

EMPLOYMENT CONTRACT FOR SALARIED EMPLOYEES

between

Mr: **Sujit Kumar Sahu, Bsc.**

born on: **XXX**

resident in: **XXX**

(hereinafter referred to as "Employee")

and

Kontron Transportation GmbH

Lehrbachgasse 11

AT- 1120 Vienna

(hereinafter referred to as "KTAT" or Employer)

With a view to improving readability, the term "Employee" designates both female and male employees.

1. TERM OF THE CONTRACT

The employment shall commence on 6th of May 2024. The first month shall be deemed a trial month. During this period, the employment may be cancelled by both parties with immediate effect at any time, without giving any reasons. The employment shall initially be limited to a period of 3 months, hence until 5th of August. If the employment is continued beyond expiry of this deadline, it shall turn into a permanent employment relationship.

It is agreed that the contract will only be concluded if the permanent residence documents will be presented.

2. TYPE OF ACTIVITY AND PLACE OF WORK

The Employee will be employed as a Software Tester. The Employee shall be obliged to perform all employees' services associated with this function. The job includes the following tasks in particular: *Creation of test strategies / test plans / test cases for the development of mission critical e2e communication solutions based on voice, data and video; Development and implementation of automated tests for quality assurance as well as load and performance testing*

KTAT shall reserve the right to assign any other reasonable activity to the Employee.

The place of work shall basically be Vienna. If the location of the Employer is relocated, the new location shall be the usual place of work. The Employee also agrees to being temporarily deployed at other places of work against compensation of the additional expenditure associated therewith, and consents to participate in training events in Austria and abroad.

3. LEGAL FRAMEWORK

The employment shall be subject to the relevant provisions under the law and the collective bargaining agreement, in particular the Austrian salaried employees act (*Angestelltenengesetz; AngG*) and the collective bargaining agreement for employees of businesses in the sphere of automatic data processing and IT services as amended in each case.

The Employee shall be classified in the ST1/ERF group of activities. Based on this, the monthly basic salary under the collective bargaining agreement for 2024 for full-time employment amounts to EUR 4.215,00. gross.

Pursuant to § 2 para. 2 no. 6 AVRAG, it is stated that the company's registered office is located at 1120, Vienna, Lehrbachgasse 11.

The Employee agrees that he has been graded correctly on the basis of the aforementioned duties and his/her past service periods as notified to the Employer.

The agreed normal working hours currently amount to 38.5 hours per week excluding breaks. As regards working hours, the respective employer/works council agreements available on the Intranet of KTAT shall be applicable.

The parties agree that the arrangement of the working hours may be changed by the Employer, especially if this is required due to commercial, organisational, HR or other objective reasons. The Employee explicitly agrees to any such change.

4. REMUNERATION

4.1. Monthly remuneration

The monthly salary amounts to EUR 4.286,00 gross and is paid out 14 times a year.

4.2. Overtime compensation

The extra hours and overtime worked shall be remunerated in accordance with the relevant statutory provisions and collective bargaining agreement. The Employee shall be obliged to work overtime if instructed to do so in due time. Working overtime without any express instruction shall only be admissible in exceptional cases and must be reported to the Employer without delay.

4.3. General provisions/agreements

The salary payments shall be made monthly in arrears, on the last day of the month in each case. The 13th salary (Christmas bonus) shall be paid in November of each year, the 14th salary (vacation allowance) in May of each year.

The payroll tax applicable to the remuneration and the social insurance contribution and *Arbeiterkammer* (official representation of employees in Austria) membership fee will be withheld from the emoluments in each case.

The responsible social insurance institution is the Österreichische Gesundheitskasse (ÖGK), 1100 Vienna, Wienerbergstraße 15 - 19.

The employer's contributions to the new severance pay regime (*Abfertigung NEU*) are invested with Allianz Vorsorgekasse AG, Hietzinger Kai 101-105, 1130 Vienna.

Upon commencement of the employment at the latest, the Employee shall be obliged to notify to the Employer an account with an Austrian bank to which the Employer can transfer the monthly salary and all payments associated with this employment with debt-discharging effect.

5. ANNUAL LEAVE

Taking account of any past service periods, periods of education and higher education years, the cut-off date for the annual leave entitlement is 6th of May 2019. Hence, the leave entitlement of the Employee for the year of service commencing in the course of the current calendar year amounts to 25 workdays (Monday to Friday).

The time of commencement of the leave and its duration shall be agreed upon between KTAT and the Employee taking account of the requirements of KTAT and the Employee's opportunities for relaxation. In order to ensure appropriate recreation, the Employee will take every effort to take his/her leave in the year of accrual for the major part.

In the event of garden leave within the scope of termination by the Employee or the Employer, it shall be deemed agreed that any remaining leave is taken prior to commencement of the garden leave.

6. INABILITY TO WORK

If the Employee is unable to perform his/her duties due to illness, accident or other serious grounds under § 8(3) AngG, he shall inform the Employer accordingly in writing or by telephone without delay, i.e. basically on the day of occurrence of the inability to work or before that if the inability to work is foreseeable. If any such period of absence from work lasts longer than 3 calendar days, the Employee must present a certificate from a physician under contract working for his health insurer or from a public health officer. The Employer may require the presentation of such a certificate even if any period of absence from work is less than 3 days.

7. DUTY TO WORK AND CONFIDENTIALITY OBLIGATION

The Employee shall be obliged to diligently perform any work assigned to him and to strictly observe the relevant instructions.

For the duration of the employment and after its termination, the Employee shall be obliged to keep confidential all trade and business secrets as well as other confidential facts that he came to know about in the course of his/her activity, e.g. regarding the Employer's customers. Any such knowledge shall only be used for the purposes of the Employer. A violation of this confidentiality obligation shall be considered a ground for dismissal and make the Employee liable for damages; it may also have consequences under (administrative) penal law.

The Employee undertakes to safeguard data secrecy in accordance with the provisions of the Austrian data protection act and the General Data Protection Regulation, as amended in each case. In addition, the Employee shall commit to data protection and data security regardless of whether this involves any legal obligation or company instruction.

Any data from data processing activities that is entrusted or made accessible to the Employee on the exclusive basis of his professional activity shall be kept secret without prejudice to any other confidentiality obligations, unless a legally admissible ground exists for transmission of the personal data so entrusted or made accessible. The Employee undertakes to transmit personal data exclusively upon the Employer's explicit instruction.

The obligation to protect data secrecy shall survive any termination of the employment.

Violations of data secrecy may make the Employee liable for damages, they may also have consequences under labour law (even the Employee's dismissal) and be prosecuted under administrative penal law.

8. EXPLOITATION RIGHT

All products and their documentation, as well as texts, software and graphic representations prepared within the scope of the employment shall become the property of the Employer together with all copies thereof.

Should the services rendered by the Employee be classified as work(s) within the meaning of copyright law, the Employee shall grant to the Employer – at all events – an exclusive, transferable right to use the works delivered that is unlimited in terms of content, time and territory. This shall also apply to adaptations and redesigns of and other changes to the works and hence also upon commencement of exploitation by KTAT after termination of the employment with KTAT. The Employee waives his right to be named as author or for the works delivered (e.g. software) to be provided with a designation of authorship (§ 10 para. 1 UrhG (Austrian copyright act)). Furthermore, the author's right to receive or prepare a copy of the work or of access to the same or any copy thereof (§ 22 UrhG) and the right to prohibit any processing of the work (§§ 5, 21 UrhG) shall be excluded.

9. OTHER OBLIGATIONS

The obligations beyond that, which the Employee is subject to, shall derive from the employment relationship in general and the type of the present employment in particular.

These shall include in particular:

- the obligation to observe and comply with the relevant safety and control provisions and the rules regarding work organisation;
- the obligation to immediately notify to the Employer all changes of personal data (name, marital status, number of children etc.) and of the residential address or address for service of process without delay.
- the prohibition to accept any gifts, favours, commissions or other benefits from customers, suppliers or other third parties without the previous written consent of the Employer. Any violation of this provision shall constitute a ground for dismissal. Moreover, the Employee must return any gifts accepted by him/her to the Employer immediately.

10. NON-COMPETITION CLAUSE

For the duration of the employment, the Employee undertakes to commit his full capacity to work to the Employer exclusively. In particular, he shall not be entitled to operate any independent commercial business without the explicit written consent of the Employer or transact any business in the Employer's branch of industry or in any related business for his own or any third party's account or gratuitously.

Taking on any additional occupation that jeopardises the interests of KTAT or impairs the Employee's performance shall require the explicit written consent of the management.

The Employee acknowledges that any violation against this provision shall entitle KTAT to dismiss the Employee for cause within the meaning of § 27 AngG.

11. NON-SOLICITATION CLAUSE

For the entire duration of the present employment as well as for a period of six months after termination of the same, for any reason whatsoever, the Employee undertakes to refrain from soliciting, employing or otherwise cooperating with other employees of the Employer, as well as employees of companies affiliated to the Employer. This prohibition applies to any form of cooperation with the aforementioned group of persons, even within the scope of a limited employment (*freies Dienstverhältnis*), a contract for work and

services, or amalgamation under company law. For the rest, this prohibition refers to all persons who were employed by the Employer or any affiliate in the past 12 months prior to termination of the present employment, hence also if at the time of solicitation or of the agreement regarding any future cooperation with the employee, the relevant employee is no longer employed with the Employer. This prohibition clause is meant to prevent the interests of the Employer from being massively impaired due to several staff members leaving the company more or less at the same time.

The Employee shall also be prohibited from soliciting any customers of the Employer for a period of six months after termination of the employment.

12. LAPSE OF CLAIMS

It is hereby agreed that the Employee shall have to assert in writing vis-à-vis the HR Department all claims under this employment relationship within four months of their falling due under pain of forfeiture, unless the applicable collective bargaining agreement stipulates otherwise.

13. TERMINATION OF EMPLOYMENT

The Employee may terminate the employment subject to a period of notice of one month (under § 20 para. 3 and 4 AngG), with effect on the fifteenth or last day of any calendar month.

The Employer may terminate the employment subject to the statutory period of notice (under § 20 para. 3 AngG), with effect on the fifteenth or last day of any calendar month. Terminations must be made in writing. If the Employee declares to terminate the employment prematurely without cause, the Employer shall be entitled to compensation for the loss caused by the Employee. By express mutual agreement, the amount of this claim shall be fixed at three times the gross remuneration last due plus pro-rata special payments. The contractual penalty shall be due at the time of dissolution of the employment relationship.

The employment shall end no later than upon expiry of the month when the Employee has reached statutory retirement age, without any notice of termination being required.

14. REIMBURSEMENT OF TRAINING COSTS

The Employee undertakes to pay back the training costs or expenses assumed by the company beyond mere on-the-job training that serve the professional and personal development of the Employee – also outside the company. Any such repayment obligation shall only exist if the employment is terminated by the Employee, by the latter leaving the company without cause or by dismissal for cause. Training costs include the costs assumed by the company in case of external training events (course fees, test fees etc.) and the pro-rata costs of the event in case of internal training events.

The amount to be reimbursed depends on the time of termination of the employment. The reimbursement obligation shall end three years after completion of the relevant training. The amount to be reimbursed shall be reduced by 1/36 per month during valid employment after the end of the training event.

15. SPECIAL AGREEMENT

-

16. FINAL PROVISIONS

For disputes from this contract, the contracting parties agree on the exclusive jurisdiction of the labour and social court of Vienna.

Any amendments and supplements to this contract shall be made in writing. A written agreement shall be required to waive this written form requirement.

The Employee shall be prohibited to assign any claims from his/her employment with the company to third parties in full or in part.

If any provision of this employment contract is ineffective or becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to immediately replace any invalid provision with a valid provision that corresponds as closely as possible to the economic intent of the invalid provision and the intention of the contracting parties.

Employee

**Kontron
GmbH**

Transportation

Sujit Kumar Sahu

Vienna, 2024, April, 25

PERSONNEL DATA SHEET

Surname:

First name:

Date of birth:

Place of birth:

Nationality:

Marital status:

Place of residence:

Street address:

Telephone:

E-mail:

Bank details (BIC):

IBAN:

Social insurance number:

the following persons are co-insured:

(Please indicate name, date of birth and soc. ins. no.)

Spouse:	Name	Soc.ins.no.	born on:
Children:	Name	Soc.ins.no.	born on:
	Name	Soc.ins.no.	born on:
	Name	Soc.ins.no.	born on: