

FINANCING AGREEMENT

Number: RES-[●]/PP-[●]/CTI/[●]/2021

THIS **FINANCING AGREEMENT** (hereinafter referred to as the "**Financing Agreement**") is made and entered into on [●], the [●] date by and between:

1. **PT CERITA TEKNOLOGI INDONESIA**, a limited liability company established under the laws of the Republic of Indonesia, located at Menara Anugrah Lt. 16; Office Taman E.3..3 Jl. Dr Ide Anak Agung Gde Agung, East Kuningan District, Setiabudi Village, South Jakarta Administrative City 12950 which in this case is represented by **WULAN YASMINA** in her position as Head of Legal and Compliance based on a power of attorney under a stamped hand, by and therefore authorized and acting for and on behalf of and legally representing PT. Cerita Teknologi Indonesia, which in this case acts as the proxy of the Financier based on:
 1. Power of attorney from [●] Financier No. RES-[●] as Grantor and PT Cerita Teknologi Indonesia as Proxy.
 2. Power of attorney No. RES-[●](Hereinafter referred to as the "**Operator**", including its attorneys, successors and assigns);
2. [●], Indonesian citizen, owner of Identity Card Number [●], having address and domicile in [●] (Hereinafter referred to as "**Guarantor**").
3. **PT [●]**, established under the laws of the Republic of Indonesia, having its address at [●] which in this case is represented by Mr. [●] in his position as Director, by and therefore authorized and acting for and on behalf of and legally representing [●] (hereinafter referred to as "**Financing Recipient**").

(Financier, Guarantor and Financing Recipient, each referred to as a "**Party**") and collectively referred to as the "**Parties**"). **WHEREAS:**

- A. The Financing Recipient intends to obtain financing from parties who will act as Financing Providers through the Organizer;
- B. The Provider will act as an intermediary in bringing together, managing and operating the provision of Financing (as defined below) from the Financier to the Financing Recipient;
- C. This Agreement elaborates and accommodates commercial provisions that regulate the core and outline of commercial, administrative and imperative aspects (which in the event of a deficiency in this Agreement that does not regulate the terms of the agreement in the Financing Offer Letter, then the matter that has not been regulated remains valid for the Parties and for evidentiary purposes must be regulated in this Agreement).

- D. The Financier agrees at the request of the Financing Recipient to provide Financing based on the Financing Conditions set out in Appendix II of this Agreement along with the terms and conditions in the RESTOCK Platform.

WHEREAS, the Parties agree to enter into this Financing Agreement on the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 All terms used in this Financing Agreement shall have the following meanings.

"Organizer" means PT CERITA TEKNOLOGI INDONESIA;

"Guarantor" is [●], as the party responsible in the event of default by the Financing Recipient.

"Installment" means the amount of fixed monthly installment payments that must be paid by the Financing Recipient during the Financing Period with the amount and due date of the installment as defined in Article 2.3;

"Financing Documents" means this Agreement, any Security Documents, Cheques, Demand Drafts and any other documents specified as such by the Promoter and the Financier;

"Cheque" is a security that contains an unconditional order from the customer to the Bank to withdraw a certain amount of funds from the customer's account;

"Giro" is a warrant to transfer a sum of money from one's account to another designated account;

"Security Document" means any document securing the Financing Payment Obligations so determined from time to time by the Financiers and/or the Operator;

"Financing" means financing provided by the Financier to the Financing Recipient through the Site based on the results of credit analysis conducted by the Provider on the Financing Documents provided by the Financing Recipient;

"Business Day" means a day, other than Saturdays, Sundays and national official holidays, on which banks operate to conduct their business activities in accordance with the provisions of Bank Indonesia;

"Confidential Information" means as defined in Article 13.2;

"Guarantee" means mortgage, pledge, fiduciary guarantee, security interest (whether ranking 1 or

2 as agreed), assignment as security or other security interest of any kind deemed to secure any obligation of the Financing Recipient or the Guarantor under this Financing Agreement the Security Documents or any other arrangement of similar effect.

"Financing Payment Obligations" means all present and future obligations and liabilities (whether real or contingent and whether held jointly or severally or in any other capacity) including but not limited to any amounts (principal, interest, fees, charges or otherwise) payable or at any time becoming payable by the Financing Recipient.

"Financier" means a financier who has authorized the Provider to extend financing to the Financing Recipient and therefore has a receivable from the Financing Recipient.

"Accelerated Repayment" means as defined in Article 3.2;

"Payment Account" as defined in Article 3.1.1;

"Site" means the platform [www.restock.id] maintained by the Promoter;

"Financing Interest" means the percentage of interest in a certain period that is fixed during the financing period and calculated from the amount of Financing;

"Maturity Date" shall mean the date set out in Appendix II except where such day falls on a non-Business Day, in which case the Maturity Date shall be the preceding Business Day, or such other date on which the last payment of principal of the Financing is due and payable as set out in this Financing Agreement and under this Financing Agreement.

"Default" is as referred to in article 10 of this Loan Agreement. **"Financing Principal"** is the total Financing funds approved by the Financier to facilitate the Financing Recipient.

"Tax" means any tax, levy, duty or other charge imposed or collected in a similar manner (including any penalty or interest payable in respect of any default or delay in payment of the same).

- 1.2 The headings used in this Financing Agreement are for convenience only and do not have any effect on the construction of the Financing Agreement and cannot be used to interpret the provisions of the article concerned.
- 1.3 Unless otherwise specified, references to statutory provisions are to the relevant statutory provisions and their amendments from time to time.
- 1.4 Unless otherwise required, a reference to an article, paragraph or annex to this Financing Agreement is a reference to the article, paragraph or annex to this Financing Agreement, and a reference to this Financing Agreement is a reference to this Financing Agreement and its annexes.

2 PROVISION OF FINANCING

2.1 Financing

- A. Subject to the terms and conditions set forth in the Site and this Financing Agreement, the Financier hereby agrees to provide financing to the Financing Recipient through the Provider by utilizing the Site in the amount of Rp. [●] ("Financing").
- B. Withdrawal of such Financing by the Financing Recipient will only be made in a lump sum no later than 10 Business Days from the date:
 - a. Signing of the Financing Agreement, all Security Documents, and Financing Documents (as necessary) required by the Financier in relation to the Collateral; and
 - b. The Financing Recipient has completed all information requested by the Financier and/or Operator as set out in Appendix I.
- C. The Financing Recipient understands and agrees that the amount of the Financing disbursement value that will be received by the Borrower is the Principal of the Financing minus the Organizer Fee or in accordance with what is stated in the Financing Facility Offer Letter that has been approved by the Financing Recipient.
- D. No amendment to the terms of this Agreement after the Financing has been disbursed to the Financing Recipient shall be approved by the Financier, unless the Financier agrees otherwise.
- E. The financing will be sent by the Financier through the Provider to the Financing Recipient to the following account:
 - Bank : [●]
 - Account Number : [●]
 - On behalf of : [●]
- F. For the avoidance of doubt, the Parties agree that the Organizer is not a Financing Provider under this Agreement, and only acts as a power of attorney of the Financing Provider to forward the Financing to the Financing Recipient in accordance with the terms and conditions of this Agreement.

2.2. Use of Financing

- a. Financing received by the Financing Recipient will be used for [●].
- b. The Financing Recipient is responsible for the correct use of the Financing and the Financier is not obliged to supervise the use of the Financing.

2.3 Financing Term

- a. The term of the Financing is [●] months with a repayment schedule for the Financing as described in Attachment II and Attachment III of this Agreement ("Financing Conditions and Financing Facility Offer Letter").

("Financing Conditions and Financing Facility Offer Letter").

- b. The Installment Amount as stated in Appendix II of this Agreement is the amount to be paid by the Financing Recipient without any deduction, including taxes and other fees (if any).

3 FINANCING PAYMENTS AND EARLY REPAYMENT

3.1 Financing Payment

- 3.1.1 The Financing and other amounts payable under the Financing Agreement shall be repaid by the Financing Recipient in full duly to the Financier through the Provider by utilizing the User Services, on Business Days to the following bank account ("**Payment Account**"):

Bank : DANAMON

On behalf of : [Borrower●]

No Virtual Account: [VA Borrower●]

- 3.1.2 Each payment from the Financing Recipient, will be used for payment in the following order:

- a. Costs;
- b. Fees late that not yet paid on late Financing payments;
- c. Interest on Financing; and
- d. The remaining principal to be paid.

- 3.1.3 To avoid late fees for payment of overdue Financing, payment of Installments falling on public holidays in Indonesia or on Saturday or Sunday must be made on the previous Business Day.

- 3.1.4 Repayment of any financing and any other amounts payable shall be made in accordance with the Instalments relating to such financing. If for any reason, the Financier does not receive such amounts in the Financing Payment Account by the Maturity Date, the Financier is authorised to take the necessary action under this Financing Agreement.

3.2 Accelerated Repayment

3.2.1 The Financing Recipient is permitted to make partial or full repayment of the Financing earlier than the Maturity Date by making a request to the Financier no later than 20 (twenty) Business Days made through the Site or email before the planned prepayment date ("**Accelerated Repayment**").

3.2.2 The Financing Recipient may carry out Accelerated Repayment, provided that:

- a. The Financing Recipient has submitted an Accelerated Repayment request made through the Site or email;
- b. The amount of Financing to be repaid to the Financier is at least 20% (twenty percent) of the total unpaid Financing along with the outstanding Financing interest or other amounts approved by the Organizer; and
- c. The Financing Recipient is required to pay the Financing Interest in the amount of the remaining unpaid months to the Organizer.

3.3 Partial Payment

Where the Financier receives payments which are insufficient to settle all amounts then due and payable by the Financing Recipient, the Financier shall deduct such payments from such obligations of the Financing Recipient in the following order:

- a. **First**, at or before the time of payment on a pro rata basis of any unpaid fees, costs and expenses to the Financier and any other agent appointed by the Financier;
- b. **Secondly**, at or before the time of payment on a pro rata basis of any accumulated Financing Interest, other costs including but not limited to: commissions, fees, damages and expenses (other than those specified in point a of Article 3.3 above) that have been due but not yet paid under this Financing Agreement;
- c. **Third**, at or before the time of payment on a pro rata basis of any principal amount that has been due but not yet paid under this Financing Agreement; and
- d. **Fourth**, at or near the time of payment on a pro rata basis of any other amounts that have become due but not yet paid.

The provisions regarding the above payments are subject to change at any time at the discretion of the Organizer, with prior notice to the Financing Recipient.

4 FINANCING INTEREST, FEES AND LATE FEES

4.1 Financing Interest

The Financing Interest charged on the Financing is [●] % per month of each principal value of each Financing disbursed (with due regard to the Maturity and may be determined otherwise by the Operator based on study and assessment in accordance with its discretion). In the event that there is an overdue Financing payment by the Financing Recipient, the Financing Recipient is not charged with current interest on the overdue Financing Payment.

4.2 Fees

For the Financing provided by the Financier, the Financing Recipient shall pay the following fees and expenses:

- a. The Financing Recipient will pay an organizer fee to the **Organizer of [●] %** of the Financing Principal which payment will be made in advance and by direct deduction from the Financing Principal at the time of disbursement of the Financing ("**Organizer Fee**").
- b. If there is a cancellation of the Financing application for funds that have been 100% collected, the Financing Recipient will be charged a cancellation fee of 1% of the principal value of the financing or a maximum of Rp 2,500,000, - plus 100% of the interest value calculated from the date of cancellation until the Financing Maturity Date as a whole.
- c. The Financing Recipient agrees to pay all costs (including legal fees) in connection with the signing, execution including the execution of the Financing Agreement, or any other agreement referred to herein which payment will be made by way of direct deduction from the principal of the Financing drawn down or otherwise at the discretion of the Promoter.
- d. If the Financing Recipient requests an amendment, waiver or clearance of the Collateral (including the Security Documents (if any)) then, the Financing Recipient shall, within 10 (ten) Business Days after being requested, reimburse the Financier for the amount of all costs and expenses (including legal fees) reasonably incurred by that party in responding to, evaluating, negotiating and/or complying with and implementing such request or requirement.

4.3 Late Payment Fee

The Financier through the Organizer may charge a late fee to the Financing Recipient of 0.2% per day of the total outstanding installments, if the Financing Recipient is late or negligent in making payments on time according to the Due Date. Late Payment Fee will be adjusted to the number of days of delay as stated in attachment II.

5. COLLATERAL FOR FINANCING PAYMENT OBLIGATIONS

5.1 Guarantee

- a. The Financing Recipient, to secure the Financing Payment Obligations, agrees to provide Security as required by the Provider.
- b. The Collateral submitted as referred to in Article 5.1 (a) will be given to the Financing Lender along with all of its original documents and will be bound by a transfer agreement and/or power of sale or other forms to be made in the form of a notarial deed or with a receipt of original documents issued by the Guarantor or other forms as required in the laws and regulations, which documents will be considered as Collateral Documents and constitute an integral part of this Financing Agreement.
- c. If for any reason the Guarantee provided by the Financing Recipient becomes invalid, or in the event that the Financier and/or Operator considers that the Guarantee has the potential to become invalid (at the absolute discretion of the Financier and/or Operator) then the Financing Recipient, at the request of the Financier and/or Operator, is obliged to provide a replacement Guarantee and will make and sign all documents necessary to perfect the replacement Guarantee within a maximum period of 14 (fourteen) business days ("**Replacement Guarantee**").
- d. If requested by the Financier, the Financing Recipient will obtain insurance coverage on the Collateral and/or Substitute Collateral submitted and/or on the Financing Payment Obligations for which the Financing Recipient is responsible to bear all payments in connection with such insurance.
- e. Collateral and/or Substitute Collateral must not be collateral that is being pledged to other parties.

5.2 Collateral Execution

- a. If the Financing Recipient has failed to make Financing payments in accordance with the Installment Due Date as stipulated in this Financing Agreement, then the Guarantor and/or the Operator will carry out the things that can be done arising from the Financing Agreement, the Financing Agreement, and/or the Security Document, including all privileges granted by laws and regulations to execute against the Guarantee provided by the Financing Recipient.
- b. Unless otherwise specified in the Security Documents, the Organiser will consult with, and obtain the Financier's consent before taking any action (including but not limited to, giving notice or taking any other action).

obtain approval) under this Financing Agreement in connection with the Collateral including the execution of the Collateral. If the Guarantee provided under this Financing Agreement is in the power or place or area legally owned by another party based on laws and regulations, the Financing Recipient will notify the execution of the Guarantee to the other party in order to assist the smooth execution of the Guarantee by the Organizer, as referred to in this Article 5.2, no later than 2 (two) Business Days from the notice of guarantee execution from the Organizer.

- c. All proceeds received by the Organizer from the execution of the Financing Recipient's Guarantee, including but not limited to payments under the insurance policy (if any), will be used as specified in Article 3.1.2 of this Agreement. If the proceeds of the execution of the Guarantee are still insufficient to pay the obligations payable by the Financing Recipient under this Agreement. Financing based on Agreement Financing Agreement, then Financing Recipient will pay the shortfall.

5.3 Use of Collateral Execution Proceeds

The proceeds of the execution of the Collateral will be used for the payment of Financing in the following order:

- a. Costs, including but not limited to payment of all auction fees, related court fees, attorney fees, and/or court fees, withdrawal fees that have been incurred by the Promoter for the execution of this Agreement;
- b. Late fees on unpaid Financing;
- c. Interest on Financing; and
- d. Remaining principal balance to be paid.

6 FINANCING RECOVERY

To further ensure the orderly repayment of all obligations of the Financing Recipient to the Financing Provider either because of the obligation to pay the principal, interest, late fees and/or other fees in connection with the Financing that has passed the Due Date, the Financing Recipient hereby authorizes the Financing Provider or through its attorney or through the Organizer to make efforts required by the Financing Provider including but not limited to (i) contacting the Financing Recipient (ii) using the services of a third party to collect all unpaid obligations related to the Financing and has passed the Due Date.

7 RIGHTS AND OBLIGATIONS

7.1 Rights and Obligations of Financiers:

- a. Entitled to obtain achievements made by the Financing Recipient as stated in this financing agreement;
- b. Entitled to make payments on the Financing Principal, Financing interest, late fees (if any), other appropriate fees as stated in Article 4 and Appendix II of the Financing Agreement;
- c. Entitled to collateral as security based on the Financing payment obligations in accordance with the provisions set forth in this Financing Agreement;
- d. The Financier with the Financier's consent to be given reasonably, where the Financier shall not be entitled to withhold consent unreasonably, shall be entitled to transfer or assign the Financier's receivables or invoices and all rights and powers arising under this Financing Agreement to any other party specified by the Financier for that purpose; and/or
- e. Obligated to carry out all the provisions stipulated in this Financing Agreement.

7.2 Rights and Obligations of Financing Recipients:

- a. Entitled to all achievements made by the Financier as stated in this financing agreement;
- b. Obligated to make payments on the Financing Principal, Financing interest, late fees (if any), other appropriate fees as stated in Article 4 and Appendix II of the Financing Agreement;
- c. Obligated to provide collateral as a guarantee of financing payment obligations in accordance with the provisions stipulated in this financing agreement;
- d. Store and maintain the confidentiality of access rights and key codes and other related confidential information used in the Platform, including account data, so that the Financing Recipient is responsible for any losses arising from existing negligence;
- e. Read and understand at all times, including but not limited to this Financing Agreement, terms and conditions, Privacy Policy and any other policies deemed necessary by the Promoter;
- f. Obligated to carry out all the provisions stipulated in this Financing Agreement, including all costs and services incurred in accordance with the mutually agreed agreement.

8. THINGS THAT ARE PROHIBITED

Unless otherwise determined by the Financier or the Organizer in writing, as of the date of this Financing Agreement until the repayment of all obligations that have not been paid by the Financing Recipient to the Financier, the Financing Recipient is prohibited:

- a. Transfer any rights and obligations, including the Guarantee, in this Financing Agreement and/or the Security Documents (including the rights and obligations and any supplementary documents) to any party except the Guarantor;
- b. In the event that the Financing Recipient is an individual, impersonate/masquerade as any private individual or intentionally include false and misleading information to any party;
- c. In the event that the Financing Recipient is a legal entity or business entity, act as if the implementation of this Financing Agreement is an individual implementation and act outside the authority given to him;
- d. Attempt to gain unauthorized access or attempt to break into, damage any computer system, network connected to the Platform;
- e. Using fake data;
- f. Obtain/attempt to obtain unauthorized access of any part of the Platform, or any other confidential information, either directly or indirectly, intentionally or unintentionally available on the Platform. Violation of this provision is a violation of applicable law.
- g. In applying for this Financing Agreement in a state of mental health and not under pressure, guardianship, coercion of anyone, the influence of alcohol or other addictive substances.
- h. Change personal data and/or information that has been provided to the Provider before notifying the Provider in writing (e.g., notification of change of address)

9. REPRESENTATIONS AND WARRANTIES

The Financing Recipient hereby promises, represents and warrants to the Financier as follows:

- a. The Financing Recipient has full legal right, power and authority to sign, execute and perform this Financing Agreement and all documents required under this Agreement. The signing and fulfillment of this Financing Agreement is valid and binding to be executed in all respects against the Financing Recipient;

- b. There is no force majeure, no case in court or no lawsuit or possible case against the Financing Recipient. including also case any which related with government agencies or other administrative bodies or other matters that threaten the Financing Recipient which if occurs and is decided impartially to the Financing Recipient. Financing will affect ability financial capacity of the Financing Recipient or its ability to pay in a timely manner any amount of the obligations which must be payable based on Agreement Financing Agreement and/or other documents or any amendments or supplements thereto;
- c. The execution and performance of this Financing Agreement by the Financing Recipient, and the transactions contemplated hereby, do not and will not conflict with: (i) any applicable laws or regulations; or (ii) any agreement or instrument binding on the Financing Recipient or any of its assets or constitute a default or termination event under any agreement or instrument which has or is reasonably likely to have a material effect on the Financing Recipient;
- d. The Financing Recipient shall promptly notify the Financier of any Default or other event which by notice or lapse of time or both shall constitute a Default;
- e. The Financing Recipient is not currently and will not apply for a postponement of payment (surseance van betaling) against the Financing Facility provided under this Financing Agreement and / or against other debt payment obligations in which the Financing Recipient is a debtor, and is not in a state or will become insolvent or is not currently or will be declared bankrupt and / or is not being filed against him a request for postponement of debt payment obligations or bankruptcy by creditors of the Financing Recipient at a Commercial Court that has competence, and / or has not lost his right to manage or control his property;
- f. The Financing Recipient has the right to provide Security for the Financing Payment Obligations under this Agreement;
- g. The guarantee provided under this Agreement is free from all forms of guarantees and/or other coverage to third parties (except for prior written approval from the Financier and/or Operator) and free from all forms of disputes and disputes with any third party;

- h. All information whether written or unwritten provided to the Financier through the Site by the Financing Recipient and its representatives, when provided and at any time thereafter to the best of its knowledge is true, complete and accurate and not misleading in any respect and there are no undisclosed facts that make any information provided to the Financier or the Organizer by the Financing Recipient incorrect or misleading. In the event of any changes to the documents, the Financing Recipient is required to update and/or update the Financing Recipient's information in the Financing Recipient's account on the Site and send the documents to the Organizer.
- i. Financing Recipients are not allowed to have more than 1 (one) account on the Site to avoid fraud and/or cause losses to one of the parties;
- j. If the Financing Recipient is proven to have committed the act as referred to in letter (i), the Operator has the right to deactivate the latest account of the Financing Recipient;
- k. The Provider has the authority to refuse financing if the Financing Recipient is proven to have committed fraud.

10. WANPRESTATION

With due observance of the provisions of this Agreement, upon the occurrence of any of the events below (hereinafter referred to as "**Default**"), the entire amount of obligations on the Financing payable under this Financing Agreement shall immediately become due and payable in full by the Financing Recipient, together with all costs and interest on the Financing payable under this Financing Agreement to the Financier and the Financier may take any action deemed necessary under the Financing Agreement and/or the General Terms and Conditions, other agreements entered into by the Financing Recipient and the Financier, in accordance with applicable laws and regulations to secure payment of the occurrence:

- a. Failure of the Financing Recipient to perform its obligations under this Financing Agreement and/or other agreements entered into between the Financier and the Financing Recipient resulting in the termination of the Financing Agreement and/or the General Terms and Conditions, this and other agreements entered into between the Financier and the Financing Recipient;
- b. If the statements, guarantees and promises of the Financing Recipient in this Financing Agreement, and other agreements made between the Financier and

The Financing Recipient mentioned herein becomes or can be proven to be untrue, inaccurate or misleading;

- c. The Financing Recipient (i) files a bankruptcy petition against itself or (ii) takes any action against itself which if not stopped within 30 calendar days may lead to a declaration of insolvency or bankruptcy of the Financing Recipient;
- d. A court or other governmental body declares that the Financing Agreement or the documents or any part thereof is null and void or becomes non-binding on the Parties; or
- e. The occurrence of disturbances in the financial market or economic situation or other changes that have a negative impact including and not limited to any action from the authorities to liquidate or stop the business or work of the Financing Recipient which in the opinion of the Financier may hinder, delay or make the Financing Recipient unable to meet its obligations in this Agreement.

11. MECHANISM ORGANIZER NOT CAN CONTINUE OPERATIONAL ACTIVITIES

In case Organizer not unable to continue activities its operations then the Operator will do the following:

- a. Submit an application to the Financial Services Authority (OJK) accompanied by reasons regarding the inability to carry out its operational activities.
- b. Make a statement letter on the plan to settle the rights and obligations of the Financing Provider and Financing Recipient, accompanied by a settlement plan scheme.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 This Financing Agreement and its execution shall be governed by and construed in accordance with the laws of the Republic of Indonesia.
- 12.2 Any and all disputes, controversies or conflicts arising out of or in connection with this Agreement, including disputes over its validity, conclusion, binding force, breach, amendment, expiry and mutual termination, ("**Disputes**") shall, to the extent possible, be resolved amicably by the Parties.
- 12.3 If the Dispute cannot be resolved by deliberation to reach consensus within 30 (thirty) calendar days from the date of one Party's notification to the other Party of the existence of the Dispute, then the Parties agree that the Dispute will be resolved by the Indonesian National Arbitration Board (BANI) in Jakarta with the following provisions

using BANI arbitration rules and procedures, by an arbitral tribunal consisting of 3 (three) arbitrators. The language to be used in the arbitration is Indonesian. The Parties agree that the award rendered by the arbitrators shall be final, binding and irrefutable on the Dispute submitted to the arbitral tribunal, and the Parties agree to undertake all efforts necessary to ensure the enforcement of the arbitral award. The Parties shall not be entitled to commence or maintain any action in any court with respect to any Dispute arising out of or relating to this Agreement except for the enforcement of any interim relief necessary to support the arbitration proceedings or the enforcement of the arbitral award under the provisions of this Article.

13. CONFIDENTIALITY

- 13.1 Each Party shall, at all times and under all circumstances, maintain and ensure that its officers, employees, consultants, experts, agents, representatives and/or subcontractors (if any and after obtaining prior approval from the other Party) to maintain the confidentiality of and without prior written approval from the other Party, are prohibited from disclosing to any third party in any manner or circumstance or using for any other purpose other than for the performance of its obligations under this Financing Agreement:
- a. All forms of information, data, verbal communications regarding the other Party, its businesses, subsidiaries, parent companies or affiliated companies ("**Affiliates**") and/or businesses of Affiliates, including but not limited to, agreements and budgets, software and hardware, ideas, campaigns, products, inventions, business methods, customer and prospect lists, business and technology plans, business policies, procedures, techniques, research or development projects or results, memoranda and e-mail correspondence, letters, strategies, sales and marketing information, financial information, know-how, trade secrets or proposed trade names, and other process know-how as well as any intellectual property owned by the other Party or Affiliate that is or could reasonably be considered confidential or classified as confidential under applicable laws and regulations or general business practices in accordance with each Party's business.
 - b. Information relating to the operational, non-operational and business activities in the broadest sense of the other Party including information found or located in properties controlled or owned by the other Party.
 - c. Information not ordinarily known to the public which, if used or known by any third party or its competitors, could cause moral, reputational or material harm, directly or indirectly, to such other Party.

- d. All data and information obtained from the other Party regarding or relating to members, clients, visitors, customers or other third parties who use the services of the other Party or are involved in the business of the other Party.
- e. All data, documents and/or information obtained from the other Party in connection with the Agreement, including but not limited to, the preparation, negotiation and implementation process.

13.2 The foregoing information, whether softcopy, hardcopy or otherwise, is collectively referred to as ("Confidential Information").

"Confidential Information" does not include any part of the disclosed information or data:

- a. Was known or openly accessible to the public at the time the information was received (including, but not limited to, any information filed with the governing body and publicly available);
- b. Constitutes and is subsequently made known to the public or the public in a non-infringing manner by the receiving Party;
- c. Required to be disclosed by either Party by law, regulation, government, court of competent jurisdiction, legal and/or administrative process;
- d. Evidently become available to either Party on a non-confidential basis from a legitimate source other than each Party;
- e. Have become known to either Party prior to receipt from the other Party under this Agreement without any obligation of confidentiality relating thereto;
- f. Any information compiled, produced and/or developed by either Party independently;
- g. Any information disclosed with the written consent of the other Party; and/or;
- h. In the event that Confidential Information is originated by the Financing Recipient, its use and disclosure is permitted to the Organizer and/or the Financier to the extent reasonably necessary for the implementation of this Agreement and/or the business activities of the Organizer.

13.3 In connection with the planned disclosure of Confidential Information required by applicable laws and regulations or judicial proceedings, each Party agrees to notify the other Party of such planned mandatory disclosure and provide relevant evidence proving that such disclosure is required within 2 (two) days after learning of such mandatory disclosure.

13.4 In such a case, such other Party as the disclosing Party shall cooperate with the owner of the Confidential Information to limit the disclosure or otherwise limit the disclosure to Confidential Information which shall ultimately be required to be

disclosed.

13.5 Each Party agrees that the Confidential Information disclosed under this Financing Agreement will be used only for the purpose of implementing this Financing Agreement including for some accountable purposes:

- a. For the purposes of reporting, analysis, decision making, background check and other purposes related to Financing by related parties or stakeholders including affiliates of the Financier and Operator.
- b. For the purpose of verifying the identity and credit standing of the Financing Recipient.
- c. To process Financing transactions and update the Financing Recipient's data account.
- d. To assess the Financing Recipient's credit history and confirm the Financing Recipient's employment details (if individual).
- e. To make Financing facility decisions.
- f. To contact third parties, e.g., banks in the event of a background check, which the Financing Recipient has notified for the purpose of confirming information about the Financing Recipient.
- g. To make statistical analysis and develop or improve product Provider to estimate financing risk.
- h. To identify the Financing Recipient when the Borrower contacts the Provider.
- i. To identify Provider products or co-Provider products that are of interest to Financing Recipients.
- j. To prevent and detect fraud.
- k. To contact the Financing Recipient in relation to the Financing Recipient's request.
- l. To settle the obligations of the Provider arising from the agreement concluded between the Financing Recipient and the Provider.
- m. To allow the Financing Recipient to participate in the Organiser's interactive feature services, if the Financing Recipient chooses to do so.
- n. To evaluate the effectiveness of the Site's marketing, including for periodic checks and for marketing research.
- o. For information on service changes.
- p. To allow banks, financial institutions or authorised third parties to carry out limited checks on the status of the Borrower in the Organiser's databases or services.

- q. For the purpose of cooperation with other parties such as receiving installment payments through third parties or collection parties both desk collection and field collection.
- r. To provide information in the form of programs or promotions through the Financing Recipient's personal means of communication, such as mobile phone numbers or email

13.6 Each Party may only disclose or provide access to such Confidential Information only to designated employees or professional advisors in its employ who agree to be bound by the terms of this Agreement, on a "*need to know*" basis. Upon request of the other Party, the disclosing Party shall provide all information regarding the employees and professional advisors to whom any access to Confidential Information was granted. Each Party agrees to make all reasonable efforts to protect the confidentiality and avoid unauthorized disclosure or use of Confidential Information of the other Party, which are mandatory measures that, among other things, include the highest level of care each Party takes to protect its Confidential Information. Each Party agrees to, promptly and without delay, notify the other Party in writing of any misuse or unauthorized disclosure or use of such Confidential Information of which it becomes aware to the other Party and to use its best efforts to anticipate such circumstances to minimize the loss or potential loss of the other Party.

13.7 This Confidentiality Provision will remain in effect binding on the Parties for 2 (two) years after the expiration of this Financing Agreement.

14. CORRESPONDENCE

- 14.1 Any communication to be made between the Parties under or in connection with this Financing Agreement may be made by electronic mail or other electronic media, if the Parties:
- a. Agree that, unless and until given notice to the contrary, such electronic mail or electronic media shall be an accepted form of communication;
 - b. Notify in writing to each other their electronic mail addresses and/or any other information necessary to enable the sending and receiving of information through such medium; and
 - c. Notify each other of any changes to their email addresses or any other information submitted by them.

- 14.2 Each Party shall notify the other Party immediately upon becoming aware that its electronic mail system is not functioning due to a technical malfunction (and such malfunction is continuing or may continue for more than 24 hours). After delivery of such notice, until such Party notifies the other Party that the technical malfunction has been corrected, all notices between such Parties shall be transmitted by fax or mail in accordance with Article 14.1. Notices and communications in connection with this Financing Agreement shall be delivered to the Parties at the following addresses:

Financier:	Financing Recipient:
U.p: PT Cerita Teknologi Indonesia	U.p: PT [●]
Electronic Mail Address:	Electronic Mail Address:
admin@restock.id	[●]
Office Address:	Address:
Sequis Tower 19th Floor, Jl. Jenderal Sudirman No. Kav 71, South Jakarta 12190	[●]
Tel: (021) 5794 1845	Tel: (021)

15. OTHER PROVISIONS

- 15.1 Any term or condition of this Financing Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver shall be effective unless set forth in writing duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement shall, in any one or more instances, be deemed or construed to be a waiver of the same or any other terms and conditions of this Financing Agreement on any future occasion. All remedies, whether under this Financing Agreement or by Law or otherwise that may be granted, shall be cumulative and not alternative.
- 15.2 No alteration, amendment or waiver of this Financing Agreement shall be valid or binding unless made in writing and, in the case of an alteration or amendment, signed by the Parties and in the case of a waiver, by the waiving Party against whom the waiver is to be made. Any waiver by either Party of any right in this Financing Agreement or any breach of this Financing Agreement by the other Party shall not be construed as a waiver.

waiver of any other right or any other form of violation by such other Party, whether of the same nature or of a different nature thereof.

- 15.3 If any provision of this Financing Agreement is held to be illegal, invalid or unenforceable under any applicable Law now or in the future, and if the rights or obligations of any of the Parties to the Agreement under this Financing Agreement would not be materially affected and accordingly,
- (a) such provision shall be fully governed at a later date by the closest commercially acceptable provision, (b) this Financing Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been part of this Financing Agreement and (c) the remaining provisions under this Financing Agreement shall remain in effect and shall not be affected by such illegal, invalid or unenforceable provision.
- 15.4 No failure and/or delay by either Party to exercise any or all of the rights in this Agreement, or partial exercise thereof, shall be deemed to constitute a waiver or relinquishment of such rights held or generally without necessarily delaying the occurrence or reoccurrence of the same or any other event giving rise to such rights.
- 15.5 This Financing Agreement shall be binding upon and inure to the benefit of each Party and shall inure to the benefit of their heirs, successors and assigns. This Financing Agreement does not give rights to any person or legal entity who is not a party under this Agreement, except as expressly stated in this Agreement.
- 15.6 Regarding this Financing Agreement, the Financing Recipient and the Financier agree to waive the provisions of Article 1266 of the Indonesian Civil Code.
- 15.7 Each Party shall bear Taxes in connection with the execution of the Agreement in accordance with applicable legal provisions. For the avoidance of doubt, the Financing Recipient is obliged to make tax payments in connection with this Financing Agreement and will provide tax deposit evidence to the Financier if requested by the Financier.
- 15.8 All attachments, changes, additions and/or addendums of this Financing Agreement constitute a single and inseparable entity.

WHEREAS, this Financing Agreement is made and signed by using electronic signature as stipulated in the Law of the Republic of Indonesia No. 19 of 2016 concerning Amendments to the Law of the Republic of Indonesia No.11 of 2008 concerning Electronic Information and Transactions by the Parties or their legal representatives on the date as stated at the beginning of this Financing Agreement and shall have the same legal force as an Agreement made and signed in wet.

FINANCIER/GUARANTOR

PT. CERITA TEKNOLOGI INDONESIA

As the Proxy of the Financier, for and
on behalf of the Financier

PT [●]

WULAN YASMINA

Head of Legal & Compliance

[●]

Director

**APPENDIX I
REQUIREMENTS FOR LOAN ACCEPTANCE
DOCUMENTS**

Financing Recipient document requirements:

1. Deed of Establishment and its Amendments (including the latest amendment)
2. Business Identification Number (NIB)
3. Account Mutation
4. Financial Report
5. Identity Cards of all shareholders and directors and commissioners
6. Other documents

**APPENDIX II
FINANCING TERMS**

A. Parties

Financing Recipient : PT [●]

B. Financing Structure

Financing Type	Financing Principal	Interest Rate	Term Financ ing Time
Financing based on Business assets and Inventory	Rp [●]	[●] % per month	[Month]

C. Use of Financing : [●]

D. Organizer Account : Bank Name : DANAMON
Virtual Account No. : [●]
On behalf of : [●]

E. Collateral : - Cheque for 100% of the financing value
• Goods with a value of Rp. [●]

F. Platform Service Fee : [●] % of Financing Amount

G. Cost of Delay Payment : 0.2% per day of the unpaid arrears calculated
calculated after H+8 of the grace period.

H. Administration Fee : [●] % per month

**I. Grace Period
Installment Payment** : 3 days after the due date

J. Due Date : Date [●] every month, starting 1 month after disbursement

Payment installment calculation table*:

Installment to	Installment Date	Principal	Flowers	Administra tion Fee	Total Payment
1.	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
2.	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
3	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
Total		Rp [●]	Rp [●]	Rp [●]	Rp [●]

APPENDIX III
FINANCING FACILITY OFFER LETTER

No: RES-[●]

Jakarta, [●] 2021

Subject: Financing Facility Offer

With respect,

In connection with the financing application you submitted on [●], we hereby submit a financing facility offer with the following terms and conditions:

Financing Number	RES-[●]
Total Financing	Rp [●]
Term of Financing	[●] month
Flowers	[●] % per month
Platform Service Fee	[●] %
Late Payment Fee	0.2% per day of unpaid arrears, calculated after H+8 of the grace period
Administration Fee	[●] % per month
Amount Disbursement Financing After Deduction of Costs	Rp [●]
Grace Period for Installment Payments	3 days from installment due date
Total Payments	Rp [●]

Simulation of installment payment calculation*:

Installment to	Installment Date	Principal	Flowers	Administration Fee	Total Payment
1.	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
2.	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
3	[●]	Rp [●]	Rp [●]	Rp [●]	Rp [●]
Total		Rp [●]	Rp [●]	Rp [●]	Rp [●]

*) Calculated from the date of the Financing Offer, namely as of [●]. Installment payment dates and financing interest payment amounts are tentative, the definitive financing interest payment amount will be adjusted on the financing disbursement date.

1. Bidding Period

The financing offer period is a maximum of 10 calendar days from the time you agree to this offer. If after 10 days the funds raised are less than 60% of the financing amount, you are given the opportunity to extend the offer period for 10 days.

2. Collateral

- Checks amounting to 100% of the
- financing value of Goods with a value of Rp [●]

3. Payment Method

Monthly deposit of the appropriate amount to the account specified in the agreement

4. Disbursement Requirements

- Warehouse account access has been handed over to Restock
- Statement of Transfer of Rights on Collateral has been submitted to Restock Cheque Bank
- Account [●] No. account [●] in the name of [●]

5. Accelerated Financing Repayment

It is allowed for accelerated payment by submitting an Accelerated Repayment application through the Site, provided that the obligation of the amount of money to be paid is at least 20% (twenty percent) of the entire unpaid financing along with the outstanding financing interest or other amounts approved by Restock.

6. Cancellation of Financing

If there is a cancellation of funds that have been 100% collected after the offering period, the Financing Recipient is subject to a fine of 1% of the financing value or a maximum of IDR 2,500,000, - plus 100% of the interest value calculated from the date of cancellation until the maturity date of the financing.

7. Other Terms

- Restock will ensure that the Financing Recipient can pay the payment installments each month by holding the total balance of the warehouse account at least the amount of installments that need to be paid in that month. This aims to ensure the fulfillment of the Financing Recipient's payment installment obligations to the Financing Provider.
- Other provisions as stated in the Financing Agreement. If there are further conditions, it will be conveyed later.
- This offer is valid for 3 days from the date of this letter and is non-binding and may be cancelled at any time at our discretion. If there are things that are not clear, you can contact Restock.