TÜRKİYE VAKIFLAR BANKASI T.A.O.

Issue of US$550,000,000 Perpetual Fixed Rate Resettable Additional Tier 1 Notes

under its US$7,000,000,000 Global Medium Term Note Programme

Issue price: 100.00%

The US$550,000,000 Perpetual Fixed Rate Resettable Additional Tier 1 Notes (the "*Notes*") are being issued by Türkiye Vakıflar Bankası T.A.O., a banking institution organised as a joint stock company under the laws of the Republic of Türkiye ("*Türkiye*") and registered with the İstanbul Trade Registry under number 776444 (the "*Bank*" or the "*Issuer*") under its US$7,000,000,000 Global Medium Term Note Programme (the "*Programme*").

INVESTING IN THE NOTES INVOLVES RISKS. PROSPECTIVE INVESTORS SHOULD CONSIDER THE FACTORS SET FORTH UNDER "RISK FACTORS" FOR A DISCUSSION OF CERTAIN OF THESE RISKS.

The Notes have not been and will not be registered under the Securities Act of 1933, as amended (the "*Securities Act*"), of the United States of America (the "*United States*" or "*U.S.*") or any other U.S. federal or state securities laws and are being offered: (a) for sale to "qualified institutional buyers" (each a "*QIB*") as defined in, and in reliance upon, Rule 144A under the Securities Act ("*Rule 144A*") and (b) for sale in offshore transactions to persons who are not "U.S. persons" ("*U.S. persons*") as defined in, and in reliance upon, Regulation S under the Securities Act ("*Regulation S*"). For a description of certain restrictions on the sale and transfer of investments in the Notes, see "Plan of Distribution" herein and "Transfer and Selling Restrictions" in the Base Offering Circular (as defined under "Documents Incorporated by Reference"). Where the "United States" is referenced herein with respect to Regulation S, such shall have the meaning provided thereto in Rule 902 of Regulation S.

The Notes will bear interest from (and including) 24 April 2024 (the "*Issue Date*") to (but excluding) 24 July 2029 (the "*First Reset Date*" and, with the fifth anniversary of the First Reset Date and each subsequent fifth anniversary thereof, each a "*Reset Date*") at a fixed rate of 10.1173% *per annum* (the "*Initial Interest Rate*"). From (and including) each Reset Date to (but excluding) the next Reset Date (each a "*Reset Period*"), the Notes will bear interest at a fixed rate *per annum* equal to the aggregate of: (a) 5.493% *per annum* (the "*Reset Margin*") and (b) the CMT Rate (as defined herein) in relation to such Reset Period (the "*Reset Interest Rate*" and, with the Initial Interest Rate, each an "*Interest Rate*"). Subject to the right of the Issuer to cancel any payment of interest in respect of the Notes, interest on the Notes will be payable semi-annually in arrear on the 24th day of each January and July (each an "*Interest Payment Date*"); *provided* that: (a) there will be a first short Interest Period (as defined in Condition 5.13) and the first Interest Payment Date will be 24 July 2024 and (b) if any such date is not a Payment Business Day (as defined in Condition 7.4), then the Noteholders will not be entitled to payment until the next Payment Business Day and, in any such case, will not be entitled to further interest or other payment in respect of such delay.

The Notes are perpetual securities with no fixed maturity or date for redemption and are only redeemable in accordance with Condition 8. As provided in Condition 8, the Issuer may redeem all, but not some only, of the Notes: (a) subject (if required by applicable law) to having obtained the prior approval of the Banking Regulation and Supervision Agency (in Turkish: *Bankacılık Düzenleme ve Denetleme Kurumu*) (the "*BRSA*") of Türkiye: (i) on any Payment Business Day from (and including) the fifth anniversary of the Issue Date (*i.e.*, 24 April 2029) to (and including) the First Reset Date or on any Interest Payment Date thereafter; *provided* that, following the occurrence of a Trigger Event Write-Down pursuant to Condition 6.1, the Issuer will not be entitled to so redeem the Notes until the Prevailing Principal Amount of each Note has been increased up to its Initial Principal Amount pursuant to Condition 6.5 (except to the extent such increase may not be effected pursuant to Condition 6.5(E) and/or 6.5(F)), or (ii) at any time upon the occurrence of a Tax Event (as defined in Condition 8.3) or (b) at any time upon the occurrence of a Capital Disqualification Event (as defined in Condition 8.4), in each case at their respective then Prevailing Principal Amount (as defined in Condition 5.13) together with all interest accrued and unpaid to (but excluding) the date of redemption. For a more detailed description of the Notes, see "Terms and Conditions of the Notes" (the "*Conditions*") herein. Reference herein to a "Condition" is to the corresponding clause of the Conditions.

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, and payments of interest in respect of the Notes will also not be made 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 as a result of any cancellation of such payment of interest pursuant to the provisions of Condition 5 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. The cancellation or other non-payment of any interest (or part thereof) as provided in Condition 5 will not constitute a default or entitle Noteholders to take any action. For further information, see Condition 5.

If at any time a Trigger Event (as defined in Condition 6.1) occurs, then the Issuer will cancel interest on the Notes and, if such is insufficient to restore the CET1 Ratio(s) (as defined in Condition 6.6) of the Issuer and/or the Group, as the case may be, to 5.125%, reduce the then Prevailing Principal Amount of each Note by the "Trigger Event Write-Down Amount" as provided in Condition 6.1. To the extent the Prevailing Principal Amount of a Note is less than its Initial Principal Amount (as defined in Condition 5.13) at any time as a result of a Trigger Event Write-Down, the Prevailing Principal Amount may, in the sole and absolute discretion of the Issuer but subject to certain conditions, be reinstated up to a maximum of its Initial Principal Amount, all as further described in Condition 6.5. See also "Risk Factors - Risks Relating to the Structure of the Notes - Trigger Event Reductions." The Notes are also subject to loss absorption upon the occurrence of a Non-Viability Event (as defined in Condition 6.6), in which case an investor in the Notes might lose some or all of its investment in the Notes. See Condition 6.2 and "Risk Factors - Risks Relating to the Structure of the Notes - Non-Viability Event Reductions."

If at any time a Tax Event or a Capital Disqualification Event occurs, 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 (as defined in Condition 3.4) (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 (as defined in Condition 8.5) or vary the terms of the Notes so that they remain or become (as applicable) Qualifying Additional Tier 1 Securities. See Condition 8.5.

There is currently no public market for the Notes. This Offering Circular constitutes "listing particulars" for the purposes of the admission of the Notes to the official list (the "*Official List*") and to trading of the Notes on the Global Exchange Market (the "*GEM*") of the Irish Stock Exchange plc trading as Euronext Dublin ("*Euronext Dublin*") and does not constitute a prospectus for the purposes of Regulation (EU) No. 2017/1129 (as amended, the "*Prospectus Regulation*"). Application has been made to Euronext Dublin for the Notes to be admitted to its Official List and to trading on GEM and this Offering Circular has been approved by Euronext Dublin. GEM is not a regulated market for the purposes of Directive 2014/65/EU (as amended, "*MiFID II*"). References in this Offering Circular to the Notes being "listed" (and all related references) shall mean that the Notes have been admitted to the Official List and to trading on GEM.

Application has been made to the Capital Markets Board (the "*CMB*") of Türkiye, in its capacity as competent authority under Law No. 6362 (the "*Capital Markets Law*") of Türkiye relating to capital markets, for its approval of the issuance and sale of the Notes by the Bank outside of Türkiye. No Notes may be sold before the necessary approvals are obtained from the CMB. The CMB approval letter relating to the issuance of notes under the Programme based upon which the offering of the Notes is conducted was issued on 4 March 2024 and, to the extent (and in the form) required by applicable law, a written approval of the CMB (which may be in the form of a tranche issuance certificate (*tertip ihraç belgesi*) or in any other form required under applicable law) in relation to the Notes will be obtained on or before the Issue Date. The BRSA has also approved the issuance of the Notes.

The Notes are expected to be rated at issuance "CCC" by Fitch Ratings Limited ("*Fitch*"). A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

The Notes are being offered in reliance upon Rule 144A and Regulation S by each of Abu Dhabi Commercial Bank PJSC, Emirates NBD Bank PJSC, First Abu Dhabi Bank PJSC, ING Bank N.V., J.P. Morgan Securities plc, MUFG Securities EMEA plc, QNB Capital LLC, Société Générale and Standard Chartered Bank (each a "*Joint Bookrunner*"), subject to their acceptance and right to reject orders in whole or in part. It is expected that delivery of the Notes will be made against payment therefor in immediately available funds on the Issue Date: (a) with respect to the Rule 144A Notes, in book-entry form only through the facilities of The Depository Trust Company ("*DTC*"), and (b) with respect to the Regulation S Notes, in book-entry form only through the facilities of Euroclear Bank SA/NV ("*Euroclear*") and/or Clearstream Banking S.A. ("*Clearstream, Luxembourg*").

Joint Bookrunners

Abu Dhabi Commercial Bank	**Emirates NBD Capital**	**First Abu Dhabi Bank**
ING	**J.P. Morgan**	**MUFG**
QNB Capital	**Société Générale**	**Standard Chartered Bank**

Corporate & Investment Banking

The date of this Offering Circular is 22 April 2024.

This document does not constitute a prospectus for the purposes of: (a) Article 8 of the Prospectus Regulation, (b) the Prospectus Regulation as it forms part of United Kingdom ("*UK*") domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "*EUWA*") and/or (c) Section 12(a)(2) of, or any other provision of or rule under, the Securities Act.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in (including incorporated by reference into) this Offering Circular. To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and this Offering Circular makes no omission likely to affect the import of such information.

The Issuer confirms that: (a) this Offering Circular (including the information incorporated by reference herein) contains all information that in its view is material in the context of the issuance and offering of the Notes (or beneficial interests therein), (b) the information contained in (including incorporated by reference into) this Offering Circular is true and accurate in all material respects and is not misleading, (c) any opinions, predictions or intentions expressed in this Offering Circular (including in any of the documents (or applicable portions thereof) incorporated by reference herein) on the part of the Issuer are honestly held or made by the Issuer and are not misleading in any material respect, and there are no other facts the omission of which would make this Offering Circular or any of such information or the expression of any such opinions, predictions or intentions misleading in any material respect, and (d) all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

This Offering Circular is to be read in conjunction with all documents that are (or portions of which are) incorporated by reference herein (see "Documents Incorporated by Reference"). This Offering Circular shall be read and construed on the basis that such documents (or the applicable portions thereof) are incorporated into, and form part of, this Offering Circular.

None of the Agents (as defined in the Conditions) nor the Joint Bookrunners accept any responsibility, or make any representation, warranty or undertaking, express or implied, as to the accuracy or completeness of the information contained in (including incorporated by reference into) this Offering Circular. To the full extent permitted by law, none of the Agents, the Joint Bookrunners or any of their respective affiliates accept any responsibility for: (a) the information contained in (including incorporated by reference into) this Offering Circular or any other information provided by (or on behalf of) the Issuer in connection with the issue and offering of the Notes (or beneficial interests therein), (b) any statement consistent with this Offering Circular made, or purported to be made, by a Joint Bookrunner or on its behalf in connection with the issue and offering of the Notes (or beneficial interests therein) or (c) any acts or omissions of the Issuer or any other Person (as defined in Condition 3.4) in connection with the issue and offering of the Notes (or beneficial interests therein). Each Joint Bookrunner accordingly disclaims (including on behalf of its affiliates) 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. The Joint Bookrunners expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor or potential investor in the Notes of any information coming to their attention.

In connection with the issue and offering of the Notes (or beneficial interests therein), 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 Offering Circular or any other information supplied by (or with the consent of) the Issuer 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 Offering Circular nor any other information supplied by (or on behalf of) the Issuer, any of the Joint Bookrunners or any of their respective affiliates in connection with the Notes: (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, any of the Joint Bookrunners or any of their respective affiliates that any recipient of this Offering Circular or any such other information should invest in the Notes. Each investor contemplating investing in the Notes should: (i) determine for itself the relevance of the information contained in (including incorporated by reference into) this Offering Circular, (ii) make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and (iii) make its own determination of the suitability of any such investment in light of its own circumstances, with particular reference to its own investment objectives and experience, and any other factors that are relevant to it in connection with such investment, in each case, based upon such investigation as it deems necessary.

Neither this Offering Circular nor, except to the extent explicitly stated therein, any other information supplied by (or on behalf of) the Issuer or any of the Joint Bookrunners in connection with the issue of the Notes constitutes an offer or invitation by (or on behalf of) the Issuer, any of the Joint Bookrunners or any of their respective affiliates to any Person to

subscribe for or purchase any Notes (or beneficial interests therein). This Offering Circular is intended only to provide information to assist potential investors in deciding whether or not to subscribe for, or invest in, the Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of the Notes (or beneficial interests therein) shall in any circumstances imply that the information contained in (including incorporated by reference into) this Offering Circular is correct at any time subsequent to the date hereof (or, if such information is stated to be as of an earlier date, subsequent to such earlier date) 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.

GENERAL INFORMATION

The distribution of this Offering Circular and/or the offer or sale of Notes (or beneficial interests therein) might be restricted by law in certain jurisdictions. None of the Issuer or the Joint Bookrunners represents that this Offering Circular may be lawfully distributed, or that the Notes (or beneficial interests therein) may be lawfully offered, in any such jurisdiction or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer that is intended to permit a public offering of the Notes (or beneficial interests therein) or distribution of this Offering Circular, any advertisement or any other material relating to the Notes in any jurisdiction in which action for that purpose is required. Accordingly: (a) no Notes (or beneficial interests therein) may be offered or sold, directly or indirectly, and (b) neither this Offering Circular nor any advertisement or other material relating to the Notes may be distributed or published in any jurisdiction except, in each case, under circumstances that will result in compliance with all applicable laws. Persons into whose possession this Offering Circular or any Notes (or beneficial interests therein) come(s) must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular, any advertisement or other material relating to the Notes and the offering and/or sale of the Notes (or beneficial interests therein). In particular, there are restrictions on the distribution of this Offering Circular and the offer and/or sale of the Notes (or beneficial interests therein) in (*inter alia*) Türkiye, the United States, the European Economic Area (the "*EEA*") (including Belgium), the UK, the People's Republic of China (the "*PRC*"), the Hong Kong Special Administrative Region of the PRC ("*Hong Kong*"), Singapore, Japan, Canada and Switzerland. See "Plan of Distribution" herein and "Transfer and Selling Restrictions" in the Base Offering Circular.

In making an investment decision with respect to the Notes, investors must rely upon their own examination of the Issuer and the terms of the Notes (or beneficial interests therein), including the merits and risks involved. The Notes have not been approved or disapproved by the Securities and Exchange Commission (the "*SEC*") of the United States or any other securities commission or other regulatory authority in the United States and, other than the approvals of the BRSA and the CMB (*i.e.*, the Programme Approvals described below and the BRSA Additional Tier 1 Approval described below), have not been approved or disapproved by any securities commission or other regulatory authority in Türkiye or any other jurisdiction, nor has any such authority approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary might be unlawful.

None of the Joint Bookrunners, the Issuer or any of their respective affiliates, counsel or other representatives makes any representation to any actual or potential investor in the Notes regarding the legality under any law of its investment in the Notes. Any investor in the Notes should ensure that it is able to bear the economic risk of an investment in the Notes for an indefinite period of time.

The Notes might not be a suitable investment for all investors. As noted above, each potential investor contemplating making an investment in the Notes must make its own assessment as to the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and its own determination of the suitability of investing in the Notes in light of its own circumstances, with particular reference to its own investment objectives and experience, and any other factors that are relevant to it in connection with such investment, in each case, based upon such investigation as it deems necessary. In particular, each potential investor in the Notes should consider, either on its own or with the help of its financial and other professional advisors, whether it:

(a) 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 in (including incorporated by reference into) this Offering Circular,

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular circumstances, an investment in the Notes and the impact such investment will have on its overall investment portfolio,

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal and interest payments is different from such potential investor's currency and the possibility that the entire principal amount of the Notes could be lost, including following the exercise of any Write-Down of the Notes if the Issuer should become Non-Viable,

(d) understands thoroughly the terms of the Notes, such as the provisions governing any Write-Down (including under what circumstances a Trigger Event or a Non-Viability Event will occur) and the cancellation of interest, and is familiar with the behaviour of financial markets, and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that might affect its investment in the Notes and its ability to bear the applicable risks.

Legal investment considerations might restrict certain investments. The investment activities of certain investors are subject to laws and/or to review or regulation by certain authorities. Each potential investor in the Notes should consult its legal advisors to determine whether and to what extent: (a) the Notes (or beneficial interests therein) are legal investments for it, (b) its investment in the Notes can be used by it as collateral for various types of borrowing and (c) other restrictions apply to its purchase, holding or pledge of any Notes (or beneficial interests therein). Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of their investments in the Notes under any applicable risk-based capital or other rules. Each potential investor in the Notes should consult its own advisors as to the legal, tax, business, financial and related aspects of an investment in the Notes.

The Issuer has obtained the CMB approval letter dated 4 March 2024 and numbered E-29833736-105.02.02-50657 and the CMB approved issuance certificate (in Turkish: *onaylanmış ihraç belgesi*) (approved by the decision of the CMB dated 29 February 2024 and numbered 71/BA-310) (together, the "*CMB Approval*") based upon which the offering of the Notes is being conducted. The Issuer also obtained the BRSA approval letter (dated 11 December 2023 and numbered E-20008792-101.02.01-103808) (the "*BRSA Approval*" and, with the CMB Approval, the "*Programme Approvals*") required for the issuance of notes under the Programme. In addition to the Programme Approvals, but only to the extent (and in the form) required by applicable law, an approval of the CMB in respect of the Notes is required to be obtained by the Issuer on or before the Issue Date.

The Issuer also has obtained a letter dated 27 March 2024 numbered E-20008792-101.02.01-115049 from the BRSA (the "*BRSA Additional Tier1 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. 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 "Turkish Regulatory Environment – Capital Adequacy" in the Base Offering Circular.

Pursuant to the Programme Approvals, the offer, sale and issue of the Notes have been authorised and approved in accordance with Decree No. 32 on the Protection of the Value of the Turkish Currency (as amended, "*Decree 32*"), the Banking Law No. 5411 of 2005 (as amended, the "*Banking Law*"), and its related law, the Capital Markets Law and the Communiqué on Debt Instruments No. VII-128.8 of the CMB (as amended, the "*Debt Instruments Communiqué*") and its related law.

In addition, in accordance with the Programme Approvals, the Notes (or beneficial interests therein) may only be offered or sold outside of Türkiye. Under the Programme Approvals, the BRSA and the CMB have authorised the offering, sale and issue of the Notes on the condition that no transaction that qualifies as a sale or offering of Notes (or beneficial interests therein) 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, in the secondary markets only, purchase or sell Notes (or beneficial interests therein) (as they are denominated in a currency other than Turkish Lira) in offshore transactions on an unsolicited (reverse inquiry) basis; *provided* that such purchase or sale is made through licensed banks authorised by the BRSA or licensed brokerage institutions authorised pursuant to CMB regulations and the purchase price is transferred through such licensed banks. As such, Turkish residents should use such licensed banks or such licensed brokerage institutions when purchasing Notes (or beneficial interests therein) and should transfer the purchase price through such licensed banks.

Potential investors should note that, under the Central Securities Depositaries Regulation of the EU, a trade in the secondary markets within the European Union (the "*EU*") might be required to settle in two applicable business days unless the parties to such trade expressly agree otherwise. Accordingly, investors who wish to trade interests in the Notes in the EU on the trade date relating to such Notes or the next business day will likely be required, by virtue of the fact that the Notes initially will likely settle on a settlement cycle longer than such number of days, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement.

Monies paid for the purchase of Notes (or beneficial interests therein) are not protected by the insurance coverage provided by the Savings Deposit Insurance Fund (in Turkish: *Tasarruf Mevduatı Sigorta Fonu*) (the "*SDIF*") of Türkiye.

Pursuant to the Debt Instruments Communiqué, the Issuer is required to notify the Central Securities Depository of Türkiye (in Turkish: *Merkezi Kayıt Kuruluşu A.Ş.*) (trade name: Central Registry İstanbul (in Turkish: *Merkezi Kayıt İstanbul*)) ("*Central Registry İstanbul*") within three İstanbul business days from the Issue Date of the amount, Issue Date, ISIN, interest commencement date, interest rate, name of the custodian and currency of the Notes and the country of issuance.

Notes offered and sold to QIBs in reliance upon Rule 144A (the "*Rule 144A Notes*") initially will be represented by beneficial interests in one or more global notes in registered form (each a "*Rule 144A Global Note*") on the Issue Date. Notes offered and sold pursuant to Regulation S in offshore transactions to persons who are not U.S. persons (the "*Regulation S Notes*") initially will be represented by beneficial interests in a global note in registered form (the "*Regulation S Registered Global Note*" and, with the Rule 144A Global Note(s), the "*Global Notes*").

The Rule 144A Global Note(s) will be deposited on or about the Issue Date with The Bank of New York Mellon, New York Branch, in its capacity as custodian (the "*Custodian*") for, and will be registered in the name of Cede & Co. as nominee of, DTC. Except as described in this Offering Circular, beneficial interests in the Rule 144A Global Note(s) will be represented through accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. The Regulation S Registered Global Note will be deposited on or about the Issue Date with a common depositary (the "*Common Depositary*") for Euroclear and Clearstream, Luxembourg and will be registered in the name of a nominee of the Common Depositary. Except as described in this Offering Circular, beneficial interests in the Regulation S Registered Global Note will be represented through accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in Euroclear and Clearstream, Luxembourg.

MIFID II PRODUCT GOVERNANCE / ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS 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: (a) the target market for the Notes (and beneficial interests therein) is eligible counterparties and professional clients only, each as defined in MiFID II, and (b) all channels for distribution of the Notes (and beneficial interests therein) to eligible counterparties and professional clients are appropriate. Any Person subsequently offering, selling or recommending the Notes (or beneficial interests therein) (a "*distributor*") should take into consideration the target market assessment of such manufacturers; *however*, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (or beneficial interests therein) (by either adopting or refining the target market assessment of such manufacturers) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS 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: (a) the target market for the Notes (and beneficial interests therein) is 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 UK domestic law by virtue of the EUWA (as amended, "*UK MiFIR*")), only, and (b) all channels for distribution of the Notes (and beneficial interests therein) to such eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the target market assessment of such manufacturers; *however*, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "*UK MiFIR Product Governance Rules*") is responsible for undertaking its own target market assessment in respect of the Notes (or beneficial interests therein) (by either adopting or refining the target market assessment of such manufacturers) and determining appropriate distribution channels.

U.S. INFORMATION

The Notes have not been and will not be registered under the Securities Act or any other U.S. federal or state securities laws and the Notes (or beneficial interests therein) may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. person except pursuant to an exemption from the registration requirements of the Securities Act and in accordance with all applicable securities laws of the United States and each applicable state or other jurisdiction of the United States. In the United States, this Offering Circular is only being submitted on a confidential basis to QIBs under Rule 144A and to investors within the United States with whom "offshore transactions" under Regulation S can be entered into, for informational use solely in connection with the consideration of an investment in the Notes. Its use for any other purpose in the United States or by any U.S. person is not authorised.

Potential investors that are U.S. persons should note that the Issue Date for the Notes will be more than two relevant business days (this settlement cycle being referred to as "*T+2*") following the trade date of the Notes. Under Rule 15c6-l of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), of the United States, a trade in the United States in the secondary market generally is required to settle in two business days unless otherwise expressly agreed to by the parties at the time of the transaction. Accordingly, investors who wish to trade interests in the Notes in the United States on the trade date relating to the Notes or the next business day will likely be required, by virtue of the fact that the Notes initially will settle on a settlement cycle longer than T+2, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement.

To permit compliance with Rule 144A in connection with any resales or other transfers of the Notes (or beneficial interests therein) that are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer has undertaken in a deed poll dated 21 March 2024 (such deed poll as amended, restated or supplemented from time to time, the "*Deed Poll*") that, during any period when the Issuer is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the Exchange Act nor exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, it will provide to each holder or beneficial owner of the Notes and to any prospective purchaser thereof (as designated by any such holder or beneficial owner) the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act to the extent requested by such a holder, beneficial owner or prospective purchaser.

PROHIBITIONS ON MARKETING AND SALES TO RETAIL INVESTORS

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 (and beneficial interests therein). Potential investors in the Notes should inform themselves of, and comply with, any applicable laws or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

Prohibition of Sales to EEA Retail Investors. The Notes (and beneficial interests therein) are not intended to be offered, sold or otherwise made available to (and should not be offered, sold or otherwise made available to) any EEA Retail Investor in the EEA. For these purposes: (a) "*EEA Retail Investor*" means a person who is one (or both) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II or (ii) a customer within the meaning of Directive (EU) No. 2016/97 (as amended, the "*Insurance Distribution Directive*") where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes (or beneficial interests therein) so as to enable an investor to decide to purchase or subscribe for the Notes (or beneficial interests therein). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "*PRIIPs Regulation*") for offering or selling the Notes (or beneficial interests therein) or otherwise making them available to EEA Retail Investors in the EEA has been prepared and, therefore, offering or selling the Notes (or beneficial interests therein) or otherwise making them available to any EEA Retail Investor in the EEA might be unlawful under the PRIIPs Regulation.

Prohibition of Sales to UK Retail Investors. The Notes (and beneficial interests therein) are not intended to be offered, sold or otherwise made available to (and should not be offered, sold or otherwise made available to) any UK Retail Investor in the UK. For these purposes: (a) "*UK Retail Investor*" means a person who is one (or both) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of UK domestic law by virtue of the EUWA or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 (as amended, the "*FSMA*") of the UK and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of the UK MiFIR and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes (or beneficial interests therein) so as to enable an investor to decide to purchase or subscribe for the Notes (or beneficial interests therein). Consequently, no key information document required by the PRIIPs Regulation as it forms

part of UK domestic law by virtue of the EUWA (as amended, the "*UK PRIIPs Regulation*") for offering or selling the Notes (or beneficial interests therein) or otherwise making them available to UK Retail Investors in the UK has been prepared and, therefore, offering or selling the Notes (or beneficial interests therein) or otherwise making them available to any UK Retail Investor in the UK might be unlawful under the UK PRIIPs Regulation. In addition, the Financial Conduct Authority Handbook 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) in the UK.

Other Jurisdictions. In October 2018, the Hong Kong Monetary Authority issued guidance on enhanced investor protection measures on the sale and distribution of debt instruments with loss absorption features and related products (the "*HKMA Circular*"). Under the HKMA Circular, debt instruments with loss absorption features, being subject to the risk of being written-down or converted to ordinary shares, and investment products that invest mainly in, or whose returns are closely linked to the performance of, such instruments are to be targeted in Hong Kong at professional investors (as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "*SFO*") and any rules made under the SFO, a "*Hong Kong Professional Investor*") only and are generally not suitable for retail investors in either the primary or secondary markets.

In Singapore, the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (as amended, the "*SFA*"), the Financial Advisers Act (Chapter 110) of Singapore (the "*FAA*"), the Guidelines on Fair Dealing - Board and Senior Management Responsibilities for Delivering Fair Dealing Outcomes to Customers (the "*Guidelines on Fair Dealing*") and the Code of Conduct for Private Banking in Singapore (the "*PB Code*") contain additional obligations and/or guidance in relation to the marketing, offer and sale of the Notes to investors in Singapore. The SFA, the FAA, the Guidelines on Fair Dealing and the PB Code are together referred to as the "*Singapore Regulations*."

The COBS, the HKMA Circular and the Singapore Regulations are together referred to in this section as the "*Regulations*."

The Joint Bookrunners are required to comply with some or all of the Regulations. By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest therein) from the Issuer and/or a Joint Bookrunner, each prospective investor represents, warrants and agrees with, and undertakes to, the Issuer and the Joint Bookrunners that:

(a) it is not a retail client in the UK,

(b) it will not sell or offer the Notes (or any beneficial interest therein) to retail clients in the UK or communicate (including the distribution of this Offering Circular) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that communication, 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,

(c) whether or not it is subject to the Regulations, it will not: (i) sell or offer the Notes (or any beneficial interests therein) to any retail clients or any person in Hong Kong that is not a Hong Kong professional investor or any person in Singapore that is not an "accredited investor" or an "institutional investor" (each as defined in Section 4A of the SFA, a "*Singapore Professional Investor*") or (ii) communicate (including the distribution of this Offering Circular) 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 or any person in Hong Kong or Singapore that is not a Hong Kong professional investor or a Singapore professional investor, respectively,

(d) if it is in Hong Kong, that it is a Hong Kong Professional Investor, and

(e) if it is in Singapore, that it is a Singapore Professional Investor.

In selling or offering the Notes (or beneficial interests therein) or making or approving communications, invitations or inducements relating to the Notes, each prospective investor may not rely upon the limited exemptions set out in COBS.

The above obligations and Regulations are in addition to the need to comply at all times with all other applicable laws (whether inside or outside the EEA, the UK, Hong Kong, Singapore or any other jurisdiction) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interest therein), whether or not specifically mentioned in this Offering Circular, including (without limitation) any requirements under MiFID II or the FCA Handbook as to determining the appropriateness and/or suitability of an investment in the Notes for investors in any relevant jurisdiction.

Where acting as an agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interest 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).

Potential investors should inform themselves of, and comply with, any applicable laws or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 (2020 REVISED EDITION) OF SINGAPORE

In connection with Section 309B(1) of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (as amended, the "*CMP Regulations 2018*"), the Issuer has determined the classification of the Notes as "prescribed capital markets products" (as defined in the CMP Regulations 2018) and "Excluded Investment Products" (as defined in the Monetary Authority of Singapore (the "*MAS*") Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products). This notification constitutes notice to "relevant persons" for purposes of Section 309B(1)(c) of the SFA.

STABILISATION

In connection with the issue of the Notes, Standard Chartered Bank (the "*Stabilisation Manager*") (or Persons acting on behalf of the Stabilisation Manager) might overallot the Notes or effect transactions with a view to supporting the market price of an investment in the Notes at a level higher than that which might otherwise prevail; *however*, stabilisation might not necessarily occur. Any stabilisation action might 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, might cease at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Notes. Any stabilisation action or overallotment must be conducted by the Stabilisation Manager (or Persons acting on behalf of the Stabilisation Manager) in accordance with all applicable laws and rules.

Notwithstanding anything herein to the contrary, the Issuer may not (whether through overallotment or otherwise) issue more Notes than have been authorised by the CMB or are permitted to be issued under the Programme.

OTHER INFORMATION

In this Offering Circular: (a) all references to "*U.S. dollars*," "*US$*" and "*$*" refer to United States dollars, (b) "Bank" or "Issuer" means Türkiye Vakıflar Bankası T.A.O. on a standalone basis and "*Group*" means the Bank and its Subsidiaries, (c) the term "*law*" shall (unless the context otherwise requires) be deemed to include legislation, regulations and other legal requirements and (d) unless the contrary intention appears, a reference to a law (including a provision of a law) is a reference to that law (or provision) as extended, amended or re-enacted. No representation is made that the U.S. Dollar amounts in this Offering Circular could have been or could be converted into Turkish Lira at any particular rate or at all.

Where third-party information has been used in this Offering Circular, the source of such information has been identified. The Issuer confirms that all such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the relevant published information, no facts have been omitted that would render the reproduced information inaccurate or misleading. Without prejudice to the generality of the foregoing statement, third-party information in this Offering Circular, while believed to be reliable, has not been independently verified by the Issuer or any other Person.

The language of this Offering Circular is English. Certain legal references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law. In particular, but without limitation, the titles of Turkish laws and the names of Turkish institutions referenced herein (and in the documents (or portions thereof) incorporated by reference herein) have been translated from Turkish into English. The translations of these titles and names are direct and accurate.

Reference is made to the "Index of Defined Terms" for the location of the definitions of certain terms defined herein.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (or the indicated parts thereof), which have previously been published or are published simultaneously with this Offering Circular and have been filed with Euronext Dublin, shall be incorporated into, and form part of, this Offering Circular:

(a) the sections of the Base Offering Circular dated 21 March 2024 (the "*Base Offering Circular*") relating to the Programme and titled as set out in the table below:

(b) the audited consolidated BRSA Financial Statements of the Group as of and for each of the years ended 31 December 2022 (including comparative information for 2021) and 31 December 2023 (including comparative information for 2022) (in each case, including any notes thereto and the independent auditor's report thereon) (the "*BRSA Consolidated Annual Financial Statements*"), and

(c) the audited unconsolidated BRSA Financial Statements of the Bank as of and for each of the years ended 31 December 2022 (including comparative information for 2023) and 31 December 2023 (including comparative information for 2022) (in each case, including any notes thereto and the independent auditor's report thereon) (with the BRSA Consolidated Annual Financial Statements, the "*BRSA Annual Financial Statements*").

The BRSA Annual Financial Statements incorporated by reference herein, all of which are in English, were prepared as convenience translations of the corresponding Turkish language BRSA Financial Statements (which translations the Bank confirms were direct and accurate). The English language versions of such BRSA Financial Statements were not prepared for the purpose of their incorporation by reference into this Offering Circular. With respect to each of the BRSA Annual Financial Statements, please see "Other General Information – Independent Auditors."

Following the publication of this Offering Circular, a supplement to this Offering Circular might be prepared by the Issuer and approved by Euronext Dublin in accordance with Rule 3.10 of the "Listing and Admission to Trading Rules for Debt Securities" of GEM. Statements contained in any such supplement (or contained in any document (or portions thereof) included or 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 Offering Circular or in a document (or portions thereof) that is incorporated by reference into this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular. This Offering Circular is valid until the Notes are admitted to the Official List and to trading on GEM.

Any statement contained in a document (or a portion thereof) that is incorporated by reference herein shall be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained herein or in any other document (or, as applicable, relevant portion thereof) incorporated by reference herein, or in any supplement hereto, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular. Where there is any inconsistency between the information contained in this Offering Circular and the information contained in (or incorporated by reference into) the information incorporated by reference herein, the information set out in this Offering Circular shall prevail.

Copies of documents incorporated (or portions of which have been incorporated) by reference into this Offering Circular can be obtained without charge from the registered office of the Bank and on the Bank's website at:

(a) with respect to the Bank's BRSA Annual Financial Statements as of and for the year ended 31 December 2022, https://www.vakifbank.com.tr/documents/finansal/Bank%20Only%20Financial%20Statements%20-%2031.12.2022.pdf,

(b) with respect to the Bank's BRSA Annual Financial Statements as of and for the year ended 31 December 2023, https://www.vakifbank.com.tr/documents/finansal/Solo%20VAKBN%2031.12.2023-ENG%20%C4%B0MZALI%20M%C3%9CH%C3%9CRL%C3%9C.pdf,

(c) with respect to the Group's BRSA Annual Financial Statements as of and for the year ended 31 December 2022, https://www.vakifbank.com.tr/documents/finansal/VAKBN%20CONS-1222-ENG-Final%20%C4%B0mzal%C4%B1.pdf,

(d) with respect to the Group's BRSA Annual Financial Statements as of and for the year ended 31 December 2023, https://www.vakifbank.com.tr/documents/finansal/VAKBN%20CONS-1223-ENG.pdf, and

(e) with respect to the Base Offering Circular, https://www.vakifbank.com.tr/offering-circular-dated-march-21-2024-relating-to-us-7000000000-global-medium-note-programme.aspx?pageID=5282.

The information set out in any part of the documents listed above that is not incorporated by reference into this Offering Circular is either not relevant to prospective investors in the Notes or is set out elsewhere in (including being incorporated by reference into) this Offering Circular. Any documents themselves incorporated (or portions of which are incorporated) by reference into the documents (or portions thereof) incorporated by reference into this Offering Circular do not (and shall not be deemed to) form part of (and are not incorporated into) this Offering Circular.

The contents of any website (except for the documents (or portions thereof) incorporated by reference into this Offering Circular to the extent set out on any such website) referenced in this Offering Circular do not (and shall not be deemed to) form part of (and are not incorporated into) this Offering Circular.

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OVERVIEW OF THE OFFERING

The following overview sets out key information relating to the offering of the Notes, including the essential characteristics of, and risks associated with, the Issuer and the Notes. The following is indicative only, does not purport to be complete and is qualified in its entirety by the more detailed information appearing elsewhere in this Offering Circular (including in the documents (or portions thereof) incorporated by reference herein). Terms used in this overview and not otherwise defined herein shall have the meanings given to them in the Conditions.

Issue:	US$550,000,000 Perpetual Fixed Rate Resettable Additional Tier 1 Notes (*i.e.*, the Notes), which are issued in compliance with Article 7 of the Equity Regulation and the BRSA Additional Tier 1 Approval and subject to the CMB's approval in accordance with the Debt Instruments Communiqué and Article 15(b) of Decree 32.
Interest and Interest Payment Dates:	The Notes will bear interest from (and including) the Issue Date (*i.e.*, 24 April 2024) to (but excluding) the First Reset Date (*i.e.*, 24 July 2029) at a fixed rate of 10.1173% *per annum*. From (and including) each Reset Date to (but excluding) the next Reset Date, the Notes will bear interest at the rate *per annum* equal to the Reset Interest Rate. Interest on the Notes will be payable semi-annually in arrear on each Interest Payment Date (*i.e.*, 24 January and 24 July in each year); *provided* that: (a) the first Interest Payment Date will be 24 July 2024 and (b) if any such date is not a Payment Business Day (as defined in Condition 7.4), then the Noteholders will not be entitled to payment until the next Payment Business Day and, in any such case, will not be entitled to further interest or other payment in respect of such delay. The Reset Interest Rate for a Reset Period means the rate *per annum* equal to the aggregate of: (a) the Reset Margin (*i.e.*, 5.493% *per annum*) and (b) the CMT Rate (as defined in Condition 5.6) in relation to such Reset Period, as determined by the Fiscal Agent on the applicable Reset Determination Date.
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, and payments of interest in respect of the Notes will also not be made 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 as a result of any cancellation of such payment of interest pursuant to the provisions of Condition 5 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. The cancellation or other non-payment of any interest (or part thereof) as provided in Condition 5 will not constitute a default or entitle Noteholders to take any action. For further information, see Condition 5.
Perpetual Securities:	The Notes are perpetual securities with no fixed maturity or date for redemption and are only redeemable in accordance with Condition 8.

Use of Proceeds: ..... The net proceeds of the offering of the Notes will be used by the Bank for general corporate purposes.

Regulatory Treatment: ..... Application was made by the Bank to the BRSA for confirmation that the full principal amount of the Notes will qualify for initial treatment as "Additional Tier 1" capital (as provided under Article 7 of the Equity Regulation), which approval (*i.e.*, the BRSA Additional Tier 1 Approval) has been received. See "Additional Tier 1 Rules."

Status and Subordination: ..... The Notes (and claims for payment by the Issuer in respect thereof) will constitute direct, unsecured and subordinated obligations of the Issuer and will, 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. Please refer to Condition 3.1.

Trigger Event/Write-Down of the Notes: ..... If a Trigger Event occurs at any time, then the Issuer will, *pro rata* with the other Notes: (a) cancel any interest in respect of the Notes accrued and unpaid to (but excluding) the applicable Trigger Event Interest Cancellation/Write-Down Date and (b) 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%, reduce the then Prevailing Principal Amount of each Note by the relevant Trigger Event Write-Down Amount to the extent required to restore the applicable CET1 Ratio(s) to 5.125% (or, if lower than such level, to the highest level possible), all in the manner described in Condition 6.1.

Any Trigger Event Write-Down of the Notes will 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, any Trigger Event Write-Down of the Notes will take into account the write-down, conversion into equity or other similar or equivalent 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% (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 up to a *pro rata* basis with any Trigger Event Write-Down of the Notes.

To the extent such write-down, conversion into equity or other similar or equivalent action relating to any Other Trigger Event Loss-Absorbing Instrument is not possible as a result of Applicable Banking Regulations, the terms of such Other Trigger Event Loss-Absorbing Instrument or otherwise, 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 similar or equivalent action relating to such Other Trigger Event Loss-Absorbing Instrument (and similarly with respect to the cancellation of interest).

Non-Viability/Write-Down of the Notes:.....If a Non-Viability Event occurs at any time, then the Issuer will:

(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 Write-Down 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 similar or equivalent 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 Junior Obligations (including common equity Tier 1 capital (in Turkish: *çekirdek sermaye*)) 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 Write-Down Amount in the manner described in Condition 6.2. Please refer to Condition 6.2 for further information on such potential Write-Downs, including for the definitions of various terms used in this section.

Reinstatement: .....To the extent the Prevailing Principal Amount of a Note is less than its Initial Principal Amount at any time as a result of a Trigger Event Write-Down, the Issuer may (in its sole and absolute discretion) increase the Prevailing Principal Amount of

each Note (*i.e.*, a Write-Up) up to a maximum of its Initial Principal Amount in the manner (and subject to the conditions) described in Condition 6.5.

No Set-off or Counterclaim: ..... All payment obligations of, and payments made by, the Issuer on 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 is permitted to 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. Please refer to Condition 3.2.

No Link to Derivative Transactions or Issuer-provided Security: ..... The Issuer will 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)(c) of the Equity Regulation. Please refer to Condition 3.3.

Certain Covenants: ..... The Conditions provide that the Issuer agrees to certain limited covenants. Please refer to Condition 4.

Issuer Call: ..... The Issuer may, having given not less than 30 nor more than 60 days' notice to the Noteholders (which notice will be irrevocable and will specify the date fixed for redemption), redeem all, but not some only, of the Notes, subject (if required by applicable law) to having obtained the prior approval of the BRSA, on any Payment Business Day from (and including) the fifth anniversary of the Issue Date (*i.e.*, 24 April 2029) to (and including) the First Reset Date or on any Interest Payment Date thereafter, in each case at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption; *provided* that, following the occurrence of a Trigger Event Write-Down pursuant to Condition 6.1, the Issuer will not be entitled to so redeem the Notes until the Prevailing Principal Amount of each Note has been increased up to its Initial Principal Amount pursuant to Condition 6.5 (except to the extent such increase may not be effected pursuant to Condition 6.5(E) and/or 6.5(F)). Please refer to Condition 8.2.

Optional Redemption for Taxation Reasons: ..... The Issuer may, having given not less than 30 nor more than 60 days' notice to the Noteholders (which notice will be irrevocable and will specify the date fixed for redemption), redeem all, but not some only, of the Notes, subject (if required by applicable law) to having obtained the prior approval of the BRSA, on any Payment Business Day at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption upon the occurrence of a Tax Event after 22 April 2024. Please refer to Condition 8.3.

Optional Redemption upon a Capital Disqualification Event: The Issuer may, having given not less than 30 nor more than 60 days' notice to the Noteholders (which notice will be irrevocable and will specify the date fixed for redemption, which date will not be earlier than the date falling three months before 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 on any Payment Business Day at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption upon the occurrence of a Capital Disqualification Event. Please refer to Condition 8.4.

Substitution or Variation instead of Redemption: 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, but subject to compliance with Applicable Banking Regulations (including, if applicable, the prior approval of the BRSA) and having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice will 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. See Condition 8.5.

Taxation; Payment of Additional Amounts: Subject to certain customary exceptions set out in Condition 9, all payments of principal and interest on the Notes by (or on behalf of) the Issuer are to be made without withholding or deduction for, or on account of, any present or future 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 will pay such 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 on the Notes in the absence of such withholding or deduction. Please refer to Condition 9.

Under current Turkish law, withholding tax at the rate of 0% applies on payments of interest on the Notes. See "Taxation - Certain Turkish Tax Considerations" in the Base Offering Circular.

Enforcement Event: Upon the occurrence of an Enforcement Event, the holder of any Note may exercise certain limited remedies. Please see Condition 11 for further information.

Form, Transfer and Denominations: Notes offered and sold in reliance upon Regulation S initially will be represented by beneficial interests in the Regulation S Registered Global Note, which will be deposited on or about the Issue Date with the Common Depositary and registered in the name of a nominee of the Common Depositary. Notes offered and sold in reliance upon Rule 144A initially will be represented by beneficial interests in the Rule 144A Global Note(s), which will be deposited on or about the Issue Date with the Custodian

and registered in the name of Cede & Co. as nominee of DTC. Except in limited circumstances, Definitive Notes will not be issued to investors in exchange for beneficial interests in a Global Note.

Interests in the Regulation S Registered Global Note will be represented in, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg (or their respective direct or indirect participants, as applicable). Interests in the Rule 144A Global Note(s) will be represented in, and transfers thereof will be effected only through, records maintained by DTC (or its direct or indirect participants, as applicable).

Interests in the Notes will be subject to certain restrictions on transfer. See "Transfer and Selling Restrictions" in the Base Offering Circular.

Notes will, on the Issue Date, be issued in denominations of US$200,000 and in integral multiples of US$1,000 in excess thereof.

Purchases by the Issuer and/or its Related Entities: ..... Except to the extent permitted by applicable law, the Notes (and beneficial interests therein) may not be purchased by, or otherwise assigned and/or transferred to, or for the benefit of, the Issuer or any Related Entity (as defined in Condition 8.6). 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. Please see Condition 8.6.

ERISA: ..... Subject to certain conditions, the Notes may be invested in by an "employee benefit plan" as defined in and subject to Title I of the Employee Retirement Income Security Act of 1974, as amended, of the United States, a "plan" as defined in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended, of the United States or any entity whose underlying assets include "plan assets" of any of the foregoing. See "Certain Considerations for ERISA and other U.S. Employee Benefit Plans" in the Base Offering Circular.

Governing Law: ..... The Notes will be, and the Agency Agreement, the Deed of Covenant and the Deed Poll are, and any non-contractual obligations arising out of or in connection with any of them will be or are, as applicable, governed by and construed in accordance with English law, except for the provisions of Condition 3 (including as referred to in Condition 6), which will be governed by, and construed in accordance with, Turkish law.

Listing and Admission to Trading: ..... Application has been made by the Bank to Euronext Dublin for the Notes to be admitted to the Official List and to trading on GEM and this Offering Circular has been approved by Euronext Dublin.

Turkish Selling Restrictions: ..... The offer and sale of the Notes (or beneficial interests therein) are subject to restrictions in Türkiye in accordance with

	applicable CMB and BRSA laws. See "Plan of Distribution" below and "Transfer and Selling Restrictions - Selling Restrictions - Türkiye" in the Base Offering Circular.
Other Selling Restrictions:	The Notes have not been and will not be registered under the Securities Act or any other U.S. federal or state securities laws and the Notes (and beneficial interests therein) may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S) except to QIBs in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A or otherwise pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The offer and sale of Notes (or beneficial interests therein) are also subject to restrictions in other jurisdictions, including the EEA (including Belgium), the UK, the PRC, Hong Kong, Singapore, Japan, Canada and Switzerland. See "Transfer and Selling Restrictions - Selling Restrictions" in the Base Offering Circular.
Risk Factors:	There are certain factors that might affect the Issuer's ability to fulfil its obligations under the Notes. The material of these are set out under "Risk Factors" in the Base Offering Circular to the extent incorporated by reference herein (as revised hereby for the purposes of the Notes) and "Risk Factors" herein, which includes risks relating to the Group and its business, the Group's relationship with the Issuer's principal shareholder, Türkiye and the Turkish banking industry. In addition, there are certain other factors that are material for the purpose of assessing the risks associated with the Notes, including certain market risks. See "Risk Factors."
Issue Price:	100.00% of the principal amount of the Notes.
Yield for the Period through the First Reset Date:	10.125% *per annum*
Regulation S Notes Security Codes:	ISIN: XS2793703500 Common Code: 279370350
Rule 144A Notes Security Codes:	CUSIP: 90015WAN3 ISIN: US90015WAN39 Common Code: 280068306
FISN and CFI Codes*:*	See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the applicable ISIN.
Representation of Noteholders:	There will be no trustee.
Expected Initial Rating:	"CCC" by Fitch.
Fiscal Agent and Principal Paying Agent:	The Bank of New York Mellon, London Branch
Registrar, Transfer Agent and Paying Agent:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Transfer Agent:	The Bank of New York Mellon, New York Branch

RISK FACTORS

An investment in the Notes involves risk. Prospective investors in the Notes should carefully consider the information contained in this Offering Circular and the documents (or portions thereof) that are incorporated by reference herein, and in particular should consider all of the risks inherent in making such an investment, including the information under the heading "Risk Factors" in the Base Offering Circular to the extent that such are incorporated by reference herein (the "Programme Risk Factors"), before making a decision to invest in the Notes. Investors in the Notes assume the risk that the Issuer might become insolvent or otherwise be unable to make all payments due in respect of the Notes.

There is a wide range of factors that individually or together might result in the Issuer becoming unable to make payments due in respect of the Notes. It is not possible to identify all such factors or to rank their materiality as the Issuer might not be aware of all relevant factors and certain factors that it currently deems not to be material might become material as a result of the occurrence of future events of which the Issuer does not have knowledge as of the date of this Offering Circular. The Issuer has identified in (including by incorporating by reference into) this Offering Circular a number of factors that might materially adversely affect its ability to make payments due under the Notes, including the matters described in the Programme Risk Factors; however, the Issuer does not represent that the risks set out in (including those incorporated by reference into) this Offering Circular are exhaustive or that other risks might not arise in the future. In addition, factors identified by the Issuer that are material for the purpose of assessing the market risks associated with the Notes are also described below.

Prospective investors in the Notes should consult with appropriate professional advisors to make their own legal, tax, business and financial evaluation of the merits and risks of investing in the Notes.

References in the Programme Risk Factors to "Notes" shall be construed as references to the Notes described in this Offering Circular.

As a large national Turkish bank, 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 entitled "Risk Factors - Risks Relating to Türkiye" in the Base Offering Circular 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/or results of operations and thus on its ability to make payments due in respect of the Notes. Most recently, local elections took place throughout Türkiye on 31 March 2024, the results of which indicated a shift in municipal leadership, with the main opposition party securing a majority of votes in numerous districts (including maintaining the mayoralty of İstanbul, İzmir, Ankara and Antalya). Following the elections, President Erdoğan delivered a speech affirming the continuation of the government's established economic policies enacted after the 2023 general election and dismissed the possibility of early national elections.

In addition to the macroeconomic conditions relating to Türkiye, the Group's business, financial condition and results of operations, and thus 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 "Risk Factors - Risks Relating to the Group and its Business" in the Base Offering Circular. Prospective investors in the Notes should also consider risks relating to the 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 "Risk Factors - Risks Relating to the Notes - Risks Relating to Investments in the Notes Generally" in the Base Offering Circular.

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, might exacerbate or trigger other risks that the Group faces. For example, if the Group incurs substantial losses due to an economic downturn in Türkiye, then its need for liquidity and/or capital might rise sharply while its access to such liquidity and/or capital might be impaired. In addition, in conjunction with an economic downturn, the Group's counterparties might experience substantial financial difficulties of their own, thereby weakening their financial condition and increasing the credit risk of the Group's exposure to such counterparties. As such, the risks identified in (including those incorporated by reference into) this Offering Circular should be understood in the context that more than one might apply concurrently and compound any adverse effects on the Group's business, financial condition and/or results of operations.

Risks Relating to the Structure of 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. 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 a 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 below; *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.

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

The Bank's obligations under the Notes will constitute deeply subordinated and unsecured obligations of the Bank. 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 (including Tier 2 Instruments) and no amount will be paid under the Notes until all such Senior Obligations have been satisfied. Unless the Issuer has assets remaining after making all such payments in such circumstances, no payments will be made on the Notes. No other member of the Group has guaranteed, or will have any liability for, the Notes (and the BRSA Financial Statements of the Group incorporated into (and discussed in) this Offering Circular should be understood accordingly as the Bank might not have the ability to access the assets of other members of the Group, including receiving dividends from such other members of the Group). Consequently, although the Notes might provide for a higher interest rate than indebtedness of the Issuer that is not subordinated, there is a real risk that 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 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% (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%, 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 write-down, conversion into equity or other similar or equivalent 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% (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 up to 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, conversion into equity or other similar or equivalent 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 similar or equivalent 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% 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 on 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% immediately after any Trigger Event Write-Down of the Notes.

To the extent such write-down, conversion into equity or other similar or equivalent action relating to any Other Trigger Event Loss-Absorbing Instrument is not possible as a result of Applicable Banking Regulations, the terms of such Other Trigger Event Loss-Absorbing Instrument or otherwise, 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 similar or equivalent 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 Write-Down Amount at any time will take into account any write-downs, conversion into equity or other similar or equivalent actions in respect of any 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% (which might, in fact, be the reason why the Group's CET1 Ratio is below 5.125%) and such Subsidiary does in fact breach such threshold, 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 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 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). Condition 5.11 provides that the board of directors of the Issuer are not, directly or indirectly, to recommend (or, if proposed by shareholders of the Issuer, are to recommend to the shareholders of the Issuer that they reject) the payment of any optional Distribution (other than in the form of Ordinary Shares or any other class of share capital of the Issuer) on any Ordinary Shares or other class of share capital of the Issuer except to the extent that such Distribution is required by the articles of association and/or other constitutional documents of the Issuer or by Applicable Banking Regulations and/or other applicable law. As a result, other Distributions, including Distributions required by the Issuer's articles of incorporation, may be made.

As of the date hereof, Article 32 of the Issuer's articles of incorporation provides that net profit for a period is to be calculated by deducting all costs, depreciation, interest, commissions, expenses (such as salaries, wages and bonuses paid to employees), expenses incurred for the management and execution of the Issuer's business and social and charitable payments and provisions for such period from the commercial profit for such period. Of such net profit, 5% is to be set aside as legal reserves and then a first dividend at the rate of 5% of the paid-in capital is to be allocated from the remaining net profit. After such allocations have been made, the remaining net profit may be allocated as discretionary reserves or distributed as dividends to shareholders, members of the board of directors and personnel at a rate to be determined by the Issuer's General

Assembly. 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 (among other conditions) a positive Distributable Net Profit was calculated with respect to the most recent published audited annual BRSA Financial Statements of the Issuer and will be subject to the Maximum Distributable Amount (if any) then applicable to the Issuer (on a bank-only and consolidated basis) (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 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 upon the occurrence of a Tax Event or Capital Disqualification Event.

Any Trigger Event Interest Cancellation or Trigger Event Write-Down, or even the 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. A Non-Viability Event is defined in Condition 6.6 as 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. The Issuer is Non-Viable at the point at which the BRSA may determine pursuant to Article 71 of the Banking Law that: (a) the Issuer's operating licence is to be revoked and the Issuer liquidated or (b) the rights of all of the Issuer's shareholders (except to dividends), and the management and supervision of the Issuer, are to be transferred to the SDIF on the condition that losses are deducted from the capital of existing shareholders.

In conjunction with any determination of Non-Viability of the Issuer by the BRSA: (i) losses might be absorbed by shareholders of the Issuer pursuant to Article 71 of the Banking Law upon the transfer of shareholders' rights (except to dividends) and the management and supervision of the Issuer to the SDIF, on the condition that such losses are deducted from the capital of the shareholders, and/or (ii) 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 might take place before any such transfer or liquidation.

As noted in the italicised paragraphs in Condition 6.2, while the Notes may be Written Down before any transfer or 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 or such transfer of shareholders' rights to the SDIF, 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 the 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 Offering Circular, 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 UK 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 Offering Circular. 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 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 fiscal 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 fiscal 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 (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, 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 on a bank-by-bank basis and thus

the minimum capital adequacy ratio requirements applicable as of the date of this Offering Circular 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 a 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 cancellation of such payment of interest pursuant to the provisions of Condition 5 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 Distributions as noted in "-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 – 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 Relating to the Group and its Business" in the Base Offering Circular 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.

In addition, Parity Obligations (and even Junior Obligations) might provide their holders with contractual or legal rights that differ from those available under the Notes, including (without limitation) the potential for conversion into equity and/or the potential for future write-ups after any write-downs. As a result, the impact of any write-down event relating to the Notes and/or such other obligations might differ among the various investors depending upon the rights afforded to them under the relevant contracts and/or applicable law.

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 remedy against the Issuer other than as provided above will be available to the holders of Notes, including (without limitation) for the recovery of amounts owing in respect of the Notes or otherwise in respect of any of the Enforcement Events 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 is permitted to 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 Interest Rate – 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 Interest Rate to (but excluding) the First Reset Date. On each Reset Date, the Interest Rate will be reset to the Reset Interest Rate. The Reset Interest Rate, which will be affected by market and numerous other conditions in effect at the time of its determination, might be less than the Initial Interest Rate and/or the Interest Rate applicable to the Notes prior to any such reset. In addition, the Reset Margin used in calculating each Reset Interest Rate 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 Interest Rate thus might negatively affect the market price of an investment in the Notes. See Condition 5 for further information of such resetting of the Interest Rate.

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. 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 Interest Rate 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, subject (if required by applicable law) to having obtained the prior approval of the BRSA, on any Payment Business Day from (and including) the fifth anniversary of the Issue Date (*i.e.*, 24 April 2029) to (and including) the First Reset Date or on any Interest Payment Date thereafter, in each case at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) such date of redemption; *provided* that, following the occurrence of a Trigger Event Write-Down pursuant to Condition 6.1, the Issuer will not be entitled to so redeem the Notes until the Prevailing Principal Amount of each Note has been increased up to its Initial Principal Amount pursuant to Condition 6.5 (except to the extent such increase may not be effected pursuant to Condition 6.5(E) and/or 6.5(F)). As of the date of this Offering Circular, 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 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 (b) 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"). If the Issuer elects to redeem or not to redeem the Notes in accordance with Condition 8.2 or if there is an anticipation that the Issuer will so redeem or not 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, on any Payment Business Day 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 Offering Circular, the withholding tax rate on interest payments on bonds (such as the Notes) issued outside of Türkiye by corporations that are tax residents of Türkiye varies depending upon the original maturity of such bonds as specified under the Council of Ministers' Decree No. 2009/14593 dated 12 January 2009, as 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 or more, the withholding tax rate on the date of this Offering Circular on interest is 0%. Accordingly, as the Notes do not have a maturity date, the initial withholding tax rate on interest on the Notes is currently 0%; *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, notwithstanding the occurrence of a Capital Disqualification Event, the Notes will maintain their priority set out in Condition 3 and the Issuer will retain its rights to Write-Down the Notes; *however*, pursuant to Condition 5.10, then: (a) the interest cancellation provisions in Conditions 5.5 through

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 Ratio, 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 Ratio, Distributable Items and Maximum Distributable Amount will depend in part upon decisions made by the Issuer (or its shareholders) and other entities in the Group (or their respective shareholders) 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 the Noteholders than the terms of the Notes. The Noteholders will have no recourse to the Issuer for any adverse effects of such substitution or variation (including, without limitation, with respect to any adverse tax consequences suffered by any Noteholder).

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 CET1 Ratio(s) of such bank, on a consolidated or non-consolidated basis, falling below 5.125%. 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 CET1 Ratio(s) to at least 5.125%. 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: (a) the bank's operating licence might be revoked or (b) such bank may be transferred to the SDIF, in each case 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, including as described in "Turkish Regulatory Environment - Cancellation of Banking License." 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 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 an Internal Capital Adequacy Assessment Process ("*ICAAP*") of such bank 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 CET1 Ratio of the bank (on a consolidated or non-consolidated basis) falls below 5.125%, in each case to the extent necessary so as to restore the applicable such CET1 Ratio(s) to at least 5.125% (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 or the probability of the transfer of such bank to the SDIF arises 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 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 Calculation of Banks' Equity (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 CET1 Ratio of a bank, on a consolidated or non-consolidated basis, falling below 5.125%. 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 have one month from the occurrence of a trigger event to decide whether it will make a permanent and/or temporary write-down of the Additional Tier 1 Instruments and to determine the amount of such temporary/permanent written-down or conversion into equity, without prejudice to any authority that the Banking Law grants to the BRSA. The BRSA is entitled to change such period of one month, if it deems necessary. 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 fiscal 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 fiscal year of the applicable bank. As of the end of the last fiscal year of the Bank for which financial statements have been published (*i.e.*, 31 December 2023), the Bank's Distributable Net Profit amounted to TL 22,541,320 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 fiscal year of the Issuer is defined (in accordance with clause (h) of "Calculation of Additional Tier 1 Capital" above) to mean those items that may be used by the Issuer for dividend distribution to its shareholders during such fiscal 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 fiscal year of the Bank for which financial statements have been published (*i.e.*, 31 December 2023), the Bank's Distributable Items amounted to TL 22,541,320 thousand, which amount then applies for distributions during fiscal year 2024 (the amount of Distributable Items that will apply during later fiscal years will be calculable when the audited annual financial statements for the applicable previous fiscal year have been published). As the Bank had TL 11,000,000 thousand of free provisions as of 31 December 2023, the Bank's Distributable Items for fiscal year 2024 would be TL 33,541,320 thousand if such free provisions were included in the calculation.

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.

The D-SIBs Regulation introduced further CET1 Capital requirements for D-SIBs, which requirements are taken into account for the purposes of calculating: (a) the "additional" CET1 Capital and (b) the maximum dividend distribution ratio. In particular, the D-SIBs Regulation requires banks identified as D-SIBs to maintain a capital buffer depending upon their respective classification (3.0% for Group 4 banks, 2.0% for Group 3 banks, 1.5% for Group 2 banks and 1.0% for Group 1 banks) – as a Group 2 D-SIB, 1.5% thus applies for the Bank.

As of 31 December 2023, the CET1 Ratios of the Bank and the Group were 11.73% and 11.81%, respectively, which are based upon risk-weighted assets of TL 1,462 billion and TL 1,531 billion, respectively, as of such date. Were the CET1 Ratios to be calculated as of such date without giving effect to the BRSA's regulatory forbearances described in "Turkish Regulatory Environment – Additional Temporary Measures," they would have been 10.07% and 10.13%, respectively, based upon risk-weighted assets of TL 1,698 billion and TL 1,781 billion, respectively. These figures compare to minimum regulatory requirements (which include a countercyclical buffer of 2.50% and a capital conservation buffer of 0.06%) of 7.06% and 8.56%, respectively, as of such date (the Group's higher requirement reflecting the 1.50% D-SIBs requirement).

As of the same date (and based upon the same amount of risk-weighted assets): (a) the Tier 1 capital adequacy ratios of the Bank and the Group were 13.64% and 13.63%, respectively (11.72% and 11.70%, respectively, if calculated without giving effect to such regulatory forbearances by the BRSA), which figures compare to minimum regulatory requirements of 8.56% and 10.06% (both 1.50% higher than the minimum regulatory requirement for the CET1 Ratio), respectively, and (b) the total capital adequacy ratios of the Bank and the Group were 15.09% and 15.07%, respectively (13.14% and 13.11%, respectively, if calculated without giving effect to such regulatory forbearances by the BRSA), which figures compare to minimum regulatory requirements of 10.56% and 12.06% (both 2.00% higher than the minimum regulatory requirement for the Tier 1 capital adequacy ratio) as of such date.

Assuming that the Additional Tier 1 Capital and Tier 2 Capital buckets are filled, this would reflect an amount of additional core capital as of 31 December 2023 above the additional core capital requirement for the Bank and the Group for the purposes of calculating the Maximum Distributable Amount (*i.e.*, the distance to the Maximum Distributable Amount restrictions) of TL 22.5 billion (or 1.54% of risk-weighted assets) for the Issuer on a standalone basis and TL 30.7 billion (or 2.00% of risk-weighted assets) on a consolidated basis.

The amount of CET1 Capital above the 5.125% Trigger Event level applicable to the Notes (*i.e.*, the distance to the Trigger Event) as of 31 December 2023 was TL 96.5 billion (6.61% of risk-weighted assets) with respect to the Bank and TL 102.4 billion (6.69% of risk-weighted assets) with respect to the Group. Without giving effect to the BRSA's forbearance requirements described above, the amount of CET1 Capital above the Trigger Event level would have been TL 84.0 billion (4.95%) with respect to the Bank and TL 89.1 billion (5.01%) with respect to the Group as of such date.

The Tier 1 capital adequacy ratios and total capital adequacy ratios of the Bank and the Group as of 31 December 2023 would have been increased by 0.17% and 0.19%, respectively (if calculated without giving effect to such regulatory forbearances by the BRSA), for each US$100 million of Notes had the Notes been issued on such date.

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 fiscal 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 fiscal 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 fiscal year's losses, if any, from such bank's revenue for the prior fiscal 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% of such amount is allocated to such bank's first legal reserves until the first legal reserves reach 20.0% 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 incorporation 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% 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% 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 incorporation provide that the general assembly of its shareholders is, upon the proposal of the Bank's board of directors, to decide whether the balance remaining after such allocation is to be transferred to the Bank's discretionary reserve funds and/or be distributed to the Bank's shareholders, members of its board of directors and employees.

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 incorporation 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% 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 Regulation on Capital Conservation and Countercyclical Capital Buffers, the amount of dividends that may be distributed by a bank during a fiscal year is the product of: (a) the amount of distributable dividends (in Turkish: *dağıtılabilir kâr tutarı*) of such bank for such fiscal 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 Regulation on Capital Conservation and Countercyclical Capital Buffers 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%, 6.0% and 8.0%, respectively, as of the date of this Offering Circular).

The Regulation on Capital Conservation and Countercyclical Capital Buffers provides that the "additional" CET1 Capital required of a bank is the product of: (a) the sum of: (i) the bank-specific countercyclical capital buffer ratio and (ii) the capital conservation buffer ratio (which is 2.5% as of the date of this Offering Circular) 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 Türkiye is (as of the date of this Offering Circular) set at 0% of a bank's risk-weighted assets in Türkiye; *however*, such ratio can fluctuate between 0% and 2.5% 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 7.06%, 8.56% and 10.56% on a Bank-only basis and, due to the D-SIB requirement, 8.56%, 10.06% and 12.06% 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% 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%.....	0%
25% to 50%	20%
50% to 75%	40%
75% to 100%	60%

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.

Pursuant to the BRSA Decisions on Countercyclical Capital Buffer, banks must obtain the approval of the BRSA before making any dividend distribution. The following are deemed to be a dividend distribution for these purposes: (a) dividend payments to shareholders and share buybacks, (b) payments in respect of instruments that can be included in the Additional Tier 1 Capital of a bank; *provided* that such bank makes such payment in spite of its right to not make such payment, (c) all discretionary payments made to employees within the scope of TFRS 2 and (d) any other payments and transactions to be determined by the BRSA.

TERMS AND CONDITIONS OF THE NOTES

The following (except for the paragraphs in italics, which are included for informational purposes only) is the text of the Terms and Conditions of the Notes that will be incorporated by reference into each Global Note and endorsed on or attached to each Definitive Note.

Terms and Conditions of the Notes

The US$550,000,000 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) are issued by Türkiye Vakıflar Bankası T.A.O. (the "*Issuer*") pursuant to an amended and restated agency agreement dated 21 March 2024 as supplemented by a supplemental agency agreement dated 24 April 2024 (the "*Issue Date*") (such agreement as further amended, supplemented and/or restated from time to time, the "*Agency Agreement*") and made among: (a) the Issuer, (b) The Bank of New York Mellon, London Branch, as issuing and principal paying agent and agent bank (the "*Fiscal Agent*," which expression shall include any successor fiscal agent) and the other paying agents named therein (with the Fiscal Agent, the "*Paying Agents*," which expression shall include any additional or successor paying agents), (c) The Bank of New York Mellon, New York Branch, as exchange agent (the "*Exchange Agent*," which expression shall include any successor exchange agent), and (d) The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar (the "*Registrar*," which expression shall include any successor registrar) and a transfer agent and the other transfer agents named therein (with the Registrar, the "*Transfer Agents*," which expression shall include any additional or successor transfer agents).

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

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 Global Note, be construed as provided below.

The Noteholders are entitled to the benefit of a deed of covenant dated 21 March 2024 and made by the Issuer (such deed as amended, supplemented and/or restated 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 21 March 2024 and made by the Issuer (such deed poll as amended, supplemented and/or restated from time to time, the "*Deed Poll*") and the Deed of Covenant are available for inspection during normal business hours at the Specified Office (as defined in Condition 13) of each of the Fiscal Agent, the other Paying Agents, the Registrar, the Exchange Agent and the other Transfer Agents (such agents and the Registrar being together referred to as the "*Agents*") by any Noteholder that produces evidence satisfactory to the Issuer and the relevant Agent as to its holding of the Notes (or beneficial interests therein) 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: (a) "*U.S. dollars*" and "*US$*" mean the lawful currency for the time being of the United States of America, (b) the term "*law*" shall (unless the context otherwise requires) be deemed to include legislation, regulations and other legal requirements and (c) unless the contrary intention appears, a reference to a law (including a provision of a law) is a reference to that law (or provision) as extended, amended or re-enacted.

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 Global Note or Definitive Note and in the register of holders of the Notes maintained by the Registrar outside of the United Kingdom (the "*Register*"). The Notes shall be in U.S. dollars and issued in amounts of US$200,000 and integral multiples of US$1,000 in excess thereof (each a "*Specified Denomination*").

The Issuer is issuing the Notes: (a) as Additional Tier 1 Capital in compliance with Article 7 of the Equity Regulation (as defined in Condition 3.4) and (b) 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 Global Notes and Definitive 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 Global Note or Definitive Note as the absolute owner thereof (whether or not any payment on 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 Global Note or Definitive Note) for all purposes but, in the case of any 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 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 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 Global Note, be construed accordingly.

For so long as any of the Notes is represented by a Global Note deposited with and registered in the name of a nominee of a common depositary for Euroclear and/or Clearstream, Luxembourg, each Person (other than Euroclear or Clearstream, Luxembourg) 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 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 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 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 Global Note, for which purpose the registered holder of such 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 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 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 Global Note as described in this paragraph, be construed accordingly.

Notes that are represented by a 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 Beneficial Interests in Global Notes

Transfers of beneficial interests in 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 Global Note will, subject

to compliance with all applicable legal and regulatory restrictions, be transferable for a Definitive Note or for a beneficial interest in another Global Note, in each case, only in a Specified Denomination (and provided that the outstanding principal balance of such beneficial interest of the transferor not so transferred is an amount of at least the minimum Specified Denomination) 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 Global Note. Transfers of a Global Note registered in the name of a nominee of DTC shall be limited to transfers of such 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 Notes

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Note may be transferred in whole or in part (in a Specified Denomination) (and provided that, if transferred in part, the outstanding principal balance of such Definitive Note not so transferred is an amount of at least the minimum Specified Denomination). In order to effect any such transfer: (a) the holder(s) must: (i) surrender such Definitive 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 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)) after 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 Note of a like aggregate principal amount to the Definitive Note (or the relevant part of the Definitive Note) being transferred.

In the case of the transfer of part only of a Definitive Note, a new Definitive Note in respect of the balance of the Definitive 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 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 transfer of Notes (including the registration of such transfer 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.

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 on 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 on 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)(c) of the Equity Regulation.

3.4 Defined Terms

For the purposes of these Conditions:

"*Additional Tier 1 Capital*" means: (a) with respect to the Issuer and each other member of the Group (if any) that is a financial institution in Türkiye, additional tier 1 capital (in Turkish: *ilave ana sermaye*) as provided under Article 7 of the Equity Regulation, and (b) with respect to each member of the Group (if any) that is a financial institution organised in a jurisdiction other than Türkiye, additional tier 1 capital pursuant to the Applicable Banking Regulations in that jurisdiction,

"*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: (a) 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 Buffer Regulation, the Regulation on Systemically Important Banks, the BRSA decision No. 6602 dated 18 December 2015 and other regulations, communiqués, decisions, requirements, guidelines and policies relating to capital adequacy of the BRSA), and (b) with respect to any member of the Group that is organised in a jurisdiction other than Türkiye, such jurisdiction, in each case, whether or not they are applied generally or specifically to the Issuer or the applicable other member of the Group (and with respect to requirements, guidelines or policies, whether or not any such requirements, guidelines or policies have the force of law),

"*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,

"*Capital Adequacy Regulation*" means the BRSA's Regulation on the Measurement and Evaluation of the Capital Adequacy of Banks published in the Official Gazette No. 29511 dated 23 October 2015, as amended, supplemented or superseded from time to time,

"*Communiqué on Debt Instruments to be included in the Calculation of Banks' Equity*" 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,

"*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 any: (i) class of share capital (including Ordinary Shares and preferred shares) of the Issuer and (ii) securities, other instruments, loans or other obligations of the Issuer that rank, or are expressed to rank, junior to the Issuer's obligations under the Notes,

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

"*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) securities, other instruments, loans or other obligations of the Issuer that rank, or are expressed to rank, *pari passu* with the Issuer's obligations under the Notes,

"*Person*" means any individual, company, partnership, association, unincorporated organisation, trust or other juridical entity, including, without limitation, any state or agency of a state or other entity, whether or not having separate legal personality,

"*Regulation on Capital Conservation and Countercyclical Capital Buffers*" means the BRSA's 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,

"*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,

"*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 (in Turkish: *katkı sermaye*) 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 (as defined in the Agency Agreement), 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, that 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) the conduct by it of the Permitted Business, except for any consents, permissions, licences, approvals, authorisations, registrations, recordings and filings that are immaterial in the conduct by the Issuer of the Permitted Business.

4.2 Financial Reporting

So long as any Note remains outstanding (as defined in the Agency Agreement), 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 and (if published) unconsolidated financial statements for such financial year, prepared in accordance with the BRSA Principles, with the corresponding financial statements for the preceding financial year, and all such annual financial statements shall be accompanied by the report of the auditors thereon, and

(b) not later than 120 days after the end of each of the first three quarters of each financial year of the Issuer, English language copies of its unaudited (or, if published, audited) consolidated and (if published) unconsolidated financial statements as of and for the year through the last day of such quarter, prepared in accordance with the BRSA Principles, with the corresponding financial statements for the corresponding period of the previous financial year, and all such interim financial statements shall be accompanied by the report of the auditors thereon;

provided that any such financial statements shall be deemed to have been delivered on the date on which the Issuer has published such financial statements (in a manner that is readily accessible to all) on its website (as of the Issue Date, www.vakifbank.com.tr/financials.aspx?pageID=2681) (the Issuer shall promptly notify the Fiscal Agent that the Issuer has published such financial statements on such website).

4.3 Merger, Amalgamation, Consolidation, Sale, Assignment or Disposal

So long as any Note remains outstanding (as defined in the Agency Agreement), the Issuer shall not merge, amalgamate or consolidate with or into, or sell, assign or otherwise dispose of all or substantially all of its property and assets (whether in a single transaction or a series of related transactions) to, any other Person (a "*Successor Entity*") without the prior approval of the holders of the Notes by way of an Extraordinary Resolution unless either:

(a) (i) the Successor Entity is incorporated, domiciled and resident in Türkiye and executes a deed poll and such other documents (if any) as may be necessary to give effect, immediately upon the effectiveness of such merger, amalgamation, consolidation, sale, assignment or other disposition (the "*Assumption Time*"), to its assumption of (or otherwise becoming bound by and entitled to, as applicable) all of the obligations, covenants, liabilities and rights of the Issuer in respect of the Notes and (without limiting the generality of the foregoing) pursuant to which the Successor Entity shall undertake in favour of each Noteholder to (immediately at the Assumption Time) be bound by the Notes, these Conditions and the provisions of the Agency Agreement, the Deed of Covenant and the Deed Poll (together, the "*Issue Documents*") as fully as if it had been named in the Issue Documents in place of the Issuer, and

(ii) the Issuer (or the Successor Entity) delivers to the Fiscal Agent a legal opinion from a leading firm of lawyers in each of Türkiye and England to the effect that, subject to no greater limitations as to enforceability than those that would apply in any event in the case of the Issuer, the Issue Documents will at the Assumption Time constitute legal, valid and binding obligations of the

Successor Entity, with each such opinion to be dated not more than seven days prior to the date of occurrence of such Assumption Time;

provided that: (A) none of the Enforcement Events (as defined in Condition 11) exists and (B) such merger, amalgamation or consolidation or sale, assignment or other disposition does not and would not: (1) result in any other default or breach of the obligations and covenants of the Issuer under the Notes or of the Successor Entity on its assumption of (or otherwise becoming bound by) such obligations and covenants in accordance with the provisions of this Condition 4.3(a) or (2) otherwise have a Material Adverse Effect, or

(b) the surviving legal entity following any such merger, amalgamation or consolidation is the Issuer.

In the circumstance of a Successor Entity, the provisions of these Conditions referring to the "Issuer" shall as applicable thereafter be considered to refer to such Successor Entity.

4.4 Defined Terms

For the purposes of these Conditions:

"*BRSA Principles*" means the laws relating to the accounting and financial reporting of banks in Türkiye (including the "Regulation on Accounting Applications for Banks and Safeguarding of Documents" related to the Banking Law as published in the Official Gazette No. 26333 dated 1 November 2006, other regulations on the accounting records of banks published by the Banking Regulation and Supervision Board, which is the board of the BRSA, and circulars and interpretations published by the BRSA) and, for matters that are not regulated by such laws, the Turkish Accounting Standards 34 ("TAS 34") Interim Financial Reporting Standard and the "Turkish Financial Reporting Standards" issued by the Public Oversight, Accounting and Auditing Standards Authority (in Turkish: *Kamu Gözetimi Muhasebe ve Denetim Standartları Kurumu*),

"*Group*" means the Issuer and its Subsidiaries,

"*Material Adverse Effect*" means a material adverse effect on: (a) the business, financial condition or results of operations of the Issuer or the Group or (b) the Issuer's ability to perform its obligations under the Notes (with respect to Condition 4.3, such to be determined by reference to the Issuer and the Group immediately prior to, and to the Successor Entity and the New Group immediately after, the relevant merger, amalgamation or consolidation or sale, assignment or other disposition),

"*New Group*" means the Successor Entity and its Subsidiaries,

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

"*Subsidiary*" means, in relation to any Person (the "*First Person*"), any other Person: (a) in which such First Person holds a majority of the voting rights, (b) of which such First Person is a member and has the right to appoint or remove a majority of the board of directors or (c) of which such First Person is a member and controls a majority of the voting rights, and includes any Person that is a Subsidiary of a Subsidiary of any such Person; *however,* in relation to the consolidated financial statements of a Person, a Subsidiary shall mean Persons that are consolidated into such First Person.

5. INTEREST

5.1 Interest Rate 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 10.1173% *per annum* (the "*Initial Interest Rate*"), 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*

Interest Rate" and, with the Initial Interest Rate, each an "*Interest Rate*"), as determined by the Fiscal Agent on the applicable Reset Determination Date.

Interest on the Notes will be payable semi-annually in arrear on each of 24 January and 24 July (each an "*Interest Payment Date*") in each year in respect of the relevant Interest Period. As a result, there will be a short first Interest Period from (and including) the Issue Date to (but excluding) the first Interest Payment Date of 24 July 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: (a) multiplying the then-applicable Interest Rate by the aggregate Prevailing Principal Amount of the outstanding Note, (b) multiplying such amount by 30/360 and (c) rounding the resultant figure to the nearest US$0.01 (with US$0.005 being rounded upwards).

In the case of a period for which interest is to be calculated where different Prevailing Principal Amounts of 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 Interest Rate

The Fiscal Agent will, at or as soon as reasonably practicable after each Relevant Time, determine the applicable Reset Interest Rate and cause: (a) it to be notified to the Issuer and, to the extent required by the rules thereof or applicable law, 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 delivered to the Noteholders and/or 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, United Kingdom.

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 fiscal 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 fiscal 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 fiscal 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 (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, 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 cancellation of such payment of interest pursuant to the provisions of this Condition 5 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 Mandatory Interest Payments upon a 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.

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, other date per 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, directly or indirectly, recommend or, if proposed by shareholders of the Issuer, shall recommend to the shareholders of the Issuer that they reject, the payment of any optional Distribution (other than in the form of Ordinary Shares or any other class of share capital of the Issuer) on any Ordinary Shares or other class of share capital of the Issuer except to the extent that such Distribution is required by the articles of association and/or other constitutional documents of the Issuer or by Applicable Banking Regulations and/or other applicable law, 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 on 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 on 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 on 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 Interest 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 Regulation on Capital Conservation and Countercyclical Capital Buffers, 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 H.15(519),

"*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 London, United Kingdom and New York City, United States of America,

"*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(519) 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 clause (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(519) under the caption "treasury constant maturities (nominal)" at the Relevant Time, or

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

"*Distributable Items*" for any fiscal year of the Issuer means those items that (net of tax) may be used by the Issuer for dividend distribution to its shareholders during such fiscal 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 24 July 2029,

"*H.15(519)*" means the weekly statistical release designated as H.15(519), 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, US$1,000 for each US$1,000 of the Specified Denomination 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 or, if the Notes become payable on a date other than an Interest Payment Date, the relevant payment date,

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

"*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 (with respect to a Global Note or a Definitive Note, a reference to a Prevailing Principal Amount refers to the aggregate Prevailing Principal Amount of the Notes represented thereby),

"*Relevant Time*" means, with respect to each 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 date falling on the fifth anniversary of the previous Reset Date,

"*Reset Determination Date*" means, in relation to a Reset Date, the third Business Day immediately preceding such Reset Date,

"*Reset Margin*" means 5.493% *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 on the basis of 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 to the Fiscal Agent. If three or more quotations are so provided, then the Reset Reference Bank Rate shall be determined by the Fiscal Agent on the basis of 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 only two quotations are so provided, then the Reset Reference Bank Rate shall be determined by the Fiscal Agent on the basis of 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 on the basis of such quotation. If no quotations are so provided, then the Reset Reference Bank Rate shall be 4.632% *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 selected by the Issuer 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),

"*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% (a "*Trigger Event*"), then:

(a) to the extent necessary to restore such CET1 Ratio(s) to 5.125% (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 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 such is insufficient to restore the CET1 Ratio(s) of the Issuer and/or the Group, as the case may be, to 5.125% 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, with a Non-Viability Event Write-Down (as defined in Condition 6.2), a "*Write-Down*;" and "*Written Down*" and "*Writing Down*" shall be construed accordingly in the context of a Trigger Event Write-Down), 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 write-down, conversion into equity or other similar or equivalent 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% (or, if lower than such lower level, to the highest level possible).

To the extent such write-down, conversion into equity or other similar or equivalent action relating to any Other Trigger Event Loss-Absorbing Instrument is not possible as a result of Applicable Banking Regulations, the terms of such Other Trigger Event Loss-Absorbing Instrument or otherwise, 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 similar or equivalent 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 to the maximum extent possible 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 fiscal 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: (a) the operating licence of the Issuer may be revoked or (b) shareholders' rights (except to dividends) and the management and supervision of the Issuer may be transferred to the SDIF, in each case 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:

(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 similar or equivalent 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 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 "*Written Down*" and "*Writing Down*" shall be construed accordingly in the context of a Non-Viability Event Write-Down).

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 Offering Circular, 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, losses might be absorbed by shareholders of the Issuer pursuant to Article 71 of the Banking Law upon: (a) the transfer of shareholders' rights (except to dividends) and the management and supervision of the Issuer to the SDIF, on the condition that such losses are deducted from the capital of the shareholders, and/or (b) 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 transfer or liquidation.

As noted in the first italicised paragraph of this Condition 6.2, while the Notes may be Written Down before any transfer or liquidation as described in the preceding paragraph, a Non-Viability Event Write-Down must take place in conjunction with such transfer of shareholders' rights to the SDIF or 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 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 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 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 financial statements of the Issuer (*i.e.*, on an unconsolidated basis) prepared in accordance with the BRSA Principles,

(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 or other members of the Group 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 (on a bank-only and consolidated basis) (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 fiscal year,

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

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

(v) the aggregate amount of any payments of interest or distributions in respect of each such Other Written-Down Additional Tier 1 Instrument 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 fiscal 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%,

(C) if the Write-Up (with any corresponding write-up of all Other Written-Down Additional Tier 1 Instruments of the Issuer or other members of the Group 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.

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 financial statements prepared in accordance with the BRSA Principles 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, including any applicable transitional, phasing in or similar provisions,

"*CET1 Ratio*" means, at any time, with respect to the Issuer or the Group, as the case may be, the ratio (expressed as a percentage) of the aggregate amount (in the Accounting Currency) of the CET1 Capital of the Issuer or the Group, respectively, at such time divided by the Risk-Weighted Assets Amount of the Issuer or the Group, respectively, 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 financial statements of the Issuer prepared in accordance with the BRSA Principles, 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 (with a Trigger-Event Write-Down Amount, a "*Write-Down Amount*," and "*Written-Down Amount*" shall be construed accordingly),

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: (a) the Issuer's operating licence is to be revoked and the Issuer liquidated or (b) the rights of all of the Issuer's shareholders (except to dividends), and the management and supervision of the Issuer, are to be transferred to the SDIF on the condition that losses are deducted from the capital of existing shareholders, 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 similar or equivalent 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 or any other member of the Group 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 any other similar or equivalent 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 or any other member of the Group and that qualifies as Additional Tier 1 Capital of the Issuer or any other member of 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 due to such principal amount having been written down (other than as a result of: (a) for the Issuer, a Non-Viability Event, (b) for any other member of the Group that is a financial institution organised in Türkiye, a Non-Viability Event as if the definition thereof (and related definitions) referred to such other member instead of the Issuer, and (c) for any other member of the Group that is a

financial institution organised in a jurisdiction other than Türkiye, a non-viability event under the Applicable Banking Regulations of such jurisdiction),

"*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 then applicable to the Issuer (on a bank-only and consolidated basis) 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,

"*SDIF*" means the Savings Deposit Insurance Fund (in Turkish: *Tasarruf Mevduatı Sigorta Fonu*) of Türkiye,

"*Statutory Loss-Absorption Measure*" means the transfer of shareholders' rights (except to dividends) and the management and supervision of the Issuer to the SDIF pursuant to Article 71 of the Banking Law or any analogous 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, and

"*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 (with the *pro rata* write-down or conversion into equity of each Other Trigger Event Loss-Absorbing Instruments to the extent possible and taking into account any action to the maximum extent possible in respect of any Other Trigger Event Loss-Absorbing Instruments and any write-down, conversion into equity or other similar or equivalent action in respect of 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%; *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 similar or equivalent 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.

6.7 Agents not Liable for Losses

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 a 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.

Payments 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 or other laws to which the Issuer and/or Agents are subject, but without prejudice to the provisions of Condition 9, and (b) any withholding or deduction required pursuant to FATCA ("*FATCA Withholding Tax*").

In these Conditions, "*FATCA*" means: (a) an agreement described in Section 1471(b) of the Internal Revenue Code of 1986, as amended (the "*Code*"), of the United States of America, (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 on Notes

Payments of principal to redeem a Note (whether a Definitive Note or a Global Note) will be made only against surrender of such Definitive Note or Global Note, as applicable, 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*"). 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 sentence, payments of interest on a Note (whether a Definitive Note or a Global Note) will be made by transfer on the due date 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 on the relevant Record Date. Payment of the interest due on 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.

No commissions or expenses shall be charged to such holders by any Agent in respect of any payments of principal or interest on the Notes.

None of the Issuer or 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 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 Global Note shall be the only Person entitled to receive payments on the Notes represented by such 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 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 Global Note. Except as provided in the Deed of Covenant, no Person other than the registered holder of a Global Note shall have any claim against the Issuer in respect of any payments due on such Global Note.

7.4 Payment Business Day

If the date for payment of any amount on 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 in the relevant place 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 (other than a Saturday or Sunday) that is:

(a) a day 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 Notes only, the relevant place of presentation, and

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

(b) in the case of any payment on a 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 on 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 (Issuer Call)

Subject to Condition 8.9, the Issuer may, having given not less than 30 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), redeem all, but not some only, of the Notes, subject (if required by applicable law) to having obtained the prior approval of the BRSA, on any Payment Business Day from (and including) the fifth anniversary of the Issue Date (*i.e.*, 24 April 2029) to (and including) the First Reset Date or on any Interest Payment Date thereafter, in each case at their respective then Prevailing Principal Amount together with all interest accrued and unpaid to (but excluding) the date of redemption; *provided* that, following the occurrence of a Trigger Event Write-Down pursuant to Condition 6.1, the Issuer shall not be entitled to redeem the Notes pursuant to this Condition 8.2 until the Prevailing Principal Amount of each Note has been increased up to its Initial Principal Amount pursuant to Condition 6.5 (except to the extent such increase may not be effected pursuant to Condition 6.5(E) and/or 6.5(F)) (and any such notice of redemption that has been given in such circumstances shall be automatically rescinded and shall have no force and/or effect).

8.3 Redemption for Taxation Reasons

Subject to Condition 8.9, if, 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 22 April 2024 (the "*Agreement Date*"):

(a) on the next Interest Payment Date:

(i) 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, 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 of this Condition 8.3) the Issuer may, at its option, having given not less than 30 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 on any Payment Business Day 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 clauses (a) and/or (b), as the case may be, will apply on the next Interest Payment Date and, in the case of clause (a), cannot be avoided by the Issuer taking reasonable measures available to it,

(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 of independent legal or tax advisors of recognised standing to the effect that (as a result of the change or amendment) the Issuer: (A) in the case of clause (a)(i), has or will become obliged to pay such additional amounts, or (B) in the case of clause (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 30 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 falling three months before 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 on any Payment Business Day 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 clause (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 (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.

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 30 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) interest rate 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 substantially similar to 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 Related Entities

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. 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 or notified to any Paying Agent and/or the Registrar for cancellation pursuant to Condition 8.7.

8.7 Cancellation

All Notes that are redeemed, all Global Notes that are exchanged in full and all Definitive Notes that have (or a portion of which has) been transferred, shall be cancelled by the Agent by which they are redeemed, exchanged or transferred. All Notes so cancelled cannot be reissued or resold and (if such cancellation is for the full amount thereof or is for the cancellation of less than all of a Definitive Note) the applicable Global Note or Definitive Note shall be forwarded to the Registrar for cancellation (if such cancellation is for less than all of a Definitive Note, then a replacement Definitive Note for the remaining Prevailing Principal Amount shall be delivered to the applicable Noteholder).

In addition, the Issuer or any of its Related Entities may, as described in Condition 8.6: (a) surrender to any Paying Agent or the Registrar any Definitive Notes all or a portion of which is to be cancelled or (b) notify the Fiscal Agent and the Registrar of any beneficial interests in a Global Note to be so cancelled, which Notes (or beneficial interests therein) shall, to the extent that the Issuer indicates in writing the same to the relevant Paying Agent (or, as applicable, the Registrar), be promptly cancelled by the Agent to which they are surrendered (or, as the case may be, the Agent(s) so notified). All Notes so cancelled cannot be reissued or resold and (if such cancellation is for the full amount thereof or is for the cancellation of less than all of a Definitive Note) the applicable Global Note or Definitive Note shall be forwarded to the Fiscal Agent or, as the case may be, the Registrar for cancellation (if such cancellation is for less than all of a Definitive Note, then a replacement Definitive Note for the remaining Prevailing Principal Amount shall be delivered to the Issuer or applicable Related Entity, as applicable).

Each of the other Agents shall deliver all cancelled Definitive 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 Trigger Event or 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, as applicable, a Trigger Event or a 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, a 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, 8.3 or 8.4 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, a Write-Down has occurred.

9. TAXATION

9.1 Payment without Withholding

All payments of principal and interest on 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, levies, assessments or governmental charges 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 on the Notes in the absence of such withholding or deduction; *provided* that no Additional Amounts shall be payable in relation to any payment on any Note:

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

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 on the Notes and may only claim such payment in the winding-up, dissolution or liquidation of the Issuer.

If an 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 on 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 in this Condition shall be available to the holders of Notes, including for the recovery of amounts owing on the Notes or otherwise in respect of any of the Enforcement Events 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 Global Note or Definitive 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, in each case as the Issuer and/or the Registrar may reasonably require. Mutilated or defaced Global Notes and Definitive 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 (each a "*Specified Office*").

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 messenger, courier, 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 date of delivery (if delivered by messenger or courier) or the fourth day after mailing (if sent by mail). 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 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.

Notwithstanding the foregoing paragraph, so long as any 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 delivery or 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 Global Note. 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 or Clearstream, Luxembourg, as the case may be, is open for business) after the day on which such notice was given to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable.

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, the notice described in the preceding paragraph 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.

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 Global Note, such notice may be given by any holder of an interest in such Global Note to the Fiscal Agent or 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 (including at a physical location or by means of an electronic platform (such as a conference call or videoconference) or a combination thereof) 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 10% of the aggregate 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 notice, in the case of a meeting convened by the Issuer, shall be given to the Noteholders in accordance with Condition 14 and to the Fiscal Agent); *provided* that if the Issuer had convened such meeting after having been required to do so by one or more Noteholder(s) pursuant to Clause 3.1 of Schedule 5 of the Agency Agreement, then the Issuer may not so cancel such meeting absent a request to do so from such Noteholder(s).

The quorum at any such meeting for passing an Extraordinary Resolution is one or more eligible Person(s) present and holding or representing in the aggregate at least a majority of the aggregate Prevailing Principal Amount of the Notes for the time being outstanding, or at any adjourned meeting one or more eligible Person(s) present being or representing Noteholders whatever the aggregate Prevailing Principal Amount of the Notes so held or represented; *provided* that, at any meeting the business of which includes the modification of certain provisions of the Notes (including these Conditions) (including modifying any date for redemption of the Notes or any date for the payment of interest thereon, reducing or cancelling the amount of principal or interest payable on the Notes, altering the currency of payment of the Notes, 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 Condition 5.6, 5.11, 6, 8.5 or 18 or amending the Deed of Covenant in certain respects), the quorum shall be one or more eligible Person(s) present and holding or representing in the aggregate not less than two-thirds of the aggregate Prevailing Principal Amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more eligible Person(s) present and holding or representing in the aggregate not less than one-third of the aggregate Prevailing Principal Amount of the Notes for the time being outstanding. An Extraordinary Resolution duly 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 (*inter alia*): (a) a resolution in writing signed by (or on behalf of) the Noteholders of not less than 75% of the aggregate 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) the Noteholders of not less than 75% of the aggregate 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 Issuer may, without the consent of the Noteholders, effect 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 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 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; *provided* that the Issuer shall ensure that such further notes will be fungible with such outstanding Notes for U.S. federal income tax purposes as a result of their issuance being a "qualified reopening" under U.S. Treasury Regulation §1.1275-2(k).

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 Condition 6), which are and shall be governed by, and construed in accordance with, Turkish law.

18.2 Submission to Jurisdiction

(a) Subject to Condition 18.2(c), 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 in London) have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes) (a "*Dispute*") and accordingly submits to the exclusive jurisdiction of such courts with respect thereto.

(b) For the purpose of this Condition 18.2, in connection with any Dispute, 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 in London) on the grounds that it is an inconvenient or inappropriate forum to settle such Dispute.

(c) To the extent allowed by law, the Noteholders may, in respect of any Dispute(s), take any: (i) proceedings against the Issuer in any other court with jurisdiction and (ii) 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 in London) 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 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 Waiver of Immunity

To the extent that the Issuer may, in relation to any Disputes in any jurisdiction, claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or its assets or revenues, the Issuer agrees not to claim (and irrevocably waives) such immunity to the full extent permitted by the laws of such jurisdiction.

18.5 Service of Process

In connection with any Disputes in England, service of process may be made upon the Issuer at the offices of Law Debenture Corporate Services Limited (with an address on the Issue Date of Eighth Floor, 100 Bishopsgate, London EC2N 4AG, United Kingdom) 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 law.

18.6 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 in London) and agreed to service of process in terms substantially similar to those set out above in this Condition 18. In addition, the Issuer has, in such documents, waived any rights to sovereign immunity and other similar defences that it may have.

PLAN OF DISTRIBUTION

The Bank intends to offer the Notes through the Joint Bookrunners. Subject to the terms and conditions stated in a subscription agreement in respect of the Notes entered into on 22 April 2024 among the Joint Bookrunners and the Bank (the "*Subscription Agreement*"), each of the Joint Bookrunners has severally (and not jointly nor jointly and severally) agreed to purchase, and the Bank has agreed to issue and sell to each of the Joint Bookrunners, the principal amount of the Notes set forth opposite each Joint Bookrunner's name below at the issue price set forth on the cover of this Offering Circular.

Joint Bookrunners	*Principal Amount of Notes*
Abu Dhabi Commercial Bank PJSC	US$ 61,000,000
Emirates NBD Bank PJSC	US$ 61,000,000
First Abu Dhabi Bank PJSC	US$ 61,000,000
ING Bank N.V.	US$ 61,000,000
J.P. Morgan Securities plc	US$ 61,000,000
MUFG Securities EMEA plc	US$ 61,000,000
QNB Capital LLC	US$ 61,000,000
Société Générale	US$ 61,000,000
Standard Chartered Bank	US$ 62,000,000
Total	**US$550,000,000**

The Subscription Agreement provides that the obligation of the Joint Bookrunners to purchase the Notes is subject to the approval of legal matters by counsel and to other conditions. The offering of the Notes by the Joint Bookrunners is subject to receipt and acceptance and subject to the Joint Bookrunners' right to reject any order in whole or in part.

The Bank has been informed that the Joint Bookrunners propose to resell beneficial interests in the Notes at the issue price set forth on the cover page of this Offering Circular to Persons reasonably believed to be QIBs in reliance upon Rule 144A and to non-U.S. persons in offshore transactions in reliance upon Regulation S (see "Transfer and Selling Restrictions" in the Base Offering Circular). The prices at which beneficial interests in the Notes are offered may be changed at any time without notice.

Offers and sales of the Notes (or beneficial interests therein) in the United States will be made by those Joint Bookrunners or their respective affiliates that are registered broker-dealers under the Exchange Act or in accordance with Rule 15a-6 thereunder.

The Notes have not been registered under the Securities Act or the securities laws of any State or other jurisdiction of the United States and the Notes (and beneficial interests therein) may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in transactions exempt from, or not subject to, the registration requirements of the Securities Act (see "Transfer and Selling Restrictions" in the Base Offering Circular). Accordingly, until the expiration of a 40 day period after the later of the commencement of the offering to Persons other than distributors and the Issue Date (the "*Distribution Compliance Period*"), an offer or sale of Notes (or beneficial interests therein) other than in an offshore transaction to, or for the account or benefit of, any Persons who are not U.S. persons might violate the registration requirements of the Securities Act if that offer or sale is made otherwise than in accordance with an available exemption from the registration requirements of the Securities Act.

Each Joint Bookrunner has agreed in the Subscription Agreement that it will send to each dealer to which it sells the Regulation S Registered Global Note (or beneficial interests therein) during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes (or beneficial interests therein) within the United States or to, or for the account or benefit of, U.S. persons substantially to the following effect:

> "The Notes covered hereby have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"), of the United States of America and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons: (a) as part of their distribution at any time or (b) otherwise until the expiration of a 40 day period after the later of the commencement of the offering to persons other than distributors and the Issue Date, except, in either case, in accordance with Rule 144A under the Securities Act or in an offshore transaction. Terms used above have the meanings given to them by Regulation S under the Securities Act."

For a description of certain other restrictions on the sale and transfer of investments in the Notes, see "Transfer and Selling Restrictions" in the Base Offering Circular.

While application has been made by the Bank to Euronext Dublin for the Notes to be admitted to the Official List and to trading on GEM and this Offering Circular has been approved by Euronext Dublin, the Notes constitute a new class of securities with a limited trading market. The Bank cannot provide any assurances to investors that the prices at which the Notes (or beneficial interests therein) will sell in the market will not be lower than the initial offering price or that an active trading market for the Notes will develop. The Joint Bookrunners have advised the Bank that they currently intend to make a market in the Notes; *however*, they are not obligated to do so and they may discontinue any market-making activities with respect to the Notes at any time without notice.

One or more Joint Bookrunner(s) might engage in transactions that stabilise, maintain or otherwise affect the market price of the Notes (or beneficial interests therein) during and after the offering of the Notes. Specifically, such Person(s) might overallot or create a short position in the Notes (or beneficial interests therein) for their own account by selling more Notes (or beneficial interests therein) than have been sold to them by the Issuer. Such Person(s) might also elect to cover any such short position by purchasing Notes (or beneficial interests therein) in the open market. In addition, such Person(s) might stabilise or maintain the market price of an investment in the Notes by bidding for or purchasing Notes (or beneficial interests therein) in the open market and might impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes (or beneficial interests therein) previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions might be to stabilise or maintain the market price of an investment in the Notes at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid might also affect the market price of an investment in the Notes to the extent that it discourages resales thereof. None of the Issuer or any of the Joint Bookrunners makes any representation: (a) that any Joint Bookrunner will engage in these transactions or that these transactions, if commenced, will not be discontinued without notice or (b) as to the magnitude or effect of any such stabilising or other transactions. Under English law, stabilisation activities may only be carried on by the Stabilisation Manager(s) (or Persons acting on behalf of any Stabilisation Manager(s)) and only for a limited period following the Issue Date.

Investors in the Notes who wish to trade interests in the Notes on their trade date or otherwise before the Issue Date should consult their own advisor.

All or certain of the Joint Bookrunners and their respective affiliates are full service financial institutions engaged in various activities, which might include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Joint Bookrunners and/or certain of their respective affiliates might have performed investment banking and advisory services for the Issuer and/or the Issuer's affiliates from time to time for which they might have received fees, expenses, reimbursements and/or other compensation. The Joint Bookrunners and/or certain of their respective affiliates might, from time to time, engage in transactions with, and perform advisory and other services for, the Issuer and/or the Issuer's affiliates in the ordinary course of their business. Certain of the Joint Bookrunners and/or their respective affiliates have acted and expect in the future to act as a lender to the Issuer and/or other members of the Group and/or otherwise participate in transactions with the Group.

In addition, in the ordinary course of their business activities, the Joint Bookrunners and their respective affiliates might 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 might involve securities and/or instruments of the Issuer and/or its affiliates. In addition, certain of the Joint Bookrunners and/or their respective affiliates that have a credit relationship with the Issuer and/or any other member of the Group might from time to time hedge their credit exposure to the Issuer and/or other members of the Group pursuant to their customary risk management policies. Typically, the Joint Bookrunners and their respective affiliates would hedge such exposure by entering into transactions that 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 might adversely affect the trading price of an investment in the Notes.

The Joint Bookrunners and their respective affiliates might also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and might hold, or recommend to clients that they acquire, long and/or short positions in such securities and/or instruments.

The Bank has agreed in the Subscription Agreement, in connection with the issue and offering of the Notes, to indemnify each Joint Bookrunner against certain liabilities, or to contribute to payments that the Joint Bookrunners are required to make because of those liabilities.

LEGAL MATTERS

Certain matters relating to the issuance of the Notes will be passed upon for the Bank by Mayer Brown LLP (or affiliates thereof) as to matters of English and United States law and by Özmen Yalçın Avukatlık Ortaklığı as to matters of Turkish law (other than with respect to tax-related matters). Certain matters of English and United States law will be passed upon for the Joint Bookrunners by Allen & Overy LLP and certain matters of Turkish law will be passed upon for the Joint Bookrunners by Gedik Eraksoy Avukatlık Ortaklığı (which will also pass upon matters of Turkish tax law).

OTHER GENERAL INFORMATION

Authorisation

The most recent update of the Programme and the further issue of notes thereunder have been duly authorised by a resolution of the Board of Directors of the Issuer dated 30 November 2023 and the issuance of the Notes has been specifically authorised by a resolution of the Board of Directors of the Issuer dated 18 March 2024.

Legal Entity Identifier (LEI)

The Legal Entity Identifier (LEI) of the Issuer is 789000KAIHOLSQKQ9858.

Listing of the Notes

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and to trading on GEM and this Offering Circular has been approved by Euronext Dublin. It is expected that admission of the Notes to the Official List and to trading on GEM will be granted on the Issue Date, subject only to the issue of the Notes.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as Irish listing agent for the Bank in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on GEM.

Documents Available

For as long as the Notes are admitted to the Official List and to trading on GEM, the following documents (or copies thereof) may be inspected at the registered office of the Issuer:

(a) the articles of incorporation (with a certified English translation thereof) of the Issuer,

(b) the BRSA Financial Statements incorporated by reference herein,

(c) when published, copies of the latest audited annual and unaudited interim financial statements of the Bank (in English) delivered by the Bank pursuant to Condition 4.2 (for the purpose of clarification, such financial statements are not, and shall not be deemed to be, included in (or incorporated by reference into) this Offering Circular),

(d)(i) the Agency Agreement (including the forms of the Deed of Covenant and the Deed Poll); *provided* that such need not include any agreement supplemental to the Agency Agreement relating to a Series that is neither admitted to trading on GEM nor a regulated market in the EEA nor offered in the EEA in circumstances in which a prospectus is required to be published under the Prospectus Regulation, and (ii) the supplemental agency agreement thereto dated the Issue Date relating to the Notes, and

(e) a copy of this Offering Circular and the Base Offering Circular.

In addition, for such period, copies of the documents that are to be available as described in clauses (a) through (d) are (or, as applicable, are expected to be) available in electronic format on the Issuer's website (as of the date hereof, at: https://www.vakifbank.com.tr/investor-relations.aspx?pageID=625); *provided* that: (i) the articles of incorporation of the Issuer can be found at https://www.vakifbank.com.tr/investor-relations-corporate-governance-actarticles-of-association.aspx?pageID=1305 and (ii) with respect to such documents (or portions thereof) that are incorporated by reference herein, see "Documents Incorporated by Reference" above. Such website does not, and shall not be deemed to, constitute a part of, nor is incorporated into, this Offering Circular.

Clearing Systems

The Rule 144A Global Note(s) has/have been accepted into DTC's book-entry settlement system and the Regulation S Registered Global Note has been accepted for clearance through Euroclear and Clearstream, Luxembourg (CUSIP: 90015WAN3, ISIN: US90015WAN39 and Common Code: 280068306 with respect to the Rule 144A Global

Note(s) and ISIN: XS2793703500 and Common Code: 279370350 with respect to the Regulation S Registered Global Note). For the FISN and CFI codes, see the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the applicable ISIN.

Scheduled payments on each Note will be paid only to the Person in whose name such Note was registered in the Register at the close of business on the applicable Record Date. With respect to Notes represented by a Global Note on a Record Date, this thus means that payment will be made by (on or behalf of) the Issuer to the applicable Clearing System (or its nominee or depositary) and, as a result, each holder of a beneficial interest in such Global Note should consider that such Clearing System might credit the account of its applicable direct participant(s) only after receipt of payment from the Issuer (including potentially applying such credits on a later day) and/or might use a different application process (such as a record date that differs from the Record Date), which payment such direct participants might themselves only credit to the account of their own customers as per their own timing and other procedures (and so on through any indirect participant(s) until the ultimate investor's account is credited with funds). As noted in the Base Offering Circular, payments by Clearing Systems to their direct participants and then by such direct participants (and indirect participants) to their own customers will be governed by standing instructions and customary practices and will be the responsibility of the Clearing Systems and such participants and not of the Issuer. For example, notwithstanding the Record Date established in the Conditions of the Notes, the Issuer has been advised by DTC that, through DTC's accounting and payment procedures, DTC will, in accordance with its customary procedures, credit payments received by DTC on any payment date based upon DTC's Direct Participants' holdings of beneficial interests in the Notes on the close of business on the New York Business Day immediately preceding each such payment date (and Direct Participants and Indirect Participants are expected to credit such amounts to the accounts of DTC Beneficial Owners, which credits will be made pursuant to such Participants' procedures). A "*New York Business Day*" for these purposes is a day other than a Saturday, a Sunday or any other day on which banking institutions in New York City, New York are authorised or required by law or executive order to close.

As of the date hereof: (a) the address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, (b) the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg and (c) the address of DTC is Depositary Trust Company, 55 Water Street, New York City, New York 10041, United States of America.

No Material Adverse Change or Significant Change

As of the date of this Offering Circular, the Issuer hereby confirms that, other than to the extent described in (including the information incorporated by reference into) this Offering Circular, there has been: (a) no material adverse change in the prospects of the Issuer since 31 December 2023 and (b) no significant change in the financial or trading position of the Issuer since 31 December 2023.

Legal and Arbitration Proceedings

Neither the Bank nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings that are pending or threatened of which the Bank is aware) in the 12 months preceding the date of this Offering Circular that might have or in such period had significant effects on the Bank's and/or the Group's financial position or profitability.

Interests of Natural and Legal Persons Involved in the Issue

Except with respect to the fees to be paid to the Joint Bookrunners, as far as the Bank is aware, no natural or legal person involved in the issue of the Notes has an interest, including a conflicting interest, that is material to the issue of the Notes.

Independent Auditors

The BRSA Annual Financial Statements have been audited by independent auditors EY, all in accordance with the Turkish Auditor Regulation and Standards on Independent Auditing that are part of the Turkish Auditing Standards published by the POA as stated in their audit report included in each of such BRSA Financial Statements.

EY is located at Maslak Mahallesi Eski Büyükdere Cad. Orjin Plaza No:27 Kat: 2-3-4, Daire: 54-57-59, 34485 Sarıyer, İstanbul, Türkiye, is an independent auditor in Türkiye and is authorised by the BRSA to conduct independent audits of banks in Türkiye.

In accordance with the applicable laws of Türkiye, the Group is required to replace its independent auditor at least every seven years. EY has been selected to be the Group's independent auditing firm since 2021.

Each of EY's reports included in the BRSA Financial Statements incorporated by reference herein contains a qualification (see "Risk Factors – Risks Relating to the Group and its Business – Other Group-Related Risks – Audit Qualification" in the Base Offering Circular for further information).

Material Contracts

The Bank has not entered into any material contract outside the ordinary course of its business that could result in the Bank being under an obligation or entitlement that is material to its ability to meet its obligations to investors in respect of the Notes.

INDEX OF DEFINED TERMS

PRINCIPAL OFFICE OF THE BANK

Türkiye Vakıflar Bankası T.A.O.
Finanskent Mahallesi Finans Caddesi No: 40/1
Ümraniye, İstanbul
Türkiye

JOINT BOOKRUNNERS

Abu Dhabi Commercial Bank PJSC
Head Office, Sheikh Zayed Street
Abu Dhabi
United Arab Emirates

Emirates NBD Bank PJSC
c/o Emirates NBD Capital Limited
Level 7, ICD Brookfield Place
Dubai International Financial Centre (DIFC)
P.O. Box 506710
Dubai, United Arab Emirates

First Abu Dhabi Bank PJSC
FAB Building
Khalifa Business Park – Al Qurm District
Abu Dhabi P.O. Box 6316
United Arab Emirates

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

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

MUFG Securities EMEA plc
Ropemaker Place
25 Ropemaker Street
London EC2Y 9AJ
United Kingdom

QNB Capital LLC
Level 3
QNB Msheireb Downtown
Doha, State of Qatar

Société Générale
29, boulevard Haussmann
75009 Paris
France

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

FISCAL AGENT AND PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

REGISTRAR, TRANSFER AGENT AND PAYING AGENT

The Bank of New York Mellon SA/NV, Luxembourg Branch
2-4 rue Eugene Ruppert
L-2453 Luxembourg
Duchy of Luxembourg

TRANSFER AGENT

The Bank of New York Mellon, New York Branch
240 Greenwich Street
New York, New York 10286
United States of America

LEGAL COUNSEL TO THE BANK AS TO ENGLISH AND UNITED STATES LAW

Mayer Brown International LLP
201 Bishopsgate
London EC2M 3AF
United Kingdom

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
United States of America

LEGAL COUNSEL TO THE BANK AS TO TURKISH LAW

Özmen Yalçın Avukatlık Ortaklığı
Büyükdere Caddesi, No: 191
Apa Giz Plaza, Kat: 9
Levent, İstanbul, 34330
Türkiye

LEGAL COUNSEL TO THE DEALERS AS TO ENGLISH AND UNITED STATES LAW

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

LEGAL COUNSEL TO THE DEALERS AS TO TURKISH LAW AND TURKISH TAX COUNSEL

Gedik Eraksoy Avukatlık Ortaklığı
River Plaza, Kat: 17
Büyükdere Caddesi, Bahar Sokak No. 13
TR-34394 Levent, İstanbul
Türkiye

LISTING AGENT

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2
Ireland

INDEPENDENT AUDITORS TO THE BANK

Güney Bağımsız Denetim ve Serbest Muhasebeci Mali Müşavirlik Anonim Şirketi
Maslak Mahallesi Eski Büyükdere Cad. Orjin Plaza No:27 Kat: 2-3-4
Daire: 54-57-59 34485
Sarıyer, İstanbul
Türkiye