

Distribution Agreement

REPL International Ltd (REPL), a company incorporated in the United Kingdom (UK) , having its principal place of business Unit 2-3 Oak Tree Business Centre Spitfire Way, South Marston Park, Swindon, Wiltshire, England, SN3 4TX, United Kingdom and;

PT Trilistrindo Pratama (PT.TP), a company incorporated in Indonesia, having its principal place of business at Komplek Ruko Sunter Permai Indah, Jalan Mitra Sunter Boulevard Blok A No 20-21, Jakarta Utara, 14350 Indonesia.

HEREBY AGREE AS FOLLOWS:

- 1) Upon completion of the existing 2-year PLN contract and after successful completion of the Type test of REPL 22KV Cold Shrink Joint, Indoor & Outdoor Termination; PT.TP and associated entities will permanently terminate their existing distribution agreement with TE and will work in mutual exclusivity with REPL Group for the Indonesian market only.
- 2) PT.TP will be allowed to distribute REPL products in the Territory of Indonesia exclusively. PT.TP will not sell REPL products outside Indonesia. Any sale outside territory which is not remedied within 3 months or continues after that period will constitute a cause for REPL to terminate the Agreement. PT.TP will not, directly or indirectly, sell/ promote /support products of any other brand which compete with REPL products. Similarly, REPL Group will not appoint any other entity and will work with PT.TP as their exclusive distribution partner for the Indonesian market. If REPL violates this clause it will constitute a cause for PT.TP to terminate this Agreement or if PT.TP violates this clause it will constitute a cause for REPL to terminate this Agreement.
- 3) REPL will supply items to PT.TP as per their price list and payment terms. PT.TP will pay for supplies as per these terms.
- 4) PT.TP will purchase components from REPL and produce the kit locally.
- 5) All material to be used in kits are to be purchased from REPL or REPL approved suppliers only – if PT.TP deviates from this it is a cause of terminating the Agreement
- 6) PT.TP will provide all market/sale/pricing/competitive information as well as margin/market share and other information in a confidential manner between parties and both will work in a transparent shared manner to work out tender price to ensure tender success.
- 7) REPL will provide a reasonable number of technical training sessions to PT.TP and utility staff as needed and support PT.TP in sales/distribution efforts and presentations to key customers. REPL will pay all flight/employee costs and PT.TP will take care of local expenses (accommodation/ food/transport).
- 8) All kits/boxes/installation instructions/packing will be sold with REPL branding only. All technical services and all components will be supplied primarily from REPL's group-company located in Malaysia - REPL(Malaysia) Sdn. Bhd. - which functions as the company's focal point for operations in the Far-East and ASEAN region.
- 9) REPL will be and will remain a licensed trademark of REPL International Ltd (UK) and REPL will license the use of REPL name to PT.TP. Such license will stand



withdrawn in case of termination of this agreement. REPL international Ltd (UK) will register its trademark in Indonesia.

- 10) PT.TP will be responsible for demonstrating local value add and obtain TKDN certification.
- 11) REPL will supply PT.TP with Cold Shrink Cable Accessory Expansion machinery that will allow them to demonstrate local value add in Indonesia
 - Price payable by PT.TP will be CIF Jakarta \$235,000. The machines will include-
 - Expansion machinery to expand cable ranges
 - Laser printing machinery
 - Payment terms 70% upfront and 30% after successful completion of Type Testing
 - If Type Testing is not successful PT.TP can return the machines to REPL at cost price.
Since PT.TP would have incurred local installation & type test charges REPL will not deduct any amount from the cost price.
 - REPL will send 2 persons to train PT.TP staff for an agreed period of time - REPL will pay all flight/employee costs and PT.TP will take care of local expenses (accommodation/ food/transport)
- 12) Type testing will be done in PT.TP name with REPL as brand label
 - REPL will send their technical team to supervise PT.TP employees during installation of Type test. -REPL will pay all flight/employee costs and PT.TP will take care of local expenses (accommodation/ food/transport)
 - It is PT.TP's responsibility to get Type Test passed
- 13) PT.TP will ensure that neither it nor any of its employees disseminates pictures/videos or any other such material of REPL Expansion System located in Indonesia and or tries to duplicate/replicate or backward integrate any of REPL technology shared with PT.TP. If any such instance should arise then REPL can immediately give 3 months termination notice to PT.TP with cause.
- 14) To serve as a safeguard against the risks associated with REPL sharing its technology, should the Agreement be terminated owing to a breach by PT.TP, then PT.TP shall be obligated to provide compensation fee of \$780,000 due within 3 months of notice of termination. This compensation fee will be reduced by 10% after each year of the Agreement so after 1 year the fee will reduce to \$702,000 till after year 10 it reduces to zero.
This compensation will not be payable should the Agreement be terminated owing to a breach by REPL.
- 15) PT.TP hereby grants REPL the right to take a 35% shareholding in a new entity to be formed in relation to cable accessory business in Indonesia with all purchase of components by PT.TP to be transitioned from REPL to this entity and all manufacturing operations and sale of kits to PT.TP conducted by the new entity. This entity may be named PT. Trilistrindo REPL Pratama (TRP) to reflect the partnership between the two companies and will be established once PT.TP reaches an acceptable threshold in sales volume set by REPL. If the formation of this new entity is not done within 6 months of REPL notifying PT.TP this will be considered cause of termination.
PT.TP will be responsible to obtain all necessary government & PLN approvals such as manufacturing license etc. for this entity in order to ensure smooth functioning



of the new joint venture operations to be able to supply REPL products in Indonesia on a long-term basis.

- 16) PT.TP is not permitted to sublicense the usage of equipment /technology /REPL Brand.
- 17) The new entity will employ REPL staff, as and when proposed by REPL, in Indonesia to ensure brand reputation /uncompromised quality and commercial/partnership compliance.
The number of such REPL staff will be limited to maximum two persons under the initial scope operations and may be revised in future with mutual consent.
- 18) PT.TP will implement Production & QC systems proposed by REPL.
- 19) REPL may, after giving adequate notice to PT.TP, regarding non-observance of quality standards, if any, demand in writing that PT.TP stop production, if the quality defects are not rectified within a period determined and conveyed by REPL. This will constitute a cause for REPL to terminate the Agreement.
- 20) REPL retains the right to terminate this agreement if the volume of products supplied by REPL to PT.TP falls below an acceptable threshold. In matters pertaining to this criterion, REPL's judgment will be conclusive and binding.
- 21) This agreement shall be subject to the laws of Indonesia.

AGREEMENT COMMENCEMENT DATE:

This Agreement shall become effective as of 17.1 .2024

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement hereunder.

For REPL International Ltd (REPL)

.....
Rutton Homi Patel

Director

Date: _____

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Amardeep Singh Dhanoa

Company Secretary

For PT. Trilistrindo Pratama (PT.TP)



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Johnlee Mailoa

.....
President Director

Date: January 22, 2024


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PT. TRILISTRINDO PRATAMA

Chris Maringka

.....
Chairman