MAJOKA WORKFORCE SOLUTIONS

MWS CONTRACTUAL SAFEGUARDS FRAMEWORK

Australia

Protecting the Client.
Structuring the Engagement.
Reducing Regulatory Friction.

When engaging an offshore technical workforce provider, Australian companies may have concerns around worker classification, employment responsibility, labour-hire regulation, and what happens if the nature or location of an engagement changes.

MWS has designed its Australian engagement structure to address these concerns from the outset.

> This framework provides an overview of the safeguards built into the MWS engagement model. It is intended to give prospective Clients clarity during evaluation and due diligence. The final MSA and applicable SOW will contain the legally binding terms specific to the engagement.

Regulatory Compliance & Engagement Safeguards

MWS structures its international workforce engagements with applicable employment, labour, contracting and workforce regulations in mind.

For Australian engagements, our operating model and contractual safeguards have been designed with consideration of relevant Australian workplace requirements, including employment and contractor-classification principles, sham-contracting restrictions and applicable labour-hire licensing requirements.

> **MWS does not rely solely on contractual wording. The contractual structure is supported by the way the engagement is actually operated.**

Regulatory Basis

The framework has been developed with reference to applicable Australian regulatory principles, including the Fair Work framework concerning employment and independent contracting, restrictions on sham contracting, and state and territory labour-hire licensing requirements where applicable.

> **Important:** This framework describes MWS's operating safeguards and compliance approach. It is not a substitute for Australian legal advice, and specific regulatory obligations may vary depending on the client, worker location, state or territory, industry and engagement structure.

1 Clear Employment Structure

Your concern

“Who actually employs the technical professional?”

MWS approach

Under the standard MWS model, the Technical Professional remains an MWS employee based in India.

The Client contracts with MWS, not with the individual.

MWS remains responsible for the employment relationship, including applicable employment administration, remuneration, leave administration, and other employment matters.

The Client receives technical services and/or workforce capacity from MWS without having to directly employ the assigned professional.

What this means for you

You have a clearly defined commercial counterparty and a clearly defined employment relationship.



2 Protection Against Sham Contracting

Concerns

Your concern

“Could the arrangement create a contractor or employment-classification problem?”

MWS approach

MWS does not structure its offshore model by treating an MWS employee as an independent contractor of the Client.

The contractual structure establishes that:

- MWS employs the Technical Professional;
- MWS is responsible for remuneration;
- the Client contracts with MWS;
- the Technical Professional does not independently invoice the Client for the MWS Services; and
- the Client does not separately engage the individual as its contractor for the same engagement.

The contractual structure is also intended to reflect the way the engagement operates in practice.

Why this matters

Australian employment and contractor classification can depend on the actual nature and practical reality of the relationship. MWS therefore does not rely simply on contractual labels.

Our objective is to maintain a clear distinction between the MWS employment relationship and the Client–MWS commercial relationship.

3 You Retain Technical Control

Your concern

“If MWS employs the professional, will our engineering team still be able to manage the technical work?”

MWS approach

Yes.

The Client retains the technical and project-level control necessary to receive the Services.

You can define:

- technical requirements;
- project objectives;
- technical priorities;
- deliverables;
- acceptance criteria;
- technical standards; and
- required outcomes.

MWS retains responsibility for the employment relationship.

The principle is simple:

You control what needs to be delivered.

MWS manages the employment relationship through which it is delivered.

This allows your engineering team to work directly with the assigned professional without requiring your company to assume the individual's employment relationship.

4 Performance Issues Remain Manageable

Your concern

“What happens if the assigned professional is not performing as expected?”

MWS approach

You do not need to become the individual's employer to raise performance concerns.

Technical and delivery concerns can be communicated directly to MWS.

MWS can then coordinate the appropriate response, which may include:

- performance intervention;
- additional support;
- reassignment;
- replacement; or
- termination of the MWS employment relationship where appropriate.

The result

Your team remains focused on technical delivery.

MWS remains responsible for workforce management.

5 Australian Labour-Hire Considerations

Your concern

“Could our engagement with MWS trigger Australian labour-hire licensing requirements?”

MWS approach

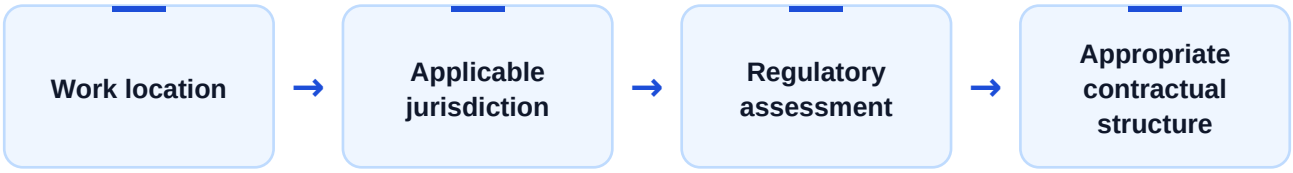
MWS does not make a blanket assumption that Australian labour-hire rules apply—or do not apply—to every engagement.

Where a professional will physically perform work in Australia, the applicable State or Territory and the actual delivery model will be reviewed before deployment.

Where applicable law requires a licence or approval, the relevant requirements will be addressed before the regulated arrangement begins.

This is particularly relevant because labour-hire regulation can differ between Australian jurisdictions.

Our approach



This means the Client does not have to rely on a generic statement that an offshore workforce arrangement is automatically outside Australian labour-hire regulation.

6 Offshore Delivery Is the Standard Model

Your concern

“Does working with an Indian workforce provider create Australian employment obligations?”

MWS approach

The standard MWS model is an India-based offshore delivery model.

The Technical Professional:

- remains based in India;
- remains employed by MWS;
- is paid and administered by MWS; and
- provides Services to the Australian Client through MWS.

The standard engagement does not require the Technical Professional to relocate to Australia.

If the Client later requires physical delivery from Australia, that becomes a separate compliance consideration.

7 Physical Location Changes Trigger a Review

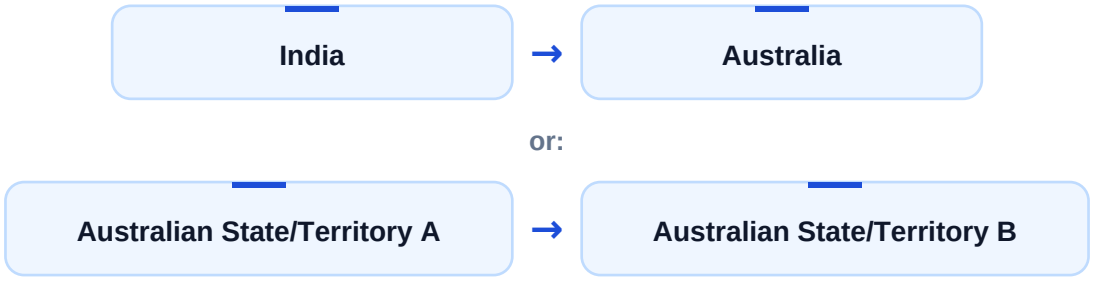
Your concern

“What happens if we later need the professional to work from Australia?”

MWS approach

A material change in physical work location triggers a review before the new arrangement begins.

This includes changes such as:



The parties can then assess any applicable:

- labour-hire requirements;
- employment requirements;
- immigration requirements;
- tax considerations; and
- other jurisdiction-specific obligations.

Why this matters

The original offshore arrangement is not assumed to automatically cover a materially different onshore delivery model.

8 No Artificial Circumvention

Your concern

“Is the contractual structure simply designed to avoid Australian employment or labour-hire obligations?”

MWS approach

No.

MWS does not rely on relabelling an arrangement to avoid applicable regulation.

The contractual structure is designed to reflect the actual commercial relationship:

- **MWS employs and manages the workforce.**
- **The Client purchases technical Services from MWS.**
- **The Client controls technical requirements and delivery expectations.**
- **The parties operate consistently with the agreed structure.**

Where applicable regulation changes or the engagement materially changes, the parties review the structure rather than attempting to circumvent the relevant requirements.

9 Direct Hiring Remains Possible

Your concern

“What if we eventually want to hire the professional directly?”

MWS approach

MWS does not intend to create a permanent barrier between the Client and the talent.

The MSA will provide a defined direct-hire/conversion mechanism.

If the Client wishes to employ an MWS professional directly, the parties can follow the agreed conversion process, including the applicable commercial and notice terms.

This allows the Client to move from:

MWS Workforce → **Direct Client Employment**

through a transparent and documented process.

10 What Happens When the Engagement Changes?

Your concern

“What if our requirements change after we start?”

MWS approach

The MWS contractual structure identifies material changes that may require a compliance review.

Examples include:

- change in country of work;
- change in Australian State or Territory;
- physical deployment to Australia;
- significant change in the nature of Services;
- material change in supervision arrangements;
- change in workforce structure; or
- direct employment of the Technical Professional.

The objective is simple:

A change in the engagement should trigger the appropriate review before it becomes a compliance problem.

11 Your Risk Questions, Answered

Client concern	MWS contractual approach
Who employs the professional?	MWS
Who pays the professional?	MWS
Who manages employment matters?	MWS
Who defines technical requirements?	Client
Can the Client manage technical delivery?	Yes
Can the Client raise performance concerns?	Yes, directly with MWS
Can the professional be treated as the Client's individual contractor?	Not under the standard MWS structure
Does physical deployment to Australia require review?	Yes
Are Australian labour-hire rules assumed to be irrelevant?	No; jurisdiction and delivery model are assessed
Can the Client eventually hire the professional?	Yes, through the agreed conversion process
What happens if the engagement materially changes?	Compliance review is triggered

MWS's Operating Principle

Our Australian engagement model is built around a clear division of responsibility:

The Client controls the technical requirements.

MWS controls the employment relationship.

This allows the Client to obtain dedicated technical capability without unnecessarily taking on the underlying employment administration of the MWS workforce.

At the same time, MWS does not rely on a one-size-fits-all legal assumption. Where the delivery model, physical location, or nature of the engagement changes, the applicable Australian requirements are reviewed accordingly.

Important Note

This framework is provided as an evaluation-stage assurance document to explain MWS's approach to contractual and workforce-related risk.

It is not the MWS Master Services Agreement and does not replace the legally binding terms of the applicable MSA or SOW.

The final contractual documentation will address the specific Client, Services, delivery model, work location, commercial terms, responsibilities, and applicable legal requirements.