

International Sole Distributorship Contract

Between

SEISMO WAVE

Whose registered office is at

Route de Tréguier, Rospez, 22300 Lannion, FRANCE

(Hereinafter called "the Supplier")

and

PT. TERRINDO BUMI RAYA

whose registered office is at

Jalan Gunung Sahari I No. 30 Jakarta 10410 Indonesia

(hereinafter called "the Distributor")

IT IS AGREED AS FOLLOWS

Article 1

Territory and Products

1.1. The Supplier grants and the Distributor accepts the exclusive right to market and sell the products listed in Annex I, § 1 (hereinafter called "the Products") in the territory defined in Annex I, § 2 (hereinafter called "the Territory").

1.2. If the Supplier decides to market any other products in the Territory, it shall so inform the Distributor in order to discuss the possibility of including such other products within the Products defined under Article 1.1. However, the above obligation to inform the Distributor does not apply if, in consideration of the characteristics of the new products and the specialization of the Distributor, it is not to be expected that such products may be marketed by the Distributor (e.g. products of a completely different range).

Article 2

Good faith and fair dealing

2.1. In carrying out their obligations under this contract the parties will act in accordance with good faith and fair dealing.

2.2. The provisions of this contract, as well as any statements made by the parties in connection with this distributorship relationship, shall be interpreted in good faith.



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Groupe Glémot

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Email: ismowave@groupe-glemot.com

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Représentant : 327 984 779 00022

TVA intracomm : FR26327984779

Code APE : 7112B

RC

Article 3

Distributor's functions

3.1. The Distributor sells in its own name and for its own account, the Products supplied by the Supplier

3.2. The Distributor agrees to use its best efforts to promote the sale of the Products in the Territory in accordance with the Supplier's policy and shall protect the Supplier's interests with the diligence of a responsible businessman.

3.3. The Distributor is not entitled to act in the name or on behalf of the Supplier, unless previously and specifically authorized to do so by the latter.

3.4. The Distributor may, in cases in which it does not want to buy and resell, refer such business to the Supplier for a direct sale to the customer. For such activity as intermediary the Distributor will receive a commission as set out in Annex II, § 1. (if completed) or otherwise to be agreed upon case by case, to be calculated and paid according to Annex II, § 2. It is expressly agreed that such activity as intermediary, to the extent it remains of an accessory character, does not modify the legal status of the Distributor as a trader acting in its own name and for its own account.

3.5. Any sale of Products to a buyer other than the CTBTO will be subject to the prior written authorization of the competent administrative authority, the Products may be classified as dual-use goods within the meaning of European Regulation n ° 428/2009. This authorization may be obtained by returning to the Supplier "End User Certificate & Non Transfer Certificate" attached as Annex XI, duly completed and signed. The Supplier will transmit it to CEA (Commissariat à l'Energie Atomique), who will then forward this request to the administration concerned and communicate, as soon as possible, the answer to this request by that authority.

3.6. Before obtaining prior permission of the authority referred above, Distributors, however, are allowed to solicit buyers other than the CTBTO, the following clauses must be mentioned in the offer:

- "The sale and export of goods thesis are conditioned by the French administration authorization, based on the Duly signed joined End User & No Transfer Certificate" and;

- To attach the form attached as Annex XI of the AGREEMENT.

Article 4

Undertaking not to compete

4.1. Without the prior written authorization of the Supplier, the Distributor shall not represent, manufacture, market or sell in the Territory any products which are in competition with the Products, for the entire term of this contract.

4.2. The Distributor is entitled to represent, manufacture, market or sell any products which are not competitive with the Products, provided he informs the



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Supplier in advance of such activity. However, the above obligation to inform the Supplier does not apply if, in consideration of: (i) the characteristics of the products which the Distributor wants to represent, and (ii) the field of activity of the supplier for whom the Distributor wishes to act, it is unreasonable to expect that the Supplier's interests may be affected.

4.3. The Distributor declares that it represents (and/or markets or sells, directly or indirectly) as of the date on which this contract is signed the products listed in Annex III.

Article 5

Sales organization

5.1. The Distributor shall set up and maintain an adequate organization for sales and, where appropriate, after-sales service, with all means and personnel as are reasonably necessary in order to ensure the fulfilment of its obligations under this contract for all Products and throughout the Territory.

5.2. The parties may indicate in Annex IV the names of their existing customers in the Territory.

Article 6

Advertising and fairs

6.1. The parties shall discuss in advance the advertising programme for each year. All advertising should be in accordance with the Supplier's image and marketing policies. The costs of agreed advertising shall be shared between the parties in accordance with Annex V (if completed); otherwise each party will bear the advertising expenses it has incurred.

Article 7

Conditions of supply - prices

7.1. The Supplier shall in principle supply all Products ordered, subject to their availability, and provided payment of the Products is adequately warranted. The Supplier may not unreasonably reject orders received from the Distributor; in particular, a repeated refusal of orders contrary to good faith (e.g. if made for the purpose of hindering the Distributor's activity) shall be considered as a breach of contract by the Supplier.

7.2. The Supplier agrees to make its best efforts to fulfil the orders it has accepted.

7.3. Sales of the Products to the Distributor shall be governed by the Supplier's general conditions of sale, the currently applicable version of which is attached to this Contract (Annex VI, § 1). In case of conflict between such general conditions and the terms of this Contract, the latter shall prevail.

7.4. The prices payable by the Distributor shall be those set forth in the



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Supplier's price list in force at the time the order is received by the Supplier with the discount indicated in Annex VI, § 2. Unless otherwise agreed, such prices are subject to change at any time, subject to one month's notice.

7.5. The Distributor agrees to comply, with the terms of payment agreed upon between the parties.

7.6. It is agreed that the Products delivered remain the Supplier's property until the Supplier has received payment in full.

Article 8

Sales targets - Guaranteed Minimum Target

8.1. The parties may agree annually on the sales targets for the forthcoming year.

8.2. The parties shall make their best efforts to attain the targets agreed upon, but the non-attainment shall not be considered as a breach of the contract by a party, unless that party is clearly at fault.

8.3. In Annex VII the parties may agree on a Guaranteed Minimum Target and on the consequences of its non-attainment.

Article 9

Sub-distributors or agents

9.1. The Distributor may appoint sub-distributors or agents for the sale of the Products in the Territory, provided the Distributor informs the Supplier before the engagement.

9.2. The Distributor shall be responsible for its sub-distributors or agents.

Article 10

Supplier to be kept informed

10.1. The Distributor shall exercise due diligence to keep the Supplier informed about the Distributor's activities, market conditions and the state of competition within the Territory. The Distributor shall answer any reasonable request for information made by the Supplier.

10.2. The Distributor shall exercise due diligence to keep the Supplier informed about: (i) the laws and regulations which are applicable in the Territory and relate to the Products (e.g. import regulations, labelling, technical specifications, safety requirements, etc.), and (ii) as far as they are relevant for the Supplier, the laws and regulations concerning the Distributor's activity.



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Article 11

Resale prices

11.1 The distributor is free to fix the resale prices of the Products. However, the supplier may indicate "non-binding" resale prices, provided this does in no way limit the distributor's right to grant lower prices.

Article 12

Sales outside the Territory

12.1. The Distributor shall not sell the Products to customers established outside the Territory or to customers whom the Distributor should reasonably expect to resell such Products outside the Territory. The Distributor shall transmit to the Supplier all enquiries from customers established outside of the Territory.

Article 13

Supplier's trademarks and symbols

13.1. The Distributor shall use the Supplier's trademarks, trade names or any other symbols. However, the Distributor may do so only for the purpose of identifying and advertising the Products within the scope of this contract and in the Supplier's sole interest.

13.2. The Distributor agrees neither to register, nor to have registered, any trademarks, trade names or symbols of the Supplier (or which are confusingly similar to the Supplier's), in the Territory or elsewhere.

13.3. The Distributor's right to use the Supplier's trademarks, trade names or symbols, as provided for under the first paragraph of this Article, shall cease immediately upon the expiration or termination, for any reason, of the present contract. This does not preclude the Distributor's right to sell the Products in stock at the date of expiration of the contract which bears the Supplier's trademarks.

13.4. The Distributor shall notify the Supplier of any infringement in the Territory of the Supplier's trademarks, trade names or symbols, or other industrial property rights, that comes to the Distributor's attention.

13.5. The Distributor is free to promote the Products through Internet, but he cannot use the Supplier's trademarks, trade names or any other symbols without previously agreeing in writing the details of such use.

Article 14

Confidential Information

14.1. Each party agrees not to disclose to third parties any Confidential Information (as defined hereunder under Article 14.2) disclosed to him by the other party in the context of this Contract.



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14.2. Confidential Information means information which has been supplied to the other party with an indication that it is confidential, provided such information is not in the public domain.

Article 15

Sole distributorship

15.1. The Supplier shall not, during the life of this contract, grant any other person or undertaking (including a subsidiary of the Supplier) within the Territory the right to represent or market the Products. The Supplier shall furthermore refrain from selling to customers established in the Territory, except pursuant to the conditions set out under Article 15 hereafter.

15.2. The Supplier is entitled to sell the Products to customers outside the Territory, even if such customers intend to export the Products into the Territory, provided that the end user is not part of the Territory, but may not actively solicit or otherwise provoke such sales to third parties with the purpose of circumventing the exclusivity under Article 15.1.

Article 16

Distributor to be kept informed

16.1. The Supplier shall provide the Distributor free of charge with all documentation templates (English version) relating to the Products (brochures, etc.) reasonably needed by the Distributor for carrying out its obligations under the contract. The distributor is in charge of translation, printing or manufacturing cost for the documentation. The Distributor shall return to the Supplier, at the end of this Contract, all documents that have been made available to it by the Supplier and that remain in its possession.

16.2. The Supplier shall provide the Distributor with all other information reasonably needed by the Distributor for carrying out its obligations under the contract including without limitation any information regarding a material decrease in its supply capacity.

16.3. The Supplier shall keep the Distributor informed of any relevant communication with customers in the Territory.

Article 17

Term of the Contract

17.1. This contract enters into force on the 1st Mars 2014 and shall remain in force until 30th February 2017. If no sale is recorded in the first year, the contract is void, and will be notified one month before the date.

17.2. This contract shall be automatically renewed for successive periods of one year, unless terminated by either party by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier), not less than four



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months before the date of expiry. If the contract has been in force for more than five years, the period of notice will be six months.

Article 18

Earlier termination

18.1. Each party may terminate this contract with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier), in case of a substantial breach by the other party of the obligations arising out of the contract, or in case of exceptional circumstances justifying the earlier termination.

18.2. Any failure by a party to carry out all or part of its obligations under the contract resulting in such detriment to the other party as to substantially deprive such other party of what it is entitled to expect under the contract, shall be considered a substantial breach for the purpose of Article 20.1. above. Circumstances in which it would be unreasonable to require the terminating party to continue to be bound by this contract, shall be considered as exceptional circumstances for the purpose of Article 20.1. above.

18.3. The parties hereby agree that the violation of the provisions under article 7 and 15 of the present contract is to be considered *prima facie* evidence of a substantial breach of the contract. Moreover, any violation of the contractual obligations may be considered a substantial breach if such violation is repeated notwithstanding a request by the other party to fulfil the contract obligations.

18.4. The parties agree that the following situations shall be *inter alia* considered as exceptional circumstances which justify the earlier termination by the other party: bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially that party's ability to carry out its obligations under this contract.

18.5. If the parties have completed Annex X, the contract may also be terminated by the Supplier with immediate effect in case of change of control, ownership and/or management of the Distributor (company), according to the provisions set forth in Annex X.

18.6. If a party terminates the contract invoking this Article, but the reasons (if any) put forward by that party do not justify the earlier termination, the termination will be effective, but the other party will be entitled to damages for the unjustified earlier termination. Such damages will be equal to the average profits of the sale of the Products for the period the contract would have lasted in case of normal termination, based on the turnover of the preceding year, unless the damaged party proves that the actual damage is higher (or, respectively, the party having terminated the contract proves that the actual damage is lower). The above damages are in addition to the indemnity which may be due under Article 20.

In this way, the distributor shall establish at the beginning of each calendar year, a detailed statement of the selling prices of the previous calendar year.



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The detailed statement shall specify the quantities of products sold or supplied and the associated business revenue.

This article 18.6 is null and void if the distributor did not send regularly to the supplier, in writing, the results of sales as described above.

Article 19

Goodwill indemnity

19.1. The Distributor shall not be entitled to an indemnity for goodwill or similar compensation ("indemnity") in case of termination of the contract.

19.2. The above provision does not affect the Distributor's right to claim damages for breach of contract as far as the termination by the Supplier amounts to such a breach, and is not already covered by Article 18.6.

Article 20

Return of documents and products in stock

20.1. Upon expiry of this contract the Distributor shall return to the Supplier all promotional material and other documents and samples which have been supplied to it by the Supplier and are in the Distributor's possession.

20.2. At the Distributor's option, the Supplier will buy from the Distributor all Products the latter has in stock, provided they are still currently sold by the Supplier and are in new condition and in original packaging, at the price originally paid by the Distributor. Products not so purchased by the Supplier must be sold by the Distributor in accordance with the contract on usual terms.

Article 21

Resolution of disputes

21.1. In the event of any dispute arising out of or in connection with this distributorship contract, the parties agree to submit the matter to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled within 45 days following the filing of a Request of ADR or within such other period as the parties may agree in writing, the parties will have recourse to the means of resolution of disputes set out in Article 21.2 hereunder.

21.2. Arbitration: All disputes arising out of or in connection with this distributorship contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.



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Article 22

Applicable law

22.1. Any questions relating to this contract which are not expressly or implicitly settled by the provisions contained in this contract shall be governed, in the following order:

- (a) by the principles of law generally recognised in international trade as applicable to international distributorship contracts,
- (b) by the relevant trade usages, and
- (c) by the UNIDROIT Principles of International Commercial Contracts,

with the exclusion - subject to Article 22.2. hereunder - of national laws.

22.2. In any event consideration shall be given to mandatory provisions of the law of the country where the Distributor is established which would be applicable even if the contract is governed by a foreign law. Any such provisions will be taken into account to the extent that they embody principles which are universally recognized and provided their application appears reasonable in the context of international trade.

22.3. Unless otherwise agreed in writing, the sale contracts concluded between the Supplier and the Distributor within this distributorship agreement will be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and to the extent that such questions are not covered by CISG, by reference to the rules and principles of law generally recognized in international trade as applicable to international contracts of sale.

Article 23

Automatic inclusion under the present contract

23.1. The Annexes attached to this model form an integral part of the contract. Annexes or parts of Annexes which have not been completed will be effective only to the extent and under the conditions indicated in this contract.

Article 24

Previous agreements - modifications - nullity - assignment

24.1. This contract replaces any other preceding agreement between the parties on the subject.

25.2. No addition or modification to this contract shall be valid unless made in writing. However a party may be precluded by its conduct from asserting the invalidity of additions or modifications not made in writing to the extent that the other party has relied on such conduct.



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25.3. If any provision or clause of this contract is found to be null or unenforceable, the contract will be construed as a whole to effect as closely as practicable the original intent of the parties; however, if for good cause, either party would not have entered into the contract knowing the interpretation of the contract resulting from the foregoing, the contract itself shall be null.

25.4. The present contract cannot be assigned without the prior written agreement of the parties.

Article 25

Authentic text

The English text of this contract is the only authentic text.



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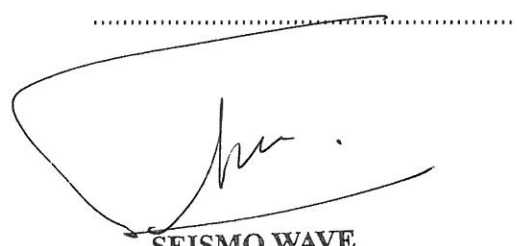
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Made in *France*..... on the *7* *Nov* 201*4*

The Supplier

The Distributor

.....


SEISMO WAVE
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B.P. 80322
22301 LANNION / France
Tél. : 33 (0)2 96 46 16 10



ANNEX I

PRODUCTS AND TERRITORY (Article 1.1.)

§1. Products

MB3 A.....

MB3 D.....

.....

§2. Territory

INDONESIA.....



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ANNEX II

COMMISSION ON DIRECT SALES

§ 1. Normal commission (Article 3.4.)

When acting as an intermediary, according to Article 3.4., the Distributor is entitled to a commission of 10 %

§ 2. Calculation and payment of commission

3.1. The commission shall be calculated on the net amount of the invoices, i.e. on the effective sales price (any discount other than cash discounts being deducted) clear of any additional charges (such as packing, transportation, insurance) and clear of all duties or taxes (including value added tax) of any kind, provided that such additional charges, duties and taxes are separately stated in the invoice.

3.2. The Distributor shall acquire the right to commission after full payment by the customers of the invoiced price. In case of partial payment made in compliance with the sales contract, the Distributor shall be entitled to a proportional advance payment.

3.3. Should any governmental authorization (e.g. due to exchange control regulations in the Supplier's country) be necessary for the Supplier to transfer abroad the commission (or of any other sum the Distributor may be entitled to receive), then the payment of the amount shall be made after such authorization has been given. The Supplier shall take in due time all necessary steps for obtaining the above authorizations.

3.4. Except as otherwise agreed, the commission shall be calculated in the currency of the sales contract in respect of which the commission is due.

3.5. Any taxes imposed on the Distributor's commission in the Territory are for the Distributor's account.



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ANNEX III

PRODUCTS AND SUPPLIERS REPRESENTED BY THE DISTRIBUTOR

(Article 4.3.)

The Distributor hereby declares that it represents (and/or manufactures, markets or sells, directly or indirectly) on the date on which this contract is signed, the following products for the following suppliers:

SUPPLIER	PRODUCTS
<p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p>
<p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p>
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ANNEX IV

NAMES OF EXISTING CUSTOMERS

(Article 5.2.)

§1. The Distributor hereby declares that, before entering into this contract, it was selling products of the same range as the Products to the following customers within the Territory:

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ANNEX V

ADVERTISING, FAIRS AND EXHIBITIONS

(Article 6)

§ 1 Advertising (Article 6.1.)

Except as otherwise agreed in writing, the costs of agreed advertising shall be shared between the parties as follows:

Supplier ___%

Distributor ___%

If the spaces left blank in the above paragraph are not filled in by the parties, each party will bear the advertising expenses it has incurred.



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ANNEX VI

CONDITIONS OF SALE - DISCOUNTS

(Article 7)

§ 1 Supplier's general conditions of sale.

A] PURPOSE OF THE CONTRACT

The purpose of the general sales conditions is the definition of the obligations and responsibilities of the CLIENT and of SEISMO WAVE in their respective sales relations concerning products commercialised by SEISMO WAVE.

The CLIENT shall purchase and SEISMO WAVE shall sell according to the general sales conditions designated on the acknowledged receipt of the purchase order addressed to the CLIENT by SEISMO WAVE.

If no specific conditions are stipulated in writing, all products ordered shall be in accordance with the present general conditions, regardless of the conditions which may appear on the CLIENT document.

All software products commercialised by SEISMO WAVE are licensed to the user but there is no transfer of ownership.

The CLIENT shall choose the product or product configuration according to the Client's needs with full knowledge of the technical features of the product chosen.

SEISMO WAVE may provide recommendations relating to product use, based on information provided by the CLIENT without obligation of verification.

B] PRICE

The price quoted in Euro currency.

Transport and insurance are not included unless otherwise stated in the quotation.

C] PURCHASE ORDER

The CLIENT shall address the purchase order in writing to SEISMO WAVE; sales will come into effect only after acknowledged receipt by SEISMO WAVE.

D] DELIVERY DELAY

The delivery delay for equipment mentioned in the SEISMO WAVE offer starts after reception of the down payment.

The delivery delay is the average delay and does not constitute a fixed commitment unless otherwise stipulated.

SEISMO WAVE shall not be obliged to respect delivery in case of absolute necessity, that is any event occurring which is beyond the partial or total control of SEISMO WAVE.

E] RECEPTION AND INSTALLATION

Acceptance of products is based on conformance with the technical specifications supplied to the CLIENT by SEISMO WAVE on the date of purchase order.

SEISMO WAVE reserves the right to modify the specifications without prior notice in accordance with technological development.

If the installation of the product is not carried out by SEISMO WAVE on client's site, the conformance of the equipment shall be declared acquired within a delay of 15 days if no written reserves have been made by the CLIENT.

This delay shall not be taken into consideration to calculate the date limit for payment.

F] WARRANTIES

The warranty period, without a written stipulation to the contrary, is **ONE YEAR** duration with the commencement date of the warranty being the date of delivery of the product to the client's site.

SEISMO WAVE warrants its equipment for a period of one year from the date of delivery on client's site against defects in workmanship and materials. SEISMO WAVE's warranty is limited to replacement of defective parts.

No other warranties are expressed or implied.

No product shall be returned to SEISMO WAVE without previous written agreement.

Travel expenses, custom duties, assurance taxes and wear parts are at client's expense.

G] LIMITS OF THE WARRANTY

The SEISMO WAVE warranty shall not apply in the case of defaults resulting from the following causes:

- Mishandling or inadequate upkeep of the product by the CLIENT.
- Opening, dismantling or modification of the product not approved by SEISMO WAVE.
- Damage caused by meteorological conditions, natural catastrophes, flooding, damage caused by lightning.

Given the complexity of the technology involved, especially the attached program instructions, SEISMO WAVE does not guarantee that in unusual circumstances of use, its products shall function without failure or error typically due to this type of product.

H] OWNERSHIP

SEISMO WAVE retains the right of ownership of the products until such time as payment of the total price and accessory costs.

In the case of non-payment of the total or partial price on the designated date, SEISMO WAVE shall reserve the right of entire ownership of the equipment and by simple written notification and without any other formalities or prior notice, shall decide on the



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cancellation of sales rights, without prejudice of all damages-interests in its favour, the amount already received shall be definitively acquired by SEISMO WAVE, the latter having the power to recover possession of the products delivered in accordance with the application of the French law N° 80.335 of May 12th 1980.

Intellectual property rights on the programmes and software remain the property of SEISMO WAVE.

I] TRANSFER OF RESPONSIBILITY

The CLIENT shall be liable for all damage or loss as from the date of delivery to the address given on the purchase order. The transport statement signature shall act as proof of delivery.

The CLIENT is expected to check the condition of the product on delivery, and in the case of damages, to provide precise details as to the reasons for reticence on the transport statement. These reasons must be reiterated by registered letter to the transport company in the three days following delivery. SEISMO WAVE must be informed in writing within 8 days following delivery.

No claims shall be accepted if the above procedure is not respected.

J] TRANSFER OF CONTRACT

Any transfer of the present contract, concerning either the software or equipment, for the benefit of a third party, shall not be valid without written agreement by SEISMO WAVE and reciprocally.

K] RISK TRANSFER

SEISMO WAVE shall transfer the responsibility of product utilisation to the CLIENT as from the date of delivery. The latter shall be informed of the risks of fraudulent use of the product. The CLIENT shall take all appropriate action to ensure protection against such risks. Under no circumstances shall SEISMO WAVE be held responsible for the consequences of fraudulent use of the products sold.

L] JURISDICTION

This contract shall be governed by the laws of the Republic of France.

In the case of litigation occurring due to interpretation or application, the Commercial Tribunal responsible for the company SEISMO WAVE shall be called upon to intervene.

This shall also apply in the case of summary jurisdiction and procedures in matters of special urgency.

§ 2. Discounts and/or prices granted to the Distributor.

The Distributor is granted a discount of ... % on the list prices referred to in Article 7.4.

If the space left blank in the above paragraph is not filled in by the parties, and provided there is no special list price for distributors, the Distributor will be entitled to the discount normally granted by the Supplier to distributors being in the same situation for similar quantities of Products.



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ANNEX VII

GUARANTEED MINIMUM TARGET

(Article 8.3.)

This Annex VII is applicable only if the parties have fixed the minimum target by filling in one of the alternatives hereafter.

The Distributor undertakes, during each year, to place orders for not less than:

- (amount in money)¹
- 5 MB3d or 7 MB3a..... (amount in Products)
- % of the target agreed upon in accordance with Article 8.1.

If at the end of the year the above Guaranteed Minimum Target has not been attained, unless the Distributor shows that it cannot be held responsible for such non-attainment, the Supplier shall be entitled, subject to giving one month's notice, at its choice, to terminate this contract, or to cancel the Distributor's exclusivity, or to reduce the extent of the Territory. This right must however be exercised in writing not later than two months after the end of the year in which the Guaranteed Minimum Target has not been attained.

Unless the parties hereafter agree on different figures, the Guaranteed Minimum Target indicated above shall also be applicable for each year of the duration (including the case of renewal) of this contract.



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¹ If this alternative is chosen, care should be taken in order to avoid the agreed sum being automatically reduced (from year to year) as a consequence of inflation, e.g. by providing a yearly increase.

**ANNEX X
CHANGE OF CONTROL, OWNERSHIP AND/OR MANAGEMENT IN THE
DISTRIBUTOR (COMPANY)**

(Article 18.5.)

The Supplier may terminate the contract with immediate effect, if:

- Mr..... ceases to own more than % of the shares of the Distributor company.

- Mr Leonardus Muryono ceases to be the President of the Distributor company.



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**ANNEX XI
END-USER CERTIFICATE (Article 3.5)**

<p>END-USER CERTIFICATE</p> <p>NON TRANSFER CERTIFICATE</p>

French company : _____	2. Name, address of end-user : _____	3. End-use State : _____
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4. Products:

QUANTITIES	GOODS

5 - Certification of foreign consignee

We certify that we are importing the goods defined in section 4, which shall be delivered to the end-user specified in section 2. With the exception of the end-user specified in section 2, we will not sell, give, lend, transmit to any third party or export the goods, including any related specific supplies, spare parts or tools delivered within the scope of after sales services, in addition to the related documentation and user manuals, without prior written approval.

Signature _____

Name and title of signatory _____

Date _____

Seal



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