

**GLOBAL CLIENT ACCOUNT AGREEMENT**

**JURISDICTION SCHEDULES**

**INDONESIA JURISDICTION SCHEDULE**

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Indonesia. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. With regard to the use of cheques and/or giro orders, according to the prevailing laws and regulations, including Bank Indonesia Circular Letters regarding Bounced Cheques<sup>1</sup> and/or Bilyet Giro, you have to fulfil, among others, the following obligations:
  - (a) be responsible for the drawing down against Cheques and/or Bilyet Giro received from us;
  - (b) provide sufficient funds in the Giro Account or Special Account at the minimum of nominal value of circulated Cheques and/or Bilyet Giro;
  - (c) will not draw down against a Bounced Cheque and/or Bilyet Giro for any reason whatsoever;
  - (d) report the fulfilment of the obligations to settle any drawing down of Bounced Cheque and/or Bilyet Giro within seven (7) business days after the rejection date;
  - (e) release us from any legal claims of any legal consequence arising from the rejection of a Bounced Cheque and/or Bilyet Giro;
  - (f) comply with the provisions regarding Bounced Cheques and/or Bilyet Giro, among other things on the signing of Cheques and/or Bilyet Giro, repayment of the stamp duty and drawing down of Cheques and/or BilyetGiro;
  - (g) return the remaining of Cheques and/or Bilyet Giro forms to us if its right of use of the Cheques and/or Bilyet Giro has been frozen, identity of the Account Owner is included in the National Black List (*Daftar Hitam Nasional* or DHN) or the Giro Account is closed at its own request; and
  - (h) must immediately inform us if there is a change of identity, among other things, change of name, address, phone number and/or Taxpayer Registration Number.
3. Your right to use Cheques and/or Bilyet Giro may be frozen and we will report your identity for the inclusion in the National Black List, if: (a) you draw down against three (3) or more different Bounced Cheques and/or Bilyet Giro with nominal value under IDR 500 million each within six (6) months or (b) draw down against a Bounced Cheque and/or Bilyet Giro with nominal value of IDR 500 million or more.
4. We may close your accounts at any time if:

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<sup>1</sup> Bounced Cheques (*Cek Kosong*) means cheques with insufficient funds.

- (a) you refuse to provide documents and information as requested by us in line with the applicable laws, regulations and our policies and procedures;
  - (b) during a six months period, cheques drawn on an Account are returned for insufficient funds, three or more times;
  - (c) a cheque with a nominal value of IDR 1 billion or more is returned for the reason of insufficient funds;
  - (d) you are included in the National Black List; or
  - (e) you draw down the Bounced Cheque and/or Bilyet Giro again within the sanction imposition period of the National Black List or other causes that have been agreed in the opening of Giro Account.
5. When we close your Account, you must:
- (a) return to us the remaining Cheques and/or Bilyet Giro forms that have not been used;
  - (b) maintain sufficient funds in the special account opened by us for the settlement of payment obligation over Cheques and/or Bilyet Giro in circulation; and
  - (c) submit a statement on a duly stamped letter, which at least states that:
    - (i) all payment obligations from drawing down against Cheques and/or Bilyet Giro have been properly settled;
    - (ii) no Cheque and/or Bilyet Giro remain in public circulation; and
    - (iii) you are willing for your identity to be recorded or recorded again in the National Black List, if in the future there are still Bounced Cheques and/or Bilyet Giro that satisfy the criteria stipulated in paragraph 3 above.
6. We will not provide a cheque facility for foreign currency accounts. Instructions regarding the withdrawal of funds from foreign currency accounts may be made using electronic instructions or using the prescribed letter of authorisation provided to you by our Jakarta branch.
7. A new Clause 4.11 is inserted as follows:
- "All authorisations granted by you under the Agreement will be unconditional and irrevocable."*
8. A new Clause 6.6 is inserted as follows:
- "The applicable laws and regulations concerning foreign exchange system and exchange rate system provide that a person may freely hold and use foreign currency. Any transfer of foreign exchange to and from abroad is, however, subject to the reporting obligation to the Central Bank (Bank Indonesia), and certain transactions in Indonesia Rupiah are restricted by the applicable Bank Indonesia regulations concerning restriction on Rupiah transactions and foreign currency credit offered by banks. You represent and warrant to us that you are and will continue at all times to be in full compliance with the mandatory reporting requirement and all such policies, regulations and/or directives and that you will promptly indemnify us and each of our officer or employee against any fines, penalties,*

*cost, loss or liability incurred by us (or our officer or employee) arising out of, or in connection with a breach of the aforementioned representation and warranty."*

9. A new sentence is inserted as the last sentence in Clause 7.3 as follows:

*"You waive any rights you may have under the Indonesian Civil Code or otherwise to claim that any claims for payment denominated in different currencies are not capable of being set-off."*

10. To the extent applicable, Article 1266 of the Indonesian Civil Code (*Kitab Undang-undang Hukum Perdata Indonesia*) is waived to the extent necessary to effect termination of the Agreement without the need for a court decision.

11. New paragraphs concerning representations and warranties are added/inserted to Clause 12.1 as sub-Clauses (c) and (d) respectively as follows:

*"(c) You are not insolvent, bankrupt, liquidated or under suspension of payment of your debts, nor any petition for insolvency, bankruptcy, liquidation or suspension of payment of debts, or similar situation, have been made to or by you.*

*(d) The execution of the Agreement and the performance of your obligations to us does not contravene or constitute an infringement under Applicable Law, and does not conflict with any other contractual duties it may owe to other parties."*

12. Clause 13.8 is replaced as follows:

*"The Agreement will only be enforceable between the Parties. A person who is not a Party to the Agreement has no right to enforce any term of the Agreement and will not take any profit from the Agreement."*

13. A new Clause 13.10 is inserted as follows:

*"You acknowledge that you have been duly and properly informed of the terms and conditions of the Account and other products and/or services related to such Account that may be provided at your request prior to or on the opening of the Account. Any information regarding the Account or deposit that is required and/or necessary to be disclosed by the Applicable Law or the appropriate authority, including the information on the Deposit Insurance Institution's published interest rate and the maximum of the deposit guaranteed by the Deposit Insurance Institution, will be displayed at our branch and/or informed by us."*

14. The Agreement is made and signed in English and Indonesian languages. If only the English version is signed, the Indonesian version must be signed at our request. Both the English and Indonesian versions of the Agreement will be valid and binding. If there is any inconsistency between the English and Indonesian texts, the English text will prevail and Indonesian text will be amended accordingly to reflect the meaning of the English text.

15. The Agreement has been adjusted to Applicable Law, including the regulations of the Financial Services Authority (or so called OJK). Bank of America N.A., Indonesian branch is registered with and under the supervision of the OJK and a participant of Indonesia Deposit Insurance Corporation (“Lembaga Penjamin Simpanan” or so called “LPS”).
16. You fully understand that if the agreed deposit\* interest rate exceeds the interest rate limit or total deposit amount exceed the guarantee amount of the Indonesia Deposit Insurance Corporation or known as Lembaga Penjamin Simpanan (“LPS”) as stipulated under Law Number 24 Year 2004 (as may be amended from time to time and hereinafter referred to as the “LPS Law”) and as further explained in and implemented by LPS letter number: PRESS-008/LPS/VI/2012 dated 1st June 2012, regarding Penempatan Pengumuman Bagi Nasabah dan Surat Pernyataan Nasabah, then you agree to accept the risk on your deposit being a non-eligible deposit which is not guaranteed and will not be paid by the LPS if our banking license is revoked in accordance with the LPS Law.

\*Deposits in this case includes but not limited to, demand deposits, savings deposits, time deposits or other equivalent forms.