

This agreement ("Agreement") is made and entered into by and between:

Media Cloud Indonesia, a company duly organized and existing under the laws of Indonesia, with its principal office located at Epicentrum Walk 3rd Floor, Unit A306 - 307, Jl. HR Rasuna Said Kuningan, South Jakarta, Indonesia , hereinafter referred to as "MCI"; and

[], a company/individual duly organized and existing under the laws of [], with its principal office located at [], hereinafter referred to as the "PARTNER".

MCI and the PARTNER may collectively be referred to as the "Parties" or individually as a "Party".

WHEREAS:

1. MCI is an accredited registrar of Pengelola Nama Domain Indonesia (PANDI) which is a registry of .ID country code top level domain (ccTLD) and provides domain name registration services and wishes to allow PARTNER to resell such domain services to third-party customers;
2. MCI operates a partner program which allows authorised participants to promote, market, distribute and sell anything.id
3. PARTNER is an entity or individual with the ability to resell domain registration services to third-party customers and wishes to participate in the program.
4. PARTNER agrees to MCI domain pricing scheme in Appendix 1.

NOW, THEREFORE, the Parties agree as follows:

Article 1

DEFINITIONS

- 1.1 **"Domain Services"** means the registration, management, and renewal of domain names and related services provided by MCI.
- 1.2 **"PARTNER's Customer(s)"** means any third-party customer to whom PARTNER sells or provides domain registration services.
- 1.3 **"End-User"** means the individual or entity who ultimately registers the domain names through PARTNER.

Article 2

APPOINTMENT

- 2.1 MCI hereby appoints PARTNER as its authorized PARTNER to market, sell, and distribute the Domain Services in accordance with the terms and conditions of this Agreement.
- 2.2 This agreement is non-exclusive, and MCI reserves the right to appoint other PARTNERS and distributors of Domain Services.

Article 3

OBLIGATIONS OF THE PARTNER

3.1 The PARTNER agrees to actively market and promote the Domain Services to potential customers using good business practices.

3.2 The PARTNER is free to establish its own pricing for the Domain Services. However, PARTNER agrees to comply with any minimum pricing guidelines established by MCI.

3.3 PARTNER shall provide first-line customer support for any technical or billing issues related to Domain Services. MCI will provide second-line support if needed.

3.4 PARTNER shall comply with all applicable laws, regulations, and industry standards in connection with the marketing and sale of Domain Services.

3.5 PARTNER shall ensure that its customers agree to MCI's End-User License Agreement (EULA), Terms of Service, and Privacy Policy, and that these agreements are binding on PARTNER's customers.

Article 4

OBLIGATIONS OF MCI

4.1 MCI agrees to provide PARTNER with access to its Domain Services, including the necessary tools, software, and interfaces required for the PARTNER to offer and manage domain registrations.

4.2 MCI will provide PARTNER with technical support and necessary resources for the resale of Domain Services.

4.3 MCI will issue invoices to PARTNER based on the agreed-upon pricing.

Article 5

PAYMENT TERMS

5.1 PARTNER agrees to deposit a minimum of \$10,000, \$9,000 of which can be used for domain name registrations. With a \$1000 minimum threshold deposit which cannot be used for domain name registrations.

5.2 All payments due for domain name registrations will be subtracted from the deposit.

5.3 PARTNER is responsible for the payment of all taxes, duties, and other governmental charges applicable to the sale or resale of Domain Services.

5.4 If the amount of PARTNER Deposit is insufficient to cover the Service fees, the PARTNER must make an additional deposit. As long as the Deposit amount is insufficient to cover the Service fees, MCI has the right to reject any purchase/order made by the PARTNER to MCI.

Article 6

TERMS AND TERMINATION

6.1 MCI shall be entitled to suspend or terminate this agreement if :

- the PARTNER causes MCI to be in breach of its obligations of the Registrar Accreditation Agreement (the agreement of which can be found on PANDI website PANDI.ID);
- the PARTNER fails to respond to MCI inquiries and correspondences within the given timelines;
- the PARTNER is not contactable by MCI at its last known address or the contact details furnished to MCI;
- MCI is of the opinion that the Partner is not in the position to provide quality and timely service to the Registrant(s);
- the PARTNER uses the Products and Services for any activity that is potentially or actually illegal (such as, but not limited to, phishing, online gambling within Indonesia and spamming activities);
- the actions or inactions of the Partner damages the reputation of MCI;
- the PARTNER fails to maintain the PARTNER account according to the required minimum threshold; and/or
- the PARTNER engages in an activity that misuses or disrupts MCI network or operations.

6.2 PARTNER shall be entitled to terminate this agreement without cause by [60] days Notice to MCI, in the event of such termination, remaining deposit will not be refunded.

6.3 Upon termination or expiration of this Agreement:

- PARTNER will immediately cease marketing, selling, or offering Domain Services.
- PARTNER must fulfil any outstanding obligations to MCI, including payment for any services rendered prior to termination.
- PARTNER will return all confidential information, data, or materials provided by MCI.
- PARTNER will cease to use any trademarks and intellectual property of MCI.

Article 7

NOTICES

7.1 All notifications and other correspondence related to this Agreement must be made in writing and sent to the following address, or to any other address that may be notified from time to time by one Party to the other Party in writing, and must be delivered directly or by courier or by electronic mail (email):

If to MCI :

Name :	Abigail
Email :	Partnership@mediacloud.id
Correspondence :	Partnership

If to PARTNER:

Name :	
Email :	
Correspondence :	

7.2 Any notification or other correspondence shall be deemed to have been received (i) if sent directly, on the date of delivery with a proper acknowledgment of receipt, (ii) if sent by courier, on the date it is dispatched by the courier, and (iii) if sent by email, upon notification from the sender's email system that the email has been successfully sent to the recipient's email address.

Article 8

CONFIDENTIALITY

8.1 Both Parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement, including pricing, technical data, business plans, or customer lists, and will not disclose such information to any third party without prior written consent from the disclosing Party.

8.2 The obligations of confidentiality shall survive the termination or expiration of this Agreement.

Article 9

INTELLECTUAL PROPERTY

9.1 MCI retains all rights, titles, and interests in and to its Domain Services, trademarks, logos, and other intellectual property. PARTNER is granted a limited, non-exclusive license to use MCI's trademarks and logos solely for the purpose of promoting the Domain Services.

9.2 PARTNER shall not reverse-engineer, decompile, or disassemble any software, services, or technology provided by MCI.

Article 10

LIABILITY AND INDEMNIFICATION

10.1 Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, including lost profits or business opportunities, arising out of this Agreement.

10.2 PARTNER agrees to indemnify, defend, and hold harmless MCI and its affiliates, officers, directors, and employees from any claims, losses, or damages arising out of PARTNER's breach of this Agreement or the actions of PARTNER's customers.

Article 11

GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

11.2 Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation. If the dispute cannot be resolved amicably within [60] days, either Party may submit the dispute to the National Arbitration Board of Indonesia (BANI) located at the time of writing in Wahana Graha lantai 2, Jl. Mampang Prapatan No. 2, Jakarta 12760.

Article 12

GENERAL PROVISIONS

12.1 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

12.2 Neither Party will be liable for failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, or strikes.

12.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date.

PT Media Cloud Indonesia

[]

Name : Kevin William
Title : Chief Executive Officer

Name :
Title :