

INA's GENERAL TERMS AND CONDITIONS

These terms and conditions shall be read in conjunction with the Letter of Agreement which jointly forms the Agreement. In the event of contradiction, the Letter of Agreement shall take precedence.

1. Term of Agreement

The Agreement is effective until INA has completed its services or until the Client or INA terminates the services in accordance with the Letter of Agreement or, if the Letter of Agreement contains no provision on termination, if one Party gives notice to the other Party of its wish to terminate the Agreement not later than 14 days before the termination of the service.

2. INA's Warranties

2.1 INA warrants that in carrying out the services described in this Agreement, its best technical practices, skills, procedures, care and judgment will be employed, the assignments will be performed in the most expeditious and economical manner possible consistent with the Client's best interests, and INA will at all times cooperate with the Client so as to further the Client's best interests.

2.2 All INA services comply with the prevailing Indonesian Law and other laws that may be applicable as well as the OECD Guidelines on Bribery and Facilitating Payments.

2.3 INA provides advice and assistance based on the information provided by the Client and INA shall not be responsible for the substantive content of any such report.

2.4 Under no circumstances, other than malicious intent, shall INA be held liable by the Client for any consequences of the provision by INA of services or information.

3. Fees and Cost

3.1 Fees: Unless otherwise stipulated in the Letter of Agreement, INA's service fee includes all other disbursements incurred by us such as clerical support system, telephone, photocopying and for any necessary local transport cost. INA's service fee excludes 10%VAT, translation cost (if any) and any other expenses that can not be considered regular office costs.

3.2 Other Activity Fees: "Other activities" are any corporate actions not considered part of the Service set out in the Agreement. Fees for Other Activities and related advisory services will be discussed with the Client in advance and charged to the Client unless otherwise agreed.

4. Termination and Withdrawal

4.1 The Client has the right to discharge INA for any reason with a notice of at least 14 days. If INA is discharged, all unpaid fees applicable up

to that moment shall be paid by the Client within 30 days of such discharge and INA will be entitled to withhold all files and papers in its INA custody and control until INA is paid, without any responsibility to INA for the consequences of withholding such files and papers.

4.2 INA reserves right to terminate this agreement or outsource all or parts of its services provided to its Clients to third parties in the event of change of laws and regulations.

4.3 INA reserves the right to terminate its services at any time if the Client fails to comply with its obligations under the service agreement.

5. Assignment

INA may assign, transfer or otherwise convey the scope of works above mentioned in whole or in part to any individual, corporation or other legal entities such as other organizations corporations, that may included but not limited to law firms, notary public offices, tax advisers, event organizers, and hotels.

6. Force Majeure.

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation fire, natural disaster, earthquake, accident or other acts of God ("Force Majeure"), provided that the party seeking to delay its performance gives the other written notice of any such Force Majeure within 15 days after the discovery of the Force Majeure, and further provided that such party uses its good faith efforts to cure the Force Majeure. If there is a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure. This Article will not be applicable to any payment obligations of either party.

7. Dispute Resolution

Matters which cannot be amicably resolved between the Parties shall be referred to final and binding arbitration in Indonesia. Any award granted as a result of such arbitration shall be final and binding and shall be enforceable in any court of competent jurisdiction.

8. Deliverable documents

Upon the completion of the assignment, INA will send the balance invoice for the final payment. The original document(s) will be sent after INA receives the payment for the assignment.

9. Procurement by INA

In procuring goods or services, INA reserves the right to withhold payment until the goods or services have been delivered in accordance with the agreement concluded with the supplier.