



Employment agreement

by and between **Kuehne + Nagel S.à r.l.**
1, Rue Edmond Reuter
L-5326 Contern
(hereinafter referred to as “KN”)

and **Mr. Akash Hombal**
(hereinafter referred to as “Employee”)

SC

February 23rd, 2022

1. Position

The Employee shall start as “IS Project Lead” within our business field Integrated Logistics.

2. Tasks and Responsibilities

The tasks and responsibilities of the Employee are described in the job description. The employee acknowledges to have received the job description and confirms the tasks and responsibilities.

The area of responsibility of the employee may be adapted to his professional or personal skills and due to the company’s requirements. The Employee shall primarily work at the domicile of the company, but if required, the Employee shall be expected to work at different locations of the company in Luxembourg and temporarily in the bordering region.

3. Terms of Agreement

This agreement shall enter into force as of **April 1st, 2022 (TBD)** and shall end automatically at the end of the month in which the Employee enters into retirement in accordance with statutory provisions and regulations. The entry into force of this contract is conditioned by the authorization to stay in Luxembourg for salaried activity.

4. Probationary Period

The employment shall be subject to a probationary period of six (6) months.

5. Remuneration

The employee shall receive a monthly gross salary in the amount of **€ 3.500,-**, payable in twelve instalments per year. The above mentioned gross salaries are paid on the basis of the Index being valid on the first working day.

Furthermore, based on individual performance and achievement of targets during the first 6 months, your monthly gross salary will be increased to **€ 3.800,-** payable in twelve annual installments with effect from **October 1st, 2022 (TBD)**.



As from **April 1st, 2022 (TBD)**, the Employee may receive a maximum gross variable bonus of up to € **3.000,-** p.a., based on individual performance and achievement of targets.

All other special bonus or incentive payments shall be considered a voluntary commitment on the part of the company, even if these are paid on a regular basis or in the same amount. Therefore, the Employee has no legal remedy to claim payment of such bonus or incentive.

This remuneration package also includes eventually arising additional social and tax costs related to business travelling (e.g. eventual additional tax obligations in the country of residence, etc.).

6. Provision of Accommodation / Visa application costs

Up to a maximum of two (2) months, calculated as from the beginning of the employment, the Employer shall provide an interim solution for the accommodation. The provision of accommodation is a non-monetary benefit and will therefore be subject to taxation.

Costs incurred due to request paperwork and other formalities are taken over by the employer up to a maximum of € 500,- based upon receipt. Reimbursement is requested via expense note after the start of the employee in Luxembourg.

In case the Employee will leave Kuehne + Nagel Luxembourg on her own request within the next twelve (12) months calculated from the date of removal, the Employee shall reimburse the relocation premium and the apartment costs entirely.

7. Working Hours / Holiday

The Employee is employed within the frame of a full-time employment. The working time is based on mutual trust and hence the weekly working hours of the Employee are equivalent to those of an employee holding a key function.

The holiday entitlement is based on the CLA (Collective Labour Agreement) valid on the first January of the year.

In case of absent or terminated CLA, the holiday entitlement is based on the Luxemburgish legislation valid on the first January of the corresponding year.

The holiday policy and the CLA in their latest versions are available on our intranet and as such an integral part of the employment agreement.

8. Confidentiality / Guidelines / Private Data

The Employee undertakes not to disclose to any third party any business information regarding KUEHNE + NAGEL that is made known to her in the course of her professional activity. In particular, any information regarding employee remuneration shall be kept strictly confidential.

Non-compliance with this provision on the part of the Employee may result in termination for good cause and related claims for damages. This confidentiality requirement shall continue to exist also after termination of the employment with KUEHNE + NAGEL.

Any and all business-related documents, records, stored files, and items, as well as any business-related correspondence that the Employee gets hold of during her employment with KUEHNE + NAGEL, shall



remain in the ownership of the Employer. Upon termination of employment, the Employee shall on her own initiative return to the Employer any such documents, records, or any other items not later than on the last working day.

The employee confirms that personal data can be transferred within Kuehne + Nagel or within the frame of Service Level Agreements to third parties for reason of payroll, training administration and career development.

The employee acknowledges and confirms the Anti-Trust Guideline, the Code of Conduct, the Anti-Bribery Guideline and other guidelines. The policies and guidelines available on the intranet in their latest versions are integral part of the employment agreement. As a consequence the employee confirms to respect those guidelines in future.

9. Pre-employment & reference check

The employee confirms that all information and documents that are in connection with the application and the employment within Kuehne + Nagel S.à r.l. are complete and correct. Furthermore the employee confirms that no information has been held back that is relevant for Kuehne + Nagel S.à r.l. and the employment with the company.

The employee understands that disciplinary measures can be taken in case deviations from the provided information are identified.

10. Ancillary Activities

The Employee undertakes to utilise her entire working capacity exclusively for the interests and purposes of KUEHNE + NAGEL S.A R.L. Any ancillary activity, publications or speeches within the Employer's scope of business shall be subject to prior consent. This shall also apply to the Employee taking any direct or indirect interest in other companies.

11. Medical Check-up

In accordance with article L-326-1 of the Luxembourg Civil Code regarding occupational health, the Employee shall be obliged to pass medical check-ups. Such examinations shall be performed by a physician who is recognised and certified by the "National Service of Occupational Medicine". This agreement is provisional until such time that the Employer has received the fitness for work certificate issued by the occupational physician. Moreover, the Employee will be obliged to attend regular check-ups and present the fitness for work certificates issued to the Employer on her own initiative.

12. Tax and Social Security Obligation

The Employee hereby confirms that he will, during the duration of this employment relationship and thereafter, fully comply with the existing and future legal and/or contractual social security and tax rules provided for by the applicable law and/or any applicable contractual arrangements (in particular any bilateral agreements aiming at avoiding a double taxation of the Employee's remuneration) in relation to the Employee's obligations towards the competent tax and social security authorities.

The Employee hereby confirms that he will keep herself informed in relation to all changes to these applicable legal and/or contractual social security and tax treatment provisions and that he will in any case comply in this respect with any and all amendments of the existing legal and/or contractual provisions and any new legal and/or contractual provisions applicable to the employment relationship, notwithstanding her place of residence and her place of work.



13. Governing Law and Venue

Should one or several provisions of this agreement be or become fully or partially invalid, the remaining provisions shall remain unaffected. The ineffective or invalid provision(s) shall be replaced, amended or interpreted so as to fulfil the purpose of the present agreement.

This agreement shall be governed by the laws of the Grand Duchy of Luxembourg and in particular by the provisions of the Luxembourg Civil Code. Regardless of her respective place of residence, the Employee expressly submits to the jurisdiction of the Courts of Luxembourg.

KUEHNE + NAGEL S.A R.L. reserve the right to take legal action, at its discretion, at another competent court in order to enforce its rights on the basis of the present agreement.

Both parties agree to sign the labour agreement electronically and keep each one copy. This electronic labour agreement has been made up in

Contern/Luxemburg, February 2nd, 2022

KUEHNE + NAGEL S.A R.L.

(Tobias Jerschke)
Managing Director
BeLux

(Kris Monnens)
Director HR
BeLux

cc: Lux NF-M

Cost- Center: TBD

.....
(Akash Hombal)