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General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies to Other Banks

(with the same and/or different foreign currency) PT Bank Danamon Indonesia, Tbk.

through D-Bank PRO

1. The General Terms and Conditions of Overbooking & Transfer of Funds in Foreign Currencies to Other Banks of PT Bank Danamon Indonesia Tbk ("General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies") stated herein is an integral part of the General Terms and Conditions of D-Bank PRO of PT Bank Danamon Indonesia Tbk ("General Terms and Conditions of D-Bank PRO").
2. Definitions that are not specifically stipulated in this General Terms and Conditions will refer to definition stated in the General Terms and Conditions of D-Bank PRO.
3. Customer hereby agrees and bind themselves to all terms and conditions as follows:

A. Definition

The definition of the terms used in the General Terms and Conditions for Transfer of Funds in Foreign Currencies to Banks is as follows:

1. The Applicant shall mean an Initial Applicant, Initial Issuing Bank, and all Advising Banks who issue a fund transfer instruction.
2. Initial Applicant shall mean the Party that first issues a fund transfer instruction.
3. Issuing Bank shall mean an Initial Issuing Bank and/or the Advising Bank who submit a Fund Transfer Instruction.
4. Initial Issuing Bank shall mean a bank who receives a Fund Transfer Instruction from an Applicant to pay or instruct another Bank to pay a certain amount of funds to the Beneficiary.
5. Beneficiary Bank shall mean an Initial Issuing Bank, an Advising Bank and/or a Final Beneficiary Bank who receives a fund transfer instruction, including the central banks and other Banks conducting inter-Banks payment settlement activities.
6. Advising Bank shall mean a Beneficiary Bank other than an Initial Issuing Bank and a Final Beneficiary Bank.
7. Final Beneficiary Bank shall mean a bank making payments or delivers the transferred funds to the Beneficiary.
8. Beneficiary shall mean a party as mentioned in the fund transfer instruction who receives the transferred funds.
9. Overbooking shall mean a fund transfer between the Customer accounts in the Bank based on the Customer's instruction.

B. Overbooking

1. Overbooking Transactions in foreign currency (in the same currency and different currency) can be conducted by the Customer as Applicant through D-Bank PRO.
2. Bank will process Overbooking instruction after all required data for transaction is complete in accordance with the applicable provision of the Bank and the funds will be deducted as the Overbooking instruction is carried out and delivered to Beneficiary account.
3. The Bank System will proceed the Overbooking Transactions according to the data submitted by the Customer through D-Bank PRO and will transmit information related to Overbooking Transactions by

using distinct words, codes or numbers in accordance with the applicable laws and regulations as well as the applicable provisions in the Bank.

4. If required, with the approval of the Customer, Bank are entitled to request additional information (including but not limited to documents/other related letters) by verifying and confirming with the Applicant about the transaction.
5. Same Currency Overbooking (in the same currency):
 - a. is a transfer transaction instructed by Applicant to their own Account or to other parties account within the Bank in the same currency with the source account.
 - b. enable to be conducted for immediate transaction, future date and recurring within 24 hours a day and 7 days a week.
6. Cross Currencies Overbooking:
 - a. is an Overbooking instructed by the Applicant to Beneficiary account within the Bank in different currency with the source account.
 - b. only for immediate transaction, with the currency rate at transaction is executed.
 - c. only available on Bank Business Day with limitation time between 09.00 am - 03.00 pm WIB. Transactions that are submitted out of limitation time will not be processed.
 - d. Types of transactions that can be performed are:
 - i. Foreign currency to IDR.
 - ii. Foreign Currency Transactions into other currencies available in the Bank.
7. Transaction is a success if funds/Customer's account has been deducted by the Bank. The exchange rates applied at the time the Customer agreed to proceed the transaction by Clicking "Submit" button.
8. Customer agrees that the Cross Currency transaction are subject to the prevailing regulations and conform to the requirements set out by the Bank.
9. Customer hereby agrees that Bank has the full authorization to:
 - a. reject to execute overbooking instruction if Customer does not complete all required data related to overbooking instruction and/or Customer rejects to provide additional required information (based on applicable procedure of the Bank) or because of insufficient funds or inactive source of account, including but not limited to, if the Customer transfer funds exceed the amount of the credit balance resulting in Customer account balances into debit (overdraft) without any credit facility that has been approved by Bank in writing and required loan documentation has been completed prior to the transaction and if certain conditions occur debit the Customer's account (overdraft), the Customer agrees and is willing to pay overdraft interest according to applicable provisions;
 - b. cancel or postpone or block or return the overbooking transaction if there is a request from the authorities (i.e.: PPATK or other authorized agency) and/or law enforcement officer, based on applicable regulation or cancel the overbooking and/or transfer instruction based on a court decision;
 - c. apply charges related to the execution of overbooking by the Bank, or other charges related to overbooking instruction. The fee is fully approved to be imposed in accordance with the Customer instruction as the Applicant. The amount and charging process shall be in accordance with the applicable provision in the Bank;
 - d. amend the terms and conditions of Overbooking and those amendments will be notified based on this Terms and Conditions of Overbooking and/or Transfer.
10. Customer hereby agrees that the transfer instruction that has been executed by the Bank shall bind the Customer automatically at the time of Bank receives transfer instruction and the transfer instruction cannot be canceled/changed for any reason.
11. The Customer hereby agrees, warrants and releases the Bank from any liabilities, charges, claims from any parties (including the Customer and Beneficiary), and any responsibility on any losses and/or risks that arise from:

- a. Customer negligence in completing overbooking instruction;
- b. Rejection by the Bank as mentioned in item above;
- c. every reduction of the transaction nominal value for taxes or charges or depreciation; or
- d. Unavailability of currencies that are instructed to be transferred due to any restriction on the conversion or transfer, the request/implementation of the military or the seizure of power, acts of war or civil strikes or other causes which are beyond the Bank's control.

12. In addition to the terms and conditions in the General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies, the Customer hereby declares to be subject to and bound by the prevailing laws and regulations in the Republic of Indonesia, as well as all regulations stipulated by Bank Indonesia in connection with overbooking transactions, both those that have existed and those that will be stipulated in the future, and the prevalence in banking practices

C. Transfer of Funds in Foreign Currencies to Other Banks

1. The Bank will implement the transfer instruction after the data related to the transfer is received completely and clearly in accordance with the provisions applicable to the Bank.
2. Transfer using foreign currencies shall be subject to the exchange rates applicable to the Bank at the time of such transaction.
3. In the event that the transfer is made in a foreign currency that is different from the currency of the source account, the sale/purchase will be made first in the rupiah currency, and then the sale/purchase will be made in the foreign currency of transferred account.
4. The Bank system will transfer funds according to the data inputted by the Customer (Applicant) via D-Bank Pro Service, including sending news related to fund transfers using distinct words, codes or numbers (if any) in regard of and subject to the prevailing laws and regulations as well as customs applicable to the Bank.
5. The transfer transaction in foreign currencies (Remittance) shall apply under the following conditions:
 - a. The type of transfer transaction service in foreign currency is only for Immediate Transactions using the foreign currency (value) at the time of such transaction, where the fund will be deducted by the Bank if the fund in the account are sufficient and the fund will be debitted when the fund transfer transaction is made and remitted to the Beneficiary's account.
 - b. The types of transfer transactions in foreign currency that available are as follows:
 - i. Transactions from Rupiah to a foreign currency available in the Bank.
 - ii. Transactions from a foreign currency to the same foreign currency.
 - iii. Transactions from a foreign currency to other foreign currency available in the Bank.
 - c. The transfer transactions in foreign currency only available on the Bank Business Days with a transaction time between 09.00 WIB - 15.00 WIB and the Customer agrees that the transactions related to Foreign Exchange is subject to the applicable laws and regulations and the Customer agrees to fulfill the requirements as determined by the Bank.
 - d. The transfer transactions in a foreign currency made within the transaction time limitation will be processed on the same business day. The transactions out of time limitation cannot be executed.
 - e. The transfer transactions from Rupiah to foreign currency to a bank within the territory of the Republic of Indonesia can be carried out provided that the Applicant and Beneficiary are the same individuals (identical).
 - f. The transfer transactions from Rupiah to foreign currency are subject to prevailing regulations and purchases of foreign currency against Rupiah shall not exceed USD 100,000.00 (one hundred thousand United States dollars) or equivalent per month per customer as stipulated in the banking regulations in Indonesia.

6. Bank only guarantees the full transfer amount to Correspondent Bank and Beneficiary Bank. Any additional fees charged by the Correspondent Bank or Beneficiary Bank will be the responsibility of the Beneficiary.
7. The Bank has the right to and hereby is granted the full authority/power to take common actions under the Bank's provisions, among others: using a Correspondent Bank, an Agent or a Sub Agent, and/or making a Transfer from a place determined by the Bank in the event there are disruptions to the Bank's operational system.
8. The Applicant hereby agrees that the transfer instruction that has been implemented by the Bank will automatically bind the Applicant when the Bank receives such transfer instruction and the transfer instruction cannot be canceled/changed for any reason.
9. In the event of a rejection of acceptance or return, the Customer/Applicant hereby agrees that the fund will be refunded by the Bank by crediting the original account and shall be carried out in accordance with the procedures applicable to the Bank.
10. The implementation of fund transfer is subject to the prevailing laws and regulations of the Country of Beneficiary Bank where the payment will be made, including but not limited to the Provisions of Foreign Currency Exchange Restrictions from the Government or other restrictions applicable to D-Bank PRO at the time the payment instruction is received by the Bank.
11. If necessary, the Bank with the approval of the Customer has the right to request additional information (including but not limited to other related documents/ letters) by verifying and confirming the Customer with regard to the transaction.
12. The Bank has the right to terminate or cancel a transfer transaction in Customer's foreign currency if the Customer does not comply with the Provisions of Foreign Currency Exchange Restrictions from the Government and/or other restrictions and/or other Government/ Banking regulations related to the transaction applicable to the D-Bank PRO at the time the payment instruction is carried out.
13. The Applicant hereby agrees to comply with the requirements/procedures applicable to transfer transactions, including inputting the additional information in connection with foreign exchange traffic activities in accordance with the provisions of Bank Indonesia or other authorized agencies, if the nominal of outgoing transfer transactions in foreign currencies are above USD 10,000.00 (ten thousand United States Dollars) or the equivalent or the amounts determined in the applicable regulations. The Applicant hereby guarantees that any data and information that have been inputted is true, complete and valid.
14. The Applicant hereby agrees that the Bank is fully authorized to:
 - a. refuse to implement a fund transfer instruction if the Applicant refuses to complete the data related to the fund transfer instruction and/or the Applicant refuses to provide other required information (according to the procedures applicable to the Bank) or because the funds are not sufficiently available or because the account is inactive, including but not limited to, if the Customer make a fund transfer that exceeds the amount of the credit balance which causes the Customer's account balance to become an overdraft without any credit facility that has been approved by the Bank in writing and the required credit documentation has been completed before the transaction is made and if in certain conditions the Customer's account balance to become an overdraft, then the Customer agrees and is willing to pay the overdraft interest in accordance with the applicable provisions
 - b. cancel a fund transfer transaction or suspend/ postpone or block or return a fund transfer transaction if there is a request from the relevant authorities (among others: INTRAC or other authorized agencies) and/or law enforcement officials in accordance with applicable regulations or cancel the transfer instruction and/or transfer based on court decision/verdict;

- c. refuse the implementation of a fund transfer if the Beneficiary Bank is not willing to implement the transfer instruction or postpones the crediting if it is related to the rules/regulations in the country of the Final Beneficiary Bank (for example: there are provisions on restrictions on transactions or foreign exchange) or the Beneficiary has not fulfilled the requirements stipulated by the regulations or the Final Beneficiary Bank; provide the Applicant with the data related to transfer transactions if there is a request from the Beneficiary Bank/the Advising Bank/the Final Beneficiary Bank;
 - d. charge fees in connection with the implementation of transfers by the Bank, among others transfer fees, facsimile, telex and/or commissions, services of the Beneficiary Bank/the Advising Bank/the Final Advising Bank, fees for returns and other costs/fees that apply in connection with the implementation/cancellation of orders transfer. And the fees/costs shall be fully agreed to be imposed in accordance with the instruction of the Applicant. The amount and the implementation of such payments will be made in accordance with the applicable Bank regulations;
 - e. Amend the terms & conditions of Overbooking & Transfer of Funds in Foreign Currencies and such amendments will be notified according to this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies.
15. The Applicant agrees and hereby warrants, indemnifies and holds the Bank harmless against all obligations, demands, lawsuits and claims from any party (including from the Applicant himself or the Beneficiary), as well as against the responsibility for any and all losses and/or risks that arise, either due to:
- a. The Applicant's negligence in completing a fund transfer instruction;
 - b. The transfer is late or not accepted or rejected by the Beneficiary bank/the Advising Bank the Final Beneficiary Bank because the Applicant has negligent/mistakenly gave the transfer instruction or because there are restrictions on foreign exchange or for any reason beyond the control of the Bank (including but not limited to damage/ defects/error/disturbance/deficiency/loss in sending the transfer order or news whether delivered by facsimile, telex, swift, BI-RTGS, or other media, or due to mistakes committed by the Beneficiary Bank/the Advising Bank/the Final Beneficiary Bank);
 - c. instruction sent by the Bank are not implemented/postponed by the Beneficiary Bank/the Advising Bank/the Final Beneficiary Bank even though the Bank itself takes the initiative to use the Beneficiary Bank/the Advising bank/the Final Beneficiary Bank;
 - d. there is a temporary suspension or delay or blocking or returns in accordance with the provisions of the applicable regulations;
 - e. crediting the fund back to the Applicant's account in the event of a transfer return from the Beneficiary Bank and all losses arising from returns shall be the full responsibility of the Customer;
 - f. there is a cancellation of the transfer instruction by the Applicant.
 - g. Any reduction in nominal value transacted due to taxes or levies or depreciation; or
 - h. Unavailability of the currency that is instructed to be transferred due to restrictions on conversion or transfer, there is a military request/implementation or power struggle, acts of war or civilian strikes or other causes beyond the control of the Bank.
16. In addition to the provisions which are expressly regulated in these General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies, the Applicant hereby declares to be subject to and be bound by the prevailing laws and regulations in the Republic of Indonesia, any regulations stipulated by Bank Indonesia in connection with fund transfer transactions and/or transfers, either existing or to be determined at a later date, and common banking practices.

D. Complaint Handling

1. Customer and/or Customer representatives may submit complaints regarding banking transactions/services verbally or in writing through the nearest Bank Danamon branch office or Hello Danamon (1-500-090) or via email at hellodanamon@danamon.co.id.
2. Procedures regarding Customer Complaint services can be accessed via the [https://www.danamon.co.id/id/Personal/Lainnya/Proses- Penanganan-Keluhan-Nasabah](https://www.danamon.co.id/id/Personal/Lainnya/Proses-Penanganan-Keluhan-Nasabah).

E. Miscellaneous

1. General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies are an integral part of the Bank's product terms and conditions (inclusive Syariah) and the General Terms and Conditions of D-Bank PRO of PT Bank Danamon Indonesia Tbk including the changes, additions, and updates (hereinafter collectively referred to as "General Terms and Conditions of Banking Services").
2. If there is one provision contained in this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies which due to a government or court decision is prohibited or cannot be implemented or becomes invalid or declared null and void, it shall not affect the validity of the other provisions in the General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies, and such other provisions shall remain valid and binding and enforceable as specified in this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies. In the event of prohibited or unenforceable provisions, the Bank will adjust the provisions and replace them with provisions that can be carried out in accordance with the Bank's policies.
3. In the event of any inconsistency between this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies and marketing media (including but not limited to brochures, terms and conditions of product provisions), the parties agree that the applicable provisions are as set forth in this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies.
4. Bank is not responsible to the customer or any party for any claims, losses and/or for all claims, losses, whatever arises from the non- implementation or delay in carrying out the overbooking and transfer of funds transaction as a result of Force Majeure.
5. The Customer hereby agrees and acknowledges that the Bank reserves the right to amend/modify/complete this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies from time to time. Any changes/additions/updates to this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies will be notified through communication media available at the Bank. In the event that there are changes to the benefits, risks, costs, terms and conditions based on this General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies, the Customer has the right to submit his/her objection in writing to Bank Danamon within 30 (thirty) Working Days from the notification of the changes made by the Bank through the Bank's communication facilities. The Customer agrees that the Customer is deemed to have agreed to the changes in the event that the Customer does not file an objection within that period. If the Customer does not agree to the changes, the Customer has the right to close the banking product/service by first settling all of the Customer's obligations to the Bank (if any).
6. The Customer declares that there are and will be no transactions that indicate money laundering and/or other transactions that are not permitted under the prevailing laws and regulations in Indonesia.
7. The titles and terms used in these General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies are solely intended to facilitate understanding of the contents of the General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies.
8. The Customer agrees to sign additional documents that are reasonably necessary/required by the Bank in connection with Overbooking and transfer of fund transaction.



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9. The General Terms & Conditions Overbooking & Transfer of Funds in Foreign Currencies have been adjusted to the provisions of laws and regulations including the provisions of the Financial Services Authority (OJK) regulations.
10. PT Bank Danamon Indonesia Tbk is licensed and supervised by the OJK, and is a participant of the Indonesia Deposit Insurance Corporation (LPS).