PT. MEGA JAYA TAMBANG (KomunitasBunda Group)
www.komunitasbunda.com | Email: mgai@komunitasbunda.com (email only)
Jakarta Utara, DKI Jakarta, Indonesia - NIB 1503240378135

STRATEGIC PARTNERSHIP FRAMEWORK AGREEMENT (SPA-GSP01)

Executed after LOI review | Template Ref: MJT/MGAI/2026-1122-P02 | 22 November 2026

This Framework Agreement is made between PT. MEGA JAYA TAMBANG (KomunitasBunda Group, Indonesia) ("Party A") and the Supplier company identified in the LOI (P01) ("Party B").

ARTICLE 1 - PARTNERSHIP STATUS
1.1 Upon execution, the parties establish a STRATEGIC PARTNERSHIP for cooperative production and sales;
1.2 Party B's DESIGNATED PRODUCTS are published and sold on Party A's official website and digital marketplace (product photos, specifications and market-facing prices only);
1.3 Party B's company name is listed in the GLOBAL SUPPLIER DIRECTORY on Party A's website, in the scope and wording authorized by Party B (default: company name, country, product categories).

ARTICLE 2 - COMMERCIAL TERMS
2.1 Prices: FOB/CIF per individual Purchase Orders; each PO is a standalone contract; framework terms govern;
2.2 Payment: T/T against documents or LC at sight; settlement through Party A's designated account;
2.3 Quality: per agreed specs and certificates; third-party inspection allowed at loading;
2.4 Delivery: per PO schedule; force majeure per international practice.

ARTICLE 3 - EXCLUSIVITY & CONFIDENTIALITY
3.1 Designated products sold through Party A's channels carry Party A's channel endorsement; Party B shall not bypass Party A to serve customers first introduced by Party A (non-circumvention, 24 months);
3.2 Both parties keep commercial information (prices, costs, customer lists, plant identity) confidential; disclosure only to contracted counterparties;
3.3 Party B authorizes Party A to use product photos/specs for marketing during the term.

ARTICLE 4 - TERM & TERMINATION
4.1 Initial term: 12 months, auto-renewing annually unless terminated with 60 days notice;
4.2 Termination does not affect pending POs.

ARTICLE 5 - GOVERNING LAW
5.1 Friendly negotiation first; failing that, arbitration in Singapore under SIAC rules; English version prevails.

Party A: PT. MEGA JAYA TAMBANG Party B: _____
Signature: _____ Signature: _____
Name: WU SIDONG, Director Name: _____
Date: _____ Date: _____ (stamp)

For and on behalf of

WU SIDONG, Director
PT. MEGA JAYA TAMBANG - KomunitasBunda (Indonesia)
Email: mgai@komunitasbunda.com