



Dear Michael Nguyen

Welcome to Revature!

It brings us great pleasure to welcome you to Revature LLC ("Revature" or "Company"). The purpose of this letter is to memorialize and confirm your conditional offer of employment as a full-time Software Engineer. This position begins with your entry and participation in the Company's immersive and technology-focused training program (the "Training Program"). We anticipate that your first day of employment with Revature, which coincides with the commencement of the Training Program, will be on Apr 03, 2023.

It is an exciting time to be a member of the Revature team. We are experiencing tremendous growth and we recognize that our employees are the key to our future success. We value our employees and their contributions to the Company. As a result, we believe it is important to offer you a competitive and comprehensive employment package that meets your expectations.

The Training Program

During the Training Program, our hope is you will learn skills and abilities to launch your career in the tech industry and enable you to work on highly sought-after technologies in the field. While you are completing the Training Program, and during any time periods between billable Client work assignments, you will be a non-exempt employee and paid on a bi-weekly basis at the rate of \$ 15.00 /hour for all hours worked in accordance with Revature's customary payroll practices.

Work Assignment, Duties, and Wages

During the Training Program, your primary duties and responsibilities will be to attend all the required training sessions, complete the assigned courses and coursework in a timely manner, and successfully complete the tests and evaluations given, among other things.

Upon successful completion of the Training Program and your placement with a Company Client on a work assignment ("Work Assignment"), your primary duties and responsibilities will be to provide the applicable Company Client(s) with support services relevant to your position and training at the Client's designated place of business. You acknowledge, however, that you are not guaranteed to receive a Work Assignment upon completing the Training Program.

Due to Revature's diverse and robust Client base, your Work Assignments may be located anywhere within the contiguous United States, and you are required to relocate to the destination associated with your Work Assignment if you don't already live there.

First Year Wages

Commencing on the first day of your Work Assignment you will be paid a wage of \$21.63/hour up to \$26.45/hour (approximately \$45,000 up to \$55,000 annualized) depending on the location and in accordance with the [Revature High Cost Allowance Policy](https://revatu.re/2022HCAPolicy) (<https://revatu.re/2022HCAPolicy>) (the "HCA") described later herein.



Second Year Wages

On the first day of the pay cycle immediately following the one-year anniversary of your Work Assignment, your wage will increase to \$28.85/hour up to \$33.65/hour (approximately \$60,000 up to \$70,000 annualized) depending on the location and in accordance with the HCA. The foregoing wage(s) increase is contingent upon your active employment with Revature at the time of your one-year anniversary.

Third Year Wages

On the first day of the pay cycle immediately following the two (2) year anniversary of your Work Assignment, your wage will increase to \$36.01/hour (approximately \$75,000 annualized). Once again, this wage increase is contingent upon your active employment with Revature at the time of the anniversary. Please be advised that the HCA is no longer applicable once you have been employed with the Company for more than two (2) years.

Revature Client High Cost Allowance Policy

Certain Work Assignment locations are eligible for a wage adjustment based on the high cost of living in those locations. You can find more information about the HCA at the link above or by request to the HR department.

Frequency of Payment and Overtime

You will be paid on a bi-weekly basis in accordance with Revature's customary payroll practices. This position is non-exempt from minimum wage and overtime requirements under the Fair Labor Standards Act and you will be eligible for overtime compensation at one and one-half your regular rate of pay for all hours worked over 40 in a week, and as otherwise required by applicable local, state, or federal law. You should never work overtime (more than 40 hours per week) without the prior express authorization of either (1) your Training Manager during the Training Program, or (2) your supervisor or manager and Revature Account Manager upon completion of the Training Program (whether or not on a Work Assignment).

Benefits and Paid Time Off

In addition to your compensation, Revature offers a competitive benefits package. You will be eligible for certain benefits, such as medical, dental, life and long-term disability insurance and to participate in the Company's 401(k) plan, as provided by the Company's benefits plans. The Company's benefit programs are described in summary plan descriptions and separate official plan documents, the terms of which govern these benefits. Summary details of these plans and their eligibility rules are contained in the [Benefits Guide \(https://revatu.re/BenefitsGuide\)](https://revatu.re/BenefitsGuide).

As detailed in the associate handbook, you will receive eight (8) paid holidays, and seven and one-half (7.5) days of paid time off (PTO), earned at a rate of 2.31 hours per pay period, during your first year on a client project, and ten and three-quarter (10.75) days of PTO, during your second year on a Work Assignment. PTO shall begin to accrue on the first day of the pay cycle immediately following the start of your first Work Assignment.



Employment Terms & Duration

Your employment with the Company will be on an at-will basis, meaning that you or the Company may end your employment at any time, with or without cause or notice, subject to your obligations under the Service Commitment described below. Your at-will employment relationship cannot be changed by any oral representation, written document, or other conduct unless such change is specifically acknowledged in writing by the Human Resources Director. Your employment is contingent on your execution of Revature's Software/Programming Training and Retention Agreement, Restrictive Covenant Agreement, Mutual Agreement to Arbitrate Disputes, Relocation Agreement, and any other employment related documents (collectively, the "Employment Terms") before the start of your Training Program.

The conditions, restrictions, and obligations of the Employment Terms have been explained to you over the phone and are included in this envelope with time to review and ask questions prior to, and after, the start of your Training Program. You will be permitted to terminate your employment within five (5) days of the start of your Training Program without being obligated to the Service Commitment described below (as detailed in the Software/Programming Training and Retention Agreement). You are permitted and encouraged to share the terms of this Offer Letter and the Employment Terms with any legal or tax advisors you may have, as well as with immediate family members, or as required by law, but you expressly agree that they are confidential and proprietary to Revature and as such you will not publicize, display, or communicate them in any manner to any other third parties not expressly permitted herein.

Service Commitment

Although your employment with Revature is considered "at will", you understand that by accepting this employment offer and maintaining employment with Revature beyond the first five (5) days of your Training Program, you will be required to complete 18 consecutive calendar months of employment with Revature commencing on the first day you start providing services to a Revature Client (the "Service Commitment"). If you resign from the Company on or before the fifth day following the start of your Training Program, you will be fully released from the Service Commitment. The detailed terms and conditions of the Service Commitment will be described in detail in the Software/Programming Training and Retention Agreement which is included in this envelope.

If you remain employed by Revature and complete your Service Commitment while in good standing with Revature and any client with whom you are placed throughout the duration of Service Commitment, you will be eligible for a retention bonus of \$5,000. If you remain employed by Revature and complete an additional six (6) months of work after your Service Commitment is complete while remaining in good standing with Revature and any client with whom you are placed during that six (6) month period, you will be eligible for an additional \$5,000 retention bonus.

Background Check and Work Authorization

This employment offer is contingent upon successful completion of a background check, and satisfaction of all professional prerequisites that Revature deems necessary for you to perform your role, including without limitation, and where applicable, your providing a signed degree verification attestation (DVA) form and providing proof of earning certain postsecondary degrees. You agree to execute any necessary consents to perform such checks.

By accepting employment with Company, you represent you are legally authorized to work in the United States. Further, in accordance with the provisions of the Immigration Reform and Control Act, you will be required to complete the USCIS Form I-9 (Employment Eligibility Verification), which includes the



obligation of providing certain documentation supporting your identity and authorization to work in the United States, within three (3) days of your employment start date. Accordingly, this offer is contingent on your providing us with acceptable proof of your authorization to work in the United States and your proper completion of a Form I-9.

Representations and Other Terms and Conditions of Employment

Restrictive Covenants & Confidentiality

By signing this offer letter, you represent you are not subject to any agreements or restrictions, such as a restrictive covenant agreement (for example, a non-compete or no-solicitation agreement), that would prohibit you from accepting employment with Revature and/or carrying out the duties of your position with Company. Further, you represent and warrant you will not disclose to Company, or use in your employment with Company, any confidential or proprietary information or trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to Company any documents or other materials in tangible form belonging to or acquired from your current or any prior employer.

Company Policies

If you accept employment with the Company, you agree to follow the policies, procedures, handbooks, rules, and regulations of the Company. You acknowledge that the Company reserves the right to modify, supplement, and/or discontinue all policies, handbooks, procedures, rules, benefit plans, and programs at any time in its sole discretion.

Truthful Application

In addition, if you accept employment with the Company you also certify that all the information you have provided and will provide to the Company in connection with your application for employment is true and complete. You understand that if you provide(d) any false or misleading information to the Company during the interview or application process it may result in the termination of your employment.

Summary and Modifications

This letter is a summary of the principal terms of our employment offer and is not a contract of employment for any definite period of time. The Company reserves the right to interpret, modify or terminate any of the terms specified in this letter, as well as any Company policy or program, including but not limited to the policies in its handbook, the handbook itself, and any bonus or referral programs, in whole or in part, in its sole discretion with or without notice, at any time.

Prior Communications Superseded

This offer letter supersedes all prior communications, agreements, and understandings, written or oral, between you and the Company with respect to the terms and conditions of your employment offer with the Company with the exception of the Employment Terms mentioned herein. This offer letter is executed without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by a duly authorized member of the Company. You agree that you have carefully read this offer letter and have been afforded the opportunity to be advised of its meaning and consequences by your attorney, and that you sign the same on your own free will.



This employment offer will expire if not accepted by you within seven (7) days from the date of this letter. If you agree with this employment offer and desire to accept such, please sign below. If you have any questions regarding any aspect of the above, please do not hesitate to contact your Revature recruiter.

We look forward to welcoming you to Revature and joining us as a member of our team.

Sincerely,

REVATURE, LLC

Agreed to and Accepted By:

CANDIDATE

Signature

Print Name: Michael Nguyen

Date Signed:

REVATURE

Signature

Elsa Burns

Print Name: Elsa Burns

Title: Senior Vice President, Recruitment

Date Signed:



SOFTWARE/PROGRAMMING TRAINING AND RETENTION AGREEMENT

This Software/Programming Training and Retention Agreement ("Agreement") is entered into by and between Michael Nguyen ("Associate"), residing at _____, and Revature LLC, a Virginia limited liability company ("Company"), 11730 Plaza America Drive, Reston, VA 20190 (Associate and Revature each a "Party" and collectively the "Parties")

WHEREAS, Company is a talent development and technology firm that invests time and resources in the training, development, and placement of its employees and has agreed to enroll Associate in Revature's specialized and comprehensive software and/or programming training program (the "Training Program");

WHEREAS, in addition to the investment of time and resources in the training and development of Associate through the Training Program, the Company will use its best efforts to place Associate to perform technology-related activities for Company's clients on a project basis where Associate will have direct contact with such clients; and

WHEREAS, Company has a reasonable and justified business interest in protecting its investment in Associate in connection with its operations, and in protecting the Company's and its clients' trade secrets, confidential information, and client goodwill.

NOW THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions.

"Client" is a person or entity with, to, or about whom Revature (a) has, or had, a contractual business relationship and with respect to whom Associate was involved in providing services or interacting on behalf of the Company, (b) has made a business proposal (including responding to an RFP, RFQ, etc.) which Associate participated in preparing or presenting, or (c) has provided Associate with any Confidential Information. In addition, where Revature is a subcontractor, the term "Client" shall include both the prime contractor and the end client/customer.

"Services" are the types and kinds of services that Company supplies to its Clients at any time during Associate's employment including, but not limited to, software engineering, software design, software development, software testing, software implementation, software operations, software support, software analyses, computer programming, and software curriculum development and training.

2. The Training Program. Upon commencement of employment, Associate shall enter the Company's specialized and comprehensive technology instruction and training program (the "Training Program"), during which time Associate shall be compensated by the Company. The Training Program is an immersive, industry-aligned, full-time technology-focused program that typically lasts ten (10) to twelve (12) weeks in duration. Company shall provide Associate with study guides, licenses, hardware (excluding laptop computer), software, platform access, certifications, and other related supplies to assist in administering the Training Program. Associate will provide their own laptop computer, and, when training is remote, their own internet connection. The Training Program focuses on developing the skills, abilities, and aptitudes required of technology professionals, including coding and other related skills and proficiencies. Additionally, the Training Program curriculum includes professional development opportunities such as career coaching, mentoring, résumé writing assistance, and portfolio development. Company reserves the right, in its sole and absolute discretion, to modify the Training Program's length, curriculum, and course of study for the Associate based upon Associate's comprehension and grasp of the presented materials, changing industry demands, and Client needs and requirements. In the event the Company, for reasons other than Associate's voluntary departure or Associate Default (as defined below), provides Associate with a Training Program of 4 weeks or less in duration, Associate shall not be subject to the obligations under Section 21.

3. Value of the Training Program. The Company has expended substantial funds and resources and incurred significant costs and expenses in creating, securing, developing, and continuously updating and maintaining all aspects of the Training Program including, without limitation, the curriculum, manner and method of teaching, instructor hiring and retention, software license purchases, and the facilities which host the Training Program's educational activities, as well as in developing and maintaining its Client relationships and commitments. ***Associate acknowledges and agrees that Company is making a highly valuable investment in Associate and that, but for Associate's agreement to participate in the Training Program and agreement to the Service Commitment (defined below), Company would not have extended an employment offer to Associate.***

4. Training Centers. Associate shall attend a Training Program hosted at one of the Company's training centers located throughout the United States as assigned by the Company based on, among other things, space and availability. The Training Program may be held virtually for part, or all, of the training if the training centers are not available or open for any reason.

5. Service Commitment. Associate agrees to maintain and/or be available for full-time employment exclusively with Company from the first day of employment and throughout the eighteen (18) consecutive calendar months following Associate's initial assignment to a Client ("Service Commitment"). Associate understands and agrees that the Service Commitment is a material term of this Agreement.

6. Project Placement and Relocation. The Company maintains sole and absolute discretion over the projects and locations (within the contiguous United States) to which the Associate shall be assigned. Associate shall, if required by the Client, relocate and move to the applicable destinations to complete such Client projects and the Company will provide a relocation cost reimbursement in accordance with its then-current policy.

7. Retraining and Evaluation. If at any time Company determines, in its sole and absolute discretion, that Associate requires retraining, additional training, and/or evaluation, Associate, at the expense of Company, will travel to the training center assigned by Company or engage remotely and participate in such training.

8. Best Efforts. During business hours, Associate shall exclusively devote their business time, attention, and energy to the business and affairs of Company or the Client to whom Associate has been assigned. Associate shall use commercially reasonable best efforts to participate in and complete the Training Program and, among other things, satisfactorily and timely complete their duties, obligations, and responsibilities to Company and Clients. Associate shall not participate in any other business activity that interferes with their performance, attendance, or availability to perform duties, responsibilities, or obligations hereunder.

9. Confidential Information.

a. ***Confidential Information.*** "Confidential Information" means all confidential or proprietary information relating to Company's business or the business of its Clients with whom Associate may be placed, regardless of format and whether marked as "confidential" or not. Confidential Information includes, without limitation, all documents, technology, designs, curriculum, training models, training content, the Training Program, know-how, business concepts, procedures, services, projects, programs, customer information, business plans, promotional and marketing activities, intellectual property, pricing, financial information, and trade secrets. Confidential Information does not include any information that, through no wrongdoing, (i) is or becomes publicly available; (ii) can be shown with documentary evidence to have been known to Associate prior to its receipt from Company or Client; or (iii) can be shown by documentary evidence to have been independently developed by Associate without reference to or use of any Confidential Information and without violating the terms of this Agreement.

b. *Ownership and Use.* Confidential Information will remain the exclusive property of Company, or when disclosed to Associate by or obtained from a Client, the Confidential Information will remain the exclusive property of the Client (each a “Confidential Information Owner” for purposes of this Section). Associate will use Confidential Information solely for the purpose of performing the duties of their employment and for no other purpose. Associate will not disclose Confidential Information to anyone without prior written consent of the applicable Confidential Information Owner. Associate shall take all reasonable measures to protect the confidentiality and avoid unauthorized disclosures or use of Confidential Information. This section does not prohibit Associate from reporting possible unlawful conduct to any governmental entities or, if applicable, self-regulatory organizations to which Company or Client is subject, or otherwise cooperating or communicating with any such entity that may be investigating possible unlawful conduct.

c. *Notice of Unauthorized Use.* Associate will notify Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, or any Client agreement by which Associate may be bound, by Associate. Associate will cooperate with Company in every reasonable way to help Company regain possession of such Confidential Information and prevent its further disclosure or use.

d. *Return of Information.* Associate will return all Confidential Information and all tangible materials (in any form and including, without limitation, all summaries, copies, and excerpts) embodying Confidential Information promptly following the earlier of (i) the termination of Associate’s employment, or (ii) Confidential Information Owner’s written request. At Company’s option, Associate will provide written certification of its compliance with this Section.

e. *Defend Trade Secrets Act.* Pursuant to 18 USC § 1833(b), Associate may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, if Associate were to sue Company for retaliation based on the reporting of a suspected violation of law, Associate may disclose a trade secret to their attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and Associates does not disclose the trade secret except pursuant to court order.

10. Work Product. Company shall have all right, title and ownership interest, including copyright and patent rights, with respect to all systems, procedures, algorithms, computer programs and data, codes and any cards, tapes, papers, and documents (including drawings), and copies, abstracts, and summaries thereof, ideas, concepts, designs works, services and materials conceived or created or generated by Associate: (i) during Associate’s employment, (ii) based upon knowledge or information learned or gained from Company, or (iii) resulting from the use of Company’s or any Company Client’s facilities or equipment (collectively, “Works”). To the fullest extent permitted by law, all Works shall be deemed to be a “work made for hire” (as defined in Section 101 of Title 17 of the United States Code). To the extent any Work is determined not to be a “work made for hire”, Associate hereby irrevocably and exclusively assigns, transfers, and conveys to Company all intellectual property rights, in and to all Works; and Associate shall not retain any intellectual property rights in the Work. Upon written request by Company, Associate shall execute any document reasonably necessary for Company to file, prosecute, or perfect its ownership and title to Works. However, this Agreement is not, and does not purport to be, an assignment of any invention that the employee developed entirely on their own time without using the Company’s equipment, supplies, facilities, or trade secret information unless such invention (i) relates at the time of conception or reduction to practice of the invention directly to the Company’s business, or actual or demonstrably anticipated research or development of the Company, or (ii) results from work performed by Associate for the Company.

11. Return of Property. Upon termination of Associate’s employment, for any reason, or at any time upon Company request, Associate shall deliver to Company all Company or Client property in any form, prepared or acquired during Associate’s employment. If Associate has stored such on an external drive or storage, email account, laptop, or any other device, then regardless of whether the medium is owned by the



Company, Associate, or a third party, Associate must tender those devices to the Company to have the data removed.

12. Non-Disparagement. During the term of Associate's employment and for a period of 24 months thereafter, Associate agrees not to directly or indirectly, either orally, in writing, or through any medium (including, but not limited to posting on Internet sites or social media, or any other form of communication), disparage, defame, impugn, or otherwise damage or assail the reputation, integrity or professionalism of the Company, or any officer, director, employee, agent or representative of the Company; *provided, however*, nothing herein shall preclude Associate from testifying truthfully pursuant to a lawfully issued subpoena or from truthfully responding to or participating in any governmental inquiry. *This non-disparagement obligation expressly includes statements made under a pseudonym.*

13. Renewal or Change of Employment. This Agreement shall be deemed to continue during any periods of employment of Associate, including but not limited to, periods of employment following promotions or transfers, changes of title, duties, or pay, and during any subsequent re-employment of Associate by the Company unless the Parties enter into a new agreement that expressly supersedes this Agreement.

14. Injunctive Relief. Associate acknowledges that a breach of Sections 9 (Confidential Information), 10 (Work Product), 11 (Return of Property), or 12 (Non-Disparagement) will cause Company to suffer immediate and irreparable damage for which monetary damages may be insufficient. Therefore, in addition to any other remedy available to Company at law or in equity, Company shall be entitled to obtain specific performance or an injunction without the necessity of posting bond or proving actual damages.

15. Related Agreements. As a precondition of Associate's employment, Associate shall be required to execute other documents (collectively, the "Related Agreements") which have been presented to Associate for review and execution prior to, or along with, this Agreement.

16. Associate Representations. Associate agrees and represents that Associate is free to enter into this Agreement and to perform the services required hereunder without restriction of any kind. Associate agrees that Associate will not breach any legal or contractual duty or agreement with any other entity in performing Associate's obligation under this Agreement. Additionally, Associate confirms that Associate is legally authorized to work in the United States.

17. Employment with Third Parties. Subject to any state laws to the contrary, during Associate's employment with the Company, Associate shall not, without Company's prior knowledge and written consent, accept, engage in, or undertake any employment or work, whether as an employee or independent contractor, that hinders or interferes with Associate's obligations to the Company.

18. At-Will Employment. The Associate's employment is on an at-will basis, which means the employment relationship between Associate and Company may be terminated by either Associate or Company for any reason, at any time, *provided, however*, that such termination may be subject to the Early Departure Payment described herein. For the avoidance of doubt, in the event Associate terminates Associate's employment on or before the fifth day of training, such action shall not be considered a Default and no Early Departure Payment shall be due from the Associate.

19. Temporary Layoff. Although Company hopes that it will not be necessary, Company reserves the right to temporarily lay Associate off from employment. A temporary layoff will not constitute a termination of employment but will result in a discussion with Associate about their willingness to continue as an employee receiving eligible benefits and/or compensation for the duration of the temporary layoff. In the event Associate is placed in a non-compensated layoff for more than four (4) weeks, Associate may, at Associate's option, elect to discontinue Associate's relationship with the Company with no further obligation under Section 21 by entering into an early departure agreement with the Company, which shall contain, among other things, a mutual release of obligations.

20. Default. The occurrence of any of the following events, as determined by Company in its sole and absolute discretion, shall constitute a default hereunder by Associate (“Associate Default”) subjecting Associate to disciplinary action, including among other things, possible termination:

- a. Associate breaches any material term, condition, covenant or provision of this Agreement or the Related Agreements;
- b. Associate engages in conduct that violates any lawful policies or procedures of Company or Client (including from the Associate Handbook or otherwise);
- c. Associate willfully fails to perform or complete any reasonable job-related task or duty assigned to Associate by Company or Client;
- d. Associate engages in any activity or behavior relating to or affecting Associate’s employment involving moral turpitude or demonstrating poor moral character including, but not limited to, dishonesty, fraud, or unjustified violence or aggression;
- e. Associate breaches the obligations contained in Section 9 “**Confidential Information**” with respect to Company’s or Client’s Confidential Information;
- f. Associate breaches the commitment made in Section 5 “**Service Commitment**” due to a reason other than Associate’s death or a disability which renders Associate unable to perform the services contemplated hereunder.

21. Early Departure.

- a. Associate acknowledges that the Company has made a substantial investment in training Associate and developing opportunities for Associate and that an Associate Default that results in the termination of Associate’s employment prior to completion of the Service Commitment (“Early Departure”) may cause Company to incur significant damages in the form of (among other things) loss of the investment made in Associate’s training, breach of contract to a Client, and reputational harm.
- b. Associate further acknowledges and agrees that in the event of an Associate Default that causes an Early Departure, Associate shall be liable to the Company for any damages sustained as a result; provided, however, that in asserting any damages caused by Associate’s Early Departure, the Company will review Associate’s situation on a case-by-case basis and will take into account any mitigating factors the Associate might wish to present such as medical emergency, military obligations, etc.
- c. In the event of an Early Departure when the Company determines it is appropriate under the circumstances, the Company may, within 60 days of the Associate’s last day of employment, provide Associate with a written statement regarding the amount of damages the Company contends it has experienced as a result of the Early Departure (“Early Departure Payment”) along with a request for payment. The Associate, within 30 days of transmittal of such statement, shall either (a) make arrangements for immediate payment of the Early Departure Payment; (b) propose an installment plan with respect to paying the Early Departure Payment; or (c) appeal the amount of the Early Departure Payment by submitting a written statement to the Company explaining the basis for the appeal and any mitigating factors that the Company should consider.
- d. In the event that the Associate fails to pursue one of these options, the Company reserves the right to initiate arbitration to seek recovery of the Early Departure Payment. In the event the Company files such legal proceedings against Associate and is successful in recovering all or part of the Early Departure Payment, then, in addition to any damages awarded, the Company may petition the Arbitrator for payment by Associate of reasonable attorneys’ fees and costs incurred by the Company in pursuing such legal proceedings.

22. Notices. All notices and communications between the Parties regarding this Agreement must be made (or followed up) in writing (email is sufficient) and will be effective upon receipt by electronic delivery or upon delivery in person or by postage prepaid registered or certified mail or nationally recognized carrier (e.g., FedEx, UPS).

23. Confidentiality. Associate acknowledges and agrees that the terms and conditions of this Agreement and the Related Agreements are confidential in nature. Associate shall not directly or indirectly share, communicate, display, publish, or reveal the terms of this Agreement or Related Agreement to any third party, except as permitted by law. Notwithstanding the foregoing, Associate may disclose the terms and conditions of this Agreement and the Related Agreements to their lawyer, financial advisor, immediate family members, or pursuant to any court order, in response to or to participate in any governmental inquiry, or as necessary to enforce this Agreement. These confidentiality obligations shall survive termination or expiration of this Agreement.

24. Non-Waiver. No delay, waiver, omission, or forbearance by Company to exercise any right, option, duty, or power arising out of this Agreement shall constitute a waiver by Company of such, nor shall it serve as a waiver to any subsequent breach or default by Associate.

25. Survival and Severability. The terms and conditions of this Agreement which by their nature are intended to survive termination of this Agreement (e.g., Confidential Information), shall. If any provision or subsection of this Agreement is held to be invalid or unenforceable by any arbitrator or court of competent jurisdiction, such shall be amended to avoid such invalidity or unenforceability and to preserve the intent of the Parties as closely as possible. If such cannot be amended, then the invalid or unenforceable provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of such.

26. Amendment and Assignment. This Agreement may only be modified or amended by written agreement signed by both Parties. This Agreement may be assigned and inure to the benefit of any successor of Company whether by merger, stock acquisition, or asset purchase (in such case written notice of such assignment will be sent to Associate). This Agreement is not assignable by Associate.

27. Governing Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflict of law principles. Except with respect to the Company's right to seek injunctive relief pursuant to Section 14 of this Agreement, all disputes hereunder shall be resolved in accordance with the Mutual Agreement to Arbitrate Disputes.

28. Legal Review. This Agreement has important legal consequences and Associate has been advised and has had the opportunity to obtain independent legal counsel to review it. Associates agrees that they understand all terms and conditions contained herein.

29. Construction and Modification. The subject headings in this Agreement are only for reference only and shall not be given any legal effect. The interpretation of this Agreement shall not be construed against a Party due to authorship. This Agreement may be executed in one or more counterparts and electronic copies of signatures shall be deemed as originals.

In signing this Agreement, Associate acknowledges: (i) Associate has had the opportunity to review this Agreement for at least 3 (three) calendar days prior to execution and (ii) Associate understands that Associate may opt-out of the Service Commitment with no Early Departure Payment at any time on or before the fifth day of Training.



WHEREFORE, the Parties have executed this Agreement as of the date of the first signed below.

REVATURE:

Signature:

Print Name:

Title:

Date:

ASSOCIATE:

Signature:

Print Name: Michael Nguyen

Date:



RESTRICTIVE COVENANT AGREEMENT

In consideration of the training and employment provided by Revature LLC ("Company") to the undersigned employee ("Associate"), Associate hereby enters into this Restrictive Covenant Agreement ("Agreement") and agrees as follows:

1. **Client Restrictions.** Associate agrees that, during the course of Associate's employment with Revature and for a period of twenty-four (24) months following the end of such employment for any reason ("Restricted Period"), Associate will not, directly or indirectly, alone, or as an employee or contractor, solicit or accept employment (on a full or part-time basis) or enter into any employment, contracting, or consulting arrangement with any Restricted Entity in any Restricted Position. Associate agrees to notify Company if, during the Restricted Period, the Associate is solicited by a Company customer, client, or vendor for any employment or contract arrangements.

For purposes of this Agreement: (i) a "Restricted Entity" is any entity (including any corporate affiliates or subsidiaries thereof) through which or to which Associate provided services on behalf of the Company, including an entity with whom Associate has been placed by a Revature client; and (ii) a "Restricted Position" is any position which would require Associate to utilize any of the skills acquired in the Revature training program.

2. **Nonsolicitation of Company Employees and Associates.** During the Restricted Period Associate will not directly or indirectly recruit, solicit, hire, or employ, or assist any other person or entity to recruit, solicit, or employ, any Company Personnel to leave the Company. For purposes of this Agreement, "Company Personnel" is any person employed by the Company, whether as an employee or contractor, with whom Associate interacted as a consequence of Associate's employment with the Company.
3. **Remedies.** Any breach of the provisions contained in this Agreement will cause Company immediate and irreparable damage, for which there is no adequate remedy at law. Accordingly, in the event of a breach of any of the terms of this Agreement, in addition to any other remedies it may have at law or in equity, Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, and any other form of equitable relief. Associate hereby consents to the entry of such an order. This provision is not a waiver of any other rights which Company may have under this Agreement, including the right to receive liquidated damages in accordance with the early departure payment set forth under the Training Agreement into which Associate entered with the Company.
4. **Assignment.** This Agreement may be assigned and inure to the benefit of Company's successors and permitted assigns, including any corporation or entity with which or into which Company may be merged, or which may succeed to its assets or business, provided however, the Associate's obligations, as an employee, are personal and shall not be assigned by him.
5. **Severability.** In the event that any of the provisions of this Agreement will for any reason be held to be invalid or unenforceable, the Parties hereto expressly agree and authorize the court to sever the unenforceable provision and enforce the remaining the provisions to the extent necessary to make such provision(s) legal and enforceable.
6. **Separability.** Each of the Associate's obligations set forth herein in Sections 1 and 2 are separate and independent of the other or of any other obligations that the Associate or Company might owe to one another. The real or perceived existence of any claim or cause of action of Associate against Company, whether predicated on this Agreement, or on some other basis, will not alleviate Associate of Associate's obligations under this Agreement and will not constitute a defense to the enforcement by the Company of the restrictions and covenants contained herein.

7. **Choice of Law and Forum.** The parties intend that this Agreement, though entered into in Virginia, may be performed in different places. All matters relating to the validity, construction, performance, enforcement, and interpretation of this Agreement will be governed by and determined under the laws of Virginia. Both parties agree to submit to the jurisdiction of the Circuit Court for the County of Fairfax, Virginia for all matters arising under this Agreement that are not subject to arbitration under the Mutual Agreement to Arbitrate Disputes.
8. **Attorneys' Fees.** If it is determined in a court of competent jurisdiction that Associate has breached Associate's obligations hereunder, Associate shall be liable to the Company for its reasonable attorneys' fees and costs associated with the Company's enforcement of this Agreement.

SIGNATURE: _____

DATE: _____

PRINTED NAME: Michael Nguyen

MUTUAL AGREEMENT TO ARBITRATE DISPUTES

Revature, LLC including its parents, subsidiaries, affiliates, predecessors, successors and assigns, and its and their officers, employees, directors, agents, and representatives (collectively, “**Employer**”) and Michael Nguyen (“**Employee**”) (individually a “**Party**,” collectively, the “**Parties**”) have entered into this Mutual Agreement to Arbitrate Disputes (“**Agreement**”) in order to establish and gain the benefits of a speedy, impartial, and cost-effective dispute resolution procedure.

1. **Employment At-Will:** Employee is employed on an at-will basis. The Parties mutually agree that this Agreement does not contain or constitute a guarantee of employment for any specific period. This means that Employee may resign from employment with Employer at any time with or without cause or notice and that Employer may terminate Employee’s employment at any time with or without cause or notice.

2. **Consideration:** Employee acknowledges that the execution of this Agreement is a condition of employment or continued employment with Employer. Employee also acknowledges that commencement or continuation of employment constitutes the consideration for Employee’s agreement to the terms of this Agreement, and that such consideration is adequate. The Parties further acknowledge that each Party’s promise to resolve Claims (as defined herein) in accordance with the provisions of this Agreement, rather than through the courts, is adequate consideration for the other Party’s like promise.

3. **Claims:** The Parties mutually agree that the dispute resolution procedure set forth in this Agreement applies to any and all past, current, and future disputes, claims, grievances, and/or causes of action arising out of or related to Employee’s employment relationship, terms and conditions of employment, or termination of employment with Employer, including but not limited to claims relating to hiring, recruitment, wages or other compensation, benefits, promotion, transfer, demotion, working conditions, termination of employment, breach of contract (express or implied), discrimination, harassment, retaliation, whistleblower claims, workers’ compensation retaliation, wrongful termination (constructive or actual), tort claims, and any common law or statutory claims arising under any applicable federal, state, local, or other governmental law, statute, regulation, or ordinance (hereinafter referred to as “**Claims**”). This Agreement applies to Claims Employee may have against Employer or its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, as well as Claims that Employer may have against Employee.

This Agreement specifically excludes: (1) claims for workers’ compensation benefits, (2) claims for unemployment compensation benefits, (3) claims of sexual harassment, and (4) any other claims expressly excluded from arbitration by law. In addition, nothing in this Agreement should be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal, state or local administrative agency charged with investigating and/or prosecuting complaints under any applicable federal, state or local law or regulation.

If Employee would otherwise be legally required to exhaust administrative remedies and/or any other prerequisites before bringing suit on any claim in court, Employee must exhaust his/her administrative remedies and/or satisfy any other legally required prerequisites before making a demand for arbitration of any such claims. All statutes of limitation that would be applied if the applicable dispute was filed in a court of competent jurisdiction shall apply to disputes under this Agreement.

4. **Arbitrability:** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to determine whether any dispute arising out of or relating to this Agreement is arbitrable, including any dispute relating to the existence, scope, interpretation, applicability, enforceability, or formation of this Agreement, or any claim that all or any part of this Agreement is void or voidable. The interpretation and enforcement of this Agreement shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

5. **Submission of Claims to Arbitration:** The Parties hereby agree to attempt, in good faith, to resolve any and all Claims internally on an informal basis through Employer's Human Resources Department and/or other management channels appropriate to the particular dispute, as outlined in Employer's Employee Handbook. If such efforts at informal resolution are unsuccessful, the Claim shall be submitted to and determined exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration-related portion of the AAA's Employment Arbitration Rules and Mediation Procedures (the "AAA Arbitration Rules"). The AAA Arbitration Rules are available at <http://www.adr.org>, or by calling 1-800-778-7879. In the case of a conflict between the AAA Arbitration Rules and this Agreement, this Agreement shall control.

A single, impartial arbitrator shall be selected by mutual agreement of the Parties or, if the Parties cannot agree, in accordance with the procedure set forth in the AAA Arbitration Rules. Unless otherwise agreed by the Parties, arbitration shall take place in the city in which the division or corporate office (or equivalent) to which the Employee is assigned is located. Arbitration may occur by video/teleconference, but only if mutually agreed upon by the Parties. The arbitrator's decision shall be final and binding only on the Parties to this Agreement and the Parties agree that awards deciding issues for similarly situated employees will have no preclusive effect in any arbitration between the Parties. The duty to arbitrate Claims under this Agreement survives any termination of Employee's employment with Employer for any reason.

6. **Form of Arbitration:** Employee and Employer expressly understand and acknowledge that by signing this Agreement they are waiving their rights to pursue class action, collective action, multiple-party, and private attorney general remedies in any court and in any arbitration forum, except as expressly provided herein. In any arbitration, any Claim shall be arbitrated only on an individual basis and not on a class, collective, multiple-party, or private attorney general basis. Employee and Employer expressly waive any right to arbitrate as a class representative, as a class member, in a collective action, or in or pursuant to a private attorney general capacity, and there shall be no joinder or consolidation of parties. Employee and Employer expressly intend and agree that class action and collective action procedures shall not be asserted, and will not apply, in any arbitration under this Agreement; each Party will not assert class or collective action claims against the other in arbitration, court, or any other forum; each Party shall only submit their own individual claims in arbitration and shall not bring claims against the other in any representative capacity on behalf of any other individual; and any claims by the Employee will not be joined, consolidated, or heard together with claims of any other current or former employee of Employer.

Notwithstanding anything to the contrary in the AAA Arbitration Rules, and the general grant of authority to the arbitrator in the "Arbitrability" provision above of the power to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between Employer and Employee.

7. **Waiver of Jury Trial:** Employee and Employer expressly understand and acknowledge that by signing this Agreement they are waiving their right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

8. **Authority of Arbitrator:** The arbitrator shall have all of the powers and authority granted to arbitrators under the AAA Arbitration Rules, including but not limited to ordering discovery, fixing the location and time of the arbitration, and settling disputes regarding the law, subject or conduct of the arbitration. The arbitrator shall have the authority to set deadlines for completion of discovery and shall decide all discovery-related disputes. The arbitrator may grant any remedy or relief that would have been available to the Parties had the matter been heard in court. The decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In rendering an award, the arbitrator shall determine the rights and obligations of the parties according to applicable law, and the arbitrator's decision shall also be governed by applicable law as though the matter were before a court of law.

9. **Costs of Arbitration:** The compensation and expenses of the arbitrator, as well as the AAA's administrative fees, shall be paid by Employer. Employee and Employer shall otherwise bear their own respective attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator may award attorneys' fees and costs to either Party in accordance with applicable law. The arbitrator shall resolve any dispute as to the reasonableness of any fees or costs awarded under this paragraph.

10. **Confidentiality:** Except as may be required by law, neither a Party, the arbitrator, nor any witness may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

11. **Injunctive Relief:** Either Party, before or during the arbitration contemplated by this Agreement, may apply to a court for a temporary restraining order, preliminary injunction, or similar equitable relief to protect its interests pending completion of such arbitration proceedings or to enforce the provisions of this Agreement, any confidentiality agreement signed by Employee, and/or any restrictive covenants agreed to by Employee.

12. **Compelling Arbitration/Enforcing Award:** Either Party may ask a court to stay any court proceeding to compel arbitration under this Agreement, and to confirm, vacate, or enforce an arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13. **Severability:** If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and that adjudication shall not affect the validity of the remainder of this Agreement; provided, however, that if the "Form of Arbitration" provision above prohibiting class, collective, multiple-party, or other group arbitration is deemed invalid, then this entire Agreement shall be null and void.

14. **Governing Law:** This Agreement and any arbitration shall be governed by the Federal Arbitration Act to the exclusion of any state law inconsistent with the Federal Arbitration Act. Claims arising under federal law shall be determined in accordance with federal law. Common law or state law claims shall be determined in accordance with the substantive law of the Commonwealth of Virginia without regard to its conflict of law principles.

15. **Successors and Assigns:** Employer may freely assign this Agreement at any time. This Agreement shall inure to the benefit of Employer's successors and assigns.

16. **Entire and Exclusive Agreement:** This Agreement supersedes any prior agreements regarding arbitration, including, but not limited to, any arbitration or choice of forum provisions in any employment agreements entered into between the Parties. Any modification to this Agreement must be entered into, in writing, by an authorized representative of Employer. Oral representations made before or after Employee is hired do not alter this Agreement.

IN WITNESS WHEREOF, the Parties attest to the fact that they have read, understand, and voluntarily, knowingly, and without duress or coercion agree to be legally bound by the terms of this Agreement. The Parties expressly understand that they will be required to arbitrate all disputes that are covered by this Agreement.

Authorized Company Representative Name – Print

Michael Nguyen

Employee Name – Print

Authorized Company Representative Signature

Employee Signature

Date

Date



Dear Michael Nguyen,

We are pleased that you have accepted an offer of employment with Revature and have decided to become a valued member of the Revature team.

This letter is intended to: (i) facilitate and ensure your understanding and acceptance of the terms and conditions of Revature's Associate Expense Policy (the "Expense Policy"), which constitutes a material aspect of Revature's employment offer, and (ii) assist you in planning and preparing for your prospective work assignment relocation. Any capitalized terms not defined herein shall have the meaning given to them in your Offer Letter or Software/Programming Training and Retention Agreement.

Please review the following terms and conditions of the Expense Policy, some of which are reflected in Revature's Software/Programming Training & Retention Agreement and confirm your understanding and acceptance of such terms and conditions by signing this letter in the space provided below.

- ✓ Upon your completion of the Training Program and confirmation of your work assignment, which may be located anywhere within the contiguous United States as assigned by Revature, in its sole and absolute discretion, **but at all times consistent with any other location specifications indicated in your Offer Letter**, you acknowledge and agree to accept such work assignments and to relocate to the assigned city and/or geographic area (if you do not already live there) to perform and complete such work assignment during the Service Commitment Period.
- ✓ You further understand that at no time will Revature accept or accommodate any request for placement at work assignments located in specific cities or geographic areas except where required to do so by applicable law or as otherwise provided for in your Offer letter. As such, during the Service Commitment Period and throughout your employment with Revature, you will accept any work assignment, regardless of location, and you will relocate and move to the assigned destinations if you do not already live there to perform and complete such work assignments. Failure to comply with this relocation obligation constitutes a Default.
- ✓ Provided your initial work assignment is located more than fifty (50) miles from your training facility's location, Revature will provide you with a lump sum moving stipend (the "Stipend") in the amount of \$500.00 to offset some of the costs of relocation associated with a work assignment. If an Associate must relocate 500 miles or more, this amount will increase to \$1000. (i.e., a Revature training facility or if virtually trained, your permanent residence, then you will be provided with an additional amount of \$500.00 to supplement the Stipend.
- ✓ In addition to the Stipend, you have the option, but not the obligation, of receiving up to \$1,000.00 as an advance on your wages (the "Advance") to assist with upfront costs in relocating to your initial work assignment. The Advance must be prearranged with Revature's Human Resources Department and will detailed in a repayment agreement.
- ✓ The following work assignment relocation expenses will not be reimbursed:
 - Temporary housing and living expenses
 - Early lease termination/breakage fees
 - Mileage reimbursement



- ✓ Revature strongly suggests and advises that you abstain from entering a long-term lease or any other long-term housing commitment in connection with your work assignment relocation. If you are required to move to another destination prior to the expiration or fulfillment of a lease or housing commitment, all fees and costs associated with, relating to, or pertaining to the early termination and/or breakage thereof will not be paid or reimbursed by Revature.
- ✓ If available, a Revature preferred housing partner may assist you in identifying suitable housing options in the area in which your work assignment is located.

Acceptance

I hereby certify that I have read, understand, and hereby acknowledge the terms and conditions of Revature's Associate Expense Policy, and I agree to abide by and comply with such terms and conditions as set forth above.

Associate Printed Name: **Michael Nguyen**

Associate Signature:

Date:



Degree Verification Acknowledgement Form

This is to acknowledge and certify that I Michael Nguyen, have obtained a Bachelors degree, or equivalent, and that I do not have an outstanding balance, dues or debts owed to my University. (This certification does not refer to any outstanding student loans you may have.)

I acknowledge and understand that employment and/or continued employment with Revature is conditioned upon having a Bachelors degree or equivalent and graduation shall be confirmed by Revature through a background check.

Additionally, I understand that, if the background check is unable to confirm graduation, I am permitted to begin employment with Revature given that I certify the following:

- (1) I have provided the Company with acceptable documentation in support of my graduation. Acceptable documentation includes (a) copy of diploma with degree award date or (b) official or unofficial transcript with degree award date indicated.
- (2) I confirm I do not have an outstanding balance, dues or debts owed to my University.
- (3) I understand a secondary background check will be re-run during my 5th week of employment to confirm graduation.

I am permitted to work with Revature for up to 5 weeks with a pending verification. Revature will work with me and my University to confirm graduation during the first 5 weeks. If graduation is unable to be confirmed by the end of the 5th week, my employment will be terminated.

I confirm and accept that failure to confirm graduation due to misrepresentation will be considered fraudulent and subject to the breach of contract under the terms set forth in the Associate Agreement. I also understand that nothing herein shall alter the at-will nature of my employment.

ASSOCIATE

Signature

Print Name **Michael Nguyen**

Date Signed

REVATURE LLC

Signature

Print Name

Date Signed



COVID-19 Vaccine Questionnaire - USA

As you are aware, the circumstances surrounding the COVID-19 pandemic are rapidly evolving. While Revature does not currently have a COVID-19 Vaccine requirement, we are required to confirm your vaccination status for purposes of client placement. To aid in the clients' selection, placement, and assignment processes, we request your assistance in confirming your vaccination status.

Please note, this form is for informational purposes only and will not impact your ability to continue employment with Revature.

Please indicate your vaccination status by completing the enclosed USA COVID-19 Vaccination Questionnaire. You will be asked to verify your vaccination status and provide supporting documentation via the USA COVID-19 Vaccine Survey to be provided to you via ADP on or after your start date.

As with all identifiable employee medical information, Revature will safeguard information concerning COVID-19 Vaccinations strictly in accordance with applicable law and will only access or store such to the extent permissible by applicable law.

Requests for Accommodations or Exemptions

Revature will consider any requests for accommodations from those who have a qualifying medical condition or who object to being vaccinated on the basis of a sincerely held religious belief, observance or practice in accordance with applicable legal requirements, or as may otherwise be required by law. Accommodation requests will be assessed on a case-by-case basis.

Employees requesting accommodation in relation to this Policy must:

- Provide the required supporting information/documentation to substantiate the reason(s) that they are unable to receive a COVID-19 Vaccine as may be required by Revature; and
- Cooperate and participate in Revature's efforts to accommodate, including by accepting reasonable accommodation.

Any information or documentation provided in the course of the accommodation process will be held in confidence, to be shared only on a "need to know" basis to facilitate the accommodation process and only in accordance with, applicable law.

Employees may request an exemption as a reasonable accommodation without fear of retaliation.

If you have any questions, please do not hesitate to contact Human Resources at HR@revature.com.

We appreciate your assistance as we work to meet this client request.

Sincerely,
Revature HR



COVID-19 Vaccine Questionnaire – USA

This form is provided so that employees can attest to having received the COVID-19 Vaccine.

Name: Michael Nguyen Today's Date: _____

Please check the applicable box and complete the information under the section. You will have the opportunity to provide supporting documentation of your vaccination or accommodation request on or after your hire date via the USA COVID-19 Vaccine Survey to be provided to you via ADP.

Fully Vaccinated

_____ I confirm that as of the time of completing this form, I have been fully vaccinated against COVID-19. Fully vaccinated means it has been two weeks since receiving either 1) Both doses of either the Pfizer or Moderna Vaccine, or 2) The single dose of the Johnson and Johnson Vaccine. I will provide proof of my vaccination(s) via ADP upon receipt of the USA COVID-19 Vaccine Survey.

Partially Vaccinated

_____ I confirm that as of the time of completing this form, I have received one dose of a COVID-19 Vaccine. I am scheduled to receive the second COVID-19 Vaccine on or before my first day of employment with Revature. I will provide proof of my vaccination(s) via ADP upon receipt of the USA COVID-19 Vaccine Survey.

Unvaccinated

_____ I confirm that as of the time of completing this form, I have not received any doses of a COVID-19 Vaccine.

Accommodation Request

_____ I would like to request a vaccination accommodation based on (please select your reason below). I understand that requests for accommodation are assessed on a case-by-case basis.

Please select accommodation reason:

- _____ Medical condition/concern
_____ Sincerely held religious belief

Prefer Not to Respond

_____ I prefer not to disclose my vaccination status at this time.

Note: Employee medical records are maintained confidentially by Human Resources, separate from an employee's general personnel file. Information will only be shared with those who have a need to know for the purpose of performing their job in relation to health and safety of the workplace.