MAJOKA WORKFORCE SOLUTIONS

MWS CONTRACTUAL SAFEGUARDS FRAMEWORK

Singapore

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

Regulatory Compliance & Engagement Safeguards

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

For Singapore engagements, our operating model and contractual safeguards have been designed with consideration of relevant Singapore requirements, including the distinction between employment and independent contracting relationships, Employment Agency licensing considerations, work-pass requirements where applicable, and the actual operating structure of the engagement.

> **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 Singapore regulatory principles, including Ministry of Manpower requirements concerning Employment Agencies, employment relationships, work-pass requirements and the distinction between employment and service arrangements.

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

Standard MWS Engagement Model

Clear Separation of Responsibilities

SINGAPORE CLIENT	MWS	MWS-EMPLOYED ENGINEER
• Technical requirements • Technical priorities • Architecture requirements • Work priorities • Technical acceptance • Approved system access	• Employment • Payroll • Leave • Workforce administration • Performance management • Replacement • Termination	• India-based delivery • Technical execution • Assigned through MWS *Works within the agreed technical requirements and delivery structure*

Operating principle:

> **The client controls the technical requirements; MWS controls the employment relationship.**

01 Clear Employment Structure

Client Concern

Who actually employs the professional, and who is responsible for employment-related matters?

MWS Approach

The professional remains employed and managed by MWS in India.

MWS retains responsibility for employment administration, payroll, leave, workforce administration, performance management, replacement and termination.

The Singapore client purchases technical workforce capacity from MWS rather than directly employing the assigned professional.

Why It Matters

The employment relationship remains clearly separated from the client's technical requirements and delivery priorities.

This provides a defined division of responsibility between the client, MWS and the assigned professional.

02 Protection Against Employment Placement Concerns

Client Concern

Could the arrangement be viewed as MWS simply placing an individual with the Singapore client?

MWS Approach

MWS structures its standard offshore model around the provision of technical workforce capacity rather than acting solely as an intermediary between an individual and a client.

The professional remains an MWS employee in India, and MWS retains responsibility for the employment relationship and workforce administration.

MWS also distinguishes its workforce-service model from activities that may constitute employment placement or Employment Agency activity under Singapore requirements.

Why It Matters

The commercial structure is designed around an ongoing workforce relationship between MWS and the professional rather than a simple introduction or placement transaction.

Where a proposed engagement materially changes the nature of that relationship, MWS treats the change as requiring review rather than assuming the original structure continues to apply.

03 You Retain Technical Control

Client Concern

Will the client lose control over engineering requirements because MWS employs the professional?

MWS Approach

The Singapore client retains control over:

- Technical requirements
- Engineering priorities
- Architecture requirements
- Project priorities
- Technical acceptance
- Approved system access
- Required technical outcomes

MWS retains employment-related responsibility for the professional.

Why It Matters

The client remains able to define and manage the technical work required for its environment without assuming the employment relationship.

The practical division is straightforward:

> **The client determines what technical work is required.**
>
> **MWS manages the employment relationship and workforce administration.**

04 Performance Issues Remain Manageable

Client Concern

What happens if the assigned professional does not meet the required technical or delivery standard?

MWS Approach

MWS remains responsible for workforce management and can manage performance concerns through its employment relationship.

Where required, MWS can coordinate corrective action, performance management, reassignment or replacement in accordance with the engagement.

The client communicates technical performance requirements and delivery concerns to MWS.

Why It Matters

The client does not need to assume the employer role in order to address performance concerns.

MWS remains accountable for managing the workforce relationship while the client retains visibility and control over the required technical outcomes.

05 Singapore Employment Agency Considerations

Client Concern

Could Employment Agency licensing requirements apply to the engagement?

MWS Approach

Singapore distinguishes between activities involving the placement of jobseekers with employers and other workforce or outsourcing arrangements.

MWS therefore evaluates the actual structure and activity involved rather than assuming that every workforce engagement is automatically subject to the same Employment Agency requirements.

The standard MWS model is based on MWS employing the professional in India and providing technical workforce capacity to the Singapore client.

Why It Matters

The distinction between workforce services and employment placement can be important to the regulatory treatment of an engagement.

MWS therefore treats the nature of the activity, the employment relationship and the actual operating model as relevant considerations when structuring a Singapore engagement.

06 Offshore Delivery Is the Standard Model

Client Concern

Does the engagement require the professional to physically work from Singapore?

MWS Approach

The standard MWS model is an India-based workforce employed and managed by MWS.

The Singapore client receives remote technical capacity without requiring the professional to be physically deployed in Singapore.

Why It Matters

Keeping the standard delivery model offshore separates the engagement from arrangements involving Singapore physical deployment and the additional requirements that may accompany such deployment.

This allows the engagement to remain structured around remote technical delivery from India.

07 Physical Location Changes Trigger a Review

Client Concern

What happens if the client later wants the professional to work physically from Singapore?

MWS Approach

A change in physical work location is treated as a material change to the engagement.

MWS does not assume that the original India-based offshore structure automatically covers a Singapore-based arrangement.

Where physical deployment is proposed, the revised structure can be assessed for applicable work-pass, employment, tax, regulatory and operational requirements before implementation.

Why It Matters

The regulatory position of an offshore technical workforce and a professional physically working in Singapore can be materially different.

Treating location changes as a formal review point helps prevent an existing engagement structure from being applied incorrectly to a new operating model.

08 No Artificial Circumvention

Client Concern

Could the engagement be structured simply to avoid a requirement that would otherwise apply?

MWS Approach

MWS does not intend to use contractual labels or artificial structures to circumvent applicable employment, workforce or regulatory requirements.

The contractual structure and the actual operating model are intended to remain aligned.

Where the nature of an engagement changes materially, MWS treats that change as a reason to reassess the structure rather than attempting to preserve the original structure through contractual wording alone.

Why It Matters

This creates a transparent operating model that can be understood consistently by the client, MWS and the professional.

09 Direct Hiring Remains Possible

Client Concern

What happens if the Singapore client eventually wants to hire the assigned professional directly?

MWS Approach

Direct employment can be addressed through a defined conversion process between the client and MWS.

The transition is handled through the agreed commercial and contractual process rather than through an informal transfer or circumvention of the existing MWS engagement.

Why It Matters

This provides a controlled path for a client that eventually wants to build a direct internal team while protecting the commercial relationship between the client and MWS.

10 What Happens When the Engagement Changes?

Client Concern

What happens if the client, project, worker location or operating model changes materially?

MWS Approach

MWS treats material changes as a reason to reassess the engagement structure.

Examples include:

- Physical deployment in Singapore
- Government or highly regulated work
- Materially different access requirements
- Significant changes in supervision
- A change in the employment or service structure
- A change from remote offshore delivery to onshore deployment
- A proposed arrangement involving individual placement rather than workforce services

MWS does not assume that the original engagement structure automatically remains appropriate after a material change.

Why It Matters

The safeguards are intended to remain practical as the engagement evolves rather than assuming that one structure is suitable for every future scenario.

MWS Operating Principle

Capability → Selection → Assignment → Delivery

1 Capability

The client defines the required technical capability, technology stack, seniority, experience and delivery requirements.

2 Selection

MWS presents capability-focused profiles and evidence relevant to the requirement.

Where appropriate, the selection process can focus on capability and experience rather than treating the engagement as a simple individual placement exercise.

3 Assignment

The selected capability is assigned through the MWS employment structure.

The professional remains an MWS employee in India.

4 Delivery

The client retains technical direction while MWS manages the employment and workforce relationship.

Important

This framework describes MWS's operating safeguards and compliance approach.

It is not a substitute for Singapore legal advice.

Specific obligations may vary based on the client, worker location, industry, engagement structure and the actual activities performed by the parties.

MWS's principle is simple:

The client controls the technical requirements.

MWS controls the employment relationship.