

ARTICLES OF ASSOCIATION (AD) AND BYLAWS (ART)

DHAMAR WIJAYA AND PARTNERS

Legal Services of Dhamar Wijaya and Partners include:

1. Legal Sector:

- **Litigation Legal Aid**
 - Case resolution through the court
 - Alternative dispute resolution such as Mediation, Arbitration, and Negotiation
- **Non-Litigation Legal Aid**
 - Legal Audit
 - Regular Legal Consultation
 - Ongoing Corporate Legal Assistance through contract

2. Tax Sector:

- Tax consulting for businesses and individuals
- Tax report preparation and documentation

3. Labor Sector:

- Industrial relations consultation
- Human resource assessment and evaluation
- Provision of professional manpower through outsourcing

4. Investment and Capital Placement:

- Legal consultation for domestic and foreign investment
- Licensing and regulatory assistance

5. Training and Development:

- Training in legal matters, HR management, SOP formulation, risk management, and other business competencies

Articles of Association of Dhamar Wijaya and Partners

Preamble:

Dhamar Wijaya and Partners was officially established on **June 3, 2025**, by the following two founders:

- Agus Ari Wijaya
- Ryan Dhamara Happy

The establishment is legalized by Notarial Deed and is legally domiciled in **Jakarta** as the operational center, with branches in various regions across Indonesia. This firm is committed to upholding the law, justice, certainty, and legal benefit, while respecting **human rights and democracy**.

The organizational structure consists of legal practitioners, academics, and multidisciplinary professionals with high credibility and competence.

Key Articles:

Article 1: NAME AND DOMICILE

The official name is **Dhamar Wijaya and Partners**, established as a **Partnership**, domiciled in **Kab Tangerang**.

Article 2: DURATION

This Partnership is established for an **indefinite period**, effective as of the date this deed is signed.

Article 3: PURPOSE AND OBJECTIVES

The purpose is to provide legal services both in and out of court, including:

1. Lawyer Activities (KBLI 69101)

Legal advisory and representation in:

- Civil cases
- Criminal cases
- State administrative disputes
- Labor disputes
- Legal audit and other legal activities
(Note: Judicial institutions are listed under KBLI 84233)

2. Legal Consultancy Activities (KBLI 69102)

Preparation of legal documents such as:

- Legal entity documents
- Cooperation agreements
- Notarial deeds
- Wills, trusts, and similar documents
- Support activities in business formation

3. Intellectual Property Consultancy (KBLI 69103)

Processing and registration of:

- Patents
- Copyrights
- Trademarks
- Geographical indications

- Industrial designs
 - Integrated circuit layout designs
 - Trade secrets, and others
4. **Other Legal Activities (KBLI 69109)**
All legal activities not included in the above categories
5. **Additional Supporting Activities:**
- Civil/business legal consulting office
 - General and special criminal law consulting
 - Election and regional election legal consulting
 - Land and land acquisition legal consulting
 - Tax legal consulting
 - Goods/services procurement legal consulting
 - Licensing, population administration, and state administrative legal consulting
 - Constitutional law consulting
 - Finance, banking, and financing legal consulting
 - Contract and legislative drafting
 - Advocate profession education
 - Legal training: seminars, public lectures, workshops, research, legal discussions

The Partnership may carry out all legal actions and activities broadly, including cooperation or participation in other companies with similar purposes, in compliance with regulations and licensing requirements.

Article 4: CAPITAL

1. The capital amount is not predetermined and shall be recorded in the Partnership's books.
2. Capital contributions (inbreng) must be based on mutual agreement. Each shall be credited and receipted accordingly.
3. In addition to monetary or asset contributions, Partners must contribute time, expertise, and efforts for the Partnership's benefit.

Article 5: MANAGEMENT AND RESPONSIBILITY

AGUS ARI WIJAYA, S.H. and **RYAN DHAMARA HAPPY** shall serve as the **Managing Partners** of the Partnership and shall be fully responsible for all matters related to the management and ownership of the firm.

The **Partners** shall have the right and authority to represent the **Partnership**, both within and outside of court, to enter into agreements on behalf of the Partnership, and to bind the Partnership to third parties—and vice versa. However, such authority is subject to the following limitations:

- a. Borrowing or lending money in the name of the Partnership (excluding routine withdrawals from the Partnership's bank account);
- b. Acquiring, transferring, mortgaging, or otherwise encumbering immovable property owned by the Partnership;
- c. Binding the Partnership as a guarantor (avalist).

In such cases, the Partners must act jointly, or any action taken by one Partner must be preceded by the written consent of the other Partner(s).

Article 6: TRANSFER AND SHARING

- All important decisions require consultation.
- Partner wishing to transfer shares must first offer them to existing Partners or the firm.
- Any Partner may inspect books and request financial information.
- New Partners may join with mutual agreement.
- Rules beyond this deed must not contradict this agreement or national laws.
- Partner shares cannot be pledged/transferred without written approval from all Partners.

Article 7: BOOKKEEPING AND BALANCE SHEET

- Books close on **December 31** yearly (first on Dec 31, 2025).
- Balance sheet must be prepared by **June 30** of the next year (first on June 30, 2026).
- Financials must be signed by all Partners to validate and discharge responsibilities.

Article 8: PROFITS/LOSSES/RESERVES

- Net profit = income minus taxes, costs, and expenses.
- Distribution:
 - 30% to **reserves**
 - 70% to **Partners**, based on performance and contribution
- Reserve funds may be distributed if agreed by Partners.
- Reserve funds can be used for working capital or covering losses.
- Unwithdrawn profit shares:
 - No interest
 - Not treated as capital increase
 - Not treated as increased entitlement in profit

Article 9: RESIGNATION

- Partners may resign by notifying others **3 months** in advance.
- Must complete duties and report work.
- Books close upon exit and balance sheet made within **3 months**.
- Partner's share must be paid out in cash within **1 month** after approval.
- Remaining Partners may continue business using the firm's name and assets.

Article 10: DEATH

- If a Partner dies, the firm continues with heirs or their appointed representative.
- If heirs do not respond within **3 months**, they are considered resigned.
- Heirs' rights shall be paid out in cash as per Article 9.
- Remaining Partners may continue using the firm's name and assets.

Article 11: BANKRUPTCY OR GUARDIANSHIP

- A Partner declared bankrupt or legally incompetent is considered resigned.
- Their rights shall be paid as per Article 9.
- Business continues under the same firm name.

Article 12: CLOSING PROVISIONS

- Any matters not sufficiently regulated will be mutually agreed upon by the Partners.

Article 13: LEGAL DOMICILE

- For legal matters arising from this deed, the chosen domicile is the **District Court of Kab Tangerang** or as determined by Indonesian law.

Statement of the Appearers

The Appearers declare:

- That all documents and identities presented are accurate and valid, based on their national ID cards, and they bear full responsibility.
- That they understand and accept this deed and all statements herein. Any future discrepancies or errors shall be their full legal responsibility, excluding the Notary.