

EMPLOYMENT AGREEMENT

BETWEEN:

HÔPITAL NOTRE-DAME HOSPITAL (HEARST)

(the "Hospital")

-and-

JOSÉE B. VACHON

(the "Executive")

WHEREAS the Hospital wishes to employ the Executive as Chief Executive Officer of the Hospital;

AND WHEREAS the Executive wishes to accept employment with the Hospital, on and subject to the terms set out herein (the "Agreement");

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement, the terms set out in Schedule "A," attached hereto and forming part of this Agreement, have the meanings set out in Schedule "A."

2. Employment Relationship

(a) Position

The Hospital confirms the appointment of the Executive to undertake the duties and exercise the powers as Chief Executive Officer ("CEO") of the Hospital, and the Executive indicates their acceptance of this appointment, with all managerial and executive duties and responsibilities commensurate with such a position.

The Executive represents and warrants to the Hospital that they have the required skills and experience to perform the duties and exercise the powers and responsibilities of their position.

(b) Term of Agreement

This Agreement shall be effective as of April 29, 2024 (the "Start Date"). Employment under this Agreement shall continue indefinitely unless terminated or ended in accordance with the terms and conditions of this Agreement.

3. Duties and Authority

- (a) The Executive shall duly and diligently perform such lawful duties and responsibilities as may be assigned, delegated, or limited by the Hospital's Board of Directors (the "Board"), from time to time, and as generally described in the Schedule "B" attached hereto and forming part of this Agreement. The position will evolve over time; as a result, the position responsibilities and duties may vary. Further, the Executive may be assigned special projects related directly or indirectly to their responsibilities from time to time by the Board as required in the best interests of the Hospital. Without limiting the generality of the foregoing, the Executive shall:
- i. faithfully, diligently, competently and professionally perform such duties and exercise such powers in relation to the Hospital's business as are consistent with the position and as may, from time to time, be assigned to or vested in the Executive by the Board;
 - ii. in the discharge of such duties and in the exercise of such powers, observe, obey and comply with all lawful resolutions, regulations, policies and directions from time to time made, given by, or under the authority of the Hospital;
 - iii. in the discharge of the Executive's duties, observe, obey, and comply with the Executive's fiduciary duty to the Hospital, as well as the duty of loyalty, fidelity, and allegiance to act at all times in the best interests of the Hospital and to do no act and to make no statement, oral or written, which would injure the Hospital's business, its interests, or its reputation;
 - iv. not enter into any commitment or incur any obligation on behalf of the Hospital in excess of any authority granted by the Board; and
 - v. ensure that the business and operations of the Hospital are conducted in a proper and efficient manner in accordance with the directives of the Hospital.

Notwithstanding the above and the attached Schedule "B," the Board, acting reasonably, retains full discretion to unilaterally revise and alter the Executive's job duties, reporting relationships, assignments, work location and responsibilities from time to time, in accordance with operational requirements. Any such change shall not amount to a fundamental change to the employment relationship and shall not constitute termination of this Agreement or constructive dismissal of the Executive, and this Agreement will be deemed to be amended accordingly and all remaining terms and conditions shall continue in full force and effect.

- (b) The Executive shall be accountable to and subject to the direction and control of the Board. It is understood that, in the normal course all communications, reports and actions between the Executive and the Board will be through the Board Chair.

4. Compliance with Legislation, Hospital Policies and Procedures

- (a) In carrying out their duties, the Executive will comply with all lawful instructions and directions given to them by the Board and shall carry out their duties in accordance with the Ontario *Public Hospitals Act*, R.S.O. 1990, c. P-40 as amended, other applicable laws, and the by-laws, policies, rules and regulations of the Hospital.
- (b) The Executive shall be bound by and shall faithfully observe and abide by all the Hospital's rules, regulations and personnel policies in existence from time to time that are brought to the Executive's notice or of which the Executive ought to reasonably be aware. The Hospital is responsible for providing the Executive with copies of all relevant rules, regulations and policies at the time of hiring, when amendments are made, and at any other time upon request by the Executive. The Executive specifically agrees that it is incumbent upon them to familiarize themselves with all such rules, regulations, and policies and to periodically review them.
- (c) The Executive further agrees to comply with any lawful directions as may be provided by the Board.
- (d) The Hospital reserves the right to unilaterally revise the policies, procedures and rules, at any time, in its sole discretion and in accordance with its operational requirements. The Executive acknowledges and agrees that amendments to the Hospital's policies shall not amount to a fundamental change to the employment relationship and shall not constitute termination of this Agreement or constructive dismissal of the Executive.
- (e) In the event of a conflict between this Agreement and Hospital policies, the provisions of this Agreement shall prevail.

5. Binding Authority

The Executive, in performing duties hereunder, is acting as an Executive of the Hospital; nevertheless, the Executive shall not have the authority to represent having any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon the Hospital unless such authority is expressly provided to the Executive herein or otherwise.

6. Exclusive Service and Conflicts of Interest

- (a) Throughout the duration of their appointment, the Executive shall devote their full working time and attention to the business affairs of the Hospital.
- (b) The Executive shall not, without the prior written approval of the Board, engage in any activity that interferes with the obligations hereunder, whether or not such activity is pursued for gain, profit, or other pecuniary advantage.
- (c) The Executive shall not, without the prior written approval of the Board, undertake, either directly or indirectly, any other business or occupation or serve as a director, officer, executive, or agent of any other company, firm, or individual.

- (d) The Executive shall be bound by the Hospital's Conflict of Interest Policy, as amended from time to time, attached to this Agreement as Schedule "C," and forming part of this Agreement, as well as any other conflict of interest requirements established by the Hospital from time to time, and shall be responsible to recognize and avoid circumstances that may give rise to or give the appearance of a conflict of interest situation, without the prior written consent of the Board.
- (e) In particular, the Executive shall arrange their private affairs in a manner that will prevent real, potential, or apparent conflicts of interest from arising. The Executive shall not engage in any occupation, business, or outside activity, whether or not they receive compensation, that could be perceived as a real, potential, or apparent conflict of interest, which includes, without limitation, any activity:
 - i. that interferes with or appears to interfere with the discharge of their duties and responsibilities under this Agreement;
 - ii. in which they have an advantage derived from their employment under this Agreement;
 - iii. in which their work would otherwise constitute employment for another person or entity; or
 - iv. in a professional capacity that will, or is likely to, influence or affect the carrying out of their duties and responsibilities under this Agreement.
- (f) Subject to the subsections (d) and (e), above, the Executive is permitted to continue their participation with the following entities:
 - i. Town of Hearst Municipal Council;
 - ii. Nord-Aski Regional Economic Corporation; and
 - iii. Pierre & Amanda Dalcourt.

7. Hours of Work

The Executive is expected to work such hours as are necessary to satisfactorily discharge the Executive's duties and responsibilities hereunder and in order to keep abreast of the Executive's workload, including on evenings, weekends and public holidays when necessary, and hereby agrees to do so.

No overtime or other supplementary wages will be paid to the Executive for any hours worked in excess of regular office hours. The Executive acknowledges that, as a manager, they are exempt from the rules on hours of work and overtime pursuant to Ontario Regulation 285/01 made under the *Employment Standards Act, 2000* of Ontario, as amended from time to time, or any applicable successor legislation (the "ESA").

8. Remuneration

(a) Salary

For the services hereunder, the Hospital shall pay the Executive an annual salary of \$177,700.00 (the "Base Salary"). The Executive's Base Salary shall be paid in accordance with the normal payroll practices of the Hospital and shall be subject to such deductions and withholdings as are required by law.

The parties hereto agree that, every year, the Board shall review the grid to ensure that it reflects fair compensation for the CEO's base salary.

The Base Salary may be reviewed annually, subject to any applicable wage restraint legislation and/or prescribed compensation framework, as well as the Hospital's compensation framework. Any salary increase shall be at the sole discretion of the Board and shall be based solely upon the Executive's Base Salary, exclusive of any performance pay that may be awarded in respect of a given year.

(b) Performance Pay Eligibility

The Executive shall be eligible to receive, at the Board's sole discretion, a performance-related payment of up to five percent (5%) of the Executive's Base Salary in each year (the "Performance Pay"). The Performance Pay in any given year, if any, will be assessed by the Board based on the Executive's achievement of the strategic goals, objectives and operational targets set annually by the Board for each fiscal year, and any key performance indicators ("KPIs") for the previous year, as determined by the Board or the Board Chair, in their sole discretion.

The Performance Pay, if any, will be determined by the Board and paid by the Hospital for each fiscal year on or before June 30th of the following year, after the data for the expired fiscal year necessary to review the strategic goals, objectives and operational targets is available.

To be eligible to receive any Performance Pay, the Executive must still be actively employed by the Hospital on the payment date. For clarity, active employment does not include any period of resignation, common law reasonable notice of termination, or applicable period of pay in lieu thereof, except to the extent minimally required by the ESA.

The Executive understands and agrees that the payment of any Performance Pay in one year, or series of consecutive years, is in no way a guarantee, implicitly or otherwise, that the Executive will receive the Performance Pay in any subsequent year. The Hospital may, from time to time and in its sole and absolute discretion, alter, modify, vary, or cancel the Executive's eligibility for Performance Pay or its range and/or amount, for a given year or in perpetuity, and the Executive understands and agrees that any such alterations, modifications, variations, or cancellations shall not amount to a fundamental change to the employment relationship and shall not constitute termination of this Agreement or constructive dismissal of the Executive.

(c) Vacation

In accordance with the Hospital's Vacation Policy, the Executive shall be entitled to twenty-five (25) days of paid vacation per year, accumulated at the rate of 2.08 days per month of service in the first year of service. Vacation payment is calculated at ten percent (10%) of wages earned in the vacation accrual period during which vacation time is earned.

The Executive shall be entitled to vacation days as outlined in the Vacation Policy as provided, or the ESA, whichever provides a greater entitlement.

The Executive must use vacation time within the year in which they became entitled to the vacation time or the balance remaining will be paid out. Notwithstanding the foregoing, the Board Chair may permit the Executive, under special circumstances, to carry forward unused vacation in excess of the Executive's entitlement under the ESA in any given year. Carryover, if any, shall be subject to applicable Hospital policies.

Vacation time shall be taken at such time as the Board Chair and Executive may mutually agree upon, having regard to the operations of the Hospital. The Executive is expected to answer urgent e-mails or calls where Hospital operations require the Executive's input, while on vacation. Notwithstanding the above, the Hospital reserves the right to unilaterally schedule vacation leave if required.

The Executive shall be entitled to one (1) additional week of vacation per year as compensation for being on-call. If not taken during the year, this additional vacation entitlement may not be carried over to the following year. There shall be no cash payout of such untaken vacation upon retirement, resignation, frustration, or termination of employment.

In the event the Executive's employment is terminated part way through the year, the Executive hereby agrees that any vacation taken in advance of being earned will be deducted from the Executive's final pay, and this signed Agreement shall be the Executive's written authorization to deduct such amount from that final pay.

(d) Insured Benefits

The Executive shall continue to be entitled to participate in the package of benefits made available to Hospital executives from time to time, which includes Life Insurance, Extended Health, Dental Care, Accidental Death and Dismemberment, Sick Leave Benefits, and Long-Term Disability Benefits.

The Hospital shall pay one hundred percent (100%) of the premium cost of these benefits. The Executive shall be provided with a copy of the Benefits Booklet, which outlines these benefits in detail. All decisions with respect to eligibility for and entitlement to such benefits shall be solely determined by the insurance carrier in accordance with the terms and conditions of the insurance carrier's policy and the Hospital's only obligation shall be to pay its share of the premium cost associated with the provision of group health benefits.

The Hospital may, from time to time, alter, modify, vary, or cancel any such insured benefits provided that, in so doing, it is altering, modifying, varying, or cancelling such benefits for all of the Hospital's executives generally. The Hospital shall provide such notice of any pending amendment or termination to benefits or plans as is feasible. The Executive acknowledges and agrees that any such amendment to or termination of benefits or plans shall not amount to a fundamental change to the employment relationship and shall not constitute termination of this Agreement or constructive dismissal of the Executive.

(e) HOOPP Contribution

The Executive shall participate in the *Healthcare of Ontario Pension Plan* ("HOOPP"), a defined benefit pension plan, the contributions for which shall be divided between the Executive and the Hospital in accordance with the terms and conditions of HOOPP.

(f) Expenses

At the sole discretion of the Board, the Executive may be entitled to be reimbursed for reasonable and necessary travelling and other out-of-pocket expenses incurred in connection with the performance of the Executive's employment duties, provided the Executive, as a condition of such reimbursement, submits verification of the nature and amount of such expenses, in accordance with the Hospital's policies.

9. Liability Insurance

The Hospital agrees that, during the Executive's employment with the Hospital, it shall maintain in force, for the Executive's benefit, Directors and Officers' liability insurance and that it shall defend, hold harmless and indemnify the Executive during the Executive's employment with the Hospital and indefinitely following the termination of their employment, howsoever arising, from any and all demands, claims, suits, actions and legal proceedings brought against the Executive in their capacity as agent and Executive of the Hospital, including payment of legal costs, charges and expenses of a civil or administrative action or proceeding, to the extent permitted by law, where the subject incident arose while the Executive was acting in the scope of their employment, honestly and in good faith, subject only to any limitations on indemnification imposed by applicable law.

10. ESA-Protected Leaves

The Executive shall be entitled to all other leaves of absence in accordance with the *ESA*.

11. Termination of Employment

(a) Termination by the Executive

The Executive may resign from this employment, at any time and for any reason, upon providing the Hospital with three (3) months of advanced written notice of the Executive's last working day with the Hospital. This notice must be given to the Hospital in writing and can be delivered via electronic mail (email) or in person to the Board Chair or, if the Board Chair is on a leave of any kind, to the Board Chair's designate.

The Hospital may elect to waive such notice, in whole or in part, by providing the Executive with the wages, benefit continuation, and any other entitlements that the Executive would have otherwise received during the period so waived.

(b) Termination By the Hospital

i. For Misconduct

Where permitted by the ESA, the Executive's employment may be terminated without any notice or payment in lieu of notice, severance pay, or the continuation of benefits of any kind. The Executive will only receive any statutory entitlements that are minimally and expressly required by the ESA in the circumstances of their termination.

The Executive's employment may be terminated for reasons that constitute cause at common law by providing them with only such minimum entitlements applicable in the circumstances of the termination of their employment, as expressly required by the ESA. The Executive agrees that these entitlements are full and final and are inclusive of all termination entitlements under the common law. In no event will the Executive be entitled to any amounts of notice or pay in lieu thereof, severance pay, period of benefits continuation, vacation pay, or any other entitlements, other than what the ESA expressly and minimally requires in the circumstances of the termination of their employment.

ii. Without Cause

The Executive's employment may be terminated on a without cause basis by the Employer by providing the Executive with the following (the "Notice Period"):

- (i) twenty-six (26) weeks' pay in lieu of notice; and
- (ii) if the Executive's employment is terminated after the first anniversary of the Start Date, an additional four (4) weeks' pay in lieu of notice per year of completed service, pro-rated for partial years of service, up to a maximum of fifty-two (52) weeks of pay in lieu of notice.

Payment in lieu of notice shall be calculated on the basis of the Executive's Base Salary and shall also include any other applicable amounts as may be required by and limited to the provisions of the ESA.

The Employer may provide the Notice Period by way of salary continuation or lump sum payment or a combination thereof, provided that it does so in compliance with the requirements of the ESA. Any entitlement to statutory severance pay pursuant to the ESA will be included in the total Notice Period and will be provided in the form of a lump sum payment. For clarity, the combined total of pay in lieu of notice and/or statutory severance pay which the Executive is entitled to receive will be equivalent to and limited to the Notice Period outlined above.

To the extent permitted by the insurers, the Executive's eligibility to participate in the Hospital's employee group insurance benefit plan and in HOOPP shall be continued, subject to any requirements of the applicable plans or the insurers, for twenty-six (26) weeks from the date of termination.

In addition to the Notice Period and benefit and pension contribution continuation set out above, the Executive will also receive all other applicable statutory entitlements required by and limited to the minimum requirements of the ESA in the circumstances of the Executive's termination. For clarity, these minimum statutory entitlements shall only be continued for the minimum period required by the ESA.

The Executive agrees that these entitlements are full and final and are inclusive of all termination entitlements under the common law. In no event will the Executive be entitled to any amounts of notice or pay in lieu thereof, severance pay, period of benefits continuation, vacation pay, or any other entitlements other than what is outlined in this termination provision.

The Executive agrees that this termination provision will continue to apply in the event that a court or decision-maker of competent jurisdiction determines that their employment has been constructively terminated or that the Employer did not have cause for termination where cause is asserted.

12. Acknowledgement

The Executive agrees that, upon termination of this Agreement in compliance with Section 11, the Executive shall have no action, cause of action, claim, or demand against the Hospital as a consequence of the expiry, termination, or ending of this Agreement, whether at common law or under the ESA, for wrongful dismissal damages, notice, or other damages arising from the termination of their employment.

Nothing in this Agreement shall inhibit this Agreement and the employment of the Executive from becoming frustrated in accordance with the ESA and/or the common law.

13. Disciplinary Action

The Executive acknowledges the Hospital's right to engage in corrective action, including oral and/or written warnings, suspension without pay and disciplinary demotion. The Executive also acknowledges the Hospital's right to suspend them administratively with pay pending investigation of any matter that may result in discipline or termination without notice. The Executive agrees that the imposition of such measures shall not amount to a fundamental change to the employment relationship and shall not constitute termination of this Agreement or constructive dismissal of the Executive.

14. Confidentiality

- (a) All confidential information of the Hospital, whether it is developed by the Executive during their period of employment or by others employed or engaged by or associated with the Hospital, is the exclusive property of the Hospital and shall, at all times, be regarded, treated and protected as such. Confidential information includes, without limitation, information and facts relating to the operation and affairs of the Hospital, or those of any of its related or associated entities, or which is acquired in the course of carrying out its operations.
- (b) The Executive shall not disclose confidential information to any person or use any confidential information (other than as necessary in carrying out the Executive's duties on behalf of the Hospital) at any time during or subsequent to their period of employment without first obtaining the consent of the Board Chair, and the Executive shall take all reasonable precautions to prevent inadvertent disclosure of any such confidential information.
- (c) Within five (5) days after the termination of the Executive's employment by the Hospital or of receipt by the Executive of the Hospital's written request, the Executive shall promptly deliver to the Hospital all property belonging to the Hospital, including without limitation all confidential information of the Hospital (in whatever form) that is in the Executive's possession or under the Executive's control.
- (d) Nothing in this Section precludes the Executive from disclosing or using confidential information of the Hospital at any time if:
 - i. such confidential information is available to the public or in the public domain at the time of such disclosure or use without breach of this Agreement;
 - ii. disclosure of such confidential information is required to be made by any law, regulation, governmental body, or authority, or by court order, provided that, before disclosure is made, notice of the requirement is provided to the Hospital and, to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute the requirement; or
 - iii. such confidential information becomes available to the Executive on a non-confidential basis from a source other than the Hospital without breach of this Agreement.
- (e) The Executive acknowledges that, notwithstanding anything in this section, they will at all times comply with their obligation to protect the confidentiality of personal health information relating to patients of the Hospital that may come into their possession in the course of carrying out their duties under this Agreement. The Executive specifically agrees that they will comply with the provisions of the *Personal Health Information Protection Act*, 2004, S.O. 2004, c. 3, Sched. A as amended ("PHIPA"), and with all Hospital policies and procedures developed and implemented pursuant to PHIPA.

15. Non-Disparagement

During the duration of the Agreement and thereafter, the parties hereto agree to take no action that is intended, or would reasonably be expected, to harm the other party or its reputation or that would reasonably be expected to lead to unwanted or unfavourable publicity for the other party.

16. Non-Solicitation

The Executive shall not, during their employment and for a period of twelve (12) months following the frustration or termination of the Executive's employment, on their own behalf or on behalf of any person, whether directly or indirectly, in any capacity whatsoever, alone, through, or in connection with any person, employ, offer employment to, solicit the employment of, or otherwise entice away from the employment of the Hospital any individual who, to the Executive's knowledge, is employed by the Hospital at the time of the frustration or termination of the Executive's employment, or who was employed by the Hospital in the twelve (12)-month period preceding the frustration or termination of the Executive's employment, whether or not such person would commit any breach of their own contract of employment or services, as the case may be, by reason of leaving the service of the Hospital, unless prior written approval to do so is provided by the Board.

17. Property Rights

The Executive agrees that lists and customer/donor files, samples, prices lists, purchase orders, and any other notes, reports, correspondence, documentation, computers, software, information contained in this software, programs, material, any other information, and any other documentation used or to which the Executive has or had access during the performance of their duties are and will remain the exclusive property of the Hospital, even if the Executive was involved in their preparation.

The Executive hereby assigns and transfers to the Hospital the worldwide copyright and all other intellectual property rights in and to any material produced or developed for the Hospital in the performance of their duties and responsibilities under the Agreement. The Executive hereby waives, or will obtain the waiver of, as applicable, all moral rights in such material.

18. Remedies for Breach of Restrictive Covenants

- (a) The Executive acknowledges that the restrictions contained in Sections 14 to 17 of this Agreement, in view of the nature of the business in which the Hospital is engaged, are reasonable and necessary in order to protect the legitimate interests of the Hospital.
- (b) The Executive further acknowledges that any violation of Sections 14 to 17 would result in irreparable injuries and damage to the Hospital and that damages alone would be an inadequate remedy for any violation of the aforementioned Sections.
- (c) The Executive hereby agrees that the Hospital shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach or recurrence of a breach of this Agreement and that the Hospital shall be entitled to its reasonable legal costs and expenses, on a solicitor and client basis, incurred in properly enforcing a provision of this Agreement and shall be entitled to discontinue making any payments to the Executive under the terms of this Agreement until such

time as the breach of this Agreement has been remedied to the satisfaction of the Hospital.

- (d) Nothing contained herein shall be construed as a waiver of any of the rights the Hospital may have for damages or otherwise.

19. Survival of Stipulations

Notwithstanding the frustration or termination of this Agreement, the stipulations in Sections 14 to 18 remain in effect.

20. Cooperation

Where the Executive requires accommodation of their job duties due to illness, injury, or disability, including time off work, the Executive will cooperate in providing sufficient medical information to support the accommodation process, including with respect to the Executive's fitness to attend work.

Without limitation, the Executive will authorize their medical doctor or other health care specialist to discuss the Executive's ability to perform the duties of their position and any limitations and/or restrictions that may exist. Where the medical information provided is deemed insufficient by the Hospital, the Executive may be requested by the Hospital to submit to examination by a medical doctor or other health care specialist selected by the Hospital for these purposes and the Executive will consent to the disclosure of their medical records to such medical doctor or other health care specialist for the purpose of such an examination.

It is understood that, if the Executive is absent for an extended period of time, the Hospital may hire a replacement for the duration of their absence. In the circumstances, it is expected that the Executive shall provide the Hospital with reasonable notice of their anticipated return to work. The replacement of the Executive and the requirement for notice of return to work shall not constitute a constructive dismissal.

21. Privacy Consent

By accepting employment with the Hospital, the Executive consents to the Hospital collecting, using and disclosing the Executive's personal information to establish, manage, terminate, and/or otherwise administer the employment relationship, including, but not limited to:

- (a) Ensuring that the Executive is properly remunerated for their services to the Hospital, which may include disclosure to third-party payroll providers;
- (b) Administering and/or facilitating the provision of any benefits to which the Executive is or may become entitled, including benefits coverage, pension plan and incentive plans; this shall include the disclosure of the Executive's personal information to the Hospital's third-party service providers and administrators;
- (c) Ensuring that the Hospital is able to comply with any regulatory, reporting and withholding requirements relating to the Executive's employment;
- (d) Performance and promotion;

- (e) Monitoring the Executive's access to and use of the Hospital's electronic media services in order to ensure that the use of such services is in compliance with the Hospital's policies and procedures and is not in violation of any applicable laws; and
- (f) Complying with the Hospital's obligations to report improper or illegal conduct by any director, officer, executive, or agent of the Hospital under any applicable health, criminal, or other law.

22. Assignment

This Agreement and all of the Hospital's rights hereunder may be transferred or assigned by the Hospital to any successor to its business, whether another hospital, corporation, or other moral person, and shall enure to the benefit of any such assignee/successor. Neither this Agreement nor any rights of the Executive hereunder may be assigned by the Executive, nor may the Executive delegate to another their performance hereunder.

23. Governing Law and Forum

This Agreement shall be construed in accordance with the laws of the Province of Ontario. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Ontario and the courts and tribunals of the Province of Ontario, as applicable, shall have exclusive jurisdiction to determine any action arising under this Agreement.

24. Severability

In the event that any provision or part thereof of this Agreement is determined by a court of competent jurisdiction to be void or invalid, such provision or part thereof shall be severed from the balance of this Agreement to the extent of the inconsistency, and the remaining provisions or parts thereof shall continue in full force and effect. Should this occur, the parties hereto agree to meet and negotiate in good faith as to whether or not changes to the Agreement are required as a result of such a declaration of invalidity.

25. Entire Agreement

This Agreement and the attached schedules to this Agreement contain the entire understanding and agreement between the parties hereto with respect to the employment of the Executive and the subject matter hereof, and any and all previous agreements and representations, written or oral, express or implied, between the parties hereto or on their behalf, relating to the employment of the Executive by the Hospital and the subject matter hereof (save and except for those representations provided by the Executive to the Hospital in the course of the Executive's hiring with respect to the Executive's skills, abilities, qualifications, credentials and references) are hereby terminated and cancelled and each of the parties hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims, and demands whatsoever under or in respect of any such prior agreements and representations.

Without limiting the generality of the foregoing, the Executive agrees that the Executive has not been induced by the Hospital into leaving secure employment elsewhere and/or accepting employment with the Hospital such that the Executive has not been provided with any assurances or representations by the Hospital with respect to any potential term or length of employment with the Hospital.

26. Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto.

No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, it shall be limited to the specific breach waived.

27. Notice

Should any notice, request, demand, or other communication be required to be given hereunder, it shall be made in writing and shall be deemed to have been fully given if personally delivered, or if e-mailed or mailed by Canada Post, certified or registered, postage prepaid, to the parties at the following addresses (or at such other addresses as shall be given in writing by any party to the other party hereto):

If to the Executive, addressed to:

Mrs. Josée B. Vachon
405, George St
P.O. Box 2372
Hearst, Ontario
P0L 1 N0
e-mail: josee.vachon2017@gmail.com

If to the Hospital, addressed to:

Joëlle Zorzetto
Attn: Chair, Board of Directors
Hôpital Notre-Dame Hospital (Hearst)
1405 Edward Street, Hearst, ON P0L 1N0
E-mail: joelle.zorzetto@gmail.com

Any notice given by mail or e-mail shall be deemed to have been received on the fifth (5th) business day (i.e., excluding Saturday, Sunday and statutory holidays) following the date of mailing or e-mailing and any notice given by personal delivery shall be deemed to have been received at the time of delivery.

28. Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic PDF, e-mail, or facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

29. Interpretation

- (a) All words in this Agreement importing the singular number include the plural and vice versa. All words importing gender include the masculine, feminine and neuter genders.

- (b) The word "including," when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- (c) A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time and any statute or regulation that supplements or supersedes such statute or regulations.
- (d) A reference to "approval," "authorization," or "consent" means written approval, authorization, or consent.

Independent Legal Advice

The Executive confirms that they have read and understand this Agreement, that, prior to the execution of this Agreement, they had a full and complete opportunity to obtain independent legal advice and representation, and that they have either done so or have freely chosen not to obtain such advice.

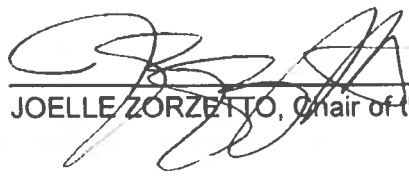
IN WITNESS WHEREOF this Agreement has been executed by the parties this ____18__ day of April, 2024.

SIGNED, SEALED & DELIVERED in the presence of:

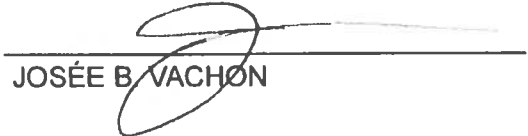


Witness -

Hôpital Notre-Dame Hospital (Hearst)



JOELLE ZORZETTO, Chair of the Board



JOSÉE B VACHON

Schedule A Definitions

"Agreement" means this agreement, including its recitals and all schedules attached to this agreement, all as may be supplemented or amended from time to time;

"Base Salary" means the salary amount paid to the Executive annually by the Hospital pursuant to this Agreement;

"Remuneration" means the Base Salary and other amounts or benefits the Executive is entitled to receive pursuant to this Agreement;

"Board" means the Board of Directors of the Hospital for the time being of the Hospital including any duly appointed committee thereof.

"Confidential Information" means any information of a confidential nature which relates to the business of the Hospital and its affiliates, including, without being limited to, the following:

- i. trade secrets, technical information, financial information, business, programs, methods, techniques, concepts, formulae, documentation, intellectual property, software, industrial designs, products and personnel information; and
- ii. any knowledge of a confidential nature obtained by the Executive during the employment with the Hospital

Notwithstanding the foregoing, Confidential Information shall not include any information which:

- i. was in the possession of or known to the Executive, without any obligation to keep it confidential, before it was disclosed to the Executive by the Hospital;
- ii. is or becomes public knowledge by disclosure by the Hospital;
- iii. is or becomes public knowledge through no fault of the Executive;
- iv. is independently developed by the Executive outside the scope of the engagement duties to the Hospital;
- v. is disclosed by the Hospital to another person without any restriction on its use or disclosure; or
- vi. is or becomes lawfully available to the Executive from a source other than the Hospital.

Schedule B
Statement of Duties

Schedule C
Conflict of Interest Policy