

# Contract of Employment

## Between

(1) Adecco UK Limited ('the Company') whose registration number is 00593232 of 10 Bishops Square London E1 6EG

and

(2) OMKAR GADHAVE of 19 Earls Way, Thurmaston, Leicester, Leicestershire, LE4 8FY.(You)

## It is agreed:

### 1

#### DEFINITIONS AND INTERPRETATION

In this Agreement, the following expressions have the following meanings:

**Flex Plan** means the flexible benefits plan in place at the time.

**Company** means (legal entity).

**Adecco Company** means any company which for the time being is a holding company of the Company or a subsidiary of the Company (both as defined by S.1159 of the Companies Act 2006) or a subsidiary of a holding company (as defined), or any company where not less than 25% of its ordinary share capital is owned by the Company or a holding company of the Company or a subsidiary of the Company or a subsidiary of a holding company.

**Immediate Relatives** means husband, wife, common law spouse/civil partner, children, brothers, sisters, cousins, aunts, uncles, parents, grandparents and those same relatives by marriage or civil partnership.

**Reference Salary** means your current basic salary before any salary sacrifice deductions.

the **Regulations** means the Working Time Regulations 1998.

Headings are for ease of reference only and shall not be taken into account in the construction of this Agreement.

References in this Agreement to any statute or statutory provision include reference to that statute or statutory provision as modified, amended or re-enacted.

### 2

#### EMPLOYMENT CAPACITY

- 2.1 The Company shall employ you on a fixed term basis as an Industrial Placement and you agree to act as an Industrial Placement or in such other capacity or office as the Company may from time to time reasonably direct.

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## 3

### COMMENCEMENT AND PERIOD OF EMPLOYMENT

- 3.1 Your employment shall commence on 01/07/2021 and shall continue, subject to the remaining terms of this agreement, until it terminates on 30/06/2022 without the need for notice unless previously terminated by either party giving the other notice in accordance with Clause 20.1. Please note that the commencement date may change and we reserve the right to pay you from the date you started onsite, an amendment to Terms & Conditions will be sent to you should this happen.

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## 4

### PROBATION PERIOD

- 4.1 The first six months of your employment is a period of probation. This probation period may be extended at the Company's absolute discretion. The Company will notify you in writing of the successful completion of the probation period and the period may not be deemed to have been completed until such notice is received. For the avoidance of doubt, the Company will be under no obligation to follow the Company's disciplinary and dismissal procedure during any period of probation.

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## 5

### DUTIES

- 5.1 During your employment, you shall:
- (a) perform those duties assigned to you by the Company or any Adecco Company;
  - (b) comply with all reasonable and lawful requests and instructions of the Company, and with all the Company's rules, regulations, policies and procedures and those of any Adecco Company from time to time in force;
  - (c) faithfully and loyally serve the Company or any Adecco Company to the best of your ability and use your best endeavours to promote the Company's and the Adecco Companies' interests; and
  - (d) not do or permit to be done anything to the prejudice, loss or injury of the Company or any Adecco Company.
- 5.2 You may be required to perform services not only for the Company but also for any Adecco Company and, without further remuneration (except as otherwise agreed), to accept any such office or position in or with any Adecco Company which is consistent with your position with the Company, as the Company may from time to time reasonably require. The Company may, at its sole discretion, assign your employment to any Adecco Company on the same terms and conditions as set out in this Agreement.
- 5.3 The Company reserves the right to assign you to whichever customer account it deems appropriate from time to time and you understand, and accept as an integral part of your role, that you will be required to move from, and between, accounts at the Company's discretion.
- 5.4 You may be required to attend training as part of an apprenticeship. The Company will release you from your duties to attend such training as is reasonably required to complete the apprenticeship and obtain the agreed qualification.

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## 6

### DEVOTION TO DUTIES

- 6.1 Save where the Company has assigned no duties to you under Clause 21 or as expressly agreed in advance in writing by the Company, you shall devote the whole of your working time, attention and abilities to the business and affairs of the Company or Adecco Companies, unless prevented by ill-health.

- 6.2 You shall not during this Agreement, either on your own account or for any other person, firm or company, in any capacity whatsoever, be engaged or concerned in, or provide services to, any business or engagement other than that of the Company or any Adecco Company where in the Company's opinion it would represent a conflict of interest or impact upon your ability to fulfil your role, except with the prior consent in writing of the Board, but you may hold up to 5% of any securities which are quoted on a recognised investment exchange.
- 6.3 You confirm that you have disclosed fully to the Company all circumstances in respect of which there is, or might be, a conflict of interest between the Company or any Adecco Company and yourself and your Immediate Relatives and you agree to disclose fully to the Company any such circumstances which may arise during your employment under this Agreement.
- 6.4 You shall not without the consent of a director of the Company during your employment under this Agreement communicate to the press or other media any comment, opinion or information whatsoever regarding the Company or any Adecco Company.

## **7 PLACE OF WORK**

- 7.1 Your normal place of work is at Client Site - Lloyds - Manchester.
- 7.2 You may be required to work at other locations either on a permanent or temporary basis in the performance of your role, and or to meet the business needs of the Company. You may be required to travel on the business of the Company at the reasonable request of your manager to other locations within the United Kingdom or outside the United Kingdom

## **8 HOURS OF WORK**

- 8.1 Your normal working hours are 35 per week, but you may be required to work such additional hours as are in the sole discretion of the Company reasonably necessary for the proper performance of your duties. You are not entitled to any additional remuneration for any hours worked outside normal working hours.
- 8.2 Training may take place outside normal business hours and at locations other than your usual place of employment. It is a condition of your employment that you attend such training for which you will not receive additional payment
- 8.3 You agree that the maximum weekly working time limit provided for in Regulation 4(1) of the Regulations shall not apply to you and you specifically waive that limit by signing this Agreement. Should you want to withdraw your agreement to this sub-clause you must do so by providing three months' prior written notice to the Company that you wish to do so. The exercise of that right shall not in any way affect the operation of any other provision in this Agreement.

## **9 REMUNERATION**

- 9.1 You shall receive a basic salary (the Reference Salary) accruing from day to day at the rate of £18500.00 gross per annum, to be paid in twelve monthly instalments in arrears (less deductions for PAYE tax and employee's National Insurance Contributions) on or around the 28th of each calendar month by BACS transfer. The Reference Salary shall (unless otherwise agreed in writing by the Company) be inclusive of all fees and other remuneration to which you may be entitled (whether as employee or office-holder) from the Company or any Adecco Company.
- 9.2 Your Reference Salary will be reduced by such amounts as you shall elect to sacrifice in order to fund benefits choices and pension scheme contributions under the terms of the Flex Plan. For the avoidance of doubt, all references to salary within this Service Agreement are in respect of the unreduced Reference Salary.

- 9.3 You hereby agree that the Company may deduct from your salary or any other payments due to you from the Company any sums, including but not limited to overpayments (whether as a result of an error by the Company or otherwise), and loans owing to the Company or any Adecco Company by you from time to time, holiday or sick pay beyond your contractual entitlement, unreturned Company property, and the cost of any loss or damage caused by your negligence. In addition you also agree to the Company withholding an amount from your salary or other payments pending the return of Company Property in line with any additional policy brought to your attention during the course of your employment with the Company.
- 9.4 Your salary may be eligible for review in line with Company policy and at such times as the Company deems appropriate. The undertaking of a salary review does not confer a contractual right (whether express or implied) to any increase in salary and you acknowledge that any salary increase is at the absolute discretion of the Company.

## 10 EXPENSES

- 10.1 You shall be reimbursed all reasonable travelling, hotel, entertainment and other expenses properly and necessarily incurred by you in the performance of your duties, subject to the Company's rules and policies relating to expenses as may be in force from time to time. You shall produce to the Company satisfactory supporting vouchers and receipts in respect of such expenses before such reimbursement is made.

## 11 PENSION

- 11.1 The Company operates a Group Personal Pension Plan which you are eligible to join from the commencement of your employment. If you elect to join the scheme the Company may contribute to the pension scheme after a qualifying period and subject to the rules of the pension scheme in place which may be amended from time to time.

## 12 OTHER BENEFITS

- 12.1 You will be eligible to join the Flex Plan at the next entry date, subject to the rules of the plan as may be amended from time to time. Details of membership of the Flex Plan and the Flex Plan terms and conditions will be advised at the time of joining. The Company reserves the right to amend or withdraw the Flex Plan at any time.

## 13 HOLIDAYS

- 13.1 You will be entitled to **23** days' paid holiday during your first complete holiday year. Should your employment begin part way through a holiday year, your entitlement will be calculated on a pro-rata basis for that year. Your entitlement to paid holiday during years subsequent to your first complete holiday year will increase as set out below.

Holiday Year	Working Days Entitlement
2	24
3	25
4	26

- 13.2 Subject to the sole discretion of your line manager you shall not take more than two consecutive weeks' holiday at any one time. Holidays must be taken at times convenient to the Company and no holiday shall be taken without the prior written consent of the Company. The Company may instruct you to take paid holiday at any time.

- 13.3 In addition to this entitlement, you will be entitled to any normal public holidays that fall on a day of the week which is a normal working day for you. If the Company requires you to work on a public holiday, you will be granted time off in lieu.
- 13.4 Should you work on a part-time basis your entitlement to paid holiday and public holidays will be calculated pro-rata. For further information, please refer to the annual leave policy and procedure a copy of which can be obtained from Human Resources.
- 13.5 Holiday entitlement cannot be carried over from one holiday year to the next. Any entitlement remaining at the end of any holiday year will therefore lapse and no payment in lieu of such entitlement will be paid
- 13.6 On termination of your employment with the Company subject to Clause 13.7, you will be entitled to payment in lieu of any accrued but unused holiday entitlement. If you have taken more than your accrued entitlement at the date of termination, the Company shall make an appropriate deduction from your final salary payment. For these purposes one day's holiday entitlement shall accrue at the rate of 1/260 basic annual salary (pro rata where required). Where notice of termination is given by either party, you may be required to use any accrued but untaken holiday entitlement prior to the termination of Employment.
- 13.7 If your employment is terminated in accordance with Clause 21.2, you will only be entitled to payment in lieu of unused statutory holiday entitlement.

## 14 SICKNESS OR INJURY

### Process

- 14.1 If you are unable to work as a result of ill-health, injury or other medical incapacity you shall notify your manager no later than 15 minutes after the start of your normal working day on the first day of absence. If your absence continues after the first day, unless otherwise notified, this should be repeated on each subsequent day. If you are unable to notify your manager, you should contact your manager's manager. Please see the absence policy for further details.
- 14.2 On your return to work, you must complete a self-certification form. If you are absent for more than seven consecutive calendar days, you will be required to provide a doctor's certificate. Further doctor's certificates will be required if your absence continues beyond the period stated on the initial certificate. When you are ready to return to work, where required a final certificate must be produced confirming this. Your entitlement to Company sick pay, as set out below, will be dependent upon compliance with these requirements. If you fail to provide any of the above certificates the Company may withhold salary and you may be ineligible for Statutory Sick Pay (SSP).
- 14.3 The Company reserves the right to take disciplinary action and to withhold salary and/or other payments if you are absent from work without an acceptable reason being given and/or if you fail to follow the Company's sickness procedure set out in Clauses 14.1 to 14.2 above as well as any Sickness and Absence policies which may be in force from time to time.
- 14.4 The Company reserves the right to require you to attend a medical referral or undergo a medical examination at the Company's expense by a doctor nominated by the Company at any time. In order that the Company may have the results of any such examination you agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.
- 14.5 If your absence is due to injuries, actionable negligence or nuisance caused by, or on account of a breach of any statutory duty by, any third party, all payments made to you by the Company under this Clause 14 shall, to the extent that compensation is recoverable from that third party (or would be recoverable but for this Clause), constitute loans by the

Company to you which shall be repaid by you as a debt when and to the extent that the Company requests such repayment.

#### Sick Pay

- 14.6 For the purpose of this Clause, "sick pay year" means the 12 month period which commences when you are first absent from employment due to sickness or injury (following the successful completion of your probation period) and each subsequent 12 month period thereafter.
- 14.7 You shall be entitled to Statutory Sick Pay (SSP) only through sickness or injury during your probation period.
- 14.8 Thereafter, subject to the provisions of Clause 14.10, 14.11 and 14.12, you may be entitled to Company Sick Pay (CSP) based on your basic Salary, in respect of absence through sickness or injury during any sick pay year in the following amounts:-

<b>Length of Service</b>	<b>No. of Working Days Company Sick pay Entitlement in any Sick Pay Year</b>
During probation and Notice Period	SSP Only
After probation	10 days @ 100% of salary 10 days @ 50% of salary

The above CSP entitlement will be pro-rated for part-time employees. The Company reserves the right to amend or withdraw CSP providing reasonable notice at any time.

- 14.9 Where relevant, the above sick pay entitlement will include any payment of SSP. As with other earnings, SSP is subject to the deduction of Income Tax, National Insurance and all normal deductions.
- 14.10 If you exhaust your CSP, during a continuous period of illness, you shall be entitled to SSP only for the remainder of that continued period of illness and thereafter for any further periods of illness you shall be entitled to SSP only for the duration of the relevant Sick Pay Year.
- 14.11 If, during a continuous period of illness you exhaust your CSP and during that continuous period of illness a new Sick Pay Year commences, you will not be entitled to claim any CSP entitlement for the new Sick Pay Year for that continued period of illness.
- 14.12 If you exhaust your CSP entitlement in a Sick Pay Year, irrespective of whether that period of sickness and injury continues into the next Sick Pay Year, you must return to work for a minimum period of at least four consecutive weeks during the next Sick Pay Year before you can become entitled to claim any further contractual sick pay entitlement for that respective Sick Pay Year.
- 14.13 If you or the Company have given notice in writing to terminate your employment in accordance with Clause 20.1 below, you will be eligible for SSP only for the duration of your period of notice, irrespective of whether or not you have exhausted CSP pursuant to Clause 14.6 above.

## **15** **INTELLECTUAL PROPERTY**

- 15.1 For the purpose of this Clause 15, the following expressions shall have the following meanings:

**"Intellectual Property"** means inventions, designs, discoveries, processes, formulae, notations, improvements, know-how, goodwill, reputation, get-up, trade names and marks, internet domain names or similar electronic identifiers, logos, devices, plans, models, drawings, computer software, databases (including any contacts created on social media websites), literary, dramatic, musical and artistic works as defined by the Copyright Designs and Patents Act 1988;

**"Intellectual Property Rights"** means patents, designs, rights (whether registered or unregistered), copyrights, database rights (including in any social media website), rights in confidential information and all other forms of intellectual property (in each case in any part of the world and whether or not registered or registrable, and to the fullest extent of those rights, for the full period of those rights and all extensions and renewals of those rights), and all applications for registration of those rights.

- 15.2 References to the Company in this Clause 15 shall be deemed to be to any Adecco Company where the context permits.
- 15.3 You acknowledge that all Intellectual Property Rights subsisting or attaching to all Intellectual Property made, originated or developed by you at any time in the course of your employment with the Company shall belong to and vest in the Company and/or any Adecco Company absolutely to the fullest extent permitted by law. You undertake, at the request and expense of the Company and/or any Adecco Company, to execute all such documents and give all such assistance as in the opinion of the Company and/or any Adecco Company may be necessary or desirable to vest any such Intellectual Property Rights in the Company and/or any Adecco Company absolutely, and you hereby assign by way of present assignment of future rights all Intellectual Property Rights in any Intellectual Property made, originated or developed by him in the course of his Employment.

## 16 DATA PROCESSING AND EMAIL/INTERNET MONITORING

### Information Privacy

- 16.1 You acknowledge that you have read and understood the Worker Privacy Information Statement (the **"Policy"**). You confirm that you have been informed of the collection and processing of personal information relating to you in accordance with the Policy.

In particular, you confirm that you have been informed of:

- (i) the transfer worldwide (including to countries which may not offer the same level of information protection) of personal information held about you by the Company or your clients to other employees and departments, offices of the Company's worldwide organisation and to third parties (described in the Policy) where disclosure to such third parties is required in the normal course of business or by law (in each case to the extent permitted by law);
  - (ii) the monitoring of communications in accordance with clause 16.2, below, "Employee Monitoring Notice;" and
  - (iii) the carrying out of background checks to the extent permitted by law.
- 16.2 The references to information "relating to you" or "about you" includes references to information about third parties such as your spouse and children (if any) which you provide on their behalf, to the extent permitted by applicable law. The reference to "sensitive information" is to the various categories of sensitive personal information identified by applicable privacy legislation as requiring special treatment, including in some circumstances the need to obtain explicit consent. These categories may comprise personal information about or from which we can determine or infer an individual's racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union or professional association, physical or mental health condition, genetic or biometric data, sexual life, or judicial data (including information

concerning the commission or alleged commission of a criminal offence). We only process “sensitive information” in your jurisdiction if and to the extent permitted by applicable law.

- 16.3 You will treat any personal information to which you have access in the course of (and after) your employment in accordance with Adecco Company Policies and all applicable policies and procedures that are issued from time to time by Adecco, its ultimate parent company and their affiliates. In particular, you will not use any such personal information other than in connection with and to the extent necessary for the purposes of your employment or engagement (including after the end of such employment or engagement).
- 16.4 You will comply with all policies, rules and regulations documented on the Company's intranet.
- 16.5 Our Worker Privacy Information Statement sets out further details on the purposes for which we collect your personal information and how we will use it, the entities to which we may disclose your personal information and their location, the consequences for you if we do not collect your personal information, and how you may access, correct or make a complaint in relation to the handling of your personal information on legitimate grounds (including by emailing the Adecco Privacy Office at [adecco.globalprivacy@adecco.com](mailto:adecco.globalprivacy@adecco.com)) or you can contact your local privacy lead at [privacy@adecco.co.uk](mailto:privacy@adecco.co.uk).

#### Employee Monitoring Notice

- 16.6 You acknowledge that the Company may monitor and record any use that you make of the Company's electronic communications systems for: security reasons, to ensure that the Company's rules are being complied with, to comply with its legal obligations and to pursue the Company's legitimate business interests. You shall comply with any electronic communication systems policies that the Company may issue from time to time.

## **17** USE OF PROFESSIONAL AND SOCIAL NETWORKING SITES

- 17.1 You agree to comply with the Company's policies as may be in force from time to time concerning the use for purposes connected with your employment of networking sites including but not limited to Facebook and Linked In. You agree that you will not make any derogatory or discriminating comments about the Company or any Adecco Company or any of its employees, office holders, clients or contractors on such sites, whether those comments are made at work or outside the workplace.
- 17.2 You agree that you may only use a Linked In account for the purposes of your employment which has been created using the business e-mail address provided to you by the Company. You agree that any client or candidate contacts which are created or used on that account during your employment will be and will at all times remain the Intellectual Property of the Company.

## **18** DISCIPLINARY, DISMISSAL AND GRIEVANCE PROCEDURES

- 18.1 For full details of the Company's Disciplinary and Dismissal procedure and Grievance procedure please refer to the Human Resources Department. The Company's Disciplinary and Dismissal procedure and Grievance procedure do not form part of your terms and conditions of employment or otherwise have contractual effect.
- 18.2 In order to investigate any disciplinary matter or grievance involving yourself, the Company is entitled to suspend you on full pay and contractual benefits for so long as is reasonably considered necessary by the Company.

## **19** ENSURING BEST PRACTICE

- 19.1 If, at any time during your employment, you become aware that any of the matters listed below have occurred or might occur, or should you obtain information which in your genuine and reasonable belief tends to show that one or more of the matters listed below have



occurred or might occur, either in relation to the Company or any Adecco Company, its or their officers, employees or shareholders, or which affects the Company or any Adecco Company (or its or their officers, employees or shareholders), the Employee should immediately report the matter in accordance with the Company's Adecco Compliance & Ethics (ACE) Programme.

- (a) where a criminal offence has been committed, is being committed or is likely to be committed by an employee of an Adecco Company;
  - (b) where a person has failed, is failing or is likely to fail to comply with any legal obligation to which you are subject;
  - (c) where concern exists that the Company's or any Adecco Company's accounting procedures are not being complied with; or
  - (d) where information relating to any of the above matters has been, is being or is likely to be deliberately concealed.
- 19.2 The Company shall not treat the fact that you have made a report of the sort described in Clause 19.1 as grounds for subjecting you to any detriment, which includes disciplinary action, provided that the report is made in good faith and without malice.
- 19.3 Your report shall be treated in confidence, but may be disclosed to other employees or officers of the Company, or of any Adecco Company where appropriate in the circumstances. Your report shall be investigated as promptly as is reasonably practicable, and the Company shall report back to you after any investigation in such a manner and to such an extent as the Company considers appropriate in the circumstances. You should treat the investigation, and any reports of its outcome (in whatever form), as strictly confidential.

## 20 TERMINATION

- 20.1 Your employment will continue until terminated by either party giving written notice to the other party as follows:

<u>Length of Service</u>	<u>Period of Notice</u>
During probation	4 weeks from the employee 1 week from the Company
After probation	4 weeks from the employee 4 weeks from the Company

- 20.2 Notwithstanding any other provision of this Agreement the Company may terminate your employment with immediate effect (without notice or any payment in lieu of notice), where:

- (a) the Company believes that you have:
  - (i) committed any act of dishonesty, or other gross misconduct, or gross incompetence or gross neglect of duty; or
  - (ii) committed a second or subsequent serious breach of any express or implied obligation under this Agreement, (which for the avoidance of doubt need not be of the same nature or type); or
  - (iii) committed a serious breach of any of the Company's policies and procedures or those of any Adecco Company applicable from time to time applicable; or
  - (iv) committed any act which in the opinion of the Board brings you, the Company, or any Adecco Company into disrepute, or prejudices the interests of the Company or any Adecco Company;

(any reference in this sub-clause to an act shall be interpreted as including a reference to an omission); or where:

- (b) you are convicted of any criminal offence, other than an offence under the road traffic legislation in the United Kingdom for which you are punishable by a period of six months or more imprisonment; or
  - (c) you become bankrupt or make any arrangement or composition with your creditors generally; or
  - (d) you are or become of unsound mind or a patient for the purpose of any statute relating to mental health; or
  - (e) you become prohibited by law from being a director; or
  - (f) you neglect or refuse to perform all or any of your duties under this Agreement without reasonable cause; or
  - (g) you are guilty of negligence or incompetence and persist therein
- 20.3 If your employment is terminated on the grounds of misconduct, any payment in lieu of untaken holiday entitlement will be calculated only by reference to your entitlement to annual leave under the Working Time Regulations 1998 and no payment will be made in respect of any additional entitlement under this contract.
- 20.4 The Company may at its sole discretion elect to make a payment in lieu of any period of notice that would otherwise be due to you. Any such payment in lieu will include only your basic salary and you will not receive payment in respect of any other remuneration or benefits that would otherwise have been due to you during the period of notice.

## 21 PERIOD AWAY FROM WORK

- 21.1 Where either party gives notice to terminate your employment or otherwise purports to terminate it, the Company may, at its absolute discretion, require you for the whole or any part or parts of the contractual notice period (whether notice is given by the Company or you, or if you seek to resign without giving notice):
- (a) not to attend your place of work or any other premises of the Company or any Adecco Company; and/or
  - (b) not to carry out some or all of your duties under this Agreement or to substitute your then current duties and carry out other duties for any Adecco Company location as defined in clause 7.2 (in addition to or instead of your current duties) or special project work instead (the "Leave Period").

During the Leave Period the Company may require you:

- (i) to resign immediately from all offices you may hold in the Company, and in any Adecco Company and from all other appointments or offices which you hold as nominee or representative of the Company and any Adecco Companies;
- (i) to return to the Company all documents and other property (including mobile phone/device computer hardware and software) belonging to the Company and any Adecco Company including but not limited to Confidential Information (as defined in Clause 25); and
- (iii) to be available both during normal working hours and at any other reasonable times to answer any work related queries; and

- (iv) not to communicate with clients, employees or officers of the Company and any Adecco Company

provided that the Company shall continue to pay you your full basic salary only and to make available to you during any such Leave Period all other benefits to which you are entitled under this Agreement. Any holiday entitlement which has accrued to you as at the commencement of any Leave Period, and any holiday entitlement which continues to accrue, shall be deemed to be taken by you during such Leave Period.

- 21.2 Should the Company require you to do all or any of the things set out in Clause 21.1 the other terms of this Agreement shall nevertheless remain in full force and effect save as varied by this Clause 21.
- 21.3 During the Leave Period you will continue to be bound by all obligations (whether express or implied) owed to the Company and any Adecco Company under the Terms of this Agreement and Addendum or as an employee of the Company.

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## **22 RETURN OF PROPERTY AND DOCUMENTS**

- 22.1 Whenever requested to do so by the Company, and in any event on termination of the Employment, you shall immediately return to the Company in accordance with its instructions all records including candidate and client data, papers, correspondence, client files, equipment (including computer equipment), passwords, mobile telephone, car, software, notes, reports or property of whatsoever nature (including security passes, keys, books, materials and credit cards) which may be in the Employee's possession or control and which relate in any way to the business or affairs of the Company and any Adecco Company, and no copies, notes or abridgements of any of the above shall be retained by you.

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## **23 RESIGNATION OF OFFICES**

- 23.1 After termination of your employment, however and whenever it occurs, or if notice is given by either party to terminate your employment, you shall immediately upon the request of the Company resign from all offices held by you in the Company and in any Adecco Company without claim for compensation. Should you fail to do so the Company and any applicable Adecco Company may act as your attorney pursuant to Clause 26.2 to give effect to such resignation(s).

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## **24 RECONSTRUCTION OR AMALGAMATION**

- 24.1 If your employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation, and you are offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which, taken as a whole, are not substantially less favourable than the terms of this Agreement you shall have no claim against the Company in respect of the termination of your employment.

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## **25 PRIOR RIGHTS AND DELAY**

- 25.1 The termination of your employment shall be without prejudice to any right that the Company may have in respect of any breach by you of any of the provisions of this Agreement which may have occurred prior to termination.
- 25.2 No failure or delay on the part of the Company or any Adecco Company in exercising any right or power under this Agreement shall take effect as a waiver.

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## 26 RESTRICTIVE COVENANTS DURING AND AFTER YOUR EMPLOYMENT WITH THE COMPANY

- 26.1 You agree that both during and after your employment with the Company you shall comply with all the restrictive covenants set out in the addendum to this Agreement ("**Addendum**") (as detailed in appendix 1)

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## 27 GENERAL

- 27.1 You warrant that:
- (a) by entering into this Agreement you will not be in breach of any agreements with or obligations owed to any third party;
  - (b) the particulars contained in any curriculum vitae supplied, your qualifications and all other representations (whether verbal or in writing) to the Company in relation to your employment by the Company or in connection with this Agreement are true and not misleading;
  - (c) you have appropriate qualifications and experience as are necessary to fulfil your duties pursuant to this Agreement.
- 27.2 You hereby irrevocably and by way of security appoint the Company and each Adecco Company now or in the future existing to be your attorney to act in your name and on your behalf, and as your attorney to sign, execute and do all acts, things and documents which you are obliged to execute and do under the provisions of this Agreement.
- 27.3 The Company reserves the right to make reasonable changes to the terms of this Agreement from time to time and such changes will be notified to you and shall take effect immediately. At least one month's written notice will be given to you of any significant changes. You will be deemed to have accepted such changes at the expiry of the one month period.

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## 28 PRIOR AGREEMENTS AND ENTIRE AGREEMENT

- 28.1 This Agreement and Addendum sets out the entire understanding between the Company and you and supersedes any previous agreement or arrangement whether oral or in writing between both parties in relation to the Employment of you by the Company (which shall be deemed to have been terminated by mutual consent).

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## 29 MISCELLANEOUS STATUTORY PROVISION

- 29.1 There are no collective agreements in force relating to your employment under this Agreement.

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## 30 NOTICES

- 30.1 Any notices given under this Agreement shall be deemed to have been duly given if given personally by the Company to you or if sent by either party by registered post addressed to the other party (in the case of the Company at its registered office for the time being and in the case of you, at his your last known address), and such notice shall be deemed to have been given on the day and at the time of delivery (when delivered personally), or on the second day following that on which it was posted (when posted).

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## 31 THIRD PARTIES

- 31.1 Any Adecco Company may enforce the terms of this Agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 ("the 1999 Act"), but the Company and you may rescind, vary, waive, assign or release any or all of their respective rights or obligations under this Agreement without the consent of any Adecco Company. Other than as provided in this Clause, the Company and you do not intend that any term of

this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

NB: the 1999 Act is not in force in Scotland so this clause does not apply to a contract governed by Scots Law

## 32 APPLICABLE LAW

- 32.1 This Agreement and Addendum shall be governed by and construed in accordance with the laws of England and Wales, or the laws of Scotland if the Employee is based there. The parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales or Scotland, according to the parties' above choice of law.

## 33 ASSIGNMENT SCHEDULE

- 33.1 From time to time, you may also be provided with supplementary terms to this Contract of Employment in an Assignment Schedule. In the event of any conflict between the terms in this document and the terms in any such Assignment Schedule, the terms in the Assignment Schedule will prevail to the extent that there is conflict. Otherwise, the terms of this Contract of Employment will prevail.

### Appendix 1

This Addendum ("**Addendum**") forms part of your contract of employment and outlines your general obligations to the Company and restrictions on your activities during and after your employment with the Company.

#### 1. Interpretation

##### 1.1 General Definitions

All definitions in the Addendum shall remain the same as those in your contract of employment, except as provided by the below definitions or otherwise stated.

**"Agreement"** means the terms and conditions of your contract of employment together with, any additional or replacement particulars of employment provided by the Company in writing (from time to time), and all Policies;

**"Garden Leave"** means all or any part of any period of notice of termination of your employment (howsoever arising) during which the Company may require you not to attend your normal place of work, or any other Company premises for work;

**"Manager"** means the person whom you report to, as notified by the Company from time to time;

**“Policies”**

means any and all of the Company's policies and procedures, (which all employees must comply with during the performance of their contract of employment with the Company,) and which you can access and view through the Company's intranet site and which may be amended from time to time;

**“Termination Date”**

means the date on which your employment with the Company terminates (howsoever occurring) which shall either be the last day of the period of notice provided by you or the Company under Clause 20 (and which shall apply to any period of notice under which you are placed on Garden Leave), or the date upon which you or the Company give notice to terminate your employment where the Company elects to pay you in lieu of notice;

## 1.2 Construction

- a) References in this Addendum to statutes or regulations shall include any statute or regulation modifying, re-enacting, extending or made pursuant to the same or which is modified, re-enacted or extended by the same.
- b) References to a person include an individual, firm, corporation and any other organisation however it is constituted and words denoting the singular include the plural and vice versa.
- c) Headings are for ease of reference only and shall not be taken into account in the construction of this Addendum.

## 2. Your General Obligations to the Company and Restrictions on Activities During and After Your Employment with the Company

## 2.1 Definitions

In this Clause the following words or phrases shall have the following meaning unless the context otherwise admits:

**Business** means any trade or business (which includes that of supplying persons seeking and willing to undertake either temporary work or to be put forward as a candidate for permanent work) which are the same as or similar to the trade or business of the Company in the business sectors in which the Company provides its services.

**Candidate** means any person who has contacted the Company with a view to using the services of the Company to obtain temporary, contract or permanent work or who has registered with the Company as seeking and willing to undertake either temporary or contract work or to be put forward as a candidate for permanent work.

**Client** means any company, firm or individual in respect of whom you or, to your knowledge, any employee of the Company under your control in the course of their duties to the Company (i) for the purposes of interpreting Clause 2.2, “at any time” (ii) for the purposes of interpreting Clauses 2.3 and 2.4 “at any time during the twelve month period prior to the Termination Date”:

- a) have/has arranged or have/has been requested to arrange the supply of a Candidate, Contractor or any other person seeking temporary or permanent work; or
- b) have/has been involved in canvassing or negotiating the supply of Candidates, Contractors or any other person seeking temporary, contract or permanent work for or on behalf of the Company;

**Confidential Information** has the meaning given to it in Clause 2.2.1.

**directly or indirectly** means you acting alone or jointly with or on behalf of or in association with any other person, firm or company, whether as principal, director, partner, manager, employee, contractor, consultant, investor or otherwise.

**Contractor** means any limited company or individual engaged by the Company in any capacity to provide services to one or more of the Company's clients and "Contractor" shall, for the purposes of this Addendum, include any individual consultant assigned by any such limited company to perform services for any such client of the Company.

**Key Employee** means any person employed in the business of the Company as a recruitment consultant or in a key, senior or managerial capacity.

**Person** includes any company, firm, organization or other entity.

**Relevant Area:** Means the geographical area or areas or part of the Company's business operations for which the Senior Employee is responsible as defined by the Company during the six months prior to the Termination Date.

**Senior Employee** means employment or engagement (whether remunerated or not) in the role of a senior manager, executive or director of the Company (or any other Adecco Company) which shall include, but not be limited to the positions of Business Development Manager, Heads of Department, National Account Manager, Associate Director, Operations Director, Operations Manager, Area Manager, Regional Director, Regional Manager or any other role which is of a similar or more senior nature than the positions before-mentioned. You will be a Senior Employee if during the term of this Addendum, you are appointed to a position considered by the Company to be that of a Senior Employee.

## 2.2 Your Obligations during Employment

### 2.2.1 Obligations of Confidentiality during Employment.

During your employment you will keep secret and will not divulge or communicate to any person (other than with the Company's prior written permission or in compliance with an order of a competent court) or use other than for the benefit of the Company any and all information which is of a confidential nature or of value to the Company ("**Confidential Information**"). Confidential Information includes without limitation:

- a) any client list, vacancy list, placement list, invoice, timesheet, client card, record card, computer printout, trading literature, contracts with clients, contracts with managed service provider organisations or other supplier organisations or any correspondence addressed to or from the Company;
- b) any information on the Company's database, including without limitation:
  - (i) the names, addresses, telephone numbers, email addresses and all other information of whatsoever nature concerning any Candidate, Client and/or Contractor;
  - (ii) the names, addresses, telephone numbers, contact details, fee structure, rates information and all other information of whatsoever nature concerning any company, firm, individual or other body who is or was at any time a client of the Company or a prospective client of the Company;
  - (iii) the names, addresses, telephone numbers, contact details, fee structure, rates information and all other information of whatsoever nature concerning any Contractor, Candidate, employees, officers and consultants employed or engaged by the Company or any Adecco Company ;
- c) any information regarding client leads, new business opportunities or bids, tenders, proposed acquisitions, business developments or proposals in respect of which the Company is involved or proposes to become involved;

- d) any corporate and marketing strategy, business developments and plans, sales reports and research results;
- e) budgets, management accounts, trading statements, pricing lists, pricing structures and other financial reports of the Company;
- f) business methods and processes, technical information and know-how, owned or used by the Company and/or its Adecco Companies relating to the Company's business including, but not limited to, inventions, designs, computer programs, techniques, database systems, formulae and ideas;
- g) any other information of whatsoever nature concerning the policies organisation or management of the Company or its terms of business with its clients or arrangements with its Candidates;
- h) any other information which has been notified to you by the Company or any Adecco Company as being confidential or which you might reasonably expect the Company or any Adecco Company to regard as confidential;
- i) any copy, abstract summary or précis of any of the information referred to in this Clause 2.2.1.

During your employment you shall not (without the Company's prior written permission or request) take copies, remove, send, download or disclose any Confidential Information (other than in the proper course of your employment with the Company) for your personal use or the purposes of any other person, firm, company, association, competitor or third party whatsoever.

To the extent that you receive or are a party to information belonging to any other Adecco Company which is of a confidential nature or of value to the respective Adecco Company (including any information of the Adecco Company which falls within the above headings of confidential information), you shall keep such information secret and shall not divulge or communicate such information to any person (other than with the prior written permission of the relevant Adecco Company or in compliance with an order of a competent court) or use such information other than for the benefit of the relevant Adecco Company.

The above confidentiality provisions are in addition to and do not limit any restrictions upon you implied by law.

This clause 2.2 does not prevent you from using or disclosing Confidential information if ordered to do so by a court of competent jurisdiction, or if authorised by the Company in writing to do so or, if such information has become public otherwise than by default of yourself.

## **2.2.2 Restrictions on Activities during Employment.**

During the term of your employment, you will not:

- a) engage or have any interest of any nature whatsoever whether directly or indirectly in any company, firm or business of any person or individuals whose business is or includes that of the Business, except that you may hold or otherwise have an interest in up to 1% of the issued share capital of an English registered company whose business is or includes that of the Business provided the same is quoted on the International Stock Exchange of London;
- b) either directly or indirectly, other than for and on behalf of the Company, canvass or negotiate with or approach with a view to canvassing or negotiating with:
  - (i) any company, firm or individual for the purposes of entering into any contract or other arrangement for or arranging the supply to that company, firm or individual of any Candidate, Contractor or any other person seeking temporary, contract or permanent work; or



- (ii) any Client for the purposes of entering into any contract or other arrangement for or arranging the supply to that company, firm or individual of any Candidate, Contractor or any other person seeking temporary, contract or permanent work; or
  - (iii) any Candidate, Contractor or other person seeking temporary, contract or permanent work for the purposes of entering into an arrangement with that Candidate, that Contractor or that person to arrange or attempt to arrange temporary, contract or permanent employment for that Candidate, that Contractor or that person;
- c) either directly or indirectly apply for or accept a position with a Client in respect of which the Company has received an instruction to find a Candidate, Contractor or other person seeking temporary, contract or permanent work;
  - d) either directly or indirectly canvass, induce, procure, persuade or otherwise influence (or cause to be canvassed, induced, procured, persuaded or otherwise influenced) any Key Employee of the Company engaged in the Business with whom you shall have had material contact or dealings in the course of your employment to cease or seek to cease being employed by the Company whether or not this would be a breach of contract on the part of the Key Employee;
  - e) either directly or indirectly disclose to any person any Confidential Information except with the prior consent of or pursuant to an instruction of your Manager;
  - f) either directly or indirectly copy, abstract, summarise or précis the whole or any part of any document which is Confidential Information except with the prior consent of or pursuant to an instruction given to you by your Manager; or
  - g) assist or procure any other person to do anything which, if done by you, would be a breach of the restraints in this Clause 2.2.

### 2.3 Obligations Arising on Termination of Employment

Upon termination of your employment (howsoever arising), you shall immediately deliver or arrange to be delivered to the Company (and where applicable any Adecco Company) all documents including copies abstract summaries or outline of such documents which are or include Confidential Information and which are in your possession, control or power.

### 2.4 Restrictions Arising on Termination of Employment

#### 2.4.1 General

You acknowledge and agree that:

- (i) each of the sub-paragraphs contained in this Clause 2.4 constitutes an entirely separate, severable and independent covenant and restriction on you which may be enforced by the Company;
- (ii) the duration, extent and application of each of the restrictions contained in this Clause 2.4 is fair, reasonable and necessary for the protection of the Company's goodwill, Confidential Information and its other legitimate business interests;
- (iii) if a restriction contained in this Clause 2.4 is held not to be valid on the basis that it exceeds what is reasonable for the protection of the Company's goodwill, Confidential Information and its other legitimate business interests but would be valid if some part of it were deleted, the restriction shall apply with such deletion as may be necessary to make it enforceable; and

- (iv) should any third party offer to engage you in any capacity either before or after the termination of your employment, you shall draw the provisions of this Clause 2.4 to the attention of such third party.

#### 2.4.2 Non Solicitation

- a) The parties agree that:  
it is fair, reasonable and necessary for the protection of the goodwill and legitimate business interests of the Company that you should be restrained, on the terms of the covenants set out below, from making available or using for the benefit of yourself or of a competitor or potential competitor of the Company Confidential Information about and/or relationships with Clients, Contractors and Candidates which you have obtained or are likely to obtain during the course of your employment with the Company;
- b) For a period of six months commencing on the Termination Date, you shall not without the prior written consent of the Company, directly or indirectly either on your own account or on behalf of any company, firm or individual which conducts or is preparing to conduct Business in competition with the Company:
  - (i) solicit, canvass or approach any Client with a view to providing the services of the Business to that Client;
  - (ii) deal with any Client with a view to providing the services of the Business to that Client;
  - (iii) solicit, canvass or approach any Candidate or Contractor with whom you had personal contact at any time during the period of six months ending on the Termination Date with a view to the entering into any arrangement with that Candidate or Contractor to obtain or attempt to obtain or arrange or attempt to arrange temporary, contract or permanent employment or engagement for that Candidate or Contractor;
  - (iv) deal with any Candidate or Contractor with whom you had personal contact at any time during the period of six months ending on the Termination Date with a view to entering into any arrangement with that Candidate or Contractor to obtain or attempt to obtain or arrange or attempt to arrange temporary, contract or permanent employment or engagement for that Candidate or Contractor;
  - (v) assist or procure any other person to do anything which, if done by you, would be a breach of the restraints in this Clause 2.4.2.
- c) The restraints in Clause 2.4.2 do not apply to:
  - (i) a Client who in the six month period ending on the Termination Date has paid fees for the services of the company, firm or individual on whose behalf you are dealing where such services are the same as the Business; and
  - (ii) a Candidate or Contractor who in the three month period ending on the Termination Date has been placed on a temporary or contract assignment or in permanent employment by the company, firm or individual on whose behalf you are dealing.
- d) You shall not for a period of six months commencing on the Termination Date directly or indirectly encourage, induce or assist (or cause to be encouraged, induced or assisted) any Key Employee of the Company engaged in the Business who was such a Key Employee at the Termination Date and with whom you shall have had material dealings during the six month period ending with the Termination Date in the course of your

employment to leave or seek to leave the Company's employment whether or not this would be a breach of contract on the part of the Key Employee.

#### 2.4.3 Non Compete

- a) If you are a Senior Employee you acknowledge and agree that, given your position and level of responsibility during your employment with the Company, it is fair, reasonable and necessary for the protection of the goodwill and business interests of the Company and in particular to protect the Company from loss of business opportunities and/or undermining of business performance, that you should be restrained, on the terms of the covenants set out below, from competing with the Company within the Relevant Area.
- b) If you are a Senior Employee you also acknowledge that your role, duties and responsibilities are likely to involve you not only in the business and activities of the Company and the performance of services for the Company, but also in the business and activities of other Adecco Companies and the performance of services for other Adecco Companies, including, by way of example only, participation in bids, tenders and/or negotiations for and on behalf of other Adecco Companies and contact and/or dealings with employees and existing and prospective clients, candidates and contractors of other Adecco Companies. Accordingly you hereby agree that, where not already so provided in this Clause 2, all references to the Company shall include and be extended to references to those Adecco Companies for which you perform services during the course of your employment by the Company as a Senior Employee, save that in the case of Clause 2.4 references to the Company shall only include and be extended to references to those Adecco Companies in which you have been involved and for which you have performed services during the six month period ending on the Termination Date.

- 2.4.3.1 If you are a Senior Employee you shall not for a period of six months (less any period you may be on Garden Leave pursuant to Clause 21.1) commencing on the Termination Date either directly or indirectly be interested or concerned in any Business which is carried out in the Relevant Area and which:
- a) concerns the business of supplying persons seeking and willing to undertake temporary work or permanent work in the business sectors which the Adecco Company operates and which the Senior Employee was actively involved at any time during six months prior to the Termination Date; or
  - b) is in competition with or is likely to be in competition with the Business of the Adecco Company being carried on at the Termination Date and with which the Senior Employee was actively involved during the six months ending on the Termination Date.

For this purpose, the Senior Employee is concerned in a Business if:

- c) he carries it on as principal or agent; or
- d) he is a partner, director, employee, secondee, consultant or agent in, of or to any Person who carries on the Business; or
- e) subject to clause 2.2.2(a) above, he has any direct or indirect financial interest (as shareholder or otherwise) in any Person who carries on the Business.

#### 2.4.4 Non Disclosure

- a) You shall not at any time (without limit) after the termination of your employment, except with the written permission of the Company or in compliance with an order of a competent court:
  - (i) divulge or communicate to any person, company, business entity or other organisation any Confidential Information of the Company;

- (ii) through any failure to exercise due care and diligence, permit or cause any authorised disclosure of any Confidential Information of the Company; or
  - (iii) remove, send or download any Confidential Information nor take copies of such Confidential Information for your personal use or use of a competitor or third party.
- b) These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any breach by you of this Addendum or other default.
- c) The above confidentiality provisions are in addition to and do not limit any restrictions upon you implied by law.

#### 2.4.5 Non Disparagement

- a) You shall not at any time (without limit) after the termination of your employment:
- (i) falsely represent yourself as being connected with or interested in the Company or any Adecco Company;
  - (ii) disparage the Company or any Adecco Company or any employee of the Company or any Adecco Company in any way; or
  - (iii) do or say anything calculated or likely to lead any company, firm or individual to cease using the services of the Company and or any Adecco Company (where applicable).

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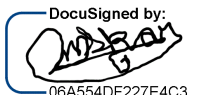
The signature below denotes my understanding and acceptance of both the Service Agreement and Addendum within this document.

**Signed by**  
duly authorised for and  
on behalf of The Adecco Group UK&I



**Signed by:**

**Signature date:** 28 May 2021

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**Signed by**  
duly authorised for  
and on behalf of The Adecco Group UK&I



**Signed by:**

**Signature date:** 28 May 2021

Omkar Gadhave 4/6/2021