DANAMON BISA HAJI GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Danamon BISA Haji Financing ("**General Terms and Conditions**") are general terms and conditions for Customers who obtain Danamon BISA Haji Financing facilities from PT Bank Danamon Indonesia, Tbk through their Sharia Business Unit ("**Bank**"). The terms and conditions contained in this General Terms and Conditions are a binding agreement (Akad) between the Customer and the Bank which is an integral part of the Danamon BISA Haji Financing Application Form ("**Form**") signed by the Customer.

1. DEFINITION

a. **An agreement** is a written agreement/agreement between the Bank and the Customer that contains the rights and obligations for each party in accordance with sharia principles that govern financing facilities, along with all amendments, additions, extensions, affirmations, and renewals that are an integral part of the terms and conditions of financing along with all documents made in connection with such financing.
b. **The Ijarah Contract** is a contract for the transfer of benefits for the provision of services between Ajir (service provider/Bank) and Musta'jir (service recipient/Customer) for the object of Ijarah in the form of a Special Hajj Package (PHK) where the Bank receives Rewards (ujrah) from the Customer.
c. **Family Members** are members of the Customer's family who also order the Special Hajj Package as stated in the Form.
d. **Installments** are the amount of obligations that must be repaid by the Customer to pay off the Financing, consisting of the principal of Financing and Ujrah.
e. **Correspondence Address** is the Customer's address used for sending a Letter (*Welcome Letter*) either in the form of *an email* address or a residential address recorded in the Bank's system.
f. **The Bank** is PT Bank Danamon Indonesia Tbk through its Sharia Business Unit domiciled in South Jakarta, including all branch offices and work units.
g. **Administration Fee** is the fee charged by the Bank to the Customer for administrative services provided by the Bank.
h. **The Hajj Financial Management Agency**, hereinafter abbreviated as **BPKH,** is an institution tasked with managing hajj finances which includes the receipt, development, expenditure and financial accountability of Hajj.
i. **Customer Information File (CIF)** is a *file* containing Customer profile data that is stored completely in a centralized system.
j. **Retention Fund** is a sum of funds that must be deposited by the Customer into the Payment Account at the beginning of the application for Financing which will be blocked by the Bank.
k. **The form** is a Financing application form filled out and submitted by the Customer to the Bank which is an integral part of this General Terms and Conditions.
l. **Working Days** are the Monday to Friday on which the Bank conducts its business activities (outside of official holidays set by the Government or bank holidays determined by the Regulator.
m. **Multijasa Ijarah is** the provision of funds from the Bank to the Customer for the transfer of benefits for the service of providing Special Hajj Packages within a certain time with rental payment (ujrah).
n. **Pilgrims** are individuals who will perform Special Hajj which is referred by PIHK Partners to the Bank to obtain financing.
o. **Financing Term** means the Financing Term agreed upon by the Bank and the Customer.
p. **The Financing Amount** is the value of the Financing approved by the Bank and must be repaid by the Customer to the Bank.
q. **PIHK Partners** are PIHK that collaborates with the Bank in referring prospective pilgrims who need financing and organizing Special Hajj pilgrimages based on the power of attorney (wakalah) from the Bank.
r. **The Customer** is an individual/individual who has applied for Financing based on the Form.
s. **Danamon BISA Hajj Financing** or **Financing** is a financing product in the form of providing funds from the Bank to the Customer based on the Ijarah contract for the purpose of purchasing a Special Hajj Package within a certain time with ujrah payment.
t. **Special Hajj Package** is a Special Hajj travel package provided by PIHK to pilgrims.
u. **The implementation of the Special Hajj** is the implementation of the Hajj pilgrimage carried out by the organizers of the Special Hajj pilgrimage with special management, financing, and services.
v. **The Special Hajj Organizer,** hereinafter abbreviated as **PIHK**, is a legal entity that has a business license to carry out the Special Hajj pilgrimage.
w. **Offer** is an offer of Financing from the Bank to the Customer either through the Customer's email address registered in the Bank's system, telephone, directly or through other offer media.
x. **The Statement of Customer**'s Consent is the statement and agreement given by the Customer to the Bank in connection with the Financing submitted by the Customer, both as stated in the Form, General Terms and Conditions, and PDC, which are an integral unit.
y. **PDC or *Pre Disbursement Call*** is the final confirmation through a recorded telephone made by the Bank to the Customer to the Customer's telephone number recorded in the Bank's system before the disbursement of Financing is carried out.
z. **Payment Account** is the Customer's account at the Bank that is opened based on sharia principles, becomes a debit source account for Installment payments and can be used to conduct other transactions other than those related to the Financing transaction as stated in the form.
aa. **Disbursement Account** is the Customer's account with the Bank that is opened based on sharia principles (as stated in the Form), which is used to accommodate the disbursement of Financing.
bb. **A Savings Account** is a Customer's account at a Bank that is opened based on sharia principles, in addition to Payment Accounts and Disbursement Accounts.

cc. **The Hajj Registration Letter**, hereinafter referred to as **SPPH,** is a Hajj registration letter obtained and filled out by prospective pilgrims when they are going to register for Hajj at the local Regency or City Ministry of Religion office.

dd. **The Special Hajj Registration Letter**, hereinafter abbreviated as **Special SPH,** is a proof of Special Hajj registration that contains a Portion Number issued by the minister in charge of government affairs in the field of religion.

ee. **A *Welcome Letter*** is a notification letter submitted by the Bank to the Customer through the Customer's Correspondence Address, which contains information regarding the Financing Amount, Financing Term, Financing Purpose, PIHK, Special Hajj Package selected, name of the prospective Special Hajj Pilgrim, Payment Account, Ujrah, Installment Date, and the amount of monthly Installment.

ff. **The Installment Date** is the date on which the Customer is obliged to make installment payments in accordance with the amount and period that has been agreed upon by the Bank and the Customer based on the PDC and the Welcome *Letter*.

gg. **Repayment Date** is the last Installment Date where the Customer is obliged to make the last installment payment in accordance with the amount and period that has been agreed upon by the Bank and the Customer or the date of repayment submission from the Customer (accelerated repayment).

hh. **Disbursement Date** is the date on which the Bank disburses the Financing to the Disbursement Account in accordance with the Financing Amount that has been agreed upon by the Bank and the Customer based on the PDC and the Welcome *Letter.*

ii. **Ta'widh** is the compensation fee imposed by the Bank to the Customer for the delay in payment of Installments to the Bank.

jj. **Ujrah** is the service reward / *fee* charged by the Bank to the Customer for what must be paid by the Customer for the Financing transaction, which has been agreed by the Parties through the Welcome *Letter* and PDC.

2. TYPE, CONTRACT, PURPOSE, AND TERM OF FINANCING FACILITY

The following terms and conditions apply to the Financing facility:

a. Type of Financing Facility: Danamon BISA Haji
b. Financing Agreement: Ijarah Agreement
c. Financing Purpose: Registration of Special Hajj Packages as stated in the Form and as the provision of services for managing portion registration and the implementation of Special Hajj Packages for Customers
d. Financing Scheme: Multi-service Ijarah
e. Financing Term: According to the Financing Term approved by the Bank as stated in the Welcome *Letter*
f. The approval/rejection of the Financing application submitted by the Customer based on the Form is the Bank's sole authority. The Bank reserves the right to accept/reject the Customer's application based on the Bank's own consideration and decision.

Sec. 3. **INSTALLMENTS**, **UJRAHS, AND FEES**

a. Implementation of the principle of Multi-Service Ijarah Ijarah
   1) The Bank provides registration for the Special Hajj Package to the Customer, and the Customer will pay Ujrah to the Bank on the rental of the Contract Object.
   2) Ujrah to the Bank is fixed and is paid in installments during the Financing Period.

b. For the financing facilities provided by the Bank, there will be administrative fees or the like, which will be charged to the Customer. Customers mustplace administrative costs at the beginning according to the number of packages per financing.
c. Based on the Ijarah contract, the Customer is obliged to make Ujrah payments to the Bank for the Financing that has been provided by the Bank to the Customer. The amount of Ujrah will be taken into account in the Installments that must be paid by the Customer during the Financing Period and/or until the Financing facility has been paid off.
d. The Customer is required to make Installment payments in the amount and according to the payment schedule that will be submitted by the Bank to the Customer through PDC and Welcome *Letter.*
e. The Customer is required to pay the Administration Fee for each Financing application approved by the Bank
   - IDR 2,000,000 (two million Rupiah) for 1 (one) Special Hajj Package.
   - IDR 1,500,000 (one million five hundred Rupiah) for 1 (one) Special Hajj Package if the number of Special Hajj Packages submitted for Financing is more than 1 (one) package.

   The Customer is required to provide funds for the payment of the Administration Fee on the Payment Account before the financing disbursement is carried out.
f. Other costs incurred in connection with the Financing will be informed by the Bank to the Customer through PDC and Welcome *Letter*.
g. For every delay in payment of Installments, the Customer will be charged a compensation fee (Ta'widh) of IDR 100,000 (one hundred thousand Rupiah) per month if there is a delay in payment.
h. Installment payments, Ujrah, Administration Fees, and Ta'widh must be deposited into the Payment Account.

4. FINANCING DISBURSEMENT

a. Disbursement of financing can only be done if in the Bank's opinion the following requirements have been met:
   1) The Customer has completed the following Financing application documents:
      - Signed General Terms and Conditions and Forms
      - Copy of Identity Card (KTP)
      - Copy of Personal NPWP, if the application limit is above IDR 50,000,000 (fifty million Rupiah)
      - Photocopy of Family Card (KK), if the application for financing for the Special Hajj package is more than 1 (one) package
      - Power of Attorney for Cancellation of Hajj Deposit Funds in the Customer's Transactional Account at BPKH (Hajj Financial Management Agency)
      - Salary slip/ tax return/ Savings Account for the last 3 months (following the program conditions)
      - Credit card Billing Payment (following the terms of the program)
      - Letter of Employment (if required)
      - SIUP/TDP (when required)

   2) The Customer has filled in and submitted to the Bank all Financing application documents properly and correctly.
   3) The customer already has a Disbursement Account and a Payment Account
   4) The Customer has deposited a minimum of 2 (two) Installments and administration fees in accordance with the General Terms and Conditions.
   5) The Customer has confirmed and approved the terms and conditions of the disbursement of Financing submitted by the Bank through PDC.

b. Proof of crediting of the Financing Amount to the Disbursement Account is valid evidence of the disbursement of Danamon BISA Haji Financing on behalf of the Customer, and the Customer hereby acknowledges that the proof of crediting is valid evidence that the Customer has received Danamon BISA Haji Financing from the Bank in the amount of the Financing Amount.

c. Based on the power of attorney from the Customer to the Bank, the disbursement funds from the Financing facility that have been transferred to the Disbursement Account will then be transferred to the BPKH account as stated in the Form. The amount of funds to be debited from the Disbursement Account to be transferred to the BPKH account is the value of the initial deposit fee for the Special Hajj pilgrimage determined by the government based on the applicable laws and regulations. If the amount of the Financing disbursement is less than the initial deposit fee for the Special Hajj pilgrimage, then the Customer must first provide the remaining shortfall of the fee.

d. Customers and/or Family Members are not allowed to cancel the registration of the Special Hajj Package that has been financed by the Bank without prior written approval from the Bank.

e. The Financing Facility provided by the Bank to the Customer may be postponed, canceled, and terminated at any time based on the Bank's consideration and discretion. The Bank will provide written notice to the Customer regarding the implementation of the delay, cancellation or termination of the Financing facility.

5. INSTALLMENT PAYMENTS

a. Installment payments will be made on each previous Installment Date and/or Business Day if the date falls on a day outside of the Business Day.

b. Installment Payment via debit from the Payment Account.

c. If the Disbursement Date is different from the Installment Date, the Customer is obliged to pay the current ujrah obligation on the difference between the Disbursement Date and the Installment Date, the amount and time of which will be informed by the Bank.

d. Installment Payment is considered valid if the debit of funds to the Installment Payment Account has been successfully made.

e. Each Installment payment will first be intended for the payment:
   i) Tree; ii) ujrah; iii) costs; or will be adjusted to the policies applicable at the Bank.

6. ACCELERATED REPAYMENT

a. The Customer can make an accelerated repayment before the end of the Financing Term for the entire remaining Financing amount.

b. The Customer is obliged to repay the Financing Amount owed if the departure schedule for the Special Hajj pilgrimage for the Customer or Family Member occurs earlier than the end of the Financing Period.

c. The Customer is required to notify the Bank of the intention of the accelerated repayment no later than 7 (seven) Business Days before the Accelerated Repayment Date. For this accelerated repayment, the Customer will be charged an accelerated repayment Administration Fee in accordance with the applicable provisions of the Bank.

7. EVENTS OF OMISSION AND CANCELLATION

a. An Event of Negligence is the occurrence of one of the following events:
   - Installments are not paid in full by the Customer at the time and in the manner specified in these General Terms and Conditions and the Retention Fund is no longer available, where the passage of time alone is sufficient and valid evidence that the Customer has neglected its obligations.
   - If, according to the Bank, the Customer does not comply, is late or fulfills but only partially, at least one of the terms and conditions in the General Terms and Conditions, and other documents related to Financing,

including but not limited to the fulfillment of the required and prohibited matters in the manner and within the time stipulated in the General Terms and Conditions, and other related documents;

- A statement or guarantee, certificate or document provided by the Customer and/or Family Members in connection with the General Terms and Conditions and other documents related to Financing is found to be incorrect or not in accordance with the actual facts/statements;
- If, in the Bank's judgment, the Customer's ability, financial condition, bonafide and solvency decline in such a way that the Customer is unable to repay its debts or if an event or circumstance occurs that may adversely affect the Customer's finances or the benefits obtained by the Bank from the Financing;
- The Customer is in the process of bankruptcy or postponement of payment of debt obligations (*surseance van betaling*) either submitted by the Customer itself or other third parties, or for any reason the Customer is no longer entitled to manage and control his assets;
- The client dies, or is declared to be under guardianship (*Onder Curatele Gesteld*);
- The customer is included in the list of bad loans and/or the national blacklist (*blacklist*) issued by the competent authority;
- The Customer and/or Family Member neglects to carry out obligations or violates the provisions in the General Terms and Conditions, and/or other documents related to Financing;
- The Customer is involved in a legal proceeding that in the Bank's opinion may affect the Customer's ability to carry out the Customer's obligations under the General Terms and Conditions;
- The Customer and/or Family Member refuses to sign and/or submit the documents required by the Bank in connection with the Financing.

b. In the event of an Event of Negligence, all remaining Financing Amount owed can be collected by the Bank and must be repaid by the Customer immediately and in full. For this reason, based on the power of attorney (Wakalah) of the Customer and Family Members, the Bank has the right to apply for the cancellation of the Special Hajj Package for Customers and Family Members to BPKH through PIHK Partners.

c. The results of the refund of the registration fee for the Special Hajj Package for Customers and Family Members from BPKH must be used to pay off the entire amount of financing owed by the Customer to the Bank. In the event that the return result is insufficient to pay off the Financing Amount owed, then the deficiency remains the Customer's obligation to the Bank and must be paid by the Customer immediately and at once at the time of collection by the Bank. If there is an excess of funds returned after being used to pay off the Financing Amount owed, the funds will be returned to the Customer and become the Customer's right.

8. POWER

CUSTOMER AUTHORITY

In connection with the Financing submitted by the Customer and approved by the Bank, the Customer hereby grants the consent and authority to the Bank to:

1. Provide Customer data to PIHK Partners in the context of registration and implementation of Special Hajj in accordance with the Special Hajj Package that will be carried out by PIHK Partners.
2. Transfer disbursement funds from the Financing facility from the Disbursement Account to the BPKH account in the amount determined by the government for the initial deposit for the Special Hajj pilgrimage.
3. Receive original documents from PIHK Partners in connection with the registration of the Special Customer Hajj Package in the form of:
   - Original proof of initial deposit of the Special Hajj Package issued by the Bank
   - Customer-Only SPH
4. Apply for cancellation of registration for the Special Hajj Package to BPKH through PIHK Partners in the event of an Event of Negligence as stipulated in this General Terms and Conditions.
5. Block, unblock and debit the Customer's accounts at the Bank (Payment Account for installment payments and Retention Fund and/or Savings Account) for the payment of Installments and/or Customer's obligations that are still owed to the Bank.
6. Wakalah Agreement: (i) the granting of power of attorney from the Bank (representative) to the Service Provider Partner (representative) to provide and serve the Customer in fulfilling the Ijarah Object, namely layoffs at the agreed time between the Bank and the Customer; and (ii) the granting of power of attorney (wakalah) from the Customer to the Bank to apply for cancellation of the registration of the Special Hajj pilgrimage in the event of an Event of Negligence.

POWER OF FAMILY MEMBERS

In connection with the Financing submitted by the Customer and approved by the Bank, the Family Member hereby grants the consent and authority to the Bank to:

1. Providing Family Member data to PIHK Partners in the context of registration and the Implementation of Special Hajj Pilgrimage according to the Special Hajj Package to be carried out by PIHK Partners
2. Receive original documents from PIHK Partners in connection with the registration of the Special Customer Hajj Package in the form of:
   - Original proof of initial deposit of the Special Hajj Package issued by the Bank
   - SPH for Family Members
3. Apply for cancellation of registration for Special Hajj Packages to BPKH through PIHK Partners in the event of Negligence Events as stipulated in these General Terms and Conditions.

   The powers of attorney as stated in these General Terms and Conditions shall not terminate for any reason whatsoever (excluding the provisions as stated in Articles 1813, 1814 and 1816 of the Indonesian Civil Code), unless all of the Customer's obligations to the Bank have been fulfilled.

9. CLASSIFICATION OF PAYMENT COLLECTIBILITY AND ITS CONSEQUENCES

a. The Customer agrees that the Bank will report financing information, including the smooth payment of Financing to the Creditor Data Reporting System on a monthly basis, which is owned and managed by the Regulator, in accordance with applicable laws and regulations.

b. The smooth payment will be reported based on the collectibility mentioned below:

1. "Smooth" collectibility
   That is a condition where the Customer makes a payment of the Financing bill in the amount of the installment payment stated in the welcome letter and the payment is received by the Bank not exceeding the payment due date every month.
2. Collectibility "In Special Attention" is a condition if the amount owed has not been paid or is in arrears for 1-90 (one to ninety) calendar days after the payment due date has passed.
3. "Less Smooth" Collectibility is a condition in which payments on the amount owed have not been made or are in arrears for 91-120 (ninety-one to one hundred and twenty) calendar days after the payment due date has passed.
4. "Doubtful" collectibility is a condition in which the Special Hajj financing customer has not been able to make payments of the amount owed or in arrears for 121-180 (one hundred and twenty-one to one hundred and eighty) calendar days after the payment due date has passed.
5. "Jammed" Collectibility is a condition in which the Special Hajj financing Customer does not make payments or in good faith to make payments of the amount owed, or if the payment of the amount owed has not been made or is in arrears for more than 180 (one hundred and eighty) calendar days after the payment due date has passed.

The Bank has the right at any time at its own discretion or consideration to downgrade collectibility in accordance with the provisions of the regulator. If there is more than 1 (one) Bank credit/financing facility, the collectibility status will refer to the lowest credit/financing quality.

c. Consequences of each Collectibility: The Bank has the right to apply for cancellation of the Special Hajj Package for Customers and Family Members to BPKH through PIHK Partners.

Sec. 10. APPLICABLE LAW AND DISPUTE RESOLUTION

a. The validity, interpretation and execution of these Terms and Conditions shall be governed by and subject to the applicable laws of the Republic of Indonesia.

b. Regarding these General Terms and Conditions and all their consequences, the Bank and the Customer agree and agree to choose a permanent and general legal place of residence at the Clerk's Office of the South Jakarta Religious Court, without prejudice to the Bank's right to file a claim against the Customer at the Religious Court anywhere in the territory of the Republic of Indonesia, in accordance with the applicable regulations.

11. OTHER

a. Customers are required to pay off the remaining cost of the Special Hajj Package directly to PIHK Partners after there is a scheduled departure for the Special Hajj Pilgrimage.

~~b.~~ The Bank in accordance with its own considerations and decisions, reserves the right to transfer either all or part of the rights arising in connection with the implementation of these General Terms and Conditions/financing agreement (together with any amendments, additions or extensions thereof) to other parties and the CUSTOMER agrees that the transferee of the relevant rights will receive the same benefits as those granted to BANK under these General Terms and Conditions and/or the Form. In the event that BANK transfers the rights either partially or fully, the CUSTOMER agrees and hereby authorizes BANK to submit data and/or information related to the Form and/or General Terms and Conditions to the party who will receive the transfer and the CUSTOMER remains bound and subject to the terms and conditions in this General Terms and Conditions and the Form as well as other agreements/contracts related to the Financing facility.

c. Every notification/correspondence from the Bank to the Customer will be carried out through the Customer's data that has been recorded with the Bank, so that the change in data (change of home address, office, telephone number/mobile phone number and others) must be notified to the Bank accompanied by supporting documents. If the Customer does not make such notice, all consequences of the change are the responsibility of the Customer.

d. The Customer is required to follow and comply with all applicable provisions at the Bank.

e. The Customer is obliged to provide clear and complete information when required by the Bank.

f. These General Terms and Conditions are an integral part of the Offer, Form, Customer Consent Statement, PDC and *Welcome Letter*.

g. By submitting the Form and agreeing to the Customer's Consent Statement and these General Terms and Conditions as well as the disbursement of Financing on behalf of the Customer by the Bank, the Customer acknowledges and is valid proof that the Customer has received Financing from the Bank in the amount of Financing.

h. The Bank will inform the Customer in advance of any changes in benefits, costs, risks through the communication media available at the Bank and in the event that the Customer does not agree with the changes, the Customer may send a statement of objection to the Bank within 30 (thirty) working days from the time the notice of change is sent/announced through the communication media available at the Bank. In the event that the Customer intends to terminate/close the products and/or services that have been obtained, the Customer is obliged to complete all its obligations first.

i. With the passage of the aforementioned time, the Customer agrees that the Bank will assume that the Customer agrees to the change.

j. If there is any provision in these General Terms and Conditions which by reason of a Government or court order is prohibited or unenforceable or becomes invalid or declared null and void, it is unenforceable or rendered invalid in these General Terms and Conditions, and such other provisions shall remain in force and binding and enforceable as specified in these General Terms and Conditions.

k. Customers can submit complaints about banking transactions/services orally or in writing through the nearest Bank Danamon branch office or Hello Danamon (1-500-090) or via email at hellodanamon@danamon.co.id.

l. Procedures regarding Customer Complaint services can be accessed through the https://www.danamon.co.id/id/Personal/Lainnya/Proses-Penanganan-Keluhan-Nasabah website

m. PT Bank Danamon Indonesia Tbk is licensed and supervised by the Financial Services Authority and Bank Indonesia, and is a guarantee participant of the Deposit Insurance Corporation.

These General Terms and Conditions have been adjusted to the provisions of laws and regulations including the provisions of the Financial Services Authority (OJK) Regulation and are subject to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI).