the bottom of application page, you agree that you require VakifBank ("the Bank") to receive instructions from Corporation by way of facsimile transmission and act upon on it, if the below set of conditions are met: Each of the account holders, acting alone, whose specimen signatures are appended hereto, is authorized to give instructions to the Bank by way of facsimile transmission concerning all manner of banking transactions; including, and not limited to, all manner of funds transfers. (2) It is understood and agreed that should anyone of account holders relay instructions by telephone, the Bank shall not act on such oral instructions until such times as it receives a written instructions. (3) When a written instruction is received, the Bank shall make reasonable efforts to carry it out. In order the Bank to execute a payment, it is necessary to verify the signature on the written instruction comparing favorably to the specimen signature of account holder(s). The Bank may also choose to verify the instructions by other means. (4) If the account holder sends to the Bank manually signed confirmation of the previously transmitted facsimile instructions, the Bank shall bear duty to compare it against previous orders it had received nor shall the Bank have any responsibility should the contents of the manually signed confirmation differ from facsimile instructions acted upon by the Bank. However, in such instances the Bank will show best efforts on behalf of the customer to recover the payment upon receipt of a written cancellation request. (5) The Bank shall not be obliged in any way to verify the identity or authority of the authorized person who transmits instructions by way of facsimile. The Bank will perform a callback to the authorized Customer at a telephone number on file with the Bank, and if the Authorized Individual(s) receiving the callback is unavailable, the Bank will not accept the wire transfer request. (6) Account holder(s) hereby releases the Bank from any and all liabilities arising from incidental to the fraudulent or unauthorized use of its facsimile equipment. (7) As soon as signed instructions are transmitted, they shall become irrevocable and bind the account holder as if they were given in writing and signed by an authorized person. Payment instructions may be canceled before it is released, upon receipt of written instructions by the account holder. (9) The Bank may assume that each authorized person retains his or her authority until such time as the Bank receives a notice in writing. (8) Account holder(s) agrees to indemnify and holds the Bank harmless against any and all claims, which may arise as a result of the Bank's following the instructions received in accordance with the terms and conditions hereof and against any and all damages and costs which the Bank may suffer or incur owing to such claims.

**DEPOSIT ACCOUNT STATEMENTS DISCLOSURE AND AGREEMENT:** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. Please read this carefully. If you sign the signature card, or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal and state laws (except to the extent that this agreement can and does vary such rules or laws). The purpose of this document is to (1) summarize some laws that apply to common transactions; (2) establish rules to cover transactions or events, which the law does not regulate; (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words/phrases used in this document should be construed so singular includes plural and plural includes singular. **LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and schedule of charges. You authorize us to deduct these charges directly from account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. **DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. **WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal. **BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. **STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated the stop payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash).

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you. **STATEMENTS** - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be, not only with respect to items on the statement, but also with respect to other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss

will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. **YOUR DUTY TO REPORT OTHER ERRORS** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries; you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours. **ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent. **DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability. **SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. **RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. (e.g. "must be presented within 90 days" or "not valid for more than \$1,000.00") **PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the largest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy will cause your largest, and perhaps more important, items to be paid first (such as your rent or mortgage payment), but may increase the overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees. **FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us, regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. **CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. **CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check. **REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, remotely created check is not issued by paying bank and does not contain signature of account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance. **FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fed wire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. **FUNDS TRANSFERS** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account. **ACCEPTANCE OF YOUR PAYMENT ORDER** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account. **CUTOFF TIME** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day. **PAYMENT OF YOUR ORDER** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. Funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order. **SECURITY PROCEDURE** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen. **DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. You will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order. **IDENTIFYING NUMBER** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same bank or person. If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit. **PROVISIONAL CREDIT** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code. Refund of credit - You agree that if we don't receive payment of an amount credited to your account, we're entitled to a refund from you in the amount credited and the party originating such payment won't be considered to have paid amount so credited. **AMENDMENT OF FUNDS TRANSFER AGREEMENT** - Amendment of funds transfer agreement - We may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or authorized to accept service. Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders. **INTERMEDIARIES** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried agents of the bank. **LIMIT ON LIABILITY** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order. **ERRONEOUS EXECUTION** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order. **OBJECTION TO PAYMENT** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 90 days of our notice to you.

**FUNDS AVAILABILITY POLICY DISCLOSURE:** VakifBank's funds availability policy for the items you will deposit to your demand deposit accounts with us is as follows.

**DETERMINING THE AVAILABILITY OF A DEPOSIT** - The time required for availability is measured in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However if you make a deposit after 4:00 pm, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit, which is explained below. **SAME DAY AVAILABILITY** - The following deposits will be available on the day we receive the deposit: (i) Funds from electronic direct deposits to your account (ii) Cash deposit made in person to our tellers before 4:00 pm. (iii) Checks drawn on VakifBank payable to you and deposited to your account. **NEXT-DAY AVAILABILITY** - Funds from the following deposits are available on the first business day after the day of your deposit: (i) US Treasury checks that are payable to you, (ii) Wire transfers, (iii) Checks drawn on an account with VakifBank. If you make the deposit in person to one of our tellers, funds from the following deposits are also available on the first business day after the day of your deposit: (i) State and local government checks that are payable to you (ii) Cashier's, and teller's checks that are payable to you (iii) Federal Reserve Bank checks, Federal Home Loan Bank checks, and (iv) US Postal Service money orders, if these items are payable to you. **ALL OTHER CHECKS** - The first \$200 of the total day's check deposits will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. **LONGER DELAY MAY APPLY** - Please ask for our written explanation of the reason for delay. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: (i) you deposit checks totaling more than \$5,000.00 on any one day. The first \$200 will be available on the first business day after the day of your deposit. Another \$4,800 will be available on the second business day after the day of your deposit. The remaining funds will be available no later than the seventh business day after the day of your deposit; (ii) You redeposit a check that has been returned unpaid, (iii) You have overdrawn your account repeatedly in the last six months, (iv) We believe a check you deposit will not be paid, (v) There is an emergency, such as failure of computer or communications equipment. Other restrictions and exceptions may apply. Speak with the Relationship Manager or branch staffs for more information.

#### **DISCLOSURE OF ACCOUNT TERMS FOR TIME DEPOSIT AND MONEY MARKET DEPOSIT ACCOUNT**

**TIME DEPOSIT** - Minimum amount: USD 10,000.00 Minimum maturity: 30 (thirty) days. Your interest rate and APY will be established at the time you open your account at the Bank and is fixed for the term of the deposit. Interest begins to accrue on your account in accordance with the availability schedule established by the Bank for its customers. A document entitled, "Your Ability to Withdraw Funds from a Demand Deposit Account or Similar Transaction Account at VakifBank" has been prepared to describe the Bank's availability schedule, and this document will be provided to you. Interest for your account will be computed

on a simple interest basis and will be credited to your account at maturity. If you withdraw any funds prior to the maturity date, a penalty of thirty (30) days interest will be charged to the account before funds are disbursed. Account statements will be issued, if requested.

**MONEY MARKET DEPOSIT ACCOUNT - Minimum Initial Deposit Requirement USD 10,000.00.** Whether you are saving for major purchase or simply want a safe place for your emergency funds, the Bank offers a secure deposit account called Money Market Account with relatively high interest earnings. As it is considered a saving account for some purposes, and because of cost effect, there are some restrictions to apply in withdrawal and transfer. The depositor is permitted or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of the depositor at the same institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instructions, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. A preauthorized transfer including any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule, such as an account is not a transaction account by virtue of an arrangement that permits transfers for the purpose of repaying loans and associated expenses at the same depository institution (as originator or servicer) or that permits transfers of funds from this account to another account of the same depositor at the same institution or permits withdrawals (Payment directly to the depositor) from the account when such transfers or withdrawals are made by mail, messenger, automated teller machine, or in person or when such withdrawals are made by telephone (via check mailed to the depositor) regardless of the number of such transfers or withdrawals. Interest on your account will be calculated on simple interest basis on daily available balance based upon 365 day a year, and will be credited to your account in the following month. Your interest rate and APY will be established when you open your account at the Bank. Because of the nature of such accounts, we may change interest rate any time without a notice according to market conditions after your account was opened. However, interest rate will not be changed earlier than a month period from the date of account opened unless the account drops under minimum daily balance requirement of \$2,000.00

**WHAT IS CHECKING ACCOUNT OFFERED BY THE BANK -** A checking account is a service provided by financial institutions (banks, savings and loans, credit unions, etc. which allows individuals and businesses to deposit money and withdraw funds from a federally protected account. The terms of a checking account may vary from bank to bank, but in general, a checking account holder can use personal checks in place of cash to pay debts. Although the Bank is **not** a FDIC insured bank for deposits, it offers business and individual checking account under exception lines of regulations. The Bank may require a minimal initial deposit before establishing a new account, along with proof of identification and address. Checking accounts at the Bank are not subject to charge fees for the use of personal checks. A typical checking account is handled through careful posting of deposits and withdrawals. You will have a supply of checks, which contain all of the essential routing and mailing information. When a check is filled out correctly, the recipient treats it the same as cash and completes the transaction. After this check has been deposited into the recipient's own bank account, a bank worker files the check electronically and the check writer's bank receives the cancelled check and amount to be debited (withdrawn) from the check writer's account. This process continues for every check written against an individual checking account. You are ultimately responsible for keeping track of their available funds, even though the bank will routinely issue its own accounting statements. Checks must represent an actual amount of money contained in the checking account itself. If a check is written for an amount higher than the available balance, fees are applied for returned checks according to our fee schedule and in some cases. The Bank can demand immediate cash payment to cover the overdraft balance. Most banks have several different methods, which allow checking account customers to check their balances and reconcile their records. Printed monthly statements of debits and credits (deposits) are mailed to individual account holders. To avoid such discrepancies you may contact us to learn your actual balance of the account. Frequency of returned checks on an account may cause delayed availability of the deposited checks. As long as the account holder maintains accurate financial records, a checking account provides a safe and efficient way to pay bills and deposit money from payroll checks and proceeds of service and goods you provided to your customers as of your business activities

**Check clearing for the 21 Century Act Disclosure:** Check 21 is a federal law that is designed to enable banks to handle checks electronically, which should make check processing faster and more efficient. Today, banks often must physically move original paper checks from the bank where the checks are deposited to the bank that pays them. Instead of moving paper checks from one bank to another, Check 21 will allow banks to process more checks electronically. Banks capture a picture of the front and back of the check, along with the associated payment information, and transmit this information electronically. If receiving bank or its customer requires a paper check, bank can use the electronic image and payment information to create a paper "substitute check". How secure is the electronic check processing? Electronic check processing is not new to the financial industry and is a safe and reliable way of processing payments. The technology is used, has been developed and tested to process your check information in a very efficient and secure way. Can customers get their checks back in account statements? Check 21 does not require customers to stop receiving checks back, in their statements. Banks will provide paid checks in statements. Check 21 permits the banks to provide either the original or a substitute check. You will most likely not notice any changes by Check 21 application in your account statement rather than receiving substitute checks instead of original checks. If you receive image statements, you also may notice that some of the pictures are of substitute checks. What does it mean to you this increased speed of check clearance? After Check 21 became effective will provide a faster check clearance, once a check is deposited with a bank, it is usually delivered overnight to the paying bank and debited from the check writer's account next business day. Check processing speeds should continue to increase, over time, as banks make further operational changes such as extending check image electronic delivery systems to end users. That means money may be deducted from your checking account faster. Before you write a check, it is always best to make sure your checking account has enough money in it to cover the check. Will Check 21 change the availability schedule of your check deposits? Another federal check law (the Expedited Funds Availability Act) specifies the maximum times, which your bank must make funds available to you, though most banks make funds available faster than required. Check 21 did not change these maximum hold times. The Expedited Funds Availability Act requires the Federal Reserve Board to reduce maximum hold times in step with reductions in actual-check processing times. Thus, over the longer term, if Check 21 sufficiently increases the speed of check processing, the Board will reduce maximum times. What is the difference between Check 21 and programs that convert to checks to electronic payments? A check you write may be processed as a check. In that case, your rights are governed by check laws and regulations. Some merchants, however, may use your check as a source of information to create an electronic funds transfer (ACH) Electronic funds transfers governed by different laws and have different consumers' rights than check payments. A substitute check is a paper copy of the front and back of the original check. A substitute check is slightly larger than a standard personal check so that it can contain a picture of your original check. A substitute check must be printed in accordance with very specific standards so that it can be used in the same way as the original check. When is a substitute check legally the same as the original check? A substitute check is legally the same as the original check if it accurately represents information on the original check & includes the following statement "this is legal copy of your check. You can use it in the same way you would use the original check." Substitute check must also have been handled by a bank. Can a substitute check be used as proof of payment? Yes, it can be used as a proof of payment because substitute check is legally the same as the original one. For instance, the IRS will accept your substitute check as proof of payment. If you do not have a substitute check but have a copy of original check or a copy of a substitute check, you usually can use these documents as proof of payment. Your bank may provide you with substitute check, but it is not required by law to do so. If your bank does not provide you with substitute check, you usually can use a copy of original check or a copy of substitute check as your proof of payment. What you should do if something is wrong with the substitute check? A substitute check must show the front and back of the original check and be printed in accordance with very specific standards. If you receive a substitute that appears to have a problem, such as it contains bad picture of original check, contact your bank to fix the problem or your loss related to substitute check. Under Check 21, banks are required to provide a disclosure to their consumer customers who receive canceled checks with their monthly statement. The disclosure describes substitute checks and consumer rights regarding substitute checks. Banks must provide this disclosure when a consumer requests an original check or copy of a check and receives a substitute check or a copy of substitute check. In addition, the bank must provide this disclosure if a check the consumer has deposited is returned unpaid to the consumer in the form of a substitute check. Can your original check be prevented in creation of a substitute check by others? And what you should do when you receive a substitute check representing a fraudulent original check? No. Generally, any check can be used to create a substitute check, except foreign check. Banks and their customers must accept a substitute check as if it were the original check because the substitute check is legally the same as the original check. Check law provides protections against fraudulent checks so that generally, you are not responsible if you notify the bank in timely fashion. This is the case whether you receive an original check, a substitute check, an image statement, or a line item on your account statement. If you receive a substitute check of a fraudulent of original check, you may have additional rights under Check 21. Contact your bank for more information. Do you need to use magnetic ink or toner when printing checks? To process checks, banks' automated check sorting equipment relies on numeric information, which appears at the bottom of the checks and is printed in magnetic ink. This information is known as the check's magnetic ink character recognition line, or MICR line, and contains information such as the routing number of the bank on which the check is drawn, the account number on which the check is drawn and the check serial number. Generally, applicable industry standards for original checks long have required the MICR line to be printed in magnetic ink; the need for magnetic ink on original checks is not the result of the Check 21 Act. Only MICR line of a check must be printed in magnetic ink. The rest of the information on the check, such as the date, the payee name, and the amount can be printed in regular, non-magnetic ink. Consumer Protection What kind of protection do you have under Check 21? Check law protects you against erroneous and unauthorized check payments. In addition, Check 21 contains a number of new protections for consumers. For example, Check 21 contains a special refund procedure (called "expedited re-credit") for a consumer who suffers a loss related to a substitute check he or she received. Years ago, many banks stopped providing customers with canceled checks and, as an alternative, began providing customers with documentation showing which checks were paid. Regardless of the form of documentation you receive, check law protects you against erroneous and unauthorized check payments. If you have received a substitute check, you can file a special claim with your bank for a refund (called an "expedited re-credit") if you believe that: (i) The substitute check was incorrectly charged to your account, (ii) You lost money as a result of a substitute check being charged to your account, (iii) You need the original check or a copy sufficient to show that substitute check was incorrectly charged to your account. Does the special refund procedure apply if you receive an image statement with a picture of substitute check but do not receive the actual substitute check? No. The special refund procedure applies only if you actually received a substitute check. However, check law protects you from improper check charges regardless of whether you receive an original check, substitute check, image statement or a line item on your account statement. If you feel an error was made to your account, contact your bank immediately. How you can make a claim under the Check 21 refund procedure. If you believe that you have suffered a loss relating to a substitute check that you received, you should contact your bank as soon as possible but no later than 40 days from when your bank mailed or delivered your account statement. Your bank will ask you to provide information it needs to investigate your claim, which could include a description of the problem, an estimate of your loss, information about the substitute check. How quickly your bank must handle your claim, and when will your account be refunded? Your bank should investigate your claim promptly. If your bank finds that your account was incorrectly charged, bank will refund up to the amount of substitute check within one business day of making that decision. If your bank is unable to determine the validity of your claim within 10 business days after receiving it, your bank on that day must refund the amount of your loss up to lesser of amount of the substitute check or \$2,500.00, plus interest (if your account earns interest). Unless your bank determines that your claim is not valid, it must refund to your account any remaining amount of your loss, up to the amount of substitute check, no later than the calendar day after the bank received your claim. If your bank later determines that your claim was not valid, it may reverse the refund and the interest it has paid to you. Can your bank delay your ability to withdraw the amount that it refunds? If your bank is still investigating your claim, it may delay your ability to withdraw up to the first \$2,500.00 of the refund if (1) you are a new account holder, (2) your account is repeatedly overdrawn, or (3) the bank has reason to believe the claim is fraudulent. In these cases, your bank must allow you to withdraw the funds after determining that your claim is valid or on the 45th calendar day after the day that you submitted your claim, whichever occurs first. What happens if your bank says it charged your account correctly? If your bank determines that it correctly charged your account, it will send you a notice by the next business day that explains the reason for that decision and will include either the original check or a copy of the original check that is sufficient to determine the validity of your claim. Your bank will also either include the documentation the bank used in making its determination or will explain that you can request such documentation.

IBF Acknowledgement: VakifBank New York Branch segregates funds, deposits and extensions of credit of foreign customers for classification purposes in an International Banking Facility (IBF). An IBF means a set of asset and liability accounts segregated on the books of the bank, which include only International Banking facility time deposits and extension of credit. Be aware, however, that these funds are not covered by the Federal Deposit Insurance Corporation (FDIC). In order to comply with the regulation of the Federal Reserve Bank of the USA, please sign acknowledgement of the following statements as true and correct.

\_\_\_\_\_, an individual/company domiciled outside the USA, understands that it is the policy of the Federal Reserve System of the USA that deposits received by an IBF may be used only to support non-US operations, or that of its foreign affiliates, and that the proceeds of its borrowings from the IBF will be used solely to finance its operation outside the USA, or that of its foreign affiliates.

Customer Signature \_\_\_\_\_

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