

## GENERAL TERMS AND CONDITIONS DANAMON DANA INSTANT

### 1. DEFINITION

In these General Terms and Conditions of Danamon Dana Instant ("**Terms and Conditions**"), unless the parties or the context otherwise require, the following terms shall have the following meanings:

- a. An installment is the amount of liability that must be repaid by the Customer, consisting of principal and interest calculated based on the interest calculation system agreed upon by the Bank and the Customer.
- b. The Bank is PT Bank Danamon Indonesia Tbk, located in Jakarta, including all branch offices and work units.
- c. Committed means the Danamon Dana Instant credit facility provided by the Bank to the Customer as long as all terms and conditions agreed upon by the parties are fulfilled.
- d. Customer Information File (CIF) is a file containing the Customer's profile data stored in its entirety in a centralised system.
- e. Dana Instant or Loan is a loan facility provided by the Bank to the Customer with a term agreed upon between the Bank and the Customer, which is Committed in nature.
- f. The Danamon Dana Instant Application Form (Form) is a form containing Loan application fields to be filled in by the Customer, along with these Terms and Conditions.
- g. Business Day is a day on which the Bank conducts its business activities (excluding official holidays designated by the Government or bank holidays determined by Bank Indonesia).
- h. Loan Term is the term agreed upon by the Bank and the Customer.
- i. A customer is an individual who has submitted a Danamon Dana Instant application ("loan").
- j. Loan is the amount of the loan approved by the Bank and owed by the Customer to the Bank. A customer is an individual who has submitted an Instant Fund application.
- k. Disbursement account is an account used to disburse Danamon Dana Instant facilities to Customers.
- l. The Payment Account is an account used to pay loans sourced from: (1) a Savings Account or (2) an account opened by and at the Bank in the Customer's name, which is used to collect instalment payments and cannot be used for other transactions except those related to the Customer's loan transactions (such as deposits for installment payments and account debits for installment payment purposes).
- m. A Savings Account is a deposit account owned by the Customer at the Bank that can be used for installment payments.
- n. The Installment Date is the date on which the Customer is required to make installment payments in accordance with the amount and term agreed upon by the Bank and the Customer.

### 2. LOAN APPROVAL AND TERMS

The Customer hereby agrees that the Bank has the right to change the loan details submitted, including the Loan Amount and Loan Term, if the results of the Bank's analysis do not match the Customer's submission in the form.

3. INTEREST, PENALTY, AND ADMINISTRATION FEE

- a. The Customer agrees that the Bank has the right to charge interest on the Loan Amount granted to the Customer, the amount of which will be informed by the Bank and shall apply during the Loan Period.
- b. Interest is calculated on an annuity in arrears basis, which is an interest calculation system where the interest portion is calculated from the remaining principal of the Loan, which decreases after taking into account the installment payment of the principal.
- c. For each late payment on the Installment Payment Date, the Customer shall be subject to a penalty in accordance with the applicable fee provisions.
- d. For the loan facility provided by the Bank to the Customer, an administration fee or similar fee shall be charged, which shall be debited directly at the time of Loan disbursement. Therefore, the funds received by the Customer from the disbursement of the loan facility shall be equal to the principal amount of the loan minus the administration fee or similar fee.
- e. If the balance in the Payment Account (point 1.q.(2) above) is zero (0) and the loan has been repaid in full, the Bank has the right to close the account. However, if there is still a balance (funds) in the payment account, the Customer may request a refund of the remaining funds through the nearest Bank Danamon branch or by contacting Hello Danamon at 1-500-090. If, within 3 (three) months after the loan repayment date, there are still funds in the Payment Account, the Bank has the right to charge an inactive account fee in accordance with the applicable provisions, the amount of which will be determined later by the Bank.
- f. All costs incurred due to incorrect information regarding the Disbursement Account provided by the Customer to the Bank as well as costs related to Loan installment payments shall be borne by the Customer.

4. INSTALLMENT PAYMENT

- a. Installment payments shall be made on each Installment Date and/or the preceding Business Day if such date falls on a public holiday and/or Saturday.
- b. If the Installment Date differs from the Disbursement Date, the Customer shall be obliged to pay the accrued interest on the difference between the Disbursement Date and the Installment Date, the amount and timing of which shall be notified by the Bank.
- c. Installment payments are considered valid if the funds in the Payment Account are available at the time of debit in the amount of the Installment.
- d. Each Installment payment will first be allocated to the payment of i) fees/penalties ii) interest iii) principal or will be adjusted in accordance with the Bank's applicable policies.

5. EARLY REPAYMENT BEFORE THE DUE DATE

- a. Customers may make early repayments before the due date for the entire remaining Loan Amount.
- b. Customers must notify the Bank of their intention to make an early repayment at least 7 (seven) Business Days before the Repayment Date. For this early repayment, Customers will be charged a penalty in accordance with the Bank's applicable provisions.
- c. Specifically for Bank employees who are Customers, including employees of Bank group companies (Bank subsidiaries), then:

In the event that a Customer (Bank employees and employees of Bank group companies) are no longer registered as employees for any reason whatsoever, the Customer must repay the entire Loan Amount to the Bank no later than the effective date of the Customer's termination of employment, and for this purpose, the Bank is entitled and authorised by the Customer to deduct all or part of the Customer's rights as an employee of the Bank and/or from the Customer's Account at the Bank for the purpose of such repayment.

#### 6. NEGLIGENCE

- a. If the Customer i) violates these General Terms and Conditions, or ii) provides false or inaccurate information as stated in this Form, or iii) fails to pay installment payment on the Installment Payment Date, penalties, and other fees owed to the Bank as determined by the Bank, the Customer shall be obliged to repay the entire loan, without the need for a warning letter or other similar letter from the Bank.
- b. If the Customer fails to settle their obligations in accordance with the provisions applicable at the Bank, the Bank shall be entitled to settle the Loan through available legal means, either through the courts or out of court, in accordance with the applicable laws and regulations.

#### 7. AUTHORISATION

The Customer hereby grants consent and authorisation to the Bank to block, unblock and debit the Customer's Account at the Bank (Payment Account for installment payments and/or accounts under the Customer's name in the Customer Information File) for installment payments and/or outstanding obligations. This authorisation shall not terminate for any reason whatsoever (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.

#### 8. APPLICABLE LAW AND JURISDICTION

- a. The validity, interpretation and implementation of these Terms and Conditions are governed by and subject to the laws of the Republic of Indonesia.
- b. With regard to these Terms and Conditions and all consequences thereof, the Customer and the Bank agree to choose the South Jakarta District Court as their permanent and general legal domicile, without prejudice to the Bank's right to file a claim against the Customer in any District Court within the territory of the Republic of Indonesia, in accordance with applicable regulations.

#### 9. OTHERS

- a. In the event of a return transfer of loan disbursement, the Bank may cancel the Loan at any time.
- b. The Bank, at its own discretion and decision, reserves the right to transfer the Loan to any party.
- c. All notifications/correspondence from the Bank to the Customer shall be made through the Customer's data recorded at the Bank, so that any changes to the Customer's data (change of home address, office address, telephone/mobile number, etc.) must be notified in writing to the Bank, accompanied by supporting documents. If the Customer fails to make such notification, all consequences of such changes shall be the responsibility of the Customer.

- d. If a Customer who has taken out credit life insurance through PT Asuransi Jiwa Manulife Indonesia passes away and is still bound by the obligation to repay the Loan to the Bank, then all obligations to repay the Customer's Loan Amount shall be transferred to PT Asuransi Jiwa Manulife Indonesia. However, for Customers who have not taken out credit life insurance through PT Asuransi Jiwa Manulife Indonesia and are still bound by the obligation to repay the Loan to the Bank, the entire obligation to repay the Customer's Loan Amount shall be transferred to the Customer's heirs.
- e. The Customer declares that all data and information provided to the Bank, including any changes thereto, are true.
- f. The Customer is obliged to comply with and adhere to all applicable regulations at the Bank.
- g. The Customer is obliged to provide clear and complete information when required by the Bank
- h. These General Terms and Conditions form an integral part of the Form.
- i. Upon disbursement of the loan in the Customer's name by the Bank, the Customer acknowledges that they have received a loan from the Bank in the amount of the approved Loan Amount.
- j. The Bank shall inform the Customer in advance of any changes to benefits, costs, or risks through the communication media available at the Bank. If the Customer does not agree with such changes, the Customer may send a statement of objection to the Bank within 30 (thirty) working days from the date the notification of change is sent/announced through the communication media available at the Bank. In the event that the Customer intends to terminate/close the product and/or service that has been obtained, the Customer is obliged to settle all of their obligations first. Upon the passage of the above period, the Customer agrees that the Bank will consider the Customer to have agreed to the changes.
- k. If any provision in these Terms and Conditions is prohibited or cannot be implemented or becomes invalid or is declared null and void by a government or court ruling, such provision shall not be implemented or become invalid in these Terms and Conditions, and the other provisions shall remain valid and binding and can be implemented as stipulated in these Terms and Conditions.
- l. These General Terms and Conditions have been adapted to comply with applicable laws and regulations, including the provisions of the Financial Services Authority (OJK) Regulations.