

## PROMISE CUSTOMER INFORMATION FORM

This form has been created to inform customers within the scope of the BRSA Communiqué.<sup>1</sup>

### **2. Basic Features of the Promise (Wa'd):**

A promise is a person's declaration to another that they will make a future disposition for their benefit. The promisee is free to take advantage of this promise or not. The promise is that the two parties mutually guarantee that they will dispose in the same place and time in the future.

The promise process is not a contract, but a unilateral commitment. If the promise is bound to a condition, duration, price, behavior or event, it will be binding on the promiser.

The subject of the promise must comply with the Principles and Standards of Interest-Free Banking.

If the parties have not yet reached the stage of establishing a contract, the promise method can be used for the future establishment of the contract.

### **2. Compliance of the Goods or Service with the Principles and Standards of Interest-Free Banking:**

The legitimacy of promises and promising transactions is based on the basic principles of Islamic law. In this context, the promise-based transactions performed by participation banks comply with the principles and standards of interest-free banking to the extent that they comply with these principles.

### **3. The Position of Customer in the Promise Framework:**

In the promise process, the customer is the promiser, and the participation bank is the promisee.

### **4. Process and Functioning:**

The customer submits the request for the promise transaction to the participation bank. In this request, all the details of the transaction that the parties will need and that will prevent a dispute between them will be provided. The Customer informs the participation bank about the amount of assets such as commodities, securities, gold, silver, foreign currency or Turkish lira that they want to trade (sell or purchase) as futures. Based on the customer's promise, the transaction is performed on the due date and the customer fulfills their obligation.

### **5. Rights and Obligations Enforced on the Parties by the Promise:**

If the customer does not fulfill their promise and obligations until the specified maturity, withdraws from the transaction, and does not pay the required amount to the participation bank, the participation bank may recoup any actual damage/losses that may arise due to such transactions from the customer.

All kinds of taxes, duties, fees, funds and similar legal expenses arising from the transactions to be made and the realization of the promise will be covered by the customer.

Participation bank may ask for guarantees up to the transaction amount and in any kind in exchange for damages that may arise from market movements and the risk of the customer not fulfilling their obligations.

The promiser party declares, accepts and undertakes to pay the promised amounts on the due date.

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<sup>1</sup> Communiqué on Procedures and Principles Regarding Informing Customers and the Public Within the Scope of Interest-Free Banking Principles and Standards that was published by the Banking Regulation and Supervision Agency (BRSA) and in the Official Gazette dated 30 November 2021 and numbered 31675