

# PUBLIC OFFER AGREEMENT

THIS PUBLIC OFFER AGREEMENT (THE "AGREEMENT") DEFINES THE TERMS OF COOPERATION BETWEEN MARKETING PARTNER "BALI-REGISTERED COMPANY" AND THE CAFÉ/RESTAURANT (PLACEMENT PARTNER).

BY REGISTERING ON THE PLATFORM AND DISPLAYING QR CODES, THE PLACEMENT PARTNER ACCEPTS THIS AGREEMENT.

## 1. SCOPE OF AGREEMENT

- 1.1. PLACEMENT PARTNER AGREES TO DISPLAY QR CODES AND OTHER MARKETING MATERIALS PROVIDED BY THE MARKETING PARTNER AT ITS PREMISES.
- 1.2. QR CODES DIRECT CUSTOMERS TO THE MARKETING PARTNER'S DIGITAL PLATFORM (LANDING PAGE).
- 1.3. THE PURPOSE OF THE PLATFORM IS MARKETING AND REFERRAL ONLY.
- 1.4. ALL BOOKINGS, PAYMENTS, AND CONFIRMATIONS ARE PROCESSED EXCLUSIVELY BY LICENSED TOUR OPERATOR PARTNERS, WHICH HOLD THE NECESSARY TAT LICENSES.

## 2. RESPONSIBILITIES OF THE PARTIES

MARKETING PARTNER:

- PROVIDES QR CODES, DIGITAL PLATFORM, AND MARKETING SUPPORT.
- FACILITATES COMMUNICATION BETWEEN THE TOURIST AND THE TOUR OPERATOR PARTNER VIA INTEGRATED CHAT.
- TRACKS CONFIRMED BOOKINGS VIA UNIQUE IDENTIFIERS (QR/LINKS).

PLACEMENT PARTNER:

- DISPLAYS QR CODES IN VISIBLE LOCATIONS, WITH UNIQUE QR CODES IN A6 FORMAT PLACED IN PLASTIC HOLDERS ON EACH TABLE.
- ENSURES VISIBILITY AND ACCESSIBILITY OF QR CODES TO CUSTOMERS.
- DOES NOT PARTICIPATE IN BOOKINGS, HANDLING PAYMENTS, OR CUSTOMER CLAIMS.
- ACTS ONLY AS A MARKETING PLACEMENT POINT.

TOUR OPERATOR PARTNERS (THIRD PARTIES):

- HANDLE ALL BOOKINGS, CONFIRMATIONS, PAYMENTS, INSURANCE, AND LIABILITY FOR TOURS.

## 3. BONUS CALCULATION & PAYMENTS

- 3.1. PLACEMENT PARTNER RECEIVES BONUS PAYOUTS CALCULATED BASED ON THE VALUE OF CONFIRMED BOOKINGS ATTRIBUTED TO ITS QR CODES.
- 3.2. BONUS AMOUNT IS DETERMINED EXCLUSIVELY BY VERIFIED BOOKING DATA PROVIDED BY THE TOUR OPERATOR PARTNER AND DISPLAYED IN THE PLACEMENT PARTNER'S DASHBOARD.
- 3.3. MARKETING PARTNER RECEIVES ITS COMPENSATION FROM TOUR OPERATOR PARTNERS AND TRANSFERS BONUSES TO PLACEMENT PARTNER WITHIN 30 DAYS OF SETTLEMENT RECEIPT.
- 3.4. PAYMENTS ARE MADE MONTHLY VIA BANK TRANSFER IN THB.
- 3.5. PLACEMENT PARTNER MUST UPLOAD PROOF OF MONTHLY TAX FILINGS TO CONTINUE RECEIVING PAYOUTS. FAILURE TO PROVIDE SUCH DOCUMENTATION MAY RESULT IN SUSPENSION OF PAYOUTS.

## 4. LIABILITY & COMPLIANCE

- 4.1. PLACEMENT PARTNER ACKNOWLEDGES IT HAS NO ROLE IN PROVIDING TOURS, COLLECTING PAYMENTS, OR OFFERING CUSTOMER GUARANTEES.
- 4.2. ALL LEGAL RESPONSIBILITY FOR TOUR SERVICES, INSURANCE, AND CLAIMS REMAINS SOLELY WITH THE LICENSED TOUR OPERATOR PARTNER.
- 4.3. MARKETING PARTNER ACTS SOLELY AS A MARKETING AND REFERRAL PROVIDER, WITHOUT ASSUMING OBLIGATIONS OF A TRAVEL AGENCY OR FINANCIAL INTERMEDIARY.

## 5. TERMINATION

THE MARKETING PARTNER MAY UNILATERALLY TERMINATE COOPERATION IF THE PLACEMENT PARTNER:

- REPEATEDLY VIOLATES QR CODE PLACEMENT REQUIREMENTS;
- SUBMITS FALSE OR FRAUDULENT BOOKING-RELATED INFORMATION;
- ACTS IN WAYS THAT DAMAGE THE REPUTATION OF THE MARKETING PARTNER.

## 6. FINAL PROVISIONS

- 6.1. THIS AGREEMENT ENTERS INTO FORCE UPON ACCEPTANCE (REGISTRATION AND QR CODE PLACEMENT).
- 6.2. ALL PAYOUTS ARE MADE IN NON-CASH FORM VIA BANK TRANSFER.
- 6.3. GOVERNING LAW: LAWS OF INDONESIA (BALI).

PT MARKETING PARTNERS PLATFORM