

16/06/17

Personal and in Confidence

Harjeet Singh
5/22 Willoughby Street
Hamilton 3200

Dear Harjeet Singh

RE: TERMS OF EMPLOYMENT

Welcome to Fabril solutions limited, New Zealand Branch, and congratulations on receiving an offer of employment with us.

In our company, we believe our most valuable asset are our people, who are the foundation of our success. We are looking forward to you joining Fabril solutions and working with us as part of our team.

At Fabril solutions limited, we base our business approach on a set of values that articulate our culture and define the way we work. Not only do our values define how we should behave, they provide guidance to our people and those with whom we work.

Our five values are:

- Safety and health above all else,
- Respect for the community and environment,
- Enduring business relationships,
- Our people are the foundation of our success, and
- Achievement through teamwork.

With our values, it's not just what we do, but how we do it that matters. We are passionate about our values, and as you spend time in our company, you will hear more about them and how they are linked to our core purpose and strategic objectives.

In this document, you will find the full **TERMS AND CONDITIONS** of employment that you should read carefully, and if you have any questions, contact the P&C Team.

To accept this offer, please sign and date this agreement in the appropriate areas within this document. Please also note that this offer is valid for acceptance for a period of 5 business days from the date stated above.

Once again, congratulations on receiving this offer of employment. We wish you every success in your new role and look forward to working with you.

Yours sincerely,

Siddhartha Doma
Director, New Zealand
Fabil solutions limited



Dated 16th June 2017

Parties

- 1 Harjeet Singh ("you or the Employee"); and
Fabil solutions limited, ("we or Company")
(collectively referred to as the "parties")

1 Application

- 1.1 The purpose of this agreement is to provide for your appointment to the Position set out in Schedule 1, and set out the obligations of the parties.
- 1.2 This agreement and the letter of offer contain the whole of the agreement between the parties and supersedes and replaces any previous representations, understandings or arrangements, whether written, oral, or resulting from custom or practice.
- 1.3 This agreement is conditional upon the Company being satisfied with your results in relation to:
 - a Ministry of Justice check
 - b Drug and alcohol test.
 - c Reference check.
 - d Chorus Approval.

If any of these conditions are not met, you agree that this Agreement may be cancelled with immediate effect.

- 1.4 The terms and conditions of this agreement shall come into force on the Commencement Date set out in Schedule 1, and will continue in force until the employment is terminated, in accordance with this agreement.

2 Duties of the Employee

- 2.1 You will be required to exercise the powers and perform the duties from time to time assigned to you by the management of the Company or by any person authorised by the management and you will, in all respects, comply with the directions and regulations given or made by the management. The parties acknowledge that your role may evolve and you will undertake all duties, reasonably within your skills and capabilities, as directed by the Company.
- 2.2 It is specifically agreed that you will devote the whole of your time and attention to carrying out your duties for the Company and you will not engage directly or indirectly in any other business or occupation whatsoever without the prior written consent of the Company.
- 2.3 It is agreed that you will adhere to the corporate uniform policy of the company at all time, a copy of which can be found on the company intranet. It is also agreed that if you are not dressed appropriately, you will not be allowed to commence duties or enter a work site. All time lost will be without pay. The appropriate standard of dress is "business casual".



3 Hours of work

- 3.1 The Employee shall work the hours set out in Schedule 1.
- 3.2 In order to perform the Employee's job effectively, the Employee may be required to work additional hours as required by the Employer. Over time will be paid as per fixed hourly rate
- 3.3 Punctuality is important. If you are unable to attend work on any particular day or you will be late for work, you shall personally advise your manager as soon as possible before the first date of absence.
- 3.4 The timing of breaks, including meal and rest breaks will be at the Company's discretion.

4 Location

- 4.1 You shall be primarily based at the Location specified in Schedule 1, but may be required to work at other locations from time to time as directed by the Company.

5 Probation Period

- 5.1 It is understood and agreed that the first ninety days of employment shall constitute a Probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

6 Remuneration

- 6.1 The Employee will receive the Remuneration and any other benefits specified in Schedule 1.
Payment will be made via electronic bank transfer into the employee's nominated bank account on a monthly basis, usually no later than the 17th of each month. Payment is made for the period from the first to the last day of the month.
- 6.2 The Remuneration specified in this agreement is payment for the overall performance of the job.
- 6.3 The Company undertakes remuneration reviews on an annual basis. The annual review may or may not result in an increase each year.

7 kiwi Saver

- 7.1 The Employer will facilitate the Employee's participation in kiwi Saver in accordance with the kiwi Saver Act 2006 and any amending or substituting Acts.

8 Discretionary Bonus Incentive Scheme

- 8.1 The Company, at its discretion, may award a bonus to you annually.
- 8.2 The Company may take into account target returns, the profitability of the Company, the performance of the individual in contributing to the achievement of that profit, market conditions, and any other factors the Company considers relevant when deciding whether to award any bonuses.
- 8.3 The decision to award any bonus, and the term on which it is calculated, shall be at the sole and absolute discretion of the Company, and may change from year to year.



8.4 Bonus payments will not be used in the calculation of any other employee benefits. For completeness, any bonuses will not be used for the purpose of calculating any entitlement under the Holidays Act 2003 and any kiwi Saver contributions (if applicable).

9 Expenses

9.1 The Employee shall be entitled to be reimbursed all reasonable expenses incurred by the Employee in the proper performance of the Employee's duties. This entitlement is subject to the production of such receipts or other evidence that the Employer may require.

10 Annual Holidays

10.1 You are entitled to the Annual Holidays set out in Schedule 1, in accordance with the Holidays Act 2003, or any amending or substituting legislation.

10.2 The times at which your Annual Holidays are to be taken will be determined, wherever possible, by mutual agreement. If we fail to reach agreement, the Company has the right to decide when holidays will be taken.

10.3 You will be given at least 14 days' notice of the requirement to take Annual Holiday. You shall give not less than 14 days' notice of dates preferred for Annual Holiday.

10.4 The entitlements under this clause, public holidays, sick leave and bereavement leave clauses are subject to the operation of the Holidays Act 2003. If any amending or substituting legislation changes the statutory entitlements, the Company will have an absolute discretion to adopt those new statutory entitlements and cease to provide the existing entitlements.

11 Public holidays

11.1 You are entitled to public holidays in accordance with the Holidays Act 2003 or any amending or substituting legislation. Currently, the recognised public holidays are Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day.

11.2 You agree to work on a public holiday if required by the Company. However, unless specifically directed to do so, you shall not otherwise work on a public holiday

11.3 In the event that you are required to work on a public holiday, you will be paid for the hours actually worked at the rate of 1.5 times your relevant daily pay rate (on an hourly basis) or alternatively, it will be calculated at your average daily pay if:

a It is not possible or practicable to determine your relevant daily pay; or

b the employee's daily pay varies within the pay period when the holiday or leave falls.

11.4 You are entitled to an alternative holiday if:

a The public holiday falls on a day that would otherwise be an ordinary working day for you; and

b You are directed by the Company to work, and you do work, in accordance with this Agreement, on any part of that day.



12 Sick Leave

- 12.1 The following entitlements are instead of, and not in addition to the sick leave provisions set out in the Holidays Act 2003 or any amending or substituting legislation.
- 12.2 If you have completed six months' current continuous employment with the Company or you have, over a period of six months, worked for the Company for:
 - a At least an average of 10 hours a week during that period; and
 - b No less than one hour in every week during that period or no less than 35 hours in every month during that period;
 - c You shall be entitled to the sick leave set out in Schedule 1 in each ensuing period of 12 months.
- 12.3 Sick leave may be taken when:
 - a you are sick or injured; or
 - b your spouse (including de facto) is sick or injured; or
 - c a person who depends on you for care is sick or injured.
- 12.4 You may accumulate up to a maximum of 16 days' current entitlement in any year. Any accumulated sick leave will not be paid out on termination.
- 12.5 If you intend to take sick leave, you must notify your Manager as soon as possible before you are due to start work on the day that leave is to be taken; or if that is not practicable, as early as possible after that time.
- 12.6 You may be required to produce proof of sickness or injury if the sickness or injury is for a period of three or more consecutive calendar days, whether or not the days would otherwise be working days for you. In addition, we may require you to produce proof of sickness or injury within three consecutive days provided we will meet the costs of obtaining such proof.

13 Bereavement leave

- 13.1 If you have completed six months' current continuous employment with the Company or you have, over a period of six months, worked for the Company for:
 - a At least an average of 10 hours a week during that period; and
 - b No less than one hour in every week during that period or no less than 35 hours in every month during that period;
 - c You shall be entitled to bereavement leave in accordance with the Holidays Act 2003 and any amending or substituting Acts.
- 13.2 You are entitled to three day's leave each time you suffer a bereavement on the death of your spouse or partner, parent, child, brother or sister, grandparent, grandchild or spouse or partner's parent.
- 13.3 You are entitled to one day's bereavement leave on the death of any person if the Company accepts that you have suffered a bereavement, having regard to factors such as:



- a you taking significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
 - b any cultural responsibilities of you in relation to the death;
 - c the closeness of the association between you and the deceased person.
- 13.4 If you intend to take bereavement leave, you must notify your Manager of that intention as early as possible before the start of work on the day that is intended to be taken as bereavement leave; or if that is not practicable, as early as possible after that time.
- 14 Parental leave**
- 14.1 You are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 or any amending or substituting legislation.
- 15 Termination**
- 15.1 This agreement may be terminated by either party giving in writing the notice specified in Schedule 1.
- 15.2 The Company at its discretion may make a payment in lieu of all or part of the required notice and not require you to work out all or part of the Notice Period.
- 15.3 If you are offered and accept employment with another employer, whose business competes with the business of the Company, you undertake to immediately notify the Company.
- 15.4 This agreement may be terminated without notice or payment by the Company on any of the following grounds:
- A Serious misconduct by you.
 - B Repeated misconduct.
 - C Gross negligence by you in connection with the performance of your duties.
 - D You are charged with any criminal offence; or
- E You act in a way (including conduct outside of work) which the Company considers:
- i Damages or has the potential to damage its business (including reputation or relationships with third parties)
 - ii Is incompatible with the proper discharge of your duties and/or your role
 - iii Negatively impacts, or has the potential to negatively impact, on your relationship with other employees or the Company's relationship with other employees; or
 - iv Undermines trust and confidence between the Company and you.
- F You become bankrupt or enters into any scheme or arrangement with his/her creditors.
- 15.5 For the avoidance of doubt, serious misconduct includes, but is not limited to: Theft; sexual or other assault; use of and/or possession of illicit drugs; being under the influence of alcohol to the extent which the company considers places you, other employees, a client,



& Safety (OH & S) Policy that endangers, or is likely to endanger the health and safety of yourself, co-workers or any other member of the public; any breaches of Clauses relating to

"Confidentiality"; "Conflict of Interest"; "Waiver and Severance"; "Employee Warranties" and any other action that the company, in its sole opinion, deems sufficiently serious as to undermine the trust and confidence that the company has in you.

15.6 The parties agree that relationships with parties to whom the Company contracts with ("contracting party") are key to its business, and if a contracting party refuses to allow you to perform work for it, the Company may terminate your employment by giving the notice specified in Schedule 1 or by payment in lieu of notice.

15.7 This agreement is conditional on you maintaining a valid work permit or becoming a permanent resident. If your work permit is revoked or expires this agreement will automatically terminate by virtue of that revocation or expiration.

16 Abandonment

16.1 If you are absent from work for more than 3 days without the permission of the Company, in the absence of a reasonable explanation then you shall be deemed to have terminated your employment without notice.

17 Dismissal for sickness or injury

17.1 You acknowledge that the Company may terminate this agreement by giving the Notice Period specified in Schedule 1 to you, if as a result of sickness or injury you are rendered incapable of the proper ongoing performance of your duties under this agreement.

17.2 In the course of assessing whether you are capable of the ongoing performance of your duties under this agreement, you agree to undergo a medical examination or assessment under the Medical Assessment clause of this agreement.

17.3 If you refuse to attend a medical examination or assessment under this agreement, the Company reserves the right to make a decision regarding your fitness to perform your duties under this agreement, on the information it has available.

18 Medical assessment

18.1 You agree that the Company may require you to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by the Company:

a If you have been absent from work due to a condition, illness or injury or

b In the course of assessing whether you are capable of performing your duties in terms of this agreement or

c If the Company considers, in its opinion, that your physical and/or mental health may be affecting your ability to perform the duties under this agreement safely and effectively.

18.2 You agree that the results of any such medical examination or assessment shall be copied to the Company.

18.3 The Company shall meet the costs of the requested medical examination or assessment.

the company's property, or members of the public at risk; any breach of the Company's
Occupational Health

A handwritten signature consisting of two large, overlapping loops forming a stylized 'S' shape, followed by a smaller 'i', 'n', 'g', and 'h'.

Singh

19 Redundancy

- 19.1 Redundancy may arise where your position is no longer required. In the event that your employment is terminated for redundancy; you will be given the Notice Period set out in Schedule 1 or pay in lieu of notice.
- 19.2 You will not be entitled to redundancy compensation.

20 Property

- 20.1 Upon the termination of employment, for whatever reason, you will immediately deliver to the Company all documents, letters, papers, keys and other material of every description whether in electronic, written, magnetic or other form (including all copies of or extracts from the same) within your possession or control, relating to the affairs and business of, or belonging to the Company, the Company's clients and/or customers.

21 Suspension

- 21.1 The Company reserves the right to suspend you with or without pay;
- a While investigating serious misconduct, negligence in the performance of your duties, or any other serious misconduct or any other serious concerns relating to your employment; or
 - b Where, because of a condition, illness, or injury, the Company believes you constitute an immediate hazard to yourself, or to others.
- 21.2 Suspension may entail removing you from the performance of all or any of your duties or for such periods and on such terms as the Company considers expedient, including:
- a You remaining away from all or any of the Company's premises
 - b Restricting the employee's access to work tools or property
 - c Not assigning you any duties
 - d Directing you to not contact any of the Company's suppliers, distributors, customers or employees.

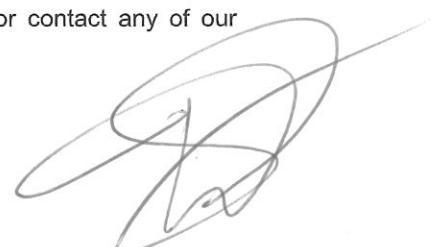
- 21.3 If the suspension continues beyond five working days for any reasons beyond the Company's control the Company may, at its discretion, continue the suspension without pay.

22 Garden Leave

- 22.1 The Company reserves the right to place you on "garden leave" for all or part of the Notice Period where you are dismissed on notice or where you resign, or in the event that you are offered and accept employment with an employer whose business creates a conflict of interest with the business of the Company.

- 22.2 Whilst on garden leave you:

- a will be paid and remain an Employee of the Company (and remain bound by obligations of fidelity, trust, and confidentiality etc.)
- b will not be required to undertake any work for the Company or contact any of our customers, clients or suppliers, except with our consent;



c will not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with our consent.

23 Non-Solicitation

- 23.1 You recognise that you will, during the course of your employment with the Company, have access to Confidential Information as described in this agreement, e.g. deal with the Company's key clients, customer and supplier contacts, etc. ("proprietary interests"). In recognition of the importance of the Company's proprietary interests, and in consideration of this offer of employment and the remuneration payable under this offer, you agree to be bound by the restrictive covenants under this clause in the event that your employment with the Company is terminated for any reason (including redundancy).
- 23.2 You shall not, during the term of your employment, and for a period of 3 months from the date of termination of employment:
- a whether directly or indirectly, alone or with any other person, attempt to encourage or persuade any of the Company's clients, suppliers, or customers to terminate or restrict their trade relations with the Company;
 - b whether directly or indirectly, solicit or endeavour to entice away from the Company any employee or customers of, or contractors to, the Company.
- 23.3 The restrictions in this clause shall survive termination of this agreement for any reason.
- 23.4 You agree that the restraints in this clause are reasonable in all the circumstances and necessary to adequately protect the Company's proprietary interests, in addition to your express and implied confidentiality obligations. However, if a court finds any of the restraints to be unenforceable, both the Company and you agree to accept any modification of the period or extent of any restraint required to make the restrictions enforceable.

24 Deductions

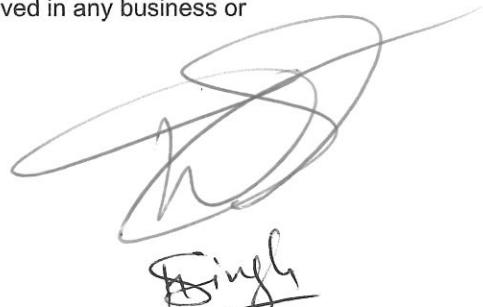
- 24.1 By signing this Agreement, you give written consent to the Company (pursuant to section 5 of the Wages Protection Act 1983) to make deductions from any remuneration or other moneys owing to you at any time during the course of your employment or on termination of the employment. Deductions may be made for at least the following:
- a Default or incorrect overpayment.
 - b Any sum which may be owing from you to the Company; and
 - c Lost, damaged or unreturned equipment.

25 Confidentiality

- 25.1 In this agreement "confidential information" means all confidential information which is not in the public domain and which is reasonably regarded by the Company as confidential to it which you became aware of in the course of carrying out this agreement including, but not limited to:
- a Your employment terms and conditions including salary and other benefits as specified in Schedule 1 of this agreement;



- b The Company's financial affairs;
 - c Trade secrets;
 - d Confidential business and technical information;
 - e Business methods and management systems;
 - f Detailed information and records relating to customers, suppliers and staff and parties with whom the Company deals commercially;
 - g Strategic information relating to marketing, advertising or any other aspect of business;
 - h Computer software and data;
 - i Know how not generally known to the public.
- 25.2 You agree that you will hold all confidential information in confidence and will not without the written consent of the Company directly or indirectly at any time during this agreement or following its termination (for so long as the information continues to be confidential information):
- a Use any confidential information;
 - b Disclose any confidential information to any person, firm, company or entity;
 - c Copy any material containing confidential information for personal use or for use by any other authorised person, firm, company or entity;
- other than to the extent necessary to carry out your duties under this agreement or as required by law.
- 25.3 You acknowledge that the Company will treat a breach of this clause as serious misconduct and may result in summary termination of your employment.
- 26 Intellectual Property**
- 26.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by you during your employment relating to the business of the Company or capable of being used or adapted for use by the Company, must immediately be disclosed to the Company and shall be the absolute property of the Company ("Intellectual Property").
- 26.2 You will:
- a Automatically transfer all of your rights in the Intellectual Property on creation to the Company without the need for any further documentation; and
 - b Irrevocably waive all your moral rights in the Intellectual Property.
- 27 Conflict of interest**
- 27.1 You will not be directly, or indirectly, interested, employed or involved in any business or activity which may:



A handwritten signature in black ink, appearing to read "Siddhu Doma". The signature is fluid and cursive, with a large, stylized initial 'S' and 'D'.

- a Compete, or have the potential to compete, in any material respect with the business of the Company; or
 - b Affect, or have the potential to affect, your performance of your duties under this Agreement; or
 - c Otherwise constitute, or have the potential to constitute, a conflict of interest with the Company; or
 - d Negatively affect, or have the potential to negatively affect, the reputation or the business of the Company
- except with the written consent of the Company.
- 27.2 In the event that any potential conflict of interest situation arises, you agree to notify the Company immediately.
- 28 Health and safety**
- 28.1 The Company has a vision to have zero harm to our employees as a result of their duties. A copy of our OH&S Policy accompanies this Agreement. You are expected to perform in accordance with this Policy. Failure to do so represents serious misconduct and may result in summary termination of your employment.
- 28.2 You are required to report all potential hazards to management and co-operate in assisting the Company to reduce, minimise and monitor such hazards.
- 28.3 You acknowledge that in performing the duties under this agreement, a certain amount of stress is to be expected and accepted as a normal part of your employment. You agree to advise your Manager, without delay, if you feel stressed at work. The Company agrees that it will assess the situation, and then work with you to reduce, minimise, and/or monitor such stress as appropriate.
- 29 Rules, policies and procedures**
- 29.1 The Company shall be entitled to introduce, vary or cancel, company rules, policies and procedures as it considers necessary. Such rules, policies and procedures, and all variations and cancellations of them shall come into effect as notified by the Company from time to time.

All rules, policies and procedures shall bind you and be fully observed and complied with by you.

- 29.2 In particular, the Company draws your attention to:
- o the OH&S Policy,
 - o The Environment Policy,
 - o The Computer Network Policy,
 - o The Equity in the Workplace Policy, and
 - o The Corporate Dress Policy

Copies of these policies can be accessed on the company intranet.



30 Resolution of employment relationship problems

- 30.1 Where the Company is advised of the existence of an employment relationship problem ("problem") by you, the Company will discuss and attempt to resolve the problem directly with you, in the first instance.
- 30.2 If the problem cannot be resolved between the parties directly, either of us may refer the problem to the Department of Labour for mediation. You agree to attend mediation if requested by the Company. Where the problem cannot be resolved through mediation, the Employment Relations Authority may be asked to determine the problem.
- 30.3 If you believe you have a personal grievance, you must raise a grievance with the Company within 90 days beginning with the date of the alleged action giving rise to the grievance, or coming to the notice of you, whichever is the later.
- 30.4 If the grievance is received outside the 90-day period, and the Company does not consent to waive the time limit, you can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that your delay in raising the grievance was caused by exceptional circumstances.

31 Variation

- 31.1 Any variation to this agreement or its schedules must be recorded in writing and agreed to by both parties.

32 Waiver and severance

- 32.1 No waiver of any breach of any term of this agreement shall be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. No waiver of any breach shall be, or be deemed to be, a waiver of any other or subsequent breach.
- 32.2 If any term, clause or provision of this agreement or the application thereof is, or is deemed to be, judged invalid or unlawful for any reason whatsoever, it shall not invalidate the validity or application of any other term, clause or provision, and shall be deemed severed from this agreement without affecting the validity of this agreement.

33 Employee warranties

- 33.1 You warrant that:
 - a All representations, whether oral or in writing, made by you as to qualifications, skills knowledge, experience and history in applying for this position are true and complete.
 - b You have not failed to disclose any matter which, if known to the Company, may have materially influenced the Company's decision whether to employ you.
- 33.2 If any representations as to qualifications, skills, knowledge, experience or history are found to be untrue or incomplete, or if it becomes known that you did not disclose any matter that may have materially influenced the Company's decision to employ you, then the Company may cancel this agreement.



34 Force majeure

- 34.1 No party shall be liable for any act, omission or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control. The party unable to fulfil its obligations will immediately notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure



I, Harjeet Singh, declare that:

- 1 I have read, understood and accept the terms and conditions in this agreement and have received a copy of this agreement.
- 2 I was given the opportunity to seek independent advice and/or explanations of any term or condition which I did not understand prior to signing the agreement.
- 3 I do not have any disability, medical condition, injury or illness which would affect my ability to carry out my duties and responsibilities under this agreement.
- 4 The information provided by me is true and correct to the best of my knowledge and belief.
- 5 I understand that if the Employer discovers that I have supplied any false information or have misled the Employer in any way, this agreement may be terminated immediately.

Harjeet Singh

Signed

16 - 06 - 2017

Dated

Execution

Signed for and on behalf of

FABRIL SOLUTIONS LIMITED



Signed by

SIDDHARTHA DOMA