

LETTER OF APPOINTMENT

Date: [2026.09.29]

Ref No: [26092901]

To:

PT. ALFAJafa TEKNIKA MANDIRI, Legallyn Indonesia, Kawasan Rasuna Epicentrum, Epiwalk Office Suite Lt. 5 Unit A501, Jl. HR Rasuna Said RT. 002 RW. 005, Kel. Karet Kuningan, Kec. Setiabudi, Jakarta Selatan, DKI Jakarta 12940, INDONESIA.

SUBJECT: APPOINTMENT AS EXCLUSIVE DISTRIBUTOR AND SALES REPRESENTATIVE.

Dear Sir/Madam,

This **Letter of Appointment (“LOA”)** constitutes a binding cooperation framework document. **HENGSHUI ZHONGHE MINING MACHINERY CO. LTD (ZHPCP)**, a manufacturer progressive Cavity Pump and artificial lift technology solution provider incorporated under the laws of the People’s Republic of China, hereby formally appoints **PT. ALFAJafa TEKNIKA MANDIRI (ATM)**, as its Exclusive Distributor and Sales Representative within the defined Territory, subject to all terms and conditions hereunder.

This appointment establishes an exclusive long-term strategic cooperation framework, leveraging **ZHPCP**’s proprietary manufacturing capacity, core oilfield technology and complete product solutions, together with **ATM**’s local market channels, operator resources and on-site project execution capacity.

1. Appointment and Territory

ZHPCP hereby appoints **ATM** as its **Exclusive Distributor and Sales representative** for the following territory (the “Territory”):

- **Indonesia**
- **India**
- **Midle East**

2. Scope of Products and Services

This appointment covers the promotion, marketing, and sale of **ZHPCP**’s full range of products and solutions, including:

1. Intelligent screw pump lifting system
2. Downhole Cable Fishing Technology
3. Intelligent Wax Removal and Prevention

3. Roles and Responsibilities

The relationship between **ZHPCP** and **ATM** under this LOA is strictly and exclusively that of buyer and seller. ATM and its agents, employees, and subcontractors shall, under no circumstances, be considered to be agents, employees, partners, joint venturers, or representatives of ZHPCP, and they shall not hold themselves out as such to any third party. ATM shall not attempt to enter into contracts, make representations, or create commitments in the name of or on behalf of ZHPCP, nor shall ATM take any action that would bind ZHPCP or impose any liability, obligation, or responsibility upon ZHPCP in any respect whatsoever. Any unauthorized act purporting to bind ZHPCP shall be null and void and shall be the sole responsibility of ATM.

3.1 Responsibilities of ZHPCP

Act as the Technology Owner and Manufacturer, ZHPCP's responsibilities include:

- Manufacturing and supplying products in accordance with agreed specifications.
- Providing product specifications, technical documentation, engineering recommendations, and application support.
- Providing technical support to ATM for customer discussions, tender clarifications, commissioning, and troubleshooting.
- Ensuring product quality, reliability, and compliance with international standards.
- Supplying necessary spare parts and maintenance support.

3.2 Responsibilities of ATM

As the Exclusive Distributor and Sales representative, ATM shall:

- Diligently develop and expand ZHPCP's business presence and market share in the Territory.
- Promote ZHPCP technologies to operators, drilling contractors, and service companies.
- Manage customer relationships and lead commercial negotiations.
- Independently participate in RFQs, tenders, and bidding processes using ZHPCP products.
- Prepare and submit technical and commercial proposals based on ZHPCP-approved data.
- Provide local project management, logistics, installation support, and field execution services.
- Not sub-license, sub-distribute or transfer any rights granted under this LOA to any third party without ZHPCP's prior written consent.
- Not, directly or indirectly, during the term of this LOA, represent or assist third parties in the sale or leasing of any products that compete with the ZHPCP products set forth in article 2 above.
- ATM shall perform its responsibilities within the authority granted under this Letter of Appointment and shall not execute contracts, issue warranties, alter technical specifications or make legally binding commitments on behalf of ZHPCP unless expressly authorized in writing by ZHPCP

4. Commercial Rights and Restrictions

ATM is authorized to represent ZHPCP products within the Territory. ATM may:

- Introduce products, participate in tenders, and submit quotations.
- Conduct commercial discussions and coordinate contract execution.

However, ATM shall not:

- Modify ZHPCP product specifications or designs without prior written approval.
- Issue unauthorized technical warranties or guarantees.
- Make commercial or technical commitments exceeding the authority granted by ZHPCP.

5. Tender Participation and Project Execution

ATM is authorized to independently participate in public and private tenders. ZHPCP shall provide necessary technical documentation and engineering support.

- **Approval:** Any commitment relating to product performance, manufacturing capability, or technical guarantees must be subject to ZHPCP's prior written approval.
- **Project Execution:** Upon successful award of a tender or contract, the Parties shall cooperate in good faith to negotiate and execute a separate Commercial Agreement, Project Agreement or Purchase Order setting out the respective scope of work, pricing, commercial terms, responsibilities, delivery obligations, payment arrangements and project execution requirements.
- **Cooperation:** The Parties shall cooperate in good faith throughout the tendering, negotiation, execution and delivery stages to maximize the opportunity for successful project implementation and customer satisfaction.
- **Recognition of Business Opportunities:** Any tender, project or business opportunity identified, originated or introduced by ATM within the Territory shall be recognized as having been introduced by ATM. The commercial rights, responsibilities and compensation relating to such opportunity shall be governed by the applicable Commercial Agreement, Project Agreement or Memorandum of Understanding executed between the Parties.

6. Exclusivity and Market Protection

During the validity of this LOA:

- **Exclusive Rights:** ZHPCP appoints ATM as the exclusive distributor for the defined product scope in the Territory.
- **Protection:** ZHPCP shall not appoint another distributor or sales representative for the same product scope within the Territory without prior consultation with ATM.
- **Lead Registration:** Customer opportunities developed by ATM shall be recognized as cooperative business opportunities.
- **Non-Compete Obligation:** In consideration of the exclusive rights granted herein, ATM expressly agrees that it shall not, directly or indirectly, promote, market, distribute, sell,

lease, or otherwise engage with any third-party products or services that are competitive with ZHPCP's products and services as defined in Article 2, throughout the Territory and during the entire term of this LOA. Breach of this non-compete obligation shall constitute a material breach of this LOA.

7. Term and Validity

- This Letter of Appointment shall become effective on [Effective Date] and shall remain in force for an initial period of twelve (12) months, unless earlier terminated in accordance with this Letter of Appointment.
- The LOA can be early terminated by the Parties upon mutual agreement.
- Either Party shall have the right to terminate this LOA if the other Party commit a material breach of its obligations and failed to remedy within 60 days upon receipt of the notice from the counter party.
- Either Party may terminate this LOA by written notice to the other Party when any Force Majeure event makes performance of this LOA impossible or unnecessary.
- Upon expiration of the initial term, this Letter of Appointment shall automatically renew for successive periods of one (1) year unless either Party provides not less than ninety (90) days' prior written notice of its intention not to renew. Any non-renewal shall not affect ATM's rights in respect of customers, tenders, quotations, negotiations, purchase orders or business opportunities introduced, identified or materially developed by ATM during the term of this Letter of Appointment. Such rights shall continue to be governed by the Commission Survival and Buyer Protection provisions of this Letter of Appointment.
- Ongoing Opportunities; If, at the expiry date of this Letter of Appointment, any quotation, tender, proposal, commercial negotiation or project introduced or developed by ATM remains active, this Letter of Appointment shall continue to apply solely to that opportunity until the relevant transaction has been concluded or otherwise terminated by mutual agreement.

8. Confidentiality

Both parties agree to maintain strict confidentiality regarding all technical data, commercial information, customer lists, and project details obtained during this cooperation. This obligation survives the termination of this LOA.

- The Parties acknowledge that customer information, introductions, business opportunities, tender information and commercial relationships developed by ATM during the term of this Letter of Appointment are commercially valuable and shall remain subject to the Buyer Protection, Anti-Circumvention and Commission Survival provisions contained in this Letter of Appointment.
- The obligations contained in this Clause shall survive the expiration or termination of this Letter of Appointment for a period of five (5) years, or for so long as the Confidential Information remains confidential under applicable law, whichever is longer

9. Governing Law

This Letter of Appointment and all rights, obligations and disputes arising out of or in connection with this LOA shall be governed by and construed in accordance with the substantive laws of Malaysia, excluding its conflict of laws rules.

Any dispute, controversy or claim arising out of or relating to this LOA shall be finally settled by arbitration administered by the Singapore International Arbitration Centre (SIAC) under its arbitration rules then in force, with the seat of arbitration in Singapore. The arbitration shall be conducted in English. The arbitral award rendered shall be final, conclusive and binding on both Parties.

10. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this LOA caused by Force Majeure events beyond its reasonable control, including but not limited to natural disasters, war, embargo, government mandatory orders, epidemic, industrial strikes and supply chain interruption. The affected Party shall promptly notify the other Party in writing within seven (7) days upon the occurrence of any Force Majeure event and provide relevant supporting evidence. Performance of the affected obligations shall be suspended during the period of Force Majeure without liability for liquidated damages.

We look forward to a successful cooperation and jointly supporting the implementation of advanced artificial Lift technologies in Indonesia, India, and Middle East

Yours faithfully,

For and on behalf of
HENGSHUI ZHONGHE MINING MACHINERY CO. LTD (ZHPCP),

Name : Li xiufeng 李秀凤
Title : General Manager
Date : 2026.09.29



Accepted and Agreed by
PT. ALFAJFA TEKNIKA MANDIRI

Name : Bambang Parijoto
Title : Director
Date : Sept, 28th 2026

