

# COUNTRY SCHEDULE INDONESIA

## 1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country specific terms on which the Bank provides its Customer with one or more Accounts or Services in Indonesia.
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. Capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

## 2. ANZ GENERAL BANKING CONDITIONS

- 2.1 Bank.** Accounts and Services are provided in Indonesia by PT Bank ANZ Indonesia (Bank).
- 2.2 Customer Agreements.** The Customer acknowledges that transfers of funds in Rupiah to accounts outside Indonesia are not permitted under applicable Law and as such the Bank shall not be required to make any such transfers. Transfers of funds in Rupiah to an account in Indonesia of a non-Indonesian resident are subject to restrictions under applicable Law and the Bank may decline to effect a transfer in the event of non-compliance with or inability to meet such conditions.
- 2.3 Application Form** means any form signed by the Customer in connection with the establishment of one or more Accounts or Services which may include power of attorney.
- 2.4 Deposit Insurance.** The Bank is a member of the deposit insurance scheme administered by Lembaga Penjamin Simpanan/the Indonesian Deposit Insurance Corporation (LPS) which provides deposit insurance in respect of savings and deposits up to certain amounts as stipulated under prevailing laws and regulations set from time to time by the Government. Not limiting any other ineligibility for the LPS guarantee at Law, to the extent the value of any deposit exceeds the maximum amount guaranteed by the LPS or if the interest rate agreed between the Bank and the Customer exceeds the LPS guaranteed rate, then the Customer's deposit is not eligible to be paid if the Bank's banking license has been revoked.
- 2.5 Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.
- 2.6 Cheque Services.** In respect of post dated cheques, the Bank may make payment on a cheque upon presentation of the cheque for clearing notwithstanding that such presentation is made prior to the specified date of the cheque.
- 2.7 Lost or Stolen Cheques.** The Customer shall obtain a police report in respect of the loss or theft of any cheque that it becomes aware of and shall provide a copy of such report to the Bank as soon as possible following any such loss or theft.
- 2.8 No Cancellation or Stop Orders.** The Bank will not be obliged to accept any stop or cancellation request in respect of any Instrument.
- 2.9 Termination with Immediate Effect.** Article 1266 of the Indonesian Civil Code is waived to the extent that prior judicial approval is required for the termination of any Account, Service or the Agreement.
- 2.10 Termination Event.** The definition of Termination Event shall not apply to Indonesia. In respect of the termination of the Account the following provisions shall apply:
- (a) Any Authorised Person may close the Account at any time by instructing the Bank that the Account is to be closed. The closing of the Account by the Customer will only be effective once the Customer has complied with the requirements for closing the Account as stipulated by the Bank from time to time.
  - (b) The Customer agrees and acknowledges that the Bank may, at any time, at its discretion and without liability, close the Account if, in the opinion of the Bank, the Account is not being conducted in a proper manner by the Customer. The Bank has the right to not disclose to the Customer the reason for the closing of the Account.
  - (c) The closing of the Account does not discharge the Customer from any and all outstanding obligations that may still exist at the time of the closing of the Account and that continues after closure.
  - (d) If the Account is closed, the Bank will not process any Instrument that may have been drawn or accepted prior to that closure.
  - (e) If the Account is closed, the Customer must immediately return any forms of any Instrument to the depository branch and settle the Account with the Bank.
  - (f) The Bank will send the remaining funds available in the Account as per Customer's instruction or the Customer can take the remaining funds from the Bank.
  - (g) If all the Customer's Accounts have no funds (zero balance) for 6 months or more in a row, then the Bank at anytime has the authority to close the Customer's Accounts.
- 2.11 Termination and Suspension**
- (a) If for any reason the Customer fails to comply with any of the provisions in the Agreement, the Bank may suspend or close any or all Account(s) of the Customer at any time with prior notice to the Customer and by notifying the Customer of the Bank's reason for doing so.
  - (b) The Bank reserves the right to suspend or close any Account whenever the Bank is required to do so under prevailing laws and regulations (including that at the request of government Authorities in accordance with prevailing laws and regulations) and based on the Bank's internal policy. A request or demand for such suspension or closure from any Authority under the law will immediately be complied with by the Bank.
  - (c) The Bank reserves the right to block any Account if the respective matter is or may be required in accordance with any Law in Indonesia.

- (d) If within the period of twelve (12) consecutive months (or other period of time as determined by the Bank) there is no transaction or the whereabouts of Customer is not known then Account shall be changed to non-active Account and the Bank shall be entitled to close such Account subject to the prevailing Law. The Bank shall be entitled to reject and/or to honour transactions on the said Account.

## 2.12 Suspicious Transaction

- (a) The Bank is obliged to comply with laws, regulations and requests of public and regulatory Authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned parties. This may require that the Bank intercepts and investigates any payment messages and other information or communications sent to or by the Customer, or on the Customer's behalf via the Bank's system. This process may also involve the Bank making further enquiries as to whether a name which appears in any transaction carried out or to be carried out by the Customer through his/her Account is in fact that of an actual named terrorist/sanctioned party.
- (b) The Bank will not be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank to process any such payment messages or other information or communications or to perform any other obligation, caused in whole or in part by any steps taken pursuant to clause 2.11(a) above.
- (c) This process may cause a delay in processing certain information and therefore the Bank does not warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to clause 2.11(a) is accurate, current and up-to-date at the time it is accessed whilst such action is being taken.
- (d) The Bank is authorized to conduct supervision of Customer's Account in preventing fraud.
- (e) The Bank is authorized to close Customer's Account without notification in order to prevent fraud activities.

## 2.13 Specific Terms and Conditions

- (a) This Agreement shall be without prejudice to the specific rules and conditions, which may be applied and in force at any time for each product or service made available by the Bank to the Customer.
- (b) The Customer shall therefore also be bound by any such specific rules and conditions. In addition, the Bank also retains the right to require the Customer to sign such other document(s) deemed necessary by the Bank.
- (c) Any Services or products referred to in the Agreement is intended for persons resident in the jurisdiction that would not be contradictory to Indonesian laws or regulations.
- (d) The Customer agrees and acknowledges that ANZ General Banking Conditions and any documents related to the product and Services provided by the Bank will be applied to the extent it is consistent with Law.

## 2.14 Authorisation

- (a) *Authorisation conferred by the Customer.*
  - (i) Any and all authorisations conferred by the Customer on the Bank under the Agreement:
    - (A) are irrevocable;
    - (B) permit the full right of substitution; and
    - (C) permit full representation of the Customer, wheresoever and towards whomsoever, in all matters and acts with respect to the matters to which the authorisation relates.

- (ii) Each authorisation given under the Agreement constitutes an important and integral part of the Agreement and any transaction made pursuant to the Agreement, which would not otherwise have been concluded but for the grant of the authorisations. The Customer agrees that each authorisation given by the Customer under the Agreement shall not be revoked or terminated for as long as business relations still exist between the Customer and the Bank and for any reason whatsoever, including but not limited to those stated in Articles 1813, 1814 and 1816 of the Indonesian Civil Code.

- (b) *Authorisation conferred by the Customer to its Authorised Person.* With regards to the Application Form, in consideration of the Bank from time to time accepting and (at its discretion) acting on any applications, request of instructions received through the Authorised Person, therefore the Customer as authoriser legalises and undertakes to ratify and confirm any and all acts of the Authorised Person under the Application Form, including the legal consequences arising there from and unconditionally indemnify and keep indemnified the Bank from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including, without limitation, interest, legal fees and expenses) and expenses of whatever nature (whether actual or contingent, suffered or incurred, sustained by or threatened) against the Bank whatsoever and howsoever arising from and in connection with or in any way relating to the Bank in good faith accepting and acting on instructions received from the Authorised Person and signed by or purporting to be signed by the Authorised Person or by the Authorised Person's authorised signatory or signatories.
- (c) *Email Letter of Authorisation.* Customer aware the availability of the information through email is subject to the terms and conditions of Customer's agreement with its service providers and/or network providers. The Bank will not be liable for any dispute between Customer and its service providers and/or network and makes no representation or gives no warranty with respect to the quality of the service provided by the service providers and/or network providers.

**2.15 Non-Applicability.** Clause 14.3 and 9.1(i) of the ANZ General Banking Conditions shall not apply to Indonesia.

**2.16 Disclosure.** The Customer hereby agree as follows:

- (a) Customer hereby agrees and authorises the Bank to disclose any information regarding the Customer (including, without limitation, relating to any of its transactions, its financial condition, its Account(s)) to any parties or persons when required to do so in accordance with Law and/or disclosure obligations the Bank may have under an agreement with a local or foreign government, regulator or tax Authority, (whether the disclosure is made directly or through Australia and New Zealand Banking Group Limited or any of its subsidiaries or affiliates).
- (b) Customer will provide the Bank with all information and documentation as the Bank may reasonably request from time to time, including as may be required by the Bank to comply with any laws and or obligations the Bank may have under any agreement with a local or foreign government, regulator or tax Authority to make inquiries about the Customer's tax status.
- (c) Where the Bank is required by a local or foreign government, regulator or tax Authority to make a deduction or withholding on any payment due to the Customer, the Customer agrees to immediately reimburse to the Bank for the amount of any such

deduction or withholding, to the extent it is not deducted from the payment made to Customer and the Customer authorises the Bank to deduct such amounts from any of the Customer's Accounts. Further, the Customer indemnifies the Bank against any loss the Bank suffers or cost the Bank incurs as a result of such deduction or withholding.

- (d) Customer will pay all Taxes applicable to it and payable in connection with any Account or Service and, where applicable, the Bank may debit any such Taxes from an Account at the time related to commissions, fees, charges and expenses which are debited in accordance with clause (c) mentioned above.

(e) *Definitions*

**Tax** means any tax, levy, impost, duty, deduction, or withholding the Bank may be required to make on a payment to the Customer by Law or under an agreement with any government agency or revenue Authority (whether local or foreign) or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**2.17 Rejection.** In connection with any Account or Service to the Customer, the Customer acknowledges that the Bank has the sole discretion to accept or, reject an Account or Service with notice.

### 2.18 Bilyet GIRO

- (a) At the request of the Customer, bilyet giro will be issued to the Customer on the opening of the giro account. The Bank may, at its sole discretion, refuse to issue the bilyet giro.
- (b) Upon receipt of new bilyet giro, the Customer should verify the bilyet giro serial numbers.
- (c) Customer is obligated to hold sufficient funds in its Account, minimally at least the amount of its issued and outstanding bilyet giro. The Bank is not responsible for returned bilyet giro due to insufficient funds in Customer's Account.
- (d) The Customer agrees that:
- (i) The Bank is entitled to freeze the rights to issue bilyet giro, and report to the relevant Authority in order to record its identity in National Black List (DHN), if any of the below conditions occur:
- (A) Customer has issued returned bilyet giro that matches the following DHN's criteria:
- (1) Customer has issued three or more different returned bilyet giros with each nominal value below Rp 500,000,000 (five hundred million Rupiah) within a period of six months in the same bank; or
- (2) Customer has issued one returned bilyet giro with the nominal value of Rp 500,000,000 (five hundred million Rupiah) or above;
- (B) Otherwise, if Customer's name has been listed in DHN based on the report from any other bank.
- Recording of Customer's identity in DHN is valid for one year starting from the DHN issue date of related institution. In addition, the Bank is also entitled to determine and to record Customer's identity who matches with the DHN's criteria in the Bank's individual Black List ("DHIB").
- (ii) Customer is obligated to return the outstanding bilyet giro to the Bank if:
- (A) Customer's right of using bilyet giro has been frozen;

- (B) Customer's identity is listed in DHN, or
- (C) Account is closed upon Customer's request or based on the Bank's internal policy.

- (iii) Customer must report the fulfillment of its returned bilyet giro settlement within seven working days after the return date.
- (iv) The Bank is entitled to close Customer's account if Customer continues to issue returned bilyet giro while Customer's name is still listed in DHN, or any other reason as stipulated in the Agreement or permitted by Law.
- (v) When an Account has been closed but there are still outstanding bilyet giro then:
- (A) The Bank is entitled to open a "Special Account" under Customer's name as a payment settlement account for outstanding bilyet giro; and
- (B) Customer is obligated to provide sufficient funds in such "Special Account" to fulfill its settlement obligation of outstanding bilyet giro.

The Bank, with a written notice, will close the Special Account, after Customer has settled payment for its outstanding bilyet giro.

- (vi) Customer releases the Bank from all liabilities and legal claims that could or do occur from returned bilyet giro issuance or due to misuse of bilyet giro by Customer.
- (vii) Customer must comply with all terms and conditions that regulates bilyet giro, including, but not limited to, signatories, stamp duty payment and bilyet giro issuance.
- (viii) Customer must comply with all Laws applicable from time to time in relation to bilyet giro.
- (e) The provisions of this Clause 3 shall apply mutatis mutandis to cheques.

### 2.19 Joint Account

Joint Account is an account that is jointly owned by more than one party. The joint ownership can be between a group of institutions, individuals and/or a combination of both types.

- (a) All of the Joint Account owners must provide a written statement that appoints the individual(s) that has/have the authority to sign on checks and/or bilyet giros. The appointed individual(s) may be one or more individuals from any of the parties that jointly open the Joint Account.
- (b) Any legal consequence resulting from the signing or withdrawing of a blank check or bilyet giro by one or more of the Joint Account owners, which may also cause the Joint Account and its owners to be recorded in Bank Indonesia's black list for checks and bilyet giros with problems, will be under the full joint and several responsibility of the Joint Account owners.

**2.20 Standing Instruction.** If the Customer requests a standing instruction service, then subject to specific terms and conditions which may be applied to govern the provision of the same, the Bank is authorized by the Customer, at any time, through and pursuant to a standing Instruction(s) received by the Bank from the Customer (which may be amended from time to time) to:

- (a) transfer funds among the Customer's Account(s) with the bank and/or to the accounts of third parties with other banks; or
- (b) carry out foreign exchange transactions (i) pursuant to such standing Instruction(s), and (ii) with other banks either overseas or local.

## 2.21 Personal Information

- (a) When the Customer deals with the Bank, the Bank may collect, store and use some Personal Information.
- (b) If the Customer does not provide some or all of the Personal Information requested, the Bank may be unable to provide the Customer with any Account or Service.
- (c) The Bank may collect the Personal Information:
  - (i) to provide a Customer with information about any Account or Service;
  - (ii) to consider a Customer's request for any Account or Service;
  - (iii) to provide a Customer with any Account or Service;
  - (iv) to tell a Customer about other products or services;
  - (v) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of any Account or Service;
  - (vi) to perform administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training and market or customer satisfaction research);
  - (vii) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
  - (viii) as required by relevant laws, regulations, codes and external payment systems.
- (d) Subject to applicable Law, the Customer may access its Personal Information at any time by contacting its Relationship Manager, the ANZ Call Center or the nearest ANZ branch. The Bank may charge the Customer a reasonable fee for access.
- (e) If the Customer can show that information about the Customer is not accurate, complete and up to date, the Bank will take reasonable steps to ensure it is accurate, complete and up to date.
- (f) If the Customer gives the Bank Personal Information about someone else or directs someone else to give their Personal Information to the Bank, the Customer will show that person a copy of this clause so that they may understand the manner in which their Personal Information may be used or disclosed by the Bank and warrants that the disclosure of such Personal Information was made with the party's consent.
- (g) If the Customer does not want the Bank, loyalty partners or other organisations to tell the Customer about their Account or Services, the Customer may notify the Bank of this by calling or giving written notice to the Bank.
- (h) In this Country Schedule, "Personal Information" means information about the Customer that includes name, address, telephone number, member of board of director and commissioner (including identity card in the form of Kartu Tanda Penduduk, passport, residence permit) and/or shareholder composition.

## 2.22 Information About PT Bank Indonesia

- (a) PT Bank ANZ Indonesia is not guaranteed by Australia and New Zealand Banking Group Limited; it is not an authorised deposit taking institution within the meaning of the laws of Australia and is incorporated and licensed in Indonesia with limited liability; deposits with PT Bank ANZ Indonesia and its other liabilities are not liabilities of Australia and New Zealand Banking Group Limited.
- (b) PT Bank ANZ Indonesia is registered and supervised by the Financial Services Authority.

**2.23 Language.** Notwithstanding anything to the contrary in the ANZ General Banking Conditions, the Agreement is prepared in both Bahasa Indonesia and English. In the event of inconsistency between the Bahasa Indonesia version and English language version, the Bahasa Indonesia version shall prevail.

**2.24 Applications of Provisions.** The provisions under the ANZ General Banking Conditions shall apply to Indonesia to the extent they are recognised by or are not in contravention with Indonesian Laws, and where applying such provisions will not be in breach of Indonesian Laws.

**2.25 Customer Enquiry And Complaint.** If the Customer has any feedback or complaint regarding the Account or Service provided by the Bank, the Customer may contact its Relationship Manager, the ANZ Call Center or the nearest ANZ branch.

## 3. COUNTERPARTY SCHEDULE

In the case of a maatschap partnership, the Customer undertakes to ensure that all partners agree to the terms of the Agreement, including, without limitation, the joint and several liability of each partner for all liabilities incurred by the Customer in respect of any Account or the provision of any Service.