

#### General Terms and Conditions

## Foreign Exchange Purchase and Sales Transactions through D-Bank PRO

## I. GENERAL

- 1. Foreign Exchange Purchase and Sales Transaction Services through D-Bank PRO ("Services") provided by PT Bank Danamon Indonesia Tbk ("Bank Danamon") for customers of Bank Danamon ("Customer"), which will conduct instructions for Foreign Exchange Purchase and Sales Transaction Services through D-Bank PRO.
- 2. General Terms and Conditions of Foreign Exchanges and Sales Transaction Service through D-Bank Pro ("General Terms and Conditions") are an integral entity and part of the General Terms and Conditions of D-Bank Pro.

## **II. DEFINITION**

- The Definition of the term used on these General Terms and Conditions is as follows:
- 1. **D-Bank PRO** is banking transactions and information services provided by Bank Danamon to customers 24 (twentyfour) hours a day and 7 (seven) days a week and can be accessed by the Customer through the application (Mobile Application) or the website using an internet network on cellular/mobile phones or computers/tablets on the site (https://www.dbank.co.id).
- 2. **Exchange Rate** is an exchange rate of a currency from a country against currencies in other countries that apply at Bank Danamon.
- 3. Special Exchange Rate is the exchange rate that apply at Bank Danamon during the trading hours.
- 4. **Trading Hour** is the time of Foreign Exchange Purchase and Sales Transaction that take place on the stock exchange during the stock day.
- 5. **Transaction** is the provision of instructions for Foreign Exchange Purchase and Sales Transactions using the Foreign Exchange Purchase and Sales Transaction Services through D-Bank Pro.

### **III. TRANSACTION TERMS**

- 1. Before the Customer uses the services, Customer must read, know, understand and agree to the characteristics, benefits, risks, fees, and other terms of the transactions.
- 2. Customer must open a Transaction account in a foreign currency at Bank Danamon ("Foreign Currency Account") and have a sufficient funds to carry out the Transaction.
- 3. The Transaction will fail if the funds in the Customer's account are not available at the time Bank Danamon executes the Transaction.
- 4. Transactions that made through D-bank Pro have a different exchange rate compared to the exchange rate found on the counter at a Bank Danamon Branch, which will be informed to the Customer when the Customer makes the Transaction through D-Bank PRO.
- 5. D-Bank PRO can serve transactions in 9 (nine) foreign currencies including: USD, JPY, EUR, GBP, AUD, NZD, CHF, SGD, CNY.
- 6. To Carry out the instructions for the Transaction made by the Customer, Bank Danamon will convert the currency to be Transacted from the Account, the Foreign Currency which is the source account of the Customer's funds, using the exchange rate prevailing at D-Bank PRO, to the currency in the destination account.
- 7. The Customer acknowledges and agrees that the exchange rate prevailing at the bank.

# **IV. TRANSACTION LIMIT**

- 1. The exchange rate Bank Danamon will use during Trading Hours is the Special Rate.
- 2. The limit of conversion transactions or purchases of foreign currencies against Rupiah that can be made through D-Bank PRO is an accumulation equivalent of USD 100,000 per month per customer, which includes transactions, including: Bank Danamon branches and D-Bank PRO.
- 3. The time limit for sending Transaction instructions for the Transactions that Bank Danamon executes on the same day is 09.00 WIB to 15.00 WIB ('Deadline of Transaction Instructions"), while for Transaction instructions sent by the Customer via D-Bank Pro after the Instruction Deadline Transaction, the Transaction will be executed by Bank Danamon on the next Business Day.

# V. STATEMENTS AND GUARANTEES

- 1. The Customer hereby declares and guarantees that every Transaction is made in good faith, and the Customer asks Bank Danamon to carry out the Transaction submitted by the Customer through D-Bank PRO.
- 2. The Customer agrees that any instructions for Transactions from the Customer were received and executed by Bank Danamon through D-Bank PRO. These General Terms and Conditions are accurate, complete, correct, valid, and binding, also function as a competent and perfect evidence for the Transaction application from the Customer before the court.
- 3. In connection with the provision of Transaction instructions through D-Bank PRO, the Customer hereby declares: a. Bank Danamon has absolute authority to accept or reject Transaction instructions from the Customer. If the Transaction instruction is submitted by Bank Danamon, the Customer with this agrees that the evidence of mutation in the Foreign Currency Account (besides other transaction evidence owned by Bank Danamon and/or issued by related parties) is recognized as valid/legitimate and binding evidence for the Customer who clearly proves that Bank Danamon has carried out the Transaction instructions requested by the Customer.
  - b. The Customer understand that there is a risk of Transaction will not be carried out due to events beyond the control of Bank Danamon, including but not limited to failure of the network system, communication lines, or Bank Danamon computer facilities.



- c. In order to execute a Transaction or to carry out a Transaction instruction, a requirement/document and/or additional information is required from the Customer; the Customer is willing to fulfill/complete the requirements at any time by signing the document and/or submitting the information needed/required by Bank Danamon
- 4. The Customer understand and will be fully responsible for all losses, costs, or losses suffered by the Customer for all risks that arise as a result of the Transactions carried out by the Customer through D-Bank PRO.
- 5. The Customer declares has accepted, read, and understood these General Terms and Conditions and agrees to be bound and subject to the provisions. By pressing the "Continue" button on the D-Bank PRO screen to continue the Transaction, the Customer declares that the Customer has the authority and capacity to accept, understand and agree to these General Terms and Conditions, which are with this claimed be valid and legally valid and enforceable.
- 6. The Customer agrees to sign the additional document that is reasonably necessary/required by the Bank in connection with this Transaction.
- 7. Bank Danamon's authority to receive Transaction instructions will continue until: (i) a request for termination of a Transaction by the Customer is received or (ii) Bank Danamon, based on its considerations and capabilities, will no longer provide Transaction services with prior notification to the Customer.

# VI. AUTHORITY

- 1. The Customer hereby authorizes the Bank to debit from, and/or credit to the Customer's account(s) in order to execute Banking Transactions and other fees related to transactions performed via D-Bank PRO.
- 2. All authority given to the Customer in the Terms and Conditions herein is given with the right of substitution and will be applicable as long as the Customer utilizes D-Bank PRO and the Customer's obligations have not been fully completed, thus the authorities will not be removed or will never end for any reasons, including for unlimited causes mentioned in articles 1813, 1814 and 1816 of the Indonesian Civil Code and those authorities are an integral part of the Terms and Conditions herein.

### VII. OTHERS

- 1. Other provisions related to the Service, as long as they are not regulated differently in these General Terms and Conditions, are declared to remain valid and binding on the Customer.
- 2. These General Terms and Conditions are an integral part of the General Terms and Conditions for PT Bank Danamon Indonesia Tbk Accounts and Banking Services and the D-Bank PRO Terms and Conditions.
- 3. The Customer hereby declares that he has read, understands, understands the characteristics of the Bank Danamon product that the Customer will use, and the Customer has understood and understands all the consequences of using Bank Danamon's products, including the benefits, risks, and costs associated with the said Bank Danamon product.
- 4. These General Terms and Conditions have been adjusted to the provisions of laws and regulations, including the provisions of the Financial Services Authority (OJK) regulations.
- 5. PT Bank Danamon Indonesia Tbk is a member of Indonesia Deposit Insurance Corporation (IDIC) deposit insurance program, registered and supervised by the Financial Services Authority.