

**SCHEDULE**  
**to the**  
**2016 INDONESIA DERIVATIVE MASTER AGREEMENT**

dated as of .....

|             |             |
|-------------|-------------|
| [•]         | [•]         |
| and         |             |
| ("Party A") | ("Party B") |

**Part 1: Termination Provisions**

- (a)    **“Specified Entity”** means in relation to Party A for the purpose of:—  
Section 5(a)(v), .....  
Section 5(a)(vi), .....  
Section 5(a)(vii), .....  
Section 5(b)(v), .....  
          and in relation to Party B for the purpose of:—  
Section 5(a)(v), .....  
Section 5(a)(vi), .....  
Section 5(a)(vii), .....  
Section 5(b)(v), .....
- (b)    For purposes of the "**Cross Default**" provisions of Section 5(a)(vi) of this Agreement:  
      **"Threshold Amount"** means [ ..... ].
- (c)    **"Additional Termination Event"** [will][will not] apply.

Part 2:...

**Part 2: Documents to be delivered**

For the purposes of Sections 4(a) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) tax forms, documents or certificates to be delivered: [None].
- (b) other documents to be delivered, which will be covered by the representation in Section 3(d) of this Agreement if specified, are:

| <b>Party required to deliver documents</b> | <b>Form/Document/ Certificate</b>                                                                                                                                                                                                                                                                                                                                             | <b>Date by which to be delivered</b>     | <b>Section 3(d) represent-ation</b> |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------|
| Party A and Party B                        | A copy of the deed of establishment, the articles of association of the company including any amendments thereof.                                                                                                                                                                                                                                                             | On or before the date of this Agreement. | Applicable                          |
| Party A and Party B                        | Evidence that the company's articles of association and the names of its directors have been reported or approved (as applicable) to the Indonesian Minister of Law and Human Rights published in the State Gazette and registered in the relevant Companies Register with the Ministry of Trade.                                                                             | On or before the date of this Agreement. | Applicable                          |
| Party A and Party B                        | Copies of identity card/passports of the directors/list of authorized parties.                                                                                                                                                                                                                                                                                                | On or before the date of this Agreement. | Applicable                          |
| Party A [and Party B]                      | Any documents setting out the powers and authority of any signatory.                                                                                                                                                                                                                                                                                                          | On or before the date of this Agreement. | Applicable                          |
| Party A and Party B*                       | A valid investment licence from the Indonesian Investment Coordinating Board or the applicable regional investment coordinating agency (as applicable) and other applicable operational and general licences of the company, including but not limited to a copy of the tax payer's identification number ( <i>Nomor Pokok Wajib Pajak</i> ) and the company's certificate of | On or before the date of this Agreement. | Applicable                          |

registration...

|                         |                                                                                                                                                                                                                                                                                                                                             |                                                                       |            |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------|
|                         | registration (Tanda Daftar Perusahaan).                                                                                                                                                                                                                                                                                                     |                                                                       |            |
| Party A and Party B     | A certified true copy of the minutes of the latest annual (or extraordinary) meeting of or resolution of shareholders, containing the appointment of the company's directors and commissioners and a certificate signed by an authorized director confirming the existing composition of the board of directors and board of commissioners. | On or before the date of this Agreement.                              | Applicable |
| Party A and Party B     | A copy of the resolution of Party B's corporate approval(s) based on its articles of association (ie board of directors, board of commissioners and/or shareholders, whichever applicable) approving the entering into of this Agreement, its amendments and the relevant ancillary documents.                                              | On or before the date of this Agreement.                              | Applicable |
| Party A and Party B     | A certified copy of the minutes of a meeting (or resolutions) of the board of directors and/or board of commissioners to approve the prospective transaction and if such approval is required under its articles of association, a shareholder's resolution approving the prospective transaction.                                          | On or before the date of the relevant Transaction                     | Applicable |
| Party A and Party B     | Evidence of authority and specimen signatures of individuals executing this Agreement and any Confirmation.                                                                                                                                                                                                                                 | On or before the date of this Agreement and the relevant Transaction. | Applicable |
| [Party A and Party B]** | A statement that the bank(s) has/have complied and will comply with the regulation of Bank Indonesia or relevant authority on derivative transactions.]                                                                                                                                                                                     | On or before the date of this Agreement.                              | Applicable |

Party A...

|                                   |                                                                                                                                                                                                                                      |                                                                                                       |                                   |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|
| Party A<br>and Party<br>B         | A copy of the annual report for such party [and/or in the case of Party B, a copy of the annual report of the Credit Support Provider] containing audited financial statements for the most recently ended financial year.           | Upon request, as soon as publicly available                                                           | Applicable, as amended hereunder  |
| [Party A/Party B]                 | [An opinion of legal counsel to the party and its Credit Support Provider (if any) in respect of the due authority of the parties and due enforceability of the Agreement, in a form and substance satisfactory to the other party]. | On or before the date of this Agreement.                                                              | Applicable                        |
| [Party A/Party B]                 | [Copy of any underlying documents, reports, statements and fillings as required by the relevant regulations, including Bank Indonesia Regulation No.18/18/PBI/2016, No.18/19PBI/2016, No.7/31/PBI/2005 and all their amendments]     | On or before the date of this Agreement and as may be requested from time to time by the other party. | Applicable                        |
| <i>[Insert further documents]</i> |                                                                                                                                                                                                                                      |                                                                                                       | Applicable/<br>Not<br>Applicable# |

\* Potentially applicable where a party is a foreign investment company or a domestic investment company  
\*\* Potentially applicable where a party is a bank  
#Delete as appropriate

**Part 3: Miscellaneous**

(a) **Address for Notices.** For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party B will be as follows:

**To Party A:**

Address:  
Attention:  
Facsimile No:  
Telephone No:

**To Party B:**

Address:  
Attention:  
Facsimile No:  
Telephone No:

(b) **Credit Support Document.** Details of any Credit Support Document: -  
[none] [.....]\*

(c) **Credit Support Provider.** Credit Support Provider means in relation to Party A, [none][... ..]\*

Credit Support Provider means in relation to Party B,  
[none][.....]\*

(d) **Dispute Resolution.** For purposes of Section 13(b) the Parties agree that any Dispute will be referred to and finally resolved by arbitration in Indonesia in accordance with the rules of .....  
.....

(e) **Absence of Litigation.** For the purpose of Section 3(c) of this Agreement,  
"Specified Entity" means in relation to Party A, .....  
.....  
"Specified Entity" means in relation to Party B, .....  
.....

(f) **Consent to Recording**  
  
Each party to this Agreement (i) consents to the recording (whether by one or both of the parties) of the telephone conversations of trading, marketing and/or other relevant personnel of the parties and their agents in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of and give any necessary notice of such recording to its personnel and (iii) agrees, to the extent permitted by applicable law (and reserving all rights thereunder), that recordings may be submitted in evidence in any proceedings relating to this Agreement.

\* Delete as applicable.

**Part 4: Other Provisions**

**IN WITNESS WHEREOF** the parties have executed this document on the respective dates specified below with effect from the date specified on the page of this document.

[●]

[●]

By: .....

By: .....

Name:

Name:

Title:

Title:

Date:

Date:

Lampiran ini merupakan bagian yang tidak terpisahkan dari Surat Edaran Bank Indonesia ini.

KEPALA DEPARTEMEN  
PENGEMBANGAN PASAR KEUANGAN,

NANANG HENDARSAH