



## **ONSITE ASSIGNMENT CONTRACT**

Attn.: This contract is valid along with Employment Contract from ZRIYA DIGITAL SOLUTIONS PVT LTD

Employee Name: Chandru Shanmugam

Dear Colleague,

Sub: Your Onsite Assignment for execution of the order received from M/s. ZRIYA SOLUTIONS AB, Västerås, Sweden.

We are pleased to inform you that our company has selected you for an on-site assignment to Sweden for an undetermined term for an assignment received by ZRIYA DIGITAL SOLUTIONS PVT LTD, India from: -M/s. ZRIYA SOLUTIONS AB, Sweden, on the terms and conditions established below.

Upon acceptance of this offer, this letter will record the terms and conditions of your contract of employment with us (THE CONTRACT).

### **1. PLACE AND NATURE OF WORK:**

You will be working and executing the contract in the office space provided by the CLIENT, under the control and supervision of ZRIYA SOLUTIONS AB's Sweden Office. Your responsibility during the period of onsite assignment shall be to execute assigned projects/activities and other allied work related to engineering business/contract of the company.

### **2. WORKING HOURS:**

You will follow the normal working hours as applicable to your place of work, about 40 hours per week. You will be eligible for leave according to the Swedish Annual Leave Act (1977:480), which states that the employee is entitled to 25 days of annual leave. The public holidays to be followed during the assignment are the Public Swedish holidays.

### **3. TOTAL PAY IN Sweden:**

You will be eligible for the salary as mentioned in Section 7, which is only applicable for the duration of the Assignment in Sweden. At the commencement of the Assignment, the salary will be paid monthly.

If the assignment in Sweden ends and/or you return to India, you will be eligible only for the salary determined by the salary structure prevailing in India.

Any movement proposal for a new position, company, or location must be requested by the employee or their direct manager and will require the approval of Zriya Digital Solutions for the processing of the corresponding work permit.

Movements to another position, company, or location within the same country, if approved by the company, will imply the modification of the applicable permits and administrative components.

If the employee decides to terminate their employment with Zriya Digital Solutions during the first 24 months to make any job changes, it will result in the automatic termination of their work permit. Therefore, they must process a new work permit on their own.

#### **4. TAXES & SOCIAL SECURITY:**

The Company operates within strict compliance guidelines and you are obliged to be fully compliant with the regulations of the Host Country during the Assignment (and any period of time thereafter as a result of the Assignment to the Host Country). The taxes and Social Security employee contribution, if any, applicable on the above stated income will be borne by you. You will also be required to file your own Income tax returns. The company will deduct such amounts from your compensation and pay these amounts to the appropriate taxation agencies. Where applicable, this may also include tax levied on personal as well as employment related income and benefits.

#### **5. INITIAL ADVANCE:**

At your request, ZRIYA DIGITAL SOLUTIONS PVT LTD may provide you an advance of SEK 20.000 which will be paid to you after your arrival for your assignment in the host country. This will be recovered from you in three equal installments from your payroll.

**6. ALLOWANCE AND REIMBURSEMENT FOR OUTSTATION TRAVEL:**

For any travel upto 30 days while on assignment, the allowances and reimbursements will be governed by the applicable policies of the Company. It is your personal responsibility to observe strictly all foreign exchange and other regulations prevalent in Indian / overseas locations in connection with this assignment. You are required to send a request for the outstation allowance, and such an assignment needs prior approval from your manager. It is required to submit the receipts bills for the settlement of the expenses.

**7. SALARY:**

During your assignment, your Gross monthly Compensation will be SEK 45.000 and will be paid in accordance with the company's payroll schedule.

**8. MEDICAL INSURANCE:**

ZRIYA SOLUTIONS AB will provide suitable health insurance coverage with a provider as determined by the company.

**9. OUR PROPERTY:**

We may require you to return any of our or our clients' property, which is in your possession, power or control, immediately on request or on termination of your employment, whichever occurs first.

Our or our clients' property includes but is not limited to Confidential Information, Intellectual Property, documents, equipment, telephones, software, computer information (wherever it is stored), keys and access cards.

Where any of our or our clients' Confidential Information or Intellectual Property is recorded in the form of videotape, computer information or software, we may require you to delete or erase this information so that it cannot be retrieved, and verify this to our satisfaction.

You will take all reasonable steps to:

- (1) maintain our or our clients' property in good working order; and

- (2) ensure the security of, and protect all of our or our clients' property, including but not limited to Confidential Information and Intellectual Property, which is in your possession, power or control.

#### **10. DISCIPLINARY ACTION:**

We may initiate disciplinary action against you for unsatisfactory performance or misconduct.

#### **11. TERMINATION AND EXPIRY:**

Employee or ZRIYA DIGITAL SOLUTIONS PVT LTD may terminate the employment by giving notice in writing of the day of termination as applicable.

Employee or ZRIYA DIGITAL SOLUTIONS PVT LTD may terminate employment by giving notice in writing of the day of termination. The time between giving the notice and the date of termination must be at least 90 days.

If we terminate your employment, we may elect to provide you with payment of the equivalent remuneration, in part or totally in lieu of notice.

Summary termination by us

- (1) During the Term, we may terminate your employment immediately for serious misconduct, without any obligation to provide notice or pay you compensation.

- (2) Serious misconduct includes but is not limited to:

- (a) committing any serious or persistent breach of this Contract;
- (b) breaching confidentiality or misusing our Intellectual Property;
- (c) committing any act of dishonesty, fraud or assault in the course of your employment or which affects your suitability for employment with us;
- (d) being intoxicated or under the influence of illegal drugs or drugs which have not been prescribed for you, while at work;

- (e) neglecting your duties or incompetence;
- (f) possessing dangerous, harmful or unauthorized materials in the workplace (including firearms, weapons, drugs and alcohol);
- (g) being convicted of a criminal offense which affects your suitability for employment with us;and
- (h) refusing to carry out a lawful and reasonable direction.

## **12. CONFIDENTIAL INFORMATION:**

You must keep confidential and not use or disclose to any person any of our Confidential Information, except with our prior authorization, or in the proper performance of your duties for us, or as obliged by legislation.

When you disclose any Confidential Information as permitted above, you will ensure that whoever it is disclosed to is made aware of its confidential nature. You will do your utmost to ensure that those persons do not disclose that information, and do not use it for any purpose, other than the purpose for which it was disclosed to them.

Any reference to “us” or “our” in this clause includes our clients and our Related Bodies Corporate.

This provision continues to apply after this Contract comes to an end.

## **13. INTELLECTUAL PROPERTY:**

We own all Intellectual Property that you develop or conceive in the course of or arising out of your employment with us, whether alone or in conjunction with someone else, and whether during or outside working hours:

- (1) in the course of, as a consequence of or in relation to the performance of your duties;
- (2) using our or any of our premises, resources or facilities;
- (3) directly or indirectly as a result of your or anybody else's access to our Confidential Information or other Intellectual Property;

(4) in respect of or associated with any of our products or services and any alterations or additions or methods of making, using, marketing, selling or providing these products or services; or

(5) relating to other Intellectual Property.

You will immediately disclose in writing to us any Intellectual Property you make or conceive of during the course of performing your duties.

You will do anything necessary, including executing any documents such as an assignment, for the purpose of effecting, perfecting and protecting our title or that of our nominee to our Intellectual Property, in Sweden or such other countries as we require.

You may not make use of or reproduce any Intellectual Property owned by us without our prior written approval, other than in the ordinary course of your employment.

Any reference to “we”, “our” or “us” above includes our clients and our Related Bodies Corporate.

This provision continues to apply after this Contract comes to an end.

#### **14. MORAL RIGHTS:**

You consent to the doing of any acts or making of any omissions by us, our employees, our clients, servants, agents, licensees and assigns that infringe your Moral Rights in any Works made by you in the course of your employment with us, including:

(1) not naming you as the author of a Work;

(2) naming another person as the author of a Work;

(3) amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work;

whether those acts or omissions occur before, on or after the date of this Contract.

You acknowledge that your consent is genuinely given without duress of any kind and that you have been given the opportunity to seek legal advice on the effect of giving this consent.

This provision continues to apply after this Contract comes to an end.

#### **15. RESTRAINT DURING EMPLOYMENT:**

During your employment, you must not, without our prior written consent:

- (1) act as an officer or employee of, or as a consultant or adviser to any other corporation, firm, organization or person;
- (2) take up any other position with any other corporation, firm, or organization (whether paid or unpaid);
- (3) hold any shares or securities which create or may create a conflict of interest.

#### **16. MISCELLANEOUS :**

You shall devote your full time, energy and skill in the execution of the above-referred contract and to the promotion of ZRIYA DIGITAL SOLUTIONS PVT LTD's interest.

Since ZRIYA DIGITAL SOLUTIONS PVT LTD is executing this contract at the office space provided by the Client, you shall conduct yourself in a manner so as not to discredit the Client or ZRIYA DIGITAL SOLUTIONS PVT LTD.

ZRIYA DIGITAL SOLUTIONS PVT LTD will be at liberty at its discretion, to recall you back to India, or post you for another assignment abroad at any time.

In accordance with the standard practices of ZRIYA DIGITAL SOLUTIONS PVT LTD, you are to treat the terms of your Onsite Assignment as confidential. You are also to treat as strictly confidential the affairs of ZRIYA DIGITAL SOLUTIONS PVT LTD and its Clients of which you may be cognizant.

#### **17. ARBITRATION:**

Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this letter shall, unless resolved amicably, be referred to Arbitration of Sole Arbitrator to be appointed by ZRIYA DIGITAL SOLUTIONS PVT LTD and such appointment as Sole Arbitrator is acceptable to you. All proceedings under such Arbitration shall be held in Chennai and would be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**18. DISPUTE:**

Any dispute between yourself and ZRIYA DIGITAL SOLUTIONS PVT LTD concerning or relating to or arising out of your assignment to ZRIYA SOLUTIONS AB shall be subject to the jurisdiction of and be determined by a Court of competent jurisdiction in Greater Chennai only.



## **Annexure 1**

### **Employee Workplace Behavior Recommendations - Client Location**

Congratulations!! Since you are getting deputed to a client location and will represent ZRIYA DIGITAL SOLUTIONS PVT LTD, (henceforth referred to as the “Company”/ “us”/ “our”) we trust that you will behave and conduct yourself as a good ambassador. While the guidelines for behavior set out in this document are common sense advice, we think will help you. Do spare a few minutes to go through this document in order to understand the workplace behavior at client location.

The below mentioned list is only illustrative and not exhaustive. However, any other conduct, which threatens the security (physical as well as data security), safety, employee welfare and business, is prohibited.

1. **Proof of Identity:** If an onsite coordinator/manager is present, meet him/her and get yourself familiarized with the site. Find out if there is a separate id card that is issued at the client site and the on-site (client) policy for wearing the id. Make copies of any other identity proof such as a copy of your passport and WP, driving license and retain it in a secure place. Those who have a personal identification number depending on the country of deputation (e.g. residence permit card/SSN/CPR etc.), should carry the photocopies of the same. Also, such cards serve more than just a proof of identity since it is also a proof that you are legally registered with the public registration system in that country. Carry your original driving license always. It is essential to carry your original passport while traveling outside a country (e.g. nearby countries within EU where there are no specific emigration/border checks). When carrying the passport is not needed, keep it in a secure place.
2. **Conduct:** We believe that it is important for the Company to emphasize that you always need to conduct yourself in conformity with professional standards of personal integrity, honesty and ethical conduct. As ZRIYA DIGITAL SOLUTIONS PVT LTD employee, you are required to comply with the code of conduct policy in all your interactions, both internal and external. You are expected to live up to the reputation of the Company, our vision, and core organizational values such as agility, dependability, innovation, integrity, meritocracy & fair play and passion & teamwork. You will address any issues or grievances to the appropriate HR and reporting manager of the Company only. Value people and treat all colleagues and business associates with fairness, dignity and respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability. Respect the personal space of all individuals. Respect the culture of the country you are in. Demonstrate integrity in all your actions. Strive to exceed the needs of the client

requirement where you work. Always take responsibility for the quality of work. If someone smiles at/greets you, smile/greet back. Be polite and helpful in your actions and deeds. Be respectful and make sure you use polite words such as “Thank you” and “Excuse me” wherever appropriate. Meet your colleagues in a warm and friendly (not overly friendly) manner. Be aware and sensitive of the cultural gestures of the country you are in.

3. Know the land (country) you are in: Know and adhere to the local laws of the land/country you are in; you could be subjected to identity and spot checks. Keep the field HR updated with all your contact details and follow the mandatory processes communicated to you pertaining to your deputation. Depending on the country of deputation, it is mandatory for those holding a work permit to have some form of a personal identification number such as PIN/SSN/CPR/other identification number that should always be carried. However, before returning to India, it is also mandatory to unregister/cancel from such public registration system. For some countries however such cancellation from the public registration system may be done immediately on return to India.
4. Punctuality, Time Booking: Adhere to the start time as per the office timings at the client location, and break time as per the location. Timings need to be matched based on work demands and according to the other team members of your project team. It is very important that you report your time on every Friday at the end of the day. If there has been any overtime performed it needs to be logged in before 8:00 Monday every week.
5. Work: Always Keep the work area/desk allocated to you at the client location clean. If the client has provided you a laptop, carry it where required and ensure the safety of the same. Adhere to the processes/information specific to the client location. Check with your onsite coordinator/manager for any specific client requirements or expectations and make a note of the same. When your assignment ends, ensure you return all related access cards, parking cards, and laptop cards to the concerned officials at the client site before you leave the country.
6. Communication Etiquette: Speak clearly only in English and in a moderate tone/audible voice for the other party to hear properly. Use your Company email id to communicate with offshore/other colleagues outside the project. If you have not understood what the client is trying to communicate, please ask them to repeat it and mention clearly that you have not understood what they said. Follow appropriate email etiquette,

use proper salutations while addressing the individual in the email. Always spell check before sending an email.

7. Telephone Etiquette: Usage of phone (landline/mobile) – In the case where mobile phones are provided to you by the clients for work-related calls, the same must be used appropriately for official use only. For long duration or long-distance calls, ask the offshore location to call the number provided to them. Mobiles should be on silent mode/low ringtone while at work. Keep client provided mobiles safely and ensure you do not lose them. Ensure that you return all client provided mobiles when your assignment comes to an end. When entering a conference call with your team, announce the names/indicate presence of other team members.
8. Society & Safety: Ensure that you and your family follow the rules and regulations within the residential complexes where you live. During client and project parties, avoid alcoholic beverages/or restrict them within limits. Always check for official information desks when seeking information especially at public places. Always check in advance the route to the destination that you are heading to. Have the route map with you for reference. Use the public transport systems where possible. Read about the culture and society of the country you're in.
  - Do not use conveyance from unknown transporters when traveling late from work to home.
  - Do not touch unidentified objects.
  - Do not be clueless while traveling to an unknown destination.
  - Do not go uninvited to any one's house.

## **Annexure 2**

### **Declaration on Payment of Dues**

I Chandru Shanmugam having Indian Passport Number N1764896, do hereby declare and confirm that I am being assigned/transferred to onsite location at Sweden by the Company (ZRIYA DIGITAL SOLUTIONS PVT LTD). I understand the following:

1. That if I terminate my employment in less than 2 years, my work permit for the host country and insurance payments made would be canceled immediately and that I need to apply for my own work permit for the remaining period of my stay in the host country. Any legal predicament such a thing may lead to is solely my responsibility and not that of Zriya Solutions AB.
2. If I leave the employment in less than 2 years the Visa and work permit costs of me and my dependents that was paid by Zriya Solutions AB shall be reimbursed by me to the company with an accrued interest of 8%.
3. If I leave the employment before 5 years the work permit extension and permanent residence application costs of me and my dependents that was paid by Zriya Solutions AB shall be reimbursed by me to the company with an accrued interest of 8%.

I hereby guarantee and confirm that I shall pay the said amount owed to the Company within seven (7) days from the payment notification email. I understand that if I fail to pay the said amount to the Company within said period, the Company is entitled to make deductions from my onsite salary, cancel, suspend my assignment/transfer and/or initiate disciplinary actions including any other legal proceedings for the recovery of the said amount along with interest at my costs and consequences.

I also understand that apart from the above, the Company can identify further liabilities at a later stage as a part of their scrutiny and I will support in settling the dues, if any.