

GENERAL TERMS AND CONDITIONS OF DANAMON DANA INSTANT

1. DEFINITIONS

In these General Terms and Conditions, unless the parties or the context otherwise require, the terms below shall have the following meanings:

- a. **Installment** means the amount of obligations that must be repaid by the Customer, consisting of principal and interest, as informed in the Pre Disbursement Call and stated in the Welcome Letter.
- b. **Correspondence Address** means the Customer's address used for the delivery of the Welcome Letter and other correspondence media, whether an email address or residential address recorded in the Bank's system.
- c. **Bank** means PT Bank Danamon Indonesia Tbk, domiciled in South Jakarta, including all branch offices and work units.
- d. **Danamon Dana Instant** means an unsecured personal loan facility provided by the Bank to the Customer to fulfil consumptive needs, provided that it does not conflict with the applicable provisions.
- e. **Form** means the Danamon Dana Instant application form signed by the Customer.
- f. **Business Day** means a day on which the Bank conducts its business activities (excluding official holidays determined by the Government or bank holidays determined by the Regulator).
- g. **Facility Term** means the term of use of Danamon Dana Instant by the Customer.
- h. **Loan Amount** means the amount of Danamon Dana Instant loan borrowed by the Customer.
- i. **Customer** means an individual who has submitted an Application.
- j. **PDC or Pre Disbursement Call** means the final confirmation carried out by the Bank before the disbursement of Danamon Dana Instant.
- k. **Offer** means an offer of Danamon Dana Instant addressed to the Customer through the nearest Bank Danamon branch office or through other offer media to be used by the Bank.
- l. **Application** means an application for Danamon Dana Instant submitted by the Customer to the Bank, whether using a Form or other media made available by the Bank from time to time.
- m. **Customer Approval Statement** means the statement and approval of the Customer to the Bank in relation to Danamon Dana Instant, which constitutes an integral part of the Form and these Terms and Conditions. For Customers contacted by telephone by the Bank's officer, the conversation will be recorded and used as evidence of the offer, application and approval of the Danamon Dana Instant product.
- n. **Payment Account** means the account used to pay the Danamon Dana Instant loan, which may be:
 - (1) Savings Account; or
 - (2) an account opened by and with the Bank in the name of the Customer, which is used to hold Installment payments and cannot be used to conduct any transaction other than for the debit of the Customer's obligations to the Bank.
- o. **Disbursement Account** means the account used to disburse Danamon Dana Instant to the Customer in the Customer's name, whether with the Bank or another bank.
- p. **Savings Account** means a savings account owned by the Customer with the Bank which may be used for Installment payments.
- q. **General Terms and Conditions** means the general terms and conditions of Danamon Dana Instant, including any amendments, additions and renewals thereto in the future by the Bank, which may be accessed on the Bank's official website at the following link: bdi.co.id/danainstant
- r. **Disbursement Date** means the date on which the Bank disburses the loan to the Disbursement Account in accordance with the amount and term agreed by the Bank and the Customer based on the PDC and informed in the Welcome Letter.
- s. **Installment Date** means the date on which the Customer must make Installment payments in accordance with the amount and term agreed by the Bank and the Customer through the PDC and informed in the Welcome Letter.
- t. **Repayment Date** means the date on which the Customer must make the final Installment payment.
- u. **Welcome Letter** means a notification letter sent to the Correspondence Address containing information on the Loan Amount, Disbursement Date, Interest Rate, Loan Term, Payment Account, Installment Date, late payment penalty, early repayment penalty and the amount of monthly Installments.

2. GENERAL PROVISIONS OF DANAMON DANA INSTANT

- a. The Bank is entitled to reject and approve an Application or determine the Loan Amount and Loan Term in accordance with the policies and provisions applicable at the Bank from time to time.

- b. The Customer may reject or approve the Loan Amount and Loan Term that may be provided by the Bank by conveying such rejection or by providing the Customer Approval Statement in the PDC.
- c. By providing the Customer Approval Statement in the PDC, the Customer agrees that the Customer shall be subject to and bound by these General Terms and Conditions.

3. DISBURSEMENT OF DANAMON DANA INSTANT

- a. The disbursement of Danamon Dana Instant will be made to the Disbursement Account on the Disbursement Date, after the Customer provides the Customer Approval Statement in the PDC.
- b. The Bank shall not be responsible for any loss that may be suffered by the Customer in connection with the instruction to disburse to the Disbursement Account caused by the Customer's error/negligence.
- c. The Customer agrees that the Bank may cancel the disbursement of Danamon Dana Instant and terminate Danamon Dana Instant immediately, even though the Bank and the Customer have agreed on the Loan Amount and Loan Term in the PDC, including but not limited to the following reasons:
 - (i) the Customer's credit quality becomes lower than "Current" based on the information available to the Bank, including based on reports in the Financial Information Services System (SLIK) managed by OJK;
 - (ii) Documents, statements, or other information submitted by the Customer to the Bank are incorrect, false or misleading;
 - (iii) The Customer breaches the provisions of the Representations and Warranties as referred to in point 8 of the General Terms and Conditions;
 - (iv) there is a return (refund of funds) on the instruction to transfer the Loan Amount to the Disbursement Account for any reason whatsoever.

In the event of such cancellation of disbursement, the Customer releases the Bank from all claims, lawsuits, demands for compensation from any party whatsoever (including from the Customer himself/herself).

4. INTEREST, PENALTIES AND ADMINISTRATION FEES

- a. The Customer agrees that the Bank is entitled to charge interest on the Loan Amount at the interest rate conveyed by the Bank in the PDC and which will be informed by the Bank through the Welcome Letter or other communication media available at the Bank in accordance with the applicable provisions.
- b. The Customer agrees that the Bank is entitled to review and/or make changes to the interest rate imposed on Danamon Dana Instant due to:
 - (i) changes in market conditions, financial conditions, or macroeconomic conditions; and/or
 - (ii) other circumstances as deemed reasonable by the Bank.
- c. Interest shall be calculated and paid on an annuity in arrear basis, whereby the Installment amount that must be paid by the Customer every month is fixed, provided that the composition of principal debt and interest in the Installment will change proportionally during the Loan Term.
- d. The Customer declares that he/she understands and agrees that, in connection with the annuity in arrear interest method as referred to above, the interest composition in the Installment will be greater than the principal debt composition in the Installment at the beginning of the Facility Term, and the principal debt composition will gradually increase while the interest composition will decrease for each Installment amount.
- e. For each delay in Installment payment, the Customer shall be charged a penalty in accordance with the provisions applicable from time to time at the Bank. The penalty shall be charged on the overdue Installment amount, and shall continue to apply until the Customer settles all such overdue obligations.
- f. The Customer will be charged an administration fee or similar fee, which will be charged directly upon the disbursement of Danamon Dana Instant, such that the Danamon Dana Instant disbursement proceeds received by the Customer shall be the Loan Amount less the administration fee or similar fee. For the avoidance of doubt, the calculation of the Customer's debt to the Bank shall be the Loan Amount.

5. INSTALLMENT PAYMENT

- a. The Customer must provide funds at least in the amount of the Installment in the Payment Account no later than the Installment Date. Any delay by the Customer in providing funds by such date will result in the imposition of a penalty on the Customer. If the Installment Date falls on a non-Business Day, the Customer must provide funds 1 (one) Business Day beforehand.
- b. Installment payment shall be deemed to have been made when the Bank has successfully performed the debit.

- c. Funds available on the Payment Date will be used by the Bank to fulfil the Customer's payment obligations in the following order: i) fees/penalties (if any); ii) interest; iii) principal debt; or will be adjusted in accordance with the policy applicable at the Bank, which will be notified by the Bank through communication media available at the Bank in accordance with the applicable provisions.
- d. In the event that the Customer uses a Payment Account opened specifically only for the payment of obligations arising from Danamon Dana Instant, and subsequently:
 - (i) the balance in the Payment Account is nil (0); and
 - (ii) the Customer has settled all of his/her obligations to the Bank.then the Bank may close such Payment Account.
- e. In the event that the Customer uses a Payment Account opened specifically only for the payment of obligations arising from Danamon Dana Instant, and subsequently:
 - a. there is a balance in the Payment Account; and
 - b. the Customer has settled all of his/her obligations to the Bank;then the Customer may submit a request for the return of the remaining funds through the nearest Bank branch office or contact Hello Danamon at 1-500-090. If within 3 (three) months after the Repayment Date there are still funds in the Payment Account, the Bank is entitled to charge an inactive account fee in accordance with the applicable provisions in an amount determined by the Bank.
- f. All obligations of the Customer owed to the Bank shall continue to be billed and shall remain the obligations of the Customer and/or his/her guarantor, curator, guardian or heirs, as well as his/her successors in title, in accordance with the applicable provisions.

6. EVIDENCE OF DEBT

- a. Upon the disbursement of Danamon Dana Instant by the Bank to the Disbursement Account, the Customer fully acknowledges that he/she owes and has payment obligations to the Bank in the amount of the Loan Amount together with interest and other fees informed by the Bank from time to time through communication media available at the Bank in accordance with the applicable provisions.
- b. The Customer agrees that the amount of the Customer's debt in connection with Danamon Dana Instant shall be evidenced by:
 - (i) the Bank's records of the Payment Account or the Customer's accounts administered by the Bank;
 - (ii) letters, documents or other records issued or published by the Bank in connection with Danamon Danamon Dana Instant provided to the Customer.

7. EARLY REPAYMENT BEFORE MATURITY

- a. The Customer may repay all Danamon Dana Instant debt before the Repayment Date by notifying the Bank of such early repayment intention at least 7 (seven) Business Days before the early repayment date. For early repayment, the Customer will be charged an early repayment fee in accordance with the provisions applicable at the Bank, which may be accessed by the Customer on the website bdi.co.id/danainstant.
- b. The Bank will convey details of the amount of funds that must be paid by the Customer for such early repayment through communication media available at the Bank. Such details consist of the principal debt and early repayment fee. The Customer must ensure that funds are effectively available in the Payment Account on the early repayment date.
- c. The Customer may not cancel an early repayment request.

8. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents and warrants to the Bank regarding the following matters:

- a. The Customer is not involved in any civil case, state administrative case, tax claim, criminal case, or any dispute whatsoever;
- b. all documents, data, information, and statements provided by the Customer in connection with Danamon Dana Instant, whether provided before the disbursement of Danamon Dana Instant or provided during the Facility Term, are true, complete and accurate;
- c. The Customer does not violate any other agreement that applies to and binds the Customer, legal provisions, government policies, orders of the competent authorities, or court decisions applicable to the Customer;
- d. The Customer is not being petitioned for or already declared bankrupt and/or is not subject to a suspension of debt payment obligations (PKPU) case;
- e. The Customer is entitled and authorised to obtain Danamon Dana Instant, including having obtained approval from the Customer's lawful spouse if the Customer is married and there is no separation of assets

in the marriage, provided that the Bank is entitled to request proof of approval from the Customer's spouse at any time if requested by the Bank.

9. CUSTOMER OBLIGATIONS

During the Facility Term, the Customer must:

- a. carry out all obligations as stipulated in the General Terms and Conditions, including but not limited to the obligation to make payments on time;
- b. comply with all legal provisions, government policies, and/or orders or instructions from the competent authorities;
- c. immediately notify the Bank of any change to the Correspondence Address, home/mobile telephone number, email address through the Bank branch office or Hello Danamon (1-500-090) or other communication media available at the Bank, provided that the Customer shall be fully responsible for any consequences arising from the Customer's negligence or delay in informing the Bank of such changes.

10. EVENTS OF DEFAULT

One or more of the following events shall constitute an event of default:

- a. The Customer fails to pay Installments in accordance with the provisions agreed by the Bank and the Customer;
- b. the Customer's assets are seized or come under the control of a curator, such that based on the Bank's assessment it will affect the Customer's ability to pay Danamon Dana Instant;
- c. The Customer breaches or fails to perform any provision of these General Terms and Conditions;
- d. Documents, statements, or other information (including the Representations and Warranties in point 8) submitted by the Customer to the Bank are incorrect, false or misleading;
- e. The Customer breaches any other agreement signed by and between the Customer and another party and/or any other agreement signed by and between the Customer and the Bank and/or any product or service provided by the Bank to the Customer;
- f. there is a change in the Customer's financial condition which, in the Bank's assessment, will affect the Customer's ability to pay the Bank in respect of Danamon Dana Instant;
- g. The Customer violates applicable legal provisions, including but not limited to legal provisions regarding anti-money laundering, counter-terrorist financing, and prevention of proliferation financing of weapons of mass destruction (AML, CFT, and CPF of WMD);
- h. The Customer passes away.

11. ACCELERATION OF DEBT

- a. The Bank is entitled to declare all amounts owed by the Customer due and payable in full and immediately by the Customer even though the Facility Term has not ended, and accordingly to terminate the provision of Danamon Dana Instant, in the event that:
 - (i) an Event of Default occurs as referred to in point 10 above;
 - (ii) there is a change in the economic sector, including the monetary sector, which results in disruption to the Bank's financial condition/ability;
 - (iii) the provision of Danamon Dana Instant by the Bank to the Customer causes the Bank to violate the applicable laws and regulations (including Bank Indonesia regulations or Financial Services Authority regulations), orders or instructions from the competent authorities over the Bank, or court or arbitration decisions.
- b. Specifically for Customers who are employees of the Bank or employees of the Bank group, if the Customer is no longer registered as an employee of the Bank or the Bank group for any reason whatsoever, the Customer must repay all amounts owed to the Bank no later than the effective date on which the Customer ceases employment. For such purpose, the Bank is entitled to deduct all or part of the Customer's rights as an employee held by the Bank and/or funds in accounts administered by the Bank for such repayment.
- c. The Customer agrees that the Bank shall not provide any compensation or liability in any form whatsoever to the Customer or to any other related party in connection with the suspension/termination of Danamon Dana Instant as referred to above.
- d. The Bank and the Customer agree to waive the provisions of Article 1266 of the Indonesian Civil Code, such that to terminate the provision of Danamon Dana Instant, no decision or order from the competent court shall be required.

12. TAXATION

- a. The Customer shall be responsible for all tax obligations arising (if any) in accordance with the tax provisions applicable to the Customer in relation to Danamon Dana Instant, including stamp duty as applicable from time to time under the prevailing laws and regulations.
- b. In the event that, based on the applicable tax provisions, the Bank is required to withhold, collect, or pay tax in connection with the receipt of the Customer's payment obligations for Danamon Dana Instant, the Customer agrees to pay an additional amount of payment obligations (gross up) so that the Bank receives payment in full as it should as if there were no such tax obligation.

13. ASSIGNMENT OF RIGHTS

- a. The Customer agrees that the Bank is entitled to assign, whether all or part of the rights (and obligations) arising in connection with the provision of Danamon Dana Instant to other parties. Such assignment by the Bank shall be made by providing written notification to the Customer. For the purpose of such assignment by the Bank, the Customer hereby gives consent to the Bank to disclose the Customer's data to the relevant third party.
- b. The Customer may not assign part or all of his/her rights and obligations under Danamon Dana Instant to any other third party without prior written approval from the Bank.
- c. In the event that the Bank assigns its rights arising under Danamon Dana Instant, whether in part or in whole, the Customer shall remain bound by and subject to the terms and conditions in these General Terms and Conditions (including any amendments thereto from time to time).

14. CUSTOMER COMPLAINTS

- a. The Customer and/or the Customer's representative may submit complaints, notifications, or changes to Customer data in connection with Danamon Dana Instant through the nearest Bank branch office or Hello Danamon (1-500-090) verbally or by electronic mail (email) to hellodanamon@danamon.co.id.
- b. The procedure for Customer Complaint services may be accessed through the website: <https://www.danamon.co.id/id/Personal/Lainnya/Proses-Penanganan-Keluhan-Nasabah>

15. POWER OF ATTORNEY

The Customer hereby gives approval and power of attorney to the Bank, with the right of substitution, to block, unblock and debit the Customer's account with the Bank, namely the Payment Account and/or other accounts registered in the Customer's name for the payment of the fulfilment of the Customer's obligations owed under Danamon Dana Instant. This power of attorney shall not expire for any reason whatsoever (waiving the provisions as set out in Article 1813 (A power of attorney ends: by the revocation of the power by the principal; by notification of termination of the power by the attorney; by the death, guardianship or bankruptcy of the principal or the attorney), Article 1814 (The principal may revoke his/her power whenever he/she so wishes, and if there is reason for it, compel the attorney to return the power held by him/her) and Article 1816 (The appointment of a new attorney to conduct the same matter results in the revocation of the first power of attorney, effective from the time such appointment is notified to the latter) of the Indonesian Civil Code, and such powers of attorney constitute an integral part of these General Terms and Conditions and shall continue to apply as long as the Customer still has outstanding obligations to the Bank.

16. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

- a. These General Terms and Conditions shall be interpreted and subject to the laws of the Republic of Indonesia.
- b. If there is any difference in interpretation, disagreement and/or dispute ("**Dispute**") arising from or in connection with these General Terms and Conditions, the Bank and the Customer agree to resolve the Dispute by deliberation to reach consensus within a maximum period of 30 (thirty) calendar days from the date one party receives written notice from the other party regarding the existence of such Dispute ("**Deliberation Period**").
- c. If no agreement is reached after the expiry of the Deliberation Period, the Bank and the Customer may choose to resolve the Dispute through mediation at the Alternative Dispute Resolution Institution for the Financial Services Sector in Jakarta (based on written agreement) within 14 (fourteen) calendar days from the expiry of the Deliberation Period ("**Mediation Selection Period**"). Settlement of the Dispute through

mediation at the Alternative Dispute Resolution Institution for the Financial Services Sector shall be carried out within a maximum period of 30 (thirty) calendar days from the commencement of mediation.

- d. In the event that the Dispute cannot be resolved either: (a) by deliberation; and/or (b) because no written agreement is reached after the expiry of the Mediation Selection Period; and/or (c) by mediation; then the Dispute shall be resolved through the South Jakarta District Court.

17. CLASSIFICATION OF PAYMENT COLLECTABILITY AND ITS CONSEQUENCES

- a. The Customer agrees that the Bank submits the Debtor Report for the Danamon Dana Instant Customer to the Financial Information Services System (SLIK) owned and managed by the authorised Regulator/Authority periodically in accordance with the applicable laws and regulations.
- b. Payment performance will be reported based on the following collectability classifications:
- (i) **"Current"** collectability means a condition in which the Customer makes payment of the Danamon Dana Instant bill in the amount of the Installment stated in the Welcome Letter and payment is received by the Bank no later than the Installment Date each month.
 - (ii) **"Special Mention"** collectability means a condition where 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.
 - (iii) **"Substandard"** collectability means a condition where payment of the amount owed has still not been made or is in arrears for 91-120 (ninety-one to one hundred and twenty) calendar days after the payment due date has passed.
 - (iv) **"Doubtful"** collectability means a condition where the Customer has not been able to pay the amount owed or is in arrears for 121-180 (one hundred and twenty-one to one hundred and eighty) calendar days after the payment due date has passed.
 - (v) **"Loss"** collectability means a condition where the Customer does not make payment or show good faith to make payment of the amount owed, or where 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.
- c. The Bank is entitled at any time, based on its own policy or consideration, to downgrade the collectability in accordance with the provisions of the competent authority. If there is more than 1 (one) Bank credit/financing facility, the collectability status determined shall refer to the lowest credit/financing quality.

18. MISCELLANEOUS

- a. These General Terms and Conditions constitute an integral part of the General Terms and Conditions for Accounts and Banking Services of PT Bank Danamon Indonesia Tbk or the General Terms and Conditions for Sharia Accounts and Banking Services and other terms and conditions related to banking products and/or services. In the event of any difference or conflict between such provisions and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- b. By providing the Customer Approval Statement in the PDC, the Customer has read, understood and agreed to these General Terms and Conditions.
- c. The Customer hereby agrees and acknowledges that the Bank is entitled to correct/amend/supplement these General Terms and Conditions from time to time by notification through communication media available at the Bank. In the event of any changes to the benefits, risks, fees, terms and conditions under these General Terms and Conditions and other changes, the Customer is entitled to submit his/her objection in writing to the Bank within 30 (thirty) Business Days from the date such change notification is made by the Bank through the Bank's communication media. The Customer agrees that the Customer shall be deemed to have agreed to the notified changes if the Customer does not submit an objection within such period. If the Customer does not agree to such changes, the Customer is entitled to terminate Danamon Dana Instant by first settling all of the Customer's obligations to the Bank (if any) in accordance with the General Terms and Conditions.
- d. The time period obligation to inform as referred to in letter c above shall be exempted if determined by the government or the competent authority.
- e. If any provision in these General Terms and Conditions is, by virtue of a decree of the Government or a court, prohibited or unenforceable or becomes invalid or is declared null and void by law, such provision shall be unenforceable or invalid under these General Terms and Conditions, and the remaining provisions shall remain valid and binding and may be implemented as stipulated in these General Terms and Conditions.



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- f. The Customer agrees that the Bank may use the services of other parties to conduct collection in connection with the Customer's obligations to the Bank, while still observing the applicable provisions.
- g. The non-exercise or delay in exercising any right, power or privilege by the Bank shall not mean that the Bank waives such right, power or privilege. The partial exercise of such right, power or privilege shall not prevent the Bank from continuing or repeating the exercise of such right, power or privilege. The rights and remedies granted to the Bank under the General Terms and Conditions are cumulative and do not reduce other rights and remedies granted to it by law.
- h. 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.
- i. The headings and terms used in these General Terms and Conditions are solely intended to facilitate understanding of the contents of these Terms and Conditions.
- j. PT Bank Danamon Indonesia Tbk, is licensed and supervised by the Indonesia Financial Services Authority (OJK) and Bank Indonesia (BI), and a member of Indonesia Deposit Insurance Corporation (LPS).