

The undersigned Intermediary

Name \_\_\_\_\_

Address \_\_\_\_\_

## COOPERATION AGREEMENT BETWEEN EURO DENIZ IBU (HEREINAFTER "BANK") AND INTERMEDIARY

This Agent Agreement (the "Agreement") is executed by and between on one hand ..... having its registered offices at the address of ..... (the "Intermediary") and on the other hand Euro Deniz IBU, having its registered offices at the address of ..... (the "Bank") (hereinafter to be collectively referred to as the "Parties"), for the purpose of establishing referral partnership under the following terms and conditions. The Parties hereby declare and agree that the Agreement will be subject to the following terms and conditions.

### Purpose and content

Both the Bank and the Intermediary provide services for their joint clients. In the context of this Agreement, the Bank agrees to pay certain compensation to the Intermediary in return for introducing the Bank clients.

This Agreement governs the rights and duties of the two parties and the type, calculation, rates, and payment modalities of the compensation to be paid by the Bank to the Intermediary.

### Rights and Liabilities of Parties

*The Intermediary undertakes:*

- to attract new Clients to the Bank;
- to search and summarise public information on the Client in the Bank's interests, systematise the obtained data on the Client and his activity and verify by available means whether the information provided by the Client corresponds with actual circumstances;
- to inform Clients on services offered by the Bank;
- to gather information and documents necessary for Client identification according to the internal regulatory documents of the Bank;
- to accept, keep and submit the documents and materials addressed to the Bank;
- to accept, keep and submit to the Client documents and materials intended for the Client;
- to assist the Client with drafting documents necessary for opening an account and providing services to the Client in the Bank;

*The Bank undertakes:*

- to provide the Agent with all relevant information and materials for fulfilling the Agent's functions according to the conditions of the Agreement;
- to provide the Agent with information on Bank's Tariffs and Conditions of financial services rendered in case of alteration.;
- to duly pay the Agent remuneration in accordance with the Compensation clause of this agreement.

### **Compensation**

The Bank shall pay compensation to the Agent in the amount of EUR 300 for each referral in case it becomes a client/customer of the Bank.

The referral commission is to be paid if the Client activates an account.

The Agent understands that the Bank clients pay Bank in accordance with contracts entered into by Company and such clients. The Bank shall have the right at any time to set-off any amounts now or hereafter owing by the Agent to Bank against amounts which are then or may thereafter become due or payable to the Agent under this Agreement.

The Bank is not obliged to pay the referral commission until the Agent Agreement is signed by both Parties.

### **Exclusivity**

For the term of this Agreement, Agent shall have the non-exclusive right to introduce prospective clients to the Bank who are not already known to the Bank.

No contract between a bank and an Agent shall contain any exclusivity clause.

An Agent may provide agent banking services to multiple banks provided that: (a) the Agent has separate contracts for the provision of such services with each bank; (b) the Agent has the capacity to manage the transactions for the different banks; (c) the bank seeking to appoint an Agent has assessed and is satisfied as to the capacity of the Agent to manage transactions for different banks; (d) appropriate internal control systems to, inter alia, protect the confidentiality of customer information of each bank are in place; and (e) appropriate steps are taken to ensure that information of a customer of one bank is not disclosed to another bank.

### **Representations and Warranties**

Both Parties are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of a third party or violate any other agreements between the Parties, individually or any law/governmental regulation.

### **Indemnity**

The Parties agree to indemnify the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount, which results in negligence or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect after termination of the Agreement by its natural termination or the early termination by either Party.

### **TERMINATION OF PARTNERSHIP**

The Partnership may be dissolved at any time during the joint lives of the Partners by a Partner giving notice in writing to the other Partners of his intention to dissolve the Partnership, in which case the Partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if no date of dissolution is mentioned, as from the date of communication of the notice.

## **Authority**

Both Intermediary and Bank have full power and authority to enter and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that they have fully read the Agreement, understand it and agree to be bound by it. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names.

## **Applicable law/Venue**

This Agreement shall be subject to Turkish law. The venue of execution and collection for Intermediaries residing or domiciled abroad as well as the exclusive legal venue for all proceeding shall be Nicosia. Notwithstanding this rule, the Bank shall have the right to sue the Intermediary before the competent court of the Intermediary's residence or domicile before any other competent court.

Date

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