

FUNDING AGREEMENT

This Funding Agreement ("**Funding Agreement**" or "**Agreement**") was made and agreed on the date on which the Approval Procedure as intended in

Article 22 This Funding Agreement is concluded on the Platform ("**Agreement Date**") by and between:

1. [], a limited liability company established under Law
Republic of Indonesia, with Business Registration Number []
whose legal domicile is in []
in this case represented by [] as []
in this case acting for and on behalf of the Board of Directors representing []
Therefore, we have the right and authority to enter into a Funding Agreement and implement a Funding Agreement (hereinafter referred to as the "**Funding Provider**"). Every information and information regarding the Funder, including identity information and other information, is recorded and stored on the Platform with a Unique Identification Number.
Identification Number atau UID) []; and
2. [], Indonesian citizen, born in [], on
date [], Residential address at [],
owner of Identity Card [KTP] No. []. Therefore it is entitled
and has the authority to enter into a Funding Agreement and implement the Agreement
Funding ("**Beneficiary**"). Any information and description regarding the Recipient
Funds, including identity information and other information, are recorded and stored on the Platform
with a Unique Identification Number (UID)
[].

The Fund Provider, Company and Fund Recipient are hereinafter referred to individually as **the "Party"**, and collectively referred to as **the "Parties"**.

INTRODUCTION:

- a. The Company is a limited liability company which operates in the field of Information Technology-Based Joint Funding Services ("**LPBBI**") through a Platform based on Financial Services Authority Regulation Number 10/POJK.05/2022 concerning Information Technology-Based Joint Funding Services ("**POJK 10/2022**"), namely PT Pintar Innovation Digital (Company) which is located at Sequis Tower Floor 18 Unit 1-7, Jalan Jendral Sudirman No. 71, South Jakarta, 12190, where the Company acts as an intermediary to bring together Funders and Fund Recipients in the context of distributing Funding from Funders to Fund Recipients via the Company's Platform;

- b. The Fund Recipient has submitted an application and request to obtain Funding which has met the requirements set by the Company based on POJK 10/2022 and the Company's assessment and applicable laws and for which the Fund Provider agrees to provide Funding to the Fund Recipient.
- c. The Funder agrees to provide Funding to Fund Recipients whose applications and Funding requests have met the requirements set by the Company based on POJK 10/2022 and the Company's assessment and applicable laws.
- d. The Funder has agreed to provide the Funding to the Fund Recipient based on the provisions of this Funding Agreement.

For and taking into account the matters described above, the Parties to this Funding Agreement agree to the following provisions:

ARTICLE 1. Definition and Interpretation

Unless expressly stated otherwise, all terms defined in this Agreement have the following meanings:

"Fund Recipient Account" is the personal account of the Fund Recipient opened and provided by the Company on the Platform where the Fund Recipient can, (i) submit a Funding Application and submit a new Funding Application after the previous Funding has been paid off; (ii) download the required documents and provide other required information regarding the submission of the Funding Application; and (iii) knowing the terms and schedule for the required Funding repayment and the amount of outstanding Funding payments.

"Funding Account" is the Funding Account on the Platform which is used by the Funding Provider based on the terms and conditions of the Platform and this Agreement to select Fund Recipients to whom Funding can be channeled by the Funding Company through the Company based on the Agreement, including checking the amount of the Funding Funder's funds in Escrow Account, payment schedule or repayment of Funding by Fund Recipients and information regarding delays in repayment or payment of Funding by Fund Recipients.

"Funding Application" is an application for obtaining Funding, namely information or information written or electronically via the Platform submitted by Potential Fund Recipients to the Company to obtain Funding from Funders based on a Funding Agreement.

"Company Assessment" is the process of assessment and analysis by the Company of Funding Applications and Potential Fund Recipient Candidates in accordance with procedures, criteria and requirements determined by the Company in order to assess the creditworthiness of Potential Fund Recipient Candidates to obtain Funding.

"Working Day" is a day other than Saturday, Sunday and national holidays in Indonesia, on which banks in Jakarta are open to conduct business activities.

"LPBBTI" is an Information Technology-Based Joint Funding Service provided by the Company through the Platform for Potential Fund Recipients who wish to submit a Funding Application to obtain Funding.

"Related Parties" are directors, commissioners, employees, management, shareholders, affiliates, proxies and/or representatives of the Company, including in this case the Funders and their families.

"Request for Assistance" is the action of the Company contacting the Emergency Contact Number as referred to in the Privacy Policy regarding the failure or negligence of the Fund Recipient to pay the Funding amount and economic benefits of Funding on the Due Date **where the individual contacted as the owner of the Emergency Contact Number will be asked for assistance by the Company or a party appointed by the Company to assist the Company in reminding Fund Recipients to immediately pay off outstanding debts based on the Funding Agreement**, provided that the request is carried out in accordance with the applicable laws and regulations in Indonesia, including but not limited to the absence of coercion on the party concerned and delivered without any form of violence or intimidation in any form.

"Potential Funding Recipients" are parties who wish or will receive Funding and therefore have submitted a Funding Application for Company Assessment.

"Funding" is funding or funding facilities from Funders (including the economic benefits of Funding and/or other costs including late fees as stated in Article 2 letter a) with a concept or scheme and the amount of Funding determined by the Company as stated on the Platform and Article 2 letter a This Funding Agreement, which is distributed by the Funder to the Fund Recipient through the Company based on the Funding Agreement.

"Platform" is (a) the web portal and/or *mobile* version of the web portal created, owned and operated by the Company which is currently located at and can be accessed at the following URL: www.asetku.co.id along with changes to that URL from time to time; and/or (b) *mobile* applications from www.asetku.co.id which are created, owned and operated by the Company, including iOS and Android including changes from time to time and have been registered as Electronic System Operators with the Ministry of Communication and Information of the Republic of Indonesia.

"Participation" means the amount of the Funder's funds in the Funder's *Escrow* Account which is distributed to the Fund Recipient based on the Funding Agreement, where the Funder has determined a special amount to be distributed as part of Funding disbursement funds for Fund Recipients selected through the Funder's Account.

"Funding Withdrawal" means the Funder's action through the Company to request a withdrawal of the Funder's funds at any time before the expiry date

maturity date on certain funding products that provide options in accordance with these provisions (accompanied by reasons in accordance with the terms, conditions and accompanying risks). Submissions for Funding Withdrawals can be made within a time period and time limitations that are in accordance with the terms of the product chosen by the Funder and result in the termination of the Funding Agreement and the Fund Recipient re-binding themselves to the Funding Agreement with another Funder.

"**POJK 10/2022**" is the Financial Services Authority Regulation Number 10/POJK.05/2022 concerning Information Technology-Based Joint Funding Services as amended, amended, modified or supplemented from time to time.

" **Crowdfunding Process** " is the process of collecting participation from Funders registered on the Platform and bound by each funding distribution agreement in the context of distributing funding to Fund Recipients based on the Funding Agreement, where the funds successfully collected will be distributed to Fund Recipients selected by the Funder .

"**Escrow Account** " is a checking account as referred to in POJK 10/2022 which must be used in LPBBTI transactions between Funders and Fund Recipients which includes *virtual accounts* and is provided based on an agreement between the Company and the bank providing the *Escrow Account*, which in this case is made at the bank in the name of the organizer which is a deposit and is used for certain purposes, namely receipts and expenditures from and to Fund Recipients and/or Funders (according to the context) either for or related to the delivery of Funding and receipt of Funding repayment based on the Funding Agreement.

" **Virtual Account** " is the identification number of the Fund Recipient and/or Funder (*end user*) which is included in or part of the *Escrow Account*, and is created by the bank, with the aim of identifying receipts to an account.

"**Funding Bank Account**" is the personal bank account of the Funding Provider where the funds placed in the *Escrow Account* originate and become the final destination account for the return of Funding funds from the Fund Recipient.

"**Terms and Conditions**" are the terms and conditions as stated on the Platform.

"**ITE Law**" means Law of the Republic of Indonesia Number 11 of 2008 concerning Electronic Information and Transactions as amended and most recently supplemented by Law of the Republic of Indonesia Number 19 of 2016.

The headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement. Unless the content specifies otherwise, words that indicate the singular form also include the plural form and vice versa.

ARTICLE 2. Funding

a. Funding is as follows:

Funding Tree : Rp.

Total Funding Period : days to date [].
since the Funding was sent by the Giver
Days through the Company as recorded
on the Platform as valid proof of delivery and
accepted by the Parties.

Funding Party : will be explained in detail in Appendix 2 which
is an inseparable part of this Agreement.

Funding Details : will be explained in detail in Appendix 3 which
is an inseparable part of this Agreement.

Total Repayment : Principal amount of funding plus economic benefits
Tree.

Attachment 3 to this Agreement will be filled in and updated automatically (*auto filling*) and periodically for each Funding transaction, which will be placed on the Platform which can be accessed by Fund Recipients in the Agreement *folder* and is an integral part of this Agreement and related to each other.

1) Economic benefits of Trees

0.3% (zero point three percent) per day of the principal value of the Funding.

2) Late Funding Payment Fee ("Late Fee") of 0.3% (zero point three percent) per day calculated from the principal amount of Funding received by the Fund Recipient ("Late Fee per Day").

In the event of a delay, the total amount of economic benefits plus Late Fees charged to Fund Recipients is 0.6% per day of the Funding principal.

The maximum economic benefits and Late Fees charged to Fund Recipients are 100% (one hundred percent) of the principal funding ("Maximum Fees") Calculation of Late Funding Payment Fees will begin 1 (one) day after the Funding Payment Due Date.

3) Service Provision Fees

This is the inflow received by the Company because it has brought together

Recipients of Funds and Funders in the form of a number of commission fees that the Company is entitled to receive which is the difference in economic benefits between benefits

economic Funding determined by the Company to Recipients of Funds with the economic benefits provided by the Company to Funders, Cost Objectives

This Service Provision is provided to carry out activities in the form of:

- Collect funding installment payments along with economic benefits Funding;
- Risk mitigation (including verification costs, and other risk mitigation); And - Perform collection on outstanding debts of Fund Recipients.

Each payment of Service Provision Fees by the Fund Recipient will be automatically deducted from the amount of the Fund Recipient's financial obligation payments from the Fund Recipient based on this Funding Agreement, where the Company is authorized by the Funder to make such deductions and ensure credit to the Company's bank account determined at its discretion. This means that the amount of refund of the Fund Recipient's financial obligation payments received by the Fund Recipient is the amount that has been reduced by the Company from the Service Provision Fee

4) Details:

From the Estimated Amount Paid by Fund Recipients on the Due Date, the following are the details:

Estimated Returns obtained Funders		
Service Provision Fees		
Tax (VAT)		

- b. Subject to the provisions of this Funding Agreement, the Funder agrees to provide Funding through the Company to the Fund Recipient according to the Funding amount stated in Article 2 letter a of the Funding Agreement.
- c. The Funding Period cannot be extended by the Parties, unless otherwise determined based on written amendments to the terms mutually agreed upon by the Parties based on the proposed extension and the commercial scheme related to the extension from the Company.
- d. Funders and Companies and Related Parties must be released by Fund Recipients from all forms of losses, costs, fees and expenses, so that they are not responsible and cannot be involved in any matters, risks, legal consequences and/or any adverse consequences resulting from or related to relating to the submission of Funding Applications, granting approval to Funding Agreements, use of Fund Recipient Accounts, utilization of Funding by Fund Recipients and implementation of Funding Agreements by Fund Recipients which:
 - 1) violate legal provisions and/or statutory regulations in particular BOY 10/2022;
 - 2) violates the Fund Recipient's agreement or commitment with another third party;

- 3) triggering or being the cause of conflicts, lawsuits, resulting in dispute processes, investigations, audits, inspections, interrogations, investigations and violations of other third party rights;
 - 4) causes or becomes the basis for the imposition of sanctions, penalties or penalties in any form from authorized government institutions or other parties; And
 - 5) resulting in non-compliance with instructions, policies, procedures, decisions, circulars and directives of government institutions or court or arbitration decisions.
- e. Funders, Companies and Related Parties must be released by Fund Recipients from all forms of losses, costs, fees and expenses, so that they are not responsible and cannot be involved in any matters, risks, legal consequences and/or any adverse consequences resulting from or relating to violations of this Funding Agreement, including, among other things, the negligence or failure of the Fund Recipient to repay the Funding in accordance with the provisions of the Funding Agreement.
- f. By agreeing to this Funding Agreement, the Parties have stated their agreement to the Privacy Policy in Appendix 1 as well as the Terms and Conditions which are also listed on the Platform and are available for download by Fund Recipients on the Funder's Account, and are an inseparable part of the Funding Agreement.
- g. The Funder must send Funding to the *Escrow* Account in order to disburse the Funding to then be distributed to the Fund Recipient's account which is recorded and registered on the Platform and the Fund Recipient's Account as the account to which the Funding will be sent ("**Fund Recipient Account**"), namely:
- Sending Funding to the Fund Recipient's Account by the Company for and on behalf of the Funder creates a legal obligation in the form of an obligation to return the Funding debt along with the economic benefits of Funding by the Fund Recipient based on terms of this Funding Agreement.
- h. The Company has the right to keep all evidence of Fund transfers to the Fund Recipient's Account which is the sole evidence received by the Parties regarding the completion of the Fund transfer to the Fund Recipient's Account. Disbursement of Funding as regulated in this Article must be considered as a valid disbursement of Funding by the Funder to the Fund Recipient, and a valid receipt by the Fund Recipient of the Funding Disbursement from the Funder.

ARTICLE 3. Economic benefits

Economic benefits are calculated per calendar day based on economic benefits per day as stated in Article 2 letter a above.

ARTICLE 4. Aim and Purpose of Use of Funds

- 1) Funding is provided by the Funder to the Fund Recipient based on the Agreement

This funding will be used entirely by the Fund Recipient for the following purposes and objectives:

- []
- 2) The Company, Funders or Related Parties will not be responsible for anything related to the use of Funding funds by Fund Recipients in the event that such use deviates from the aims and objectives as intended in paragraph 1 of this Article.

ARTICLE 5. Company Authority

- 1) The Funder authorizes the Company to arrange, provide and distribute Funding to the Fund Recipient (with the Funder's funds in the *Escrow Account* as regulated in Article 2 letter g of the Funding Agreement), in the interests of the Funder:
- a. Designing, negotiating, implementing and completing the Funding Agreement and submitting and processing risk mitigation claims and guarantees (if any), security agreements and other agreements related to the Funding Agreement including collection and receipt of Funding repayment from Fund Recipients, and other appropriate actions necessary for the implementation of the Funding Agreement;
 - b. collection and receipt of payments or repayment of Funding from Fund Recipients and including appointing another party to carry out collection, including in this case submitting orders or instructions (either conventionally, or by *automation* or *standing instruction*) to the partner bank that created the *Escrow Account* (with due observance of the provisions in the agreement between the Company and the partner bank that creates or provides the *Escrow Account*) in connection with the transfer of funds resulting from Funding payments from the *Escrow Account* to the Funding Bank Account;
 - c. opening an *Escrow Account* and/or *Virtual Account*, as well as other types of accounts at partner banks in the context of implementing the LPBBTI following the following matters which are reasonably necessary or required by the applicable laws and regulations as well as the policies of the relevant bank regarding the opening of the account, including receive, submit and sign and approve documents, forms, letters or provide information or information related to the Funder in the context of opening and utilizing the account in question;
 - d. distribute funds belonging to the Funder which are in the *Escrow Account* as identified through the Funder's *Virtual Account* to be addressed to the Fund Recipient selected by the Funder;
 - e. Submit an order for disbursement of funds to the Fund Recipient or an instruction (either conventionally, or by *automation* or *standing instruction*) to the partner bank that created the *Escrow Account* (taking into account the provisions in the agreement between the Company and the partner bank that created or provided the *Escrow Account*) in connection with book transfers and transfers Funding funds to Fund Recipients who have been selected by the Funding Provider for the purpose of distributing Funding as well as sending funds resulting from Funding payments from the *Escrow Account* to the Funding Bank Account;

- f. other related actions that are reasonably necessary for the implementation of the Funding Agreement, compliance with POJK 10/2022, related OJK circulars, applicable laws and regulations related to LPBBI, the Funding Agreement as well as fulfilling the Funder's rights and obligations based on the Funding Agreement.

2) The Funder hereby agrees and declares that every action, right, authority, decision and/or policy carried out or adopted by the Company in connection with the implementation of this Agreement is for and on behalf of and in the interests of the Funder. Companies are obliged to strive to fulfill the rights and obligations of Funders based on authority. The Funder hereby provides confirmation, approval and ratification of every action taken by the Company for and in connection with the implementation of this Agreement.

ARTICLE 6. Funding Repayment

Fund Recipients are required to repay the Funding no later than the last day of the Funding Period ("**Maturity Date**").

Repayment must be made by sending funds for payment and repayment of the Funding amount along with the economic benefits of Funding or sending from the Fund Recipient's Account to the Fund Recipient's *Virtual* Account provided in the application at the time of payment.

In the event that repayment and/or payment is not made in full or is made partially (partially) by the Fund Recipient, all repayment made in stages will be used to pay the Funding Late Payment Fee (if any), and will then be used to pay the economic benefits of Principal Funding, then will be used to pay Principal Funding. Any remaining payments that are not made in full will be charged a Late Fee in accordance with the provisions stipulated in this Funding Agreement.

In the event that repayment and/or payment is not made in full or is made partially (partially) by the Fund Recipient, the Company will forward the Funding payment to the Fund Provider in accordance with the provisions of the applicable laws and regulations.

A situation where the Fund Recipient has not or failed to pay off the Funding in full or only partially paid the Funding after the expiration or passing of the Due Date is recognized by the Fund Recipient as sole evidence of the occurrence of a "default" or failure of the Fund Recipient to fulfill its legal obligations without the need for a summons or notification letter to declare such negligence, so that the Company can exercise its legal rights against Fund Recipients based on this Funding Agreement, Privacy Policy and the Civil Code ("**Civil Code**").

For each receipt of payment funds, return and/or repayment of Funding based on the provisions of this Article 6 ("**Payment Proceeds Funds**"), the Company is obliged to credit and allocate the Payment Proceeds Funds received in the Fund Recipient's *Virtual Account* to the Escrow Account as referred to in Article 2.g This Agreement is as recorded on the Platform and recorded in the Funder's Account.

All bank fees and expenses arising in connection with any transfer or payment made by the Recipient of Funds to the Funder based on this Agreement will be borne by the relevant Party.

ARTICLE 7. Early Repayment

The Fund Recipient may repay the entire Funding amount or other costs . economic benefits Funding arising therefrom at any time before the end of the Funding Period ("**Early Repayment**"). In the event that the Fund Recipient makes Early Repayment, the Fund Recipient must notify the Company no later than 3 (three) days before the Early Repayment date. The company will then forward this information to the Funder.

ARTICLE 8. Accelerated Repayment

Fund Recipients are obliged to immediately pay off the entire amount of Funding along with the economic benefits of Funding, Late Funding Payment Fees, additional products (if any) and other costs arising therefrom if a breach of contract occurs as regulated in Article 17 of this Funding Agreement.

ARTICLE 9. Rights and Obligations of the Parties

The rights and obligations of the Parties in this Funding Agreement are as follows:

a. Beneficiary

1) Rights

- a) to receive and withdraw the amount of Funding as intended in Article 2 letter a, from the Funder;
- b) to receive any information from the Funder and the Company relating to the commercial aspects of the Funding, including the economic benefits of the Funding, Late Funding Payment Fees and other financial obligations (if any) on the Platform or Fund Recipient Account.

2) Obligations

- a) to pay and settle financial obligations related to Funding in a timely manner on the Due Date based on the provisions of the Funding Agreement;

- b) to use Funding funds as provided by the Grantor
Funds under this Funding Agreement are for legitimate purposes and do not conflict with applicable laws and regulations;
- c) pay off other financial obligations related to Funding such as Fees
Late Payment of Funding (if any) for late payment of Funding that has passed the Due Date;
- d) comply with the Terms and Conditions, Privacy Policy, **including permitting The company for and on behalf of the Funder contacts “Number Emergency Contact” as referred to in the Privacy Policy in the context of submitting a Request for Assistance when the Fund Recipient fails to repay the Funding on the Due Date and for other reasons in accordance with the provisions of the Privacy Policy;**
- e) fulfill all its obligations and the rights of the Funder and the Company under this Agreement and ensure full compliance with all the provisions of this Agreement;
- f) accept and agree if there is a withdrawal of funds or Withdrawal of Funding by the Funder (for reasons and reasons in accordance with the provisions) be willing to enter into and bind an agreement to continue Funding Services with another funder that has been agreed with the Company because this event does not invalidate Obligations of Fund Recipients for Funding. This process is carried out with prior notification from the Company to the Fund Recipient regarding the new Funder.
- g) To the extent required or required by legal provisions and statutory regulations, from time to time comply with all reporting requirements based on applicable regulations in Indonesia in connection with the agreement and implementation of this Agreement, including but not limited to ensuring that:
 - (i) The Fund Recipient has complied with and submitted these transaction reports, as regulated in Bank Indonesia Regulation No. 16/22/PBI/2014 dated 31 December 2014 concerning Reporting of Foreign Exchange Traffic Activities and Reporting of Activities for Implementing the Prudential Principle in Foreign Debt Management; Bank Indonesia Circular Letter No. 17/3/DSta/2015 dated 6 March 2015 concerning Reporting on Activities for the Implementation of Prudential Principles in the Management of Foreign Debt of Nonbank Corporations as amended and supplemented by Bank Indonesia Circular Letter 17/24/DSta/2015 dated 12 October 2015 (as applicable changed from time to time);
 - (ii) if required by Presidential Decree Number 39 of 1991 dated 4 September 1991 concerning Coordination of Management of External Commercial Funding State (as may be further amended), and its implementing regulations in force from time to time, a periodic report to the Foreign Commercial Funding Team/ PKLN regarding performance

foreign funding obtained in connection with the Agreement
This funding is provided; And

(iii) if required by Minister of Finance Decree No. KEP-261/MK/IV/5/1973 dated 3 May 1973 concerning Provisions for Implementing External Credit Acceptance
State as amended and supplemented by Minister of Finance Decree No. 417/KMK.013/1989 concerning Amendments to Article 2 of the Decree of the Minister of Finance No. Kep-261/MK/IV/5/1973 concerning Provisions for the Implementation of Foreign Credit Acceptance (as may be further amended), and its implementing regulations in force from time to time,

then a periodic report to the Ministry of Finance and/or Bank
Indonesia regarding foreign funding submitted from the effective date of
Funding Agreement and every subsequent 3 (three) months in connection with
this Funding Agreement;

- h) report to the Company any civil, tax or case disputes
crimes involving Fund Recipients;
- i) in good faith responding to any correspondence with the Company regarding collection of Funding
repayment, as well as providing accurate information and information from time to time to the Company
upon request
Company or as reasonably necessary for the implementation of the Agreement
This funding; And
- j) Does not transfer all rights, benefits and obligations under this Agreement
to other third parties.

b. Funders

1) Rights

- a) to receive Funding repayment following economic benefits Funding and
Late Funding Payment Fees (if any) from Fund Recipients in accordance with the provisions of this
Agreement;
- b) to charge a Late Funding Payment Fee to
Recipient of Funds as a consequence of the failure or negligence of the Recipient
Funds to pay off the Funding on the Due Date along with all financial obligations of the Fund Recipient
based on the Funding Agreement; And
- c) Contact the Fund Recipient's Emergency Contact Number in order to submit a Request for Assistance by
the Company when the Fund Recipient fails or neglects to pay the Funding along with the economic
benefits of the Funding on the Due Date in accordance with the provisions of the Policy

Privacy.
- d) Funders through the Company can make Funding Withdrawals by withdrawing Funders' funds before the
due date on certain funding products (if any) which provides the option to withdraw before the due date
(accompanied by appropriate reasons).

provisions and accompanying risks) as well as funds resulting from fulfilling the Fund Recipient's Financial Obligations are placed and held in an *Escrow* Account for the purpose of sending them to the Funding Bank Account.

2) Obligations

- a) Distribute the Funding amount to Fund Recipients;
- b) to provide clear and accurate information through the Company to Recipient of Funds on the Platform or Account Recipient of Funds related to the amount Funding, economic benefits Funding and costs and financial obligations for Other Fund Beneficiaries (if any);
- c) respond to reports or complaints from Fund Recipients regarding alleged collection of Fund repayment by the Company which is alleged to be intimidating, accompanied by threats of violence and/or in violation of applicable laws and regulations; And
- d) to carry out other obligations stipulated in this Agreement (including but not limited to the process of completing the transfer of Funding to other funders).

c. Liability companies

- a) Ensure the disbursement of the Funding amount to the Fund Recipient according to the provisions This Agreement;
- b) Ensure the re-delivery of funds from the Funding payment from the Recipient Funds to Funders;
- c) charge and accept Late Funding Payment Fees to Fund Recipient as a consequence of the Fund Recipient's failure or negligence to repay the Funding on the Due Date along with all of the Fund Recipient's financial obligations based on the Funding Agreement;
- d) Avoid abuse of the Funder's authority as regulated in Article 5 of this Funding Agreement which could or is actually detrimental Funders; And
- e) Ensure the appointment of another third party to carry out debt collection from Fund Recipients and fulfill the rights of Funders regarding the return of Funding based on this Agreement in the event that the Company ceases operations, its business activities are frozen and/or its registration letter or business permit is revoked by the Financial Services Authority for any reason. .
- f) The Company ensures that it is fully responsible for all impacts resulting from collaboration with third parties including but not limited to billing and/or other functions.

ARTICLE 10. Delay Period

- a. The Fund Provider agrees to permit and authorize the Company to issue a warning letter to the Fund Recipient after the Due Date to warn the Fund Recipient regarding the obligation to repay the Funding amount along with the economic benefits of Funding to the Fund Recipient's *Virtual Account* as stated in this Article 6, along with any Late Fees Funding payments that must be paid in connection with delays in repayment of the Funding must be paid at the same time as the repayment of the Funding and the economic benefits of the Funding.
- b. Calculation of Late Funding Payment Fees will continue to be calculated until the Total Funding Repayment amount is paid, while taking into account the Maximum Fees charged to Fund Recipients.

ARTICLE 11. Related Taxes and Other Fees

To the extent permitted by the provisions of applicable laws and regulations, all related taxes and other costs in connection with the distribution of the Funding amount will be borne by the Fund Recipient.

Value Added Tax (VAT) is calculated in accordance with the applicable tax provisions of economic benefits and will be paid on the Due Date.

ARTICLE 12. Transfer of Rights to Receivables by Funders

1. Funders can request to transfer rights to receivables to other third parties appointed by the Company ("**Assignment of Receivables**").
2. With the transfer of receivables, the third party receiving the transfer, by law, replaces the position of the Funder, including but not limited to the Funding Agreement, Funding Terms, as well as all changes related to the Funder in connection with the rights to the receivables.

ARTICLE 13. Representations and Warranties

The following representations and warranties are stated on the date of signing this Agreement and are valid until the end of this Agreement and are deemed effective when the Funding Agreement is subsequently agreed by the Fund Recipient to re-utilize Funding from the Funder through the Company on the Platform.

1. Funder's Representations and Warranties

The Funder represents and warrants that:

- a. The Funder has the capacity and has obtained all necessary approvals based on agreements with third parties as well as applicable laws and regulations to sign this Funding Agreement;
And
- b. The Funder is not declared bankrupt by a valid court decision,
binding and has permanent legal force in its original jurisdiction.

2. Statements and Guarantees of Fund Recipients

The Fund Recipient represents and warrants that:

- a. The recipient of funds is an individual who is at least 17 (seventeen) years old, sane and not under custody (*curatele*) based on the provisions of the Civil Code;
- b. The Fund Recipient is not and will not be involved in any criminal act either as a suspect or convict or in any dispute in the fields of civil, tax, labor and/or other disputes which may directly or indirectly affect the Fund Recipient's ability to implement the provisions of this Agreement;
- c. The Fund Recipient has and always has full legal capacity to enter into binding agreements with other parties, and has obtained the necessary approval to enter into this Agreement and carry out its obligations and fulfill the Funder's rights under this Agreement (including but not limited to obtaining the consent of the partner to enter into this Agreement – if the context requires or is required by law);
- d. All funding and financial obligations related to payment and repayment of debts with other funders, whether legal entities or non-legal entities or individuals (including but not limited to banks, finance companies and credit card companies) are not and will not be in arrears or past due tempo.
- e. All information, data (both personal and non-personal data) and documents and information submitted and submitted by Fund Recipients or accessed by the Company on the Company, Platform or Fund Recipient Accounts are and are always true, valid, accurate and accountable and do not constitute proceeds of fraud, forgery or violation of law or other third party rights;
- f. The Fund Recipient has acknowledged that the Fund Recipient has read and understood the entire contents of the Privacy Policy, agrees to be bound by and comply with it

Terms & Conditions and Privacy Policy; and know any legal consequences of the implementation of the Terms & Conditions and Privacy Policy.

- g. The recipient of the funds is the direct beneficiary (*beneficial owner*) of the funds received by the Fund Recipient based on this Agreement.
- h. Fund Recipients will comply with the provisions of the applicable laws and regulations in Indonesia regarding Anti-Money Laundering and Prevention of Terrorism Financing (APU-PPT) including not using funds received from Funders in contravention of the rules and regulations related to APU-PPT

ARTICLE 14. Promises of Fund Recipients

As long as there is a Funding amount, economic benefits of Funding and/or Late Fees Funding payments or other obligations under this Funding Agreement that are outstanding, remain outstanding and have not been paid, the Fund Recipient undertakes to:

- (a) perform all of its obligations under this Funding Agreement;
- (b) submit documents, information and information requested by the Company which are necessary for the implementation of the Funding Agreement, collection efforts Funding and repayment of Funding and other financial obligations of Fund Recipients;
- (c) will not bind oneself as a guarantor to guarantee the debt of an individual or other party, either in the form of a personal guarantee and/or providing assets from Recipient of Funds as collateral whether in the form of mortgage, fiduciary, pawn or other form;
- (d) will not submit an application to be declared bankrupt to the Commercial Court or submit an application for Postponement of Debt Payment Obligations (PKPU); And
- (e) comply with all provisions of statutory regulations and laws in force in the Republic of Indonesia.

ARTICLE 15. Processing and Use of Fund Recipient Information

- a. The Fund Recipient expressly agrees to the processing and use of personal data and information along with other documents from the Fund Recipient provided by the Fund Recipient to the Company or legally obtained and/or accessed by the Company, in connection with the Funding, for the purpose of implementing the provisions of the Funding Agreement and fulfilling rights Funders.
- b. The Fund Recipient expressly agrees to the collection and processing of personal data and information along with other documents about and/or related to the Fund Recipient, as well as to transfer such data, information and documents to other third parties as long as permitted by legal provisions and statutory regulations.

invitations, including but not limited to credit bureaus, government agencies and judicial and arbitration institutions.

ARTICLE 16. Transaction Track Record and Transparency

- a. The Company has the right to keep track records of transactions in the context of funding between Funders and Fund Recipients through the Platform for the purpose of carrying out the Company's business activities, reporting to authorized government institutions, and/or compliance with legal provisions and statutory regulations.
- b. The Company will ensure transparency regarding any information on the amount of funding, economic benefits of funding, late funding payment fees and other financial obligations of the recipient of funds to be accessed in the recipient's account.

ARTICLE 17. Event of Default

Each of the following events constitutes an event of breach of contract by the Recipient Funds (**"Default"**), regardless of the reason it occurred, and whether the event was intentional or unintentional, with all its legal consequences for the Fund Recipient, namely:

- a. One or more of the information, personal data, statements, warranties or other documents from the Fund Recipient is not true or accurate;
- b. The Fund Recipient uses Funding funds that are not in accordance with the Fund Recipient's aims and objectives as intended in Article 4 paragraph 1 of this Funding Agreement for legitimate purposes and do not conflict with applicable laws and regulations.
- c. The Fund Recipient is in a state of bankruptcy, has an obligation to postpone debt payments (PKPU), has a civil, tax or labor dispute with a third party, or is involved or in a criminal case or is subject to sanctions or penalties from any government institution or is subject to any payment obligations through a court decision and /or Arbitration institution;
- d. Fund Recipients transfer their rights and obligations based on or in relation to this Funding Agreement and its implementation to other parties;
- e. The Fund Recipient fails to repay the Funding amount and the economic benefits of the Funding on the Due Date;
- f. The Fund Recipient fails to pay off other financial obligations other than the Funding amount and the economic benefits of the Funding under this Agreement; and/or
- g. The Fund Recipient violates one or more of the provisions of this Agreement.

ARTICLE 18. Consequences of a Default Event

In the event of a breach of contract and the Fund Recipient fails to make repairs within 14 (fourteen) days, the Fund Provider may at its own discretion through Company, without any notification to or approval from the Recipient The Fund, and without limiting the Funder's rights under applicable law or under this Agreement to:

- a. Accelerate payment obligations and settlement of any or all obligations Fund Recipient finances based on the Funding Agreement;
- b. Dispatch employees, representatives or other parties appointed by the Company, to the location or place of residence or place of business of the Fund Recipient or the office where the Fund Recipient works to collect debts directly from the Fund Recipient;
- c. Contact the Emergency Contact Number related to the Fund Recipient as intended in Policy Privacy for submitting Requests for Assistance by the Company;
- d. Sending a summons from an advocate or lawyer appointed by the Company to the Fund Recipient;
- e. Initiate and file a civil lawsuit in a court of competent jurisdiction against Beneficiary;
- f. Reporting Fund Recipients to relevant government institutions, including but not limited to when making a police report to the police;
- g. Without affecting any financial obligations of the Fund Recipient based on the Agreement, transfer the Funder's claim rights against the Fund Recipient to another party with or without notification to the Fund Recipient (*betekening*) through the Fund Recipient's Account or other media determined by the Company, without requiring any approval from the Fund Recipient and hereby the Fund Recipient and the Fund Provider agree unconditionally and irrevocably to every right and exercise of rights related to the transfer of said claim rights to another party;
- h. Take such other actions and undertake other legal remedies to protect and enforce the Funder's and/or Company's rights under this Agreement.

Article 19. Notification

- 1) The Parties agree that all correspondence and notifications related to This agreement will be executed by the Company in writing via electronic mail (*e-mail*) or at the following address:

Email : cs@asetku.com
Contact center : 1500226

- 2) Notifications in this Agreement will be deemed to have been validly received if sent via electronic mail, when the Notification has been sent, provided that the Notification is sent on a Working Day and made between 09.00 WIB and 18.00 WIB. If the Notification is not sent at that time, then the Notification will be deemed to have been validly received at 09.00 WIB on the following Business Day (unless the representative of the recipient party has been notified before sending so that the Notification is deemed to have been validly received on the date and time when the status of the electronic mail shows sign has been sent); or
- 3) Funders and Fund Recipients have an obligation to submit and resolve User complaints through the Company's consumer complaint service before the complaint is submitted to another party.
- 4) If there is a change in the Company's electronic address details as intended in this Agreement, the Company will notify the other Party. If notification of such changes is not made, then the address stated in this Agreement is deemed correct and notification to that address is deemed valid.

ARTICLE 20. *Force Majeure*

- 1) Force Majeure is an earthquake, hurricane, flood, fire, landslide, general strike, industrial action or labor dispute, riot, war or threat of war, civil unrest, criminal or terrorist acts, rebellion, action or policy or government regulations, epidemics, endemics, epidemics, pandemics, telecommunications or utility failures, power outages, fires, explosions, physical natural disasters, and quarantine restrictions and other causes beyond the control of the Parties which directly affect the implementation of the Agreement by the Parties.
- 2) Neither Party shall be responsible for any delay or failure in the performance of any of its obligations under this Agreement, as long as such delay or failure is directly caused by a Force Majeure Event, provided that, the Party whose performance is hindered or delayed by the Force Majeure Event shall carry out any efforts in good faith to overcome or prevent a Force Majeure Event.
- 3) In the event of a Force Majeure Event as intended in Article 20 of this Agreement, the Party experiencing the situation must notify the other Party in writing, accompanied by supporting evidence, no later than 30 (thirty) calendar days after the incident.
- 4) If Force Majeure occurs for more than 30 (thirty) consecutive calendar days from the date of receipt of notification by a Party, the Parties may carry out negotiations to review the provisions or terminate this Agreement.

ARTICLE 21. Others

- 1) The Parties agree that every LPBBI transaction via the Platform based on this Agreement will be carried out in Rupiah currency.
- 2) If a provision in this Agreement is unenforceable, invalid, or contrary to a law or public policy for any reason, then the other provisions of this Agreement will not be affected and will remain in full force and effect to the extent permitted by statutory regulations. and applicable laws.
- 3) In the event of a difference, dispute, conflict or controversy ("**Dispute**") arising from or in connection with this Funding Agreement and/or its implementation, the Parties agree to resolve the Dispute by deliberation to reach a consensus within a period of 30 (thirty) days after receipt of written notification from a Party regarding the existence of a Dispute. If the Parties fail to resolve the Dispute by deliberation to reach a consensus within the said 30 (thirty) day period, then the Parties agree to submit and resolve the Dispute to the South Jakarta District Court.

The Company will in good faith seek to resolve disputes between Funders and Fund Recipients both inside and outside of court.

- 4) No amendment or modification of this Agreement is binding on any Party to this Funding Agreement unless such amendment or modification is made in writing and signed by the Parties to this Agreement.
- 5) All attachments and amendments to this Agreement constitute an integral part and an integral part of this Agreement.

For the avoidance of doubt, the Parties agree to waive the application of Article 1266 of the Civil Code, so that a court decision is not required to terminate this Agreement.

- 6) This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia.
- 7) This Agreement can be signed in copy. Each copy constitutes an original of this Agreement but all copies together constitute one and the same instrument.

ARTICLE 22. Validity of the Agreement

- 1) This Funding Agreement is accessed, understood and comprehended by the Fund Recipient at the time of submitting the Funding Application in the Fund Recipient's Account.
- 2) The Parties agree, submit and are bound by all regulations, policies, articles, provisions regulated in the Funding Agreement by:
 - a. Fund recipients provide a *check mark* (✓) in all boxes approval (*consent box*) in the Fund Recipient Account and then clicking "I have read, understand and agree to the Funding Terms and Agreement"

PT Pintar Innovation Digital Funding (**"Approval of the Agreement Funding"**);

- b. The Fund Recipient clicks on the message "I have Read, Understand and Agree" on the PT Pintar Innovation Digital Privacy Policy display after providing Approval to the Funding Agreement as referred to above (**"Confirmation of Approval to the Privacy Policy"**);
- c. The amount of funding approved by the Company has been sent to the Fund Recipient as notified by the Company in the Fund Recipient's Account after providing Confirmation of Approval to the Privacy Policy as referred to above.

(letters (a), (b) and (c) as referred to in this Article are hereinafter referred to as "Approval Procedures")

3) For the sake of clarity and transparency, this Agreement is valid and binding on the Parties on the Approval Date which is the date on which the Parties complete the Approval Procedure above, where the Approval Date is recorded and stored by the Company in its system as the sole evidence received by the Parties regarding the Approval Procedure has been completed.

4) For legal certainty:

(a) The Parties agree that the fulfillment and completion of the Approval Procedure above is the same as the fulfillment of the first condition for the validity of the agreement which is the "agreement of the parties to the agreement" as regulated in Article 1320 of the Civil Code and thus cannot be disputed and doubted and is valid evidence from the agreement of the Parties in this Funding Agreement.

(b) The Approval Procedure and the mechanisms related thereto in the Platform are qualified as Electronic Systems and Electronic Documents as regulated in Article 1 paragraph (4) and paragraph (5) of the ITE Law and are legally accepted as valid legal evidence based on Article 5 paragraph (1) The ITE Law is in the context of evidence of the Fund Recipient's approval of this Funding Agreement and is therefore legally accepted as part of civil evidence in Article 1865 of the Civil Code and is an addition to legal evidence in Article 164 of *the Herziene Indonesia Reglement* (HIR).

ARTICLE 23 MECHANISM FOR SETTLEMENT OF RIGHTS AND OBLIGATIONS

- 1) In the event that the Company is unable to continue its operational activities, the Company will continue to settle the rights and obligations of Funders and Fund Recipients that have arisen until all are resolved;
- 2) The Company will notify *the action plan* for resolving the rights and obligations of Funders and Fund Recipients which has been approved by the Financial Services Authority
- 3) Settlement of rights and obligations as stated in paragraph (1) above will be carried out in a manner and within a time period in accordance with the provisions of the applicable laws and regulations.

THEREFORE, this Funding Agreement:

- a. It is agreed by the Company and the Fund Recipient that the Approval Date is the date on which the Approval Procedure as referred to in Article 22 of this Funding Agreement regarding "Validity of the Agreement" is completed and that the Approval Date is recorded and stored by the Company in its system for the purpose of evidence in the competent court or against relevant government authorities in connection with the Fund Recipient's binding to the Funding Agreement.
- b. Agreed and signed by the Parties electronically on the Platform by fulfilling the requirements for the validity of the Agreement in Article 1320 of the Civil Code (Civil Code) after fulfilling the Approval Procedure as described in Article 22;
- c. Applies as valid legal evidence based on Article 5 paragraph 1 of the ITE Law and is a form of additional legal evidence to the legal evidence regulated in Article 164 of the *Het Herziene Indonesisch Reglement* (HIR);
- d. Recorded, recorded and stored by the Company along with the flow of approval by the Fund Recipient on the Platform is accepted by the Parties as sole evidence of the Fund Recipient's approval and binding of this Agreement; And
- e. The Company will provide attachments that have been filled in (*auto-filling*) to Fund Recipients on the Platform to provide clarity for Fund Recipients regarding their rights and obligations under this Agreement and are an inseparable and interrelated part of this Agreement.

Jakarta, date ()

Signed
Electronic



[Funder]

[Beneficiary]

Attachment 1

No. Agreement: []

Date : []

ATTACHMENT 1

PRIVACY POLICY

The Fund Recipient is aware that the Funder will not approve the distribution of Funding to the Fund Recipient without the Fund Recipient agreeing to and complying with the Privacy Policy.

Violation of this Privacy Policy is a violation of law which gives rise to the right for Funders through the Company to take legal steps and remedies to ensure the fulfillment of their rights and the implementation of Fund Recipients' obligations.

This Privacy Policy has been created to safeguard, protect and maintain the privacy and confidentiality of our Platform Users. Users or potential Users are expected to read this Privacy Policy carefully before using the Services provided through the Platform. By accessing and using the Services on the Platform, Users acknowledge that they have read, understood and agreed to the contents written in this Privacy Policy.

ARTICLE 1

DEFINITION/INTERPRETATION

1. DEFINITION

In this Privacy Policy, other than as specified elsewhere in this Privacy Policy, the following terms will have the definition, meaning and interpretation as provided below.

"Organizer" is an Indonesian legal entity that provides, manages and operates LPBBTI both conventionally and is licensed and supervised by the Financial Services Authority.

"You" with grammatical variations and cognate expressions, refers to the Fund Recipient, Funder or other person who uses the Platform and/or Services whether registered on the Platform or not.

"Personal Data" includes all data, information, information and documents, both electronic and non-electronic but other than Emergency Numbers, from or regarding Users (both Fund Recipients and Funders, according to the context) and/or parties related to Users (including but not limited to the User's family, colleagues, employees, companies or service providers, if required) received or accessed My Assets from Users, proposed, given or disclosed by Users for My Assets, according to the consent of the User concerned and stored and managed in connection with providing Services on the Platform and in the context of using the Services on the Platform by Users. The Operator can only access, obtain, store, manage, process and/or use User Personal Data after obtaining consent from the User.

"Failure to Pay" is an event where the Fund Recipient has violated the terms of Funding payments, along with interest, fines, and other financial obligations based on the Funding Agreement, for any reason, either intentionally or negligently, including, among other things, violating the schedule and/or amount of Funding payments as regulated in the Funding Agreement and its amendments from time to time (if any).

"We" or **"AsetKu"**, used according to the context, is PT Pintar Innovation Digital, known by the trademark **"AsetKu"**, which is a financial technology company that carries out LPBBTI business activities through the Platform based on POJK No. 10/2022 to provide

Funding for Fund Recipients. We or AsetKu include employees and legal representatives of AsetKu.

"Services" are financial services in the form of providing a platform by AsetKu to bring together Funders and Fund Recipients in order to carry out LPBBI activities related to the distribution of Funding to Fund Recipients.

"LPBBI" is an Information Technology-Based Joint Funding Service, or known as *peer-to-peer lending*, to distribute funding from Funders to Fund Recipients in accordance with the terms, conditions and implementation regulated in POJK No. 10/2022.

"Emergency Number" is the individual contact number specified by the Fund Recipient when submitting an application to obtain Funding from the Company via the Platform as a number that the Company can, has the right to and will contact when the Fund Recipient has been categorized as Default.

"Inactive Emergency Number" is as intended in Article 3.4 of the Policy
This privacy.

"Platform" is the site and/or *mobile* version of the site created, owned and operated by AsetKu which is currently located at and can be accessed at the URL www.asetku.co.id following changes to that URL from time to time.

"Funding Provider" is a party registered on the Platform to provide funding in the form of providing and distributing Funding to Fund Recipients through the Platform.

"Fund Recipient" is a party registered on the Platform to receive funding in the form of Funding from Funders through the Platform.

"Users" are Funders as parties to the Funding Distribution Agreement and Fund Recipients as parties to the Funding Agreement registered on the Platform.

"Funding Distribution Agreement" is an agreement between AsetKu and the Funder for the distribution of Funding funds from the Funder to the Beneficiary
Funds via the Platform.

"Funding Agreement" is a written agreement agreed between the Funder, AsetKu and the Fund Recipient which regulates, among other things, the rights and obligations of the Funder and the Fund Recipient, the terms and conditions for the distribution of Funding from the Funder through AsetKu to the Fund Recipient, and mechanisms and Powers of Attorney, procedures refund or payment of funding along with changes, extensions and attachments.

"Perkominfo No. 20/2016" is the Minister of Communication and Information Technology Regulation Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

"Funding" is a funding facility (including interest, fines and other financial obligations) from the Funder which is distributed by the Funder to the Fund Recipient through the Platform based on the Funding Agreement.

"POJK No. 10/2022" is Financial Services Authority Regulation Number 10/POJK.05/2022 concerning LPBBI along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

"ITE Law" is Law no. 11 of 2008 concerning Electronic Information and Transactions as most recently amended based on Law no. 19 of 2016 along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

"PDP Law" means Law no. 27 of 2022 concerning Personal Data Protection along with

all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

SECTION 2 INTRODUCTION

- 2.1 By applying for Funding and obtaining Funding from Funders through AsetKu based on the Funding Agreement and as long as the Fund Recipient is still a party to each Funding Agreement and has financial obligations according to the terms of the Funding Agreement, the Fund Recipient is deemed by law to have agreed to all the provisions of this Privacy Policy, especially the provisions regarding the use of the Emergency Number as regulated in Article 3 and all its legal consequences voluntarily, without coercion or fraud and without the need for any formality or fulfillment of any procedures to enforce this provision legally.
- 2.2 The Fund Recipient's approval as referred to in Article 2.1 above, remains in effect unconditionally and irrevocably until the end of the legal agreement along with all financial obligations of the Fund Recipient based on the Funding Agreement.
- 2.3 Electronic Fund Recipient Approval as intended in Article 2.2 above is:
- (a) equated with agreement as intended in Article 1320 of the Civil Code as a condition for the validity of an agreement;
 - (b) qualified as valid legal evidence based on Article 5 paragraph 1 of the ITE Law; And
 - (c) is an instrument of evidence that is accepted as part of the concept of civil evidence in court according to Article 1865 of the Civil Code.
- 2.4 My Assets can only access the camera, location, and microphone on your device.
- 2.5 AsetKu has prioritized transparency and intensive presentation of the contents of this Privacy Policy, including the use of Emergency Numbers in the application submission process as regulated in Article 3 of this Privacy Policy, so that Fund Recipients are deemed to have carefully understood the contents of the Privacy Policy, as absolutely proven by the receipt of Funding. by Funding Recipients through the Platform.
- 2.6 With the implementation of provisions regarding the use of Emergency Numbers as regulated in Article 3 of this Privacy Policy, AsetKu expects:
- (a) Fund Recipients become good consumers by fulfilling their promises and commitments to pay off Funding based on the Funding Agreement, as AsetKu has carried out its responsibility to find and disburse Funding efficiently, safely and effectively to Fund Recipients with all transaction track records and Application submission process flow Requests recorded on the AsetKu information and technology system; And
 - (b) Fund Recipients are consumers who have good faith in carrying out their responsibilities to pay off Funding in a timely and complete manner without being involved in any disputes related to Default with AsetKu, but all of the Fund Recipient's financial obligations related to Funding can be fulfilled and completed so that Fund Recipients can be categorized as a responsible recipient of funds (*responsible borrower*) in responsible lending and borrowing activities (*responsible lending*) that complies with legal provisions and statutory regulations.
- 2.7 Users must understand the transactions and contents of the LPBBTI agreement, including the upper limit of Funding facilities adjusted to the User's ability to carry out transactions.
- 2.8 All funding risks arising in LPBBTI transactions are fully borne by the Funder. AsetKu is responsible in the event of negligence or errors caused by the Organizer and causing losses to the Funder"

- 2.9 LPBBI's business activities are subject to all provisions of laws and regulations related to LPBBI.

ARTICLE 3 PERSONAL DATA

Use of Personal Data

- 3.1 While using the Service, we have the right to request, obtain, collect, store, manage and use your Personal Data obtained through processes including but not limited to filling out forms or *online* data contained on the Platform, information about devices, visits and use of the Platform when the User accesses the Platform, and other information obtained via the Platform, e-mail, telephone or other media (if necessary).
- 3.2 Asetku will request, obtain, collect, store, manage and use your Personal Data including but not limited to:
- (a) Personal Data in the form of user information, including, but not limited to, name, address, telephone number, email address, date of birth, occupation whether stated on an identity card or other media, financial records, financial details and history. This can be obtained from other personal data that users share with Asetku via the Application and/or Website or contained in correspondence between users and Asetku either via email or physical mail;
 - (b) Signature specimen;
 - (c) Data that you provide when carrying out transactions and/or using the Asetku Services available on the Asetku Site and Application;
 - (d) Information or data that you provide through the site and application, or related third party applications, based on your consent to the site and application or related third party applications to the extent permitted by applicable legal provisions;
 - (e) Information or data contained in correspondence between you and Asetku via email or physical mail correspondence;
 - (f) Information or data that you provide when submitting criticism and suggestions or complaints to Asetku;
 - (g) Information or data contained in your decision with consent if You decide to register for the Asetku service or product
 - (h) Your review or opinion of Asetku's services and products; And
 - (i) All information or data that you provide to Asetku voluntarily from time to time to time.
- 3.3 You hereby give your consent that we have the right to request, obtain, collect, process, store and use the Personal Data that you provide through the Platform which will be used by us (including third parties who are bound by other agreements with us), with the intent and purposes including but not limited to, for the following purposes:
- (a) assessment, analysis, verification, validation or examination of (i) applications or applications for obtaining Funding; (ii) process or application for registration as a Funder or Fund Recipient; and/ or (iii) your profile;
 - (b) carry out risk assessments, statistical and trend analysis and planning, including carrying out data processing, statistical, credit, risk and anti-money laundering analysis, creating and managing credit assessment models, conducting credit and other background checks and reviews, and keeping history your credit and your authorized attorney for current and future reference;
 - (c) managing Asetku's relationship with you which may include providing you with information about the Platform and enabling you to use the Services provided by the Platform;
 - (d) send notifications via e-mail to you;

- (e) contact you regarding your request;
- (f) prevent and detect fraud, including but not limited to the use of voice detection technology to analyze recordings of your telephone conversations with us;
- (g) for our general business purposes, for example to verify your identity and your credit reputation;
- (h) identify you when you contact us or visit the Platform.
- (i) send marketing and non-marketing commercial communications to you;
- (j) send e-mail notifications or newsletters if previously requested by you;
- (k) provide sufficient information on the Platform to identify you to Funders and/or Fund Recipients;
- (l) allow you to participate in our interactive features services;
- (m) allow banks, financial bodies or authorized third parties to perform limited checks on your status in our database or the Services;
- (n) deal with inquiries or complaints made by or about you in connection with the Platform and stored to prevent fraud;
- (o) verify your compliance with the terms and conditions regulate the use of the Platform;
- (p) survey, research, evaluation and/or development of products or services by AsetKu or interested related parties;
- (q) management of the User's escrow account to the escrow account provider ;
- (r) carry out anti-money laundering and prevention of terrorism funding checks in financial services sector;
- (s) fulfill the legal, regulatory and compliance requirements that apply to AsetKu and its Platform and Services based on applicable laws and comply with any applicable agreements in connection with the implementation of the Services;
- (t) carry out orders or policies of government, regulatory bodies or authorized agency;
- (u) notify you about changes to the Platform and Services.

3.4 Personal Data submitted by you to us for the purpose of publication on the Platform will be used for that purpose in accordance with the consent you have given to us and protected in accordance with our internal operational standards and procedures (SOP) regarding personal data protection.

3.5 We may disclose your Personal Data when:

- (a) required by statutory regulations;
- (b) there are ongoing or imminent legal proceedings;
- (c) there are allegations of criminal acts including but not limited to criminal acts fraud or money laundering;
- (d) required by the authorized agency or party; or (e) already obtain your written consent.

3.6 If you provide us with false or inaccurate information, or we suspect fraud, we may record this in your credit history and share the information with the appropriate legal entities or regulatory authorities and/or fraud prevention agencies.

3.7 Users guarantee the authenticity of all documents submitted. For any falsification of documents or other criminal acts committed by Users, AsetKu can take legal action including processing the action in question to the competent authorities.

Storage of Personal Data

3.8 All Personal Data that you provide and/or we receive is in accordance with the Policy

Privacy is stored safely in the territory of the Republic of Indonesia.

3.9 The storage of User Personal Data by AsetKu is for the shortest period of 5 (five) years or as long as necessary to protect the interests of AsetKu as deemed necessary or when required by law.

Personal Data Security

3.10 We will take all reasonable steps and actions to prevent loss, misuse or alteration of your Personal Data by unauthorized parties.

3.11 We further guarantee that all your Personal Data information submitted to us will be stored on our secure servers. Our security systems meet industry standards and we constantly monitor internet developments to ensure our systems develop as required. We also test our systems regularly to ensure our security mechanisms are always up to date and we fully comply with applicable laws and regulations regarding data protection in Indonesia.

3.12 Despite the steps and precautions we take, we cannot provide full guarantees regarding the security of all forms of data sent to us via the internet where other parties take or use us unlawfully and without our permission. We will do our best to limit access to Personal Data by unauthorized parties.

3.13 When registering on the Platform, you are asked to create your own personal password. You are responsible for maintaining the confidentiality of the password. We urge you not to share or share your password with unauthorized parties. Unless you want to log in to the Platform, we will never ask for your password.

Return and Destruction of Personal Data

3.14 Destruction of your Personal Data can only be carried out if:

- (a) has passed the provisions for the storage period of Personal Data, namely 5 (five) years or in accordance with the provisions of statutory regulations;
- (b) at your request, unless otherwise provided by the terms rules legislation.

3.15 Destruction as in Article 3.12 includes removing part or all of the documents related to your Personal Data that we manage so that the Personal Data cannot be displayed again in the electronic system unless you provide new Personal Data.

Changes to Personal Data

3.16 We understand that you may need to update or correct your information from time to time. When information updates are required, Users can submit a written request via e-mail to Us and provide Us with the relevant details.
We will help update and/or correct your information for you if we deem such changes necessary.

Return and Deletion of Personal Data

3.17 Users have the right to return the Personal Data that has been provided to them following requirements:

- (a) is not currently bound by an agreement relating to the provision of Services on the Platform, either a Funding Distribution Agreement or a Funding Agreement;
- (b) has no rights in connection with the provision of Services on the Platform, including but not limited to the right to claim for returns, repayment and settlement of receivables;
- (c) has no obligations, financial responsibilities, debts or similar matters regarding the provision of Services on the Platform;
- (d) not in the process of submitting an application for obtaining funding following the process

verification and assessment of the application by AsetKu; And
(e) is not registered as an active User of the Platform (has deactivated his account).

- 3.18 Requests for the return of Personal Data are submitted to us via e-mail **cs@asetku.com** by including valid proof of identity (copy of identity card or passport) along with the reason for returning the Personal Data.
- 3.19 Users have the right to request deletion of Personal Data from AsetKu by providing written notification no later than 3 (three) working days before the desired deletion date, stating the type or form of Personal Data for which deletion is requested, provided that the Personal Data to be deleted includes Personal Data which is proven to have been obtained from, has been requested or required by AsetKu. Data deletion provisions

This activity must be carried out in accordance with the provisions of Perkominfo No. 20/2016

ARTICLE 4 USE OF EMERGENCY NUMBERS

Purpose of Using Emergency Numbers

- 4.1 The Emergency Number entered by the Fund Recipient during the process of submitting an application for obtaining Funding ("**Application Application**") will be used by AsetKu specifically to contact the owner of the relevant Emergency Number when the Fund Recipient is in a state of Default.

My Asset Rights Call the Emergency Number

- 4.2 As an absolute condition for utilizing Funding through the Platform, the Fund Recipient hereby permits AsetKu without requiring approval from any party, to contact the party as the owner of the Emergency Number ("**Emergency Number Owner**") in the event that the Fund Recipient is in a state of Default, as may be notified by My Assets, for the purposes of:

- (a) search for or trace the whereabouts of the Fund Recipient in the event that the Fund Recipient has not paid off the Funding and the Fund Recipient cannot or is difficult to contact via the Fund Recipient's cellular telephone number which is registered and recorded on the Platform during the Application Application submission process;
- (b) request assistance from the Emergency Number Owner to remind the Fund Recipient to pay and repay Funding; and/or
- (c) ask the Emergency Number Owner to convey a message from AsetKu in connection with fulfillment of Funding repayment obligations and conditions of Default.

- 4.3 AsetKu will contact the Emergency Number Owner for the above purposes either via, among other things, direct telephone, SMS (*Short Message Service*), BlackBerry *messenger*, WeChat, or Whatsapp and other methods as determined by AsetKu from time to time.
In corresponding with the Emergency Number Owner, AsetKu will avoid all forms of intimidation, threats or other violations of law, including in this case not sending photos of Fund Recipients to the Emergency Number Owner.

Anticipatory Steps Against "Inactive Emergency Numbers"

- 4.4 The Emergency Number entered by the Fund Recipient in the application submission process so that it is recorded on the Platform is considered a "**Non-Active Emergency Number**" if the Emergency Number is:
- (a) not even raised, obtaining a response or response;
 - (b) not registered, inactive, not functioning or permanently no longer in use; and/or
 - (c) has changed hands to another third party who is not related to the Fund Recipient or has been used by another party who claims not to know the Fund Recipient.

Release of Liability for My Assets

- 4.5 The Fund Recipient hereby releases, defends and does not harm and indemnify AsetKu and/or the Fund Giver (including employees, directors, commissioners, shareholders, representatives, proxies, agents and/or affiliates) from any losses, expenses, costs or costs arising from or in connection with:

- (a) disputes with third parties regarding Emergency Numbers for any reason or causes of dispute;
- (b) violation of the rights or losses of a third party or any party related to Number
Emergency;
- (c) sanctions, investigations or probes, probes, inspections or audits or any consequences of or related to violations of
legal provisions and/or statutory regulations, government policies and/or decisions of any judicial or arbitration body
as a result of or in connection with the implementation of AsetKu's rights in these provisions or attempts to contact,
access, search, obtain and/or utilize the Emergency Number.

ARTICLE 5 USER RIGHTS

In connection with the use of Services on the Platform, the User has the right to:

- (a) regarding the confidentiality of Personal Data and Emergency Numbers;
- (b) submit a complaint in the context of resolving Personal Data disputes regarding failure
protection of Personal Data by us to the Minister;
- (c) get access or the opportunity to change or update their Personal Data without disrupting the Personal Data management
system, unless otherwise determined by statutory provisions;
- (d) obtain access or the opportunity to obtain historical Personal Data that has been submitted as long as it is still in accordance
with the provisions of laws and regulations;
- (e) request the destruction of Personal Data that we maintain, unless otherwise specified by
the provisions of the legislation; And
- (f) determine the confidential and non-confidential classification of Personal Data (if required).

ARTICLE 6 WAIVER OF LIABILITY

6.1 You agree not to hold us liable for any breach, violation or non-compliance with the Privacy Policy or Personal Data
protection in the following situations:

- (a) where an act of nature or unforeseen circumstances has occurred, resulting in damage, damage or destruction of
equipment and/or machinery used to secure, store or process User Personal Data;
- (b) where the Personal Data was available or could be discovered by the public before the Personal Data
or such information is submitted to us;
- (c) where after every reasonable effort and effort has been made by us to verify, secure and protect the data and personal
information we provide, there is unauthorized access, *hacking*, misuse, modification, change, interference;
- (d) regarding the accuracy (except Personal Data which has been verified by AsetKu in accordance with its policies),
validity, legality and completeness of your Personal Data and is not obliged to notify you or any party regarding this
unless legally required; and/or
- (e) where the misuse of Personal Data and information is caused by a crime, fraud or any criminal act or wrongful action of
a third party that is not under our control or instructions.

6.2 We will make reasonable efforts to notify you in writing via e-mail if there is a failure to protect the confidentiality of Personal
Data in the management of the Platform either caused by us or when we find out about it from the third party managed

with the following notification provisions:

(a) by including the reasons or causes for the failure of secret protection

Personal data;

(b) written notification via e-mail to you no later than 14 (fourteen) days after the failure becomes known;

(c) provide a contact person who is easy for you to contact regarding Data management

Personal.

ARTICLE 7 COOKIES

7.1 By visiting and using the Platform, you acknowledge that cookies may be installed on your device. Cookies are files that record information such as site browsing traces from a device or to collect internet log information and visitor behavior information. When you visit this Platform again, cookies will make it easier for us to customize content according to your needs. These cookies do not track individual User information, and all of our cookie data is encrypted and cannot be read by other Platforms.

7.2 Even though your computer device will automatically accept cookies, you can choose to make modifications through your search site settings, namely by choosing to reject cookies by deleting the cookies installed on your device at any time by configuring your search site software.

You may not benefit from some Services on the Platform if cookies are deleted or prevented from being installed on your device.

ARTICLE 8 PRIVACY POLICY CHANGES

8.1. This Privacy Policy may be changed and/or updated from time to time. When we do, we will update and publish the most current version of this Privacy Policy on the Platform.

8.2. You are advised to carefully read and check this Privacy Policy from time to time to stay informed of the latest changes in this Privacy Policy.

8.3. We may notify you about changes made to this Privacy Policy via e-mail to your registered e-mail address.

8.4. By continuing to access and use the Platform and Services, the User deemed to agree to the changes in this Privacy Policy

ARTICLE 9 PROHIBITION OF USE OF SERVICES AND INFORMATION MINORS

The services provided by AsetKu cannot be used and/or are prohibited from being used by minors (as determined based on Applicable Law). AsetKu also does not intend to provide Services through the Application for minors and will not or intentionally collect personal data related to minors.

The User or prospective User hereby confirms and guarantees that the User or prospective User is of legal age (as determined based on Applicable Law) and has the capability to understand and accept the provisions of this Privacy Policy.

If the User or prospective User is a parent or legal guardian of a minor, then they must not allow or prohibit minors under their supervision from using the Application and/or sending personal data to AsetKu.

In the event that personal data regarding minors is disclosed to us, whether intentionally or unintentionally, the user or prospective user declares that they are fully responsible for the action and release us from all forms of liability.

responsibility and legal consequences for disclosure of such data by Users or prospective Users, and we will be able to refuse and/or take necessary action based on the policies and provisions that apply to the disclosed data.

We are not responsible for unauthorized use of the Asetku Application services by Users or prospective Users, therefore Users or prospective Users can only act for and on their own behalf. It is the responsibility of the User or prospective User to make a decision based on the information that the User or prospective User owns regarding the use of services in the Asetku Application and take the necessary steps to prevent misuse of the Service in the Asetku Application which is not carried out by the User or user candidate.

ARTICLE 10 OTHER

We have prepared this Privacy Policy in accordance with applicable laws and regulations including but not limited to POJK No.10/2022, Perkominfo No. 20/2016 and the PDP Law.

ARTICLE 11 CONTACT

If you have questions, comments and requests regarding the Privacy Policy, you can direct them to our Data Protection Officer at the email address cs@asetku.com loan@asetku.com or through the consumer complaint service available on our platform. The organizer does not charge any fees to users for complaint service.

Appendix 2

No. Agreement: []

Date : []

APPENDIX 2

Funder Transaction Description

This attachment will be updated automatically and periodically every time there is a Funding transaction. Attachment 2 is an inseparable part of the Funding Agreement.

Funders	Distribution Agreement Number Funder Funding

Funding Agreement

Appendix 3

No. Agreement: []

Date : []

APPENDIX 3

Funding Transaction Information

This attachment will be updated automatically and periodically every time there is a funding transaction. Attachment 3 is an inseparable part of the Funding Agreement.

Agreement Number Funding Distribution	Date Funding	Date End Funding	Tenor	Funding Amount	Estimated Amount Paid by Recipient Funds on Due Date Temporary (including tax)

Funding Agreement

FUNDING AGREEMENT

[

]

This Funding Agreement ("**Funding Agreement**" or "**Agreement**") was made and agreed on the date on which the Approval Procedure as intended in Article 22

This Funding Agreement is completed on the Platform ("**Agreement Date**") by and between:

1. [], a limited liability company established under State Law Republic of Indonesia, with Business Registration Number [], whose legal domicile is in [] as [] in this case is represented by [] in this case acting for and on behalf of

The Board of Directors represents [

]

Therefore, he has the right and authority to enter into a Funding Agreement and implement a Funding Agreement (hereinafter referred to as **the "Funding Provider"**)

Every information and statement regarding the Funder, including identity information and other information, is recorded and stored on the Platform with a Number Unique Identification (Unique Identification Number or UID) []; and

2. [], Indonesian citizen, born in [], on [], residing at [], owner of Identity Card [KTP] No. []. Therefore has the right and authority to enter into a Funding Agreement and implement a Funding Agreement ("**Fund Recipient**") Every information and information regarding the Fund Recipient, including identity information and other information, is recorded and stored on the Platform with an Identification Number (Unique Identification Number or UID) [Unique

]

The Fund Provider, Company and Fund Recipient are hereinafter referred to individually as **the "Party"**, and collectively referred to as **the "Parties"**.

INTRODUCTION:

- a. The Company is a limited liability company which operates in the field of Information Technology-Based Joint Funding Services ("**LPBBI**") through a Platform based on Financial Services Authority Regulation Number 10/POJK.05/2022 concerning Information Technology-Based Joint Funding Services ("POJK 10/2022"), namely PT Pintar Innovation Digital (Company) which is located at Sequis Tower Floor 18 Unit 1-7, Jalan Jendral Sudirman No. 71, South Jakarta, 12190, where the Company acts as an intermediary to bring together Funders and Fund Recipients in the context of distributing Funding from Funders to Fund Recipients through the Company's Platform;
- b. The Fund Recipient has submitted an application and Application to obtain Funding which has met the requirements set by the Company based on POJK 10/2022 and the company's assessment and applicable laws and for which the Funder agrees to provide Funding to the Fund Recipient.

c. The Funder agrees to provide Funding to Fund Recipients whose applications and Funding requests have met the requirements set by the Company based on POJK 10/2022 and the company's assessment and applicable laws.

d. The Funder has agreed to provide the Funding to the Recipient
Funding is based on the terms of this Funding Agreement.

For and taking into account the matters described above, the Parties to this Funding Agreement agree to the following provisions.

ARTICLE 1. Definition and Interpretation

Unless expressly stated otherwise, all terms defined in this Agreement have the following meanings:

"Fund Recipient Account" is the personal account of the Fund Recipient opened and provided by the Company on the Platform where the Fund Recipient can, (i) submit a Funding Application and submit a new Funding Application after the previous Funding has been paid off; (ii) download the required documents and provide other required information regarding the submission of Funding Applications; and (iii) know the terms and schedule for required Funding repayment as well as the amount of outstanding Funding payments.

"Funding Account" is the Funding Account on the Platform which is used by the Funding Provider based on the terms and conditions of the Platform and this Agreement to select Fund Recipients to whom Funding can be channeled by the Funding Company through the Company based on the Agreement, including checking the amount of the Funding Funder's funds in Escrow Account, payment schedule or repayment of Funding by Fund Recipients and information regarding delays in repayment or payment of Funding by Fund Recipients.

"Funding Application" is an application for obtaining Funding, namely information or information written or electronically via the Platform submitted by Potential Fund Recipients to the Company to obtain Funding from Funders based on a Funding Agreement.

"Company Assessment" is the process of assessment and analysis by the Company of Funding Applications and Potential Fund Recipient Candidates in accordance with procedures, criteria and requirements determined by the Company in order to assess the creditworthiness of Potential Fund Recipient Candidates to obtain Funding.

"Working Day" is a day other than Saturday, Sunday and national holidays in Indonesia, on which banks in Jakarta are open to conduct business activities.

"LPBBTI" is an Information Technology-Based Joint Funding Service provided by the Company through the Platform for Potential Fund Recipients who wish to submit a Funding Application to obtain Funding.

"Related Parties" are directors, commissioners, employees, management, shareholders, affiliates, proxies and/or representatives of the Company, including in this case the Funders and their families.

"Request for Assistance" is the Company's action of contacting the Emergency Contact Number as intended in the Privacy Policy for failure or failure of the Fund Recipient to pay the Funding amount and economic benefits of Funding on the Due Date **where the individual contacted as the owner of the Emergency Contact Number will be asked for assistance by the Company or a party appointed by the Company to help the Company remind**

Fund recipients are required to immediately pay off outstanding debts based on the Funding Agreement, provided that the request is carried out in accordance with applicable laws and regulations in Indonesia, including but not limited to the absence of coercion on the party concerned and submitted without any form of violence or intimidation in any form. .

"Potential Funding Recipients" are parties who wish or will receive Funding and therefore have submitted a Funding Application for Company Assessment.

"Funding" is funding or funding facilities from Funders (including the economic benefits of Funding and/or other costs including late fees as stated in Article 2 letter a) with a concept or scheme and the amount of Funding determined by the Company as stated on the Platform and Article 2 letter a This Funding Agreement, which is distributed by the Funder to the Fund Recipient through the Company based on the Funding Agreement.

"Platform" is (a) the web portal and/or mobile version of the web portal created, owned and operated by the Company which is currently located at and can be accessed at the following URL: www.asetku.co.id along with changes to that URL from time to time; and/or (b) mobile application from www.asetku.co.id which is created, owned and operated by the Company, including iOS and Android including changes from time to time and has been registered as an Electronic System Operator with the Ministry of Communication and Information of the Republic of Indonesia.

"Participation" means the amount of the Funder's funds in the Funder's Escrow Account distributed to Fund Recipients based on the Funding Agreement, where The Funder has determined a specific amount to be distributed as part of the Funding disbursement funds for the Fund Recipients selected through the Funder's Account.

"Funding Withdrawal" means the action of the Funder through the Company to request a withdrawal of the Funder's funds at any time before the maturity date on certain funding products that provide options in accordance with these provisions (including reasons in accordance with the terms, conditions and risks attached thereto).). Submissions for Funding Withdrawals can be made over a period of time

as well as time limitations that are in accordance with the provisions of the product chosen by the Funder and result in the termination of the Funding Agreement and the Fund Recipient re-binding themselves to the Funding Agreement with another Funder.

"POJK 10/2022" means Financial Services Authority Regulation Number 10/POJK.05/2022 regarding Information Technology Based Joint Funding Services as amended, amended, modified or supplemented from time to time.

"Crowdfunding Process" is the process of collecting participation from Funders registered on the Platform and bound by each funding distribution agreement in the context of distributing funding to Fund Recipients based on the Funding Agreement, where the funds successfully collected will be distributed to Fund Recipients selected by the Funder .

"Escrow Account" is a checking account as referred to in POJK 10/2022 which must be used in LPBBTI transactions between Funders and Fund Recipients which includes virtual accounts and is provided based on an agreement between the Company and the bank providing the Escrow Account, which in this case is made at the bank in the name of the organizer which is a deposit and is used for certain purposes, namely receipts and expenditures from and to Fund Recipients and/or Funders (according to the context) either for or related to the delivery of Funding and receipt of Funding repayment based on the Funding Agreement.

"Virtual Account" is the identification number of the Fund Recipient and/or Funder (end user) which is included in or part of the Escrow Account, and is created by the bank, with the aim of identifying receipts to an account.

"Funding Bank Account" is the personal bank account of the Funding Provider where the funds placed in the Escrow Account originate and become the final destination account for the return of Funding funds from the Fund Recipient.

"Terms and Conditions" are the terms and conditions as stated on the Platform.

"ITE Law" means Law of the Republic of Indonesia Number 11 of 2008 concerning Electronic Information and Transactions as amended and most recently supplemented by Law of the Republic of Indonesia Number 19 of 2016.

The headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement. Unless the content specifies otherwise, words that indicate the singular form also include the plural form and vice versa.

ARTICLE 2. Funding

a. Funding is as follows:

Funding Tree : Rp.
Total Funding Period : month to date [], since the Funding was sent by the Funder through the Company as recorded on the Platform as

proof of delivery that is valid and accepted by the Parties.

Funding Party : will be explained in detail in Appendix 2
which is an inseparable part of this Agreement.

Funding Details: will be explained in detail in Appendix 3 which is an inseparable part of this Agreement.

Total Repayment : amount of Funding Principal plus economic benefits of Principal.

Installments: will be explained in detail in Appendix 3 which is an inseparable part of this Agreement.

Attachment 3 to this Agreement will be filled in and updated automatically (auto filling) and periodically for each Funding transaction, which will be placed on the Platform which can be accessed by Fund Recipients in the Agreement folder and is an integral part of this Agreement and related to each other.

1) Economic benefits

Maximum 0.3% (zero point three percent) per calendar day of the principal value of the Funding.

2) Fees for Late Payment of Funding

If the Fund Recipient does not make payment for the Funding at the end of the Total Funding Period, the Fund Recipient will be charged a late fee of 0.3% (zero point three percent) per calendar day calculated from the amount of the Funding debit balance ("Late Fee"). Calculation of Late Fees will begin 1 (one) calendar day after the end date of the Total Funding Period ("Late Payment Period").

During the Late Payment Period, the fees that will be charged to the Fund Recipient are Economic Benefits plus Late Fees of 0.6% per day from the Funding debit balance, where all Economic Benefits and Late Fees that can be charged to Fund Recipients do not exceed 100% (one hundred percent) from the Principal Funding.

3) Service Provision Fees

This is the inflow received by the Company because it has brought together Fund Recipients and Funders in the form of a number of commission fees which the Company is entitled to receive which is the difference in economic benefits between the economic benefits of Funding determined by the Company to the Fund Recipients and the economic benefits provided by the Company to the Funders,

Purpose of Provision Fees: This service is provided to carry out activities in the form of:

- Collecting Funding installment payments along with the Funding's economic benefits;
- Risk mitigation (including verification costs, and other risk mitigation); And
- Perform collection on outstanding debts of Fund Recipients.

Each payment of Service Provision Fees by the Fund Recipient will be automatically deducted from the amount of the Fund Recipient's financial obligation payments from the Fund Recipient based on this Funding Agreement, where the Company is authorized by the Funder to make such deductions and ensure credit to the Company's bank account determined according to its discretion. This means that the amount of refund received by the Recipient of funds from the payment of the financial obligations of the Recipient of funds is the amount that has been reduced by the Company from the Service Provision Fee.

4) Details:

From the Estimated Amount Paid by Fund Recipients on the Due Date, the following are the details:

Estimated Returns obtained by Funders:

Service Provision Fees

Tax (VAT)

b. Subject to the provisions of this Funding Agreement, the Funder agrees to provide Funding through the Company to the Fund Recipient according to the Funding amount stated in Article 2 letter a of the Funding Agreement.

c. The Funding Period cannot be extended by the Parties, unless otherwise determined based on written amendments to the terms mutually agreed upon by the Parties based on the proposed extension and the commercial scheme related to the extension from the Company.

d. Funders and Companies and Related Parties must be released by Fund Recipients from all forms of losses, costs, fees and expenses, so that they are not responsible and cannot be involved in any matters, risks, legal consequences and/or any adverse consequences resulting from or related to relating to the submission of Funding Applications, granting approval to Funding Agreements, use of Fund Recipient Accounts, utilization of Funding by Fund Recipients and implementation of Funding Agreements by Fund Recipients which:

- 1) violates legal provisions and/or statutory regulations, especially POJK 10/2022;
- 2) violates the agreement or commitment of the recipient of funds with another third party;

- 3) trigger or become the cause of conflicts, lawsuits, result in dispute processes, investigations, audits, inspections, interrogations, inquiries, investigations and violations of other third party rights;
- 4) causes or becomes the basis for the imposition of sanctions, penalties or penalties in some form anything from authorized government institutions or other parties; And
- 5) resulting in non-compliance with instructions, policies, procedures, decisions, letters, circulars and directives from government institutions or court or arbitration decisions

e. Funders, Companies and Related Parties must be released by Fund Recipients from all forms of losses, costs, fees and expenses, so that they are not responsible and cannot be involved in any matters, risks, legal consequences and/or any adverse consequences resulting from or relating to violations of this Funding Agreement, including, among other things, the negligence or failure of the Fund Recipient to repay the Funding in accordance with the provisions of the Funding Agreement.

f. By agreeing to this Funding Agreement, the Parties have stated their agreement to the Privacy Policy in Appendix 1 as well as the Terms and Conditions which are also listed on the Platform and are available for download by Fund Recipients on the Funder's Account, and are an inseparable part of the Funding Agreement.

g. The Funder must send Funding to the Escrow Account in order to disburse the Funding to then be distributed to the Fund Recipient's account which is recorded and registered on the Platform and the Fund Recipient's Account as the account to which the Funding will be sent ("Fund Recipient Account"), namely:

Sending Funding to the Fund Recipient's Account by the Company for and on behalf of the Funder creates a legal obligation in the form of an obligation to return the Funding debt along with the economic benefits of Funding by the Fund Recipient based on the provisions of the Funding Agreement

This.

h. The Company has the right to keep all evidence of Fund transfers to the Fund Recipient's Account which is the sole evidence received by the Parties regarding the completion of the Fund transfer to the Fund Recipient's Account. Disbursement of Funding as regulated in this Article must be considered as a valid disbursement of Funding by the Funder to the Fund Recipient, and a valid receipt by the Fund Recipient of the Funding Disbursement from the Funder.

ARTICLE 3. Economic benefits

Economic benefits are calculated per calendar day based on economic benefits per day as stated in Article 2 letter a above.

ARTICLE 4. Aim and Purpose of Use of Funds

1) Funding is provided by the Funder to the Fund Recipient based on the Agreement
This funding will be used entirely by the Fund Recipient for the following purposes and objectives:

This funding will be used entirely by the Fund Recipient for the following purposes and objectives:

- 2) The Company, Funders or Related Parties will not be responsible regarding all matters relating to the use of funds by the Fund Recipient in the event that such use deviates from the aims and objectives as intended in paragraph 1 of this Article.

ARTICLE 5. Company Authority

- 1) The Funder grants authority to the Company to regulate, provide and distribute Funding to Fund Recipients (with funds Funders in Escrow Accounts as regulated in Article 2 letter g Funding Agreement), in the interests of the Funder:
- a. designing, negotiating, implementing and completing the Funding Agreement and submitting and processing risk mitigation claims and guarantees (if any), guarantee agreements and other agreements related to the Funding Agreement including collection and receipt of Funding repayment from Fund Recipients, and other actions that are reasonably necessary for the implementation of the Funding Agreement;
 - b. collection and receipt of payments or repayment of Funding from Fund Recipients and including appointing another party to carry out collection, including in this case submitting orders or instructions (either conventionally, or by automation or standing instruction) to the partner bank that created the Escrow Account (with due observance of the provisions in the agreement between the Company and the partner bank that creates or provides the Escrow Account) in connection with the transfer of funds resulting from Funding payments from the Escrow Account to the Funding Bank Account;
 - c. opening an Escrow Account and/or Virtual Account, as well as other types of accounts at partner banks in the context of implementing the LPBBI following the following matters which are reasonably necessary or required by the applicable laws and regulations as well as the policies of the relevant bank regarding the opening of the account, including accept, submit and sign and approve documents, forms, letters or provide information or information related to the Funder in the context of opening and utilizing the account in question;
 - d. distribute funds belonging to the Funder which are in the Escrow Account as identified through the Funder's Virtual Account to be addressed to the Fund Recipient selected by the Funder;
 - e. submit an order for disbursement of funds to the Fund Recipient or instructions (either conventionally, or by automation or standing instruction) to the partner bank that created the Escrow Account (taking into account the provisions in the agreement between the Company and the partner bank that created or provided the Escrow Account) in connection with the transfer bookkeeping and transfer of Funding funds to Fund Recipients who have been selected by the Funder for Funding distribution as well as sending funds from Funding payments from the Escrow Account to the Funder;

Bill

objective

Bank

- f. other related actions that are reasonably necessary for the implementation of the Funding Agreement, compliance with POJK 10/2022, related OJK circulars, applicable laws and regulations related to LPBBTI, the Funding Agreement as well as fulfilling the Funder's rights and obligations based on the Funding Agreement.

2) The Funder hereby agrees and declares that every action, right,

The authority, decisions and/or policies carried out or taken by the Company in connection with the implementation of this Agreement are for and on behalf of and in the interests of the Funders. Companies are obliged to strive to fulfill the rights and obligations of Funders based on authority. The Funder hereby provides confirmation, approval and ratification of every action taken by the Company for and in connection with the implementation of this Agreement.

ARTICLE 6. Funding Repayment

Payment of Funding must be made by the Fund Recipient in installments according to the installment schedule and installment nominal as described in detail in Appendix 3 of this Agreement.

The Fund Recipient is obliged to repay the Funding no later than the last installment schedule of the Funding Period ("Maturity Date") as detailed in Attachment 3 of this Agreement.

Repayment must be made by sending funds for payment and repayment of the Funding amount along with the economic benefits of Funding or sending from the Fund Recipient's Account to the Fund Recipient's Virtual Account provided in the application at the time of payment.

In the event that repayment and/or payment is not made in full or is made partially (partially) by the Fund Recipient, all repayment made in stages will be used to pay the Funding Late Payment Fee (if any), and will then be used to pay the economic benefits of Principal Funding, then will be used to pay Principal Funding. Any remaining payments that are not made in full will be charged a Late Fee in accordance with the provisions set out in this Funding Agreement.

In the event that repayment and/or payment is not made in full or is made partially (partially) by the Fund Recipient, the Company will forward the Funding payment to the Fund Provider in accordance with the provisions of the applicable laws and regulations.

A situation where the Fund Recipient has not or failed to pay off the Funding in full or only partially paid the Funding after the expiration or expiration of the Due Date is recognized by the Fund Recipient as sole evidence of the occurrence of a "default" or failure of the Fund Recipient to fulfill its obligations.

without the need for a subpoena or notification letter to state such negligence, so that the Company can exercise its legal rights against Fund Recipients based on this Funding Agreement, the Privacy Policy and the Civil Code ("**Civil Code**").

For each receipt of payment funds, return and/or repayment of Funding based on the provisions of this Article 6 ("**Payment Proceeds Funds**"), the Company is obliged to credit and allocate the Payment Proceeds Funds received in the Fund Recipient's *Virtual Account* to the Escrow Account as referred to in Article

2.g This Agreement is as recorded on the Platform and recorded in the Funder's Account.

All bank fees and expenses arising in connection with any transfer or payment made by the Recipient of Funds to the Funder based on this Agreement will be borne by the relevant Party.

ARTICLE 7. Early Repayment

The Fund Recipient may repay the entire Funding amount or other costs arising from economic benefits Funding therefrom at any time before the end of the Funding Period ("**Early Repayment**"). In the event that the Fund Recipient makes Early Repayment, the Fund Recipient must notify the Company no later than 3

(three) days before the Early Repayment date. The company will then forward this information to the Funder.

ARTICLE 8. Accelerated Repayment

Fund Recipients are obliged to immediately pay off the entire amount of Funding along with the economic benefits of Funding, Late Funding Payment Fees, additional products (if any) and other costs arising therefrom if a breach of contract occurs as regulated in Article 17 of this Funding Agreement.

ARTICLE 9. Rights and Obligations of the Parties

The rights and obligations of the Parties in this Funding Agreement are as follows:

a. Beneficiary

1) Rights

- a) to receive and withdraw the amount of Funding as referred to in Article 2 letter a, from the Funder;
- b) to receive any information from the Funder and the Company relating to the commercial aspects of the Funding, including the economic benefits of the Funding, Funding Late Payment Fees and other financial obligations (if any) on the Platform or Fund Recipient Account.

2) Obligations

- a) to pay installments and settle related financial obligations Funding in a timely manner on the Due Date based on the provisions of the Funding Agreement;
- b) to use Funding funds as provided by the Grantor Funds under this Funding Agreement are for legitimate purposes and do not conflict with applicable laws and regulations;

- c) pay off other financial obligations related to Funding such as Fees
Late Payment of Funding (if any) for late payment of Funding that has passed the Due Date;
- d) comply with the Terms and Conditions, Privacy Policy, **including permitting The company for and on behalf of the Funder contacts "Number Emergency Contact" as referred to in the Privacy Policy in the context of submitting a Request for Assistance when the Fund Recipient fails to repay the Funding on the Due Date and for other reasons in accordance with the provisions of the Privacy Policy;**
- e) fulfill all its obligations and the rights of the Funder and the Company under this Agreement and ensure full compliance with all the provisions of this Agreement;
- f) accept and agree when there is a withdrawal of funds or Withdrawal Funding by Funders (for reasons and reasons in accordance with the provisions) is willing to enter into and bind an agreement to continue Funding Services with other funders that have been agreed with the Company because this event does not invalidate the Fund Recipient's obligations for Funding. This process is carried out with prior notification from the Company to the Fund Recipient regarding the new Funder.
- g) To the extent required or required by legal provisions and statutory regulations, from time to time comply with all reporting requirements based on applicable regulations in Indonesia in connection with the agreement and implementation of this Agreement, including but not limited to ensuring that:
 - (i) Fund Recipients have complied and entered the reports
This transaction, as regulated in Bank Indonesia Regulation No. 16/22/PBI/2014 dated 31 December 2014 concerning Reporting of Foreign Exchange Traffic Activities and Reporting of Activities for Implementing the Prudential Principle in Foreign Debt Management; Bank Indonesia Circular Letter No. 17/3/DStA/2015 dated 6 March 2015 concerning Reporting on Activities for the Implementation of Prudential Principles in the Management of Foreign Debt of Nonbank Corporations as amended and supplemented by Bank Indonesia Circular Letter 17/24/DStA/2015 dated 12 October 2015 (as applicable changed from time to time);
 - (ii) if required by Presidential Decree Number 39 of 1991 dated 4 September 1991 concerning Coordination of Commercial Funding Management Overseas (as may be further amended), and its implementing regulations in force from time to time, a periodic report to the Overseas Commercial Funding Team/PKLN regarding the performance of overseas funding obtained in connection with the Agreement
This funding is provided; And
 - (iii) if required by Minister of Finance Decree No. KEP-261/MK/IV/5/1973

dated 3 May 1973 concerning Provisions for the Implementation of Foreign Credit Receipts as amended and supplemented by Decree of the Minister of Finance No. 417/KMK.013/1989 concerning Amendments to Article 2 of the Decree of the Minister of Finance No. Kep-261/MK/IV/5/1973 concerning Provisions for the Implementation of Foreign Credit Acceptance (as may be further amended), and its implementing regulations in force from time to time,

then a periodic report to the Ministry of Finance and/or Bank Indonesia regarding foreign funding shall be submitted from the effective date of the Funding Agreement and every 3 (three) months thereafter in connection with this Funding Agreement;

- h) report to the Company any civil, tax or case disputes crimes involving Fund Recipients;
- i) in good faith responding to any correspondence with the Company regarding collection of Funding repayment, as well as providing accurate information and information from time to time to the Company upon request Company or as reasonably necessary for the implementation of the Agreement This funding; And
- j) Do not transfer all rights, benefits and obligations under this Agreement to other third parties.

b. Funders

1) Rights

- a) to receive Funding repayment following economic benefits Funding and Late Funding Payment Fees (if any) from Fund Recipients in accordance with the provisions of this Agreement;
- b) to charge a Late Funding Payment Fee to Recipient of Funds as a consequence of the failure or negligence of the Recipient Funds to pay off the Funding on the Due Date along with all financial obligations of the Fund Recipient based on the Funding Agreement; And
- c) Contact the Fund Recipient's Emergency Contact Number in order to submit a Request for Assistance by the Company when the Fund Recipient fails or neglects to pay the Funding along with the economic benefits of the Funding on the Due Date in accordance with the provisions of the Privacy Policy.
- d) Funders through the Company can make Funding Withdrawals by withdrawing the Funder's funds before the maturity date on certain funding products (if any) which provide the option to withdraw before the maturity date (accompanied by reasons in accordance with the provisions and accompanying risks) or the funds resulting from fulfilling the Fund Recipient's Financial Obligations are placed and is in the Escrow Account for the purpose of sending it to the Funding Bank Account.

2) Obligations

- a) distribute the amount of Funding to Fund Recipients;
- b) to provide clear and accurate information through the Company to Recipient of Funds on the Platform or Account Recipient of Funds related to the amount Funding for . economic benefits Funding and costs and financial obligations other Fund Recipients (if any);
- c) respond to Fund Recipient reports or complaints regarding allegations collection of Funding repayment made by the Company which is suspected of being intimidating, accompanied by threats of violence and/or violating applicable laws and regulations; And
- d) to carry out other obligations stipulated in this Agreement (including but not limited to the process of completing the transfer of Funding to other funders).

c. Liability companies

- a) Ensure the disbursement of the Funding amount to the Fund Recipient according to the provisions This Agreement;
- b) Ensure the re-delivery of funds from the Funding payment from the Recipient Funds to Funders;
- c) charge and accept Late Funding Payment Fees to Fund Recipient as a consequence of the Fund Recipient's failure or negligence to repay the Funding on the Due Date along with all of the Fund Recipient's financial obligations based on the Funding Agreement;
- d) Avoid abuse of the Funder's authority as regulated in Article 5 of this Funding Agreement which could or is actually detrimental Funders; And
- e) Ensure the appointment of another third party to carry out debt collection from Fund Recipients and fulfill the rights of Funders regarding the return of Funding based on this Agreement in the event that the Company ceases operations, its business activities are frozen and/or its registration letter or business permit is revoked by the Financial Services Authority for any reason. .
- f) The company ensures that it is fully responsible for all impacts arising from collaboration with third parties including but not limited to billing and/or other functions.

ARTICLE 10. Delay Period

- a. The Fund Provider agrees to permit and authorize the Company to issue a warning letter to the Fund Recipient after the Due Date to warn the relevant Fund Recipient

the obligation to repay the amount of Funding along with the economic benefits of Funding to the Virtual Account of the Fund Recipient as stated in this Article 6, along with any Late Payment Fees that must be paid in connection with the delay in repayment of the Funding which must be paid off simultaneously with the repayment of Funding and the economic benefits of Funding.

- b. Calculation of Late Funding Payment Fees will continue to be calculated until the Total Funding Repayment amount is paid, while taking into account the Maximum Fees charged to Fund Recipients.

ARTICLE 11. Related Taxes and Other Fees

To the extent permitted by the provisions of applicable laws and regulations, all related taxes and other costs in connection with the distribution of the amount Funding will be borne by the Fund Recipient

Value Added Tax (VAT) is calculated in accordance with the applicable tax provisions and will be paid on the Due Date.

ARTICLE 12. Transfer of Rights to Receivables by Funders

1. Funders can request to transfer rights to receivables to other third parties appointed by the Company

("Assignment of Receivables").

2. With the transfer of receivables, the third party receiving the transfer, by law, replaces the position of the Funder including but not limited to the Funding Agreement, Funding Conditions related to the Funder in relation to the rights to the receivables. as well as all changes

ARTICLE 13. Representations and Warranties

The following representations and warranties are stated on the date of signing this Agreement and are valid until the termination of this Agreement

is considered effective when the Funding Agreement is subsequently agreed by the Fund Recipient to re-utilize Funding from the Funder through

Companies on the Platform.

1. Funder's Representations and Warranties

The Funder represents and warrants that:

- a. The Funder has the capacity and has obtained all necessary approvals based on agreements with third parties as well as applicable laws and regulations to sign this Funding Agreement; And
- b. The Funder is not declared bankrupt by a valid court decision, binding and has permanent legal force in its original jurisdiction.

2. Statements and Guarantees of Fund Recipients

The Fund Recipient represents and warrants that:

- a. Recipients of funds are individuals who are at least 17 (seventeen) years old, sane and not destitute under guardianship (*curatele*) based on the provisions of the Civil Code;
- b. The recipient of the funds is not and will not be involved in a criminal act as a suspect or convicts or any disputes whether in the fields of civil, tax, labor and/or other disputes which can directly or indirectly affect the Recipient's ability Funds to implement the provisions of this Agreement;
- c. The recipient of the Funds has and always has full legal capacity to enter into agreement that binds him to the other party, and has obtained the necessary approval to enter into this Agreement and carry out its obligations and fulfill the rights under this Agreement (including but not limited to obtaining the partner's consent to enter into this Agreement – if the context requires or is required by law);
- d. All funding and financial obligations related to payment and repayment of debts with other funders, whether legal entities or non-legal entities or individuals (including but not limited to banks, finance companies and credit card companies) are not and will not be in arrears or past due tempo.
- e. All information, data (both personal and non-personal data) and documents and information submitted and submitted by the Recipient of funds or accessed by the Company on the Company, Platform or Account of the Recipient of funds is and is always true, valid, accurate and accountable and does not constitute proceeds of fraud, forgery or violation of law or other third party rights;
- f. The Fund Recipient has acknowledged that the Fund Recipient has read and understood all of the contents Privacy Policy, agree to be bound by and comply with the Terms & Conditions and Privacy Policy; and know any legal consequences of the implementation of the Terms & Conditions and Privacy Policy.
- g. The Fund Recipient is the direct beneficiary (Beneficial Owner) of the funds received by the Fund Recipient based on this Agreement.
- h. Recipients of Funds will comply with the provisions of the laws and regulations in force in Indonesia regarding Anti-Money Laundering and Prevention of Terrorism Financing (APU-PPT) including not using funds received from Funders in contravention of regulations and laws relating to APU-PPT.

ARTICLE 14. Promises of Fund Recipients

As long as there is a funding amount, economic benefits of funding and/or costs

Delay in Payment of Funding or other obligations under the Agreement

This funding is outstanding, remains outstanding and has not been paid, the Fund Recipient undertakes to:

- (a) perform all of its obligations under this Funding Agreement;
- (b) submit documents, information and information requested by the Company which are necessary for the implementation of the Funding Agreement, efforts to collect Funding and repayment of Funding as well as other financial obligations of Fund Recipients;
- (c) will not bind oneself as a guarantor to guarantee the debt of an individual or other party, either in the form of a personal guarantee and/or providing assets from Recipient of Funds as collateral whether in the form of mortgage, fiduciary, pawn or other form;
- (d) will not submit an application to be declared bankrupt to the Commercial Court or submit an application for Postponement of Debt Payment Obligations (PKPU); And
- (e) comply with all applicable statutory and legal provisions in the Republic of Indonesia.

ARTICLE 15. Processing and Use of Fund Recipient Information

- a. Fund recipients expressly agree to the processing and use of data and personal information and other documents from the Fund Recipient provided by the Fund Recipient to the Company or legally obtained and/or accessed by the Company, in connection with the Funding, for the purpose of implementing the provisions of the Funding Agreement and fulfilling the Funder's rights.
- b. The Fund Recipient expressly consents to the collection and processing of data and personal information and other documents about and/or related to Fund Recipients, as well as to transfer such data, information and documents to other third parties as long as permitted by legal provisions and statutory regulations, including but not limited to credit bureaus, government agencies and institutions justice and arbitration.

ARTICLE 16. Transaction Track Record and Transparency

- a. The Company has the right to keep track records of transactions in the context of funding between Funders and Fund Recipients through the Platform for the purpose of implementing the Company's business activities, reporting to authorized government institutions, and/or compliance with legal provisions and statutory regulations.
- b. The Company will ensure transparency regarding any information on the amount of funding, economic benefits of funding, late funding payment fees and other financial obligations of the recipient of funds to be accessed in the recipient's account.

ARTICLE 17. Event of Default

Each of the following events constitutes an event of breach of contract by the Recipient Funds ("**Default**"), regardless of the reason it occurred, and whether the event was intentional or unintentional, with all the legal consequences for the Fund Recipient, namely:

- a) One or more of the information, personal data, statements, warranties or documents other information from the Fund Recipient is not true or accurate;
- b) The Fund Recipient uses the Funding funds not in accordance with the Fund Recipient's aims and objectives as intended in Article 4 paragraph 1 of this Funding Agreement for legitimate purposes and does not conflict with applicable laws and regulations.
- c) The recipient of the funds is in bankruptcy, the obligation to postpone debt payments (PKPU), civil, tax or labor disputes with third parties, or being involved or in a criminal case or subject to sanctions or penalties from any government institution or subject to any payment obligations through court decisions and/or arbitration institutions;
- d) Fund Beneficiaries transfer their rights and obligations based on or in relation to this Funding Agreement and its implementation to other parties;
- e) The Fund Recipient fails to repay the Funding amount and the economic benefits of the Funding on the Due Date;
- f) The Fund Recipient fails to pay off other financial obligations other than the Funding amount and the economic benefits of Funding under this Agreement; and/or
- g) The Fund Recipient violates one or more of the provisions of this Agreement.

ARTICLE 18. Consequences of a Default Event

In the event of a breach of contract and the Fund Recipient fails to make repairs within 14 (fourteen) days, the Fund Provider may at its own discretion through the Company, without any notification to or approval from Recipient of Funds and without limiting the Funder's rights under the law applicable to or based on this Agreement to:

- a. Accelerate payment obligations and settlement of any or all financial obligations of Fund Recipients based on the Funding Agreement;
- b. Dispatch employees, representatives or other parties appointed by the Company, to the location or place of residence or place of business of the Fund Recipient or the office where the Fund Recipient works to collect debts directly from the Fund Recipient;
- c. Call the Emergency Contact Number regarding Fund Recipients as referred to in the Privacy Policy to submit a Request for Assistance by the Company;

- d. Send a summons from an advocate or lawyer appointed by the Company towards Fund Recipients;
- e. Initiate and file a civil lawsuit in a court of competent jurisdiction towards Fund Recipients;
- f. Reporting Fund Recipients to relevant government institutions, including but not limited to making a police report to the police;
- g. Without affecting any financial obligations of the Fund Recipient under Agreement, transfers the claim rights of the Funder against the Fund Recipient to another party with or without notification to the Fund Recipient (betekening) via The Fund Recipient's account or other media determined by the Company, without requiring any approval from the Fund Recipient and hereby the Fund Recipient and the Funder agree unconditionally and irrevocably to any rights and exercise of rights related to the transfer of such claim rights to another party;
- h. Take such other actions and undertake such other legal remedies to protect and enforce the Funder's and/or Company's rights under this Agreement.

Article 19. Notification

- 1) The Parties agree that all correspondence and notifications related to This agreement will be executed by the Company in writing via electronic mail (*e-mail*) or at the following address:

Email : cs@asetku.com
Contact center : 1500226
- 2) Notifications in this Agreement will be deemed to have been validly received if sent via electronic mail, when the Notification has been sent, provided that the Notification is sent on a Working Day and made between 09.00 WIB and 18.00 WIB. If the Notification is not sent at that time, then the Notification will be deemed to have been validly received at 09.00 WIB on the following Business Day (unless the representative of the recipient party has been notified before sending so that the Notification is deemed to have been validly received on the date and time when the status of the electronic mail shows sign has been sent); or
- 3) Funders and Fund Recipients have an obligation to submit and resolve User complaints through the Company's consumer complaint service before the complaint is submitted to another party.

- 4) If there is a change in the Company's electronic address details as intended in this Agreement, the Company will notify the other Party. If notification of such changes is not made, then the address stated in this Agreement is deemed correct and notification to that address is deemed valid.

ARTICLE 20. Force Majeure

- 1) Force Majeure is an earthquake, hurricane, flood, fire, landslide, general strike, industrial action or labor dispute, riot, war or threat of war, civil unrest, criminal or terrorist acts, rebellion, action or policy or government regulations, epidemics, endemics, epidemics, pandemics, telecommunications or utility failures, power outages, fires, explosions, physical natural disasters, and quarantine restrictions and other causes beyond the control of the Parties which directly affect the implementation of the Agreement by the Parties.
- 2) Neither Party shall be responsible for any delay or failure in the performance of any of its obligations under this Agreement, as long as such delay or failure is directly caused by a Force Majeure Event, provided that, the Party whose performance is hindered or delayed by the Force Majeure Event shall carry out any efforts in good faith to overcome or prevent a Force Majeure Event.
- 3) In the event of a Force Majeure Event as intended in Article 20 of this Agreement, the Party experiencing the situation must notify the other Party in writing, accompanied by supporting evidence, no later than 30 (thirty) calendar days after the incident.
- 4) If Force Majeure occurs for more than 30 (thirty) consecutive calendar days from the date of receipt of notification by a Party, the Parties may carry out negotiations to review the provisions or terminate this Agreement.

ARTICLE 21. Others

- 1) The Parties agree that every LPBBI transaction through the Platform is based on This agreement will be executed in Rupiah currency.
- 2) If a provision in this Agreement cannot be enforced, does not apply, or contrary to any law or public policy for any reason, the other provisions of this Agreement will not be affected and remain in full force and effect to the extent permitted by applicable laws and regulations.
- 3) In the event of differences, disputes, conflicts or controversies ("**Disputes**") arising from or in connection with this Funding Agreement and/or implementation, the Parties agree to resolve the Dispute by deliberation to reach a consensus within a period of 30 (thirty) days after receiving written notification from

a Party regarding a Dispute. If the Parties fail to resolve the Dispute by deliberation to reach a consensus within the said 30 (thirty) day period, then the Parties agree to submit and resolve the Dispute to the South Jakarta District Court.

The Company will in good faith seek to resolve disputes between Funders and Fund Recipients both inside and outside of court.

- 4) No amendment or modification of this Agreement is binding on any Party to this Funding Agreement unless such amendment or modification is made in writing and signed by the Parties to this Agreement.
- 5) All attachments or amendments to this Agreement constitute an integral and inseparable part of this Agreement.
- 6) To avoid doubt, the Parties agree to waive the application of Article 1266 of the Civil Code, so that a court decision is not required to terminate this Agreement.
- 7) This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia.
- 8) This Agreement can be signed in copy. Each copy constitutes an original of this Agreement but all copies together constitute one instrument

The same.

ARTICLE 22. Validity of the Agreement

- 1) This Funding Agreement is accessed, understood and comprehended by the Fund Recipient at the time of submitting the Funding Application in the Fund Recipient's Account.
- 2) The Parties agree, submit and are bound by all regulations, policies, articles, provisions regulated in the Funding Agreement by:
 - a. The recipient of the funds gives a sign ☐ (check mark) (✓) throughout approval box (consent boxes) in the Fund Recipient Account and then clicking

"I have read, understand and agree to the Funding Terms and Agreement
PT Pintar Innovation Digital Funding (**"Approval of the Agreement
Funding"**);
 - b. The Fund Recipient clicks on the message "I have Read, Understand and Agree" on the PT Pintar Innovation Digital Privacy Policy display after providing Approval to the Funding Agreement as referred to above ("Confirmation of Approval to the Privacy Policy");
 - c. The Funding Amount approved by the Company has been sent to Fund Recipients as notified by the Company in the Fund Recipient's Account after providing Confirmation of Approval to the Privacy Policy as referred to above.

(letters (a), (b) and (c) as referred to in this Article are hereinafter referred to as "Approval Procedures")

3) For the sake of clarity and transparency, this Agreement is valid and binding on the Parties on the Agreement Date which is the date on which the Parties complete the Approval Procedure above, where the Approval Date is recorded and stored by the Company in its system as the sole evidence received by the Parties regarding the completion of the Approval Procedure.

4) For legal certainty:

(a) The Parties agree that the fulfillment and completion of the Approval Procedure above is the same as the fulfillment of the first condition for the validity of the agreement which is the "agreement of the parties to the agreement" as regulated in Article 1320 of the Civil Code and thus cannot be disputed and doubted and is valid evidence from the agreement of the Parties to the Agreement

this funding.

(b) Approval Procedures and mechanisms related thereto on the Platform is qualified as an Electronic System and Electronic Document as regulated in Article 1 paragraph (4) and paragraph (5) of the ITE Law and is legally accepted as valid legal evidence based on Article 5 paragraph (1) of the ITE Law in the context of proof of the Fund Recipient's consent to This Funding Agreement is therefore legally accepted as part of civil evidence in Article 1865 of the Civil Code and is an addition to legal evidence in Article 164 of the *Herziene Indonesia Reglement* (HIR).

ARTICLE 23 MECHANISM FOR SETTLEMENT OF RIGHTS AND OBLIGATIONS

In the event that the Company cannot continue its operational activities, then
The Company will continue to resolve the rights and obligations of Funders and Recipients
Funds that have arisen until they are fully settled;

The company will notify the action plan for resolving the Giver's rights and obligations
Funds and Fund Recipients that have been approved by the Financial Services Authority

Settlement of rights and obligations as stated in paragraph (1) above will be carried out in a manner and within a time period in accordance with the provisions of the applicable laws and regulations.

THEREFORE, this Funding Agreement:

a. It is agreed by the Company and the Fund Recipient that the Approval Date is the date on which the Approval Procedure as referred to in Article 22 of this Funding Agreement regarding "Validity of the Agreement" is completed and that the Approval Date is recorded and stored by the Company in its system for the purpose of evidence in the competent court or against relevant government authorities in connection with the Fund Recipient's binding to the Funding Agreement.

b. Agreed and signed by the Parties electronically in the Platform by fulfilling the legal conditions of the Agreement in Article 1320 of the Legal Code

Civil Code (Civil Code) after the Approval Procedure as described in Article 22 is fulfilled;

- c. Applies as valid legal evidence based on Article 5 paragraph 1 of the ITE Law and is a form of additional legal evidence to the legal evidence regulated in Article 164 of the *Het Herziene Indonesisch Reglement* (HIR);
- d. Recorded, registered and stored by the Company along with the approval process
by the Fund Recipient on the Platform is accepted by the Parties as sole proof of the Fund Recipient's approval and binding of this Agreement; And
- e. The Company will provide attachments that have been filled in (*auto-filling*) to Fund Recipients on the Platform to provide clarity for Fund Recipients regarding their rights and obligations under this Agreement and are an inseparable and interrelated part of this Agreement.

Jakarta, date ()

Signed
Electronic



[_____]

[Funder]

[_____]

Beneficiary

Attachment 1

No. Agreement: [

Date [

ATTACHMENT 1

PRIVACY POLICY

The Fund Recipient is aware that the Funder will not approve the distribution of Funding to the Fund Recipient without the Fund Recipient agreeing to and complying with the Privacy Policy.

Violation of this Privacy Policy is a violation of law which gives rise to the right for Funders through the Company to take legal steps and remedies to ensure the fulfillment of their rights and the implementation of Fund Recipients' obligations.

This Privacy Policy has been created to safeguard, protect and maintain the privacy and confidentiality of our Platform Users. Users or potential Users are expected to read this Privacy Policy carefully before using the Services provided through the Platform. By accessing and using the Services on the Platform, Users acknowledge that they have read, understood and agreed to the contents written in this Privacy Policy.

ARTICLE 1

DEFINITION/INTERPRETATION

1. DEFINITION

In this Privacy Policy, other than as specified elsewhere in this Privacy Policy, the following terms will have the definition, meaning and interpretation as provided below.

"Organizer" is an Indonesian legal entity that provides, manages and operates LPBBI both conventionally and is licensed and supervised by the Financial Services Authority.

"You" with grammatical variations and cognate expressions, refers to the Fund Recipient, Funder or other person who uses the Platform and/or Services whether registered on the Platform or not.

"Personal Data" includes all data, information, information and documents, both electronic and non-electronic but other than Emergency Numbers, from or regarding Users (both Fund Recipients and Funders, according to the context) and/or parties related to Users (including but not limited to the User's family, colleagues, employees, companies or service providers, if required) received or accessed My Assets from Users, proposed, given or disclosed by Users for My Assets, according to the consent of the User concerned and stored and managed in connection with providing Services on the Platform and in the context of using the Services on the Platform by Users. The Operator can only access, obtain, store, manage, process and/or use User Personal Data after obtaining consent from the User.

"Failure to Pay" is an event where the Fund Recipient has violated the terms of Funding payments, along with interest, fines, and other financial obligations based on the Funding Agreement, for any reason, either intentionally or negligently, including, among other things, violating the schedule and/or amount of Funding payments as regulated in the Funding Agreement and its amendments from time to time (if any).

"We" or **"AsetKu"**, used according to the context, is PT Pintar Innovation Digital, known by the trademark **"AsetKu"**, which is a financial technology company that carries out LPBBI business activities through the Platform based on POJK No. 10/2022 to provide

Funding for Fund Recipients. We or AsetKu include employees and legal representatives of AsetKu.

"Services" are financial services in the form of providing a platform by AsetKu to bring together Funders and Fund Recipients in order to carry out LPBBTI activities related to the distribution of Funding to Fund Recipients.

"LPBBTI" is an Information Technology-Based Joint Funding Service, or known as *peer-to-peer lending*, to distribute funding from Funders to Fund Recipients in accordance with the terms, conditions and implementation regulated in POJK No. 10/2022.

"Emergency Number" is the individual contact number specified by the Fund Recipient when submitting an application to obtain Funding from the Company via the Platform as a number that the Company can, has the right to and will contact when the Fund Recipient has been categorized as Default.

"Inactive Emergency Number" is as intended in Article 3.4 of the Policy
This privacy.

"Platform" is the site and/or *mobile* version of the site created, owned and operated by AsetKu which is currently located at and can be accessed at the URL www.asetku.co.id following changes to that URL from time to time.

"Funding Provider" is a party registered on the Platform to provide funding in the form of providing and distributing Funding to Fund Recipients through the Platform.

"Fund Recipient" is a party registered on the Platform to receive funding in the form of Funding from Funders through the Platform.

"Users" are Funders as parties to the Funding Distribution Agreement and Fund Recipients as parties to the Funding Agreement registered on the Platform.

"Funding Distribution Agreement" is an agreement between AsetKu and the Funder for the distribution of Funding funds from the Funder to the Beneficiary
Funds via the Platform.

"Funding Agreement" is a written agreement agreed between the Funder, AsetKu and the Fund Recipient which regulates, among other things, the rights and obligations of the Funder and the Fund Recipient, the terms and conditions for the distribution of Funding from the Funder through AsetKu to the Fund Recipient, and mechanisms and Powers of Attorney, procedures refund or payment of funding along with changes, extensions and attachments.

"Perkominfo No. 20/2016" is the Minister of Communication and Information Technology Regulation Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

"Funding" is a funding facility (including interest, fines and other financial obligations) from the Funder which is distributed by the Funder to the Fund Recipient through the Platform based on the Funding Agreement.

"POJK No. 10/2022" is Financial Services Authority Regulation Number 10/POJK.05/2022 concerning LPBBTI along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

"ITE Law" is Law no. 11 of 2008 concerning Electronic Information and Transactions as most recently amended based on Law no. 19 of 2016 along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

“**PDP Law**” means Law no. 27 of 2022 concerning Personal Data Protection along with all implementing regulations, changes, amendments, modifications and/or additions made from time to time.

SECTION 2 INTRODUCTION

- 2.1 By applying for Funding and obtaining Funding from Funders through AsetKu based on the Funding Agreement and as long as the Fund Recipient is still a party to each Funding Agreement and has financial obligations according to the terms of the Funding Agreement, the Fund Recipient is deemed by law to have agreed to all the provisions of this Privacy Policy, especially the provisions regarding the use of the Emergency Number as regulated in Article 3 and all its legal consequences voluntarily, without coercion or fraud and without the need for any formality or fulfillment of any procedures to enforce this provision legally.
- 2.2 The Fund Recipient's approval as referred to in Article 2.1 above, remains in effect unconditionally and irrevocably until the end of the legal agreement along with all financial obligations of the Fund Recipient based on the Funding Agreement.
- 2.3 Electronic Fund Recipient Approval as intended in Article 2.2 above is:
- (a) equated with agreement as intended in Article 1320 of the Civil Code as a condition for the validity of an agreement;
 - (b) qualified as valid legal evidence based on Article 5 paragraph 1 of the ITE Law; And
 - (c) is an instrument of evidence that is accepted as part of the concept of civil evidence in court according to Article 1865 of the Civil Code.
- 2.4 My Assets can only access the camera, location, and microphone on your device.
- 2.5 AsetKu has prioritized transparency and intensive presentation of the contents of this Privacy Policy, including the use of Emergency Numbers in the application submission process as regulated in Article 3 of this Privacy Policy, so that Fund Recipients are deemed to have carefully understood the contents of the Privacy Policy, as absolutely proven by the receipt of Funding. by Funding Recipients through the Platform.
- 2.6 With the implementation of provisions regarding the use of Emergency Numbers as regulated in Article 3 of this Privacy Policy, AsetKu expects:
- (a) Fund Recipients become good consumers by fulfilling their promises and commitments to pay off Funding based on the Funding Agreement, as AsetKu has carried out its responsibility to find and disburse Funding efficiently, safely and effectively to Fund Recipients with all transaction track records and Application submission process flow Requests recorded on the AsetKu information and technology system; And
 - (b) Fund Recipients are consumers who have good faith in carrying out their responsibilities to pay off Funding in a timely and complete manner without being involved in any disputes related to Default with AsetKu, but all of the Fund Recipient's financial obligations related to Funding can be fulfilled and completed so that Fund Recipients can be categorized as a responsible recipient of funds (*responsible borrower*) in responsible lending and borrowing activities (*responsible lending*) that complies with legal provisions and statutory regulations.
- 2.7 Users must understand the transactions and contents of the LPBBTI agreement, including the upper limit of Funding facilities adjusted to the User's ability to carry out transactions.

- 2.8 All funding risks arising in LPBBTI transactions are fully borne by the Funder. AsetKu is responsible in the event of negligence or errors caused by the Organizer and causing losses to the Funder"
- 2.9 LPBBTI's business activities are subject to all provisions of laws and regulations related to LPBBTI.

ARTICLE 3 PERSONAL DATA

Use of Personal Data

- 3.1 While using the Service, we have the right to request, obtain, collect, store, manage and use your Personal Data obtained through processes including but not limited to filling out forms or *online* data contained on the Platform, information about devices, visits and use of the Platform when the User accesses the Platform, and other information obtained via the Platform, e-mail, telephone or other media (if necessary).
- 3.2 Asetku will request, obtain, collect, store, manage and use your Personal Data including but not limited to:
- (a) Personal Data in the form of user information, including, but not limited to, name, address, telephone number, email address, date of birth, occupation whether stated on an identity card or other media, financial records, financial details and history. This can be obtained from other personal data that users share with Asetku via the Application and/or Website or contained in correspondence between users and Asetku either via email or physical mail;
 - (b) Signature specimen;
 - (c) Data that you provide when carrying out transactions and/or using the Asetku Services available on the Asetku Site and Application;
 - (d) Information or data that you provide through the site and application, or related third party applications, based on your consent to the site and application or related third party applications to the extent permitted by applicable legal provisions;
 - (e) Information or data contained in correspondence between you and Asetku via email or physical mail correspondence;
 - (f) Information or data that you provide when submitting criticism and suggestions or complaints to Asetku;
 - (g) Information or data contained in your decision with consent if You decide to register for the Asetku service or product
 - (h) Your review or opinion of Asetku's services and products; And
 - (i) All information or data that you provide to Asetku voluntarily from time to time.
- 3.3 You hereby give your consent that we have the right to request, obtain, collect, process, store and use the Personal Data that you provide through the Platform which will be used by us (including third parties who are bound by other agreements with us), with the intent and purposes including but not limited to, for the following purposes:
- (a) assessment, analysis, verification, validation or examination of (i) applications or applications for obtaining Funding; (ii) process or application for registration as a Funder or Fund Recipient; and/or (iii) your profile;
 - (b) carry out risk assessments, statistical and trend analysis and planning, including carrying out data processing, statistical analysis, credit, risk and anti-money laundering, creating and managing credit assessment models, conducting checks and reviews

credit and other background, and retain your credit history and authorized persons for current and future reference;

(c) managing AsetKu's relationship with you which may include providing you with information about the Platform and enabling you to use the Services provided by the Platform;

(d) send notifications via e-mail to you;

(e) contact you regarding your request;

(f) prevent and detect fraud, including but not limited to the use of voice detection technology to analyze recordings of your telephone conversations with us;

(g) for our general business purposes, for example to verify your identity and your credit reputation;

(h) identify you when you contact us or visit the Platform.

(i) send marketing and non-marketing commercial communications to you;

(j) send e-mail notifications or newsletters if previously requested by you;

(k) provide sufficient information on the Platform to identify you to Fund Provider and/or Fund Recipient;

(l) allow you to participate in our interactive features services;

(m) allow banks, financial bodies or authorized third parties to perform limited checks on your status in our database or the Services;

(n) deal with inquiries or complaints made by or about you in connection with the Platform and stored to prevent fraud;

(o) verify your compliance with the terms and conditions regulate the use of the Platform;

(p) survey, research, evaluation and/or development of products or services by AsetKu or interested related parties;

(q) management of the User's *escrow* account to the *escrow* account provider ;

(r) carry out anti-money laundering and prevention of terrorism funding checks in financial services sector;

(s) fulfill the legal, regulatory and compliance requirements that apply to AsetKu and its Platform and Services based on applicable laws and comply with any applicable agreements in connection with the implementation of the Services;

(t) carry out orders or policies of government, regulatory bodies or authorized agency;

(u) notify you about changes to the Platform and Services.

3.4 Personal Data submitted by you to us for the purpose of publication on the Platform will be used for that purpose in accordance with the consent you have given to us and protected in accordance with our internal operational standards and procedures (SOP) regarding personal data protection.

3.5 We may disclose your Personal Data when:

(a) required by statutory regulations;

(b) there are ongoing or imminent legal proceedings;

(c) there are allegations of criminal acts including but not limited to criminal acts fraud or money laundering;

(d) required by the authorized agency or party; or (e) obtain your written consent.

already

3.6 If you provide us with false or inaccurate information, or we suspect fraud, we may note this in your credit history and

share such information with appropriate legal entities or authorities and/or fraud prevention agencies.

3.7 Users guarantee the authenticity of all documents submitted. For any falsification of documents or other criminal acts committed by Users, AsetKu can take legal action including processing the action in question to the competent authorities.

Storage of Personal Data

3.8 All Personal Data that you provide and/or we receive is in accordance with the Policy Privacy is stored safely in the territory of the Republic of Indonesia.

3.9 The storage of User Personal Data by AsetKu is for the shortest period of 5 (five) years or as long as necessary to protect the interests of AsetKu as deemed necessary or when required by law.

Personal Data Security

3.10 We will take all reasonable steps and actions to prevent loss, misuse or alteration of your Personal Data by unauthorized parties.

3.11 We further guarantee that all your Personal Data information submitted to us will be stored on our secure servers. Our security systems meet industry standards and we constantly monitor internet developments to ensure our systems develop as required. We also test our systems regularly to ensure our security mechanisms are always up to date and we fully comply with applicable laws and regulations regarding data protection in Indonesia.

3.12 Despite the steps and precautions we take, we cannot provide full guarantees regarding the security of all forms of data sent to us via the internet where other parties take or use us unlawfully and without our permission. We will do our best to limit access to Personal Data by unauthorized parties.

3.13 When registering on the Platform, you are asked to create your own personal password. You are responsible for maintaining the confidentiality of the password. We urge you not to share or share your password with unauthorized parties. Unless you want to log in to the Platform, we will never ask for your password.

Return and Destruction of Personal Data

3.14 Destruction of your Personal Data can only be carried out if:

(a) has passed the stipulation for the storage period of Personal Data, namely 5 (five) years or in accordance with statutory provisions;

(b) at your request, unless otherwise provided by the terms rules legislation.

3.15 Destruction as in Article 3.12 includes removing part or all of the documents related to your Personal Data that we manage so that the Personal Data cannot be displayed again in the electronic system unless you provide new Personal Data.

Changes to Personal Data

3.16 We understand that you may need to update or correct your information from time to time. When information updates are required, Users can submit a written request via e-mail to Us and provide Us with the relevant details.

We will help update and/or correct your information for you if we deem such changes necessary.

Return and Deletion of Personal Data

3.17 Users have the right to return the Personal Data that has been provided to them with the following conditions:

- (a) is not currently bound by an agreement in relation to the provision of Services on the Platform, both the Funding Distribution Agreement and the Funding Agreement;
- (b) has no rights in connection with the provision of Services on the Platform, including but not limited to the right to claim for returns, repayment and settlement of receivables;
- (c) have no obligations, financial responsibilities, debts or the like in connection with providing Services on the Platform;
- (d) not in the process of submitting an application for obtaining funding following the process verification and assessment of the application by AsetKu; And
- (e) is not registered as an active User of the Platform (has deactivated his account).

3.18 Requests for the return of Personal Data are submitted to us via e-mail **cs@asetku.com** by including valid proof of identity (copy of identity card or passport) along with the reason for returning the Personal Data.

3.19 Users have the right to request deletion of Personal Data from AsetKu by providing written notification no later than 3 (three) working days before the desired deletion date, stating the type or form of Personal Data for which deletion is requested, provided that the Personal Data to be deleted includes Personal Data which is proven to have been obtained from, has been requested or required by AsetKu. Data deletion provisions

This activity must be carried out in accordance with the provisions of Perkominfo No. 20/2016

ARTICLE 4

USE OF EMERGENCY NUMBERS

Purpose of Using Emergency Numbers

4.1 The Emergency Number entered by the Fund Recipient during the process of submitting an application for obtaining Funding ("**Application Application**") will be used by AsetKu specifically to contact the owner of the relevant Emergency Number when the Fund Recipient is in a state of Default.

My Asset Rights Call the Emergency Number

4.2 As an absolute condition for utilizing Funding through the Platform, the Fund Recipient hereby permits AsetKu without requiring approval from any party, to contact the party as the owner of the Emergency Number ("**Emergency Number Owner**") in the event that the Fund Recipient is in a state of Default, as may be notified by My Assets, for the purposes of:

- (a) search for or trace the whereabouts of the Fund Recipient in the event that the Fund Recipient has not paid off the Funding and the Fund Recipient cannot or is difficult to contact via the Fund Recipient's cellular telephone number which is registered and recorded on the Platform during the Application submission process;
- (b) request assistance from the Emergency Number Owner to remind the Fund Recipient to pay and repay Funding; and/or
- (c) ask the Emergency Number Owner to convey a message from AsetKu in connection with fulfillment of Funding repayment obligations and conditions of Default.

4.3 AsetKu will contact the Emergency Number Owner for the above purposes either via, among other things, direct telephone, SMS (*Short Message Service*), BlackBerry *messenger*, WeChat, or Whatsapp and other methods as determined by AsetKu from time to time.

In corresponding with the Emergency Number Owner, AsetKu will avoid all forms of intimidation, threats or other violations of law, including in this case not sending photos of Fund Recipients to the Emergency Number Owner.

Anticipatory Steps Against "Inactive Emergency Numbers"

4.4 Emergency Number provided by the Fund Recipient in the Application submission process

A request so recorded on the Platform is considered a “**Non-Active Emergency Number**” if, however, the Emergency Number:

- (a) not even raised, obtaining a response or response;
- (b) not registered, inactive, not functioning or permanently no longer in use;
and/or
- (c) has changed hands to another third party who is not related to the Fund Recipient or has been used by another party who claims not to know the Fund Recipient.

Release of Liability for My Assets

4.5 The Fund Recipient hereby releases, defends and does not harm and indemnify AsetKu and/or the Fund Giver (including employees, directors, commissioners, shareholders, representatives, proxies, agents and/or affiliates) from any losses, expenses, costs or costs arising from or in connection with:

- (a) disputes with third parties regarding the Emergency Number for any reason or cause
any dispute;
- (b) violation of the rights or losses of a third party or any party related to Number
Emergency;
- (c) sanctions, investigations or probes, probes, inspections or audits or any consequences of or related to violations of legal provisions and/or statutory regulations, government policies and/or decisions of any judicial or arbitration body as a result of or in connection with the implementation of AsetKu's rights in these provisions or attempts to contact, access, search, obtain and/or utilize the Emergency Number.

ARTICLE 5 USER RIGHTS

In connection with the use of Services on the Platform, the User has the right to:

- (a) regarding the confidentiality of Personal Data and Emergency Numbers;
- (b) submit a complaint in the context of resolving Personal Data disputes regarding failure
protection of Personal Data by us to the Minister;
- (c) get access or the opportunity to change or update their Personal Data without disrupting the Personal Data management system, unless otherwise determined by statutory provisions;
- (d) obtain access or the opportunity to obtain historical Personal Data that has been submitted as long as it is still in accordance with the provisions of laws and regulations;
- (e) request the destruction of Personal Data that we maintain, unless otherwise specified by
the provisions of the legislation; And
- (f) determine the confidential and non-confidential classification of Personal Data (if required).

ARTICLE 6 WAIVER OF LIABILITY

6.1 You agree not to hold us liable for any breach, violation or non-compliance with the Privacy Policy or Personal Data protection in the following situations:

- (a) where an act of nature or unforeseen circumstances has occurred, resulting in damage, damage or destruction of equipment and/or machinery used to secure, store or process User Personal Data;

- (b) where the Personal Data was available or could be discovered by the public before the Personal Data or such information is submitted to us;
- (c) where after every reasonable effort and effort has been made by us to verify, secure and protect the data and personal information we provide, there is unauthorized access, *hacking*, misuse, modification, change, interference;
- (d) regarding the accuracy (except Personal Data which has been verified by AsetKu in accordance with its policies), validity, legality and completeness of your Personal Data and is not obliged to notify you or any party regarding this unless legally required; and/or
- (e) where the misuse of Personal Data and information is caused by a crime, fraud or any criminal act or wrongful action of a third party that is not under our control or instructions.

6.2 We will make reasonable efforts to notify you in writing via e-mail if there is a failure to protect the confidentiality of Personal Data in the management of the Platform either caused by us or when we find out about it from a third party which is managed with the following notification provisions:

- (a) by including the reasons or causes for the failure of secret protection
Personal data;
- (b) written notification via e-mail to you no later than 14 (fourteen) days after the failure becomes known;
- (c) provide a contact person who is easy for you to contact regarding Data management
Personal.

ARTICLE 7 COOKIES

7.1 By visiting and using the Platform, you acknowledge that cookies may be installed on your device. Cookies are files that record information such as site browsing traces from a device or to collect internet log information and visitor behavior information. When you visit this Platform again, cookies will make it easier for us to customize content according to your needs. These cookies do not track individual User information, and all of our cookie data is encrypted and cannot be read by other Platforms.

7.2 Even though your computer device will automatically accept cookies, you can choose to make modifications through your search site settings, namely by choosing to reject cookies by deleting the cookies installed on your device at any time by configuring your search site software.

You may not benefit from some Services on the Platform if cookies are deleted or prevented from being installed on your device.

ARTICLE 8 PRIVACY POLICY CHANGES

8.1. This Privacy Policy may be changed and/or updated from time to time. When we do, we will update and publish the most current version of this Privacy Policy on the Platform.

8.2. You are advised to carefully read and check this Privacy Policy from time to time to stay informed of the latest changes in this Privacy Policy.

8.3. We may notify you about changes made to this Privacy Policy
via e-mail to your registered e-mail address.

8.4. By continuing to access and use the Platform and Services, Users are deemed to have agreed to the changes in this Privacy Policy

ARTICLE 9 PROHIBITION OF USE OF SERVICES AND INFORMATION MINORS

The services provided by AsetKu cannot be used and/or are prohibited from being used by minors (as determined based on Applicable Law). AsetKu also does not intend to provide Services through the Application for minors and will not or intentionally collect personal data related to minors.

The User or prospective User hereby confirms and guarantees that the User or prospective User is of legal age (as determined based on Applicable Law) and has the capability to understand and accept the provisions of this Privacy Policy.

If the User or prospective User is a parent or legal guardian of a minor, then they must not allow or prohibit minors under their supervision from using the Application and/or sending personal data to AsetKu.

In the event that personal data regarding minors is disclosed to us, whether intentionally or unintentionally, the user or prospective user declares that they are fully responsible for the action and release us from all forms of responsibility and legal consequences for the disclosure of such data by the user or prospective user. Users and we will be able to refuse and/or take necessary action based on the policies and provisions that apply to the data disclosed.

We are not responsible for unauthorized use of the Asetku Application services by Users or prospective Users, therefore Users or prospective Users can only act for and on their own behalf. It is the responsibility of the User or prospective User to make a decision based on the information that the User or prospective User owns regarding the use of services in the Asetku Application and take the necessary steps to prevent misuse of the Service in the Asetku Application which is not carried out by the User or user candidate.

ARTICLE 10 OTHER

We have prepared this Privacy Policy in accordance with applicable laws and regulations including but not limited to POJK No.10/2022, Perkominfo No. 20/2016 and the PDP Law.

ARTICLE 11 CONTACT

If you have questions, comments and requests regarding the Privacy Policy, you can direct them to our Data Protection Officer at the email address cs@asetku.com loan@asetku.com or through the consumer complaint service available on our platform. The organizer does not charge any fees to users for complaint service.

Appendix 2

No. Agreement: []

Date : []

APPENDIX 2
Funder Transaction Description

This attachment will be updated automatically and periodically every time there is a Funding transaction. Attachment 2 is an inseparable part of the Funding Agreement.

Funders	Funder Funding Distribution Agreement Number

Appendix 3

No. Agreement: []

Date : []

APPENDIX 3
Funding Transaction Information

This attachment will be updated automatically and periodically every time there is a funding transaction. Attachment 3 is an inseparable part of the Funding Agreement.

Agreement Number Funding Distribution	Date Funding	Date End Pendanaa n	Tenor	Amount Funding	Timetable Installments	Nominal Installments	Estimated Amount Paid by Recipient Funds on Due Date Temporary (including tax)