

LOAN AGREEMENT No. _____

Date	
Lender	Name:
	ID No:
	Address:
	Attorney's name:
Borrower	Name:
	ID No:
	Address:
	Mobile Phone Number:

The Parties have executed this Loan Agreement via electronic signature as set forth under Law of the Republic Indonesia No.11 of 2008 on Electronic Information and transactions.

THE LENDER

THE BORROWER

Signed by [name/attorney name]	Signed by [name]
Signature	

Lender and Borrower are hereinafter separately referred to as a “**Party**” and collectively as the “**Parties**”. The Lender shall provide the Loan Amount (as defined below) to the Borrower. The Parties hereby agree with the following terms and conditions in this Loan Agreement (and the Terms and Conditions attached herein):

1. **Loan Amount (Loan or Principle)** : IDR_____ (*amount in letter*).
The Loan is an unsecured personal loan.
2. **Final Installment Date** : is calculated as the Disbursement date plus the Loan Term (the exact date will be indicated in the Appendix I to this Agreement).
3. **Interest rate** : For the purposes of calculation of the interest rate hereunder, the interest rate comprises of the Fees and is equal to ___% per month.
4. **Disbursement Date** : The Loan will be disbursed to the Borrower’s bank account provided by the Borrower via Platform after the Borrower sign the

Loan Agreement. (the exact date will be indicated in the Appendix I to this Agreement).

- 5. Consulting Fee** : Shall consist of:
1. **Lender Consulting Fee** ____ %
 2. **Service Provider Consulting Fee** ____%
- 6. Service Fee** : IDR_____ (*amount in letter*).
- 7. Fees** : Consulting Fee and Service Fee.
- 8. Loan Term** : _____months.
- 9. Installment amount** : IDR_____ (*amount in word*).
- 10. Recovery Service Fee** : The recovery service fee shall be charged 10% for any late payment of the amount due and payable in respect of the Installment Amount within 3 days from the Installment Date
- * The Recovery Service Fee will be waived if the outstanding Loan is less than IDR 30,000 (the “Grace Sum”). If unpaid portion of the Installment is less than the Grace sum, the amount shall be added to the next Installment unless it is the last Installment.*
- 11. Service Provider** : **PT. KAS WAGON INDONESIA**, a limited liability company established and existing under the laws of the Republic of Indonesia, having its registered office at Oleos 2 Lantai 3 Zone A, Jl. Kebagusan I No.6, Kebagusan, Pasar Minggu, South Jakarta.
- Service Provider shall be responsible for processing of the Borrower’s application for the Loan, further processing of the Loan disbursement and maintenance.
- 12. Escrow Account** : All payment under this Loan Agreement shall be made to a special bank account (the “**Escrow Account**”), used by the Service Provider, and identified below:
- Account No.:* _____
- Account Holder:* _____
- Bank Name:* _____.
- 13. Repayment** : Borrower shall repay the Loan by equal installments on each Installment Date until the Loan is repaid in full (including but not

limited to principle Loan, interest, the Consulting Fee, the Service Fee, the Recovery Service Fee or any other fees if applicable) to the Escrow Account.

The Loan Amount and the Consulting Fee are to be forwarded by the Service Provider to the virtual account of the Lender.

14. Early Repayment : Early repayment whether in full or in part is possible at any time without any additional fees and surcharges. In the case of early repayment, Monthly Installment shall be recalculated according to the formula prescribed in Clause 5.

14. Repayment Schedule:

Installment Amount	Loan Amount	Consulting Fee	Service Fee	Total	Installment Date

TERMS AND CONDITIONS

1. DEFINITIONS

In this Loan Agreement, unless the context otherwise requires, the following words and expression shall have the meanings set out below, respectively:

Lender	means person(s) whose identity is described in the Loan Agreement, and shall include the Lender's legal representative, successors, authorized assigns and/or persons deriving title thereunder, as the case may be.
Event of Default	means the breach or failure to perform any obligations by the Borrower as defined in Clause 9.
Loan Agreement	means the Loan Agreement (including Terms and Conditions) which may be amended, replaced or supplemented from time to time.
Installment	means the installment amount that shall be paid by the Borrower to the Lender through the Platform on every Installment Date
Installment Date	means a date of each respective month on which a repayment of the Loan shall be made by equal installments.
Final Installment Date	means the repayment date of the last Installment or dates on which the Loan shall be fully repaid by the Borrower to the Lender through the Platform.
Consulting Fee	means a fee payable by the Borrower to the Lender ("Lender Consulting Fee") and to the Service Provider ("Service Provider Consulting Fee") through the Service Provider for the Loan processing.
Service Fee	means a fee payable by the Borrower to the Service Provider for the Loan administration and maintenance.
Platform	means an internet-based lending platform owned and operated by the Service Provider, using the domain www.cashwagon.id .
Notice	means notification/approval/confirmation sent by the Service Provider or through Platform to the Borrower in respect of matters referred to herein and can be performed via short message service (SMS) and or calling directly to mobile phone of the Borrower as provided under the Loan Agreement.

2. THE FEES

- a) The Borrower shall pay to the Lender the Consulting Fee and to the Service Provider, and the Service Fee to the Service Provider as stipulated in this Loan Agreement.
- b) The Consulting Fee shall be accrued on a monthly basis to the principal amount of the Loan on each Installment Date. The Consulting Fee shall be calculated after disbursement of the Loan to the Borrower for each Installment Date according to respective amount of the Loan (subject to recalculation in the case of partial early repayment). Such calculation shall be made on the outstanding principal amount of the Loan and shall be accrued on each Installment Date.
- c) The Service Fee shall be accrued on a monthly basis to the principal amount of the Loan on each Installment Date. The Service Fee shall be calculated after disbursement of the Loan to the Borrower for each Installment Date according to respective amount of the Loan (subject to recalculation in the case of partial early repayment). Such calculation shall be made on the outstanding principal amount of the Loan and shall be accrued on each Installment Date.
- d) The Fees shall be due and payable by the Borrower on the Installment Date.

3. RECOVERY SERVICE FEE

- a) Upon occurrence of any Event of Default, the Borrower shall pay a recovery service fee within 3 days after installment date to the Service Provider at a rate of 10%, of the Monthly Installment amount (the "**Recovery Service Fee**"). The Service Provider shall have the right to waive its right to charge the Recovery Service Fee from the Borrower.
- b) Such Recovery Service Fee shall be accrued until the date the due amount is fully repaid by the Borrower.
- c) The Borrower shall pay the Recovery Service Fee in respect of the Loan outstanding amount (including but not limited to loan (principle), interest, the Consulting Fee, the Service Fee, and any other fees if applicable).

4. LOAN CANCELLATION

- a) The Lender shall be entitled to cancel the Loan and terminate the Loan Agreement subject to mandatory requirements of applicable laws if any Event of Default has occurred and is continuing.

- b) The Lender and the Borrower hereby agree to waive the provisions set forth in Article 1266 of the Indonesian Civil Code to the extent that a court approval or a court order is required to terminate this Agreement.

5. REPAYMENT OF THE LOAN

- a) The Borrower shall be obliged to repay the Loan by Monthly Installments on each Installment Date. All Monthly Installment payments include: (i) part of the Loan, (ii) part of the Service Fee and (iii) part of the Consulting Fee accrued for the respective Installment Date. All Monthly Installments shall be calculated according to the following formula:

Monthly installment

= *Loan Amount*

$$* \frac{\left((\text{Consulting Fee rate} + \text{Service Fee rate}) * (1 + (\text{Consulting Fee rate} + \text{Service Fee rate}))^{\text{Loan Tenure (in month)}} \right)}{\left((1 + (\text{Consulting Fee rate} + \text{Service Fee rate}))^{\text{Loan Tenure (in month)}} - 1 \right)}$$

- b) The corresponding part of the Fees shall be accrued on each Installment Date.
- c) All payments of the Loan (principal), interest, the Fees, and Recovery service fee (if applicable) shall be due and payable under this Loan Agreement without deduction for or on account of any tax.
- d) All costs associated with the transfer of monies (including wire transfer costs) from the Lender to the Borrower shall be borne by and be the responsibility of the Borrower.
- e) The payments made by the Borrower shall be applied in the priority order (i) Consulting Fee, (ii) Service Fee, (iii) Interest, (iv) Recovery Service Fee and (v) the Loan (principle).
- f) The Borrower shall have the right at any time to partially or fully repay the Loan and all Fees accrued without any additional fees and surcharges.
- g) In case of such partial early repayment, the Monthly Installment amounts shall be reduced starting from the next Installment Date according to the following formula:

New Monthly Installment

= *Principal*

$$* \frac{\left((Consulting\ Fee\ rate + Service\ Fee\ rate) * (1 + (Consulting\ Fee\ rate + Service\ Fee\ rate))^{Remaining\ PayDays - 1} \right)}{\left((1 + (Cons\ fee\ rate + Serv\ fee\ rate))^{Remaining\ PayDays - 1} - 1 \right)}$$

where principal means amount of the Loan principal to be payable from the next Installment Date following partial early repayment.

6. REPRESENTATIONS AND WARRANTIES

a) The Borrower represents and warrants to the Lender that:

- (i) the Borrower is an Indonesian citizen and resides in the territory of the Republic of Indonesia;
- (ii) the Borrower has full power and capacity to execute and perform his/her obligations under the Loan Agreement. All necessary authorizations and approvals have been duly and timely obtained by the Borrower;
- (iii) data, information and documents provided to the Lender are true, complete and accurate in all respect;
- (iv) the funds have not been used, are not used and will not be used for money-laundering and financing terrorism purposes as set forth on anti-money laundering and anti-terrorism regulation in the Republic of Indonesia from time to time;
- (v) the execution, the performance and the enforcement of the Loan Agreement does not violate any provision of any law or regulation, order, permit, or any contract now existing and binding the Borrower.
- (vi) the signature of the Borrower on the Loan Agreement is valid, and the Loan Agreement constitutes valid, legal and binding obligations of the Borrower;
- (vii) no litigation, arbitration or administrative proceedings are current or pending which might adversely affect the Borrower's ability to perform the obligations under the Loan Agreement.

b) The Lender represents and warrants to the borrower that:

- (i) the Lender has full power and capacity to execute and perform all obligations under the Loan Agreement. All necessary authorizations and approvals have been duly and timely obtained by the Lender;
- (ii) the origin of the funds is not generated from money-laundering, criminal act and/or other violated act on any law and regulation;
- (iii) the execution, the performance and the enforcement of the Loan Agreement does not violate any provision of any law or regulation, order, permit, or any contract now existing and binding the Lender;
- (iv) the Lender authorization given under this Loan Agreement is valid and the Loan Agreement constitutes valid, legal and binding obligations of the Lender.

7. AUTHORIZATION

The Lender authorizes and grants power of attorney to the Service Provider to signing this Loan Agreement, including extend, novating, assigning, terminating, performing and amending the Loan Agreement, and any other act required including but not limited to signing letters and/or giving notification in regards of this authorization given;

8. ASSIGNMENT

- a) Subject to local law requirements the Lender may assign or transfer its rights and obligations under the Loan Agreement, in whole or in part, and the Borrower shall be deemed to agree to such assignment or transfer, and the Borrower acknowledges and authorize the Lender (or the Service Provider, appointed by the Lender) to sign any letters, receive notices and keep notifications on behalf of the Borrower. The Borrower shall be deemed to be duly notified on such assignment. The Lender (or the Service Provider, appointed by the Lender) shall be obliged to give such letters, notices and notifications to the Borrower upon request from the Borrower.
- b) The Borrower shall not be entitled without prior written consent of the Lender to assign or transfer any of its rights and obligations under the Loan Agreement.

9. EVENT OF DEFAULT

- a) Each of the following events shall constitute an “**Event of Default**”:
 - (i) default by the Borrower in payment of any amount due and payable under the Loan Agreement by any of the Installment Dates;

- (ii) default by the Borrower in performance of any obligation contained in the Loan Agreement to which it is a party;
 - (iii) any representations, warranties, or statements made under the Loan Agreement is proved to be incorrect or misleading;
 - (iv) the Borrower becomes insolvent, or bankrupt;
 - (v) any obligations of the Borrower under the Loan Agreement are not or cease to be valid, binding and enforceable;
 - (vi) any provision of the Loan Agreement is or become illegal, invalid or unenforceable;
 - (vii) If the Lender is notified by any governmental authority or otherwise receives notice that the Borrower has been involved in any illegal activity including but not limited to money laundering and terrorism funding;
 - (viii) If the Borrower is prosecuted under any law, serves any custodial sentence, becomes insane or dies;
- b) Upon the occurrence of any Event of Default, the Lender may, at its sole discretion and in addition to any other rights provided for in the Loan Agreement:
- (i) declare all outstanding Loan (principle), accrued Consulting Fee, interests and all other amounts owing under the Loan Agreement to be immediately due and payable;
 - (ii) demand the Borrower to pay fees, expenses and costs including legal fees incurred by or on behalf of the Lender resulting from the occurrence of such Event of Default; and
 - (iii) take any action or proceeding as may be permitted by laws.

10. VERIFICATION

The Borrower expresses consent, agrees and acknowledges that the Lender may conduct verification of the Borrower's data in any form even after execution of the Loan Agreement and, based on results of such verification and subject to the Lender's absolute and sole

discretion, the Lender may prior to disbursement of the Loan do the following always subject to applicable local laws and authority regulation: (i) reject the Loan application; (ii) terminate the Loan Agreement; or (iii) reduce the Loan Amount for disbursement.

11. EXECUTION

The Loan disbursement to the Borrower's account shall be deemed to be the Loan amount acceptance if the Borrower fails to refund the Loan Amount to the Lender immediately after receipt of the Loan Amount by the Borrower. The Borrower hereby agrees to all the terms and conditions of the Loan agreement. Such acceptance of the Loan amount shall be tantamount to the consent of the Borrower to be bound by the terms and conditions of the loan agreement.

12. INDEMNITY

The Borrower shall pay and indemnify the Lender for and against all fees, costs and expenses incurred in connection with the preparation, execution, performance and the enforcement of the Loan Agreement, including without limitation to fees, loss, penalties, expenses, or any other sums whatsoever paid or payable by the Lender in consequence of the occurrence of any Event of Default.

13. DISCLOSURE OF INFORMATION

the Borrower agrees and permits the Lender to keep, transfer and disclose any information relating to the Borrower and the Loan Agreement to:

- (i) any relevant governmental authorities in accordance with Indonesian laws and regulations;
- (ii) any person or entity being entitled pursuant to any applicable laws (such as affiliates);
- (iii) Lender's partners, directors, officers, employees and professional advisors, including, without limitation to, the Lender's auditor, legal counsel and/or other consultants (only to the extent necessary and provided that all customary precautions are taken to ensure confidentiality);
- (iv) any person or entity pursuant to or in connection with any legal action, proceeding or other procedures relating to the Loan Agreement.

- (v) any person or entity the Lender deems fit on a need to know basis (only to the extent necessary and provided that all customary precautions are taken to ensure confidentiality subject to applicable Laws and Regulations).
- (vi) the Service Provider.

14. MISCELLANEOUS

- a) Entire Agreement. Loan Agreement (together with the Terms and Conditions) constitutes the entire agreement and supersedes all prior contract and agreements.
- b) Assignment. The Lender may at its own discretion and subject to mandatory requirements by applicable laws and regulations, assign or transfer its rights and obligations under the Loan Agreement, in whole or in part to any third party, and the Borrower shall be deemed to agree to such assignment or transfer. The Borrower cannot without prior written consent of the Lender assign or transfer its rights and obligations under the Loan Agreement.
- c) Severability. Invalidity or unenforceability of one or more provisions of the Loan Agreement shall not affect the remaining provisions.
- d) Language. The Loan Agreement is made in English and in Indonesian language with equal force and effect. In the event of inconsistency between the two languages, Indonesian language shall prevail.
- e) Legal Domicile. The Parties agree to choose the registrar's office of South Jakarta District Court as their permanent legal domicile.
- f) Governing Laws and Dispute Resolution. The Loan Agreement is governed by the laws of Indonesia. Any dispute or controversy arising out of interpretation and the execution of the Loan Agreement shall be resolved amicably before being referred to the South Jakarta District Court.

APPENDIX I LOAN AGREEMENT No. _____

Date	
Lender	Name:
	ID No:
	Address:
	Attorney's name:
Borrower	Name:
	ID No:
	Address:
	Mobile Phone Number:

Disbursement Date:

Final Installment Date :
