

## BANKING SERVICES AGREEMENT

Customer No.....: \_\_\_\_\_

Customer's Quadruple Names / Name and Surname (in Arabic letters):

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Customer's Quadruple Names / Name and Surname (in Latin letters):

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### 1. PURPOSE and SCOPE

The provisions of this Banking Services Agreement (hereinafter to be referred to as the “**Agreement**”) shall apply for the usage of customers’ accounts opened or to be opened at the Iraq branches of Türkiye İş Bankası A.Ş.; for the assignment of Debit Cards and/or Credit Cards issued by the Bank to the Card Holder, the usage of cards, the determination of terms related to these services thereof as well as the undertaking and conclusion of the relevant transactions by the Bank.

### 2. DEFINITIONS

**Credit Voucher:** The document drawn up by the member business to be credited with the account of the card holder if the transaction made is cancelled or in case the goods bought by debit card or credit card are returned or in the event the purchasing of services is refrained from.

**Instant Banking:** All channels by which the Bank ensures banking transactions over internet banking, phone banking, mobile banking, ATM and kiosks.

**Instant Password:** The application allowing the setting of a 6 digit customer password/ commercial password required for the customer’s usage of instant banking.

**Minimum Amount:** The minimum amount to be paid by the end date for the term balance due.

**ATM:** ATM and ATM + and similar devices by which cash withdrawal and cash deposit transactions as well as the transactions ensured by Bank branches can be undertaken.

**Bank:** Iraq branches of Türkiye İş Bankası A.Ş.

**Bank Card:** The card allowing for the purchase of goods and services from the member businesses and taking advantage from banking services.

**Period Debt:** The aggregate of the debts and receivables accrued by the cutoff date and the balance of the previous statement of account.

**Supplementary Account:** the name of the product related to the Overdraft Account.

**Expenditure Documents:** The document drawn up by the member business concerning the transactions made with the bank card or the credit card and signed by the Card Holder in cases where the identity of the Card Holder is determined by a code number, password or another method specifying the identity.

**Account:** All Deposit Accounts, Investment Accounts and Credit Card Accounts opened with the purpose of keeping Iraqi Dinars (IQD), foreign currency (FC) or assets as well as for the disposition of means and services related thereto, such accounts being offered for transaction without credits.

**Account Cutoff Date:** The date on which the Credit Card Account Statement has been regulated.

**Account Statement:** The account statement sent upon the customer's request and showing the transactions of receivables and payables for the accounts within the scope of this agreement.

**IP (Internet Protocol Address):** The address (number) used for the transmission of data by devices connected to one another over a network or the internet through the common net they're connected to.

**IQD:** Iraqi Dinar being the official currency of the Republic of Iraq.

**Internet Banking:** The Instant Banking channel whereby the customer can perform banking transactions over the [www.isbank.iq](http://www.isbank.iq) address.

**İşCep:** The Instant Banking channel whereby the customer can perform banking transactions over the applications set on mobile devices such as cell phones and tablet computers.

**İşPad:** The Instant Banking Channel the customer can perform banking transactions over the application set up on mobile devices such as tablet computers.

**Card Fee:** The fee the Card Holder has accepted to pay each year for the costs incurred due to each of the Credit Card/ Bank Card services provided by the Bank.

**Card Password:** The four digit number the Bank has given temporarily together with the Bank Card/ Credit Card/ Pre-payment Card until changed by the Customer.

**Persons:** The real or legal person or persons in the name of whom transactions shall be made and the names of whom the customer has given during the application.

**Credit Card:** The standard plastic card allowing for credit card functions as provided by the Bank for the Credit Card Holder for the latter's use in cash withdrawal transactions from ATMs or authorized cash withdrawal points and/or for the purchase of goods and services from member businesses.

**Credit Card Holder:** A natural and/or legal entity who has been issued a Credit Card after the Bank has opened a Credit Card Account on behalf and authorized to use this card.

**Credit Card Account:** An account which has been automatically opened by the system after the card entry in order to track records of debits and credits arising from the utilization of the credit card.

**Credit Card Account Statement:** The document notified by the Bank electronically or other means upon the Credit Card Holder after its being drawn up on the cutoff date.

**Credit Card Limit:** The available limit to be determined in line with the assessment to be made by the Bank.

**User Code:** The code given by the Bank for Commercial Instant Banking Users.

**Available Customer Limit:** The amount remaining after the deduction of the provisions and the sum of installments the due date of which have not expired, such installments concerning shopping transactions made by installments and transactions of debts and receivables made until the cutoff date and deductions being made from the customer limits allocated to its holder.

**Entities:** The entity or entities the customer has stated during his application and with which the Bank has signed protocols for the performance of transactions in their name.

**Mobile Banking:** The Instant Banking Channels by which the Customer can perform banking transactions over applications such as İşCep, İşPad and İşWap over mobile devices such as cell phones and tablet computers.

**Mobile Signature:** The electronic signature placed by the use of cell phones and GSM SIM cards.

**Mobile Approval Code:** Any six digit or longer code composed of figures and/ or letters sent to the Customer's cell phone number via SMS texts.

**Customer:** The person/ persons authorized to dispose of any kinds of accounts opened in his/ their name(s) within the framework of this Agreement.

**Customer Account Opening Form/ Application Form/ Order Letter:** The forms and orders being an integral part of this agreement and including the information and orders given by the Customer to the Bank for taking advantage from the services the Bank offers within the scope of this agreement and for which the Bank is an intermediary.

**Customer Limit:** The maximum amount the Customer can use for shopping and cash withdrawal transactions with all main cards and supplementary card issued with different card numbers.

**Customer Number:** The number required for our Customers to perform transaction under alternative distribution channels and by which all products and services procured from our Bank can be followed up on.

**Customer Password:** The six digit password required by the Individual Customer to take advantage from Instant Banking.

**Cash Payment Voucher:** The document drawn up by Banks or authorized member businesses for payments made to the debit card or credit card holders and signed by the card holder or credit card holder in cases other than those where the identity of the card holder is determined by a code number, password or any other method determining his identity.

**Pre-Payment Card:** The card allowing for expenditure in the amount previously paid in.

**Passphrase:** The password the customer has determined by digits and letters as required for his disposition of Internet Banking.

**Fixed Account:** The in term interest bearing deposit account for which a fixed interest rate determined in the opening date of the account for all term sections within the maturity term is valid.

**Deadline for payment:** The last day on which the Credit Card Holder may pay his current balance payable or the minimum amount thereof without default.

**Password:** The identification used for the Card Password, Customer Password and Commercial Password.

**Successive Joint Account:** The joint account, which account-holders may each dispose of separately.

**Both to Sign Joint Account:** The joint account, which account-holders may only dispose of jointly.

**Commercial Instant Banking User:** The real person to use Instant banking and authorized by the Commercial Customer to use Instant Banking on behalf of himself.

**Commercial Password:** The six digit number the Commercial Instant Banking User need to take advantage of Instant Banking.

**International Card Entity:** Visa International S.A., MasterCard International S.A. and entities being intermediaries in the Credit Card/ Bank Card system the Bank can become a member himself.

**Member Business:** The real or legal person having signed business membership agreements with International Card Entities and/or the Bank and allowing the Credit Card User to withdraw cash and providing the latter all kinds of goods and/or services.

**Taxes:** All current and possible future taxes to be incurred and payable due to accounts opened within the scope of this agreement, transactions made and papers drawn up.

### **3. THE OPENING OF ACCOUNTS AND INTEREST PRACTICES**

**The Customer agrees, declares and undertakes the following;**

- 3.1. The Credit Card Holder agrees that the opening of accounts in their names is left to the discretion of the Bank within the framework of the law and legislation and that in cases of an interest accruing account, the Bank shall be authorized to alter interest rates upon announcement or notification and to make necessary adjustments in interests when interest rates are changed by law and legislation.
- 3.2. With respect to the client's account opened in the Bank and followed up on the Drawing Account Group in line with the documents he has presented, the Bank may carry the account forward to the Commercial Deposit Account Group in case it is determined by the bank, as a result of both miscellaneous inspections and examinations as well as the assessment of transactions made, that the account is being used for commercial purposes; in case the Bank uses such discretion the Bank shall not have any further obligation towards the client other than the notification of such situation to the customer's address known by the Bank: The client accepts that the practice being the subject matter of this Article, the Bank's discretion as given above and the consequences thereof and that he shall be responsible for the any missing documents in this regard.
- 3.3. In the event he requests his balance in the Drawings Account opened in the Bank and followed up on within the Drawings Account group, he shall have a right to reimbursement provided that the provisions of the Iraqi Civil Code concerning lien, right of retention, the transfer of receivables and settlement as well as authorities granted for and obligations vested in other laws remain reserved.
- 3.4. That the interest rate to be applied for the amount in the term deposit account with the maximum amounts and rates to be determined as per the Iraqi Banking legislation cannot be changed until the end of the maturity term and that in the event the term deposit account is not closed by the end of it maturity date, the new end term date is a weekend day and an order is given to postpone such term to the first subsequent working day, a new term shall be initiated. If the said order is not given however, the same maturity term shall be deemed to have been renewed with in interest rate to be valid as of the renewal date and that only the amount calculated over the interest rate valid on the date by which the account term had terminated may be claimed.
- 3.5. In the event the drawings accounts and term deposits are renewed, this agreement shall be valid for all renewed/newly opened accounts and that in case of an order to the agreement this shall be notified to the Bank immediately.
- 3.6. Accepts, declares and undertakes that the terms agreed between himself and the bank as regards the maturity term and notification period remain reserved.

### **4. DISBURSEMENT COMMISSION, INSURANCE EXPENSES, TAXES AND FUNDS**

**The Customer agrees and declares;**

- 4.1. That he shall pay all taxes required for this agreement and/or money to be deposited in any and all accounts opened in the Bank and all transactions to be made in relation thereto,
- 4.2. With respect to transfers to be made within the scope of automatic payment / transfer practices or any other transfers, the bank shall be authorized to charge all kinds of commissions, taxes

and levies per transaction and upon such transaction to the account the customer had stated in his "Automatic Payment Order" or "Automatic Transfer Order".

- 4.3. That any changes in the tax rates shall be reflected on his payables as of the amendment date.
- 4.4. That he shall pay all amounts to be incurred due to the loans he has requested from the Bank, such amounts being incurred due to any and all research, investigation, applications including Intelligence and Financial Analysis Reports for the grant of such loans, such amounts to be determined over the tariff to be announced by the Bank.
- 4.5. With respect to all accounts to be opened in the Bank, he shall pay account opening fees upon such transaction, such fees being determined by the Bank.
- 4.6. That the customer shall pay the costs and commission for transfers in Iraqi Dinar or foreign currency paid in cash to be credited with his bank account(s) and/or paid in his name through the intermedium of the Bank in Iraqi Dinar and/or foreign currency as foreign currency, such costs and commissions to be paid to the Bank in cash and in sum.
- 4.7. With respect to all banking services to be provided by the Bank, the customer shall pay all commissions, taxes and costs at rates and in amounts to be determined, announced by the Bank and effective on the date of transaction. The customer further agrees and declares that the Bank is authorized to charge such commission, taxes and costs into his accounts.

## **5. SUCCESSIVE JOINT ACCOUNT**

- 5.1. Each account holder shall be individually authorized to dispose of the "Either to Sign Drawing Account" and/or "Either to Sign Investment Account", to give orders related thereto, make applications with respect to the allocation of a "Supplementary Account Limit" and to individually dispose of all authorities in the agreement. Each account holder agrees and undertakes to be responsible for the consequences of the other account holder or holders' individual use of the account. However, in order to make payments from the accounts it is mandatory to present the account books when requested by the bank.
- 5.2. The shares of each account holder are equal. Account holders have been initially informed that in the event account holders wish to change their share amounts/rates in the future, the Bank would not be able to fulfill such request due to technical impossibilities. Therefore account holders shall pick from amongst their choices in turning such joint accounts into both to sign joint account on which all parties thereto can exert their rights and undertake transactions related thereto jointly by joint signature and their choice in the closure/settlement of account and the transfer of the remaining balance in the name of joint account holders into present accounts or accounts to be opened separately and by predicated on equal sections or their choice to close the account in cash in line with the order they shall give to the Bank.
- 5.3. Account holders cannot prevent the transfer of money into the other account holders of the joint account without recourse to legal remedies and merely by having a notification served to the Bank.
- 5.4. In the event the Bank sends an account statement to only one of the account holders concerning the amounts of money paid in to the account by third parties and the orders of any of the account holder as well as payments made to a third person and other transactions, such notification shall be deemed sufficient to consider other account holders to be informed of the matter.

- 5.5. Each of the account holders may request that the account be closed or transferred to another branch of the Bank. The presentation of the account books during the performance of such transactions is mandatory if requested by the Bank.
- 5.6. In the event of any of the account holder's decease, other account holders shall accept that until such decease is notified to the Bank, they shall bear all liabilities towards the inheritors of the deceased as well as the Tax Departments due to the payments made to themselves by the Bank.

## **6. BOTH TO SIGN JOINT ACCOUNT**

- 6.1. Account holders agree that in the event account holders open "either to sign joint accounts" or turn their either to sign joint accounts into both to sign joint accounts, they shall be able to dispose their rights over such accounts only by joint signature and that the provisions in the "Either to Sign Joint Accounts" section of this agreement shall not be applied for themselves and that they shall only be able to take advantage of the products and services determined only by the Bank and in conformity with the character and functioning of the Both to Sign Joint Accounts.

## **7. CURRENT TERM INTEREST BEARING DEPOSIT ACCOUNT**

### **7.1. FIXED ACCOUNTS**

**The customer accepts, declares and undertakes, with respect to the fixed account, which has been defined/opened in his name, the following:**

- 7.1. The maturity term expresses the date determined for the extension of the account. The terms for which interests have been paid will not imply the maturity term of the account.
- 7.2. In the event the interest payment date is a weekend, the interest shall be paid on the following business day.
- 7.3. That interests shall be transferred into a drawing account in the name of the customer.
- 7.4. Unless there is an instruction to the contrary upon the end term, the account shall continue to be held with the same term and on the same conditions valid on that date.
- 7.5. That no withdrawals may be made from the principal before the end term date.
- 7.6. That the account may not be closed before its end term upon the individual will of the customer.
- 7.7. That in the event the Bank agrees to close the account, the previously paid interests and tax difference arising due such interests shall be paid to the Bank by the Customer and the Bank shall be able to deduct such amounts from the principal to be paid to itself; that taxes paid to the relevant public authority due to interests accrued during the previous interim terms and other legal liabilities may not be returned by the Bank; that the Bank shall not have any responsibilities in that respect and that all costs which may be incurred shall be borne by himself.

## **8. COMMON PROVISIONS CONCERNING THE USAGE OF DEBIT CARDS AND CREDIT CARDS**

**Customer/Card holder agrees, declares and undertakes;**

- 8.1. That he shall comply with the various legal regulations in force during the term of use given for the cards, the rules of International Card Entities, the content of this agreement and the rules determined and to be determined by the Bank.

- 8.2. That he shall keep safe the card issued for himself as well as any information related thereto if the usage of the card requires the disposition of a code number, password or any other method for the determination of the user's identity and that he shall take precautions to prevent the usage thereof by others.
- 8.3. That the responsibility arising from the usage of the card shall lie with himself as soon as the actual possession of the card is transferred to himself or upon the acknowledgement of the card number granted for use in cases where a physical card is not available.
- 8.4. Card Holder shall be responsible for any losses incurred due to the holder having allowed a third party to use the card issued in the name of said holder since it is prohibited to let any person other than the card holder to use the card issued in the latter's name.
- 8.5. That he shall be obliged to pay the interests, fees, commissions and taxes being an integral part of the agreement and that such interests, fees, costs, commissions and taxes shall be charged to his account and that such fees, costs and commissions may be changed by the Bank provided that such changes be announced by publications and warnings served and notifications made to the Customer in cases where the relevant legislation so prescribes.
- 8.6. That he must be obliged to protect his card and the password information required for the usage of the card and that he shall take the necessary precautions to prevent such information to be used by others; that he shall immediately notify the Bank of any loss, theft and/or any transaction made without his will in the event the card and/or the usage thereof requires a code number, password or any other method determining the identity of the card holder, such notifications to be made to the **Call Center of the Bank (0 850 724 0 477)** or the relevant branches of the Bank in writing.
- 8.7. That he shall be responsible for all losses arising due to the illegal use of the card before the notification of the loss or theft of the card in case of any such loss or theft; that he shall further be responsible of all transactions made by the use of card passwords in the event the bank card is lost or stolen.
- 8.8. That in the event of a lost or stolen card is reported, the card shall be cancelled by the Bank after the notification and that if the card is found later on, he shall no longer use the said card and return it to the Bank; that if the card is reactivated by the Bank for use by its owner upon the latter's request, he shall bear all responsibilities arising from all transactions performed with the card for the term starting with the date on which the loss has been notified and the date on which it has been reactivated for reuse and that he shall pay the card fee in case a new card is issued by the Bank in his name.
- 8.9. That he shall always have the right to terminate the agreement and cancel the card with a written request, that all payables related to the usage of the card shall become due upon the termination of the agreement, that such debts shall be immediately payable in cash and that all debts and liabilities arising from the agreement shall continue to be applicable as is until all payables are settled.
- 8.10. If the Card Holder wishes to take advantage of the safe internet shopping services of the Bank, he shall undertake transactions in Bank's internet sites within all rules and terms given for the said service by correctly defining the up to date information requested by the Bank for using such services, that the Bank shall compare the information in its system and the information defined by the Card Holder, thereby verifying the accuracy of the information, that the Bank shall further have the right to provide or postpone such services if it determines that such defined services are lacking, incorrect or not up to date.

- 8.11. While the customer accepts and declares the accuracy of the identity information, address and phone numbers given in the application form and/or the agreement upon its execution as declared by himself as well as that of the other information and documents he has submitted therewith, he shall be obliged to notify the Bank in written of any changes in the said information or documents within 15 days as of such change; otherwise, he shall be responsible for all disputes to arise and the consequences thereof.
- 8.12. Bank Card and / or Credit Card Holder shall not use the Bank Card and / or Credit Card for purposes other than the intended use thereof such as legally prohibited services, betting, gambling, games and Ponzi schemes, nor for any purposes in contradiction with the law or for illegal purposes including those related to the purchase of goods and that objections concerning illegal use of cards or their use beyond intended purposes may not be taken into consideration by the Bank.

## **9. USAGE OF DEBIT CARDS**

### **The Customer agrees, declares and declares;**

- 9.1. That all transactions to be determined by the bank to be undertaken by his Bank Card and/or the use of passwords shall be made by taking advantage of all opportunities to be ensured by means of any and all self-service devices and applications offered for such cards by the Bank and/or the International Card Entities the Bank is a direct member of; that all transactions to be made within the limitations applied by the Bank may also be undertaken without his signature as a provision of the system.
- 9.2. That the bank cards shall be valid by the usage thereof and/ or its password, until the end date given on the card within Iraq or outside Iraq, at member businesses, units the bank has given direct approval for or international card entities and authorized ATMs.
- 9.3. That he must sign the signature box on the back side of the bank card and that in the event the card is used without the user placing his signature in the signature box of the back side of the card, he shall himself be responsible for any disputes to arise therefrom and that he shall be obliged to present his identity card upon the request of the relevant work/business place.
- 9.4. That for the cash depositing transactions to be made by the use of the bank card and/ or a password, the amount determined in the actual money count of the bank shall be predicated on.
- 9.5. That he shall pay an annual fee for active Bank Cards in the amounts to be determined by the Bank; that in the event he fails to apply to the Bank in written at least two months before the last date determined for the use of the card and the card is therefore renewed, the annual card fee shall be charged to the Drawings Account during the term in which the card is renewed.
- 9.6. That for the cash withdrawal and/or shopping transactions to be made with the Bank Cards, the effective date of the transactions made before the end of office hours during the business week shall be the previous business day, while the effective date of transactions made after business hours shall be the same business days and the effective date of transactions made during the weekend and public holidays shall be the subsequent business days.
- 9.7. At the stage of authorization (i.e. the permission to undertake transactions by means of the Bank before the performance of shopping and cash withdrawal transactions) to be obtained from the Bank for the cash withdrawal and shopping transactions to be made outside Iraq, a limited amount blocking may be imposed on the card holder's DA under certain circumstances to overcome the difference to arise from any currency fluctuations.



- 9.8. That records of receivables and payables arising due to the use of the Bank Card outside Iraq shall be changed into currencies determined by the Bank over the exchange rates determined by International Card Entities, whereafter the Bank shall be notified by such transaction and that the said transactions concluded shall be turned into the currency used for the card account with the selling rate of exchange effective until 23.59 the previous day during which the transaction had been charged to the card, whereafter it shall be charged to the card holder's DA.
- 9.9. In cases of cash withdrawal transactions made by the use of Bank Cards and/ or shopping transaction amounts and cash withdrawal transactions made in Iraq yet through other banks' ATMs or outside of Iraq as well as transactions made at the branches of banks and cash disbursement offices, the cash withdrawal commission per transaction as determined by the Bank shall be charged to DA.
- 9.10. That in cases where transactions he shall perform with the Bank Card outside Iraq are subjected to currency exchanges by international card entities, the currency exchange fee to be determined by the Bank shall be charged to DA.
- 9.11. That transactions to be made by the use of Bank Card and/or Password issued to legal persons shall be considered to have been made by authorized persons.
- 9.12. That the Bank shall not be responsible for the non-delivery or defect of goods or services bought from member Businesses and to be obtained by the usage of the Bank Card and/or Password.
- 9.13. That the up-to-date table of fees available at the [www.isbank.iq](http://www.isbank.iq) address for the fees and commissions to be collected for Bank cards in line with the provisions given in attachment to this agreement.

## **10. USAGE OF CREDIT CARDS**

- 10.1. When issuing a Credit Card, the Bank may, in addition to the Credit Card Account being opened, also open a Withdrawing Account in the name of the Credit Card Holder in the currency used for the Credit Card Account.
- 10.2. The Credit Card Holder agrees and undertakes to obtain the documents requested by the Bank during credit card applications in an accurate manner.
- 10.3. The execution of the agreement by the Credit Card Holder does not impose any liability upon the bank to issue any Credit Card. The Bank shall issue credit cards in the name of the Credit Card Holder with the limit to be deemed appropriate as a result of the assessment to be made by predicating on the information it shall obtain as well as the application form and documents attached thereto. Credit Cards to be issued after the signature of this agreement shall also be within the scope of this agreement.
- 10.4. The Credit Card Holder shall be conjointly responsible for the transactions made by card.
- 10.5. The Credit Card Limit and Customer Limit shall be notified to the Credit Card Holder upon delivery of the Credit Card to its holder. The Bank has the authority to lower the Credit Card and/or Customer Limit of the Credit Card Holder.
- 10.6. The Bank may increase available card limits upon the requests of the Card Holder. Moreover, the Bank may grant periodical increases in available limits according to the assessment it shall make upon the overall instruction it shall receive by the Credit Card Holder from places and through channels as determined by the relevant legislation. The Credit Card Holder agrees that the card limit increase shall be valid unless he objects to the notification to be made by the Bank at least 15 days before such increase.

- 10.7. The Credit Card shall be signed by the Credit Card Holder in the name of whom the card has been issued, such signature to be placed in the signature box on the back of the Credit Card after the card is received. All legal liabilities to arise from any failure of the card holder to sign into the signature box shall lie with the Credit Card Holder. The Credit Card Holder is obliged to present their identification documents if the member business so requests.
- 10.8. Credit Cards shall be valid with member businesses, banking branches, the units authorized by the Bank and/or International Card Entities and authorized ATMs provided such cards are used until the last date given on said cards. The Credit Card Holder may reach their Credit Card accounts by using ATMs or ATM (+)s with their Credit Cards or take advantage of all ATM/ ATM (+) services offered for his other accounts.
- 10.9. The Credit Card Holder agrees that the last date for use of the credit card as shown on the front side of the card shall be valid until the last day of the month given on the card (including the last day) and that the card may no longer be usable after said date. Credit cards the end date of which have expired may be renewed with a new end date if deemed appropriate by the Bank and unless the Credit Card Holder requests the contrary two months before such end date by latest.
- 10.10. The property of the card shall belong to the Bank ownership, while the Credit Card Holder is obliged to immediately return the cards to the Bank upon the request of the latter. The Bank may, when required, seize such cards itself or by means of ATMs, International Card Entities and Member Businesses.
- 10.11. The expenditure document adjusted at the Member Business during the purchase of goods and/or services shall be signed by the Credit Card Holder in situations other than those where the identity of the Credit Card Holder is determined by a code number, password or any other identity determining method. The Credit Card Holder agrees to keep a copy of the expenditure statement issued by member businesses for themselves/ himself for the follow up of his/their account.
- 10.12. Issuance of an expenditure document shall not be required when the Credit Card Holder purchase or request any goods or services by using their Credit Card number over internet or phone banking or by means of an order form.
- 10.13. The return of any good, cancellation of any services purchased by the use of the Credit Card as well as the return of any duplicate payment or the amount in the credit voucher drawn up in the member business for any reason shall be credited to the Credit Card Account of the Credit Card Holder. The Credit Card Holder agrees that the Bank shall by no means become party to any dispute to arise between themselves and the Member Business in the event a good and/or service is returned.
- 10.14. The Bank shall by no means become a party to any of the disputes to arise between the Credit Card Holder and the Member Business as regards the type, quality, defect, delivery, return of and similar matters concerning the goods and/or services purchased by the former. The payment of payables due to the Bank cannot be refrained from on such grounds and argued as a refutation of said liabilities. The Credit Card Holder agrees that the debts incurred due to the purchase of goods and services by himself through the use of the Credit Card shall be charged to his account.
- 10.15. The Credit Card Holder agrees that the records of debt and receivables arising from the use of his Credit Card by himself outside Iraq shall be converted to foreign currencies determined by Bank and over exchange rates determined by International Card Entities and notified to the Bank. The commissions charged for transactions and cash withdrawals which the Credit Card

Holder has made outside Iraq shall be credited/charged to his accounts by predicating on the currency exchange rate of the Bank one day before the said transaction is charged to the card used. The Credit Card Holder agrees that the selling rate of exchange given by the Bank on the date of payment shall be predicated on for the payments to be made into foreign exchange indexed credit card accounts.

- 10.16. The Credit Card Holder agrees and undertakes that when the transactions made by himself outside Iraq are subjected to currency exchange by international card entities, the currency exchange fee in rates determined by the Bank shall be charged to the Credit Card account and that the said fee may be changed by the Bank by notifying the Credit Card Holder thereof within the scope of Article 10.28 of this agreement.
- 10.17. The Credit Card Holder may withdraw cash from his/their Credit Card account by using his/their Credit Card at units authorized by the Bank and/or entities being members of International Card Entities, Member Businesses and/or ATMs. The purchase of precious stones, metal and goods by credit card as well as the purchase of foreign exchange, transfer of debts for the purpose of settling the card holders any other credit card debts, all payments made to persons and entities, gambling, stock exchange transactions / purchase of securities, vacation vouchers, transactions made by means of jewelry stores, transfer transactions are bound by cash withdrawal provisions.
- 10.18. The Credit Card Holder undertakes not to exceed the cash withdrawal limits to be determined by the Bank and to pay any amounts paid by ATMs in excess of what has been required back to the Bank. The Credit Card Holder agrees that during his transaction of withdrawing cash from his Credit Card account, his Credit Card account shall be charged in the amount of cash withdrawn.
- 10.19. During the cash withdrawal transactions from the Credit Card Account of the Credit Card Holder by himself a cash disbursement document is drawn up and this document shall be signed by the Credit Card Holder in cases other than those where the identity of the Credit Card Holder is determined by a code number, password or any other method for the determination of the Card Holder's identity. However, since a cash disbursement document cannot be drawn up for cash withdrawal transactions by means of ATMs, the Credit Card Holder agrees that the Bank records shall constitute final evidentiary records and that this shall be binding upon himself since this is of an evidentiary agreement in nature.
- 10.20. The Credit Card Holder agree and undertake to pay the cash withdrawal transaction commission over the rates and amounts determined by the Bank for cash withdrawal transactions and that the said commission may be changed by the Bank provided that such change is notified to the Credit Card Holder as per Article 10.28 of this agreement.
- 10.21. The Credit Card Holder agrees and undertakes to pay the interest arising due to differences in maturity terms for transactions subject to interest applications as made at businesses with which a forward sale agreement has been concluded by the bank. The Bank may determine the interest rate arising due to the differences in maturity terms specifically for each individual business.
- 10.22. The Credit Card Holder agrees to pay the annual main card fee as determined by the Bank, and that the Bank may alter such annual fees within the scope of Article 10.28 of this agreement provided that such changes are notified to the Credit Card Holder by the Bank. Unless the Credit Card Holder makes a written application to the Bank for the non-renewal of the card at least two months prior to the expiry date of the card and the card is therefore renewed, the annual card fee shall be charged to the Credit Card account of the Credit Card Holder.

- 10.23. The Credit Card Holder agrees that all records of debts and receivables to be charged/ credited to his account due to the use of the Credit Card inside or outside Iraq shall be carried forward to the credit card account statement until the cutoff date and notified to himself by the Bank. The Credit Card Holder is obliged to be informed of his debt by using the facilities provided to himself by the Bank (phone banking, ATM, internet etc.) even if the account statement has not been served to himself until the last day of payment term or request that the Bank notify him of the account statement, such request to be sent to the Bank before the last date of payment determined for himself.
- 10.24. The Credit Card Holder reserves the right to object to the records and receivables notified to himself with the credit card account statement. However, the Credit Card Holder agrees that he shall notify the Bank in written of which parts of the statement notified to himself are objected to within 10 days as of the last day of payment with relevant justification of such objections and that otherwise the account statement shall become final, that the books and all records kept by the Bank shall be final evidence in all objections and all disputes to arise with respect to the Credit Card. The Bank shall reply to any complaints and objections to be made by Credit Card Holders as regards the use of the card within 20 days as of the application date.
- 10.25. The Credit Card Holder agrees and undertakes to pay all costs to be incurred due to phone calls made by the Bank, notifications served as well as warnings to be given by SMS texts and notary attested legal warnings in cash or charge such costs to the Credit Card Holder's credit card account or offset with other accounts.
- 10.26. The Credit Card Holder agrees and undertakes that interests, fees, costs and commissions may be altered by the Bank within the scope of Article 10.28. of this agreement, provided that such change be notified to the Credit Card Holder.
- 10.27. The Bank shall notify the Credit Card Holder of all changes to be made in the agreement, including provisions concerning commissions and all kinds of fees by means of the account statement. The Card Holder agrees and undertakes that the changes made in the agreement shall be valid as of the last payment date determined for the term during which the notification has been made and that he shall be considered to have accepted such changes if he continues to use the card as of such last payment date.
- 10.28. The Credit Card Holder agrees that the Bank is authorized to mature the entire debt payable and demand the immediate payment thereof in the event any information in the Application Form and documents attached thereto are found to be incorrect, the Card Holder loses his solvency in part or in full, provisional injunction or an attachment order is passed by third parties the, a default in the payment of debts occurs if the Card Holder has passed away, the Card Holder has been declared bankrupt, requests the deferral of his bankruptcy, his accounts are seized and a trustee is assigned.
- 10.29. The Credit Card Holder agrees irrevocably that the information he has provided with their card applications are correct and complete; that the Bank is authorized to collect intelligence as deemed appropriate by the Bank and that they shall present the documents requested.

## **11. PROVISIONS TO APPLY FOR ACCOUNTS CHECKING ACCOUNTS**

### **The Customer agrees, declares and undertakes;**

- 11.1. That he shall submit the Bank with the information and documents requested by the Bank for the opening of a checking account and the issuing of a check book therefrom as well as the information and documents requested in conformity with relevant procedures, accurately, validly and in a way which would legally bind himself.

- 11.2. That while requesting a check book from the bank, using a check book and drawing a check, he shall act in conformity with the Iraqi Commercial Code or laws and relevant legislation to replace the former.
- 11.3. That the Bank is authorized to transfer amounts to be deducted from his account for transactions, warnings, notifications and communications expenses to another account for each check leaf to be drawn by himself and that the Bank has the right to offset and establish lien over such blocked account.
- 11.4. That in the event the checks he has drawn remain dishonored, the Bank shall be authorized to honor the checks by carry forward the due amounts to his other account and that the Bank may exert such authority if it wishes, that the Bank can by no means held accountable if the authority is not exerted and that the Customer will not have any right to object or place any claims against the Bank.
- 11.5. That in the event the Beneficiary is the drawer himself, the Bank shall make payment by provisions if such check is submitted to any other branch which the check account is held. Moreover, if the authenticity of the signature on the check is doubted, the Bank shall be authorized to admit the check for encashing and sent it to the relevant Branch.
- 11.6. That during the payment of the check, the Bank is authorized not to make a payment in case it finds the beneficiary or the check suspicious.
- 11.7. That the Bank shall be always authorized to request the return of check books and leaves and that upon such request by the Bank to have check books and leaves returned, these check books and leaves shall always be returned to the Bank.
- 11.8. That the Bank shall have no obligation to present with respect to Bank checks he hold and which are to be drawn with endorsement for collection or alienatory endorsement to be charged to his account; that for the collection of amount on the date of issue, these shall be considered to have been presented to the relevant branch by the real-time provision transaction to be performed in an electronic environment; in the event account balances cannot be reached in electronic environments through terminals due to incidents beyond the control of the Bank such as system failure, communication failures and power cuts, the Bank shall be controlled to perform the provision transaction via phone and other communications means he shall deem fit or, if it wishes, send these checks to the relevant branches for collection.
- 11.9. That he shall himself be responsible for consequences to arise due to the expiry of the presentation term during postage time for other checks he holds and which he had issued to the Bank for collection; that the Bank shall not be responsible thereof, provided that there are no faults attributable to the Bank with respect to the consequences of any postal delays and the loss of the check during postal transmission; that he shall ensure the check being conveyed to the relevant branch by post unless an instruction to the contrary is given and that he shall himself present a case for cancellation of the check in case it is lost at the stage of postal transmission.
- 11.10. That the bank is authorized to keep the checks which have been given to the Bank to be credited to his account with an alienatory endorsement or a restricted endorsement in its own name and to present these to its own branches / relevant banks within the presentation term for collection.
- 11.11. In the event the checks which he has given with an alienatory endorsement to be credited to his account are dishonored or are lost at the postal stage o transmission to relevant branches/banks, the amount credited to his account may be appropriated by the Bank to ensure that the Bank collect its receivables; that check fees shall be charged to their accounts with the

effective dates on which they were credited to their accounts; that in cases where check amounts must be reimbursed the check amount shall be paid upon the first request of the Bank together with the late interest determined by the Bank; otherwise such amount shall be charged to his account.

- 11.12. In the event the checks he holds are partially dishonored and he fails to accept the partial payment as of the presentation date, he shall be considered to have waived his right to place claims against the Bank,

In the event the checks he holds are partially dishonored and he fails to accept the partial payment as of the presentation date, he shall be considered to have waived his right to place claims against the Bank,

- 11.13. That upon his request, checks allocated for himself or third persons by the Bank with a "blocked" mark and those checks which he shall draw over the Bank's current accounts receivables which have been marked by the Bank as "blocked", these shall be paid by the branches of the Bank without commissions; that the Bank shall be authorized to collect the value of checks drawn as described above by cash or transfer any accounts, including check accounts of the Bank without any further need to obtain any instructions on this matter, transfer such amounts to another account and block said accounts and collect the said amounts; that said amounts shall be pledged to the Bank for the debts to arise for the honoring of said checks; that the Bank shall be further authorized to offset such amounts for the receivables arising from the payment of said checks and to decide as to whether apply any interests on the said blocked amounts; that if in case of dishonored checks which have been blocked are presented to the Bank before they are encashed or the relevant account is blocked and offset and if the Bank then makes a payment, the Bank shall apply interests to be calculated together with credit interest rates to be determined by itself, such interests to be applied until the date the Customer shall make a payment, while the customer shall further pay all the costs to be incurred by the Bank.

- 11.14. That if checks to be paid by foreign currency is encashed upon drawing of checks over a foreign exchange account, any losses to arise due to the exchange of currency during the valuation procedure between foreign exchange accounts shall be borne by himself together with the IQDs corresponding to the difference between exchange rates and said losses as well as the taxes arising therefrom. If he however draws a check payable over IQD accounts, the Bank shall have the authority not to pay this check; if the Bank accepts to make a payment, the foreign currency amount given on the check leaf shall be charged to his account in corresponding IDQ amount to be valued by the selling rate of exchange as announced by the Bank on the date such check was presented; the Bank shall be further authorized to charge his account with all taxes to arise from foreign currency / effective selling procedures to the IQD account held at the Bank or a foreign exchange account.

- 11.15. Check leaves cannot be cancelled unless returned physically or a court order has been passed concerning their invalidity and such order is presented to the Bank, that the encashment of check leaves cannot be demanded to be returned unless such check leaves are cancelled.

- 11.16. That in case an order has been given against him preventing him to draw checks or open a check account, he shall return all check leaves he holds to the Bank and perform all of his obligations foreseen by relevant legislation including the submission of information and documents in the relevant legislation to the Bank.

## **12. PROVISIONS CONCERNING TRANSFERS**

**The Customer agrees, declares and undertakes** that the Bank shall perform his transaction instructions within the below written terms and the Bank's regulations.

- 12.1. The customer is obliged to state upon each transfer instruction clearly the receiver of the transfer, the open address of the receiver, the phone and identity/ passport number and the amounts to be transferred with a taxpayer identity number when required so by relevant legislation.
- 12.2. As a rule, if there is a malfunction occurring during on-line transfers and no instructions to the contrary are given, the transfer shall be made after the rectification of the malfunction.
- 12.3. The Bank is free to notify the recipient of the transfer within the term it shall deem appropriate by invitation, warning, phone or verbal notification or transfer such amount to the recipient's account.
- 12.4. While the customer cannot claim that the right to revert the transfer has been waived, the transferor shall be responsible for all Bank payments to be made in cash or payments made into recipient's accounts after the placement of the transfer order, although such order/invitation shall place no liability to pay the transfer amount until the Bank becomes indebted towards the recipient of transfer, not shall this include the acceptance of such transfers by the recipient. If the placement of a transaction order/ extension of related invitation are construed to place the Bank under any debt, any debts to arise therefrom shall rest with himself.
- 12.5. All liabilities of the Bank shall end with the payment of transfer amounts to its recipients and he shall have no further rights to object to the Bank and its correspondent banks even if receivables of creditors are collected by lien.
- 12.6. The Bank shall have no responsibility/liability in cases where transfers, virements and payments made by instant banking tools, all kinds of self-service means and similar practices alongside other transfers apart from such practices are declined by the recipient for any reason. Nor shall the Bank be responsible for any delays, interruptions and losses of any Bank letters written for transfer instructions to be given as stated above in Article 12.1 due to mistakes of the Postal Administration or the failure of the timely transfer transaction due to any injunctions on his own account or any account he shall make transfers to or the unavailability of the account on the last payment date for automatic virements, provided that the Bank has made no mistakes attributable to itself in that respect. The Bank shall not become a party to any dispute to arise between himself and these persons or entities or to any procedures concerning late interests and fees to be demanded by relevant persons or entities for the aforementioned reasons.
- 12.7. In the event the Customer is not the receiver of transfer, the Bank shall be authorized to withdraw the transfer amounts which have incorrectly been credited by relevant accounts.
- 12.8. If the foreign currency transfers paid to himself through the Bank by crediting such amounts to his account/ accounts held at the Bank or paid in cash to himself in IQD and/ or foreign currency are found to be duplicate payment, counterfeit or fraudulent or refrained from being credited to relevant Bank accounts by the intermediaries of the Bank and/or in the event such amounts are claimed back for any reason, the Customer shall repay the Bank the amount paid by the Bank in cash and in sum together with the interests, costs and commissions. Moreover, any and all costs, interest and commissions to be made by the Bank for these procedures and/ or to be requested by other intermediaries of the Bank inside or outside Iraq, shall be covered by himself; in the event the Bank and/or intermediary banks press charges on these transfers, all payments to be made by the Bank shall also be borne by himself.
- 12.9. The Customer consents that the Bank may grant information on himself which may be requested from the Bank by the beneficiary, the banks inside or outside Iraq making the

payments or being intermediaries of the transfers to be made through the Bank by himself to recipients or into accounts held in banks inside or outside Iraq or any such information which may be required for the implementation and performance of transfer transactions inside and/or outside Iraq.

### **13. BANK'S AUTHORIZATION REGARDING VIREMENT, AUTOMATIC PAYMENT/ AUTOMATIC TRANSFER / VIREMENT ORDER /NONDIRECTIVE PAYMENT**

**The Customer agrees, declares and undertakes that;**

- 13.1. That the Bank is authorized to carry an account forward to another without awaiting his instructions.
- 13.2. That any losses to arise during the virement procedures between foreign currency drawing accounts shall be borne by himself; that the Bank shall be authorized to charge his IQD account or foreign currency drawing accounts held at the Bank to cover for the differences between exchange rates and the amounts corresponding to such losses; that in the event he draws checks from foreign currency accounts opened in foreign currency effective values the effective buying and buying exchange rates of which are different, any differences to arise due to the conversion procedure shall be charged to the foreign exchange drawings account.
- 13.3. That as per agreements executed between himself and relevant persons and/or entities, any debts to arise and become payable to relevant persons and/or entities due to subscription fees, registry fees, insurance premiums, prices for goods and invoice costs, shall be charged to his account held at the relevant branch of the bank on dates said persons and/or entities have notified the Bank thereof unless his order given on this matter is cancelled in written. If the available balance in his account is insufficient to cover the said amount of debt, the entire amount or part of his debt shall be charged to his overdraft account linked to his initial account, provided that supplementary credits have been allocated to said overdraft account and his credit limits is sufficient to cover said debts, thereby the Bank shall regularly pay the payables to relevant persons and/or entities or transfer such payable amounts to the accounts of relevant person's and/ or entities' accounts held at the Bank.
- 13.4. That the Bank shall not become party to any dispute to arise between himself and relevant persons and/or entities due to amounts, quality of the deductions made in amounts as notified to the Bank or for any other reason; nor shall the customer place any objections against the Bank due to deductions and refutations. The Bank shall always be authorized to charge the customer's account any duplicate amounts which have been paid.
- 13.5. That in the event he is being paid his salary via Bank transfers, any debts to arise and become payable to the employer due to an incorrect/ duplicate payment made into his account by the employer, said amounts shall be paid back to the employer on the date the employer notifies the bank of the situation and the amounts to be reimbursed from his account(s) held at the Bank; that the Bank shall not become party to any disputes to arise between the employer and himself due to the character and amounts of the deductions to be made by the employer in amounts notified to the Bank or for any other reason and that he shall not be able to place any objections to Bank as regards such payments and deduction.
- 13.6. That in the event there is not available funds in his account as given in his automatic payment / automatic transfer instructions, the Bank shall not be obliged to make automatic transfers by scanning other accounts held by himself or by virements to accounts for which a transfer order has been given through the scanning of other accounts held by himself; that in order for the transfer to be made on the day given in the instructions, his accounts shall be made ready for the transfer amount given in his instruction until 24.00 hrs one day before the transfer date given



in his instructions and that in case the transfer date given in his instructions are a weekend date, the Bank shall be authorized to collect said amounts on the last payment date or the last business day before said last payment date or the following business day from his accounts and that in such circumstances he shall be responsible himself for following up on the invoices the due dates of which are a weekend day.

- 13.7. That with respect to transfers being the subject matter of automatic payment practices, he shall always keep amounts available in his account each time for such transfers and that in addition to such amounts he shall keep available amounts equaling to the sum of commissions, taxes and costs and that otherwise such transfer transactions can by no means be performed and that the Bank shall by no means be liable therefore; that the Bank is not obliged to carry forward any transferrable amounts to any account for which a transfer instruction has been given if there are insufficient funds in said accounts or make any transfers from other accounts for which no instructions have been given. However, in cases where his current drawings account for which automatic payment instructions have been given do not have sufficient funds, such transactions shall be made by special instructions he shall give to the Bank.
- 13.8. That for the effective performance of services being the subject matter of automatic payment/ transfer practices, the Bank shall be authorized to receive, record into its registers, use as a condition of his services and notify all official and private legal entities all information and documents related to himself and kept by entities he had stated in this application.
- 13.9. In the event he wishes to pay his debts to various entities the Bank has agreements with by means of Instant Banking services, such payments shall be made by ATMs both from his own account or in cash, while he shall be able to pay only from his accounts in the event he uses other Instant Banking channels.
- 13.10. That in the event he wishes to pay his debts payable to various entities the Bank has made agreements with by receipt for cash at the cashier's desk, he shall be subject to the Bank's costs and commission for the transactions.
- 13.11. That in the event the agreements signed between the Bank and relevant persons and/or entities terminate for any reason, the Bank shall by no means be held responsible due to the failure to proceed transactions after the Bank's announcement of the situation by means such as warnings, notifications etc. and that he shall by no means have the right to make any objections and claims against the Bank.
- 13.12. The Customer agrees and declares that before the legal relations between himself and the persons and/or entities given in his instructions concerning automatic transfers/ automatic payment practices are terminated, he shall notify the Bank thereof, have automatic transfer/ automatic payment instructions for the ending services cancelled and necessary notifications made to the Bank in this respect. He further agrees and declares that in the event he fails to make any notifications to the Bank for the cancellation of automatic transfers/ automatic payment instructions for the ending services, yet the Bank finds out by any means about the termination of such relations being the subject matter of his instructions concerning automatic transfers/ automatic payment practices or wishes to give any other orders on the same matters, the Bank shall be authorized to cancel automatic transfers/ automatic payment orders on its own motion and without any further need for extending warnings related thereto.

#### **14. OVERDRAFT ACCOUNT (SUPPLEMENTARY ACCOUNT)**

**The Customer agrees, declares and undertakes;**

- 14.1. That in the event overdraft accounts are allocated, the Bank shall be authorized to determine the overdraft limit and the terms of use thereof in accordance with the conditions of the days

and his own standing, the Bank shall be authorized to determine the overdraft limit and the terms of use. The Customer further agrees and declares that the Bank, may notify the Customer in written of the new overdraft limit which it shall determine on its own motion or upon the Customer's request if the Bank wishes to make such written notification; the change in the limit shall be conformed to as of the date on which such change had been made even if such notification is not made or such notification is made yet not served to/received by the Customer; the Customer shall use overdraft amounts provided by the overdraft account within the credit limits determined by the Bank. The Bank may exert the mentioned authorities if he wishes yet the Bank shall not be held responsible due to any lack of such exertion and the Customer shall have no right to make any object and claims against the Bank.

- 14.2. That in the event the check amounts to be drawn are compatible with the type of limit offered to himself by the Bank, such amounts may be encashed by the Bank within the given credit limits; that in the event said limits are exceeded the drawn check shall be treated as a dishonored check; that the Bank shall be able to use said authority if it wishes; that the Bank shall by no means be held responsible for any failure to use/ abstention from using such authority and that the Customer shall have no rights to objection and to make claims against the Bank.
- 14.3. That in cases where there are insufficient funds available in his drawings accounts, the transfer instructions he has given may be performed by charging his overdraft account within the provisions of this agreement concerning transfer instructions; that the Bank may exert such authorities if he wishes and that the bank shall by no means be responsible for any failure to/ abstention from the exertion of said authority and that the Customer will not have any rights to objections and make any claims against the Bank.
- 14.4. That the Bank shall collect the following by charging his overdraft account: all debts, installments, insurance premium fees, instructed invoice settlements payable/ accrued due to any credit card agreements, consumer loan agreements and any kinds of agreements signed and/or to be signed as well as undertakings, requests and the like made within the scope of this agreement together with any and all fees, commissions and costs incurred, such charges to be made in the event there are insufficient funds in the Customer's drawing accounts and there are no instructions given by the Customer to the contrary.
- 14.5. The Customer agrees and declares that he shall pay the interests the Bank shall determine and calculated over the declared overdraft interest rates in accordance with this agreement and as of the date of use given for the disposition of said credits; that any changes in the credit/ overdraft interest rates shall be announced by notifications and that such changes in interest rates shall be applicable for himself as of the notification/announcement date.
- 14.6. The usage of credits shall be made at counters and through the Instant Banking system, foremost being ATMs. Since the overdraft account opened by the Bank in the name of the Customer is linked to the Customer's drawings account, the Bank shall be authorized to offset the Customer's overdraft payables with the amounts of money paid into his account or incoming transfer either instantly upon such payments or by the end of the same day. The Customer agrees and declares that the overdraft account shall be used within the framework of the below given provisions.
- 14.7. The overdraft interest shall be accrued and collected periodically. The Customer agrees and declares that the Bank shall collect on its own motion the interest of the Customer's overdraft account linked to his drawings account together with other expenses related thereto; that in the event he does not have sufficient funds available for cover for such amounts payable, the unpaid amounts of debt shall be paid by the Customer upon the maturity of said payables according to the maturity provisions of this agreement together with all the expenses to be made by the Bank and a default interest in the amount corresponding to twenty five percent higher

than the highest current interest rate applicable for commercial loans granted by the Bank through the creditor's bank overdraft account, such interest to be applicable from the interest collection date as determined by the parties on till the settlement date.

- 14.8. The credit interest shall be collected by periodical accrual. The day on which the account has been opened or the date which has been agreed on by the parties shall be predicated on for the monthly performance of interests in the following months. The accrual date and the collection date shall be the following business day, if they not within the current month or are a holiday. The Bank shall be authorized to change the interest performance period by notification through means of announcement, warnings and similar ways as well as serving notifications to the Customer when required by the relevant legislation.
- 14.9. The Customer agrees and declares that the date on which he uses his overdraft account shall be the effective date, while such effective date shall be the following business day for covering the overdraft amounts used by making money transfers; that in the event the account is used on a holiday the effective date shall be the previous day. In the event however the overdrafted amounts used by money transfers on a holiday are covered for, the following business day shall be considered to be the effective date.
- 14.10. The Customer agrees and declares that in the event his credit limit is overdrawn for any reason, he shall be responsible for the part exceeding the credit limit within the framework of the provisions given in this agreement. The Customer further agrees that as of the date on which the credit limit has been overdrawn, he shall pay default interest amounting to twenty five percent of the highest current interest rate applicable for commercial loans granted by the Bank through current accounts.
- 14.11. In the event the Customer fails to make due payment on the day to be determined by considering the date on which the overdraft account was opened or the date which the Customer had determined initially, notified to the Bank and received the latter's consent for ("date of payment"), the debt arising from the Customer's use of his overdraft account shall mature without any further need to serve any notifications related thereto. In the event the payment date is not within the current month or an official holiday, the debt shall be considered to have matured the following business day. For each unpaid overdraft amount of a given payment term, a default interest shall be applied at a rate which amounts to twenty five percent higher than the highest commercial loans granted by the Bank through bank overdraft, such interest to accrue as of the relevant due date for the term till the date of actual payment. The Customer agrees that in cases where it is revealed that any of the information he has given to the Bank come out to be incorrect, he defaults on his payments in full or in part, provisional injunction or lien is established on his assets by third parties, he fails to provide collateral guarantees despite such guarantees having been requested by himself, any outstanding balances of debt payable to the Bank and arising due to the decease of the Customer, his bankruptcy, request for a bankruptcy arrangement plan, his being interdicted and the assignment of a trustee, the Bank shall become authorized to mature all amounts of debts and requests that such debts are paid immediately. In cases where legal proceedings for the settlement of the account must be initiated due to reasons given above; the total principal together with the interest thereof accrued between the date on which the overdraft was granted and the date on which legal proceedings related thereto were initiated yet uncollected by the Bank are calculated and the amounts yielded are reflected on the legal proceedings. Any assurances the Bank has had established as per relevant provisions for this agreement (right to lien, pledge, seize and bailment) shall continue to be valid until all debts of the Customer are liquidated, such debts payable to the Bank having arisen for any reason, including indemnities/sureties.

14.12. The Bank may, in the presence of justifiable reasons, close the Customer's overdraft accounts by notary attested notifications and miscellaneous ways, without giving any reasons thereof or cancel the agreement. The Customer agrees and undertakes to pay the Bank any and all debts arising and payable to the Bank for the interest, commissions the Bank shall receive upon termination of the agreement, closure of accounts or for any other matters if the Bank closes his accounts or terminates the agreement, while such payments are to be made in cash and in sum upon the service of the notification concerning the closure of accounts or the termination of the agreement.

## **15. INSTANT BANKING SERVICES**

- 15.1. The Customer agrees and declares that all activations to be requested and transactions to be performed by himself through notification made by the use of Internet Banking applications the Bank has offered for service and utilized by the use of "Customer Number"/ "User Code" given by the Bank as well as the use of the Password/ Passwords and/ or password tables/ devices, through his personal application to the Bank or his use of Instant Banking tools shall be made without his signature as a requirement of the system; that the instructions to be given by himself by the use of relevant Customer Number, User Code/ Codes and Password/ Passwords and/ or password tables / devices shall be valid and used in place of any written orders to be given by himself and that Instant Banking transactions cannot be performed by a third party through power of attorney.
- 15.2. The Customer agrees and declares that he shall preserve the Customer Number/ User Code and Password(s) given by the Bank with due diligence, that any transactions made by the use of the Customer Number/ User Code and Password/ Passwords shall be considered to have been made by himself. The Customer further agrees that as regards the use of Bank Cards and Credit Cards, the above given provisions shall equally apply for Instant Banking Services practices.
- 15.3. The Customer agrees and undertakes that he consents to the Bank's keeping of audio and visual records for the transactions he undertakes by using Instant Banking channels, that he has no right to objection due to the Bank keeping audio and visual records; that the Bank shall have no responsibilities within the scope of Iraqi Criminal Code due to the recording/keeping of such audio and visual records; that audio and visual records to be kept by the Bank shall also constitute evidentiary proof and be of a legally binding nature and place himself under the burden of debt, that he shall have no right to object to these rights and that this shall constitute an evidentiary agreement.
- 15.4. The Customer agrees and declares that the Bank shall not be held responsible if services cannot be provided due to technical difficulties such as any device malfunction, communication failures, slowdown in communications, any jamming in lines which cannot be caused by the Banking system or any malfunctions to occur between the devices used for accessing the Banking systems and the Banking computing system.
- 15.5. In the event the Customer takes advantage of any of the Instant Banking Channels which the Bank provides and is to provide as of the date on which the Agreement was executed, the general provisions concerning Instant Banking Channels shall apply.
- 15.6. The Customer agrees and declares that Instant Banking transactions such as those made by debit cards, credit cards, pre-payment cards at ATMs, through Mobile Banking, Phone Banking and Internet Banking are banking services which require high levels of information safety and which may be abused by ill-willed person if security rules are not complied with exactly; that therefore the hardware and software programs (minimum up to date programs such as firewalls, anti-virus programs, internet protection programs and the like) required for himself must be kept

available in order to take maximum advantage from Instant Banking services; that he must not procure such services over internet sites which are unsafe, inauthentic and keep unauthorized personal information (which cannot be connected through the “https” format and/or which are not of a minimum 128 byte SSL security level), nor must he obtain such services through computers and connection points in public areas (computers in internet cafes and unsafe wireless connection networks) and that in case there are insufficient technical information, he shall strictly refrain from using said products and services.

- 15.7. The Customer agrees and declares that he shall solely and exclusively be entitled to take advantage of the services to be provided by the Bank within the framework of this Agreement and the right to dispose of his accounts shall only belong to himself/ the users thereof; that any and all transactions made with the Password given by the Bank shall be considered to have been made by himself, that he shall pay due diligence for keeping the said Password/ Passwords secret; that he shall not disclose said Password/ Passwords to any third person and that he shall not allow any third party to use such Password(s).
- 15.8. The Customer agrees and declares that in the event his cell phone number(s) as initially provided to the Bank change(s), the SIM card for said GSM number is stolen or lost, he shall immediately notify the Bank of such situation, that otherwise the Bank shall not be responsible for any losses to be incurred both due to these reasons and the use of the SIM Card by third persons or the reproduction thereof by GSM operators or third parties.
- 15.9. The Customer/ User agrees and declares that he consent to the use of his cell phone number he uses for access to the banking services and applications provided by the Bank for use with cell phone connection as a security component for the determination of the identity of the Customer receiving banking services, such use to be made by sharing said cell phone numbers with the Bank over the mobile operator services the Customer/ User is a client of.
- 15.10. The Customer/ User agrees and declares that he consents to the transmission of all information he shall provide on the pre-application screen to become a Mobile Signature user to third persons being party to the Mobile Signature application.
- 15.11. The Customer/ User agrees and declares that in cases where mobile signatures are used, the Bank shall by no means be responsible for the services and applications to be provided by the other party to the Mobile Signature application, those being Electronic Certificate Service Providers, Mobile Operators and Mobile Signature Platform Providers (including but not limited to transactions/ procedures related to the renewal of qualified the electronic certificate and its term of use, suspension/ termination of the use of electronic signatures/ mobile signature applications, deductions arising from the electronic signature /mobile signature applications, technical interruptions and incorrect procedures).
- 15.12. The Customer agrees and declares that that the Bank may determine the highest amounts of transactions to be made separately or jointly for each Instant Banking channels, such transactions to be classified on a daily basis and/or transaction basis together with the upper limits for the transfer of customer assets to other accounts, while he further agrees that the Bank may also change such limits and ceilings when necessary.
- 15.13. The Customer agrees and declares that he shall keep the Card Password and/ or Customer Password and/or Commercial Password safe, take all measures to prevent the use of such information by others, refrain from giving/ sharing these passwords to/ with others, not to allow other to use these passwords; that any transactions to be made by the use thereof shall be considered to have been made by the Customer even if they were to be made by a third party. The Customer further agrees and declares that with respect to the transactions made by the use of Card Passwords and/or Customer Passwords and/ or Commercial Password belonging to

himself, he shall agree in advance that he waives his rights to objection and plea that such transactions were not made by himself.

- 15.14. The Customer agrees and declares that the Bank shall not be responsible for any defects in the goods and/ or services he has purchased from third parties by taking advantage of Instant Banking services provided by the Bank.
- 15.15. The Customer agrees that, in cases where applications are allocated to himself by the Bank allowing him to download such applications to his cell phone and computer together with devices which can generate One Time Passwords (OTPs) within the scope of the agreement, he shall be obliged not to lose such device and prevent it from being stolen. The Customer further agrees that in the event such devices or applications are interrupted, cannot be uploaded or unavailable for use due to technical problems and similar reasons, hardware and/ or software problems; he shall inform the Bank immediately and that the Bank shall not be held responsible for any transactions to be made from his own account until notifications are made to the Bank.
- 15.16. The Customer agrees and declares in advance that the Bank shall not be responsible for any losses to be incurred due to any transactions made by himself while using the Instant Banking services provided by the Bank by predicating on the information/ offers/ directions provided as "suggestions/ offers"; that he shall not be entitled to litigation, objections and refutations against the Bank for such losses and that the Bank shall not be held accountable for such losses.
- 15.17. The Customer agrees and declares that he shall not disclose/ share the password given for using said services to/ with anyone, including the personnel of Türkiye İş Bankası A.Ş. and that he shall take necessary actions to prevent that said password is used by any person other than himself; that he shall inform the Bank and change his password as soon as he suspect the password from being disclose any third person; that otherwise he shall be responsible for the transactions to be made over the account by unauthorized persons.
- 15.18. The Customer agrees and declares that the Bank records and the values effective upon transactions made shall be predicated on in cases of any disputes concerning as to when the instructed transactions have been made.
- 15.19. Customer **agrees, declares and undertakes** that the Bank may terminate his right to take advantage of Instant Banking services in the event Customer's account held at the Bank is closed, he fails to comply with his undertakings in this agreement or without providing any justifiable reason for such termination.

## **16. ATM TRANSACTIONS**

- 16.1. The Customer shall be able to perform banking transactions found appropriate by the Bank over the Bank's ATMs with cards issued in his name and/or without such cards to the extent the Bank's available systems allow him to, by using biometrical methods and advanced security tools or without using any of the aforementioned.
- 16.2. Since unjust enrichment shall be the case if the Bank determines that excessive/ duplicate payments are made to the Customer, the Customer agrees that in such case he shall immediately return such amounts upon request and that otherwise a default interest to be applied by the Bank for commercial loans within the term starting with the request date and the date on which such amounts are returned.
- 16.3. The Customer agrees and undertakes that all transactions to be made by himself through the ATMs of the Bank and/ or other banks connected to international card systems which the Bank is a direct member of, while performing such transactions without signature by the use of the

debit card given by the Bank, the credit card, pre-payment cards and/ or without said cards through any of the Bank's ATMs and within the limits granted to himself by the Bank and all transactions made thereby can be evidenced by the books, documents and computer records.

- 16.4. The Customer agrees and declares that his responsibilities concerning his card shall start with the receipt of said card or the notification of the card number, which does not have any physical presence.
- 16.5. The Customer agrees and declares that in the event the ATM/ debit card or password information as given by the Bank are lost, stolen, taken by force and/ or if he finds out that transactions have been made by the use thereof without his will, he shall call the Call Center of the Bank by dialing +90 850 724 0 724 and +90 216 444 02 02 immediately or by written notification (The Customer shall be responsible for the losses incurred due to illegal uses made before the notification of the Bank. The Customer will be able to request insurance for the liability amount related to the loss incurred due to illegal usage before notification, provided that insurance premiums have been paid.) and that all transactions made over his account until the Bank changes his card and passwords shall be considered to have been made by himself,

The Customer agrees and declares that in the event he fails to immediately notify the Bank of these matters or fails to make any notifications related thereto at all, he shall bear all responsibilities thereto and that in the event the Bank incurs any losses therefore and makes any payments in relation thereto, he shall cover for these losses immediately in cash and in sum upon the first request of the Bank without any objections or refutations or settle such payments and fully relieve the Bank in this matter.

## **17. INTERNET AND MOBILE BANKING SERVICES**

- 17.1. The Customer agrees and declares that while taking advantage of the internet and mobile banking services provided by the Bank, he shall use licensed and up-to-date communication system as well as licensed and up-to-date anti-virus and/ or internet security program.
- 17.2. The Customer agrees and declares that the Bank shall not be considered to have made any undertakings in the procurement of hardware and software within the scope of Internet and Mobile Banking services the Bank shall offer.
- 17.3. In order to take advantage of the Internet and Mobile Banking services provided by the Bank, the Customer is obliged to use the internet address and application announced by the Bank. The Bank may change the announced internet address and applications any time he wishes. The Customer agrees and declares that the Bank shall not be responsible for any delays and losses to be caused/ incurred, that he himself is obliged to follow up on the changes made by the Bank.
- 17.4. The Customer agrees and declares that he has been informed by the Bank of the risks related to Internet and Mobile Banking, that he has read and understood the information concerning such risks as given on the Bank's internet site at [www.isbank.iq](http://www.isbank.iq), that the Bank has taken all security precautions provided by technology; that current and/ or new security precautions can be developed and applied; that changes may be made or suspended and that he is himself responsible for following up on the security precautions provided by the Bank.
- 17.5. The Bank shall perform the banking services to be provided over the Internet Branch and Mobile Banking Applications in line with the information provided by the Customer. Therefore the Customer agrees and the Bank shall not be held responsible for any losses to be incurred due to incorrect entry of information (entering wrong amounts, incorrect statement concerning which installment is being paid etc.).

17.6. The Customer agrees and declares that he shall entirely be responsible for the payment of fees requested for internet access to be used by himself to take advantage of Internet and Mobile Banking services provided by the Bank and that the Bank shall by no means be held responsible for this matter.

## **18. CLOSING OF ACCOUNTS, CANCELLATION OF DEBIT CARDS AND CREDIT CARDS, TERMINATION OF AGREEMENT**

**The Customer/ Card holder agree, declare and undertakes;**

- 18.1. That the Bank is authorized to close all or part of the accounts opened in his name and/or terminate the agreement in the event he fails to comply with any of the agreement provisions, in case of his bankruptcy, exceeds his credit card limits or the presence of other justifiable grounds, such closures/settlements and terminations to be made by proper notifications; that the Bank may request the return of the Bank's Credit Card; that any expired card(s) may not be renewed; that in the event the agreement is cancelled or the Credit Card(s) are not renewed by the Bank, the liabilities of the Customer arising from the use of such Credit Card(s) shall continue; that agreement provisions shall be valid until all of his/their debts and liabilities are entirely performed; that debts and liabilities to arise due to the use of the credit card(s) despite the Bank's notification of the agreement's termination, shall become mature as of the date on which the credit card(s) has/ have been used and without the need of any further notifications to be served to the Customer/ Card holder.
- 18.2. That he/ they shall pay all of his/ their debts in sum and in cash in case the agreement is terminated for reasons given above; that until the entire amount of the outstanding debt is paid, he shall pay default interest, commissions and costs within the framework of the provisions foreseen in the agreement.
- 18.3. Any unused check leaves or those check leaves which are unsuitable for use shall be returned to the Bank upon the closure/settlement of the account together with those check leaves and books unused until that date.
- 18.4. That in the event the Bank settles/ closes accounts and/ or cancels cards granted, suspends their use or are not renewed, any interests, commission and other receivables to be collected by the Bank in relation to such closure, settlement, cancellation or suspension and any other grounds shall be immediately paid by himself to the Bank upon the notification of such suspension, cancellation, closure or settlement and that the Bank shall reserve the right to claim interest on said grounds.
- 18.5. That in order to make any termination request, a notification must be served one month in advance and that all receivables of the Bank to arise in connection with this agreement shall be covered by himself and that all accounts must be settled/ closed by then; that in the event the account is closed by the termination of the agreement by the Bank or himself, the outstanding balance remaining in his account shall be transferred to a blocked non-interest bearing account without prejudice to the foregoing provisions.
- 18.6. That in the event the services performed within the scope of this agreement, the agreement shall not automatically expire, yet be suspended until a new service is used. He/they further agree(s) that in the event he/ they applies/ apply to the Bank to take advantage from any of the services given in this agreement however, the agreement provisions shall become effective again and that all banking transactions to be made within the framework of said services shall entirely be governed by the provisions of this agreement.

## **19. DEFAULT OF DUE PAYMENTS, THE RIGHT OF THE BANK TO COMPENSATION, OFFSET RECEIVABLES AND TO ESTABLISH LIEN**



- 19.1. The Customer/ Credit Card Holder shall, in the event he owes any debts payable to the Bank; if the Bank understands that the Customer has been made excessive/ duplicate payments by any means or that his DA/CRA has turned into outstanding debt payable to the Bank due to virements made from any other account being kept at the Bank; in case the debts arising due to the use of the Bank Card issued for himself cannot be covered by his available fund in his bank accounts; then interest shall be applied for such amounts payable as of the date such outstanding debt has occurred such interest to be calculated by highest rates allowed by relevant legislation and applied by the Bank for said term; that a further default interest may be applied for the above amounts as of the date on which notifications are served to himself for the payment of said amounts, such default interest to be twice as high as the highest current interest rate applied by the Bank for the overdraft accounts together with any default interest to be applied for any costs to be made by the Bank in addition thereto; that he shall further cover all of the costs to be incurred by the Bank due to such procedures.
- 19.2. The Customer/ Credit Card Holder agree and declare that the Bank has the right to retention concerning the following: against any of his receivables arisen and to arise due to this agreement or any other reason; all of the receivables arisen and to arise as well as his accounts opened and to be opened in his name in any of the branches of the Bank inside and outside Iraq; any Capital Market Instruments and precious metals, other goods and ware purchased and entrusted/ to be entrusted to the Bank; all instruments/ promissory notes as well as documents, consignments, share certificates and bonds/ debentures presenting any and all commodities/ stock belonging to the Customer and kept in the Bank at any time; the vouchers/ coupons thereof and other negotiable/ legal instruments. The Customer / Credit Card Holder further agree and declare that the Bank may collect its receivables by exerting such rights at any time and by any price he wishes without any further notifications to be served to the aforementioned; to sell these on the stock exchange market or externally without resort to enforcement procedures, thereby collecting the fees/ prices thereof together with applicable default amounts and other deductions; such amount to be deduced/ collected being exchangeable against receivables.
- 19.3. The Customer / Credit Card Holder unconditionally agree and declare that the Bank shall be authorized to request, receive and collect his rights and receivables which are payable to himself in form of wages, premiums, bonuses, seniority indemnity and any other means and which he transfers to the Bank for the settlement of his debts to the extent allowable by applicable legislation, such requests, receptions and collections to be made to his employer.
- 19.4. The Customer/ Credit Card Holder **agree, declare and undertakes** that the Bank is authorized to admit on his own behalf the transfers made into/ for his account and to credit such transfers to his current account in the Bank or a new account to be opened in the Bank in his name; that the Bank shall be further authorized to offset any debts exceeding the amounts transferred into his accounts by lien and notifications thereof. The Customer/ Credit Card Holder also agree and declare that the Bank has a similar offsetting authority by means of establishing lien and relevant notifications, such exertions to be made over the amounts of transfer to be made through the headquarter or any branch of the Bank.

## **20. COMMON PROVISIONS**

### **The Customer / Credit Card Holder hereby agrees, declares and undertakes that;**

- 20.1. Any transactions carried out under this Agreement has not been completed or canceled or a partial payment is effected because of a technical failure or another reason may be automatically canceled by means of a reverse transaction.

- 20.2. The Bank is authorized to determine and adjust the average annual credit balance of accounts under this Agreement and that the Bank will not pay any interest for such accounts if the annual average remains below the credit balance.
- 20.3. The Bank is authorized to collect fees that the Bank has designated as Annual Account Transactions Charge, Annual Account Operating Charge, Annual Account Operating Fee, Annual Account Safe Custody Fee, Account Operating Charge, etc. based on the Bank's tariff as part of the Bank's policy from his/her account(s) as data related to transactions carried out through his/her account(s) and/or data pertaining to the account(s) is kept in the information technologies system and that he/she will pay such amounts upon the Bank's first claim if there is not a sufficient balance in his/her accounts.
- 20.4. The Bank is authorized to close any account by giving prior notice if his/her any account under this Agreement has remained inactive for at least one year or its balance has remained below the level fixed by the Bank and has thus caused the Bank to incur a loss.
- 20.5. The Bank is authorized to charge a different fee for any transaction that the Customer has performed through Instant Banking channels by taking account of the cost incurred by and efficiency provided for the Bank as a result of such transaction provided that such different fee does not exceed the fee and cost tariff specified for branches.
- 20.6. Share certificates and bonds being held by the Bank in safe custody, amounts in deposit accounts which has been opened in his/her name in order to issue a check book even if it has not been delivered; transferred amounts; interest that will accrue for his/her deposits, receivables, and assets kept in safe custody until the end of the period of limitation and his/her last claim on his/her any deposit, assets kept in safe custody, and receivables will be subject to period of limitations unless they have been claimed within the period set by the **Central Bank of Iraq or competent authorities in accordance with laws and regulations from the date of his/her last claim, transaction, or any written instruction.**
- 20.7. Period of limitation will be interrupted when a competent authority has blocked and account and resume to run when the account is unblocked.
- 20.8. Will reimburse the Bank for all kinds of costs and attorney's fee that the latter may incur in order to collect any amount payable under this Agreement by instituting a lawsuit or forced payment proceedings in accordance with the provisions of applicable laws;
- 20.9. The Bank will not deposit any collateral if it seeks an injunction or cautionary attachment;
- 20.10. If has designated any person or persons authorized to represent him/her in respect of actions pertaining to this Agreement, any action taken until the Bank has been informed of any replacement of such persons will be binding on him/her.
- 20.11. The Bank will send no account statement in respect of services and accounts under this Agreement unless he/she has requested such account statement or it is mandatory under applicable laws.
- 20.12. The Bank's records will constitute conclusive evidence and an evidential contract and will be binding on/him her in respect of any dispute which may arise from this Agreement and any transaction to be carried out by using Bank and Credit Cards and Passwords issued by the Bank as well as all kinds of self-service devices and Instant Banking applications.
- 20.13. Will promptly inform the Bank if he/she has lost any card or document containing identity/account details issued to him/her.

- 20.14. The Bank's records will prevail if there is any discrepancy between information an an informative email which does not represent an account statement and the Bank's records.
- 20.15. Consents to the archiving of his/her photograph or signature by scanning passport-sized photograph, ID card, application form, etc. or by taking his/her photograph by a web camera or digital camera in the Bank's system/records and that the Bank is authorized to use or not to use such photograph and that the Bank will assume no obligation if his/her photograph is not used and that the Bank will be under no obligation to store his/her photograph and that it may at its sole discretion destroy his/her photograph without giving any notice.
- 20.16. Will maintain collaterals that he/she has provided as stipulated in the relevant articles of this agreement until all current and future amounts payable, including the collateral, to the Bank.
- 20.17. Is acting in his/her own name and account in respect of all kinds of accounts opened and to be opened with the Bank under this Agreement and that he/she is not acting on behalf of a third party and, if he/she is acting on behalf of a third party, he/she will promptly inform the Bank of such third party and his/her ID details prior to the completion of the transaction.
- 20.18. It may also be necessary to use a password etc. depending on the application in order to prove identity regarding all kinds of transactions and formalities to be carried out with the bank; and that he/she will make no claim against the Bank if a transaction cannot be completed because of a technical reason provided that there is no fault attributable to the Bank and that he/she consents to the storage of data to be derived from such samples in the Bank's system.
- 20.19. The Bank may post notices and/or advertisements related to products and services under this Agreement and appendices on the Bank's website or notice boards at branches, Instant Banking channels, and account statements and send them to the Customer's address, telephone number, or email address shown on the Bank's records.

## **21. APPLICABLE LAW AND COMPETENT COURTS OF JURISDICTION**

- 21.1. The Parties agree and declare that legal norms of Iraq shall be applicable to any disputes to arise due to this agreement and that the Courts and Executive Offices of Iraq shall have jurisdiction over the resolution of any disputes.

The Customer/ Card Holder agrees and declares that he/she has read, understood and accepted by negotiation the entire Banking Services Agreement and that all provisions of the agreement shall be binding upon himself/herself.

This agreement is signed in English and/or Turkish Languages as well as Arabic language. In case of any ambiguity, conflict or doubt, the Arabic text shall prevail.

**DATE: ..../..../20...**

**CUSTOMER:**

**"I have been hand delivered a copy of the agreement"**

**Stamp and signatures**

**BANK:**

**TÜRKİYE İŞ BANKASI A.Ş. .... Branch**

**Stamp and signatures**

\_\_\_\_/\_\_\_\_/\_\_\_\_

**CREDIT / ATM CARD APPLICATION FORM**

To the attention of TÜRKiYE İŞ BANKASI A.Ş..

I declare by this document which I sign that the information I have given below are correct and request that the Bank issue a credit/ATM card in my name.

**(Applicant) Card Holder**

Name and Surname : \_\_\_\_\_

ID/ Passport No : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Date and Place of Birth : \_\_\_\_\_

Business/ GSM Phone : \_\_\_\_\_

E – Mail : \_\_\_\_\_

Requested Card Limit : \_\_\_\_\_

**Supplementary Card Holder (Joint Debtor)**

Name, Surname : \_\_\_\_\_

ID/ Passport No : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Date and Place of Birth : \_\_\_\_\_

Business/ Cell Phone : \_\_\_\_\_

E – Mail : \_\_\_\_\_

Signature of the (Applicant) Card Holder

Signature of the Supplementary Card Holder

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**THIS SECTION MAY BE ONLY FILLED BY THE BANK STAFF**

**APPROVED BY**

**REFERENCE:**

**Name and Surname:**

**Title:**

**Signature:**

## ATM CARD NOTIFICATION AND REQUEST FORM

According to the instruction No. 9/2/43 Dated 29 January 2018 issued by Central Bank of Iraq/Exchange and Supervision Office/Inspection Section of Commercial Banks / Inspection Division of Private Banks the form has been drawn up by our Bank as an integral part of the Banking Services Agreement to be signed in order to provide customers with clear, understandable, and comparable information regarding interest, fees, commissions, and charges related to the products and services listed below, which are offered by our Bank to individuals or legal entities requesting an ATM card as well as related application procedures and guidelines in respect of commercial, professional, individual and [all related requests and directives](#).

**NAME OF PRODUCT : ATM Card**

**TERM : Unlimited**

### INTEREST, FEES, CHARGES, AND COMMISSIONS APPLICABLE TO ATM CARDS MASTERCARD MAESTRO/ MASTERCARD DEBIT/ VISA ELECTRON/ VISA DEBIT/

	Is Bank IRAQ
<b>Card Contribution</b>	50 USD
<b>Cash Withdrawal Charge (From our bank's ATMs)</b>	-
<b>Cash Withdrawal Charge - From the ATMs of other banks in the same country</b>	%3 min 5 USD, max 20 USD
<b>Cash Withdrawal Charge - From ATMs of Overseas Banks</b>	%3,5 min 6 USD, max 20 USD
<b>Cash withdrawal Charge - (From IsBank's ATMs outside of Iraq)</b>	2% min 4 USD, Maximum 15 USD
<b>Currency Conversion Charge</b>	2%
<b>Balance Enquiry Charge</b>	1 USD

**I hereby acknowledge and confirm that I have received a copy of the agreement in person.**

Name- Surname:

Date :

Signature :