



PT MERDEKA COPPER GOLD, Tbk.

STANDARD OPERATING PROCEDURE
INDUSTRIAL RELATIONS DISPUTE SETTLEMENT
MCG-SOP-IR-02-02

PREPARED	CHECKED		APPROVED	
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01 July 2023	01 July 2023	01 July 2023	01 July 2023	01 July 2023


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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	2 of 17

DOCUMENT CHANGE STATUS


No. Revision	Division/ Department	Reason For Change	Revision By	Revision Date
01	HR – Industrial Relations	<p>1. Additions and revisions to number 1. General to: Suppose in the implementation, non-conformities are found that are not covered in this document and are considered important for one reason or another. In that case, the non-conformities will be further reviewed, and if they continue to be applied, they will be used as an addendum to this procedure. And suppose there is a difference in interpretation between this procedure's Indonesian and English versions. In that case, the Indonesian version shall prevail and will be used. In case of a request for Discretion on implementing this procedure, it will need prior approval from the President Director.</p>	HR Compliance	01 June 2023
01	HR – Industrial Relations	<p>1. Revise and update form FRM-IR-04-01 Collective Agreement. 2. Revise and remove the term in point 5.1 Definition, as in the following: a. The Employee's Trade/Labor Union is a Trade/Labor Union established by the Employee in PT Merdeka Copper Gold, Tbk. or its subsidiaries by the prevailing laws and regulations; b. Member of a Trade/Labor Union is the Employee who declares themselves in writing to be a member of a Trade/Labor Union; c. Management of Trade/Labor Union is the Member of a Trade/Labor Union who is elected or appointed by Members of a Trade/Labor Union to run or manage the organizational wheels of a Trade/Labor Union.</p>	HR Compliance	01 June 2023

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	3 of 17


		3. Eliminate the words "Trade/Labor Union, and Collective Work Agreement".		
01	HR – Industrial Relations	<p>Revision to point 5.1 number 8 section c, previously:</p> <p>c. Termination of Employment Dispute is a dispute arising from a disagreement over the termination of employment by one of the parties.</p> <p>As revised to point 5.1 number 5 section c:</p> <p>Termination of Employment Dispute is a dispute arising from a disagreement regarding the termination of employment by one of the parties by referring to the procedure SOP-IR-06-01 Termination of Employment.</p>	HR Compliance	01 June 2023
		<p>Revision to point 5.1 number 12, previously:</p> <p>12. Industrial Relations Conciliation is the settlement of disputes over rights, interests, employment termination disputes, and disputes between Trade/Labor Union in only one Company through deliberation mediated by one or more conciliators.</p> <p>As revised to point 5.1 number 9:</p> <p>9. Industrial Relations Conciliation is the settlement of disputes over rights, interests, and employment termination disputes within 1 (one) Company through deliberation mediated by one or more conciliators.</p>		
01	HR – Industrial Relations	<p>Revision to point 5.1 Definition number 15, previously:</p> <p>15. A Collective Agreement is a written agreement made and signed by the parties (Employee or Trade/Labor Union and the Company) as a result of the Industrial Relations Dispute Settlement process.</p> <p>As revised to point 5.1 Definition number 12:</p>	HR Compliance	01 June 2023

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	4 of 17

		12. A Collective Agreement is a written agreement made and signed by the Employee and the Company as a result of the Industrial Relations Dispute Settlement process concerning the procedure SOP-IR-06-01 Termination of Employment.		
01	HR – Industrial Relations	<p>Revision in point 5.2 of the General Conditions number 1, previously:</p> <p>1. Industrial Relations Dispute Settlement adheres to the principles of deliberation, freedom to choose a dispute resolution institution, fast, precise, fair, and inexpensive.</p> <p>As revised to point 5.2 number 1:</p> <p>1. Industrial Relations Dispute Settlement adheres to the principles of deliberation and consensus, free to choose a dispute resolution institution, fast, precise, fair, and inexpensive.</p>	HR Compliance	01 June 2023
01	HR – Industrial Relations	<p>Revise and delete point 5.3 Industrial Relations Dispute Settlement at the Bipartite Level number 4:</p> <p>4. While resolving Industrial Relations Disputes, any Employee Member of a Trade/Labor Union may request assistance from the Management of the Trade/Labor Union in which the Employee is registered.</p>	HR Compliance	01 June 2023
01	HR – Industrial Relations	<p>Revisions and additions to point 5.5 Settlement of Industrial Relations Disputes at the Industrial Relations Court Level:</p> <p>The settlement of industrial relations disputes at the industrial relations court level in point 5.5, number 1 to number 7 above, is carried out by applicable laws and regulations.</p>	HR Compliance	01 June 2023
01	HR – Industrial Relations	<p>Revise and eliminate the term Trade/Labor Union in point 5.5 Industrial Relations Dispute Settlement at Industrial Relations Court Level number 7, previously:</p>	HR Compliance	01 June 2023

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	5 of 17

		<p>7. The parties or one of the parties that do not accept the decision of the Industrial Relations Dispute Settlement may file a cassation appeal. Except for decisions regarding Interest Disputes and Disputes between Trade/Labor Union in only 1 (one) Company.</p> <p>By the revision of point 5.5 Settlement of Industrial Relations Disputes at the Industrial Relations Court Level number 7, it becomes: The parties or one of the parties who do not accept the decision to resolve the Industrial Relations Dispute may file a cassation appeal.</p>		
01	HR – Industrial Relations	<p>Revisions and additions to point 5.2 of the General Standard, as follows: The Company is committed, responsible, and fair in submitting and resolving Employee's grievances protected by applicable laws and regulations and international labor standards, specifically The International Labor Organization Declaration on Fundamental Principles and Rights at Work and The Core International Labor Conventions.</p>	HR Compliance	01 July 2023
01	HR – Industrial Relations	<p>5.6 Industrial Relations Dispute Settlement at the Cassation Level The applicable laws and regulations carry out the settlement of industrial relations disputes at the cassation level at point 5.5, number 1 to number 4 above.</p>	HR Compliance	01 June 2023

PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	6 of 17

1. GENERAL

Procedure regarding the Industrial Relations Dispute Settlement is developed, implemented, and managed for the benefit of PT Merdeka Copper Gold, Tbk. and its subsidiaries to regulate the process in the handling and settlement of industrial relations disputes.

Suppose in the implementation, some non-conformities are not covered in this document and are considered important for one reason or another. In that case, the non-conformities will be further reviewed, and if it continues to be applied, it will be used as an addendum to this procedure.

And suppose there is a difference in interpretation between this procedure's Indonesian and English versions. In that case, the Indonesian version is the prevailing version. It will be used, and in the event of a request for Discretion on implementing this procedure, it must obtain prior approval from the President Director.

2. PURPOSE

The purpose of this procedure is as an implementation guideline regarding procedures for handling and resolving industrial relations disputes so that the applicable Laws and Regulations carry out all industrial relations dispute settlements that occur.

3. SCOPE

This Procedure applies to all Employee at PT Merdeka Copper Gold, Tbk. and its subsidiaries.

4. RESPONSIBILITY

4.1 Top Management


The Top Management must approve and sign all documents, including Company Policies, Procedures, Work Instructions, Forms, and other documents.

4.2 Management Representative

The HR department must cooperate with other departments to prepare and revise all documents, including Company Policies, Procedures, Work Instructions, Forms, and other documents.

4.3 Head of Department or Department Manager


The Department Head or Department Manager must review the relevant documented information, ensure that subordinate staff are aware of any changes or updates to the document.

PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	7 of 17

5. PROCEDURE

5.1 Definition

1. The Company is PT Merdeka Copper Gold, Tbk. and its subsidiaries.
2. Employee is a person who works at PT Merdeka Copper Gold, Tbk. and its subsidiaries.
3. Industrial Relations is a system of relations formed between actors in producing goods and/or services consisting of elements of the Company, Employee, and the government based on the values of Pancasila and the 1945 Constitution of the Republic of Indonesia.
4. Industrial Relations Dispute is a difference of opinion that results in a conflict between the Company or a combination of Companies and Employee due to disputes regarding rights, and conflicts of interest.
5. Types of Industrial Relations Disputes include:
 - a. Rights Disputes arise due to non-fulfillment of rights due to differences in the implementation or interpretation of the Legislation, Employment Agreement, and Company Regulation;
 - b. Dispute of Interest is a dispute that arises in an employment relationship because there is no conformity of opinion regarding actions and/or changes in working conditions stipulated in the Employment Agreement or Company Regulation;
 - c. Dispute over termination of employment is a dispute arising from a disagreement over the termination of employment by one of the parties by referring to the **Termination of Employment Procedure**.
6. Bipartite Negotiation is a negotiation between Employee and Company to settle industrial relations disputes.
7. Minutes of Bipartite Negotiation is a record of the results of Bipartite Negotiation which at least contain:
 - a. The full names and addresses of the parties,
 - b. The date and place of the meetings,
 - c. The subject matter or reason for the dispute,
 - d. The opinion of the parties,
 - e. Conclusions or results of the negotiation, and
 - f. Signatures of the negotiating parties.
8. Industrial Relations Mediation is settling Industrial Relations Disputes through deliberation mediated by one or more mediators from the Agency responsible for manpower affairs.

PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	8 of 17

9. Industrial Relations Conciliation is the settlement of disputes over interests, disputes over termination of employment, within 1 (one) company through deliberation mediated by one or more conciliators.
10. Industrial Relations Arbitration is the settlement of disputes over interests in only 1 (one) Company, outside the Industrial Relations Court, through a written agreement from the disputing parties to submit dispute resolution to an arbitrator whose decision is binding on the parties and is final.
11. Industrial Relations Court is a special court established within the District Court that has the authority to examine, hear, and give decisions on cases of Industrial Relations Disputes.
12. Collective Agreement is a written agreement made and signed by the Employee and the Company as a result of the Industrial Relations Dispute settlement process, concerning the **Termination of Employment Procedure**.

5.2 General Standard


The Company is committed, responsible, and fair in submitting and resolving Employee's grievances protected by applicable laws and regulations and international labor standards, specifically The International Labor Organization Declaration on Fundamental Principles and Rights at Work and The Core International Labor Conventions.

5.3 General Terms

1. Industrial Relations Dispute Settlement adheres to the principle of deliberation, is free to choose a dispute resolution institution, and is fast, precise, and fair.
2. To prevent Industrial Relations Disputes from occurring, the parties take the following steps:
 - a. The Company must fulfill the rights of the Employee in a timely manner and build good communication with the Employee;
 - b. Employee must carry out their work responsibly and communicate well with the Company.

5.4 Industrial Relations Disputes Settlement Bipartite Level

1. Settlement of Industrial Relations Disputes in the Company is sought to be resolved by deliberation to reach a consensus.
2. Either party may propose settlement of Industrial Relations Disputes through Bipartite Negotiation.
3. If one of the parties has requested for Bipartite Negotiation in writing 2 (two) times in a row and the other party refuses or does not respond to conducting


PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	9 of 17

Bipartite Negotiation, then one of the parties shall register the Industrial Relations Dispute with the agency responsible for manpower affairs by attaching evidence of the request for negotiation and the agency responsible for the local manpower sector facilitating the process of settling Industrial Relations Disputes at the tripartite level (Mediation/Conciliation/Arbitration).

4. The HR Department facilitates 2 (two) Bipartite Negotiation within 30 (thirty) days after the first Bipartite Negotiation is held.
5. Bipartite Negotiation, which ends in agreement, shall be stated in the Collective Agreement document.
6. Bipartite Negotiation that ends with no agreement being reached (failed), then it is stated in the Minutes of Bipartite Negotiation document, including agreeing on the mechanism for the settlement of Industrial Relations Disputes at the tripartite level (Mediation/Conciliation/Arbitration) to be registered at the local government agency responsible for manpower affairs by attaching evidence of the Minutes of Bipartite Negotiation.

5.5 Industrial Relations Disputes Settlement Tripartite Level


1. The parties may choose the mechanism for settling Industrial Relations Disputes through Conciliation or Arbitration (according to the category of dispute). If, up to 7 (seven) days, the parties do not make that choice, the agency responsible for the local manpower sector delegates the settlement of Industrial Relations Disputes to the mediator through Mediation.
2. Settlement of Industrial Relations Disputes through Mediation by the mediator is carried out no later than 30 (thirty) working days from the receipt of the delegation of settlement of the Industrial Relations Disputes.
3. If an agreement is reached on the settlement of Industrial Relations Disputes through Mediation, no later than 3 (three) working days after the agreement is reached, a Collective Agreement signed by the parties and witnessed by the mediator and registered with the Industrial Relations Court at the District Court in the jurisdiction the parties enter into a Collective Agreement to obtain a registration certificate.
4. If no agreement is reached on the settlement of Industrial Relations Disputes through Mediation, the mediator shall issue a Recommendation (in writing) which is accompanied by minutes of settlement through mediation with the following provisions:
 - a. Not later than 10 (ten) working days from the first mediation, the recommendations and minutes of settlement through mediation have been submitted to the parties;

PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	10 of 17

- b. Not later than 10 (ten) working days from the receipt of the Recommendation, the parties are obliged to provide a written answer containing the contents of accepting or rejecting the Recommendation;
- c. The party who does not provide an answer to the Recommendation issued will be deemed to have rejected the Recommendation;
- d. One party or party rejecting the Recommendation may continue the settlement of Industrial Relations Disputes by filing a lawsuit to the Industrial Relations Court at the local District Court.


5.6 Industrial Relations Disputes Settlement at the Industrial Relations Court Level

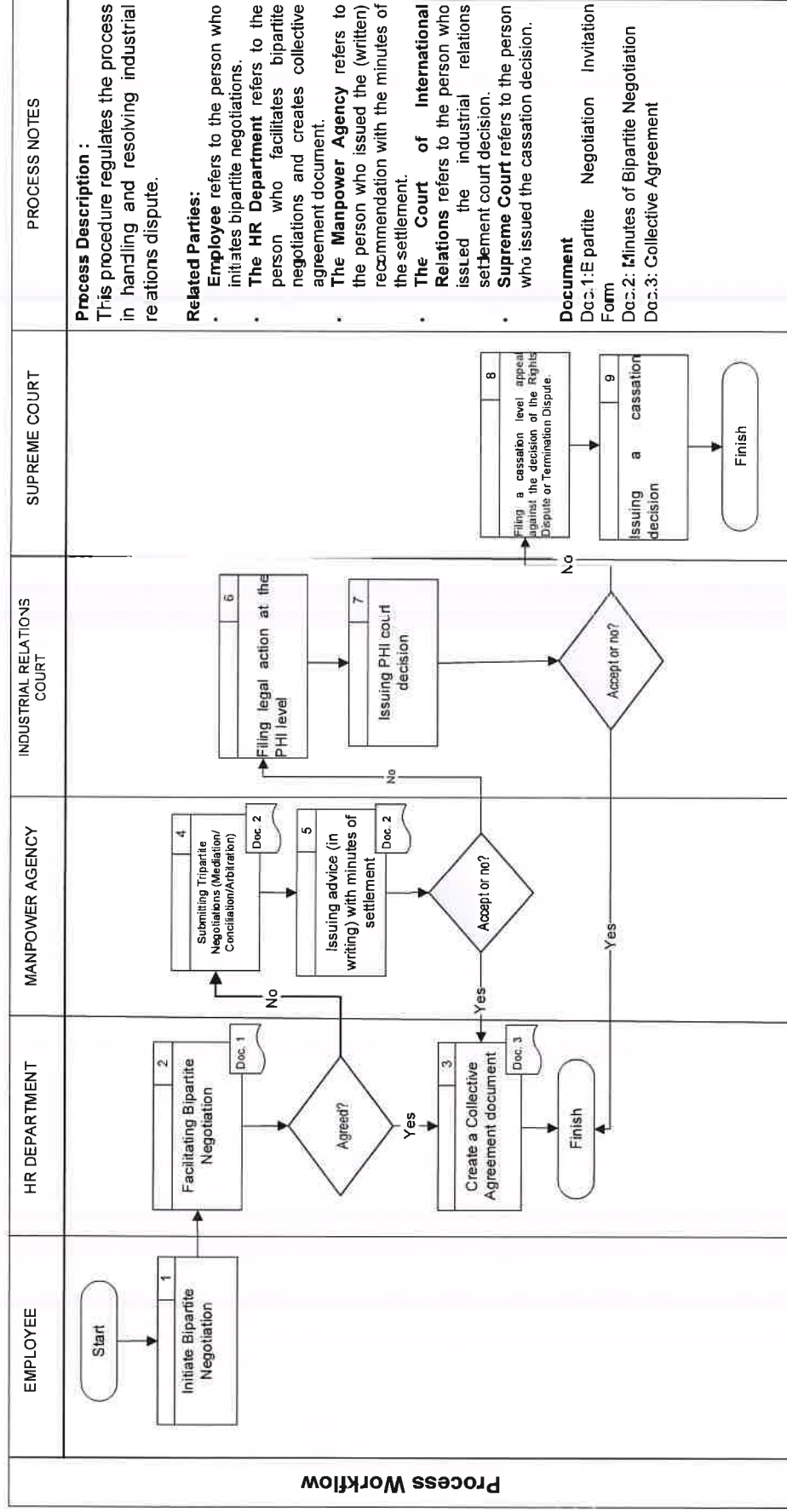
1. A lawsuit on Industrial Relations Disputes is filed with the Industrial Relations Court at the District Court, whose jurisdiction covers the Employee's place of work, by attaching the minutes of settlement through mediation or conciliation and other related documents issued for the Industrial Relations Dispute settlement process at the previous level.
2. The judge will examine the contents of the lawsuit, and if there is a lack of other complementary documents, the judge will ask the plaintiff to complete their claim.
3. The Plaintiff may withdraw their claim anytime before the Defendant answers. Suppose Plaintiff wishes to withdraw his claim after Defendant has provided an answer. In that case, the revocation of the lawsuit will be granted by the Industrial Relations Court only if the Defendant approves it.
4. Within 7 (seven) working days after the determination of the Panel of Judges, the Chairman must have held the first session.
5. The Panel of Judges examines and decides on cases of Industrial Relations Disputes through examinations with the usual or quick procedures.
6. The Panel of Judges shall legally summon the parties to attend the session and then issue a decision on the settlement of Industrial Relations Disputes within no later than 50 (fifty) working days of the first trial.
7. The parties or one of the parties who do not accept the decision to settle the Industrial Relations Dispute may file a cassation.
8. In settling industrial relations disputes at the industrial relations court level in point 5.5 number 1 to 7 above are carried out by applicable laws and regulations.


PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	11 of 17

5.7 Industrial Relations Dispute Settlement Level of Cassation

1. The parties or one of the parties who will file an appeal at the level of cassation on the decision of the Dispute on Rights or Dispute for Termination of Employment shall be submitted no later than 14 (fourteen) working days after the decision is read out in the trial of the decision of the panel of judges at the Industrial Relations Court level for parties present or 14 (fourteen) working days from the date of receiving notification of decision for those who are not present.
2. A decision at the Industrial Relations Court level, which is not pursued at the cassation level until the specified time limit, then the decision has permanent legal force, and the parties must implement the contents of the decision.
3. The panel of judges at the cassation level examines and then issues the cassation decision on the Industrial Relations Dispute no later than 30 (thirty) working days from receipt of the cassation application. Thereafter the decision will be implemented by the parties.
4. In settling the industrial relations disputes at the cassation level in point 5.6 number 1 to number 4 above shall be carried out by the prevailing laws and regulations.


PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-JR-02-02	
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT		Effective date	01 July 2023
			Revision to	02
			Number of page	12 of 17




PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	13 of 17

6. ANNEXES

1. Bipartite Negotiation Invitation Form
2. Minutes of Bipartite Negotiation Form
3. Collective Agreement Form

PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	14 of 17

Annex 1: Bipartite Negotiation Invitation Form

	BIPARTITE NEGOTIATION INVITATION	Document number	MCG-FRM-IR-02-01
		Effective date	01 July 2023
		Revision to	01
		Number of page	1 of 1

..... 20.....

Subject : Bipartite Negotiation Invitation
Attachment :

Attention
Mr/Mrs/Ms.....
At

Dear,

In connection with the problems faced between
.....and.....related....., we
intend to invite for deliberation through Bipartite negotiations on:

Day/Date :
Time :
Place :


Thus, we convey this invitation. We thank you for your attention and attendance.

Best regards,

(.....)

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	15 of 17

Annex 2: Minutes of Bipartite Negotiation Form

	MINUTES OF BIPARTITE NEGOTIATIONS	Document number	MCG-FRM-IR-03-01
		Effective date	01 July 2023
		Revision to	01
		Number of page	1 of 1

1. Name :
Position/Grade :
Address :

In this case it represents PT Merdeka Copper Gold, Tbk. ("Company")

Name :
Position/Grade :
Address :

In this case represent ("Employee")

2. Place/Negotiation date :

3. Reason for dispute :

4. Opinion of the parties

a. Company :
.....
.....
.....

b. Employee :
.....
.....
.....

5. Conclusion :
.....
.....
.....

Company,


Employee,

(.....)

(.....)

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	16 of 17

Annex 3: Collective Agreement Form

	COLLECTIVE AGREEMENT	Document number	MCG-FRM-IR-04-02
		Effective date	01 July 2023
		Revision to	02
		Number of Page	1 of 2

COLLECTIVE AGREEMENT Nomor: XXX/XXX/HR-IR/IV/202X

The undersigned below:

I. Name :
Position : Boards of Directors Authorization

In this case acting for and on behalf of **PT Merdeka Copper Gold, Tbk.**, a limited liability company established under the laws of the Republic of Indonesia, having its address at **Treasury Tower 67th Floor, District 8 SCBD Lot. 28 Jl. Jendral Sudirman Kav. 52-53, South Jakarta 12910** (hereinafter referred to as the "**First Party**"); and

II. Name :
Position : Boards of Directors Authorization
Address :

In this case, acting for itself (hereinafter referred to as the "**Second Party**").

The **First Party** and the **Second Party** are collectively referred to as the "**Parties**". The **Parties** hereby first explain the following matters:


- A. The **Parties** have signed an Indefinite Time Work Agreement (from now on referred to as the "**Employment Agreement**").
- B. The **Parties** agree to terminate the employment relationship in the Employment Agreement as referred to in point A above.

As intended above, the **Parties** agree to bind themselves in a Collective Agreement with the provisions as set out as follows:

1. The **Parties** agree to terminate the employment relationship effective as of the **DD-MM-YYYY** (hereinafter referred to as the "**Effective Date**").
2. The **First Party** will pay the remaining rights to the **Second Party** as a result of the termination of the employment relationship as referred to in point 1 (one) above in the amount of **Rp xxx,xxx,xxx (xx Rupiah)**, with details as Attachment 1 (one). The prevailing laws and regulations will deduct the compensation paid from the tax. Consider the value of loans and other deductions that have yet to be settled by the **Second Party** to the **First Party** (if any).
3. The **First Party** will pay the compensation referred to in point 2 (two) above on the nearest **payroll/salary payment date**.

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PT MERDEKA COPPER GOLD, Tbk.		Document number	MCG-SOP-IR-02-02
	INDUSTRIAL RELATIONS DISPUTE SETTLEMENT	Effective date	01 July 2023
		Revision to	02
		Number of page	17 of 17

	COLLECTIVE AGREEMENT	Document number	MCG-FRM-IR-04-02
		Effective date	01 July 2023
		Revision to	02
		Number of Page	2 of 2

4. The **First Party** will change or delay or cancel the payment of compensation as referred to in point 2 (two) above, if:
 - a. The **Second Party** takes the remaining leave rights up to the Effective Date;
 - b. The **Second Party** acts or does not perform an obligation that may ultimately harm the **First Party**.
5. The **Second Party** agrees not to disclose any confidential information at any time to any party, including but not limited to:
 - c. processes, methods, company secrets, and/or records during employment with the **First Party**; and
 - d. any information regarding the business or strategy of the **First Party** obtained during or as a result of employment with the **First Party**, and make any statements that may materially damage or harm the good name of the **First Party**.
6. The Employee hereby grants an irrevocable power of attorney to the Employer to register this Agreement with the Industrial Relations Court at the Central Jakarta District Court.
7. The **Parties** agree not to file a lawsuit or lawsuit in any form and to any party regarding employment matters after the end of the employment relationship for any reason, and the **First Party** has paid as in point number 2 (two) above.

Thus, this Collective Agreement is made by the **Parties** based on the laws and regulations in force in the Republic of Indonesia, signed in a state of consciousness and without coercion from any party, in 2 (two) original copies and sufficiently stamped, each of which has the same legal force. Furthermore, each party must carry out this Collective Agreement in good faith.

Jakarta, DD-MM-YYYY

First Party,

Second Party

Position

Position

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