

# Doing Business in Indonesia: Overview

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A Q&A guide to doing business in Indonesia.

This Q&A provides a high-level overview of the key matters to consider when doing business in Indonesia, including legal systems, foreign investment, business vehicles, environment, employment, competition, intellectual property, marketing agreements, e-commerce, advertising, data protection, product liability and regulatory authorities.

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## Overview

1. What is the business, economic and cultural climate in your jurisdiction?

## Economy

Indonesia has a mixed economy where both private and public enterprises contribute significantly. Certain sectors, including power, banking, finance and energy, are subject to stricter regulation or direct state control due to their importance to public welfare. Recent government initiatives aim to improve the ease of doing business, attracting foreign direct investment (FDI) by streamlining licensing procedures, offering tax incentives, and creating special economic zones.

## Dominant Industries

Indonesia's economy is driven by a combination of labour-intensive industries such as textile manufacturing and food processing, alongside resource-based sectors like oil and gas, mining, agriculture, and metals manufacturing. The digital economy, particularly e-commerce and fintech, is also growing rapidly due to increasing internet penetration and a young, tech-savvy population.

## Population and Language

Indonesia has a population of around 270 million people, making it the fourth-most populous country in the world. The official language is Bahasa Indonesia, although more than 700 local languages are spoken across the archipelago, reflecting the country's rich ethnic diversity.

## Business Culture

Indonesia follows a five-day workweek, with standard business hours from 8am to 5pm. In 2025, Indonesia recognises 16 public holidays (with a total of 17 days off) and also ten days of collective leave (*cuti bersama*), during which many government offices and businesses close. Face-to-face meetings are generally preferred in business interactions, and hierarchy is highly respected in both private and public enterprises. Business decisions often take time due to the importance placed on consensus-building and relationship management.

## Other

Indonesia's business environment is increasingly investor-friendly, particularly following the passage of Law No. 6 of 2023 regarding the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 regarding Job Creations as Law (Job Creation Law), which aims to reduce bureaucratic red tape, simplify licensing, and encourage more foreign and domestic investment. This reform is designed to make the business climate more competitive and align it with global standards, especially in terms of labour and environmental regulations. However, businesses must still navigate complex local laws and customs, particularly when operating outside major cities.

In 2022, Indonesia officially committed to relocating its capital from DKI Jakarta to Nusantara, more commonly referred to as Ibu Kota Nusantara (IKN), situated in East Kalimantan. The relocation is legislated under Law No. 3 of 2022 concerning the Capital City, as amended by Law No. 21 of 2023 (IKN Law). This decision was driven by concerns over issues such as overpopulation and environmental degradation in DKI Jakarta, and economic disparity between Java and other regions.

To govern the new capital, the IKN Law established the IKN Authority as a ministerial-level body responsible for managing local government functions in the new capital and overseeing all aspects of the preparation, construction, and eventual relocation from DKI Jakarta to IKN. In connection with this, the government has issued Government Regulation No. 27 of 2023 concerning the Special Authorities of the IKN Authority (Regulation 27/2023). Under the IKN Law and Regulation 27/2023, the IKN Authority has been granted significant powers, ranging from the management of general governmental affairs, spatial planning, land use, environmental protection, and disaster mitigation, to granting investment permits, facilitating business operations, and providing special incentives to parties financing the capital relocation.

## Legal System

2. What is the legal system based on in your jurisdiction?

The legal system in Indonesia is primarily rooted in civil law, with its foundations drawing from various sources including Dutch colonial law, customary law (*adat*), and, to a certain extent, Islamic law in specific contexts. As a unitary republic, Indonesia does not operate under a federal system. Nonetheless, the country recognises a degree of regional autonomy, allowing provincial and local governments the authority to enact regional regulations (*Peraturan Daerah*) on matters within their jurisdiction, provided such regulations do not conflict with national laws. This decentralised approach aims to address the diverse cultural and socio-economic conditions across the archipelago.

## Foreign Investment

3. Are there any restrictions on foreign investment, ownership or control?

## Government Authorisations

Since the introduction of reforms in 2018 aimed at improving the investment climate, Indonesia has streamlined the foreign investment process significantly. Foreign investors are no longer required to obtain specific government authorisation prior to establishing their business, aside from the necessary approvals mandated by regulatory bodies in certain highly regulated sectors. Subject to shareholding restrictions imposed by regulatory frameworks (as detailed below), foreign investment is conducted in a manner akin to domestic enterprises, namely through the incorporation of a limited liability company (*Perseroan Terbatas Penanaman Modal Asing*, or PT PMA). The incorporation of a PT PMA follows the same procedural requirements, including the approval from the Minister of Law and Human Rights (MOLHR), now referred to as Minister of Law (MOL).

## Restrictions on Foreign Shareholders

Indonesia's investment regime remains generally open to foreign shareholders, subject to certain limitations depending on the industry. The extent of allowable foreign ownership is primarily governed by the so-called Investment List, which outlines sectors that are restricted or fully closed to foreign investment. Foreign investors are permitted to hold shares in Indonesian companies unless specific regulations prohibit or limit their involvement in certain sectors.

## Restrictions on Acquisition of Shares

Foreign investment can be conducted either by establishing a new company or by acquiring the shares of an existing company.

## Specific Industries

Restrictions on foreign shareholders are delineated in the Investment List, the most recent iteration of which is contained in Presidential Regulation No. 10 of 2021, as amended by Presidential Regulation No. 49 of 2021 on Capital Investment Business Lines (PR 10/2021, as amended). PR 10/2021, as amended, specifies the sectors in which investment by Indonesian and foreign nationals is either prohibited or subject to restriction.

In addition to PR 10/2021, as amended, the relevant laws and regulations governing specific business sectors must be consulted to determine whether a particular area is open to foreign investment, and if so, whether a PT PMA formed to engage in such business activities may be wholly or partially foreign owned. However, generally, if a business sector is not listed in PR 10/2021, as amended, it is open to 100% foreign investment without restriction.

The Investment List further prescribes limitations on foreign ownership, such as establishing maximum thresholds for foreign shareholding or requiring collaboration with small- or medium-sized enterprises.

The Investment List is organised according to the business activities described in the Indonesian Business Fields Classification (*Klasifikasi Baku Lapangan Usaha Indonesia*, or KBLI) issued by Indonesia's Central Statistics Body (*Badan Pusat Statistik*, or BPS). A PT PMA may operate under multiple KBLI codes, except where otherwise restricted by the applicable laws and regulations.

4. Are there any restrictions or prohibitions on doing business with certain countries or jurisdictions?

Indonesia does not impose formal restrictions or prohibitions on conducting business with specific countries or jurisdictions. The government does not maintain a publicly accessible list of nations subject to trade or monetary sanctions. Nevertheless, as a member of the *United Nations*, Indonesia adheres to UN Security Council resolutions, which may include sanctions that indirectly impact trade relations with certain jurisdictions. Businesses operating in Indonesia are advised to ensure compliance with international obligations and domestic regulations, particularly in relation to anti-money laundering (AML) and counter-terrorism financing (CTF) frameworks.

In addition, Indonesia has issued a List of Suspected Terrorists and Terrorist Organisations (*Daftar Terduga Terorisme dan Organisasi Terorisme*, or DTTOT), which comprises individuals and/or entities suspected of terrorism, as determined by the Chief of the Indonesian National Police and confirmed by the Chief Justice of the Central Jakarta District Court.

5. What grants or incentives are available to investors?

## Grants

Indonesia does not offer grant programmes that are consistently available to foreign investors. Grants are not a standard mechanism for incentivising foreign investment under current regulations.

## Incentives

Investors who meet specific criteria outlined in Law No. 25 of 2007 concerning Investment, as amended by the Job Creation Law (Investment Law), are eligible to receive various incentives, including import facilities, tax holidays, tax allowances, and investment allowances. The criteria for eligibility include:

- Employing a substantial number of workers.
- Engaging in high-priority sectors.
- Contributing to infrastructure development.
- Facilitating technology transfer.
- Operating within pioneer industries.
- Investing in remote, underdeveloped, or border areas.

- Implementing environmental conservation measures.
- Conducting research, expansion, and innovation.
- Partnering with micro, small, or medium enterprises or cooperatives.
- Utilising domestic capital goods, machinery, or equipment.
- Operating in the development of tourism business.

The government also enacted Regulation No. 12 of 2023 concerning the Issuance of Business Licences, Ease of Doing Business, and Investment Facilities for Business Actors within the Capital City of Nusantara, as amended by Regulation No. 29 of 2024 (Regulation 12/2023). This regulation is aimed at attracting investors to IKN and its economic superhub, known as the “Partner Areas” within Kalimantan. One of the business incentives outlined in Regulation 12/2023 is an exemption from foreign capital ownership restrictions for businesses operating within IKN or the Partner Areas (Article 5, Regulation 12/2023). However, this exemption is contingent upon the business forming a partnership with micro, small and medium enterprises (MSMEs) or co-operatives, in accordance with the relevant legislation. Additionally, Regulation 12/2023 offers favourable provisions for foreign nationals, allowing business actors in IKN to employ foreign nationals in certain positions, with work permits granted for an initial period of ten years, which may be extended.

## Tax Allowances

Tax allowances are governed under Law No. 7 of 1983 regarding Income Tax, as amended lastly by Law No. 7 of 2021 regarding Harmonisation of Tax Regulations (Income Tax Law) and the Job Creation Law. These allowances include:

- Additional net income reduction up to 30% of investment in fixed assets, including land used for main business activities, charged at 5% per annum for six years from the start of commercial production, provided that the assets invested in are not transferred out within six years
- Accelerated depreciation of tangible assets and accelerated amortisation of intangible assets.
- A loss carry-forward period ranging from five to ten years.
- A dividend tax rate of 10%, subject to lower rates as specified in relevant tax treaties.

Eligibility for tax allowances is restricted to certain business sectors and regions, as outlined in Government Regulation No. 78 of 2019 regarding Income Tax Facilities for Capital Investment in Certain Business Fields and/or Regions.

## Tax Holidays

Tax holidays offer corporate income tax exemptions or reductions for new investments in certain pioneer industries that are not eligible for tax allowances. Tax holidays are provided for in the following:

- Government Regulation No. 94 of 2010, as lastly amended by Government Regulation No. 9 of 2021 regarding Calculation of Taxable Income and Redemption of Income Tax in the Current Tax Year (GR 94/2010).
- Minister of Finance Regulation No. 130/PMK.010/2020 of 2020 regarding the Granting of Income Tax Reduction Facility for Corporate Entities, as lastly amended by Minister of Finance Regulation No. 69 of 2024.

The tax reduction starts at 50% and can extend up to 100%, with the benefit applicable for a minimum of five years and a maximum of twenty years.

## Import Duty Facilities

Pursuant to Minister of Finance Regulation No. 176/PMK.011/2009 of 2009 regarding Exemption of Import Duties for the Importation of Machinery, Goods, and Materials for Industrial Development or Expansion in the Context of Investment, as lastly amended by Minister of Finance Regulation No. 188/PMK.010/2015 of 2015, exemptions from import duty are available for the importation of machinery, defined as any machine, apparatus, factory installation equipment, or appliance, whether installed or uninstalled, used in industrial construction or expansion. This facility is accessible to:

- Industrial companies engaged in the production of goods.
- Service companies operating in sectors such as tourism and culture, public transportation, public healthcare, mining, construction, telecommunications, and ports.

The above exemptions are granted provided that the machinery, goods, or capital materials meet one of the following conditions:

- They are not yet produced in Indonesia.
- They are produced in Indonesia but do not meet the required specifications.
- They are produced in Indonesia but not in sufficient quantities to fulfil domestic industrial demand.

## Business Vehicles

6. What are the most common forms of business vehicle used in your jurisdiction?

### Main Business Vehicles

Generally, Indonesian law acknowledges two main types of business organisation: those business organisations structured as a business entity (*badan usaha*) and those operating as a legal entity (*badan hukum*). The distinction between the two types of business organisation lies in the legal subject element and liability provisions.

A business entity includes the following:

- Civil/general partnership (*maatschap*).
- Partnership.
- Limited partnership (*commanditaire vennootschap*).

A legal entity includes the following:

- Limited liability company (*perseroan terbatas*) (PT).
- Foundation.
- Co-operative.

Under Law No. 40 of 2007 regarding Limited Liability Company, as amended by the Job Creation Law (Company Law), a PT is a legal entity composed of shares and must be established by at least two shareholders. It is the most common business vehicle in Indonesia due to its limited liability structure and its well-defined capitalisation regime. A PT may take the form of either a publicly listed company or a privately held company.

Indonesia does not recognise the concept of trusts.

## Business Vehicle Most Commonly Used by Foreign Companies

The most common form of business organisation in Indonesia is a legal entity structured as a PT. It is important to note that certain business sectors require entities to adopt specific organisational structures, with a PT being the predominant form for engaging in such sectors. Furthermore, under Article 5(2) of the Investment Law, any foreign investment in Indonesia must be conducted through the establishment or acquisition of shares in a PT, unless otherwise provided by the applicable laws and regulations (such as oil and gas).

7. What are the main formation, registration and reporting requirements for the most common corporate business vehicle used by foreign companies in your jurisdiction?

## Registration and Formation

The primary formation and registration requirements for establishing a corporate business vehicle in Indonesia, commonly a PT PMA, are as follows:

- **Compliance with shareholding limitations.** The PT PMA must adhere to the foreign ownership restrictions set out in the Investment List.
- **Deed of establishment.** The company must execute its deed of establishment in the Indonesian language before a public notary.
- **Approval from the MOL.** The establishment of the PT PMA requires the formal approval of the MOL.
- **Taxpayer registration.** A PT PMA must obtain a Taxpayer Registration Number (*Nomor Pokok Wajib Pajak*, or NPWP) from the Indonesian Tax Office.
- **Business Identification Number (*Nomor Induk Berusaha* or NIB):** The PT PMA must acquire an NIB through the [Online Single Submission](#) (OSS) system.
- **Opening a bank account:** The company must open a corporate bank account in Indonesia.

Before commencing production or operation, the company is also required to obtain the appropriate business licences according to its sector of activity.

## Reporting Requirements

A PT PMA is subject to the following reporting obligations:

- **Capital investment activity report (*Laporan Kegiatan Penanaman Modal*, or LKPM):** Under Article 94(1) of Indonesia Investment Co-ordinating Board (*Badan Koordinasi Penanaman Modal*, or BKPM) Regulation No. 4 of 2021 regarding Guidelines and Procedures for Risk-Based Business Licensing Services and Investment Facilities (BKPM Reg. 4/2021) and Articles 29(4)(a) and 32 of BKPM Regulation No. 5 of 2021 regarding Guidelines and Procedures for the Supervision of Risk-Based Business Licensing, any PT PMA holding a valid business licence is required to submit periodic reports on the progress of its business activities, known as the LKPM, on a quarterly basis via the Online Single Submission (OSS) system, which is administered by the BKPM. The LKPM must be submitted for each business sector and/or location covered by the licence. These reports must include details on capital investment realisation, workforce data, operational and production activities, and compliance with corporate social responsibility obligations, partnership commitments, and other applicable requirements.
- **Audited annual financial statements:** A PT PMA must submit its audited annual financial statement to the Ministry of Trade (MOT) if it:
  - is a public company;
  - operates in a business sector managing public funds.
  - issues debt acknowledgment letters (*surat pengakuan hutang*);
  - possesses assets exceeding IDR25 billion; and
  - is a debtor to a bank requiring an audited financial statement.
- **Mandatory manpower report:** Under Law No. 7 of 1981 concerning Mandatory Manpower Reporting (*Wajib Laporkan Ketenagakerjaan*, or WLK) in companies, all companies are required to submit an annual WLK to the Ministry of Manpower (MOM). The WLK must provide detailed information on the company's employment conditions, including, but not limited to, the number of employees, their basic details, work facilities, welfare programmes, and environmental, health, and safety programmes and facilities. This report must be submitted through the MOM's official online portal by 31 December each year.

Companies in the financial services sector have additional reporting obligations, including submitting monthly reports, audited annual financial statements, annual business plans, and good corporate governance reports to the [Indonesian Financial Services Authority](#) (*Otoritas Jasa Keuangan*, or OJK).

These reports can generally be filed without charge, though preparing audited financial statements involves costs for licensed auditors.

## Share Capital

Under BKPM Reg 4/2021, a PT PMA is required to adhere to applicable investment requirements, mandating an investment value exceeding IDR10 billion per five-digit KBLI code and per location, excluding the appraised value of land and buildings.



Compliance with this investment requirement is assessed by the BKPM during the licence application process. The investment requirement applies only to the KBLIs registered in the NIB, and not to any other KBLIs that may be included in its AOA but are unregistered in the NIB.

The KBLI system begins with two-digit codes that are further subdivided into three- to five-digit codes. The five-digit KBLI codes are used to determine the minimum investment requirements.

In practice, the BKPM assesses a company's compliance with the investment requirement by examining its authorised capital. Accordingly, a company must maintain an authorised capital that aligns with the minimum investment requirement, and it is required to issue and have shareholders pay up at least 25% of the authorised capital, or a minimum of IDR10 billion, whichever is greater.

However, the BKPM provides certain exemptions to the investment requirement, as follows:

- **Wholesale trading business activities.** The investment value must exceed IDR10 billion, excluding land and buildings, and is calculated based on the first four digits of the KBLI.
- **Food and beverage service business activities.** The investment value must exceed IDR10 billion, excluding land and buildings, calculated based on the first two digits of the KBLI per location.
- **Construction services business activities.** The investment value must exceed IDR10 billion, excluding land and buildings, calculated based on the first four digits of the KBLI.
- **Industrial business activities.** For businesses producing different types of products under various five-digit KBLIs in one production line, the investment value must exceed IDR10 billion, excluding land and buildings.
- **Property development and management business activities:**
  - in the case of property in a complete building or an integrated housing complex, the investment value must exceed IDR10 billion, including land and buildings; and
  - for property units not part of a complete building or integrated housing complex, the investment value must exceed IDR10 billion, excluding land and buildings.

## Non-Cash Consideration

Non-cash consideration or in-kind contributions may be utilised to pay up shares in a company, provided that such consideration is appraised by an independent, non-affiliated appraiser (Article 34, Company Law).

## Rights Attaching to Shares

**Restrictions on rights attaching to shares.** The rights attached to shares may only be exercised and become effective once the ownership of those shares has been duly recorded in the company's shareholders register (Article 52, Company Law).

**Automatic rights attaching to shares.** Every shareholder is entitled to the following rights:

- To attend and vote at the general meeting of shareholders, with each share granting one vote.

- To receive dividends and liquidation proceeds.
- To convene a general meeting of shareholders.
- To file a lawsuit against the board of directors and/or commissioners for losses caused by negligence.
- To exercise any other rights as provided under the Company Law.

Shares owned directly or indirectly by the company itself, or shares controlled by its subsidiary, do not carry voting rights (Article 84, Company Law). Additionally, if a single share is owned by more than one person, the rights attached to that share must be exercised by appointing a single representative to act on behalf of all co-owners (Article 85, Company Law).

## Environment

8. What are the main environmental regulations and considerations that a business must take into account when setting up and doing business in your jurisdiction?

In Indonesia, businesses must adhere to a range of environmental regulations and considerations to ensure compliance with the country's environmental protection regime. Key requirements include:

- **Environmental licences and statements.** Depending on the nature of the business activity, companies must obtain either an environmental licence or a statement letter on environmental management supervision capability.
- **Compliance with regulatory standards.** Businesses must comply with relevant pollution quality standards (*baku mutu*) as prescribed by Indonesian legislation. These standards vary depending on the specific type of business activity and its potential impact on the environment.
- **Waste management.** Companies are required to manage waste produced as a result of their business operations. This management can be carried out internally or through third-party services. Businesses involved in waste management, whether for their own waste or for third parties, must hold the appropriate waste management licences.
- **Periodic reporting.** Businesses that are required to obtain environmental or waste management licences must submit periodic reports to the local government. These reports detail their environmental management or supervision efforts.

## Employment

### Laws and Contracts

9. How is the employment relationship established and regulated within your jurisdiction?

## Basis of Employment

Employment relationships in Indonesia are primarily governed by the following regulations:

- Law No. 13 of 2003 regarding Manpower, as amended by the Job Creation Law and supplemented by Constitutional Court (*Mahkamah Konstitusi*, MK) Decree No. 168/PUU-XXI/2023 dated 15 October 2024 (2024 MK Decree) (collectively, the Manpower Law).
- Law No. 2 of 2004 regarding Industrial Relations Dispute Settlement (as amended) (Law 2/2004).
- Law No. 21 of 2000 regarding Labour Unions.
- Government Regulation No. 34 of 2021 regarding Utilisation of Foreign Manpower.
- Government Regulation No. 35 of 2021 regarding Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Hours, and Employment Termination (GR 35/2021).
- Government Regulation No. 36 of 2021 regarding Wages.

In accordance with these regulations, Indonesia recognises two types of employment:

- **Permanent employment.** This is under an indefinite employment contract (without a fixed expiration date).
- **Fixed-term employment.** This is under a fixed-term employment contract (with a specified expiration date).

This indicates any employment relationship between an employer and employee (whether indefinite term or fixed-term employment) must be based on a contract of employment, as Indonesia does not recognise “at-will” employment. Under the Manpower Law, an indefinite employment contract can be either written or verbal. Where a verbal contract is used, the employer is required to issue a letter of appointment confirming the employee’s name and address, date of the commencement of work, type of work, and compensation.

However, as mandated under Article 57 of the Manpower Law, a fixed-term employment contract must be in writing and comply with the stipulations of the Manpower Law and its implementing regulations; otherwise, it will be regarded as an indefinite employment contract.

A written employment contract should include, as a minimum, the following provisions:

- Identity of the employer (name, address, business area).
- Identity of the employee (name, gender, age, address).
- Position or job description.

- Work location.
- Wage and method of payment.
- Terms of employment, outlining the rights and obligations of both the employer and employee.
- Duration of the contract.
- Date and place of execution.
- Signatures of the parties involved.

(Article 54, Manpower Law.)

The employment contract must be in Indonesian. If the contract is executed in both Indonesian and another language, the Indonesian version will prevail in interpreting the contract. Further, the provisions of the Manpower Law apply and govern employment contracts unless the relevant employment contract, company regulations, or collective labour agreements stipulate otherwise and are more advantageous to the employee.

### **Company Regulation and Collective Labour Agreements**

Under Article 108 of the Manpower Law, an employer with ten or more employees must prepare and register a company regulation (*peraturan perusahaan*) with the local manpower service office, unless a collective labour agreement (*perjanjian kerja bersama*) is already in place between the employer and its labour union(s). Only one collective labour agreement may be applicable to the employer.

### **Mandatory Rules of Law**

All employment contracts in Indonesia must be governed by Indonesian law, as there are no separate mandatory rules of law governing employment contracts.

### **Termination, Dismissal and Employment Law Protection Rules**

10. On what basis can employees be dismissed? What are the main employment law protection rules in place?

### **Termination**

The termination of employment in Indonesia is governed by the Manpower Law and its implementing regulations. The process and governance differ depending on whether the employee is under an indefinite-term or fixed-term employment contract (see [Question 9](#)).

**General provisions for termination.** The process and governance differ depending on whether the employee is under an indefinite-term or fixed-term employment contract (see below), but the key provisions with regards to implementing termination in Indonesia are as follows:

**Effort to avoid termination.** Employers must make efforts to avoid termination. If termination is unavoidable, the reason for termination must be notified to the employee and/or relevant labour union (if the employee is a member) (Article 51, Manpower Law).

**Notification period.** Termination must be notified in writing at least 14 working days before the effective date of termination. For employees under probation, the notification must be at least seven working days (Article 37(3) of GR 35/2021).

**Acceptance of termination.** If the employee accepts the termination, the employer must notify the local manpower service office, as required under Article 38 of GR 35/2021.

**Dispute notification.** If the employee does not accept the termination, they must notify the employer of this in writing within seven working days of receiving the notification (Article 39(1) of GR 35/2021).

**Dispute resolution.** If there is a dispute, it must be resolved through the industrial relations dispute settlement procedure in accordance with Law 2/2004. The employee will remain employed and entitled to all rights until a resolution is achieved, as mandated under Article 157A of the Manpower Law.

**Mutual Termination Agreement (MTA).** Employers and employees may negotiate a separation benefits package and sign an MTA, which must be registered with the Labour Court under Article 7 of Law 2/2004.

## Indefinite-Term Employment Contract

Under Article 154 of the Manpower Law and Article 36 of GR 35/2021, termination of indefinite-term employment must be based on valid reasons, including but not limited to the following:

- The company conducts a merger, consolidation, or spin-off and employees are not willing to continue the employment relationship, or the employer is not willing to accept employees.
- The company conducts an acquisition and terminates employee(s).
- The company conducts an acquisition which results in changes to the terms of employment and employees are not willing to continue the employment relationship.
- The company conducts downsizing due to the company experiencing losses or to avoid such losses.
- The company closes:
  - due to experiencing losses for two years (consecutively or not consecutively);
  - for other reasons (not related to losses); or
  - due to force majeure.
- Termination due to force majeure (but which does not cause the company to close).
- The company is part of a suspension of debt payment process.

- The employee wishes to terminate the employment relationship because the employer commits one of the following actions:
  - assaults, insults in a rude manner, or threatens the employee;
  - persuades and/or orders employees to commit actions contrary to laws and regulations;
  - fails to pay wages at the appointed time for three months consecutively or more, (but pays subsequent wages on time);
  - fails to honour obligations promised to the employee;
  - orders the employee to do work other than the work that had been agreed upon in the employment contract; and
  - gives work that endangers the life, safety, health, and morality of the employee, while such work is not included in the employment contract.
- There is a decision of the Labour Court declaring that the employer did not commit the actions referred to above.
- The employee(s) resigns on their own initiative.
- The employee has been absent for five business days or more without written justification and has been summoned by the employer twice in writing.
- The employee violates provisions that are regulated in the contract of employment, company regulation, or collective labour contract and have previously been given a first, second, and third warning.
- The employee commits a serious misconduct as regulated in the contract of employment, company regulation, or collective labour contract.
- The employee is unable to work for six months because they are detained by the authorities for allegedly committing criminal acts.
- The employee is found guilty by a criminal court before the expiration of the six-month period of detention referred to above relating to criminal offences.
- The company or employee requests for the termination of employment because the employee experiences prolonged illness or disability due to an occupational accident and is unable to do their work after more than 12 months has passed since their illness/disability.
- The employee reaches retirement age.
- The death of the employee.
- In this case, the employer is required to pay mandatory termination benefits as follows:
  - Severance pay (*Uang Pesangon*). (Severance pay is a statutory obligation that must be paid by employers in the event of termination of employment.)
  - Separation pay (*Uang Pisah*). (In contrast to severance pay, separation pay is not a statutory requirement. Instead, it is a discretionary benefit, typically outlined in employment contracts, company regulations, or collective labour agreements).
  - Service pay (*Uang Penghargaan Masa Kerja*).

- Compensation pay (*Uang Penggantian Hak*).

The calculation of the termination benefits varies, depending on the grounds of the termination, and there are instances where:

- Not all termination benefit components are payable.
- The severance pay component of the termination benefit is payable at half the standard rate. For example, the rate of severance pay may be reduced by 50% in cases where termination is initiated by the employee in the context of an acquisition of the employer, provided that the acquisition results in changes to the terms and conditions of employment.

## Fixed-Term Employment Contract

For fixed-term employment:

- **Termination flexibility.** Fixed-term employees can be terminated without cause at any time.
- **Compensation.** If terminated by the employer before the end of the fixed term, the employee is entitled to compensation equal to their salary until the contract's expiration.
- **Compensation pay.** Fixed-term employees with at least one consecutive month of service are entitled to compensation pay for early termination.

(Articles 61A and 62, Manpower Law; Articles 15, 16, and 17 of GR 35/2021.)

## Termination Following 2024 MK Decree

Irrespective of which party initiates termination, notification of the termination and its underlying reasons must be provided to the other party (see above). However, following the recent update of Article 151 of the Manpower Law following the 2024 MK Decree, any termination of employment does not take immediate effect if the other party objects. Instead, the matter must progress through the industrial relations dispute resolution framework under the terms of Law 2/2004, beginning with bipartite negotiations. Should these negotiations fail, employers and employees are entitled to escalate the dispute to formal industrial relations proceedings. Ultimately, termination is only finalised on the issuance of a binding court decision.

Additionally, Article 157A of the Manpower Law obligates the employer to continue paying the salaries of affected employees throughout the dispute resolution process until a final court decision is rendered. However, in practice, employers frequently suspend salary payments after issuing termination notices, with such obligations typically enforced only on explicit orders from the court.

Given these complexities, it is strongly recommended that employers secure a Mutual Termination Agreement (MTA) with terminated employees if there is a planned termination of employment. The MTA should explicitly record the employees' consent to termination and their acknowledgment of the entitlements due to them. Once finalised, the MTA must be registered with the competent industrial relations court and reported to the local manpower office to minimise the risk of subsequent legal claims or disputes.

## Competition

11. Are restrictive agreements and practices regulated by competition law? Is unilateral (or single-firm) conduct regulated by competition law?

## Competition Authority

In Indonesia, competition issues are overseen by the *Commission for the Supervision of Business Competition* (*Komisi Pengawas Persaingan Usaha*, or KPPU), which enforces the provisions of Law No. 5 of 1999 regarding Prohibition of Monopolistic Practices and Unfair Competition, as amended by the Job Creation Law (Anti-Monopoly Law). This law regulates competition and aims to prevent monopolistic practices and unfair competition in the market. It applies to all individuals and business entities operating within Indonesian territory, including foreign entities doing business in Indonesia.

Violations of the Anti-Monopoly Law may lead to administrative and criminal sanctions.

**Administrative sanctions.** These include:

- **Cease and desist orders:** this involves the termination or annulment of actions or agreements that violate the Anti-Monopoly Law.
- **Compensation payments:** the amount to be paid will be determined based on the nature of the violation.
- **Fines:** a minimum of IDR1 billion, with the exact amount depending on the crime.

**Criminal sanctions.** These include:

- **Fines:** up to a maximum amount of IDR5 billion.
- **Imprisonment:** this is an alternative to fines and imprisonment can be for up to one year.

## Restrictive Agreements and Practices

- The Anti-Monopoly Law prohibits restrictive agreements and practices that result in unfair competition or monopolistic behaviour. Specific illegal practices include:
  - Cartels/trust arrangements
  - Vertical integration
  - Oligopolies
  - Price discrimination
  - Area distribution



- Certain practices are considered illegal in themselves, including:
- Price fixing.
- Predatory pricing.
- Boycotts
- Closed agreements.

## Unilateral Conduct

Companies in a dominant position are prohibited from:

- **Impeding consumer access:** preventing consumers from obtaining goods at competitive prices and quality.
- **Limiting market and technological development:** restricting innovation or market expansion.
- **Blocking market entry:** preventing other businesses from entering the market.
- A business is considered to have a dominant position if it controls 50% of the market share, or if two or three businesses collectively control 75% of the market share.

12. Are mergers and acquisitions subject to merger control?

## Transactions Subject to Merger Control

KPPU Regulation No. 3 of 2023 (KPPU Reg. 3/2023) governs the assessment of mergers, consolidations, or acquisitions of shares and/or assets that could potentially lead to monopolistic practices and/or unfair competition in Indonesia. Under this regulation, transactions must be reported to the KPPU if they meet certain requirements.

For more information, including details of the latest jurisdictional thresholds see, [Merger Control Quick Compare Chart: Indonesia](#).

To compare jurisdictions, see the [Merger Control Quick Compare Chart](#).

For details of the latest thresholds from the Indonesian competition authority, see: <https://kppu.go.id/>

## Foreign-to-Foreign Acquisitions

Foreign-to-foreign transactions are subject to the same reporting obligations as domestic transactions if they meet the relevant thresholds and conditions (see above). This reporting requirement enables the KPPU to evaluate the potential impact on competition and market dynamics within Indonesia.

## Specific Industries

Mergers and acquisitions within specific sectors, such as banking, are governed by sector-specific regulations. Additionally, mergers involving publicly listed companies are subject to further regulatory requirements.

## Intellectual Property

13. What are the main IP rights that are recognised in your jurisdiction?

### Patents

**Definition and legal requirements.** Under Law No. 13 of 2016 regarding Patents, as amended by the Job Creation Law and Law No. 65 of 2024 (Patent Law), patents in Indonesia are classified into two categories: patents and simple patents. Patents are granted for novel inventions that are applicable in industry and demonstrate inventive steps, while simple patents are granted for any new invention or development of an existing product or process which has practical utility and can be applied in industry. Patents and simple patents are not granted for:

- Processes, products, methods, system and utility whose implementation contravenes laws, regulations, religion, societal norms, or morality.
- Methods of diagnosis, treatment, therapy, or surgery performed on humans and/or animals.
- Living organisms, except for microorganisms.
- Biological processes essential to the production of plants or animals, other than non-biological or microbiological processes.

**Registration.** Patent applications must be submitted to the MOL by the applicant or their proxy, in writing and in Indonesian, along with the applicable fee. Registration can be conducted online via the website of the *Directorate General of Intellectual Property Rights (DGIP)*.

**Enforcement and remedies.** Violations of the Patent Law can result in criminal sanctions. Additionally, the legitimate holder of the patent may pursue a claim for compensation through the Commercial Court.

**Length of protection.** Patents are protected for 20 years from the date of application, while simple patents are protected for ten years. These protection periods cannot be extended.

### Trade Marks

**Definition and legal requirements.** Under Law No. 20 of 2016 regarding Trade marks and Geographical Indications, as amended by the Job Creation Law (Trade Marks Law), trade marks can take various graphical forms such as drawings, logos,

names, words, letters, numbers, colour compositions (in two or three dimensions), sounds, holograms, or a combination thereof. These marks are used to distinguish goods and/or services in commerce.

**Registration.** Applications must be submitted to the MOL by the applicant or their proxy, in writing and in Indonesian, along with the applicable fee. Registration can be conducted online via the DGIP website.

**Protection.** A trade mark confers exclusive rights upon its registered owner for a specified period, allowing use of the mark or licensing to third parties. Trade mark rights are established through registration.

**Enforcement and remedies.** Violations of the Trade Marks Law are punishable by criminal sanctions. The rightful owner of the trade mark may also file a claim for compensation or for termination of the trade mark's use in the Commercial Court.

**Length of protection and renewability.** Trade marks are protected for ten years from the date of registration and may be renewed for additional ten-year periods.

## Registered Designs

**Definition.** Under Law No. 31 of 2000 regarding Industrial Design (Industrial Design Law), an industrial design is defined as a creation in the shape, configuration, or composition of lines, colours, or a combination of these elements, which produces an aesthetic impression and can be realised in two- or three-dimensional form. Industrial designs must comply with existing laws and public morality.

**Registration.** Applications for registration are filed with the MOL and are subject to a fee. Registration can also be completed online through the DGIP website.

**Enforcement and remedies.** Violations of the Industrial Design Law carry criminal penalties. Additionally, the legal owner may seek compensation or cessation of use through the Commercial Court.

**Length of protection and renewability.** Industrial designs are protected for ten years from the filing date and are not renewable.

## Unregistered Designs

Indonesia does not provide protection for unregistered industrial designs.

## Copyright

**Definition and legal requirements.** Copyright, as defined in Law No. 28 of 2014 regarding Copyrights (Copyright Law), is an exclusive right granted automatically upon the creation of a work in a tangible form. These works may include those in the fields of science, art, and literature.

**Protection.** Copyright encompasses both moral and economic rights. Moral rights (such as the right to use a name, change a title, or alter the work) are permanently attached to the creator and cannot be transferred. Economic rights (such as reproduction, distribution, and publication) can be licensed to others. Copyrights can be registered for proof of ownership, although registration is not required for the rights to exist.

**Enforcement and remedies.** Infringements of the Copyright Law are punishable by criminal sanctions. The rightful copyright holder may also file a claim for damages through the Commercial Court.

**Length of protection and renewability.** Protection lasts for varying periods depending on the nature of the work and the status of the holder (individual or corporate). It may range from 25 to 50 years post-publication, or until 70 years after the creator's death for individual works in literature, drama, music, and arts.

## Other

Indonesia also recognises and protects:

- Integrated circuit layout designs.
- Trade secrets.
- Geographical indications.

## Marketing Agreements

14. Are marketing agreements regulated?

Foreign entities can establish a representative office in Indonesia for marketing purposes, in so far as such representative office does not offer any form of goods or services. Actual sales of goods or services may be conducted through an agency, distributor, or franchise (see below).

### Agency

Agency arrangements in Indonesia are governed by the MOT through MOT Regulation No. 24 of 2021 regarding Commitments for the Distribution of Goods by Distributor or Agent (MOT Reg 24/2021). An agent must be registered and obtain a Registration Certificate (*Surat Tanda Pendaftaran*, or STP), which remains valid for a period of up to two years and is subject to renewal.

Foreign entities (principals) are required to appoint a local agent or distributor to market their goods and services within Indonesia. The agency agreement between the principal and the appointed agent must be notarised in the principal's country of origin and legalised by the Indonesian trade attaché or an equivalent authorised representative at the Indonesian embassy in the principal's country.

### Distribution

Distribution is similarly regulated under MOT Reg 24/2021. Distributors must also be registered and obtain an STP, which is valid for two years and can be extended.

As with agency agreements, foreign entities must appoint a local distributor to market their products in Indonesia. The distribution agreement between the principal and the distributor must be notarised in the principal's country of origin and

legalised by the Indonesian trade attaché or an equivalent authorised representative from the Indonesian embassy in the principal's country.

## Franchising

Franchising is governed under Government Regulation No. 35 of 2024 on Franchises (GR 35/2024). A franchise must be based on a franchise agreement governed and construed by Indonesian law. The franchisor is also required to provide a franchise offering prospectus to the franchisee before the franchise agreement is signed.

In addition, both the franchisor and franchisee are obliged to obtain a Franchise Registration Certificate (*Surat Tanda Pendaftaran Waralaba*, or STPW). The franchisor must secure the STPW prior to entering into a franchise agreement by submitting an application through the OSS system, attaching proof of the franchise offering prospectus. For the franchisee, the STPW must be obtained before commencing franchise business activities by applying through the OSS system and submitting the signed franchise agreement.

## E-Commerce

15. Are there any laws regulating e-commerce?

E-commerce in Indonesia is primarily regulated by Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 1 of 2024 (EIT Law). Additionally, Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (GR 71/2019) and Government Regulation No. 80 of 2019 on Electronic Commerce (GR 80/2019) provide further regulatory frameworks.

GR 71/2019 includes provisions on the use of electronic signatures.

These regulations govern online sales to both consumers and businesses, ensuring compliance with electronic transaction requirements.

16. Are online platforms regulated in relation to their use for marketing/sales purposes?

The MOT issued MOT Regulation No. 31 of 2023 concerning Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Electronic Commerce (MOT Reg. 31/2023). This regulation governs, among other things, the creation of online advertising for marketing or promotional purposes conducted through electronic media and/or electronic communication channels.

In addition to these specific provisions, the general regulatory framework for advertisements (see [Question 17](#)) also applies to marketing and advertising activities carried out via online platforms.

## Advertising

17. How is advertising and sales promotions regulated in your jurisdiction?

### Advertising

Advertising is regulated under various regulations and guidelines, including:

- Indonesian Advertising Code of Ethics (*Etika Pariwisata Indonesia*).
- Law No. 32 of 2002 regarding Broadcasting, as amended by the Job Creation Law.
- Law No. 40 of 1999 regarding the Press.
- Law No. 11 of 2008 regarding Electronic Information and Transactions, as amended by Law No. 1 of 2024 (EIT Law).
- Law No. 8 of 1999 regarding Consumer Protection (Consumer Protection Law).
- GR 71/2019.
- GR 80/2019.
- MOT Reg. 31/2023.
- Each of these laws and regulations applies to different types of advertising media, and they collectively ensure that advertising practices in Indonesia are ethical, truthful, and respectful of local cultural and religious values.

### Digital Advertising

MOT Reg. 31/2023 applies to digital advertising (in addition to the general advertising regulations (see above)).

### Direct Marketing

There are no specific regulations on direct marketing (aside from general regulations (see above)). However, such activity is subject to personal data protection provisions stipulated in various regulations.

### Sales Promotions

There are no specific regulations on promotional offers or prizes (aside from the general regulations (see above)).

## Data Protection

18. Are there specific data protection laws? If not, are there laws providing equivalent protection?

### Data Protection Laws

On 17 October 2022, Indonesia enacted Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), a landmark regulation that aligns Indonesia with international standards on data protection. Its provisions apply to personal data processed through both electronic and non-electronic means, significantly bolstering the country's framework for data protection.

One of the notable features of the PDP Law is the establishment of a new regulatory body, the Personal Data Protection Agency (PDP Agency), which will operate as an independent entity reporting directly to the President.

Beyond the PDP Law, personal data protection provisions are embedded in several other regulations, including the EIT Law, GR 71/2019, and Minister of Communication and Informatics Regulation No. 20 of 2016 on the Protection of Personal Data in Electronic Systems (MOCI Reg. 20/2016) (together with the PDP Law, the PDP Regulations).

**Consent as a fundamental principle.** The PDP Law underscores the principle of consent, which is strictly regulated across the PDP Regulations. Under Articles 22 and 23 of the PDP Law, personal data controllers are required to obtain written or recorded, explicit, and valid consent from data subjects prior to processing their personal data. This principle is similarly reflected in the EIT Law, GR 71/2019, and MOCI Reg. 20/2016, which emphasise that any use of personal information must be based on the individual's consent.

In addition to consent, Article 20(2) of the PDP Law permits data processing in specific circumstances, including when necessary to fulfil contractual obligations where the data subject is a party to the contract, or to meet legal obligations of the controller as stipulated by applicable laws.

**Sanctions for non-compliance.** Non-compliance with the PDP Law can result in severe consequences, including both:

- **Administrative sanctions:**
  - written warnings;
  - temporary suspension of data processing activities;
  - deletion or destruction of personal data; and
  - administrative fines.
- **Criminal sanctions:**
  - fines ranging from IDR4 billion to IDR 6 billion;

- imprisonment from four to six years;
- confiscation of profits or assets gained from illegal activities.

In cases where the offence is committed by a corporation, penalties may be imposed on corporate executives, those in control, those giving orders, beneficiaries, and/or the corporation itself. Corporations may be subject to the following additional sanctions:

- Fines up to ten times the maximum fine imposed on an individual.
- Confiscation of profits or assets gained from criminal activities.
- Suspension of all or part of the corporation's business.
- Permanent prohibition from engaging in certain activities.
- Closure of part or all of the corporation's business premises or operations.
- Imposition of unfulfilled obligations.
- Payment of compensation.
- Revocation of business licences.
- Corporate dissolution.

## Consumer Privacy Laws

The Consumer Protection Law does not specifically address the protection of consumer privacy. However, various sectoral regulations, including those governing e-commerce, health, and financial services, provide explicit protections for consumer privacy. These regulations establish safeguards tailored to the particularities of each sector, ensuring that personal data and sensitive information are handled in accordance with stringent privacy standards. Consequently, while the overarching Consumer Protection Law remains silent on privacy, specific legal frameworks ensure robust protections in key industries.

## Product Liability

19. How is product liability and product safety regulated?

In general, product liability is governed by the Consumer Protection Law. Under this framework, products and services are required to:

Meet specific mandated standards.



Adhere to the descriptions provided on their packaging.

Avoid misleading marketing or advertising practices.

Certain products, such as foodstuffs and pharmaceuticals, are subject to additional regulatory oversight, for example:

- Law No. 17 of 2023 concerning Health.
- Law No. 18 of 2012 regarding Food, as amended by the Job Creation Law.

Additionally, various regulations issued by pertinent authorities, including the Food and Drug Supervisory Agency (*Badan Pengawas Obat dan Makanan*, or BPOM), further delineate compliance requirements.

## Regulatory Authorities

20. What are some of the key regulatory authorities relevant to doing business in your jurisdiction?

### Competition

**Main activities.** The *KPPU* is responsible for regulating and supervising competition in Indonesia. Its activities include monitoring monopolistic practices, unfair business competition, and ensuring a competitive market environment. The KPPU also acts as the merger control agency, reviewing mergers and acquisitions to ensure they do not result in monopolistic practices or unfair competition.

### Environment

**Main activities.** The *Ministry of Environment and Forestry* is responsible for enacting regulations related to environmental management and protection in Indonesia. This includes reviewing and approving environmental impact assessments (*Analisis Mengenai Dampak Lingkungan*, or AMDAL) for various business activities. The ministry's role is essential in ensuring businesses adhere to environmental sustainability standards.

### Financial Services

**Main activities.** The *OJK* regulates and supervises Indonesia's financial services and capital market sector. The OJK oversees banks, insurance companies, capital markets, and non-bank financial institutions. Its duties include protecting consumers, ensuring the stability of the financial system, and enforcing compliance with financial and capital market regulations.

### Other

**Main activities.** The *OSS agency* is the centralised system for integrated business licensing services in Indonesia. It administers investment controls and business licence management and ensures all businesses operating in Indonesia meet the required regulatory standards. The OSS streamlines the business registration process for local and foreign investors.

## Contributor Profiles

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**Professional qualifications.** Indonesia, Advocate; Capital Market Legal Consultant

**Areas of practice.** Corporate law; mergers and acquisitions; foreign investment; banking and finance; insurance; tax law.

**Non-professional qualifications.** LL.M. in International Corporate and Commercial Law, King's College London, 2023

#### Recent Transactions/Activities

- Acted as Indonesian counsel to Shenzhen Mindray Bio-Medical Electronics Co., Ltd. (Mindray) in connection with the acquisition of a 75% equity interest in DiaSys Diagnostic Systems GmbH from Gorka Holding GmbH, through Mindray Medical Netherlands B.V. The acquisition included the subsidiaries of DiaSys, including its Indonesian subsidiary, PT Prodia Diagnostic Line (Proline).
- Advised PT Indosat Tbk on the establishment of a data center joint venture with Indosat subsidiary PT Aplikanusa Lintasarta and BDx Asia Data Center Holdings Pte. Ltd.
- Acted for PT Indo Kordsa Tbk, a leader in tire cord technology, in a merger with its subsidiary PT Indo Kordsa Polyester.
- Acted as Indonesian counsel to American private equity firm Lone Star Funds in the sale of its interest in Altadia Group (Spanish ceramic tile products manufacturer) to global investment firm Carlyle.
- Assisted Restaurant Brands Asia Limited, a listed Indian company that operates major F&B brands, as Indonesian counsel in the acquisition of a controlling stake in PT Sari Burger Indonesia, the franchisee of Burger King in Indonesia.
- Assisted a bidder, a multinational banking and financial services company headquartered in Singapore, with its contemplated acquisition of a controlling stake in one of Indonesia's largest banks by assets.
- Led the SSEK team that advised Malaysian investment holding company RII Holdings Sdn Bhd on its acquisition of a substantial equity interest in a leading Indonesian logistics company.
- Assisted a Japanese manufacturer of motorised vehicles and products in the establishment of a joint venture with a leading Indonesian conglomerate to engage in the web portal business.

**Languages.** English, Indonesian

**Professional associations/memberships.** International Bar Association, Inter-Pacific Bar Association, Indonesian Advocates Association (Peradi), Association of Indonesian Capital Market Legal Consultants (HKHPM).

**Publications**

- *Navigator on Directors' Duties: Climate Risk and Sustainability Disclosures, October 2024.*
- *Corporate M&A 2024 practice guide, published by Chambers and Partners.*
- *Corporate Governance 2024 practice guide, published by Chambers and Partners.*
- *Navigating the Net Zero Transition, December 2023.*
- *Law and Jurisdiction in Insurance and Reinsurance Contracts – Indonesia, August 2023.*

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**Areas of practice.** Corporate law; mergers and acquisitions; foreign investment; trade; banking and finance.

**Non-professional qualifications.** S.H., University of Indonesia, 2017

**Recent transactions/activities**

- Assisting PT Indo Kordsa Tbk as the surviving company and PT Indo Kordsa Polyester as the merging company in a merger to consolidate Kordsa Teknik Tekstil's presence in Indonesia.
- Acting for General Electric as Indonesian counsel in connection with the contemplated global spinoff of three business units.
- Representing Bank Index and its majority shareholders in a rights issue transaction and representing the bank's minority shareholders in selling their direct holdings.
- Representing one of the biggest Indonesian state-owned banks in an IDR3 trillion financing facility to one of Indonesia's largest telecommunications infrastructure providers.

**Languages.** English, Indonesian

**Publications.** *Corporate Governance 2024 practice guide, published by Chambers and Partners.*

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