



November 20, 2018

Private & Confidential

Yustri Mustiana Simanjuntak

Dear Yustri

We are pleased to offer you employment with the **Al Hamra Fort Hotel & Beach Resort LLC** (the "Employer"), currently trading as **Hilton Al Hamra Beach & Golf Resort** (the "Hotel"), on the following terms and conditions (the "Agreement").

1. Position

You will be employed as **Kitchen Operational Intern** reporting to the **Executive Chef** or such other person designated by the Hotel from time to time (your "Manager"). You may be required to undertake other duties or work from other locations from time to time as the Hotel may reasonably require.

2. Date of Employment

Your employment shall start on the date that you report to work, which is expected to be **January 5, 2019** (the "Date of Employment"), and shall continue for a six (6) month period, unless terminated in accordance with the provisions of this agreement.

3. Conditions

Your appointment and continued employment are subject to you passing a medical examination in the United Arab Emirates (the "UAE"), the granting of a UAE employment and residence visa by the appropriate authorities, the receipt of satisfactory references and security clearance, and proof of educational and professional qualifications (if required). This may require you to sign an additional employment contract for the purposes of lodging with the UAE Ministry of Labour.

4. Contract Status

Your position level on a single status.

5. Basic Salary

Your basic salary will be **AED 500.00 (Five hundred United Arab Emirates dirhams)** per month, paid in arrears into a local bank account at the end of each calendar month.

6. Accommodation

You will be provided with accommodation benefits in line with your contract status and the Hotel Accommodation Policy, which may be amended from time to time. Further details of your entitlements under the current policy are provided in the attached Benefits Schedule.

7. Meals

You will be entitled to meals in line with Hotel policy, which may be amended from time to time.

8. Laundry

You will be entitled to reasonable laundry and dry-cleaning of your uniform in line with Hotel policy, which may be amended from time to time. Further details are available from your Human Resources Department.

9. Medical Cover

You will be provided with private medical cover in accordance with the Hotel policy. Further details will be provided by your Human Resources Department. Please note that cover for chronic and/or pre-existing conditions may be subject to restrictions and dental and optical expenses are not included.

10. Life & Accident Insurance

Subject to underwriting requirements, you will be covered for life and accident insurance in line with Hotel and Employer policies. Further details are available from your Human Resources Department.

11. Working Hours

Your normal working hours will be an average of forty-eight (48) hours per week over six (6) days, exclusive of meal breaks as per hotel policy which may be amended from time to time. Please note that working hours are scheduled by the Hotel based on business levels and may be extended. Any additional hours worked will be compensated according to Hotel policy.

12. Annual Leave

You will not be entitled for annual leave.

13. Air Fare

Air fare costs would be under your own expenses

14. Sick Leave

There is no entitlement to paid sick leave during the first three months of employment.

After the first three months of employment, if you are prevented from attending work due to sickness or injury, you will be entitled to sick leave under Labour Law, which is currently as follows:

- a) at full pay for a period of 15 days; and
 - b) at half pay for a further period of 30 days; and
 - c) unpaid for a further period of 45 days;
- for each year of your employment.

Unused sick leave entitlements may not be carried forward to another year of employment and have no cash value at termination of employment. All sick leaves must be processed in accordance with the Hotel's sick leave procedures.

15. Public Holidays

You will be entitled to all public holidays and all days declared by the Government of Ras Al Khaimah or the UAE Ministry of Labour as holidays for the private sector in the UAE, which should be taken as days of when they occur.

Should you be required to work on a public holiday, you will be entitled to additional leave or compensation as per Hotel policy.

16. Consequences of Termination

On termination of your employment, you will be paid all outstanding amounts of salary, allowances and other benefits to which you are entitled, which shall be accrued until your last day of employment (the "Termination Date"), whereupon such entitlements shall cease.

On or before the Termination Date, you must return to the Hotel all items of property belonging to the Hotel that are in your possession or under your control, including any keys, credit cards, passes, computer discs, documents, financial and/or commercial information.

17. End of Service Benefits

You will Not be entitled to any End of Service Benefit.

18. Repatriation

Upon completion of your training period, you would need to make your own repatriation arrangements back to your home country. The company requires seven working days to complete your clearance formalities.

19. Personal Conduct

Personal conduct is particularly important for all team members, who are expected to maintain proper decorum at all times and to abide by the rules and regulations of the Hotel and the United Arab Emirates.

You must not publish or otherwise communicate to third parties any disparaging or derogatory comments whether in writing or otherwise, concerning the Hotel, Employer, Hilton (including its officers, partners, subsidiaries or employees ("Affiliates")) any of their officers or employees or customers or Hotel guests.

20. Health & Safety

It is your responsibility to fulfil your obligations under the Hotel policy in the following respects:
to take reasonable care for your own health and of persons who may be affected by what you do (or do not do) at your place of work; and
to co-operate with the Hotel, Employer, Hilton and Affiliates within the respective groups in the effective implementation and maintenance of any rule, regulation or instruction for the safety, health and welfare of fellow team members or customers.

You must ensure that your responsibilities are carried out within the Hotel's Health, Safety and Fire Policies.

21. Personal Property

Neither the Hotel nor the Employer, nor any company within the respective groups, accept any responsibility for your personal property that may be lost, stolen or damaged within the Hotel or elsewhere, and you should ensure that you have adequate personal insurance for your personal property.

22. Data Protection

The Employer, Hotel and Hilton hold information relating to you. By signing this agreement, you consent to the Hotel, Employer, Hilton and Affiliates, to process manually or electronically your personal data offshore, in the UK, US and/or in the United Arab Emirates for the purposes of the administration and management of your employment and/or the Employer's business.

"Processing" includes obtaining, recording, holding or disclosing information or data and carrying out operations on the information or data.

"Personal data" includes information held by the Employer or Hilton and its Affiliates as to your physical or mental health, the commission or alleged commission of any offence by you and any proceedings for such an offence (including the outcome or sentence in such proceedings), your political opinions, religious or similar beliefs, sexual orientation.

You consent to Hilton and Affiliates monitoring its communication and electronic equipment including, without limitation, Hotel telephone, facsimile and e-mail systems, information stored on the Hotel's computer equipment (including all electronically stored information that are the property of the Hotel) and recordings from the Hotel's closed circuit television cameras.

To ensure that these records are accurate you are required to notify your HR department of any changes to personal information as soon as possible, such as change of bank details, marital status, etc. The Employer cannot accept liability where no written notification of a change has been received.

23. Confidentiality

Except as required for the proper performance of your duties or as expressly authorised by your Manager, you must not use or disclose to any person outside the Hotel, Hilton or its Affiliates any information relating to the business affairs or trade secrets of the Hotel, Employer, Hilton or its Affiliates that are of a private or confidential nature. This includes any information relating to a guest staying at the Hotel which comes to your knowledge during the course of your employment.

This restriction also applies after the termination of your employment without time limit but will cease to apply to information that may come legitimately into the public domain.

Except as may be necessary for the proper performance of your duties, you must not make contact with or communicate with any members of the press or media or anyone so connected on behalf of the Hotel, Hilton or its Affiliates unless you have obtained the prior written permission of your Manager.

24. Conflicts of Interest

a) Restriction on other activities

During your employment you must obtain the written consent of the Hotel before engaging in any business, activity or occupation outside your normal working duties.

In the event that any restriction defined in the sub-clauses below shall be found to be void which would be valid if some part thereof were deleted, such restrictions shall apply with such modification as may be necessary to make them valid or effective.

b) Outside Business Interests

During your employment, you may not undertake any other paid employment within or outside working hours without the prior written permission of the Hotel.

You are not permitted to have any interest in any business or undertaking that might interfere with the performance of your duties or cause a conflict of interest. If you are uncertain whether or not this may be the case you must seek guidance from your line manager.

c) Customers

You agree that you will not, on your own account or for any other person, firm, corporation or company, for a period equal to your notice period after date of termination of your employment, however caused, directly or indirectly solicit or attempt to solicit business from or engage in business with any individual, firm or company who, within the period of one year before the termination of your employment, had been a customer and/or business partner whom you had introduced to the Hotel, Hilton or any associated or subsidiary company or with whom you had been actively engaged or involved by virtue of your duties at any time within that period. Nor during this period will you interfere or attempt to interfere with the existing business or trade relations between any client, customer or supplier and the Hotel, Hilton or any associated or subsidiary company.

d) Inventions & Designs

Any invention, design, trade mark or copyright work made, discovered or produced by you in the course of your employment in connection with or that is capable of being used in connection with the business of Hilton, or any associated or subsidiary company, shall forthwith be disclosed to Hilton and will belong to Hilton. You agree that you will, at the request and reasonable expense of Hilton, sign all such documents and perform all such acts as may be required fully to vest all such rights in Hilton or its nominee.

e) Employing Relatives

Close relatives should not be employed in any situation where one would be responsible for managing, auditing or authorising the work of the other. This also applies to personal relationships that may develop in the work place; here the Hotel reserves the right to transfer one or both of the employees to suitable alternative places of work.

25. Changes to Agreement

The Agreement replaces any previous employment agreements that may have been in existence between you and the Employer and/or any Hilton group company. The Employer reserves the right to make reasonable changes to any of the terms of this Agreement. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

26. Company Policies & Procedures

Your employment is subject to the policies, procedures, rules and regulations of the Hotel and Hilton, as amended from time to time.

27. Restrictive Covenants

Hilton does not condone or encourage any breach of any of your existing and/or future restrictive covenant obligations to your current/previous employer(s), and any offer of any employment by Hilton is subject to you being clear of any such obligations. Hilton discourages, and will not assist, support or condone any attempt by you to circumvent unlawfully your restrictive covenant obligations to your current/previous employer(s).

In addition, you must advise us about any restrictive covenants that might apply to you during your employment with Hilton. With acceptance of this offer, you warrant and confirm that you are free to work for and fulfil your employment obligations to Hilton without breaching any other prior contract(s), arrangement(s) or agreement(s) to which you are or may be bound (including but not limited to any

restrictive covenant arising out of employment with any former employer).

28. Governing Law

This Agreement and your employment with the Employer are governed by and shall be interpreted in accordance with the provisions of UAE Federal Law No. 8 of 1980, as amended (the "Labour Law") and the other laws in force in the Emirate of Ras Al Khaimah.

Please sign two copies of this Agreement and initial the bottom right hand corner of each page to signify your acceptance of this offer. Please retain one original copy for your reference and return one copy to the HR Department within three (3) working days. If confirmation of acceptance is not received within this time, this offer may be considered null and void.

Should you have any queries, the Human Resources Department will be delighted to assist, and can be contacted on 00971 (0)7 244 6666 or Shalaka.Asokan@Hilton.com.

Yustri, we look forward to receiving your acceptance of our offer and welcoming you to the team.

Yours sincerely
For and on behalf of the Government of Ras Al Kahimah

Human Resources Manager

Finance Manager

General Manager

I agree to and accept the terms and conditions of employment set out in the letter to me from the Government of Ras Al Khaimah dated November 20, 2018.

I hereby give consent for my personal details to be held on record for the purposes of personnel records, salary and benefits details, and career and management development purposes.

Signed: _____ Date: _____
Yustri Mustiana Simanjuntak

Benefits Schedule: Single

This schedule provides an illustration of the benefits entitlements under current Hotel policies. Please note that these policies and entitlements are subject to review and may be amended from time to time at the sole discretion of the Hotel.

Further details are available from your Human Resources Department:

Accommodation	Furnished accommodation plus reasonable utilities will be provided in Hotel team member accommodation. This is currently a Sharing Room . Transport is provided between team member accommodation and the Hotel. Please refer to the Hotel Accommodation Policy for further details.
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Lampiran Hilton Ras Al Khaimah, UAE

No	Periode	Jumlah	NIM	Nama mahasiswa
1	Januari - Juli 2019	1	2017030029	YUSTRI MUSTIANA SIMANJUNTAK