

**PRIVATE INTEGRATOR  
CUSTOMER SERVICES LETTER OF UNDERTAKING****Article 1. Subject and Parties**

The terms and conditions specified in this letter of undertaking shall apply in respect of the services applied for by the customer through the system among the private integration services offered by eFinans Elektronik Ticaret ve Bilişim Hizmetleri A.Ş. (“QNB eFinans”).

**Article 2. Definitions**

<b>Services</b>	Refers to the services which are offered by QNB eFinans and to be selected and used by Customer, or the services which will be offered in the future under applicable legislation and to be provided upon purchasing of the customer.
<b>Main User</b>	Refers to the person notified by the Customer through the Application Form or online application and who is authorized to perform the transaction.
<b>Application Form</b>	Refers to the Authorization Form in which the Customer will inform the type of service selected and the Main User and the information of that person.
<b>System</b>	Refers to the web system managed by QNB eFinans where details of the Services, fees, terms of use and principles are set forth, and where the Customer selects services.
<b>Electronic Application Parties</b>	(online) The service purchasing platforms offered in electronic environment to put QNB eFinans products into use. Refers jointly to QNB eFinans and the Customer.

**Article 3. Services to Be Provided****3.1. Services and Their Scopes**

The Customer knows that the Services they select over the system will be provided by QNB eFinans.

e-Ledger size limit includes general journal, general ledger, patents, source data for creating e-Ledger.

The Customer agrees that, if the service relationship is terminated for any reason, he/she will take the necessary measures to carry the data stored under the services provided by QNB eFinans onto its own information system or to another integrator. He/She accepts that QNB eFinans is not responsible for the sanctions imposed by the administrative authorities if such measures are not taken.

In e-Invoice, e-Archive Invoice and e-Waybill applications, credits will be deducted according to the size of the document. 1 credit will be deducted for up to 250 KB per document that comes from and goes to the Customer's package and QNB eFinans reserves the right to change KB size and number of credits specified herein.

After the limits in the selected Service package are used completely, or if the customer wishes to receive a new service that QNB eFinans offers or will start to offer, the Customer may make new purchases via QNB eFinans' sales channels with the Main User contact information.

The Customer knows that documents will be created and submitted using the financial seal belongs to QNB eFinans. (Documents sent (excluding e-Ledger) are automatically signed by QNB eFinans without the need for the Customer's signature and forwarded to the RA.) The Customer shall also notify QNB eFinans when wishes to perform transactions with his/her own financial seal.

The Customer will observe the obligations set forth in the Privacy and Terms of Use text in the System, as announced by QNB eFinans regarding the Services.

**3.2. Electronic Accounts**

**3.2.1.** An electronic account or the accounts (“Account” or “Accounts”) regarding the relevant Services shall be opened for the Customer on the basis of the information provided by the Customer and the necessary information shall be provided to this Account. In order to open Accounts, the information requested by QNB eFinans must be submitted to QNB eFinans in full.

**3.2.2.** The use of the Accounts regarding the Services shall be the sole exclusively of the Customer. The Customer ensures the confidentiality and security of the information such as user name, keyword, password of these Accounts, takes the necessary measures to prevent keywords and passwords from falling into the hands of unauthorized persons, may not

make these Accounts available to any other person under any circumstances without giving written notification to QNB eFinans or may not disclose to third parties the information that will enable its use. The Customer shall immediately notify QNB eFinans in case of any problems regarding the security of the username, keyword and password of his/her Account, or suspicion on the possession by third parties, and QNB eFinans shall not be responsible in any way for any damages that may occur during the period until such notification is made.

### **3.3. Closure of Electronic Accounts**

**3.3.1.** Requests for the closure of accounts for use are made by the Customer by applying to QNB eFinans in writing, through the closure module on the application or through QNB eFinans Call Center. Upon Customer's request to close the use of the Account or Accounts, QNB eFinans shall close such accounts **within following 5 (five) days** upon receipt of the request, provided that the Customer does not have a balance of debt. In the event that the Customer has a debit balance, QNB eFinans will close the account within 5 (five) days after such balance is paid off.

**3.3.2.** If the service relationship is terminated for any reason, use of all Accounts shall be closed by QNB eFinans without the need for any request. Upon the Customer's notification to QNB eFinans of the request to close the Accounts in accordance with the applicable legislation, the service relationship shall be deemed to have ended without any compensation obligation.

### **3.4. Authorization**

In the event that the Main User is dismissed from the company and leaves the office, the Customer is obliged to inform QNB eFinans in writing of this situation and the person appointed in place of him/her as soon as possible, together with the information requested for the Main User. Until this obligation is fulfilled, QNB eFinans has no obligation to block access to this person's QNB eFinans Account, and the Customer is responsible for the transactions made with this person's username, password and keywords. In the event that other users to be identified by the Main User on the system are dismissed from the company and leave the office, the obligation to prevent such persons from accessing the QNB eFinans Account remains with the Customer, and thereafter the Customer shall be responsible for all transactions carried out with such person's username, password and keywords.

### **Article 4. Fees and Terms of Payment**

**4.1.** 75% of the Package Fees specified in the Service Fees contained in the System is received for the creation services and 25% is received for the storage (archive) services.

**4.2.** e-Ledger Monthly Service Fee includes the service for creating, viewing and storing e-Ledger records through QNB eFinans Cloud Application.

**4.3.** Preservation period for e-Archive, e-Invoice and e-Ledger and e-Waybill services is 10 (ten) years. In the event that requests exceeding these periods are notified to QNB eFinans in writing, commercial terms are re-determined by the Parties according to the requested period and additional agreements are made in this regard.

**4.4.** After the limits in the selected Service package have been used completely, additional packages must be purchased. If QNB eFinans permits the Customer to exceed the package limit within the scope of the Service at a certain rate, these excesses shall be deducted from the next package limits to be purchased by the Customer, and in cases where the permitted excess rate is also used and no new package is purchased by the Customer, no transaction is allowed in the system.

**4.5. Monthly Service Fee:** In the event that a Monthly Service Fee will be applied to the Customer, it starts to be applied upon the purchase of any Service at the first entry into the system, and in the event that Customer purchases any other Service, no additional Monthly Service Fee shall be claimed for each Service purchase. In cases where the Monthly Service Fee is not collected due to the Customer's participation in a special campaign, the Monthly Service Fee applicable to the newly purchased Service shall be charged separately from the Customer if the Customer who benefits from the campaign purchases another Service. In cases where Monthly Service Fee is paid, application features may not be used when this payment is not made. In the event of termination, upon the official request of the Customer, his/her files in the archive shall be delivered to him/her only for once. In case the Customer requests the files in the archive after a certain period from the termination date, the Monthly Service Fee will be charged in bulk in cases where it is received from the Customer.

**4.6. Admission Fee:** In the event that an Admission Fee is applied to the Customer, it is received only once upon the first entry into the system. If Customer purchases any other Service, it is not requested separately for each Service purchase. In cases where the Customer is involved in a special campaign, the terms of admission fee contained in campaign terms will apply.

**4.7. Invoicing:** Monthly Service Fee will be invoiced and forwarded to the customer by QNB eFinans on a quarterly basis. Package fees and admission fees for the services offered will be invoiced and forwarded to the customer upon completion of the purchase on the System.

**4.8. Training:** Portal usage training can be arranged by QNB eFinans for a fee if requested by the Customer.

**4.9.** When the customer requests developments in ERP (Enterprise Resource Planning)/accounting system, the process is designed and invoiced separately. Some ERP/accounting program connectors and all other services prepared by QNB eFinans are priced separately.

**4.10.** Within the scope of additional service purchases, QNB eFinans has the right to change unilaterally the fees determined for all services it offers. The Customer agrees, declares and undertakes that he/she knows this issue and that he/she will not make any objections to the changing fee.

**4.11.** If the Customer is not an e-Invoice payer on the date of invoice, the invoice to be issued regarding the service / product purchased by the Customer shall be forwarded electronically to his/her e-mail address specified in the Application Form within the scope of the e-Archive Invoice.

**4.12. Service Activation:** Activation of the service to be purchased by the Customer will be made following the payment of the fees.

**4.13. Involvement in a Campaign:** If the Customer benefits from the campaigns offered by QNB eFinans and/or QNB eFinans business partners, the terms of the campaign shall apply first. In case the conditions for benefiting from the campaign are eliminated, the Customer will be invoiced over the standard prices applied by QNB eFinans during the continuation of the Agreement.

#### **Article 5. Responsibility**

**5.1.** The Customer is obliged to provide the information and documents to be provided regarding the Services in a complete and accurate manner. In case of any deficiencies or inaccuracies in the information or documents submitted or if an inconsistency is detected which may cause suspicion of forgery, the Customer shall compensate QNB eFinans for any damages incurred or to be incurred for such reasons. In this case, QNB eFinans reserves the right to stop the Services.

**5.2.** The customer accepts, declares and undertakes that the information he/she gives about himself/herself, the documents he/she presents and the information given in the Application Form or **Electronic (online) Application** are correct and complete, that the Main User he/she authorizes and any other users to be defined by this person on the system are his/her own employees, and that any information to be made to the Main User and ~~any instructions given by this person bind his/her company~~ the company accepts, declares and undertakes any instructions given by this person.

**5.3.** The Customer shall not claim anything against QNB eFinans due to the temporary or permanent cessation of the activities of QNB eFinans or the failure in providing Services completely or as required because of force majeure such as reasons beyond its control or natural disasters, legal barriers, general comprehensive problems in telecommunications and energy infrastructures that may prevent the provision of Services.

**5.4.** Customer is aware that QNB eFinans owns all property rights, including all intellectual property rights in respect of the Services and including any rights acquired or to be acquired in the future or contingent rights. QNB will not exhibit any behavior that would harm or contradict the validity of eFinans's property and intellectual property rights or trademarks and will not give rise to the exhibition of such behavior. Otherwise, the Customer is responsible for any damages that QNB eFinans is exposed to or shall be exposed to for such reasons.

**5.5.** The Customer acknowledges, declares and undertakes that he/she is aware of the Rules Regarding the Use of Accounts and other technical documents on the website of QNB eFinans and/or the portal, which are issued separately for each Service, that he/she has reviewed, read them and agreed on contents of each and that he will comply with the regulations herein and any updates to be made from time to time. QNB eFinans shall not be liable for any loss or damage resulting from any use contrary to these rules.

**5.6.** The Customer has approved in advance the use of his/her logos, trademarks and trade names in promotional and marketing activities by QNB eFinans.

#### **Article 6. Termination and Cancellation**

**6.1.** The Customer undertakes to purchase the Services subject to this Letter of Undertaking from QNB eFinans for a period of 1 (one) year. Unless a written notice of termination is made by the Customer at least 30 days before the end of the term, the Service relationship shall continue with the same conditions. If the Customer or the Main User purchases a new service package through the sales channels or begins to use a new Service, the termination date shall be the termination date of this newly purchased package or newly purchased service.

**6.2.** If the Customer fails to make invoice payments in full and on time, QNB eFinans may terminate the Service relationship with a written notice at least 15 (fifteen) days in advance. QNB eFinans may discontinue and/or suspend the services until payment is made due to non-payment of fees.

**6.3.** In case of an adjudication order, declaration of concordat against the Customer, insolvency in payment of debts, appointment of a trustee, dissolution, if he/she gets into liquidation or in case of the appointment of a trustee, receiver and

related similar official person for the administration of his/her assets, QNB eFinans may immediately terminate the letter of undertaking without the need for any extension of time.

**6.4.** The Customer acknowledges, declares and undertakes that, in the event that he/she or the Main User acts in contradiction to the obligations and conditions specified in this Agreement and/or the relevant legislation, QNB eFinans may close/suspend the accounts and terminate the relationship arising from this Agreement unilaterally, in which case the Customer will not be able to claim compensation against QNB eFinans in any way including reimbursement.

**6.5.** In the event that the Services subject to the letter of undertaking are terminated by the Customer for any reason, the units in the Service packages purchased will be void, the Customer cannot request the return of units or refund.

#### **Article 7. Protection of Personal Data**

The Customer acknowledges and declares that he/she knows that the personal data he/she shares with QNB eFinans, if required within the scope of the Services, is processed by QNB eFinans in accordance with the Law No. 6698 on the Protection of Personal Data and its secondary regulations and other relevant legislation which may come into force in the future and under the terms of this letter of undertaking.

The Customer accepts, declares and undertakes that the personal data transferred to QNB eFinans is processed within the scope of the Services, fit for purpose, in connection with and limited to the intended purpose, that they will be retained until the end of the time required for the provision of services, that he/she knows that they will be deleted, destroyed or anonymized if the reasons for processing the personal data are eliminated.

Customer agrees and declares that due to legal obligations and within the framework of legal limitations, the personal data transferred to QNB eFinans may be transferred to persons, institutions and/or organizations required/permitted by the Tax Procedure Law, e-Invoice, e-Ledger, e-Waybill, e-Archive and other relevant legal legislation as well as provisions of other Laws and other legislation, including article 73/4 of Banking Law no. 5411, without limitation, to public legal entities, authorities, judicial authorities, which are authorized to receive personal data such as ICTA, RA, SSI, to shareholders of QNB eFinans and its subsidiaries, employees, consultants, auditors, to third parties from which QNB eFinans receive services as a complement and extension of its activities with which it cooperates, to domestic/overseas financial institutions, domestic/overseas/international organizations from which service/support/consultancy are received or with which it becomes a project/program/financing partner and to organizations from which independent auditing and support services are received.

#### **Article 8. Notifications and Notices**

The address in the Application Form or **Electronic (online) Application** entered by the customer through the system is the official notification address. The notices to be made to the last reported address shall be deemed to have been served to the Customer unless changes of address are notified to QNB eFinans.

The Customer agrees to approve that electronic and telephone notification may be made to the contact information of his/her legal personality and/or the Main User, regarding the contents of the services offered by QNB eFinans, changes in their content, their use, Service Package quota, quota and unit changes, error reporting, maintenance and repair, introduction and information of new products and services created by QNB eFinans and other transactions and that his/her contact information may be shared with the call center and business partners, limited to the scope in this article.

#### **Article 9. Settlement of Disputes**

Istanbul Courts and Execution Offices shall have jurisdiction over the settlement of all disputes arising from the letter of undertaking.

#### **Article 10. Evidential Agreement**

In the event of disputes, in addition to the legal evidence that are clearly set out in the Code of Civil Procedure and might be submitted by the parties, all electronic records kept in e-mail correspondence, recorded telephone calls and the Accounts relating to services between the Parties shall serve as evidence in accordance with article 193 of the Code of Civil Procedure. Records created through QNB eFinans application are considered as definitive evidence until proven otherwise.

#### **Article 11. Amendments**

The provisions of the letter of undertaking may be amended in writing and in agreement with the Parties, by means of notifications to be made through the Call Center and electronic records to be made by the Main User via QNB eFinans portal and QNB eFinans website.

In the event that any article of this Letter of Undertaking conflicts with the previously signed and currently valid agreement between the Customer and QNB eFinans, the relevant article of that agreement shall apply.

This Letter of Undertaking consisting of 11 (eleven) articles shall be valid on the date of approval by the Customer through the System. The Customer agrees, declares and undertakes that the financial seal confirming the Letter of Undertaking has been acquired and used by the person authorized to represent the company in accordance with the relevant legislation.