

## TERMS AND CONDITIONS OF EMPLOYMENT

### BETWEEN

**D.Med Healthcare UK Ltd**, a company limited by shares with registered office at 25 Barnes Wallis Road, Segensworth, Fareham, Hampshire, PO15 5TT ( "the Company" )

### AND

**Oghenero Estella Godwin**, 159 Lower Bryan Street, Flat 27, Trafalgar House, ST1 5AT Stoke-on-Trent, UK ("you")

This Agreement contains details of your terms and conditions of employment with the Company and supersedes all previous Agreements with the Company (whether oral or in writing) in relation to all matters relating to your employment and incorporates the information required under section 1 of the Employment Rights Act 1996 ("Act").

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### 1. JOB TITLE AND DUTIES

- 1.1. You are employed as a **"Digital Marketing Manager"** with effect from **May 1<sup>st</sup>, 2024**.
- 1.2. Your normal duties are as set out in the Job Profile as agreed with the Company Director.
- 1.3. In addition to your normal duties you may be required to undertake additional duties in keeping with your status from time to time.
- 1.4. The Company reserves the right to vary your job description from time to time in line with reasonable business requirements.
- 1.5. While employed by the Company you must:
  - a) Devote the whole of your time, attention and abilities to the business of the Company and carry out your duties with due care and attention;
  - b) Not, without the Company's prior written consent, whether paid or unpaid, be in any way directly or indirectly engaged or concerned with any other business or employment whether during or outside your hours of work for the Company;

- c) Use your best efforts to promote and protect the interests of the Company and observe the utmost good faith towards the Company; and
- d) Comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Company's clients may require you to observe whilst working on their premises.

## 2. COMMENCEMENT OF EMPLOYMENT

- 2.1. Your period of continuous employment with the Company commences on **May 1<sup>st</sup>, 2024**.
- 2.2. Your employment is not continuous with any previous employment.
- 2.3. Your employment is subject to a 3-month probationary period. The Company may, at its discretion, extend the probationary period for up to a further 6 months. During this time your employment may be terminated by either party giving to the other 1 month's written notice of termination.

## 3. REMUNERATION

- 3.1. Your basic gross salary is **£ 30,000** per annum for working 5 days per week ("Basic Salary") payable subject to statutory deductions in equal monthly instalments on or around the last day of each month into your nominated bank account.
- 3.2. Your Basic Salary will be reviewed at regular intervals. You are not entitled to receive a salary increase at each or any salary review and an increase of salary in any one year shall not be deemed to set a precedent for future years.
- 3.3. For the purposes of section 13 of the Act, you agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation:
  - a) pension contributions (if any);
  - b) any overpayments of salary or expenses;
  - c) any loans or advances made by the Company to you;
  - d) payments made by mistake or as a result of any misrepresentation;
  - e) any debts, including monies outstanding at the end of your employment;
  - f) excess annual leave as per Clause 10.5;

- g) the cost of repairing any damage to, or loss of, the Company's property caused by you;
- h) any fees, costs, awards or expenses incurred by the Company as a result of breach/es by you of its Rules or Policies.

#### 4. EXPENSES

You will be reimbursed for any expenses up to a maximum amount properly incurred in connection with your duties on condition that you provide the Company with such receipts, vouchers or other evidence of payment of expenses as the Company may reasonably require.

#### 5. NORMAL HOURS OF WORK

- 5.1. Your normal working hours will be 40 (forty) hours per week. In addition to this you agree to work such reasonable additional hours as may be necessary for the proper performance of your duties. Working time is distributed into 5 (five) working days from Monday to Friday.
- 5.2. You may from time to time be required to work additional hours in order to properly perform your duties and/or allow the Company to meet its obligations to its clients. You are not entitled to additional remuneration for hours worked in excess of your normal working hours.
- 5.3. In signing this Agreement and subject to your ongoing agreement, you agree that you may work hours which exceed the maximum average weekly working time limit of 48 hours imposed by Working Time Regulations 1998. You may terminate this agreement by giving the Company 3 months' written notice.

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#### 6. PLACE OF WORK

- 6.1. Your normal place of work will be your home address from time to time, which is **159 Lower Bryan Street, Flat 27, Trafalgar House, ST1 5AT Stoke-on-Trent, UK**, but the Company may change your normal place of work by giving you at least one month's notice of any permanent change to your normal place of work.

D.Med Healthcare UK Ltd.  
25 Barnes Wallis Road | Segensworth | Fareham | Hampshire PO15 5TT, United Kingdom

- 6.2. You will as part of your duties be required to work at any of the Company's premises or at the premises of its customers, clients, suppliers or associates within the United Kingdom and in other countries from time to time.
- 6.3. You will not be required to be work outside the United Kingdom for any period exceeding 1 month at any one time.

## 7. NOTICE

- 7.1. After satisfactory completion of the probationary period the length of prior written notice that either party must give the other party in order to terminate your employment is 2 months.
- 7.2. The Company reserves the right in its absolute discretion to pay in lieu of notice for all or part of any period of notice. For this purpose, pay in lieu of notice will be a sum equal to your Basic Salary only. For the avoidance of doubt, the Company's discretionary right to make a payment in lieu of notice does not give you an entitlement to receive such a payment in lieu of notice.
- 7.3. The Company may, at its absolute discretion, require you to not attend work and/or not to undertake some or all of your duties during any period of notice (whether given by the Company or you), provided always that the Company shall continue to pay your Basic Salary and contractual benefits. For the avoidance of doubt, there is no obligation on the Company to provide you with any work during any period of notice and you may not work on your own account or for any other person, firm or company during such period.

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## 8. TERMINATION

The Company shall be entitled to, but not bound, to terminate your employment with immediate effect without notice and with no liability to make further payment to you (other than the amounts accrued at the date of termination) if you are guilty of any gross misconduct or other repudiatory breach of this Agreement or if your actions have or could bring the Company or any Group Company into disrepute.

## 9. RETIREMENT

- 9.1. The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age.

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Fareham  
Hampshire PO15 5TT  
United Kingdom  
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Chief Executive Officer: Sven-Axel Krentorz  
Company Registration Number: 10294032  
VAT Number: 291 4334 05

HSBC Bank  
IBAN GBP: GB03MIDL40421843923061  
BIC: MIDLGB22

IBAN EUR: GB79HBUK40127681939348  
BIC: HBUKGB4B

- 9.2. You may choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

## 10. HOLIDAYS AND HOLIDAY PAY

- 10.1. In addition to normal English public holidays, you are entitled to 25 days' paid annual leave in each annual leave year.
- 10.2. The Company's annual leave year runs from 1st January to 31st December.
- 10.3. If your employment begins or ends part way through the annual leave year your entitlement for that year will be accrue on a pro rata basis.
- 10.4. On termination of your employment you will be entitled to pay in lieu of any annual leave which you have accrued but which you have not taken. The Company may require you to take unused annual leave during your notice period and any public holiday that falls within your notice period shall be an annual leave day.
- 10.5. If on the termination of your employment, you have taken annual leave in excess of your accrued entitlement you will be required to repay to the Company a sum commensurate with pay in respect of those days or the Company shall be entitled to deduct the appropriate amount from any payments due to you.
- 10.6. Annual leave may only be taken at times agreed by the Company and at least twice as much notice as the period of leaving being requested must be given when making a request to take annual leave. Requests for annual leave must be submitted to your manager. No holiday booking arrangements should be made prior to receiving approval of a request to take annual leave.
- 10.7. All annual leave must be taken in the annual leave year in which it accrues and cannot be carried over to the next holiday year without the prior written consent of the Company.

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## 11. SICKNESS OR OTHER ABSENCE

- 11.1. If you are absent from your work for any reason and your absence has not previously been authorised by the Company you must inform your manager by 9 a.m. on your first day of absence.

- 11.2. In respect of absence due to sickness, injury or accident you must self-certify absences of less than 7 days by providing your manager with the following details in writing upon your return to work:
- a) First date of ill health;
  - b) Nature of illness;
  - c) Whether or not you believe the cause of ill health to be work related; and
  - d) Final day of ill health.
- 11.3. In respect of absence due to sickness, injury or accident that continue for more than seven consecutive days you must provide the Company with a medical certificate from your doctor or other suitable health professional stating the reason for the absence. Thereafter medical certificates must be provided to the Company to cover the remainder of the period of absence.
- 11.4. Failure to follow the requirements in 11.2 and 11.3 may result in disciplinary action and / or loss of Statutory Sick Pay ("SSP") and any discretionary Company sick pay that may otherwise have been paid.
- 11.5. If you are absent from work due to sickness, injury or accident and comply with the requirements in this Clause 11 you will be paid SSP. The "qualifying days" for SSP purposes are Monday to Friday inclusive.
- 11.6. Payment of company sick pay may be made at the Company's absolute and unfettered discretion at a rate to be determined by the Company. If discretion to pay company sick pay is exercised such pay shall include SSP.
- 11.7. In the event of long term or repeated absence, the Company reserves the right to require you to undergo a medical examination conducted by a doctor nominated by the Company, at the Company's expense and you hereby agree to consent to any referral that is necessary for this purpose and to consent to the release of any resulting medical report to the Company without undue delay.
- 11.8. If the sickness, injury or accident is caused by the act or omission of a third party, you must, at the Company's request, include in any claim for damages against such third party a claim in respect of any monies paid by the Company under Clause 11.6 and agree to refund to the Company any damages recovered under that head of loss within 14 days of receiving cleared funds in relation to the same.

## 12. PENSION

- 12.1. For all qualifying employees the automatic enrolment date is deferred to three months after the date of commencement of employment. On the deferred date you will be automatically enrolled if you qualify as an eligible jobholder. In the meantime you have the right to opt into or join the auto enrolment pension scheme subject to eligibility and can do so by giving us a signed, written notice.
- 12.2. Subject to Clause 12.1 you will join the Company's stakeholder pension scheme ("Scheme") (or such other registered pension scheme as may be set up by the Company to replace the Scheme) subject to satisfying certain eligibility criteria and subject to the rules of the Scheme as may be amended from time to time. You will be given the option to opt out of the Scheme if you so wish.
- 12.3. If you remain in the Scheme, the Company shall contribute an amount equal to 3% of your annual salary to the Scheme during each year of your employment with the Company. The Company's contributions to the Scheme shall be payable in equal monthly instalments in arrears and shall be subject to the rules of the Scheme and the tax reliefs and exemptions available from HM Revenues & Customs, as amended from time to time.
- 12.4. You must make contributions to the Scheme of at least 5% of your qualifying earnings and may make additional contributions if you so wish.

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## 13. CONFIDENTIALITY

- 13.1. You must not (except in the proper performance of your duties) while employed by the Company or at any time (without limit) after the date on which your employment with the Company terminates:
  - a) Use any trade secrets or confidential information relating to the Company or any Group Company or any of its clients for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
  - b) through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or confidential information relating to the Company or any Group Company or any of its clients.

13.2. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through default by you.

## 14. DATA PROTECTION

- 14.1. The Company will process your data in compliance with all applicable data protection legislation. When another legal basis for processing does not apply and the Company has a requirement for an item of personal data, the Company will seek your consent to data processing. You will be under no obligation to provide consent.
- 14.2. You must notify the Company without delay of any change to the following types of personal data:
- a) Your legal name;
  - b) Your address, personal email or personal phone number/s;
  - c) Details of your bank account for transfers of payments related to your employment;
  - d) Your right to reside and/or work in the UK.
- 14.3. You agree that you will comply with all of the Company's data protection rules, processes and policies when handling personal data in the course of your employment, including but not limited to personal data relating to any customer, client, employee, supplier or agent of the Company.
- 14.4. You must keep all personal data items strictly confidential and make no disclosure whatsoever to any third party save as may be specifically provided for in a company policy or with the express agreement of your line manager.

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## 15. NON-COMPETITION

- 15.1. In the course of your employment you will be exposed to confidential information and will acquire other proprietary knowledge relating to the Company's and Group Companies' current and planned operations. Therefore, subject to the terms of Clause 15.2, you will not during the period of your employment with the Company and for a period of six months after



the termination of your employment, either directly, or indirectly, on your own behalf or through any other person, firm or other organisation:

- a) In competition with the Company, solicit, entice or induce any person, firm or other organisation which at any time during the last year of your employment with the Company was a supplier of the Company or a Group Company (and with whom you were actively involved during that time) and you will not approach any supplier for that purpose or authorise or approve the taking of such actions by any other person;
- b) Solicit business which is of the same or similar nature as the business with which you were involved during the last year of your employment with the Company (such business referred to as the "Business") from any person, firm or other organisation which at any time during the last year of your employment with the Company was a customer or client of the Company or a Group Company (and with whom you were actively involved during that time) and you will not approach any client or customer for that purpose or authorise or approve the taking of such actions by any other person. For the purposes of this restriction, the expression customer or client shall include all persons from whom the Company or Group Company has received inquiries for the provision of goods or services where such inquiries have not been concluded;
- c) Employ or engage or otherwise solicit, entice or induce any senior employee of the Company or Group Company to cease working for or providing services to the Company or any Group Company or to become employed or engaged by you or any other person, firm or other organisation and you will not approach any such employee for such purpose or authorise or approve the taking of such actions by any other person; and
- d) At any time after termination, represent yourself as connected with the Company in any capacity.

15.2. The restrictions contained in Clauses 15.1 a) and b) will not apply if;

- a) You have received the prior written consent of the Company to your activities; or
- b) You will not be in competition with the Business in carrying out those activities.

- 15.3. If the Company suspends any of your duties under Clause 7.3 during any period after notice of termination has been given by the Company or you, the aggregate of the period of suspension and the period after the end of your employment with the Company during which the restrictions in this Clause 15 shall not exceed 6 months and, if the aggregated of the two periods exceeds 6 months, the period after the end of your employment during which the restrictions shall apply shall be reduced accordingly.
- 15.4. The restrictions in this Clause 15 (on which you acknowledge that you have had the opportunity to take independent legal advice) are separate and severable restrictions and are agreed by both you and the Company to be reasonable in all the circumstances. It is agreed that if any such restrictions by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interest of the Company but would be adjudged reasonable if part or parts of the wording were deleted or the length or the geographical coverage of the restrictions reduced, the relevant restriction or restrictions shall apply with such deletion(s) or reduction(s) as may be necessary to make it or them valid and effective.

## 16. COMPANY AND CLIENT PROPERTY

- 16.1. You shall be provided with a laptop to assist you in carrying out your duties in the appropriate manner. You shall return this property to the Company on the termination of this Agreement or when requested to by the Company.
- 16.2. All equipment including without limitation: computer equipment, notes, memoranda, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made of created by you or otherwise and in whatever medium or format) relating to the business of the Company or Group Company or any clients of the Company or any Group Company (and any copies of the same) shall:
- a) Be and remain the property of the Company or any Group Company or the relevant client; and
  - b) Be handed over by you to the Company on demand and in any event on the termination of your employment.

16.3. You must irretrievably delete all and any copies of Company or Group Company owned information or data by the date of termination of your employment.

## 17. DISCIPLINARY, DISMISSAL AND GRIEVANCE PROCEDURES

- 17.1. You are subject to the Company's disciplinary and grievance procedures, copies of which are available from the HR Manager. These procedures do not form part of your contract of employment and may be amended from time to time by the Company.
- 17.2. If you wish to appeal against a disciplinary sanction, you may apply in writing to the Company Director or the HR Manager in accordance with the Company's disciplinary procedure.
- 17.3. If you wish to raise a grievance relating to your employment you may apply in writing to the Company Director or the HR Manager in accordance with the Company's grievance procedure.

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## 18. COLLECTIVE AGREEMENTS

There are no collective agreements applicable to you or which affect your terms of employment.

## 19. CHANGES TO TERMS OF EMPLOYMENT

- 19.1. The Company reserves the right to make reasonable changes to your terms and conditions of employment from time to time.
- 19.2. You will be given not less than one month's written notice of any significant changes that may be given by way of an individual notice. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period in this Clause 19.2.

## 20. ENTIRE AGREEMENT

20.1. The contractual terms in this Agreement shall be in substitution for all or any existing contracts of employment entered into between you and the Company and / or representations or agreements made orally or in writing,

which cease to have effect on the date upon which you commence work under this Agreement.

- 20.2. This Agreement sets out the entire agreement between the parties and supersedes all previous discussions between the parties and all statements, representations, terms and conditions, warranties, guarantees and proposals whether oral or in writing.

## 21. WORK PERMITS

- 21.1. You confirm that you are legally entitled to work in the United Kingdom without holding a work permit. Should it be discovered that you do not have permission to live and work in the United Kingdom or if any such permission is revoked, the Company reserves the right to terminate your employment forthwith without notice or pay in lieu of notice and without referring to the warning stages of the Company's disciplinary procedure.
- 21.2. You must inform the Company without delay if you are no longer entitled to live and / or work in the United Kingdom and if you become aware of any circumstances that will result in cessation of any such entitlement.

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## 22. MISCELLANEOUS

- 22.1. Any notice given under this Agreement shall be delivered personally or be sent by first class prepaid recorded delivery or registered post or by facsimile transmission, in the Company's case, to the Company's registered office or, in your case, to your last known address as appropriate. Any such notice shall be deemed to have been received:
- 22.2. if delivered personally at the time of delivery; or
- 22.3. In the case of pre-paid recorded delivery or registered post 48 hours from the date of posting.
- 22.4. This Agreement shall be governed and construed under the laws of England and Wales and each of the parties agrees to submit to the exclusive jurisdiction of the English Courts and Tribunals to settle any disputes which may arise out of or in connection with this Agreement.
- 22.5. Reference to "any Group Company" in this Agreement means any entity covered by the definition in section 1159 Companies Act 2006.

## 23. WARRANTY

You warrant to the Company that by virtue of entering into this Agreement, you will not breach any express or implied obligation to any third party including any post termination restrictions.

## 24. CONTRACTS OF RIGHTS OF THIRD PARTIES

- 24.1. The Company and you agree that section 1(1) of the Contracts (Rights of third Parties) Act 1999 ("Third Parties Act") shall apply to this Agreement in so far as a Group Company may enforce such terms that are capable of being enforced by a third party even if such Group Company is not party to this Agreement.
- 24.2. In accordance with section 2(3)(a) of the Third Parties Act, the whole or any part of this Agreement can be rescinded or varied by agreement between the Company and you without the consent of any Group Company.

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Executed by D.Med Healthcare UK Ltd. acting by Sven-Axel Krentorz, a director, in the presence of:

..... Signature of Director

..... Date

..... Signature of Witness

..... Date

NAME OF WITNESS: .....

ADDRESS OF WITNESS: .....

OCCUPATION OF WITNESS: .....

D.Med Healthcare UK Ltd.  
25 Barnes Wallis Road | Segensworth | Fareham | Hampshire PO15 5TT, United Kingdom

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*I acknowledge that I have received a duplicate copy of this notice, have read and understood the same and agree to be bound by all the contractual terms contained in it.*

Signed as a deed by Oghenero Estella Godwin the presence of:

..... Signature of Employee

..... Date

..... Signature of Witness

..... Date

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NAME OF WITNESS: .....

ADDRESS OF WITNESS: .....

OCCUPATION OF WITNESS: .....