



AYASAN INDONESIA

Sudirman 7.8, Level 16 Unit 1 & 2, Jl. Jenderal Sudirman No No.Kav 7-8, RT.10/RW.11, Karet Tengsin, Kecamatan Tanah Abang, Kota Jakarta Pusat, Daerah Khusus Ibukota Jakarta 10220, Indonesia
No. Hp: 0878-1999-9193

Letter Number:/.....

EMPLOYMENT EXCHANGE AGREEMENT (WARRANTY)

Number: /

- 1. **Name of Worker:**
- 2. **Age:**
- 3. **Bank**
- 4. **Salary:** IDR
- 5. **Management Fee:** IDR
- 6. **Delivery Fee:** IDR

Management Fee Payment

Please transfer the amount of IDR to the **Ayasan Indonesia** bank account.

Service User's Name:

Address:

Warranty Expiration Date:

Remaining Replacements:

SERVICE USER AGREEMENT

- 1. **Administrative Fee**
The administrative fee for worker placement is non-refundable if the Service User unilaterally terminates this employment contract.
- 2. **Worker Replacement (Warranty Claim)**
If the Service User intends to request the replacement of the Worker, both the Service User and the Worker must wait if a replacement is not yet available. The replacement is only provided to the relevant Service User and cannot be transferred to another party.
- 3. **Transportation Costs for Replacement**
In the event of a worker replacement, any transportation or pick-up costs to/from **Ayasan Indonesia** or the work location are fully borne by the Service User.
- 4. **Obligations of the Service User towards the Worker**
 - 1. The Service User shall provide three meals a day, as well as adequate and proper rest and sleeping facilities.

2. The Service User is prohibited from physically abusing or committing mental or sexual harassment against the Worker, as well as violating the Worker's human rights. If this clause is violated and the Worker resigns, **Ayasan Indonesia** is under no obligation to provide a replacement worker (the warranty becomes void).
 5. **Worker's Personal Necessities**
The Service User is required to provide the Worker's personal necessities, such as soap, shampoo, toothpaste, detergent, etc.
 6. **Annual / Holiday Leave**
The Worker is entitled to 10 (ten) calendar days of annual / holiday leave. If the Worker does not use such leave, it may be converted into extra pay (infal) according to a written agreement between the Service User and the Worker.
 7. **Worker Recall by Ayasan Indonesia**
Ayasan Indonesia reserves the right to recall the Worker without the obligation to provide a replacement if the Service User is late in paying the Worker's salary.
 8. **Salary Increase**
There will be a periodic salary review and increase based on the Service User's assessment of the Worker's performance, or at least IDR 100,000 (One Hundred Thousand Rupiah) every 6 (six) months, or as agreed upon by both parties.
 9. **Notification of Leave / Permission**
If the Worker intends to take leave or be absent from work (temporarily or permanently), the Worker must inform **Ayasan Indonesia**. The length of leave is determined by mutual agreement between the Service User and the Worker.
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WORKER AGREEMENT

1. **Performance of Duties**
The Worker agrees to carry out all assigned tasks to the best of their ability (honestly, disciplined, clean, loyal, caring, polite, and responsible).
2. **Prohibition on Borrowing Money/Items**
The Worker is prohibited from borrowing money or items of any kind from the Service User. **Ayasan Indonesia** is not responsible for such occurrences should they happen.
3. **Prohibition on Receiving Guests**
The Worker is prohibited from receiving personal guests, family members, or relatives at the Service User's home without an official introduction letter from **Ayasan Indonesia**.
4. **Healthcare and Occupational Safety Responsibility**
If the Worker becomes ill or has an accident during the employment period, it is the responsibility of the Service User in accordance with the employment agreement and applicable legal provisions.
5. **Use of Mobile Phones**
During working hours, the Worker is prohibited from using a mobile phone, except in urgent circumstances and/or with the permission of the Service User or **Ayasan Indonesia**.
6. **Prohibition on Disturbing Household Peace**
The Worker is prohibited from any actions that disrupt the harmony of the Service User's household, whether morally or materially.
7. **Prohibition on Undisclosed Private Employment**
The Worker is prohibited from engaging in undisclosed or private employment arrangements with the Service User (for example, claiming to have returned to their hometown) without **Ayasan Indonesia's** knowledge, while in fact continuing to work for the Service User. If it is discovered that the Worker is still secretly employed by the Service User, sanctions will be applied in accordance with the worker's contract.

8. **Request for Withdrawal/Replacement**

If the Worker feels unsuitable, has urgent matters, or requests withdrawal/replacement, but **Ayasan Indonesia** has no available replacement yet, the Worker must wait until a replacement is available.

9. **Undisclosed Illness**

If the Worker has any undisclosed pre-existing medical conditions, it is beyond the responsibility of the Service User.

10. **Obligation to Notify Leave / Permission**

If the Worker intends to take leave, vacation, or any form of absence (temporary or permanent), the Worker is required to inform **Ayasan Indonesia**. The duration of leave is subject to mutual agreement between the Service User and the Worker.

LEGAL PROVISIONS AND DISPUTE SETTLEMENT

1. This Agreement is made and construed under the laws of the Republic of Indonesia, in particular the prevailing Manpower Law.
2. In the event of a dispute arising out of or in connection with this Agreement that cannot be resolved amicably, the Parties agree to submit such dispute to the competent District Court in the jurisdiction where **Ayasan Indonesia** is located.

Jakarta,(Date).....

Approved by,
Service User

(.....)

Approved by,
Worker

(.....)