

LOAN AGREEMENT BETWEEN LENDER AND BORROWER

No _____

This LOAN AGREEMENT ("Agreement") is effective as of 22 February 2020, by and between:

1. (Teching Pte Ltd), an exempt private company limited by shares existing under the laws of the Republic of Singapore, with unique entity number 201937341K, having its registered address at 71 Ubi Road #08-34, Oxley Bizhub, Singapore (408732) (hereinafter referred to as "the **Lender**").
2. (), private individuals, in this legal act acting for and on behalf of the person (hereinafter referred to as "the **Borrower**").

Furthermore, the Lenders and Borrowers will be jointly referred to as "**the Parties**", and respectively "the **Parties**".

The Parties first explained the following matters:

- (A) THAT The Borrower requires funds with a maximum ceiling of Rp. ____ ("Loan"). The loan will be used by the Borrower for certain things according to the Borrower's needs, but will not be used for unlawful purposes such as money laundering, terrorism, and other things that are prohibited by applicable law in the Republic of Indonesia ("Purpose");
- (B) THAT the Borrower submits an application for obtaining the Loan through the DanaRupiah platform, furthermore when the proposal is approved by the Borrower, this is also referred to as the Loan Recipient.
- (C) THAT Lenders have agreed to provide Loans through the DanaRupiah platform and support Borrowers in achieving their Goals.

Based on the matters as stated above hereby the Parties agree to bind themselves in this Agreement with the following conditions.

1. DEFINITION

In this Agreement there are several definitions to be understood by the Parties:

1. Lenders, means every prospective loan sender or user who uses the DanaRupiah application.
2. Borrower, means every prospective loan recipient, loan recipient or user who uses the DanaRupiah application.
3. Borrower Bank Account, means a specific bank account designated by the Borrower for the purpose of receiving Loan disbursement from the Lender.
4. Borrower Data, means personal data and information submitted by the Borrower on the Platform to be verified by DanaRupiah on behalf of the Lender.
5. Borrower Platform ID, means the Borrower's username and / or registration number on the Platform attached to, representing and relating to the Borrower's data that has been submitted and registered on the Platform.
6. DanaRupiah, means PT. Layanan Keuangan Berbagi

7. DanaRupiah Services, means services provided by DanaRupiah to Borrowers in accordance with CSA.
8. "CSA", means the service agreement that will be implemented between DanaRupiah and the Borrower in connection with the delivery of DanaRupiah's service.
9. Total Debt, means the aggregate amount of the principal amount of the loan, administrative costs (maintenance costs, risk fees, management fees and transfer fees) thereof and other accumulated costs.
10. Bank Account, means the DanaRupiah's bank account designated for the purpose of disbursing Loans to Borrowers and receiving payment of the principal amount of the Loans, funds or fees or other amounts owed from the Borrower to the Lender or to the DanaRupiah.
11. Lender Data, means personal lender identification information provided by the Lender to the DanaRupiah and / or Platform.
12. Lender Platform ID, means the lender's username and / or registration number on the Platform attached to, representing and related to the Lender Data that has been submitted and registered on the Platform.
13. Loans, means financing services in the form of loans provided by the Lender to the Borrower, which will only be used for personal needs, such as education, health etc.
14. Loan Request, means an application submitted electronically by the Borrower through the Platform to obtain a Loan, including supporting documents and information required by the Platform.
15. Loan Disbursement Date, means the date when the Lender or third party on behalf of the Lender, including DanaRupiah, *transfers the Loan wire* to the Borrower's Bank Account.
16. Loan Financing Details, means the loan terms and conditions as stipulated in the attached Loan Financing Details.
17. Platform, means an internet - based *peer-to-peer* lending platform owned and operated by the DanaRupiah, including the "DanaRupiah " *application*
18. "Privacy and Authorization Policy" means the terms and conditions that apply and form an integral part of this Agreement.
19. "Lending Area" means the area included in the Unitary State of the Republic of Indonesia and is included in the area of the area that can apply for a Loan to the Lender.

2. LOANS AND PURPOSES

- 2.1 The DanaRupiah will provide the Borrower with a ceiling of Rp. 400,000 to Rp. 8.000.000 , - . The Borrower hereby acknowledges that he has received a loan from DanaRupiah and this Agreement is also a valid receipt.
- 2.2 From the loan, a fee of 0.8% per day will be charged.

Hereinafter referred to entirely as " **Costs** " are the responsibility of the Borrower .

- 2.3 The Loan System is in accordance with the funds needed and requested by the Borrower. Therefore, the total amount owed in the Loan ceiling is the amount requested by the Borrower.

3. LOAN PAYMENT

- 3.1 The period for borrowing within the Loan ceiling is _____ days , as of the date the Loan is approved, and will be determined from the borrower's *credit* rating or *scoring* (" **Loan Period** "). The Borrower agrees to, and will, repay the amount withdrawn in the Loan ceiling / Amount Due under this Agreement at the same time at termination (" **Due** ")
- 3.2 All payments to be made by the Borrower pursuant to this Agreement shall be paid in full without reduction through telex transfer in banks and bank accounts as determined by the DanaRupiah from time to time in writing. Any bank charges under any name incurred in connection with these payments must be borne by the Borrower.
- 3.3 If the Borrower is late in making payment at the Due Date, the Borrower agrees that the Amount and the following Amount will be subject to late fees, as follows:
- There is an admin fee of 3% of the arrears amount plus:
- a. delays on days 1-10, principal loan x (daily interest + 0.2%) (daily)
 - b. delays above 10 days, principal loan x (interest per day + 1%) (per day)
- 3.4 The Borrower may repay the Amount Amounted in part or in full shorter than the Maturity Date as agreed in full without any deduction in accordance with the Amount to which the Borrower is responsible.

4. IMPLEMENTATION OF AGREEMENT

- 4.1 The Borrower has applied for a Loan by submitting a Loan Request to the DanaRupiah through a predetermined platform.
- 4.2 The Borrower agrees that:
- a. The Lender will have the right to charge fees for the Loan as detailed in the Loan Financing Details and DanaRupiah will be entitled to charge the Borrower for the DanaRupiah Services in accordance with the CSA and that the Borrower must pay all amounts at maturity under this Agreement and based on Applicable CSA; and
 - b. The Borrower is required to pay debts in accordance with the Loan Financing Details and must pay the full amount of debt at maturity under this Agreement and without delay to the Bank Account as stated in the loan financing details.
- 4.3 The Borrower agrees and understands that the Lender has given power of attorney and appoints DanaRupiah as parties to:
- a. Agree to a loan agreement, guarantee agreement or other documents (if any) related to the loan agreement from the lender to the loan recipient selected by the lender based on the Loan Request List, including showing and / or submitting to other parties documents related to the loan agreement needed to fulfill the obligations of the User;
 - b. Carry out the creation of a Virtual Account for the purpose of channeling loan funds and / or receiving funds to repay loan payments;
 - c. Placing funds owned by the Lender in DanaRupiah's Escrow Account to be addressed to the loan recipient, following the issuance of an order for disbursement or distribution of funds to the Loan Recipient or his proxy (if any) by taking into account the provisions in the agreement between DanaRupiah and the Bank regarding DanaRupiah's Escrow Account;
 - d. Collecting loan payments or repayments from the Loan Recipient following the appointment or transfer of power of attorney to another party (substitution) to carry out the collection effort; and / or
 - e. DanaRupiah must have good faith in seeking dispute resolution between the Lender and the Loan Recipient inside and outside the court following the

appointment or transfer of power of attorney to another party (substitution) to seek the settlement of the dispute with the approval of the Lender concerned.

f. Manage and process Loan Requests from Borrowers, including but not limited to verifying and / or validating Borrower data contained in Loan Requests or submitted to Lenders through DanaRupiah or Platform;

g. Oversee debt collection when due and costs associated with it including but not limited to issuing warning letters and text messages to, and telephone calls to the Borrower; and

h. Disbursing Loans to the Borrower's Bank Account and receiving all payments from the Loan in connection with DanaRupiah's Services in the Bank Account; on behalf of the Lender.

4.4 Loan Requests will be processed in accordance with the criteria specified by the Lender as referred to in this Agreement and verification thereof by DanaRupiah, and this will be the basis for DanaRupiah to disburse the Loan to the Borrower, on behalf of the Lender.

4.5 Approval for Loan Requests will be based entirely on the absolute evaluation of the Lender and is dependent on the Borrower's implementation of legal documents and other required documents as required by the Lender.

4.6 The Borrower hereby grants full power and authority to the Lenders and DanaRupiah through the DanaRupiah's Platform, each employee, agent and DanaRupiah or third party authorized by DanaRupiah, to copy, share and use the Borrower's Data for any actions taken in relation to Requests for Loans and Loans as one of the authorized persons is deemed necessary. ,

4.7 The Borrower states, guarantees and agrees with the Lender that:

a. The borrower has met the minimum criteria as specified in this Agreement.

b. All Borrower data and all other information provided to DanaRupiah and / or Platform are complete and correct data and information from the Borrower and do not contain misleading information.

c. The Borrower will be legally responsible for any counterfeiting, and unauthorized use of Borrower Data provided by or on behalf of the Borrower to DanaRupiah or Platform.

d. The Borrower approves and will implement this Agreement with full sense of responsibility and good faith and without any intention to violate both the rules in this Agreement and the applicable laws and regulations including but not limited to money laundering, tax avoidance and anti-terrorism regulations.

e. The Borrower signs this Agreement for and on his own behalf freely and at his own free will without coercion or intimidation from any party and knows and understands the contents and consequences thereof.

f. The Borrower's electronic signature in this Agreement is legal and has legal force and this Agreement is a legal, legal and binding obligation to the Borrower, and can be implemented against it in accordance with applicable law.

g. The Borrower is not required to withhold taxes or other amounts from each loan payment, whether for principal, fees or other amounts; and

h. The proceeds of the loan will be used solely for personal purposes, not for commercial or business purposes in any form.

4.8 The Borrower is aware of and has agreed to the applicable Privacy and Authorization Policies which are an integral part of this Agreement.

4.9 The Borrower agrees and understands that Borrower Data submitted to DanaRupiah and / or Platform will be disclosed to the Lender and used by DanaRupiah and the Lender to process the Loan Request and by DanaRupiah to manage the Loan and in connection with the provision of services by DanaRupiah to Lenders and Borrowers are in accordance with CSA.

- 4.10 Lenders agree and understand that Borrower Data submitted to DanaRupiah and / or Platform will be used by DanaRupiah to process the Loan Request and manage the Loan and other matters relating to the provision of DanaRupiah services to the Lender.
- 4.11 The Parties acknowledge and agree that the implementation of this Agreement together with the Loan Financing Details and other attachments thereof may be carried out using electronic signatures which will be considered as legal signatures and have the legal force of each Party. Each party agrees to provide a physical signature for this Agreement if requested by DanaRupiah.
- 4.12 The Parties have read and understood the contents of the Agreement, and therefore fully understand the rights and obligations arising from this Agreement and CSA.
- 4.13 The Borrower agrees and acknowledges that after receiving the Loan, the Borrower will owe the Lender for the amount of funds disbursed to the Borrower's Bank Account in accordance with this Agreement.
- 4.14 The Borrower agrees to follow the terms and conditions listed in the Loan Financing Details of this Agreement plus other costs that must be paid by the Borrower to the Lender under this Agreement.
- 4.15 The Borrower fully understands that his Lending Application may be refused by the Lender without the obligation of the Lender, DanaRupiah and / or Platform to disclose the reason for the refusal. The Borrower does not have the right to request a review, re-evaluation or other form of request to reassess the loan application that was rejected.
- 4.16 The Parties agree not to communicate, interact or connect, directly or indirectly, with one another, other than in the manner provided on the Platform. In the event of an event that affects the smooth operation of the DanaRupiah's Services and is not possible to be resolved through the Platform, the Parties can resolve it directly in accordance with the provisions of the DanaRupiah.
- 4.17 The Lender hereby authorizes DanaRupiah to exercise the Lenders' rights under this Agreement and the Borrower acknowledges that DanaRupiah has been permitted to exercise the Lenders' rights under this Agreement without the need for additional or separate authorization by the Lender.
- 4.18 Borrowers hereby declare and guarantee to DanaRupiah as follows:
 - a. The Borrower has full legal rights, power and authority to sign this Agreement and to carry out its obligations under this Agreement;
 - b. This agreement when signed and implemented will be valid, enforceable and create binding obligations for the Borrower that can be applied to the Borrower in all respects in accordance with their respective terms and conditions;
 - c. A breach of contract has not yet occurred, and the signing, delivery and execution of this Agreement or other agreements or documents referred to in this Agreement will not result in breach of promise or event which by notification or the lapse of time or both are breach of promise based on any agreement in which the Borrower is a party or one of its assets is bound;
 - d. no legal, arbitral or administrative proceedings with the court or other assembly are pending or threatened with the Borrower which may have a significant impact on the Borrower's ability to carry out its obligations under this Agreement.
 - e. The Borrower is not in default of payment for any taxes, levies or other obligations due to the Government of the Republic of Indonesia.
 - f. The Borrower is not in a breach of contract based on any material agreement in which the Borrower is a party or one of his assets is bound.

- 4.19 DanaRupiah hereby declares that DanaRupiah is not responsible for any risk, compensation, costs, penalties and / or interest resulting from or is bound by the default of the Loan Recipient under this Agreement.
- 4.20 DanaRupiah guarantees that based on the principle of personality in articles 1315 and 1340 of the Civil Code, the relevant authorities are not responsible for any risks, and compensation for losses resulting from or related to the validity and / or implementation of the agreement.

5. PROMISE INJURY

5.1 Any violations, violations of the law and / or denial of any terms, conditions, promises to commit, statements and / or guarantees in this Agreement, including but not limited to one of the following events (each of these subsequent events individually) itself is called "**Broken Promise** "):

- a. the failure of the Borrower to carry out any of his obligations under this Agreement, or to take any action by the Borrower which, according to the consideration of DanaRupiah is reasonably dangerous, or violates the rights of DanaRupiah under this Agreement;
- b. The borrower becomes insolvent or insolvent (whichever happens), or recognizes in writing his inability to pay his debts at maturity;
- c. disruption in the Indonesian financial market and / or international economy, or political situation, or other adverse changes including actions taken by authorized officials against the Borrower or Borrower's assets, which in the opinion of DanaRupiah will be dangerous, result in delays or hinder the fulfillment of obligations Borrowers in this Agreement; or

5.2 In the event that the Borrower does not correct the breach of promise, then

- (i) the Borrower is immediately subject to late fees and service fees for any late payment of the Loan ; and
- (ii) DanaRupiah has the right to take any action deemed necessary to exercise all of its rights and authority in the Agreement and / or applicable laws and regulations.

6 . DIVERSION

In accordance with local legal requirements, the Lender may determine or transfer his rights and obligations under the Loan Agreement, in whole or in part, and the Borrower will be deemed to approve the transfer or transfer, the Borrower hereby grants full power and authority to the Lender (or Service Provider, designated by the Lender) to sign each letter, receive notification and keep notice on behalf of the Borrower. The Borrower will be deemed to have been fully notified of such determination. The Lender (or Service Provider, appointed by the Lender) must provide a Borrower notification at the request of the Borrower. The Borrower in this case will not be determined without the written consent of the Lender to determine or transfer his rights and obligations under the Loan Agreement.

7 . CHANGES, AMENDMENTS, MODIFICATIONS

Any changes , amendments or modifications to this Agreement may occur at any time in accordance with the policies applicable to DanaRupiah, and therefore DanaRupiah has no obligation to obtain approval from the Borrower regarding the changes .

8 . NOTICE

Each notification, permohonan or communications on demand or else by this Agreement, shall be given in writing and in a language Indonesia, and can be sent via email or communication networks via the Internet more, provided that it is considered to have been received if it had contained a notification sent and no delivery failure notification, with a maximum period of 3 (three) hours from the time the email was sent.

9. SEPARATION

If one or more of the terms of the agreement are invalid, null and void or invalid in any case under applicable law or the award, the validity, validity and implementation of the other provisions listed here will not be affected or disturbed in any way. In that case, the Borrower must sign additional documents as may be requested by DanaRupiah to carry out the provisions in this Agreement which are determined to be invalid, null, invalid or unworkable.

10 . APPLICABLE LAW

This agreement will be regulated and interpreted in accordance with the laws of the Republic of Indonesia.

11 . JURISDICTION AND LEGAL DOMICILE

In connection with this Agreement and all its consequences, any dispute arising and cannot be resolved by consensus agreement by the Parties within thirty (30) days after the first notification of the dispute, the Parties choose a general domicile and remain in the Registrar's Office of the South Jakarta Court, without limiting the right of the Lender to initiate an action in any court in Indonesia or anywhere else that has jurisdiction over borrower or borrower's asset.

12 . TITLE IN THE AGREEMENT

The headings in this Agreement are entered only for convenience and may not be used to interpret any of the provisions in this Agreement.

13 . CLOSING

1. The agreement was made and agreed by the Parties through an electronic signature as regulated in the Law of the Republic of Indonesia Number 11 Year 2008 regarding Electronic Information and Transactions as evidenced by the Provision of Platform IDs to a Lender and will have the same legal force as the agreements made and signed off.
2. This agreement can be implemented with separate physically signed Copies, each of which is executed and delivered will be considered authentic, and all at the same time are one and the same instrument and this Agreement has binding legal force.