MAJOKA WORKFORCE SOLUTIONS

MWS CONTRACTUAL SAFEGUARDS FRAMEWORK

United States

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 US engagements, our operating model and contractual safeguards have been designed with consideration of relevant US requirements, including worker-classification principles, employment and contracting considerations, applicable state and local requirements, and requirements that may arise from regulated industries, sensitive data or physical deployment within the United States.

> **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 US regulatory principles concerning employment and independent-contractor classification, including federal and state considerations that may apply depending on the structure and location of the engagement.

The standard MWS model is based on an MWS-employed, India-based professional delivering technical services remotely to a US client.

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

Standard MWS Engagement Model

Clear Separation of Responsibilities

US 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 US 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 creates a defined division of responsibility between the client, MWS and the assigned professional.

02 Protection Against Worker-Classification Concerns

Client Concern

Could the arrangement create an independent-contractor or worker-classification concern?

MWS Approach

MWS does not structure its standard offshore model around an individual independent contractor.

The professional remains an employee of MWS in India, while the US client engages MWS for technical workforce capacity.

MWS also recognises that worker-classification questions can depend on the actual economic and operational relationship, not simply on the wording used in a contract.

Accordingly, MWS intends for the contractual structure and actual operating model to remain aligned.

Why It Matters

The engagement is not designed around relabelling an individual worker as an independent contractor.

The employment relationship, workforce administration and commercial service relationship remain separately defined.

03 You Retain Technical Control

Client Concern

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

MWS Approach

The US 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 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 responsible for managing the workforce relationship while the client retains visibility and control over the required technical outcomes.

05 US State & Local Requirements

Client Concern

Does a single US-wide rule apply to every workforce engagement?

MWS Approach

The United States does not operate under a single uniform framework for every employment, staffing and service arrangement.

Requirements can vary based on:

- State
- Local jurisdiction
- Industry
- Engagement structure
- Worker location
- Physical presence
- Nature of the services

MWS therefore treats jurisdiction and engagement structure as relevant considerations rather than assuming that a single national rule applies to every engagement.

Why It Matters

A structure appropriate for a remote commercial SaaS engagement may require additional review if the client operates in a highly regulated industry, the professional is physically deployed in the US, or the engagement structure materially changes.

06 Offshore Delivery Is the Standard Model

Client Concern

Does the engagement require the professional to physically work from the United States?

MWS Approach

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

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

Why It Matters

Keeping the standard delivery model offshore separates the engagement from arrangements involving US physical deployment, immigration, onshore employment, state-specific workforce requirements or other obligations that may arise from US presence.

07 Physical Location Changes Trigger a Review

Client Concern

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

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 US-based arrangement.

Where physical deployment is proposed, the revised structure can be assessed for applicable immigration, employment, tax, state and local regulatory requirements before implementation.

Why It Matters

The regulatory position of an India-based remote professional and a professional physically working in the United States can be materially different.

Treating location changes as a formal review point helps prevent an offshore structure from being incorrectly applied to an onshore arrangement.

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 US 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.

Any resulting employment arrangement would be assessed under the requirements applicable to the new employment structure.

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 the United States
- Government or public-sector work
- Highly regulated industry requirements
- Materially different access requirements
- Sensitive or regulated data
- Significant changes in supervision
- A change in the employment or service structure
- A change from remote offshore delivery to onshore deployment
- A materially different scope of 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 transaction.

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 US legal advice.

Specific obligations may vary based on the client, worker location, state, locality, industry and engagement structure.

MWS's principle is simple:

The client controls the technical requirements.

MWS controls the employment relationship.