

Perjanjian Kredit Tanpa Agunan (Maybank KTA)

Article 1

DEFINITION

- 1.1. Bank is PT Bank Maybank Indonesia Tbk domiciled in Jakarta, including but not limited to branch offices, work units, recipients and / or substitutes for their rights.
- 1.2. Debtor is the party that obtains the Maybank KTA Facility from the Bank.
- 1.3. Maybank KTA Facility is a facility for providing funds to Debtors based on the Collateral Free Credit Agreement (Maybank KTA) (hereinafter referred to as the "Agreement") which requires the Debtor to pay off the outstanding Maybank KTA Facility after a certain period of time by giving interest.
- 1.4. Loan is an outstanding Maybank KTA Facility including but not limited to principal debt, interest, fines, and fees that must be paid by the Debtor to the Bank.
- 1.5. Working days are any days except Saturday, Sunday and other official / national holidays where banks are open to carry out business activities and carry out clearing transactions.
- 1.6. Confirmation Letter is a letter of approval for the granting of Maybank KTA Facility submitted by the Bank to the Debtor.

Section 2

MAYBANK KTA FACILITY APPROVAL

The debtor agrees to receive the Maybank KTA Facility with the amount and period as agreed by the Bank and the Debtor, which will then be stated in the Confirmation Letter.

Article 3

INTEREST, FINE, PROVISION AND FEES

- 3.1. The debtor is required to pay interest at the interest rate that has been informed by the bank to the debtor.
- 3.2. Interest is calculated on a daily basis (including holidays) with the stipulation of the number of days in 1 (one) year 360 (three hundred and sixty) days.
- 3.3. For negligence in payment of the amount of money owed, in the form of principal, interest and other fees, the Debtor is subject to a late penalty, the amount of which has been informed by the Bank to the Debtor.
- 3.4. The debtor is charged a stamp duty and fee, the amount of which has been informed by the Bank. These fees are charged 1 (one) time and will be debited when searching for the Maybank KTA Facility.
- 3.5. Interest rates, late fees, fees and other fees that have been approved by the Debtor will be stated in the Confirmation Letter. The amount of interest and late fees may change, the changes will be notified by the Bank to the Debtor.

Article 4

FUND TRANSFERENCE

- 4.1. The bank will transfer the Maybank KTA Facility directly to the account number mentioned on the Maybank KTA and Maybank Credit Card Application Form.
- 4.2. The Debtor understands that the Bank has the right to accept or reject the Debtor's request to cancel the Maybank KTA Facility that has been disbursed to the Debtor's account at the Bank. This cancellation request can be submitted by the Debtor within 7 (seven) Business Days after the Debtor receives confirmation via SMS. In the event that the Bank rejects the cancellation request, if it is requested by the Debtor, the Bank will inform the reasons.
- 4.3. All costs arising from the transfer of refunds from the Maybank KTA Facility by the Debtor to the Bank (if any) are the responsibility of the Debtor.

Article 5

REPAYMENT BEFORE FALLING THE TIME OF MAYBANK KTA FACILITIES

Repayment of the loan before the maturity period of the Maybank KTA Facility will be subject to a penalty in accordance with the Bank's provisions in effect at the time of repayment.

The amount of the penalty can be found on the website and / or call center and / or Bank branch offices.

Article 6

NOTES AND EVIDENCE OF DEBT

The Debtor agrees that the loan amount connected by the Debtor to the Bank from time to time will be proven from the Savings Account, and / or records and documents held and maintained by the Bank.

Article 7

LOAN BACK PAYMENTS

7.1. Loan repayments are made in installments every month on the Due Date of the Monthly Installments as agreed between the Bank and the Debtor, which will then be stated in the Confirmation Letter.

7.2. Each payment made by the Debtor will be used to pay off the Debtor's obligations in the following order: fees, interest, penalties, loan principal.

7.3. If the due date of the monthly installments is not on a working day, the loan repayment must be made on the previous 1 (one) working day.

Article 8

Negligence / infringement

8.1. The events set out below are an incident of negligence / violation of this Agreement, namely:

8.1.1. The debtor neglects to carry out obligations or violates the provisions of this Agreement and the Confirmation Letter, including the Debtor who fails to pay the loan amount, interest, fines and fees that have been required to be paid in full (due).

8.1.2. Information or statements given by the Debtor to the Bank including in the Maybank KTA and Maybank Credit Card Application Forms, this Agreement and other documents are incorrect or become untrue or not in accordance with the actual reality.

8.1.3. The debtor neglects to carry out his obligations or violates the provisions in the credit agreement and / or other guarantee agreements made by the Debtor with the Bank.

8.1.4. The debtor refuses to charge fees set and informed by the Bank.

8.2. In the event of negligence / violation as stated in article 8.1. then all and every loan amount becomes collectible for payment by the bank and the debtor is required to pay off all loans immediately and in full without the need for any warning or reprimand from anyone.

Article 9

GRANT OF AUTHORITY AND AUTHORITY

9.1. The Debtor hereby grants power and authority to the Bank from time to time, debit / deduction of the Debtor's account in the form of the Maybank Rupiah Savings Account at the Maybank Head Office and Maybank Branch Offices where also to pay and / or repay all and any amount of money / Loans that are past due and must be paid by the Debtor based on this Agreement and other documents related to this Agreement including for the payment and / or repayment of the Maybank Credit Card, including for the payment of penalties, taxes , or other fees (if any) and / or redemptions related to Maybank KTA and / or redemptions related to Maybank KTA and / or Maybank Credit Card Debtors.

9.2. All powers and powers granted by the Debtor to the bank in this Agreement and other documents will not be withdrawn or revoked and will not end because of any cause or event including the causes of expiration of power as stated in article 1813 and article 1816 of the Civil Code.

Article 10

MAYBANK KTA ADDITIONAL FACILITIES

10.1. Banks may consider adding additional Maybank KTA facilities to existing debtors which will be conveyed by the Bank to the debtors by telephone.

10.2. The Debtor's approval of the additional value of the Maybank KTA Facility as referred to in article 10.1 can be conveyed by means of a telephone conversation which will be recorded by the Bank as evidence of an agreement between the Bank and the Debtor for the addition of the Maybank KTA Facility.

10.3. The debtor agrees that the recorded evidence as referred to in article 10.2 is a valid proof of agreement between the Debtor and the Bank.

Article 11

APPLICABLE LAW, DISPUTE SETTLEMENT AND LEGAL DOMICILE

11.1. This agreement is made, interpreted and implemented based on the laws of the Republic of Indonesia.

11.2. Regarding the implementation of this Agreement and all its consequences, the Bank and the Debtor choose a general legal domicile and remain in the Registrar's Office of the District Court wherever the loan is recorded by the Bank without prejudice to the Bank's right to file legal claims against the Debtor before the court both inside and outside the territory of the Republic of Indonesia.

Article 12

INDICATION OF CHEAP

12.1. The Bank, including the Board of Directors / employees or any other party representing the Bank is prohibited from requesting and / or receiving an amount of money and / or gifts or something in any form from the Debtor other than what was agreed in the Agreement. Every action / act of asking for and / or receiving an amount of money and / or a gift in any form from the Debtor outside of the things agreed in the Agreement constitutes a deviation or a violation of fraud in conducting Bank business activities.

12.2. Debtors are prohibited from giving an amount of money and / or gifts or something in any form outside of the things agreed in the agreement, to Directors / Employees or any other party representing the Bank.

12.3. If the Debtor is aware of any indications / incidents of irregularities or violations of fraud committed by the Board of Directors / Employees of the Bank or other parties or those who represent the Bank, or are asked to provide something in any form other than what was agreed in the Agreement to the Board of Directors / Employees of the Bank or Any other party representing the Bank, the Debtor is required to convey to the Bank's whistleblower hotline via email at whistleblowing@maybank.co.id or short message service (SMS) or Whatsapp at 0878 99000 100.

12.4. In relation to article 12.3, the Bank will guarantee the confidentiality of all information or data provided by the debtor as the reporter, including the identity of the debtor as the reporter.

Article 13

COMPLAINT

13.1 Debtors can make complaints related to this e-statement service to the Bank through the Bank's office either orally or in writing or through Customer Care either by telephone or email which will be followed up by the Bank in accordance with applicable regulations.

13.2 Debtor complaints are served via Maybank Customer Care by calling 1500611.

Article 14

Others

14.1. Based on its considerations and discretion, the Bank has the right at any time to sell, transfer, guarantee or in any way transfer the Bank's receivables / bills to the Debtor to another party without any obligation for the Bank to request approval or provide prior notification to the Debtor.

14.2. Debtors are not allowed to transfer their rights and obligations under this Agreement to any party without prior written approval from the Bank.

14.3. The Debtor hereby declares that any data, documents and data / or information submitted by the Debtor to the Bank as stated in the Maybank KTA and Maybank Credit Card Application Forms are true and do not violate applicable laws, regulations and provisions.

14.4. The debtor understands the risk that the Bank can terminate this Agreement, if according to the Bank's consideration based on the applicable regulations and refers to the risk management provisions stipulated by Bank Indonesia or the authorized agency prohibiting the Bank from providing Maybank KTA Facility. Regarding this, the Debtor will not file a lawsuit against the Bank. If this cancellation / termination occurs, it will be notified by the Bank.

14.5. The debtor is obliged to notify the Bank of any changes to the home / office address, telephone / cellphone number and other things that change / differ from the data / information the Debtor has provided to the Bank on the Maybank KTA and Maybank Credit Card Application Form.

14.5. The Bank has the right at any time (in its sole discretion) to change all or part of the contents of this Agreement with notification to the Debtor in accordance with applicable regulations, including but not limited to the Bank's website: www.maybank.co.id/pinjaman).

14.6. This agreement is an integral and inseparable part of the Maybank KTA and Maybank Credit Card Application Forms, as well as the Confirmation Letter.

14.7. This agreement has been made in accordance with statutory provisions, including the provisions of the Financial Services Authority Regulations(OJK).