

LETTER OF GUARANTEE

I,
Full name : Teoh Huan Shim
I/C No. : 830616-07-6189
Position : *Director*
Company Name : Hong Seng Assembly Sdn Bhd
Address company : 7137, Jalan Sungai Puyu, 13020 Butterworth, Pulau Pinang
Phone No : 04-333 2668

State under oath and affirm that I am the Employer of Indonesian Migrant Worker (IMW),
Commit to comply and guarantee with the following:

1. I shall be fully responsible for the wellbeing and legal status of the IMW during his/her employment period in Malaysia.
2. I guarantee have paid all salary payments in the previous employment contract.
3. I shall be responsible to obtain approval from the relevant authorities in Malaysia for the purpose of employment of the IMW
4. I shall and responsible sign the Contract of Employment in Malaysia to be approved by the Indonesian Embassy/Consulate General/Consulate in Malaysia
5. I guarantee and shall employ the IMW at the address and work place as stated in the work visa and Contract of Employment.
6. I shall pay the wage of the IMW on a monthly basis not later than the seventh day of the following month directly to his/her bank account.
7. I shall facilitate the IMW to open his/her personal bank account in Malaysia for the purpose of transferring his/her employment wage, and shall guarantee that the IMW has full access to his/her personal account.
8. I responsible all the payments for IMW's *Rekalibrasi Tenaga Kerja (RTK)* fees.
9. I renew the IMWs' Work Pass 2 (two) months before the expiry date. Any fee, penalty or compound due to the failure of I to do so shall be borne by me. I shall be responsible for the IMW who has failed to obtain the Work Pass renewal and shall undertake efforts for the release of the IMW who is detained by the authorities due to these circumstances until return to place of origin in Indonesia.
10. The renewal of Contract of Employment shall be made through Indonesian Mission at least 3 (three) months before the expiration of the Contract of Employment. All of the fees in relation to the process of renewal of the Contract of Employment and Work Pass shall be borne by me.
11. In the event of death of the IMW, I shall responsible to pay the cost of funeral, repatriation of the remains, and personal belongings to his/her place of origin in Indonesia and transfer the total balance of his/her saving including the outstanding salary to his/her next of kin in Indonesia and report to the nearest Labour Department and Indonesian Missions in Malaysia in the event of injury or death of the IMW during the period of employment.
12. I shall be responsible for the expenses of all medical treatment of the IMW or pay the health insurance. If I pay the health insurance, I shall responsible for the expenses of medical treatment of the IDMW which are not covered by insurance policy that may arise during the employment period.
13. I shall at all times respect and pay due regards to the traditions, customs, and religious beliefs of the IMW, including the right to perform prayers and to refuse to handle any work or consume products against his/her religious beliefs.

Initial : 

14. I shall provide the IMW proper accommodation with basic amenities, electricity, light, and water supply pursuant the housing or accommodation regulations in Malaysia.
15. I shall furnish the IMW rest day pursuant the employment regulations in Malaysia.
16. I shall provide and ensure the validity of IMW's data and documents for work in Malaysia.
17. I shall not withhold the IMW return to Indonesia after completion or termination of the Contract of Employment.
18. I shall not withhold or confiscate passport, wages, and/or personal documents of the IMW for any reasons.
19. The repatriation cost of the IMW from his/her place of work to his/her place of origin in Indonesia shall be borne by Employer after the completion or termination of the Contract of Employment in accordance Employment Regulations in Malaysia. Prior to the repatriation, I shall ensure that the total balance of IMW's savings including the outstanding wages has been given to the IMW.
20. I shall cooperate with Indonesian Embassy/Consulate General/Consulat in Malaysia for Protection of IMW including but not limited site visit and data request of IMW from Indonesian Embassy/Consulate General/Consulate in Malaysia.
21. I shall abide all regulations and government rules in Malaysia including regulation or policy that have been issued by Indonesian Embassy/Consulate General/Consulate in Malaysia
22. If Indonesian Migrant Workers are not eligible to participate in *Rekalibrasi Tenaga Kerja (RTK)* will repatriate through *Rekalibrasi Pulang (RP)* and make a report to the Indonesian Embassy in Kuala Lumpur

I understand that failure on my part to comply with the above shall be a ground for my exclusion and blacklisting from further recruit and employ of IMW, and shall warrant for the filing of appropriate case against me pursuant with applicable regulation in Malaysia.

28 NOV 2023, 2023

Signature and company chop


(Teoh Huan Shim)



[setem hasil or notary public]



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* G01DFADD64XP009
Jenis Surat Cara *Type Of Instrument* LETTER OF GUARANTEE
Tarikh Surat Cara *Date Of Instrument* 28/11/2023
Balasan *Consideration* RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 KONSULAT JENDERAL REPUBLIK INDONESIA, (-)
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 HONG SENG ASSEMBLY SDN BHD, (415902-P, 199701000406)
Butiran Harta / Suratcara *Property / Instrument Description*

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	P1091A231431920
Tarikh Penyeteman <i>Date of Stamping</i>	28/11/2023
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37



LEMBAGA HASIL
DALAM NEGERI
MALAYSIA

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 28/11/2023 05:47:44

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
 Ini adalah cetakan komputer dan tidak perlu ditandatangani
 This is a computer generated printout and no signature is required