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Implementation of Partnership Principles in Standard Agreements and Legal Protection of Pt. Maxim Indonesia's Driver Partners in East Kalimantan

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***Abstract**. This research is motivated by the change of the modern work system into an application-based economy (gig economy), which turns out to cause legal problems in the partnership agreement between PT. Maxim and online motorcycle taxi drivers in East Kalimantan. The imbalance of bargaining positions in this agreement makes drivers lose their freedom fairly, even though this equality is required by Law Number 20 of 2008 concerning MSMEs. The purpose of this study is to find out, review and analyze the implementation of the partnership principle in the standard agreement between PT. Maxim Indonesia and drivers in East Kalimantan, to find out, review and analyze the clauses in the standard agreement between PT. Maxim Indonesia and online motorcycle taxi drivers in East Kalimantan whether they have fulfilled the principles of partnership, and to find out, review and analyze the legal protection of drivers with PT. Maxim Indonesia as a result of the imbalance in the standard partnership agreement in East Kalimantan. The research method used is an empirical juridical legal method with analytical descriptive specifications. The data used are primary and secondary data, including primary legal materials, secondary legal materials, and tertiary legal materials. Primary data collection methods include observation and interviews, and secondary data collection through document studies and literature studies. Data analysis methods use qualitative analysis methods. The results of the research and discussion obtained that the implementation of the partnership principle in the standard agreement of PT. Maxim Indonesia with drivers in East Kalimantan has distorted the principle of freedom of contract because the absolute agreement mechanism (take it or leave it) gives rise to abuse of circumstances (misbruik van omstandigheden) which reduces the driver's position to a pseudo partnership (bogus self-employment); the clauses in the standard agreement between PT. Maxim Indonesia and online motorcycle taxi drivers in East Kalimantan have fulfilled the principles of partnership but it turns out that it has not been proven, the agreement actually failed to fulfill the mandate of Law Number 20 of 2008 by violating the principle of mutual benefit through the dominance* *of exoneration clauses, annulling equality due to absolute control of the algorithm, and violating the principle of mutual trust due to the non-transparency of fares (black box algorithm); and legal protection of drivers with PT. Maxim Indonesia as a result of the imbalance in the standard partnership agreement in East Kalimantan is still very weak, asymmetrical, and reactive, which is characterized by the failure of preventive protection due to the absence of verification of the substance (ex-ante) of the contract by state authorities, as well as the deadlock of repressive protection, so that it is urgently needed to intervene in the standardization of the Master Agreement by a Notary and regulatory recognition for dependent contractors.*

Keywords: *Agreements; Drivers; Partnership; Principles; Standard.*

1. Introduction

The dynamics of the global economy in the Industrial Revolution 4.0 era have undergone a massive transformation through the emergence of the sharing economy model, more specifically known as the gig economy. This phenomenon has shifted people's work habits from conventional to technology-based partnerships, where digital platforms act as intermediaries connecting individual service providers with consumers. In Indonesia, the penetration of this business model is particularly significant in the ride-hailing sector. One business entity dominating this market, particularly in East Kalimantan, is PT Teknologi Perdana Indonesia, which operates under the trade name Maxim. This dominance is inseparable from its competitive pricing strategy compared to other competitors, which has shaped strong consumer preferences in the region.[1]

Maxim's significant bargaining position was confirmed through market dynamics in mid-2025, where there was a tariff regulatory intervention by the local government through Governor's Decree Number 100.3.3.1/K.281/2025 concerning the Determination of Special Charter Transportation Tariffs in East Kalimantan Province. This policy had a direct impact on service demand at the driver level, indicating the high dependence of the local transportation ecosystem on the applicator. However, this tariff setting also created a dilemma for online drivers, where on the one hand, cheap rates attracted customers, but on the other hand, drivers' net income was increasingly eroded below the eligibility standard due to commission deductions and high operational costs.[2]

[1] R. Subekti. 2010. Contract Law. Intermasa. Jakarta p. 12
[2] Mariam Darus Badrulzaman. 2001. Compilation of Contract Law. Citra Aditya Bakti. Bandung p. 86

This partnership model is formally based on the principle of freedom of contract, a fundamental principle of Indonesian civil law as stipulated in Article 1338 of the Civil Code. This principle grants the parties the freedom to enter into any agreement they wish, as long as it does not conflict with the law, morality, or public order. However, the implementation of this principle in practice in the relationship between Maxim and drivers raises complex legal issues. The agreement used is a standard contract, where driver partners are faced with a 'take it or leave it' position, with no room for negotiation. This condition doctrinally indicates an abuse of the situation (*misbruik van omstandigheden*) due to the extreme inequality of bargaining power. The requirement of pure agreement (free will) in Article 1320 of the Civil Code has been reduced to mere formal administrative compliance due to economic pressures and the drivers' living needs.[3]

The issue becomes even more crucial when faced with another legal framework that specifically regulates partnerships, namely Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises. This law exists as a manifestation of the state's responsibility to protect vulnerable small business actors from exploitation by large business actors, by defining partnerships as cooperation based on the principles of mutual need, trust, strengthening, and benefit. Article 26 of Law Number 20 of 2008 concerning MSMEs requires equal legal standing (equal footing) between the partnering parties. However, Maxim's working relationship pattern actually places the applicator company as a subordinate party with absolute authority to determine rates, impose algorithmic sanctions, and even terminate partnerships unilaterally without any room for self-defense for driver partners.[4]

This gap between legal idealism (*das sollen*) and practical reality (das sein) has given rise to social unrest in East Kalimantan. Various media reports have documented a series of demonstrations by hundreds of Maxim driver-partners in front of the East Kalimantan Governor's Office. These demonstrations were triggered by company policies deemed detrimental, such as setting fares inconsistent with regional government regulations and unilaterally closing certain services (such as Maxim Cargo/Baggage) without prior discussion with partners. These incidents provide irrefutable empirical evidence that the existing legal relationship does not reflect the principles of mutual benefit and equality as mandated by Law Number 20 of 2008.[5]

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[3]Sutan Remy Sjahdeini. 1993. Freedom of Contract and Balanced Protection for Parties in Bank Credit Agreements in Indonesia. Indonesian Bankers Institute. Jakarta p. 45

[4]Rachmadi Usman. 2019. Micro, Small, and Medium Enterprise Law. Sinar Grafika. Jakarta, p. 120

[5]Kompas.com. August 20, 2025. 'Hundreds of Maxim drivers demonstrate in front of the East Kalimantan Governor's Office, demanding the reopening of this service', Kompas.com,https://regional.kompas.com/read/2025/08/20/115821378/ratusan-driver-maxim-demo-di-depan-kantor-gubernur-kaltim-tuntut-pembukaan, accessed July 26, 2026

This situation has clearly created a legal vacuum that places driver-partners in a position of extreme disparity. This legal relationship does not fulfill the elements of 'work, wages, and orders' cumulatively, so that partners do not receive the protection of normative rights as workers under Law Number 13 of 2003 concerning Manpower. However, on the other hand, the title of 'partner' they hold does not reflect equality of status. According to Satjipto Rahardjo, the law is not created to operate in a vacuum, but must be present to provide protection to the weaker parties so that they do not become victims of exploitation in unequal commercial relationships. Therefore, state intervention through coercive regulations (*dwingend recht*) is absolutely necessary to balance the positions of the parties. This is in line with Gustav Radbruch's theory of three basic legal values: Justice (*Gerechtigheid*), Benefit (*Zweckmassigkeit),* and Legal Certainty (*Rechtssicherheit*). Current online motorcycle taxi partnerships tend to only pursue economic benefits for the applicator, while ignoring the aspect of justice for partners and legal certainty regarding their status.[6]This is where the role of Public Officials (Notaries) and the intervention of local government regulations becomes crucial to audit the substance of standard partnership agreements so as not to harm driver partners who are in a weak bargaining position.[7]

2. Research Methods

This research uses an empirical juridical approach (Socio-Legal), a legal research method that examines applicable legal provisions and their real application in society. This approach views law not only as written texts or norms (law in books), but as social behavior that is influenced by various aspects of life and interacts in real society (law in action). This sociological approach was chosen because the characteristics of the problem being studied dissect the gap between the standard partnership agreement document owned by PT. Teknologi Perdana Indonesia (Maxim) and Law Number 20 of 2008 concerning MSMEs, as well as the real conditions of the implementation of PT. Maxim's partnership with drivers in East Kalimantan.[8]

The specification of this research is descriptive analytical, namely describing or depicting data obtained from observations, interviews, field notes, and documents or archives, then analyzed to provide a comprehensive picture of the problem. This research relies on qualitative data, which is presented in the form of verbal words, not in the form of statistical figures. Data sources are divided into two, namely primary data and secondary data. Primary data was obtained directly from the research location through field research in the areas of

[6]Satjipto Rahardjo. 2000. Legal Science. Citra Aditya Bakti. Bandung p. 55
[7]Gustav Radbruch. 2002. Unveiling the Veil of Law. Mount Agung. Jakarta, p. 37
[8]Soerjono Soekanto. 2012. Principles of Legal Sociology. Rajawali Press. Jakarta, p. 50

Samarinda and Balikpapan, which are the main operational centers of PT. Maxim in East Kalimantan.[9]

Determination of field samples using the Non-Probability Sampling technique of Purposive Sampling type, with the following criteria: driver partners who have been actively operating for more than one year, have a high economic dependence on this profession, and have experienced disputes or received sanctions in the form of account blocking (suspension). In-depth interviews were conducted with key informants, namely Mr. Thalib as Chairman of the United East Kalimantan Partner Alliance and Mr. Heru Santoso as Head of the Traffic and Road Transportation Division of the East Kalimantan Provincial Transportation Agency. Secondary data was explored through primary legal materials (the 1945 Constitution, the MSME Law, the Civil Code, the LLAJ Law, the Minister of Transportation Regulation PM 118/2018), secondary legal materials (the opinions of legal experts R. Subekti and Mariam Darus Badrulzaman, books, scientific journals), and tertiary legal materials (legal dictionaries and encyclopedias). Data analysis was carried out qualitatively by applying the interactive analysis model (Interactive Analysis Model) from Miles and Huberman, including data reduction, data display, and drawing conclusions using deductive reasoning to find credible legal truth.[10]

3. Results and Discussion

3.1. Implementation of the Partnership Principle in the Standard Agreement of PT. Maxim Indonesia in East Kalimantan

In the Indonesian civil law system, every agreement is subject to the principle of freedom of contract as embodied in Article 1338 paragraph (1) of the Civil Code. This principle provides broad autonomy for legal subjects to determine the form, content, and scope of the agreement, as long as it does not conflict with public order, morality, and is not prohibited by law. However, the validity of this principle absolutely depends on the fulfillment of the pillar of consensualism in Article 1320 of the Civil Code, namely the existence of a free agreement (*toestemming*) without distortion of will defects (*wilsgebrek*). The implementation of the online motorcycle taxi partnership between PT Teknologi Perdana Indonesia (Maxim) and drivers in East Kalimantan relies on an electronic agreement architecture in the form of a standard contract or standard contract whose contents have been standardized and set out in an electronic form. Agreement is represented through a click-wrap agreement mechanism, where

[9]M. Fajar ND and Yulianto Achmad. 2010. Dualism of Normative & Empirical Legal Research. Pustaka Pelajar. Yogyakarta p. 95

[10]Lexy J. Moleong. 2017. Qualitative Research Methodology (Revised Edition). PT Remaja Rosdakarya. Bandung p. 48

prospective partners are required to press a virtual approval button as an absolute prerequisite for opening account access on the application system.[11]

From a formal legal perspective, the validity of this agreement model has been accommodated by the national cyber legal framework, namely the Electronic Information and Transactions Law. However, this formal validity faces a tough test when confronted with sociological realities on the ground. Field findings from interviews with driver-partner representatives revealed that the lengthy partnership agreement text, thick with technical legal terminology, is generally only skimmed by prospective partners. This is exacerbated by the nature of the contract itself, where partners explicitly acknowledge that the agreement's contents are absolute and leave no room for negotiation. Regarding negotiation space, partners firmly responded, "No, changes are only unilateral without involving the partner." This lack of bargaining space is a concrete form of abuse of circumstances (*misbruik van omstandigheden*) that violates the purity of consensualism because the agreement is based on an inequality of bargaining power and the pressure of economic pressure.[12]

This take-it-or-leave-it mechanism creates an asymmetrical legal relationship. The perspective of the regulator, in this case the East Kalimantan Provincial Transportation Agency, also confirms this. The Transportation Agency stated that although the regulator views the "click agreement" as formally valid, when the agreement is born in a climate of unequal bargaining power or economic pressure, state instruments tend to focus on its substantive fairness. Ironically, however, state instruments have not taken concrete steps at the outset. The East Kalimantan Transportation Agency admitted that it did not conduct any substantive verification or material audit of the applicator's draft standard agreement before the entity began operating in East Kalimantan. This gap in ex-ante oversight legitimizes the one-sided contract architecture. As a result, drivers are reduced to mere "subordinates fully controlled by the application." This lack of independence is evident in their lack of freedom to freely accept or reject orders, where order cancellations are immediately responded to by the system through algorithmic sanctions. This strict control pattern indicates the existence of a hidden employment relationship or dependent employment (pseudo partnership) which deviates from the essence of independent partnership according to Law Number 20 of 2008 concerning MSMEs.

[11]Edmon Makarim. 2013. Notaries and Electronic Transactions: A Legal Study on Cybernotary or Electronic Notary. Rajawali Pers. Jakarta, p. 112
[12]Agus Yudha Hernoko. 2010. Contract Law: The Principle of Proportionality in Commercial Contracts. Kencana Prenada Media Group. Jakarta, p. 102

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3.2. Do the Clauses in the Standard Agreement Between PT. Maxim Indonesia and Drivers Fulfill the Principles of Partnership?

Based on Article 1 number 13 of Law Number 20 of 2008 concerning MSMEs, a partnership agreement is imperatively defined as cooperation in business relations based on the principles of mutual need, trust, strengthening, and benefit. Therefore, the validity of a partnership agreement is not only tested formally, but also from the conformity of the substance of its clauses to the principles of distributive justice and equality of position. Analysis of the document 'License Agreement' or End User License Agreement owned by PT. Maxim Indonesia (PT Teknologi Perdana Indonesia) revealed a number of serious distortions of these partnership principles. The first distortion lies in the violation of the principles of mutual benefit and risk sharing through excessive exoneration clauses. In the Maxim License Agreement Section IV.6, Maxim unilaterally delegates all responsibilities by stating that the company is not responsible for operational disruptions, partner losses, lost profits, or damage caused to third parties by partners due to the use of the application.[13]

This disclaimer is further emphasized in Section XII, Points 2 and 3, where Maxim refuses to bear any costs or compensation for losses to third parties or partners. This undermines the theory of risk sharing, which requires a proportional distribution of the risk burden based on each party's contribution.[14]Empirical reality proves that driver-partners shoulder the entire operational burden alone, such as fuel costs, vehicle maintenance, the risk of accidents, and financial losses due to fictitious orders (reimbursements are often unilaterally rejected by applicators for administrative reasons). Applicants collect a constant fixed commission, while operational losses are reduced to the individual pain of the driver-partners.

The second distortion lies in the violation of the principles of equal footing and business independence. Although Maxim claims to be solely a software platform provider (Part I, Number 2), in practice, it exercises very strict and binding algorithmic control. Through Part IV.2 (c, d, g, i), Maxim claims absolute prerogative to unilaterally suspend or block access to the application for any reason deemed reasonable by the company. Drivers do not have the freedom to freely refuse orders like independent entrepreneurs. Order rejections are automatically subject to algorithmic sanctions in the form of a decrease in order acceptance priority. This confirms the existence of a pseudo-partnership (bogus

[13]Sutan Remy Sjahdeini. 1993. Freedom of Contract and Balanced Protection for Parties in Bank Credit Agreements in Indonesia. Indonesian Bankers Institute. Jakarta p. 142
[14]Gunawan Widjaja. 2003. Business Law Series: Partnerships. RajaGrafindo Persada. Jakarta, p. 68

self-employment) or dependent employment that places drivers as subordinates fully controlled by the application engine.[15]

The third distortion lies in the violation of the principle of fiduciary duty through tariff transparency (black box algorithm). In Section V of the Agreement, Maxim acts as the agent receiving the money, but does not provide transparency regarding the details of the gross tariffs paid by customers to the applicator. Drivers are only presented with information about net income on the app screen, without knowing the exact amount of commission deducted by Maxim. This lack of information undermines the principle of good faith and raises suspicions that undermine the foundation of a healthy partnership.[16]The fourth distortion is the economic coercion disguised as social concern in Section IX on YPSSI Donations, where acceptance of the terms of the agreement by partners is automatically interpreted as 'voluntary consent' to regularly debit personal balances for foundation donations. The cancellation (opt-out) procedure is deliberately complicated by a 7-day written bureaucracy at the branch office, which is a manifestation of abuse of circumstances (*misbruik van omstandigheden*) to maintain the flow of massive unilateral deductions.

Comparison of Law No. 20 of 2008 concerning MSMEs with the Provisions of the Maxim License Agreement

Principle of Mutual Benefit and Sharing of Risk	Section IV.6 and Section XII.2: Maxim disclaims all liability for compensation for damages, loss of profits, financial losses of third parties, or material losses of partners.	Driver partners bear all vehicle maintenance and fuel costs, and cover the difference in accident insurance coverage if the app's limits are exceeded. Claims for fictitious orders are often rejected.	Highly Unsuitable. There is a massive imbalance in risk allocation. Applicants collect fixed profits (royalties), while partners exploit their personal assets to cover all operational loss risks.
The Principle of Equal Footing and Business Independence	Section IV.2 (c, d, g, i): Maxim has absolute authority to suspend, block access to the application (suspend), and dictate service rules for any reason deemed reasonable by the company.	Strict algorithmic controls are in place. Frequent order cancellations will result in system sanctions. The East Kalimantan Provincial Transportation Agency views this as an indication of dependent employment.	Inappropriate. Contains very strong elements of command and subordination, which are the main characteristics of employment (labor) relations, thus invalidating the essence of independent business partnerships.
Principle of Mutual Trust (Fiduciary Duty and Information Transparency)	Part V: Maxim acts as an agent to receive money from customers. The royalty amount is determined unilaterally for each order and is claimed to be subject to	There is no transparency regarding the gross rates paid by customers to Maxim. The algorithm divides partners into priority and regular systems, fueling income	Inappropriate. Ignoring the obligations of good faith and transparency through an arbitrary algorithmic black box mechanism.

[15]International Labor Organization (ILO). 2021. World Employment and Social Outlook 2021: The Role of Digital Labor Platforms in Transforming the World of Work. International Labor Office. Geneva p. 45
[16]Gunawan Widjaja. 2014. Contracts from Agreements. Rajawali Press. Jakarta p. 90

	reduction during promotions.	inequality.	
Principle of Freedom of Contract (Free Consensualism without Defect of Will)	Section IX: Partners are constructed to voluntarily agree to regular balance deductions for YPSSI donations upon registration. Cancellation requires a 7-day written notification at the office.	Approval of the application is final (take it or leave it). Drafts are non-negotiable and are only skimmed due to pressing economic needs.	Inappropriate. There is a flaw in the will in the form of an abuse of circumstances (Misbruik van Omstandigheden). The deliberately difficult opt-out option indicates a subtle attempt to coerce consent.

3.3. Legal Protection for Drivers with PT. Maxim Indonesia as a Result of Imbalances in the Standard Partnership Agreement in East Kalimantan

The lack of structural equality in the standard agreements implemented by PT. Maxim naturally creates a legal vacuum (vacuum of norms) that endangers the survival of online motorcycle taxi drivers. The absence of formal worker status revokes partners' essential rights to guaranteed minimum wages, holiday allowances, comprehensive social security for workers, certainty of working hours, and termination compensation (PHK). On the other hand, the label of 'micro business partner' attached to them turns out to be merely a legal fiction, because the reality of algorithms does not grant them the autonomy of an independent ruler. In the Indonesian legal system, the right to social security is not an optional economic commodity, but rather a constitutional right inherent in every individual. Article 28H paragraph (3) of the 1945 Constitution explicitly states that everyone has the right to social security that allows for the full development of oneself as a dignified human being.[17]

This constitutional mandate is reinforced by Article 34 paragraph (2) of the 1945 Constitution which imposes responsibility on the state to develop a social security system for all people and empower the weak and underprivileged. However, Maxim's unilateral contractual classification, which places drivers solely as 'independent partners', implies the company's abdication of responsibility in providing social security. Based on the Minister of Manpower Regulation Number Per-24/MEN/IV/2006 concerning Guidelines for the Implementation of the Social Security Program for Workers Outside of Employment Relations (TK-LHK), drivers are forced to register their membership independently and pay voluntary contributions of Rp. 16,800 per month for two basic programs, namely Work Accident Insurance (JKK) and Death Insurance (JKM). This legal construction is very unfair to drivers who bear high risks on the highway individually for the sake of accumulating profits for the applicator corporation. Referring to the theory of legal protection developed by Philipus M.

[17]Amin Purnawan and Siti Umm Adillah. Analysis of the Fulfillment of Labor Social Security as a Work of Legal Protection, Journal of Morality and Legal Culture Vol 1, No 1 (2020) p. 34

Hadjon, legal protection instruments for citizens facing more powerful entities are always divided into two dimensions: preventive legal protection and repressive legal protection. In East Kalimantan, both dimensions of protection remain very weak, asymmetrical, and reactive.[18]

Preventive legal protection has failed because the East Kalimantan Provincial Transportation Agency, as the regulatory authority, never conducted a substantive verification or material audit (ex-ante) of the clauses in Maxim's standard agreement before the Special Chartered Transportation (ASK) operational permit was granted based on PM 118/2018. The state's oversight function is limited solely to formal administrative requirements (vehicle quotas, vehicle roadworthiness, and general service standards), because it is fixated on the classic paradigm that partnership contracts are purely civil (private) legal matters that fall outside the jurisdiction of government intervention. As a result, applicators have unlimited freedom to design exploitative contracts. On the other hand, repressive legal protection has hit a dead end that is systemically engineered. The resolution of individual disputes, such as unilateral suspensions, is only facilitated through the application's internal helpdesk or customer service, which is rife with conflicts of interest (the applicator acts as a rule maker, sanction enforcer, and appeals judge all at once). This lack of an impartial appeals process aligns with Fair work Indonesia 2025 research findings, which ranked Maxim with a very low fairness score for account suspension decisions (0-2 out of 10). Local government intervention is also elitist and only works when triggered by the threat of social instability (protest-driven policy) through reactive mediation during large-scale demonstrations.[19]

As a solution to restore contractual justice and protect drivers, progressive legal engineering is needed. The national legal system must move beyond the conventional industrial binary dichotomy (subordinate worker vs. independent entrepreneur) by legalizing the legal status of a third worker category, namely Dependent Contractor or Platform Worker. Recognizing this hybrid status will create an adaptive hybrid protection regime, where drivers still enjoy flexible working hours but imperatively obtain basic normative rights, such as full work accident insurance covered by the applicator, transparent royalty calculations, commission determination based on a living wage, and the obligation to provide affordable and expeditious external dispute resolution facilities.

[18]Philipus M. Hadjon. 1987. Legal Protection for the People in Indonesia. Bina Ilmu. Surabaya, p. 38
[19]Edmon Makarim. 2013. Notaries and Electronic Transactions: A Legal Study on Cybernotary or Electronic Notary. Rajawali Pers. Jakarta, p. 150

3.4. The Role of Notaries and the Construction of Partnership Cooperation Agreement Deeds (Master Agreements)

As a legal antithesis and comprehensive preventive protection recommendation, this study constructs the obligation of Public Officials (Notaries) to intervene in the process of drafting digital partnership contracts. The notary profession has a noble duty to formulate the free will of the parties into an authentic framework that is free from defects of will, preventing abuse of circumstances (*misbruik van omstandigheden*), and ensuring a balance of position. The role of Notaries as representatives of the state in the private legal realm is crucial to standardize Master Agreements for application companies (Cyber-Notaries) before the agreement format is uploaded into the online application system. Notaries are obliged to audit, select, and amputate exoneration clauses that absolutely transfer the obligations of the applicator, and ensure that the distribution of profits and risks is in line with Law Number 20 of 2008 concerning MSMEs.

4. Conclusion

The implementation of an electronic partnership agreement in the form of a click-wrap agreement between PT Teknologi Perdana Indonesia and driver-partners in East Kalimantan has been proven to distort the essence of the principle of freedom of contract. The mechanism of accepting a standard contract that is absolute (take it or leave it) eliminates the bargaining position of drivers, so that the agreement given is not a manifestation of free will, but rather a form of abuse of circumstances (*misbruik van omstandigheden)* triggered by pressing economic needs. This condition significantly reduces the status of the partnership to a pseudo-partnership (bogus self-employment) or disguised employment relationship (dependent employment), where partners are alienated from their independence and positioned as subordinates subject to the strict control of the application algorithm.

Substantially, the clauses in the Maxim License Agreement are confirmed to not fulfill the partnership principles mandated by Law Number 20 of 2008 concerning MSMEs. The principles of mutual benefit and proportionality are massively violated through the dominance of exoneration clauses (Section IV.6 and Sections XII.2, XII.3) which release all responsibilities of the applicator while burdening losses and operational risks entirely on the driver. Furthermore, the principle of equal footing is annulled by Maxim's absolute authority to dictate rules and impose sanctions in the form of unilateral account blocking (suspension) (Section IV.2), while the principle of mutual trust (fiduciary duty) is eroded by the lack of transparency in tariffs and royalty deductions through a black box algorithm mechanism (Section V). This imbalance is further evident with the forced approval under the guise of foundation donations (Section IX) which deducts from partner balances without an easy and transparent rejection option.

The legal protection infrastructure for driver-partners, as a result of this imbalance, has proven to be very weak, asymmetrical, and reactive. Preventive legal protection has failed because the East Kalimantan Provincial Transportation Agency never conducted a substantive verification or material audit (ex-ante) of the draft applicator agreement before the operational permit was granted. At the same time, repressive legal protection has stalled due to an internal appeals mechanism that is completely controlled by the applicator and is rife with conflicts of interest, while regional government intervention only occurs in an elitist manner when triggered by an escalation of mass demonstrations (protest-driven policy). As a solution, standardization of partnership documents by Notaries through the creation of Master Agreements that uphold the principle of balance is needed, as well as improvements to national regulations that formally backseat the legal status of Platform Workers as Dependent Contractors.

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