

PETUNJUK PENGISIAN

1. Setiap halaman di print pada Kop surat Perusahaan Anda (Kecuali halaman petunjuk pengisian ini)
2. Memberikan tanda tangan pada setiap halaman.
3. Pada halaman ketiga di tanda tangani oleh Direktur perusahaan di atas materai Rp 6000,- dan di bubuhi stempel perusahaan.

SINAR MAS GROUP
(PULP, PAPER, STATIONARY & CHEMICAL DIVISION)

Strategic Procurement Division
Wisma Indah Kiat A, 2nd Floor
Jl. Raya Serpong Km.8, Tangerang – 15310.
Indonesia.
Attention: Mr Fery

Dear Sirs

LETTER OF UNDERTAKING FOR SRM SYSTEM (*Letter of Undertaking*)

1. In this Letter of Undertaking, the following terms shall have the following meanings: **SINAR MAS GROUP** shall mean any of the companies listed Schedule A, attached and incorporated herein as reference, including any of their subsidiaries and/or affiliates and/or companies managed by PT. Purinusa Ekapersada. **SRM System** shall mean Supplier Relationship Management System, an interactive web based tool created, managed by and administered throughout the SINAR MAS GROUP to allow and facilitate its suppliers to submit tenders for the provision and/or to supply of goods to SINAR MAS GROUP. **Services** shall mean any service(s) ancillary, supplementary to or available through the SRM System.
2. In consideration of the SINAR MAS GROUP providing to us, given

[Supplier name] access to and use of the SRM System and Services we hereby acknowledge and agree that:

- (a) SINAR MAS GROUP reserves the right at its sole discretion to provide us with access to the SRM System and the Services, and SINAR MAS GROUP shall be entitled to terminate such access at any time without liability to us and without the need to provided any reason(s) whatsoever;
- (b) Notwithstanding the termination or expiry of this Letter of Undertaking, all intellectual property rights in the SRM System is and shall remain the property of SINAR MAS GROUP;
- (c) SINAR MAS GROUP shall not be liable for the unavailability of the SRM System and/or the Services due to any reason whatsoever. SINAR MAS GROUP shall not be liable for any costs, expense, loss and/or damages whatsoever (including but not limited to direct, indirect, consequential or loss of profit) in respect of any failure or defect (including those arising from any computer virus) howsoever caused by us due to the use of the SRM System and/or the Services;

- (d) SINAR MAS GROUP's authorized service representative(s) and operating representative(s) are hereby granted our express consent to view any data or information input by us into the SRM System; and
- (e) SINAR MAS GROUP DOES NOT WARRANT OR GUARANTEE THAT THE SRM SYSTEM WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT SINAR MAS GROUP WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, SINAR MAS GROUP MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. We further agree and undertake for benefit of SINAR MAS GROUP that we shall:

- (a) be fully responsible for the safe custody and appropriate use and handling of any User Id(s) and/or Passwords received from SINAR MAS GROUP in relation to the SRM System and/or the Services;
- (b) keep SINAR MAS GROUP informed from time to time should there be any change in our constitution or organization structure that will result in a change of person in charge of the User Id(s) and Passwords;
- (c) provide data or information through the SRM System which are true and correct, and that we are willing and able to commit to delivery such goods as confirmed by us through the SRM System;
- (d) honor and respect all intellectual property rights and marks belonging to SINAR MAS GROUP; and
- (e) use data or information of SINAR MAS GROUP which we may receive in the course of the use of the SRM System and the Services ONLY in connection with the performance of the Services. We shall treat any such data and/or information as strictly confidential (***Confidential Information***). We hereby further undertake that we shall not disclose such Confidential Information to any third party without the prior written approval from SINAR MAS GROUP and we shall protect the confidentiality of such Confidential Information in the same manner that we protect our own proprietary and/or confidential information. We understand and agree that any breach of confidentiality on our part may result in SINAR MAS GROUP suffering damage which may not be adequately compensated through monetary means and we agree that SINAR MAS GROUP shall be entitled to injunctive relief beyond monetary damages. Notwithstanding the termination or expiry of this Letter of Undertaking, our obligations under this clause shall continue until such time as the Confidential Information is publicly known without any fault on our part.

4. As a separate and independently enforceable term, we hereby irrevocably and unconditionally undertake to hold harmless, indemnify and keep SINAR MAS GROUP harmless and indemnified against all loss, damage, costs and/or expenses suffered or incurred by SINAR MAS GROUP arising from or in connection with any breach by us of our undertakings in paragraph 3 above.

5. The Parties agree that any change in or amendment of any of the terms and conditions of this Letter of Undertaking shall be effective only upon our mutual agreement in writing and signed by duly authorized representative of each Party.
6. For so long as, there are transactions between the Parties using the SRM System, shall not, and hereby expressly waive our right to, terminate and/or cancel and/or disregard this Letter of Undertaking, unless we have obtained the prior consent in writing from SINAR MAS GROUP.
7. This Letter of Undertaking shall be effective when it is signed by us and shall continue to be effective until upon a written notice from SINAR MAS GROUP of the cancellation of our User ID(s) and Passwords.
8. A person who is not a party to this Letter of Undertaking shall have no rights under any applicable law to enforce, or benefit from, any of its terms.
9. This Letter of Undertaking shall be governed by and construed in accordance with the laws of in relation to any matter arising out of or in connection with this Letter of Undertaking, shall be referred to and finally settled by Central Jakarta District Court, which shall have exclusive jurisdiction over such disputes. The Parties agree to waive any objections to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
10. The Parties hereby waive Article 1266 of the Indonesian Civil Code to the extent that judicial determination of this Letter of Undertaking is required as a precondition to terminate or cancel this Letter of Undertaking.

Yours faithfully,

[Materai, Signature & Company Stamp]_____

Name: _____

Position: Director

For and on behalf of

SCHEDULE A
SINAR MAS GROUP

1. PT. The Univenus
2. PT. Sinar Mas Specialty Minerals
3. PT. Purinusa Ekapersada
4. PT. Dian Swastatika Sentosa Tbk
5. PT. Pabrik Kertas Tjiwi Kimia Tbk
6. PT. Paramitra Gunakarya Cemerlang,
7. PT. Lontar Papyrus Pulp & Paper Industry
8. PT. Pindo Deli Pulp And Paper Mills
9. PT. Ekamas Fortuna
10. PT. Asia Paperindo Perkasa (APP)
11. PT. Paper Box Industries Indonesia (PBI)
12. PT. Kreasi Kotak Megah (KKM)
13. PT. Konverta Mitra Abadi (KMA)
14. PT. Kati Kartika Murni (KKM)
15. PT. Indah Kiat Pulp & Paper Tbk.
16. PT. OKI Pulp & Paper Mills
17. PT. Cakrawala Mega Indah (CMI)