

**Michael Davies appointed as new CEO to Turbocharge Growth as Healthcare Sector
rapidly moves towards Digitisation**

Global Health Limited (ASX: GLH) (“Global Health” or “Company”) is pleased to announce the appointment of Mr Michael Davies as Chief Executive Officer, to lead the Company through the next chapter in its 30-year history of providing software solutions to the Australian healthcare market.

Mr Davies joins Global Health with an extensive background leading technology adoption, driving sales and go-to-market strategies in the public and private sectors. He has over 20 years of experience across leading organisations including Telstra, Optus and most recently as Head of Revenue at Macquarie Telecom.

Mr Davies will join Global Health as CEO on 1 July 2021. His appointment comes as Global Health is poised for growth following significant investment in its SaaS products (MasterCare+, HotHealth, ReferralNet and Lifecard) over the past two years. His sales experience and leadership will be vital as the Company focuses on revenue growth, delivering exceptional customer engagement and customer success, and raising its profile with enterprise buyers across the healthcare sector.

Current Managing Director and CEO, Mathew Cherian, who founded the Company, will remain with Global Health in the new role of Executive Director. In his new role, Mr Cherian will focus on ensuring a smooth transition for Mr Davies, and leading Global Health’s strategic focus and expansion into new markets. Both Mr Davies and Mr Cherian will report to the Board. Mr Davies, as CEO will have full accountability for the performance and growth of the existing business, while Mr Cherian will focus on expansion into new markets, including the Asia-Pacific Region and, potentially mergers and acquisitions.

This transition is the culmination of the Board’s plan for CEO succession, which has been in train for two years. Chairman Steven Pynt said:

“This is an exciting new phase in the growth of the Company. The Board has been working on CEO succession for two years, but our plans were delayed by the COVID-19 pandemic. We are delighted to secure a CEO of Michael’s calibre and experience to lead the Company through its next growth and expansion phase. At the same time, his appointment will free up Mathew, the founder and major shareholder, to pursue other opportunities in Australia and internationally. The Board is very appreciative of the superlative job that Mathew has done to date in building Global Health, and we look forward to his ongoing involvement in a new capacity.”

Mr Michael Davies said:

“I am both thrilled and excited to have the opportunity to lead Global Health, a Company that is challenging the status quo and making a difference for the patient journey. Modern patient care requires patient information and communication to happen seamlessly between many different care givers and specialists. I am excited to be able to lead a Company focused on achieving this, and creating a better patient journey and improved efficiency for providers. By making the patient the centre of our mission, Global Health has developed software solutions that allow quality outcomes as patients move between different care providers.

The medical and aged care sectors face real challenges with complex compliance needs and increasing pressure on costs whilst delivering exceptional patient outcomes. I have been impressed by the way Global Health addresses patient outcomes with a focus on reducing cost and improving compliance for care providers. By providing a holistic solution, with the patient journey at the core, Global Health allows care providers to efficiently deliver services and patients and guardians to engage in their own medical journey.”

Mr Mathew Cherian said:

“We see the appointment of Mr Michael Davies as a critical part of accelerating the uptake of our solutions in the Australian healthcare industry, especially in Mental and Community

Health settings where there are immediate benefits of using our software. I am delighted Michael has chosen to join Global Health at this pivotal time for the Company and look forward to supporting him as he leads the Company through the next exciting phase of our growth.”

Mr Davies will lead Global Health’s leadership team, reporting to the Board, which consists of Steven Pynt, Mathew Cherian, Grant Smith and Robert Knowles. Mr Davies’ remuneration and terms of employment are set out in his Contract of Employment, which is attached.

Mr Cherian’s remuneration is unchanged. His new Contract of Employment is also attached.

– ENDS –

<https://www.global-health.com/media-centre/>

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About Global Health Limited

Global Health (ASX: GLH) is a leading provider of Digital Health solutions to the Australasian Healthcare Industry. Innovation, consumer-centricity and connectivity are the foundations of the Company’s vision of ‘Connecting Clinicians and Consumers.’

Global Health helps streamline the delivery of healthcare services and provide better health outcomes across various health sectors, including acute and community settings.

Global Health offers a range of solutions to help health businesses be more efficient and deliver excellent patient care. These include: electronic medical records, patient administration systems, practice management systems, clinical records, secure message exchange, patient engagement platforms and consumer health records.

Find out more about Global Health Solution’s at www.global-health.com or visit any of the product websites.

Employment Agreement

Global Health Limited (ACN: 091 377 892)

and

Michael Davies

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Date:

Parties

Global Health Limited (**Employer**)

Michael Davies (**Employee**)

Background

- A. The Employer carries on the business of developing, marketing and supporting application software for the healthcare industry.
- B. The Employer wishes to employ the Employee in the position of Chief Executive Officer.
- C. The parties have agreed that the Employee will be employed by the Employer on the terms set out in this Agreement.

It is agreed

1. Definitions

In this Agreement, except to the extent the context otherwise requires:

'Agreement' means this Employment Agreement;

'ASX' means the Australian Stock Exchange Limited;

'Board' means the board of directors of the Employer;

'Business' means the business carried on by the Employer;

'Capacity' means being:

- (a) in partnership or in association with anybody else;
- (b) a principal, agent, consultant, adviser, representative, director, officer or employee in a role similar to that which the Employee performs for the Employer under this agreement or anybody else;
- (c) a trustee or anybody else.

'Commencement Date' means a date to be agreed;

'Competing Business' means a business (whether operated as a company, partnership or sole trader) which carries on an activity the same as, similar to, or competitive with, any activity engaged in by the Employer during the 12 months immediately preceding termination of the Employment or during the Restraint Period.

'Confidential Information' means information of the Employer which is of a confidential character. Confidential Information includes the trade secrets and all other information regarding the affairs of the Employer which becomes known to the Employee in circumstances where the Employee knows or ought to know that the information is to be treated as confidential and includes, without limitation:

- (a) information marked as "confidential" or to like effect;
- (b) information the Employee is told is confidential or should be kept confidential;
- (c) information disclosed to the Employee in circumstances that would, to a reasonable person, indicate that the information is sensitive commercial information or information of a kind which, if disclosed to third parties, could or might cause the Employer loss or damage (including damage to reputation);
- (d) trade secrets of the Employer;
- (e) Intellectual Property of the Employer;
- (f) market sensitive information;
- (g) contractual information, formulae, technical information, plans and product specifications;
- (h) notes and developments regarding Confidential Information;
- (i) strategic information regarding the Employer's business plans and forecasts, including but not limited to target markets, target segments of markets, plans with regard to premises;
- (j) information regarding the financial or business affairs of the Employer, including but not limited to financial records, reports, accounts, board papers and reports, proposals, profits, salaried and wages paid, assets and liabilities and bad debts;

- (k) quotations and tenders submitted or prepared for submission to customers or potential customers, including information regarding the methods by which the Employer calculates the amounts contained in tenders, the methods by which tenders are prepared and the information contained in tenders;
- (l) client lists, names of customers contacts and terms of trade with clients Identified Prospective Client lists, names of Identified Prospective Client contacts and terms of trade with Identified Perspective Clients ;
- (m) supplier lists, names of supplier contacts and terms of trade with suppliers, except where that information is available to and known by the public otherwise than through the wrongful acts of the Employee;
- (n) information about potential suppliers to the Employer to the extent that that information is not generally known to the public and to the extent that the combination of suppliers or use of a particular supplier, though generally known or available, yields advantages to the Employer the details of which are not generally known;
- (o) marketing information regarding details about the Employer's position in the market place or segments of the market place, competitors' position in the market place or in segments of the market place, marketing plans and strategies;
- (p) any arrangements or terms of trade with a customer, identified prospective client or actual or prospective suppliers, joint venture partners, financiers or investors;
- (q) personnel information regarding other staff including, but not limited to, the terms on which they are employed;
- (r) procedures/ processes/ systems relating to the operation of the Employer's business that contribute to the sustainable competitive advantages of the Employer's business; and
- (s) the terms and conditions of this Agreement;
- (t) any discussion, negotiation or agreement between the Employer and the Employee regarding the performance of the Employee, or the termination or cessation of the Employment;
- (u) business systems, and operating procedures or manuals;
- (v) any other information confidential to the Employer or any Related Corporation;

'Corporations Act' means the *Corporations Act 2001(Cth)*.

'Client' means any person, company, organisation or entity that purchases, or has previously purchased products and services of the Employer.

'Employer' means Global Health Limited of Level 2 607 Bourke Street Melbourne.

'Employment Period' means the period commencing on the Commencement Date and continuing until the Termination Date;

'Employee' means Michael Davies of 8 Murray St Yarraville 3013 Victoria

'Fair Work Act' means the *Fair Work Act 2009 (Cth)* (as amended);

'Industrial Instrument' means any law or statutory instrument (including any award, collective agreement or enterprise agreement) prescribing minimum terms and conditions of employment and applicable to the Employee's employment under this Agreement.

'Intellectual Property Right' means an invention, discovery, secret process, trade mark, service mark, copyright, design, patent, know how, trade, business, company or domain name, inventions, process (whether in writing or recorded in any form), any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields and any other intellectual property right throughout the world which is:

- (a) related to or connected with the business or a product or service of the Employer, a Related Corporation; and
- (b) invented, created, produced or conceived by the Employee (whether alone or jointly with another person) in the course of his employment by the Employer;

'Identified Prospective Client' includes organisations, businesses, entities or individuals that have been identified by the Employer as an opportunity for obtaining future business (whether directly or through referral of other business).

'Modern Award' has the meaning contained in the Fair Work Act.

'Moral Rights' mean the moral rights conferred upon the author of a Work by Part IX of the *Copyright Act 1968* (Cth) (as amended);

'Position Description' means a written communication setting out the Employee's general and key functions, key internal and external relationships, key performance indicators, limits of authority and positions reporting to the position that may be provided to the Employee by the Board as a description of the Employee's role.

'Property' means property of the Employer, and includes Confidential information, Intellectual Property, documents, equipment, software, computer and electronic information (wherever it is stored), keys and access cards;

'Related Corporation' means:

- (c) a body corporate which is a related body corporate to the Employer and has the meaning given to that term by the Corporations Act ;
- (d) any body corporate not less than 30% of whose ordinary shares are held for the time being by or on behalf of the Employer or a body corporate related to the Employer; or
- (e) any unit trust not less than 30% of whose ordinary units are held for the time being by or on behalf of the Employer or a body corporate related to the Employer;

'Remuneration Package' means the Salary, Superannuation, bonus scheme and any additional benefits referred to in clause 5 of this Agreement, as varied from time to time in accordance with this Agreement;

'Restraint Area' means each of the following areas separately:

- (a) Australia;
- (b) Victoria; or

(c) Melbourne.

Restraint Period means each of the following periods separately:

- (a) 12 months;
- (b) 6 months; or
- (c) 3 months.

'Salary' means the annual base cash component of the Remuneration Package referred to in clause 5.1, as reviewed from time to time in accordance with clause 5.4 of this Agreement;

'Superannuation' means the annual Employer contribution, which shall be limited by any maximum superannuation contribution base, referred to in clause 5.3 of this Agreement to the designated approved Superannuation fund, to be 10% of base salary after 1 July 2021;

'Termination Date' means the last date of employment.:

'Works' is defined in the *Copyright Act 1968* (Cth).

2. Appointment

2.1 Employment

The Employee will be employed by the Employer in the position of Chief Executive Officer, reporting to the Board on the terms of this Agreement.

2.2 Term of employment

- (a) The Employee is employed for the Employment Period.
- (b) The Employee is to work from the Employer's premises at Level 2 607 Bourke Street Melbourne, or from home, or such other location as agreed between the Employer and Employee.
- (c) The Employee may also be required to travel to other locations, either interstate or overseas, as may be reasonably necessary to perform the Employee's duties.
- (d) The Employee will work a minimum of five days per week from the Employer's premises unless traveling to other locations, either interstate or overseas, as may be reasonably necessary to perform the Employee's duties.

2.3 Breach of other obligations

The Employee warrants to the Employer that, by entering into this Agreement and performing the Employee's duties under it, the Employee will not breach any other obligation binding on the Employee.

2.4 Changes to the Employee's position

If the Employee's duties change, this Agreement will continue to apply to the Employee's employment unless the Employee and the Employer enter into a new written agreement, or vary this agreement in writing.

- 2.5 The Employee will be subject to a six (6) month probation period during which time the Employer will assess the Employee's performance and suitability for the position. Termination during the probation period can be in accordance with clause 13.1.

3. Duties of the Employee

3.1 Duties

- (a) The Employee must perform all the duties reasonably associated with the position of Chief Executive Officer including those set out in any Position Description.
- (a) During the Employment Period, the Employee must also:
- (i) assume and exercise the powers and perform the duties of Chief Executive Officer of the Employer with all due care and skill, and to the best of the Employee's knowledge and abilities;
 - (ii) perform such duties and exercise such powers, authorities and discretions in relation to the business of the Employer as the Chairman and Board may from time to time reasonably delegate or assign to, or require of, the Employee;
 - (iii) observe and comply with the orders, instructions, directions, restrictions, regulations, delegations and authority levels made or given by the Chairman and Board from time to time;
 - (iv) comply with all legal requirements, statutory or otherwise, pertaining to the Employee's position and responsibilities under this Agreement, and use all reasonable endeavours to ensure the Employer complies with laws and regulations; and
 - (v) faithfully and diligently serve the Employer and at all times use the Employee's best endeavours to promote the interests, welfare, profitability, growth and reputation of the Employer;
 - (vi) act in the Employer's best interests;
 - (vii) not act, or be seen to be acting, in conflict with the best interests of the Employer, and if such conflict appears possible or arises, the Employee must notify the Chairman at the earliest opportunity; and
 - (viii) subject to clause 4.3, refrain from acting, or being seen to act, in conflict with the Employer's best interests;
 - (ix) act in a professional, ethical and lawful manner;
 - (x) perform services for the Employer without further remuneration unless otherwise agreed.
- (b) In consultation with the Employee, the Employer may set reasonable Key Performance Indicators for the Employee to achieve from time to time.

3.2 Duty of Good Faith and Fidelity

Nothing in this Agreement will be construed to limit the Employee's duties to the Employer including duties of good faith or fidelity and any other duties implied at law.

3.3 Compliance with directions

The Employee must comply with all reasonable and lawful directions given to the Employee by the Employer.

3.4 Reporting

The Employee must report to the Board (or any person or persons nominated by the Board from time to time) promptly and fully with the information they require relating to the Employee's responsibilities and the performance of the Employee's duties.

3.5 Policies and Procedures

- (a) The Employee must comply with the Employer's policies, procedures and business processes as a condition of employment.
- (b) The parties acknowledge that:
 - (i) the policies and procedures do not form part of this Agreement;
 - (ii) the policies of the Employer set out and clarify certain matters which may benefit both the Employer and the Employee;
 - (iii) prior to entering into this Agreement, the Employee was provided with an opportunity to review and consider all policies as were current at the date of this Agreement;
 - (iv) to the extent that they describe "obligations" on the Employer, the policies are not terms of this Agreement and may be observed, varied or disregarded by the Employer in their absolute discretion.
 - (v) The Employer may introduce new policies and procedures and procedures from time to time.

4. Performance of duties

4.1 Full time appointment

- (a) Unless absent on leave for reasons permitted under this Agreement or as varied in accordance with a written agreement between the Employer and the Employee, the Employee must devote the whole of the Employee's time, attention and skill exclusively to the business of the Employer during all business hours and at other times reasonably necessary to fulfil the Employee's duties (which may include public holidays or weekends).
- (b) The Employee acknowledges that the requirement to work these hours is reasonable given nature of the role and the Remuneration Package provided under this Agreement.
- (c) The Remuneration Package provided to or for the Employee under this Agreement constitutes full payment for all hours worked by the Employee.

- (d) Clause 4.1(a) is to be read subject to the consent of the Board which is referred to in clause 4.3.

4.2 Promotion of Employer's interests

The Employee must use the Employee's best endeavours to promote the financial position, profits, prospects, welfare and reputation of the Employer, and any Related Corporation and not intentionally do anything which is, or may be, harmful to those interests.

4.3 Other business, occupation or directorships

During the Employment Period the Employee must not carry on nor be concerned in a business or occupation nor hold a directorship of another corporation without the prior written consent of the Chairman. This restriction does not preclude the Employee from holding shares in companies listed on a recognised stock exchange without the Board's written consent if the Employee holds less than 5% of the issued shares in any class of one company.

4.4 Benefits from other sources

- (a) The Employee must not accept a benefit in money or in kind from any person as an inducement or reward in connection with:
 - (i) an act or forbearance in connection with their Employment; or
 - (ii) any business carried on by or on behalf of the Employer.
- (b) This clause does not prohibit the receipt of:
 - (i) publicly advertised benefits such as frequent flier benefits; or
 - (ii) invitations to business, sporting or social events; or
 - (iii) minor gifts with a maximum value of \$100 received by the Employee. This includes 2 or more gifts received by the Employee from the same or related entities with a total maximum value of \$100.

5. Remuneration

5.1 Salary

The Employee is entitled to a gross annual Salary of \$300,000.00. This amount excludes superannuation but is inclusive of all other payments including fringe benefits tax.

5.2 Payment of Salary

The Salary is payable (less tax):

- (a) by equal fortnightly instalments in arrears, or more frequently at the Employer's sole discretion; and
- (b) by electronic funds transfer to a bank account in Australia nominated by the Employee, or as may otherwise be agreed.

5.3 Superannuation

- (a) The Employer will pay that percentage of superannuation (based on the Salary) which the Employer is statutorily obliged to pay on the Employee's behalf into the nominated superannuation fund, currently set at 9.5% of the base salary.
- (b) Clause 5.3(a) will be limited by any maximum superannuation contribution base.
- (c) Subject to any applicable regulatory requirements relating to effective wage or salary sacrificing arrangements, the Employee may sacrifice part of their Salary in return for additional superannuation contributions by the Employer.

5.4 Additional Benefits

The Employee will be invited to participate in a Short Term Incentive Plan, a long term incentive award pursuant to the Employer's Equity Incentive Plan as set out in Attachment 1.

5.5 Car Allowance

The Employee will be paid an annual allowance of \$15,000.00 (paid in equal fortnightly instalments) to compensate him for the use of his private motor vehicle to perform his duties.

5.6 Review of Remuneration Package

The Employee's Remuneration Package will be reviewed annually by the Board. A review will not necessarily result in an increase in the Remuneration Package.

5.7 No other benefits

- (a) As far as legally allowed, the Employee's Remuneration Package is inclusive of all legal entitlements the Employee has to payment for work performed including, but not limited to, minimum wages, overtime, penalty payments for out of hours work or working weekends or public holidays, shift loadings any other loadings (including annual leave loading), and all allowances.
- (b) The Employee agrees that the Employer may set off the value of all of the benefits paid to or for them under this Agreement against any entitlement the Employee may have under any Industrial Instrument to payment for work performed.

5.8 Deductions

The Employer may deduct from any part of the Salary payable to the Employee from time to time (including, to the extent permitted by law, amounts payable on termination of the Employee's employment) any amounts owed by the Employee on any account to the Employer.

6. Out-of-pocket expenses

6.1 Reimbursement

The Employer must reimburse the Employee for all reasonable expenses properly incurred by the Employee in the performance of the Employee's duties, pursuant to the Employer's policy guidelines.

6.2 Substantiation

The Employee must:

- (a) provide receipts or other documentary evidence of payment satisfactory to the Employer and the purpose of each expense in a form reasonably required by the Employer to support each claim for reimbursement; and
- (b) keep those records of expenses reasonably required by the Employer to meet income tax, fringe benefits tax and other statutory requirements.

7. Leave entitlements

7.1 Annual leave

- (a) During each completed year of the Employment Period the Employee is entitled to four weeks paid annual leave (provided that annual leave does not accrue during any period of unpaid leave). Annual leave accrues progressively and is cumulative. The Employee must give reasonable notice of the Employee's intention to take annual leave and use reasonable endeavours to take leave at times convenient to the Employer.
- (b) The Employer may direct the Employee to take accrued annual leave after giving the Employee four weeks' written notice if the Employee has more than 8 weeks accrued annual leave.
- (c) The Employee may be required to take annual leave over the Christmas holiday period or any period of business shutdown.
- (d) While on annual leave, the Employee must not engage in any conduct that is inconsistent with this Agreement or the Employee's obligations to the Employer.
- (e) If the employment ends, the Employer will pay any unused accrued annual leave.

7.2 Personal leave

- (a) The Employee is entitled to 10 days paid personal leave for each completed year of the Employment Period. Such personal leave entitlements are cumulative, but are not paid out on termination of this Agreement.
- (b) Personal leave can be taken in the following circumstances:
 - (i) due to personal illness or injury (sick leave); or
 - (ii) for the purpose of caring for a member of the Employee's immediate family or household who is sick or due to an unexpected emergency requires the Employee's care and support (carer's leave).
- (c) The Employer may request the Employee to provide documentary evidence to the Employer's satisfaction of the Employee's entitlement to take personal leave.

7.3 Long service leave entitlement

The Employee is entitled to long service leave in accordance with the legislation of the State in which the Employee is employed.

7.4 Other Leave

The Employee is entitled to parental leave, compassionate leave and other leave in accordance with the provisions of the Fair Work Act.

8. Public holidays

- (a) The Employee will usually be entitled to paid leave on gazetted public holidays in the State in which the Employee works.
- (b) From time to time the Employee may be required to work, and agrees to work, on a public holiday in order to fulfil the requirements of the position. The Employee's Remuneration Package includes an amount to compensate for this.

9. Confidential information

9.1 Acknowledgment

The Employee acknowledges that:

- (a) the Employer's Confidential Information is at all times solely and exclusively the property of the Employer;
- (b) the Confidential Information:
 - (i) has been and will be created, developed or acquired by the Employer at its initiative and expense; or
 - (ii) is owned by third parties and the Employer wishes to keep it confidential (as a result of the Employer being under an obligation of confidence in relation to that information or otherwise);
- (c) the Employer desires to protect and preserve the confidential character of the Confidential Information;
- (d) the Employer has spent and will spend effort and money in establishing and maintaining its Client base, employee skills and the Confidential Information;
- (e) during the Employment Period, the Employee will acquire the Confidential Information, experience, trade secrets, know-how and particular skills in the business of the Employer;
- (f) the Confidential Information is of special, confidential, unique and invaluable nature such that an award of damages or an account of profits would be inadequate to compensate the Employer for unauthorised disclosure or use of the Confidential Information;
- (g) the Employee is subject to obligations in relation to the Employer's Confidential Information by reason of this Agreement;
- (h) the Employee is subject to obligations in relation to the Employer's Confidential Information in equity and under the common law;
- (i) the Corporations Act creates certain obligations upon the Employee in respect of use or disclosure of information; and
- (j) harm may be caused to the Employer by unauthorised disclosure of Confidential Information.

9.2 Maintenance of confidentiality

The Employee agrees that the Employee will:

- (a) not, without the Employer's permission, disclose or use its Confidential Information;
- (b) ensure that proper and secure storage is provided for Confidential Information while in the possession or under the control of the Employee;
- (c) not make a copy or other record of Confidential Information except in the proper performance of the Employee's duties;
- (d) use the Employer's Confidential Information only for the legitimate purposes of the business of the Employer;
- (e) take all reasonable action that the Employer asks them to take, at any time, to protect the Employer's interest in its Confidential Information;
- (f) not disclose Confidential Information to any person other than:
 - (i) as directed by the Employer;
 - (ii) where required for the performance of duties; or
 - (iii) to the Employee's legal and financial advisors;
- (g) keep confidential the fact that Confidential Information has been provided to the Employee and other employees, servants and/or agents of the Employer; and
- (h) in relation to any disclosure of the Employer's Confidential Information allowed under this Agreement – only disclose the information where the Employee is satisfied, upon reasonable grounds, that the disclosure:
 - (i) is in the Employer's commercial interests; and
 - (ii) will not compromise the Employer's interest in the information.

9.3 Information publicly available

The Employee's obligations here do not apply to:

- (a) information that is or becomes publicly available, unless the information has only become publicly available because of a breach, by the Employee or anyone else, of the Employer's confidence; or
- (b) disclosures of the Employer's Confidential Information that are legally required, provided the Employee has made reasonable attempts to avoid disclosure and have given the Employer a reasonable opportunity to protect its interest in the information.

9.4 Uncertainty

If the Employee is uncertain whether:

- (a) particular information is the Employer's Confidential Information; or

- (b) particular information is publicly available,

the Employee shall treat such information as the Employer's Confidential Information and is taken not to be publicly available unless the Employer informs the Employee in writing to the contrary.

9.5 Use during and after Employment Period

- (a) The Employee must comply with his obligations in respect of the Employer's Confidential Information both during the Employment Period and after termination of employment.
- (b) When the Employee discloses Confidential Information as permitted by clause 9.2(f) and 9.2(h), the Employee must ensure that whoever it is disclosed to is made aware of its confidential nature.
- (c) If the Employee is obliged by law to disclose any Confidential Information (or anticipates that the Employee may be so obliged), the Employee must immediately notify the Employer of the actual or anticipated requirement and use all lawful means to delay and withhold disclosure until the Employer has had a reasonable opportunity to oppose disclosure by lawful means.
- (d) The Employee's obligations under this clause apply during the Employment and after its termination.

10. Intellectual property rights

10.1 Ownership

- (a) The Employee warrants that the Employee does not have any right or interest in respect of any Intellectual Property owned, used or capable of being used by the Employer.
- (b) To the extent that the Employee has any right or interest in Intellectual Property owned, used or capable of being used by the Employer, the Employee assigns that Intellectual Property to the Employer.
- (c) The Employer owns all Intellectual Property that the Employee develops or conceives in the course of or arising out of the employment, whether alone or in conjunction with someone else, and whether during or outside working hours:
 - (i) using the Employer's or any of the Customer's premises, resources or facilities;
 - (ii) in the course of, as a consequence of, or in relation to, the performance of the duties;
 - (iii) directly or indirectly as a result of the Employee's or anybody else's access to the Confidential Information or other Intellectual Property of the Employer, or Customer's Confidential Information or Intellectual Property;
 - (iv) in respect of or associated with any of the Employer's products or services and any alterations or additions or methods of making, using, marketing, selling or providing these products or services; or
 - (v) relating to other Intellectual Property,

and the Employee hereby assigns all such Intellectual Property to the Employer.

10.2 Disclosure

The Employee must disclose in writing to the Employer:

- (a) any Intellectual Property Right immediately after it is conceived or brought into existence;
- (b) any matter which may come to the Employee's attention during the Employment Period, which may be of interest, importance or use to the Employer;
- (c) any proposal for improvements which may be of interest, importance or use to the Employer.

10.3 Assistance by Employee

The Employee must at the expense of the Employer execute all documents and do all other things reasonably necessary to:

- (a) enable the Employer or its nominee to obtain letters patent, design registration or other official protection for the Employer's interest in each of its Intellectual Property Rights; and
- (b) transfer to the Employer or its nominee the full ownership of each of its Intellectual Property Rights.

10.4 No Reproduction

The Employee may not make use of or reproduce any Intellectual Property owned by the Employer without prior written approval, other than in the ordinary course of the employment.

10.5 Power of attorney

The Employee irrevocably appoints the Employer to be the Employee's attorney and in the Employee's name on the Employee's behalf and as the Employee's act and deed to:

- (a) execute all documents; and
- (b) do and perform any or all other acts, matters or things,

necessary to give to the Employer the full benefit of each of its Intellectual Property Rights.

10.6 Moral rights

The Employee consents to the Employer infringing any Moral Rights that the Employee may have or become entitled to in any Work created in the course of the Employee's employment.

10.7 Continuing obligations

The obligations of the Employee relating to Intellectual Property Rights continue after the termination of this Agreement.

11. Remedies for breach

The Employee acknowledges that:

- (a) a breach of any of clauses 9, 10 or 1616, would be harmful to the legitimate business interests of the Employer; and

- (b) monetary damages alone may not be a sufficient remedy for a breach of any of these clauses; and
- (c) in addition to any other remedy which may be available in law or equity, the Employer or any other aggrieved party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent a breach of these clauses and to compel performance of them.

12. Company property

12.1 Access to Employer property

While the Employee may, during the course of and for the purposes of their employment, have access to and possession of physical items which are the Employer's property, including Confidential Information or Intellectual Property, the Employer may ask them to return any of this property to it at any time.

12.2 Return of Employer property

The Employee agrees to return the Employer's property which is in the Employee's possession, power or control to the Employer immediately when asked and upon termination of their employment.

12.3 Retention of Employer Property

Except for the purposes of the Employee's employment under this Agreement, the Employee is not entitled to retain any property of the Employer, including copies of documents the originals of which are property of the Employer.

13. Termination

13.1 Probation Period

The Employee's employment is subject to a six (6) month probation period. Subject to clauses 13.4 and 13.5 at any time during the probation period the Employee's Employment may be terminated by the Employer giving twelve (12) months' written notice to the Employee or by the Employee giving three (3) months' written notice to the Employer. The Employer may, at its discretion choose to pay the Employee twelve (12) months' Salary (less tax) plus Superannuation, car allowance and outstanding amounts owed or proportionately calculated under STI and LTI agreements, under their terms, subject to performance hurdles being met in lieu of notice.

13.2 Termination with notice

- (a) Subject to clauses 13.1 and 13.4, the employment of the Employee may be terminated by:
 - (i) the Employer giving the Employee six (6) months' written notice of termination, or
 - (ii) the Employee giving the Employer three (3) months' written notice of termination.

13.3 Employer's election on termination

If either the Employer or the Employee gives notice of termination to the other under clause 13.2 **Error! Reference source not found.**, the Employer may terminate the employment of the Employee immediately or at any time during the notice period and pay to the Employee the Employee's current Salary (less tax) together with Superannuation, car allowance and outstanding

amounts owed or proportionately calculated under STI and LTI agreements, under their terms, subject to performance hurdles being met for the balance of the notice period remaining after termination of the employment.

13.4 Termination by Employer without notice or pay in lieu

The Employer may immediately terminate the employment of the Employee by giving written notice of termination, without any period of notice or pay in lieu to the Employee, if the Employee:

- (a) engages in any act or omission constituting serious misconduct (whether or not the misconduct occurs, or has occurred, prior to or after the date of this Agreement);
- (b) refuses or neglects to comply with any lawful and reasonable instruction given to them by the Employer, the Board or any other person duly authorised by the Board;
- (c) becomes bankrupt or compounds with the Employee's creditors or any of them or assigns the Employee's estate for the benefit of the Employee's creditors or any of them;
- (d) is dealt with by a court for an offence, whether or not a conviction is recorded, involving fraud or dishonesty or any other serious offence which is punishable by imprisonment (whether or not the Employee is imprisoned);
- (e) has, whether prior to or during the Employment Period, provided the Employer with information about their qualifications, experience, character or reputation which is misleading or was intended to be false or misleading;
- (f) fails to remedy, to the reasonable satisfaction of the Board, a serious or persistent breach of this Agreement within 14 days of receiving notice of such breach from the Board;
- (g) is, in the reasonable opinion of the Board, dishonest or engages in conduct which may result in significant harm to the Employer or Related Corporation; or
- (h) is precluded by the provisions of the Corporations Act from taking part in the management of a corporation, or being disqualified for any reason from holding office at the Employer, or a Related Corporation.

13.5 Garden Leave

If either the Employer or the Employee gives notice of termination, the Employer may direct the Employee at any time during the notice period not to attend work, or not to perform all or part of the Employee's duties.

14. Suspension from duty

- 14.1 If the Employer forms the view that the Employee's conduct, capacity or performance may warrant disciplinary action, the Employer may suspend the Employee from duty with pay or direct the Employee to perform work in a different position pending the outcome of an investigation.

15. Consequences of termination

15.1 Acts after termination of employment

- (a) On or before the Termination Date the Employee must:
 - (i) deliver to the Employer all records of Confidential Information, including contact records, in the Employee's possession which are physically capable of delivery;
 - (ii) permanently erase all records of Confidential Information from all electronic devices and/or electronic storage devices owned by the Employee;
 - (iii) if a car owned or leased by the Employer is being utilised by the Employee, return the car and its keys to the Employer at a place nominated by the Employer unless the car is then purchased or leased by the Employee;
 - (iv) deliver to the Employer all business cards, credit and charge cards issued to the Employee by or on behalf of the Employer; and
 - (v) subject to any express written agreement to the contrary, immediately repay the Employer all sums which may be owing by the Employee to the Employer, whether such sums are then due or not.
- (b) The Employer is not liable for any loss of personal data stored in a personal organiser or other electronic storage device which occurs in any way during the permanent erasure of Confidential Information.
- (c) After the Termination Date, the Employee must not represent as being currently employed by or connected with the Employer.

16. Restraint after Employment Ceases

16.1 Acknowledgement

The Employee acknowledges each of the following matters:

- (a) In the course of his employment, he will have:
 - (i) access to and gain knowledge and Confidential Information related to the Business and the Employer, and be required to use that information to perform his duties;
 - (ii) a position of leadership enabling the Employee to have a degree of influence over the Employer's employees; and
 - (iii) the opportunity to acquire a detailed knowledge of clients, suppliers and contractors of or to the Employer.
- (b) The Employer has spent and will spend effort and money in establishing and maintaining its business, the Employee's skills and the Confidential Information.
- (c) The matters set out in this clause 16.1 amount to legitimate business interests of the Employer. Disclosure of, or interference with, any of those matters could materially harm the Employer and its legitimate business interests.

- (d) The Employer wants to preserve the confidential character of all Confidential Information, and to the extent that it is owned by third parties, the Employer wants (and may be obliged) to keep it confidential (as a result of its obligation/s of confidence in relation to that information or otherwise).
- (e) In light of the matters set out in this clause 16.1:
 - (i) the restrictions in clause 16.2 are reasonable and reasonably necessary for the protection of the goodwill and legitimate business interests of the Employer;
 - (ii) it is reasonable for the Employee to continue to be bound by the obligations set out in clause 16.2 and the obligations survive the termination of the Employee's employment for any reason;
 - (iii) the remedy of damages may be inadequate to protect the interests of the Employer and, the Employer is entitled to seek injunctive relief, specific performance, other equitable relief or any other remedy, in any Court, for any threatened or actual breach; and
 - (iv) the Employer is relying on the acknowledgments in this clause as a matter fundamental to the Employee's employment.

16.2 Restrictions

- (a) Having regard to the acknowledgements set out in clause 16.1 the Employee will not, during the Restraint Period within any of the Restraint Areas, either directly or indirectly, on his own account, jointly or with any other person or otherwise:
 - (i) carry on, operate, be engaged, interested or employed in a Competing Business.
 - (ii) Canvass, solicit, approach or accept an approach from a person who was a Client;
 - (iii) Persuade any Supplier to cease dealing with the Employer or reduce the dealings they have customarily had or contemplated having with the Employer;
 - (iv) Solicit, induce, encourage or attempt to solicit, induce or encourage any person with whose skills and abilities the Employer is familiar, to leave their employment with the Employer; or
 - (v) Induce, counsel, procure or otherwise assist any persons to do any of the acts referred to in clauses 16.2(a)(ii) to 16.2(a)(v).
- (b) Clause 16.2 does not prevent the Employee from having a shareholding of up to 5% in a company listed on a recognised stock exchange.
- (c) The restrictions in clause 16.2 are to be read and construed and to have effect as separate, severable and independent prohibitions or restrictions, each from the other as regards each Restraint Period with the Restraint Area and each prohibited activity and is enforceable accordingly, so that the invalidity or unenforceability of any prohibition or restriction in respect of any of the Restraint Periods with each Restraint Area does not affect the validity or enforceability of the prohibitions or restrictions in respect of any other Restraint Period in the Restraint Area.
- (d) Each of the separate restrictions is to be construed so as to have the maximum enforceable effect, so that the unenforceability of any restriction does not affect the enforceability of the other restrictions.

- (e) If any provision (or part of a provision) of this clause 16.2 is held to be invalid or unenforceable in a jurisdiction it is to be read down (to the point of severance if necessary) in that jurisdiction to the extent of the invalidity or unenforceability and does not affect the validity or enforceability of:
 - (vi) that provision in another jurisdiction; or
 - (vii) any other provision in this clause 16.2.
- (f) The parties agree that if any of these restrictions are held to be void or ineffective for any reason but would be treated as valid and effective if part of the wording was deleted or the Restraint Period were reduced in scope, the restrictions will apply with such deletions or modifications as necessary to make them valid and effective.

17. Medical examination

- 17.1 The Employee must, on the request at any time and at the expense of the Employer, submit to an examination by a registered medical practitioner to be selected by the Employer.
- 17.2 The Employee must authorise that medical practitioner to disclose to, and discuss with, the Employer's medical adviser the results of such examination and any matters which arise from it in order that the Employer's medical adviser can notify the Employer of any matters which, in the opinion of the adviser, might hinder or prevent the Employee (if during a period of incapacity) from returning to work for any period or (in other circumstances) from properly performing any duties of his/her appointment at any time.

18. Employee records and privacy

- 18.1 The Employer will, in connection with the Employee's employment, for the purposes of its operational requirements or legal obligations from time to time, collect, keep and use various information about and personal to the Employee. The Employee:
 - (a) agrees that the Employer may, at its discretion, use or disclose that information for any purpose connected with the Employee's employment (or, after termination of the Employee's employment, their former employment) and the Employer's operational requirements or legal obligations from time to time;
 - (b) agrees that the Employer may, for any purpose connected with the Employee's employment, collect information about the Employee from third parties. The Employer will not, without a good reason in connection with its operational requirements or legal obligations, seek information about the Employee from a third party without the Employee's permission or without telling the Employee;
 - (c) agrees that the Employer may, following termination of the Employee's employment, retain any records about the Employee for any period the Employer considers to be reasonable and appropriate having regard to its operational requirements or legal obligations from time to time; and
 - (d) as far as they legally can but subject to clause 18.2 – to waive any privacy rights the Employee would otherwise have, but for this clause 18.1.

- 18.2 The Employer will take reasonable and appropriate precautions for the protection of the Employee's privacy in relation to any records it holds about the Employee from time to time. For example:
- (a) The Employer will not allow any person access to the Employee's personal information except where that is reasonably required for a purpose connected with the Employee's employment (or former employment), its operational requirements or its legal obligations. Access will usually be limited to its officers, employees or agents who have managerial responsibilities in relation to the Employee.
 - (b) The Employer will not disclose the Employee's personal information to a person outside the Employer except for a purpose connected with the Employee's employment (or former employment), its operational requirements or its legal obligations.
 - (c) The Employer will not disclose the Employee's personal information to a person outside the Employer unless the Employer is confident that they will deal with that information the same way that the Employer has agreed to deal with it here.
- 18.3 This clause 18.18 continues to apply after termination of the Employee's employment.

19. Variations

- 19.1 The Employer may change its policies and procedures at any time.
- 19.2 The Employer will periodically examine the Employee's position description and statement of duties to update them and ensure that they relate to the position as then being performed and to the Employer's operational requirements from time to time. The Employee's role, levels of responsibility, the position, the position location and Remuneration Package may be changed by agreement during the Employment Period from time to time.
- 19.3 Otherwise, except as allowed by the terms of this Agreement, any changes to the Agreement will not be effective unless the parties have agreed to the changes in writing.
- 19.4 Where changes to the Agreement occur, the other terms of this Agreement will continue to apply, subject to the changes.

20. Statutory and regulatory requirements

- 20.1 The rights and obligations of the parties under this Agreement are subject to any required board or shareholder approvals, and any applicable statutory or regulatory requirements. Where the performance of an obligation or the exercise of a right is subject to a statutory or regulatory requirement:
- (a) the obligation must not be performed and the right cannot be enforced unless and until the requirement is discharged;
 - (b) except for the requirement to obtain shareholder approval, the parties will do anything reasonably required of them in order to discharge the requirement.
- 20.2 Without limitation, a reference in clause 20.1 to a:
- (a) "statutory requirement" – includes any requirement imposed by the Corporations Act or taxation legislation;

- (b) “regulatory requirement” – if the Employer is listed on the official list of ASX – includes any requirement imposed upon the Employer by the ASX Listing Rules from time to time.

21. Warranties

21.1 The Employee warrants and undertakes to the Employer that the Employee:

- (a) is able to lawfully work in Australia.
- (b) has provided correct and complete information to the Employer about their work experience and qualifications is correct
- (c) by entering into this Agreement or performing the duties and responsibilities, the Employee will not breach any obligation the Employee has to a third party;
- (d) is not the subject of any investigation by a regulatory body in any jurisdiction nor is the Employee prevented from being a director or officer in any jurisdiction;
- (e) has disclosed to the Employer all directorships held by the Employee and has disclosed any offices, interests or obligations that might in the reasonable opinion of the Employer have the potential to conflict with the Employer's interest; and
- (f) subject to those disclosed in accordance with clause 21.1(e), or later consented to in writing by the Employer, has no offices, interests or obligations that are inconsistent with, or that would prevent, limit or adversely affect the Employee complying with any of the Employee's obligations under this Agreement.

21.2 The warranties and undertakings by the Employee in clause 21.1 are continuing warranties.

21.3 The Employee must immediately notify the Employer in writing if any of the warranties and undertakings in clause 21.1 are, become, or are likely to become, inaccurate.

21.4 Without limiting the rights of the Employer with respect to any breach of the warranties or undertakings in clause 21.1, the Employee must immediately take such actions as may be necessary or requested by the Employer to ensure that the Employee complies with those warranties and undertakings, including the resignation from, or elimination of, any conflicting offices, interests or obligations.

22. Acknowledgment

22.1 Fairness of Agreement

Having regard to the Employee's qualifications, skills and experience, the Employee acknowledges that the remuneration, termination and all other provisions of this Agreement are fair and reasonable in the circumstances.

22.2 Independent advice

The Employee acknowledges that the Employee has been given the opportunity by the Employer to seek independent advice of the Employee's choosing concerning this Agreement prior to entering into this Agreement.

23. General provisions

23.1 Legal costs

The Employer and the Employee must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement.

23.2 Whole agreement

The terms and conditions set out in this Agreement are the entire understanding of the parties in relation to the Employee's employment by the Employer. All previous negotiations, representations or agreements are superseded by this agreement and no further terms will be implied into this Agreement.

23.3 No waiver

No failure to exercise or any delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

23.4 Amendments in writing

No amendment to this Agreement has any force unless it is in writing and signed by all of the parties to this Agreement.

23.5 Reading down

If any provision of this Agreement is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, then that provision will be read down accordingly.

23.6 Severability

If, notwithstanding clause 23.5, a provision of this Agreement is, or, but for this clause 23.6, would be void, voidable, unenforceable or illegal:

- (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed,

and the remainder of this Agreement will be of full force and effect.

23.7 Continuing Obligations

Any provision of this Agreement remaining to be performed or observed by the Employee or the Employer, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on the Employee and the Employer.

23.8 Benefit of Agreement

The Employer contracts for and on behalf of any Related Corporation and any duties owed by the Employee to the Employer are also owed to the Related Corporation.

Any promise, warranty or covenant made by the Employee in favour of persons not a party to this Agreement is intended to be, and is, directly enforceable by each of those persons, and this Agreement operates as a deed poll in favour of those persons.

23.9 Notices

Service of any document required to be given in writing under this Agreement, or any formal correspondence in connection with the parties' obligations under this Agreement shall be deemed to have been given if sent:

- (a) to the Employee, by post, fax, or in person to 8 Murray St Yarraville 3013 Victoria;
- (b) to the Employer, by post or email, [address for posting], or in person to the Chair of the Board.

23.10 Counterparts

This Agreement is validly executed if executed in one or more counterparts.

23.11 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

Executed as an Agreement

Executed by Global Health Limited (ACN:091
377 892 41 145 239 872

Director

Director

Print full name of Director

Print full name of Director

Signed by Michael Davies in the presence of:

Signature of Witness

Michael Davies

Print full name of Witness

Attachment 1 – Equity Incentive Plan Offer

[date]

Mr Michael Davies
 8 Murray Street
 YARRAVILLE VIC 3013

Dear Michael,

In recognition of your key position in the Company, we are pleased to invite you to participate in the new Short Term Incentive Plan (STI) and the Equity Incentive Plan (EIP), as set out below.

Short Term Incentive Plan

The STI is designed to motivate and incentivise executives towards Global Health achieving strong performance in the areas that matter most. I am pleased to invite you to participate in the STI for the financial year ending on 30 June 2022 (FY22).

Participation in the STI will entitle you to receive a bonus cash payment or a grant of Rights (as defined in the EIP) to the value of the cash payment determined at the time you become entitled to the payment, at the discretion of the Board (the Incentive) if the weighted Key Performance Indicators (KPIs) for FY22 are met, and subject to the Company achieving EBITDAR of \$800,000 for FY22. The KPIs and their weightings are:

FY21 KPIs	Scope	Definition	Weight	Threshold (0.50)	Target (1.00)	Stretch (1.50)
EBITDAR (\$,000)	Group	Group revenue, less operating expenses, before interest, tax, depreciation, amortisation, R&D	[insert]	[insert]	[insert]	[insert]
New SaaS revenue (\$,000)	Group	Sales from new SaaS accounts	[insert]	[insert]	[insert]	[insert]
Customer satisfaction (%)	Group	Survey results (NPS), incl Usability, Defects, on-boarding, upgrades, Implementation	[insert]	[insert]	[insert]	[insert]
Customer retention (%)	Group	Recurring revenue	[insert]	[insert]	[insert]	[insert]
Legacy migration to	Group	Migration of EMR & PAS customers to M+ SaaS	[insert]	[insert]	[insert]	[insert]

M+ (customers)						
Performance management procedure	Group	Full performance planning and review for all employees with over 6 months' service (%)	[insert]	[insert]	[insert]	[insert]
			100%			

If the Company's EBITDAR for FY22 exceeds the threshold of \$[insert] you will be eligible to receive the Incentive based on the achievement of the above KPIs, and an at Target payment of \$150,000. If the Company's EBITDAR for FY22 is less than \$[insert] no payment will be made.

Performance at Target will be calculated at 1.00 of \$150,000, at Threshold will earn half (0.5) of \$150,000, and at Stretch will earn a multiple of 1.50 of \$150,000. Each KPI will be weighted as shown in the table above. Results for outcomes between Threshold and Target and between Target and Stretch will be based on the respective continuous (linear) trends. If the sum of the Weighted Results is below 0.50, the total will be set to zero and no payment will be made.

Participation in the STI is for FY22 only and there is no guarantee that you will participate in any other year.

Equity Incentive Plan

The new Global Health Limited Equity Incentive Plan (Plan) is designed to attract, motivate and retain key employees, to provide outstanding and ongoing commitment and effort to the Company.

I am pleased to invite you to participate in the FY22 long term incentive award (LTI Award). If you participate in the LTI Award, you will be granted rights to acquire fully paid ordinary shares in the Company under the Plan. The terms of your participation are set out in the attachment. A copy of the Plan Rules is also attached. Please read both documents carefully and if you have any questions, please contact the Company Secretary, Sam Butcher.

In summary, if you participate, you will receive 750,000 Rights to acquire shares in the Company, subject to the achievement of a vesting hurdle and agreed performance criteria over the period from 1 July 2021 to 30 June 2026. If the vesting hurdle and performance criteria are met over the period, some or all of the Rights will vest on 30 June 2026. If you remain an employee, you will be able to exercise vested Rights up until their expiry on 30 June 2029. Each vested Right will entitle you to receive one share in the Company at no cost.

The vesting hurdle and performance criteria are set out in the attachment, and a worked example is also attached for your reference.

Participation in the LTI Award and the Plan is for FY22 only and there is no guarantee that you will participate in any other year.

If you wish to take up the invitation please complete, sign and return the application form on page 11 of the attachment by 5pm on [date].

Yours Sincerely

Mathew Cherian
Chief Executive Officer
Global Health Limited

Attachments:

1. Global Health Limited – Equity Incentive Plan (including application form)
2. Worked Example of LTI Award vesting hurdle and performance criteria
3. Equity Incentive Plan Rules - <https://www.global-health.com/governance/Equity-Incentive-Plan-Rules.pdf>

Global Health Limited – Equity Incentive Plan

Details of Long Term Incentive Award to Mr Michael Davies

[date]

1 Your Offer

Global Health Limited (the **Company**) is pleased to invite you to participate in its FY2022 long term incentive award (**LTI Award**). If you participate in the LTI Award, you will be granted rights to acquire fully paid ordinary shares in the Company (**Rights**) under the Global Health Limited Equity Incentive Plan (**Plan**) and on the terms outlined below.

These Rights will constitute the long term incentive component of your remuneration for the period FY2022-2026. Any future offers under the Plan will be made at the Board's discretion, and subject to any requirements for shareholder approval.

2 How to participate in the LTI Award

If you wish to accept the LTI Award, you should:

- read this Invitation and the Plan Rules (attached to this letter for your reference) carefully, which together set out all of the terms of the LTI Award;
- seek independent tax advice on the implications of the grant, and exercise, of the Rights; and
- complete and sign the accompanying Application Form and return it to the Company Secretary by 5.00pm on [date].

By accepting the grant of Rights to you under this LTI Award, you are deemed to have:

- agreed to be bound by this Invitation and the Plan Rules;
- agreed to be bound by the Company's Constitution in relation to any Shares allocated to you on the vesting and exercise of your Rights;
- irrevocably appointed the Company Secretary as your attorney in accordance with the Plan Rules;
- acknowledged that the number of Rights you may become entitled to is dependent on the satisfaction of the Vesting Conditions and Performance Criteria;
- acknowledged that the rights you have in relation to the Rights granted to you are limited to those conferred on you pursuant to the terms of this Invitation and the Plan Rules;
- acknowledged that, unless your employment contract expressly contemplates otherwise, the terms of this LTI Award do not form part of your employment contract and participation in this LTI Award does not give you any entitlement to participate in future year offers;
- agreed to the personal information that you have provided to the Company being used for the purposes of administering the Plan, including the disclosure of such information to any trustee, Plan administrator or tax authority;

- acknowledged that the Company is subject to obligations in relation to the handling of your personal information and you have rights in relation to accessing and updating your personal information and raising queries and concerns. You can refer to the Company's Privacy Policy and can also contact the Company Secretary for further information; and
- acknowledged that the Company may be required or authorised to collect your personal information under laws including tax and corporations legislation, and that limited details about shareholders are available to members of the public on request.

3 Terms of the LTI Award

This LTI Award is made on the terms set out in this Invitation and the Plan Rules. A copy of the full Plan Rules is enclosed with this letter.

Capitalised terms used in this Invitation have the same meaning as in the Plan Rules, unless otherwise indicated. In the event of any inconsistency between the Plan Rules and this Invitation, the terms outlined in this Invitation prevail.

3.1 Definitions

Defined term	Meaning
Australian Accounting Standards	generally accepted and consistently applied accounting principles and practices in Australia for a business of the size and nature conducted by the Company.
ASIC	Australian Securities and Investments Commission.
ASX	Australian Securities Exchange.
Board	the board of directors of the Company, any committee of the board or a duly authorised person or body to which the board has delegated its powers under this LTI Award.
Business Day	a day on which banks are open for business in Melbourne, Australia, excluding a Saturday, Sunday or a public holiday.
Company	Global Health Limited ACN 091 377 892.
Control	the meaning given in section 50AA of the Corporations Act.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Deal or Dealing	in relation to a Right or Share, any dealing, including but not limited to: <ul style="list-style-type: none"> (a) a sale, transfer, assignment, encumbrance, option, swap, or any other alienation of all or any part of the rights attaching to the Right or Share; (b) any attempt to do any of the actions set out in paragraph (a) above; and (c) any hedging (including any dealing with a derivative instrument intended to "lock in" a profit relating to the Rights or Shares), and any other transactions in financial products that operate to limit the economic risk associated with holding the Rights or Shares.
Exercise Period	the period during which Vested Rights may be exercised, as set out in

	Annexure A.
Expiry Date	the date by which Vested Rights must be exercised, as set out in Annexure A.
Group	the Company and its subsidiaries.
Invitation	this invitation to apply for Rights in accordance with the Plan Rules.
Issue Date	the date set out in Annexure A.
Listing Rules	the official Listing Rules of the ASX and any other exchange on which the Company is listed as they apply to the Company from time to time.
Performance Criteria	the performance criteria that must be met by the Rights holder, as set out in Annexure A.
Plan Rules	the rules of the Plan (as varied from time to time pursuant to the Plan Rules).
Right	an entitlement to receive a Share subject to satisfaction of applicable conditions (including any Vesting Condition or Performance Criteria) and compliance with the exercise procedure.
Share	a fully paid ordinary share in the capital of the Company.
Takeover Bid	the meaning given in section 9 of the Corporations Act.
Vest or Vesting	the process by which the holder of Rights becomes entitled to exercise the Rights.
Vesting Condition	the performance, service or other conditions that must be satisfied or circumstances which must exist before the Rights Vest, as set out in section 3.3(a).
Vesting Date	the date set out in Annexure A.
Vesting Period	the period from the Issue Date until the Vesting Date.

3.2 Grant of Rights

If an Application Form is received by 5:00pm (Melbourne Time) on **[Date]**, the Company will, subject to the conditions set out below, grant you 750,000 Rights, which will be convertible into 750,000 Shares once Vested and exercised (subject to the satisfaction of certain criteria).

Key terms of the Rights are as follows:

- (a) Rights will only be granted to you under this LTI Award if you are still an employee and/or director of the Group at the date the Rights are granted.
- (b) Rights will be granted to you free of charge.
- (c) Rights may only be granted in your name (or the name of a nominee), are not transferrable and, for such time as the Company is listed, the Listing Rules will apply.
- (d) The number of Rights you are granted may be adjusted in certain circumstances as set out in the Plan Rules.

- (e) Rights do not carry any dividend or voting rights until they are exercised.
- (f) Each Right entitles the holder to subscribe for one Share.
- (g) Rights may only be exercised after they have Vested in accordance with the Vesting Conditions and Performance Criteria.
- (h) The Rights are exercisable at nil exercise price.
- (i) The Rights expire on the Expiry Date.

3.3 Vesting of Rights

- (a) Subject to any express rule to the contrary, Rights will only Vest and become exercisable subject to satisfaction of the following **Vesting Conditions**:
 - (i) the Company achieving an average annual earnings per Share (**EPS**) for the Vesting Period of at least 1.6 cents. For the purposes of this calculation:
 - (A) the EPS for each year of the Vesting Period (being the financial years ending, 30 June 2022, 30 June 2023 and 30 June 2024) will be calculated in accordance with Australian Accounting Standards by reference to the annual audited financial accounts for that year; and
 - (B) the average annual EPS for the Company for the Vesting Period for the purposes of clause 3.3(a)(i) will be the arithmetic average of the EPS for each year of the Vesting Period as determined in accordance with clause 3.3(a)(i)(A); and
 - (ii) the Rights will only Vest under this LTI Award if you are still an employee and/or a director of the Company on the Vesting Date (failing which the Rights will lapse), and all other relevant conditions specified in this Invitation being satisfied or otherwise waived by the Board in accordance with section 3.3(c).
- (b) Subject to satisfaction of the Vesting Conditions, the number of Rights to Vest will be determined by the Board in accordance with the formula set out in section 3.8, having regard to your fulfilment of the Performance Criteria during the Vesting Period. For the avoidance of doubt, where the Board determines that the minimum expected Performance Criteria have not been met, the Board may determine that none of your Rights will Vest. Following this determination, all remaining unvested Rights will lapse.
- (c) Notwithstanding the provisions set out in sections 3.3(a) and 3.3(b) above, the Board may determine, at any time and in its absolute discretion, that:
 - (i) one or more of the Vesting Conditions are waived; and
 - (ii) all or any of the Rights will Vest immediately or at a date specified by the Board.
- (d) In making a determination under section 3.3(c), the Board will have regard to your satisfaction of the Performance Criteria as at the date of the determination, and any other factors which the Board considers relevant to such a determination.
- (e) Vesting occurs upon you receiving notice from the Company that Rights have Vested pursuant to this section 3.3.
- (f) If the Vesting of Rights would arise in a period where Dealings would be prohibited under the Plan Rules, the Board may determine that Vesting will be delayed until such time as Dealings are permitted.

3.4 Exercise of Vested Rights

- (a) The exercise of any Right will be effected in the form and manner determined by the Board.
- (b) Vested Rights are exercisable on any Business Day during the Exercise Period, subject to the Vesting Conditions being satisfied.
- (c) If you exercise less than the total number of your Vested Rights, the Company must cancel the Rights certificate (if any) and issue you a new certificate or holding statement for the remaining number of Rights you hold. You can exercise Vested Rights in up to four tranches and cannot exercise Vested Rights more than once in any period of three months.
- (d) Rights will be deemed to be exercised on the date that a Rights exercise form is received by the Company. The Company must within 10 days after the receipt of such form issue Shares in respect of the Rights exercised and cause a holding statement to be dispatched to the holder.
- (e) The Company will advise you at least 20 Business Days before the impending expiry of your Rights and such other details as the Listing Rules then prescribe, so as to enable you to determine whether or not to exercise your Rights during the Exercise Period.
- (f) Subject to rule 3.4(a), the exercise of Rights will be satisfied by the Company allocating Shares in accordance with rule 3.5.

3.5 Allocation of Shares following exercise of Rights

- (a) As soon as practicable following the exercise of Rights, the Company will issue to you the number of Shares in respect of which Rights have been exercised. No further action is required on your part.
- (b) Where possible, allocation of Shares will be timed to coincide with a trading window under the Company's Securities Trading Policy.
- (c) Subject to the Constitution and any applicable escrow arrangements, Shares allocated to you on exercise of Rights rank equally with other issued Shares from the date they are issued by the Company.
- (d) If applicable, the Company will apply to ASX for official quotation of the Shares issued on exercise of the Rights.

3.6 Lapse of Rights

The Plan Rules deal with circumstances in which your Rights may lapse. In summary, your Rights may lapse:

- (a) on expiry of the Exercise Period;
- (b) to the extent that the Vesting Conditions and Performance Criteria outlined in this Invitation are not satisfied within the relevant period;
- (c) upon cessation of your employment and/or directorship (as set out in section 3.7 of this Invitation);
- (d) to prevent you from becoming entitled to any inappropriate benefits (as summarised in section 3.9 of this Invitation);
- (e) in connection with a change of Control event (as set out in section 3.10 of this Invitation);
- (f) if you contravene the Dealing restrictions outlined in section 3.12 of this Invitation;

- (g) if you are declared bankrupt, become insolvent or make any arrangement or composition with your creditors generally;
- (h) if you notify the Company in writing that you elect to surrender your Rights; or
- (i) any other circumstances detailed in the Plan Rules.

3.7 Changes in employment

- (a) Where your employment and/or directorship with the Group is terminated due to your death, permanent disability or retirement, or in any other circumstances determined by the Board to be a “good leaver”:
 - (i) your Vested Rights will remain ‘on-foot’ and you are entitled to exercise them until the Expiry Date; and
 - (ii) any unvested Rights will Vest (subject to satisfaction of the Vesting Criteria) in accordance with the Performance Criteria formula set out in section 3.8 at the end of the Vesting Period, as if you had remained an employee or director until the Vesting Date, unless the Board determines otherwise.

However, the Board retains a discretion to lapse some or all of the Rights, to Vest only a portion of your Rights, depending on the circumstances in which your employment ceases.

- (b) Generally, if your employment and/or directorship with the Company ceases for any other reason than in “good leaver” circumstances (including, but not limited to, termination for cause, or due to your resignation):
 - (i) you are entitled to exercise your Vested Rights on or before the date your employment and/or directorship with the Company ceases, following which any Vested Rights will lapse with immediate effect, unless the Board (in its sole discretion) agrees to extend the exercise period; and
 - (ii) all of your unvested Rights will lapse with immediate effect from the date your employment and/or directorship ceases, unless otherwise determined by the Board.

However, the Board retains a discretion to determine to Vest or keep 'on foot' some or all of the Rights, depending on the circumstances in which your employment ceases.

- (c) In either case, you will be notified of the Board's decision, and the impact on your Rights, shortly after you cease employment.

3.8 Performance Criteria

- (a) The Performance Criteria that must be met by you for the Vesting Period in order for your Rights to Vest are set out in Annexure A.
- (b) The Board will determine, in its absolute discretion, whether and to what extent you have satisfied the Performance Criteria, and, accordingly, what percentage of your Rights (if any) will Vest.
- (c) Subject to clause 3.8(b), the Board will determine whether and to what extent you have satisfied the Performance Criteria, and, accordingly, what percentage of your Rights (if any) will Vest in accordance with the following formula, and the terms of the Performance Criteria set out in Annexure A:

$$V = (R * EPSW * EPSM) + (R * SaaSW * SaaSM) + (R * TSRW * TSRM)$$

Where:

- **V** equals the number of Rights that will Vest.
 - **R** equals the number of Rights granted to you.
 - **EPSW** equals the weighting allocated to the EPS criteria set out in Annexure A.
 - **EPSM** equals the multiple achieved by you in respect of the EPS criteria as set out in Annexure A.
 - **SaaSW** equals the weighting allocated to the SaaS criteria set out in Annexure A.
 - **SaaSM** equals the multiple achieved by you in respect of the SaaS criteria as set out in Annexure A.
 - **TSRW** equals the weighting allocated to the TSR criteria set out in Annexure A.
 - **TSRM** equals the multiple achieved by you in respect of the TSR criteria as set out in Annexure A.
- (d) The Board will make the determination as soon as practicable after the audited accounts for the Company for the financial year ending on the Vesting Date have been completed, and in any event by no later than 31 December 2026.
- (e) Following a determination by the Board in accordance with this clause 3.8, all remaining unvested Rights will lapse.

3.9 Preventing inappropriate benefits

The Plan Rules contain forfeiture and clawback provisions. A summary of these provisions is set out below.

If:

- (a) you act fraudulently or dishonestly;
- (b) you have engaged in gross misconduct;
- (c) you act in a manner which brings the Company, the Group or any company within the Group into disrepute;
- (d) you have breached your duties or obligations to the Group;
- (e) you are convicted or have judgment entered against you in connection with the Group's affairs;
- (f) there is a material misstatement or omission in the financial statements of a Group company or there are circumstances, which the Board considers may, or are likely to, affect the Group's financial soundness or require re-statement of the Group's financial accounts;
- (g) your Rights Vest (or may Vest) as a result of the fraud, dishonesty or breach of duties or obligations of any other person and the Board is of the opinion that the incentives would not have otherwise Vested; or
- (h) the Company is required by or entitled under law or Company policy to reclaim remuneration from you,

the Board may determine, at its absolute discretion, that:

- (i) your unvested Rights will lapse;

- (j) your Vested Rights may automatically expire;
- (k) Shares allocated to you upon Vesting and exercise of your Rights will be forfeited; and/or
- (l) you are required to pay as a debt any cash payment or dividends provided to you in respect of your award under the Plan.

You should refer to rules 6 and 7 of the Plan Rules for further details.

3.10 Change of Control

In summary, in the event of a Takeover Bid or other transaction, event or state of affairs that in the Board's opinion is likely to result in a change in Control of the Company or should otherwise be treated in accordance with rule 9 of the Plan Rules, the Board has the discretion to determine that Vesting of some or all of your Rights should be accelerated and that the remainder shall immediately lapse.

If an actual change of Control occurs before the Board has exercised this discretion:

- (a) a pro rata portion of your Rights, calculated based on the portion of the Vesting Period that has elapsed up to the date of the actual change of Control, will Vest in accordance with the Performance Criteria formula set out in section 3.8 (based on the Performance Criteria that have been satisfied as at the date of the change of Control); and
- (b) the Board retains a discretion to determine whether the remaining unvested Rights will Vest or lapse.

3.11 Rights issues and bonus issues

You cannot participate in new issues of securities by the Company prior to Vesting and exercise of your Rights and, once Vested, participation will be in accordance with the Plan Rules.

However, the Plan Rules include specific provisions dealing with rights issues, bonus issues and corporate actions and other corporate reconstructions. These provisions are intended to ensure that there is no material advantage or disadvantage to you in respect of your Rights as a result of such corporate actions. Rule 10 of the Plan Rules contains further details.

3.12 Restrictions on Dealing – Rights

- (a) Any Dealing in respect of Rights is prohibited, unless the Board determines otherwise or the Dealing is required by law.
- (b) If you purport to Deal with your Rights in contravention of this Invitation and the Plan Rules (including, for instance, by entering into a hedging or other arrangement in relation to your unvested Rights), your Rights will immediately lapse.
- (c) See Rule 5 of the Plan Rules for further details.

3.13 Restrictions on Dealing – Shares

- (a) You are prohibited from Dealing in Shares allocated to you on Vesting and exercise of your Rights for a period of two years from the Vesting Date. If you purport to Deal in Shares allocated to you on Vesting and exercise of your Rights during this period, your Shares will be deemed to immediately be forfeited.
- (b) Commencing on the date which is two years after the Vesting Date, you will be free to Deal in Shares allocated to you on Vesting and exercise of your Rights, subject to the requirements of the Company's Securities Trading Policy and the Corporations Act. A copy of the Policy is attached to this invitation letter and is also available on the ASX website at www.asx.com.au. You should review the Policy carefully and you must comply with it.

3.14 General

- (a) This Invitation, the Plan Rules and your rights and obligations as a Rights holder are governed by the laws of Victoria.
- (b) On acceptance of the grant of Rights, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.

4 Tax

There will be taxation implications arising for you in acquiring Rights. If you intend to apply for Rights, you must make your own independent assessment and investigation in regard to your taxation position as you deem necessary including seeking professional advice. You must base any decision you may make on such independent assessment, investigation or advice.

5 Not financial product advice

No financial product advice is provided in this Invitation and nothing in this Invitation should be taken to constitute a recommendation or statement of opinion that is intended to influence a person or persons in making a decision to apply for Rights. This Invitation does not take into account the objectives, financial situation or needs of any particular person.

Before acting on the information contained in this Invitation, or making a decision to apply for Rights, you should seek professional advice from an independent person who is licensed by ASIC to give such advice as to whether acquiring Rights is appropriate in light of your own circumstances. The Company does not hold an Australian financial services licence.

6 General information

6.1 Read this Invitation

Before deciding how to respond to this Invitation, you should read this Invitation and the Plan Rules. Together these documents set out all of the terms of the grant of Rights, so you should retain them in a safe place for future reference.

6.2 No obligation

You are not obliged to participate in the grant of Rights and there will be no other advantages or disadvantages to your employment whatever your decision.

The decision whether or not to participate is yours to make based on your own circumstances and after you have obtained any further advice you feel you require.

6.3 Purpose

Any securities issued in accordance with this LTI Award are issued as an incentive to promote mutual interdependence between you and the Company and to further align your interests with the interests of the Company's shareholders. They are not issued by the Company for the purpose of fundraising or on-sale.

6.4 Nominee

You may, subject to approval by the Board, apply to have your Rights issued to:

- (a) an immediate family member;

- (b) a company whose members comprise no persons other than you or your immediate family members; or
- (c) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) where you are a director of the trustee.

7 Further information

Should you have any further queries or require further information in relation to this invitation, please contact Sam Butcher on 0418 339 578 or by email to sam.butcher@drascombe.com.au.

Details of the current market price of the Company's Shares are available on the ASX website, <http://www.asx.com.au/>.

USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE SHORT TERM INCENTIVE AND THE LONG TERM INCENTIVE AWARD UNDER THE GLOBAL HEALTH LIMITED EQUITY INCENTIVE PLAN

**Global Health Limited
ACN 091 377 892**

FY21 Short Term Incentive and Long Term Incentive Offer

Offer Invitation Application Form

To be valid, this Application Form must be received by the Company **no later than 5:00pm** (Melbourne time) on [date].

You can return this Application Form to the Company by emailing a scanned copy to sam.butcher@drascombe.com.au.

Attn: Company Secretary, Global Health Limited

I, whose full name and address appear below, declare that I elect to participate in the Short Term Incentive and the Long Term Incentive Award under the Equity Incentive Plan.

I understand that by completing this Application Form and returning it to the Company, I, or my nominee, will be granted Rights in accordance with the terms of the LTI Award as set out in the Global Health Limited Equity Incentive Plan Rules and the letters dated [date].

1. Employee's Details

Name

Address

2. Nominated Person's Details

As set out in section 6.4 of your Invitation, you are entitled to be granted the Rights personally, or you can nominate another person or entity to act as your nominee. If you are applying to have Rights issued to a nominee, please also provide your nominated person's details in the box below.

The Board may require further information to be provided before deciding whether or not to approve the issue of Rights to a nominated person.

Nominated Person's
Name

Nominated Person's
Address

Nominated person's
relationship to you
(please tick)

<input type="checkbox"/>	Immediate family member.
<input type="checkbox"/>	Company whose members comprise no persons other than you or your immediate family members.
<input type="checkbox"/>	Corporate trustee of a self-managed superannuation fund (within the meaning of the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)) where you are a director of the trustee.

3. Number of Rights

If you wish to apply for a lesser number of Rights than your full entitlement, please insert the lesser number in the box below. If nothing is inserted in this box you will be taken to have applied for the full number of Rights set out in your Invitation.

Number of Rights	
------------------	--

4. Application and signature

Please read the following declarations and print your name, sign and date the form, in the space provided.

By signing this Application, you and your nominated person (if applicable) declare that:

- all the details provided in this Application Form are true and correct; and
- they have read and understood the Invitation, Plan Rules and this Application Form.

**Full name of
Participant:**

**Full name of
nominated person
(if applicable):**

Signature:

Signature:

Date:

Date:

Application Forms received after 5:00pm (Melbourne Time) on [date] will not be effective. If your Application Form is not received before this time, unless the Board exercises its discretion otherwise, you will not be allocated any Rights and you will be taken to have elected not to accept the offer of Rights by Global Health Limited.

Annexure A – Details of Rights

1. Details of Rights

Eligible Participant	Michael Davies
Address	8 Murray Street Yaraville Vic 3013
Number of Rights	750,000
Issue Date	With effect from 1 July 2021
Issue Price	Nil.
Type of Rights	Each Right is to acquire one (1) ordinary share to be issued by the Company.
Vesting Date	30 June 2026.
Vesting Period	From the Issue Date to the Vesting Date.
Vesting Conditions	Refer to section 3.3 of the Invitation.
Exercise Period	From the date on which the Company makes a determination in accordance with clause 3.8 until the Expiry Date.
Expiry Date	30 June 2029

2. Performance Criteria

Item	Methodology	Item Weighting	Criteria	Multiple
Earnings Per Share (annual average)	To be calculated using the methodology in clause 3.3(a)(i).	35%	Up to 1.60 cents per share	0
			From 1.60 to 3.20 cents per share	0.5
			From 3.20 to 4.80 cents per share	0.75
			Above 4.80 cents per share	1.00
SaaS Revenue (average \$ mil)	The arithmetic average of the SaaS revenue of the Company and its subsidiaries for each year of the Vesting Period (being the financial years ending, 30 June 2022, 2023, 2024, 2025 and 2026). The SaaS revenue for these purposes will be calculated according to Australian Accounting Standards and such other methods as the Company reasonably determines.	45%	Up to \$1.0 million	0
			From \$1.0 million to \$1.5 million	0.5
			From \$1.5 million to \$2.0 million	0.75
			Above \$2.0 million	1
Total Shareholder Return (CAGR %)	Shareholder return in the form of the Company's compound annual growth rate (CAGR) for the Vesting Period, calculated according to Australian Accounting Standards and such other methods as the Company reasonably determines.	20%	Up to 30% CAGR	0
			From 30% to 60% CAGR	0.5
			From 60% to 80% CAGR	0.75
			Above 80% CAGR	1

Employment Agreement

Global Health Limited (ACN: 091 377 892)

and

Mathew Cherian

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Date:

Parties

Global Health Limited (**Employer**)

Mathew Cherian (**Employee**)

Background

- A. The Employer carries on the business of developing, marketing and supporting application software for the healthcare industry.
- B. The Employee is currently employed by the Employer as Managing Director and Chief Executive Officer.
- C. The Employer wishes to employ a new Chief Executive Officer and the parties agree that the Employee will transition to a new role and be employed in the position of Executive Director.
- D. The parties have agreed that the Employee will be employed by the Employer on the terms set out in this Agreement.

It is agreed

1. Definitions

In this Agreement, except to the extent the context otherwise requires:

'Agreement' means this Employment Agreement;

'ASX' means the Australian Stock Exchange Limited;

'Board' means the board of directors of the Employer;

'Business' means the business carried on by the Employer;

'Capacity' means being:

- (a) in partnership or in association with anybody else;
- (b) a principal, agent, consultant, adviser, representative, director, officer or employee in a role similar to that which the Employee performs for the Employer under this agreement or anybody else;
- (c) a trustee or anybody else.

'Commencement Date' means a date to be agreed;

'Competing Business' means a business (whether operated as a company, partnership or sole trader) which carries on an activity the same as, similar to, or competitive with, any activity engaged in by the Employer during the 12 months immediately preceding termination of the Employment or during the Restraint Period.

'Confidential Information' means information of the Employer which is of a confidential character. Confidential Information includes the trade secrets and all other information regarding the affairs of the Employer which becomes known to the Employee in circumstances where the Employee knows or ought to know that the information is to be treated as confidential and includes, without limitation:

- (a) information marked as "confidential" or to like effect;
- (b) information the Employee is told is confidential or should be kept confidential;
- (c) information disclosed to the Employee in circumstances that would, to a reasonable person, indicate that the information is sensitive commercial information or information of a kind which, if disclosed to third parties, could or might cause the Employer loss or damage (including damage to reputation);
- (d) trade secrets of the Employer;
- (e) Intellectual Property of the Employer;
- (f) market sensitive information;
- (g) contractual information, formulae, technical information, plans and product specifications;
- (h) notes and developments regarding Confidential Information;

- (i) strategic information regarding the Employer's business plans and forecasts, including but not limited to target markets, target segments of markets, plans with regard to premises;
- (j) information regarding the financial or business affairs of the Employer, including but not limited to financial records, reports, accounts, board papers and reports, proposals, profits, salaries and wages paid, assets and liabilities and bad debts;
- (k) quotations and tenders submitted or prepared for submission to customers or potential customers, including information regarding the methods by which the Employer calculates the amounts contained in tenders, the methods by which tenders are prepared and the information contained in tenders;
- (l) client lists, names of customer contacts and terms of trade with clients Identified Prospective Client lists, names of Identified Prospective Client contacts and terms of trade with Identified Prospective Clients ;
- (m) supplier lists, names of supplier contacts and terms of trade with suppliers, except where that information is available to and known by the public otherwise than through the wrongful acts of the Employee;
- (n) information about potential suppliers to the Employer to the extent that that information is not generally known to the public and to the extent that the combination of suppliers or use of a particular supplier, though generally known or available, yields advantages to the Employer the details of which are not generally known;
- (o) marketing information regarding details about the Employer's position in the market place or segments of the market place, competitors' position in the market place or in segments of the market place, marketing plans and strategies;
- (p) any arrangements or terms of trade with a customer, identified prospective client or actual or prospective suppliers, joint venture partners, financiers or investors;
- (q) personnel information regarding other staff including, but not limited to, the terms on which they are employed;
- (r) procedures/ processes/ systems relating to the operation of the Employer's business that contribute to the sustainable competitive advantages of the Employer's business; and
- (s) the terms and conditions of this Agreement;
- (t) any discussion, negotiation or agreement between the Employer and the Employee regarding the performance of the Employee, or the termination or cessation of the Employment;
- (u) business systems, and operating procedures or manuals;
- (v) any other information confidential to the Employer or any Related Corporation;

'Corporations Act' means the *Corporations Act 2001(Cth)*.

'Client' means any person, company, organisation or entity that purchases, or has previously purchased products and services of the Employer.

'Employer' means Global Health Limited of Level 2 696 Bourke Street Melbourne.

‘Employment Period’ means the period commencing on the Commencement Date and continuing until the Termination Date;

‘Employee’ means Mathew Cherian of Unit 1806, 2-14 Albert Road, South Melbourne 3205 Victoria

‘Fair Work Act’ means the *Fair Work Act 2009 (Cth)* (as amended);

‘Industrial Instrument’ means any law or statutory instrument (including any award, collective agreement or enterprise agreement) prescribing minimum terms and conditions of employment and applicable to the Employee’s employment under this Agreement.

‘Intellectual Property Right’ means an invention, discovery, secret process, trade mark, service mark, copyright, design, patent, know how, trade, business, company or domain name, inventions, process (whether in writing or recorded in any form), any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields and any other intellectual property right throughout the world which is:

- (a) related to or connected with the business or a product or service of the Employer, a Related Corporation; and
- (b) invented, created, produced or conceived by the Employee (whether alone or jointly with another person) in the course of his employment by the Employer;

‘Identified Prospective Client’ includes organisations, businesses, entities or individuals that have been identified by the Employer as an opportunity for obtaining future business (whether directly or through referral of other business).

‘Modern Award’ has the meaning contained in the Fair Work Act.

‘Moral Rights’ mean the moral rights conferred upon the author of a Work by Part IX of the *Copyright Act 1968 (Cth)* (as amended);

‘Position Description’ means a written communication setting out the Employee’s general and key functions, key internal and external relationships, key performance indicators, limits of authority and positions reporting to the position that may be provided to the Employee by the Board as a description of the Employee’s role.

‘Property’ means property of the Employer, and includes Confidential Information, Intellectual Property, documents, equipment, software, computer and electronic information (wherever it is stored), keys and access cards;

‘Related Corporation’ means:

- (c) a body corporate which is a related body corporate to the Employer and has the meaning given to that term by the Corporations Act ;
- (d) any body corporate not less than 30% of whose ordinary shares are held for the time being by or on behalf of the Employer or a body corporate related to the Employer; or
- (e) any unit trust not less than 30% of whose ordinary units are held for the time being by or on behalf of the Employer or a body corporate related to the Employer;

'Remuneration Package' means the Salary, Superannuation, bonus scheme and any additional benefits referred to in clause 5 of this Agreement, as varied from time to time in accordance with this Agreement;

'Restraint Area' means each of the following areas separately:

- (a) Australia;
- (b) Victoria; or
- (c) Melbourne.

Restraint Period means each of the following periods separately:

- (a) 12 months;
- (b) 6 months; or
- (c) 3 months.

'Salary' means the annual base cash component of the Remuneration Package referred to in clause 5.1, as reviewed from time to time in accordance with clause 5.4 of this Agreement;

'Superannuation' means the annual Employer contribution, which shall be limited by any maximum superannuation contribution base, referred to in clause 5.3 of this Agreement to the designated approved Superannuation fund, to be 10% of base salary after 1 July 2021;

'Termination Date' means the last date of employment;

'Works' is defined in the *Copyright Act 1968* (Cth).

2. Appointment

2.1 Employment

The Employee will be employed by the Employer in the position of Executive Director, reporting to the Board on the terms of this Agreement. The existing contract of employment between the Employer and the Employee dated 30 January 2013 is terminated by mutual agreement with effect from the Commencement Date.

2.2 Term of employment

- (a) The Employee is employed for the Employment Period.
- (b) The Employee is to work from the Employer's premises at Level 2 696 Bourke Street Melbourne, or from home, or such other location as agreed between the Employer and Employee.
- (c) The Employee may also be required to travel to other locations, either interstate or overseas, as may be reasonably necessary to perform the Employee's duties.
- (d) The Employee will work a minimum of five days per week from the Employer's premises unless traveling to other locations, either interstate or overseas, as may be reasonably necessary to perform the Employee's duties.

2.3 Breach of other obligations

The Employee warrants to the Employer that, by entering into this Agreement and performing the Employee's duties under it, the Employee will not breach any other obligation binding on the Employee.

2.4 Changes to the Employee's position

If the Employee's duties change, this Agreement will continue to apply to the Employee's employment unless the Employee and the Employer enter into a new written agreement, or vary this agreement in writing.

3. Duties of the Employee

3.1 Duties

- (a) The Employee must perform all the duties reasonably associated with the position of Executive Director including those set out in any Position Description.
- (a) During the Employment Period, the Employee must also:
 - (i) assume and exercise the powers and perform the duties of Executive Director of the Employer with all due care and skill, and to the best of the Employee's knowledge and abilities;
 - (ii) perform such duties and exercise such powers, authorities and discretions in relation to the business of the Employer as the Chairman and Board may from time to time reasonably delegate or assign to, or require of, the Employee;
 - (iii) observe and comply with the orders, instructions, directions, restrictions, regulations, delegations and authority levels made or given by the Chairman and Board from time to time;
 - (iv) comply with all legal requirements, statutory or otherwise, pertaining to the Employee's position and responsibilities under this Agreement, and use all reasonable endeavours to ensure the Employer complies with laws and regulations; and
 - (v) faithfully and diligently serve the Employer and at all times use the Employee's best endeavours to promote the interests, welfare, profitability, growth and reputation of the Employer;
 - (vi) act in the Employer's best interests;
 - (vii) not act, or be seen to be acting, in conflict with the best interests of the Employer, and if such conflict appears possible or arises, the Employee must notify the Chairman at the earliest opportunity; and
 - (viii) subject to clause 4.3, refrain from acting, or being seen to act, in conflict with the Employer's best interests;
 - (ix) act in a professional, ethical and lawful manner;

- (x) perform services for the Employer without further remuneration unless otherwise agreed.
- (b) In consultation with the Employee, the Employer may set reasonable Key Performance Indicators for the Employee to achieve from time to time.

3.2 Duty of Good Faith and Fidelity

Nothing in this Agreement will be construed to limit the Employee's duties to the Employer including duties of good faith or fidelity and any other duties implied at law.

3.3 Compliance with directions

The Employee must comply with all reasonable and lawful directions given to the Employee by the Employer.

3.4 Reporting

The Employee must report to the Board (or any person or persons nominated by the Board from time to time) promptly and fully with the information they require relating to the Employee's responsibilities and the performance of the Employee's duties.

3.5 Policies and Procedures

- (a) The Employee must comply with the Employer's policies, procedures and business processes as a condition of employment.
- (b) The parties acknowledge that:
 - (i) the policies and procedures do not form part of this Agreement;
 - (ii) the policies of the Employer set out and clarify certain matters which may benefit both the Employer and the Employee;
 - (iii) prior to entering into this Agreement, the Employee was provided with an opportunity to review and consider all policies as were current at the date of this Agreement;
 - (iv) to the extent that they describe "obligations" on the Employer, the policies are not terms of this Agreement and may be observed, varied or disregarded by the Employer in their absolute discretion;
 - (v) the Employer may introduce new policies and procedures and procedures from time to time.

4. Performance of duties

4.1 Full time appointment

- (a) Unless absent on leave for reasons permitted under this Agreement or as varied in accordance with a written agreement between the Employer and the Employee, the Employee must devote the whole of the Employee's time, attention and skill exclusively to the business of the Employer during all business hours and at other times reasonably necessary to fulfil the Employee's duties (which may include public holidays or weekends).

- (b) The Employee acknowledges that the requirement to work these hours is reasonable given nature of the role and the Remuneration Package provided under this Agreement.
- (c) The Remuneration Package provided to or for the Employee under this Agreement constitutes full payment for all hours worked by the Employee.
- (d) Clause 4.1(a) is to be read subject to the consent of the Board which is referred to in clause 4.3.

4.2 Promotion of Employer's interests

The Employee must use the Employee's best endeavours to promote the financial position, profits, prospects, welfare and reputation of the Employer, and any Related Corporation and not intentionally do anything which is, or may be, harmful to those interests.

4.3 Other business, occupation or directorships

During the Employment Period the Employee must not carry on nor be concerned in a business or occupation nor hold a directorship of another corporation without the prior written consent of the Chairman. This restriction does not preclude the Employee from holding shares in companies listed on a recognised stock exchange without the Board's written consent if the Employee holds less than 5% of the issued shares in any class of one company.

4.4 Benefits from other sources

- (a) The Employee must not accept a benefit in money or in kind from any person as an inducement or reward in connection with:
 - (i) an act or forbearance in connection with their Employment; or
 - (ii) any business carried on by or on behalf of the Employer.
- (b) This clause does not prohibit the receipt of:
 - (i) publicly advertised benefits such as frequent flier benefits; or
 - (ii) invitations to business, sporting or social events; or
 - (iii) minor gifts with a maximum value of \$100 received by the Employee. This includes 2 or more gifts received by the Employee from the same or related entities with a total maximum value of \$100.

5. Remuneration

5.1 Salary

The Employee is entitled to a remuneration package of \$300,000.00. This amount excludes superannuation but is inclusive of all other payments including salary, a car allowance and fringe benefits tax.

5.2 Payment of Salary

The Salary is payable (less tax):

- (a) by equal fortnightly instalments in arrears, or more frequently at the Employer's sole discretion; and
- (b) by electronic funds transfer to a bank account in Australia nominated by the Employee, or as may otherwise be agreed.

5.3 Superannuation

- (a) The Employer will pay that percentage of superannuation (based on the Salary) which the Employer is statutorily obliged to pay on the Employee's behalf into the nominated superannuation fund, currently set at 9.5% of the base salary.
- (b) Subject to any applicable regulatory requirements relating to effective wage or salary sacrificing arrangements, the Employee may sacrifice part of their Salary in return for additional superannuation contributions by the Employer.

5.4 Review of Remuneration Package

The Employee's Remuneration Package will be reviewed annually by the Board. A review will not necessarily result in an increase in the Remuneration Package.

5.5 No other benefits

- (a) As far as legally allowed, the Employee's Remuneration Package is inclusive of all legal entitlements the Employee has to payment for work performed including, but not limited to, minimum wages, overtime, penalty payments for out of hours work or working weekends or public holidays, shift loadings any other loadings (including annual leave loading), and all allowances.
- (b) The Employee agrees that the Employer may set off the value of all of the benefits paid to or for them under this Agreement against any entitlement the Employee may have under any Industrial Instrument to payment for work performed.

5.6 Deductions

The Employer may deduct from any part of the Salary payable to the Employee from time to time (including, to the extent permitted by law, amounts payable on termination of the Employee's employment) any amounts owed by the Employee on any account to the Employer.

6. Out-of-pocket expenses

6.1 Reimbursement

The Employer must reimburse the Employee for all reasonable expenses properly incurred by the Employee in the performance of the Employee's duties, pursuant to the Employer's policy guidelines.

6.2 Substantiation

The Employee must:

- (a) provide receipts or other documentary evidence of payment satisfactory to the Employer and the purpose of each expense in a form reasonably required by the Employer to support each claim for reimbursement; and

- (b) keep those records of expenses reasonably required by the Employer to meet income tax, fringe benefits tax and other statutory requirements.

7. Leave entitlements

7.1 Annual leave

- (a) During each completed year of the Employment Period the Employee is entitled to four weeks paid annual leave (provided that annual leave does not accrue during any period of unpaid leave). Annual leave accrues progressively and is cumulative. The Employee must give reasonable notice of the Employee's intention to take annual leave and use reasonable endeavours to take leave at times convenient to the Employer.
- (b) The Employer may direct the Employee to take accrued annual leave after giving the Employee four weeks' written notice if the Employee has more than 8 weeks accrued annual leave.
- (c) The Employee may be required to take annual leave over the Christmas holiday period or any period of business shutdown.
- (d) While on annual leave, the Employee must not engage in any conduct that is inconsistent with this Agreement or the Employee's obligations to the Employer.
- (e) If the employment ends, the Employer will pay any unused accrued annual leave.

7.2 Personal leave

- (a) The Employee is entitled to 10 days paid personal leave for each completed year of the Employment Period. Such personal leave entitlements are cumulative, but are not paid out on termination of this Agreement.
- (b) Personal leave can be taken in the following circumstances:
 - (i) due to personal illness or injury (sick leave); or
 - (ii) for the purpose of caring for a member of the Employee's immediate family or household who is sick or due to an unexpected emergency requires the Employee's care and support (carer's leave).
- (c) The Employer may request the Employee to provide documentary evidence to the Employer's satisfaction of the Employee's entitlement to take personal leave.

7.3 Long service leave entitlement

The Employee is entitled to long service leave in accordance with the legislation of the State in which the Employee is employed.

7.4 Other Leave

The Employee is entitled to parental leave, compassionate leave and other leave in accordance with the provisions of the Fair Work Act.

8. Public holidays

- (a) The Employee will usually be entitled to paid leave on gazetted public holidays in the State in which the Employee works.
- (b) From time to time the Employee may be required to work, and agrees to work, on a public holiday in order to fulfil the requirements of the position. The Employee's Remuneration Package includes an amount to compensate for this.

9. Confidential information

9.1 Acknowledgment

The Employee acknowledges that:

- (a) the Employer's Confidential Information is at all times solely and exclusively the property of the Employer;
- (b) the Confidential Information:
 - (i) has been and will be created, developed or acquired by the Employer at its initiative and expense; or
 - (ii) is owned by third parties and the Employer wishes to keep it confidential (as a result of the Employer being under an obligation of confidence in relation to that information or otherwise);
- (c) the Employer desires to protect and preserve the confidential character of the Confidential Information;
- (d) the Employer has spent and will spend effort and money in establishing and maintaining its Client base, employee skills and the Confidential Information;
- (e) during the Employment Period, the Employee will acquire the Confidential Information, experience, trade secrets, know-how and particular skills in the business of the Employer;
- (f) the Confidential Information is of special, confidential, unique and invaluable nature such that an award of damages or an account of profits would be inadequate to compensate the Employer for unauthorised disclosure or use of the Confidential Information;
- (g) the Employee is subject to obligations in relation to the Employer's Confidential Information by reason of this Agreement;
- (h) the Employee is subject to obligations in relation to the Employer's Confidential Information in equity and under the common law;
- (i) the Corporations Act creates certain obligations upon the Employee in respect of use or disclosure of information; and
- (j) harm may be caused to the Employer by unauthorised disclosure of Confidential Information.

9.2 Maintenance of confidentiality

The Employee agrees that the Employee will:

- (a) not, without the Employer's permission, disclose or use its Confidential Information;
- (b) ensure that proper and secure storage is provided for Confidential Information while in the possession or under the control of the Employee;
- (c) not make a copy or other record of Confidential Information except in the proper performance of the Employee's duties;
- (d) use the Employer's Confidential Information only for the legitimate purposes of the business of the Employer;
- (e) take all reasonable action that the Employer asks them to take, at any time, to protect the Employer's interest in its Confidential Information;
- (f) not disclose Confidential Information to any person other than:
 - (i) as directed by the Employer;
 - (ii) where required for the performance of duties; or
 - (iii) to the Employee's legal and financial advisors;
- (g) keep confidential the fact that Confidential Information has been provided to the Employee and other employees, servants and/or agents of the Employer; and
- (h) in relation to any disclosure of the Employer's Confidential Information allowed under this Agreement – only disclose the information where the Employee is satisfied, upon reasonable grounds, that the disclosure:
 - (i) is in the Employer's commercial interests; and
 - (ii) will not compromise the Employer's interest in the information.

9.3 Information publicly available

The Employee's obligations here do not apply to:

- (a) information that is or becomes publicly available, unless the information has only become publicly available because of a breach, by the Employee or anyone else, of the Employer's confidence; or
- (b) disclosures of the Employer's Confidential Information that are legally required, provided the Employee has made reasonable attempts to avoid disclosure and have given the Employer a reasonable opportunity to protect its interest in the information.

9.4 Uncertainty

If the Employee is uncertain whether:

- (a) particular information is the Employer's Confidential Information; or

- (b) particular information is publicly available,

the Employee shall treat such information as the Employer's Confidential Information and is taken not to be publicly available unless the Employer informs the Employee in writing to the contrary.

9.5 Use during and after Employment Period

- (a) The Employee must comply with his obligations in respect of the Employer's Confidential Information both during the Employment Period and after termination of employment.
- (b) When the Employee discloses Confidential Information as permitted by clause 9.2(f) and 9.2(h), the Employee must ensure that whoever it is disclosed to is made aware of its confidential nature.
- (c) If the Employee is obliged by law to disclose any Confidential Information (or anticipates that the Employee may be so obliged), the Employee must immediately notify the Employer of the actual or anticipated requirement and use all lawful means to delay and withhold disclosure until the Employer has had a reasonable opportunity to oppose disclosure by lawful means.
- (d) The Employee's obligations under this clause apply during the Employment and after its termination.

10. Intellectual property rights

10.1 Ownership

- (a) The Employee warrants that the Employee does not have any right or interest in respect of any Intellectual Property owned, used or capable of being used by the Employer.
- (b) To the extent that the Employee has any right or interest in Intellectual Property owned, used or capable of being used by the Employer, the Employee assigns that Intellectual Property to the Employer.
- (c) The Employer owns all Intellectual Property that the Employee develops or conceives in the course of or arising out of the employment, whether alone or in conjunction with someone else, and whether during or outside working hours:
 - (i) using the Employer's or any of the Customer's premises, resources or facilities;
 - (ii) in the course of, as a consequence of, or in relation to, the performance of the duties;
 - (iii) directly or indirectly as a result of the Employee's or anybody else's access to the Confidential Information or other Intellectual Property of the Employer, or Customer's Confidential Information or Intellectual Property;
 - (iv) in respect of or associated with any of the Employer's products or services and any alterations or additions or methods of making, using, marketing, selling or providing these products or services; or
 - (v) relating to other Intellectual Property,

and the Employee hereby assigns all such Intellectual Property to the Employer.

10.2 Disclosure

The Employee must disclose in writing to the Employer:

- (a) any Intellectual Property Right immediately after it is conceived or brought into existence;
- (b) any matter which may come to the Employee's attention during the Employment Period, which may be of interest, importance or use to the Employer;
- (c) any proposal for improvements which may be of interest, importance or use to the Employer.

10.3 Assistance by Employee

The Employee must at the expense of the Employer execute all documents and do all other things reasonably necessary to:

- (a) enable the Employer or its nominee to obtain letters patent, design registration or other official protection for the Employer's interest in each of its Intellectual Property Rights; and
- (b) transfer to the Employer or its nominee the full ownership of each of its Intellectual Property Rights.

10.4 No Reproduction

The Employee may not make use of or reproduce any Intellectual Property owned by the Employer without prior written approval, other than in the ordinary course of the employment.

10.5 Power of attorney

The Employee irrevocably appoints the Employer to be the Employee's attorney and in the Employee's name on the Employee's behalf and as the Employee's act and deed to:

- (a) execute all documents; and
- (b) do and perform any or all other acts, matters or things,

necessary to give to the Employer the full benefit of each of its Intellectual Property Rights.

10.6 Moral rights

The Employee consents to the Employer infringing any Moral Rights that the Employee may have or become entitled to in any Work created in the course of the Employee's employment.

10.7 Continuing obligations

The obligations of the Employee relating to Intellectual Property Rights continue after the termination of this Agreement.

11. Remedies for breach

The Employee acknowledges that:

- (a) a breach of any of clauses 9, 10 or 1616, would be harmful to the legitimate business interests of the Employer; and

- (b) monetary damages alone may not be a sufficient remedy for a breach of any of these clauses; and
- (c) in addition to any other remedy which may be available in law or equity, the Employer or any other aggrieved party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent a breach of these clauses and to compel performance of them.

12. Company property

12.1 Access to Employer property

While the Employee may, during the course of and for the purposes of their employment, have access to and possession of physical items which are the Employer's property, including Confidential Information or Intellectual Property, the Employer may ask them to return any of this property to it at any time.

12.2 Return of Employer property

The Employee agrees to return the Employer's property which is in the Employee's possession, power or control to the Employer immediately when asked and upon termination of their employment.

12.3 Retention of Employer Property

Except for the purposes of the Employee's employment under this Agreement, the Employee is not entitled to retain any property of the Employer, including copies of documents the originals of which are property of the Employer.

13. Termination

13.1 Termination with notice

- (a) Subject to clause **Error! Reference source not found.**, the employment of the Employee may be terminated by:
 - (i) the Employer giving the Employee six (6) months' written notice of termination, or
 - (ii) the Employee giving the Employer three (3) months' written notice of termination.

13.2 Employer's election on termination

If either the Employer or the Employee gives notice of termination to the other under clause **13.1Error! Reference source not found.**, the Employer may terminate the employment of the Employee immediately or at any time during the notice period and pay to the Employee the Employee's current Salary (less tax) together with Superannuation.

13.3 Termination by Employer without notice or pay in lieu

The Employer may immediately terminate the employment of the Employee by giving written notice of termination, without any period of notice or pay in lieu to the Employee, if the Employee:

- (a) engages in any act or omission constituting serious misconduct (whether or not the misconduct occurs, or has occurred, prior to or after the date of this Agreement);

- (b) refuses or neglects to comply with any lawful and reasonable instruction given to them by the Employer, the Board or any other person duly authorised by the Board;
- (c) becomes bankrupt or compounds with the Employee's creditors or any of them or assigns the Employee's estate for the benefit of the Employee's creditors or any of them;
- (d) is dealt with by a court for an offence, whether or not a conviction is recorded, involving fraud or dishonesty or any other serious offence which is punishable by imprisonment (whether or not the Employee is imprisoned);
- (e) has, whether prior to or during the Employment Period, provided the Employer with information about their qualifications, experience, character or reputation which is misleading or was intended to be false or misleading;
- (f) fails to remedy, to the reasonable satisfaction of the Board, a serious or persistent breach of this Agreement within 14 days of receiving notice of such breach from the Board;
- (g) is, in the reasonable opinion of the Board, dishonest or engages in conduct which may result in significant harm to the Employer or Related Corporation; or
- (h) is precluded by the provisions of the Corporations Act from taking part in the management of a corporation, or being disqualified for any reason from holding office at the Employer, or a Related Corporation.

13.4 Garden Leave

If either the Employer or the Employee gives notice of termination, the Employer may direct the Employee at any time during the notice period not to attend work, or not to perform all or part of the Employee's duties.

14. Suspension from duty

- 14.1 If the Employer forms the view that the Employee's conduct, capacity or performance may warrant disciplinary action, the Employer may suspend the Employee from duty with pay or direct the Employee to perform work in a different position pending the outcome of an investigation.

15. Consequences of termination

15.1 Acts after termination of employment

- (a) On or before the Termination Date the Employee must:
 - (i) deliver to the Employer all records of Confidential Information, including contact records, in the Employee's possession which are physically capable of delivery;
 - (ii) permanently erase all records of Confidential Information from all electronic devices and/or electronic storage devices owned by the Employee;
 - (iii) if a car owned or leased by the Employer is being utilised by the Employee, return the car and its keys to the Employer at a place nominated by the Employer unless the car is then purchased or leased by the Employee;
 - (iv) deliver to the Employer all business cards, credit and charge cards issued to the Employee by or on behalf of the Employer; and

- (v) subject to any express written agreement to the contrary, immediately repay the Employer all sums which may be owing by the Employee to the Employer, whether such sums are then due or not.
- (b) The Employer is not liable for any loss of personal data stored in a personal organiser or other electronic storage device which occurs in any way during the permanent erasure of Confidential Information.
- (c) After the Termination Date, the Employee must not represent as being currently employed by or connected with the Employer.

16. Restraint after Employment Ceases

16.1 Acknowledgement

The Employee acknowledges each of the following matters:

- (a) In the course of his employment, he will have:
 - (i) access to and gain knowledge and Confidential Information related to the Business and the Employer, and be required to use that information to perform his duties;
 - (ii) a position of leadership enabling the Employee to have a degree of influence over the Employer's employees; and
 - (iii) the opportunity to acquire a detailed knowledge of clients, suppliers and contractors of or to the Employer.
- (b) The Employer has spent and will spend effort and money in establishing and maintaining its business, the Employee's skills and the Confidential Information.
- (c) The matters set out in this clause 16.1 amount to legitimate business interests of the Employer. Disclosure of, or interference with, any of those matters could materially harm the Employer and its legitimate business interests.
- (d) The Employer wants to preserve the confidential character of all Confidential Information, and to the extent that it is owned by third parties, the Employer wants (and may be obliged) to keep it confidential (as a result of its obligation/s of confidence in relation to that information or otherwise).
- (e) In light of the matters set out in this clause 16.1:
 - (i) the restrictions in clause 16.2 are reasonable and reasonably necessary for the protection of the goodwill and legitimate business interests of the Employer;
 - (ii) it is reasonable for the Employee to continue to be bound by the obligations set out in clause 16.2 and the obligations survive the termination of the Employee's employment for any reason;
 - (iii) the remedy of damages may be inadequate to protect the interests of the Employer and, the Employer is entitled to seek injunctive relief, specific performance, other equitable relief or any other remedy, in any Court, for any threatened or actual breach; and
 - (iv) the Employer is relying on the acknowledgments in this clause as a matter fundamental to the Employee's employment.

16.2 Restrictions

- (a) Having regard to the acknowledgements set out in clause 16.1 the Employee will not, during the Restraint Period within any of the Restraint Areas, either directly or indirectly, on his own account, jointly or with any other person or otherwise:
- (i) carry on, operate, be engaged, interested or employed in a Competing Business.
 - (ii) canvass, solicit, approach or accept an approach from a person who was a Client;
 - (iii) persuade any Supplier to cease dealing with the Employer or reduce the dealings they have customarily had or contemplated having with the Employer;
 - (iv) solicit, induce, encourage or attempt to solicit, induce or encourage any person with whose skills and abilities the Employer is familiar, to leave their employment with the Employer; or
 - (v) induce, counsel, procure or otherwise assist any persons to do any of the acts referred to in clauses 16.2(a)(ii) to 16.2(a)(v).
- (b) Clause 16.2 does not prevent the Employee from having a shareholding of up to 5% in a company listed on a recognised stock exchange.
- (c) The restrictions in clause 16.2 are to be read and construed and to have effect as separate, severable and independent prohibitions or restrictions, each from the other as regards each Restraint Period with the Restraint Area and each prohibited activity and is enforceable accordingly, so that the invalidity or unenforceability of any prohibition or restriction in respect of any of the Restraint Periods with each Restraint Area does not affect the validity or enforceability of the prohibitions or restrictions in respect of any other Restraint Period in the Restraint Area.
- (d) Each of the separate restrictions is to be construed so as to have the maximum enforceable effect, so that the unenforceability of any restriction does not affect the enforceability of the other restrictions.
- (e) If any provision (or part of a provision) of this clause 16.2 is held to be invalid or unenforceable in a jurisdiction it is to be read down (to the point of severance if necessary) in that jurisdiction to the extent of the invalidity or unenforceability and does not affect the validity or enforceability of:
- (vi) that provision in another jurisdiction; or
 - (vii) any other provision in this clause 16.2.
- (f) The parties agree that if any of these restrictions are held to be void or ineffective for any reason but would be treated as valid and effective if part of the wording was deleted or the Restraint Period were reduced in scope, the restrictions will apply with such deletions or modifications as necessary to make them valid and effective.

17. Medical examination

- 17.1 The Employee must, on the request at any time and at the expense of the Employer, submit to an examination by a registered medical practitioner to be selected by the Employer.
- 17.2 The Employee must authorise that medical practitioner to disclose to, and discuss with, the Employer's medical adviser the results of such examination and any matters which arise from it in order that the Employer's medical adviser can notify the Employer of any matters which, in the

opinion of the adviser, might hinder or prevent the Employee (if during a period of incapacity) from returning to work for any period or (in other circumstances) from properly performing any duties of his/her appointment at any time.

18. Employee records and privacy

- 18.1 The Employer will, in connection with the Employee's employment, for the purposes of its operational requirements or legal obligations from time to time, collect, keep and use various information about and personal to the Employee. The Employee:
- (a) agrees that the Employer may, at its discretion, use or disclose that information for any purpose connected with the Employee's employment (or, after termination of the Employee's employment, their former employment) and the Employer's operational requirements or legal obligations from time to time;
 - (b) agrees that the Employer may, for any purpose connected with the Employee's employment, collect information about the Employee from third parties. The Employer will not, without a good reason in connection with its operational requirements or legal obligations, seek information about the Employee from a third party without the Employee's permission or without telling the Employee;
 - (c) agrees that the Employer may, following termination of the Employee's employment, retain any records about the Employee for any period the Employer considers to be reasonable and appropriate having regard to its operational requirements or legal obligations from time to time; and
 - (d) as far as they legally can but subject to clause 18.2 – to waive any privacy rights the Employee would otherwise have, but for this clause 18.1.
- 18.2 The Employer will take reasonable and appropriate precautions for the protection of the Employee's privacy in relation to any records it holds about the Employee from time to time. For example:
- (a) The Employer will not allow any person access to the Employee's personal information except where that is reasonably required for a purpose connected with the Employee's employment (or former employment), its operational requirements or its legal obligations. Access will usually be limited to its officers, employees or agents who have managerial responsibilities in relation to the Employee.
 - (b) The Employer will not disclose the Employee's personal information to a person outside the Employer except for a purpose connected with the Employee's employment (or former employment), its operational requirements or its legal obligations.
 - (c) The Employer will not disclose the Employee's personal information to a person outside the Employer unless the Employer is confident that they will deal with that information the same way that the Employer has agreed to deal with it here.
- 18.3 This clause 18.1 continues to apply after termination of the Employee's employment.

19. Variations

- 19.1 The Employer may change its policies and procedures at any time.

- 19.2 The Employer will periodically examine the Employee's position description and statement of duties to update them and ensure that they relate to the position as then being performed and to the Employer's operational requirements from time to time. The Employee's role, levels of responsibility, the position, the position location and Remuneration Package may be changed by agreement during the Employment Period from time to time.
- 19.3 Otherwise, except as allowed by the terms of this Agreement, any changes to the Agreement will not be effective unless the parties have agreed to the changes in writing.
- 19.4 Where changes to the Agreement occur, the other terms of this Agreement will continue to apply, subject to the changes.

20. Statutory and regulatory requirements

- 20.1 The rights and obligations of the parties under this Agreement are subject to any required board or shareholder approvals, and any applicable statutory or regulatory requirements. Where the performance of an obligation or the exercise of a right is subject to a statutory or regulatory requirement:
- (a) the obligation must not be performed and the right cannot be enforced unless and until the requirement is discharged;
 - (b) except for the requirement to obtain shareholder approval, the parties will do anything reasonably required of them in order to discharge the requirement.
- 20.2 Without limitation, a reference in clause 20.1 to a:
- (a) "statutory requirement" – includes any requirement imposed by the Corporations Act or taxation legislation;
 - (b) "regulatory requirement" – if the Employer is listed on the official list of ASX – includes any requirement imposed upon the Employer by the ASX Listing Rules from time to time.

21. Warranties

- 21.1 The Employee warrants and undertakes to the Employer that the Employee:
- (a) is able to lawfully work in Australia.
 - (b) has provided correct and complete information to the Employer about their work experience and qualifications is correct
 - (c) by entering into this Agreement or performing the duties and responsibilities, the Employee will not breach any obligation the Employee has to a third party;
 - (d) is not the subject of any investigation by a regulatory body in any jurisdiction nor is the Employee prevented from being a director or officer in any jurisdiction;
 - (e) has disclosed to the Employer all directorships held by the Employee and has disclosed any offices, interests or obligations that might in the reasonable opinion of the Employer have the potential to conflict with the Employer's interest; and
 - (f) subject to those disclosed in accordance with clause 21.1(e), or later consented to in writing by the Employer, has no offices, interests or obligations that are inconsistent with, or that

would prevent, limit or adversely affect the Employee complying with any of the Employee's obligations under this Agreement.

- 21.2 The warranties and undertakings by the Employee in clause 21.1 are continuing warranties.
- 21.3 The Employee must immediately notify the Employer in writing if any of the warranties and undertakings in clause 21.1 are, become, or are likely to become, inaccurate.
- 21.4 Without limiting the rights of the Employer with respect to any breach of the warranties or undertakings in clause 21.1, the Employee must immediately take such actions as may be necessary or requested by the Employer to ensure that the Employee complies with those warranties and undertakings, including the resignation from, or elimination of, any conflicting offices, interests of obligations.

22. Acknowledgment

22.1 Fairness of Agreement

Having regard to the Employee's qualifications, skills and experience, the Employee acknowledges that the remuneration, termination and all other provisions of this Agreement are fair and reasonable in the circumstances.

22.2 Independent advice

The Employee acknowledges that the Employee has been given the opportunity by the Employer to seek independent advice of the Employee's choosing concerning this Agreement prior to entering into this Agreement.

23. General provisions

23.1 Legal costs

The Employer and the Employee must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement.

23.2 Whole agreement

The terms and conditions set out in this Agreement are the entire understanding of the parties in relation to the Employee's employment by the Employer. All previous negotiations, representations or agreements are superseded by this agreement and no further terms will be implied into this Agreement.

23.3 No waiver

No failure to exercise or any delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

23.4 Amendments in writing

No amendment to this Agreement has any force unless it is in writing and signed by all of the parties to this Agreement.

23.5 Reading down

If any provision of this Agreement is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, then that provision will be read down accordingly.

23.6 Severability

If, notwithstanding clause 23.5, a provision of this Agreement is, or, but for this clause 23.6, would be void, voidable, unenforceable or illegal:

- (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed,

and the remainder of this Agreement will be of full force and effect.

23.7 Continuing Obligations

Any provision of this Agreement remaining to be performed or observed by the Employee or the Employer, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on the Employee and the Employer.

23.8 Benefit of Agreement

The Employer contracts for and on behalf of any Related Corporation and any duties owed by the Employee to the Employer are also owed to the Related Corporation.

Any promise, warranty or covenant made by the Employee in favour of persons not a party to this Agreement is intended to be, and is, directly enforceable by each of those persons, and this Agreement operates as a deed poll in favour of those persons.

23.9 Notices

Service of any document required to be given in writing under this Agreement, or any formal correspondence in connection with the parties' obligations under this Agreement shall be deemed to have been given if sent:

- (a) to the Employee, by post, fax, or in person to 8 Murray St Yarraville 3013 Victoria;
- (b) to the Employer, by post or email, [address for posting], or in person to the Chair of the Board.

23.10 Counterparts

This Agreement is validly executed if executed in one or more counterparts.

23.11 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

Executed as an Agreement

Executed by Global Health Limited (ACN:091
377 892)

Company Secretary

Sam Butcher

Print full name of Company Secretary

Director

Steven Pynt

Print full name of Director

Signed by Mathew Cherian in the presence of:

Signature of Witness

Print full name of Witness

Mathew Cherian