

Dated

2017

**ASSURA PLC
JAYNE COTTAM**

SERVICE AGREEMENT

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Between

- (1) **Assura plc**, a company registered in England and Wales with registration number 9349441 whose registered office is at The Brew House, Greenalls Avenue, Warrington WA4 6HL (**Company**); and
- (2) **Jayne Cot tam (Executive)**.

It is agreed

1 Definitions and interpretation

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

Board means the board of directors for the time being of the Company, any authorised director or any committee of directors for the time being

Commencement Date has the meaning set out at clause 3.4

Confidential Information has the meaning set out at clause 11 (Confidential information and company documents)

Employment means the Executive's employment under this Agreement

ERA means the Employment Rights Act 1996

Group means the Company and the Group Companies

Group Company means any company which is for the time being a Subsidiary or Holding Company of the Company and any Subsidiary of any such Holding Company (and **Group Companies** shall be interpreted accordingly)

Intellectual Property means all patents, registered designs, trade marks and service marks (whether registered or not and including any applications for the foregoing), copyrights, design rights, semiconductor topography rights, database rights and all other intellectual property and similar proprietary rights subsisting in any part of the world (whether or not capable of registration) and including (without limitation) all such rights in materials, works, prototypes, inventions, designs, discoveries, techniques, processes, computer programs, source codes, data, technical, commercial or confidential information, trading, trade mark, business or brand names, goodwill or the style of presentation of the goods or services, work or other output or any improvement of any of the foregoing and the right to apply for registration or protection of any of them and in existing applications for the protection of any of the above

Recognised Investment Exchange has the meaning ascribed to it by section 285 Financial Services and Markets Act 2000

Sensitive Data means personal data consisting of information as to racial or ethnic origin; political opinions; religious beliefs or other beliefs of a similar nature; membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992); physical or mental health or condition; sexual life; the commission or alleged commission of any offence or any proceedings for any offence committed or alleged to have been committed, including the disposal of such proceedings or the sentence of any court in such proceedings

Statutory Duties means the Executive's statutory duties as a director set out in Chapter 2 of Part 10 of the Companies Act 2006 as in force from time to time

Subsidiary and Holding Company shall have the meanings ascribed to them by section 1159 Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006.

Termination Date means the date of the termination of the Employment

UK Official List means the official list maintained by the UK Listing Authority for the purposes of Part VI of the Financial Services and Markets Act 2000

Work means any materials, works, prototypes, inventions, designs, discoveries, techniques, processes, computer programs, source codes, data, technical, commercial or confidential information, trading, trade mark, business or brand names, goodwill or the style of presentation of the goods or services, work or other output or any improvement of any of the foregoing made, created or discovered by the Executive during the course of the Employment (whether capable of being patented or registered or not) in conjunction with or in any way affecting or relating to the business of the Company or of any Group Company or capable of being used or adapted for use in or in connection with such business

WTD means the Working Time Directive (2003/88/EC)

WTR means the Working Time Regulations 1998

- 1.2 References to clauses and schedules are unless otherwise stated to clauses of and schedules to this Agreement.
- 1.3 Any reference in this Agreement to a statutory provision shall be deemed to include a reference to any statutory amendment, modification or re-enactment of it.
- 1.4 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

2 General

- 2.1 The Executive represents and warrants that she is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits her from entering into this Agreement or from performing her obligations and duties under it.
- 2.2 This Agreement constitutes the written statement of the terms of employment of the Executive provided in compliance with Part I of the ERA. There are no collective agreements in force affecting the Employment.

3 Appointment, term and notice

- 3.1 The Company appoints the Executive and the Executive agrees to act as Chief Financial Officer of the Company or in such additional capacity as the Company from time to time reasonably directs on the terms of this Agreement. At any time during the Employment with the agreement of the Executive the Company may appoint any other person or persons to act jointly with the Executive in any position to which the Executive may be assigned from time to time.
- 3.2 If the Executive is under notice of termination the Company at its absolute discretion may appoint any other person or persons to act as Chief Financial Officer (or any other position to which the Executive may be assigned from time to time) in place of the Executive.

- 3.3 If the Executive has been absent from work for a period of 28 days the Company at its absolute discretion may appoint any other person or persons to act as Chief Financial Officer (or any other position to which the Executive may be assigned from time to time) in place of the Executive on an interim basis.
- 3.4 The Employment shall commence on 1 November 2017 or earlier if agreed (**Commencement Date**) and, subject to the provisions of this Agreement, shall continue indefinitely unless and until terminated by either party giving to the other not less than six months' written notice.
- 3.5 The Company shall have the discretion to terminate the Employment lawfully without any notice (or part thereof), and in circumstances where such discretion is exercised it shall pay to the Executive a sum equal to, but no more than, the Salary and the value of contractual benefits, excluding any bonus, in respect of that part of the period of notice which the Executive has not worked less any appropriate tax and other statutory deductions. The Company shall give the Executive written notice of any termination under this clause 3.5 and such notice shall include confirmation of when the termination of the Employment shall be effective. The payment (or the first instalment of the payment under clause 3.6) shall be made to the Executive within one month of the date upon which the Employment terminates. The Executive shall not be entitled to any holiday pay which may otherwise have accrued during what would have been the notice period. If the Company terminates the Employment in accordance with this clause 3.5, all of the Executive's post termination obligations contained in this Agreement (for example the restrictive covenants in clause 12 (Restrictive covenants) shall remain in force.
- 3.6 The Company may pay any sums due under clause 3.5 as one lump sum or in instalments over what would have been the notice period, had it been served by the Executive. If the Company elects to pay in instalments, the Executive will be under an immediate and ongoing duty to mitigate her losses and a duty to disclose to the Company, on request, details of her efforts to mitigate her losses and the gross amount of any income she has received or is due to receive. The Company reserves the right to reduce the amount of the instalments by the amount of such income.
- 3.7 If at any time after the Company has exercised its right to make a payment under clause 3.5, the Company reasonably considers that it would otherwise have been entitled to terminate the Employment without notice in accordance with clause 14.1, it will be released from its obligation to make the payment referred to in clause 3.5 and/or to pay any outstanding instalments under clause 3.6, and any payment under clause 3.5 or clause 3.6 that has already been made to the Executive will be repayable by the Executive to the Company as a debt.
- 3.8 For the purposes of the ERA the Executive's period of continuous employment began on 1 November 2017 or earlier if agreed.

4 Obligations and duties of the Executive

- 4.1 During the Employment the Executive shall:
- (a) devote substantially the whole of her time, attention and skill to the business and affairs of the Company and to work such hours, both during the Company's normal working hours (being 9a.m. to 5.30p.m.) and beyond, as are necessary to fulfil her duties under this Agreement (except during holidays and authorised periods of absence);
 - (b) work at the Company's offices at The Brew House, Greenalls Avenue, Warrington or such other place of business of the Company, or any other Group Company within the United Kingdom which the Board may reasonably require from time to time for the proper performance of her duties (on either a temporary or permanent basis) and travel

on the business of the Company, and any Group Company in the performance of her duties to any place (whether inside or outside the United Kingdom) as the Company may from time to time require;

- (c) obey the reasonable and lawful directions of the Board and report to the Chairman of the Company or such other person as the Board may from time to time direct;
 - (d) faithfully, competently and diligently perform such duties and exercise such powers consistent with her position as may from time to time be assigned to or vested in her by the Board and do all reasonably in her power to protect, promote, develop and extend the business interests and reputation of the Company and the Group;
 - (e) keep the Board at all times promptly and fully informed (in writing if so requested) of her conduct of the business of the Company and any Group Company and provide such explanations in connection with it as the Board may require;
 - (f) disclose to the Board all circumstances in respect of which there is, or may be, a conflict of interest between the Executive, and the Company or any Group Company and any breach or default of her obligations under this Agreement;
 - (g) notify the Board of any matters that adversely affect or may adversely affect the Company or any Group Company of which the Executive becomes aware including but not limited to:
 - (i) the plans of any other senior employee to leave the Company or any Group Company (whether alone or in concert with any other employee);
 - (ii) the plans of any other senior employee (whether alone or in concert with any other employee) to engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever including as director, shareholder, principal, consultant, agent, partner or employee of any other person, firm or company; or
 - (iii) the misuse by any employee of any Confidential Information;
 - (h) report to the Board in writing any matter relating to the Company or any Group Company or any of its or their officers or employees of which the Executive becomes aware and in respect of which the Executive proposes to make a qualifying disclosure as defined by section 43B of the ERA;
 - (i) comply with such rules, regulations and other requirements of any relevant professional body, authority or organisation applicable to the activities of the Executive or the Company or any Group Company; and
 - (j) if and so long as the Company requires and without any further remuneration, carry out her duties on behalf of any Group Company and act as a director or officer of any Group Company.
- 4.2 Without prejudice to the obligations and duties set out in clause 4.1, the Executive shall comply with her Statutory Duties.
- 4.3 In recognition of the Executive's seniority and managerial duties, the Executive is regarded as a "managing executive" for the purposes of the WTR.

- 4.4 During the Employment the Executive shall not directly or indirectly be employed, engaged, concerned or interested in:
- (a) any other business or undertaking; or
 - (b) any activity which the Board reasonably considers may be, or become, harmful to the interests of the Company or of any Group Company or which might reasonably be considered to interfere with the performance of the Executive's duties under this Agreement.

4.5 Clause 4.4 shall not apply to:

- (a) the Executive holding (directly or through nominees) investments listed on the UK Official List, AIM or any Recognised Investment Exchange as long as she does not hold more than 3 per cent of the issued shares or other securities of any class of any one company and provided that any such company does not compete with the business of the Company or any Group Company; or
- (b) any act undertaken by the Executive with the prior written consent of the Board; or
- (c) the Executive having an interest in a business that competes with the business of the Company or a Group Company indirectly through a unit trust.

4.6 At any time during any period of notice (whether given by the Company or the Executive), the Company shall have the right, at its absolute discretion, to:

- (a) assign reduced or alternative duties to the Executive and require the Executive to act at the direction of the Company;
- (b) exclude her from its premises and prevent the Executive from discussing its affairs with the Company's, or any other company in the Group's, employees, agents, clients, customers;
- (c) remove her from office as a director of the Company and from any or all offices held by her in the Company or in any other company in the Group (including the office of trustee of any of the pension schemes of the Company or the Group); and
- (d) appoint any other person or persons to act in her place.

If the Company shall exercise any or all of its rights under this clause, the Executive's entitlement to Salary and other contractual benefits shall continue, subject always to the rules of any relevant scheme or policy relating to such benefits. At all times during any period of notice of termination (whether given by the Company or the Executive) and except as varied by the Company pursuant to the provisions of this clause 4.6(a) to 4.6(d), the Executive shall continue to be bound by the same obligations (including any implied terms, in particular the duty of fidelity) as she owed to the Company prior to the commencement of the notice period.

4.7 The Company may at its sole discretion transfer this Agreement to any Group Company at any time.

4.8 For the purposes of the Data Protection Act 1998, the Executive consents to the Company's processing of personal data, including Sensitive Data, of which the Executive is the subject details of which are specified in the Company's Data Protection Policy.

- 4.9 During the Employment, the Executive shall comply with the Company's anti-corruption and bribery policy and related procedures and, in particular (but without limitation), the Executive shall not be entitled to receive or obtain directly or indirectly any payment, vouchers, gift, discount, rebate or commission in respect of any sale or purchase of goods or services effected or other business transacted (whether or not by the Executive) by or on behalf of the Company or any Group Company (**Gratuities**) and if the Executive (or any firm or company in which the Executive is interested) shall obtain any such Gratuities, the Executive shall account to the Company or the relevant Group Company for the amount received by the Executive (or a due proportion of the amount received by such company or firm having regard to the extent of the Executive's interest in it).
- 4.10 The Executive shall not without the prior written consent of the Board either directly or indirectly publish any opinion fact or material (including on any digital media or social media networking site) or deliver any lecture or address or participate in the making of any film radio broadcast or television transmission or communicate with any representative of the media or any third party in each case relating to any unpublished price sensitive information or any information which is (or may be) in the opinion of the Board acting reasonably and taking into account the circumstances in which the information was provided derogatory or damaging to the business or affairs of the Company or the Group or to any of its or their officers employees customers/clients suppliers distributors agents or shareholders or to the development or exploitation of Intellectual Property. For the purpose of this clause, "media" shall include television (terrestrial satellite and cable) radio newspapers and other journalistic publications.

5 Regulatory and listing authority requirements

- 5.1 The Executive shall comply (and, where applicable, shall procure that any person connected with her shall comply) with all the Company's rules, regulations, policies and procedures from time to time in force including every rule of law, the UK Listing Authority's listing rules (including the Model Code for transactions in securities by directors of listed companies and certain employees and persons connected with them), the Financial Conduct Authority's Code of Market Conduct and every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any Group Company.
- 5.2 The Executive shall without delay notify the company secretary of:
- (a) written particulars of any share transactions relating to the Executive or any person connected to the Executive which are required by law to be notified to the Company; and
 - (b) all relevant information relating to the Executive or any such connected person which the Company is required to notify to the London Stock Exchange or if applicable the UK Listing Authority's listing rules.

6 Remuneration

- 6.1 The Company shall pay to the Executive a salary of £180,000 per annum (**Salary**), on or around the 28th day of each calendar month by credit transfer to her bank account in equal monthly instalments in arrears (or such other sum as may from time to time be agreed). The rate of Salary will be reviewed annually by the Board each year, the first such review to take place in March 2018 with any increase in salary to be effective from 1 April in the year of such review.
- 6.2 The Company may, at its discretion, pay the Executive a bonus of such amount and at such times as may be determined by the Board. In relation the financial year ending 31 March 2018 the maximum bonus that shall be payable to the Executive is a sum equivalent to 75% of the

pro-rated proportion of the Salary payable under clause 6.1 above in relation to the period from the Commencement Date to 31 March 2018. In respect of the financial years ending 31 March 2019 onwards the maximum bonus that shall be payable to the Executive in any financial year of the Company is a sum equivalent to 75% of the Salary payable under clause 6.1 above. The Company has the right to amend, vary, suspend or withdraw any such bonus scheme at any time and if the Company pays the Executive a bonus in any one year, this shall not give rise to a contractual entitlement to a bonus in future years.

- 6.3 The Salary shall be inclusive of any fees to which the Executive may be entitled as a director of the Company or any Group Company and shall be subject to appropriate income tax and other statutory deductions.
- 6.4 The Company shall pay to the Executive a car allowance of £10,000 per annum, subject to income tax and other statutory deductions. The car allowance shall be paid in equal monthly instalments in arrears at the same time as the Salary under clause 6.1 above.
- 6.5 Payment of the Salary, car allowance and bonus (if any) to the Executive shall be made either by the Company or by a Group Company and, if by more than one company, in such proportions as the Board may from time to time think fit.
- 6.6 The Executive shall be eligible to participate in such long term incentive plans as the Company may from time to time invite her to participate in, in each case subject to the relevant scheme rules.
- 6.7 The Company shall be entitled to deduct from any payments due to the Executive under the terms of this Agreement any sum owed by the Executive to the Company or any Group Company.

7 Pension and insurances

- 7.1 The Executive is a member of a personal pension plan (**Pension Plan**). The Executive can opt out of membership of the Pension Plan. If the Executive opts out of the Pension Plan, she may be automatically re-enrolled into another pension scheme at a future date to comply with statutory obligations (and the Company may cease making payments to the Pension Plan).
- 7.2 Subject to clause 7.3, the Company shall pay an amount equal to 13.5 per cent of the Salary to the Pension Plan, (or to an alternative pension plan if the Executive so nominates) such amount to be in addition to the Salary. Payment shall be made in equal monthly instalments at the same time as the Salary. The Company shall have no liability in respect of any refusal by the scheme to accept the payment.
- 7.3 Where the contributions to the Pension Plan (or alternative pension plan) referred to in clause 7.2, will exceed the annual or lifetime allowance, the Company will pay to the Executive a pension allowance (such sum to be paid in equal monthly instalments) as an allowance in lieu of pension benefits (**Pension Allowance**). The Pension Allowance shall be subject to income tax and other statutory deductions. The Pension Allowance shall be an amount equal to 13.5 per cent of the Salary less any sums contributed by the Company (over the same reference period) into the Pension Plan (or alternative pension plan).
- 7.4 It is agreed that the Company accepts no liability for any loss, tax charges or other costs or expenses the Executive may suffer or incur as a result of her membership of the Pension Plan and any decisions she makes to opt out (or back in) at any time, including, but not limited to, any such charges arising out of the loss of any enhanced, fixed or other protections the Executive may have registered at any time with HMRC. If the Executive has any such

protections and has any concerns regarding this, she should raise this with the Company prior to entering into this Agreement. The Company cannot give the Executive any financial advice in relation to any decisions the Executive may take and if the Executive requires advice in relation to her retirement planning at any time, she should seek advice from an independent financial adviser.

7.5 During the Employment the Executive shall be entitled to:

- (a) participate in such medical expenses insurance scheme (such participation to include medical expenses cover in respect of her spouse or civil partner and dependent children) as the Company shall (in its absolute discretion) from time to time maintain for the benefit of the Executive;
- (b) life insurance cover equal to 4 times the Salary,

subject in each case to any eligibility criteria, the insurer accepting the Executive for cover under the relevant policy and at normal rates, the scheme's terms and conditions from time to time in force, and to the Company's right in its absolute discretion to amend, vary or terminate such schemes. In the event that the applicable insurance provider refuses to provide the relevant benefit or payment to the Executive, the Company is not liable to provide a replacement benefit or payment and is not under a duty to commence proceedings against the insurer on behalf of the Executive. The existence of such schemes and/or the provision of any benefits or rights in relation to them is without prejudice to the Company's right in its absolute discretion to terminate the Employment at any time in accordance with clause 3.2, summarily pursuant to clause 14.1 and on three months' notice pursuant to clause 14.2.

8 Expenses

8.1 The Company shall reimburse the Executive in respect of all expenses reasonably incurred by her in the proper performance of her duties, subject to her providing such receipts or other appropriate evidence as the Company may require.

9 Holidays

9.1 The Executive shall be entitled, in addition to all bank and public holidays normally observed in England, to 25 working days' paid holiday in each holiday year (being the period from 1 January to 31 December). The Executive may take her holiday only at such times as are agreed with the Board and shall not, unless otherwise agreed, be permitted to take more than 10 consecutive working days as holiday at any one time. The Executive will be deemed to have taken her entitlement to WTD holiday before any entitlement to WTR holiday and/or non-WTR holiday.

9.2 In the respective holiday years in which the Employment commences or terminates, the Executive's entitlement to holiday shall accrue on a pro rata basis for each completed calendar month of service during the relevant year.

9.3 If, on the termination of the Employment, the Executive has exceeded her accrued holiday entitlement, the value of such excess, calculated by reference to clause 9.2 and the Salary, may be deducted by the Company from any sums due to her. If the Executive has any unused holiday entitlement from the holiday year in which the termination takes effect, the Company shall at its discretion either require the Executive to take such unused holiday during any notice period (including, for the avoidance of doubt, where the Company exercises its rights under clause 4.6), or make a payment to her in lieu of it, calculated in accordance with this clause 9.3.

9.4 Holiday entitlement for one holiday year cannot be taken in subsequent holiday years unless otherwise agreed by the Board. The Executive will forfeit any untaken holiday entitlement in the appropriate holiday year without any right to payment in lieu of it.

9.5 The Company reserves the right, at its discretion, to require the Executive (insofar as permitted by law) to take all or part of any outstanding holiday entitlement during any period of prolonged absence due to illness or incapacity.

10 Sick absence and benefits

10.1 If the Executive is absent from work due to sickness or incapacity, she shall notify the Chairman of her absence and the reason for the absence as soon as possible and keep the Chairman updated as to the likely and actual duration of her absence. The Executive shall certify her absence as required in accordance with the Company's sickness policy.

10.2 The Executive shall from time to time if required:

(a) supply the Company with medical certificates covering any period of sickness or incapacity exceeding seven days (including weekends); and

(b) at the Company's expense, undergo a medical examination by a doctor appointed by the Company.

10.3 Subject to clause 14 (Termination) and the Executive's compliance with the terms of clause 10.1 and clause 10.2, the Company shall continue to pay the Salary for:

Period of Service since 2 January 2013	Contractual sick pay in each calendar year
Up to 1 year's service	20 working days
After 1 full year's service	25 working days
After 2 full years' service	35 working days
After 3 full years' service	45 working days
After 4 full years' service	55 working days

10.4 Payment in respect of any other or further period of absence shall be at the Company's discretion.

10.5 Any payment to the Executive pursuant to clause 10.3 shall be subject to set off by the Company in respect of any Statutory Sick Pay and any Social Security Sickness Benefit or other benefits to which the Executive may be entitled.

10.6 Subject to clause 10.4, when all sick pay entitlement pursuant to clause 10.3 has been exhausted, no further remuneration will be payable by the Company to the Executive until the Executive has returned to active service of the Company.

10.7 If the Executive's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then the Executive shall:

- (a) notify the Company immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it;
- (b) give to the Company such information concerning the above matters as the Company may reasonably require; and
- (c) if the Company so requires, refund to the Company any amount received by her from any such third party provided that the refund shall be no more than the amount which she has recovered in respect of remuneration.

10.8 If the Executive has been absent for a period of 28 consecutive days due to sickness or incapacity, the Company shall have the right, at its absolute discretion, to appoint any other person or persons to act as Chief Financial Officer (or any other position to which the Executive may be assigned from time to time) in the Executive's place on an interim basis.

11 Confidential information and company documents

11.1 The Executive shall neither during the Employment (except in the proper performance of her duties or with the express written consent of the Board) nor at any time (without limit) after the termination of the Employment except in compliance with an order of a competent court:

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for her own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of,

any Confidential Information. These restrictions shall not apply to any information which shall be required to be disclosed by law or information which the Executive is entitled to disclose under section 43A of the ERA (provided that such disclosure is made in the public interest and in an appropriate way to an appropriate person having regard to the provisions of the ERA and clause 4.1(h)) and shall cease to apply to any information which may become available to the public generally otherwise than through any breach by the Executive of the provisions of this Agreement or other default of the Executive.

11.2 In this clause 11, **Confidential Information** means information relating to the business, products, affairs and finances of the Company or of any Group Company for the time being confidential to it or to them and trade secrets (including, without limitation, technical data and know-how) relating to the business of the Company or of any Group Company or of any of its or their suppliers, clients or customers, including in particular (by way of example only and without limitation):

- (a) terms of business with suppliers and prices charged;
- (b) specific contact details and terms of business with customers, their requirements and prices charged;
- (c) business plans, strategies (including pricing strategies) marketing plans and sales forecasts;
- (d) confidential management and financial information, results and forecasts (including draft, provisional and final figures), including dividend information, turnover and stock

levels, profits and profit margins, save to the extent that these are included in published audited accounts;

- (e) any confidential proposals relating to the acquisition or disposal of any part or the whole of a company or business or to any proposed expansion or contraction of activities;
- (f) confidential details of employees, consultants and officers and of the remuneration, fees and other benefits paid to them;
- (g) information relating to research activities, inventions, secret processes, designs, formulae and product lines; or
- (h) any information which is treated as confidential or which the Executive is told or ought reasonably to know is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons .

11.3 The Executive acknowledges that all books, notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer software and hardware, memory sticks or other storage media, discs and tapes, data listings, codes, designs and drawings, equipment, keys, security passes and material whatsoever (including any emails, data or documents produced, maintained and/or stored by the Executive on the Company's or the Executive's computer systems or other electronic equipment) relating to the business of the Company or any Group Company and whether made or created by the Executive or otherwise (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over by the Executive to the Company or to the relevant Group Company on demand (or irretrievably deleted or destroyed at the request of the Company) and in any event on the termination of the Employment and the Executive shall certify that all such property has been handed over on request by the Board.

11.4 The Executive shall facilitate access by the Company's IT team to any laptop or other computer hardware used by the Executive in connection with the Employment to ensure the removal of any property of the Company and/or any Group Company.

11.5 The Executive shall use her best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by any other officer, employee or agent of the Company or any Group Company and shall be under an obligation to report promptly and fully to the Board any such unauthorised use or disclosure which comes to her knowledge.

12 Restrictive covenants

12.1 In this clause 12, unless the context otherwise requires:

Prohibited Area means England and Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and such other jurisdictions in which the Company or any Group Company has a place of business at the Termination Date

Restricted Services means all services which are supplied by the Company or any Group Company as at the Termination Date

12.2 The Executive undertakes that without the prior consent in writing of the Board she will not directly or indirectly whether by herself, her employees or agents and whether on her own behalf or on behalf of any other person or otherwise howsoever, for a period of 6 months from the Termination Date:

- (a) carry on, be employed or otherwise engaged, concerned or interested in any capacity (whether for reward or otherwise) in any business which is or is about to be engaged in the supply of services which are the same as or similar to the Restricted Services in the Prohibited Area;
- (b) solicit, canvass, accept orders from or otherwise deal with any person who was a customer or supplier of the Company or any other Group Company at any time during the 12 months prior to the Termination Date and with whom the Executive had personal dealings in the 12 months prior to the Termination Date;
- (c) solicit, canvass, have discussions with or otherwise deal with any doctor, surgery, practice manager, Primary Care Trust or other healthcare body or person or any other person, firm, company or other organisation which was a supplier, contractor or consultant to the Company or any other Group Company at any time during the 12 months prior to the Termination Date and with whom she had personal dealings during that period so as to harm the goodwill or otherwise damage the business of the Company or any other Group Company;
- (d) solicit or entice away or endeavour to solicit or entice away any director or senior manager with an annual remuneration in excess of £50,000 employed or otherwise engaged by the Company or any other Group Company on the Termination Date, whether or not that person would commit any breach of her contract of employment by reason of leaving the service of the Company or any other Group Company; or
- (e) employ or otherwise engage any person who at the Termination Date or during the period of 12 months prior thereto was employed or otherwise engaged by the Company or any Group Company and who by reason thereof is or is reasonably likely to be in possession of any Confidential Information.

12.3 The Executive undertakes that she will not at any time after the Termination Date directly or indirectly, whether by herself, her employees or agents or otherwise howsoever in the course of carrying on any trade or business, claim, represent or otherwise indicate any present association with the Company or any Group Company or, for the purpose of obtaining or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company or any Group Company.

12.4 The Executive agrees that, having regard to all the circumstances, the restrictions contained in this clause are reasonable and necessary for the protection of the Company or of any Group Company and that they do not bear harshly upon her and the parties agree that:

- (a) each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and
- (b) if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

- 12.5 Nothing in clause 12.1 shall preclude the Executive from holding (directly or through nominees) investments listed on the UK Official List, AIM or any Recognised Investment Exchange as long as she does not hold more than 3 per cent of the issued shares or other securities of any class of any one company.
- 12.6 At no time after the termination of the Employment shall the Executive make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company.
- 12.7 Where the Company exercises its rights under clause 4.6, the period of restriction specified in clause 12.2 above shall be reduced by any period during which the Executive has not been provided with any work.
- 12.8 The Executive shall not, during the Employment, assist or advise or give any information to any person for the purpose of that person doing an act which, if done by the Executive herself, would be in breach of any of the provisions of clause 12.2.
- 12.9 If the Executive applies for or is offered a new employment, appointment or engagement, before entering into any related contract the Executive will bring the terms of clause 12.2 and clause 11 (Confidential information and company documents) to the attention of a third party proposing to directly or indirectly employ, appoint or engage her.
- 12.10 The Executive will at the request and cost of the Company enter into direct undertakings with any of the Company and/or any Group Company which correspond to the restrictions in clause 12.2, or which are less onerous only to the extent necessary (in the opinion of the Company or its legal advisors) to ensure that such undertakings are valid and enforceable.
- 13 Inventions and other intellectual property**
- 13.1 The parties foresee that the Executive may make inventions or create other Intellectual Property in the course of her duties and agree that in this respect the Executive has a special responsibility to further the interests of the Company and any Group Company.
- 13.2 All Work, together with all Intellectual Property subsisting therein, (collectively **Intellectual Property Rights**) shall, upon creation, be disclosed immediately to the Company and shall (subject to sections 39 to 43 Patents Act 1977) vest in and belong to and be the absolute property of the Company or such Group Company as the Company may direct. To the extent that the Intellectual Property Rights do not vest in the Company automatically, the Executive shall hold the Intellectual Property Rights on trust for the benefit of the Company.
- 13.3 To the extent that clause 13.2 is not sufficient to vest the legal and beneficial ownership of the Intellectual Property Rights in the Company or such other Group Company as the Company may direct, the Executive hereby assigns to the Company (or such Group Company as the Company may direct) with full title guarantee and by way of present assignment of future rights, all Intellectual Property Rights that do not vest in the Company (or such Group Company as the Company may direct) by virtue of clause 13.2 absolutely for the full term of those rights.
- 13.4 If and whenever required so to do by the Company the Executive shall at the expense of the Company or such Group Company as the Company may direct:
- (a) provide such assistance as is reasonably required by the Company or such Group Company in applying for patent or other protection or registration in the United Kingdom and in any other part of the world for any Intellectual Property Rights;

- (b) apply or join with the Company or such Group Company in applying for patent or other protection or registration in the United Kingdom and in any other part of the world for any Intellectual Property Rights; and
 - (c) execute all instruments and do all things necessary for vesting all Intellectual Property Rights (including such patent or other protection or registration when so obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole legal and beneficial owner, in the Company or such Group Company or in such other person as the Company may specify.
- 13.5 The Executive irrevocably and unconditionally waives all rights under Chapter IV of Part I Copyright Designs and Patents Act 1988 in connection with her authorship of any existing or future copyright work in the course of the Employment, in whatever part of the world such rights may be enforceable including, without limitation:
- (a) the right conferred by section 77 of that Act to be identified as the author of any such work; and
 - (b) the right conferred by section 80 of that Act not to have any such work subjected to derogatory treatment.
- 13.6 The Executive acknowledges that for the purposes of the Copyright and Rights in Databases Regulations 1997 the Company will be treated as the maker of any database created by the Executive during the Employment.
- 13.7 The Executive irrevocably appoints the Company to be her Attorney in her name and on her behalf to execute any such instrument or do any such thing and generally to use her name for the purpose of giving to the Company the full benefits of this clause. A certificate in writing in favour of any third party signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.
- 13.8 Nothing in this clause 13 shall be construed as restricting the rights of the Executive or the Company under sections 39 to 43 Patents Act 1977.

14 Termination

- 14.1 Notwithstanding any other provisions of this Agreement, in any of the following circumstances the Company may terminate the Employment summarily by serving written notice on the Executive effective immediately. In such event the Executive shall not be entitled to any compensation or payment from the Company except such sums as shall have accrued due at the date of service of such notice. The circumstances are if the Executive:
- (a) commits any serious breach of this Agreement, or is guilty of any gross misconduct, gross incompetence, or any wilful neglect (excluding minor or trivial neglect) in the discharge of her duties;
 - (b) repeats or continues (after warning) any breach of this Agreement;
 - (c) fails (after warning), in the opinion of the Board, to perform her duties to a reasonable standard;
 - (d) is guilty of any fraud, dishonesty or conduct tending to bring herself, the Company or any Group Company into disrepute;

- (e) commits any act of bankruptcy or takes advantage of any statute for the time being in force offering relief for insolvent debtors;
- (f) is convicted of any criminal offence (other than minor offences under road traffic legislation for which a fine or non-custodial penalty is imposed);
- (g) is disqualified from holding office in the Company or in any other company by reason of any order made under the Company Directors Disqualification Act 1986 or any other enactment;
- (h) is admitted to hospital in pursuance of an application for admission for treatment under any legislation relating to mental health;
- (i) resigns as or otherwise ceases to be or becomes prohibited by law from being a director of the Company, otherwise than at the request of the Company; or
- (j) refuses (without reasonable cause) to accept the novation by the Company of this Agreement, or an offer of employment on terms no less favourable to her than the terms of this Agreement, by any company which, as a result of a reorganisation, amalgamation or reconstruction of the Company, acquires or agrees to acquire not less than 90 per cent of the issued equity share capital of the Company (as defined by section 548 Companies Act 2006).

Any delay by the Company in exercising such right of termination shall not constitute a waiver of it.

- 14.2 If at any time the Executive is unable to perform her duties properly because of sickness, incapacity, ill health, accident or otherwise for a period or periods totalling at least 65 working days in any period of 12 calendar months, or becomes incapable by reason of mental disorder of managing and administering her property and affairs, then the Company may, notwithstanding the existence of any health insurance cover provided for the Executive under clause 7.5 above, in its absolute discretion terminate the Employment by giving her not less than three months' written notice to that effect.
- 14.3 If the Company believes that it may be entitled to terminate the Employment, whether pursuant to clause 14.1 or otherwise, or if the Company wishes to investigate any matter concerning the Executive, it shall be entitled (but without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend the Executive on full pay for so long as it may think fit and the Company shall be entitled to appoint any other person or persons to act in the Executive's place on an interim basis during the period of suspension.
- 14.4 On the termination of the Employment or upon or following either party having served notice of termination or upon the Company having exercised its rights under clause 4.6, the Executive shall:
- (a) at the request of the Company resign from office as a director of the Company and all offices held by her in any Group Company and shall transfer to the Company without payment or as the Company may direct any qualifying shares held by her as nominee for the Company provided however that such resignation shall be without prejudice to any claims which the Executive may have against the Company or any Group Company arising out of the termination of the Employment;
 - (b) immediately deliver to the Company all materials within the scope of clause 11.2, any Company car, mobile telephone or other Company equipment in her possession and

all keys, credit cards, and other property of or relating to the business of the Company or of any Group Company which may be in her possession or under her power or control; and

- (c) at the request of the Company repay all outstanding debts or loans due to the Company or any Group Company,

and the Executive irrevocably authorises the Company to appoint any person in her name and on her behalf to sign any documents and do any things necessary or requisite to give effect to her obligations under this clause 14.4.

14.5 If the Executive participates during the Employment in any employee share scheme (ESS), in relation to the Company or the Group, or receives any rights or benefits under such a scheme:

- (a) such participation shall be at the sole discretion of the Company. The Executive has no right under this Agreement, or otherwise, to participate in an ESS, and the making of any ESS award shall not entitle the Executive to any further award or right to participate in any ESS;
- (b) the Executive's rights under or in relation to this Agreement are separate from and shall not be affected by any participation in an ESS and the Executive's participation (if any) shall be subject to the relevant ESS rules from time to time;
- (c) any cessation of any participation in or rights or benefits under an ESS as a result of the termination of the Employment, howsoever occurring and whether lawful or unlawful, shall not form part of any claim for damages or compensation for unfair dismissal, and the Executive's rights and remedies shall be limited to any rights and/or remedies they may have in accordance with the rules and terms of the relevant ESS; and
- (d) the benefits of this clause are given to the Company for itself and as trustee for any Group Company.

15 Disciplinary and grievance procedures

15.1 There are no special or contractual disciplinary procedures or rules which apply to the Executive and any disciplinary matters affecting her will be dealt with by the Board (or a committee thereof or a member of the Board).

15.2 There is no contractual grievance procedure which applies to the Executive. If the Executive has any grievance relating to the Employment, she may apply in writing to the Chairman of the Board, setting out the nature and details of any such grievance.

16 Notices

16.1 Any notice or other document to be given under this Agreement shall be in writing and may be given personally to the Executive or to the company secretary (as the case may be) or may be sent by first class post or other fast postal service or by fax or email to, in the case of the Company, its registered office for the time being and in the case of the Executive either to her address shown on the face of this Agreement or to her last known place of residence.

16.2 Any such notice shall (unless the contrary is proved) be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours. In the case of first class post, this shall be deemed to be no later than two

working days after posting. In proving such service it shall be sufficient to prove, where appropriate, that the notice was addressed properly and posted, or that the fax was despatched.

17 Entire agreement

This Agreement contains the entire understanding between the parties and supersedes and extinguishes all (if any) subsisting agreements, drafts, arrangements and understandings (written or oral, express or implied) relating to the employment of the Executive. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into this Agreement. Any such agreements, drafts, arrangements and understandings shall be deemed to have been terminated by mutual consent as from the date of this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause 17 will exclude or limit any liability for fraud.

18 Third party rights

The benefit of each agreement and obligation of the Executive under clauses 11 (Confidential information and company documents) and 12 (Restrictive covenants) of this Agreement may be assigned to and enforced by the Company, any Group Company and/or all successors and assigns for the time being of the Company and any Group Company and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement. Save as provided for in this clause 18, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

19 Ongoing effect of this Agreement

The expiration or termination of this Agreement shall not prejudice any claim which either party may have against the other in respect of any pre-existing breach of or contravention of or non-compliance with any provision of this Agreement nor shall it prejudice the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to or has the effect of coming into or continuing in force on or after such expiration or termination.

20 Choice of law and submission to jurisdiction

20.1 This Agreement shall be governed by and interpreted in accordance with English law.

20.2 The parties submit to the exclusive jurisdiction of the English courts but this Agreement may be enforced by the Company in any court of competent jurisdiction.

Executed as a deed by the Company
acting by two directors or by a director and its
secretary

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Director

Director/Secretary

Executed as a deed by the Executive
in the presence of

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Signature of witness

Name

Address

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