

M2E
PT BANK MAYBANK INDONESIA TBK
TERMS AND CONDITIONS

These are the standard terms and conditions (the "**Standard Terms**") applicable to any account, and related banking service, product or facility we may from time to time provide to you (a "**Service**"). Please note that the list of Services will vary for each country. You should read the Standard Terms carefully before applying for any Service. We are entitled to reject an application from you for any Service at our sole discretion without assigning any reason. The Standard Terms may be supplemented for a given Service by any term contained in that Service's applicable Service Supplement and/or Country Supplement and the Standard Terms shall be read together with all such relevant Service Supplements and Country Supplements (if any) and construed as one document. In addition to these Standard Terms, you will also be bound by any other applicable terms and conditions agreed between you and us relating to account opening and/or banking services, products and/or facilities (the "**Other Terms**"). Unless the context requires otherwise, all capitalized expressions used in the Standard Terms shall have the meaning given to them in Part 1 below.

PART 1 – DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

1.1 The following definitions apply to the Agreement unless otherwise specified in that Agreement:

"Account" shall have the meaning set out in paragraph 3 (Your Responsibility);

"Account Statements" shall have the meaning set out in paragraph 7 (Account Statements);

"Agent" means any representative, agent, correspondent bank, courier, vendor, professional adviser, contractor or third party service provider and **"Agents"** shall be construed accordingly;

"Agreement" means, in respect of each Service, the contract between you and us for such Service, comprising the Solutions and Pricing Proposal (if any), the Letter of Offer, the Standard Terms together with any applicable Service Supplement, Country Supplement and/or the Other Terms, and **"Agreements"** means all such contracts agreed between you and us. For the avoidance of doubt, any Agreement shall not include any term referred to or set out in any brochure, pamphlet and service level agreement;

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"Authorization" means: (a) an authorization, consent, approval, resolution, license, exemption, filing, notarisation, lodgment or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action;

"Authorised Person" means any person you designate in writing (including electronically) as having the authority (either singly or jointly) to issue any instructions or to act on your behalf under an Agreement or in relation to a Service and/or Account, and **"Authorised Person"** shall include, in respect of an Electronic Banking Service, an Authorised User;

"Authorised User" means a person who is authorized to access and use an Electronic Banking Service;

"Business Day" means a day on which we are open for general banking business in the Service Location for the relevant Service;

"Communication" means any transmission of information including any instruction, demand or notice;

"Country Supplement" means the supplemental terms and conditions in respect of a relevant Service provided in a Service Location;

"Electronic Banking Service" means any electronic service which we provide to enable you to access any other Service, or to transmit any Communication electronically;

"Governing Jurisdiction" means the jurisdiction agreed in writing between the parties in the Letter of Offer, or if no such jurisdiction is specified, the jurisdiction in which we are providing the relevant Service;

"Governmental Agency" means any government or any governmental agency, semi- governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organization established under law);

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Insolvency Proceeding" means, in relation to a person, business entity in the form of a legal entity, business entity not in the form of a legal entity if: (a) an order is made or an application or petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that person; (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, provisional supervision or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person; (c) a receiver, administrator, liquidator, administrative receiver, compulsory manager, provisional supervisor or other similar officer, official or creditors' representative is appointed in respect of that person or over any of the assets of that person or a business entity in the form of a legal entity or business entity not in the form of a legal entity; (d) that person or a business entity in

the form of a legal entity or business entity not in the form of a legal entity is declared insolvent or bankrupt under any law; (e) that person or a business entity in the form of a legal entity or business entity not in the form of a legal entity ceases or threatens to cease to carry on all or a substantial part of its business; (f) the holder of any security takes possession of the whole or any material part of the property or assets of that person; (g) that person or a business entity in the form of a legal entity or business entity not in the form of a legal entity enters into a compromise, composition or arrangement with, or assignment for the benefit of, any of its members or creditors (or a class of such creditors); (h) that person or a business entity in the form of a legal entity or business entity not in the form of a legal entity is otherwise unable to pay its debts when they fall due, or suffers an enforcement of any security over any of its assets; (i) the financial position or the value of any securities we hold of that person changes adversely to a material extent in each case in our opinion; or (j) something having a substantially similar effect to the above happens in connection with that person under the law of any jurisdiction;

"Intellectual Property Rights" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in the future subsist);

"Letter of Offer" means any letter and/or document (as may be amended and/or supplemented from time to time) from us to you for any Service;

"Loss" means all loss, liability, damage, costs, and expense (including tax, legal fees and disbursements and cost of investigation, litigation, arbitration, settlement, judgement, award, interest/charges and penalties), and **"Losses"** shall be construed accordingly;

"Maybank Member" means Malayan Banking Berhad or any of its Related Corporations;

"Other Terms" shall have the shall have the meaning set out in the opening paragraph of the Standard Terms;

"Payment Instrument" means any cheque, draft, money order, traveler's cheque or other paper instrument issued to one or more persons;

"Related Corporations" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company (including head offices and branches of the above);

"Representative" means a person's directors, officers or employees;

"Security Code" means any confidential password, activation code, authentication code, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and **"Security Codes"** shall be construed accordingly;

"Security Device" means any token, device, electronic key, smartcard, procedure or other thing issued by us, directly or indirectly, to access or facilitate

access to an Electronic Banking Service and "**Security Devices**" shall be construed accordingly;

"**Service**" shall have the meaning set out in the opening paragraph of the Standard Terms;

"**Service Supplement**" means those additional terms and conditions applicable to a particular Service that we will provide to you, as may be amended from time to time;

"**Service Location**" means the country or jurisdictional location in which the relevant Service is provided to you;

"**Standard Terms**" shall have the meaning set out in the opening paragraph of the Standard Terms;

"**Solutions and Pricing Proposal**" means any solution and pricing proposal (as may be amended and/or supplemented from time to time) from us to you for any Service;

"**Subsidiary**" means, for the purposes of this Agreement, a corporation shall be deemed to be a subsidiary of another corporation, if (a) that other corporation (i) controls the composition of the board of directors of the first-mentioned corporation; (ii) controls more than half of the voting power of the first-mentioned corporation; or (iii) holds more than half of the issued share capital of the first-mentioned corporation (excluding any part thereof which consists of preference shares); or (b) the first-mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary;

"**SWIFT**" refers to the Society for Worldwide Interbank Financial Telecommunications;

"**System**" means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Electronic Banking Service, or update thereto and "**Systems**" shall be construed accordingly;

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty, interest/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxes**" shall be construed accordingly; and

"**User Manual**" means the manual (if any) as may be amended from time to time and other material which we provide or make available to you which sets out user information, guidance, procedures and/or requirements relating to your use of a Service.

"**Payment**" means the credit or transfer of funds by you from an Account to a payee or to another account;

"**Payment Service**" means any Service relating to a Payment; and

"**Standing Instruction**" shall have the meaning set out in paragraph 33 (Standing Instruction).

2. **INTERPRETATION**

Unless a contrary intention appears, any reference in each Agreement to:

- (a) **you, your, yours** and **yourself** shall refer to the person we have provided or are providing a Service to as named in the Letter of Offer or any other Agreement and, where applicable, all trustees, partners and persons identified in paragraph 26 (Joint and Several Liability);
- (b) **we, us, our** and **ourselves** shall refer to the Maybank Member (including the relevant Representative and Agent) identified in the Letter of Offer or any other Agreement as the provider of the relevant Service;
- (c) an **associated corporation** of another corporation means that the second corporation owns or controls at least 20% but not more than 50% of the voting power of the first-mentioned corporation;
- (d) a **document** (including any Agreement) includes any variation or replacement of it;
- (e) **including** shall be construed as **including without limitation**;
- (f) any **instruction** and any action to **instruct** shall also include any request, direction, order, notice and agreement;
- (g) any **invoice** shall include a bill and any other commercial document issued by a seller to a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;
- (h) a provision of **law** is a reference to that provision as amended or re-enacted;
- (i) **party** shall refer to you or us and **parties** means both you and us;
- (j) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;

a **regulation** includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization;
- (k) **vary** a document shall also mean to modify, amend, cancel or waive that document;
- (l) the **singular** includes the plural and vice versa; and
- (m) any **paragraph headings** are inserted for convenience only and shall not affect the interpretation of any provision of any Agreement.

PART 2 - GENERAL

3. YOUR RESPONSIBILITY

- 3.1 You hereby confirm that you understand and are fully aware of the features of any Service offered to you, including any and all risks and benefits associated therewith. You represent that the Authorized User will comply with the provisions of this Standard Terms. You are responsible to ensure that (1) the Authorized User shall be aware of, know, and understand all inherent risks in M2E; and (2) Authorized User will receive and read this Standard Terms and be bound by this Standard Terms.
- 3.2 You confirm that you understand the features of any Service offered to you. Nothing in the Standard Terms should be construed as a representation or recommendation by us concerning an investment in any account or deposit-related Service we and/or any other Maybank Member may provide to you (an "**Account**"). You should seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to any Service.
- 3.3 You represent and warrant that the features of each Service we offer to you are features that will be used for the benefit in a company, corporation, government, or association, joint venture, or partnership (whether or not they have legal status separate) or two or more of the above. We are not responsible for the use of the Services used for interests outside the interests of company, corporation, government, or association, joint venture, or partnership (whether or not they have separate legal status) or two or more of the above.
- 3.4 For each Transaction, you are obliged and responsible for filling in and ensuring all data and instructions are correct and complete. We are not responsible for any consequences arising from your negligence, incompleteness, inaccuracy or unclear instructions.
- 3.5 In using Electronic Banking Services, you are required to (i) keep the security of the Security Code and tokens from any party and for any purpose including family members, friends, Bank employees (ii) not to write the Security Code in any place where it should not be or keep it in written form or on a computer or cell phone application or other storage facility that allows other people to know; (iii) each Security Code must be used with care so as not to be seen by others; (iv) do not use Security Codes that are provided by other people, or are easily guessable such as your birth date or any combination thereof, your phone number and name.

You are fully responsible for the security and confidentiality of the Security Code and tokens and for all transaction instructions that occur based on the use of the Security Code and tokens you have; therefore for all forms of your mistakes / negligence that cause misuse of the Security

Code and tokens, including but not limited to malware crimes, viruses, is entirely your responsibility.

4. **AUTHORISATION**

- 4.1 You represent and warrant to us that: (a) you have the capacity to enter into any Agreement and/or subscribe to any Service; (b) all Authorizations required or desirable in connection with the entry into, performance, validity and enforceability of an Agreement and/or Service have been obtained or effected; and (c) your entry into and performance of any Agreement and/or Service do not and will not conflict with any law or regulation applicable to you.
- 4.2 You agree that we may accept any instruction from (and you are bound by the actions of) any Authorised Person(s). You may revoke or replace an Authorised Person's authority at any time by notifying us in accordance with paragraph 6 (Communications). Any change in a person's authority mandate shall not be effective until: (a) we receive the relevant notification and completed with supporting documents; and (b) where you have requested us to establish a new person as an Authorised Person, we are satisfied of the new person's authority.

5. **INSTRUCTIONS**

- 5.1 You agree that any instruction (including a payment instruction) from an Authorised Person or Authorised Persons (as the case may be) shall be irrevocable and binding. Where such an instruction has been given in accordance with the relevant authority mandate agreed between you and us then we are not obligated to: (a) confirm our receipt of the instruction with you; (b) investigate the authority of any Authorised Person giving the instruction; or (c) verify the authenticity, accuracy or completeness of the instruction, but may do so if we wish.
- 5.2 You agree and acknowledge that by logging into the Electronic Banking Service and using the Security Code and tokens by any party, is a form of instruction and approval by you to authorize us to make transactions through the Electronic Banking Service and therefore, You acknowledge that you will not file any claims related to transaction instructions and agreements and acknowledge that all proof of transaction with us is valid evidence even though it is not written / signed by you and will have the same legal force as signed written instructions by you.
- 5.3 Without prejudice to the paragraph above, we may reject or delay executing any instruction (including a payment instruction) if: (a) any such instruction is, in our sole determination, unclear, conflicting, incorrect, incomplete or in a format (electronic or otherwise) not approved by us; (b) if we have, in our sole discretion, reason to suspect that it is unauthorised, fraudulent or not otherwise authentic; (c) if it is, in our sole discretion, in breach of (or may breach) any of our security procedures, any applicable law or any regulation. The execution of any instruction you give us is also subject to the cut-off times applicable to the Service in question and, where applicable, any credit limit we have agreed with you. Where you ask us to, we will try to stop an instruction before it is executed, but we shall not be responsible for any Loss if we are unable to do so in

time.

- 5.4 We may but do not have the obligation to contact you for further information if any of your instructions are unclear, conflicting, incorrect or incomplete. Any such action we take shall not prejudice our right set out in the paragraph above to reject or delay executing such instruction.

6. **COMMUNICATIONS**

- 6.1 You must provide us with correct and complete contact details, so as to enable us to send you Communications in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details shall be: (a) our branches; (b) Maybank Customer Care 1500611 and (c) email: customercare@maybank.co.id
- 6.2 You may send us any Communication by mail, courier, electronic transmission via any Electronic Banking Service or SWIFT and in the form and format in which we designate or prescribe to you or such other means as we may designate from time to time. If you fail to send us the Communication in the manner as set out above, we may deem that such Communication has not been received by us. Any Communication from you to us is effective only upon actual receipt by us and has been verified by us.
- 6.3 We may send you any Communication by mail, courier, or electronic transmission (including SWIFT) or through our website or by such other means as we may designate from time to time. Unless otherwise provided in an Agreement, any Communication we send to you will be deemed received and effective if: (a) delivered personally, at the time of delivery; (b) sent by post within the same country, three Business Days after posting, or if sent by post from one country to another, seven Business Days after posting; and (c) sent by electronic mail, at the time sent to you unless we receive an automated message that the electronic mail has not been delivered.
- 6.4 All Communications to us must be legible and sent specifically to the applicable officer or service representative we specify to you from time to time.
- 6.5 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.
- 6.6 Where we send a Communication to one of your trustees, partners or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.

7. **ACCOUNT STATEMENTS**

Account statements, confirmations, or advices (the "**Account Statements**") will be issued to you at the frequency and in the manner advised to you from time to time. It is your responsibility to examine promptly each Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately

after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of your Services. Neither us nor any other Maybank Member shall be responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated, subsequently corrected or provided to us by a third party.

8. **SYSTEMS, SECURITY DEVICES AND INTELLECTUAL PROPERTY**

We may provide you with certain Systems and/or Security Device to facilitate the provision of a Service to you. If we do, you agree that: (a) you do not have any right, title or interest in or to the Systems and/or Security Device save as permitted by us under this Agreement; (b) you must use any System strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose(s) stipulated by us; and (c) you agree not to divulge or disclose to any third party any information (including manuals and operating procedures) relating to any System and/or Security Device we provide to you.

8.1 We may (without assigning any reason) terminate or suspend your use of any System and/or Security Devices we provide to you without prior notice to you. Upon termination and/or suspension you shall promptly upon our request return to us all Systems, Security Devices and any other documents relating to this Service. You agree to indemnify and hold us, all other Maybank Members, our Representatives and Agents harmless from and against any and all Losses resulting directly and indirectly from: (a) any breach of any licensing agreement between us and the copyright owners of any software as a result of your use of any System; and (b) any mistakes resulting from the use or misuse of any System and Security Device.

8.2 All Intellectual Property Rights in or relating to a Service, System, device (including any Security Device) or material provided or made available to you (including on any website) shall remain our property or that of our licensors. Except as expressly provided herein, you shall not, nor cause or allow any other person to, use, reproduce, transmit, sell, display, distribute, reverse engineer, adapt, establish any hyperlink to, provide access to, modify, or commercially exploit the same (or part thereof) without our prior written consent.

9. **VARIATION**

9.1 We may vary or modify any Service and/or terms and conditions of any Agreement at any time in order to comply with any exchange control requirement or any law or regulation.

9.2 Subject to the paragraph above, we may at any time vary the terms and conditions of any Agreement by giving you **30 Business Days** prior written notice. Alternatively, such notice may be provided by advertisement in the media or displayed at any of our branches if the relevant method is permitted by law or any applicable code of banking practice.

10. **TERMINATION AND SUSPENSION**

- 10.1 Unless otherwise agreed between us, you or we may terminate the Agreement relating to a Service for any reason by providing 30 days written notice to the other.
- 10.2 We may immediately and without notice to you terminate any and all Agreements between us if: (a) you have materially breached any term or condition of an Agreement which is in our opinion irremediable, or if remediable has not been remedied within 10 Business Days of receiving a notice from us to do so; (b) you have not paid all fees and charges which have been due from you for at least 3 Business Days; (c) you have in our opinion acted unlawfully, fraudulently, negligently or abusively; (d) an event or change occurs which affects your assets, affairs or financial condition and gives us reasonable grounds to conclude that you may not be able to perform your obligations under any Agreement; (e) you enter into any Insolvency Proceeding; (f) our entering into any Agreement with you, or our performance of any such Agreement, has caused (or in our opinion may cause) us to be in breach of any applicable law or regulation; (g) we are required to do so in compliance with any law or regulation; or (h) if you fail to maintain the minimum credit balances in any Account stipulated by us (in relation to that Service), or if you close an Account required for the operation of any Service we provide to you. (each a "**Termination Event**").
- 10.3 Paragraphs 6 (Communications), 8 (Systems, Security Devices and Intellectual Property), 10 (Termination and Suspension), 11 (Liability Limitation), 13 (Indemnity), 14 (Information), 16 (Clawbacks), 21 (Assignment and Transfer), 26 (Joint and Several Liability), 30 (Governing Law and Jurisdiction) and this paragraph shall survive termination of any Agreement.
- 10.4 On the termination of any Agreement, you will, when we ask you to do so, return to us any device or material and/or take any other such action as we may reasonably request of you.
- 10.5 We may suspend your use of any Service while investigating whether a Termination Event may have occurred, or to protect the interests of either of you or us. We shall also be entitled to modify, withdraw or suspend all or any part of any Electronic Banking Service we consider necessary to: (a) reflect changes in the technology that are generally available in the industry; (b) take account of a material development in our business, or the introduction of new Services and/or services; (c) reflect any change in any applicable law or regulation; or (d) prevent damage or disruption to the any Electronic Banking Service, our Systems, personnel or customers, or those of our Agents. We will give you **30 Business Days'** written notice before making any change, withdrawal or suspension that has a material impact on the manner in which such Service is provided, unless such advance notice is not practicable in the circumstances or permitted by law or regulation.
- 10.6 For the purpose of termination pursuant to Clause 10 of the Standard Terms, you hereby expressly waive the provisions of Article 1266 of the Indonesian Civil Code to the extent that an approval from the court is

required to effectuate the termination of the Standard Terms, a Service Supplement, or any Other Terms.

11. **LIABILITY LIMITATION**

- 11.1 We will not be liable for any Loss you may suffer or incur arising from or in connection with our execution, non-execution or delayed execution of any incorrect or incomplete instructions by you (including any incorrect or incomplete payment instruction or payment details).
- 11.2 We will have no liability for any Loss you may suffer or incur arising from any loss or theft as well as any misuse of any Payment Instrument or Security Code.
- 11.3 We will not be responsible in any way for any damages, including without limitation, directly or indirectly, special, occasional, or subsequent damages, losses or costs arising in connection with any failure to display, errors, omissions, unsuccessfulness, interruptions, imperfections, delays in operation or transmission, computer viruses or connection or system failures, even though We, or its representatives, are notified of the possibility of such damages, losses or costs.
- 11.4 We are not liable for any Loss of any nature which you may suffer or incur in relation to any Service we provide, save for any direct Loss which can be proven attributable to our gross negligence or wilful misconduct. You agree that, unless otherwise expressly provided, we will provide any Service as independent contractors, not as agents, and you agree that any Service which we provide to you will not give rise to any fiduciary or trustee duties on our part.
- 11.5 Nothing in the Standard Terms shall exclude or limit any liability which cannot be excluded or limited by law.
- 11.6 We are not responsible for any Loss of any kind that you may suffer or be liable for in connection with the Services we provide, caused by the use of a Virtual Private Network.

12. **FORCE MAJEURE**

We shall not be responsible for (i) non-performance or delay in the performance of any of our obligations under an Agreement with you; (ii) any disruption, delay, change, or unavailability of M2E or Electronic Banking Services (including in the event that we are unable to carry out or continue part or all of your instructions or communications to us through M2E), that is caused by circumstances beyond our control which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or any enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, banking system failure, monetary crisis, change, addition, reduction, transmission, damage, loss, transfer to the system, equipment, or service of the Electronic Banking Service caused by the actions of a party intentionally and without rights or against the law, disruption or unavailability of services third parties, including interruptions to the internet network, power, telecommunications and electricity on an

ongoing basis, or other matters beyond our control.

13. INDEMNITY

You agree to indemnify and hold us, all other Maybank Members, our Representatives and Agents harmless from and against any and all Losses resulting directly or indirectly from us providing any Service to you including those arising from: (a) our acceptance or execution of any instruction issued by or in the name of an Authorised Person; (b) our payment of any Taxes, interest/charges or penalty otherwise due from you and paid on your behalf, or (c) for which we have incurred on your behalf as a result of the provision of any Service. Any amount due from you to us under this paragraph is payable on our demand.

14. INFORMATION

14.1 You agree that any information you provide us is accurate, complete and up-to-date. If any information you have provided to us changes, you must immediately provide details of such change to us in accordance with paragraph 6 (Communications), in order to keep your information and data true, accurate and complete from time to time.

14.2 In the event of a change in your data or information, then (i) we have the right to verify changes, additions, or updates to the information and data in accordance with the applicable procedures at the bank, and (ii) you hereby authorize us and / or parties appointed by us to update or adjust any of your information or data contained in the bank system.

14.3 We will only process, use and transfer personal information that we collect from you for the purposes of providing you with banking services and for providing you with information about Services and services which we consider may be of interest to you, at all times in compliance with any applicable data protection laws.

We shall treat all information you provide and which we have on you as confidential. You agree that: (a) we (and/or any Maybank Member that we have disclosed any information pursuant to this paragraph) may disclose such information: (i) to any other Maybank Member; (ii) any associated corporation of any Maybank Member; (iii) to any of our or any Maybank Member's Agent or Representative; (iv) to our or any Maybank Member's service provider or professional advisor, who is under a duty of confidentiality in respect of such information; (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information); (vi) to any credit agency, debt collection agency, association of banks or similar industry body or (vii) if required by law, regulation or any Governmental Agency; and (b) our or any Maybank Member's service provider may disclose such information if required by law, regulation or any Governmental Agency.

15. FEES, CHARGES AND TAXES

15.1 Fees and charges may apply to any Service and we retain the right to

charge and/or change such fees and/or charges at any time by notifying you in writing. We may debit any Account for such fees and charges at any time. If as a result of such debit, the Account is overdrawn, you agree that interest/charges shall accrue thereon at such rate as may be determined by us and be payable together with other customary bank charges which we may impose. We shall not be liable for the dishonor of any cheque drawn by you on any Account if as a result of debiting your Account there are insufficient funds for payment of the same. In addition to the above, we may charge default interest/late payment charges on any amount due under any Agreement from the due date to the actual date of payment at the rate we may reasonably decide.

- 15.2 All payments to us shall be in full, without set-off or counterclaim, and free of any deduction or withholdings related to any Tax or other claim.
- 15.3 You will pay or reimburse us for any Taxes, deductions, charges, stamp, transaction and withholdings (together with any related interest/charges, penalties, fines, and expenses) in connection with any Service. You will provide us with such documentation, declarations, certifications and information as we may require in connection with any Taxes. You warrant that such information is true and correct in every respect and shall immediately notify us if any information requires updating or correction.

16. CLAWBACKS

We have the right to cancel, reverse or debit any payment we make (including in respect of any interest/charges paid) under any Agreement if: (a) we establish that we have not actually received that amount; (b) we determine that you were not entitled to such a payment; (c) we need to correct a mistake; (d) we are required for any reason to return the funds the subject of such payment to the relevant payer or drawer; (e) we are required by law, regulation or a Governmental Agency to do so; or (f) we have reasonable grounds to do so.

17. SET-OFF AND CURRENCY CONVERSIONS

- 17.1 We may at any time, without prejudice to any other rights which we may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of your Accounts (wherever situate). We may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards the satisfaction of any obligations due from you to us and/or any other Maybank Member, whether such obligations be present or future, actual or contingent, primary or collateral, and several or joint.

For the purposes of this paragraph or in satisfaction of any obligations due from you to us and/or any other Maybank Member, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any Accounts as we consider necessary.

- 17.2 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations and liabilities you owe to us and/or any other Maybank Member.

- 17.3 If we accept any payment instruction issued in your name for payment in a currency other than the currency of a relevant Account, we are authorised to debit from that Account (or any other Account) the equivalent amount of the foreign currency transferred at our prevailing rate of exchange or, in the absence of such a rate such other exchange rate as we may reasonably specify.

18. MAYBANK REQUIREMENTS

We are required to act in accordance with the laws and regulations which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons which may be subject to sanctions. We may take any action which we are permitted or ordered to take under such laws and regulations in such circumstances. Such permitted or ordered actions may include reporting of suspicious transactions, stopping or cancelling a transaction, terminating a business relationship, the freezing of assets held by us, interception and investigation of any payment messages and other information or instructions sent to or by us and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person. You agree to assist us by providing us with any information we require in relation to the above. Neither we nor any other Maybank Member will be liable for any Loss suffered by you as a result of any of our actions in this paragraph.

PART 3 - MISCELLANEOUS

19. THIRD PARTY PROVIDERS

You agree that any Service may be provided by us either directly and/or through an Agent. You also agree that any arrangement we make to facilitate the provision of any Service to you will be acceptable and that you will abide by any operational procedure we set from time to time. We may appoint any Agent at our sole discretion and without your prior approval and knowledge.

20. SEVERABILITY

If any provision of an Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be severable from that Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

21. ASSIGNMENT AND TRANSFER

- 21.1 You shall not assign, transfer or otherwise dispose of your rights and/or obligations under any Agreement without our prior written consent. We may at any time assign, transfer or otherwise dispose of any or all or part of our rights, benefits and/or obligations under any Agreement or in respect of any Service without your consent. You agree to take such actions and sign such documents as we may reasonably require to complete such assignment, transfer or disposal.
- 21.2 Access to Accounts by Authorized Person cannot be assigned or transferred to other parties or used by parties other than Authorized Person, including but not limited to family members of Authorized Person(s) and bank employees.

22. **TRANSLATION**

Any Agreement may be translated by us at our sole discretion into any language provided that the Indonesian version will prevail over any such translation.

23. **ENTIRE AGREEMENT AND NON-RELIANCE**

The Agreements constitute the entire agreement and understanding between the parties about the relevant subject matters and hereby substitute and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

24. **CERTIFICATES AND DETERMINATIONS**

Any certificate or determination by us of a rate or amount under any Agreement or Service is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

25. **COUNTERPARTS**

Each Agreement may be executed and delivered in any number or counterparts, all of which, taken together, shall constitute one and the same agreement.

26. **JOINT AND SEVERAL LIABILITY**

26.1 If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in the Agreements means each of those persons.

26.2 You are responsible for ensuring that the person who use or is using the Service or together with other people is the Authorized Party for the use of the Service. We are not responsible for ensuring that a person who use or is using the Service or jointly with other people is an Authorized Party or not. We are not responsible for any Loss that you may suffer or be liable for arising from the use of any Service jointly with other people, each partner, guardian, including from people who are not Authorized Parties, except for any Loss that can be proven, directly to be caused by our negligence or wilful breach.

27. **WAIVER AND REMEDIES**

No failure to exercise, nor any delay in exercising, on our part any right or remedy under any Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Agreements are cumulative and not exclusive of any rights or remedies provided by law.

28. **WAIVER OF IMMUNITY**

28.1 You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

28.2 For the purpose of any guarantee (including any provision where you are jointly and severally liable with another person) provided in our favour and/or any other Maybank Member under the Standard Terms, a Service Supplement or any Other Terms, you, in your capacity as a guarantor (whether acting jointly or severally), hereby waive the provisions of Articles 1430, 1831, 1833, 1837, 1843, 1847 through 1850 of the Indonesian Civil Code.

29. SERVICE OF PROCESS

You agree to appoint a process agent immediately, if we request you to do so, to act as your agent for service of process in relation to any proceedings before the courts in the relevant Governing Jurisdiction. You agree that failure by a process agent to notify you of the process will not invalidate the proceedings concerned.

30. GOVERNING LAW AND JURISDICTION

30.1 The Agreements will be governed and construed in accordance with the laws of Republic of Indonesia. Each of you and we choose as its general and irrevocable legal domicile the District Court of Central Jakarta (Pengadilan Negeri Jakarta Pusat). Notwithstanding the provisions in this paragraph, we may take proceedings in any jurisdiction. To the extent allowed by law, we may also take concurrent proceedings in any number of jurisdictions.

30.2 This Standard Terms has been in accordance with the provisions of the laws and regulations including the provisions of the Financial Services Authority's rule.

31. INCONSISTENCIES

Unless specified otherwise, if there are any inconsistencies between the terms of documents comprising an Agreement, the order of precedence in respect of such documents shall be (with (a) taking most precedence and (d) the least): (a) the Solutions and Pricing Proposal (if any); (b) the Letter of Offer; (c) the Standard Terms; and (d) the Other Terms.

32. PAYMENTS

32.1 We will execute any payment instruction we receive from you in accordance with the clearing time periods applicable to the Service in question. If we do not receive a payment instruction prior to the cut-off time applicable to the Service in question, it will be treated as having been received on the next following Business Day.

32.2 We may reject a payment instruction if: (a) you have insufficient cleared funds in, or it would cause you to exceed any arranged credit limit on, your Account; or (b) it exceeds the maximum value set by us for that type of payment transaction. In determining whether we will reject a payment instruction, we may consider any other instructions (including

any payment instruction) we received in respect of your Account or which have already been authorised, even if the relevant payments have not already been deducted.

- 32.3 Without prejudice to the paragraph above, if we decide (in our discretion) to accept a payment instruction that causes your Account to go overdrawn, or to exceed an arranged credit limit, we will treat this as a request for an overdraft or credit limit extension (as applicable) for which we may charge a fee and debit interest.

33. **STANDING INSTRUCTION**

- 33.1 We may upon your request accept any standing instruction (a "**Standing Instruction**") from you for Payment at certain intervals.
- 33.2 You must fill in any mandate or form in the manner as prescribed by us to effect the relevant Standing Instruction. We will not effect any Standing Instruction until we have verified the authenticity and/or completeness of the relevant authorization in accordance with our security procedures.
- 33.3 You may revoke or replace any mandate for the Standing Instruction by notifying us in accordance with the procedure set out in the Standard Terms. Any change will not be effected unless we have a reasonable period of time to enable us to act on or effect the change.
- 33.4 Accordingly, until we notify you of our acceptance of the revocation or change in the mandate for the relevant Standing Instruction, you should continue to act on the basis of our previous mandate and we will not be responsible for any Loss incurred by you or otherwise.



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