

MEMORANDUM OF UNDERSTANDING

BETWEEN

OPTILOG PTE. LTD.

AND

ASOSIASI LOGISTIK DAN FORWARDER INDONESIA (ALFI)

ABOUT

LOGISTICS INFORMATION SYSTEM FOR ALFI MEMBERS

On this Thursday, 5th of September in the Two Thousand and Thirteen (05-09-2013), held in Jakarta, has created a Memorandum of Understanding on Logistics Information System for ALFI Members (hereinafter "MOU"), by and between :

OPTILOG PTE. LTD., a limited liability company established and operating under the laws of Singapore located in 141 Cecil Street #02-03 Tung Ann Association Building Singapore 069541, in this case represented legally by Jan De Bock as CEO, hereinafter referred to as "FIRST PARTY".

ASOSIASI LOGISTIK DAN FORWARDER INDONESIA (ALFI), an association which was established and operates under the laws of the Republic of Indonesia, located in Perkantoran Yos Sudarso Megah Blok A/8 Jl. Yos Sudarso No. 1 Tanjung Priok Indonesia, in this case represented legally by Iskandar Zulkarnain as Chairman, hereinafter called the "SECOND PARTY".

FIRST PARTY and SECOND PARTY respectively referred to as PARTY and jointly referred to as THE PARTIES have agreed to create a Memorandum of Understanding with the following considerations:

- a. That the FIRST PARTY is a company engaged in the field of Information Technology;
- b. That the SECOND PARTY is an association working in the field of logistics and freight forwarding;

Based on the foregoing, THE PARTIES have agreed to conduct cooperation on providing Logistics Information System for ALFI Members and arranging them in a Memorandum of Understanding with the following conditions:

**Article 1
SCOPE**

- 1. THE PARTIES will carry out a review of the technical aspects of the planning, development, and implementation of Logistics Information System for ALFI members.

2. THE PARTIES assessing aspects of the business for the purposes of investment, and operating income for THE PARTIES.

3. Administrative and legal requirements, if any, including but not limited to the license required for the implementation of interconnection as referred to in paragraph 1 of this Article, THE PARTIES shall comply accordingly.

4. If the results of the assessment referred to in paragraphs 1, 2 and 3 of this Article may provide the feasibility of cooperation, THE PARTIES will make appendices for the follow-up process of this MOU.

Article 2 DURATION

1. THE PARTIES agree that this MOU will be valid for a period of 2 (two) years from the date signed and can be extended by agreement of the parties.

2. In terms of the MOU termination as provided in paragraph 1 of this Article THE PARTIES hereby agree to waive the provisions of Article 1266 of the Civil Code of Republic of Indonesia.

Article 3 COST

THE PARTIES agree that any fees of any kind arising in the implementation of Article 2 of this Memorandum borne by each PARTY in accordance with the agreement of THE PARTIES.

Article 4 CONFIDENTIALITY

1. THE PARTIES have agreed to keep confidential all information, data, documents, and gained knowledge that arise in the implementation of this Agreement ("Confidential Information") and will not disclose it to any party without the prior written consent of the other party under this Agreement, unless such disclosure done to comply with any applicable law, legal consultant or auditor, provided that such legal counsel or auditors have agreed in writing to keep such information confidential and will not publish it to any third party for any reason.

2. Restrictions referred to in paragraph (1) of this Article shall not apply in the following matters:

- a. Confidential information has become public domain that is not caused by a violation of subsection (1) of this Article.
- b. Confidential information has been located on the parties concerned at the time of or prior to the disclosure of Confidential Information intended.
- c. Confidential information obtained by the parties concerned with the good faith of the authorities to reveal it.

3. THE PARTIES obligation to maintain the confidentiality of the Confidential Information as set forth in this Agreement remains in effect even if this Agreement is terminated or expires.

Article 5
MISCELLANEOUS

1. Implementation and interpretation of this Memorandum of Understanding is subject to the provisions of Indonesian law.
2. Changes and the things that have not been adequately provided for in the Memorandum of Understanding will be resolved through negotiations between THE PARTIES, and the results are set forth in an appendix in writing and signed by THE PARTIES.
3. Any differences that arise in the implementation of this MOU will be resolved by THE PARTIES in good faith by consensus.

Memorandum of Understanding is in 2 (two) original and stamped and have the same legal force and has been signed by THE PARTIES on the date mentioned at the beginning of the Memorandum of Understanding.

FIRST PARTY,
OPTILOG PTE. LTD.

JAN DE BOCK
CEO

SECOND PARTY,
ASOSIASI LOGISTIK DAN FORWARDER INDONESIA

ISKANDAR ZULKARNAIN
CHAIRMAN