



BPH GLOBAL LTD
ACN 009 104 330

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Company Announcements Platform
Australian Securities Exchange

Binding Sales Agreement

- **Binding Product Sales Cooperation Agreement signed with Indonesia-based seaweed trader PT. Kebula Raya Bestari (Kebula)**
- **BP8 intends monthly procurement and on-sale of 200 metric tons of seaweed**
- **Indicative price range of USD1,050 -1,500 per metric ton of seaweed based on Kebula's monthly sales over last 6 months of trading**
- **Kebula will provide accounts management and sales logistics services - warehousing, processing and delivery of seaweed to BP8 customers**
- **Focus on offtake seaweed buyers that process seaweed to produce Carrageenan**

The Board of BPH Global Ltd (ASX: BP8) (**Company**) is pleased to announce that its wholly owned, Indonesia-based subsidiary PT BPH Global Indonesia (**BP8 Indonesia**) has entered into a binding Product Sales Cooperation Agreement with Indonesia-based company PT. Kebula Raya Bestari (**Kebula**) to assist the Company with the supply of seaweed to Indonesia-based customers (**Sales Cooperation Agreement**).

Managing Director Matthew Leonard said: "The Sales Cooperation Agreement with Kebula represents an important opportunity for the Company to fast track its seaweed supply arrangements with offtake buyers in Indonesia. Kebula operates as a buyer and supplier of quality Indonesian seaweed to Indonesian and international customers. The BP8 Group's initial focus will be on customers who process seaweed to produce Carrageenan."

Commercial objectives

BP8 Indonesia has appointed Kebula as its non-exclusive agent in Indonesia to provide accounts management and sales logistics services - warehousing, processing and delivery of seaweed to BP8 customers. The Sales Cooperation Agreement is for an initial term of twelve months commencing on 15 April 2025, with the option to extend for an additional 12 months with the agreement of both parties (**Term**).

The parties have agreed that as of the Commencement Date, BP8 Indonesia's intended monthly procurement of seaweed for sale to its customers is 200 metric tons. Specific monthly quantities are to be finalised each month by mutual agreement between BP8 Indonesia and its customers. It is BP8 Indonesia's intention to increase the monthly volume of seaweed it purchases for sale to its customers during the term of the Sales Cooperation Agreement.

The Company anticipates that the monthly average prices for a metric ton of seaweed sold pursuant to the Sales Cooperation Agreement will range between USD1,050-1,500, based on historical monthly sales of seaweed by Kebula to its major customer over the past six months. Fluctuations in the price of seaweed can be caused by many factors including: (i) supply chain disruptions such as weather events or harvesting issues; (ii) demand fluctuations; (iii) global trade dynamics; (iv) market speculation; and (v) production costs.

BP8 Indonesia's initial focus will be on customers who process seaweed to produce Carrageenan. Carrageenans (also known as carrageenins) are a family of natural linear sulfated polysaccharides. They are extracted from red edible seaweeds. Carrageenans are widely used in the food industry, for their gelling, thickening, and stabilizing properties.

Sales Cooperation Agreement

Pursuant to the Sales Cooperation Agreement, Kebula is responsible for providing the following services:

- Receiving and warehousing seaweed purchased by BP8 Indonesia in compliance with GMP (Good Manufacturing Practices) and HACCP (Hazard Analysis and Critical Control Points) standards.
- Drying and sorting the seaweed to remove foreign matter and debris, in accordance with BP8 Indonesia's instructions and Indonesian statutory requirements, as amended from time to time.
- Packing the dried seaweed in standard packaging based on the weight specifications provided by BP8 Indonesia or BP8 Indonesia's customer (as applicable).
- Delivering the dried seaweed to BP8 Indonesia's customers, as directed by BP8 Indonesia or its customer (as applicable).

Kebula must:

- Ensure BP8 Indonesia's seaweed is separately stored and marked as the property of BP8 Indonesia.
- not do any of the following in relation to any of BP8 Indonesia's seaweed except as contemplated by the Agreement:
 - create or allow an interest in or dispose or part with possession of the seaweed;
 - allow the seaweed to be moved from the warehouse location without the consent of BP8 Indonesia; and
 - allow the seaweed to become an accession to or be co-mingled with any other property.

In consideration for Kebula providing the services, BP8 Indonesia will pay a commission to Kebula calculated as an amount equal to 35% (or such other percentage or amount agreed in writing between the parties) of the Sales Profit achieved on a particular shipment of seaweed (**Commission**). Sales Profit is the net profit achieved on the sale of seaweed to BP8 Indonesia's customers and calculated as gross profit less all costs including the costs of procuring insurance cover for BP8 Indonesia's seaweed stock warehoused by Kebula (**Sales Profit**). BP8 Indonesia must pay the Commission to Kebula within two days of receipt of payment from BP8 Indonesia's customer.

Kebula has provided a warranty that it will not supply seaweed to BP8 Indonesia's customers independently of the arrangements under the Sales Cooperation Agreement, except where:

- at the Commencement Date, Kebula has an existing registered supplier arrangement with one or more of BP8 Indonesia's customers; and
- the monthly volume of seaweed sold by Kebula to each of BP8 Indonesia's customers does not exceed the monthly metric tonne volume agreed in writing between BP8 Indonesia and Kebula at the Commencement Date for each of BP8 Indonesia's customers or as varied by agreement in writing between the parties.

Kebula must throughout the Term:

- maintain at its own cost an insurance policy or policies to cover the replacement cost of BP8 Indonesia's seaweed; and
- ensure that the coverage under the insurance policy or policies is sufficient to insure BP8 Indonesia's seaweed from the point the seaweed is received by Kebula at the relevant location, and during transit to BP8 Indonesia's customers.

Regarding title and risk in BP8 Indonesia's seaweed:

- BP8 Indonesia will retain title to the seaweed until payment for the sale of the seaweed is received by BP8 Indonesia.
- Risk in the seaweed will pass to Kebula on collection of the seaweed from the nominated supplier.

About PT. Kebula Raya Bestari

PT Kebula Raya Bestari is an Indonesian company engaged in the fields of cultivation, services and wholesale trading of agriculture, livestock and fisheries and operates as a buyer and supplier of quality Indonesian seaweed to Indonesian and international customers.

This announcement has been authorised by the Board of Directors.

For further information, please visit our website at www.bp8global.com or contact:

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