



**LETTER OF AGREEMENT
BETWEEN
TAMAN PINTAR YOGYAKARTA
AND
PT. TETRA PAK INDONESIA
REGARDING
COOPERATION IN THE PROVISION OF
GO NATURE. GO CARTON. ZONE
AT TAMAN PINTAR KOTA YOGYAKARTA**

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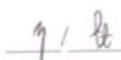
On this day, Monday, 9 November, Two Thousand and Twenty (9-11-2020) in Yogyakarta, we undersigned:

- I. **AFIA ROSDIANA**, Director of Bidang Pengelolaan Taman Pintar Yogyakarta, Jalan Panembahan Senopati No.1-3 Ngupasan, Gondomanan, Kota Yogyakarta, Daerah Istimewa Yogyakarta 55122, based on the Mayor of Yogyakarta's Decree Number 208/Pem.D/BP/D.4 date 30th December 2016, in this matter act on behalf of Taman Pintar Yogyakarta, hereinafter referred to as **FIRST PARTY**.
- II. **EDWARD ENRICO KASIM AND ANTHONY JOHN MEHRTENS**, Directors of PT. Tetra Pak Indonesia, Tetra Pak Building, 3rd Floor, Jalan Buncit Raya Kav. 100, Pejaten Barat, Pasar Minggu, Jakarta Selatan, DKI Jakarta 12510, in this matter on behalf of PT. Tetra Pak Indonesia, hereinafter referred to as **SECOND PARTY**.

Hereinafter the **FIRST PARTY** and the **SECOND PARTY** jointly referred to as the "**PARTIES**" or individually referred to as the "**PARTY**".

The **PARTIES** first explain the following matters:

1. That Taman Pintar Yogyakarta is located at Jalan Panembahan Senopati 1 – 3 Yogyakarta belongs to the Yogyakarta City Government, while the **FIRST PARTY** is the area manager who has the authority to develop and enhance the function and role of Taman Pintar for the maximum public interest;
2. That in the context of developing and enhancing the functions and roles of Taman Pintar, the **FIRST PARTY** intends the utilization absorption of the available area in Taman Pintar by creating awareness regarding renewable material, responsible sourcing, waste management, Used Beverage Cartons (UBC) collection and recycling in Taman Pintar Yogyakarta;
3. That the **SECOND PARTY** in an institution that strongly supports the intentions and objectives of establishing Taman Pintar, and has conveyed the will to the **FIRST PARTY** to participate in the program for creating awareness regarding renewable material, responsible sourcing, waste management, Used Beverage Cartons (UBC) collection and recycling in Taman Pintar Yogyakarta.



Based on the forgoing, in accordance with their respective positions, the PARTIES agreed to undersign Agreement regarding the provision of Go Nature. Go Carton. Zone at Taman Pintar Yogyakarta (hereinafter referred to "Agreement"), with terms and conditions follows:

**Article 1
PURPOSE AND OBJECTIVES**

1. The purpose of this Agreement is in order to improve the function and the role of Taman Pintar for the magnitude of public interest;
2. The objectives of this Agreement are for the developing and strengthening of the sustainable infrastructure, content, and knowledge-based programs concerning renewable material, responsible sourcing, waste management, also Used Beverage Cartons (UBC) collection and recycling at Taman Pintar Yogyakarta.

**Article 2
SCOPE**

The scope of the Agreement is setting up a booth and educational activities, which covers:

1. The FIRST PARTY provides the space and its supporting infrastructures for the installment of the Display device and manages the Display to achieve the purpose and objective of Taman Pintar Yogyakarta establishment;
2. The SECOND PARTY installs a set of Display in the form of wall information, mini-games, diorama, and props at the location that has been provided by the FIRST PARTY.

**Article 3
RIGHTS AND OBLIGATIONS**

1. FIRST PARTY obligations:
 - a. Provide space and supporting facilities for the installment of Display at Taman Pintar Yogyakarta (hereinafter shall be referred to as "Go Nature. Go Carton. Zone");
 - b. Give the right to the SECOND PARTY to advertise a free media promotion in the form of Corporate Branding (not Product Branding) on the Display space as referred to in paragraph (1) point of this article during the validity period of this Agreement;
 - c. Provide electricity which is needed by the SECOND PARTY to operate the Display and lighting system of the Display space;
 - d. Return the Display installed at Taman Pintar Yogyakarta to the SECOND PARTY if this Agreement is terminated due to whatsoever reason and/or the PARTIES not extend the period of the Agreement.
2. SECOND PARTY obligations:
 - a. Provide the Display in the form of wall information, mini-games, diorama, and props, to be installed in the display room;
 - b. Perform regular maintenance on the Display, so it can be operated properly;
 - c. Bear the fees of electricity used to operate the Display and the lightening system at the Display space of IDR 1,500,000 per month;

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- d. Perform repairs on the Display through a party who is officially appointed by the SECOND PARTY if any damage occurs by prior official written request for repair on the Display from the FIRST PARTY;
 - e. Conduct periodic change (update) on the Display in order that the Display is able to follow the development of the packaging innovation, waste collection, and recycling;
 - f. Provide training program and/or socialization of procedure on the use of Display to personnel(s) assigned by FIRST PARTY;
 - g. Jointly with the FIRST PARTY organize educational events in the field of renewable material, responsible sourcing, waste management, Used Beverage Cartons (UBC) collection and recycling in Taman Pintar Kota Yogyakarta at 1 (one) time in 1 (one) year during the terms of this Agreement;
 - h. Emptying Go Nature. Go Carton. Zone through unloading the Display and returning into the extinct space such as before this Agreement, at least 14 working days from the termination date of the Agreement and/or the PARTIES does not extend the period of the Agreement.
3. FIRST PARTY rights:
- a. Request of repairment of any damage occurs on the Display by prior written official request letter to the SECOND PARTY;
 - b. Request for periodic change (update) on the Display in order that the Display is able to follow the development of the packaging innovation, waste collection, and recycling;
 - c. Ask the SECOND PARTY to provide training programs on Display utilization;
 - d. Ask the SECOND PARTY to organize educational events in the field of renewable material, responsible sourcing, waste management, Used Beverage Cartons (UBC) collection and recycling;
 - e. Determine the location of the Display in regard to the suggestion of the SECOND PARTY.
4. SECOND PARTY rights:
- a. Design the Display space by taking into considering the suggestions of the FIRST PARTY;
 - b. Advertise Corporate Branding (not Product Branding) on the Display space by taking into consideration the suggestion of the FIRST PARTY;
 - c. Designate another party officially to perform repairs on the Display if any damage occurs in accordance with the mutual consent of the PARTIES;
 - d. Determine the type of props which shall be installed within the Display space by taking into the development trend of the packaging innovation, waste collection, and recycling technology.

Article 4 DURATION

This Agreement is valid for the period of 3 (three) years from the date of signing and may be extended and/or renewed after the evaluation of the implementation of this Agreement conducted by the PARTIES.

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**Article 5
FEES AND PAYMENT**

1. The FIRST PARTY may invoice the fees on Article 3.2.c and the invoice should be submitted on a monthly basis whenever services are performed.
2. The fees on Article 3.2.c shall be payable on a monthly basis by the SECOND PARTY or appointed party from the SECOND PARTY.
3. The payment due under this Agreement shall be made at the latest 10 (ten) days upon the date of the receipt of the invoice by bank wire transfer into:

Bank Name : Bank Pembangunan Daerah Istimewa Yogyakarta (BPD DIY)
Bank Account Number : 006.111.000341
Bank Account Holder Name : Bidang Pengelolaan Taman Pintar

**Article 6
GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed in accordance with the applicable law of the Republic of Indonesia. If a dispute arises out of or in connection with this Agreement, the PARTIES agree to settle it by deliberation between the authorized representatives of the PARTIES within 30 days after either PARTY notifies the other in writing of the existence of the dispute. Any matter not resolved in the manner abovementioned shall be referred to the courts of Jakarta, Indonesia.

**Article 7
FORCE MAJEURE**

1. Each PARTY released from responsibility for any delay or failure in fulfilling the obligations which are set forth in this Agreement, caused by incidents beyond the control of each PARTY which can be classified as Force Majeure;
2. Incidents which are able to be classified as Force Majeure among others are the existence of a natural disaster that cannot be prevented/anticipated, the presence of drastic government action(s) in the field of economic and monetary which evidently affect(s) Agreement;
3. In the event of any Force Majeure, this Agreement does not automatically terminate. The PARTIES agree to conduct discussion in order to determine actions that are necessary to solve the problems that may arise from the Force Majeure. If Force Majeure is invoked for more than 3 months, either PARTY may terminate this Agreement with immediate effect by providing notice to the other PARTY.

**Article 8
TERMINATION**

1. This Agreement cannot be terminated by any PARTY during the period specified in the Article 4 unless there are errors, omissions, and/or violations of the provisions of this Agreement and the same is not remedied within 30 days from the date of receipt of the notice;
2. The PARTIES agree to waive the applicability of the provisions of Article 1266 and Article 1267 of the Indonesian Civil Code, which requires a court judgment for termination of an agreement;

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3. The SECOND PARTY shall have the right to terminate this Agreement for its convenience at any time upon sixty (60) days' prior written notice to the FIRST PARTY with no additional costs other than reimbursement for the services provided until the effective date of termination.

**Article 9
OTHER PROVISIONS**

1. Other matters that have not or are not sufficiently provided for this Agreement which was agreed by the PARTIES will be arranged in the form of Supplementary Agreement (Addendum) and/or Amendment, which is an integral part of this Agreement.
2. Notices given in connection with this Agreement will be writing in English language and deemed validly delivered with delivery confirmation either by courier service, fax, registered mail, or other possible means.
3. The addresses of the PARTIES used for the communication purposed referred in Article 9.2 are follows:

If to the FIRST PARTY

**Taman Pintar Yogyakarta
Jalan Panembahan Senopati No. 1-3
Ngupasan, Gondomanan, Yogyakarta,
Daerah Istimewa Yogyakarta 55122**

Attention: **Head of Public Relations,
Partnerships, and Marketing Department**
Phone: +62 274 583 631, ext. 2

If to the SECOND PARTY

**PT. Tetra Pak Indonesia
Tetra Pak Building, 2nd Floor
Jl. Buncit Raya Kav. 100
Jakarta Selatan 12510**

Attention: **Sustainability Manager**

Phone: +62 21 7917 8000

4. This Agreement contains the entire understanding of the PARTIES with respect to the subject matter contained herein, and supersedes any prior or contemporaneous terms, representations, statements, or agreements, whether made orally or in writing, with respect to the subject matter contained herein.
5. The PARTIES are independent contractors, and nothing in this Agreement shall be construed to create a joint venture, partnership, agency relationship, employment relationship, or any other relationship that may result in liability between or among the PARTIES.
6. The PARTIES represent, warrant, and covenant that they possess all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement.
7. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement. In no event will either PARTY be liable for any special, consequential, or indirect damages such as loss of profits or loss of goodwill.
8. The Parties shall keep strictly confidential any and all confidential information received and shall not disclose it to any third party and shall not use it for any purpose other than to fulfil its obligations under this Agreement.
9. Second Party may assign its rights and obligations under this Agreement to its associated company.

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**Article 10
CLOSING**

In witness whereof, this Agreement is made and signed in Yogyakarta on the day, date, month, and year as specified at the beginning of this Agreement, made in 2 (two) counterparts, each sufficiently affixed with duly stamped and each has the same legal power upon signature by the PARTIES.

FIRST PARTY,

Date:




Signature:
Name: Afa Rosdiana
Title: Director

SECOND PARTY,

Date:



Signature:
Name: Anthony John Mehtens
Title: Director



Signature:
Name: Edward Enrico Kasim
Title: Director