

**LOAN AGREEMENT No. \_\_\_\_\_**

<b>Date</b>	
<b>Lender</b>	Name:
	ID No:
	Address:
<b>Borrower</b>	Name:
	ID No:
	Address:
	Mobile Phone Number:

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

1. **Loan Amount (Loan)** : IDR\_\_\_\_\_ (*amount in letter*).  
The Loan is an unsecured personal loan.
2. **Maturity Date** : \_\_\_\_\_.
3. **Interest Rate** : \_\_\_\_ per annum.
4. **Disbursement Date** : The Loan will be disbursed to the Borrower’s bank account provided by the Borrower via Platform after the Borrower receives notice of loan approval via Notice to Borrower.
5. **Consulting Fee** : Shall consist of:
  1. **Consulting Fee Lender** IDR\_\_\_\_\_ (*amount in letter*)
  2. **Consulting Fee Service Provider** IDR\_\_\_\_\_ (*amount in letter*)
6. **Service Fee** : IDR\_\_\_\_\_ (*amount in letter*)
7. **Fees** : Consulting Fee and Service Fee.
8. **Installment** : Not applicable.
9. **Penalty Fee** : The following penalty fee shall be charged for any late payment of the amount due and payable in respect of the **Loan Amount**:

- 1<sup>st</sup> charge of IDR [\_\_\_\_\_]: for late payment over 3 (three) calendar days from the Repayment Date;
- 2<sup>nd</sup> charge of IDR [\_\_\_\_\_]: for late payment over 10 (ten) calendar days from the Repayment Date;
- 3<sup>rd</sup> charge of IDR [\_\_\_\_\_]: for late payment over 20 (twenty) calendar days from the Repayment Date;
- 4<sup>th</sup> charge of IDR [\_\_\_\_\_]: for late payment within 30 (thirty) calendar days from the Repayment Date;

\* *The Penalty Fee will be waived if the outstanding principle is less than IDR \_\_\_\_\_ (the “Grace Sum”).*

**10. Service Provider**

**PT. KAS WAGON INDONESIA**, a limited liability company established and existing under the laws of the Republic of Indonesia, having its registered office at Oleos 2 Lantai 3 Zone A, Jl. Kebagusan I No.6, Kebagusan, Pasar Minggu, South Jakarta.

Service Provider shall be responsible for processing of the Borrower’s application for the Loan, further processing of the Loan disbursement and maintenance.

**11. Escrow Account**

All payment under this Loan Agreement shall be made to a special bank account (the “**Escrow Account**”), used by the Service Provider, and identified below:

*Account No.: 00702312477*

*Account Holder: PT Kas Wagon Indonesia*

*Bank Name: Bank Permata.*

**12. Repayment**

: Borrower shall repay on the Maturity Date, the total amount of the Loan (including but not limited to principle, interest, Fees, any other fees or expenses) to the Escrow Account.

The Loan Amount, the Consulting Fee, the Extension Fee (if applicable) and the Prolongation Fee (if applicable) are to be forwarded by the Service Provider to the virtual account of the Lender.

**13. Repayment amount**

IDR \_\_\_\_\_ (*amount in letter*) shall be repaid by the Borrower in accordance with the terms and conditions hereof.

**14. Early Repayment** : Not possible.



## TERMS AND CONDITIONS

### 1. DEFINITIONS

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

<b>Lender</b>	means natural person or legal entity which is described in the Loan Agreement, and shall include the Lender's legal representative, successors, authorized assigns and/or persons deriving title thereunder, as the case may be.
<b>Event of Default</b>	means the breach or failure to perform any obligations by the Borrower as defined in Clause 9.
<b>Extension Fee</b>	a fee payable to the Lender through the Service Provider for assisting in amending terms of the Loan Agreement consisting of 10% (ten percent) of the total unpaid principal of the Loan as of one business day prior to the relevant Repayment Date.
<b>Loan Agreement</b>	means the Loan Agreement (including Terms and Conditions) which may be amended, replaced or supplemented from time to time.
<b>Prolongation Fee</b>	a fee payable to the Lender through the Service Provider for extension of the Loan Agreement as prescribed in Clause 4(c)(ii) hereof.
<b>Repayment Date</b>	means the repayment date or dates on which the Loan shall be repaid by the Borrower to the Lender (also referred to as the " <b>Maturity Date</b> ").
<b>Interest</b>	Means percentage of principle charge by the Lender through the Service Provider for the use of the Loan.
<b>Consulting Fee</b>	means a fee payable by the Borrower to the Lender (" <b>Consulting Fee Lender</b> ") and to the Service Provider (" <b>Consulting Fee Service Provider</b> ") through the Service Provider for the Loan processing.
<b>Service Fee</b>	means a fee payable by the Borrower to the Service Provider for the Loan administration and maintenance.
<b>Platform</b>	means an internet-based lending platform owned and operated by the Service Provider, using the domain <a href="http://www.cashwagon.id">www.cashwagon.id</a> .
<b>Notice</b>	means notification/approval/confirmation sent by the Service Provider or through Platform to the Borrower in respect of matters referred to herein and can be performed via short message service (SMS) and or calling

directly to mobile phone of the Borrower as provided under the Loan Agreement.

## **2. INTEREST AND THE FEES**

- a) the Borrower shall pay to the Lender the interest as stipulated in the Loan Agreement (Interest Rate) and the Consulting Fee Lender.
- b) Interest shall be calculated daily on the basis of 360 days per year and actual number of days elapsed, commencing on the disbursement date.
- c) The Lender may, at its sole discretion (subject to applicable laws and regulations), change the interest rate at any time and from time to time by sending prior Notice to the Borrower. Any such change shall take effect from the date of such Notice delivered to the Borrower or any date mentioned in the Notice.
- d) Interest is due and payable by the Borrower on to the Lender on the Maturity Date through the Platform.
- e) Fees are due and payable by the Borrower to the Service Provider and to the Lender on the Maturity Date through the Platform.

## **3. PENALTY FEE**

- a) Upon occurrence of any Event of Default, the Borrower shall pay a penalty fee to the Lender at a rate of [Insert] per annum, in addition to Penalty Fee and the Interest Rate payable under the Loan Agreement, on the Loan outstanding amount (the “**Penalty Fee**”). The Lender shall have the right to waive its right to charge a penalty fee from the Borrower.
- b) Such Penalty Fee shall be accrued until the date the due amount is fully repaid by the Borrower.
- c) The Borrower shall pay the Penalty Fee in respect of the Loan outstanding amount (including but not limited to principle, interest, Consulting Fee, Service Fee, and any other fees or expenses).

## **4. LOAN CANCELLATION AND EXTENSION**

- a) The Lender shall be entitled to cancel the Loan and terminate the Loan Agreement subject to mandatory requirements of applicable laws if any Event of Default has occurred and is continuing.
- b) The Lender and the Borrower hereby agree to waive the provisions set forth in Article 1266 of the Indonesian Civil Code to the extent that a court approval or a court order is required to terminate this Agreement.
- c) The Lender authorizes the Service Provider to extend the Loan by way of execution, signing, novating, assigning, terminating, performing and amending the Loan Agreement if all of the following conditions are met:
  - (i) the Borrower requests for Loan extension via the Platform not later than 30 (Thirty) business days from the Repayment Date;
  - (ii) the Borrower has repaid the Extension Fee and IDR \_\_\_\_\_ {Consulting Fee + Service Fee (both values are undiscounted)} (*amount in letter*) in case of the first Loan extension, or the Borrower has repaid the Extension Fee and the Prolongation Fee which amounts to \_\_\_\_\_ {Prolongation fee rate}% of the unpaid principal amount in case of any consecutive Loan extension.

## 5. PAYMENT

- a) On the Repayment Date the Lender and the Service Provider accrues the Consulting Fee, and the Service Provider accrues the Service Fee if the Borrower fails to fulfill its obligations on the Loan repayment.
- b) All payments of the Loan principal, interest, Fees and other amounts due and payable under this Loan Agreement shall be made without deduction for or on account of any tax.
- c) All costs associated with the transfer of monies (including wire transfer costs) from the Lender to the Borrower shall be borne by and be the responsibility of the Borrower.
- d) The payments made by the Borrower shall be applied in the priority order (i) interest, (ii) principle, (iii) Penalty Fee, (iv) Fees, (v) Extension Fee (if applicable) and (vi) any other expenses.

## 6. REPRESENTATIONS AND WARRANTIES

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

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

(iv) the Lender authorization given under this Loan Agreement is valid and the Loan Agreement constitutes valid, legal and binding obligations of the Lender.

## 7. AUTHORIZATION

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

## 8. ASSIGNMENT

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

## 9. EVENT OF DEFAULT

- a) Each of the following events shall constitute an “**Event of Default**”:
  - (i) default by the Borrower in payment of any amount due and payable under the Loan Agreement by the due date;
  - (ii) default by the Borrower in performance of any obligation contained in the Loan Agreement to which it is a party;
  - (iii) any representations, warranties, or statements made under the Loan Agreement is proved to be incorrect or misleading;
  - (iv) the Borrower becomes insolvent, or bankrupt; or the Borrower transfers or disposes the collateral (if applicable and if agreed between the Borrower and the Lender) without the written consent of the Lender;



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

## **10. VERIFICATION**

The Borrower expresses consent, agrees and acknowledges that the Lender may conduct verification of the Borrower's data in any form even after execution of the Loan Agreement and, based on results of such verification and subject to the Lender's absolute and sole discretion, the Lender may prior to disbursement of the Loan do the following always subject to applicable local laws and authority regulation: (i) reject the Loan application; (ii) terminate the Agreement; (iii) reduce the Loan amount for disbursement.

## **11. EXECUTION**

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

tantamount to the consent of the Borrower to be bound by the terms and conditions of the loan agreement.

## **12. INDEMNITY**

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

## **13. DISCLOSURE OF INFORMATION**

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

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

## **14. MISCELLANEOUS**

- a) Entire Agreement. Loan Agreement (together with the Terms and Conditions) constitutes the entire agreement and supersedes all prior contract and agreements.

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

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

THE LENDER

THE BORROWER