

## ADDENDUM TO THE UOB BUSINESS INTERNET BANKING PLUS SERVICE AGREEMENT

1. This is the Country Addendum (Indonesia) to the UOB Business Internet Banking Plus Service Agreement (the "Agreement").

2. UOB Business Internet Banking Plus Service Agreement (the "Agreement"), Country Addendum to the UOB Business Internet Banking Plus Service Agreement (the "Addendum") and all application forms of Business Internet Banking Plus is an integral that inseparable.

3. The definition of "Applicable Laws" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Applicable Laws"** means all statutes, laws, rules, regulations, directives, circulars, notices (whether of governmental body or authority or self-regulatory organisations in relation to which any UOB Group Bank is a member, or otherwise), whether in or outside Indonesia which are applicable to any UOB Group Bank and/or the Customer and/or to which any UOB Group Bank and/or the Customer is subject.

4. The definition of "Banking Day" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Business Day"** means every day except Saturday, Sunday and other official public holidays as determined by the government or authorized institutions, where any UOB Group Bank is open for business and local authorities organize a clearance.

5. Paragraph (d) under the definition of "Instruction" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

(d) by using an electronic signature (as defined in (i) Law No.11 year 2008 on Electronic Transaction and Information; (ii) Government Regulation No.82 year 2012 on Implementation of the System and Electronic Transactions as implementing regulations for ITE Law as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.

6. The definition of "Company Signatory" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Company Administrator"** means the person appointed by the Customer to administer and control the access and use of Business Internet Banking Plus by Company Signatories and Company Users on behalf of the Customer and authorised to receive, hold and/or use any Security Token on behalf of the Customer. Company Administrator refers to Administrator.

7. The definition of "Company Signatory" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Company Signatory"** means a person authorised by the Customer (whether alone or jointly with any other person or persons) to utilise and operate the Services for and on behalf of the Customer and/or submit or make any Application or give any instruction and/or execute or sign any instrument and/or to effect any transaction on any Account or operate or utilise any Service for and on behalf of the Customer and/or to receive, hold and/or use any Security Token on behalf of the Customer. Company Signatory refers to Authoriser and Payroll Authoriser;

8. The definition of "Company User" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Company User"** means a person authorised by the Customer and/or the Company Administrator to perform day-today transactions not requiring mandate authority and to receive, hold and/or use any Security Token on behalf of the Customer. Company User refers to Enquirer, Maker, Verifier, Sender and Payroll Maker.

9. The definition of "Transaction" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Transaction"** includes any transfer, withdrawal, purchasing, trade payment or any type of payment.

10. The definition of "Services" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Services"** means any credit, banking services or other facility product or service provided by any UOB Group Bank to the Customer using Business Internet Banking Plus (including without limitation the empowerment of Customer Users to agree on behalf of the Customer the matters described in this Agreement).

11. The definition of "UOB Group Bank" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"UOB Group Bank"** means PT Bank UOB Indonesia.

12. The definition of "User ID" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"User ID"** means the unique identification characters or number (whether or not alpha-numeric) issued and assigned by any UOB Group Bank to the Customer or otherwise selected by the Customer for use by a Customer User to access Business Internet Banking Plus and for the purpose of enabling the UOB Group Bank to verify and authenticate the identity of such Customer User for its access to Business Internet Banking Plus and includes any other characters or numbers so assigned or selected in replacement thereof.

13. The definition of "Website" in Clause 1.1 of the Agreement shall be deleted and replaced to become as follows:

**"Website"** means the website presently located at [www.uobgroup.com](http://www.uobgroup.com) (or any replacement or successor domain name), and includes any website operated and/or maintained by or for any UOB Group Bank from time to time and at any time.

14. Clause 1.6 shall be deleted and replaced to become as follows

This Agreement may be amended in accordance with its terms from time to time and is in addition to any other agreements which the Customer may have with any UOB Group Bank Notice of changes will be notified no later than 30 Business Days before the changes become effective.

15. Insert new clause 2.4 as follows:

Specific for trade related transaction, this Agreement refers to general terms and conditions and credit agreement which have been approved by UOB Group Bank and the Customer. In the event of any conflict or inconsistency between this Agreement with general terms and conditions and credit agreement, the general terms and conditions and credit agreement shall prevail, as long as do not relate with the use of the UOB Business Internet Banking Plus Service.

16. Clause 4.4 shall be deleted and replaced to become as follows:

In the event that any UOB Group Bank decides to rely, act on or carry out any Instruction or is otherwise under an obligation to do so in relation to any Instruction, that UOB Group Bank shall be allowed such amount of time to act on or carry out any Instruction as may be reasonable having regard to the systems and operations of that UOB Group Bank and the other circumstances then prevailing.

17. Clause 4.7 shall be deleted and replaced to become as follows:

The Customer shall be solely responsible for ensuring the accuracy and completeness of its Instruction and that that Instruction reflect the Customer's intent and achieves the Customer's intended purpose, and the Customer shall be liable for any Loss or delay arising from the inaccuracy or incompleteness of such Instruction.

18. The following clause is to be inserted in Clause 4 of the Agreement to become Clause 4.10 which shall be read as follows:

Where UOB Group Bank provides a list of beneficiary banks to whom payment may be made to bank accounts in these banks through Business Internet Banking Plus Plus, UOB Group Bank has the discretion to and may without prior notice to the Customer delete any beneficiary bank or amend such list of beneficiary banks. The Customer shall be solely responsible for ensuring the accuracy of the destination bank code of the beneficiary bank in its Instruction to UOB Group Bank.

19. Clause 5.4 shall be deleted and replaced to become as follows:

The Customer shall procure that the Customer User to whom any Security Token is issued or provided shall retain the Security Token at all times and shall not permit any other person to have access to or to use the Security Token issued or provided to such Customer User. The Customer agree that every misuse of Security Token by unauthorized party shall be solely borne by the Customer.

20.Clause 5.6 shall be deleted and replaced to become as follows

Each UOB Group Bank reserves the right to terminate, suspend, cancel, decline to renew or replace any Security Token with prior notice to the Customer or the Customer User to whom the Security Token has been issued or provided. The Customer shall procure that the Customer User shall not after the termination of any Service or Account use the Security Token in relation to the Service or Account that has been terminated

21.Clause 5.7 shall be deleted and replaced to become as follows:

The Customer solely liable any breach of any implied terms in this Agreement as to satisfactory quality, merchantability or fitness for purpose of any Security Token.

22.Clause 7.1 shall be deleted and replaced to become as follows:

The Customer agrees to comply with and to procure that the Customer Users comply with the terms of this Agreement and any policy of each UOB Group Bank may issue to the Customer regarding security in relation to use of Business Internet Banking Plus and the Services.

23.Clause 7.5 shall be deleted and replaced to become as follows:

The Customer hereby request and authorise the relevant UOB Group Bank from time to time without further authority or notice from the Customer to act upon any request or instruction to re-set any User ID, Password or to revoke and/or deactivate any Security Token of a Customer User, or to issue and/or replace a Security Token of any Customer User to specify mode of which the Customer can make such request or instruction. In addition, the Customer agrees to be liable for any loss or damage suffered by the Customer or any third party arising from any negligence of the Customer which causes such request or instruction being unauthorised or fraudulent.

24.Clause 10.4 shall be deleted and replaced to become as follows:

Each UOB Group Bank shall be entitled to debit without prior notice any Account at any time in respect of any fees, commissions or other sums due or payable by the Customer to it. For this purpose, the Customer hereby gives unrevocable power and authority to UOB Group Bank to debit its account.

25.The following clause is to be inserted in Clause 10 of the Agreement to become Clause 10.5 which shall be read as follows:

Customer hereby agree and accept Service charge as stated in Service terms as agreed by Customer.

26.Paragraph (a) under the Clause 11.1 of the Agreement shall be deleted and replaced to become as follows:

(a) any corporation which is deemed to be a related corporation of any UOB Group Bank by virtue of Undang Undang No.40 tahun 2007 tentang Peseroan Terbatas and Undang Undang Nomor 10 tahun 1998 tentang Perubahan Undang Undang nomor 7 tahun 1992 tentang Perbankan and other prevailing law and regulation to each member of UOB Group Bank;

27.Paragraph (c) under the Clause 11.1 of the Agreement shall be deleted and replaced to become as follows:

(c) all courts, governmental agencies and lawful authorities in Indonesia and elsewhere where the disclosure is required by law;

28.The following clause is to be inserted in Clause 11 of the Agreement to become Clause 11.3 which shall be read as follows:

Any and all power and authority conferred by the Customer to the the UOB Group Bank as stipulated herein constitute integral and inseparable part of these Terms and Conditions. Any such power and authorization cannot be revoked or terminated by any reason whatsoever for as long as Services are still provided to the Customer. For the purpose of this clause, the Customer hereby waives the applicability of Article 1813, 1814, and 1816 of the Indonesian Civil Code.

29. Clause 12.1 shall be deleted and replaced to become as follows:

Business Internet Banking Plus may be suspended or terminated by the UOB Group Bank at any time either with respect to any Service or any service or facility provided through Business Internet Banking Plus or generally, with prior notification to the Customer which is given not later than 30 Business Days before.

30. Clause 12.2 shall be deleted and replaced to become as follows:

Business Internet Banking Plus may be varied by the UOB Group Bank at any time either with respect to any Service or any service or facility provided through Business Internet Banking Plus or generally by giving prior notice no later than 30 Business Days before the changes become effective.

31. Clause 12.3 shall be deleted and replaced to become as follows:

The Customer may terminate this Agreement by giving at least thirty (30) calendar days prior written notice thereof to UOB Group Bank.

32. Clause 12.4 shall be deleted and replaced to become as follows:

Any UOB Group Bank may terminate this Agreement with immediate effect by notice to the Customer, if the Customer commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction or any other reason as determine based on UOB Group Bank discretion. Regarding this termination, the Customer agrees to waive the applicability of Article 1266 of the Indonesia Civil Code.

33. Clause 13.1 shall be deleted.

34. Paragraph (b) under the Clause 13.2 of the Agreement shall be deleted and replaced to become as follows:

(b) any virus, default, defect, deficiency, harmful component or malfunction in and/or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system, including but not limited to:

(i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;

(ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Password or User ID or Instruction; and

(iii) the transmission of any virus to any such software, equipment or system;

35. Paragraph (l) under the Clause 13.2 of the Agreement shall be deleted and replaced to become as follows:

(l) any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite the UOB Group Bank's best efforts and not due to mistake and/or negligence of officials/ employee of UOB Group Bank and/or third parties working for the benefit of UOB Group Bank ;

36. Paragraph (o) under the Clause 13.2 of the Agreement shall be deleted and replaced to become as follows:

(o) any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by the UOB Bank Group or the Customer) or Instruction or in the course of transmission thereof through the Internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the UOB Group Bank or any other person whether or not in connection with any Account or the provision or operation of any Service or Business Internet Banking, including any errors generated in the transmission of any data or Instruction; and not due to mistake and/or negligence of officials/ employee of UOB Group Bank and/or third parties working for the benefit of UOB Group Bank ;

37. Paragraph (q) under the Clause 13.2 of the Agreement shall be deleted and replaced to become as follows:

(q) any failure or refusal of the UOB Group Bank (as regulated under the terms of this Agreement) or any other person to accept or honour any Instruction;

38. Clause 13.5 shall be deleted and replaced to become as follows:

Without prejudice to anything herein, the Customer hereby agrees that its rights to make claim or commence any legal proceedings against any UOB Group Bank in respect of any Loss incurred or suffered by the provision or utilisation of Business Internet Banking Plus or any transaction effected through Business Internet Banking Plus for which that UOB Group Bank is liable to the Customer, is within one (1) year after the later of (i) the date when the event causing such Loss occurred; and (ii) the date of such transaction. Any liability of any UOB Group Bank to the Customer in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Business Internet Banking Plus Service.

39. Clause 15 shall be deleted and replaced to become as follows:

In the event that any UOB Group Bank is unable to observe or perform the terms of this Agreement, whether in whole or in part, by reason of causes beyond its reasonable control, including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Indonesia Government or by other causes which it cannot reasonably be expected to avoid, the performance of the UOB Group Bank's obligations as they are affected by such causes shall be excused for the duration of the abovementioned disabling events.

40. Clause 16.1 shall be deleted and replaced to become as follows:

Any UOB Group Bank may amend, vary or supplement any terms or conditions of this Agreement by giving prior notice not later than 30 Business Days thereof to the Customer by any means that UOB Group Bank deems fit.

41. Clause 16.4 shall be deleted and replaced to become as follows:

This Agreement is executed in bilingual versions, the Bahasa Indonesia version and the English version. In the event of any inconsistency between the provisions of the Bahasa Indonesia version of this Agreement and the provisions of the English version of this Agreement, the Bahasa Indonesia version of this Agreement will prevail.

42. Clause 16.5 shall be deleted and replaced to become as follows:

Any and all notices to be given under this Agreement must be communicated by post, facsimile transmission, electronic mail or through Business Internet Banking Plus or by online messages posted on the Website. If by post the notice will be taken to have been received seven (7) working days after posting by the UOB Group Bank to the postal address most recently notified by the Customer and if by facsimile transmission, electronic mail, through Business Internet Banking Plus or by online messages posted on the Website, immediately on despatch.

43. Clause 16.7 shall be deleted and replaced to become as follows:

Where any UOB Group Bank introduces new services as part of the Services, the UOB Group Bank may provide them on supplementary terms which will be notified to the Customer in accordance with this Agreement. Notice of changes will be notified no later than 30 Business Days before the changes become effective.

44. Clause 16.11 shall be deleted and replaced to become as follows:

The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by any UOB Group Bank. The Customer further agrees that all such records shall be binding upon the Customer.

45. Clause 17 shall be deleted entirely

46. Clause 18.1 shall be deleted and replaced to become as follows:

The UOB Group Bank are required to act in accordance with the laws and regulations operating in Indonesia and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). Any UOB Group Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.

47. Clause 18.2 shall be deleted and replaced to become as follows:

No UOB Group Bank will be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

(a) any delay or failure of any UOB Group Bank in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the UOB Group Bank, in its sole and absolute discretion, consider appropriate to take in accordance with the Regulations; or

(b) the exercise of any of the UOB Group Bank's rights under this Agreement

and not due to mistake and/or negligence of officials/ employee of UOB Group Bank and/or third parties working for the benefit of UOB Group Bank

48. Clause 19.1 shall be deleted and replaced to become as follows:

This Agreement shall be governed by and construed in accordance with the laws of the Indonesia Republic.

49. Clause 19.2 shall be deleted and replaced to become as follows:

The Customer submits to the non-exclusive jurisdiction of the courts Indonesia Republic with respect to any legal proceedings which may be initiated in connection with this Agreement.

50. Clause 19.3 shall be deleted and replaced to become as follows:

The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Indonesia with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of the courts of Indonesia with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than Indonesia seek that UOB Group Bank's agreement to submit to that foreign jurisdiction with respect thereto.

51. Clause 19.4 shall be deleted and replaced to become as follows:

Service of any process or document by which any proceedings in any court in Indonesia are commenced may be effected in any manner permitted for communications hereunder.

52. The following clause is to be inserted in Clause 19 of the Agreement to become Clause 19.5 which shall be read as follows

Customer has been given a description of the characteristics of the Business Internet Banking Plus by Officer of UOB Group Bank, and the Customer has understood and agreed to all terms of use of Business Internet Banking Plus, including the benefits, risks and costs inherent in the Business Internet Banking Plus.

53. The following clause is to be inserted in Clause 19 of the Agreement to become Clause 19.7 which shall be read as follows:

This Agreement has been adjusted to comply with the provisions of laws and regulations including provisions of the Financial Services Authority.

54. The following clause is to be inserted in Clause 19 of the Agreement to become Clause 19.7 which shall be read as follows:

In using this Service Customer shall comply with the provisions of Bank Indonesia and the Financial Services Authority related to the use of Rupiah and/or foreign currencies.

## **Terms and Conditions for Beneficiary Payment Advice Service**

### **1. Definition and Interpretation**

Unless otherwise defined under these Terms and Conditions or unless the context otherwise requires, capitalised words and expressions shall have the same meaning as those used in the File Transfer Service Agreement and/or UOB Business Internet Banking Plus Service Agreement (as may be the case).

**"Beneficiary"** means the person referred to as such by the Customer in the UOB Group Bank's prescribed form.

**"Payment Advice"** refers to the information indicated by the Customer in the UOB Group Bank's prescribed form, whether electronically or otherwise, to be forwarded to the Beneficiary.

**"Payment Advice Service"** refers to the UOB Group Bank's service of forwarding Payment Advice to the Beneficiary through electronic mail ("e-mail").

### **2. Customer Authorisation**

By completing and uploading the UOB Group Bank's prescribed form from time to time:

- (a) The Customer requests and authorises the UOB Group Bank' to send the Payment Advice by e-mail through the e-mail gateway of the UOB Group Bank' to the Beneficiary at the e-mail address provided by the Customer in the Payment Advice;
- (b) The Customer expressly consents to the UOB Group Bank' disclosing all the information in the Payment Advice to the recipient of the Payment Advice;
- (c) The Customer expressly consents to the UOB Group Bank' disclosing the information in the Payment Advice pursuant to lawful requests or in compliance with applicable laws or when the UOB Group Bank' believes it is necessary to comply with the law, to protect its interests or property, to prevent fraud or other illegal activity perpetrated through the Payment Advice;
- (d) The Customer authorises the UOB Group Bank' to make such copies of and/or use the Payment Advice as it deems necessary in connection with the provision of the Payment Advice Service and for the protection of the interest of the UOB Group Bank'.

### **3. Customer's Responsibilities**

3.1 The Customer hereby acknowledges and agrees on the followings:

- (a) communications by e-mail cannot be guaranteed to be secure or error-free as there is a risk that information contained in an e-mail and any attachment thereto, including potentially confidential information, may be intercepted, corrupted, lost, destroyed or delayed in transmission;
- (b) the UOB Group Bank' does not warrant that any e-mail or any attachment thereto which it sends out will be free of viruses, worms or other harmful components;
- (c) the Customer shall at all times remain responsible for the content of the Payment Advice;
- (d) the UOB Group Bank' may, but is not obliged to, review the Payment Advice and may decide in its absolute discretion not to forward the Payment Advice to the Beneficiary;
- (e) the production by the UOB Group Bank' of the Payment Advice in the form sent out by it shall constitute conclusive proof of the forwarding of the Payment Advice Service irrespective of whether the Payment Advice was received;
- (f) the UOB Group Bank' is neither required to verify whether the Payment Advice has been received nor required to inform the Customer in the event of an unsuccessful transmission of the Payment Advice.

3.2 The Customer undertakes and warrants as follows:

- (a) the Customer shall not include in the Payment Advice any information which is knowingly false and/or defamatory, inaccurate or any information that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any applicable laws and regulations;
- (b) the Customer shall not upload or cause to be transmitted through the Payment Advice any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

#### **4. Indemnity**

4.1 The Customer hereby states that it shall be liable for any loss liability claim damages cost or expense, including without limitation direct, indirect, special or consequential damage or economic loss arising from or in connection with:

- (a) any use of the Payment Advice Service by the Customer
- (b) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the Payment Advice, including customer information;
- (c) any error or failure in the transmission of the Payment Advice, any inaccurate, garbled or incomplete Payment Advice that might be transmitted or any delay in the transmission of the Payment Advice,

even if the UOB Group Bank' or its agents or employees had been advised of the possibility of such loss liability claim damage cost and/or expense. This exclusion shall take effect to the fullest extent permitted by law.

4.2 The UOB Group Bank' does not guarantee that the Payment Advice will be transmitted or received in the form submitted or be received by the Beneficiary. Consequently, the UOB Group Bank' shall have no liability whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which may be suffered in connection with the sending and/or receipt of the Payment Advice by e-mail.

#### **5. Termination of Payment Advice Service**

The UOB Group Bank' shall be entitled in its absolute discretion to suspend and/or terminate the Payment Advice Service at any time by giving at least 30 (thirty) Business Days prior notice and provision of a reason to the Customer.

#### **6. Terms and Conditions Supplemental**

Where applicable, these terms and conditions are supplemental to and shall be read together with the UOB Business Internet Banking Plus Service Agreement ("BIB Agreement") and its Addendum:

- (a) "Instruction" shall include a reference to the Customer's request to the UOB Group Bank' to forward the Payment Advice to the Beneficiary;
- (b) "Service" shall include a reference to the Payment Advice Service.

#### **7. Miscellaneous**

7.1 The UOB Group Bank' may amend, vary or supplement these terms and conditions by giving by giving at least 30 (thirty) Business Days prior notice to the Customer by any means that the UOB Group Bank' deems fit.

7.2 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition.

7.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of any UOB Group Bank' of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the UOB Group Bank' afterwards to act strictly in accordance with the powers conferred on the UOB Group Bank' under such terms and conditions.

7.4 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Instructions and communications transmitted electronically between the parties, including such evidence in the form of the UOB Group Bank's computer



records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

7.5 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or any other form of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by the UOB Group Bank. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.

### **Terms and Conditions Governing the Application for Telegraphic Transfer and/or Demand Draft**

The application for Telegraphic Transfer / Demand Draft (the "Application") is made subject to the following terms and conditions:

1. UOB Group Bank may use without liability for their acts or defaults, any correspondent or agent to effect a Telegraphic Transfer or Demand Draft Payment (the "Transaction"). All references to "correspondent or agent" in these Terms and Conditions shall include any of the UOB Group Bank' branches.
2. Unless payment in a different currency is allowed by the country where the Transaction is payable, payment is to be made in the currency of the country where the Transaction is made payable at the buying rate of exchange of the UOB Group Bank's correspondent or agent.
3. Correspondent or agent charges for Telegraphic Transfers will be for the beneficiary's account unless otherwise specified.
4. The Transactions are subject to the rules and regulations and market practices of the country of payment. The UOB Group Bank and/or its correspondents or agents shall not be liable for any loss or delay caused by any such rules and regulations or market practices.
5. Refunds of the Transaction will be made only after the UOB Group Bank' receives confirmation from its correspondent or agent that the funds transferred are at the UOB Group Bank's free disposal. Refunds are made subject to payment of the UOB Group Bank's charges and expenses and at the UOB Group Bank's prevailing buying rate for that currency. Refunds will be made in Rupiah ("IDR") or in the currency which the Transaction was effected. If there is no market in Indonesia for such currency, the UOB Group Bank is entitled to refund the Applicant in IDR. Refunds for Demand Draft shall only be made after the original Demand Draft is returned to the UOB Group Bank.
6. The replacement or refund of a lost, stolen or destroyed Demand Draft is made subject to the Applicant providing the UOB Group Bank with an acceptable letter of indemnity and complying with any other requirements of the UOB Group Bank. The UOB Group Bank reserves the right to refund the Applicant instead of replacing the Demand Draft.
7. Neither the UOB Group Bank or its correspondents or agents shall be liable for any loss or damage whatsoever due to:
  - i. erroneous or incomplete information having been given to the UOB Group Bank;
  - ii. unavailability of good funds;
  - iii. delays or faults of any kind in the Transaction, or in any messages or instructions by mail, facsimile, telegraph or cable;
  - iv. delay or error in or failure in locating or identifying the beneficiary;
  - v. refusal or inability of the UOB Group Bank's correspondent or agent to effect payment by reason of any law, act or decree of any government;
  - vi. any other cause or reason whatsoever beyond the UOB Group Bank's and its correspondents' or agents' control, or
  - vii. delay in presenting the Demand Draft to the drawee for payment.

8. The Applicant consents to the UOB Group Bank, its officials, employees, correspondents and agents disclosing any information regarding the Applicant's particulars, this Applications, the subject matter thereof and the Applicant's accounts and affairs (including but not limited to the Applicant's name, account number/unique reference number, address, unique identification number and/or date and place of birth) as the UOB Group Bank shall deem appropriate for the purpose of any investigations relating to the Application made herein, any transaction connected therewith and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities.
9. UOB Group Bank reserves the right to reject the Application by furnishing any reason for doing so.
10. UOB Group Bank reserves the right to revise any changes from time to time with prior notice.
11. UOB Group Bank reserves the right to add, alter, vary and modify any or all of the above Terms and Conditions at any time at its discretion with 30 (thirty) Business Days notice prior the changes become effective.

### **Trade General Terms And Conditions**

1. Where applicable, these terms and conditions are supplemental to and shall be read together with the UOB Business Internet Banking Plus Service Agreement ("BIB Agreement") and its Addendum.
2. Trade transaction Instruction which is sent to UOB Group Bank by Customer via BIBPlus ("**Instruction**") is considered and having its nature as similar with valid written request/instruction from Customer, including with drawdown/disbursement request letter stipulated in Credit Agreement General Terms and Conditions.
3. Instruction along with any of its attachments are being integral part and irrevocable without any approval from UOB Group Bank.
4. Trade transaction processed by UOB Group Bank with terms and conditions as per Instruction is being Customer's full liability and responsibility.
5. Related to the document presented to UOB Group Bank under Trade transaction, Customer is responsible for :
  - a. The form, sufficiency, accuracy, genuineness, falcification, or legal effect of any signature or documents presented to UOB Group Bank;
  - b. The general or particular statements made in, or superimposed on any documents presented to UOB Group Bank;
  - c. The description, quantity, weight, quality, condition, packing, delivery, value or existance of goods, services, or other performance or data represented by or referred to in any documents presented to UOB Group Bank;
  - d. The good faith, acts, omissions, solvency, performance, or standing of any person issuing or referred to in any other capacity in any documents presented to UOB Group Bank.
6. Fees, including tax (if any), which is incurred in connection with Trade transaction processed by UOB Group Bank as per Instruction are being Customer's full responsibility and Customer agrees to pay and settle those fees.
7. If in any case the Customer is not able to provide fund to payany Trade transaction and UOB Group Bank pays the Trade transaction using its own fund, then the Customer hereby authorizes UOB Group Bank to disburse/draw any loan facility own by the Customer (if any) in order the Customer pays its obligation arise from such Trade transaction.
8. If there are fees which are charged to other parties than Customer and the said fees are unable to be settled by those parties, Customer is responsible to settle those fees.

9. Customer binds itself to compensate UOB Group Bank and indemnify UOB Group Bank from and against any or every payments, losses, costs that may be suffered/borne by or obliged to UOB Group Bank related to or due to Trade transaction at any time.
10. Customer authorizes UOB Group Bank to debit customer's account stipulated in the Instruction or, when not applicable, any other Customer's account(s) with Bank for the purpose of settlement of all liabilities, charges payment, or Customer's other responsibilities related to the Trade transaction.
11. All fees which have been paid by Customer to UOB Group Bank is irrevocable or non refundable to Customer, including in the event cancellation to the related Trade transaction has been executed.
12. In the event there is amendment to the Trade transaction in accordance to Customer's request, this Terms and Conditions also binds Customer in respect to amended Trade transaction and any action taken by Bank in related to the related Trade transaction amendments.
13. I/we acknowledge and agree that the Bank's performance on the Trade transaction is highly dependent on the existence of statute, order or decision/decreed issued by authorized institution or arising from any other reason outside Bank's authority.
14. Our authorization to the Bank is empowered with the right of substitution, and effect since it was signed, and the authorization will not end up in any way, including by the power termination caused referred to in section 1813, 1814 and 1816 of the Indonesian Civil Code.
15. Terms and conditions stipulated in every documents related to the Trade facility granted by Bank to Customer, including credit agreement, general terms and conditions, or the related collateral documents ("**Credit Agreement**") is being integral part of Instruction. In the event of a conflict between one or more terms and conditions of the Credit Agreement with one or more terms and conditions of these Terms and Conditions, the terms and conditions of this Terms and Conditions shall prevail.

This Terms and Conditions has been adjusted to the prevailing laws and regulations, including the Financial Services Authority regulations.

## **Trade Specific Terms And Conditions**

### **1. IMPORT LC**

Specific to the Instruction related to Import LC, including Surat Kredit Berdokumen Dalam Negeri (SKBDN), the following terms and conditions apply, that hereby Customer represent and agree:

- a. Specific for LC issuance, LC issued by Bank is subject to terms and conditions stipulated in Uniform Customs and Practice for Documentary Credit (2007 Revision) issued by International Chambers of Commerce Paris, Publication No. 600 or all of its amendment or substitution ("UCP") applicable at the time when issuing the LC, whereby furthermore Customer agree to bind with terms and conditions inside it.
- b. Specific for SKBDN issuance, SKBDN issued by Bank is subject to terms and conditions stipulated in Peraturan Bank Indonesia (PBI) No. 5/6/ PBI/2003 regarding Surat Kredit Berdokumen Dalam Negeri as amended by PBI No. 10/5/PBI/2008 regarding Perubahan atas PBI No. 5/6/PBI/2003 tentang Surat Kredit Berdokumen Dalam Negeri or all of its amendment or substitution applicable at the time when issuing the SKBDN, whereby furthermore Customer agree to bind with terms and conditions inside it.
- c. In the event LC or SKBDN issuance does not require any insurance coverage by Beneficiary (for example, when using trade terms other than CIF or CIP Incoterms 2010), Customer is responsible for the necessity of insurance on that transaction, including to bear all insurance charges.

- d. In the event UOB Group Bank pays documents which are compliant with what required by LC or SKBDN or pays any acceptance, hereby Customer irrevocably and unconditionally represents that any respective amount paid by UOB Group Bank, including but not limited to interests, fees, fines and charges (if any) arising therefore, are being Customer's responsibility which is obliged to be settled at once by Customer at the time UOB Group Bank makes such payment.
- e. LC or SKBDN is irrevocable without any written consent from UOB Group Bank, confirming bank (if any) and Beneficiary.

## **2. BANK GUARANTEE**

Specific to the Instruction related to Bank Guarantee, including Demand Guarantee, Counter Guarantee and Standby Letter of Credit (hereinafter all are called with "**Guarantee**"), the following terms and conditions apply, that hereby Customer represent and agree

- a. Guarantee issued by UOB Group Bank can be subject to terms and conditions stipulated in Uniform Rules for Demand Guarantees issued by International Chambers of Commerce Paris, Publication No. 758 or all of its amendment or substitution ("URDG"), International Standby Practices issued by International Chambers of Commerce Paris, Publication No. 590 or all of its amendment or substitution ("ISP"), or Uniform Customs and Practice for Documentary Credit (2007 Revision) issued by International Chambers of Commerce Paris, Publication No. 600 or all of its amendment or substitution ("UCP"), including laws in Indonesia, applicable at the time when issuing the Guarantee, whereby furthermore Customer agree to bind with terms and conditions inside it.
- b. In the event UOB Group Bank pays claims which are compliant with what required by Guarantee, hereby Customer irrevocably and unconditionally represent that any respective amount paid by UOB Group Bank, including but not limited to interests, fees, fines and charges (if any) arising therefore, are being Customer's responsibility which is obliged to be settled at once by Customer at the time UOB Group Bank makes such payment.
- c. Guarantee is irrevocable without any written consent from UOB Group Bank, confirming bank (if any) and Beneficiary.

## **3. SHIPPING GUARANTEE (INCLUDING ENDORSEMENT BILL OF LADING)**

Specific to the Instruction related to Shipping Guarantee, including Endorsement Bill of Lading, the following terms and conditions apply, that hereby Customer represent and agree:

- a. Whereby the goods stipulated in Instruction are being Customer's property, are not subject to any legal proceedings or dispute with any persons whomsoever, are and will not be encumbered by any security right whatsoever nor pledged as a security whatsoever to any persons whomsoever, and that the right over and title in the bill of lading have not been sold or otherwise transferred to any persons whomsoever.
- b. Customer is responsible to use the Shipping Guarantee issued or Bill of Lading endorsed by UOB Group Bank for releasing goods at the port of destination in accordance with the terms of the Letter of Credit ("**L/C**") issued by the UOB Group Bank.
- c. Customer is responsible to use the Shipping Guarantee issued or Bill of Lading endorsed by UOB Group Bank for releasing goods at the port of destination in accordance with the terms of the Letter of Credit ("**L/C**") issued by the UOB Group Bank and, therefore, Customer hereby indemnify UOB Group Bank from and against any risks, losses, liabilities, claims and legal suits from any persons whomsoever which might occur in case of the misuse of the Shipping Guarantee already signed or Bill of Lading endorsed by UOB Group Bank.
- d. Customer provide authorization and approval UOB Group Bank for its own discretion to pay and settle any claim arising out from the release of goods stipulated in Instruction.
- e. Customer will fully reimburse and settle at once to the UOB Group Bank all losses, costs and interests including court charges and attorney fees that may be directly or indirectly incurred by the UOB Group Bank as a consequence of claims, demands and/or legal suits in connection with the UOB Group Bank having countersigned the Shipping Guarantee or Bill of Lading endorsement by UOB Group Bank.
- f. In regards to Shipping Guarantee issued by the UOB Group Bank, Customer undertake to deliver the original Bill of Lading to the carrier company once Customer receive the said original Bill of Lading from the UOB Group Bank and furthermore

Customer undertake to promptly return the original Shipping Guarantee to the UOB Group Bank. Customer's negligence in doing this will be Customer's own responsibility to bear any risks, losses, liabilities, claims and legal suits from any persons whomsoever in connection that negligence.

g. This Terms and Condition is still valid and will not be terminated for any reasons whatsoever as long as Customer have outstanding obligations to the Bank under the L/C issued by UOB Group Bank.

#### 4. EXPORT COLLECTION

Specific to the Instruction related to export collection, whether based on LC or not (hereinafter all are called with "**documentary collection**"), including its negotiation/discounting, the following terms and conditions apply, that hereby Customer represent and agree:

- a. Customer agree and responsible to send original documents physically as stipulated in Instruction to UOB Group Bank prior Bank processing the Instruction.
- b. Specific for documentary collection under LC, documentary collection by UOB Group Bank is subject to terms and conditions stipulated in Uniform Customs and Practice for Documentary Credit (2007 Revision) issued by International Chambers of Commerce Paris, Publication No. 600 or all of its amendment or substitution ("UCP") applicable at the time when documentary collection is done, whereby furthermore Customer agree to bind with terms and conditions inside it.
- c. Specific for documentary collection under SKBDN, documentary collection by UOB Group Bank is subject to terms and conditions stipulated in Peraturan Bank Indonesia (PBI) No. 5/6/ PBI/2003 regarding Surat Kredit Berdokumen Dalam Negeri as amended by PBI No. 10/5/PBI/2008 regarding Perubahan atas PBI No. 5/6/PBI/2003 tentang Surat Kredit Berdokumen Dalam Negeri or all of its amendment or substitution applicable at the time when documentary collection is done, whereby furthermore Customer agree to bind with terms and conditions inside it.
- d. Specific for documentary collection without LC or SKBDN, documentary collection by UOB Group Bank is subject to terms and conditions stipulated in Uniform Rules for Collection issued by International Chambers of Commerce Paris, Publication No. 522 or all of its amendment or substitution ("URC") applicable at the time when documentary collection is done, whereby furthermore Customer agree to bind with terms and conditions inside it.
- e. In the event set of documents as stipulated on Instruction is negotiated/discounted by UOB Group Bank, unless Bank expressly agree otherwise or the LC has been confirmed by Bank and document is without any discrepancy, the respective negotiation/discounting by UOB Group Bank is conditional and with full recourse by UOB Group Bank. If such collection does not produce any proceed/payment as per negotiation/discounting provided by UOB Group Bank, at the latest on document maturity date, or specific for Sight document, on 30 calendar days after the date of negotiation/discounting done by UOB Group Bank, Customer, upon UOB Group Bank's first demand, responsible and undertake to reimburse/settle Bank for any shortfall amount received by UOB Group Bank from collection proceed with the paid amount in advance to Customer, plus interest calculated against the paid amount in advance to Customer with tenor calculated in daily basis start from the date of negotiation/discounting done by UOB Group Bank until all the reimbursement/settlement has been received by UOB Group Bank, with the agreed interest rate along with all costs incurred.
- f. In the event UOB Group Bank received the returned documentary collection without any payment, then such documents can be sent through airmail to Customer's address as stipulated on Instruction with Customer's full responsibility.
- g. UOB Group Bank is hereby entitled to charge back any amount negotiated/discounted at any time prior to the occurrence of payment, whether such documents is returned or not.
- h. Customer understand and accept that any documentary collection without LC or SKBDN, UOB Group Bank shall only acts as collecting agent on behalf of Customer and shall not be responsible for matter save for acting with care and reasonable.
- i. UOB Group Bank will choose the Correspondent Bank to support the collection of the documents with reasonable care, but will not be liable for default or negligence of said Correspondent Bank nor for losses or delay in delivery. If Customer request to choose Customer's own Correspondent Bank whereas is not acceptable to UOB Group Bank, then UOB Group Bank has its right to use their own choice with prior notice to Customer.

j. Customer hereby authorize UOB Group Bank to deliver documents presented by Customer by using a courier service as chosen by UOB Group Bank and indemnify UOB Group Bank from any responsibility for any default or negligence of the said courier service nor for losses or delay in the delivering.

## **5. TRUST RECEIPT**

Specific to the Instruction related to Trust Receipt, the following terms and conditions apply, that hereby Customer represent and agree:

- a. Customer hereby admitted indebted and unconditionally promise to pay to UOB Group Bank a sum of money amounting and at the latest as per information as stipulated on Instruction and Customer agree to pay penalty for the delay payment (if any) which is charged as per applicable provisions in the Credit Agreement.
- b. Customer have received from the UOB Group Bank documents related to the goods with the details as stipulated above ("**Goods**") and Customer assert that there is no deficiency or discrepancy on the said documents against all terms and conditions under the related LC or SKBDN.
- c. In the event a sale has made by Customer to the Goods, then Customer will and must surrender any and all sale proceeds to UOB Group Bank as soon as the proceeds received, to be used as the settlement to liabilities Customer have owed to the UOB Group Bank. In the case the sale proceeds are less than my/our liabilities owed to the bank, that shortage amount is still being my/our liabilities until fully settled.
- d. All payments by Customer to UOB Group Bank must be free and clear and without any deduction, either imposed now or in the future, taxes, levies, duties, reduction, costs, or deductions, and all obligations with respect to those payments.
- e. Customer hereby authorize UOB Group Bank to debit our accounts opened and maintained in UOB Group Bank in any currency, whether to settle Customer's liabilities owed to UOB Group Bank, including but not limited to principal amount, interest, penalty, and charges that may incurred, in the order deemed appropriate by the Bank.
- f. Customer have never asked and will never ask for funding either from the UOB Group Bank or other parties, related to the Goods mentioned above or its documentation.

## **6. FINANCING REQUEST**

Specific to the Instruction related to financing request, including Clean Trust Receipt, Pre Export Financing, and Invoice Financing, the following terms and conditions apply, that hereby Customer represent and agree:

- a. Customer represent that underlying Trade transaction of this Trade Financing has been complied with the commercial terms and conditions which has been conducted between Customer with the counterparty.
- b. All statements and other information or document(s) provided and attached in connection with Instruction are true and accurate and undertake full responsibility for and accept all consequences of any inaccurate or untrue statement, information or document. Furthermore Customer shall make available to UOB Group Bank, all relevant information and/or documents as and when requested by UOB Group Bank or UOB Group Bank's representative no later than 5 (five) working days from the date of UOB Group Bank's request.
- c. Customer hereby admitted indebted and unconditionally promise to pay to UOB Group Bank a sum of money amounting at the latest as per information as stipulated on Instruction and Customer agree to pay penalty for the delay payment (if any) which is charged as per applicable provisions in the Credit Agreement.
- d. All payments by Customer to UOB Group Bank must be free and clear and without any deduction, either imposed now or in the future, taxes, levies, duties, reduction, costs, or deductions, and all obligations with respect to those payments.
- e. Customer hereby authorize UOB Group Bank to debit our accounts opened and maintained in UOB Group Bank in any currency, whether to settle Customer's liabilities owed to UOB Group Bank, including but not limited to principal amount, interest, penalty, and charges that may incurred, in the order deemed appropriate by the Bank.
- f. Customer have never asked and will never ask for funding either from the UOB Group Bank or other parties, related to the Goods mentioned above or its documentation.

