

**CONDITIONS EURO-PLUS SAVINGS ACCOUNT  
AND EURO-PLUS DEPOSIT****Article 1 Definitions:**

In these Conditions the terms below are defined as follows:

- A. Bank: Yapı Kredi Bank Nederland N.V.
- B. Joint Account: an Account as described in Article 4.1 of these Conditions
- C. Account: Euro-Plus Savings Account
- D. Account Holder(s): one or more natural or legal persons in whose name the Account is opened
- E. Contra Account: a current account in the name of the Account Holder notified to the Bank by the Account Holder or, where applicable, in the name of the Account Holder's legal representative with another financial institution in the Netherlands
- F. Time Deposit: Euro-Plus Deposit
- G. Conditions: these conditions regarding the Euro-Plus Savings Account and the Euro-Plus Deposit

**Article 2 Opening the Account:**

- 2.1 The Account can be opened in the name of a natural person or a legal entity. The first deposit into the Account must be made from the Contra Account, in order to comply with the Dutch statutory duty to provide proof of identity. A copy of a valid proof of identity must be provided to the Bank together with the completed and signed application form. The Bank reserves the right to refuse to open an Account.

**Article 3 Minority and Legal Capacity/Incapacity:**

- 3.1 An Account in the name of minors who are not married, and have never been married, can only be opened if the legal representative(s) has/have co-signed the application form and has/have attached copies of a valid proof of identity. The Account will be registered in the name of the intended minor Account Holder. Only the legal representative(s) can dispose of the minor's Account. The legal representative(s) is/are jointly and severally liable for compliance with all obligations imposed on the minor Account Holder with respect to the Account.

**Article 4 Joint Account**

- 4.1 If the Account is opened in the name of two or more natural persons, this will constitute a Joint Account. Each Account Holder will be jointly and severally liable for acts performed by the other Account Holder with respect to the Account. The Account Holders will be independently authorised to issue instructions to the Bank with respect to the Account and will be deemed to have been authorised by the other Account Holder to issue these instructions and to perform all (legal) acts in implementation of or in connection with the provisions of these Conditions.

**Article 5 Contra Account:**

- 5.1 The Contra Account from which the first deposit into the Account will be made must be held in the name of the Account Holder.
- 5.2 If the Contra Account with respect to a Joint Account is not registered in the name of both Account Holders, both Account Holders must separately submit a Contra Account registered in the Account Holder's name and they must separately make the first deposit from their respective Contra Accounts. If the Contra Account is registered in both their names, the Account Holders can make the first deposit from that Contra Account.
- 5.3 Transfers to an account other than the Contra Account(s) or an account with the Bank are not possible.
- 5.4 A maximum of two Contra Accounts can be submitted per Account.

**Article 6 Minimum deposit:**

- 6.1 The Account does not require a minimum deposit.
- 6.2 The minimum deposit for a Time Deposit is set at €5,000.

**Article 7 Changes**

- 7.1 All changes must be notified to the Bank in writing (letter). Changes can also be submitted by fax or e-mail if a "Fax-, E-mail- and Telephone Declaration" has been signed and sent back to the Bank.

**Article 8 Withdrawals:**

- 8.1 Transfer requests are only accepted if made in writing or by telephone. Transfer requests can also be submitted by fax or e-mail if a "Fax-, E-mail- and Telephone Declaration" has been signed and sent back to the Bank.
- 8.2 Transfers from the Account can only be executed by means of a giro transfer of funds to the Contra Account indicated by the Account Holder(s) upon the opening of the Account or to an account with the Bank. Cash withdrawals/deposits are not possible.
- 8.3 No costs will be charged with respect to regular transfers.
- 8.4 Instructions for urgent transfers must be submitted to the Bank before 3 pm in order to process that instruction the same day. An amount of €10,- will be charged for urgent transfers.
- 8.5 Transfers to a Contra Account that has not yet been identified will not be carried out.

**Article 9 Account Statements**

- 9.1 A monthly statement will be sent if an account movement took place with respect to the Account. A quarterly statement will be sent if no account movement occurred.

**Article 10 Interest Rate:**

- 10.1 The interest rate with respect to the Account will be determined by the Bank and may be changed at any time.
- 10.1 The interest rate with respect to the Time Deposit will remain unchanged during the agreed term.

**Article 11 Value Date:**

- 11.1 Credit balances will become interest-bearing on the day they are received by the Bank.

**Article 12 Basis of interest calculation:**

- 12.1 The calculation of the interest on the Account will be based on the correct number of days and each year will be set at 365 days. A leap year is set at 366 days.

**Article 13 Payment of interest**

- 13.1 The interest on the Account will be paid into the Account at the end of each quarter in March, June, September and December.
- 13.2 The interest on the Time Deposit will be paid at the end of the agreed term. Interest accrued on deposits with a term of more than twelve months will be transferred annually to an account with the Bank, unless the Account Holder elected to receive the interest at the end of the term.

**Article 14 Terminating the Account:**

- 14.1 The Account Holder(s) can request the Bank in writing to terminate the Account, following which the Bank will transfer the balance plus interest to the Contra Account(s). This written instruction must be signed by one of the Account Holders in the case of a Joint Account.
- 14.2 If the Bank is of the opinion that the Account is used improperly, the Bank will be unilaterally authorised to terminate the Account and to transfer the balance plus interest to the Contra Account(s);
- 14.3 The Account Holder(s) cannot effect the termination of the Account until the term of the Time Deposit has expired.

**Article 15 Opening a Time Deposit**

- 15.1 The instruction to open a Time Deposit can be made in writing (letter, fax, e-mail) or by telephone. The moment the Bank receives the instruction will be considered the contract date. A Time Deposit opening will be done from the balance of the Account. Several simultaneous deposits may be held in connection with the Account. Opening a Time Deposit requires the prior opening of an Account.

**Article 16 Termination/Extension of the Time Deposit**

- 16.1 The Account Holder(s) can request the Bank in writing (letter) to transfer the balance of the Time Deposit, plus interest, to the Contra Account(s) or to an Account held with the Bank at the end of the Time Deposit's term. Transfer requests can also be submitted by telephone, fax or e-mail if a "Fax-, E-mail- and Telephone Declaration" has been signed and sent back to the Bank.
- 16.2 If the Bank has not received notification from the Account Holder(s) before the end of the term, the total amount, the principal amount plus interest, will automatically be extended for an identical term against the current interest rate.

**Article 17 Early termination of the Time Deposit**

- 17.1 Early termination of a Time Deposit is not possible.
- 17.1 The Account Holder(s) will nevertheless be able to dispose of the balance plus interest if one of the following exceptional situations applies with respect to the Account Holder, or, in the case of a Joint Account, with respect to at least one of the Account Holders:
  - purchase of a house for personal use
  - marriage
  - death
  - incapacity for work
  - unemployment
- 17.3 If the Time Deposit is terminated early due to an exceptional situation, the interest rate will be applied that applied at the opening of the Account, in proportion to the period the Account was open.

**Article 18 Death:**

- 18.1 In the event of the decease of the Account Holder, the Bank must be notified thereof as soon as possible. Upon submission of the Certificate of Inheritance, the beneficiaries and/or entitled parties will acquire the rights of the Account Holder with respect to the deposits held by the Bank in the name of the deceased. The interest will be calculated according to the method set out in Article 17.3. Upon the death of one of the Account Holders of a Joint Account, the other Account Holder will remain authorised to dispose of the Account and the provisions of Article 17 will apply in the event of early termination.

**Article 19 Collective Guarantee Scheme:**

- 19.1 The Collective Guarantee Scheme for banks applies to these Conditions. More information on the deposit guarantee scheme can be found on the website of the De Nederlandsche Bank ([www.dnb.nl](http://www.dnb.nl)).

**Article 20 Amendment of the Conditions:**

- 20.1 The Bank is at all times authorised to amend these conditions. The Account Holder(s) will be notified thereof in writing.

**Article 21 Personal Data:**

- 21.1 The personal data submitted to the Bank will be processed by the Bank in order to effect the request for financial services and the management of the relationship between the Account Holder(s) and the Bank that arises as a result of that request, including the prevention, detection and combating of fraud and money laundering. The personal data will be used exclusively for the above-mentioned purpose and the Bank will not make these personal data available to third parties, unless it is required by law to do so.

**Article 22 Powers:**

- 22.1 The Management Board of the Bank will decide in all cases not provided for by these Conditions.

**Article 23 General Banking Conditions:**

- 23.1 The General Banking Conditions apply to the relationship between the Bank and the Account Holder(s), as drawn up by the Netherlands Bankers' Association and filed with the court registry of the Amsterdam District Court.