

**TERMS AND CONDITIONS  
OF ACCOUNT OPENING PT BANK OCBC NISP TBK**

Terms and Conditions of Accounts Opening PT Bank OCBC NISP Tbk, along with all amendments and/or renewal thereof ("**Terms and Conditions**") shall govern the legal relationship between PT Bank OCBC NISP Tbk ("Bank") and the Customer in connection with all products and services used by the Customer.

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In these Terms and Conditions, unless otherwise stated in the context, the following terms shall have the following meanings:

**"American Style"** shall mean refers to the movement of the Underlying Reference that will be observed "at any time" from the Transaction Date until the Determination Date and Time.

**"ATM" (Anjungan Tunai Mandiri or Automated Teller Machine)** shall mean electronic transaction facility owned by the Bank and/or other parties in cooperation with the Bank to facilitate Customers in conducting banking transactions.

**"Bank"** shall mean PT Bank OCBC NISP Tbk., a banking company domiciled in South Jakarta, including all of the Bank's branches offices in Indonesia.

**"Custodian Bank"** shall mean a party providing services for the custody of securities and related assets, as well as other services (including receiving dividends, interest, and other rights), facilitating securities transactions, and representing account holders who are its Customers. In this context, the Custodian Bank must be a party unaffiliated with the investment manager.

**"Bank Order Rate"** shall mean the exchange rate set/monitored by the Bank based on the Customer's FX Leave Order placement. The Customer's order will be executed when the Bank Order Rate is achieved/occurs in the foreign exchange market, but the executed order will be settled at the **Customer Order Rate**.

**"Bonus / Payout"** shall mean an additional return on the **Structured Product** that the Customer will receive based on specific conditions tied to the movement of the **Underlying Reference** during the **Observation Period** for **American style**, or solely based on the movement of the **Underlying Reference** on the **Determination Date and Time** for **European style**.

**"Futures Exchange"** shall mean a place/facility for trading contracts on financial instruments at a specific price, with the delivery of goods agreed to occur at a future date.

**"Minimum Interest Rate"** shall mean guaranteed interest rate level that will be provided to the Customer during the investment period.

**"Close Out"** shall mean Bank's action to calculate compensation for losses/expenses due to the termination of a transaction, caused by the Customer's failure to add Cash Margin or the occurrence of any **Default Event**.

**"Biometric Data"** shall refer to fingerprints, irises, facial recognition analysis, body movements, height, and physical characteristics of an individual.

**"Personal Data"** shall mean data regarding someone or entity, identified and/or can be identified standalone or combined with other information, directly or indirectly by using electronical or non-electronical systems, which will be governed further in Article 10 of these Terms and Conditions.

**"Direct Settlement"** for **FX Leave Order** shall mean the process of settling the executed **FX Leave Order** directly by the system, where the funds for the FX transaction originate from and are available in the Customer's related account.

**"European Style"** shall refer to the **Underlying Reference** movement observed only on the **Determination Date and Time**.

**"Extended FMCT Forward"** shall mean a foreign exchange transaction where the transaction period can be extended on the maturity date if the Customer wishes to keep the **short position** open.

**"Force Majeure"** shall refers to events occurring beyond human control, directly affecting the execution of transactions, including but not limited to changes in national situations, government policies, politics, military actions, wars, riots, natural disasters, mass strikes, national crises, epidemics, terrorism, rebellions, floods, fires, power outages, and telecommunications disruptions.

**"Full Movement Transaction"** shall mean a transaction where the fund movement fully follows the transaction date.

**"FX Leave Order"** shall mean transaction conducted by the Customer with the Bank in the form of **Intraday Order** and **Overnight Order**, which can be **Single Order, If-Done Order, or One Cancel/Other Order**.

**"Non-Today FX"** shall refer to FX transactions with **Tomorrow (TOM), Spot, and Forward** up to a maximum of 3 (three) months.

**"Forward"** shall mean a foreign exchange transaction with a settlement date exceeding 2 (two) Business Days from the transaction date.

**"Forward Rate"** shall mean the exchange rate used for **Forward** foreign exchange transactions.

**"Trading Day"** shall mean a day when activities at the Indonesia Stock Exchange occur, and transactions of securities/obligations and mutual funds are conducted.

**"Business Day"** shall mean a day, excluding Saturdays, Sundays, or official holidays, when the Bank is open for business (including foreign exchange transactions and foreign currency deposits) in the Republic of Indonesia.

**"Return"** shall mean the total return of the Customer's funds from the **Structured Product**, consisting of the **Minimum Interest Rate and Bonus**.

**"Instruction"** shall mean an instruction given by the Customer to the Bank in written,

oral/face-to-face form, or through electronic media such as internet banking, OCBC Mobile, email, and/or other electronic media for operating the Account.

**"If Done Order"** shall mean an **FX Leave Order** consisting of a pair of **Single Orders** for buying/selling or selling/buying the same currency pair and **base currency amount**, where the second order becomes active only if the first order is executed.

**"Intraday Order"** shall mean an **FX Leave Order** received from 08:00 WIB to 14:00 WIB and valid only during the Bank's working hours, from the time the Customer places the order until 15:00 WIB on the same Business Day.

**"Obligations"** shall refer to all amounts owed by the Customer to the Bank arising from the facilities or Products and/or Services provided by the Bank, whether actual, contingent, principal, collateral, individual, or joint.

**"Transaction Confirmation"** shall mean a written confirmation sent by the Bank to the Customer for each **Structured Product** transaction and/or other investment products.

**"Futures Contract"** shall mean a contract traded on a futures exchange to buy or sell an underlying asset from a financial instrument at a specific price on a future date.

**"Services"** shall mean banking services provided by the Bank to the Customer from time to time, in accordance with the Bank's terms and conditions.

**"Liquidation (liquidation position)"** shall mean the process of liquidating a Foreign Exchange transaction, either partially or entirely, by the Bank against the Customer's outstanding position.

**"Foreign Currency"** shall refer to any currency other than the Rupiah.

**"Base Currency"** shall mean the currency of the **Structured Product** placement.

**"Alternate Currency"** shall mean the counter currency of the currency pair being transacted, excluding the **Base Currency**.

**"Cash Margin"** shall refer to cash that the Customer must provide to the Bank as a requirement to guarantee the performance of payment obligations for transactions or product placements conducted by the Customer at the Bank.

**"Mark to Market"** shall refer to the fair value of financial instruments based on market prices for the instruments held or similar instruments.

**"Maintenance Margin"** shall refer to the minimum amount of funds and currency, as required/established by the Bank from time to time, that must be provided by the Customer to ensure that the foreign exchange transaction contract remains valid and/or must be maintained by the Customer during the execution of Futures Contract transactions, as stipulated by the Bank from time to time.

**"Digital/Electronic Media/Applications"** shall mean digital/electronic media/applications owned by the Bank, including **OCBC Mobile**, **Onboarding OCBC**, **RM Mobile**, or other digital/electronic media/applications developed by the Bank in the future. Any additions or

changes to these digital/electronic media/applications will be notified to the Customer through the media deemed appropriate by the Bank, while adhering to applicable laws and regulations in the Republic of Indonesia.

**"Customer"** shall mean the person(s) /entity who are the prospective or account holder at the Bank.

**"Netting"** shall mean the process of offsetting gains and losses through a series of transactions involving the same type of contract or different types of contracts.

**"Overnight Order"** shall mean an **FX Leave Order** received from 08:00 WIB to 15:00 WIB and valid outside the Bank's working hours, i.e., from 16:00 WIB on the same day until 08:00 WIB on the following Business Day.

**"One Cancel / Other Order"** shall mean a pair of **FX Leave Orders** consisting of a buy/sell instruction at a limit order and a **Stop-Loss Order**.

**"Book Building Period/Offering Period"** shall mean the period during which the Bank collects orders for **Structured Product** transactions or other investment products from the Customer.

**"Securities Company"** shall mean a party engaged in business activities and holding a license from the Financial Services Authority (OJK) as a Securities Issuance Underwriter (PEE), Securities Dealer Intermediary (PPE), and/or Investment Manager.

**"Margin Reserve / Reserved Margin"** shall refer to cash, in the currency and amount determined by the Bank from time to time, adjusted according to market conditions, deposited by the Customer with the Bank. This occurs when there is a price movement in the futures contract that moves against the Customer's position over time, causing the Initial Margin to fall below the minimum requirements set by the Bank.

**"Principal Placement / Nominal Placement"** shall mean the principal amount in the **Base Currency** of each **Structured Product** placement or other investment products conducted by the Customer through the Bank.

**"Observation Period"** shall mean a period/time to determine whether the Customer will receive a bonus or the nominal amount, starting from the **Transaction Date** until the **Determination Date and Time**.

**"Product"** shall mean banking products offered by the Bank from time to time to the customers in accordance with the terms and conditions determined by the Bank.

**"Account"** shall mean the account(s) owned by the Customer at the Bank, either individually or jointly with other person(s) and includes savings accounts, current accounts, time deposits, or other types of accounts opened by the Customer at the Bank from time to time.

**"Summary of Order Placement Results"** shall mean document sent by the Bank containing a summary of the results of the **FX Leave Order** placed by the Customer, sent on the relevant Business Day or the following day once the order outcome is known.

**"Set Off"** shall refer to the Bank's action to fully settle or reduce the Customer's obligations to the Bank (a) by utilizing the Cash Margin provided by the Customer to the Bank, and (b) by blocking and debiting the Customer's account with the Bank, if the Customer fails to fulfill their obligations, without requiring prior approval from the Customer.

**"Spread"** shall mean the difference between the **Customer Order Rate** and the **Bank Order Rate**, which serves as the Bank's margin or profit from the **FX Leave Order** placement if the order is executed.

**"Structured Product"** shall mean a product that combines two financial instruments, such as a non-derivative financial instrument with a derivative, or two derivatives, where the return level depends on the performance of underlying financial instruments, such as interest rates, exchange rates, or a combination thereof.

**"Stop-Loss Order"** shall mean buy or sell order designed to limit losses caused by market movements.

**"SPOT"** shall mean a foreign exchange transaction settled within 2 (two) Business Days after the transaction date (T+2).

**"Spot Rate"** shall mean the exchange rate used for **Spot** foreign exchange transactions.

**"Swap"** shall mean a transaction involving the exchange of two different currencies and two different exchange rates for two distinct settlement dates, executed simultaneously.

**"Single Order"** shall mean an **FX Leave Order** consisting of an instruction to place a buy or sell order only.

**"Strike Price (Strike Rate)"** shall mean the target price (exchange rate) at which the option buyer will execute the transaction with the seller.

**"Transaction Date"** shall mean the date when the Customer submits a request to place a **Structured Product** or other investment products.

**"Placement Date"** shall mean the date when the **Structured Product** or other investment products are initiated.

**"Determination Date and Time"** shall mean the date and time when the **Observation Period** ends, which also marks the **Option Transaction Maturity Date and Time**.

**"Maturity Date"** shall mean the date when the agreement/contract for a **Structured Product** or other investment products between the Customer and the Bank expires.

**"TANYA OCBC"** shall mean a banking service owned by the Bank that aims to provide convenience to Customers and non-Customers, accessible via telephone/mobile phone with number 1500999 (domestic) or +62-21-26506300 (international), as well as via Email, WhatsApp, Social Media, Live Chat, and other communication channels determined by the Bank from time to time.

**"TOD"** shall mean a foreign exchange transaction settled on the same day as the transaction date (T+0).

**"TOM"** shall mean a foreign exchange transaction settled within 1 (one) Business Day after the transaction date (T+1).

**"Option Transaction"** shall mean a contract that grants the holder/buyer the right, but not the obligation, to buy (call) or sell (put) foreign currency or interest rates in a specific amount (based on an underlying financial document) and will be exercised (realized) in the future at the agreed-upon price (strike rate). The seller/writer is obligated to fulfill the contract if the holder/buyer exercises the option.

**"Underlying Reference"** shall mean an asset or benchmark used to determine the performance of a **Structured Product**. The assets or benchmarks used in a **Structured Product** include foreign exchange rates, interest rates, and other assets.

**"Underlying Reference Rate"** shall mean the price level of the **Underlying Reference** applicable at a specific time.

1.2 Unless otherwise specified in the context:

- (i) headings shall not be intended to interpret the meaning and purpose of the provisions in these Terms and Conditions;
- (ii) Words denoting the singular also include the plural and vice versa;
- (iii) Words denoting a person also include a corporate entity.

## 2. **ACCOUNT OPENING**

2.1 For the purposes of opening an Account with the Bank, the Customer is obliged to (i) complete the account opening form or application, either electronically or non-electronically; (ii) provide all required and requested data, information, and statements to the Bank; and (iii) ensure that all information, data, documents, statements, guarantees, authorities, powers, and/or instructions given and/or uploaded electronically by the Customer to the Bank are true, complete, up-to-date, valid, and in compliance with applicable laws and regulations.

2.2 The Customer agrees that the Bank has the right to request additional information and documents and conduct further verification through electronic means such as telephone, SMS, or email if the Bank deems the adequacy and completeness of the information or documents, including any electronically uploaded documents, insufficient for the processing of the Customer's application.

2.3 The Customer declares that they understand and agree that the Bank has the right to reject the account opening application if any inaccuracies, incompleteness, or ambiguities are found in the information, data, statements, guarantees, authorities, powers, instructions, and/or documents submitted and/or uploaded by the Customer, as well as if the Customer does not meet the applicable Know Your Customer requirements.

2.4 The Customer hereby fully consents to the Bank using, managing, storing, and utilizing the information and/or documents and/or personal data, including Biometric Data received by the Bank or uploaded electronically by the Customer, in connection with the account opening process, subject to the provisions of applicable laws and regulations.

2.5 The Customer acknowledges and agrees that (i) for the purposes of identification and verification prior to providing banking services, including conducting Know Your Customer procedures at the time of account opening and/or product/service provision based on the

Customer's request or credit scoring determination, and (ii) for managing, processing, and following up on instructions, requests, and/or transactions made by the Customer, including providing/remitting reports to the Customer or authorized agencies according to applicable laws and regulations, either through the Bank's branch offices or other channels owned by the Bank, the Bank and its employees may disclose any or all information and specific matters related to the Customer to any party bound by an agreement with the Bank, including agents, service providers, and third parties designated or associated with the Bank, directly or indirectly.

### **3. CANCELLATION OF ACCOUNT OPENING APPLICATION**

Unless otherwise provided by applicable laws and regulations, the Customer agrees that the Bank may reject or cancel the account opening application, product, and/or service submitted by the Customer/prospective Customer by providing reasons for such rejection or cancellation to the Customer/prospective Customer.

### **4. GUARANTEED DEPOSITS**

4.1 The Customer hereby acknowledges and agrees that in accordance with the applicable provisions and regulation regarding the Deposit Insurance Agency (hereinafter referred to as "Deposit Insurance Regulations"), the guaranteed deposits covered by the Deposit Insurance Agency are limited to the principal and interest of deposits, with a maximum deposit guarantee amount per Customer per Bank being IDR 2,000,000,000 (two billion Rupiah), which is determined from time to time according to the Deposit Insurance Regulations.

4.2 The Customer understands and agrees that (i) if the Customer's deposits, including the principal and interest, exceed the maximum deposit guarantee amount set by the Deposit Insurance Agency, and/or (ii) if the Customer receives an effective deposit interest rate from the Bank that exceeds the maximum interest rate guarantee established by the Deposit Insurance Agency from time to time, including cash or cashback related to fund collection, and/or (iii) purchases securities market products, and/or (iv) places funds in Structured Products, which result in the Customer's interest rate exceeding the interest rate guarantee established by the Deposit Insurance Agency, then the Customer's deposits, securities market products, and/or Structured Products will not be fully guaranteed by the Deposit Insurance Agency (both principal and interest).

4.3 The Customer may file an objection to the decision on the designation of deposits (not included in the Deposit Insurance Program) directly with the Deposit Insurance Agency.

4.4 Information on the applicable Deposit Insurance Agency interest rates can be accessed on the Deposit Insurance Agency 's website at <https://apps.lps.go.id/BankPesertaLPSRate>.

### **5. CUSTOMER INSTRUCTIONS**

5.1 Instructions in connection with the Account shall be given by or on behalf of the Customer in accordance with the current authority and mandate for that Account. Instructions can be given in writing, electronically, or by any other form or method approved by the Bank from time to time.

5.2 Instructions received by the Bank cannot be cancelled, withdrawn, or changed unless the Bank agrees in writing or electronically or by any other form or method.

5.3 Specimen of the Customer's signature and signing authority or authorized signatories for conducting banking transactions with the Bank, provided in writing, will remain valid until the Bank receives a written cancellation from the Customer.

5.4 The Customer agrees that the Bank has the right but is not obligated to perform further verification of signatures beyond comparing them with the specimen of signature held by the Bank. The Customer agrees that the Bank has the right to refuse checks, drafts, or other instructions if, in the Bank's opinion, the Customer's or authorized representative's signature differs from the samples held by the Bank.

5.5 The Customer agrees that any consent given using an OTP (One-Time Password) sent to the Customer via SMS to the Bank constitutes a valid and binding Instruction and consent provided by the Customer to the Bank and can be fully used as evidence as provided under applicable laws and regulations.

5.6 The Customer agrees to be fully responsible for all Instructions performed using the OTP processed by the Bank, and the Customer agrees to release the Bank from any claims, lawsuits, or other legal actions from any party related to the execution of such Instructions.

5.7 The Bank will endeavor to execute the Customer's Instructions to the best of its ability, but the Bank is not liable for any failure in execution, except where caused by the Bank's negligence or actual fault.

5.8 The Bank is not liable for any losses suffered by the Customer arising from or related to:

- a. Any Instructions/orders and communications from the Customer;
- b. Cancellation of Instructions/orders for transactions that have been accepted and executed by the Bank;
- c. Any issues related to telecommunications networks;
- d. Any Instructions/orders from the Customer that are incorrect or incomplete;
- e. Any errors or negligence by the Customer in complying with the terms and conditions, guidelines, procedures, and instructions provided by the Bank;
- f. Any delays or refusals to execute Instructions/orders due to compliance with applicable laws and regulations or due to the Customer's errors or negligence in complying with the terms and conditions related to Bank Products or Services;
- g. Any loss of any kind arising from or related to the execution of Instructions/orders and communications that, according to the Bank, have been received from the Customer based on information, data, and documentation stored in the Bank's system.

## 6. CANCELLATION AND STOP PAYMENT OF CHECKS BY THE CUSTOMER

6.1 If the Customer intends to cancel or terminate the payment of a cheque that has been issued by the Customer, the Customer must submit an Instructions to the Bank by stating complete information about the cheque, such as:

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

After receiving the written Instructions, the Customer must complete any additional documentation required by the Bank. Instruction for the termination of payment will be carried out by the Bank based on the Bank's best efforts, and the Bank, at its sole discretion and/or based on Bank Indonesia regulations, may choose not to execute this written Instruction for any reason.

6.2 If the instruction for termination of payment as mentioned in Article 6.1 above is implemented by the Bank, the Customer agrees to bear and indemnify the Bank for all costs, losses, or liabilities incurred by the Bank as a result of the non-payment of the cheque.

7. **ACCOUNT REPORT**

The Bank will provide an Account statements to the Customer monthly or at certain times determined by the Bank. The Customer agrees to verify the accuracy of all details contained in each Account statement and to notify the Bank within 7 (seven) calendar days from the date of the Account statement if there are discrepancies, missing data, or errors in it. After this period, the details in the Account statement will be deemed accurate except for the errors that have been notified by the Customer to the Bank. The Customer agrees that the Bank has the right to correct any errors contained in the Account statement at any time.

8. **INTEREST**

8.1 The terms regarding interest offered by the Bank to the Customer may change in line with the banking market conditions and the Bank's internal policies. These changes can be viewed at the Bank's branches or through the Bank's electronic media.

8.2 Interest income received by the Customer will be subject to tax, the amount of which is in accordance with applicable tax regulations.

9. **FEE / COMMISSION**

9.1 The Bank has the right to debit the Account for fees or charges listed in the Bank's fee schedule, as well as other fees, charges, interest, taxes, and penalties (including but not limited to legal fees and stamp duties, if applicable) that the Customer is required to pay to the Bank in relation to:

- (a) A Product and/or Service;
- (b) Liabilities of any kind arising in connection with the Account or otherwise; or
- (c) The Overdraft balance in the Account.

9.2 Fees as specified in the Bank's fee schedule will be charged if the Customer fails to maintain the required minimum balance for the Account or if the Account remains inactive for a certain period as determined by the Bank from time to time. Fees as specified in the Bank's fee schedule may also be deducted if the Customer closes the Account within the period specified by the Bank from time to time.

9.3 The Bank may change the applicable exchange rates and the amounts of fees or charges that the Customer is required to pay as specified in the Bank's fee schedule.

9.4 In the event of any changes to fees, charges, and/or commissions, the Bank will provide prior notice through its branches or other channels owned by the Bank.

10. **CUSTOMER PERSONAL DATA PROTECTION**

10.1 If Personal Data related to the Customer is currently being or will be collected, used, or disclosed by the Bank, the Customer agrees that the disclosure of their Personal Data will be used for purposes reasonably necessary by the Bank in connection with the provision of products and/or services to the Customer.

10.2 Should there be any Personal Data related to any individual other than the Customer, and such data is currently being or will be collected, used, or disclosed by the Customer to the Bank or its affiliates or partners working with the Bank, the Customer hereby confirms and states that the individual whose Personal Data is being disclosed in connection with the provision of an account and/or products/services to the Customer, or at the Customer's request or through the Customer from time to time, has, before such disclosure, understood and agreed to the disclosure, and the collection (including but not limited to through voice recordings or electronic systems), use, and disclosure of their Personal Data by the Bank or its affiliates or partners for purposes reasonably necessary to provide an account and/or products/services to the Customer.

10.3 The Customer and any other individuals as stipulated in Article 10.2 above are required to read our Privacy Policy, which can be accessed at <https://www.ocbc.id/privacy-policy> which further governs the disclosure, provision, rights of the Personal Data subject, basis for processing, storage, and other matters related to the protection of Personal Data, including the right to access Personal Data. This Privacy Policy is an integral and inseparable part of these Terms and Conditions.

## 11 **DATA UPDATE**

11.1 The Customer must promptly notify and communicate to the Bank any changes to any information or data of the Customer, including but not limited to changes in name, address, phone number, information or data recorded on identity documents (e-ID card or passport, whichever is relevant based on the Customer's residency status), and/or Taxpayer Identification Number (NPWP) (or other tax identification document, specifically for non-Indonesian residents), information related to the Customer's employment/business, and any other discrepancies or differences from the information or data previously provided by the Customer to the Bank, whether communicated physically or through electronic means.

11.2 In the event of any changes to the Customer's data or information, the Customer hereby authorizes the Bank and/or any party appointed by the Bank to update or adjust any information or data of the Customer stored in the Bank's system.

## 12. **DORMANT ACCOUNTS**

12.1 Based on the Bank's policy, the Bank has the right to change the status of an Account from active to inactive (*dormant*) if there has been no banking transaction activity conducted by the Customer for a consecutive period of 375 (three hundred seventy-five) calendar days.

12.2 During the *dormant* status, the Customer cannot perform any debiting or crediting transactions, except for the following transactions related to the following fees which can still be processed: (a) account administration fees, including *dormant* account administration fees; (b) interest payments; (c) tax payments on interest; (d) stamp duty charges for account statements; (e) debits through clearing or third-party check clearing for Rupiah Current Accounts; (f) Safe Deposit Box (SDB) rental extension fees; and (g) debits related to any outstanding obligations of the Customer to or through the Bank.

12.3 For *dormant* accounts, the Bank has the right to charge administrative fees, which will be debited from the Account in amounts determined according to the Bank's policies, with prior notice through the Bank's branches, website at [www.ocbc.id](http://www.ocbc.id), or other media designated by the Bank, while adhering to applicable laws and regulations.

12.4 To reactivate a *dormant* Account, the Customer must visit the nearest Bank branch to complete and sign the Account activation form in the presence of Bank staff. For joint Accounts labeled "And," activation must be done jointly by all Account holders, whereas for joint Accounts labeled "Or," activation can be done by any one of the joint Account holders. Reactivation of *dormant* Accounts, except for joint Accounts labeled "And," can also be done through debit transactions such as cash withdrawals, transfers, payments, purchases, and transfers via ATMs, Internet Banking (including OCBC Business), or the OCBC Mobile app.

12.5 Once a *dormant* Account is reactivated, the Customer is required to use the Account for transactions.

12.6 The Customer agrees that if the *dormant* Account has a zero balance (IDR 0), the Bank has the right to close the Account without prior notice to the Customer.

**13. ASSIGNMENT / COLLATERALIZATION OF THE ACCOUNT**

Without the prior written consent of the Bank and in accordance with the terms and conditions specified by the Bank, the Customer shall not assign or pledge the Account, in whole or in part, as collateral for the benefit of any third party, nor undertake any other actions related thereto.

**14. OVERDRAFT ON THE ACCOUNT**

14.1 The Customer undertakes to ensure that no overdraft occurs on the Account, even temporarily, unless the Bank permits it or the Customer obtains prior written consent from the Bank, and such consent is subject to the terms and conditions specified by the Bank.

14.2 Any debit balance on the Account must be settled immediately by the Customer. At the Bank's request, the Customer shall pay all interest and fees on the debit balance, calculated at the interest rate determined by the Bank from time to time, with interest accruing daily and charged at the end of each month or at times determined by the Bank from time to time.

**15. RIGHT TO DEBIT FOR TAXES**

15.1 If the Bank is required by Law, regulations in Indonesia, or rules to which the Bank is subject under an agreement/contract to deduct taxes, the Customer hereby grants the Bank the authority to make such deductions from the relevant Account(s).

15.2 The Customer agrees that if the tax is payable in a currency different from the Account currency, the Bank is authorized to convert the amount to the required currency using the Bank's prevailing exchange rate, and the conversion costs shall be borne by the Customer.

**16. REJECTION AND SUSPENSION OF TRANSACTION**

16.1 The Customer agrees that the Bank has the right to refuse or not execute Instructions if (i) the Instructions do not comply with applicable laws, regulations, or statutes, including anti-money laundering laws, Indonesia's Corruption Eradication Act, Indonesia's Anti-Money Laundering Act, and international laws, and compliance with the prevention of financing for terrorism and sanctioned entities; or (ii) the Instructions would cause the payment amount to exceed the credit balance in the Account; or (iii) based on its judgment, the Bank determines that the Instructions provided by the Customer cannot be verified.

In the event that it is necessary, in relation to the provisions of this paragraph, the Bank has the right (i) to request the provision of all information required by the Bank to comply with such laws and regulations, including but not limited to the Customer's name, address, age,

gender, personal identification details, income, occupation, assets, liabilities, source of wealth, purpose of Account opening, investment objectives, financial plans, or other related financial information; (ii) to request the Customer to provide updated information to the Bank; (iii) to delay and review all payment orders and other information or communications sent to or by the Customer, or on behalf of the Customer through the Bank's system; and (iv) if necessary, in relation to potential terrorist financing, to conduct further investigations to determine whether names appearing in any transactions conducted or to be conducted by the Customer through the Account are those of terrorists.

16.2 The Customer agrees and acknowledges that, to the extent permitted by applicable laws and regulations:

- (a) The Bank has the right to refuse to execute Instructions for a transaction on an Account;
- (b) The Bank has the right to refrain from sending an activation code or OTP or any other code with a similar purpose;
- (c) The Bank has the right to hold funds in the Account and restrict the Customer's right to withdraw from the Account,

if there is any doubt, discrepancy in Instructions, OTP code error, disputes between the Customer and another party causing conflicting Instructions, or suspicion of criminal activities, including but not limited to forgery, fraud, invalidity, or irregularity of Instructions/Account transactions, or as a follow-up to reports of suspected criminal activities related to the invalidity or irregularity of Instructions/Account transactions, or as a follow-up to reports of suspected criminal activities related to the falsity or irregularity of information provided by the Customer to the Bank.

16.3 In connection with the conditions as referred to in Article 16.1 and/or Article 16.2 above, the Customer agrees that the Bank has the right:

- (ii) to delay, suspend, or terminate, either temporarily or permanently, including extending temporary suspension, or refuse to process part or all of such Instructions/transactions, either on its own initiative or at the request/instruction of an authorized agency;
- (iii) to block or hold funds in the Account, including debiting the Account and restricting the Customer's right to withdraw funds or freezing the Customer's Account activities (including other Accounts owned by the Customer at the Bank) or not providing/restricting access to Bank facilities/services (including safe deposit boxes);
- (iv) to fulfill its obligations regarding Customer information to authorized parties as required by applicable laws and regulations;
- (v) to know the sources and purposes of the Customer's Account funds or those authorized or owned by the Customer, related to transactions deemed irregular or inconsistent with the profile;
- (vi) to implement blocking measures as a follow-up to reports of suspected criminal activities, lift the block, or debit the Account to return funds to another Customer Account upon request of an interested party if, based on the Bank's investigation, it is suspected or confirmed that the information provided by the Customer to the Bank is false;
- (vii) to close the Customer's Account.

16.4 The Customer releases the Bank from any losses (both direct and including lost profits or interest) or damages suffered by any party resulting from any actions taken by the Bank pursuant to this Article 16.

16.5 Subject to applicable laws and regulations, the Bank may notify the Customer regarding the refusal or delay of transactions as regulated in this Article.

17. **COMPENSATION / CALCULATION**

17.1 The Customer hereby grants the Bank full rights, powers, and authorities at any time to block, release, or debit the Customer's account or the Customer's joint account at all branches of the Bank in order to settle or pay all of the Customer's obligations or debts that are currently owed and must be paid, whether existing or future. The Customer hereby waives all its rights to object or resist in any form or for any reason against the blocking, release, and debiting carried out by the Bank.

17.2 The Customer and the Bank hereby waive and declare inapplicable the provisions of Article 1427 of the Indonesian Civil Code do not apply, to the extent that the said article requires that for the purpose of compensation/calculation of a debt, the debt must already be due and payable.

17.3 The Bank will notify the Customer regarding the blocking or debiting that has been carried out as stated in Article 17.1 above.

18. **LIMITATION OF LIABILITY**

18.1 Neither the Bank nor its employees or agents shall be liable for any actions or failures to act, unless caused by the Bank's negligence or intentional failure.

18.2 Without limiting the foregoing, the Bank shall not be liable for any costs, losses, damages, liabilities, or consequences suffered or incurred by the Customer due to:

- (a) the Bank acting in good faith based on the Customer's instructions;
- (b) the operation of the Account being delayed or disrupted due to reasons beyond the Bank's control;
- (c) delays or failures in the delivery or communication facilities of parties other than the Bank;
- (d) the value of funds credited to or debited from the Account decreasing due to taxes, depreciation, or unavailability caused by restrictions (arising for any reason) in conversion, takeover, transfer, voluntary actions, compulsory seizure, exercise of government or military authority, war, strikes, or other causes beyond the Bank's control;
- (e) checks or bank drafts lost outside the Bank's fault;
- (f) the Bank's rejection of the Customer's instructions due to discrepancies in the Customer's signature or data in the Bank's records;
- (g) the Customer's negligence, failure, or criminal acts.

18.3 The Bank shall not be liable for any loss, damage, or cost suffered or incurred by the Customer (whether due to forged signatures, material changes to withdrawal instructions, or any other reason) not caused by the Bank's error. If the Bank has debited the Customer's Account based on a withdrawal or payment request involving a forged Customer signature or that of an authorized party, the Bank shall not be liable for reversing the debit or compensating the Customer for the debited funds.

18.4 The Customer is required to be aware of the exchange rate risks associated with deposits in foreign currency, particularly the decline in the exchange rate of the foreign currency compared to the Customer's chosen currency, which may reduce (or eliminate) the Customer's income or earnings from the foreign currency deposit.

18.5

The Customer hereby agrees to release and exonerate the Bank from any claims, demands, losses, damages, or costs that may arise now or in the future, provided they are not caused by the Bank's actual negligence or fault in the following:

- (ii) misunderstandings, damage, delays, loss, or errors in the transmission of instructions and communications, whether through mail, telephone, telegram, telex, fax, or other communication media;
- (iii) (ii) limitations on usage or unavailability or non-payment of funds caused by foreign exchange restrictions, unavailability of the requested foreign currency, or other reasons beyond the Bank's control;
- (iv) the Bank's account statements or notices sent to the Customer being received, read, or misused by unauthorized parties to the Account;
- (v) the token and PIN being known by other persons or parties;
- (vi) the OCBC ATM card being transferred to other persons or parties;
- (vii) losses or claims arising from or related to goods delivery transactions conducted by the Customer with a merchant;
- (viii) the unauthenticity, invalidity, incomplete filling, or other aspects of documents received by the Bank from the Customer, as well as if such documents prove ownership of the items listed in the documents. The Bank is not liable for the parties issuing or endorsing these documents, including but not limited to the authenticity, validity, or accuracy of the authority and signatures stated in the documents.

19.

## INDIVIDUAL ACCOUNTS

If the Customer is an individual, the Bank recognizes only the heirs in the event of the Customer's death. After receiving notification of the Customer's death, to protect the Customer's interests, the Bank has the right to freeze the Account until the Customer's heirs provide and complete the documents required by the Bank in accordance with the Bank's applicable regulations. Regardless of the above, the Customer agrees that the Bank has the right to request proof of the heirs in the form of documents acceptable to the Bank and other necessary evidence, so that the Bank can identify the rightful heirs in accordance with applicable laws.

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20.1

## JOINT ACCOUNTS

If the Account(s) are opened in the name of two or more individuals ("**Joint Account**"), those individuals are jointly and/or individually responsible for the obligations arising from the Joint Account. Any reference to "Customer" in these Terms and Conditions or other documents related to the Joint Account shall be interpreted as the Joint Account holder(s), whether jointly or individually, with the following provisions:

- (a) If the Joint Account is operated with a single signature (Joint Account "Or"), instructions from one of the Joint Account holders will be accepted by the Bank, and such instructions will be binding on the other Joint Account holders.
- (b) If the Joint Account is operated with joint signature authority (Joint Account "And"), any instruction must be in writing and must be provided by all Joint Account holders in one or more instructions, all of which constitute the same document.
- (c) The Joint Account holders are liable for all consequences and risks arising from the opening and execution of transactions related to the Joint Account. The Bank will not provide compensation and/or liability in any form to the Customer or any third party for claims and losses arising from disputes/conflicts (if any) occurring between the Customers who established/authorized the opening of the Joint Account.
- (d) Upon receipt of notice of the death of one of the Joint Account holders, the Customer agrees that the Bank has the right to:

- (i) freeze the Account and retain the entire credit balance until the replacement of the deceased Joint Account holder provides a deed or required documents as per applicable laws; or
- (ii) pay the credit balance in the Joint Account to the surviving Joint Account holders and the heir(s) (the deceased Customer), and if there are multiple surviving Joint Account holders, to all such holders and their heirs, provided that before such payment, the debt of one of the Joint Account holders to the Bank is settled using the credit balance in the Joint Account.

(e) The Joint Account holders and their heirs, together with the Joint Account holders, promise to release the Bank from all claims, costs, expenses, losses, and damages, including those arising from:

- (ii) the payment of the credit balance in the Joint Account to the surviving Joint Account holders as described above;
- (iii) the freezing of the Joint Account and retention of the credit balance in the Joint Account as described above; and
- (iv) disputes between the Joint Account holders and the individual representatives of deceased Joint Account holders.

20.2 The rules for the issuance and use of the OCBC ATM Card for Joint Accounts follow the general terms of use of OCBC ATM/Debit Cards applicable at the Bank and can be accessed on the Bank's website at [www.ocbc.id](http://www.ocbc.id) . For information regarding fees, please visit [ocbc.id/tarif-dan-biaya](http://ocbc.id/tarif-dan-biaya).

**21. ACCOUNT(S) IN THE NAME OF THE COMPANY**

In the case of Account(s) opened in the name of a company, the Bank permits changes in the authorized signatory, but the Bank is not obliged to accept such changes unless the Bank is satisfied that such changes have been accompanied by the documentation required by the Bank to make such changes. In the event of liquidation of the company, funds credited to the Account may only be withdrawn and paid to the company's liquidator or receiver or other authorized person or appointed body in accordance with applicable laws and regulations.

**22. TIME DEPOSIT**

22.1 The Customer agrees that the Bank has the right to:

- (i) refuse to accept deposits or limit the amount that can be deposited and return all or part of the amount submitted by the Customer to the Bank for depositing, and
- (ii) refuse deposits in foreign currency.

22.2 Any deposit made by the Customer will be processed in accordance with the Bank's terms and conditions and procedures, as amended from time to time. The deposit proof will be validated according to the applicable rules and procedures by the Bank's official.

22.3 Deposits made with funds from checks/bank drafts can only be placed in the deposit after the funds have been received by the Bank.

**23. INKASO**

23.1 All checks/bank drafts credited to the Bank will be accepted by the Bank as an agent for collection, and the Bank may send the checks/bank drafts to the issuer, the drawee, or another payer for handling in accordance with their own regulations. Checks/bank drafts in foreign currency, as well as postal and money orders received for collection, will be credited only after the Bank has received payment.

23.2 Any fund transfer, whether via mail, telegraph, electronic means, or negotiable instruments received for credit, cannot be withdrawn until the funds have been received by the Bank. If such a transfer is canceled for any reason, the Customer's Account will be immediately debited, and the Bank will reclaim any interest already calculated or credited in connection with such cancellation.

23.3 The Customer agrees that the Bank may refuse to accept the collection of checks/bank drafts or other instruments drawn on third parties. If accepted by the Bank, such acceptance is without any liability on the Bank's part, and the Customer is fully responsible for the authenticity and validity of all endorsements. Checks/bank drafts or other instruments with multiple endorsements will not be accepted by the Bank unless previously arranged with the Bank.

23.4 All checks, promissory notes, other payment instructions (hereinafter referred to as "items") received by the Bank for credit to the account are subject to the following terms and conditions:

- (a) If payment is made into the Account, the credit will be conditional and revocable until the funds from such payment have been received by the Bank.
- (b) The Bank may directly submit the *item* to the issuing bank or its chosen correspondent bank.
- (c) The Bank's rights against the Customer regarding any *item* shall not be diminished by:
  - (i) the loss, damage, or rejection of the *item*;
  - (ii) the Bank's enforcement of claims; or
  - (iii) the making of an agreement (which is hereby authorized by the Customer) with a third party.
  - (iv) the rejection of the *item*, voucher, or report.
- (d) The Customer hereby declares that it will not protest, surrender, or reject the item, and hereby waives its rights to reclaim or request a set off against the Bank.

#### **24. CASH WITHDRAWALS**

24.1 Cash withdrawals for any amount deposited in a foreign currency account depend on the availability of foreign currency cash at the Bank. Payments for the withdrawn amount will be made in the form of a telegraphic transfer by the Bank, unless approved otherwise.

24.2 Customer withdrawals will be conducted in accordance with the procedures determined by the Bank from time to time. Withdrawals can only be made after the Bank receives an acceptable withdrawal instruction, including the provision of the Customer's identification card or passport, or the signature of an authorized signatory. Unless previously approved in writing by the Bank, withdrawals may only be conducted in writing and signed in accordance with the sample signature and authority accepted by the Bank. Any arrangements made with the Bank for withdrawal instructions other than in writing are done at the Customer's own risk, and the Bank shall not be liable for any losses, damages, or obligations incurred or suffered by the Customer in connection with such arrangements.

24.3 Checks/bank drafts must be signed in accordance with the sample signature provided by the Customer to the Bank. The Bank may reject checks/bank drafts that do not match, and may refuse to pay for checks marked "payable to bearer" that have been canceled, without any liability on the Bank's part. The Bank is not responsible for the identity of the signatory on the back of a check presented by the bearer and reserves the right to refuse payment of such a check. The Customer is fully responsible for the authenticity and validity of all endorsements on checks drawn on the account.

24.4 check/bank draft deposited by the Customer is rejected by the issuing bank, and the Customer does not claim it within 1 (one) year from the date of rejection, the Customer agrees that the Bank has the right to destroy the check/bank draft.

24.5 The Customer is fully responsible for safeguarding checks/bank drafts. If a check/bank draft is lost, missing, or stolen, the Customer must immediately notify the Bank in writing. If the notification is made orally, it must be followed by a written notice, accompanied by a police report. A police report received after 13:00 (1:00 PM) will only be valid on the following business day.

24.6 Upon account closure, whether initiated by the Customer or the Bank, all check/bank draft forms provided to the Customer and not yet used shall be entirely the Bank's property, and the Customer is required to return them to the Bank.

24.7 **Blank Checks/Bank Drafts**  
(a) Procedures for withdrawing funds using blank checks/bank drafts are governed by and subject to the regulations of Bank Indonesia.  
(b) In the event a check/ bank draft is deposited with another bank or payment is made without sufficient funds, the check/bank draft or payment will be reported to Bank Indonesia in accordance with applicable laws and regulations, and the Bank will issue a warning letter to the Customer.

**25. ACCOUNT USAGE**

25.1 The Customer understands and agrees that the Customer will use the Account for transactions that do not conflict with applicable laws and regulations, internal bank policies, or other national and international regulations related to the execution of such transactions, whether directly or indirectly. The Bank shall not be liable for any compensation or responsibility in any form to the Customer or any third party for any claims, demands, or losses arising from the Customer's use of the Account for transactions classified as suspicious or prohibited under applicable laws, internal bank policies, or other national or international regulations governing the Customer's direct or indirect transactions.

25.2 When conducting transactions using the Account, the Customer acknowledges and agrees that there are specific sanctions imposed by governments, including the Government of the United States or other countries, and/or authorized institutions, against certain countries, entities, or individuals. In this regard, the Bank reserves the right to refuse to execute/process transactions that violate these sanctions. Authorized institutions may require the disclosure of related information. The Bank shall not be liable if the Bank or any other party fails or delays in executing transactions or disclosing information as a result of direct or indirect violations of these sanctions.

25.3 In the event that the Customer is a business entity or other legal entity, the Customer is obliged to adjust the Customer's articles of association with the applicable laws and regulations, including but not limited to the provisions of the latest Limited Liability Company Law, its implementing regulations, and any amendments or replacements thereof (if applicable).

25.4 The Customer agrees to comply with the Bank's policies and applicable financial sector regulations, including updating the Customer's data with the Bank at any time upon the Bank's request.

26. **BANK'S PAYMENT OBLIGATIONS**  
If there is a currency that constitutes the Bank's payment obligation but is unavailable due to: (i) currency conversion restrictions, (ii) government-imposed restrictions, (iii) transfer, takeover, actions, orders, regulations, or laws by the government, (iv) voluntary transfers, (v) forcible seizures, (vi) enforcement of military authority, or (vii) war actions, civil disputes, financial union, exchange, or similar circumstances beyond the Bank's control, the Bank shall be deemed to have fulfilled its payment obligation by making the payment in another currency (at the exchange rate applicable at the Bank) that the Bank deems appropriate.

27. **ACCOUNT BLOCKING AND ACCOUNT DEBITING**  
27.1 In accordance with the principle of prudence, the Bank is entitled, and the Customer hereby grants the Bank authority to freeze either a portion or the entire balance in the Account and/or debit the Account, if:

- (a) there is a request from the Customer for the Bank to freeze the Customer's Account in accordance with the procedures established by the Bank from time to time;
- (b) there is a notice that the Customer has passed away or become legally incapacitated. The Bank shall lift the freeze if there is convincing evidence that the Customer is alive/legally capable or upon a request from another party (e.g., a legitimate heir, guardian, or curator) based on evidence accepted by the Bank;
- (c) for Joint Accounts, (i) there is a dispute among the Joint Account holders, or (ii) the death of one of the Joint Account holders. Regarding disputes in Joint Accounts, the Bank shall lift the freeze upon receipt of a written request or instruction from the Joint Account holders for the removal of the freeze or a binding legal decision;
- (d) for asset protection, there is a request from the police and/or prosecutor's office or a court-ordered seizure by the Court or authorized institution, or there are suspicions of forgery, reports of potential criminal activity, or other events that may cause losses to the Bank and/or the Customer;
- (e) there are indications and/or suspicions of internal disputes by the Customer or other matters that may harm the Customer, until the Bank receives evidence of the resolution of the dispute.

27.2 The Bank is obligated at all times to correct errors or mistakes within the Bank, whether due to human error, system malfunctions, or errors by third parties cooperating with the Bank, or errors by the originating bank requesting a refund. This applies whether the Bank credits or debits the Account or executes any instructions related to such matters. In the event of errors or mistakes caused by the Bank or the originating bank, the Customer hereby declares:

- (i) to grant the Bank permission to debit the Account to correct such errors/mistakes, if necessary;
- (ii) not to claim compensation or sue the Bank or its employees for such corrections within a reasonable period as determined by the Bank after it becomes aware of the error, provided that the error was not caused by the Bank's actual negligence.

28. **ACCOUNT CLOSURE, PRODUCT/SERVICE TERMINATION**  
28.1 For the opening of Current Accounts through non-electronic/digital media, the Customer agrees that if the Customer has not made an initial deposit, the Bank has the right to close the Current Account within 90 (ninety) calendar days from the account opening.

28.2 If the Customer wishes to close the Account(s), the Customer must provide written instructions to the Bank and comply with the procedures determined by the Bank.

28.3 In the event of account closure:

- (a) According to Article 28.2 above, the Bank may release all its obligations related to the Account by paying the Customer, in the currency of the Account, the credit balance in the Account.
- (b) The Customer shall promptly return to the Bank any unused checks/bank drafts. If not returned, the Customer shall release the Bank from any losses, costs, or expenses arising from the misuse of such checks/bank drafts.
- (c) The Bank has the right to collect/obtain payment from the Customer for obligations(s) that have not been fulfilled by the Customer along with interest, fines and/or other fees imposed on them (if any).
- (d) If after the Account(s) are closed there are still remaining funds in the Account(s), the remaining funds will remain the property of the Customer and the Bank will credit the funds to another account in the name of the Customer at the Bank or an escrow account, after deducting the Account closing fee and other fees and payment obligations that have not been fulfilled by the Customer (including overdrafts) to the Bank.
- (e) The remaining funds in the escrow account as referred to in point (d) above that have not been or are not withdrawn by the Customer do not receive any interest or compensation, and the Bank has the right to charge an administration fee or the remaining funds in the escrow account. If the Customer still does not make a withdrawal or does not give any instructions to the Bank for the funds entered into the escrow account, the Bank has the right to take action(s) as regulated in the applicable laws and regulations.

28.4 Without prejudice to the above general provisions, in the event of any of the following occurrences, the Customer agrees that the Bank has the right, upon notice, to close the Account(s):

- (a) Failure by the Customer to meet the terms and conditions of this Agreement;
- (b) There is a reason to file a bankruptcy petition against the Customer;
- (c) If the Customer has died, become incapacitated, or is no longer capable (legally incapacitated);
- (d) A request by a party for the appointment of a guardian;
- (e) If the fulfillment of obligations under these terms and conditions conflicts with the law;
- (f) If the Account balance is below the minimum amount determined by the Bank from time to time;
- (g) According to the Bank's discretion, the use of the Account is not aligned with the purpose of the Account opening;
- (h) If the Customer's name appears on the Blacklist issued by:
  - (i) Bank Indonesia (Central Bank);
  - (ii) International Institutions (e.g., the UN's list of terrorists);
  - (iii) Governmental Institutions/Authorized Bodies;
  - (iv) Bank Monitoring List
- (i) There is an order/instruction from an authorized official under applicable laws;
- (j) For other reasons based on the Bank's discretion.

28.5 Pursuant to the regulations of the Financial Services Authority (OJK) on the Implementation of the Anti-Money Laundering and Anti-Terrorism Financing Program in the Financial Services Sector, the Bank is obligated to reject, cancel, or terminate the business relationship with the Customer if:

- (a) The completeness of supporting documents/information provided by the Customer does not meet the requirements stipulated in the OJK regulations on the

Implementation of the Anti-Money Laundering and Anti-Terrorism Financing Program in the Financial Services Sector;

- (b) The information provided by the Customer is questionable in terms of accuracy, or the documents used are known or suspected to be forged;
- (c) The use of the Account is inconsistent with the Customer's profile or the Account was opened using a fictitious name;
- (d) The transaction source is known or suspected to originate from criminal activities;
- (e) It is a shell bank or a conventional or Islamic bank that allows its accounts to be used by a shell bank;
- (f) It is listed on the list of suspected terrorists and terrorist organizations, or the list of proliferation of weapons of mass destruction;
- (g) It is listed as a sanctions person/entity, or it originates from a country classified as a comprehensive sanctions jurisdiction;
- (h) It is included in the Customer Rejection List (DPN) or another prohibited list issued by the authorized authority.

Therefore, the Customer releases the Bank from all legal claims, in any form, directly or indirectly, related to the Bank's exercise of its authority as described above.

28.6 In the event the Customer terminates the banking relationship with the Bank or ceases to use the Bank's Products/Services, the Customer must notify the Bank in writing and fulfill all applicable procedures at the Bank.

29. **ELECTRONIC TRANSACTION DATA SECURITY**

29.1 The Customer is required to (a) maintain the security and confidentiality of passwords, link URLs, and One-Time Passwords (OTPs) from any party and for any purpose, including to family members, friends, Bank employees, and/or merchants; (b) choose strong passwords, update passwords periodically, and avoid reusing the same password repeatedly; (c) not write down passwords, link URLs, or OTPs in places where they could be seen by others; (d) use each link URL or OTP with care to prevent others from seeing them; (e) connect to a secure and verified internet network provided by an officially registered service provider.

29.2 The OTP sent by the Bank is valid for **one-time use only** during the relevant transaction/instruction session. Once the OTP is used or the session ends, previously sent OTPs cannot be reused. If the Customer wishes to repeat the transaction/instruction, the Customer must enter a new OTP.

30. **EVIDENCE**

30.1 The Customer hereby agrees that the Bank's bookkeeping, records/documents, electronic data tapes/cartridges, communication recordings, transaction evidence recordings, voice recordings, CCTV recordings, computer printouts, copies, or other forms of information/data related to the Account, funds, or transactions, as determined by the Bank, constitute **perfect, valid, and binding evidence** for the Customer, even if these documents are not accompanied by original documents and/or signed with wet signatures or electronic signatures by the Customer and/or the Bank. If required or requested by the Customer, the Bank may provide a statement for each Account to the Customer using the media/schemes determined in accordance with the Bank's policies. In the event of any errors or mistakes in the Bank's records/bookkeeping, the Bank has the right, in good faith, to correct such errors at any time without the obligation to obtain prior approval from the Customer and/or notify the Customer beforehand.

30.2 The Customer hereby declares and agrees that the Bank's records and bookkeeping, as a result or consequence of the Bank's actions in correcting errors in the Account as stated in Article 30.1 above, shall be valid and binding for the Customer as **valid, absolute, and perfect evidence**.

30.3 Specifically, for requests, transactions, instructions, and/or approvals submitted by the Customer via email, fax, telephone, or other electronic means (such as tick marks, OTPs, or other similar mechanisms that serve the same purpose) that are acceptable to the Bank ("**Electronic Means**"), and in accordance with the Bank's applicable regulations, the Customer fully agrees that any request, transaction, instruction, or approval submitted via these Electronic Means:

- (i) is valid and binding, and shall be considered **valid and perfect evidence** with legal force, even if not accompanied by original documents and/or signed with wet signatures or electronic signatures by the Customer and/or the Bank, except for requests, transactions, or instructions that, under applicable laws, must be submitted in original document form and/or with wet signatures. The Customer agrees to waive Article 1888 of the Indonesian Civil Code (KUHPer), and
- (ii) the evidence of any Account transaction can be verified through the transaction history in the relevant Account, written and electronic documents (such as emails, faxes, or voice recordings), and other documents issued or used by the Bank in connection with the Account transaction via email, fax, telephone, or other electronic media.

30.4 The Customer agrees that the Bank may record all electronic communications, including but not limited to phone calls, emails, or other instruments, between the Bank and the Customer related to the Bank's Products and/or Services. The Customer agrees and authorizes the recording and monitoring of such electronic communications. The Customer acknowledges and agrees that, for any instruction submitted by the Customer through the Electronic Means outlined in these Terms and Conditions, the Bank has the right (but not the obligation) to verify and identify the Customer before executing the Customer's instruction.

30.5 The Customer hereby acknowledges, guarantees, and accepts full responsibility for any instructions submitted through the electronic means provided by the Customer to the Bank or received by the Bank, whether such instructions are given by the Customer or by any person deemed authorized by the Customer.

30.6 The Customer understands, acknowledges, and accepts all transactions and all consequences arising from any instructions and communications conducted in the manner described above. Therefore, the Customer releases the Bank from any and all losses, claims, actions, processes, demands, requests, costs, and expenses, in any form and at any time, incurred or arising from or as a result of instructions and communications submitted by the Customer to the Bank, provided that the Bank has processed the transactions in accordance with the agreed-upon methods described above.

31. **OTHER TERMS AND CONDITIONS**

If there are separate terms and conditions related to the Services and/or Products provided by the Bank to the Customer, such terms and conditions shall form an integral and inseparable part of these Terms and Conditions. In the event of any discrepancy in interpretation, the terms and conditions stipulated in these Terms and Conditions shall prevail.

32. **COMMUNICATION**

32.1 For the purpose of communication or correspondence, the Customer may contact the OCBC TANYA service or other numbers notified by the Bank from time to time. In the event of changes to the Customer's address/email address/telephone number/mobile number without prior notification from the Customer, the Bank shall not be liable for any communication not received by the Customer due to such changes. Therefore, if there are any changes to the Customer's data, the Customer must notify and submit such changes to the Bank, and such changes shall only take effect upon receipt and/or approval by the Bank.

32.2 All reports, advisories, confirmations, notices, announcements, requests, and all correspondence by the Bank in accordance with these Terms and Conditions ("Correspondence") will be sent to the Customer:

- (a) if the Customer is an individual, to the Customer or the relevant individual representative. If the Customer is a company or non-individual, to the company official or the authorized person representing the Customer;
- (b) by sending it to the Customer or one of the officials or authorized persons representing the Customer (as applicable) at the Customer's last registered address at the Bank; or
- (c) via fax or electronic mail (email) addressed to the Customer's registered fax or electronic mail (email) address at the Bank.

32.3 The Bank shall not be liable for errors, delays, or problematic delivery of instructions or communications resulting from the use of postal services, fax, electronic mail (email), telephone, or telex, or other methods of communication between the Customer and the Bank, as well as between the Bank and the Customer, except those caused by the Bank's actual errors.

33. **AMENDMENTS**

At any time, based on its discretion and with notice to the Customer at least 30 (thirty) Business Days in advance, through the methods specified below, the Bank may (i) amend one or more of these Terms and Conditions, or (ii) permanently discontinue a Service, Product, or Account regulated under these Terms and Conditions, as follows:

- a) Publishing the changes in the Account Statement sent to the Customer; or
- b) posting a notice regarding the changes at the Bank's branch offices; or
- c) through other written notices; or
- d) through electronic media; or
- e) through other communication methods determined by the Bank at its discretion, while taking into account the applicable laws and regulations.

If the Customer continues to use the Service, Product, or Account after the notice, or if no objection is raised by the Customer within the 30 (thirty) Business Days period, the Customer is deemed to have accepted and agreed to the changes.

For the purpose of discontinuing the Service, Product, or Account as stipulated in these Terms and Conditions, the Bank and the Customer hereby waive the provisions of Article 1266 of the Civil Code, and thus no court decision or ruling is required for its effectiveness.

34. **FORCE MAJEURE**

The Customer agrees that the Bank is released from all liability arising from events or causes beyond the Bank's control, including but not limited to natural disasters, fires, wars, riots, equipment failures, system or transmission malfunctions, power outages, telecommunications disruptions, government policies or actions by authorized institutions,

failures in implementing new technologies, and other events or causes beyond the Bank's control (Force Majeure).

**35. FATCA AND CRS RELATED PROVISIONS**

35.1 The Customer/applicant agrees that, if the Customer/applicant is a taxpayer under the provisions of the *Foreign Account Tax Compliance Act* ("FATCA Subject"), *Common Reporting Standard* ("CRS Subject"), and the regulations on reporting information about foreign-related taxpaying customers to Partner Countries or Jurisdictions, the Customer/applicant will complete all documents and/or forms required by the Bank related to the Customer's tax obligations outside Indonesia and guarantee the accuracy of all information provided in such documents and/or forms. If the Customer's status changes to a FATCA Subject and/or CRS Subject, the Customer must notify the Bank in writing no later than 30 (thirty) calendar days after the change in status.

35.2 The Customer/applicant acknowledges and agrees that the Customer's/applicant's information will be forwarded to the relevant authorities, including the Financial Services Authority (OJK) and the Indonesian tax authorities.

35.3 The Customer/applicant acknowledges and agrees that if the Bank has the right to refuse the business relationship and/or new transactions related to the financial account, the Customer/applicant must comply with the Bank's applicable identification procedures under the CRS.

**36. SEPARABILITY**

In the event that any provision of these Terms and Conditions becomes invalid, unlawful, or unenforceable under applicable laws and regulations (including, but not limited to the regulations of the Financial Services Authority (OJK), Bank of Indonesia, and others), then

- (i) the validity, legality, and enforceability of the other provisions of these Terms and Conditions shall not, in any way, be affected, diminished, or impaired, and shall remain in full force and effect and binding on the Parties; and
- (ii) the Customer hereby agrees that the Bank has the right to adjust the invalid, unlawful, or unenforceable provisions to comply with applicable laws and regulations and/or government policies, so that they may be implemented by the Parties.

**37. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are subject to and interpreted in accordance with the laws of the Republic of Indonesia. However, in enforcing these Terms and Conditions, the Bank is free to initiate or take any action or claim against the Customer in the Jakarta Selatan District Court, Indonesia, without limiting the Bank's right to pursue claims in other courts and jurisdictions.

**38. POWER OF ATTORNEY**

All powers granted by the Customer to the Bank in accordance with these Terms and Conditions:

- a) are irrevocable;
- b) grant full substitution rights;
- c) authorize full disclosure by the Customer, to and against any party, in all matters and actions relating to the subject matter of this power.

The Customer grants the Bank the authority to disclose any information obtained by the Bank regarding the Customer, the Customer's business activities, accounts, and/or business relationships/transactions with the Bank, including but not limited to details of the

Customer's facilities and transactions with the Bank, in its capacity as the Customer's banker or in any other capacity, for operational purposes and/or to fulfill specific regulatory requirements, to: (i) the Bank's head office and other branch offices and affiliated parties; (ii) the Bank's agents/respondents; (iii) guarantors; (iv) lawyers; (v) professional consultants and service providers of the Bank bound by confidentiality obligations to the Bank.

The granting of power in these Terms and Conditions is an essential and inseparable part of these Terms and Conditions. The Customer agrees that the power granted by the Customer in these Terms and Conditions shall not be revoked or terminated during the existence of the business relationship between the Customer and the Bank or for any reason, including but not limited to the provisions in Articles 1813, 1814, and 1816 of the Civil Code.

**39. RECORDING**

39.1 In the event that Customer agrees to be offered Products and/or Services through the Customer's personal communication channels, the Bank has the right to document the offering of such Products and/or Services using voice and/or video recordings.

39.2 The recording of the Product and/or Service offering as mentioned in paragraph 39.1 above is conducted in accordance with applicable laws and regulations.

39.3 If the Customer uses such Products and/or Services, the Customer may request the Bank to provide access to the audio and/or video recordings of the offering, if necessary.

**40. CUSTOMER CONSENT**

40.1 The Customer grants the Bank permission to:

- a. Utilizing data within the Financial Information Service System (SLIK) and/or other systems with similar purposes as stipulated by applicable regulations.
- b. Disclosing Customer's data/information to third parties cooperating with the Bank and having an interest in processing the Products and/or Services and other matters related to the Products and/or Services the Customer owns or has already owned, including document delivery and billing.

40.2 In the event that the Customer provides data, information, or statements belonging to a third party to the Bank, the Customer declares that the Customer has obtained the third party's consent for the use of such data, information, and statements. Therefore, the Bank is exempt from any claims, demands, lawsuits, or liabilities of any kind, whether from the Customer or the third party, arising from the use of such data, information, and statements, which have been granted written consent by the Bank.

40.3 The consent stipulated in this provision may be revoked or modified by the Customer by submitting a written request to the Bank in accordance with the Bank's procedures.

**41. SAFE DEPOSIT BOX (SDB) FACILITIES**

**1. Rental Period, Rental Fee, and Deposit**

- (i) The Safe Deposit Box (SDB) rental period is valid for 1 (one) year starting from the Customer (a) submits an application to use the SDB facility to the Bank, (b) pays the security deposit ("**Deposit**"), and (c) pays the rental fee in the amount as informed by the Bank ("**Rental Fee**").
- (ii) The Customer agrees that during the rental period, the Customer will be charged the Rental Fee, Deposit, and any late payment penalties (if applicable) according to the Bank's applicable regulations. The Customer also agrees that the Bank has the right to

review and/or change the Rental Fee, Deposit, and/or late payment penalties with prior notice through the Bank's office or other media determined by the Bank, while adhering to applicable laws and regulations.

- (iii) The Customer agrees that the Bank will block the Deposit during the rental period to guarantee the settlement of the Customer's outstanding obligations. The Bank will release the blocked Deposit when or after the Customer settles all obligations and/or other fees (if any) to the Bank, including returning the SDB key in its original, undamaged condition. If the SDB key is lost or damaged due to the Customer's negligence, the Customer agrees that the Bank has the right and authority to deduct the Deposit as a fee for replacing the SDB key and opening/breaking the SDB. If the replacement and opening/breaking fees exceed the Deposit, the Bank will debit the Customer's account to cover the shortfall.
- (iv) If the Customer extends the SDB rental period, the Rental Fee, including any key deposit (if applicable) for the extended period, must be paid in full at the time of extension, and the Customer grants the Bank authority to debit the Customer's account for the Rental Fee.
- (v) The Rental Fee already paid by the Customer cannot be refunded for any reason. Unless the SDB facility is canceled by the Bank, the Bank will refund the Rental Fee for the unused rental period on a pro-rata basis.
- (vi) The SDB key will be handed over to the Customer by the Bank after fulfilling the conditions stated in point 1(i) above.

## 2. Rental and Usage Rules for SDB

The Customer agrees and guarantees the following:

- (i) Individuals and business entities can open an SDB by completing the application form provided by the Bank.
- (ii) For identification and verification purposes before providing banking services, the Customer agrees that the Bank has the right to conduct a "Know Your Customer" (KYC) process when opening Products/Services at the Bank, for both the Customer and the Customer's authorized representative.
- (iii) To manage, process, and follow up on instructions, requests, and/or transactions conducted by the Customer, whether through the Bank's office or other channels, the Customer may refer to the provisions in Article 40.1.b above.
- (iv) An SDB can only be opened with two different types of keys: one key held by the Customer ("**customer key**") and one key held by the Bank ("**master key**"). The Customer must ensure that the SDB key provided by the Bank is not damaged, lost, or misused by others.
- (v) The Customer must not duplicate the SDB key, either by themselves or with the assistance of any party other than the Bank.
- (vi) The storage or retrieval of items in the SDB can be done on any Business Day during the Bank's operating hours or on other days/hours determined by the Bank, with the condition that each SDB usage lasts a maximum of 15 (fifteen) minutes.
- (vii) Only the Customer as the lessee, or their authorized representative or legitimate heir, may enter the vault and use the SDB, with a maximum of 2 (two) people allowed in the vault at a time.
- (viii) The SDB will not be used to store items prohibited by laws and regulations of the Republic of Indonesia or items suspected of endangering or damaging the SDB, the building, or other items nearby.
- (ix) The Customer is fully responsible for the use of the SDB they have rented and releases the Bank from any losses resulting from the loss of stored items, changes in quality,

defects, loss, damage, or other issues causing changes in the form or economic value of the items, including losses due to the SDB being opened.

The Customer will not sublet, transfer, sell, or pledge the SDB or perform any actions that result in the transfer of possession or usage rights of the SDB to any other party.

### **3. Extension of Lease Period and Late Penalty**

- i. In the event that the Lease period has expired and the Bank does not receive a termination notice from the Customer, the lease period will be automatically extended for a period of 1 (one) year and the Bank will debit the Account to pay the money for the extension of the lease period.
- ii. If the funds in the Customer's Account are insufficient to pay the money for the extension of the lease period in accordance with the provisions of point (i) above, the Bank will charge the Customer a late payment penalty for the extension of the lease period ("**Late Penalty**") in accordance with the provisions applicable to the Bank. Late Penalty is calculated from the date of the extension of the lease period until the payment is received by the Bank through debiting the Customer's Account in the amount of the money for the extension of the lease period and Late Penalty in full. Therefore, the Customer authorizes the Bank to make the debit as referred to above.
- iii. In the event of an automatic extension of the lease period and late payment of the extension of the lease period as referred to above, the Bank will send the Customer a notice (hereinafter referred to as the "Notice") with the following mechanism:
  - a. The Bank will send the 1st Notice in the event that the Customer has not paid the money for the extension of the rental period and/or Late Penalty (including other costs in accordance with the provisions applicable to the Bank) within 30 (thirty) calendar days from the date of expiration of the rental period or on other date which will be determined by the Bank.
  - b. The Bank will send the 2nd Notice in the event that the Customer has not paid the rent extension fee and/or Late Penalty (including other costs in accordance with the provisions applicable to the Bank) within 30 (thirty) calendar days starting D+1 from the date of issuance of the 1st Notice or on other date which will be determined by the Bank.
  - c. The Bank will send the 3rd Notice in the event that the Customer has not paid the money for the extension of the rental period and/or Late Penalty (including other costs in accordance with the provisions applicable to the Bank) within 30 (thirty) calendar days starting D+1 from the date of issuance of the 2nd Notice or on other date which will be determined by the Bank. Furthermore, the 3rd Notice shall also contain the Bank's warning to the Customer for the risk of SDB dismantling if the Customer has not/cannot settle his/her obligations within the specified time.
- iv. The Customer or his/her attorney or legal heir of the Customer is prohibited from entering the SDB vault to use the SDB prior to the payment of the rental period extension fee and/or Late Penalty.
- iv. In the event that, within 30 (thirty) calendar days starting from the date of issuance of the 3rd Notice, the Customer has not paid the money for the extension of the rental period and/or late fee (including other costs in accordance with the provisions applicable to the Bank), The Bank shall have the right to undertake remedial actions, including but not limited to dismantle the SDB with all costs and risks arising therefrom shall be the sole responsibility of the Customer.

#### **4. SDB Dismantling**

- (i) The Customer agrees that the Bank shall have the right and authority to forcefully dismantle/open the SDB rented by the Customer for any of the following reasons:
  - a. A request from the Customer for specific reasons, such as the Customer, their authorized representative, or legitimate heir losing or damaging the SDB key under their control, or other acceptable reasons for the Bank.
  - b. In order to carry out requests or orders from law enforcement agencies or other authorized institutions.
  - c. If, based on the Bank's judgment, the Customer has violated the terms agreed upon in these SDB Facilities Terms and Conditions.
  - d. If the Customer does not retrieve items and return the SDB key within 3 (three) months after the rental period ends or is terminated.
  - e. If the Customer has not settled the payment obligations by the deadline.
  - f. If the Customer cannot be contacted by the Bank or fails to fulfill their obligations under these SDB Facilities Terms and Conditions within a specified period.
  - g. Relocation, transfer, or closure of the SDB as mentioned in paragraph 5.
- (ii) If the SDB is forced open, the Customer agrees to release the Bank from any risks or claims from the Customer or any third party, including releasing the Bank from changes in the form, value, condition, or loss of items in the SDB.
- (iii) If the Bank forces open the SDB, the opening can be witnessed by the Customer, their authorized representative, or legitimate heir. If the Customer, their authorized representative, or legitimate heir does not attend, the Bank has the right to invite a Notary as a witness for the forced opening, and the Notary's service fees must be paid by the Customer or their legitimate heir.
- (iv) For the forced opening of the SDB as mentioned in paragraph (iii), the Bank and Notary will prepare a "Forced Opening Report" detailing the type and quantity of items stored in the SDB. The Forced Opening Report binds the Bank and the Customer or their authorized representative or legitimate heir, in accordance with applicable laws and serves as a complete evidence tool for use in or outside court.
- (v) All costs arising from the forced opening of the SDB, including costs to restore the SDB to its original condition, are the Customer's responsibility. If not settled within 30 (thirty) calendar days from the forced opening, the Bank is authorized by the Customer to debit the Deposit and/or the Customer's account, or other accounts under the Customer's name at the Bank, to settle these costs.
- (vi) Specifically, for forced openings due to the Customer violating these SDB Facilities Terms and Conditions, the Customer agrees that the Bank will manage the items obtained from the forced opening for a period of 1 (one) year with a monthly administrative fee as notified by the Bank, starting from the date of the forced opening. If the items are not retrieved by the Customer, their authorized representative, or legitimate heir within 1 (one) year after the forced opening, the Customer agrees to authorize the Bank to:
  - a. Sell items with market value through a public auction conducted by a II Class Auction Officer. The auction proceeds will be used to settle all costs and fines owed by the Customer, with any surplus credited to the Customer's account or another account under the Customer's name at the Bank.
  - b. Send documents or other items without market value to the Customer's registered correspondence address via a registered delivery service.
- (vii) If the Bank's deductions are insufficient to settle the Customer's costs/obligations to the Bank, the Customer agrees to authorize the Bank to sell and/or transfer all or part of the items stored in the SDB in any manner and at any price deemed reasonable by

the Bank. The proceeds (after deducting costs) will be used to settle the Customer's outstanding costs/obligations to the Bank.

- (viii) If the proceeds from the sale/transfer of items stored in the SDB exceed the Customer's obligations to the Bank, the excess will be credited to the Customer's account or another account under the Customer's name at the Bank.
- (ix) If the items stored in the SDB are not sold/transferred or the proceeds are insufficient to settle all costs/obligations, the Customer agrees that the shortfall remains the Customer's or their authorized representative's or legitimate heir's responsibility under applicable laws.
- (x) If the Bank forces open the SDB due to the Customer's violation of these SDB Facilities Terms and Conditions, the rental period ends automatically, and the Bank retains the full right to collect and settle any outstanding costs/obligations owed by the Customer to the Bank as per these Terms and Conditions.
- (xi) The Customer guarantees and releases the Bank from any legal claims, compensation, or other risks arising from the forced opening of the SDB as stipulated in this section.

## **5. Relocation/Transfer or Closure of SDB**

- (i) According to the Bank's regulations and policies, if there is a need to relocate, transfer, or close the Bank's branch that houses the SDB, the Bank has the authority to relocate, transfer, or close the SDB in that branch.
- (ii) The Bank will notify the Customer of the relocation/transfer/closure plan at least 30 (thirty) Business Days before the SDB's relocation/transfer/closure date. The notice will be delivered to the Customer through communication channels deemed appropriate by the Bank, while adhering to applicable laws and regulations.
- (iii) If the Customer does not respond to the notice or provide confirmation, the Bank considers the Customer to have agreed to the relocation/transfer/closure.
- (iv) The relocation/transfer/closure process of the SDB will be conducted by the Bank according to the provisions for forced opening of the SDB as stipulated in Article 4 above.
- (v) Regarding the relocation/transfer/closure of the SDB resulting in the Customer not continuing the SDB rental until the end of the rental period, the Bank will refund the Rental Fee for the unused period on a pro-rata basis.

## **6. Termination of SDB Rental Period**

- (i) The SDB rental period will end if:
  - a. The Customer submits a termination request to the Bank no later than 30 (thirty) calendar days before the rental period expires, along with the documents required by the Bank (if applicable);
  - b. The Customer or their authorized representative violates these SDB Facilities Terms and Conditions;
  - c. There is an agreement between the Customer and the Bank to terminate the SDB rental period before the rental period (including extensions) expires;
  - d. There is a court decision or ruling from an authorized institution; or
  - e. There is a specific reason or consideration from the Bank that leads the Bank to decide to terminate the SDB rental period prematurely.
- (ii) Upon submitting the termination request and closing the SDB, the Customer agrees to the following:
  - a. The Customer/authorized representative must empty/remove all items stored in the SDB.
  - b. The Customer/authorized representative must return the SDB key in its original, complete, and undamaged condition.

- c. The Customer/authorized representative must settle all outstanding obligations to the Bank (if any), and these Terms and Conditions will remain in effect until all obligations are fulfilled.
- d. The Rental Fee already paid to the Bank cannot be refunded.
- (iii) The Customer hereby agrees to grant the Bank authority to unilaterally terminate the rental period if the Customer violates these SDB Facilities Terms and Conditions and/or if there is a specific reason or consideration from the Bank to do so. For implementation, the Bank will notify the Customer.
- (iv) If the rental period ends due to the reasons stated in paragraph 5(i)a, b, c, and d above, the Rental Fee cannot be refunded. The refund and/or use of the Deposit (if applicable) resulting from the termination will be handled according to the provisions in these SDB Facilities Terms and Conditions.
- (v) If the rental period ends due to the reason stated in paragraph 5(i)e above, the Rental Fee can be refunded proportionally based on the Bank's calculation. The refund and/or use of the Deposit (if applicable) resulting from the termination will be handled according to the provisions in these SDB Facilities Terms and Conditions.
- (vi) If the Customer dies (individual) or is dissolved (legal entity/business entity) before the rental period ends, then:
  - a. The Customer's heir or legitimate successor must terminate the SDB facility by submitting the documents required by the Bank and fulfilling the obligations as stipulated in these SDB Facilities Terms and Conditions.
  - b. Based on the request of the Customer's heir, authorized representative, or legitimate successor, the Bank has the right to force open the SDB and remove/transfer the items. The opening is conducted in the presence of a Notary as a witness, and a "Forced Opening Report" is prepared, detailing the contents.
  - c. The Bank has the right to store the items obtained from the SDB forced opening in any manner and at a location deemed appropriate by the Bank. The storage period for items removed from the SDB is 1 (one) year from the date of the forced opening.
- (vii) Until the rental period ends or ends for any reason, the Customer agrees to grant the Bank authority to debit the Deposit and/or the account (including foreign currency accounts to be converted into Rupiah equivalents) to settle all outstanding costs/obligations to the Bank.
- (viii) If the account balance is insufficient to cover the costs as stipulated in these SDB Facilities Terms and Conditions upon the rental period's end, the Bank and Customer agree to the following:
  - a. The Customer must promptly deposit a minimum amount equal to the outstanding costs within 3 (three) months after the rental period ends.
  - b. If the account balance remains insufficient by the deadline specified in paragraph a above, the Customer agrees to be charged a Late Payment Fee according to the Bank's regulations. The Late Payment Fee is calculated from the rental period's end date until the account balance is sufficient, and the Bank is authorized by the Customer to debit the account to settle the Late Payment Fee.
  - c. If the Customer has not settled the rental extension fee and/or Late Payment Fee within 30 (thirty) calendar days from the date of the third notice, the Customer authorizes the Bank to open the SDB as stipulated in these SDB Facilities Terms and Conditions.
- (ix) Any obligations not settled by the Customer upon the rental period's end remain binding on the Customer. Therefore:
  - a. The Customer is subject to the terms agreed upon in these SDB Facilities Terms and Conditions until all obligations are fulfilled by the Customer.

- b. Regarding the Customer's outstanding obligations at the end of the rental period and SDB closure, the Customer agrees that the Bank retains the right and authority to collect and demand payment from the Customer, their authorized representative, or legitimate heir.
- (x) If the rental period is terminated, the Customer and Bank agree to waive the provisions of Article 1266 of the Indonesian Civil Code, so no court decision or ruling is required for its effectiveness.

42. **TRANSACTION AND DEPOSIT ACCOUNTS**

To execute the Customer's Purchase or Placement Instruction for a specific Product at the Bank, the Customer must have an Account at the Bank in the same currency as the *Base Currency* for the purchase or placement of the relevant Product, as well as a Securities Account at the Custodian Bank for the purpose of placing the relevant Product, where all proceeds received and/or amounts payable by the Customer will be debited or credited to this Account.

43. **CASH MARGIN**

- a. The Customer agrees that if the Bank requires the Customer to provide a Cash Margin for the purchase and/or placement of specific Products, equivalent to the transaction value for each such Product to be transacted by the Customer at the Bank, then:
- b. The Customer agrees to deposit the Cash Margin with the Bank within the timeframe set by the Bank before the transaction on the relevant Product is executed by the Customer; and
- c. The Customer ensures at all times that the Cash Margin remains within the Maintenance Margin value as determined by the Bank.
- d. The Customer agrees that in the event of administrative issues regarding the payment of interest on the Cash Margin placed by the Customer at the Bank, the Customer hereby waives their right to such interest as part of the Bank's consideration for accepting the Customer's account opening.
- e. The Cash Margin provided by the Customer to the Bank is genuinely owned by the Customer and is not subject to any process, collateral, or seizure by any party, unless previously approved by the Bank.
- f. If the Cash Margin provided by the Customer falls below the Maintenance Margin due to Mark to Market or other reasons, the Customer must provide additional Cash Margin as requested by the Bank within the timeframe set by the Bank, starting from the date the Customer receives the notice of additional Cash Margin from the Bank.
- g. In the event the Customer fails to meet the obligation to provide additional Cash Margin, the Bank has the right at any time, upon notifying the Customer, to reduce, terminate, or cancel the relevant Product transaction.
- h. If the cancellation of the Customer's transaction involves an exchange rate, the Bank has the right to determine the exchange rate as the conversion value for the Customer's transaction, and the Customer accepts the Bank's determined value.

44. **AUTHORITY AND POWER TO THE BANK**

44.1 **Power to Debit, Credit, and Block**

- a. The Customer hereby grants the Bank the power and authority to debit, credit, and block the Customer's account(s) in any currency held at the Bank or any branch or affiliate thereof, for the following purposes:
  - i. for any Customer transaction, including transactions on Products requiring Cash Margin;

- ii. for tax deductions, in the event the Bank is required by Law, regulations in Indonesia, or any rules under which the Bank agrees to withhold taxes based on an agreement/understanding;
- iii. to settle or pay any part or all of the Customer's obligations or amounts owed and payable to the Bank, whether currently or prospectively applicable.
- b. In the event of tax-related deductions or debits, the Customer agrees that if the tax must be paid in a currency different from the account's currency, the Bank is authorized to convert the amount to the required currency using the Bank's prevailing exchange rate, with the conversion costs borne by the Customer.
- c. The full substitution powers granted by the Customer to the Bank to debit, credit, and block the Customer's accounts at the Bank for the execution and follow-up of any Customer transactions, whether outlined in these Terms and Conditions or communicated via facsimile, email, and/or telephone, are valid and will remain effective as long as the Customer is still registered as the Product owner, service user, or facility user of the Bank, or as long as the Customer still has obligations to the Bank.
- d. The Customer hereby waives all rights to object or resist in any form or manner, for any reason, against the Bank's blocking, withdrawal, or debiting actions.
- e. The Bank will notify the Customer of any blocking or debiting as outlined in Section 45.1.a above, and the Customer and Bank hereby waive and declare that the provisions of Article 1427 of the Civil Code (Kitab Undang-undang Hukum Perdata) do not apply, provided that such article requires that compensation/interest calculation for a debt must already be due and payable.

44.2

#### **Power to Provide Documents, Data, and Information**

The Customer hereby authorizes the Bank to provide all documents, data, information, and other details related to the Customer, the Customer's Account, RDN (Registered Depositary), and the Customer's finances (as applicable) to KSEI (Indonesian Central Securities Depository), the Financial Services Authority (OJK), and other competent authorities, in accordance with applicable laws and regulations.

44.3

#### **Power to Open a Custodian Bank Account**

- a. The Customer hereby grants the Bank the authority and power to block, debit, or credit the Customer's account in connection with the execution of bond transactions, including the payment of transaction fees (if applicable).
- b. The Customer authorizes the Bank to open an account in the Customer's name at the Custodian Bank and with any party designated by the Bank in connection with the bond transactions the Customer undertakes.

45.

#### **SPECULATION**

The Customer agrees that transactions involving foreign exchange, derivatives, Futures Contracts, and Structured Products conducted by the Customer at the Bank are intended to manage loans or investments, hedge assets or liabilities related to the Customer's business activities, or for such purposes, and not for speculative purposes.

46.

#### **RISK DISCLOSURE STATEMENT FOR PRODUCT TRANSACTIONS**

46.1

The Customer hereby acknowledges, accepts, and confirms to have sufficient knowledge and understanding of the characteristics, types, investment policies, portfolio composition, associated costs, and risks of the products, including market risks (risks that may cause losses due to market factors), currency risks (risks of losses due to currency value changes), liquidity risks (risks of failing to meet obligations due to liquidity constraints), interest rate risks (risks

46.2 of losses due to interest rate changes), and other risks arising from transactions involving capital market and treasury products.

46.3 The Customer hereby declares that they have independently considered and made their own decision to transact in capital market and treasury products with the Bank, and has approved to accept all risks arising from the execution of such transactions.

46.4 Any written descriptions or explanations provided by or received from the Bank are indicative in nature. The risks outlined in the documents related to capital market and treasury products, including those in the Bank's Product and Service Guide Book or other similar documents, are not the sole risks, and any projected results in these documents are for illustrative purposes only and should not be construed as the Bank's views on future market movements for such products. The Customer is required to consult with tax advisors, financial consultants, and other relevant professionals before deciding to invest in or purchase any capital market and treasury products.

#### **47. STATEMENTS AND WARRANTIES**

In relation to the Bank's Products and Services, the Customer warrants:

- a. That the Customer will not rely on the Bank and will not treat the Bank as a financial advisor or fiduciary for any purpose. Therefore, the Customer agrees that any advice or recommendations provided by the Bank at the Customer's request are given without any liability from the Bank.
- b. Before making an investment or executing a transaction, the Customer:
  - i. Has understood the characteristics, features, requirements, and inherent risks of the relevant Product;
  - ii. Has considered the Customer's investment needs and objectives and has made an independent assessment;
  - iii. Has evaluated whether the transaction and/or investment in the relevant Product is suitable for the Customer.
- c. The Customer has full capacity and authority to act and take legal actions, including all necessary measures to execute transactions, provide instructions, authorizations, and approvals, and sign agreements, forms, and other documents required by the Bank.
- d. The execution of transactions, instructions, and obligations by the Customer under these Terms and Conditions does not and will not violate or conflict with applicable laws and regulations.
- e. The Customer is responsible for their own tax obligations and ensures compliance with such taxes: (i) the Customer has adhered to all applicable tax laws; (ii) the Customer has not committed or will not commit serious tax offenses or be subject to investigations or criminal proceedings in the Republic of Indonesia or any other jurisdiction related to tax matters; and (iii) none of the Customer's assets are proceeds of tax crimes.
- f. The Customer is required to cooperate with any investigations conducted by the Bank for compliance with applicable regulations, including providing all relevant information and documents required for such investigations.
- g. The Customer must immediately inform the Bank of any lapses or circumstances that may lead to lapses.
- h. The Customer will take all necessary preventive measures to ensure that all bills, checks, or financial instruments presented or submitted to the Bank for any purpose are authentic and match the originals owned by the Customer.
- i. The Customer is not undergoing liquidation, bankruptcy, or has not been declared bankrupt or petitioned for bankruptcy by a court.

- j. The Customer is acting independently and free from the influence of any third party.
- k. There are no lapses or events that can be deemed lapses arising from the execution of transactions under these Terms and Conditions.
- l. The Customer will conduct all banking transactions with the Bank in a responsible and diligent manner and will not engage in actions violating laws, regulations, or rules in the Republic of Indonesia.
- m. The Customer hereby agrees to be liable for any third-party claims and to compensate the Bank for any losses incurred due to breaches of the statements and warranties outlined in this clause.

All statements and warranties outlined in this clause shall remain in full force and effect during the validity of these Terms and Conditions and while the Customer continues to purchase Products and/or use the Bank's Services.

48.

## **OPENING OF CUSTOMER FUND ACCOUNT (RDN)**

### **1. Customer Data and Information**

- a. Opening an RDN by the Customer through a Securities Company or Custodian Bank (as applicable) must comply with all the Bank's requirements, including those set by PT Central Securities Custodian Indonesia ("KSEI") or other relevant parties, such as but not limited to having a Sub-Stock Account in C-BEST, having a Single Investor Identification (SID) in KSEI's Securities Ownership Reference (AkSes), and submitting data, information, and other documents as required by the Bank.
- b. The Customer hereby declares and guarantees that any data, documents, or information provided to the Bank through a Securities Company or Custodian Bank (as applicable) relating to the opening of the RDN is complete, accurate, true, and reflects the actual situation, and has not been altered or is the most recent data.
- c. All data, statements, information, and documents obtained by the Bank through a Securities Company or Custodian Bank concerning the Customer or the Customer's business activities or transactions will become the Bank's property. The Bank has the right to verify, assess, keep confidential, or use such information for its own purposes in accordance with applicable laws and regulations, without any obligation to notify or seek the Customer's prior consent or provide any guarantees or compensation to the Customer for any reason.
- d. The opening of the RDN is conducted through a Securities Company or Custodian Bank, or the Customer's authority granted to such entities as outlined in these RDN Terms and Conditions.
- e. The Bank reserves the right to reject the RDN application, including but not limited to cases where false or misleading information is detected.

### **2. RDN Provisions**

- a. The RDN may be a savings account or a current account.
- b. The Bank will not issue a savings book or membership certificate in the Customer's name, nor will it issue checks or bank drafts as withdrawal instruments for the current account.
- c. The Bank will provide monthly account statements for the RDN (e-statement) to the Customer via the email address registered with the Bank, in accordance with the Bank's policies and applicable regulations. The Customer hereby fully assumes responsibility for the accuracy of the email address registered with the Bank and ensures that the email can receive and accommodate the e-statement sent by the Bank. The Customer releases the Bank from all claims, lawsuits, demands, or compensation claims, including those from the Customer, arising from the failure to

receive the e-statement in the Customer's email, provided the Bank can prove it has sent the e-statement to the registered email address.

- d. The Customer declares and guarantees that the funds deposited, used, or transacted at the Bank and RDN do not originate from or are not intended for money laundering activities.
- e. The RDN is exclusively used for settling securities transactions on behalf of the Customer at a Securities Company or Custodian Bank (as applicable).
- f. The Customer cannot perform withdrawal or transfer transactions on the RDN. The Customer is only permitted to deposit funds into the RDN, transfer funds to the RDN, and view the balance and transaction history of the RDN.
- g. In good faith, the Customer agrees that the Bank has the right to make corrections to the RDN records.

### **3. Authorization to the Securities Company or Custodian Bank**

The Customer hereby authorizes and grants the Securities Company or Custodian Bank to act on behalf of the Customer to perform the following:

- i. Open the RDN at the Bank, including undertaking necessary actions for administrative purposes and settlement of the Customer's securities transactions at the Bank;
- ii. Verify the accuracy and correctness of the information provided by the Customer;
- iii. Register the opened RDN under the Customer's name in the Securities Company's Cash Management System (CMS) at the Bank;
- iv. Regarding the registration of the account in the CMS, the Securities Company is granted the right to:
  - View the Investor Account balance;
  - Download and store RDN transaction data, perform RDN operational actions, including but not limited to executing transfer or debit instructions for specific amounts in the RDN for: (a) settling the Customer's securities transactions, or (b) crediting funds to a written-designated account;
- v. Issue instructions to block the RDN with the Bank;
- vi. Issue instructions to open a block on the RDN with the Bank;
- vii. Issue instructions to close the RDN with the Bank;
- viii. Close the RDN based on data available at the Securities Company.

The Customer agrees to release the Bank from any claims, lawsuits, risks, compensation, or other legal actions that may arise due to the misuse of authority by the Securities Company or Custodian Bank regarding funds in the RDN, and agrees to bear any losses incurred by the Bank as a result of such misuse.

The authority granted by the Customer to the Securities Company or Custodian Bank (as applicable) and the Bank is given voluntarily and cannot be revoked or altered by the Customer or terminated for any reason, including but not limited to the provisions outlined in Articles 1813, 1814, and 1816 of the Civil Code.

The authority granted by the Customer to the Securities Company or Custodian Bank (as applicable) and the Bank under these Terms and Conditions is granted with substitution rights.

### **4. Handling of Complaints (Complaints)**

- a. In the event the Customer wishes to submit a complaint regarding the RDN, (a) the Customer may directly contact the Bank's staff; or (b) the complaint may be submitted in writing, accompanied by supporting documents (if required), to the Securities

Company or Custodian Bank (as applicable), after which the Securities Company or Custodian Bank is obligated to follow up on the Customer's complaint to the Bank.

b. The Bank is not responsible for delays in handling complaints caused by the Securities Company or Custodian Bank's negligence or delays, particularly when the complaint is submitted by the Customer through the Securities Company or Custodian Bank.

## **5. RDN Transactions**

a. Unless otherwise agreed, fund deposits into the RDN may be made by the Customer, the Securities Company, the Custodian Bank, or another third party. However, fund withdrawals or transfers from the RDN may only be conducted by the Securities Company or Custodian Bank, based on the authority granted by the Customer, provided that such withdrawals are made for the purpose of settling securities transactions or transferring funds to the designated destination account.

b. Fund withdrawals from the RDN are only permitted using withdrawal instruments that comply with the Bank's requirements, without prejudice to the Bank's right to reject the withdrawal, including but not limited to cases where the funds in the RDN are insufficient in accordance with the applicable regulations or agreements.

c. If the Customer wishes to take any action related to the RDN, including withdrawing investment proceeds from the capital market from the RDN, the Customer agrees to first contact the Securities Company or Custodian Bank (as applicable) authorized to administer the funds in the RDN. If such action is approved by the Securities Company or Custodian Bank (as applicable), the Securities Company or Custodian Bank (as applicable) will disburse the investment proceeds to the Customer.

## **6. Proof**

The Bank has the right at any time to correct errors in the administration or management of the RDN, whether in crediting or debiting the RDN or in executing instructions related to such matters. By this, the Customer hereby declares, agrees, and acknowledges:

a. Granting the Bank authority to debit the RDN in cases where the Bank is required to make such a debit to correct the error;

b. The Customer waiving their right to claim compensation or seek damages from the Bank or its employees for any errors corrected by the Bank within a reasonable timeframe after the Bank becomes aware of them; and

c. The results or consequences of the Bank's actions in correcting errors related to the RDN shall be valid and binding on both the Customer and the Bank as a legitimate and complete form of evidence.

## **7. Liability**

a. The Customer agrees to bear all risks, losses, or consequences suffered by the Customer, including but not limited to:

- the Customer's negligence and/or errors;
- misunderstandings, damage, delays, loss, or errors in the transmission of instructions and communications, whether through mail, telephone, telegram, telex, fax, or other communication systems;
- limitations in the use or unavailability of funds in the RDN, or the failure to pay funds, foreign currency exchange/usage restrictions, unavailability of the foreign currency being transacted, or other reasons beyond the Bank's control; and
- the RDN reports or Bank notifications sent to the Customer being received, read, or misused by unauthorized parties to the RDN.

b. The Customer agrees to bear all risks, losses, and/or consequences incurred by the Customer related to the authenticity, validity, or completeness of documents received

by the Bank from the Customer via the Securities Company or Custodian Bank, including cases where such documents state ownership rights over the assets mentioned therein. The Bank is not responsible for third parties who issue or endorse such documents, including but not limited to the authenticity, validity, or accuracy of the authority, signatures, and information/data contained in these documents.

- c. In the event transactions on the RDN are conducted by the Securities Company or Custodian Bank based on the Customer's power of attorney, through any banking service, including electronic banking services, the Customer agrees to release the Bank from any risks that may arise from the use of such banking services.
- d. In the event transactions on the RDN are conducted through electronic banking services, the Customer agrees that the Bank is not liable for any losses suffered by the Customer due to the use of electronic banking services, including but not limited to losses caused by the Customer's or its authorized representative's (including the Securities Company or Custodian Bank) negligence or errors, or losses arising from unauthorized use or intervention in the electronic banking services by third parties, delays or system repairs or any conditions beyond the Bank's control, including \*Force Majeure\*, or the use of electronic banking services that deviate from the Bank's prescribed requirements and procedures.
- e. The Customer hereby agrees and guarantees that the Customer will use the RDN for transactions that do not conflict with applicable regulations and/or the Bank's internal policies, or other regulations that are relevant to the execution of such transactions, whether directly or indirectly.
- f. The Customer hereby assumes responsibility for any claims, demands, or consequences arising from the use of the RDN for transactions classified as suspicious or prohibited by applicable regulations.

#### **8. Account Closure and Blocking of the Customer Fund Account (RDN)**

- a. Closing the RDN does not exempt the Customer from unfulfilled obligations, including but not limited to any debit balance in the RDN (if applicable), and the Bank retains the right to collect/obtain payment from the Customer for the unpaid amount, along with interest, penalties, and/or other fees (if applicable).
- b. If there are remaining funds in the RDN after its closure, the remaining funds in the closed account (if any) will remain the Customer's property, and the Bank will credit these funds to another account in the Customer's name at the Bank or a holding account (if the Customer does not have any other account at the Bank), after deducting the RDN closing fees, other related fees, and any unpaid obligations (including debit balances) owed to the Bank by the Customer.
- c. The Customer and/or their heirs and/or legally authorized successors release the Bank from all liabilities related to the closure of the RDN.
- d. The remaining funds in the holding account as mentioned in paragraph 8(b) above, which the Customer has not withdrawn, will not earn interest, service charges, or any compensation. The Bank has the right to charge administrative fees for the remaining funds in the holding account. If the Customer does not withdraw the funds from the closed RDN or provide any instructions to the Bank regarding such funds, the Bank reserves the right to take actions as stipulated by applicable laws and regulations.
- e. The Bank has the right to block the RDN based on:
  - i. the Customer's request through the Securities Company or Custodian Bank (as applicable), accompanied by a written request for blocking or closing from the Customer.
  - ii. requests from the Securities Company or Custodian Bank (as applicable);

iii. orders from competent authorities in accordance with applicable laws and regulations.

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#### **CREDIT CARD**

1. The Bank has full authority to determine the credit limit granted to the Credit Cardholder. The Bank's willingness to provide a Credit Card limit may:
  - i. be automatically canceled by the Bank if the Credit Cardholder's financial condition deteriorates to a non-performing, doubtful, or impaired status in accordance with Bank Indonesia's regulations.
  - ii. be canceled at any time without conditions by the Bank based on its own discretion.
2. The validity period of the Credit Card will end on the last day of the month and year stated on the Credit Card, unless the Bank cancels it or the Credit Cardholder requests to close the Credit Card before its validity period expires.
3. The Bank has the right to cooperate with third parties for debt collection.
4. The Bank is not responsible for any disputes arising from purchases of goods and/or services by the Credit Cardholder with Merchants. Such disputes must be resolved directly by the Credit Cardholder with the Merchant, and such disputes will not delay the payment of the Credit Card bill to the Bank.
5. The complete terms and conditions of the Credit Card can be viewed and downloaded at [www.ocbc.id](http://www.ocbc.id) ("Credit Card Terms and Conditions"). These Credit Card Terms and Conditions constitute a unified and inseparable part of these Terms and Conditions.
6. The Customer agrees to comply with and be bound by the Credit Card Terms and Conditions.

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#### **MUTUAL FUND (REKSA DANA)**

1. To execute Mutual Fund transactions, the Customer must have an Account at the Bank in the same currency as the currency of the Mutual Fund being invested in.
2. Before deciding to invest in a Mutual Fund, the Customer must read and understand the relevant Prospectus, particularly those related to investment policies and risks, so that all investment decisions made by the Customer are entirely the responsibility of the Customer, and the Customer accepts all risks arising from such Mutual Fund investments.
3. The Customer understands that more detailed and specific information regarding the Purchase/Redemption of Fund Units will refer to the Prospectus of the relevant Mutual Fund.
4. The price of a Fund Unit is determined based on the net value of the underlying assets.
5. Investment returns (if any) can be reinvested or paid in cash, based on the terms of each Mutual Fund as stated in the Prospectus.
6. Protected Mutual Funds are a type of Mutual Fund with protection on the principal investment or initial investment value, fully implemented through investment mechanisms and not through guarantees by the Investment Manager or third parties. Therefore, risks associated with the underlying assets of the Protected Mutual Fund may result in the Fund Unit holder receiving returns lower than the initial investment value on the maturity date.
7. The Bank Custodian is the party responsible for issuing the Transaction Confirmation and Periodic Reports related to the Customer's transactions.
8. The Investment Manager has full authority to determine the investment strategy, including but not limited to the method of purchasing the underlying assets of the Mutual Fund as outlined in the Prospectus. Therefore, the Customer must read and understand the Investment Manager's investment strategy, including any changes (if applicable).

9. All correspondence related to the Customer's investment in the Mutual Fund will be directed to the Customer.
10. The Customer can execute Mutual Fund transactions through branches, internet banking, OCBC Mobile, or phone orders.
11. Purchase of Fund Units (Subscription).
  - a. On the Trading Day, if the Purchase Instruction for Fund Units is received by the Bank by 1:00 PM WIB, the price of one Fund Unit will be the same as the Net Asset Value per Fund Unit at the close of the relevant Trading Day. For Purchase Instructions received after 1:00 PM WIB, the Fund Unit price will be based on the Net Asset Value per Fund Unit at the close of the next Trading Day.
  - b. The Customer must provide sufficient funds in the Account for the purchase of the Mutual Fund investment and any related fees (if applicable), as determined by the Bank and outlined in the Prospectus and communicated to the Customer. The Bank is not responsible for losses arising from canceled purchases due to insufficient funds in the Customer's Account.
  - c. For Protected Mutual Funds, Customers who have booked or reserved during the offering period are not allowed to cancel the purchase for any reason.
12. Transfer of Fund Units (Switching).
  - a. Transfer of Fund Units can only be made to another Mutual Fund managed by the same Investment Manager as outlined in the Prospectus of the relevant Mutual Fund.
  - b. The transfer of Fund Units will be processed by liquidating the original fund and reinvesting the proceeds into the target Mutual Fund.
  - c. On the Trading Day, if the Transfer Instruction for Fund Units is received by the Bank by 1:00 PM WIB, the price of one Fund Unit will be the same as the Net Asset Value per Fund Unit at the close of the relevant Trading Day. For Transfer Instructions received after 1:00 PM WIB, the Fund Unit price will be based on the Net Asset Value per Fund Unit at the close of the next Trading Day.
  - d. The Customer must ensure sufficient funds in the Account to cover the Transfer Fee and any other related fees (if applicable). The Transfer Fee amount is determined by the Bank, referenced in the Prospectus, and communicated to the Customer. The Bank is not responsible for losses arising from cancelled transfers due to insufficient funds in the Account.
13. Redemption of Fund Units.
  - a. Each Customer may redeem their Fund Units according to the terms and conditions outlined in the Prospectus. The Customer may submit a Redemption Instruction to the Bank.
  - b. The Redemption Instruction must be approved by the Investment Manager. The Redemption price will be determined based on the Net Asset Value per Fund Unit applicable on the Trading Day when the Redemption Instruction is approved by the Investment Manager.
  - c. On the Trading Day, if the Redemption Instruction is received by the Bank by 1:00 PM WIB, the Redemption price per Fund Unit will be the same as the Net Asset Value per Fund Unit at the close of that Trading Day. For Redemption Instructions received after 1:00 PM WIB, the Redemption price per Fund Unit will be based on the Net Asset Value per Fund Unit at the close of the next Trading Day.
  - d. If all Redemption requirements are met and the Redemption proceeds are received by the Bank from the Bank Custodian, the Bank will pay the Redemption proceeds to the Customer.
  - e. Each Redemption of Fund Units is subject to a Redemption Fee (if applicable), with the amount determined by the Bank, referenced in the Prospectus, and communicated to the Customer. The Redemption Fee (if applicable) will be disclosed

by the Bank when the Customer initiates the Redemption and will be deducted from the Redemption proceeds.

14. Special Terms for Fixed-Term Mutual Funds.

- a. The Customer of a Fixed-Term Mutual Fund acknowledges and agrees that the Bank has the authority to:
  - i. Automatically debit the Account monthly to purchase Fund Units according to the type of Mutual Fund and the agreed and desired period by the Customer.
  - ii. Deduct an amount equal to the nominal value of the Fixed-Term Mutual Fund purchase instructed by the Customer, along with any fees arising from the transaction.
  - iii. Automatically liquidate the investment on the maturity date without the Customer's instruction, if the Customer selects "Full Redemption (*Auto Redemption*)".
  - iv. If the Account does not have sufficient funds before the investment period ends, automatic deductions will stop, and when the Customer initiates the Redemption, the Bank will liquidate all Fund Units owned by the Customer after deducting fees arising from the liquidation.
  - v. Insurance protection for Fixed-Term Mutual Funds will be outlined in a separate document.
- b. If the Customer submits an instruction "Not Redeemed" on the maturity date, the Customer must redeem their Fund Units.

15. Customer Authorization to the Investment Manager. For Mutual Fund products with periodic profit distribution features, the Customer hereby authorizes the Investment Manager to periodically, in accordance with the specifications of each Mutual Fund invested in by the Customer, execute the Redemption of Fund Units owned by the Customer simultaneously at the time of profit distribution (if applicable).

16. The Customer agrees and accepts that the Investment Manager has the right and authority to accept or reject the Customer's Purchase/Transfer/Redemption requests for Fund Units submitted to the Investment Manager.

17. In this context, the Bank acts solely as a sales agent and is not responsible for any risks, losses, or results and performance of the Mutual Fund investments. Therefore, the Customer hereby releases the Bank from any claims, lawsuits, demands, or liabilities in any form.

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**BOND PRODUCTS**

1. The Customer must (i) have a Single Investor Identification (SID) and a securities account at the Custodian Bank; and (ii) provide instructions to the Bank for the purchase/sale of bonds offered by the Bank.
2. The purchase price or sale price set by the Customer will be determined based on the price approved by the Bank and the Customer.
3. The Customer may conduct bond purchase or sale transactions from 08:30 WIB to 14:00 WIB or other hours specified by the Bank and communicated to the Customer.
4. Regarding government bonds, the Customer may participate in secondary market bond auctions according to the schedule and other terms and conditions communicated by the Bank.
5. Funds intended for the settlement of bond purchase transactions (whether through auctions or non-auctions) must be sufficient in the Account and always available in good funds throughout the auction placement order period, and free from any encumbrances.
6. The Customer may purchase or sell bonds in accordance with the requirements and terms outlined in these Bond Product Terms and Conditions.

7. Regarding corporate bonds: (i) the Customer agrees and accepts that the Bank has the right and authority to accept or reject the Customer's bond purchase/sale requests, with the Bank providing the reasons for rejection to the Customer; and (ii) the Customer agrees and is willing to hold the purchased bonds until the maturity date of the relevant corporate bond.
8. For bond sale transactions: (i) the Customer must meet the sale requirements as stipulated in the product feature documents or other documents issued by the bond issuer or other terms set by the Bank; (ii) the sale price of the bonds by the Customer will be determined based on the price approved by the Bank and the Customer; and (iii) costs arising from the sale, including tax costs, will be deducted from the proceeds.
9. The proceeds from the bond sale will be credited to the Account after the Bank receives the funds from the Custodian Bank.
10. If there are costs associated with the Customer's bond sale transaction, the costs will be debited from the sale proceeds.
11. The Customer is responsible and must pay all costs arising from the services received from the Bank.
12. The Customer grants permission and authority to the Bank to open an account in the Customer's name at the Custodian Bank, and any party designated by the Bank in connection with the bond transactions the Customer undertakes.
13. The Bank has the authority to appoint another party as an agent to execute instructions on behalf of the Bank/Customer and may delegate its authority under these Terms and Conditions to such party. The Bank will remain responsible for any errors, negligence, or default that are intentionally committed by the appointed party.
14. The Bank is not obligated to examine or verify the validity of ownership or rights to a bond, and is not liable for any defects or errors in the ownership of the bond.

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#### **FOREIGN EXCHANGE TRANSACTIONS**

1. The Customer understands and acknowledges that foreign exchange transactions involve the buying and selling of one currency against another between the Bank and the Customer on the Settlement
2. The Customer agrees to engage in foreign exchange transactions as outlined in paragraph 1 above for the purpose of managing loans or investments, hedging assets or liabilities related to their business activities, or for such purposes, and not for speculative purposes.
3. The Customer agrees to refer to Article 44 for the execution of foreign exchange transactions requiring a Cash Margin.
4. **Default.** The Bank has the right to take the actions outlined in paragraph 5 if any of the following events occur:
  - i. The Customer dies, dissolves, or is liquidated, including if the Customer is declared bankrupt or placed under receivership;
  - ii. The Customer fails or neglects (a) to provide or deliver funds as specified in the Transaction Confirmation or (b) to settle the Customer's payment obligations for any foreign exchange transaction;
  - iii. The Customer fails to fulfill any obligations under the Transaction Confirmation;
  - iv. In the Bank's judgment, the Customer cannot fulfill obligations arising from the Transaction Confirmation;
  - v. The data, statements, or guarantees provided by the Customer to the Bank are found to be untrue;
  - vi. The Customer is listed in the Local Blacklist or has problematic credit according to Bank Indonesia or Indonesian banking authorities;

- vii. In the event of changes in government policy and/or banking authorities, economic conditions, monetary turbulence, or other situations affecting the Customer's foreign exchange transactions.
- 5. **Close Out and Set Off.** In the event of the circumstances outlined in paragraph 4 above, the Bank has the right to cancel or execute a \*\*Close Out\*\* and \*\*Set Off\*\* as follows:
  - a. The Bank has the right to immediately terminate the foreign exchange transaction by settling outstanding obligations on a date determined by the Bank ("Early Termination Date"). The Bank may, in good faith, set the exchange rate and/or interest rate (applicable in the market) for the termination of the foreign exchange transaction;
  - b. If the Bank takes the actions outlined in paragraph a above, the Bank will, in good faith, inform the Customer of the calculation results, including any remaining obligations that must be paid immediately by the Customer;
  - c. The Bank has the right to charge the Customer for all costs, expenses, losses, and damages (if any), including legal fees and any costs incurred by the Bank in connection with the actions outlined in paragraph a above;
  - d. If the Customer's obligations remain outstanding and unpaid to the Bank, the Bank has the right to withhold or reject (i) any foreign exchange transaction instructions and/or (ii) any payment instructions, in whole or in part, for the Customer's account at the Bank.
- 6. For the settlement of foreign exchange transactions, the Customer must deliver and pay foreign currency or Rupiah to the Bank in accordance with the terms and Settlement Date specified in the Transaction Confirmation or other similar media used in the foreign exchange transaction approved by the Bank. The Transaction Confirmation or other media are an inseparable part of these Terms and Conditions.
- 7. The Customer's foreign exchange transactions must be settled as a **Full Movement Transaction**.
- 8. **Special Terms and Conditions Regarding FX Leave Order.** In the case of the Customer executing an *FX Leave Order*:
  - i. The Customer understands and acknowledges that the *FX Leave Order* is a foreign exchange transaction conducted by the Customer with the Bank in the form of *Intraday Order* and *Overnight Order*, which may include *Single Order*, *If-Done Order*, and *One Cancel/Other Order*.
  - ii. The Customer's funds used for settling the *FX Leave Order* must be sufficient in the Account and always available as "in good funds" throughout the order placement period, and free from any encumbrances.
  - iii. Regarding the *FX Leave Order* with the *Good-Til-Cancel* facility, the Customer, its authorized representative, or agent hereby grants the Bank the authority and power to automatically extend (*roll over*) the order within the time frame specified by the Customer, its authorized representative, or agent for each *FX Leave Order* placed at the Bank, while adhering to the terms outlined in these Terms and Conditions, up to the maximum period permitted by the Bank, which is a maximum of 7 (seven) Business Days from the placement of the *FX Leave Order*; and
  - iv. The Customer must settle the *FX Leave Order* as follows:
    - a. On the same day if the Customer's order is executed, through a \*\*Direct Settlement\*\*.
    - b. With Today's currency up to a 3 (three)-month Forward if the Customer's order related to an Extended FMCT Forward or FX Non-Today is executed, by visiting the nearest Bank branch.
  - v. The Customer may cancel an unexecuted FX Overnight Leave Order by submitting an instruction to the Bank no later than 16:00 WIB on the relevant Business Day.

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However, the Customer is not permitted to cancel any FX Leave Order that has been executed by the Bank (done).

- vi. The Bank has the right to set minimum or maximum limits for the placement of FX Leave Orders and the spread rate of the Customer's order with the Bank, and may make changes at any time without prior notice.
- vii. The Customer hereby declares that they understand and agree that the FX Leave Order is deemed to have occurred from the moment the Customer provides the FX Leave Order buy and/or sell instruction, regardless of whether the instruction is executed or not, and the transaction is valid and binding between the Bank and the Customer and cannot be canceled for any reason. In the case of an unexecuted FX Leave Order, the Customer may submit a cancellation instruction, and the Bank will, on a **best-efforts basis**, cancel the FX Leave Order placement instruction if possible.
- viii. The Customer hereby acknowledges and agrees that the **Bank Order Rate** is used as a reference to follow the market price determined by the Bank on a **best-efforts basis**.
- ix. The Customer hereby acknowledges and agrees that in certain conditions where the foreign exchange market experiences drastic fluctuations exceeding the FX Leave Order placement price, the price used will be the best possible price closest to the FX Leave Order placement price in the market used by the Bank.
- x. The Customer ensures that sufficient funds (in good funds) are available at the Bank for settling each executed FX Leave Order transaction. If the Customer's funds are insufficient at the time of settlement of an executed FX Leave Order, the Bank has the right to cancel the FX Leave Order instruction provided by the Customer. The cancellation of the FX Leave Order due to insufficient funds is fully understood by the Customer and releases the Bank from all liabilities, risks, claims, and any subsequent demands from any party. In the event of costs arising from the cancellation of the FX Leave Order due to insufficient funds, the Customer hereby authorizes the Bank to debit the amount of such costs from the Account.

The complete terms and conditions of the FX Leave Order transactions can be viewed and downloaded at [www.ocbc.id](http://www.ocbc.id) ("**Terms and Conditions of FX Leave Order Transactions**"). These Terms and Conditions of FX Leave Order Transactions are an inseparable part of these Terms and Conditions.

The Customer agrees to comply with and be bound by the Terms and Conditions of the FX Leave Order Transactions.

#### 9. **Special Terms and Conditions Regarding *Extended FMCT Forward*.** In the case of the Customer executing an *Extended FMCT Forward* transaction:

- i. The Customer understands and acknowledges that (i) the *Extended FMCT Forward* transaction is only permitted for foreign currency transactions (not for Rupiah currency), and (ii) the *Extended FMCT Forward* transaction is a foreign exchange transaction where the transaction period can be extended on the maturity date if the Customer wishes to keep the short position open.
- ii. The Customer agrees to refer to Article 44 for the *Extended FMCT Forward* transaction and additional Cash Margin ("Top Up").
- iii. For each *Extended FMCT Forward* transaction, the Customer has the right to extend the position for a maximum of 1 (one) year from the date the relevant *Extended FMCT Forward* transaction was initiated with the Bank.
- iv. The open foreign exchange position that matures can be rolled over to a spot or 3 (three)-month forward position, with a maximum of 4 (four) roll-overs.
- v. If the Customer does not close the open foreign exchange position by 15:30 on the maturity date, the Bank will automatically roll over the position to a forward

position with a duration as specified by the Customer, by executing a foreign exchange *swap buy sell* or *swap sell buy* transaction for the amount of the open position maturing.

- vi. The Customer agrees that the settlement of the *Extended FMCT Forward* transaction will be conducted through a netting process.
- vii. Withdrawal of funds from the Account after the Customer closes the *Extended FMCT Forward* position can only be executed one business day (T+1) after the Bank receives the Customer's written instruction

10. In the event that the Customer makes a foreign exchange purchase transaction against Rupiah, the Customer understands, agrees and declares that:

- i. Customers will always be subject to laws and regulations and regulatory provisions in Indonesia as well as policies/procedures applicable at the Bank.
- ii. All forms of information, notifications, statements and guarantees whether sent or received in physical or electronic form, as well as confirmation (including in the form of negative confirmation) for the purposes of foreign exchange purchase transactions are valid and binding on the Customer and the Bank, so that it is not necessary to be in the form of a written document signed by the Customer or the Bank (unless otherwise specified by applicable regulations).
- iii. The Customer will only conduct foreign exchange transactions against Rupiah in the banking system in Indonesia in the amount required by applicable regulations and based on the underlying Transaction documents submitted to the Bank.
- iv. The Customer agrees and guarantees the Bank to submit to the Bank the underlying Transaction documents and additional supporting documents at the first opportunity after being requested by the Bank, including if an explanation is needed by any regulator related to the underlying documents or the foreign exchange Transactions carried out by the Customer.

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**STRUCTURED PRODUCT**

- 1. Regarding the placement of a Structured Product with a non-protected principal deposit, the Bank will provide the Customer with a cooling-off period of 3 (three) business days to review the offer and documents provided by the Bank, starting from the date the Customer receives the offer documents. This cooling-off period applies only to Customers who have not previously placed a non-protected principal deposit in a Structured Product.
- 2. The Customer must have an Account in the same currency as the Base Currency for the purpose of placing a Structured Product with the Bank and must ensure sufficient funds in the Account in the Base Currency, equal to the principal amount of each Structured Product placement instructed by the Customer, its authorized representative, or agent.
- 3. The Customer agrees that the Bank has the right to:
  - i. determine the Base Currency and the minimum and maximum placement amounts for the Structured Product at any time; and
  - ii. accept or reject the Customer's placement request for the Structured Product, including the cancellation of the Structured Product placement by the Bank if the minimum placement amount is not met during the Book Building period.
- 4. During the Book Building period, the Customer grants the Bank authority to block the source account for the purchase and/or placement of the Structured Product and to debit the source account on the Placement Date for the principal amount of the Customer's Structured Product.
- 5. For certain Structured Product placements, the Customer agrees to:

- a. Select a) the Currency Pair provided by the Bank; b) the Base Currency and principal amount; c) the Buffer Value and Strike Price; and d) the placement period of the relevant Structured Product; or
- b. select a) the Structured Product Currency and principal amount; b) the contra currency; and c) the placement period of the relevant Structured Product; or
- c. allow the Bank to determine whether the Customer receives a bonus on the Maturity Date;

These terms apply as relevant and in accordance with the conditions of each specific Structured Product.

6. On the Maturity Date, the Bank will credit the principal amount and the returns from the Structured Product to the Account, in accordance with the terms and conditions stated in the Structured Product Placement Result Confirmation.
  - a. The returns from the Structured Product are calculated after deducting income tax (PPH) in accordance with Indonesian tax regulations and paid to the Customer on the Maturity Date
  - b. ii. If the Maturity Date falls on a non-business day, the Bank will pay the Structured Product principal amount and the Structured Product interest rate on the following business day. No additional interest will be paid between the Maturity Date and the following business day when the payment of the Structured Product principal and interest is made.
7. The Structured Product transacted by the Customer with the Bank is an investment product that cannot be redeemed, either in whole or in part, before the Maturity Date. If the Customer still wishes to redeem the Structured Product placement before the Maturity Date (early termination), then:
  - a. The Customer or its authorized representative or agent must provide an early termination instruction to the Bank via electronic mail, fax, or telephone;
  - b. The Customer will be charged an early termination fee or break funding fee;
  - c. The Customer will not receive interest for the period of the Structured Product placement before the Maturity Date
  - d. The Bank will revalue the Structured Product in addition to costs in accordance to point (ii) that will be borne to the customer as a result of early termination;
  - e. The Bank does not guarantee 100% refund from principal placement in regards to the Structured Products that is considered *principal protected*.
  - f. The Customer is liable to mechanism and time period of *early termination* in accordance to the procedure and systematic of *Structured Product* that is applied within the Bank.

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#### **FUTURES CONTRACT**

1. To conduct a Futures Contract transaction with the Bank, the Customer must:
  - a. Complete the Futures Transaction Placement Form;
  - b. Provide all documents and information required by the Bank from time to time related to the Customer's Futures Contract transaction;
  - c. Deposit the initial margin and reserved margin, in the amount specified in the Futures Transaction Placement Form, into the Customer's Futures Contract Account at the Bank;
  - d. Pay the necessary fees for the Futures Contract transaction, including transaction fees, taxes, commissions, and other related expenses associated with the Customer's Futures Contract transaction at the Bank.
2. While respecting the provisions of these Terms and Conditions, on Business Days between 08:00–15:30 WIB, the Customer may issue instructions to the Bank to execute a Futures Contract transaction.

3. Obligations to Maintain Initial Margin and Additional Margin (Call Margin)
  - a. While conducting Futures Contract transactions with the Bank, the Customer must ensure, at all times, that the Initial Margin remains within the minimum value set by the Bank's Maintenance Margin.
  - b. If the Initial Margin provided by the Customer decreases in value or falls below the Maintenance Margin as determined by the Bank due to Mark-to-Market adjustments or other reasons, the Customer must immediately provide additional cash (margin) to restore the Initial Margin to 100% of the Bank's requested amount within the time frame specified by the Bank.
  - c. If the Customer fails to fulfill the obligation to add the Initial Margin, the Exchange, through the Bank, reserves the right at any time, without prior notice to the Customer, to terminate the Futures Contract transaction or liquidate the Futures Contract transaction.

The Bank's decision is binding on the Customer, and the transaction value will be determined based on market conditions. The Customer agrees to accept the value determined by the Bank. In this regard, the Bank is exempt from any claims, lawsuits, or damages of any kind, for any reason.
4. The Customer agrees that the settlement of their Futures Contract transaction with the Bank must be completed:
  - (a) on the Maturity Date, and
  - (b) through Netting Transaction Settlement.

While respecting the above provisions, if the Customer does not close their Futures Contract position by 15:30 WIB on the Maturity Date, the Customer agrees that the Bank has the right to close the Futures Contract position using the price prevailing at 16:00 WIB on the closing day.
5. The Bank has the right to take the actions outlined in Paragraph 6 of this article in the event of any of the following occurrences
  - i. The Customer dies, dissolves, or is wound up, including if the Customer is declared bankrupt or placed under receivership;
  - ii. The Customer fails or neglects (a) to provide or remit funds as specified in the Transaction Confirmation or (b) to pay their payment obligations for any foreign exchange transaction;
  - iii. The Customer fails to fulfill any obligation under the Transaction Confirmation;
  - iv. In the Bank's judgment, the Customer is unable to fulfill obligations arising from the Transaction Confirmation;
  - v. The data, statements, or guarantees provided by the Customer to the Bank are found to be untrue;
  - vi. The Customer is listed on the Local Blacklist or has problematic credit according to Bank Indonesia or Indonesian banking authorities;
  - vii. There is a change in government policy and/or banking authority regulations, economic conditions, monetary turbulence, or any other situations affecting the Customer's foreign exchange transactions.
6. In the event of the circumstances outlined in Paragraph 5 above, the Bank has the right to cancel or perform the following:
  - i. The Bank may immediately terminate the Futures Contract transaction by settling the obligations on the date determined by the Bank ("Early Termination Date"). The Bank may, in good faith, determine the price and/or valuation (as applicable in the market) for the termination process of the Futures Contract.
  - ii. If the Bank takes the actions outlined in (i) above, the Bank will, in good faith, inform the Customer of the calculation results, including any remaining obligations that must be paid immediately by the Customer.

- iii. The Bank may charge the Customer for all costs, expenses, losses, and damages (if any), including legal fees, fully and any other costs incurred by the Bank in connection with the actions outlined in (i) above.
- iv. If the Customer's obligations remain outstanding and unpaid to the Bank, the Bank may hold or reject (i) any transaction instructions from the Customer in any form and/or (ii) any payment instructions, whether in full or in part, to the Customer's account at the Bank.

The Customer may cancel an order for a Futures Contract listed in the Futures Contract Order Request Application – Good Till Cancel that has not been executed by submitting instructions to the Bank no later than 16:00 WIB on the relevant Business Day. However, the Customer is not permitted to cancel the Customer's Futures Contract transaction, including transactions already executed by the Bank (done), or instructions agreed upon with the Bank regarding the Futures Contract transaction. If cancellation occurs, the Customer must pay the costs associated with the cancellation as incurred by the Bank, and the Bank will notify the Customer of the amount.

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## **BANKING SERVICES**

### **1. *Beyond Banking***

is a non-financial additional service provided by third parties in collaboration with the Bank. In fulfilling the *Beyond Banking* benefits requested by the Customer, the Bank will share the Customer's data/information with the third party.

### **2. *Transactions Through Banking on the Move***

*Banking on the Move* refers to transactions conducted via fax or telephone, including the process of sending documents from the Bank to the Customer or from the Customer to the Bank via Bank staff, under the following conditions:

- i. Transaction instructions via fax and telephone must be made through the fax or telephone number registered with the Bank.
- ii. To execute any instruction as mentioned in paragraph 2(i) above for a specific nominal value according to the Bank's applicable policy, the Bank will confirm with the Customer beforehand.

### **3. *Autopayment and Automatic Fund Transfer***

- i. For every registration of bill payment facilities (telephone, electricity, mobile phone, credit card, insurance, etc.) by the Customer with the Bank, the Customer hereby grants the Bank authority to execute the payment of such bills at the amount due by the Customer. This authority is continuous, effective from the date the OCBC Private Bank Form is signed, and ends when the Account is closed or when the Customer terminates the authority.
- ii. Any *Autopayment* and *Automatic Fund Transfer* applications registered after the 15th of each month will take effect in the following month.
- iii. The Customer agrees to provide funds in the registered Customer's related account for the process of *Autopayment* and *Automatic Fund Transfer* to facilitate regular transaction debits via these facilities. The Bank is not responsible for failed *Autopayment* or *Automatic Fund Transfer* due to insufficient funds in the Customer's Account.
- iv. The Bank is not liable for late fees, disconnection of telephone/electricity/mobile phone/credit card/insurance services, or other risks resulting from the failure to make bill payments or automatic transfers due to insufficient funds in the Account and/or the Bank not receiving the amount due for payment, or system/transmission failures in the payment process by the Bank.

- v. For every bill payment and automatic transfer transaction, the Customer will be charged fees according to the Bank's applicable regulations.
- vi. The Customer agrees to promptly inform the Bank of any changes related to the fax number, telephone number, and/or account for the regular debit process of *Autopayment* and *Automatic Fund Transfer*.
- vi. If the Customer intends to terminate the bill payment or automatic transfer facility, the Customer must notify the Bank in writing about the start date of the termination and submit it no later than 7 (seven) Business Days before the start of the relevant payment period.
- 4. The Customer agrees that the services mentioned in paragraphs 1, 2, and 3 above may end if (a) the Customer does not meet the requirements stipulated in these Banking Services Terms and Conditions, or (b) at the Customer's request. If the services end for the above reasons, the Bank reserves the right to withdraw all facilities provided and charge fees according to the applicable regulations.
- 5. The Customer acknowledges and understands that the Customer is a Customer(s) approved by the Bank to receive the Private Bank services as stipulated in these Banking Services Terms and Conditions.

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#### **INSEPARABLE PART**

These Terms and Conditions constitute a single unit and an inseparable part of (i) the account opening application form or application, (ii) the General Terms and Conditions of the e-Banking Service, and (iii) the terms and conditions related to each Product and/or Service at the Bank

57.

#### **COMPLAINT HANDLING**

- (a) Customers may submit complaints regarding products and/or services through:
  - 1. The 24-hour Tanya OCBC Service at number 1500-999 (Domestic) or 021-26506300 (International)
  - 2. Visiting the nearest branch or contacting the Relationship Manager (RM)
  - 3. Emailing to [tanya@ocbc.id](mailto:tanya@ocbc.id)
  - 4. Clicking [www.ocbc.id](http://www.ocbc.id) (Sub-menu "Contact Us"/Phone Icon)
  - 5. The Tanya OCBC WhatsApp Service at number +62 812-1500999
  - 6. The Live Chat and Live Call features on OCBC Mobile
- (b) In the event that a complaint submits a complain verbally, the Bank shall resolve the matter within 5 (five) Business Days. However, if the verbal complaint or objection remains unresolved within this timeframe, the Bank may request the relevant Customer or their authorized representative to submit supporting documents.
- (c) The Bank is obligated to follow up and resolve complaints in writing within a maximum of 10 (ten) Business Days from the date the complete documents are received (if applicable).
- (d) In the event of the following conditions, the Bank may extend the deadline by up to 10 (ten) Business Days from the period specified in (c) above:
  - The Bank branch that receives the complaint is different from the branch where the issue was reported, and there are communication challenges between the two branches;
  - The complaint requires specialized research or examination of the Bank's documents; and/or
  - There are other factors beyond the Bank's control.
- (d) In the event that the Customer rejects the Bank's complaint response, the Customer may choose dispute resolution forum through an Alternative Dispute Resolution Institution listed in the Financial Services Authority's (OJK) approved list within 30

(thirty) days. If no resolution is reached, both parties agree to select the Jakarta Selatan District Court Clerk's Office in Jakarta as the non-exclusive legal domicile.

(e) The Customer has the right to receive advocacy, protection, and efforts to address complaints and resolve disputes in accordance with applicable laws and regulations.

58. **MISCELLANEOUS**

58.1 The Bank will always uphold the principles of Good Corporate Governance (GCG). The provision or receipt of gifts, rewards, commissions, or bribes in any form to Directors, Officers, and Bank employees is considered a serious violation and must be reported to the Bank through its whistleblower channels: **Website:** [whistleblowing.ocbc.id](http://whistleblowing.ocbc.id) and **Email:** [whistleblowing@ocbc.id](mailto:whistleblowing@ocbc.id).

58.2 Customers may access these Terms and Conditions via [www.ocbc.id](http://www.ocbc.id).

58.3 The Bank's negligence or delay in exercising a right or authority stipulated in these Terms and Conditions shall not constitute a waiver of such right or authority, nor shall the exercise of any or part of a right or authority constitute a waiver of the exercise of any other right or authority or the further exercise of such right or authority.

58.4 Unless otherwise specifically agreed, the Customer understands that the Bank is only obligated to perform tasks or services as stipulated in these Terms and Conditions.

58.5 The Customer agrees that if any provision in these Terms and Conditions is declared invalid or unenforceable for any reason, it does not invalidate the other provisions, and these Terms and Conditions remain in full force and effect.

58.6 Customers may view their portfolio through consolidated reports or the OCBC Mobile application, which includes information about the Bank's products and non-Bank products from partners, such as insurance and capital market products.

58.7 The Customer is entitled to compensation if the Product and/or Service received does not comply with the agreement and/or applicable regulations.

58.8 The Customer agrees that if the Bank has issued a notice, the notice is deemed to have been delivered by the Bank and is binding on the Customer.

58.9 In the event that these Terms and Conditions are translated into another language, then the Indonesian text shall prevail in case of discrepancies or conflicts with the foreign text.

**THESE TERMS AND CONDITIONS HAVE BEEN ADJUSTED TO BE IN ACCORDANCE WITH THE LAWS AND REGULATIONS INCLUDING THE PROVISIONS OF FINANCIAL SERVICES AUTHORITY REGULATIONS.**

Paraf



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TELEPON TANYA

**1500-999**

WHATSAPP TANYA

**0812-1500-999**

PT Bank OCBC NISP Tbk berizin dan diawasi oleh Otoritas Jasa Keuangan & Bank Indonesia, serta merupakan peserta penjaminan LPS.

Temukan kami di



[www.ocbc.id](http://www.ocbc.id)