

## GENERAL TERMS OF TAKA OCBC NISP

### I. Definition

1. **BANK** is PT Bank OCBC NISP Tbk, a limited liability company established under the laws of the Republic of Indonesia, which has been registered and supervised by the Financial Services Authority.
2. **Customer** is a person/body that has an Account with the BANK.
3. **Insurance company** is a company engaged in insurance services that has a licence from the Financial Services Authority (OJK) and has entered into a written cooperation agreement with the BANK.
4. **TAKA OCBC NISP** is a term savings account that can be opened at the BANK's branch offices.
5. **TAKA Hadiah OCBC NISP** is a term savings account that requires the Customer to deposit a certain amount of funds within a specified period as determined by the BANK, by receiving the reward at the beginning of account opening and funds saved by the Customer during the savings period can be withdrawn at the end of the period/maturity of the deposit.

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6. **TAKA Bunga OCBC NISP** is a product of **TAKA Bunga Pasti** or **TAKA Bunga** (according to the Customer's choice) which is a term savings account, where the Customer is required to deposit a certain amount of funds within a specified period of time as determined by the BANK, and funds saved by the Customer during the savings period can be withdrawn at the end of the period/maturity of the deposit.
7. **TAKA Fix Instalment OCBC NISP** is a term savings where the Customer deposits a number of funds in accordance with the Customer's choice and with a fixed value for a certain period as determined by the BANK, and funds saved by the Customer during the savings period can be withdrawn at the end of the period/maturity of the deposit.

## II. **General**

1. The amount of the target fund and time period are determined at the time of opening TAKA OCBC NISP and are subject to the prevailing terms and conditions of the BANK. The Customer agrees that the agreed target fund and time period

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cannot be changed by the Customer.

2. The Customer agrees that for this TAKA OCBC NISP product, the BANK has the right to determine the interest rate, minimum amount of target funds, monthly deposit amount, administrative fees, and other fees in accordance with the prevailing provisions of the BANK that are informed to the Customer.
3. The Customer agrees that changes on the interest rate can result in changes on the amount of the monthly deposit to reach the target fund according to the period specified by the Customer at the time of opening TAKA OCBC NISP.
4. The monthly deposit period is equal to the number of months of the placement period and the monthly deposit date on each month is the same as the opening date of TAKA OCBC NISP and maturity date.
5. The Customer must have a relation account in the form of a savings or current account at the BANK as means of payment of monthly deposit, charging administrative costs and collecting the withdrawal of TAKA OCBC NISP.

6. The relation account shall be in the same currency as the opened TAKA OCBC NISP.
7. The Customer provides the BANK power and authorisation to debit the Customer's relation account in the amount of the monthly deposit of TAKA OCBC NISP that has been determined.
8. If the funds in the Customer's relation account are insufficient to debit the TAKA OCBC NISP monthly deposit, the Customer will be subject to arrears administrative fees in accordance with the prevailing provisions of the BANK.
9. The proceeds of TAKA OCBC NISP withdrawn which consists of all monthly deposits that have been deposited plus interest shall be made at once at maturity.
10. The maturity date is 1 (one) month after the date of the last monthly deposit.
11. Interest received by the Customer will be subject to interest tax in accordance with applicable tax regulations.
12. Each of the opening of TAKA OCBC NISP must be accompanied by the first monthly deposit.
13. In the event that a Customer who owns TAKA OCBC NISP deceased, the target funds to be received

by the legally appointed beneficiary is the amount of monthly deposits that have been paid, plus interest on that monthly deposits, and reduced by fines (if any).

14. In the event that the Customer who owns TAKA OCBC NISP closes and withdraws before maturity, then:

a) Targeted Funds. The target funds that will be received by the Customer is the total of monthly deposits that have been paid.

b) Interests. Payment of interests shall be made in accordance with the prevailing provisions on interest payments of the BANK, by taking into account the following conditions:

- The interest is not paid if there is a closing and withdrawal of TAKA OCBC NISP account before maturity on the first year period; or
- The interest is paid 75% of the total interest at the time of closing and withdrawal of TAKA OCBC NISP account before maturity, if the closing is carried out on the second year period;

or

- The interest is paid in full 100% of the total interest at the time of closing and withdrawal of TAKA OCBC NISP account before maturity, if the closing is carried out on the period starting from the third year.

c) Fines. Penalties and fines (if any) are in accordance with the prevailing provisions of the BANK.

15. The closing and withdrawal of TAKA OCBC NISP before maturity can only be carried out at the BANK's branch offices.
16. TAKA OCBC NISP will be closed automatically when there are monthly deposit arrears of more than 6 (six) months whereas monthly deposits paid by the Customer (without obtaining interests) will be credited to the Customer's relation account at the BANK after deduction of penalties and fines (if any).
17. The Indonesian Deposit Insurance Corporation (LPS) guarantees the Customer's deposits in the form of savings, term deposits, current accounts, certificates of deposit, and other

forms equivalent to them.

18. These General Terms of TAKA OCBC NISP shall be integral and inseparable parts of (i) the opening form of TAKA OCBC NISP; (ii) Terms and Conditions of Account Opening and Arrangement of PT Bank OCBC NISP, Tbk; (iii) General Terms and Conditions of E-Banking Services; (iv) prevailing procedures of Bank OCBC NISP, including all prevailing laws and regulations of the Republic of Indonesia.
19. The granting of power of attorney related to the opening of TAKA OCBC NISP shall not be revoked or withdrawn by the Customer or beneficiaries of the Customer, and shall not expire for any reason whatsoever including for reasons of expiration of power of attorney as referred to in Article 1813, Article 1814 and Article 1816 of the Indonesian Civil Code.
20. The BANK has the right and authority to amend, add and/or reduce these General Terms of TAKA OCBC NISP through the application, BANK's offices or other media as determined by BANK in accordance with the prevailing laws and regulations.

### **III. Specific for TAKA Bunga OCBC NISP**

1. TAKA Bunga OCBC NISP is available in 3 currencies, namely IDR, USD and SGD. With the provision that only TAKA Bunga OCBC NISP in IDR and USD currencies can receive insurance protection.
2. TAKA Bunga OCBC NISP's interest rate is fixed for the first year, the next period or year may change according to prevailing policy of the BANK.
3. The interest rate of TAKA Bunga Pasti is fixed until the end of the period/maturity of deposit.

### **IV. Specific for TAKA Hadiah OCBC NISP**

1. TAKA Hadiah OCBC NISP is available in IDR.
2. The interest rate of TAKA Hadiah OCBC NISP is fixed for the first year, the next period or year may change according to prevailing policy of the BANK.
3. In the event that the Customer wishes to take part in a special promotional program organised by the BANK, the Customer shall be required to pay the monthly deposits of several times of

instalments at once in advance, in accordance with the prevailing provisions of the BANK.

**V. Specific for TAKA Fix Instalment OCBC NISP**

1. TAKA Fix Instalment OCBC NISP is only available in IDR currency.
2. TAKA Fix Instalment OCBC NISP monthly deposits are fixed during the savings period.
3. Interest rate of TAKA Fix Instalment OCBC NISP is fixed for the first year, the next period or year may change according to prevailing policy of the BANK.
4. The funds withdrawn at maturity of TAKA Fix Instalment OCBC NISP are monthly deposits during savings period plus interests.

**❖ SPECIFIC TERMS FOR TAKA OCBC NISP WITH INSURANCE PROTECTION**

**I. General Provisions**

1. Life insurance protection is only for individual Customers who open TAKA OCBC NISP and meet the requirements as set out by the Insurance Company.

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2. If the Customer has one or more TAKA OCBC NISP with life insurance protection where the total target funds are more than the target limit of funds determined by the Insurance Company, then before opening TAKA OCBC NISP the Insurance Company may require the Customer (refer to the prevailing terms and conditions of the Insurance Company) to undergo a medical check-up at a clinic designated by the Insurance Company free of charge.
3. In the event that the medical examination meets the requirements to be guaranteed insurance but for some reasons the Customer cancels the opening of TAKA OCBC NISP, then the entire cost of the health examination is borne by the Customer.
4. Customers who receive life insurance protection will be given proof of insurance enrolment from the Insurance Company.
5. Further provisions regarding life insurance protection can be read by the Customer on the proof of insurance enrolment.

6. Insurance products in TAKA OCBC NISP are insurance products owned by an Insurance Company, not BANK's product and the BANK is not an agent of an Insurance Company nor a broker company of an Insurance Company. If there is a use of the BANK's logo in an offering document related to insurance products, therefore it is only a form of cooperation between the BANK and the Insurance Company in offering the insurance products.
7. The Insurance Company is fully responsible for insurance products and the contents of the insurance policy, so that the insurance products is not a savings product of the BANK and therefore is not included in the government guarantee program or The Indonesian Deposit Insurance Corporation (*Lembaga Penjamin Simpanan*).

## **II. Statement of Health**

1. I have given the information above in a healthy, conscious, without coercion or pressure from any party whatsoever.

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2. I agree to provide additional information if needed. If in the future I submit a claim and the Insurance Company finds information that does not comply with this Statement of Health, the Insurance Company has the right to (i) cancel the insurance agreement (ii) reject and decline payment of the Insurance Benefit claim to Me.
3. I authorize the Insurance Company to carry out an examination or verify My medical history record to every doctor, hospital/clinic, health centre, insurance/reinsurance company, agency/organisation, or individual who has a record or knows My medical history. This power of attorney is granted and shall not expire for any reason whatsoever and cannot be revoked unless I cancel the opening of My TAKA OCBC NISP account or My TAKA OCBC NISP account has been withdrawn, and it also applies to My beneficiaries.
4. All terms and conditions of insurance which have been issued shall be the sole responsibility of the Insurance Company and

I hereby agree to comply with the terms and conditions of the insurance.

5. I acknowledge and appreciate that approvals of insurance claims in relation to the opening of TAKA OCBC NISP will be provided by the Insurance Company, and therefore, I release the BANK from all demands, claims, lawsuits, and damages, regarding the submission of such claims.

❖ **SPECIFIC TERMS FOR CUSTOMERS ENTERING THE TAKA HADIAH  
OCBC NISP PROGRAM**

1. The Customer is fully informed and aware that the reward received by the Customer in the Taka Hadiah OCBC NISP Program ("**Reward**") is a conditional reward, so that the Reward shall only become the full property of the Customer if the Customer has fulfilled all conditions of the TAKA Hadiah OCBC NISP Program.
2. If the Customer provides instruction to the BANK to terminate participation in the TAKA Hadiah OCBC NISP Program ("**Program**") or the savings account of the Customer is closed or being closed for any reason whatsoever before the period of

the Program selected, the Customer will be charged a penalty fee of the amount stipulated on the selected scheme. Specifically for the closing of a savings account, the Customer is also required to pay the closing fee of the account in the amount according to prevailing regulations of Bank as informed to the Customer through the application, website, BANK's offices or other media as determined by the BANK subject to the prevailing laws and regulations.

3. If an event according to point 2 above occurs or at any time the BANK is ordered or required by law to block or withdraw or close the savings account or the TAKA Hadiah OCBC NISP account, which resulting in the BANK being unable to debit funds to settle penalty fee and account closing fee according to point 2 above, the Customer hereby agrees and continues to warrant to settle the obligation(s) in accordance with point 2 to the BANK. Within a maximum period of 5 (five) working days after receiving a notification from the BANK, the Customer is obliged and warrant to settle the obligation(s) to the BANK.
4. If the Customer is unable to deposit or repay the

penalty fee and account closing fee within the period specified above, the Customer hereby provides full power and authority to the BANK to debit and set-off the proceeds of the debiting with the penalty fee and account closing fee outstanding by the Customer to the BANK as well as to take legal action against the Customer or beneficiaries of the Customer.

5. In order to guarantee the settlement of the Customer's obligations in the future, the Customer agrees that a debit instruction from the Customer to the BANK on the Customer's account(s) at the BANK is valid, therefore it is not required for a specific power of attorney to the Bank.
6. Funds deposited in this Program cannot be used as any form of credit collateral.
7. Customer agrees that if the agreed Reward is not available due to any reason, the BANK has the right to replace it with other types of rewards of equal value that will be informed to the Customer through the application, website, BANK's offices or other media as determined by the BANK subject to the prevailing laws and regulations.

8. In the event of the deceased of the Customer within the selected Program period, by law (i) this Program will end automatically, (ii) all Customer's obligation(s) will be assigned to the beneficiary (beneficiaries) of the Customer and (iii) all terms and conditions of the BANK related to the Program, including all provisions/procedures related and enforce at the BANK as well as the prevailing laws and regulations will bind to the beneficiary (beneficiaries) of the Customer.
9. **Specific for Reward in the Form of Cashback.** The Reward will be received by the Customer at a maximum of 5 (five) Business Days from the opening of the TAKA Hadiah OCBC NISP account or from the time of the first deposit was successfully debited.
10. **Specific for Reward in the Form of Vehicles.** The Customer agrees that:
- a) The Reward, including specification and colour, shall be as determined by the BANK and cannot be cashed or exchanged in any other form.
  - b) The Customer will receive physical Reward based on the Off the Road condition.

- c) Administration costs of vehicle registration (STNK), certificate of ownership of motor vehicle (BPKB), Vehicle Tax, Transfer of Name, Insurance and other costs are the responsibility of the Customer.
- d) Availability of rewards for areas outside Jakarta depends on the availability of the showrooms in the city concerned so as to allow delays in the delivery of the Reward.
- e) The Customer will receive the Reward at a maximum of 21 Working Days since the opening of the TAKA Hadiah OCBC NISP account or from the time of the first deposit was successfully debited.

11. **Specific for Reward other than Cashback and Vehicles.** The Customer agrees that (i) rewards, including specifications and colours, are in accordance with those determined by the BANK and cannot be cashed or exchanged in any other form whatsoever; and (ii) the Customer will receive the reward at a maximum of 21 Working Days from the opening of the TAKA Hadiah OCBC NISP account or from the time of the first deposit was successfully debited.

❖ **STATEMENT AND AGREEMENT OF THE CUSTOMER**

1. All data and information that is filled in and contained on the application for opening this TAKA OCBC NISP including the document(s) that I/We have attached are complete, correct, current and still valid. If in the future there is an error and/or change to the data, information and/or document(s), I hereby release the BANK from all demands, claims or lawsuits for any reason whatsoever in relation to errors in the data and/or document(s) and immediately submit the latest and current data and/or document(s) to the BANK.
2. The BANK has the right to examine the accuracy of the data that I/We have provided.
3. The Customer understands and agrees that if the Customer receives an irregular interest rate, that is among others exceeding the guaranteed interest rate or distribution in a form of cash by the BANK provided in relation to the collection of funds by the BANK and calculated as interest, then the Customer's deposit is not included in the LPS insurance program.

4. Specific for TAKA OCBC NISP with Insurance

Protection: I declare that I am willing to accept the policy certificate and other supporting documents issued by the Insurance Company (if any) in electronic form through an electronic mail address (e-mail) or through other media designated by the Insurance Company and failure to deliver documents that are sent correctly to My e-mail address shall become My responsibility.

5. I/We declare that I have accepted, read, understood, agreed, and am willing to submit to and be bound by The General Provisions of TAKA OCBC NISP including all of its amendments and renewals ("General Provisions of TAKA OCBC NISP:"); Terms and Conditions of Account Opening and Arrangement of PT Bank OCBC NISP, Tbk; and prevailing procedures of the BANK regarding TAKA OCBC NISP, including all prevailing laws and regulations.

6. I/We declare that the BANK has provided sufficient and adequate explanation regarding the characteristics of the TAKA OCBC NISP, whether provided in writing or verbally as stipulated in the marketing and offering documents and I/We have

understood and comprehended all the consequences of using the TAKA OCBC NISP, including the benefits, risks and inherent costs.

7. I/We understand that these General Terms of TAKA OCBC NISP are made in the Indonesian language and can be translated in other languages. In the event that there is a discrepancy in interpretation between the Indonesian language and the foreign language texts, the Indonesian language text will prevail.

**THESE GENERAL TERMS OF TAKA OCBC NISP HAS BEEN ADJUSTED TO BE IN ACCORDANCE WITH THE LAWS AND REGULATIONS INCLUDING THE REGULATIONS OF THE FINANCIAL SERVICES AUTHORITY.**

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