**ACCESS Health International, Inc.**

**Terms and Conditions of Employment**

The following outlines the terms and conditions of employment with **ACCESS Health International, Inc.** The Company reserves the right to change these terms and conditions as necessary, with due notice.

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| **Title** | **Communications Specialist/Writer** |
| **Initial Reporting Relationship** | **Director of Communications, ACCESS Health International** |
| **Salary** | USD 67,500 per annum in the potential USD 2500 bonus after six months, based on performance. Health Insurance will be reimbursable to a maximum of USD 600 per month subject to submission of Insurance premium receipts. |
| **Status** | **Full-time.** |
| **Start Date** | **08/02/2021** |
| **End Date** | **07/02/2022** |
| **Hours of Work** | The company’s core hours of operation are Monday to Friday from **7:45 AM** to **1:45 PM** with a lunch break not exceeding 30 minutes. Employees are expected to work a minimum of **40** hours per week. |
| **Taxes** | The Company shall be liable to deduct and remit tax to the appropriate government agency on behalf of the EMPLOYEE. The Company shall not be responsible for the withholding or payment of any taxes liable to be paid by the EMPLOYEE other than taxes that are to be deducted under the applicable laws of USA from the EMPLOYEE’s salary. |
| **Payroll Schedule** | Your salary will be paid to you on 15Days Pay cycle through Paychex |
| **Vacation** | You will be entitled to Leaves as per HR Policy of Company. |
| **Expenses** | All expense shall be reimbursed by the Company to the Employee on actual basis if incurred in accordance with the expense policy of the company. |
| **Benefits** | You shall be entitled to participate in all benefit plans of **Company** as may be made available to employees of **Company** from time to time for whom you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place once you meet the eligibility criteria. |
| **Travel** | As per the requirements of your position, you will be expected to travel as per need of job. |
| **Probationary Period** | To assess your fit within **Company**, the first three (3) months of your employment will constitute a probationary period. At any time during this probationary period, **Company** may terminate your employment without cause and without advance notice or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise. |
| **Policies and Standards** | **Company** has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of **Company** and that these policies do not form a part of this Agreement. It is agreed that if **Company** introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. |
| **Confidentiality and Intellectual Property** | Our offer of employment is conditional upon you agreeing to and abiding by the “Confidentiality and Proprietary Information Agreement.” Attached Schedule “C.” |
| **Non Solicitation** | You hereby agree that, while you are employed by **Company** and for one (1) year following the termination of your employment with **Compan**y, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any **Company** employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of **Company** in a manner that conflicts with or interferes in the business of **Company** as conducted with such customer or supplier. |
| **Representation** | You hereby represent and warrant to **Company** that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining **Company**, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party. |
| **Changes to Duties and/or Compensation** | If your duties or compensation should change during the course of your employment with Company, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect. |
| **Transfer** | The employer shall be entitled to transfer/ utilize your services to/in any of its associate, subsidiary, parent or group entity in USA. |
| **Resignation** | Should you wish to resign your employment with **Company**, you will be required to provide **1 month** written notice to enable us transition your work. |
| **Termination** | The Company may terminate this Agreement at any time by issuing a written notice to the EMPLOYEE if the EMPLOYEE is convicted of or pleads guilty to any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance of his responsibilities hereunder, or materially breaches provisions of this Agreement.  Except as provided hereinabove above, either party may terminate this Agreement by giving to the other one month’s prior written notice or by giving one month’s salary in lieu of written notice.  Without prejudice to and notwithstanding the above, this Agreement may be terminated immediately by the Company without prior written notice if, at any time, in the opinion of the Company (which shall be final and binding upon you):  (i) You commit any serious or repeated or continual breach of any of your obligations under this Agreement or as set out in the policies and procedures of the Company; or  (ii) You are guilty of any serious misconduct or serious neglect in the discharge of your duties under this Agreement or commit fraud on Company; or  (iii) By your actions or omissions, you bring disrepute to the Company or the Foundation or prejudice the interests of the Company or its operations.  In the event of termination, the Company shall not be obliged to make any further payment to you beyond the amount of any accrued salary. The Company shall be entitled to deduct from such amount any sums owing to it from you to which deduction you expressly hereby consent and authorize.  Upon the termination or expiry or cessation of your employment with the Company for whatsoever cause, you shall immediately deliver up to the Company or its authorized representative any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, the laptop, computer, minutes, memoranda, correspondence, notes, records, reports, plans, letter heads, visiting cards or other documents and any copies or reproduction thereof in any medium whatsoever, and all other Confidential Information whether or not the property was originally supplied to you by the Company. |
| **Signature** | This Agreement may be executed in Counterparts. Facsimile signatures are binding and are considered to be original signatures. |
| **Waiver** | Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver or a waiver of any other provision. |
| **Assignment** | The EMPLOYEE may not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Company. |
| **Modification or Amendment** | No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. |
| **Severability** | Should any provision of this Agreement be deemed illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain enforceable in accordance with their terms. |
| **Merger** | This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity. |
| **Attorneys’ Fees** | In the event either party brings an action against the other (including without limitation an arbitration) or otherwise to enforce the terms, covenants and conditions of this Agreement, or to defend an action brought by the other party, the prevailing party in such action shall be reimbursed by the other party for such costs as may be incurred in such action, including any appeal therefrom, including reasonable attorneys’ fees, court costs and expert witness fees. |
| **Notices** | Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if: (a) sent by facsimile, (b) personally served, (c) sent by common carrier (e.g., Federal Express), or (d) if deposited in the mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally or via facsimile transmission, notice shall be deemed made at the time of such personal service or receipt of the facsimile. If such notice, demand or other communication is given by common carrier, such notice shall be deemed to be made at the time of delivery or attempted delivery. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five business days after deposit thereof in the mail addressed to the party to whom such notice, demand or other communication is to be given as follows:   |  |  | | --- | --- | | If to the EMPLOYEE : | Courtney Biggs  266 Washington Ave, Apt D7, Brooklyn, NY 11205  Phone: (929) 326-2723  Email: [courtneybiggs9@gmail.com](mailto:courtneybiggs9@gmail.com) | | If to the Company; | ACCESS Health International, Inc.  1016 Fifth Avenue, Suite 11A/C New York, New York 10028  United States  Attn: William A. Haseltine  Phone: +1 (212)644-1935  +1 (240)899-4324  Email:[william.haseltine@accessh.org](mailto:william.haseltine@accessh.org) |   Any party hereto may change its address or fax number for purposes of this paragraph by written notice given in the manner provided above. |
| **Counterparts** | This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. |
| **Scope and Nature of this Agreement** | This Agreement constitutes the entire agreement between the parties, and there are no conditions, understandings, agreements, or representations between the parties except as expressed herein. All matters related to this Agreement are strictly confidential and shall not be disclosed to anybody without the written permission of the Company and any disclosure of contents of this Agreement shall be construed as misconduct. |
| **Choice of Law** | This Agreement shall be subject to and governed by the laws of USA and shall be subject to the exclusive jurisdiction of the competent courts in New York, USA alone. |
| **Indemnification** | The EMPLOYEE agrees to defend, indemnify, and hold the Company harmless from any and all liabilities, losses, costs, damages, penalties and any other expenses including attorneys’ fees arising directly or indirectly, either from the ’s acts or omissions or the EMPLOYEE’s breach of any obligation imposed or sought to be imposed by or according to this Agreement. The Company will not be liable to the EMPLOYEE, or to anyone who may claim any right due to a relationship with the EMPLOYEE, for any acts or omissions by the EMPLOYEE in the performance of this Agreement or on the part of the EMPLOYEE or agents of the EMPLOYEE. The EMPLOYEE will indemnify and hold the Company free and harmless from any liability, obligation, cost, claim, judgment, attorneys’ fees, and attachments arising from, growing out of, or in any way connected with the services rendered to the Company under the terms of this Agreement. |
| **Legal Advice** | If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing. |
| **Arbitration** | Any dispute arising under this Agreement or any matter incidental thereto, shall be submitted for arbitration to an advocate who shall be appointed by the employer. The decision of the advocate shall be final and binding to employer and employee. |

**Schedule B**

**Job Description**

**Title:** Communications Specialist/Writer

**Location:** New York

**Reporting to:** Director of Communications, ACCESS Health International

**Scope of Work**

*In your role as* Communications Specialist/Writer*, you will work* closely with the Director of Communications and the Chair and President of ACCESS Health to promote the work of the organization and help fulfill its overall vision to ensure that all people, no matter where they live, no matter what their age, have access to high quality and affordable healthcare and to lead healthy and productive lives.

As part of the role you may be asked, among other things, to:

Write opinion pieces, articles and blogs for external publication;

Edit ACCESS Health reports, articles, newsletter items, and interviews with experts;

Edit and draft chapters of ACCESS Health books and key reports;

Develop posts for ACCESS Health social media accounts, including Facebook, Twitter, and LinkedIn;

Other communications support, as needed.

**Schedule C**

**Employee Covenants**

**Confidentiality and Proprietary Information Agreement**

In consideration of employment as an employee with **ACCESS HEALTH INTERNATIONAL, INC.** (the “**Company**”), the undersigned (the “**Participant**”) agrees and covenants as follows:

1. Employment with the Company as an employee (the “**Engagement**”), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
3. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:
4. is or becomes public other than through a breach of this Agreement;

(ii) Is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or

1. is required to be disclosed by law, whether under an order of a

Court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

1. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company’s premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
2. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company’s ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
3. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
4. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company’s customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
5. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
6. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant’s breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.

**IN WITNESS WHEREOF** the Company has caused this Agreement to be executed as of the 8th day of February, 2021.

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| **Name:** | **Courtney Biggs** | **Name:** | **William Alan Haseltine** |
| **Title:** | **EMPLOYEE**  **ACCESS Health International, Inc.** | **Title:** | **Chair and President**  **ACCESS Health International, Inc.** |
| **Date:** | **2021-02-08** | **Date:** | **2021-02-08** |