

Private & Confidential

Swetha Ravindra
56 Farrow Avenue, Hampton Vale Hampton Vale
Peterborough, PE7 8HT

20/08/2018

Dear Swetha,

Further to our recent discussions, I am delighted to offer you the permanent position of Associate Performance Engineer.

This employment is offered subject to:

- Successful completion of satisfactory background check report being obtained
- Confirmation of your legal entitlement to work in the United Kingdom
- Satisfactory completion of a 3 month probationary period

This offer remains open until 23/08/2018.

Compulsory background checks are required. They include:

- Right to Work in the UK
- Criminal Court Records Check
- Credit History Check
- Office of Foreign Assets Check
- Employment Verification for past 5 years check
- Education

You will receive additional instructions to initiate background screening, following offer acceptance.

As certain background checks can take a number of weeks to complete we require the receipt of a satisfactory Right to Work Check, Criminal Court Records Check, Credit History Check and Office of Foreign Assets Check prior to your first day of employment. Once we have obtained satisfactory receipt of these checks we will be in contact to confirm your start date. Successful completion of all other checks need to be received prior to the end of your probationary period. Should unsatisfactory checks be obtained or we find any meaningful discrepancies or omissions in the information you have provided to us through the application process, your offer may be withdrawn or if already employed, employment with us may be subject to termination.

If you have any queries or concerns regarding your background check please contact us.

Although compulsory background checks have carried out a right to work check prior to your start date, we are legally required to carry out document checks to establish that a prospective employee has the legal right to work in the United Kingdom. On your first day please ensure you bring original documents as evidence of your legal right to work in the UK with you. For a list of acceptable documents please refer to the List of Acceptable Documents for Right to Work in the Welcome Centre which you will be provided access to.

Could you please also refer to the Starter Checklist which is included in the Welcome Centre for other documentation we require you to bring with you on your first day.

Finally, in anticipation of our offer proving acceptable, I look forward to welcoming you as a new member of our team. I am confident that you can look forward to a challenging, and I trust enjoyable, future with us.

Please arrive at reception at 09:00.

Yours sincerely,

Tanya Loeb
Human Resources

STATEMENT OF TERMS & CONTRACTS OF EMPLOYMENT

Parties to the Agreement

This contract of employment is made between:

BMS an ADP Company and Swetha Ravindra

This contract supersedes all previous agreements. This statement of Terms and Conditions of Employment together with the offer letter, and any subsequent notification of changes to your contractual terms, form your Contract of Employment.

Capacity to enter into the Agreement

You agree and warrant that you:

1. will not by making this Agreement or in performing your duties under it be in breach of any court order, any express or implied terms of any contract, any fiduciary or professional duty, or any restriction, arrangement or any other obligation to any third party;
2. will not have in your possession or control any confidential information or intellectual property that belongs to a third party or that you are in any way restricted in using in the course of your employment with ADP;
3. have and will continue to have all licenses, work permits, professional and other qualifications relating to proper performance of your duties under this Agreement; and
4. have disclosed to ADP copies of all agreements, correspondence or other documents that relate to any restrictions or obligations that affect or may affect your proper performance of this Agreement and shall immediately disclose any that come into your possession or of which you become aware and you will indemnify ADP against any costs, claims or demands against it arising out of any breach by you.

Date of Commencement of Employment

Your dates of commencement of employment for statutory employment rights purposes are specified in the Schedule 1 - Schedule of Terms.

Position Title

Your job role is as indicated in the Schedule 1 - Schedule of Terms.

Your responsibilities will include but will not necessarily be limited to those shown on any relevant Job Description. Throughout your career with ADP, you will be expected and encouraged to broaden your knowledge and experience, and from time to time, you may be asked to undertake new responsibilities with consequent amendment to your Job Title/Job Description where required. In such circumstances, your continuity will not be affected.

Place of Work

Your normal place of work is as stated in the Schedule 1 - Schedule of Terms.

You may be asked to work at another location as the Company may reasonably require, including working on a client's premises, in such circumstances, you will be given reasonable prior notice.

It is not envisaged that you will be required to work outside the United Kingdom. In the unlikely event that circumstances change so that it becomes necessary, this will be discussed fully with you.

Salary

Your annual salary is as set out in the Schedule 1 - Schedule of Terms.

Salaries are payable by equal monthly installments and are subject to statutory and authorized/voluntary deductions. Your net salary will be paid by direct credit transfer to your designated Bank or Building Society on no later than the 25th of each month.

It is your duty to check all payments of salary/expenses made to you each month. ADP reserves the right to make deductions from your salary for and to set off against any monies due to you without any limitation any over payments made to you by ADP or any other payments due to ADP by you.

Salary reviews are performed annually. There is no automatic right to an increase; salaries are reviewed to take account of the current market rates and individual performance.

Hours of Work

Your hours of work are as stated in Schedule 1 - Schedule of Terms.

Working practices may at times involve changing your regular work times and the Company reserves the right to alter these as and when necessary without increasing the length of your minimum working week.

You agree that the limit in regulation 4(1) of the Working Time Regulations 1998 as amended shall not apply to your employment and that your Working Time (as defined in those Regulations) may therefore exceed an average of 48 hours for each 7 day period in the applicable reference period. You can withdraw your agreement by giving 3 months prior written notice to ADP.

Overtime

In order to provide our clients with the service they need, it is normal custom and practice within the industry, to occasionally work beyond normal full time hours of work. Therefore, you will on occasions, be required to work extra hours to fulfill your duties which will not be paid.

Probationary Period

Your employment is subject to a three month probationary period. The contract of employment may be terminated by either party with one week's notice during the probationary period (including if your probation is extended beyond three months). Your performance and suitability for continued employment will be reviewed throughout your probationary period. ADP reserves the right to extend the probationary period. Upon satisfactory completion, your appointment will be confirmed by your Line Manager.

Termination of Employment

Associates are encouraged to give as much notice as possible of their intention to leave the company. During your probationary period (including if your probationary period is extended) the length of notice you are required to give and are entitled to receive from ADP is 1 week. Thereafter it is as detailed in the Schedule of Terms.

If you leave ADP without giving the appropriate period of notice any holiday accrued up to the termination date shall be forfeited.

No notice will be given if your employment is terminated due to Summary Dismissal.

The Company reserves the right to pay basic salary in lieu of all or part of notice. To avoid doubt, you will have no right to be paid in lieu unless the Company informs you that it

proposes to do so.

Garden Leave

The Company reserves the right to require you not to work or to attend your place of work during all or any of the period of notice or at any other time. This is called "Garden Leave". During any period of Garden Leave, the Company will continue to comply with its obligations under the terms of this Agreement and in particular, but without limitation, will continue to pay you basic salary and contractual benefits throughout the Garden Leave period in the normal manner. Throughout any such period, you will continue to be an employee of the Company and will not undertake any alternative employment or engage in (whether directly or indirectly) any other business interest of whatsoever nature with any other company, firm or person or otherwise without express consent in writing of the Company. You will continue to be bound by all express and implied terms of your contract and in particular, your obligation of fidelity to the Company will continue to apply.

Following termination of your employment or, on the start of Garden Leave, for whatever reason, you will surrender to the Company all documents or electronic media containing Confidential Information. You will also return all Company property in your control or possession including but not limited to access passes, equipment, laptops, software, business cards, credit cards, mobile telephones and their telephone numbers, keys, books, records, reports, files, manuals and literature.

Exclusive Employment

While you are employed by ADP, you are not permitted to additional employment elsewhere without the specific written permission of management. In making a decision, the managers will consider the effect that such additional employment would have on the your efficient, and the effect on the satisfactory running of ADP.

Holiday Entitlement

The Company's annual leave year runs from 1 July to 30 June. All holidays must be taken by 30 June or will be forfeited with no payment in lieu being made. Your entitlement to holiday, in addition to statutory public holidays, is as detailed in the Schedule 1 - Schedule of Terms.

Annual leave and statutory public holidays will be pro-rated for part time associates.

Permission to take annual leave must be gained in advance from your line manager. The Company reserves the rights to restrict annual leave where it may be detrimental to the business for you to be absent. Your line manager will inform you of the restrictions in your department.

In the years of commencement and termination of employment, your holiday entitlement will be calculated pro rata to the number of months worked in that year. On leaving the Company you will either be required to take any unused holiday entitlement during your notice period or will be paid in lieu of it. Any leave taken in excess of the pro rata entitlement on termination of employment will be deducted from the final pay. In the calculation of holidays, entitlement is only valid for complete months worked.

Sickness/Injury

If you are absent from work due to sickness then you must notify admin team of the nature and expected duration of your absence as early as possible and no later than 1 hour after your contracted start time, on the first day of the absence. If the absence is for less than 7 days then a self-certification form should be completed on your return to work. If the sickness absence is in excess of 7 days you should keep your manager/supervisor informed of your condition on an agreed basis and provide medical certificates to cover each full week or portion of a week you are absent.

Should absence be a result of sickness or injury not arising from or attributable to misconduct on your part, and providing sickness rules and reporting procedures are adhered to, you will be able to receive Company Sick Pay depending on your service as detailed below:

Length of Service: Maximum Duration of Sick Pay:

Less than 1 Year 4 weeks
1 Year and up to 2 Years 8 weeks
2 Years and up to 4 Years 13 weeks
4 Years and over 26 weeks

The company will only pay up to a total of 15 days in any rolling 12-month period for any sickness uncertified by a doctor, whether taken as one spell of absence or individual days.

For the purposes of this clause, 'full pay' shall include any entitlement to any statutory sick pay due in accordance with applicable legislation in force at the time of the absence

It is important that employees are fit for work and ADP reserves the right to require you to undergo a medical examination at any time (at ADP's expense) by doctor(s) appointed by ADP. You shall undergo any requisite tests and fully co-operate with that doctor and allow them to disclose to and discuss with ADP the results of the examination and any matters that arise from it.

Full details can be found in the Sickness Absence Policy.

Benefits

Associates are able to participate in the Company's benefit programs which cover different Financial, Health, Lifestyle and Protection schemes including the Company's pension scheme. These are subject to meeting the relevant service qualifying period and eligibility criteria applicable to each scheme.

The provision of some of the benefits on offer by the Company are subject to acceptance and continuation of cover for you by the scheme provider/insurer at normal rates. The Company reserves the right to amend, vary or substitute or terminate such benefits at any time. If a scheme provider/insurer refuses for any reason to provide the relevant benefits to you under the applicable scheme, the Company shall not be liable to provide (or compensate for the loss of) such benefits.

You will be automatically enrolled into the ADP pension plan after your first three months of employment subject to its rules from time to time in force and any relevant criteria set out in legislation. The Company reserves the right to amend or terminate the pension plan at any time. The pension plan is not a contracted-out scheme for the purposes of the Pension Schemes Act 1993.

Full details of the Company's benefit programs can be accessed via the UK Benefits Portal.

Trade Union Membership

Associates are free to join a Trade Union of choice. Trade Unions, however, are not recognized by ADP for negotiation purposes. Time off for Trade Union activities will not be on a paid basis and will be permitted at the discretion of management. There are no collective agreements which directly affect the terms and conditions of your employment.

Health and Safety

ADP will take reasonably practicable steps to ensure the health, safety and welfare of its employees at work. All associates should familiarize themselves with the Health and Safety Policy and Fire rules. It is also the legal duty of all associates to take care of their own health and safety and that of their colleagues while at work.

This is set out in more detail in the Health and Safety Policy.

Personal Property

ADP advises its employees that no responsibility will be taken for any articles lost or damaged on its premises, whether by fire, theft or otherwise. It is the responsibility of each associate to ensure the safety of their own property and to cover them by insurance so far as appropriate.

Company Property

All associates are required to exercise due care to safeguard the property of ADP, either from loss or damage. No property belonging to ADP should be removed from its premises without specific permission.

Professional Conduct

Our clients and the general public are entitled to expect an associate's conduct to be of the highest standard. You should not put yourself in a position whereby your position at ADP is compromised or causes conflict. If any serious criticism is received regarding an associate's professional conduct it will be handled in accordance with the ADP's disciplinary procedure.

Positive Work Environment

ADP promotes a positive work environment for all its associates. It is therefore a requirement that no one should engage in any sexual, racial or other harassment of, or unlawful discrimination against any person (whether or not an employee of ADP), in the course of their employment with ADP Ltd.

Equal Opportunities

ADP operates an Equal Opportunities Policy, which can be found in the Employee Handbook. In terms of recruitment and promotion ADP takes no account of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity. In order to maintain this policy ADP expects all its associates to follow it and in addition, have regard to the sensitivities of other members of staff.

Acting in a discriminatory manner may be treated as a disciplinary offence and may lead to dismissal.

Disciplinary and Grievance Procedures

ADP expects discipline to be voluntary and self-imposed. It is recognized that discipline is necessary for the efficient running of its service and the health and safety of its associates.

The purpose of the disciplinary procedure is to ensure that ADP behaves fairly and consistently in investigating and dealing with allegations of unacceptable conduct or performance. ADP may suspend you from work for the purposes of investigating your conduct and may prohibit you from entering any of ADP or its clients' premises for as long as it thinks fit. Any suspension shall be either on full pay or on any other conditions ADP thinks fit.

If you wish to appeal against any disciplinary decision or decision to dismiss you, your appeal must be made in writing to Tanya Loeb and you should set out in detail the reasons for your appeal. The steps you should then take are set out in the disciplinary procedure.

If you have any grievances relating to your employment you should report these to your immediate manager.

These procedures are fully set out in the Disciplinary and Grievance Policies.

Confidentiality

In the normal course of employment with the Company you will have access to and be entrusted with information as to the policy, organization and management, pricing and pricing policy, future plans, designs, computer passwords and programs, operational techniques and processes, the clients and potential clients with whom the Company has dealings and the nature, origin and composition of the Company's procedures, products or services all of which information is confidential.

Any information received directly or indirectly from clients and potential clients should be treated as confidential information. Disclosure of that information is only to be made to those people who are authorized to receive the information.

To protect the confidentiality of all information you agree:

1. not at any time, whether during or following your employment with the Company (unless expressly so authorized by the Company in writing or as a necessary part of the performance of your duties hereunder), to disclose to any person or to make use of any such confidential information;
2. to deliver to the Company, before the end of your employment, or if that employment ends without notice, immediately after its end, all documents and records belonging to the Company which are in your possession, including all documents and records made by you in the course of your employment and relating to the affairs of the Company, including computer lists, disks or programs, diaries, client record cards, telephone lists, pricing lists and technical data; and
3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document, computer program or record belonging to the Company, except when required to do so in the course of your employment, in which event the disk, program, copy abstract, summary or précis shall belong to the Company and shall likewise be delivered immediately upon termination of your employment.

To knowingly breach any of the above provisions, may be construed as gross misconduct and may result in immediate dismissal and possible legal action.

Security

It is the responsibility of all ADP associates to comply with the ADP Security Policy and related documents. Any breach of these policies should be reported to your line manager and / or the Information Security Manager. Any violation of these policies may be deemed as gross misconduct and as such ADP may take disciplinary action and involve the relevant legal authorities. ADP Security Policies and related documents can be found on the Information Security section of the Intranet.

Data Protection

As part of your terms and conditions of employment, you authorize ADP to transfer, collect, retain and process personal data about you and your employment to the extent that is reasonably necessary in connection with your employment or the business of ADP.

You also authorize ADP to transfer, collect, retain and process sensitive personal data relating to your, including but not limited your health and medical information, age, sex and ethnic origin. Information in relation to age, sex and ethnic origin will only be used to monitor compliance with current legislation and regulations, and best practice in terms of equal opportunity and non-discrimination. Your personal information will not be released to any unauthorized person and shall be managed in accordance with the applicable data protection legislation and ADP's Data Protection Policy.

You agree that ADP may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so for the purpose of monitoring ADP'S equal opportunity policy.

Your consent to the transfer and disclosure of personal data as set out above shall apply regardless of the country of residence of the person to whom the data is to be transferred. Where the disclosure or transfer is to a person resident outside the European Economic Area, ADP shall take reasonable steps to ensure that your rights and freedom in relation to the processing of the relevant personal data are adequately protected.

You agree that ADP and any group company to which you provide services may intercept and monitor communications sent via any private telecommunication systems or services of ADP or any such group company.

This is fully set out in the Data Protection Policy.

Inventions and Copyright

You are bound by the following terms in respect of inventions and copyright:

1. The parties foresee that you may make discover or create Intellectual Property in the course of your duties under this Agreement and agree that in this respect you have a special obligation to protect the interests of the Company.
2. Subject to the provision of the Patents Act 1977 the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988 or subsequent replacement legislation if at any time during your employment under this Agreement you make or discover or participate in the making or discovery or any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company or any of its Subsidiaries or Associated Companies full details of the Intellectual Property shall immediately be communicated by you to the Company and shall be the absolute property of the Company.
3. At the request of the Company you shall give and supply all such information data drawings and assistance as may be required by the Company to enable the Company to exploit the Intellectual Property to the best advance and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the work as may be specified by the Company and for vesting the same in the Company or as it may direct.
4. You irrevocably appoint the Company to be your agent in your name and on your behalf to sign execute or do any such instrument or thing and generally to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and in favor of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
5. You waive all of your moral rights (as defined in the Copyright Designs and Patents Act 1988) in respect of any acts of the Company or any acts of third parties done with the Company's authority in relation to any Intellectual Property, which is the property of the Company by virtue of this clause.
6. Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made during your employment under this Agreement and shall be binding upon your representatives.

Post Termination Restrictions

If applicable, please refer to Schedule 2

Changes to Terms of Employment

ADP reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified you in writing of such changes at the earliest opportunity, and in any event within one month after such changes have taken effect.

AUTHORISATION

Signed on behalf of the Company by:

Tanya Loeb
Human Resources

ACCEPTANCE

By electronically accepting this offer, I have read, understand and accept the terms and conditions of employment outlined above and agree to abide by the aforementioned Terms and Conditions of Employment.

Swetha Ravindra

SCHEDULE 1 - SCHEDULE OF TERMS

Ravindra, Swetha

Commencement Date of Employment: 24/09/2018

Position Title: Associate Performance Engineer

Annual Salary: £35,000

Normal Place of Work: Peterborough

Target Bonus: 10%

Working Days and Hours: Monday-Friday 9:00am-5:00pm

Annual Leave Entitlement: 28

(Note: If applicable, proration will apply during first year of employment and for "fixed term contracts".)

Notice Period: The following schedule applies for notice:

- During probation, including periods where probation has been formally extended: 1 week notice
- Post probation - under 1 year - 4 weeks notice
- 1 year and under 5 years - 8 weeks notice
- 5 years and over - 13 weeks

The employee may terminate employment by serving 4 weeks notice in writing to BMS. If both parties are agreeable, notice periods may be waived.

Pension Contribution: You are expected to contribute a minimum of 2% of your basic salary and ADP will contribute 7% of your basic salary.

You can access your electronic welcome materials at <http://adpcorp.vesalute.com>. Your User Name and Password are the same you used to complete your online profile. A Staffing Coordinator will provide you with their contact information and be available for any questions during your pre-employment process.

SCHEDULE 2 - POST TERMINATION RESTRICTIONS

In this schedule, unless the context requires otherwise:

Key Customer: means any person, firm, company or other undertaking who, at any time during the period of 12 months immediately preceding the termination of your employment was, to your knowledge, a client/customer of ADP or any ADP group company and with whom you dealt in the normal course of your employment.

Key Prospect: means any person, firm, company or other undertaking with whom, at any time during the period of 12 months immediately preceding the termination of your employment, ADP or any ADP group company was in discussion with a view to providing services to them and in which discussions you were involved or of which you had knowledge.

Key Employee: means any person who, at any time during the period of 12 months immediately preceding the termination of your employment was an employee of or consultant to ADP or any ADP group company and with whom you had regular personal dealings during that period.

In order to protect confidential information, trade connections, workforce and other business interests of ADP and other ADP group companies, you shall not, without the prior written consent of ADP, directly or indirectly whether on your own behalf or on behalf of another:

1. for a period of 3 months following the termination of your employment, solicit the business of any Key Customer;
2. for a period of 3 months following the termination of your employment, accept the business of any Key Customer;
3. for a period of 3 months following the termination of your employment deal, negotiate or contract with any Key Customer;
4. for a period of 3 months following the termination of your employment, solicit the business of any Key Prospect;
5. for a period of 3 months following the termination of your employment, accept the business of any Key Prospect;
6. for a period of 3 months following the termination of your employment deal, negotiate or contract with any Key Prospect;
7. for a period of 3 months following the termination of your employment, entice or endeavour to entice away from ADP or any group company any Key Employee;
8. for a period of 3 months following the termination of your employment, employ or engage any Key Employee;
9. for a period of 3 months following the termination of your employment, carry on or be engaged, employed, concerned or interested in any Human Capital Management business which competes with ADP's Human Capital Management business; and
10. for a period of 3 months following the termination of your employment be engaged, employed, concerned or interested in Cascade Human Resources Ltd, Ceridian (UK) Ltd, Midland Software Ltd, Moorepay Ltd, Northgatearins (UK) Ltd, Sage (UK) Ltd, Workday;
11. The duration of the restrictions in paragraphs 1 to 11 will be reduced by any period of time that you have spent on Garden Leave.

You acknowledge and agree that each of paragraphs 1 to 11 constitutes an entirely separate and independent restriction on you and that the duration, extent and application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. While the restrictions set out in paragraphs 1 to 11 are considered by the parties to be reasonable in all the circumstances, it is acknowledged that restrictions of such a nature may fail or become invalid for reasons unforeseen or because of changing circumstances and, accordingly, you agree that if any of such restrictions will be adjudged to be void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason, but would be valid and effective if part of the wording of it was deleted and/or any period or area referred to in it reduced in time or scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.

Before accepting any offer of future employment with another employer, you will disclose a copy of this schedule and relevant defined terms to the prospective employer.