



## INDONESIA LOCAL ADDENDUM

This document comprises a 'Local Addendum' as referred to and defined in the OCBC Business Account Terms and Conditions ("**Terms**"). It contains local-specific terms and conditions on which the Bank provides the Customer with Account(s) and/or Product(s) in Indonesia.

Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms.

This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 15.4 of Section A of the Terms.

## **INDONESIA LOCAL ADDENDUM**

### **1. OPENING ACCOUNT**

1.1 Without prejudice to the terms and condition set out in the Terms and unless otherwise stipulated by prevailing law, the Customer acknowledges and agrees that:

- (a) the Bank has the right to request additional information and documents and conduct additional verification through other electronic means such as telephone or SMS or email if the Bank considers the completeness of information or documents including digital / electronic information and documents uploaded by the Customer is not sufficient for the Bank in the application process submitted by the Customer; and
- (b) the Bank has the right to reject or cancel the application for account opening, as well as Bank's Services and/or Products, in the event of any incorrect, incomplete or unclear information, data, information, statements, guarantees, authority, power, instructions and / or documents submitted and / or uploaded by the Customer, and the Customer agrees that all data and documents including the beneficial owner data that has been provided by the Customer to the Bank will be fully owned by the Bank. Furthermore, the Customer hereby fully approves the Bank to use, manage, store, utilize and take other actions required by the Bank for information and / or documents that have been received by the Bank or uploaded digitally / electronically by the Customer in connection with opening account at the Bank, to the extent permitted by applicable laws and regulations,

and the Bank will provide the reasons for such rejection or cancellation to the Customer/prospective Customer.

### **2. CUSTOMER DATA CHANGES**

2.1 Without prejudice to the generality of the Terms, the Customer acknowledges and agrees that:

- (a) the Customer is obliged to immediately notify and submit to the Bank any changes to any information or data of the Customer, including but not limited to changes in name, address, telephone number, information or data stipulated in the KTP (Indonesian Nationality ID) and / or NPWP (Indonesian Tax ID), information related to Customer's work / business and other matters that deviate or differ from the information or data of the Customer that has been previously given by the Customer to the Bank, both information or data submitted directly in person or through electronic media; and
- (b) in the event that there is any change in Customer data or information, the Customer hereby authorises the Bank and / or the party(-ies) appointed by the Bank to update or adjust any Customer information or data contained in the Bank system.

### **3. APPROVAL TO GIVE INFORMATION**

3.1 Without prejudice to the generality of the Terms, including Clause 11 of Section A of the Terms, the Customer hereby states and agrees to give permission and authority to the Bank, its branches and its officers, at any time, to disclose any or all information and specific matters relating to the Customer to:

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- (a) A party that binds itself in an agreement with the Bank including service providers used by the Bank (including administrative services or other services), provided that the party(ies) have bound themselves to maintain the confidentiality of the data received/ processed/ used, its agents or any appointed third party, or any appointed or related third party, either directly or indirectly;
- (b) the auditors, professional advisors, including legal advisors of the Bank and parties relating to the Bank;
- (c) law enforcement officials and public officials authorized in the law enforcement process of an alleged criminal offense, including but not limited to alleged money laundering crimes;
- (d) any receiver appointed by the court or at the Bank's request;
- (e) any person or entity who is permitted or allowed, under the provisions of laws and regulations, to receive the disclosure; and/or
- (f) Any government body or authorized authority in Indonesia (including but not limited to Bank Indonesia, the Financial Services Authority, the Deposit Insurance Company) with which the Bank is obliged to comply or submit itself under the applicable laws and regulations.

3.2 The Bank shall appropriately apply the prudential banking principle according to the prevailing laws to ensure that information regarding the Customer, including but not limited to account, transaction and any authorised persons of the Customer be confidentially treated.

#### **4. CUSTOMER INSTRUCTIONS**

4.1 The Bank will perform its best effort to carry out the Customer's Instruction and the Customer hereby agrees to release and discharge the Bank from all claims, demands, losses, or costs that may arise from failure in its implementation, provided that it is not caused by the fault or gross negligence of the Bank.

4.2 Without prejudice to the generality of the Terms, and in addition to Clause 13.1 of Section A of the Terms and Clause 7.3 of Section B of the Terms, the Customer hereby agree that the Bank is not responsible for any losses suffered by the Customer arising from or related to:

- (a) any Instructions and/or communications from the Customer;
- (b) any cancellation of Instructions for transactions received and carried out by the Bank;
- (c) any problems related to telecommunications connection / networks;
- (d) any incorrect or incomplete Customer's Instructions;
- (e) any faults or omissions of the Customer in following the terms and guidelines, instructions and Procedures provided by the Bank;
- (f) any delays or refusals to carry out Customer's Instructions by the Bank; and/or

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- (g) any losses in any form due to or related to the implementation of Instructions and communications that, in the Bank's opinion those have been received from the Customer according to information, data and documentation stored in the Bank system.

## 5. CHEQUES

### ***Stop Payment Orders***

5.1 Clause 8.7 of Section A of the Terms shall not apply to cheques/transfer bills issued in relation to Account(s) provided by the Bank in Indonesia. If any Customer intends to cancel or discontinue payment of any cheque/transfer bill issued by the Customer, the Customer must provide the Bank with complete instructions in writing, any other documents required by the Bank, and complete information relating to the cheque/transfer bill, including:

- (a) the cheque/transfer bill number;
- (b) date of issue;
- (c) name of beneficiary (if any); and
- (d) the amount.

### ***Fund Drawdown***

5.2 Where cheque facilities are offered in connection with any Account or Product, the Customer agrees that:

- (a) any signature affixed in cheque/transfer bill must conform to the signature specimen given by the Customer to the Bank;
- (b) upon the closing of an Account either by the Customer or by the Bank, all cheque forms previously issued to the Customer and not used shall become the property of the Bank, and the Customer shall forthwith return them to the Bank;
- (c) any failure to make claim payment for any cheque/transfer bill presented by the Customer caused by rejection from the issuing bank, within one (1) year from the refusal of such cheque/transfer bill the Bank shall be entitled to destroy the cheque/transfer bill;
- (d) the procedure of fund drawdown under any bouncing/reject cheque/transfer bill shall be regulated by and subject to Bank Indonesia's regulations; and
- (e) in case any presented cheque/transfer bill to any other bank or payment is covered without any adequate fund, such cheque/transfer bill or payment shall be reported to Bank Indonesia according to the prevailing laws and the Bank shall issue a warning letter to the Customer.

5.3 Drawdown of cash for any amount placed in foreign currency Account depends on the availability of cash fund of foreign currency in the Bank. Payment of any amount drawn, unless otherwise approved by the Bank, shall be made by the Bank by telegraphic transfer.

5.4 Fund drawdown by the Customer shall be conducted according to the procedure provided by the Bank from time to time. Fund may be drawn down after the Bank has received the drawdown

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

instruction acceptable to the Bank, including provision of the identity card or passport by the Customer or the authorized signatory. Unless otherwise by prior written approval of the Bank, fund drawdown may be conducted only in writing and signed according to the signature specimen and the authority received by the Bank. Any arrangement made with the Bank for instruction of fund drawdown other than in writing shall be solely for the Customer's risk and the Bank shall not be responsible for any loss, damage or liabilities incurring or suffered by the Customer in connection with such arrangement.

- 5.5 The Bank shall be entitled (but not be obliged) in its sole and absolute discretion to reject any cheque/transfer bill that is:
- (a) not duly signed in conformity with specimen signature(s) and authorisations provided by the Customer to the Bank;
  - (b) an over the counter cheque in which the word "bearer" has been cancelled; and/or
  - (c) determined by the Bank in its sole and absolute discretion to be in a form unacceptable to it.
- 5.6 The Customer is fully responsible for:
- (a) the correctness and validity of all endorsements appearing on cheques/transfer bills. The Bank does not undertake the identification of endorsers of cheques drawn to order and reserves the right to refuse payment of cheques so drawn; and
  - (b) the safekeeping of the cheques and in the event that any cheques are mislaid, lost or stolen, the Customer must immediately notify the Bank in writing or if notification is made verbally, it shall be followed by written notification, complete with the loss report from the police. Any police report received after 1.00 p.m. is valid on the next Business Day.

## **6. SUSPENSION AND TERMINATION OF ACCOUNT**

- 6.1 For the avoidance of doubt, the Bank may, upon prior written notice to the Customer, terminate any Account for any reason whatsoever.
- 6.2 Without prejudice to the generality of the Terms, upon occurrence of any of the following events, the Bank shall be entitled (without demand or notice) to terminate the Account(s) with immediate effect:
- (a) in the Bank's opinion the use of Account is inconsistent with the purpose and intended nature of Account as specified on the application form; and/or
  - (b) if the Customer's name is included in any blacklist issued by:
    - (i) Bank Indonesia (Central Bank);
    - (ii) any international institutions (e.g. the list of terrorists issued by the United Nations (PBB));
    - (iii) the authorized government institution/agency; and/or
    - (iv) the Bank's supervision register; and/or

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

(c) any order/instruction of the authorized official under any Applicable Laws.

6.3 Under Financial Services Authority's regulation on Implementation of Anti Money Laundering and Combating the Financing of Terrorism Program for Commercial Bank, the Bank is obliged to reject transactions, cancel transactions and/or terminate any relationship with the Customer, if:

- (a) the required documents to support the data/information submitted by the Customer does not fulfil the requirements required by the Financial Services Authority regulation on Concerning Implementation of Anti Money Laundering and Combating the Financing of Terrorism Program for Commercial Bank;
- (b) the authenticity of any explanation or information provided by the Customer is questionable and/or document used is discovered or alleged to be counterfeit;
- (c) the source of fund is discovered and/or alleged to be derived from criminal offense(s);
- (d) a shell bank or commercial bank or sharia commercial bank that allows its account to be used by a shell bank;
- (e) the Customer is registered in the list of suspected terrorists and terrorist organizations, and / or list for the Prevention of Weapons of Mass Destruction Proliferation and Terrorism; and/or
- (f) the Customer is registered as sanctions person / entities and / or originating from countries that are included in comprehensive sanctions countries / jurisdictions.

The Customer agrees that the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred (directly or indirectly) by the Customer or any third party in connection with the performance of the Bank's authority as specified above.

#### *Suspended Account*

6.4 As long as the Account is suspended, the Customer cannot carry out any debiting or crediting transactions, with the exception of transactions related to the following fees that can still be carried out:

- (a) debiting Account for administration costs payment, including administrative costs for the Suspended Account
- (b) payment of interest;
- (c) payment of taxes on interest;
- (d) imposition of stamp fees for bank statement;
- (e) account debit through clearing or bank draft disbursement conducted by a third party (the party receiving payment from the Customer) for the Rupiah Giro Account;
- (f) debiting renewal rental fees of the Safe Deposit Box (SDB); and/or
- (g) debiting for the payment of Customer's obligations which are still owed to the Bank.

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- 6.5 For suspended Accounts, the Bank has the right to impose administrative fee which will be charged to the account in the amount specified in accordance with the applicable policies in the Bank, with prior notification in accordance with the applicable laws and regulations.
- 6.6 To re-activate a suspended Account, the Customer must contact the nearest Bank's branch to complete and sign the Account activation form and update the Customer's data in front of the Bank officer or through other mechanisms approved by the Bank. After activating a suspended Account, the Customer is required to carry out transactions using that Account.

## **7. ACCOUNT BLOCKING AND ACCOUNT DEBITING**

- 7.1 In order to implement the prudential banking principle according to Indonesian law, the Bank has the right and the Customer hereby authorises the Bank to hold some part or the whole of the balance in the Account (hold amount) and / or to debit the Account, if:
- (a) there is request from the Customer to the Bank to hold the Customer's Account according to the method / procedure determined by the Bank from time to time;
  - (b) there is a notification of the Customer's death or mental incapacity. The revocation of such holding shall be carried out if there is convincing evidence that the Customer is still alive or legally capable or upon request of other party (i.e. legitimate heir, curator) based on the evidence received by the Bank;
  - (c) for security measures on Customer's assets, there is order from the police and / or prosecutor; or there is confiscation order from the Court and / or authorised agency; or there is allegation of fraud; or there is report of criminal allegation or other events that cause losses towards Bank and / or Customer; and/or
  - (d) there is indication and / or presumption of disputes in the internal of Customer, or because of other things that could harm the Customer until there is evidence of dispute resolution received by the Bank.
- 7.2 The Bank is obliged at any times to correct errors / mistakes made by the Bank, either because of errors by employees or because there are disturbances / errors in the Bank system, or because of error from the remitting bank and it requests refund, in the case of either crediting or debiting an Account or in carrying out all instructions related to it. In the event of an error and / or mistake made by the Bank and / or the remitting bank, the Customer hereby declares that it:
- (a) gives approval and power to the Bank to debit the Account for the Bank to debit the Account to correct any such errors / mistake; and
  - (b) will not make legal proceeding or request for compensation from the Bank or its employees for any errors / mistakes to be corrected by the Bank within a reasonable period after the Bank is aware of such error.

## **8. DISCLAIMER AND DELAY OF TRANSACTIONS**

- 8.1 Without prejudice to the generality of the Terms, including Clause 8 of Section A of the Terms, the Customer agrees that the Bank has the right to reject or not follow the Instructions if:
- (a) the Instructions are not in accordance with applicable laws, regulations or legislation, including laws concerning financial crime, the Corruption Eradication Act, the Law of

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

Money Laundering applicable in Indonesia and internationally, and compliance with the prevention of financing for, among others, terrorists and sanctioned parties;

- (b) such Instruction will cause the amount of payment exceeding the balance in the Account;
- (c) the Instruction given by the Customer cannot be verified.

8.2 If necessary, in connection with the provisions of this Clause 8, the Bank has the right:

- (a) to request the Customer to provide all information requested by the Bank to comply with the laws and regulations including but not limited to name, address, age, gender, personal identification information, income, work, assets, debt, source of assets, purpose of opening an Account, investment objectives, all financial plans or other relevant financial information from the Customer;
- (b) to request the Customer to provide the Bank with the latest information;
- (c) to intercept and investigate all payment orders and other information or communication sent to or by the Customer, or on behalf of the Customer through the Bank system; and
- (d) if necessary, related to the potential for terrorist financing, to conduct further investigations to determine whether the names that appear in all transactions carried out or will be carried out by the Customer through the Account are the names of terrorists.

8.3 In addition, the Customer agrees and acknowledges that to the extent permitted by the applicable laws and regulations, if there are uncertainty, inconsistent Instruction, disputes from the Customer with other parties that cause conflicting Instructions, or there is a suspicion of indications of criminal act including but not limited to falsification, fraud, invalidity or irregularity of the Instruction / transaction Account or as follow-up on the existence of reports of alleged criminal acts related to invalidity or irregularity of the Instruction / transaction on the account or as a follow-up on the existence of reports of alleged criminal acts with regards to incorrect data / information submitted by the Customer to the Bank, the Bank shall be entitled (but not obliged) in its sole and absolute discretion to:

- (a) refuse to carry out an Instruction on a transaction in an Account; or
- (b) hold funds in the Account and limit the Customer's right to withdraw from an Account.

8.4 The Customer agrees that the Bank reserves the right to:

- (a) delay or stop either temporarily or permanently, including extending the suspension, or refusing to process part or all the Instructions / transactions, either at the initiative of the Bank itself or at the request / instruction of the competent authority;
- (b) block or hold funds in the Account, including debiting the Account and limiting the Customer's right to withdraw funds or suspend the Customer's Account activities (including other Accounts owned by the Customer with the Bank) or not giving / limiting authority to access Bank facilities / services (including safe deposit box);
- (c) carry out its obligations related to Customer's information to the authorities in accordance with applicable rules and regulations;

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant



- (d) request for the information on the source of funds and purpose of using the funds of the Account owner or the authorized person or the owner of the funds, related to the transaction which is deemed to be not match with or against the Customer profile;
- (e) block an Account as a follow-up on a report of a suspected criminal act, release blocking and/or debit an Account to make refund to other customer account at the request of an interested party if based on the results of the Bank's investigation it is reasonably suspected or found to be known that the data or information Customer submitted to the Bank is incorrect; and/or
- (f) decide to close the Customer's Account in accordance with the terms and conditions under this Agreement.

8.5 The Customer releases the Bank from any losses (both direct and including loss of profits or interest) or losses suffered by any other party arising from all actions taken by the Bank pursuant to this Clause 8.

## **9. LIMITATION OF LIABILITIES**

9.1 For the avoidance of doubt, neither the Bank or any of its employees, nominees or agents shall be liable as a result of acting or failing to act except in the case of the Bank's wilful negligence or misconduct.

9.2 Notwithstanding Clause 9.1, without prejudice to the the generality of the Terms, and in addition to Clause 13.1 of Section A of the Terms and Clause 7.3 of Section B of the Terms, the Customer agrees that the Bank shall not be liable for any:

- (a) misunderstanding, damage, delay, loss or failure in sending instruction and communications, whether by post mail, telephone, telegram, telex or facsimile or other means of communication;
- (b) limitation of use or unavailability or non-payment of funds due to restrictions on foreign currency exchange, unavailability of withdrawn foreign currencies, or other causes beyond the Bank's control;
- (c) miss received or misused Account statements or bank notifications by unauthorised parties;
- (d) losses or claims arising from or in relation with goods transactions carried out by the Customer at the merchant;
- (e) inauthenticity of, invalidity of, incomplete data or other aspects of documents received by the Bank from the Customer, including but not limited to any document of entitlement of any goods. The Bank is not responsible for those who issue or endorse these documents, including but not limited to the authenticity, validity or correctness of the authority and signature contained in these documents; and/or
- (f) cost, loss, damage, responsibility or consequence incurred or suffered by the Customer:
  - (i) for acting in good faith to follow Customer's instruction;

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- (ii) if for any reason beyond the Bank's control, the operation of any Account is restricted, disturbed, interrupted or otherwise affected; and/or
- (iii) any loss or damage caused by any Bank's rejection regarding the Customer Instruction due to the unconformity of Customer's signature and data compared to the data maintained by the Bank.

## **10. AGREEMENT FOR MARKETING PRODUCTS AND BANK SERVICES**

10.1 The Customer hereby gives approval and authority to the Bank to:

- a. use data in the Financial Information Service System (SLIK) and/or other service systems that have similar purposes and objectives as stipulated in the applicable regulations.
- b. provide Customer data/information to third parties who cooperate with the Bank and are interested in processing products and/or services and other matters required in connection with products and/or services that will be or have been owned by the Customer including document delivery and billing.

10.2 For the use of third party data, information and explanation submitted by the Customer to the Bank, the Customer undertakes that the Customer has the consent of any third party for the use of such data, information and explanation, and therefore the Bank is indemnified against any legal action, claim, suit and / or liability of any kind whether from the Customer or any third party arising in the future in connection with the use of the data, information and explanation which has obtained the written approval by the Bank.

10.3 The approval as referred to in this provision can be changed or withdrawn by the Customer by submitting a request to the Bank in accordance with the applicable procedures at the Bank.

## **11. DEPOSITORY INSURANCE**

The Customer hereby acknowledges and agrees that in accordance with the applicable provisions and regulations concerning the Deposit Insurance Corporation (hereinafter referred to as the "LPS Rules and Regulations"), the deposits secured by the Deposit Insurance Corporation are limited to deposits which include the principal value of deposits and interest with a certain maximum amount as well as the maximum interest rate provisions that will apply will be determined from time to time based on the LPS Rules and Regulations. If the Customer's deposit which includes the principal amount of the deposit and interest exceeds the maximum amount of deposits guaranteed by the Deposit Insurance Corporation and / or if the Customer receives effective deposit interest from the Bank that exceeds the maximum guaranteed interest rate set by the Deposit Insurance Agency from time to time, then Customer deposits are not included in the deposit guarantee program by the Deposit Insurance Agency.

## **12. COMPLAINT AND/OR OBJECTION**

12.1 The Customer may submit a complaint and/or objection to the Bank verbally or in writing:

- (a) if the complaint and/or objection is made verbally, the Customer may contact *Tanya* OCBC at 1500999 (domestic) or +62-21-26506300 (international) or other contact number notified by the Bank from time to time;
- (b) if the complaint and/or objection is made in writing, the complaint must be provided with the photocopy of identity card and other supporting documents as required by the Bank;

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- (c) the Customer may also submit a complaint and/or objection through the Bank's website at [www.ocbc.co.id](http://www.ocbc.co.id) or visit the nearest Bank branch;
- (d) If the complaint and/or objection is made verbally, the Bank will settle it in 5 (five) Business Days. However, if the verbal complaint and/or objection cannot be resolved within the specified time, the Bank may ask the Customer or his authorized attorney to submit supporting documents as determined by the applicable regulation;
- (e) If the complaint and/or objection is made in writing, the Bank will settle it no later than 20 (twenty) Business Days after the date of receipt of the written complaint. In the case of the following conditions, the Bank may extend the settlement period to at least additional 20 (twenty) Business Days:
  - (i) the Bank's branch office that receives the complaint and/or objection is not the same as Bank' branch office where the problem is reported and there are communication problems between the two branch offices;
  - (ii) complaint and/or objection submitted by the Customer require research / special examination / further; and/or
  - (iii) there are other matters beyond the Bank's control.

12.2 If the Customer rejects the Bank's response to its complaint or objection, the Customer may proceed to dispute settlement option through or outside the court.

### **13. ELECTRONIC TRANSACTION DATA SECURITY**

The customer must:

- (a) choose a qualified password;
- (b) change password regularly;
- (c) avoid use the same password combination repeatedly;
- (d) connect to a secure internet network connection and verified by an officially registered service provider.

### **14. EVIDENCE**

14.1 The Customer hereby agrees that the books, records / documents, electronic data tapes / cartridges, communication records, transaction proof records, sound recordings, CCTV recordings, computer print outs, copies or other forms of information or data storage regarding accounts, funds or transaction accounts determined by the Bank is perfect, valid evidence and binding the Customer even though the documents are not accompanied by the original documents and / or wet signature / electronic signature by the Customer and / or the Bank. If necessary or requested by the Customer, the Bank will send a report on each Account to the Customer using the means / media as determined by the Bank in its sole and absolute discretion. In the event that there are mistakes/errors of recording/bookkeeping by the Bank, the Bank has the right at any time to rectify the mistakes/errors, without prior approval from or notification to the Customer.

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- 14.2 The Customer hereby declares and agrees that the records and books made by the Bank of and/or resulting from the Bank's actions in rectifying the error/mistake in such records and books shall be conclusive against the Customer and bind the Customer as valid, absolute and perfect evidence.
- 14.3 In addition to the foregoing, for Account transactions conducted by the Customer via e-mail, facsimile and/or telephone and/or other electronic means as made available by Bank, the Customer agrees that any Instruction or communication submitted by the Customer through electronic means:
- (a) is valid, binding and applies as valid and perfect evidence, and has legal force even though these Instructions or communications are not accompanied by the original document or the wet signature / electronic signature by the Customer and / or Bank, except for Instructions or communications that are expressly required to be submitted in its original form and / or with a wet signature. The Customer agrees to waive Article 1888 of the Indonesian Civil Code; and
  - (b) will be proven with the Account's transaction report, any physical documents or electronic format i.e. e-mail, facsimile and/or voice recordings and other documents issued and/or used by the Bank in connection with Account transactions.
- 14.4 The Customer agrees that the Bank may record any and all electronic communications, including by telephone, e-mail, or other instruments between the Bank and the Customer in relation to the Bank's Accounts and/or Products. The Customer agrees and authorises the recording and monitoring of such electronic communication. The Customer acknowledges and agrees that the Bank has the right but is not required to carry out verification and identification of the Customer before carrying out the Instruction from the Customer for each Customer Instruction delivered through electronic means as specified in this Agreement.
- 14.5 The Customer hereby authorises, guarantees and accepts full liability for each Instructions submitted by electronic means provided by the Customer to the Bank or received by the Bank, whether or not the Instructions are given by the Customer or the person deemed authorised by the Customer.
- 14.6 The Customer understands, acknowledges and accepts each transaction and all consequences arising from each instruction and communication carried out in the manner as described above, and therefore the Customer indemnify the Bank against any and all losses, claims, actions, proceedings, demands, requests, costs and whatsoever expenses, in any form and manner, whenever it is incurred or suffered, arising from and/or caused by instructions and communication that the Customer has submitted to the Bank, as long as the Bank has process the transaction in accordance with the mechanism as agreed above.

## 15. GENERAL

### *Compliance with Law and Regulations.*

- 15.1 This Agreement is subject to the prevailing laws in Indonesia, including the regulations of the Indonesia Financial Services Authority ("**Otoritas Jasa Keuangan**").

### *Statements of Accounts*

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

- 15.2 For the avoidance of doubt, the Customer agrees to verify the correctness of all details contained in each Statement of Account and to notify the Bank within 7 (seven) calendar days from the date of such Statement of Account of any discrepancies, omissions or errors therein.

*Changes*

- 15.3 At any time, based on its sole discretion and prior notification no later than 30 (thirty) Business Days to the Customer, in the manner as specified below, the Bank may (i) change one or more Clause(s) of this Agreement or (ii) terminate the provision of an Account type set out in this Agreement permanently by:

- (a) announcement in the Account Statement sent to the Customer;
- (b) notification at the Bank's branch office;
- (c) using any other written notification;
- (d) notification through electronic media; and/or
- (e) notification through other means of communication as determined by the Bank in its sole discretion,

by observing and complying with the provisions in the prevailing laws and regulations.

- 15.4 If the Customer continues to use the Account (s) after the notification, the Customer is deemed to have agreed to and accepted these changes.

- 15.5 For the purpose of Account termination as provided in this Agreement, the Bank and the Customer hereby waive the provisions of Article 1266 of the Civil Code.

*Compensation / Calculation*

- 15.6 The Customer grants the right, power and full authority to the Bank, at any time to hold, withdraw and/or debit the Customer's Account or the Joint Account of the Customer in all branches of the Bank in order to pay or settle the Customer's entire outstanding and payable, currently or subsequently existing liabilities or debts. The Customer hereby renounces its rights to file objections or oppositions of any kind and for any reason against the account holding, disbursement and debiting conducted by the Bank.

- 15.7 The Customer and the Bank hereby waive and state the ineffectiveness of the provisions in Article 1427 of the Indonesian Civil Code in so far the Article requires that any receivables should have been paid/mature to make any compensation/offset of debt.

- 15.8 The Bank shall inform the Customer in the event that any Account is held, withdrawn and/or debited pursuant to Clause 15.6.

*FATCA Stipulation.*

- 15.9 The Customer agrees that in the event the Customer is tax subject under Foreign Account Tax Compliance Act (FATCA), the Customer must complete any required document(s) and form(s) related with FATCA required by the Bank and ensure the validity of any information in those document(s) and form(s).

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

15.10 If the Customer is become subject to FATCA reporting, then the Customer shall give written confirmation to the Bank within 30 (thirty) days after the change is known.

*CRS (Common Reporting Standard)*

15.11 Customer must complete the required information regarding CRS.

15.12 Customer agrees to bank submit the tax information to Indonesian Tax Authority then forward this information to Partner's State Tax Authority.

15.13 If the Customer ignores the point above, Bank has the right to reject the business relationship with Customers.

15.14 If there is change condition from previous CRS self-declaration information (invalid previous submission), Customer shall inform and give written confirmation to the Bank within 90 (ninety) calendar days after the change is known.

*Language*

15.15 This Terms and Conditions is provided in English and Bahasa Indonesian, and in the event of inconsistency or conflict between the two versions, the Indonesian text will prevail.

*Bank Transparency*

15.16 The Bank has given adequate information regarding the characteristics of Products offered/ marketed to the Customer and the Customer has understood and comprehended all consequences of utilizing the Products, including the benefits, risks and costs inherent therein.

*Authorisation*

15.17 Any authority granted by the Customer to the Bank in accordance with these Terms and Conditions shall:

- (a) be irrevocable;
- (b) allow the full right of substitution; and
- (c) allow the full statement by the Customer, wherever and to whomever, in all matters and actions relating to matters relating to this power.

15.18 The authorisation herein shall constitute a significant part of this Agreement and cannot be separated from this Agreement. The Customer agrees that the power granted by the Customer in this Agreement will not be revoked or terminated during the business relationship between the Customer and the Bank, for whatsoever reason, including but not limited to reasons as stipulated in Articles 1813, 1814 and 1816 of Indonesia Civil Code.

## **16. DEFINITIONS**

16.1 In this Local Addendum, the following words and expressions shall have the following meanings:

**Instruction** means all instructions given (whether in person, by telephone, facsimile, email or any other electronic means (including through the Electronic Services) or otherwise), including without limitation the

PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is an LPS guarantee participant

presentation of any Instrument or other payment instructions, to the Bank for or in connection with the operation of the Account(s) and/or Product(s);

**LPS** means the Lembaga Penjamin Simpanan, the official Indonesia Depositary Insurance Institution, established by Law number 24 in the Year of 2004 on 22 September 2004.

16.2 Unless the context requires otherwise, in this Local Addendum:

- (a) any reference to clauses and addendums are, a reference to clauses of and addendums to this Local Addendum, unless otherwise provided; and
- (b) any references to a time of day are to Jakarta time (GMT+7).