

SALES AND PURCHASE AGREEMENT

This Sales and Purchase Agreement (this “Agreement”) is entered into as of September 16th, 2018, by and between:

1. **PT Tanibox Agritech Indonesia**, a company incorporated under the law of Indonesia having its registered principal office at Benoa Square 2nd Floor Jl. ByPass Ngurah Rai 21A, Kuta, Bali, Indonesia, in this matter represented by Asep Bagja Priandana in his capacity as a Director. (Hereinafter referred to as “**Seller**”)
2. **PT SINERGI ULTIMA NUSANTARA**, a company incorporated under the law of Indonesia having its registered principal office at 12th Floor of The City Tower Jl. M.H. Thamrin No. 81 Jakarta, Indonesia, in this matter represented by Dimas Adnan Dwikaputra in his capacity as a Chief Operating Officer. (Hereinafter referred to as “**Buyer**”)

(The Seller and the Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS, Seller is the holder of TANIA Software property rights.

WHEREAS, Seller is the Holder of TERRA Device property rights.

WHEREAS, Seller owns certain Goods, as defined above, and Seller desires to sell such Goods under the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer desires to purchase the Goods offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

Article 1
Sale of Goods

Seller agrees to sell, transport and deliver to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the “Goods”):

TERRA

Description of Goods	Price
Weather Station	IDR 12,000,000/device
Soil Condition Sensor	IDR 5,000,000/device
Water Condition Sensor	IDR 5,000,000/device
Automatic Relay/Valve	IDR 1,500,000/device

Buyer agreed to purchase 500 set of above goods which worth IDR 11,750,000,000.

TANIA

Description of Goods	Price
Farm Monitoring Dashboard	IDR 3,500,000/year
Farm Management System	IDR 3,500,000/year
Agronomist-as-a-Service	IDR 7,000,000/year

Buyer agreed to purchase 500 set of above goods which worth IDR 7,000,000,000 for 2 (two) years.

Article 2
Purchase Price

Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of IDR 18,750,000,000.

Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

Article 3

Payment

Seller shall invoice Buyer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within 3 (Three) days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Goods.

Article 4

Delivery

Seller shall ship the Goods to Buyer at the following address: 12th Floor of The City Tower Jl. M.H. Thamrin No. 81 Jakarta, Indonesia. Seller will pay for any shipping costs.

Article 5

Risk of Loss

Title to and risk of loss of the Goods shall pass to Buyer upon shipment of the Goods in accordance with this Agreement.

Article 6

Right of Inspection

Buyer shall be allowed to examine the Goods once received and shall do so within 3 (three) days after the receipt of the Goods. In the event that Buyer discovers any damages, shortages or other nonconformance of the Goods, Buyer shall notify Seller within 5 (five) days after receipt of the Goods, specifying the basis for its claim. Failure to notify Seller by such date shall constitute an acceptance of delivery of the Goods as is. In the event the Goods are non-conforming, Buyer may at its option:

- return the Goods for a replacement, at Seller's expense
- return the Goods at Seller's expense for a credit of the full purchase price on future transactions with Seller
- return the Goods at Seller's expense for a full refund of the purchase price

The above shall be the sole remedy of Buyer and only obligation of Seller with respect to any non-conforming Goods.

Article 7

Warranties

Buyer acknowledges that it has not relied on, and Seller has not made, any representations or warranties with respect to the quality or condition of the Goods, and it is purchasing the Goods on an “as is” basis. Seller expressly disclaims all warranties, whether express or implied, including any implied warranty of merchantability or fitness.

Article 8

Security Interest

Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

Article 9

Seller Representations and Warranties

Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

Article 10

Force Majeure

Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller’s reasonable control.

Article 11
Limitation of Liability

Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will Seller's liability exceed the price paid by Buyer to Seller for the Goods giving rise to the claim or cause of action.

Article 12
Assignment

Neither Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

Article 13
Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

Article 14
Governing Law

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indonesia, not including its conflicts of law provisions.

Article 15
Disputes Resolution

Any dispute arising from this Agreement shall be resolved in the courts of the State of Indonesia.

Article 16
Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

Article 17
Notices

Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

Article 18
Waiver

No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

Article 19
Miscellaneous

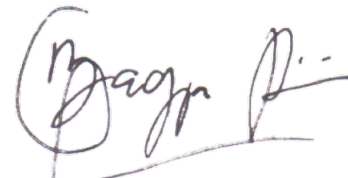
This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

PARTIES, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.



Dimas Adnan Dwikaputra
Buyer/PT Sinergi Ultima Nusantara



Asep Bagja Priandana
Seller/PT Tanibox Agritech Indonesia