IMPORTANT NOTICE

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached prospectus (the "**Prospectus**") following this page and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached Prospectus. In accessing the attached Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information as a result of such access and you acknowledge that Türkiye Sınai Kalkınma Bankası A.Ş. (the "**Issuer**"), together with its respective subsidiaries and its respective affiliates and the Joint Bookrunners (as defined below), will rely upon the truth and accuracy of the following representations, acknowledgements and agreements.

IF YOU DO NOT AGREE TO THE TERMS DESCRIBED IN THIS DISCLAIMER, YOU MAY NOT OPEN THE ATTACHED PROSPECTUS.

The attached Prospectus is being furnished to you solely for your information and may not be forwarded, reproduced, redistributed or passed on, in whole or in part, directly or indirectly, to any other person. The distribution of this Prospectus in certain jurisdictions may be restricted by law and persons into whose possession this Prospectus comes should inform themselves about, and observe, any such restrictions. Failure to comply with this notice may result in a violation of the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the applicable laws of other jurisdictions.

The notes referred to in the attached Prospectus (the "**Notes**") have not been and will not be registered under the Securities Act or any U.S. State securities laws, and may be offered (a) for sale in the United States only to persons reasonably believed to be qualified institutional buyers ("**QIBs**") as defined in and in reliance upon Rule 144A under the Securities Act ("**Rule 144A**") and (b) for sale outside the United States to persons other than U.S. persons in reliance upon Regulation S under the Securities Act ("**Regulation S**").

RESTRICTIONS

The Notes are complex financial instruments and are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

1. In the United Kingdom (the "UK"), the Financial Conduct Authority's Conduct of Business Sourcebook ("**COBS**") requires, in summary, that the Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK. Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

   By accessing the attached Prospectus or purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest in such Notes) from the Issuer and/or the Abu Dhabi Commercial Bank PJSC, BNP Paribas, Citigroup Global Markets Limited, ING Bank N.V and Standard Chartered Bank (in their capacity as joint bookrunners in respect of the issue of the Notes, the "**Joint Bookrunners**") each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Joint Bookrunners that:

   (a) it is not a retail client in the UK or in the European Economic Area (the "**EEA**"); and

   (b) it will not sell or offer the Notes (or any beneficial interests therein) to retail clients in the UK or the EEA or communicate (including the distribution of the attached Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK or the EEA.

   In selling or offering the Notes or making or approving communications relating to the Notes, prospective investors may not rely on the limited exemptions set out in the COBS.

2. The obligations in paragraph 1 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), whether or not specifically mentioned in the attached Prospectus, including (without limitation) any requirements under Directive 2014/65/EU (as amended, "**MiFID II**") or the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") as to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

3. Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Bookrunners the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client(s).

UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

MiFID II PRODUCT GOVERNANCE/ PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET– Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's/ target market assessment) and determining appropriate distribution channels.

Important – EEA Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Important – UK Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the

UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Product Classification pursuant to Section 309B of the Securities and Futures Act 2001 – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018).

PROSPECTUS DATED 19 March 2024

TÜRKİYE SINAİ KALKINMA BANKASI A.Ş.

USD 300,000,000 Perpetual Fixed Rate Resettable Additional Tier 1 Notes

(the "Notes")

This document (which expression shall include all documents incorporated by reference herein) (this "**Prospectus**") has been prepared for the purpose of providing information with regard to the Notes issued by Türkiye Sınai Kalkınma Bankası A.Ş. and registered with the İstanbul Trade Registry under number 42527 (the "**Issuer**").

The Notes will be issued under the Issuer's U.S.$2,000,000,000 Global Medium Term Note Programme (the "**Programme**") and are expected to be issued on 21 March 2024 at an issue price of 100.00 per cent. (the "**Issue Price**").

Subject to the right or obligation of the Issuer to cancel any payment of interest in respect of the Notes in accordance with Condition 5.5 and Condition 5.6, interest will accrue on the principal amount of the Notes (i) from (and including) 21 March 2024 (the "**Issue Date**") to (but excluding) 21 March 2029 (the "**First Reset Date**"), at 9.750 per cent. *per annum* and (ii) thereafter, with respect to each Reset Period (as defined herein) at the applicable Reset Rate of Interest (as defined herein) *per annum*, in each case payable semi-annually in arrear on 21 March and 21 September of each year (each an "**Interest Payment Date**"), commencing on 21 September 2024.

The Issuer may elect, in its sole and absolute discretion, to cancel any payment of interest in whole or in part at any time and for any reason. The Issuer shall make partial or, as the case may be, no payment of interest (and, if applicable, Additional Amounts (as defined herein) pursuant to Condition 9.1) in respect of the Notes in certain other circumstances as provided in Condition 5.6. Interest payments in respect of the Notes will be non-cumulative. Accordingly, if any payment of interest (or part thereof) is not made in respect of the Notes, then the right of the Noteholders (as defined herein) to receive the relevant interest payment (or part thereof) will immediately and automatically be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay any interest thereon, whether or not interest on the Notes is paid in respect of any future Interest Period (as defined herein). To the extent permitted by the Conditions, no cancellation of the payment of any interest (or part thereof) or non-payment of any interest (and Additional Amount, as applicable) (or part thereof) on the Notes will constitute a default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer or in any way limit or restrict the Issuer form making any payment of interest, tax gross-up or similar payment or other distribution in connection with the Junior Obligation or Parity Obligations (each as defined herein) other than as described in Condition 5.11.

The Notes are perpetual securities and have no fixed maturity or final redemption date. Unless previously redeemed or purchased and cancelled, the Notes may, subject to the satisfaction of certain conditions described herein and applicable law, be redeemed at the option of the Issuer on any Reset Date at their then Prevailing Principal Amount (as defined herein), together with all interest accrued and unpaid to (but excluding) the relevant Reset Date. The Issuer may, at its option, also redeem all, but not some only, of the Notes upon the occurrence of (i) a Tax Event, or (ii) a Capital Disqualification Event (each as defined herein), as more particularly described in Condition 8.

If at any time the CET1 Ratio(s) of the Issuer and/or the Group, in each case as determined by the Issuer, is/are less than 5.125 per cent. (a "Trigger Event"), the Prevailing Principal Amount of the Notes may be Written Down by the Trigger Event Write-Down Amount, as further provided in Condition 6.1 (see also "*Risk Factors – Risks Related to the Notes – Upon Risks Related to the Structure of the Notes – Trigger Event Reductions*"). To the extent the Prevailing Principal Amount of a Note is greater than zero but less than its Initial Principal Amount (as defined herein) at any time as a result of a Trigger Event Write-Down, the Issuer may, subject to the applicable conditions, increase the Prevailing Principal Amount of each Note up to a maximum of its Initial Principal Amount, as further described in Condition 6.5.

The Notes are also subject to loss absorption upon the occurrence of a Non-Viability Event (as defined herein), in which case, an investor in the Notes may lose some or all of its investment in the Notes. See "*Risk Factors – Risks Related to the Notes – Risks Related to the Structure of the Notes – Non-Viability Event Reductions*" herein and Condition 6.2.

If at any time a Tax Event or a Capital Disqualification Event occurs, the Issuer may, instead of giving notice to redeem the Notes pursuant to Condition 8.3 or 8.4, as the case may be, but subject to compliance with Applicable Banking

Regulations (including, if applicable, the prior approval of the BRSA), at any time (without any requirement for the consent or approval of the Noteholders) either substitute all (but not some only) of the Notes, or vary the terms of the Notes, provided that they remain or become (as applicable), Qualifying Additional Tier 1 Securities (as defined herein). See "*Risk Factors – Risks Related to the Notes – Risks Related to the Structure of the Notes – Substitution or Variation of the Notes*" and Condition 8.5.

The Notes will constitute direct, unsecured and subordinated obligations of the Issuer and shall, in the case of a Subordination Event and for so long as that Subordination Event subsists, rank: (i) subordinate in right of payment to the payment of all Senior Obligations (as defined herein), (b) *pari passu* and without any preference among themselves and with all Parity Obligations (as defined herein), and (c) in priority to all payments in respect of Junior Obligations (as defined herein), as more particularly described in Condition 3.

This Prospectus has been approved by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). The Central Bank of Ireland only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") for Notes to be admitted to its official list (the "**Official List**") and to be admitted to trading on its regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended ("**MiFID II**") (the "**Regulated Market**").

The Issuer has obtained the Capital Markets Board of Türkiye (the "**CMB**") approval letter (dated 11 March 2024 and numbered E-29833736-105.02.02-50974) and the CMB approved issuance certificate (in Turkish: *onaylanmış ihraç belgesi*) (dated 11 March 2024 and numbered 77/BA-386) based upon which any offering of notes up to USD 500,000,000 might be conducted. The Issuer has also obtained the Banking Regulation and Supervision Agency (the "**BRSA**") approval letter (numbered E-20008792-101.02.01[10]-111476) required for the issuance of same amount of notes. In addition, a tranche issuance certificate (in Turkish: *tertip ihraç belgesi*) will also be obtained by the Issuer on or before the Issue Date.

The Issuer also has obtained a letter numbered E-20008792-101.02.01[10]-112997 from the BRSA (the "**BRSA Additional Tier 1 Approval**") approving the treatment of the Notes as Additional Tier 1 Capital of the Issuer for so long as the Notes comply with the requirements of the Regulation on the Equity of Banks published in the Official Gazette No. 28756 dated 5 September 2013 (the "**Equity Regulation**"). The BRSA Additional Tier 1 Approval is conditional upon the compliance of the Notes with the requirements of the Equity Regulation.

Under current Turkish tax law, withholding tax may apply to payments of interest on the Notes. See "*Taxation – Certain Turkish Tax Considerations*" in the base prospectus dated 12 March 2024 relating to the Programme (the "**Base Prospectus**").

Pursuant to the United Kingdom Financial Conduct Authority's Conduct of Business Sourcebook ("**COBS**") the Notes are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available to retail clients (as defined in COBS 3.4) in the United Kingdom

AN INVESTMENT IN THE NOTES INVOLVES CERTAIN RISKS. INVESTORS SHOULD CONSIDER CAREFULLY THE RISK FACTORS SET FORTH OR REFERRED TO IN THE SECTION HEADED "*RISK FACTORS*" BELOW.

The Notes are in registered form and issued in denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or any U.S. State securities laws, and may be offered (a) for sale in the United States only to persons reasonably believed to be qualified institutional buyers ("**QIBs**") as defined in and in reliance upon Rule 144A under the Securities Act ("**Rule 144A**") and (b) for sale outside the United States to persons other than U.S. persons in reliance upon Regulation S under the Securities Act ("**Regulation S**").

The United States Securities and Exchange Commission (the "**SEC**") has issued an order exempting the Issuer from all provisions of the Investment Company Act of 1940, as amended (the "**ICA**"), in connection with the offer and sale of the Issuer's debt securities in the United States.

The Notes are expected to be rated CCC- by Fitch Ratings Limited ("**Fitch**"). Fitch is not registered under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**") or included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation. Fitch's rating is endorsed by its affiliate Fitch Ratings Ireland Limited. Fitch Ratings Ireland Limited is established in the European Economic Area ("**EEA**") and included in such list of credit rating agencies published by the ESMA. A rating of CCC by Fitch indicates a very low margin for safety and that default is a real possibility. The modifier "-" appended to the rating denotes relative status within major rating categories (Source, Fitch Ratings, https://www.fitchratings.com/products/rating-definitions#about-rating-definitions). A security rating is not a

recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Joint Bookrunners

Abu Dhabi Commercial Bank **BNP PARIBAS**

Citigroup **ING**

Standard Chartered Bank

This Prospectus comprises a prospectus for the purposes of the Prospectus Regulation. This document does not constitute a prospectus for the purpose of Section 12(a)(2) of, or any other provision of or rule under, the Securities Act.

The Issuer accepts responsibility for the information contained in this Prospectus (including, for the avoidance of doubt, any information incorporated by reference herein). To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Incorporation by Reference*"). This Prospectus shall be read and construed on the basis that such documents are incorporated in, and form part of, this Prospectus.

To the fullest extent permitted by law, none of Abu Dhabi Commercial Bank PJSC, BNP Paribas, Citigroup Global Markets Limited, ING Bank N.V and Standard Chartered Bank (in their capacity as joint bookrunners in respect of the issue of the Notes, the "**Joint Bookrunners**") accepts any responsibility for the information contained in or incorporated by reference into this Prospectus or any other information provided by the Issuer in connection with the Notes or for any statement made, or purported to be made, by a Joint Bookrunner or on its behalf in connection with the Notes. Each Joint Bookrunner accordingly disclaims all and any liability that it might otherwise have (whether in tort, contract or otherwise) in respect of the accuracy or completeness of any such information or statements.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Joint Bookrunners.

Neither this Prospectus nor any other information supplied in connection with the Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Joint Bookrunners that any recipient of this Prospectus or any other information supplied in connection with the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should determine for itself the relevance of the information contained or incorporated in this Prospectus and make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer based upon such investigation as it deems necessary.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Joint Bookrunners expressly do not undertake to review the financial condition or affairs of the Issuer or to advise any investor in the Notes of any information coming to their attention.

The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Joint Bookrunners do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither (i) this Prospectus nor (ii) any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in Türkiye, the United Kingdom (the "**UK**"), the United States, the EEA, Japan, the Kingdom of Bahrain, Hong Kong, Switzerland, Singapore and Thailand.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the SEC or any other securities commission or other regulatory authority in the United States and, other than the approvals of the CMB, the BRSA and the Central Bank of Ireland described

herein, have not been approved or disapproved by any other securities commission or other regulatory authority in Türkiye or any other jurisdiction, nor have the foregoing authorities (other than the Central Bank of Ireland to the extent described herein) approved this Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Prospectus. Any representation to the contrary might be unlawful.

None of the Joint Bookrunners or the Issuer makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

(vi) understand the accounting, legal, regulatory and tax implications of a purchase, and the holding and disposal of an interest in the Notes.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or to review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Issuer has obtained the CMB approval letter (dated 11 March 2024 and numbered E-29833736-105.02.02-50974) and the CMB approved issuance certificate (in Turkish: *onaylanmış ihraç belgesi*) (dated 11 March 2024 and numbered 77/BA-386) (together, the "**CMB Approval**") based upon which any offering of notes up to USD 500,000,000 might be conducted. The Issuer has also obtained the BRSA approval letter (numbered E-20008792-101.02.01[10]-111476) (the "**BRSA Approval**" and, with the CMB Approval, the "**Approvals**") required for the issuance of same amount of notes. Pursuant to the Approvals, the offer, sale and issue of the Notes has been authorised and approved in accordance with Decree 32 on the Protection of the Value of the Turkish Currency (as amended from time to time, "**Decree 32**"), the Banking Law No. 5411 of 2005, as amended (the "**Banking Law**") and its related legislation, and the Capital Markets Law and its related regulation. In addition to the Approvals, a tranche issuance certificate (in Turkish: *tertip ihraç belgesi*) will also be obtained by the Issuer on or before the Issue Date.

The Issuer also has obtained the BRSA Additional Tier 1 Approval approving the treatment of the Notes as Additional Tier 1 Capital of the Issuer for so long as the Notes comply with the requirements of the Equity Regulation. The BRSA Additional Tier 1 Approval is conditional upon the compliance of the Notes with the requirements of the Equity Regulation. Accordingly, among other requirements, if the Issuer invests in securities that qualify as additional Tier 1 capital under the Equity Regulation issued by another bank or other financial institution holding an investment in the Notes, then (when including the Notes in the calculation of its capital) the Issuer will be required to deduct (but not to below zero) the amount of its

investment in such securities from the amount of such bank or other financial institution's investment in the Notes. For a description of the regulatory requirements in relation to Additional Tier 1 Capital, see "*Additional Tier 1 Rules*".

In addition, the Notes may only be offered or sold outside of Türkiye in accordance with the Approvals. Under the CMB Approval, the CMB has authorised the offering, sale and issue of the Notes on the condition that no transaction that qualifies as a sale or offering of Notes in Türkiye may be engaged in. Notwithstanding the foregoing, pursuant to the BRSA decision dated 6 May 2010 No. 3665 and in accordance with Decree 32, residents of Türkiye may purchase or sell the Notes in offshore transactions on an unsolicited (reverse inquiry) basis in the secondary markets only (as they are denominated in a currency other than Turkish Lira). Further, pursuant to Article 15(d)(ii) of Decree 32, Turkish residents may purchase or sell Notes offshore on an unsolicited (reverse inquiry) basis; *provided* that such purchase or sale is made through licensed banks or licensed brokerage institutions authorised pursuant to BRSA and/or CMB regulations and the purchase price is transferred through licensed banks authorised under BRSA regulations. As such, Turkish residents should use licensed banks or licensed brokerage institutions when purchasing any Notes and should transfer the purchase price through licensed banks authorised under BRSA regulations. Monies paid for the purchases of any Notes are not protected by the insurance coverage provided by the Savings Deposit Insurance Fund (the "**SDIF**").

Pursuant to the Communiqué on Debt Instruments No. VII 128.8 of the CMB (the "**Communiqué on Debt Instruments**"), the Issuer is required to notify the Central Securities Depository of Türkiye (*Merkezi Kayıt Kuruluşu*) (the "**CRA**") within three Turkish business days from the issue date of the Notes of the amount, issue date, ISIN (if any), interest commencement date, maturity date, interest rate, name of the custodian, currency of the Notes and the country of issuance.

STABILISATION

In connection with the issue of the Notes, Citigroup Global Markets Limited (in its capacity as the stabilisation manager in respect of the Notes, the "**Stabilisation Manager**") may over-allot the Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager (or persons acting on behalf of any Stabilisation Manager) in accordance with all applicable laws and rules.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are "restricted securities" within the meaning of the Securities Act, the Issuer has undertaken in a deed poll dated 17 July 2019 (the "**Deed Poll**") to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Notes to be transferred remain outstanding as "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act and the Issuer is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

RESTRICTIONS

The Notes are complex financial instruments and are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

1. In the UK, the COBS requires, in summary, that the Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK. Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

Certain of the Joint Bookrunners may be required to comply with the COBS.

By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest in such Notes) from the Issuer and/or the Joint Bookrunners, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Joint Bookrunners that:

(a) it is not a retail client in the UK or the EEA; and

(b) it will not sell or offer the Notes (or any beneficial interests therein) to retail clients in the UK or the EEA or communicate (including the distribution of this Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK or the EEA.

In selling or offering the Notes or making or approving communications relating to the Notes, prospective investors may not rely on the limited exemptions set out in the COBS.

2. The obligations in paragraph 1 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK or the EEA) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), whether or not specifically mentioned in this Prospectus, including (without limitation) any requirements under Directive 2014/65/EU (as amended, "**MiFID II**") or the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") as to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

3. Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Bookrunners the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client(s).

UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

MiFID II PRODUCT GOVERNANCE/ PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET– Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's/ target market assessment) and determining appropriate distribution channels.

Important – EEA Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID

II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Important – UK Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Product Classification pursuant to Section 309B of the Securities and Futures Act 2001 – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**") the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018).

BASE PROSPECTUS

In the event of any conflict between the information contained in this Prospectus and the Base Prospectus, the information contained in this Prospectus shall prevail. Certain sections of the Base Prospectus shall be incorporated by reference in this Prospectus (see "*Risk Factors*" and "*Incorporation by Reference*") and all references to "Base Prospectus" and "Notes" shall be construed accordingly (unless the context requires otherwise). Terms used, but not defined in this Prospectus, shall have the meaning given to such terms in the Base Prospectus (unless the context requires otherwise).

CONTENTS

Page

RISK FACTORS

In purchasing the Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of future events which the Issuer does not have knowledge of as at the date of this Prospectus. The Issuer has identified in this Prospectus a number of factors which could materially adversely affect its business and ability to make payments due on the Notes.

In addition, factors identified by the Issuer which are material for the purpose of assessing the market risks associated with the Notes are described below.

Prospective investors should note that the Issuer's business is significantly impacted by the condition of the Turkish economy, which itself is significantly influenced by Turkish political circumstances and global economic conditions (particularly in those countries with whom Türkiye has a material trading relationship). The category of risk factors within the section entitled "Risks Related to Türkiye" (which are incorporated by reference in this Prospectus) describes the material risks relating to Türkiye that the Issuer's management has identified as potentially having a material impact on the Issuer, including those impacting materially on its business, financial condition and results of operations and thus on its ability to make payments due in respect of the Notes. In addition to the macroeconomic conditions relating to Türkiye, the Group's business, financial condition and results of operations, and its ability to make payments due in respect of the Notes, are also subject to significant risks specific to the Group, including the ones discussed in the category of risk factors entitled "Risks Related to the Group and its Business" (which are incorporated by reference in this Prospectus). Prospective investors in the Notes should also consider risks relating to the structure of, and market for, the Notes, the material ones of which that have been identified by the Issuer's management are described in the category of risk factors entitled "Risks Related to the Notes".

It is important to note that the exposure of the Group's business to a market downturn in Türkiye or the other markets in which it operates, or any other risks, may exacerbate or trigger other risks that the Group faces. As such, the below risks should be understood in the context that more than one may apply concurrently and compound any adverse effects on the Group's business, financial condition or results of operations.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus, or incorporated by reference in this Prospectus, and reach their own views prior to making any investment decision.

Capitalised terms used but not defined herein have the meanings given to them elsewhere in this Prospectus or in the documents incorporated by reference in this Prospectus (as applicable).

Risks Related to the Notes

While the risks described above are important with respect to the Issuer's ability to make payments due in respect of the Notes, there are additional risks that should be considered by investors in the Notes, including risks relating to the nature of the structure of the Notes and general risks relating to investments in notes issued by the Issuer (both of which are set out in the corresponding sub-category below). Such risks that the Issuer's management has identified as having a material impact on investors in the Notes are set out in this category of risk factors; it being understood that the following does not address any specific conditions of, or circumstances relating to, any particular investor (including such investor's own tax, regulatory or other circumstances) but rather to investors generally speaking.

RISKS RELATED TO THE STRUCTURE OF THE NOTES

As an issue of deeply subordinated capital notes, the Notes present investors with certain risks that are not applicable to investments in senior obligations issued by the Issuer, including greater risks relating to non-payment (and even the write-down) of the Notes. Such risks that the Issuer's management has identified as having a material impact on investors in the Notes are set out in this section.

Subordination – Claims of Noteholders under the Notes will be deeply subordinated and unsecured

On any distribution of the assets of the Issuer on its winding up, dissolution or liquidation (as further described in the definition of "Subordination Event" in Condition 3.4), and for so long as such Subordination Event subsists, the Issuer's obligations under the Notes will rank subordinate in right of payment to the payment of all Senior Obligations and no amount will be paid under the Notes until all such Senior Obligations have been satisfied. As the Notes are unsecured, unless the Issuer has assets remaining after making all such payments in such circumstances, no payments will be made on the Notes. Consequently, although the Notes might provide for a higher rate of interest than notes from the Issuer that are not subordinated, an investor in the Notes might lose some or even all of its investment upon the occurrence of a Subordination Event.

Trigger Event Reductions – The interest payable on, and Prevailing Principal Amount of, a Note might be cancelled or Written Down, respectively, upon the occurrence of a Trigger Event

The Notes are being issued for regulatory capital adequacy purposes with the intention of being eligible as Additional Tier 1 Capital of the Issuer. Such eligibility depends upon a number of requirements being satisfied, which requirements are reflected in the Conditions and, in particular, require that the Notes and the proceeds of their issue be available to absorb losses of the Issuer and/or the Group.

Accordingly, if at any time the CET1 Ratio(s) of the Issuer and/or the Group, in each case as determined by the Issuer, is/are less than 5.125 per cent. (a "**Trigger Event**"), then the Issuer will effect a Trigger Event Interest Cancellation and, if such is insufficient to restore the CET1 Ratio(s) of the Issuer and/or the Group, as the case may be, to 5.125 per cent., then the Issuer will (without any requirement for the consent or approval of the Noteholders) reduce the then Prevailing Principal Amount of each Note by the relevant Trigger Event Write-Down Amount (*i.e.*, a Trigger Event Write-Down), both in the manner described in Condition 6.1. As noted in such Condition, any Trigger Event Write-Down of the Notes will (except as may otherwise be required by Applicable Banking Regulations) be effected taking into account the potential write-down, conversion into equity or other action relating to each Other Trigger Event Loss-Absorbing Instrument to the extent required to restore the CET1 Ratio(s) of the Issuer and/or the Group, as applicable, to the lower of: (a) the Specified Trigger Threshold of such Other Trigger Event Loss-Absorbing Instrument and (b) 5.125 per cent. (or, if lower than such lower level, to the highest level possible); *however*, with respect to each Other Trigger Event Loss-Absorbing Instrument, such will be so taken into account only up to the amount by which it is possible for such Other Trigger Event Loss-Absorbing Instrument in accordance with its terms to be written down, converted into equity or otherwise impacted on a *pro rata* basis with any Trigger Event Write-Down of the Notes) (a similar approach applies with respect to the cancellation of interest).

As a result: (a) any Trigger Event Write-Down of the Notes will not take into account any further write-downs, conversions into equity or other actions with respect to any Other Trigger Event Loss-Absorbing Instrument ("**Further Write-Downs**") in determining the Trigger Event Write-Down Amount applicable to the Notes and (b) the Trigger Event Write-Down of the Notes and any concurrent write-down, conversion into equity or other action with respect to Other Trigger Event Loss-Absorbing Instruments might result in the CET1 Ratio(s) of the Issuer and/or the Group being increased to a level greater than 5.125 per cent. since, while the Conditions assume that the Notes and Other Trigger Event Loss-Absorbing Instruments are impacted in a *pro rata* manner, the terms of one or more of the Other Trigger Event Loss-Absorbing Instruments might require such a Further Write-Down. In other words, the Trigger Event Write-Down Amount of the Notes would not be reduced by the fact that one or more of the Other Trigger Event Loss-Absorbing Instruments actually is written down, converted into equity or otherwise impacted to a greater extent than a *pro rata* basis with the Notes, which further impact would otherwise have allowed for a reduced impact on the Notes. Conversely, as the Notes cannot impose a write-down, conversion into equity or other impact on any Other Trigger Event Loss-Absorbing Instrument but rather just (for purposes of calculating the Trigger Event Write-Down Amount) assume that such is the case, the CET1 Ratio(s) of the Issuer and/or the Group might be lower than 5.125 per cent. immediately after any Trigger Event Write-Down of the Notes.

To the extent such write-down, conversion into equity or other action relating to any Other Trigger Event Loss-Absorbing Instrument is not possible for any reason, this will not in any way impact any Trigger Event Write-Down of the Notes and the only consequence will be that the Prevailing Principal Amount of each Note will be Written Down, and the Trigger Event Write-Down Amount will be determined, without taking

into account any such write-down, conversion into equity or other action relating to such Other Trigger Event Loss-Absorbing Instrument (and similarly with respect to the cancellation of interest).

Notwithstanding anything else herein to the contrary, the calculations of any Trigger Event Interest Cancellation and Trigger Event Write-Down Amount at any time will be determined only after taking into account all cancellations of interest or other payments, and all write-downs, conversions into equity or other actions, with respect to securities, other instruments, loans and other obligations of any Subsidiary of the Issuer (including any that is also an Other Trigger Event Loss-Absorbing Instrument) to the extent that (by the terms of such securities, other instruments, loans and other obligations) such actions are at such time to be taken as a result of a capital adequacy or other calculation relating to any Person(s) that consolidate into such Subsidiary and/or such Subsidiary itself. For example, if a Subsidiary of the Issuer has outstanding its own Additional Tier 1 Instrument and such obligation provides for its write-down upon such Subsidiary's own common equity tier 1 ratio falling below 5.125 per cent. (which might, in fact, be the reason why the Group's CET1 Ratio is below 5.125 per cent.) and such Subsidiary does in fact breach such threshhold, then the calculations of the Trigger Event Interest Cancellation and Trigger Event Write-Down Amount of the Notes will be made assuming that such write-down of such Subsidiary's Additional Tier 1 Instrument is effected to the maximum extent permitted thereunder.

The occurrence of a Trigger Event, a Trigger Event Interest Cancellation or a Trigger Event Write-Down of the Notes may occur at any time and on more than one occasion and, as provided in Condition 6.3, will not constitute a default or the occurrence of any event related to the bankruptcy, winding-up or insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the winding-up, dissolution or liquidation of the Issuer. Following any Trigger Event Write-Down, Noteholders' claims in respect of principal will be based upon the reduced Prevailing Principal Amount; *however*, such Prevailing Principal Amount might be subject to reinstatement as described in Condition 6.5 (*it being understood* that, subject to compliance with Applicable Banking Regulations (including, if required by Applicable Banking Regulations, to having obtained the prior approval of the BRSA), it is in the Issuer's sole and absolute discretion whether to effect any such reinstatement).

Potential investors in the Notes should also consider that if any Trigger Event Write-Down occurs, interest will thereafter only accrue on the reduced Prevailing Principal Amount of each Note, which (unless fully reinstated as described in Condition 6.5) will be lower than the Initial Principal Amount of such Note. In addition, any redemption of the Notes on any Reset Date pursuant to Condition 8.2, upon the occurrence of a Tax Event as described in Condition 8.3 or upon the occurrence of a Capital Disqualification Event as described in Condition 8.4 following any such Trigger Event Write-Down will be at the reduced Prevailing Principal Amount of each Note, which similarly might be lower than its Initial Principal Amount.

Furthermore, the occurrence of a Trigger Event Write-Down of the Notes and/or Trigger Event Interest Cancellation will not prohibit or otherwise restrict the Issuer's ability to make Distributions on any Ordinary Shares or other class of share capital of the Issuer or make any other payments on Junior Obligations and/or Parity Obligations other than as described in Condition 5.11 (which might not effectively bind the Issuer's board of directors as it is not a party to the Notes and does not bind the Issuer's shareholders and, in any event, Condition 5.11 permits the board to recommend dividends to the extent required by Applicable Banking Regulations and/or other applicable law). As of the date hereof, Article 47 of the Issuer's articles of incorporation requires that the net profit for a fiscal year is generally to be set aside as reserves and distributed in the following order: (a) out of such net profit, between 5 per cent. and 20 per cent. of the issued capital will be reserved as legal reserve fund and after the legal upper limit is reached, amounts indicated in subparagraphs (a) and (b) of paragraph 2 of Article 519 of the Turkish Commercial Code (Law No. 6102) ("**Turkish Commercial Code**") will be added to the legal reserve fund; (b) first dividends shall be distributed from the remaining amount according to the capital market legislation; (c) if the Issuer has acquired its own shares, it shall set aside a reserve fund equal to the acquisition values according to Article 520 of the Turkish Commercial Code; (d) after the reserve funds and the first dividends are set aside as indicated above, out of the remaining net profit; (i) 5 per cent. shall be reserved for the founders' shares (limited to 200 thousand Turkish Lira of the paid up capital), (ii) up to 3 per cent., for the employees provided that it does not exceed the equivalent of three salaries thereof, upon the suggestion of the Board of Directors and approval of the General Assembly. The General Assembly shall be authorised to decide on whether the amount remaining from the net profit (after the reserve funds and payments indicated in paragraphs (a), (b) and (c) above) shall be completely or partially distributed as dividends or reserved as a reserve fund, as per the item (d). Additionally, 10 per cent. of the total amount to be distributed to people who benefit from shares out of profit, shall be added to the legal reserve fund, in line with subparagraph (c) of the second

paragraph of Article 519 of the Turkish Commercial Code. In addition, as of the date hereof, Turkish law sets forth certain rules on the determination of the amount of dividends with respect to the additional core capital requirement of such bank as described in "*Additional Tier 1 Rules - Distributable Items and Maximum Distributable Amount - BRSA restrictions*" and banks must also obtain the approval of BRSA before making any dividend distribution.

To the extent the Issuer wishes to exercise its discretion to Write-Up the Notes, then such Write-Up can only be effected subject to compliance with Applicable Banking Regulations (including, if required by Applicable Banking Regulations, to having obtained the prior approval of the BRSA) as noted above. In addition, a Write-Up may only occur if a positive Distributable Net Profit was calculated with respect to the most recent published audited annual BRSA Principles financial statements of the Issuer and will be subject to the Maximum Distributable Amount (if any) then applicable to the Issuer (when the amount of the Write-Up is aggregated with any other Relevant Distributions) not being exceeded thereby. See Condition 6.5.

Investors should note that the risk of a Trigger Event (and thus of a Trigger Event Interest Cancellation and/or Trigger Event Write-Down) is an appreciable risk and is not limited to the bankruptcy, winding-up or insolvency of the Issuer. It might result in Noteholders losing some or even all of their investment in the Notes. Due to the limited circumstances in which a Write-Up of the Notes may be undertaken (and its nature of being subject to the sole and absolute discretion of the Issuer), any reinstatement of the principal amount of the Notes might only take place over an extended period of time (if at all) and would not occur with respect to any Notes that have been redeemed at their then-applicable Prevailing Principal Amount on any Reset Date or upon the occurrence of a Tax Event or Capital Disqualification Event.

Any Trigger Event Interest Cancellation or Trigger Event Write-Down, or even the occurrence, expectation or suggestion of a Trigger Event, might materially adversely affect the rights of Noteholders, the value and/or market price of an investment in the Notes and/or the amounts payable by the Issuer in respect of the Notes. There is also no assurance that any Write-Up will be possible or, if otherwise possible, that the Issuer will exercise its discretion to effect any Write-Up.

Non-Viability Event Reductions – The interest payable on, and Prevailing Principal Amount of, a Note might be cancelled or permanently Written Down, respectively, upon the occurrence of a Non-Viability Event

If a Non-Viability Event occurs at any time, then: (a) the Issuer will be required to cancel (pursuant to Condition 5.5) any interest in respect of the Notes accrued and unpaid to (but excluding) the date of occurrence of that Non-Viability Event (including if payable on such date) and (b) the Prevailing Principal Amount of each outstanding Note will be Written Down by the relevant amount specified by the BRSA in the manner described in Condition 6.2. In conjunction with any determination of Non-Viability of the Issuer by the BRSA, the BRSA might require the revocation of the Issuer's operating licence and its liquidation; *however*, the Non-Viability Event Write-Down of the Notes under the Equity Regulation might take place before any such liquidation.

As noted in the italicised paragraphs in Condition 6.2, while the Notes may be Written Down before any liquidation as described in the preceding paragraph, a Non-Viability Event Write-Down must take place in conjunction with the revocation of the Issuer's operating licence and liquidation, in each case pursuant to Article 71 of the Banking Law, in order that the respective rankings described in Condition 3.1 are maintained and the relevant loss(es) are absorbed by Junior Obligations to the maximum extent possible. In this respect, such action will be taken as is decided by the BRSA. Where a Non-Viability Event Write-Down of the Notes takes place before any such liquidation of the Issuer, Noteholders would only be able to claim and prove in such liquidation in respect of the Prevailing Principal Amount (if any) of the Notes following the Non-Viability Event Write-Down.

Any Non-Viability Event Write-Down of the Notes would be permanent and Noteholders will have no further claim against the Issuer in respect of any Non-Viability Written-Down Amount or any such interest cancellation. If, at any time, the Notes are Written Down in full, then the Notes will be cancelled and the Noteholders will have no further claim against the Issuer in respect of any Notes.

As of the date of this Prospectus, there are a number of corrective, rehabilitative and restrictive measures that the BRSA may require to be taken under Articles 68 to 70 of the Banking Law prior to any

determination of Non-Viability of the Issuer. In addition to the measures referred to in those Articles, the BRSA may also request other measures, including calling for an increase in the Issuer's own funds, which the BRSA may look for the Issuer to achieve through the issue of additional common shares (whether to existing or new shareholders). The scope and manner of implementation of the measures described above would be decided solely by the BRSA.

Notwithstanding the above, should the BRSA determine that the Notes are to be Written Down before the absorption of the relevant loss(es) by shareholders of the Issuer pursuant to Article 71 of the Banking Law or any other Statutory Loss-Absorption Measure, there can be no assurance that such loss absorption will take place or that it will be taken into account by the BRSA in the determination of the Non-Viability Event Write-Down Amount of the Notes. Should such loss absorption not take place or not be so taken into account by the BRSA, subject as described in "*– Limited Remedies*" below, a Noteholder may institute proceedings against the Issuer to enforce Condition 6.2; *however*, to the extent any judgment was obtained in the United Kingdom on the basis of English law as the governing law of the Notes (other than those provisions of the Conditions governed by Turkish law), there is uncertainty as to the enforceability of any such judgment by Turkish courts. In addition, there are certain circumstances in which the courts of Türkiye might not enforce a judgment obtained in the courts of another country, which are more fully described under the section entitled "*Enforcement of Judgments and Service of Process*" in the Base Prospectus which is incorporated by reference in this Prospectus. There can therefore be no assurance that a Noteholder would be able to enforce in Türkiye any judgment obtained in the courts of another country, including in these circumstances.

In addition, a Non-Viability Event might occur prior to the occurrence of a Trigger Event. Consequently, there is a substantial risk that an investor in the Notes will lose some or even all of its investment in the Notes upon the occurrence of a Non-Viability Event. The occurrence of a Non-Viability Event, or even the occurrence, expectation or suggestion of a Non-Viability Event, might materially adversely affect the rights of Noteholders, the value and/or market price of an investment in the Notes and/or the amounts payable by the Issuer in respect of the Notes. See Condition 6 for further information on the Non-Viability Event Write-Down of the Notes, including for the definitions of various terms used in this risk factor.

Cancellation of Interest – Payments of interest on the Notes are discretionary and subject to the fulfilment of certain conditions and may also be required to be cancelled in certain circumstances

The Notes accrue interest as described in Condition 5; *however*, the Issuer may elect, in its sole and absolute discretion, to cancel any payment of interest in whole or in part at any time and for any reason as described in Condition 5.5. In addition, there can be no assurance that the Issuer will elect to pay interest on the Notes on any Interest Payment Date or at all.

Any payments of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) in respect of the Notes will be made only out of Distributable Items of the Issuer. To the extent that: (a) as of the otherwise required time of any payment in respect of the Notes, the Issuer has insufficient remaining Distributable Items for the applicable financial year of the Issuer to make such payment and all other interest payments (and, if applicable, tax gross-up payments with respect thereto) or distributions (and, if applicable, tax gross-up payments with respect thereto) (if any) required and/or already publicly announced to be paid out of such remaining Distributable Items in the remainder of such financial year (subject to certain exceptions described in Condition 5.6), and/or (b) the BRSA, in accordance with Applicable Banking Regulations then in force, requires the Issuer to cancel the relevant payment of interest in respect of the Notes in whole or in part, then the Issuer will, without prejudice to its right in Condition 5.5 to cancel any such payment of interest in respect of the Notes, make partial or, as the case may be, no payment of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) in respect of the Notes.

Condition 5.6 also provides that no payment of any amount of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) will be made in respect of the Notes if and to the extent that such payment would cause: (a) the Maximum Distributable Amount (if any) then applicable to the Issuer to be exceeded; *provided* that a partial payment of interest (and, if applicable, such Additional Amounts) may be made to the extent that such partial payment does not cause the relevant Maximum Distributable Amount to be exceeded, or (b) a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Instruments pursuant to Applicable Banking Regulations. The calculation of the Maximum Distributable Amount is a complex calculation, which is subject to requirements applicable at the relevant time, and any shortfalls in CET1 Capital, Additional Tier 1 Capital and/or Tier 2 Capital will affect this calculation. The

BRSA also has the authority to impose additional capital adequacy ratio requirements and thus the minimum capital adequacy ratio requirements applicable as of the date of this Prospectus for the purposes of the calculation of the Maximum Distributable Amount might change. For further information regarding the Maximum Distributable Amount, see "*Additional Tier 1 Rules*".

Finally, interest on the Notes might be cancelled as a result of the occurrence of a Trigger Event or Non-Viability Event as described in the applicable risk factors above.

There can, therefore, be no assurance that a Noteholder will receive payments of interest in respect of the Notes. Interest payments in respect of the Notes will be non-cumulative. Accordingly, if any payment of interest (or part thereof) is not made in respect of the Notes as a result of any election of the Issuer to cancel such payment of interest or for any other reason described in the Conditions, then the right of the Noteholders to receive the relevant interest payment (or part thereof) will immediately and automatically be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay any interest thereon, whether or not interest on the Notes is paid in respect of any future Interest Period.

No cancellation of the payment of any interest (or part thereof) or non-payment of any interest (and Additional Amount, as applicable) (or part thereof) on the Notes will constitute a default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the winding-up, dissolution or liquidation of the Issuer or in any way limit or restrict the Issuer from making any payment of interest, tax gross-up or similar payment or other distribution in connection with any Junior Obligation or Parity Obligation other than as described in Condition 5.11 (which might not effectively bind the Issuer's board of directors as it is not a party to the Notes and does not bind the Issuer's shareholders and, in any event, Condition 5.11 permits the board to recommend dividends to the extent required by Applicable Banking Regulations and/or other applicable law) (with respect to which, see "– *Trigger Event Reductions*" above). As a result, payments might be paid to the holders of Junior Obligations and/or Parity Obligations even though payments under the Notes have been cancelled.

Any actual, expected or suggested cancellation of interest on the Notes will likely have an adverse effect on the value and/or market price of an investment in the Notes. In addition, as a result of the interest cancellation provisions of the Notes, the market price of an investment in the Notes might be more volatile than the market prices of other debt securities on which interest accrues that is not subject to such cancellation, and the Notes might be more sensitive generally to adverse changes in the Issuer's and/or the Group's financial condition. For example, any indication that the Issuer might not have sufficient Distributable Items or of the depletion of a Maximum Distributable Amount might have an adverse effect on the market price of an investment in the Notes.

Unpredictable Nature of a Trigger Event, a Non-Viability Event and the Cancellation of any Payment of Interest and its impact on the trading and/or market price of the Notes – The circumstances that might give rise to a Trigger Event, a Non-Viability Event or the cancellation of any payment of interest on the Notes are unpredictable

The occurrence of a Trigger Event, a Non-Viability Event and the cancellation of any payment of interest on the Notes is inherently unpredictable and depends upon a number of factors, many of which are outside of the Issuer's control. For example, the occurrence of one or more of the risks described in "*Risk Factors – Risks Related to the Group and its Business*" in the Base Prospectus incorporated by reference herein might materially increase the likelihood of the occurrence of a Trigger Event, a Non-Viability Event and/or the optional or mandatory cancellation of any payment of interest on the Notes. In addition, the occurrence of a Trigger Event depends upon the calculation of the CET1 Ratio (which is to be determined by the Issuer) and payments of interest in respect of the Notes will be made only out of Distributable Items and subject to any Maximum Distributable Amount not being exceeded as a result of any such payment, each of which can be affected, among other things, by the success of the business of the Issuer and/or other members of the Group, changes in regulations or accounting rules, expected payments by the Issuer and/or other members of the Group in respect of dividends and other payments in respect of instruments ranking junior to the Notes or other Additional Tier 1 Instruments, regulatory changes (including: (a) in the case of the calculation of the CET1 Ratio and any Maximum Distributable Amount, possible changes in regulatory capital definitions and calculations and the definition and calculation of risk-weighted assets, and (b) in the case of Distributable Items, possible changes in reserve requirements and the items eligible for such distribution) and the Issuer's and the Group's ability to actively manage risk-weighted assets. The

availability of Distributable Items for any payments of interest on the Notes and the making of such payments being subject to a Maximum Distributable Amount could also change at any time and with limited warning.

The usual reporting cycle of the Issuer is for the CET1 Ratio of the Issuer and the Group to be reported on a quarterly basis in conjunction with the publication of the Issuer's financial statements and, as a result, investors in the Notes might have limited advance warning of any significant deterioration in a CET1 Ratio. In addition, since the BRSA may require the Issuer and/or the Group to calculate a CET1 Ratio at any time, a Trigger Event could occur at any time.

Due to the inherent unpredictability of the occurrence of a Trigger Event, Non-Viability Event or cancellation of any interest payment in respect of the Notes, it is not possible to predict when, if at all, the Notes will be subject to a Write-Down or the cancellation of an interest payment. Accordingly, trading behaviour in respect of the Notes is not necessarily expected to follow trading behaviour associated with other types of interest-bearing securities. Any indication that the Issuer and/or the Group, as applicable, is trending towards a Trigger Event, a Non-Viability Event or the cancellation of interest payments in respect of the Notes can be expected to have an adverse effect on the market price of an investment in the Notes. Under such circumstances, investors might not be able to sell their investments in the Notes easily or at prices comparable to other similar-yielding instruments.

No Limits on Senior Obligations or Parity Obligations – There is no limitation in the Conditions on the Issuer's incurrence of Senior Obligations or Parity Obligations

There is no restriction in the Conditions on the amount of Senior Obligations or Parity Obligations that the Issuer may incur or on any obligations that any other member of the Group may incur. The incurrence of any such obligations might reduce the amount recoverable by the Noteholders on any winding-up, dissolution or liquidation of the Issuer and might result in an investor in the Notes losing some or even all of its investment.

Limited Remedies – Investors will have limited remedies under the Notes

The Issuer is under no obligation to redeem the Notes at any time and the Noteholders have no right to call for their redemption. As described in Condition 11, if: (a) a Subordination Event occurs or (b) any order is made by any competent court, or resolution is passed, for the winding-up, dissolution or liquidation of the Issuer (i.e., an Enforcement Event), then the holder of any Note may claim or prove in the winding-up, dissolution or liquidation of the Issuer but (in either case) may take no further or other action to enforce, claim or prove for any payment by the Issuer in respect of the Notes and may only claim such payment in the winding-up, dissolution or liquidation of the Issuer.

If any Enforcement Event occurs, then the holder of any outstanding Note may give notice to the Issuer that such Note is, and such Note will accordingly forthwith become, immediately due and repayable at its then Prevailing Principal Amount, with all interest accrued and unpaid to (but excluding) the date of repayment (if not cancelled pursuant to Condition 5), subject to the subordination provisions described under Condition 3.1.

Noteholders may (as described in Condition 11) institute proceedings against the Issuer to enforce any obligation, condition, undertaking or provision binding upon the Issuer under the Notes (other than, without prejudice to the above paragraphs, any obligation for the payment of any principal or interest in respect of the Notes); *provided* that the Issuer will not by virtue of the institution of any such proceedings be obliged to pay any amount(s) sooner than the same would otherwise have been payable by it, except with the prior approval of the BRSA.

No other remedy against the Issuer will be available to Noteholders, including for the recovery of amounts owing in respect of the Notes or in respect of any breach by the Issuer of any of its covenants or other obligations under the Notes.

In addition, in accordance with Condition 3.2, all payment obligations of, and payments made by, the Issuer under and in respect of the Notes will be determined and made without reference to any right of set-off or counterclaim of any holder of the Notes, whether arising before or in respect of any Subordination Event. By virtue of the subordination of the Notes, following a Subordination Event and for so long as that

Subordination Event subsists and prior to all payment obligations in respect of Senior Obligations having been satisfied, no holder of the Notes may exercise any right of set-off or counterclaim in respect of any amount owed to such holder by the Issuer in respect of the Notes and any such rights will be deemed to be waived.

Reset Rate of Interest – The interest rate on the Notes will be reset on each Reset Date, which might affect interest payments on an investment in the Notes and/or the market price of any such investment

The Notes will initially bear interest at the Initial Rate of Interest to (but excluding) the First Reset Date. On each Reset Date, the Rate of Interest will be reset to the Reset Rate of Interest. The Reset Rate of Interest, which will be affected by market and numerous other conditions in effect at the time of its determination, might be less than the Initial Rate of Interest and/or the Rate of Interest applicable to the Notes prior to any such reset. In addition, the Reset Margin used in calculating each Reset Rate of Interest might, on any Reset Date, be lower than the margin that would apply to a similar security being issued on such Reset Date. The unpredictability of the Reset Rate of Interest thus might negatively affect the market price of an investment in the Notes. See Condition 5 for further information of such resetting of the Rate of Interest.

Early Redemption – The Notes may be subject to early redemption in certain circumstances

In accordance with Condition 8, the Issuer will in certain circumstances described below have the right to redeem all, but not some only, of the Notes at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption.

This optional redemption feature is likely to limit the market price of an investment in the Notes because the market price of an investment in the Notes generally will not rise substantially above the price at which they can be redeemed. In addition, an investor might not be able to reinvest the redemption proceeds at an effective interest rate as high as the then-applicable Rate of Interest on the Notes and might only be able to do so at a significantly lower interest rate (or through taking on a greater credit risk). Reinvestment risk should be an important element of an investor's consideration in investing in the Notes.

At the option of the Issuer: In accordance with Condition 8.2, the Issuer will have the right to redeem all, but not some only, of the Notes then outstanding on each Reset Date at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) such Reset Date, subject (if required by applicable law) to having obtained the prior approval of the BRSA. As of the date of this Prospectus, the approval of the BRSA is required by applicable law and (under Article 7(2)(d) of the Equity Regulation) such approval is subject to the conditions that, among other things: (a) the Issuer does not create market expectation regarding the exercise of the redemption option and either (b) the Notes are replaced with another debt instrument either of the same quality or higher quality, and such replacement does not have a restrictive effect on the Issuer's ability to sustain its operations or (c) the Issuer continues to satisfy its applicable capital requirements following the exercise of the redemption option (see "*Additional Tier 1 - Calculation of Additional Tier 1 Capital*"). The Issuer will have the right to redeem the Notes pursuant to this optional redemption feature even following a Write-Down of the Notes and even, in the case of a Trigger Event Write-Down, notwithstanding that the Prevailing Principal Amount has not been restored to the Initial Principal Amount (including where such Write-Down occurs following the delivery to the Noteholders of a notice of redemption and prior to the relevant redemption of the Notes). Accordingly, in any such redemption, Noteholders would only receive the Prevailing Principal Amount remaining after any such Write-Down. If the Issuer elects to redeem the Notes in accordance with Condition 8.2 or if there is an anticipation that the Issuer will so redeem the Notes, then this might lead to fluctuations in the market price of an investment in such Notes.

Taxation: If a Tax Event (as defined in Condition 8.3) occurs at any time after the Agreement Date, then the Issuer will have the right to redeem all, but not some only, of the Notes, subject (if required by applicable law) to having obtained the prior approval of the BRSA, at any time at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption. As of the date of this Prospectus, the withholding tax rate on interest payments in respect of bonds issued by Turkish legal entities outside of Türkiye varies depending upon the original maturity of such bonds as specified under Decree No. 2009/14593 dated 12 January 2009, which was amended by Decree No. 2010/1182 dated 20 December 2010, Decree No. 2011/1854 dated 26 April 2011 and Presidential Decree No. 842 dated 20 March 2019 (together, the "**Tax Decrees**"). Pursuant to the Tax Decrees, with respect to bonds with a maturity of three years and more, the withholding tax rate on the date of this

Prospectus on interest is 0 per cent. Accordingly, as the Notes do not have a maturity date, the initial withholding tax rate on interest on the Notes is currently 0 per cent.; *however*, in case of early redemption, the redemption date might be considered to be the maturity date and higher withholding tax rates might apply accordingly.

Capital Disqualification Event: If a Capital Disqualification Event (as defined in Condition 8.4) occurs at any time after the Issue Date, then the Issuer will have the right to redeem all, but not some only, of the Notes at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption. It should be noted that, if a Capital Disqualification Event occurs, the Notes would remain deeply subordinated obligations of the Issuer as set out in Condition 3 and the write-down provisions in Condition 6 would continue to apply. However, pursuant to Condition 5.10, if a Capital Disqualification Event has occurred, then: (a) the interest cancellation provisions in Conditions 5.5 to 5.9 will cease to apply to the Notes and (b) the Issuer will no longer have the discretion or obligation to cancel any interest payments due on the Notes following the occurrence of that Capital Disqualification Event.

Different Interests – The CET1 Ratios of the Issuer and the Group, Distributable Items and Maximum Distributable Amount will depend in part upon decisions made by the Issuer, which decisions might not be aligned with the interests of investors in the Notes

The CET1 Ratios of the Issuer and the Group, Distributable Items and Maximum Distributable Amount will depend in part upon decisions made by the Issuer and other entities in the Group relating to their businesses and operations, as well as the management of their capital position. The Issuer and other entities in the Group will have no obligation to consider the interests of Noteholders in connection with their strategic decisions, including in respect of capital management and the relationship among the various entities in the Group and the Group's structure. For example, the Issuer might decide not to raise capital at a time when it is feasible to do so even if raising such capital would have avoided the occurrence of a Trigger Event or the cancellation of interest payments as a result of a Maximum Distributable Amount otherwise being exceeded. The Issuer might also decide to pay a dividend on its Junior Obligations even if that might reduce its ability to pay interest on the Notes in the future. Noteholders will not have any claim against the Issuer relating to any such decisions, including if they result in the occurrence of a Trigger Event, a Non-Viability Event or the inability to pay interest on the Notes. Such decisions might cause Noteholders to lose some or even all of their investment in the Notes.

Substitution or Variation of the Notes – The Issuer may, if a Tax Event or a Capital Disqualification Event occurs, either substitute the Notes for Qualifying Additional Tier 1 Securities or vary the terms of the Notes so that they remain or become Qualifying Additional Tier 1 Securities

Subject to Condition 8.9, if at any time a Tax Event or a Capital Disqualification Event has occurred that then allows the Issuer to redeem the Notes pursuant to Condition 8.3 or 8.4, as the case may be, the Issuer may, instead of giving notice to redeem the Notes pursuant to Condition 8.3 or 8.4, as the case may be, but subject to compliance with Applicable Banking Regulations (including, if applicable, the prior approval of the BRSA), at any time (without any requirement for the consent or approval of the Noteholders) either substitute all (but not some only) of the Notes for Qualifying Additional Tier 1 Securities or vary the terms of the Notes so that they remain or become (as applicable) Qualifying Additional Tier 1 Securities. There can be no assurance that, due to the particular circumstances of each Noteholder, any Qualifying Additional Tier 1 Securities will be as favourable to each Noteholder in all respects or that, if it were entitled to do so, a particular Noteholder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Additional Tier 1 Securities are not materially less favourable to Noteholders than the terms of the Notes. The Issuer bears no responsibility towards the Noteholders for any adverse effects of such substitution or variation (including with respect to any adverse tax consequences suffered by any Noteholder).

Given that it is expected that the Notes will be treated as equity for U.S. federal income tax purposes and that the Issuer is likely to be treated as a "passive foreign investment company" (a "PFIC") for

U.S. federal income tax purposes, certain U.S. investors would generally be subject to adverse U.S. federal income tax consequences.

As discussed in "*Certain U.S. Federal Income Tax Considerations"*, the Notes should be treated as equity for U.S. federal income tax purposes, which would generally result in adverse U.S. federal income tax consequences to U.S. investors if the Issuer is treated as a PFIC.

A non-U.S. corporation will be a PFIC in any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable "look-through rules", either (i) at least 75 per cent. of its gross income is "passive income" or (ii) at least 50 per cent. of the average value of its assets is attributable to assets which produce passive income or are held for the production of passive income. For these purposes, "passive income" generally includes interest, dividends, rents, royalties and gains from non-dealer securities transactions (subject to certain exceptions, including an exception for certain income generated in the active conduct of a banking business (the "**Active Banking Income Exception**")). In general, cash is a passive asset for these purposes. Two sets of proposed U.S. Treasury regulations and an IRS notice (that taxpayers may rely on pending finalisation of the proposed U.S. Treasury regulations) set forth alternative tests that a non-U.S. corporation can satisfy in order to qualify for the Active Banking Income Exception. However, all these alternative tests generally include a deposit-taking requirement.

A non-U.S. corporation's possible status as a PFIC must be determined for each year and cannot be determined until the end of each taxable year. However, although the application of the PFIC rules to the Issuer is subject to some uncertainties, because the Issuer is not licensed to take, and is not taking, deposits and based on the composition of its income, the valuation of its assets and the activities conducted by the Issuer, it is likely that the Issuer will be treated as a PFIC in the current taxable year and subsequent taxable years. Accordingly, in making their investment decision, prospective purchasers should assume that the Issuer will be treated as a PFIC. Consequently, U.S. investors would generally be subject to adverse U.S. federal income tax consequences with respect to their ownership and disposition of the Notes, including additional tax liabilities on disposition gains and certain distributions, additional reporting requirements and the potential application of the PFIC rules to their deemed ownership of any lower-tier PFIC. For further details, see "*Certain U.S. Federal Income Tax Considerations – Passive Foreign Investment Company Considerations*". The Issuer does not expect to conduct annual assessments of its PFIC status. Prospective purchasers should consult their own tax advisers regarding the determination of the Issuer's PFIC status and any resulting tax consequences.

RISKS RELATED TO INVESTMENTS IN THE NOTES GENERALLY

Transfer Restrictions – Transfers of interests in the Notes will be subject to certain restrictions and interests in Global Notes can only be held through a clearing system

Although the Notes have been authorised by the CMB pursuant to Decree 32, the Capital Markets Law, the Communiqué on Debt Instruments and other related legislation as debt securities to be offered outside of Türkiye, the Notes have not been and are not expected to be registered: (a) under the Securities Act or any applicable state's or other jurisdiction's securities laws or (b) with the SEC or any other applicable state's or other jurisdiction's regulatory authorities. The offering of the Notes will be made pursuant to exemptions from the registration requirements of the Securities Act and from other securities laws. Accordingly, reoffers, resales, pledges and other transfers of interests in the Notes will be subject to certain transfer restrictions. Each investor is advised to consult its legal advisers in connection with any such reoffer, resale, pledge or other transfer. See *"Subscription and Sale and Transfer and Selling Restrictions*" in the Base Prospectus.

As transfers of interests in the Global Notes can be effected only through book entries at DTC, Clearstream, Luxembourg and/or Euroclear (as applicable) for the accounts of their respective participants, the liquidity of any secondary market for investments in the Registered Global Notes may be reduced to the extent that some investors are unwilling to invest in notes held in book-entry form in the name of a participant in Clearstream, Luxembourg, Euroclear or DTC, as applicable. The ability to pledge interests in the Notes may be limited due to the lack of a physical certificate. In the event of the insolvency of Euroclear, Clearstream, Luxembourg, DTC or any of their respective participants in whose name interests in the Notes are recorded, the ability of beneficial owners to obtain timely or ultimate payment of principal and interest on the Notes may be impaired.

Further Issues – The Issuer may issue further Notes, which may dilute a Noteholder's existing share

As permitted by Condition 16, the Issuer may from time to time without the consent of the Noteholders create and issue further notes, so that such further notes shall be consolidated and form a single series with the outstanding Notes. To the extent that the Issuer issues such further notes, the existing Noteholder's share (e.g., in respect of any meeting or Written Resolution of holders of the Notes) will be diluted.

Enforcement of Judgments – It may not be possible for investors to enforce foreign judgments against the Issuer or its management

The Issuer is a public joint stock company organised under the laws of Türkiye. All of the directors and officers of the Issuer reside inside Türkiye and all or a substantial portion of the assets of such persons may be, and substantially all of the assets of the Issuer are, located in Türkiye. As a result, it may not be possible for investors to effect service of process upon such persons outside Türkiye or to enforce against them in the courts of jurisdictions other than Türkiye any judgments obtained in such courts that are predicated upon the laws of such other jurisdictions. In connection therewith, the Issuer has submitted to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent UK appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) and New York State and U.S. federal courts sitting in the Borough of Manhattan, The City of New York, New York, and has appointed agents for the service of process in each of the aforementioned jurisdictions, all as more particularly described in Condition 18.

In addition, under the International Private and Procedure Law of the Republic of Türkiye (Law No. 5718), a judgment of a court established in a country other than Türkiye may not be enforced in Turkish courts in certain circumstances. There is no treaty between the UK and Türkiye or between the United States and Türkiye providing for reciprocal enforcement of judgments; however, Turkish courts have rendered at least one judgment confirming de facto reciprocity between Türkiye and the UK with respect to the enforcement of judgments of their respective courts. However, the courts of New York have rendered at least one judgment in the past confirming *de facto* reciprocity between Türkiye and the State of New York. However, since *de facto* reciprocity is decided by the relevant court on a case-by-case basis, there is uncertainty as to the enforceability of court judgments obtained in the United States or the UK by Turkish courts. The same may apply for judgments obtained in other jurisdictions. Moreover, there is uncertainty as to the ability of an investor to bring an original action in Türkiye based upon the U.S. federal or any other non-Turkish securities laws.

The designation in Condition 18.6 of the United States federal courts set forth therein as venues for proceedings relating to the Notes is subject to the power of United States federal courts to transfer proceedings pursuant to Section 1404(a) of Title 28 of the United States Code or to dismiss such proceedings on the grounds that such United States federal court is an inconvenient forum for such actions.

Furthermore, any claim against the Issuer which is denominated in a foreign currency would, in any bankruptcy of the Issuer, only be payable in Turkish Lira. The relevant exchange rate for determining the Turkish Lira amount of any such claim would be the Central Bank of Türkiye's (*Türkiye Cumhuriyet Merkez Bankası*) exchange rate for the purchase of the relevant currency which is effective on the date when the relevant court's decision on the bankruptcy is rendered in accordance with Turkish law. Such exchange rate may be less favourable to a Noteholder than the rate of exchange prevailing at the relevant time.

For further information, see "*Enforcement of Judgments and Service of Process*" in the Base Prospectus.

Definitive Registered Notes May Need to be Issued – Investors who purchase interests in Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if Notes in definitive form are subsequently required to be issued

The Notes have denominations consisting of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof (the "**Specified Denomination**"). It is possible that interests in such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with

the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase or sell a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Reliance on Clearing Systems – Investors in the Notes will be subject to the rules of the DTC, Euroclear and Clearstream, Luxembourg procedures

The Notes will be represented on issue by one or more Registered Global Notes that may be deposited with or registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg (as defined below) or may be deposited with or registered in the name of a nominee for DTC (as defined below). Except in the circumstances described in the applicable Registered Global Note, investors in a Registered Global Note will not be entitled to receive Notes in definitive form. Each of DTC, Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Registered Global Note held through it. While the Notes are represented by a Registered Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

For so long as the Notes are represented by Registered Global Notes, the Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Registered Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Registered Global Note.

Holders of beneficial interests in a Registered Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

No Secondary Market – An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Market Price Volatility – The market price of an investment in the Notes may be subject to a high degree of volatility

The market price of any investment in the Notes could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale by the Group of other Notes or debt securities, as well as other factors, including the trading market for notes issued by the Republic of Türkiye. In addition, in recent years the global financial markets have experienced significant price and volume fluctuations that, if repeated in the future, could adversely affect the market price of an investment in the Notes without regard to the Issuer's financial condition or results of operations.

The market price of any investment in the Notes will also be influenced by economic and market conditions in Türkiye and, to varying degrees, economic and market conditions in emerging markets generally. Although economic conditions differ in each country, the reaction of investors to developments in one country may cause capital markets in other countries to fluctuate. Developments or economic conditions in other emerging market countries have at times significantly affected the availability of credit to the Turkish economy and resulted in considerable outflows of funds and declines in the amount of foreign investment

in Türkiye. Crises in other emerging market countries may diminish investor interest in securities of Turkish issuers, including those issued by the Issuer, which could adversely affect the market price of an investment in the Notes.

Exchange Rate Risks and Exchange Controls – If an investor holds Notes which are not denominated in the investor's home currency, then such an investor will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

The Issuer will pay principal and interest on the Notes in U.S. dollars (the "**Specified Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Notes, (b) the Investor's Currency-equivalent value of the principal payable on the Notes and (c) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal. An investor may also not be able to convert (at a reasonable exchange rate or at all) amounts received in the Specified Currency into the Investor's Currency, which could materially adversely affect the market value of the Notes. There may also be tax consequences for investors.

English Law – The value of the Notes could be adversely affected by a change in English law or administrative practice

The Conditions of the Notes are (except as described in Condition 18.1) based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Consent for Modification – The Conditions of the Notes contain provisions which may permit their modification without the consent of all investors

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of the Notes of a Series, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The same considerations apply in respect of resolutions passed by way of Written Resolution and via Electronic Consents.

The Conditions of the Notes also provide that the Fiscal Agent and the Issuer may agree in writing, without the consent of Noteholders, to any modification (except such modifications in respect of which an increased quorum is required as mentioned in Condition 15.1) of any of the Notes (including the Conditions), the Deed of Covenant, the Deed Poll or the Agency Agreement that is, in the opinion of the Issuer, either (a) for the purpose of curing any ambiguity or of curing, correcting or supplementing any manifest or proven error or any other defective provision contained herein or therein or (b) following the advice of an independent financial institution of international standing, not materially prejudicial to the interests of the Noteholders.

See Condition 15 for further details.

Credit Ratings – Credit ratings assigned to the Issuer or any Notes may not reflect all risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the CRA Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of any rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

ADDITIONAL TIER 1 RULES

Under Article 7(2)(i) of the Equity Regulation, in order for a debt to qualify as Additional Tier 1 Capital of a bank, the bank must be entitled pursuant to the terms of that debt to write-down or convert into equity (but not necessarily both) such debt upon the common equity tier 1 capital adequacy ratio(s) of such bank, on a consolidated or non-consolidated basis, falling below 5.125 per cent. In such a case, such bank is required to promptly notify the BRSA and an amount of such debt must be written down and/or converted into equity, in each case to the extent necessary so as to restore the applicable such common equity tier 1 capital adequacy ratio(s) to at least 5.125 per cent. As a result of such a write-down: (a) in the event of the liquidation of the bank, the claims of the holders of such debt must be reducible via write-down, (b) in the event of the exercise of the redemption option, the amount redeemed will be the then-outstanding principal amount (*i.e.*, after any write-downs and write-ups) as opposed to their original principal amount, and (c) dividend and interest payments on such debt must be partially or completely cancellable.

In addition, Article 7(2)(j) of the Equity Regulation provides that, in order for a debt to qualify as Additional Tier 1 Capital, it must be possible, pursuant to the terms of that debt, for such debt to be written down or converted into equity (but not necessarily both) upon the decision of the BRSA if it is probable that the bank's operating licence might be revoked pursuant to Article 71 of the Banking Law.

Prior to any determination of non-viability of a bank under Article 71 of the Banking Law, the BRSA may require a number of corrective, rehabilitative and/or restrictive actions to be taken by the bank in accordance with Articles 68, 69 and 70 of the Banking Law. In the event that: (a) such actions are not (in whole or in part) taken by such bank within a period of time set forth by the BRSA or in any case within 12 months, (b) the financial structure of such bank cannot be strengthened despite its having taken such actions, (c) it is determined that taking these actions will not lead to the strengthening of the bank's financial structure, (d) the continuation of the activities of such bank would jeopardise the rights of the depositors and the participation account owners and the security and stability of the financial system, (e) such bank cannot cover its liabilities as they become due, (f) the total amount of the liabilities of such bank exceeds the total amount of its assets or (g) the controlling shareholders or directors of such bank are found to have utilised such bank's resources for their own interests, directly or indirectly or fraudulently, in a manner that jeopardised the secure functioning of the bank or caused such bank to sustain a loss as a result of such misuse, then the BRSA may determine that such bank is non-viable under Article 71 of the Banking Law.

Calculation of Additional Tier 1 Capital

According to the Equity Regulation, the amount of Additional Tier 1 Capital shall be calculated by subtracting capital deductions from the sum of: (a) shares with preferential rights that are not included in CET1 Capital (except for such shares that require the distribution of dividends in the future), (b) share premia resulting from the issuance of such shares with preferential rights and (c) debt that has been approved by the BRSA (and related issuance premia) as eligible for inclusion in the calculation of Additional Tier 1 Capital. The Equity Regulation sets out that, in order for a debt instrument to be included in the calculation of Additional Tier 1 Capital, the following conditions need to be met (the "**Additional Tier 1 Conditions**"):

(a) such debt instrument shall have been issued by the bank and approved by the CMB and shall have been fully collected in cash;

(b) in the event of dissolution of such bank, such debt instrument shall be subordinated with respect to debt that is included in tier 2 capital and rights of deposit holders and all other creditors (other than other Additional Tier 1 Capital);

(c) such debt instrument shall not be linked to any derivative operation or contract, nor shall it be linked to any guarantee or security (in Turkish: *teminat*), in one way or another, directly or indirectly, in a manner that violates the condition stated in clause (b);

(d) such debt instrument shall not have a maturity and shall not include any provision that may incentivise redemption, such as dividends and increase of interest rate;

(e) if such debt instrument includes a redemption option, then such option shall be exercisable no earlier than five years after issuance and only with the approval of the BRSA; approval of the BRSA is subject to the following conditions:

(i) such bank should not create any market expectation that the option will be exercised by the bank, and either

(ii) such debt instrument shall be replaced by another debt instrument either of the same quality or higher quality, and such replacement shall not have a restrictive effect on such bank's ability to sustain its operations, or

(iii) following the exercise of the option, the equity of such bank shall exceed the higher of: (A) the capital adequacy requirement that is to be calculated pursuant to the Capital Adequacy Regulation along with the BRSA's Regulation on the Capital Conservation and Countercyclical Capital Buffers published on 5 November 2013 (the "*Regulation on Capital Conservation and Countercyclical Capital Buffers*"), (B) the capital requirement derived as a result of internal capital adequacy assessment process ("**ICAAP**") of such bank as per the Regulation regarding the Internal Systems and Internal Capital Adequacy Assessment Process of Banks, as issued by the BRSA and published in the Official Gazette No. 29057 dated 11 July 2014 (the "**ICAAP Regulation**") and (C) the higher capital requirement set by the BRSA (if any);

however, if tax legislation or other regulations are materially amended, a redemption option may be exercised; *provided* that the above conditions in this clause (e) are met and the BRSA approves,

(f) the redemption of the principal of such debt instrument shall be subject to approval of the BRSA, in which case the BRSA would seek the conditions stated in clause (e) to be met;

(g) the bank shall be entitled to cancel the interest and dividend payments on such debt instrument and, if it exercises such right, then it shall not have an obligation to pay the difference between the amount set out in the terms of such debt instrument and the amount actually paid in subsequent periods (even in case of non-payment), cancellation of payments shall not be considered as default, such bank shall be entitled to use at its own discretion the amounts corresponding to the cancelled payments and the cancellation shall not have any restricting effect on such bank except with respect to payments to be made to its shareholders;

(h) dividend or interest payments on such debt instrument may be made only out of the items that may be used for dividend distribution;

(i) such debt instrument's dividend and interest payments shall not be linked to the creditworthiness of such bank;

(j) such debt instrument shall not be: (i) purchased by such bank or by corporations controlled by such bank or significantly under the influence of such bank or (ii) assigned to such entities, and its purchase shall not be directly or indirectly financed by such bank itself;

(k) such debt instrument shall not possess any features hindering any new equity issuance;

(l) such bank must be entitled, pursuant to the terms of the debt instrument, to write-down or convert into equity (but not necessarily both) such debt instrument if the common equity tier 1 capital adequacy ratio of the bank (on a consolidated or non-consolidated basis) falls below 5.125 per cent., in each case to the extent necessary so as to restore the applicable such common equity tier 1 capital adequacy ratio(s) to at least 5.125 per cent. (see "*Risk Factors –Risks Relating to the Notes –Risks Relating to the Structure of the Notes–- Trigger Event Reductions*"); as a result of such a write-down: (i) in the event of the liquidation of the bank, the claims of the holders of such debt instrument must be reducible via write-down, (ii) in the event of any redemption of such debt instrument, the

amount redeemed will be the then-outstanding principal amount (i.e., after any write-downs and write-ups) as opposed to their original principal amount, and (iii) dividend and interest payments on such debt instrument must be partially or completely cancellable;

(m) if there is a possibility that such bank's operating licence would be cancelled pursuant to Article 71 of the Banking Law due to the losses incurred by the bank, then such debt instrument shall be subject to being written down or converted into equity (but not necessarily both) for the absorption of the loss if the BRSA so decides (see "*Risk Factors – Risks Relating to the Notes – Risks Relating to the Structure of the Notes – Non-Viability Event Reductions*"); and

(n) in the event that such debt instrument has not been issued by such bank itself or one of its consolidated entities, the amounts obtained from the issuance shall be immediately transferred without any restriction to such bank or the applicable consolidated entity (as the case may be) in accordance with the rules listed above.

In addition to debt instruments issued by the bank and approved by the CMB (as stated in clause (a)), loans that have been approved by the BRSA upon the application of the board of directors of the applicable bank accompanied by a written statement confirming that all of the Additional Tier 1 Conditions (except for the condition stated in clause (a) regarding debt instruments issued by the bank and approved by the CMB) are met also can be included in the calculation of the amount of Additional Tier 1 Capital.

In addition to the Additional Tier 1 Conditions, the BRSA may also require other conditions to be met in respect of a debt, including in connection with the procedures relating to the write-down or conversion into equity of such debt.

Debt instruments and loans that are approved by the BRSA are included in the calculation of the amount of Additional Tier 1 Capital as of the date of transfer of the proceeds thereof to the relevant accounts in the applicable bank’s records. When applying with respect to a bank the measures set out under Article 71 of the Banking Law, the BRSA is not to take into account as liabilities of such bank the debt instruments and loans included in the calculation of Additional Tier 1 Capital of such bank.

Regulatory Capital Communiqué

The Equity Regulation provides that the BRSA is to determine the rules and procedures with respect to the write-down or conversion into equity of debt included in Additional Tier 1 Capital. Accordingly, on 7 June 2018, the BRSA published the Communiqué on Debt Instruments to be included in the Equity Calculation of Banks (the "**Regulatory Capital Communiqué**"). The Regulatory Capital Communiqué is intended to align the Turkish additional Tier 1 framework with European practices and imposed certain new requirements on banks.

The Regulatory Capital Communiqué: (a) requires issuers of Additional Tier 1 Instruments to mandate a locally licensed independent auditor to provide a report to the BRSA confirming that the terms and conditions of such debt are in full compliance with the requirements set forth under Article 7 of the Equity Regulation and (b) stipulates that the debt included in Additional Tier 1 Capital must be subject to write-off, write-down and conversion into equity before the debt included in tier 2 capital of the banks. Pursuant to the Regulatory Capital Communiqué, if there are multiple Additional Tier 1 Instruments included in the Additional Tier 1 Capital of a bank, then the write-off, write-down or conversion into equity of such Additional Tier 1 Instruments is to be carried out on a *pro rata* basis based upon each such Additional Tier 1 Instrument's portion in the total value of the Additional Tier 1 Instruments of such bank that are included in the Additional Tier 1 Capital of such bank. Interest and dividend distributions on, and redemptions of, Additional Tier 1 Instruments that have been partially converted into equity or written down are to take into account the outstanding amount after such conversion into equity or write-down.

The Regulatory Capital Communiqué also provides for a potentially non-permanent write-down of Additional Tier 1 Instruments upon the common equity tier 1 capital adequacy ratio of a bank, on a consolidated or non-consolidated basis, falling below 5.125 per cent. In terms of this write-down procedure, a bank is required to immediately notify the BRSA and the holders of such Additional Tier 1 Instruments of the occurrence of such event. An issuer will determine the amount to be written down and/or converted into equity, without prejudice to any authority that the Banking Law grants to the BRSA.

In the case of Additional Tier 1 Instruments that provide for such a write-down of debt on a non-permanent basis, the terms of such Additional Tier 1 Instrument will include provisions for the potential write-up of such written-down amount; *however*, according to the Regulatory Capital Communiqué, a write-up is not possible for Additional Tier 1 Instruments that have been written down for other reasons. In addition, the Regulatory Capital Communiqué requires that the following conditions (among others) be satisfied for any such write-up:

(a) a write-up can be effected only to the extent that a positive distributable net profit was calculated based upon the most recent financial year of the applicable bank;

(b) the sum of the write-up amount and the dividend or coupon payments made with respect to the written-down principal amount must not be more than the distributable net profit of the applicable bank multiplied by the result of: (i) the sum of the aggregate initial principal amount of the Additional Tier 1 Instruments and the aggregate initial principal amount of all written-down Additional Tier 1 Instruments of such bank divided by (ii) the total Tier 1 Capital of such bank, each as of the date of the relevant write-up;

(c) the write-up must be effected on a pro rata basis with the other written-down Additional Tier 1 Instruments of such bank; and

(d) the sum of any write-up amount, coupon and dividend payments over the written-down debt will be treated as dividend payments, which will be subject to the restrictions relating to dividend distributions and the maximum distributable amount restrictions.

As noted in clause (a), a write-up can be effected only to the extent that a positive distributable net profit was calculated based upon the most recent financial year of the applicable bank. As of the end of the last fiscal year of the Issuer for which financial statements have been published (*i.e.* 31 December 2023), the Issuer's Distributable Net Profit amounted to TL 6,030,976 thousand.

The Regulatory Capital Communiqué also introduced various requirements that must be satisfied in order for a bank to exercise any option to convert Additional Tier 1 Instruments into equity; *however*, such is not applicable to the Notes as they do not provide for any potential conversion into equity.

Distributable Items and Maximum Distributable Amount

In the Conditions, the term "Distributable Items" for any financial year of the Issuer is defined (in accordance with clause (h) of "*Calculation of Additional Tier 1 Capital*" above) to mean, for any financial year of the Issuer, those items that may be used by the Issuer for dividend distribution to its shareholders during such financial year in accordance with Applicable Distribution Regulations, including, without limitation, any retained earnings and other applicable reserves available for such distribution. As of the end of the last financial year of the Issuer for which financial statements have been published (*i.e.* 31 December 2023), the Issuer's Distributable Items amounted to TL 13,104,506 thousand, which amount then applies for distributions during financial year 2024 (the amount of Distributable Items that will be apply during later financial years will be calculable when the audited annual financial statements for the applicable previous financial year have been published).

Condition 5.6 also provides that no payment of any amount of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) will be made in respect of the Notes if and to the extent that such payment would cause: (a) the Maximum Distributable Amount (if any) then applicable to the Issuer (on a bank-only and consolidated basis) to be exceeded; *provided* that a partial payment of interest (and, if applicable, such Additional Amounts) may be made to the extent that such partial payment does not cause the relevant Maximum Distributable Amount to be exceeded. The calculation of the Maximum Distributable Amount is a complex calculation, which is subject to requirements applicable at the relevant time, and any shortfalls in CET1 Capital, Additional Tier 1 Capital and/or Tier 2 Capital will affect this calculation.

As of 31 December 2023, the CET1 Ratios of the Issuer and the Group (including forbearances) were 19.50 per cent. and 19.43 per cent., respectively, which are based upon risk-weighted assets of TL 106,339,113 thousand and TL 108,714,184 thousand, respectively, as of such date.

As of the same date (including forbearances and based upon the same amount of risk-weighted assets): (a) the Tier 1 capital adequacy ratios of the Issuer and the Group were 25.02 per cent. and 24.83 per cent., respectively, which figures compare with minimum regulatory requirements of 8.5 per cent. and 8.5 per cent., respectively, and (b) the total capital adequacy ratios of the Issuer and the Group were 26.16 per cent. and 25.96 per cent., respectively, which figures compare to minimum regulatory requirements of 12.0 per cent. and 12.0 per cent. as of such date.

Assuming that the Additional Tier 1 Capital and Tier 2 Capital buckets are filled and calculated including forbearances, this would reflect an amount of additional core capital as of 31 December 2023 above the additional core capital requirement for the Issuer and the Group for the purposes of calculating the Maximum Distributable Amount (i.e., the distance to the Maximum Distributable Amount restrictions) of TL 17,571,780 (or 16.52 per cent. of risk-weighted assets) for the Issuer on a standalone basis and TL 17,757,117 thousand (or 16.33 per cent. of risk-weighted assets) on a consolidated basis (TL 15,053,805 thousand (14.16 per cent.) and TL 15,174,585 thousand (13.96 per cent.), respectively).

The amount of CET1 Capital above the 5.125 per cent. Trigger Event level applicable to the Notes (i.e., the distance to the Trigger Event, calculated including forbearances) as of 31 December 2023 was TL 15,289,625 thousand (14.4 per cent. of risk-weighted assets) with respect to the Issuer and TL 15,555,121 thousand (14.3 per cent. of risk-weighted assets) with respect to the Group.

As of 31 December 2023, the CET1 Ratios of the Issuer and the Group (excluding forbearances) were 13.56 per cent. and 13.60 per cent., respectively, which are based upon risk-weighted assets of TL 152,136,866 thousand and TL 154,537,919 thousand, respectively, as of such date.

As of the same date (excluding forbearances and based upon the same amount of risk-weighted assets): (a) the Tier 1 capital adequacy ratios of the Issuer and the Group were both 17.42 per cent. and 17.40 per cent., respectively, which figures compare with minimum regulatory requirements of 8.5 per cent. and 8.5 per cent., respectively, and (b) the total capital adequacy ratios of the Issuer and the Group were 18.58 per cent. and 18.56 per cent., respectively, which figures compare to minimum regulatory requirements of 12.0 per cent. and 12.0 per cent. as of such date.

Assuming that the Additional Tier 1 Capital and Tier 2 Capital buckets are filled and calculated excluding forbearances, this would reflect an amount of additional core capital as of 31 December 2023 above the additional core capital requirement for the Issuer and the Group for the purposes of calculating the Maximum Distributable Amount (i.e., the distance to the Maximum Distributable Amount restrictions) of TL 13,566,505 (or 8.92 per cent. of risk-weighted assets) for the Issuer on a standalone basis and TL 13,749,634 thousand (or 8.90 per cent. of risk-weighted assets) on a consolidated basis (TL 10,018,081 thousand (6.58 per cent.) and TL 10,136,067 thousand (6.56 per cent.), respectively).

The amount of CET1 Capital above the 5.125 per cent. Trigger Event level applicable to the Notes (i.e., the distance to the Trigger Event, calculated excluding forbearances) as of 31 December 2023 was TL 12,830,025 thousand (8.43 per cent. of risk-weighted assets) with respect to the Issuer and TL 13,094,189 thousand (8.47 per cent. of risk-weighted assets) with respect to the Group.

The following is a description of certain laws relating to the calculation of the amount that the Issuer may use for dividend distribution.

Turkish Commercial Code

Pursuant to the Turkish Commercial Code, publicly traded companies (such as the Issuer) have the option to retain all or part of their earnings for the relevant financial year as retained earnings and, for any remaining amounts, distribute dividends in the form of: (a) payments in cash, (b) distribution of bonus shares to shareholders, (c) a combination of payments of cash and distribution of bonus shares or (d) a payment as a lump sum or in instalments subject to certain limitations discussed below. Publicly traded banks may distribute dividends from net profits and/or non-mandatory reserves.

The amount that a bank is permitted to use for dividend distributions in any financial year is calculated in accordance with the Turkish Commercial Code and such bank's articles of incorporation, which calculation is based upon deducting all expenses, depreciation and similar payments and setting aside legally required reserves, taxes and the previous financial year's losses, if any, from such bank's revenue

for the prior financial year. This amount is derived by performing this calculation using such bank's financial statements prepared in accordance with BRSA Principles and then is allocated in the following order:

(a) 5.0 per cent. of such amount is allocated to such bank's first legal reserves until the first legal reserves reach 20.0 per cent. of such bank's paid-in capital,

(b) the remaining amount (if any) after adding the value of any donations made within the relevant annual term may be distributed to such bank's shareholders as a first dividend in accordance with the Applicable Banking Regulations and the articles of association of such bank,

(c) the remaining amount (if any) may be: (i) distributed in full or in part to such bank's shareholders as a second dividend, distributed to the board members, officers and employees as a share of the profit or distributed to foundations or similar institutions established for various purposes or (ii) set aside as year-end profits or as part of non-mandatory reserves, and

(d) if there is a remaining amount and if (pursuant to clauses (b) and (c) above) an amount equal to 5.0 per cent. of the paid-in capital has been distributed from the amount to be distributed to such bank's shareholders and persons participating in profit, then an amount equal to 10.0 per cent. of the original amount that a bank may use for dividend distributions (*i.e.*, before the allocation described in clause (a)) is required to be allocated as a second legal reserve and added to such bank's statutory reserve.

The Issuer's articles of association and dividend policy of the Issuer provide that the general assembly of its shareholders shall, upon the proposal of the Issuer's board of directors, resolve the matters regarding distribution of the profit. Such dividend policy states that as long as there are no unfavourable developments in global and local economic circumstances, and Issuer's financial position and capital adequacy ratio are at the foreseen levels, 30 per cent. of the distributable profit that is calculated as the first profit share will be allocated as cash and/or stock dividends.

Unless and until the statutory funds and other financial obligations required by law are set aside and the dividends determined in accordance with the articles of association of a publicly traded bank are distributed in cash or as bonus shares, such bank cannot resolve to: (a) set aside any reserve, (b) transfer a dividend to the following year or (c) make distributions to the members of its board of directors, managers, employees and/or foundations or similar institutions established for various purposes.

If the calculated first dividend amount is less than 5.0 per cent. of the paid-in capital of a publicly traded bank, then such bank may not distribute the first dividend; *however*, the amount retained will be added to the calculation of the first dividend for the following financial year.

BRSA restrictions

Pursuant to the Capital Conservation and Countercyclical Capital Buffers Regulation, the amount of dividends that may be distributed by a bank during a financial year is the product of: (a) the amount of distributable dividends (in Turkish: *dağıtılabilir kâr tutarı*) of such bank for such financial year and (b) the maximum dividend distribution ratio (in Turkish: *azami kâr dağıtım oranı*) as of the date of distribution. The calculation of these two components is discussed in greater detail below.

Distributable Dividends. The amount of "distributable dividends" for a bank is the sum of: (a) the net profit of such bank for the relevant period after deducting all statutory and contractual obligations and (b) the profit carried forward for such bank. This calculation is made on the basis of such bank's financial statements prepared in accordance with BRSA Principles.

Maximum Dividend Distribution Ratio. The maximum dividend distribution ratio for a bank is based upon the amount of such bank's "additional" CET1 Capital. The Capital Conservation and Countercyclical Capital Buffers Regulation provides that the "additional" CET1 Capital of a bank is the amount of such bank's CET1 Capital that exceeds the amount of CET1 Capital that is needed by such bank to achieve the minimum CET1 Ratio, Tier 1 capital adequacy ratio and capital adequacy standard ratio required of such bank (on both a consolidated and non-consolidated basis) by the Capital Adequacy Regulation (which minimums are 4.5 per cent., 6.0 per cent. and 8.0 per cent., respectively, as of the date of this Prospectus).

The Capital Conservation and Countercyclical Capital Buffers Regulation provides that the "additional " CET1 Capital required of a bank is the multiplication of: (a) the sum of: (i) the bank-specific countercyclical capital buffer ratio and (ii) the capital conservation buffer ratio (which is 2.5 per cent. as of the date of this Prospectus) and (b) the risk-weighted assets of such bank. Pursuant to the BRSA Decisions on the Countercyclical Capital Buffer, the countercyclical capital buffer ratio for a bank's exposures in Turkey is (as of the date of this Prospectus) set at 0 per cent. of a bank's risk-weighted assets in Turkey; *however*, such ratio can fluctuate between 0 per cent. and 2.5 per cent. as announced from time to time by the BRSA. Any increase in the countercyclical capital buffer ratio is to be effective one year after the relevant public announcement, whereas any reduction is to be effective as of the date of the relevant public announcement.

The minimum regulatory CET1 Ratio, Tier 1 capital adequacy ratio and capital adequacy standard ratio for the Issuer are currently 7.0 per cent., 8.50 per cent. and 12.00 per cent. on an Issuer-only basis and, 7.0 per cent., 8.50 per cent. and 12.00 per cent. for the Group.

If the "additional" CET1 Capital calculated by a bank (on a consolidated and/or non-consolidated basis) is less than the amount of "additional" CET1 Capital required of such bank by the Regulation on Capital Conservation and Countercyclical Capital Buffers, then the "maximum dividend distribution ratio" for such bank is set forth in the following table (100 per cent. applying should the amount of a bank's CET1 Capital exceed such required amount).

Result of division of the "additional" CET1 Capital of a bank by its additional CET1 Capital requirement	**The maximum dividend distribution ratio for such bank**
Less than 25 per cent.	0 per cent.
25 per cent. to 50 per cent.	20 per cent.
50 per cent. to 75 per cent.	40 per cent.
75 per cent. to 100 per cent.	60 per cent.

If the "additional" CET1 Capital for a bank is less than the required level on both a consolidated and non-consolidated basis, then such bank is required to apply the lower "maximum dividend distribution ratio" resulting from such calculations.

The BRSA has the authority to impose additional capital adequacy requirements on a standalone basis for a bank either: (a) pursuant to the Capital Adequacy Regulation, by taking into account its internal systems, assets and financial structures, or (b) pursuant to the ICAAP Regulation, as a result of the assessment of the capital adequacy by the BRSA of such bank as submitted in the context of the ICAAP each year (of more often if so required by the BRSA). Any additional capital adequacy requirement so required by the BRSA might impact the calculation of the amount of "additional" CET1 Capital and, hence, the amount of dividends that can be distributed by a bank.

INCORPORATION BY REFERENCE

This section provides details of the documents incorporated by reference which form part of this Prospectus and which are publicly available.

The following documents shall be deemed to be incorporated in, and to form part of, this Prospectus and all references to "Base Prospectus" and the “Notes” shall be construed accordingly:

(a) the sections set out below from the Base Prospectus (https://www.tskb.com.tr/en/investor-relations):

Cautionary Statement regarding Forward Looking Statements	Pages 7-8
Presentation of Financial and Other Information	Pages 10-16
Risk Factors – Risks Related to Türkiye	Pages 18-29
Risk Factors – Risks Related to the Group and its Business	Pages 30-43
Enforcement of Judgments and Service of Process	Pages 56-57
Overview of the Bank	Pages 59-61
Selected Financial and Other Information	Pages 128-136
Selected Bank Statistical and Other Information	Pages 137-148
Management's Discussion and Analysis of Financial Condition and Results of Operations	Pages 150-190
Business of the Group	Pages 191-215
Risk Management	Pages 216-227
Management	Pages 228-237
Ownership	Pages 238-239
Related Party Transactions	Page 240
Turkish Banking System	Pages 241-244
Turkish Regulatory Environment	Pages 245-284
Book-Entry Clearance Systems	Pages 285-289
Taxation – General	Page 290
Taxation – Certain Turkish Tax Considerations	Pages 290-292
Certain Considerations for ERISA and Other U.S. Employee Benefit Plans	Pages 303-304
Subscription and Sale and Transfer and Selling Restrictions	Pages 305-317
Appendix 1 – Overview of Significant Differences between IFRS and BRSA Accounting Principles	Pages 321-322

(b) the independent auditors' audit reports and audited consolidated BRSA Financial Statements of the Group as of and for the years ended 31 December 2021 (https://www.tskb.com.tr/uploads/file/4704-1-tskb-31122021-konsolide-rapor-eng.pdf), 2022 (https://www.tskb.com.tr/uploads/file/december-2022-consolidated-audit-report.pdf) and 2023 (https://www.tskb.com.tr/uploads/file/december-2023-consolidated-report-1.pdf); and

(c) the independent auditors' audit reports and audited unconsolidated BRSA Financial Statements of the Issuer as of and for the years ended 31 December 2021 (https://www.tskb.com.tr/uploads/file/4704-1-tskb-31122021-solo-rapor-eng.pdf), 2022 (https://www.tskb.com.tr/uploads/file/december-2022-audit-report.pdf) and 2023 (https://www.tskb.com.tr/uploads/file/december-2023-audit-report.pdf).

The BRSA Financial Statements along with the accompanying independent auditors' audit reports incorporated by reference into this Prospectus, all of which are in English, were prepared as convenience translations of the originally issued Turkish language BRSA Financial Statements (which translations the Issuer confirms were direct and accurate) and Turkish language independent auditors' audit reports.

Any non-incorporated parts of a document referred to above are either irrelevant to an investor or covered elsewhere in this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus do not (and shall not be deemed to) form part of this Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus, which supplement will be approved by the Central Bank of Ireland, all in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

The contents of any website referenced in this Prospectus do not form part of (and are not incorporated into) this Prospectus.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes that (except for the paragraphs in italics, which are included for informational purposes only) will be incorporated by reference into, or attached to, each Registered Global Note (as defined below) and, if permitted by the relevant stock exchange or other relevant authority (if any) each Definitive Registered Note (as defined below) but, if not so permitted, these Terms and Conditions will be endorsed on or attached to each Definitive Registered Note.

This Note is one of a series of U.S.$300,000,000 Perpetual Fixed Rate Resettable Additional Tier 1 Notes (the "**Notes**", which expression shall in these Terms and Conditions (these "**Conditions**"), unless the context otherwise requires, include any further notes issued pursuant to Condition 16 and forming a single series with the then-outstanding Notes) issued by Türkiye Sınai Kalkınma Bankası A.Ş. (the "**Issuer**") pursuant to the Agency Agreement (as defined below).

References to "**Notes**" in these Conditions shall, unless the context otherwise requires, mean: (a) in relation to any Notes represented by a Registered Global Note (a "**Registered Global Note**"), such Registered Global Note or any nominal amount thereof of a Specified Denomination, and (b) any Note in definitive certificated form (a "**Definitive Registered Note**" and, with the Registered Global Note, each a "**Certificate**").

The Notes have the benefit of an amended and restated agency agreement dated 12 March 2024 as supplemented by a supplemental agency agreement dated the Issue Date (such agreement as further amended, supplemented and/or restated from time to time, the "**Agency Agreement**") and made among the Issuer, Citibank, N.A., London Branch, as fiscal and principal paying agent (the "**Fiscal Agent**", which expression shall include any successor fiscal agent) and the other paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents) and as transfer agent (together with the Registrar (as defined below), the "**Transfer Agents**", which expression shall include any additional or successor transfer agents), and Citibank Europe Plc as registrar (the "**Registrar**", which expression shall include any successor registrar).

Any reference to a "**Noteholder**" or "**holder**" in relation to a Note means the Person(s) (as defined below) in whose name such Note is registered in the Register (as defined below) and shall, in relation to any Notes represented by a Registered Global Note, be construed as provided below.

The Noteholders are entitled to the benefit of a deed of covenant dated 17 July 2019 and made by the Issuer (such deed as amended, restated and/or supplemented from time to time, the "**Deed of Covenant**"). The original of the Deed of Covenant is held by the common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**").

Copies of the Agency Agreement, a deed poll dated 17 July 2019 and made by the Issuer (such deed poll as amended, restated and/or supplemented from time to time, the "**Deed Poll**") and the Deed of Covenant may be inspected at reasonable times during normal business hours at the specified office of each of the Fiscal Agent, the other Paying Agents, the Registrar and the other Transfer Agents (such agents being together referred to as the "**Agents**") or copies may be obtained in electronic form by any Noteholder that produces evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Notes and identity. The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed Poll and the Deed of Covenant. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and these Conditions, these Conditions shall prevail.

In these Conditions, "**U.S. dollars**" and "**U.S.$**" mean the lawful currency for the time being of the United States of America.

For the purposes of these Conditions, the term "**law**" shall (unless the context otherwise requires) be deemed to include legislation, regulations and other legal requirements.

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Notes are in registered form, will be numbered serially with an identifying number that the Issuer will procure to be recorded on the relevant Registered Global Note or Definitive Registered Note and in the register of holders of the Notes maintained by the Registrar outside of the United Kingdom (the "**Register**") and shall be in U.S. Dollars and issued in amounts of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof (each, a "**Specified Denomination**"). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

The Notes are issued pursuant to the Turkish Commercial Code (Law No. 6102), the Capital Markets Law (Law No. 6362) of the Republic of Türkiye ("**Türkiye**") and the Communiqué on Debt Instruments No. VII-128.8 issued by the Turkish Capital Markets Board (in Turkish: *Sermaye Piyasası Kurulu*) (the "**CMB**"). The proceeds of the Notes shall be fully paid in cash to the Issuer.

1.2 Title to the Notes

Subject as set out below, title to the Registered Global Notes and Definitive Registered Notes will pass upon registration of transfer in accordance with the provisions of the Agency Agreement. The Issuer and each of the Agents will (except as otherwise required by law) deem and treat the registered holder of any Note as the absolute owner thereof (whether or not any payment in respect of such Note is overdue and regardless of any notice of ownership, trust or any other interest or any writing on, or the theft or loss of, such Registered Global Note or Definitive Registered Note) for all purposes but, in the case of any Registered Global Note, without prejudice to the provisions set out in the following paragraphs of this Condition 1.2.

For so long as The Depository Trust Company ("**DTC**") or its nominee is the registered holder of a Registered Global Note, DTC or such nominee, as the case may be, will be considered the sole owner and holder of the Notes represented by such Registered Global Note for all purposes under the Agency Agreement and such Notes except to the extent that in accordance with DTC's published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through DTC's participants. The expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall, for the purposes of any such Registered Global Note, be construed accordingly.

For so long as any of the Notes is represented by a Registered Global Note deposited with and registered in the name of a nominee for a common depositary for Euroclear and/or Clearstream, Luxembourg, each Person (other than Euroclear or Clearstream, Luxembourg or any such nominee or common depositary) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg, as the case may be, as the holder of a particular principal amount of such Registered Global Note (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg, as the case may be, as to the principal amount of such Registered Global Note standing to the account of any Person shall be conclusive and binding for all purposes except in the case of manifest or proven error) shall, upon receipt of such certificate or other document by the Issuer or an Agent, be treated by the Issuer or such Agent (as applicable) as if such Person were the holder of such principal amount of such Notes (and the registered holder of such Registered Global Note shall be deemed not to be the holder) for all purposes other than with respect to the payment of principal, interest or other amounts on such Registered Global Note, for which purpose the registered holder of such Registered Global Note shall be treated by the Issuer and each Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of such Registered Global Note; *it being understood* that, with respect to any beneficial interests held by or on behalf of Euroclear and/or Clearstream, Luxembourg in a Registered Global Note held by DTC or a nominee thereof, the rules of the preceding paragraph shall apply. The expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall, for the purposes of any Registered Global Note described in this paragraph, be construed accordingly.

Notes that are represented by a Registered Global Note will be transferable only in accordance with the rules and procedures for the time being of the applicable clearing system.

2. TRANSFERS OF NOTES

2.1 Transfers of Interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and (in turn) by direct and (if appropriate) indirect participants in such clearing systems acting on behalf of transferors and transferees of such beneficial interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for a Definitive Registered Note or for a beneficial interest in another Registered Global Note, in each case, only in a Specified Denomination (and provided that the aggregate outstanding principal balance of such beneficial interest of the transferor not so transferred is an amount of at least U.S.$200,000) and only in accordance with the then-applicable rules and operating procedures of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement and the relevant Registered Global Note. Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

2.2 Transfers of Definitive Registered Notes

Subject as provided in Condition 2.4, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in a Specified Denomination) (and provided that, if transferred in part, the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the balance of such Definitive Registered Note not so transferred is an amount of at least U.S.$200,000). In order to effect any such transfer: (a) the holder(s) must: (i) surrender such Definitive Registered Note for registration of the transfer thereof (or of the relevant part thereof) at the specified office of any Transfer Agent, with the form of transfer (substantially in the form set out in the Agency Agreement, completed as appropriate) thereon duly executed by such holder(s) (or by one or more attorney(s) duly authorised in writing therefor), and (ii) complete and deliver such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the Person(s) making the request. Any such transfer will be subject to such additional reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided in the preceding paragraph, the relevant Transfer Agent will promptly, and in any event within three business days (being for this purpose a day on which commercial banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of its receipt of such a request (or such longer period as may be required to comply with any applicable fiscal or other laws), authenticate (or procure the authentication of) and: (x) deliver, or procure the delivery of, at its specified office to the specified transferee or (y) if so requested by the specified transferee (and then at the risk of such transferee), send by uninsured mail, to such address as such transferee may request, a new Definitive Registered Note of a like aggregate principal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) being transferred.

In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (if so requested by the transferor, and then at the risk of such transferor) sent by uninsured mail, to such transferor's address in the Register, to such transferor. No transfer of a Definitive Registered Note (or a portion thereof) will be valid unless and until entered in the Register.

2.3 Costs of Registration

Noteholders will not be charged by the Issuer or any of the Agents for any costs and expenses of effecting any registration of transfer of Notes in the Register as provided in this Condition 2, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer and/or any Agent may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration and/or transfer.

2.4 Noteholder Establishment of Clearing of a Definitive Registered Note

For so long as any Notes are represented by a Registered Global Note, holders of Definitive Registered Notes may (to the extent that they have established settlement through DTC, Euroclear and/or Clearstream, Luxembourg) exchange such Definitive Registered Notes for interests in the Registered Global Note at any time.

3. STATUS OF THE NOTES

3.1 Subordination

The Notes (and claims for payment by the Issuer in respect thereof) are direct, unsecured and subordinated obligations of the Issuer and shall, in the case of a Subordination Event and for so long as that Subordination Event subsists, rank:

(a) subordinate in right of payment to the payment of all Senior Obligations,

(b) *pari passu* without any preference among themselves and with all Parity Obligations, and

(c) in priority to all payments in respect of Junior Obligations.

By virtue of such subordination of the Notes, no amount will, in the case of a Subordination Event and for so long as that Subordination Event subsists, be paid under the Notes until all payment obligations in respect of Senior Obligations have been satisfied.

3.2 No Set-off or Counterclaim

All payment obligations of, and payments made by, the Issuer under and in respect of the Notes must be determined and made without reference to any right of set-off or counterclaim of any holder of the Notes, whether arising before or in respect of any Subordination Event. By virtue of the subordination of the Notes, following a Subordination Event and for so long as that Subordination Event subsists and prior to all payment obligations in respect of Senior Obligations having been satisfied, no holder of the Notes shall exercise any right of set-off or counterclaim in respect of any amount owed to such holder by the Issuer in respect of the Notes and any such rights shall be deemed to be waived.

3.3 No Link to Derivative Transactions or Issuer-provided Security

The Issuer shall not: (a) link its obligations in respect of the Notes to any derivative transaction or derivative contract or (b) provide any direct or indirect guarantee or security (in Turkish: *teminat*) for such obligations, in each case in a manner that would result in a violation of Article 7(2)(b) of the Equity Regulation.

3.4 Defined Terms

For the purposes of these Conditions:

"**Additional Tier 1 Capital**" means additional tier 1 capital as provided under Article 7 of the Equity Regulation;

"**Additional Tier 1 Instrument**" of a Person means any security, other instrument, loan or other obligation that constitutes Additional Tier 1 Capital of such Person;

"**Applicable Banking Regulations**" means at any time the laws (including regulations, communiqués and regulatory decisions), requirements, guidelines and policies relating to capital adequacy then in effect in Türkiye (including, without limitation to the generality of the foregoing, the Banking Law, the Capital Adequacy Regulation, the Equity Regulation, the Communiqué on Debt Instruments to be Included in the Equity Calculation of Banks, the Capital Conservation and Countercyclical Capital Buffers Regulation, the Regulation on Systemically Important Banks, the BRSA decision No. 6602 dated 18 December 2015 and those regulations, communiqués, decisions, requirements, guidelines and policies relating to capital adequacy of the BRSA);

"**Banking Law**" means the Turkish Banking Law (Law No. 5411), as amended, supplemented or superseded from time to time;

"**BRSA**" means the Banking Regulation and Supervision Agency (in Turkish: *Bankacılık Düzenleme ve Denetleme Kurumu*) of Türkiye or such other governmental authority in Türkiye having primary bank supervisory authority with respect to the Issuer;

"**Equity Regulation**" means the BRSA's Regulation on the Equity of Banks published in the Official Gazette No. 28756 dated 5 September 2013, as amended, supplemented or superseded from time to time;

"**Junior Obligations**" means: (a) any class of share capital (including Ordinary Shares and preferred shares) of the Issuer and (b) any of the Issuer's present and future obligations to make payments in respect of: (i) any class of share capital (including Ordinary Shares and preferred shares) of the Issuer and (ii) any other payment obligations of the Issuer that rank, or are expressed to rank, junior to the Issuer's obligations under the Notes;

"**Parity Obligations**" means, other than the Issuer's obligations under the Notes, any of the Issuer's present and future indebtedness and other obligations in respect of any: (a) Additional Tier 1 Instruments and (b) other payment obligations or capital instruments of the Issuer that rank, or are expressed to rank, *pari passu* with the Issuer's obligations under the Notes;

"**Senior Obligations**" means any of the Issuer's present and future indebtedness and other obligations (including, without limitation, any obligations of the Issuer: (a) in respect of any Senior Taxes, statutory preferences and other legally-required payments, (b) to depositors, trade creditors and other senior creditors and (c) to other subordinated creditors (including in respect of any Tier 2 Instruments)), other than its obligations under: (i) the Notes, (ii) any Parity Obligations and (iii) any Junior Obligations;

"**Senior Taxes**" means any tax, levy, fund, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest) including, without limitation, the Banking and Insurance Transactions Tax (in Turkish: *Banka ve Sigorta Muameleleri Vergisi*) imposed by Article 28 of the Expenditure Taxes Law (Law No. 6802), income withholding tax pursuant to the Decrees of the Council of Ministers of Türkiye (Laws No. 2009/14592, 2009/14593 and 2009/14594, as amended by Laws No. 2011/1854 and 2010/1182 and Presidential Decree No. 842), Articles 15 and 30 of the Corporate Income Tax Law (Law No. 5520) and Article 94 and Provisional Article 67 of the Income Tax Law (Law No. 193), any reverse VAT imposed by the VAT Law (Law No. 3065), any stamp tax imposed by the Stamp Tax Law (Law No. 488) and any withholding tax imposed by, or anti-tax haven regulations under, Article 30.7 of the Corporate Income Tax Law (Law No. 5520);

"**Subordination Event**" means any distribution of the assets of the Issuer on a dissolution, winding-up or liquidation of the Issuer whether in bankruptcy, insolvency, receivership, voluntary or mandatory reorganisation of indebtedness (in Turkish: *konkordato*) or any analogous proceedings referred to in the Banking Law, the Turkish Commercial Code (Law No. 6102) or the Turkish Execution and Bankruptcy Code (Law No. 2004);

"**Tier 2 Capital**" means tier 2 capital as provided under Article 8 of the Equity Regulation; and

"**Tier 2 Instrument**" means any security, other instrument, loan or other obligation that constitutes Tier 2 Capital of the Issuer.

4. COVENANTS

4.1 Maintenance of Authorisations

So long as any Note remains outstanding, the Issuer shall take all necessary action to maintain, obtain and promptly renew, and do or cause to be done all things reasonably necessary to ensure the continuance of, all consents, permissions, licences, approvals and authorisations, and make or cause to be made all registrations, recordings and filings, which may at any time be required to be obtained or made in Türkiye (including, without limitation, with the CMB and the BRSA) for: (a) the execution, delivery or performance of the Agency Agreement, the Deed of Covenant, the Deed Poll and the Notes or for the validity or enforceability thereof, or (b) save to the extent any failure to do so does not and would not have a material adverse effect on: (i) the business, financial condition or results of operations of the Issuer or (ii) the Issuer's ability to perform its obligations under the Notes (in the case of (i) or (ii), a "**Material Adverse Effect**"), the conduct by it of the Permitted Business.

4.2 Transactions with Affiliates

So long as any Note remains outstanding, the Issuer shall not, and shall not permit any of its Material Subsidiaries to, in any 12 month period: (a) make any payment to, (b) sell, lease, transfer or otherwise dispose of any of its properties, revenues or assets to, (c) purchase any properties, revenues or assets from or (d) enter into or make or amend any transaction, contract, agreement, understanding, loan, advance, indemnity or guarantee (whether related or not) with, or for the benefit of, any Affiliate (each an "**Affiliate Transaction**"), which Affiliate Transaction has (or, when taken together with any other Affiliate Transactions during such 12 month period, in the aggregate have) a value in excess of U.S.$15,000,000 (or its equivalent in any other currency) unless such Affiliate Transaction (and each such other aggregated Affiliate Transaction) is on terms that are no less favourable to the Issuer or the relevant Material Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Material Subsidiary with an unrelated Person.

4.3 Financial Reporting

So long as any Note remains outstanding, the Issuer shall deliver to the Fiscal Agent for distribution to any Noteholder upon such Noteholder's written request to the Fiscal Agent:

(a) not later than six months after the end of each financial year of the Issuer, English language copies of the Issuer's audited consolidated financial statements for such financial year, prepared in accordance with BRSA Principles, together with the corresponding financial statements for the preceding financial year, and all such annual financial statements of the Issuer shall be accompanied by the report of the auditors thereon, and

(b) not later than four months after the end of the first six months of each financial year of the Issuer, English language copies of its unaudited consolidated financial statements for such six month period, prepared in accordance with BRSA Principles, together with the corresponding financial statements for the corresponding period of the previous financial year, and all such interim financial statements of the Issuer shall be accompanied by a review report of the auditors thereon.

4.4 Defined Terms

For the purposes of these Conditions:

"**Affiliate**" means, in respect of any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and, in the case of a natural Person, any immediate family member of such Person. For the

purposes of this definition, "**control**", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise, and the terms "**controlling**", "**controlled by**" and "**under common control with**" shall have corresponding meanings;

"**BRSA Principles**" means collectively the regulation on "The Procedures and Principles Regarding Banks' Accounting Practices and Maintaining Documents" published in the Official Gazette dated 1 November 2006 and numbered 26333, Turkish Accounting Standards and Turkish Financial Reporting Standards issued by the Turkish Accounting Standards Board, and the additional notes and explanations related thereto, and other regulations, circulars, communiqués and pronouncements in respect of accounting and financial reporting made by the BRSA;

"**Group**" means the Issuer and its Subsidiaries (or, with respect to consolidated accounting information, its consolidated entities);

"**Material Subsidiary**" means at any time a Subsidiary of the Issuer:

(a) whose total assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated BRSA Principles financial statements of the Issuer and its Subsidiaries relate, are equal to) not less than 10 per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited BRSA Principles financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries; *provided* that: (i) in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated BRSA Principles financial statements of the Issuer and its Subsidiaries relate or (ii) in the case of any such Subsidiary for which its then latest relevant audited accounts, at the time of such acquisition, are not prepared in accordance with BRSA Principles, the reference to the then latest audited consolidated BRSA Principles financial statements of the Issuer and its Subsidiaries and the relevant then latest audited BRSA Principles financial statements of such Subsidiary for the purposes of the calculation above shall, until consolidated or, as the case may be, BRSA Principles accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such consolidated BRSA Principles financial statements of the Issuer and its Subsidiaries as if such Subsidiary had been shown in those financial statements by reference to such Subsidiary's then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer (including to reflect a conversion of such accounts into BRSA Principles if the then latest relevant audited accounts of such Subsidiary were not prepared in accordance with BRSA Principles);

(b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer that immediately prior to such transfer is a Material Subsidiary; *provided* that the transferor Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary and the transferee Subsidiary shall immediately become a Material Subsidiary pursuant to this sub-paragraph (b) but shall cease to be a Material Subsidiary on the date of publication of the Issuer's next audited consolidated BRSA Principles financial statements unless it would then be a Material Subsidiary under sub-paragraph (a) above; or

(c) to which is transferred an undertaking or assets that, taken together with the undertaking or assets of the transferee Subsidiary, represent (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated BRSA Principles financial statements of the Issuer and its Subsidiaries relate, are equal to) not less than 10 per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole (calculated as set out in sub-paragraph (a) above); *provided* that the transferor Subsidiary (if a Material Subsidiary) shall upon such transfer forthwith cease to be a Material Subsidiary unless, immediately

following such transfer, its assets represent (or, in the case aforesaid, are equal to) not less than 10 per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole (all as calculated as set out in sub-paragraph (a) above), and the transferee Subsidiary shall cease to be a Material Subsidiary pursuant to this sub-paragraph (c) on the date of the publication of the Issuer's next audited consolidated BRSA Principles financial statements, save that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements have been prepared and audited as aforesaid by virtue of the provisions of sub-paragraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition.

A report by the auditors of the Issuer that in their opinion a Subsidiary is or is not or was or was not at any particular time a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

"**Permitted Business**" means any business which is the same as or related, ancillary or complementary to any of the businesses of the Issuer on the Issue Date;

"**Person**" means: (a) any individual, company, unincorporated association, government, state agency, international organisation or other entity and (b) its successors and assigns;

"**Subsidiary**" means, in relation to any Person, any company: (a) in which such Person holds a majority of the voting rights, (b) of which such Person is a member and has the right to appoint or remove a majority of the board of directors or (c) of which such Person is a member and controls a majority of the voting rights, and includes any company which is a Subsidiary of a Subsidiary of such Person. In relation to the consolidated financial statements of the Issuer, a Subsidiary shall also include any other Person that is (in accordance with BRSA Principles) consolidated with the Issuer.

5. INTEREST

5.1 Rate of Interest and Interest Payment Dates

Each Note bears interest in respect of the period from (and including):

(a) the Issue Date to (but excluding) the First Reset Date at the rate of 9.750 per cent. *per annum* (the "**Initial Rate of Interest**"), and

(b) each Reset Date to (but excluding) the next Reset Date (each a "**Reset Period**") at the rate *per annum* equal to the aggregate of: (i) the Reset Margin and (ii) the CMT Rate in relation to such Reset Period (the "**Reset Rate of Interest**" and, with the Initial Rate of Interest, each a "**Rate of Interest**"), as determined by the Fiscal Agent on the applicable Reset Determination Date.

Interest will be payable semi-annually in arrear on each of 21 March and 21 September (each an "**Interest Payment Date**") in each year in respect of the relevant Interest Period, commencing on 21 September 2024.

In the case of any partial Write-Down of the Notes and the cancellation pursuant to Condition 6.1 or 6.2, as the case may be, of any interest accrued and unpaid on the Notes to (but excluding) the date of such Write-Down, interest will continue to accrue on the remaining Prevailing Principal Amount of each Note following such Write-Down from (and including) the date of such Write-Down and shall be payable on the Interest Payment Date immediately following such Write-Down in respect of the period from (and including) the date of such Write-Down to (but excluding) such Interest Payment Date.

5.2 Calculation of Interest

The amount of interest payable on the Notes shall be calculated in respect of any period by multiplying the Rate of Interest by:

(a) in the case of Notes that are represented by a Registered Global Note, the aggregate Prevailing Principal Amount of the outstanding Notes represented by such Registered Global Note, or

(b) in the case of Definitive Registered Notes, U.S.$1,000 (the "**Calculation Amount**"),

and, in each case, multiplying such sum by 30/360 (as defined in, and as determined as provided in, Condition 5.13) and rounding the resultant figure to the nearest U.S.$0.01 (with U.S.$0.005 being rounded upwards). Where the Prevailing Principal Amount of a Definitive Registered Note is an amount other than the Calculation Amount, the amount of interest payable in respect of such Definitive Registered Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach such Prevailing Principal Amount, with the resultant figure rounded as necessary to the nearest U.S.$0.01 (with U.S.$0.005 being rounded upwards).

In the case of a period for which interest is to be calculated where different Prevailing Principal Amounts for a Note have applied (*e.g.*, where a Write-Up or a partial Write-Down occurred during such period), the above calculation shall be performed separately for each sub-period within that period during which the Prevailing Principal Amount of such Note was different and the aggregate of the amounts resulting from such calculations shall be the interest payable in respect of the relevant period.

5.3 Determination and Notification of Reset Rate of Interest

The Fiscal Agent will, at or as soon as reasonably practicable after each Relevant Time, determine each Reset Rate of Interest and cause: (a) it to be notified to the Issuer and any stock exchange on which (at the request of the Issuer) the Notes are for the time being listed and (b) notice thereof to be published in accordance with Condition 14, in each case, as soon as possible after its determination but in no event later than the fourth London Business Day thereafter. For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

5.4 Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5 shall (in the absence of wilful default, bad faith or manifest or proven error) be binding upon the Issuer, the Fiscal Agent, the other Agents and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Noteholders shall attach to the Fiscal Agent in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions.

5.5 Optional Cancellation of Interest

The Issuer may elect, in its sole and absolute discretion, to cancel any payment of interest in whole or in part at any time and for any reason. The Issuer shall, as soon as reasonably practicable following any such election, give notice to Noteholders in accordance with Condition 14 and to the Fiscal Agent of the cancellation of such interest payment. Any failure by the Issuer to give any such notice will not in any way impact on the effectiveness of, or otherwise invalidate, any such election or give Noteholders any rights.

5.6 Mandatory Cancellation of Interest

(a) Payments of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) in respect of the Notes shall be made only out of Distributable Items of the Issuer. To the extent that:

(i) as of the otherwise required time of any payment of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) in respect of the Notes, the Issuer has insufficient remaining Distributable Items for the applicable financial year of the Issuer to make such payment and all other interest payments (and, if applicable, tax gross-up payments with respect thereto) or distributions (and, if applicable, tax gross-up payments with respect thereto) (if any) required and/or already publicly announced and scheduled to be paid out of such remaining Distributable Items in the remainder of such financial year, in each case excluding any portion of such payments and distributions (other than on the Notes) already accounted for by way of deduction in determining the Distributable Items of the Issuer for such financial year, and/or

(ii) the BRSA, in accordance with Applicable Banking Regulations then in force, requires the Issuer to cancel the relevant payment of interest in respect of the Notes in whole or in part, then

the Issuer shall, without prejudice to its right in Condition 5.5 to cancel any such payment of interest in respect of the Notes, make partial or, as the case may be, no payment of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) in respect of the Notes.

(b) No payment of any amount of interest (and, if applicable, Additional Amounts pursuant to Condition 9.1) will be made in respect of the Notes if and to the extent that such payment would cause: (i) the Maximum Distributable Amount (if any) then applicable to the Issuer to be exceeded; *provided* that a partial payment of interest (and, if applicable, such Additional Amounts) may be made to the extent that such partial payment does not cause the relevant Maximum Distributable Amount to be exceeded, or (ii) a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Instruments pursuant to Applicable Banking Regulations.

(c) The Issuer shall, as soon as reasonably practicable following the application of any requirement pursuant to clause (a) or (b) to make partial or (as the case may be) no payment of interest on the Notes, give notice thereof to Noteholders in accordance with Condition 14 and to the Fiscal Agent, which notice shall specify the reason for such requirement not to pay such interest. Any failure by the Issuer to give any such notice will not in any way impact on the effectiveness of, or otherwise invalidate, any such requirement to make partial or (as the case may be) no such payment of interest or give Noteholders any rights.

5.7 Interest Payments Non-Cumulative

Interest payments in respect of the Notes will be non-cumulative. Accordingly, if any payment of interest (or part thereof) is not made in respect of the Notes as a result of any election of the Issuer to cancel such payment of interest or for any other reason described in these Conditions, then the right of the Noteholders to receive the relevant interest payment (or part thereof) will immediately and automatically be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay any interest thereon, whether or not interest on the Notes is paid in respect of any future Interest Period.

5.8 Non-Payment Evidence of Cancellation

Except to the extent otherwise notified by the Issuer to the Fiscal Agent, if the Issuer does not make any payment of interest (or part thereof) (and, if applicable, Additional Amounts pursuant to Condition 9.1) on any Interest Payment Date, then such non-payment shall evidence the

cancellation of such interest (and Additional Amounts, as applicable) payment (or relevant part thereof) or, as appropriate, the Issuer's exercise of its discretion to cancel such interest payment (or relevant part thereof), and, accordingly, such interest (and Additional Amounts, as applicable) (or part thereof) shall not in any such case be due and payable.

5.9 Cancellation not a Default

To the extent permitted by these Conditions, no cancellation of the payment of any interest (or part thereof) or non-payment of any interest (and Additional Amount, as applicable) (or part thereof) on the Notes will constitute a default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer or in any way limit or restrict the Issuer from making any payment of interest, tax gross-up or similar payment or other distribution in connection with any Junior Obligation or Parity Obligation other than as described in Condition 5.11.

5.10 Capital Disqualification Event

If a Capital Disqualification Event (as defined in Condition 8.4) has occurred in respect of the Notes and the Notes are no longer eligible to comprise (in whole and not, for the purposes of this Condition 5.10, part only) Additional Tier 1 Capital of the Issuer, then, notwithstanding anything in these Conditions to the contrary: (a) the interest cancellation provisions in Conditions 5.5 through 5.9 shall cease to apply to the Notes and (b) the Issuer shall no longer have the discretion or obligation to cancel any interest payments due on the Notes following the occurrence of that Capital Disqualification Event. In addition, the Issuer will have the option to redeem the Notes as provided in Condition 8.4 or vary the terms of the Notes as provided in Condition 8.5.

Following the occurrence of a Capital Disqualification Event, the Issuer shall give notice thereof to Noteholders in accordance with Condition 14 and to the Fiscal Agent. Any failure by the Issuer to give any such notice will not in any way impact on the effectiveness of, or otherwise invalidate, this Condition or give Noteholders any rights.

5.11 Restrictions Following Non-Payment of Interest

If, on any Interest Payment Date (or, if applicable, on such other date on which payment is due to be made by virtue of Condition 7.4), any payment of interest in respect of the Notes scheduled to be made on such date is not made in full (whether or not it is cancelled (in whole or in part) pursuant to the above provisions), then (except to the extent required by Applicable Banking Regulations and other applicable law) thereafter:

(a) the board of directors of the Issuer shall not, except as required by Applicable Banking Regulations and/or other applicable law, directly or indirectly recommend (or, if proposed by any shareholder(s) of the Issuer, shall recommend to the shareholders of the Issuer to reject) that any optional Distribution (other than in the form of Ordinary Shares or any other class of share capital of the Issuer) be paid or made on any Ordinary Shares or other class of share capital of the Issuer, and

(b) the Issuer shall not directly or indirectly redeem, purchase or otherwise acquire any Junior Obligations (including any Ordinary Shares or other class of share capital of the Issuer) other than in relation to: (i) transactions in securities effected by or for the account of customers of the Issuer or any of its Subsidiaries or in connection with the distribution or trading of, or market making in respect of, such securities, (ii) the satisfaction by the Issuer of its obligations under any employee benefit plans, share or option schemes, dividend reinvestment plans or similar arrangements with or for the benefit of officers, other employees or directors of the Issuer and/or any of its Subsidiaries (or former officers, other employees or directors of the Issuer and/or any of its Subsidiaries or the personal service company of any of such persons or their respective spouses or relatives), (iii) a reclassification of any share capital of the Issuer or the exchange or conversion of one class or series of such share capital for another class or series of such share capital or (iv) the purchase of any share capital of the Issuer or fractional rights to such share capital

pursuant to the provisions of any outstanding securities of the Issuer or any of its Subsidiaries being converted or exchanged for such share capital in order to fulfil its obligations under such outstanding securities,

in each case until the earliest of the date on which: (A) the interest (and Additional Amount, as applicable) scheduled to be paid in respect of the Notes on any two consecutive Interest Payment Dates following any such non-payment of interest has been paid in full, (B) all outstanding Notes have been redeemed or purchased and cancelled in full or (C) the Prevailing Principal Amount of each Note has been Written Down to zero (and thus been cancelled pursuant to Condition 6.4).

5.12 Accrual of Interest

Each Note will cease to bear interest from (and including) the date specified for its redemption unless, upon due presentation thereof, payment of principal in respect of such Note is improperly withheld or refused. In such event, but subject to the cancellation provisions of this Condition 5, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid (with such additional accrued interest being due and payable immediately), and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Fiscal Agent or the Registrar, as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 14.

5.13 Defined Terms

For the purposes of these Conditions:

"**30/360**" means the number of days in the relevant period to (but excluding) the relevant payment date *divided by* 360, calculated on the basis of a year of 360 days with twelve 30-day months. Any reference to "30/360" in these Conditions shall have the meaning described in this definition as opposed to being a numerical reference;

"**Applicable Distribution Regulations**" means at any time the laws (including regulations, communiqués and regulatory decisions), requirements, guidelines and policies relating to the making of any distribution by the Issuer to its shareholders by way of dividend then in effect in Türkiye (including, without limitation to the generality of the foregoing, the Turkish Commercial Code (Law No. 6102), the Capital Markets Law (Law No. 6362), the Banking Law, the Capital Adequacy Regulation, the Equity Regulation, the Capital Conservation and Countercyclical Capital Buffers Regulation, the Regulation on Systemically Important Banks, the BRSA decision No. 6602 dated 18 December 2015 and those regulations, communiqués, decisions, requirements, guidelines and policies relating to the making of any such distribution of the BRSA and the CMB), in each case, to the extent then in effect in Türkiye and whether or not they are applied generally or specifically to the Issuer (with respect to requirements, guidelines or policies, whether or not any such requirements, guidelines or policies have the force of law);

"**Bloomberg Screen**" means the display page on the Bloomberg L.P. information service designated as the "H15T5Y" page or such other page as shall replace it on that information service or any successor information service for the purpose of displaying "treasury constant maturities" as reported in the H.15;

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in İstanbul, London and New York City;

"**Capital Adequacy Regulation**" means the BRSA Regulation on the Measurement and Evaluation of the Capital Adequacy of Banks (published in the Official Gazette dated 23 October 2015 and numbered 29511), as amended, supplemented or superseded from time to time;

"**Capital Conservation and Countercyclical Capital Buffers Regulation**" means the BRSA Regulation on Capital Conservation and Countercyclical Capital Buffers (published in the Official Gazette dated 5 November 2013 and numbered 28812), as amended, supplemented or superseded from time to time;

"**CMT Rate**" means the rate determined by the Fiscal Agent and expressed as a percentage equal to:

(a) the yield for United States Treasury Securities at "constant maturity" for a designated maturity of five years, as published in the H.15 under the caption "treasury constant maturities (nominal)", as that yield is available on the Bloomberg Screen at the Relevant Time,

(b) if the yield referred to in paragraph (a) is not available on the Bloomberg Screen at the Relevant Time, then the yield for United States Treasury Securities at "constant maturity" for a designated maturity of five years as available in the H.15 under the caption "treasury constant maturities (nominal)" at the Relevant Time, or

(c) if the yields referred to in paragraphs (a) and (b) are not so available at the Relevant Time, then the Reset Reference Bank Rate;

"**Communiqué on Debt Instruments to be Included in the Equity Calculation of Banks**" means the BRSA's communiqué of such name published in the Official Gazette dated 7 June 2018, as such communiqué is amended, supplemented or superseded from time to time;

"**Distributable Items**" for any financial year of the Issuer means those items that may be used by the Issuer for dividend distribution to its shareholders during such financial year in accordance with Applicable Distribution Regulations, including, without limitation, any retained earnings and other applicable reserves available for such distribution;

"**Distribution**" means any dividend or distribution to shareholders in respect of the Ordinary Shares or any other class of share capital of the Issuer, whether of cash, assets or other property (including a spin-off), and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including any distribution or payment to any shareholders of the Issuer upon or in connection with a reduction of capital;

"**First Reset Date**" means 21 March 2029;

"**H.15**" means the weekly statistical release designated as H.15, or any successor publication, published by the board of governors of the Federal Reserve System at http://www.federalreserve.gov/releases/H15 (or any successor site or publication);

"**Initial Principal Amount**" means, in respect of a Note, U.S.$1,000 for each U.S.$1,000 of the Prevailing Principal Amount of that Note as of the Issue Date (or, with respect to any further notes issued pursuant to Condition 16, the issue date thereof);

"**Interest Period**" means the period from (and including) an Interest Payment Date (or, as the case may be, the Issue Date) to (but excluding) the next (or, in respect of the first Interest Period, first) Interest Payment Date;

"**Issue Date**" means 21 March 2024;

"**Maximum Distributable Amount**" means, at any time, any maximum distributable amount which is required to be calculated in accordance with Applicable Distribution Regulations at such time;

"**Ordinary Shares**" means ordinary shares in the capital of the Issuer, each of which confers on the holder one vote at general assembly of shareholders of the Issuer;

"**Prevailing Principal Amount**" means, in respect of a Note at any time, the Initial Principal Amount of that Note as reduced (on one or more occasion(s)) by any Write-Down or increased (on one or more occasion(s)) by any Write-Up, in each case at or prior to such time;

"**Regulation on Systemically Important Banks**" means the BRSA Regulation on Systemically Important Banks (published in the Official Gazette dated 23 February 2016 and numbered 29633, with an effective date of 23 February 2016), as amended, modified, supplemented or superseded from time to time;

"**Relevant Time**" means, in respect of a Reset Determination Date, at or around 11:00 a.m. (New York City time) on such Reset Determination Date;

"**Representative Amount**" means a principal amount of United States Treasury Securities that is representative of a single transaction in United States Treasury Securities in the New York City market at the Relevant Time;

"**Reset Date**" means the First Reset Date and each fifth year anniversary of the First Reset Date thereafter;

"**Reset Determination Date**" means, in respect of a Reset Date, the third Business Day immediately preceding such Reset Date;

"**Reset Margin**" means 5.454 per cent. *per annum*;

"**Reset Reference Bank Rate**" means the rate *per annum* equal to the semi-annual equivalent yield to maturity of the Reset United States Treasury Securities determined by the Fiscal Agent as the arithmetic mean of the Reset Reference Bank Rate Quotations provided by the Reset Reference Banks to the Fiscal Agent at the Relevant Time. The Issuer will request the principal office of each of the Reset Reference Banks to provide such quotations. If four or more quotations are so provided, then the Reset Reference Bank Rate shall be determined by the Fiscal Agent as the arithmetic mean of those quotations, eliminating the highest such quotation (or, in the event of equality, one of the highest) and the lowest such quotation (or, in the event of equality, one of the lowest). If two or three quotations are so provided, then the Reset Reference Bank Rate shall be determined by the Fiscal Agent as the arithmetic mean of the quotations provided. If only one quotation is so provided, then the Reset Reference Bank Rate shall be determined by the Fiscal Agent to be equal to such quotation. If no quotations are so provided, then the Reset Reference Bank Rate shall be 4.296 per cent. *per annum*;

"**Reset Reference Bank Rate Quotation**" means, for each Reset Reference Bank, the secondary market bid prices of such Reset Reference Bank for Reset United States Treasury Securities at the Relevant Time;

"**Reset Reference Banks**" means five banks that are primary U.S. Treasury securities dealers or market makers in pricing corporate bond issues denominated in U.S. dollars in New York City (excluding the Fiscal Agent or any of its affiliates), in each case, selected by the Issuer in consultation with the Fiscal Agent;

"**Reset United States Treasury Securities**" means United States Treasury Securities with an original maturity equal to five years, a remaining term to maturity of no less than four years and in a Representative Amount. If two United States Treasury Securities have remaining terms to maturity equally close to five years, then the Reset United States Treasury Securities shall be the United States Treasury Security with the shorter remaining term to maturity; and

"**United States Treasury Securities**" means securities that are direct obligations of the United States Treasury and were issued other than on a discount rate basis.

6. LOSS ABSORPTION UPON THE OCCURRENCE OF A TRIGGER EVENT OR A NON-VIABILITY EVENT AND REINSTATEMENT

6.1 Trigger Event Write-Down of the Notes

If at any time the CET1 Ratio(s) of the Issuer and/or the Group, in each case as determined by the Issuer, is/are less than 5.125 per cent. (a "**Trigger Event**"), then:

(a) to the extent necessary (taking into account all write-downs, cancellations, conversion into equity and other action (if any) that have been undertaken: (i) by Subsidiaries of the Issuer with respect to principal, interest or other obligations on their respective securities, other instruments, loans and other obligations (including any Other Trigger Event Loss-Absorbing Instruments or Additional Tier 1 Instruments) and (ii) by the Issuer with respect to principal, interest or other obligations with respect to Junior Obligations and Parity Obligations) to restore the CET1 Ratio(s) of the Issuer and/or the Group to 5.125 per cent. (or, if lower than such level, to the highest level possible) on the applicable Trigger Event Interest Cancellation/Write-Down Date, the Issuer shall first cancel (on a *pro rata* basis with respect to the Notes) pursuant to Condition 5.5 any interest in respect of the Notes accrued and unpaid to (but excluding) the applicable Trigger Event Interest Cancellation/Write-Down Date (including if payable on such Trigger Event Interest Cancellation/Write-Down Date) (a "**Trigger Event Interest Cancellation**"); *provided* that, to the extent possible under the terms of the then-existing Other Trigger Event Loss-Absorbing Instruments and permitted by Applicable Banking Regulations, such cancellations with respect to the Notes shall not exceed the amount determined on a *pro rata* basis with the cancellation (or possible cancellation) of any interest or other similar payments then accrued and unpaid with respect to Other Trigger Event Loss-Absorbing Instruments (such *pro rata* basis to be calculated based upon the amount of such interest or similar payments then accrued and unpaid);

(b) if the measures set out in Condition 6.1(a) above are insufficient to restore the CET1 Ratio(s) of the Issuer and/or the Group, as the case may be, to 5.125 per cent. on the applicable Trigger Event Interest Cancellation/Write-Down Date, then the Issuer shall (without any requirement for the consent or approval of the Noteholders) reduce the then Prevailing Principal Amount of each Note by the relevant Trigger Event Write-Down Amount (any such reduction, a "**Trigger Event Write-Down**" and a "**Write-Down**", and "**Written Down**" and "**Writing Down**" shall be construed accordingly); and

(c) the Issuer shall as promptly as reasonably possible notify the BRSA that a Trigger Event has occurred.

Promptly following the occurrence of a Trigger Event, the Issuer shall give notice of such Trigger Event to Noteholders in accordance with Condition 14 and to the Fiscal Agent, which notice shall also specify: (x) the date on which the applicable Trigger Event Interest Cancellation and, if applicable, the applicable Trigger Event Write-Down shall occur (the "**Trigger Event Interest Cancellation/Write-Down Date**"), which shall be as soon as reasonably practicable and in any event by such date as Applicable Banking Regulations may require, and (y) the amount of the applicable Trigger Event Interest Cancellation and, if applicable and then determined, the applicable Trigger Event Write-Down Amount (a "**Trigger Event Notice**"). If a Trigger Event Write-Down Amount is applicable but has not been determined when the Trigger Event Notice is given, then the Issuer shall, as soon as reasonably practicable following such determination, give notice of the applicable Trigger Event Write-Down Amount to Noteholders in accordance with Condition 14 and to the Fiscal Agent. Any failure by the Issuer to give any such notice will not in any way impact on the effectiveness of, or otherwise invalidate, any Trigger Event Interest Cancellation or Trigger Event Write-Down or give Noteholders any rights.

Any Trigger Event Write-Down of the Notes shall be effected such that the Prevailing Principal Amount of each Note will be Written Down *pro rata* with the other Notes. In addition, except as may otherwise be required by Applicable Banking Regulations, the calculation of the Trigger Event Write-Down Amount of the Notes shall take into account the potential write-down, conversion into equity or other action relating to each Other Trigger Event Loss-Absorbing

Instrument to the extent required to restore the CET1 Ratio(s) of the Issuer and/or the Group, as applicable, to the lower of: (A) the Specified Trigger Threshold of such Other Trigger Event Loss-Absorbing Instrument and (B) 5.125 per cent. (or, if lower than such lower level, to the highest level possible).

To the extent such write-down, conversion into equity or other action relating to any Other Trigger Event Loss-Absorbing Instrument is not possible for any reason, this shall not in any way impact any Trigger Event Write-Down of the Notes and the only consequence shall be that the Prevailing Principal Amount of each Note shall be Written Down and the Trigger Event Write-Down Amount shall be determined, both as provided below, without taking into account any such write-down, conversion into equity or other action relating to such Other Trigger Event Loss-Absorbing Instrument.

Following the giving of a Trigger Event Notice that specifies a Trigger Event Write-Down of the Notes, the Issuer shall procure (or, with respect to its Subsidiaries, use best efforts to procure) that, to the extent possible (including to the extent permitted by the terms of the applicable Other Trigger Event Loss-Absorbing Instrument):

(1) a similar notice is, or has been, given by the Issuer (or, with respect to any Other Trigger Event Loss-Absorbing Instrument of a Subsidiary, by such Subsidiary) in respect of each Other Trigger Event Loss-Absorbing Instrument (in each case, in accordance with, and to the extent required by, its terms); and

(2) any interest and/or other amounts payable with respect to each Other Trigger Event Loss-Absorbing Instrument is/are cancelled and, if applicable, the prevailing principal amount outstanding of each Other Trigger Event Loss-Absorbing Instrument is written down, converted into equity or subject to another action in accordance with its terms prior to or, as appropriate, as soon as reasonably practicable following the giving of such Trigger Event Notice.

The Issuer shall calculate and (by no later than the delivery of the applicable financial statements pursuant to Condition 4.3) publish the CET1 Ratios of the Issuer and the Group with respect to the end of each financial quarter of the Issuer, which publication can be effected by including such information within the applicable such financial statements.

6.2 Non-Viability Event Write-Down of the Notes

Under Article 7(2)(j) of the Equity Regulation, to be eligible for inclusion as Additional Tier 1 Capital of the Issuer, it should, among other things, be possible pursuant to the terms of the Notes for the Notes to be written down or converted into equity of the Issuer upon the decision of the BRSA in the event that it is probable that the operating licence of the Issuer may be revoked pursuant to Article 71 of the Banking Law (as further defined below, a Non-Viability Event). For the purposes of the Notes, the Issuer has elected pursuant to Article 7(2)(j) of the Equity Regulation to provide for the permanent write-down of the Notes as follows, and not their conversion into equity, upon the occurrence of a Non-Viability Event.

If a Non-Viability Event occurs at any time, then the Issuer shall cancel pursuant to Condition 5.5 any interest in respect of the Notes accrued and unpaid to (but excluding) the date of occurrence of that Non-Viability Event (including if payable on such date) and the Issuer shall:

(a) *pro rata* with the other Notes and (if any exist) all Parity Loss-Absorbing Instruments, and

(b) in conjunction with, and such that no Non-Viability Event Write-Down (as defined below) shall take place without there also being:

(i) the maximum possible reduction in the principal amount of, and/or corresponding conversion into equity being made or other action being taken in respect of, all Junior Loss-Absorbing Instruments in accordance with the provisions of such Junior Loss-Absorbing Instruments; and

(ii) the implementation of Statutory Loss-Absorption Measures, involving the absorption by all other Junior Obligations (including CET1 Capital) to the maximum extent allowed by applicable law of the relevant loss(es) giving rise to the Non-Viability of the Issuer within the framework of the procedures and other measures by which the relevant loss(es) of the Issuer giving rise to the Non-Viability Event may be absorbed by such Junior Obligations pursuant to Article 71 of the Banking Law and/or otherwise under Turkish law,

reduce the then Prevailing Principal Amount of each outstanding Note by the relevant Non-Viability Event Write-Down Amount (any such reduction, a "**Non-Viability Event Write-Down**" and a "**Write-Down**", and "**Written Down**" and "**Writing Down**" shall be construed accordingly).

For these purposes, any determination of a Non-Viability Event Write-Down Amount shall take into account the absorption of the relevant loss(es) by all Junior Obligations to the maximum extent possible or otherwise allowed by applicable law and the Writing Down of the Notes *pro rata* with (if any exist) all Parity Loss-Absorbing Instruments, thereby maintaining the respective rankings described under Condition 3.1.

As of the date of this Prospectus, there are a number of corrective, rehabilitative and restrictive measures that the BRSA may require to be taken under Articles 68 to 70 of the Banking Law prior to any determination of Non-Viability of the Issuer. In conjunction with any such determination by the BRSA, the BRSA might require the revocation of the Issuer's operating licence and its liquidation; however, the Non-Viability Event Write-Down of the Notes under the Equity Regulation might take place before any such liquidation.

As noted in the first italicized paragraph of this Condition 6.2, while the Notes may be Written Down before any liquidation as described in the preceding paragraph, a Non-Viability Event Write-Down must take place in conjunction with the revocation of the Issuer's operating licence and liquidation, in each case, pursuant to Article 71 of the Banking Law, in order that the respective rankings described in Condition 3.1 are maintained and the relevant loss(es) are absorbed by Junior Obligations to the maximum extent possible. In this respect, such action will be taken as is decided by the BRSA. Where a Non-Viability Event Write-Down of the Notes takes place before the liquidation of the Issuer, Noteholders would only be able to claim and prove in such liquidation in respect of the Prevailing Principal Amount (if any) of the Notes following the Non-Viability Event Write-Down.

The Issuer shall notify the Noteholders of any Non-Viability Event in accordance with Condition 14 as soon as reasonably practicable upon receiving notice thereof from the BRSA; *provided* that, prior to the publication of such notice, the Issuer shall deliver to the Fiscal Agent the statement(s) in writing received from (or published by) the BRSA of its determination of such Non-Viability Event. The Issuer shall further notify the Noteholders in accordance with Condition 14 and deliver to the Fiscal Agent the statement(s) in writing received from (or published by) the BRSA specifying the Non-Viability Event Write-Down Amount as soon as reasonably practicable upon receiving notice thereof from the BRSA. Any failure by the Issuer to give any such notice to or otherwise to so notify or deliver such statement(s) to Noteholders and/or the Fiscal Agent shall not in any way impact on the effectiveness of, or otherwise invalidate, any Non-Viability Event Write-Down or give Noteholders any rights.

6.3 No Default

The occurrence of a Trigger Event, a Non-Viability Event, a Trigger Event Interest Cancellation or any Write-Down shall not constitute a default or the occurrence of any event related to the bankruptcy, winding-up or insolvency of the Issuer or entitle Noteholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer.

6.4 Interest Cancellation and/or Write-Down May Occur on More than One Occasion and Noteholders will have no Further Claim in respect thereof

A Trigger Event or a Non-Viability Event may occur on more than one occasion and, accordingly: (a) the Notes may be Written Down on more than one occasion, with each such Write-Down to involve the reduction of the then Prevailing Principal Amount of each outstanding Note by the relevant Write-Down Amount, and/or (b) there may be a cancellation of interest pursuant to Condition 6.2 and/or a Trigger Event Interest Cancellation on more than one occasion.

Noteholders will have no further claim against the Issuer in respect of any Written-Down Amount or any such interest cancellation and if, at any time, the Notes are Written Down in full, then the Notes shall be cancelled and the Noteholders will have no further claim against the Issuer in respect of any Notes.

6.5 Reinstatement

To the extent the Prevailing Principal Amount of a Note is greater than zero but less than its Initial Principal Amount at any time as a result of a Trigger Event Write-Down, the Issuer may increase the Prevailing Principal Amount of each Note (a "**Write-Up**") up to a maximum of its Initial Principal Amount. Any Write-Up (including the amount of such Write-Up) shall be:

(a) subject to compliance with Applicable Banking Regulations (including, if required by Applicable Banking Regulations, to having obtained the prior approval of the BRSA);

(b) otherwise in the sole and absolute discretion of the Issuer;

(c) effected only to the extent that a positive Distributable Net Profit was calculated with respect to the most recent published audited annual BRSA Principles financial statements of the Issuer;

(d) effected on a *pro rata* basis with the other Notes and no less than on a *pro rata* basis with any Other Written-Down Additional Tier 1 Instruments of the Issuer that have terms permitting a principal write-up to occur on a basis similar to that set out in these provisions in the circumstances existing on the date of the relevant Write-Up;

(e) subject to the Maximum Distributable Amount (if any) then applicable to the Issuer (when the amount of the relevant Write-Up is aggregated with any other Relevant Distributions) not being exceeded thereby; and

(f) effected only if the sum of:

(i) the aggregate amount of the relevant Write-Up on all of the Notes;

(ii) the aggregate amount of any payments of interest in respect of the Notes that were paid on the basis of a Prevailing Principal Amount of a Note that was lower than the Initial Principal Amount of such Note at any time after the end of the Issuer's previous financial year;

(iii) the aggregate amount of the increase in principal amount of each Other Written-Down Additional Tier 1 Instrument of the Issuer at the time of the relevant Write-Up;

(iv) the increase in the Prevailing Principal Amount of each Note and the principal of each Other Written-Down Additional Tier 1 Instrument of the Issuer as a result of any previous write-up (Write-Up for the Notes) since the end of the Issuer's previous financial year; and

(v) the aggregate amount of any payments of interest or distributions in respect of each Other Written-Down Additional Tier 1 Instrument of the Issuer that were paid on the basis of a principal amount that was (solely due to such principal

amount having been written-down other than as described in the definition of Other Written-Down Additional Tier 1 Instruments) lower than the principal amount it was issued with or originally incurred in respect of such Other Written-Down Additional Tier 1 Instrument at any time after the end of the Issuer's previous financial year,

does not exceed the Maximum Write-Up Amount as of the date of the relevant Write-Up.

In addition, no Write-Up shall be effected:

(A) if a Trigger Event has occurred in respect of which the Trigger Event Write-Down has not yet occurred;

(B) if a Trigger Event has occurred in respect of which the Trigger Event Write-Down has occurred but the CET1 Ratio(s) of the Issuer and/or the Group has/have not been restored to at least 5.125 per cent.;

(C) if the Write-Up (with any corresponding write-up of all Other Written-Down Additional Tier 1 Instruments of the Issuer that have terms providing for such write-up) would cause a Trigger Event to occur;

(D) if a Non-Viability Event has occurred in respect of which the Non-Viability Event Write-Down has not yet occurred;

(E) if a Non-Viability Event has occurred at any time subsequent to a Trigger Event insofar as the amount of the Notes Written-Down pursuant to that Trigger Event is concerned; or

(F) in respect of any Written-Down Amount of the Notes that has been Written Down pursuant to a Non-Viability Event Write-Down.

The Issuer shall not write-up or otherwise reinstate the principal amount of any Other Written-Down Additional Tier 1 Instruments of the Issuer that have terms permitting a write-up of such principal amount to occur on a similar basis to that set out in these provisions unless the Issuer does so on no more than a *pro rata* basis with a Write-Up of the Notes.

Subject as provided above, a Write-Up may be made on more than one occasion in accordance with these provisions until the Prevailing Principal Amount of each Note has been reinstated to its Initial Principal Amount.

Any decision by the Issuer to effect or not to effect any Write-Up pursuant to these provisions on any occasion shall not preclude it from effecting or not effecting any Write-Up on any other occasion pursuant to these provisions.

If the Issuer decides to Write-Up the Notes pursuant to these provisions, notice (a "**Write-Up Notice**") of such Write-Up shall be given to Noteholders in accordance with Condition 14 and to the Fiscal Agent and the Registrar specifying the amount of such Write-Up (as a percentage of the Initial Principal Amount of a Note that results in a *pro rata* increase in the Prevailing Principal Amount of each Note) and the date on which such Write-Up shall take effect (which Write-Up the Registrar shall effect on such date). Such Write-Up Notice shall be given at least 10 Business Days prior to the date on which the relevant Write-Up is to become effective.

6.6 Defined Terms

For the purposes of these Conditions:

"**Accounting Currency**" means Turkish Lira or such other primary currency used in the presentation of the Issuer's consolidated BRSA Principles financial statements from time to time;

"**CET1 Capital**" means, at any time, the common equity Tier 1 Capital (in Turkish: *çekirdek sermaye*) of the Issuer or the Group, as the case may be, as calculated by the Issuer in accordance with Applicable Banking Regulations at such time, applying any applicable transitional, phasing in or similar provisions;

"**CET1 Ratio**" means, at any time, as applicable:

(a) the ratio (expressed as a percentage) of the aggregate amount (in the Accounting Currency) of the CET1 Capital of the Issuer at such time divided by the Risk-Weighted Assets Amount of the Issuer at such time; or

(b) the ratio (expressed as a percentage) of the aggregate amount (in the Accounting Currency) of the CET1 Capital of the Group at such time divided by the Risk-Weighted Assets Amount of the Group at such time,

all as calculated by the Issuer in accordance with Applicable Banking Regulations at such time;

"**Distributable Net Profit**" means the non-consolidated net profit of the Issuer, as calculated and set out in the most recent published audited annual non-consolidated BRSA Principlesfinancial statements of the Issuer, less any items: (a) required to be deducted prior to any distribution of such net profit by the Issuer to its shareholders or (b) not otherwise eligible for such distribution, in each case in accordance with Applicable Distribution Regulations;

"**Junior Loss-Absorbing Instrument**" means any Other Non-Viability Event Loss-Absorbing Instrument that is or represents a Junior Obligation;

"**Maximum Write-Up Amount**" means the Distributable Net Profit *multiplied by* the result of: (a) the sum of the aggregate Initial Principal Amount of the Notes and the aggregate initial principal amount of all Other Written-Down Additional Tier 1 Instruments of the Issuer *divided by* (b) the total Tier 1 Capital of the Issuer, each as of the date of the relevant Write-Up, or any higher amount permissible pursuant to Applicable Banking Regulations in force on the date of the relevant Write-Up;

"**Non-Viability Event**" means the determination by the BRSA that, upon the incurrence of a loss by the Issuer (on a consolidated or non-consolidated basis), the Issuer has become, or it is probable that the Issuer will become, Non-Viable;

"**Non-Viability Event Write-Down Amount**", in respect of an outstanding Note, means the amount by which the Prevailing Principal Amount of such Note as of the date of the relevant Non-Viability Event Write-Down is to be Written Down, which shall be determined as described in Condition 6.2 and may be all or part only of such Prevailing Principal Amount, in each case as specified in writing (including by way of publication) by the BRSA;

While a Non-Viability Event Write-Down of the Notes may take place before the absorption of the relevant loss(es) giving rise to the Non-Viability Event to the maximum extent possible by Junior Obligations, such loss absorption might be taken into account by the BRSA, where relevant, in the determination of the Write-Down Amount in order for the respective rankings described in Condition 3.1 to be maintained on any Non-Viability Event Write-Down as provided in Condition 6.2.

"**Non-Viable**" means where the Issuer is at the point at which the BRSA may determine pursuant to Article 71 of the Banking Law that the Issuer's operating licence is to be revoked and the Issuer liquidated, and "**Non-Viability**" shall be construed accordingly;

"**Other Non-Viability Event Loss-Absorbing Instrument**" means any security, other instrument, loan or other obligation (other than the Notes) that has provision for all or some of its principal amount to be reduced, converted into equity and/or subjected to other action (in accordance with its terms or otherwise) on the occurrence or as a result of a Non-Viability Event (which shall not include Ordinary Shares or any other security, other instrument, loan or other obligation that does

not have such provision in its terms or otherwise but that is subject to any Statutory Loss-Absorption Measure);

"**Other Trigger Event Loss-Absorbing Instrument**" means, at any time, any security, other instrument, loan or other obligation (other than the Notes) issued or incurred directly or indirectly by the Issuer and has terms pursuant to which all or some of its principal amount may be written down (whether on a permanent or temporary basis), converted into equity or be subjected to another action (in each case, in accordance with its terms) on the occurrence, or as a result, of the CET1 Ratio of the Issuer or the Group (or both) falling below a specified threshold (for each such Other Trigger Event Loss-Absorbing Instrument, its "**Specified Trigger Threshold**");

"**Other Written-Down Additional Tier 1 Instrument**" means any security, other instrument, loan or other obligation (other than the Notes) issued or incurred directly or indirectly by the Issuer and that qualifies as Additional Tier 1 Capital of the Issuer or the Group, as the case may be, and that, immediately prior to the relevant Write-Up, has a prevailing principal amount that is lower than the principal amount that it was issued with or originally incurred in respect of such principal amount having been written down (other than as a result of a Non-Viability Event;

"**Parity Loss-Absorbing Instrument**" means any Other Non-Viability Event Loss-Absorbing Instrument that is or represents a Parity Obligation;

"**Relevant Distributions**" means distributions of the Issuer of the kind the payment of which from the Distributable Items of the Issuer is subject to the Maximum Distributable Amount not being exceeded by such payment;

"**Risk-Weighted Assets Amount**" means, at any time, with respect to the Issuer or the Group, as the case may be, the aggregate amount (in the Accounting Currency) of the risk-weighted assets or equivalent of the Issuer or the Group, as the case may be, as calculated by the Issuer in accordance with Applicable Banking Regulations at such time applying any applicable transitional, phasing in or similar provisions;

"**Statutory Loss-Absorption Measure**" means the procedure or other measure under the applicable laws of Türkiye by which the relevant loss(es) of the Issuer giving rise to the Non-Viability Event may be absorbed by Junior Obligations;

"**Tier 1 Capital**" means tier 1 capital as provided under Article 5 of the Equity Regulation;

"**Trigger Event Write-Down Amount**" means, except as may otherwise be required by Applicable Banking Regulations, the amount by which the then Prevailing Principal Amount of each outstanding Note is to be Written Down *pro rata* with the other Notes pursuant to a Trigger Event Write-Down, which amount shall be determined by the Issuer as:

(a) the amount of such Prevailing Principal Amount that (taking into account, in the manner described in Condition 6.1, any potential write-down, conversion into equity or other action of Other Trigger Event Loss-Absorbing Instruments and any securities, other instruments, loans and other obligations of any Subsidiary of the Issuer) would be sufficient to restore the CET1 Ratio(s) of the Issuer and/or the Group, as the case may be, to 5.125 per cent.; *however*, (i) with respect to each Other Trigger Event Loss-Absorbing Instrument, such shall be so taken into account only up to the amount by which it is possible for such Other Trigger Event Loss-Absorbing Instrument in accordance with its terms to be written down, converted into equity or otherwise impacted on up to a *pro rata* basis with any Trigger Event Write-Down of the Notes and (ii) such calculation shall not take into account any further write-downs, conversions into equity or other actions with respect to any Other Trigger Event Loss- Absorbing Instrument ("**Further Write-Downs**"), or

(b) if the amount determined pursuant to clause (a) would be insufficient to so restore such CET1 Ratio(s), then the amount necessary to reduce the Prevailing Principal Amount of each Note to one cent; and

"**Write-Down Amount**" means a Non-Viability Event Write-Down Amount or a Trigger Event Write-Down Amount, and "**Written-Down Amount**" shall be construed accordingly.

No Agent shall have any responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with a Trigger Event or Non-Viability Event (or its disapplication, if applicable) or any consequent Write-Up or Write-Down, any cancellation of any Notes (in whole or in part) or any reinstatement of any claims in respect thereof, and no Agent shall be responsible for any calculation or determination, or the verification of any calculation or determination, in connection with the foregoing in this Condition.

7. PAYMENTS

7.1 Method of Payment

Except as provided in this Condition 7, payments will be made by credit or transfer to an account in U.S. dollars (or any account to which U.S. dollars may be credited or transferred) maintained by the payee or, at the option of the payee, by a cheque in U.S. dollars drawn on a bank or other financial institution that processes payments in U.S. dollars.

Payments in respect of principal and interest on the Notes will be subject in all cases to: (a) any fiscal or other laws applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9, and (b) any withholding or deduction ("**FATCA Withholding Tax**") required pursuant to FATCA.

In these Conditions, "**FATCA**" means: (a) an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), (b) Sections 1471 through 1474 of the Code, (c) any regulations or agreements thereunder or official interpretations thereof, (d) any intergovernmental agreement between the United States and any other governmental authority entered into in connection with the implementation of the foregoing in this definition or (e) any applicable law, rule or official practice implementing such an intergovernmental agreement.

7.2 Payments in Respect of Notes

Notwithstanding any other provision of these Conditions to the contrary, payments of principal in respect of a Note (whether or not in global form) shall be made only against surrender of the applicable Certificate (or, in the case of part payment of any sum due, presentation and endorsement) of such Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account of the holder (or the first named of joint holders) of such Note appearing in the Register at the close of business at the specified office of the Registrar on the 15th day before the relevant due date (or, if such 15th day is not a day on which banks are open for business in the city where the specified office of the Registrar is located, then the first such day prior to such 15th day) (in each case, the "**Record Date**"). Notwithstanding the previous sentence, if: (a) a holder does not have a Designated Account or (b) the principal amount of such Note is less than U.S.$250,000, then payment may instead be made by a cheque in U.S. dollars drawn on a Designated Bank. For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means any bank or other financial institution that processes payments in U.S. dollars.

Except as set forth in the next and final sentences of this paragraph, payments of interest in respect of a Note (whether or not in global form) will be made by a cheque in U.S. dollars drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the applicable Certificate appearing in the Register at the close of business on the relevant Record Date at the address of such holder shown in the Register on such Record Date and at such holder's risk. Upon application of such holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Note, such payment will be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than

interest due on redemption) in respect of such Note that become payable to the holder thereof who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of a Note on redemption will be made in the same manner as the final payment of the principal of such Note as described in the preceding paragraph.

Holders of Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by any Agent in respect of any payments of principal or interest in respect of the Notes.

None of the Issuer or any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

7.3 General Provisions Applicable to Payments

Except as provided in the Deed of Covenant, the registered holder of a Registered Global Note shall be the only Person entitled to receive payments in respect of the Notes represented by such Registered Global Note and the Issuer will be discharged by payment to, or to the order of, such holder in respect of each amount so paid. Each of the Persons shown in the records of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, as the beneficial owner of a particular principal amount of Notes represented by a Registered Global Note must look solely to DTC, Euroclear or Clearstream, Luxembourg, as the case may be, for such Person's share of each payment so made by or on behalf of the Issuer to, or to the order of, the registered holder of such Registered Global Note. Except as provided in the Deed of Covenant, no Person other than the registered holder of the relevant Registered Global Note shall have any claim against the Issuer in respect of any payments due on such Registered Global Note.

7.4 Payment Business Day

If the date for payment of any amount in respect of any Note is not a Payment Business Day, then the holder thereof shall not be entitled to payment of the relevant amount due until the next Payment Business Day and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day that is:

(a) a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(i) in the case of Definitive Registered Notes only, the relevant place of presentation, and

(ii) İstanbul, London and New York City, and

(b) in the case of any payment in respect of a Registered Global Note, a day on which DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, settle(s) payments in U.S. dollars.

7.5 Interpretation of Principal and Interest

Any reference in these Conditions to principal or interest in respect of a Note shall be deemed to include any Additional Amounts that may be payable with respect to such principal or interest under Condition 9.

8. REDEMPTION AND PURCHASE

8.1 No Fixed Maturity

The Notes are perpetual securities with no fixed maturity or date for redemption and are only redeemable in accordance with the following provisions of this Condition 8.

8.2 Redemption at the Option of the Issuer

Subject to Condition 8.9, the Issuer may, having given not less than 5 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), subject (if required by applicable law) to having obtained the prior approval of the BRSA, redeem all, but not some only, of the Notes then outstanding on each Reset Date at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) such Reset Date.

8.3 Redemption for Taxation Reasons

Subject to Condition 8.9, if:

(a) as a result of any change in, or amendment to, the laws of a Relevant Jurisdiction (as defined in Condition 9.2), or any change in the application or official interpretation of the laws of a Relevant Jurisdiction, which change or amendment becomes effective after 19 March 2024 (the "**Agreement Date**"):

(i) on the next Interest Payment Date, the Issuer would be required to:

(A) pay Additional Amounts as provided or referred to in Condition 9, and

(B) make any withholding or deduction for, or on account of, any Taxes imposed, assessed or levied by or on behalf of a Relevant Jurisdiction at a rate in excess of the applicable prevailing rates on the Agreement Date, and

(ii) such requirement cannot be avoided by the Issuer taking reasonable measures available to it; or

(b) the Issuer would no longer be entitled to claim a deduction in calculating its tax liability in a Relevant Jurisdiction in respect of the payment of interest on the Notes to be made on the next Interest Payment Date or the value of such deduction to the Issuer, as compared to what it would have been on the Agreement Date, has been or will be reduced,

(each a "**Tax Event**") then (subject to the following paragraphs in this Condition 8.3) the Issuer may, at its option, having given not less than 5 and not more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), subject (if required by applicable law) to having obtained the prior approval of the BRSA, redeem all, but not some only, of the Notes at any time at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 8.3, the Issuer shall deliver to the Fiscal Agent:

(i) a certificate signed by two authorised signatories of the Issuer stating that the requirements referred to in sub-paragraphs (a) and/or (b), as the case may be, will apply on the next Interest Payment Date and, in the case of sub-paragraph (a), cannot be avoided by the Issuer taking reasonable measures available to it (as determined in good faith by the Issuer as aforesaid),

(ii) if the BRSA's approval is required by applicable law, then a copy of the BRSA's written approval for such redemption of the Notes, and

(iii) an opinion (which may be addressed to the Issuer and need not be addressed to the Fiscal Agent) of independent legal or tax advisers of recognised standing to the effect that (as a result of the change or amendment) the Issuer: (A) in the case of sub-paragraph (a)(i), has or will become obliged to pay such additional amounts, or (B) in the case of sub-paragraph (b), is or will no longer be entitled to claim such deduction or the value of such deduction has been or will be so reduced.

8.4 Redemption upon a Capital Disqualification Event

If a Capital Disqualification Event occurs at any time after the Issue Date, then (subject to Condition 8.9) the Issuer may, having given not less than 5 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption, which date shall not be earlier than the date on which the Notes (or the applicable portion thereof) cease to be eligible for inclusion as Additional Tier 1 Capital of the Issuer), redeem all, but not some only, of the Notes then outstanding at any time at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 8.4, the Issuer shall deliver to the Fiscal Agent: (a) a copy of the confirmation in writing by the BRSA required for the purpose of paragraph (b) of the definition of Capital Disqualification Event, if applicable, and (b) a certificate signed by two authorised signatories of the Issuer stating that such Capital Disqualification Event has occurred.

"**Capital Disqualification Event**" means if, as a result of either: (a) any change in applicable law or regulation (including the Equity Regulation) or (b) the application or official interpretation thereof, which change in application or official interpretation is confirmed in writing by the BRSA, all or any part of the aggregate Prevailing Principal Amount of the outstanding Notes is not (or will cease to be) eligible for inclusion as Additional Tier 1 Capital of the Issuer (save where such exclusion is only as a result of any applicable limitation on the amount of such capital).

8.5 Substitution or Variation instead of Redemption

Subject to Condition 8.9, if at any time a Tax Event or a Capital Disqualification Event has occurred that then allows the Issuer to redeem the Notes pursuant to Condition 8.3 or 8.4, as the case may be, then the Issuer may, instead of giving notice to redeem the Notes pursuant to Condition 8.3 or 8.4, as the case may be, but subject to compliance with Applicable Banking Regulations (including, if applicable, the prior approval of the BRSA) and having given not less than 5 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable), at any time (without any requirement for the consent or approval of the Noteholders) either substitute all (but not some only) of the Notes for Qualifying Additional Tier 1 Securities or vary the terms of the Notes so that they remain or become (as applicable) Qualifying Additional Tier 1 Securities.

For the purposes of this Condition 8.5, "**Qualifying Additional Tier 1 Security**" means any security or other instrument issued directly or indirectly by the Issuer that:

(a) has terms not materially less favourable to the Noteholders (when considered generally and without consideration of the individual circumstances of any Noteholder), as reasonably determined by the Issuer following the advice of an independent financial institution of international standing, than the terms of the Notes immediately before such substitution or variation (with respect to a Capital Disqualification Event, without regard to the impact of such Capital Disqualification Event); *provided* that it shall: (i) have a ranking at least equal to that of the Notes (with respect to a Capital Disqualification Event, without regard to the impact of such Capital Disqualification Event), (ii) have the same (or higher) rate of interest as the Notes, (iii) have the same Interest Payment Dates as those applying to the Notes, (iv) have: (A) no redemption rights in addition to those in

the Notes and (B) a redemption provision that is the same as Condition 8.2, (v) be eligible for inclusion as Additional Tier 1 Capital of the Issuer and (vi) subject to the provisions hereof relating to the cancellation of interest, preserve any existing rights under the Notes to any accrued interest on the Notes that has not yet been paid, and

(b) to the extent the Notes are listed on a recognised stock exchange at the request of the Issuer, is listed on a recognised stock exchange.

8.6 Purchases by the Issuer and/or its Subsidiaries

Except to the extent permitted by applicable law, the Notes (and beneficial interests therein) shall not be purchased by, or otherwise assigned and/or transferred to, or for the benefit of: (a) any entity that is controlled by the Issuer or over which the Issuer has significant influence (as contemplated in the Banking Law and the Equity Regulation) (a "**Related Entity**") or (b) the Issuer. If so permitted by applicable law (including, if required by applicable law, subject to having obtained the prior approval of the BRSA), the Issuer and/or any Related Entity may at any time purchase, have assigned or otherwise transferred to it or otherwise acquire (or have a third party do so for its benefit) Notes (or beneficial interests therein) in any manner and at any price in the open market or otherwise, including (without limitation) in its capacity as a broker for a customer. If any such purchases or acquisitions of Notes (or beneficial interests therein) are made by tender, exchange or other process, then such tender, exchange or other process shall not be required to be available to all Noteholders, or in the same manner, except to the extent required by law. Subject to applicable law, such Notes (or beneficial interests therein) may be held, resold or, at the option of the Issuer or (with the Issuer's consent) any such Related Entity (as the case may be) for those Notes (or beneficial interests therein) held by it, surrendered to any Paying Agent and/or the Registrar for cancellation pursuant to Condition 8.7.

8.7 Cancellation

All Notes that are redeemed shall immediately be cancelled. All Notes so cancelled cannot be reissued or resold and (if such cancellation is for the full amount thereof) the applicable Registered Global Note or Definitive Registered Note shall be forwarded to the Registrar for cancellation.

In addition, the Issuer or any of its Related Entities may, as described in Condition 8.6, surrender to any Paying Agent any Notes (or notify the Registrar of any beneficial interests in a Registered Global Note to be so cancelled) and such Notes (or beneficial interests therein) shall, to the extent that the Issuer indicates in writing the same to the relevant Paying Agent, be cancelled by the Paying Agent to which they are surrendered. All Notes so cancelled cannot be reissued or resold.

Each of the Paying Agents shall deliver all cancelled Notes to the Fiscal Agent or as the Fiscal Agent may specify.

8.8 No other Redemption or Purchase

Neither the Issuer nor any Related Entity may redeem or purchase the Notes, as applicable, other than as provided in this Condition 8.

8.9 Revocation of Notice of Redemption, Substitution or Variation upon the Occurrence of a Non-Viability Event; No Redemption during Non-Viability Event

If the Issuer has given a notice of redemption of the Notes pursuant to Condition 8.2, 8.3 or 8.4 or a notice of substitution or variation pursuant to Condition 8.5 and, after giving such notice but prior to the date of such redemption, substitution or variation, a Trigger Event or Non-Viability Event occurs, then the relevant notice of redemption, substitution or variation shall be automatically rescinded and shall be of no force and effect, the Prevailing Principal Amount of each Note will not be due and payable on the scheduled redemption date or substituted or varied, as applicable, and, instead, a Trigger Event Interest Cancellation or interest cancellation pursuant to Condition 6.2 and, if applicable, Write-Down shall occur in respect of the Notes as described in Condition 6.

Following the occurrence of a Trigger Event or a Non-Viability Event, the Issuer shall not be entitled to give a notice of redemption of the Notes pursuant to Condition 8.2 or 8.3 or a notice of substitution or variation pursuant to Condition 8.5 before the Trigger Event Interest Cancellation or interest cancellation pursuant to Condition 6.2, as the case may be, and, if applicable, Write-Down has occurred.

9. TAXATION

9.1 Payment without Withholding

All payments of principal and interest in respect of the Notes by (or on behalf of) the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges (including related interest and penalties) of whatever nature ("**Taxes**") imposed, assessed or levied by or on behalf of any Relevant Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts ("**Additional Amounts**") as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts that would have been receivable in respect of the Notes in the absence of such withholding or deduction; *provided* that no Additional Amounts shall be payable in relation to any payment in respect of any Note:

(a) presented for payment by or on behalf of a holder who is liable for Taxes in respect of the Note by reason of such holder having some connection with any Relevant Jurisdiction other than the mere holding of the Note or the receipt of payment in respect thereof,

(b) presented for payment in Türkiye, or

(c) presented for payment more than 30 days after the Relevant Date except to the extent that a holder of the relevant Note would have been entitled to Additional Amounts on presenting the same for payment on the last day of such 30 day period (assuming that day to have been a Payment Business Day).

Notwithstanding any other provision of these Conditions, in no event will the Issuer, any Paying Agent or any other Person be required to pay any Additional Amounts or other amounts in respect of the Notes for, or on account of, any FATCA Withholding Tax.

9.2 Defined Terms

For the purposes of these Conditions:

"**Relevant Date**" means, with respect to any payment, the date on which such payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of such money having been so received, notice to that effect has been duly given to the holder of the applicable Note by the Issuer in accordance with Condition 14, and

"**Relevant Jurisdiction**" means: (a) Türkiye or any political subdivision or any authority thereof or therein having power to tax or (b) any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it in respect of principal and interest in respect of the Notes.

10. PRESCRIPTION

Notes will become void unless claims in respect of principal and/or interest with respect thereto are made within a period of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date therefor.

11. ENFORCEMENT

If: (a) a Subordination Event occurs or (b) any order is made by any competent court, or resolution is passed, for the winding-up, dissolution or liquidation of the Issuer (each of clause (a) or any of the events described in clause (b), an "**Enforcement Event**"), then the holder of any Note may claim or prove in the winding-up, dissolution or liquidation of the Issuer but (in either case) may take no further or other action to enforce, claim or prove for any payment by the Issuer in respect of the Notes and may only claim such payment in the winding-up, dissolution or liquidation of the Issuer.

If any Enforcement Event occurs, then the holder of any outstanding Note may give notice to the Issuer that such Note is, and such Note shall accordingly forthwith become, immediately due and repayable at its then Prevailing Principal Amount, with all interest accrued and unpaid to (but excluding) the date of repayment (if not cancelled pursuant to Condition 5), subject to the subordination provisions described under Condition 3.1.

The holder of any Note may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding upon the Issuer under the Notes (other than, without prejudice to the provisions above, any obligation for the payment of any principal or interest in respect of the Notes); *provided* that the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any amount(s) sooner than the same would otherwise have been payable by it, except with the prior approval of the BRSA.

No remedy against the Issuer other than as provided above shall be available to the holders of Notes, including for the recovery of amounts owing in respect of the Notes, in respect of any Enforcement Event or in respect of any breach by the Issuer of any of its covenants or other obligations under the Notes.

12. REPLACEMENT OF NOTES

Should any Note be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to: (a) evidence of such loss, theft, mutilation, defacement or destruction and (b) indemnity as the Issuer and/or the Registrar may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

13. AGENTS

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement.

Subject to the terms of the Agency Agreement, the Issuer reserves the right at any time to vary or terminate the appointment of any Agent, appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts; *provided* that:

(a) there will at all times be a Fiscal Agent and a Registrar,

(b) there will at all times be a Transfer Agent (which may be the Registrar),

(c) there will at all times be a Paying Agent in a jurisdiction other than the jurisdiction in which the Issuer is incorporated, and

(d) so long as any of the Notes was listed on a stock exchange by the Issuer and remains so listed, there will at all times be an Agent (which may be the Fiscal Agent) having a specified office in such place as may be required by the rules and regulations of such exchange or any other relevant authority.

Notice of any variation, termination, appointment or change in Agents and of any changes to the specified office of an Agent will be given to the Noteholders promptly by the Issuer in accordance with Condition 14.

Any such variation, termination, appointment or change shall only take effect (other than in the case of the bankruptcy, insolvency or similar event of the applicable Agent or a Paying Agent ceasing to be a FATCA-Compliant Entity or as otherwise prescribed by the Agency Agreement, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholder or other Person. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted, with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

For the purposes of this Condition, "**FATCA-Compliant Entity**" means a Person payments to whom are not subject to any FATCA Withholding Tax.

14. NOTICES

All notices to Noteholders regarding the Notes shall be in English and be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) of the Notes at their respective addresses recorded in the Register and shall be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Notes are (at the request of the Issuer) listed on a stock exchange or admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, such notice shall be published on the website of the relevant stock exchange and/or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

So long as any Registered Global Note is held on behalf of DTC, Euroclear and/or Clearstream, Luxembourg, there may be substituted for such publication in such newspaper(s) or such website(s) or such mailing the delivery of the relevant notice to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable, for communication by them to the holders of interests in such Registered Global Note and, in addition, for so long as any Note is (at the request of the Issuer) listed on a stock exchange or admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice shall be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of interests in such Note on the business day (being for this purpose a day on which DTC, Euroclear and Clearstream, Luxembourg, as the case may be, are open for business) after the day on which such notice was given to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable.

Notices to be given by any Noteholder shall be in writing in English and given by lodging the same with the Registrar. For so long as any of the Notes are represented by a Registered Global Note, such notice may be given by any holder of an interest in such Registered Global Note to the Registrar through DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal Agent, the Registrar and DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. MEETINGS OF NOTEHOLDERS AND MODIFICATIONS

15.1 Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of any modification of the Notes (including any of these Conditions) or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer at any time and shall be convened by the Issuer if required in writing by Noteholders holding not less than 5 per cent. of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding. A meeting that has been validly convened in accordance with the provisions of the Agency Agreement may be cancelled by the Person(s) who convened (or, if applicable, caused

the Issuer to convene) such meeting by giving at least five days' notice (which, in the case of a meeting convened by the Issuer, shall be given to the applicable Noteholders in accordance with Condition 14 and to the Fiscal Agent).

The quorum at any such meeting for passing an Extraordinary Resolution is one or more Person(s) present and holding or representing more than 50 per cent. of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding, or at any adjourned meeting one or more Person(s) being or representing Noteholders whatever the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of these Conditions or the Notes (including modifying any date for redemption of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the Rate of Interest payable in respect of the Notes, altering the currency of payment of the Notes, modifying the provisions of Conditions 5.6 or 5.11, modifying Condition 3 by way of any further subordination of the Notes or the imposition of further restrictions or limitations on the rights or claims of Noteholders, modifying the provisions of Conditions 6, 8.5 or 18 or amending the Deed of Covenant in certain respects), the quorum shall be one or more Person(s) present and holding or representing not less than two-thirds of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding, or at any adjourned such meeting one or more Person(s) present and holding or representing not less than one-third of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding. An Extraordinary Resolution passed by the Noteholders shall be binding upon all the Noteholders whether or not they are present or represented at any meeting and whether or not they vote on the resolution.

The Agency Agreement provides that: (a) a resolution in writing signed by or on behalf of the Noteholders of not less than 75 per cent. of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders) or (b) consent given by way of electronic consents through the relevant clearing system(s) by or on behalf of Noteholders of not less than 75 per cent. of the aggregate principal amount (*i.e.*, the Prevailing Principal Amount) of the Notes for the time being outstanding will, in each case, take effect as if it were an Extraordinary Resolution and shall be binding upon all Noteholders.

15.2 Modification without Noteholder Consent

The Fiscal Agent and the Issuer may agree in writing, without the consent of the Noteholders, to effect any modification of any of the Notes (including these Conditions), the Deed of Covenant, the Deed Poll or the Agency Agreement that is, in the opinion of the Issuer, either: (a) for the purpose of curing any ambiguity or of curing or correcting any manifest or proven error or any other defective provision contained herein or therein or (b) following the advice of an independent financial institution of international standing, not materially prejudicial to the interests of the Noteholders. Any such modification shall be binding upon the Noteholders and, unless the Fiscal Agent agrees otherwise, shall be notified by the Issuer to the Noteholders as soon as reasonably practicable thereafter in accordance with Condition 14. Reference is also hereby made to Condition 8.5.

16. FURTHER ISSUES

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having terms and conditions the same as those of the Notes, or the same in all respects except for the amount and/or date of the first payment of interest thereon, the issue date and/or the date from which interest starts to accrue, so that the same shall be consolidated and form a single series with the outstanding Notes.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No Person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any Person that exists or is available apart from that Act.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 Governing Law

These Conditions, and any non-contractual obligations arising out of or in connection herewith, are and shall be (and the Notes state that they, and any non-contractual obligations arising out of or in connection therewith, are and shall be) governed by, and construed in accordance with, English law, except for the provisions of Condition 3 (including as referred to in Conditions 6.1, 6.2, 6.5 and 6.6), which are and shall be governed by, and construed in accordance with, Turkish law.

18.2 Submission to Jurisdiction

The Issuer irrevocably agrees, for the benefit of the Noteholders, that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) have (subject to Condition 18.6 below) exclusive jurisdiction to settle any disputes that arise out of or in connection with the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes) and accordingly submits to the exclusive jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) with respect thereto.

The Issuer waives any objection to the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) on the grounds that it is an inconvenient or inappropriate forum. To the extent allowed by applicable law, the Noteholders may take any suit, action or proceeding arising out of or in connection with the Notes (together referred to as "**Proceedings**") (including any Proceeding relating to any non-contractual obligations arising out of or in connection with the Notes) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

18.3 Consent to Enforcement

The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedure Law of Türkiye (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Türkiye in connection with the Notes, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Türkiye (Law No. 6100), any judgment obtained in such courts in connection with such action shall constitute (in addition to other legal evidence) conclusive evidence of the existence and amount of the claim against the Issuer pursuant to the provisions of the first paragraph of Article 193 of the Civil Procedure Code of Türkiye (Law No. 6100) and Articles 58 and 59 of the International Private and Procedure Law of Türkiye (Law No. 5718).

18.4 Service of Process

The Issuer shall irrevocably and unconditionally appoint Türkiye İş Bankası A.Ş., London Branch at 1 Bartholomew Lane, London EC2N 2AX, United Kingdom as its agent for service of process in respect of any Proceedings in England and the Issuer undertakes that, in the event of such process agent ceasing so to act, the Issuer shall promptly appoint another Person as its agent for

that purpose. This Condition does not affect the right to serve process in any other manner allowed by applicable law.

18.5 Other Documents

The Issuer has, in the Agency Agreement, the Deed of Covenant and the Deed Poll, submitted to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) and agreed to service of process in terms substantially similar to those set out above in this Condition 18.

18.6 Submission to the jurisdiction and courts of New York

The Issuer expressly submits to the jurisdiction of New York State and U.S. federal courts sitting in the Borough of Manhattan, The City of New York, New York (including the New York State Supreme Court, New York County, the United States District Courts for the Southern District of New York, plus the appellate courts therefrom: the New York State Supreme Court, Appellate Division, the New York Court of Appeals, the United States Court of Appeals for the Second Circuit, and the United States Supreme Court), with respect to any suit, action, or proceeding in connection with any Notes.

The Issuer has appointed Corporation Service Company at 19 West 44th Street, Suite 200, New York, NY 10036, United States of America as its agent in the United States to accept service of process in any suit, action, or proceeding brought with respect to such Notes instituted in any state or federal court in the Borough of Manhattan, The City of New York, New York (including the New York State Supreme Court, New York County, the United States District Courts for the Southern District of New York, plus the appellate courts therefrom: the New York State Supreme Court, Appellate Division, the New York Court of Appeals, the United States Court of Appeals for the Second Circuit, and the United States Supreme Court).

The Issuer will waive the defence of *forum non conveniens* to the maintenance of any such action or proceeding. Such appointment of an agent to accept service of process and such consent to jurisdiction shall be irrevocable until all amounts due and to become due in respect thereof have been paid. No such submission to jurisdiction or appointment of agent for service of process shall affect the right of a holder of any such Notes to bring suit in any court which shall have jurisdiction over the Issuer by virtue of the offer and sale of such Notes or otherwise.

FORM OF THE NOTES

The Notes will be in registered form, without interest coupons attached. The Notes will be issued both in "offshore transactions" to non-U.S. persons in reliance on the exemption from registration provided by Regulation S ("**Regulation S Notes**") or to persons reasonably believed to be QIBs in reliance on Rule 144A ("**Rule 144A Notes**").

The Notes offered and sold in reliance on Regulation S in offshore transactions to persons other than U.S. persons will initially be represented by a global note in registered form (a "**Regulation S Global Note**") or, if so specified in the Conditions, by a registered note in definitive form (a "**Definitive Regulation S Registered Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes, the Notes offered and sold in reliance on Regulation S (including Definitive Regulation S Registered Notes) or beneficial interests therein may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and such beneficial interests in a Regulation S Global Note (including one held by DTC or its nominee) may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Notes will bear a legend regarding such restrictions on transfer.

The Notes offered and sold in the United States or to, or for the account or benefit of, U.S. persons may only be offered and sold by the Issuer or any person acting on its behalf in transactions exempt from the registration requirements of the Securities Act to QIBs in reliance on, and compliance with, Rule 144A. Rule 144A Notes will be represented by a global note in registered form (a "**Rule 144A Global Note**" and together with a Regulation S Global Note, each a "**Registered Global Note**"). The Registered Global Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Registered Global Notes will either be (i) deposited with a custodian for, and registered in the name of a nominee of, the Depository Trust Company ("**DTC**") or (ii) deposited with a common depositary or, if the Notes are to be held under the New Safekeeping Structure ("**NSS**"), a common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg, and registered in the name of a nominee of that common depositary or common safekeeper, as specified in the Conditions. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Where the Registered Global Notes issued are to be held under the NSS, the Conditions will also indicate whether such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for registered Global Notes to be held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 1.1) as the registered holder of the Registered Global Notes on the relevant Record Date. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Payments of principal, interest or any other amount in respect of the Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 7.2) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached if an Exchange Event occurs. For these purposes, "**Exchange Event**" means that (a) an Enforcement Event has occurred and is continuing, (b) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act and no alternative clearing system is available, (c) in the case of Notes registered in the name of a nominee for a

common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (d) the Issuer has or will become subject to adverse tax consequences that would not be suffered were the Notes represented by the Registered Global Note in definitive form and the Issuer has elected to request the exchange of the Registered Global Note. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (d) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. The Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions (see "*Subscription and Sale and Transfer and Selling Restrictions*" in the Base Prospectus which is incorporated by reference in this Prospectus).

General

Pursuant to the Agency Agreement (as defined under Conditions), the Fiscal Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes but is to be consolidated with such existing Tranche on a date after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CFI, FISN, CUSIP and CINS number which are different from the common code, ISIN, CFI, FISN, CUSIP and CINS (as applicable) assigned to Notes of any other Tranche of the same Series until such time as the further Tranche is so consolidated, which shall not be prior to the expiry of any applicable distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such further Tranche.

Where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then, from 8.00 p.m. (London time) on such day, holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and DTC on and subject to the terms of a deed of covenant (the "**Deed of Covenant**") dated 17 July 2019 and executed by the Issuer. In addition, holders of interests in such Global Note credited to their accounts with DTC may require DTC to deliver definitive Notes in registered form in exchange for their interest in such Global Note in accordance with DTC's standard operating procedures.

USE OF PROCEEDS

The Issuer intends to use the net proceeds from the issue of the Notes for general corporate purposes.

U.S. TAXATION

General

This is a general summary of certain U.S. federal income tax considerations in connection with an investment in the Notes. This summary does not discuss all of the United States federal income tax consequences that may be relevant to an investor in light of such investor's particular circumstances. Prospective purchasers of Notes are advised to consult their tax advisers with respect to the tax consequences of the purchase, ownership or disposition of Notes (or the purchase, ownership or disposition by an owner of beneficial interests therein) as well as any tax consequences that may arise in respect thereof under the laws of any relevant state, municipality or other taxing jurisdiction (including non-U.S. taxing jurisdiction) in their particular circumstances.

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a U.S. Holder (as defined below). This summary deals only with initial purchasers of Notes in this offering that are U.S. Holders that will hold the Notes as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors (including consequences under the alternative minimum tax or net investment income tax), and does not address state, local, non-U.S. or other tax laws (such as estate or gift tax laws). This summary also does not address tax considerations applicable to investors that own (directly, indirectly or by attribution) 10 per cent. or more of the equity interests of the Issuer by vote or value, nor does this summary discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding the Notes in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad or investors whose functional currency is not the U.S. dollar). Further, this discussion does not address the tax consequences to U.S. Holders of a partial or total Write-Down or Write-Up of Notes. U.S. Holders should consult their tax advisers regarding the potential tax consequences to them of a partial or total Write-Down or Write-Up of the Notes.

As used herein, the term "**U.S. Holder**" means a beneficial owner of Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences to them and their partners of the acquisition, ownership and disposition of Notes by the partnership.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed U.S. Treasury regulations thereunder, published rulings and court decisions, as well as on the income tax treaty between the United States and the Republic of Türkiye (the "**Treaty**"), all as of the date hereof and all subject to change at any time, possibly with retroactive effect. No rulings have been requested from the U.S. Internal Revenue Service (the "**IRS**") and there can be no guarantee that the IRS would not challenge, possibly successfully, the treatment described below.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF

ACQUIRING, OWNING AND DISPOSING OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

U.S. Federal Income Tax Characterisation of the Notes

The determination of whether an obligation represents debt, equity, or some other instrument or interest for U.S. federal income tax purposes is based on all the relevant facts and circumstances. Despite the fact that the Notes are denominated as debt, the Notes should be treated as an equity interest in the Issuer for U.S. federal income tax purposes. The Notes have several equity-like features, including (1) the absence of a fixed maturity date, (2) provisions for the cancellation of interest payments and the write-down of principal, (3) the subordination of the Notes to senior obligations of the Issuer, and (4) the lack of default provisions. Therefore, the Notes should be treated as an equity interest in the Issuer for U.S. federal income tax purposes. Accordingly, each "interest" payment should be treated as a distribution by the Issuer with respect to such equity interest, and any reference in this discussion to "dividends" or "distributions" refers to the "interest" payments on the Notes. Each prospective investor should consult its own tax adviser about the proper characterisation of the Notes for U.S. federal income tax purposes. The remainder of this discussion assumes that the Notes will be characterised as equity in the Issuer for U.S. federal income tax purposes.

Passive Foreign Investment Company Considerations

A non-U.S. corporation will be a PFIC in any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable "look-through rules", either (i) at least 75 per cent. of its gross income is "passive income" or (ii) at least 50 per cent. of the average value of its assets is attributable to assets which produce passive income or are held for the production of passive income. For these purposes, "passive income" generally includes interest, dividends, rents, royalties and gains from non-dealer securities transactions (subject to certain exceptions, including an exception for certain income generated in the active conduct of a banking business (the "**Active Banking Income Exception**")). In general, cash is a passive asset for these purposes. Two sets of proposed U.S. Treasury regulations and an IRS notice (that taxpayers may rely on pending finalisation of the proposed U.S. Treasury regulations) set forth alternative tests that a non-U.S. corporation can satisfy in order to qualify for the Active Banking Income Exception. However, all these alternative tests generally include a deposit-taking requirement.

A non-U.S. corporation's possible status as a PFIC must be determined for each year and cannot be determined until the end of each taxable year. However, although the application of the PFIC rules to the Issuer is subject to some uncertainties, because the Issuer is not licensed to take, and is not taking, deposits and based on the composition of its income, the valuation of its assets and the activities conducted by the Issuer, it is likely that the Issuer will be treated as a PFIC in the current taxable year and subsequent taxable years. Accordingly, in making their investment decision prospective purchasers should assume that the Issuer will be treated as a PFIC. The Issuer does not expect to conduct annual assessments of its PFIC status. Prospective purchasers should consult their own tax advisers regarding the determination of the Issuer's PFIC status and any resulting tax consequences.

If the Issuer is a PFIC in any year during which a U.S. Holder holds the Notes, and such holder has not made any of the elections described below, the U.S. Holder will generally be subject to special rules with respect to (i) any "excess distribution" (generally, the excess of the total amount of distributions during a taxable year in which distributions were received by the U.S. Holder on the Notes over 125 per cent. of the average annual distributions received by the U.S. Holder in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the Notes) and (ii) any gain realised on the sale or other disposition of the Notes. Under these rules (a) the excess distribution or gain will be allocated rateably over the U.S. Holder's holding period, (b) the amount allocated to the current taxable year and any taxable year prior to the first taxable year in which the Issuer is a PFIC will be taxed as ordinary income, and (c) the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year and an interest charge for the deemed deferral benefit will be imposed with respect to the resulting tax attributable to each such other taxable year. If the Issuer is a PFIC for any taxable year during which a U.S. Holder holds the Notes, the Issuer would generally continue to be treated as a PFIC with respect to such U.S. Holder for all succeeding years during which such holder owns the Notes, even if the Issuer ceases to meet the threshold requirements for PFIC status (unless the U.S. Holder makes a deemed sale election with respect to the Notes once the Issuer is no longer a PFIC).

If the Issuer is a PFIC for any taxable year, to the extent any of its subsidiaries or other entities in which it holds an equity interest are also PFICs, a U.S. Holder will generally be deemed to own equity interests in such lower-tier PFICs that are directly or indirectly owned by the Issuer in the proportion which the value of the Notes owned by such U.S. Holder bears to the value of all of the Company's equity interests, and such U.S. Holder will generally be subject to the tax consequences described above (and the IRS Form 8621 reporting requirement described below) with respect to the equity interests of such lower-tier PFIC the U.S. Holder is deemed to own. As a result, if the Issuer receives a distribution from any lower-tier PFIC or sells equity interests in a lower-tier PFIC, a U.S. Holder will generally be subject to tax under the excess distribution rules described above in the same manner as if such U.S. Holder had held a proportionate share of the lower-tier PFIC equity interests directly, even if such amounts are not distributed to the U.S. Holder. However, if a U.S. Holder is treated as receiving an excess distribution in respect of a lower-tier PFIC, such holder would increase its tax basis in the Notes by the amount of such distribution. In addition, if the Issuer were to distribute such amount to the U.S. Holder with respect to its Notes, such U.S. Holder would not include the distribution in income but would instead reduce its tax basis in the Notes by the amount of the distribution. The application of the PFIC rules to indirect ownership of any lower-tier PFIC held by the Company is extremely complex and uncertain, U.S. Holders will likely not have the information necessary to comply with any rules regarding lower-tier PFICs, and U.S. Holders should therefore consult their own tax advisers regarding the application of such rules to their ownership of Notes.

If the Issuer is a PFIC in a taxable year and the Notes are treated as "marketable stock" in such year, a U.S. Holder may make a mark-to-market election with respect to its Notes. An equity interest is treated as a "marketable stock" only if it is "regularly traded" on one or more "qualified exchanges" as determined for purposes of these rules. The IRS has not identified specific foreign exchanges that are "qualified exchanges" for these purposes and no assurance can be given that the Notes will be "regularly traded". Accordingly, there is substantial uncertainty as to whether a mark-to-mark election will be available with respect to the Notes. A U.S. Holder that makes a valid mark-to-market election with respect to the first taxable year during its holding period in which the Issuer is a PFIC generally will not be subject to the PFIC rules described above. Instead, in general, such U.S. Holder will include as ordinary income each year the excess, if any, of the fair market value of the Notes at the end of the taxable year over the U.S. Holder’s adjusted basis in the Notes. Such U.S. Holder will also be allowed to take an ordinary loss in respect of the excess, if any, of such holder’s adjusted basis in the Notes over the fair market value of such Notes at the end of the taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). The U.S. Holder's adjusted basis in the Notes will be adjusted to reflect any such income or loss amounts. Any gain that is recognised on the sale or other taxable disposition of Notes would be ordinary income and any loss would be an ordinary loss to the extent of the net amount of previously included income as a result of the mark-to-market election and, thereafter, a capital loss. However, because a mark-to-market election cannot technically be made for equity interests in any lower-tier PFICs of the Issuer that are not treated as "marketable stock", a U.S. Holder would continue to be subject to the excess distribution rules (and corresponding basis adjustments, as discussed above) with respect to any lower-tier PFICs, any distributions received by the Issuer from a lower-tier PFIC, and any gain recognised by the Issuer upon a sale of equity interests of a lower-tier PFIC, even if a mark-to-market election has been made by the U.S. Holder with respect to its Notes. The interaction of the mark-to-market rules and the rules governing lower-tier PFICs is complex and uncertain, and U.S. Holders should therefore consult their own tax advisers regarding the availability and advisability of the mark-to-market election as well as the application of the PFIC rules to their ownership of the Notes.

In some cases, a shareholder of a PFIC may be subject to alternative treatment by making a qualified electing fund ("**QEF**") election to be taxed currently on its share of the PFIC's undistributed income. To make a QEF election, the Issuer must provide U.S. Holders with certain information compiled according to U.S. federal income tax principles. The Issuer currently does not intend to provide such information for U.S. Holders, and therefore in making their investment decision, prospective investors should assume that this election will be unavailable.

A U.S. Holder who owns, or who is treated as owning, PFIC stock (including the Issuer's stock and with respect to any lower-tier PFIC) during any taxable year is generally required to file IRS Form 8621. Failure to file this form may result in significant adverse U.S. federal income tax consequences.

Prospective purchasers should consult their tax advisers regarding the determination of our Company’s status as a PFIC, the potential application of the PFIC regime to their investment in the Company, the requirement to file IRS Form 8621 and the availability and advisability of making any elections.

Payments of Interest

This section is subject to the discussion under *"—Passive Foreign Investment Company Considerations*" above.

Distributions paid by the Issuer out of current or accumulated earnings and profits (as determined for U.S. federal income tax purposes), before reduction for any Turkish withholding tax paid by the Issuer with respect thereto and including any additional amounts paid with respect to any Turkish withholding tax, generally will be taxable to a U.S. Holder as dividend income. Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder's adjusted basis in the Notes and thereafter as disposition gain. However, the Company does not maintain calculations of its earnings and profits in accordance with U.S. federal income tax accounting principles. U.S. Holders should therefore assume that any distribution by the Issuer with respect to Notes will be treated as ordinary dividend income. Such dividend income will not be eligible for the dividends received deduction allowed to corporations, and due to the Company's expected PFIC status, such dividend income is not expected to be eligible for the special reduced rate normally applicable to "qualified dividend income" received by certain non-corporate U.S. Holders. U.S. Holders should consult their own tax advisers with respect to the appropriate U.S. federal income tax treatment of any distribution received from the Issuer.

A U.S. Holder may be entitled, subject to certain complex limitations and requirements, to a credit against its U.S. federal income tax liability for Turkish income taxes withheld by the Issuer on payments of dividends (if any) (at a rate not exceeding any applicable Treaty rate). Dividends generally will constitute foreign source "passive category income" for purposes of the foreign tax credit. The rules governing foreign tax credits are complex and recently issued final U.S. Treasury regulations ("**Final FTC Regulations**") have imposed additional requirements that must be met for a foreign tax to be creditable (in particular, with respect to U.S. Holders not entitled to, or not electing to apply, the benefits of the Treaty), and the Issuer does not intend to determine whether such requirements will be met in case Turkish taxes are withheld (if any). However, recent notices (the "**Notices**") from the IRS indicate that the U.S. Treasury and the IRS are considering proposing amendments to the Final FTC Regulations and allow taxpayers, subject to certain conditions, to defer the application of many aspects of the Final FTC Regulations until the date when a notice or other guidance withdrawing or modifying this temporary relief is issued (or any later date specified in such notice or other guidance). In lieu of claiming a credit, a U.S. Holder may be able to take a deduction for such taxes if, among other things, such U.S. Holder does not elect to claim a foreign tax credit for any other non-U.S. taxes paid or accrued during the taxable year. An election to deduct creditable foreign taxes instead of claiming foreign tax credits must be applied to all creditable foreign taxes paid or accrued in the U.S. Holder's taxable year. Prospective purchasers should consult their tax advisers concerning the foreign tax credit and deductibility implications of any Turkish withholding taxes.

Sale or Other Taxable Disposition

This section is subject to further discussion under "*—Passive Foreign Investment Company Considerations*" above.

Upon a sale or other taxable disposition of Notes, a U.S. Holder generally will recognise gain or loss (assuming, in the case of a redemption, that the U.S. Holder does not own, and is not deemed to own, any of our common shares) for U.S. federal income tax purposes equal to the difference, if any, between the amount realised on the sale or other taxable disposition and the U.S. Holder's adjusted tax basis in the Notes, in each case as determined in U.S. dollars. In light of the Issuer's expected PFIC status, gains are expected to be treated in the manner described under *"—Passive Foreign Investment Company Considerations*" above and are not expected to be treated as capital gains. Any loss will generally be capital loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Notes exceeds one year. The deductibility of capital losses is subject to significant limitations. U.S. Holders should consult their own tax advisers about how to account for proceeds received on the sale or other taxable disposition of Notes that are not paid in U.S. dollars. If a U.S. Holder owns or is deemed to own any of our common shares, such U.S. Holder should consult its own tax advisers as to whether any redemption proceeds could be treated as dividend income in whole or in part under Section 302 of the Code in its particular circumstances.

Gain or loss, if any, realised by a U.S. Holder on the sale or other taxable disposition of Notes generally will be treated as U.S. source gain or loss for U.S. foreign tax credit limitation purposes. The rules governing

foreign tax credits are complex and prospective purchasers should consult their tax advisers as to the foreign tax credit and other U.S. federal income tax implications if any non-U.S. taxes are imposed on a sale or retirement of the Notes in their particular circumstances.

Backup Withholding and Information Reporting

Payments of dividends on, and proceeds from the sale or other taxable disposition of, Notes by a U.S. or U.S.-connected paying agent or other U.S. or U.S.-connected intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to comply with applicable certification requirements. Certain U.S. Holders are not subject to backup withholding. U.S. Holders should consult their tax advisers about these rules and any other reporting obligations that may apply to the ownership or disposition of Notes, including reporting obligations related to the holding of certain "specified foreign financial assets".

FATCA Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA, and including an intermediary through which Notes are held) may be required to withhold at a rate of 30 per cent. on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is registered as a foreign financial institution for these purposes. A number of jurisdictions (including Türkiye) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed U.S. Treasury regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

GENERAL INFORMATION

1. The issue of the Notes has been duly authorised by a resolution of the Board of Directors of the Issuer dated 29 February 2024.

2. This Prospectus has been approved by the Central Bank of Ireland as a prospectus. Application has also been made to Euronext Dublin for the Notes to be admitted to the Official List and to trading on the Regulated Market. The Regulated Market is a regulated market for the purposes of MiFID II.

3. The Notes have been accepted for clearance through Euroclear, Clearstream, Luxembourg and DTC which are the entities in charge of keeping the records. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

4. The ISINs and Common Codes for the Notes are as follows:

	Regulation S	**Rule 144A**
ISIN:	XS2778918834	US90015YAF60
Common Code:	277891883	278466060

5. On the basis of the Issue Price, the gross real yield of the Notes in respect of the period from (and including) the Issue Date to (but excluding) the First Reset Date is 9.750 per cent. on an annual basis. It is not an indication of future yield.

6. For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available in electronic format on the Issuer's website (https://www.tskb.com.tr/en/investor-relations):

   (i) the articles of association (with a certified English translation thereof) of the Issuer;

   (ii) the independent auditors' audit reports and audited consolidated BRSA Financial Statements of the Group for the years ended 31 December 2023, 2022 and 2021;

   (iii) the independent auditors' audit reports and audited unconsolidated BRSA Financial Statements of the Issuer for the years ended 31 December 2023, 2022 and 2021;

   (iv) the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements of the Issuer, in each case in English and together with any audit or review reports prepared in connection therewith. The Issuer currently prepares audited consolidated and unconsolidated financial statements in accordance with BRSA Principles on an annual basis, audited consolidated financial statements in accordance with IFRS on an annual basis, unaudited consolidated and unconsolidated interim financial statements in accordance with BRSA Principles on a quarterly basis and unaudited consolidated interim financial statements in accordance with IFRS on a semi-annual basis (though the Issuer's IFRS financial statements do not constitute a part of, and are not incorporated by reference into, this Prospectus);

   (v) a copy of this Prospectus;

   (vi) a copy of the Base Prospectus;

   (vii) the Agency Agreement (including the forms of the Deed of Covenant, the Deed Poll, the Global Notes, the Notes in definitive form, the Coupons and the Talons) and the Supplemental Agency Agreement; and

   (viii) any other documents incorporated herein or therein by reference.

7. There has been: (a) no significant change in the financial performance or financial position of either the Group or the Issuer since 31 December 2023 and (b) no material adverse change in the prospects of either the Group or the Issuer since 31 December 2023.

8. Save as disclosed under "*Business of the Group – Legal Proceedings – Tax Audit*" in the Base Prospectus, neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

9. The annual consolidated financial statements of Türkiye Sınai Kalkınma Bankası A.Ş. as of and for the years ended 31 December 2023, 2022 and 2021, incorporated by reference in this Prospectus, have been audited by EY, independent auditors, as stated in their audit reports incorporated by reference herein.

   The annual unconsolidated financial statements of Türkiye Sınai Kalkınma Bankası A.Ş. as of and for the years ended 31 December 2023, 2022 and 2021, incorporated by reference in this Prospectus, have been audited by EY, independent auditors, as stated in their audit reports incorporated by reference herein.

   Güney Bağımsız Denetim ve Serbest Muhasebeci Mali Müşavirlik A.Ş. (a member firm of Ernst & Young Global Limited) ("**EY**"), independent auditors, is located at Maslak Mahallesi Eski Büyükdere Cad., Orjin Plaza, No: 27, Kat:2-3-4, Daire: 54-57-59, Sariyer, 34485 Istanbul, Türkiye, and is a member of Kamu Gözetimi Kurumu (Public Oversight Authority) and authorised by the BRSA to conduct independent audits of banks in Türkiye.

10. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the admission of the Notes to the Official List and to trading on the Regulated Market for the purposes of the Prospectus Regulation.

11. Certain of the Joint Bookrunners and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuer and its affiliates in the ordinary course of business.

    In addition, in the ordinary course of their business activities, the Joint Bookrunners and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates, including the Notes. The Joint Bookrunners and their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, the Joint Bookrunners and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Bookrunners and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

12. The Legal Entity Identifier (LEI) code of the Issuer is 549300MFCXK5HOOEWP84.

ISSUER

Türkiye Sınai Kalkınma Bankası A.Ş.
Meclisi Mebusan Cad.
No: 81 Fındıklı 34427
İstanbul
Republic of Türkiye

JOINT BOOKRUNNERS

Abu Dhabi Commercial Bank PJSC
P.O. Box 939
Abu Dhabi
United Arab Emirates

BNP Paribas
16, boulevard des Italiens
75009 Paris
France

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

ING Bank N.V.
Foppingadreef 7
1102 BD Amsterdam
The Netherlands

Standard Chartered Bank
One Basinghall Avenue
London EC2V 5DD
United Kingdom

FISCAL AGENT AND TRANSFER AGENT

Citibank, N.A., London Branch
Citigroup Centre
Canada Square, Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR

Citibank Europe Plc
1 North Wall Quay
Dublin 1
Ireland

LEGAL ADVISERS

To the Issuer as to Turkish law

Özmen Yalçın Attorney Partnership
Büyükdere Caddesi, No: 191
Apa Giz Plaza, Kat: 9
Levent, 34330, İstanbul
Republic of Türkiye

To the Issuer as to English and United States law

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

To the Joint Bookrunners as to Turkish law

Çiftçi Attorney Partnership
Büyükdere Cad. No 185
İstanbul 34394
Republic of Türkiye

To the Joint Bookrunners as to English and United States law

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ
United Kingdom

Clifford Chance Europe LLP
1 rue d'Astorg
Paris, France
CS 60058
75377 Paris Cedex 08

INDEPENDENT AUDITORS

Güney Bağımsız Denetim ve Serbest Muhasebeci Mali Müşavirlik A.Ş.
Maslak Mahallesi Eski Büyükdere Cad.
Orjin Plaza
No: 27, Kat:2-3-4
Daire: 54-57-59
Sariyer
34485 Istanbul
Republic of Türkiye

LISTING AGENT

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2
Ireland