

EXECUTION VERSION

DEED POLL

8 JULY 2020

AKBANK T.A.Ş

USD 500,000,000 6.800 per cent. Notes due 2026

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED POLL is made on 8 July 2020 by **AKBANK T.A.Ş.**, a joint stock company incorporated under the laws of the Republic of Turkey with registered offices at Sabanci Center 4. Levent 34330 Istanbul, Turkey and registered with the Istanbul Trade Registry under registration number 90418 and Central Trade Registry System (MERSIS) Number: 0015001526400497 (the **Issuer**), in favour of Holders (as defined below) and prospective purchasers from time to time (together, the **Beneficiaries**).

WHEREAS:

- (A) The Issuer proposes to issue USD 500,000,000 6.800 per cent. Notes due 2026 (the **Notes**, which expression shall, if the context so admits, include the Global Certificates to be delivered in respect of the Notes) pursuant to the Agency Agreement.
- (B) Pursuant to a subscription agreement dated 3 July 2020 and entered into between the Issuer and the joint bookrunners named therein (the **Joint Bookrunners**), the Issuer has appointed the Joint Bookrunners to act as joint bookrunners in respect of the Notes on the terms and subject to the conditions set out therein.
- (C) The Issuer, in order to ensure compliance with Rule 144A (**Rule 144A**) under the United States Securities Act of 1933, as amended (the **Securities Act**) in connection with resales of the Notes, has agreed to comply with the information delivery requirements of Rule 144A(d)(4) under the Securities Act so long as it is necessary to do so.

NOW THIS DEED WITNESSETH as follows and is made by way of deed poll:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used but not defined in this Deed shall have the same meanings given to them in the terms and conditions of the Notes (the **Conditions**), unless otherwise defined herein.

2. FURNISHING OF INFORMATION

The Issuer undertakes that so long as any of the Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, during any period when it is not subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the **Exchange Act**), or it is not 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 (each a **Holder**) of such restricted securities and to each prospective purchaser (as designated by any Holder), upon the request of a Holder or prospective purchaser, the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act.

3. BENEFIT

This Deed shall take effect as a deed poll for the benefit of the Beneficiaries from time to time and for the benefit of the Joint Bookrunners. This Deed shall be deposited with and held by the Fiscal Agent until all the obligations of the Issuer under this Deed have been discharged in full.

The Issuer acknowledges the right of every Beneficiary and Joint Bookrunner to the production of, and the right of every Beneficiary and Joint Bookrunner to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Beneficiary and Joint Bookrunner, and that each Beneficiary and Joint Bookrunner shall be entitled severally to enforce those obligations against the Issuer.

4. STAMP DUTIES

The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Beneficiary or Joint Bookrunner to enforce the provisions of this Deed.

5. WARRANTIES

The Issuer represents, warrants and covenants with each Beneficiary and Joint Bookrunner that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes legal, valid and binding obligations of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Other than the Beneficiaries and the Joint Bookrunners, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.
- 7.2 Subject to subclause 7.3, the Issuer agrees for the benefit of the Beneficiaries and the Joint Bookrunners 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) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (including any dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and accordingly submit to the exclusive jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales).
- 7.3 To the extent permitted by law, each Beneficiary and Joint Bookrunner may take any suit, action or proceedings (including any proceedings relating to any non-contractual obligations arising out of or in connection with this Deed) (together referred to as Proceedings) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.
- 7.4 The Issuer hereby appoints Law Debenture Corporate Services Limited at its registered office for the time being in England, to accept service of any Proceedings on its behalf and, agrees that, in the event of Law Debenture Corporate Services Limited being unwilling or unable for any reason to act, it will immediately appoint another person as its agent for service of process in England. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this clause shall affect the right to serve process in any other manner permitted by law.
- 7.5 The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justices of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedural Law of Turkey (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Turkey in connection with this Deed, in addition to other permissible legal

evidence pursuant to the Civil Procedure Code of Turkey (Law No. 6100), any 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 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 sentence of Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Turkey (Law No. 5718).

- 7.6 To the extent that the Issuer may in any jurisdiction claim for itself or its assets or revenues any immunity in relation to any Proceedings, including without limitation, immunity from the jurisdiction of any court or tribunal, suit, service of process, injunctive or other interim relief, any order for specific performance, any order for recovery of land, any attachment (whether in aid of execution, before judgment or otherwise), any process for execution of any award or judgement 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 fullest extent permitted by the laws of such jurisdiction. Without limiting the generality of the foregoing, the Issuer agrees that the foregoing waiver of immunity shall have the fullest scope permitted under the U.S. Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for purposes of such Act.

IN WITNESS whereof this Deed has been entered into as a deed poll by the Issuer on the date which appears first on page 1.