

LOAN AGREEMENT

No. {number of agreement}

This agreement ("**Loan Agreement**") was made and signed on {date of agreement} with and between:

1. **PT Alfa Fintech Indonesia**, Limited Liability Company that established and managed under the law of the Republic Of Indonesia as the legitimate Attorney from Hopetech PTE.LTD has domiciled at 156 Macpherson Road# 09-01, PSL Industrial Building, Singapore, 348528 as "**the Lender**" pursuant to the Power of Attorney to represent the Lender on payment channeling and receiving and/or repayment of Loan to represent the Lender in agreeing and signing this Loan Agreement based on the Loan Channeling Agreement, with office address at Menara Dea Tower 2, 3rd floor, Jl. Jalan Mega Kuningan Barat Kav. E4.3 No. 1-2, Kuningan Timur, Kota Jakarta Selatan-12950, in this case represented by Adinda Artemisia as President Director, and therefore have the right and authority to sign this Loan Agreement and act for and on behalf of PT Alfa Fintech Indonesia ("**Company**"); and

2. {borrower's name}, Nationality of Indonesia, having its address at {borrower's address}, owner of Kartu Tanda Penduduk (KTP - "ID") number {borrower's personal number} as recorded and registered on the Platform in this case acting for and on its own behalf, ("**Borrower**").

Company, and Borrower are hereinafter by individually referred to as "**Parties**" and collectively referred to as "**Both Parties**"

PRELIMINARY

1. The Company is limited liability company that engaged in Information Technology-Based Money Lending and Borrowing Services ("**LPMUBTI**") through Platform pursuant to OJK Regulation Number 77/POJK.01/2016 on Information Technology-Based Money Lending and Borrowing Services ("**POJK 77**"), wherein the Company acts as an intermediary to unite the Lenders with the Borrower and in order to channel the Principal Loans from the Lenders to the Borrowers through the Company.

2. This Loan Agreement is a valid and binding evidence to the Parties and as strong evidence and valid recognition by the Borrower that the Borrower has read, understood and agreed to the terms and conditions, this Loan Agreement, and the Privacy Policy and other policies (if any) contained on the Company Platform.

3. The Company is a Legitimate Attorney from the Lender pursuant to the Loan Channeling Agreement for the purpose to channel the Principal Loans to the Borrower, collection and receipt of payments and / or repayment of Loans from the Borrower and other matters related to other LPMUBTI insofar as it does not violates POJK 77 provisions or rules or association policies, as well as directives, orders or policies from OJK.

4. The Borrower has submitted a Loan Application on the Platform that already approved by the Company and regarding this matters the Lender agrees to provide a Principal Loan to the Borrower.

5. Borrowers who receive Principal Loan from Lender is any Borrower selected by Lender after assessed by the Company;
6. The Lender has agreed to provide the Principal Loan to the Borrower pursuant on the provisions of this Loan Agreement.
7. For and with consideration to the following provisions and engagements in this Loan Agreement, the Parties of this Loan Agreement agree on the following provisions as follows:
ARTICLE 1: Definition and Interpretation
Except as expressly stated otherwise, all terms defined in this Loan Agreement have the following meanings:
"Borrower Account" is the personal account of Prospective Borrower and/or Borrower that opened and provided by the Company on the Platform.
"Association" is the Association that officially appointed by the Financial Services Authority as referred to in Article 48 POJK 77 where the Company shall be registered as a member.
"Privacy Policy" means a policy that made to secure, protect, and maintain the privacy and confidentiality of the Platform users.
"Loan Application" means the application for loan disbursement, datas and information through the Platform that submitted by the Prospective Borrower to the Company to obtain a Loan from the Lender.
"Company Assesment" is the process of assesment and analysis by the Company regarding the Loan Application from Prospective Borrowers in accordance with procedures, criteria, requirements that determined by the Company in order to asses the creditworthiness from the Prospective Borrower to obtain the Principal Loan.
"Loan Channeling Agreement" is an agreement between the Lender and the Company that regulates terms and conditions regarding the use of the Company services by the Lender as an intermediary to channel the Lender funds in the form of Principal Loan to the Borrower.
"Working Day" is a day other than Saturday, Sunday and national holidays in Indonesia, where banks in Jakarta are open to carry out their business activities.
"Power of Attorney" means the attorney granted by the Lender to the Company pursuant to the Loan Channeling Agreement to act for and on behalf of by the interest of the Lender to channel the Principal Loan to the Borrower, collect and receive payments and / or repayment of Borrower Loans and other related matters regarding to LPMUBTI insofar as they do not violate POJK 77 provisions or association rules or policies, and directives or orders or OJK policies..
"LPMUBTI" is an Information Technology-Based Money Lending and Borrowing Services that provided by the Company through Platform for Prospective Borrowers who wish to apply for a Loan to obtain a Loan and the Borrower who already has obtained a loan.
"Related Parties" means directors, commissioners, employees, management, shareholders, affiliates (as well as the Company subsidiaries) and / or Company attorneys.
"Borrower's Existence Search" means the action of the Company to contact the contact number provided by the Prospective Borrower either provided as the emergency contact or provided in the form of work information (hereinafter referred as "Provided Number")in order to conduct verification process to the Prospective Borrower dan/or in the event of a the failure or

negligence of the Borrower to repay the Loan amount at the Maturity Date. Which is Company or the Lender or the third party appointed by the Company or Lender **will contact the Provided Number to request their assistance regarding the existence of the Borrower or the location where the Borrower is located, reside or live in temporarily or permanently**, with provision that these request is carried out and provided pursuant to the regulations and prevailling laws in Indonesia, including but not limited to the absence of coercion to the related parties and applied without any form of violence or intimidation in any form.

"Prospective Borrowers" means parties who wish to or will receive a loan and therefore submit a Loan Application for a Company Assessment.

"Borrower" means an individual, Indonesian citizen who has Loan debt pursuant to this Loan Agreement.

"Lender" means parties who: (i) are the providers and funders for channeling the Principal Loans to Borrowers pursuant to the Loan Agreement; (ii) are parties to the Loan Channeling Agreement; and (iii) giving the Power of Attorney to the Company to channel the Principal Loan make an assessment, represent the Lender in this Loan Agreement, do the collection and other things .

"Loan" means loan or loan facilities from the Lender with following interest and other fees (but not include Penalty) with the accumulative amount not more than 0.8% (zero point eight percent) per calendar that charged to the Borrower with details and the amount of the Principal Loan determined by the Company based on the datas and informations provided by the Borrower. The Loan is received by the the Borrower is as incorporated on the Platform and Article 2 number 1 of this Loan Agreement.

"Principal Loans" means the amount of Loan for that will be disbursed by the Company for and on behalf of the Lender to the Borrower pursuant to the Loan Agreement with values, scheme or channeling mechanism and payment in the Loan Agreement. This Principal Loan is the result of the Borrower's approval to the Loan Approved Amount by the Company.

"Approved Loan Amount" is a value or amount of the loan approved by the Company to the Proposed Loan by the Borrower in accordance with Company Assessment based on information and data provided by the Borrower when the Borrower is in the process of submitting a Laon Application on the Platform.

"Proposed Loan Amount" is a value or amount of the loan submitted by the Borrower through the Platform based on the options provided by the Company as specified in the Platform.

"Loan Terms" is the period for the Borrower to repay the Loan.

"Borrower Bank Account" is a bank account that is stated by the Borrower on the Platform when applying for a Loan.

"Maturity Date" is the last date of the Loan Terms in which the Borrower has to repay the Loan to the Lender which otherwise would result in the Penalty being granted.

"Penalty" is the fine imposed on the Borrower for repayment of the Loan which has passed the Loan Period agreed in this Loan Agreement.

"Platform" means (a) a web portal and / or mobile version of a web portal that is created, owned and operated by the Company that is currently located at and can be accessed to the following URL: **www.kreditcepat.co.id** along with the URL changes from time to time; and / or (b) a mobile application from **www.kreditcepat.co.id** that operated by the Company. including android with following changes from time to time.

"POJK 77" means the Financial Services Authority Regulation Number 77 / POJK.01 /2016 on Information Technology-Based Lending and Borrowing Services as amended, modified or added from time to time.

"Escrow Account" means a giro account as pursuant to the POJK 77 that is obliged to be used on LPMUBTI transactions between the Lender and the Borrower which includes Virtual Account and is provided pursuant to the agreement between the Company and the Escrow Account provider, which in this case is made on the bank on behalf of the Company which is entrusted and used for certain purposes, namely incoming and outgoing payments from/to Lender and/or Borrower (in accordance with the context) either for or related to Loan transmission and receipt of loan repayments (with following fines or penalties) pursuant to the loan agreement.

"Virtual Account" means the identification number of the Lender (end user) that is included in or part of the Escrow Account, and is made by the bank, with the aim to identify the receipts of an account.

"Loan Repayment Account" means the last destination account for returning the Loan funds from the Borrower to the Lender, pursuant to Article 6 of this Agreement.

"ITE Law" is the Law of the Republic of Indonesia Number 11 of 2008 on Information and Electronic Transactions as amended and added last by the Law of the Republic of Indonesia Number 19 of 2016.

Unless the contents specify otherwise, (i) words that indicates a singular form also covers the plural and vice versa, (ii) a reference to Article, the Sub-Article is interpreted as a reference to articles and sub-articles, and this Loan Agreement, (iii) if a period is stipulated to start from a certain day, or from the day an action or event is carried out or occurs, the period is calculated excluding that day, (iv) the reference related to the document is interpreted as the following document, as amended, changed, innovated or added, as it occurred, (v) the words "in this Loan Agreement", "in accordance with this Loan Agreement", "pursuant to this Loan Agreement" or similar words used in this Loan Agreement means and refers to this Loan Agreement and not to certain article in this Loan Agreement; and (vi) the word "including" is interpreted as a way of to describes and emphasizes only and not being interpreted as, or functioning for, limiting the generality of the previous words.

ARTICLE 2: Loan

1. Commercial Loan Provision

The following details of the loan is:

Pinjaman Pokok <i>Loan Principal</i>	:	Rp. {principal amount of loan}
Masa Pinjaman <i>Loan Terms</i>	:	{loan period} hari sejak Perusahaan mencairkan Pinjaman ke rekening Peminjam. <i>days since the Company disbursed Loans to the Borrower's account.</i>
Tanggal Jatuh Tempo Pinjaman <i>Date of Loan Maturity</i>	:	{maturity date of loan}
Pinjaman <i>Loan</i>	:	Peminjam wajib mengembalikan Pinjaman sejumlah Rp {total amount of loan to repay} pada Tanggal Jatuh Tempo Pinjaman <i>Borrowers shall return a loan of Rp. {total amount of loan to repay} on the Loan Maturity</i>
Bunga Pinjaman dan biaya lainnya <i>Loan Interest and other fees</i>	:	0,8% (nol koma delapan persen) per hari dari total pinjaman pokok <i>0,8% (zero point eight) per day from the total of Loan Principal.</i>

Loan interest and other costs (before default) which are accumulatively with total amount not more than 0.8% (zero point eight percent) per day from Principal Loan of the Borrower in accordance with the prevailing policies or regulations of the Association on the date of this Loan Agreement ("**Maximum Fees**"), unless there is an amendment on policy or internal rules of the Association for their members regarding to the limit or the amount of Maximum Fees.

By comply to the provisions of this Loan Agreement, the Lender agrees to provide the Principal Loan through the Company to the Borrower in accordance with the Principal Loan stipulated in this Article.

2. Penalty for the Loan

Penalty: 1% (one percent) per day

3. Provisions for Extension of Loan Period and Extension Fees

The Loan Terms can be extended by the Parties determined pursuant to the amendment of the provisions that both agreed by the Parties pursuant to the extension proposal and commercial scheme regarding these extension from the Company. The amendment procedure is determined by the Company's, namely where the Borrower can submit an extension of the Loan Term with the following conditions:

- a. The Borrower may submit the extension for the Loan Term on and through the Borrower Account in which the option to extend the Loan Terms is available on the Borrower Account ("**Loan Period Extension** ");
- b. After Loan Period Extension conducted, then Borrower shall pay the Loan Period extension in the amount of 0.8% (zero point eight percent) per day ("**Extension Fee**") from the total of the

Principal Loan charged to the Borrower in accordance with the information pursuant to this Loan Agreement ;
c. After the Company receive the remittance of the Extension Fee, the Company will issue a notification to the Borrower regarding the repayment of the Extension Fee and after that the Company will issue a new loan term that replaces the old Loan Terms, added 30 (thirty) calendar days from the date Extension Fee paid off (“New Loan Terms”). Accordingly, the Borrower shall repay the loan on that New Loan Term; and
d. The Loan Extension Period that has been successful with the issuance of New Loan Term does not eliminate the obligation of the Borrower to pay a penalty for delay as that has been charged on the Borrower whose calculation will stop when the New Loan Period has been issued by the Company to the Borrower Account and / or e-mail to the Borrower.
e. The Borrower acknowledge and agree that the extension fee Loan Terms does not constitute an installment on the loan obtained from the Lender and the extension of the Loan Terms will not erase the Loan repayment obligations by the Borrower.
4. Liberation from Indemnification
The Lender and The Company and Related Parties shall be released by the Borrower from any form of loss, costs, fees and expenses, so they are not responsible and cannot be involved in all matters, risks, legal consequences and / or any adverse consequences resulting from or regarding to the Loan Application submission, granting an agreement to the Loan Agreement, using the Borrower Account, utilization of the Loan by the Borrower and the implementation of Loan Agreement by the Borrower which:
a. violating legal provisions and / or legislation, especially POJK 77;
b. violates the agreement or commitment of the Borrower with other third parties;
c. trigger or cause a conflict, claim, result in a process of dispute, investigation, audit, inspection, interrogation, investigation, investigation and violation of the rights of other third parties;
d. cause or become the basis for sanctions, penalties or punishments enforcement in any form from government institutions who has an authority or other parties; and
e. implicates to non-compliance with instructions, policies, procedures, decisions, circulars and directives of government institutions or court or arbitration decisions.
f. negligent or failed of the Borrower to repay the Loan in accordance with the terms of the Loan Agreement.
5. Approval to the Privacy Policy as well as Term and Condition
By consent to this Loan Agreement, the Parties have stated their agreement on the term and condition as well as Privacy Policy, and constitute an inseparable unit of the Loan Agreement.

6. Pricipal Loan delivery by the Lender to the Borrower

The Lender will send the Principal Loan to the Borrower Virtual Account in accordance with the terms and conditions of the Loan Channeling Agreement. Delivery of Principal Loans to the Borrower's Bank Account conducted by the Company for and on behalf of the Lender issues a legal consent in the form of a loan repayment obligation (which also includes loan interest and other financial costs or such as penalty if any) pursuant on to the terms of this Loan Agreement.

7. Transfer evidence retention of Principal Loan

The Company has the right to keep all Principal Loan transfer evidence to the Borrower's Account which is the primary evidence received by the Parties regarding the completion of the Principal Loan delivery to the Borrower's Account. Disbursement of Principal Loan as stipulated in this Article shall be considered as a legitimate disbursement of the Principal Loan by the Lender to the Borrower, and a legitimate receipt by the Borrower of the Principal Loan disbursement from the Lender.

8. Accuracy and Truth of the Borrower Bank Account

The Borrower shall ensure the accuracy and legitimacy of the information of the Borrower Bank Account for the purpose of sending the Principal Loan. If there is a writing error of a bank account, or if the Borrower includes a bank account that is not his property and / or the Company disbursed the Principal Loan funds to the bank account that is not theirs, then the Borrower is still obliged to settle the loan payment obligations in accordance with the conditions set out in this Loan Agreement for the delivery of funds by the Company Principal Loans to that Borrower Bank Account.

In the event the Borrower conducts a payment and / or repayment of the Loan along with any financial obligations under this Loan Agreement to another account other than the one specified by the Company as stated in the Borrower Account, the Company will not recognize the payment and / or repayment so that the interest calculation (including penalties or penalties) will still apply in accordance with the provisions of this Agreement; and

Borrower who make payment through ATM machine must send proof of payment to the Company.

ARTICLE 3

Interest and Other Costs as Financial Obligations of the Borrower

Principal Loan's Interest and other fee shall be repaid by the Borrower for the receipt of Principal Loans calculated per calendar day pursuant to the interest rate per day as stipulated in Article 2 paragraph 1 above.

ARTICLE 4

Rensposibility of Principal Loan Allocation

1. Company, Lender and Related Parties will not be responsible for all matters relating to the use of Principal Loan by the Borrower.

<p>2. The Company cannot channel Principal Loans to other destination accounts other than the Borrower Bank Account which is listed on the Platform as the account for the purpose to channel the principal loan.</p>
<p>3. The Borrower is responsible for utilization of the Borrower Account including the misuse of the Borrower Account which results in losses to the Lender and / or the Company, errors on the channeling of Principal Loans and results in violations of this Loan Agreement.</p>
<p>ARTICLE 5: Loan Repayment</p>
<p>1. The Borrower shall repay the Loan and / or extend the Loan Period no later than the Maturity Date. Payment and / or repayment of loans shall be made by sending funds for the payment and the repayment shall be fully repaid for the all amount of Loan that is obligated pursuant to this Loan Agreement in accordance with the information in the Borrower Account to Escrow Account.</p>
<p>2. in the event of the Borrower has not or fail to repay the Loan or extend the Loan Period after the pass and end of Maturity Date is acknowledged by the Borrower as a primary evidence of the event of default and negligence by the Borrower to fulfill the legal obligations without subpoena or notification letter required to state the negligence, so that the Company can enforce their legal rights to the Borrower pursuant to this Loan Agreement, Privacy Policy, Term and Condition and the Civil Code.</p>
<p>ARTICLE 6: Early repayment</p>
<p>The Borrower can repay the entire loan amount arising from it at any time before the end of the Loan Term ("Early Repayment").</p>
<p>ARTICLE 7: Repayment of Accelerated</p>
<p>The Borrower is obligated to immediately repay the entire loan amount along with other financial obligations in the event of a situation where the Borrower will be bankrupted or before filing for bankruptcy on himself/herself and/or in case involving legal cases, either criminal or civil case.</p>
<p>ARTICLE 8: Rights and Obligations of the Parties</p>
<p>The rights and obligations of the Parties to the Loan Agreement are as follows:</p>
<p>a. Borrower</p>
<p>1) Rights</p>
<p>a) To receive the amount of Principal Loan pursuant to the article 2 poin 1 of this Loan Agreement, from the Lender;</p>
<p>b) To receive any information from the Company regarding to commercial aspect of Loan, including Loan Interest, Loan penalty and other financial obligations (if any) on the Borrower Account or e-mail; and</p>
<p>c) Receive a clear statement regarding to procedure, mechanism, stage, and guidance to apply Loan Application, Loan Repayment, and registration on the Platform to gain</p>

<p>Borrower Account, as well as complaint submission regarding the Company service nor the allegation of violation of law by the Lender and/or the Company.</p>
<p>2) Obligations</p> <p>a) Register themselves to the Platform, fill the complete information, data or Borrower statement that required in the Platform from time to time regarding the registration or the document renewal obligation, including in terms of applying documents that required by the Company.</p>
<p>b) Repay the financial obligation regarding the Loan on time at maturity pursuant to the Loan Agreement Provision;</p>
<p>c) Utilize the funds of the Principal Loan as provided by the Lender pursuant to the Loan Agreement for a legitimate purpose in accordance with Loan Application and not contrary with prevailing laws and regulations;</p>
<p>c) Repay the other financial obligation regarding the Loan such as Penalty (if any) for the late repayment of the Loan that already passed the Date of Loan Maturity;</p>
<p>d) Comply with Privacy Policy including but not limited to permit the Company for and on behalf of the Lender to do Borrower’s Existence Search;</p>
<p>e) Fullfill all rights of the Lender nor the Company pursuant to this Loan Agreement and ensure the absolute compliance regarding all Provisions in this Loan Agreement</p>
<p>f) Comply with the provision regarding the obligation to report foreign loan funds, if obligated by the laws and regulations;</p>
<p>g) Report the Company for every dispute that could negatively affects Borrower obligation to repay the Loan;</p>
<p>h) Has good intention to respond every correspondance with the Company regarding the collection for the Loan repayment, and provides statement, accurate documents and information from time to time to the Company as requested by the Company or that reasonably necessary for the implementation of this Loan Agreement.</p>
<p>i) Not transferring all the rights, benefits and obligations pursuant to this Loan Agreement to other third party without written approval from the Company.</p>
<p>b. Lender</p> <p>1) Rights</p>
<p>a) Approve the Loan Application;</p>
<p>b) To gain the Loan repayment, and Loan penalty (if any) from the Borrower pursuant to this Loan Agreement with also consider to the provision on the Loan Channeling</p>

<p>Agreement;</p>
<p>c) To enforce Penalty (directly or through the Company pursuant to the Power of Attorney) to the Borrower as the consequences from the failure or negligence by the Borrower to repay the Loan on Maturity Date including all of the financial obligations pursuant to the Loan Agreement; and</p>
<p>d) With directly or indirectly after 90 (ninety) days after the failure by the Borrower to repay the Loan on MaturityDate pursuant to the Power of Attorney in term of 90 (ninety) days since the failure by the Borrower to repay the Loan on Maturity Date, call the Borrower and/or Provided Number of the Borrower or command the third party debt collection to call the Borrower and/or Provided Number (with conditions that third party debt collection shall be a party that certified by and registered at association pursuant to the Association Policy and availability of cooperation agreement between the Lender and third party debt collection that certified/registered) in case of conduct billing to the Borrower or conduct Borrower Existance Search by the Company when Borrower fail or negligent to repay the Loan as well as Loan interest and Penalty at Maturity Date pursuant to the Privacy Policy and this Loan Agreement.</p>
<p>2) Obligation</p> <p>a) Ensure the transfer of funds to the Escrow Account to channel for the Prospective Borrower; and</p>
<p>b) Ensure that the funds from the Principal Loan disbursement not came from source of funds that violating the provision of laws and regulations.</p>
<p>c. <u>Company</u></p> <p>1) <u>Rights</u></p> <p>a) Obtain commission from the Lender for the Implementation of this Loan Agreement pursuant to the Loan Channeling Agreement;</p> <p>b) Conduct the Company Assessment for the Loan Application from the Borrower including rejection or approval without the obligation of Company to notice the cause of those rejection;</p> <p>c) Call the Borrower and the Lender to conduct their obligation that stipulated under the prevailing laws and this Loan Agreement; and</p> <p>d) Conduct a verification of the Borrower regarding the Loan Application and a verification of the Lender regarding the registration as the lender .</p>

2) Obligation

- a) For and on behalf of the Lender pursuant to the Power Of Attorney that stipulated under the Loan Channeling Agreement to channel the amount of Loan (as stipulated under provisions number 2 poin1 from this Loan Agreement) to the Borrower
- b) Provides clear and accurate information to the Borrower (through the Borrower Account) and the Lender (through the Lender account) regarding to:

- (i) Amount of Principal Loan, Loan interest, Penalty and other fees of the Borrower (if any);

- (ii) Procedure, mechanism, stage, and guidelines to apply Loan Application, Loan Repayment and registration at Platform to obtain Borrower Account and/or Lender Account; and

- (iii) handle of complaint regarding the Company service as well as the allegation of violations of law by the Lender and/or the Company

- c) Respond the report or compaint of the Borrower regarding to the allegation of collection for the Loan that conducted by the Company that alleged to be intimidating, along with the threat of violance and/or violate the prevailing laws and regulations.

- d) Ensure the repayment of the funds for the Loan payment from the Borrower to the Lender.

- e) Ensure the appointment of third parties to execute the debt collection from the Borrower and the fulfillment of rights of the Lender regarding the Loan repayment pursuant to the Loan Agreement in case of the Company stops their operation, suspension of business, and/or the revocation of registration letter or the license of the Company by the Financial Service Authority for any reason. With provision, that third parties are the party that certified by and registered at Association and availability of cooperation agreement between the Company and the third party collection that certified and registered.

- f) Record the transaction trail of Principal Loan channelization as well as Loan repayment and any financial obligation from the Lender; and

- g) Ensure the renewal of Borrower Account information after the Loan repayment along with the other financial obligation from the Borrower pursuant to this Loan Agreement to notify that all debt of Borrower regarding themselves already done and to comply with the law provisions

ARTICLE 9: Transfer of Receivable Rights by the Lender

The Lender has the right to transfer the right of receivables from the Loan provided under this Loan

Agreement to another party without having to obtain prior approval from the Borrower.

Article 10: Late Period

If the Borrower fail to repay the Loan along with other financial obligation (if any) as stipulated under this Loan Agreement at Maturity Date, therefore the Borrower will be subjected to the Penalty per calendar day with the provision that the Penalty percentage from the amount of the Loan shall pay attention to and comply to the provision and limitation that stipulated by the Association.

PASAL 11: Tax and Other Fees

As long as permitted by the prevailing laws and regulations, then all related tax and other fees regarding to the channelization of the Principal Loan amount will be fully borne by the Borrower.

ARTICLE 12: Statement and Warranty

Statement and Warranty that stated below is promulgate at the date of signing of this Loan Agreement and will prevail until the end of this Loan Agreement.

1. Statement and Warranty from the Lender

The Lender states and guarantee that :

- a. The Lender is not stated bankruptcy by means of the judicial judgement that legally binding in their original jurisdiction
- b. Either the signing or the submission of this Loan Agreement by the Lender or the Implementation or the compliance of any obligation pursuant to the Loan Agreement hereof not or will not contrary to the law and any judicial judgement that legally binding.

2. Statement and Warranty from the Borrower

The Borrower states and guarantee that:

- a. The Borrower is the citizen of Indonesia with minimum age of 21 (twenty one), mentally healthy and not under the custody (*curatele*) pursuant to the Civil Code (KUHPerdata);
- b. The Borrower has read and understood the terms and conditions, Privacy Policy and this Loan Agreement which has been provided on the Company's Platform, and the Borrower states that through this Loan Agreement, the Borrower has a debt to the Lender in the form of the Principal Loan as well as the interest or any fee that accompany it stated in Article 2 paragraph (1) of this Loan Agreement;
- c. The Borrower is not and not involved on criminal action either as suspect, devendant or convicted person on any disputes in the field of Private, Tax, Manpower and/or

other disputes that directly and indirectly affects the capability of the Borrower to enforce the provision of the this Loan Agreement;

- d. The Borrower has and will always has fully legal capacity to establish the agreement with other parties, and obtain approval that necessary to agree on this Loan Agreement and enforce their obligation and comply the rights of the Lender pursuant to this Loan Agreement (including but not limited to obtain the approval from other party that establish this Loan Agreement – if the suitable context is needed or obliged pursuant to the law);
- e. The Borrower will not take any action or series of actions that can be considered as bad faith in carrying out all of its obligations under this Loan Agreement, including but not limited to acts that ignore any telephone calls, letters, notifications, SMS and/or communication in the form of anything provided by the Company relating to late payment of the Loan according to the Maturity Date, does not cooperate well with the Company or other designated parties in connection with the implementation of the Borrower's obligations, and other actions that can delay and hinder the repayment of the Loan;
- f. Any information, data (either personal data or not personal data) and document with the statement that declared and submitted by the Borrower is and always right, legitimate, accurate and accountable and not the outcome of fraud, falsification or violation of law or other third parties;
- g. Either the signing or the submission of this Loan Agreement by the Borrower or the enforcement and the compliance of any obligation pursuant to this Loan Agreement not or will not contrary to the law and any judicial judgement that legally binding; and
- h. Statement and warranty that given by this Article will be considered repeatable every day by the Borrower until and except the Borrower ended to become parties of this Agreement.

ARTICLE 13: The Borrower Commitment

As long as the aLoan and/or Penalty or other obligations pursuant to this Loan Agreement still exist, and not repaid, then the Borrower is commit to:

- (a) Remain bound by the terms and conditions, Privacy Policy and this Loan Agreement;
- (b) Conduct all of the obligations pursuant to this Loan Agreement
- (c) Submit the document, information and statement that requested by the Company that is needed in case of the implementation of the Loan Agreement, Loan collection effort and Loan repayment and other financial obligation of the Borrower; and
- (d) Comply to provisions of all the prevailing laws and regulation in Republic of Indonesia.

**Article 14:
Processing and Utilization of The Borrower's Information**

- a. The Borrower expressly approve the processing and utilization of data and personal information with following other documents from the Borrower that given by the Borrower to the Company or obtained and/or accessed legally by the Company, related to the Borrower, for the purpose to enforce the provision of the Loan Agreement and fullfillment of the Lender's rights.
- b. The Borrower expressly approve the aggregation and data processing and personal data with other following documents regarding and/or related to the Borrower, and to transfer the data, information and the document to other third parties (such as the third parties which is the redit Scoring Company to accompany the performance of the Company in case of credit risk mitigation and kredit assessment of prospective Borrower or the debt collection third parties in case of collection actions for the Loan repayment and Penalty or any third party like electronic signature provider, insurance company) as long as permitted by the laws and regulations, including but not limited to the credit biro, government institution and judicial institution and arbitration.

ARTICLE 15: Transaction trail record and transparency

- a. The Company has the right to keep the transaction trail record in context of lending-borrowing activities between the Lender and the Borrower for the implementation of the Company's business activities, reporting to the government institutions who have an authority, and/or for the compliance of laws and regulations.
- b. The Company will make sure the transparency for every information regarding the amount of Loan, Extension Fees and other financial obligation of the Borrower to be accessible at the Account of the Borrower.

ARTICLE 16: Event of Default

Each of the following events is an event of default by the Borrower ("**Default**"), regardless of the reason for the occurance, and whether the event was intentional or unintentional, with all its legal consequences for the Borrower, that is:

- a. One or more of the information, personal data, statement, warraty, or other documents from the Borrower is invalid or not accurate ;
- b. If there is a statement and/or guarantee from the Borrower in connection with this Loan Agreement, that is proven to be untrue or misleading to anything that is considered important by the Company and/or the Lender;
- c. The Borrower is on the status of bankruptcy, the delay of debt repayment obligation, civil dispute, tax, or manpower with third party or be involved on in occured in criminal case or

- sanctioned or penalty by and in any government institutions or obliged to repay through the judicial judgement and/or arbitration institutions;
- d. The Borrower transfer their rights and obligations pursuant or related to this Loan Agreement and enforced to other parties without any written approval from the Company
 - e. The Borrower fail to repay their financial obligation from or related to the Maturity Date; and
 - f. The Borrower violates one or more provisions of this Loan Agreement.

PASAL 17: Consequences of Event of Default

When the default occurred, the Lender with their own discretion through the Company as the representatives and power of attorney, without any notification and approval from the Borrower, without any limitation to the rights of the Lender pursuant to the prevailing laws and this Loan Agreement to:

- a. Accelerate the payment obligation and repayment of any or all of the payment obligation pursuant to the Loan Agreement;
- b. Appoints the employee, representative or other parties as the third parties collector that appointed by the Company and certified by the Association and has cooperation agreement with the Company, to the location; and/or
- c. Contacting the Provided Number **or instruct the third party from the external collector company that certified by Association and do cooperation with the Company pursuant to the cooperation agreement to contact the Provided Number** to conduct the Borrower's Existence Search .
- d. Sending subpoena from the attorney that appointed by the Company for the Borrower
- e. Initiate and apply a civil lawsuit to the court that has an authority for the Borrower
- f. Reporting the Borrower to the related government institution, including but not limited to drafting the police report to the police side
- g. Without affecting any financial obligation from the Borrower pursuant to the Loan Agreement, transfer the collection rights of the Lender for the Borrower to other parties without requiring any approval from the Borrower and hereby the Borrower and the Lender consent without any conditions and without irrevocably for every rights and its implementation related to the collection transfer of rights to other parties.
- h. Take these other actions and take other legal measures to protect and implement the rights of the Lender and / or the Company based on this Loan Agreement.

Article 18: Force Majeure

- 1) Force Majeure is an act of God, all-out strike, riot, war, rebellion and other causes outside the authority of Both Parties that directly affect the implementation of the Loan Agreement by Both Parties.
- 2) There is no Parties that responsible for every lateness or failures in the implementation of every obligations pursuant to this Loan Agreement, as long as those lateness or failures are caused directly because of Force Majeure, with provisions that, the Parties whose performance

is blocked or delayed because of the Force Majeure will do every effort with good intention to handle or avoid those Force Majeure events.

- 3) In case of the Force Majeure occurred, pursuant to the article 18 point 1 of this Agreement, then the Parties that encounter that situation shall notify in writing to other Parties with other supporting evidence, no later than 14 (fourteen) days calendar since the event occurred.
- 4) If the Force Majeure occurred more than 30 (thirty) days in a row since the date of notification acceptance by some Parties, Both Parties at its discretion can execute the negotiation to review the provision or end this Loan Agreement.

ARTICLE 19: Others

- 1) Both Parties agreed that every LPMUBTI transactions through Platform pursuant to this Loan Agreement will be Implemented on Rupiah currency.
- 2) If some provisions in this Loan Agreement can not be enforced, not applicable, or violating with some laws and policies because of any reasons, then the other provisions from this Loan Agreement will not be affected and still fully valid as long as permitted by the prevailing laws and regulations.
- 3) In case of the distinction, conflict, or controversy (“**dispute**”) that occurred from or related to this Loan Agreement and/or the implementation, Both Parties agreed to resolve the dispute with deliberation to consensus in term of 30 (thirty) days since the receipt of notification in writing from some Parties regarding the existence of a dispute. If Both Parties fail to resolve the dispute with deliberation to consensus in term of 30 (thirty) days, then both Parties agreed to apply and resolve the Dispute to the South Jakarta District Court. The Company will has good intention to strive for the dispute resolution either inside or outside the court along with the appointment or the diversion of power to other side (substitution) to effort the the dispute resolution with approval from the Lender concerned.
- 4) There is no amendment or modification from this Loan Agreement that binds any Parties in this Loan Agreement except the amendment or the modification is made on writing and signed by the Both Parties.
- 5) All amendments to this Loan Agreement constitute an integral and inseparable part of this Loan Agreement.
- 6) For the avoidance of doubt, the Parties agreed to override the entry into force of Article 1266 of the Civil Code, so that court decisions are not required to terminate this Loan Agreement.
- 7) This Loan Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia.

8) This loan agreement can be signed in a copy. Each copy is the original of this Loan Agreement but all copies together constitute the same instrument.

9) If, due to legal or regulatory changes, or as a result of interpretation or application of applicable laws or regulations, become illegal or contrary to the law for any Party to obtain the rights to this Loan Agreement, the Parties will, immediately, negotiate in good faith to amend this Loan Agreement to make it valid, insofar as it is reasonably possible, the same economic and business position as stated in existing documents. Not applying any part of this Loan Agreement due to the changes mentioned above will not affect the applicability of other provisions in this Loan Agreement.

ARTICLE 20: The Validity of The Agreement

1) This Loan Agreement accessed and be understood by the Borrower after the approval of Loan Application and Loan Agreement by the Lender;

2) Both Parties agreed, comply, and bound to all regulations, policies, articles, provisions as stipulated in the Loan Agreement by using *DocuSign* electronic signature, where the signature column at the last part of this Loan Agreement is signed by Both Parties with the electronic signature; or
(hereinafter referred to as “**Approval Procedure**”)

3) For the sake of clarity and transparency, this Loan Agreement is legitimate and legally binding to Both Parties at the date of this Loan Agreement to be bound by fulfilling the Approval Procedure in Platform, that recorded and stored by the Company in their system as a sole evidence that received by the Both Parties in terms of the completion of Approval Procedure.

4) For the sake of legal certainty:

(a) Both Parties agreed that the compliance and completion of Approval Procedure above is equal to the compliance of the legal requirements for agreement which is “both parties agreed to be bound in agreement” pursuant to this article 1320 of Civil Code thus, it cannot be contradicted and doubted and is a legitimate evidence from the both parties to agreed and be bound in this Loan Agreement.

(b) The Approval Procedure along with the mechanism that related thereof on the platform is qualified as Electronic System and Electronic Document pursuant to the article 1 poin (4) and poin (5) from ITE Law and legally accepted as legitimate evidence pursuant to the article 5 poin (1) ITE Law in context of the evidence of the Borrower’s Approval of this Loan Agreement and therefore is legally accepted as a part of civil procedure proof in article 1865 of Civil Code and is an addition to legal evidence as stipulates on article 164 *Herziene Indonesisch Reglement* (HIR).

THEREFORE, this Loan Agreement is agreed by the Borrower and the Company acting for and on behalf of itself and the attorney of the Lender, on the date of this Loan Agreement signed pursuant

to provision above and this signing is recorded and stored by the Company in the system in purpose for evidence in the authorized court or for the government authority that related to the bound of the Borrower on the Loan Agreement.

Borrower	Company on behalf Lender
{borrower's name}	Adinda Artemisia Direktur Utama