



Hamilton Health Sciences

EMPLOYMENT CONTRACT

THIS AGREEMENT DATED THE 1 DAY OF FEB- 2013.

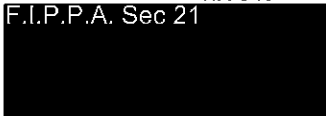
BETWEEN:

HAMILTON HEALTH SCIENCES CORPORATION
a corporation incorporated under the laws of
the Province of Ontario

("Employer", or "Company", or "Hospital", "Hamilton Health Sciences" or "HHS")

- and -

Mr. Mark Farrow
F.I.P.A. Sec 21



("Employee")

WHEREAS the Employee will commence a new position with Hamilton Health Sciences as Vice-President, Informatics and Technologies and Chief Information Officer.

AND WHEREAS Hamilton Health Sciences wishes the continued employment of the employee and the employee wishes to continue to be employed by HHS;

IN CONSIDERATION of the mutual promises herein contained (the adequacy of which is hereby acknowledged by each of the Employee and the Employer), the parties agree as follows;

IN FURTHER CONSIDERATION of the mutual promises herein contained (the adequacy of which is hereby acknowledged by each of the Employee and the Employer), the Employee and HHS agree as follows;

1. **EMPLOYMENT**

1.01 The Employee shall serve the Company as its Vice-President, Informatics and Technologies and Chief Information Officer or in such other equivalent capacity as may be agreed upon by the Hospital and the Employee. The Employee shall have the powers and duties incidental to such position. In the performance of such duties she shall be subject to the exclusive direction and control of the Executive Vice-President, Corporate Affairs & Strategy.

2. **SALARY, BENEFITS, VACATIONS, EXPENSES**

2.01 HHS shall pay to the employee a base salary before statutory deductions at the rate of \$222,420 (two hundred twenty-two thousand four hundred twenty dollars) per annum, payable bi-weekly. Salary reviews are undertaken on or about October of each year after completion of a performance review. The employee's first opportunity for such a review will be October 2013, and may be subject to legislated restraints.

In addition to the agreed fixed amount of compensation as described in 2.01 above, the Employee will be eligible to participate in the "Vice-President Variable Compensation Policy" which provides eligibility for an annual variable compensation incentive payment equal to a maximum of 15% of the annual base salary. The assessment and allocation of any such at-risk pay are subject to the terms of the program. Please refer to Schedule "A" for further details.

2.02 The Employee shall, during his employment, be entitled to participate in such health and welfare benefit plans and the vacation program of the Company as are generally made available by HHS to all of its executive employees. The current health and welfare benefits as provided to Hamilton Health Sciences Management Executives are as follows:

- a) The present health and welfare benefit plans are listed in Schedule "B".
- b) Participation in each plan or program shall be subject to its general conditions as they may be from time to time. The policies between the Hospital and its' insured benefits provider(s) do not form part of this contract.
- c) The Hospital may unilaterally alter, amend or delete any plan or program at any time provided that the coverage available to the Employee is at all times at least consistent with that available to other executive employees of Hamilton Health Sciences.

- d) During each 12 (twelve) month period under this Agreement the Employee shall be entitled to 5 (five) weeks paid vacation per annum which is to be scheduled at times mutually satisfactory to both the Employee and the Hospital.
- e) The Employer requires executives to have a vehicle as a condition of employment for convenient, efficient travel to all sites and for the execution of his duties. A vehicle allowance of \$960.00 (nine hundred and sixty dollars) per month is provided via payroll. This fully taxable benefit is deemed to cover all business related vehicle expenses. No other form of vehicle reimbursement is provided by the Employer. In addition to maintaining a valid Ontario Drivers License, the Employee must maintain insurance coverage in a form satisfactory to the Employer (including a recommended minimum of \$1,000,000 in liability as outlined by the HHS Travel and Expense Reimbursement Policy).

2.03 The Employee shall be entitled to reimbursement of reasonable authorized business expenses, as per HHS policy, incurred by the Employee in the course of his employment with HHS.

2.04 The Employee shall be eligible for reimbursement of pre-approved travel and education expenses.

3. **DUTIES OF EMPLOYEE**

3.01 The Employee, while employed by the Hospital, shall have the power and authority to manage and direct in concert with other members of the Management team that operates the Hospital. The Employee shall obey and carry out all lawful direction given by the Hospital and shall obey and carry out the by-laws, rules and regulations and constituting documents of the Hospital as may be in place from time to time.

3.02 Unless prevented by ill health or sufficient cause, the Employee shall, during the term of employment, devote the whole of his time and attention to the business of the Hospital and shall not, without prior consent of the Hospital, engage in any other business or employment.

3.03 At all times, the Employee will adhere to company policies, procedures, programs and guidelines governing employee performance and behaviour.

4.

CONFIDENTIAL INFORMATION

4.01

- (a) "Business Opportunities" means potential business ventures of all kinds, including acquisitions, sales, business arrangements and other transactions and opportunities for new markets, products and services which have been disclosed to, investigated, studied or considered by the Company or any others on behalf of the Company;
- (b) "Confidential Information" means information known or used by the Company in connection with its business including but not limited to any formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, Customer/Patient Information, Financial Information, Marketing Information, Intellectual Property, Business Opportunities, or Research and Development, but does not include any of the foregoing which was known to the Employee prior to employment by the Company or which is or becomes a matter of public knowledge;
- (c) "Customer/Patient Information" means information pertaining to the Company's customers/patients or prospective customers/patients, customer/patient base and markets, including customer/patient names and addresses and the names of employees of customers/patients with whom the Company is in contact in its business, customer/patient requirements and the Company's contracts with its customers/patients, including details as to pricing and supply. For the purposes of this contract "customer" and "patient" can be used interchangeably;
- (d) "Financial Information" means information pertaining to the Company's costs, services, income, debt, financial position, leveraging strategies, financial arrangements with Regulators, salaries and wages, fee schedules, alternate funding models;
- (e) "Intellectual Property" means any and all inventions, designs, ideas, works, creations, developments, programs, codes, drawings, sketches, compilations of information, analyses, experiments, data, formula, methods, processes, techniques, moulds, prototypes, products, samples, equipment, tools, machines, and includes any modifications or improvements thereto;
- (f) "Marketing Information" means information including but not limited to the Company's marketing, fundraising and public relations programs, plans, strategies and proposed future products, services, advertising and promotions;

- (g) "Public Knowledge" means information that is generally known in the trade or business in which the Company is engaged, or is otherwise easily accessible through lawful, non-confidential sources; and
- (h) "Research and Development" means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on by the Company.

4.02 The Employee acknowledges that, as a consequence of his employment by HHS and for the more effective performance of his duties:

- (a) The Employee will be provided with access to confidential information and knowledge relating to the business of HHS and the affairs of customers and prospective customers of HHS; and,
- (b) The Employee will be advanced and promoted by HHS to customers, prospective customers, partners and the community as a person of special competence in the field of hospital administration, human resources, and strategy as per the duties and responsibilities discussed with the Employee for the Vice-President, Informatics and Technologies and Chief Information Officer role.

The information and knowledge referred to in paragraph (a) above collectively comprises an important and valuable asset of HHS and the parties hereto agree and acknowledge that any removal, disclosure or other unauthorized use of any such information or knowledge by the Employee will cause damage to HHS.

4.03 The Employee agrees that at all times during the period of the Employee's employment and at all times following termination of the Employee's employment (where voluntary or involuntary):

- (a) The Employee shall hold in confidence and keep confidential all Confidential Information;
- (b) The Employee shall not directly or indirectly use any Confidential Information except in the course of performing duties as an Employee of the Company with the knowledge and consent of the Company in the Company's interests; and
- (c) The Employee shall not directly or indirectly disclose any Confidential Information to any person or entity, except in the course of performing duties as an Employee of the Company with the knowledge and consent of the Company in the Company's interests.

4.04 The Employee covenants and agrees that, save and except in the pursuit of the business and affairs of HHS:

- (a) he will not, either during the term of his employment with HHS or at any time thereafter, remove originals or copies of any reports, records, memoranda or data of any kind or description concerning the business and affairs of HHS, or any customer or prospective customer of HHS, even where such reports or memoranda have been furnished to the Employee during the term of his employment, nor shall the Employee make copies as notes thereof of any kind or description for his own personal use or the use of others; and,
- (b) upon the termination of his employment with HHS (whether voluntary or involuntary), the Employee shall, prior to his departure from HHS, turn over to HHS all such documents and data referred to in paragraph (a) above, which may be in his possession, either digitally or in print.

4.05 Nothing in this Agreement shall prevent the Employee following termination of employment by the Company from making use of or disclosing,

- (a) any Confidential Information which is or becomes a matter of Public Knowledge;
- (b) any Confidential Information of which the Employee had specific knowledge prior to employment by the Company; or
- (c) any Confidential Information of which the Employee obtains specific knowledge following termination of employment by the Company from a third party, unless the third party obtained such Confidential Information directly or indirectly from an individual in violation of any duty of confidence owed to the Company.

It is understood that the Employee shall bear the onus of establishing that the circumstances referred to in subparagraphs 4.05(a), 4.05(b) or 4.05(c) exist.

5. NOTICE OF TERMINATION

5.01 In the event of the resignation of employment by the Employee, it is agreed that the Employer shall be entitled to no less than 30 (thirty) calendar days written notice thereof from the Employee, and it is recognized that HHS may waive all or part of the notice period.

- 5.02 In the event of termination of the employment of the Employee by HHS for any reason other than for cause, it is agreed that the Employee shall be entitled to written notice of termination as provided for in this paragraph, provided that HHS may pay to the Employee a lump sum amount equal to the Employee's salary (deemed to include base salary plus the monetary value of employer paid pension contributions, eligible insured benefits and automobile allowance) for the notice period minus statutory deductions in lieu of notice or pay in lieu of such notice;
- i. A payment which is a minimum of 1 (one) years' salary (as described in 5.02 above) plus 4 (four) weeks of salary for each complete year worked to a combined maximum of 104 (one hundred and four) weeks;
 - ii. An optional continuation of any enrolled insured healthcare benefits for a maximum of 8 (eight) weeks for the Employee and his eligible enrolled dependents on the cost sharing arrangement as was in effect during active employment, the monetary value of which is to be deducted from the amount in "5.02 i" above;
 - iii. An optional continuation of employer contributions to the Healthcare of Ontario Pension Plan for a maximum of 8 (eight weeks), the monetary value of which is to be deducted from the amount in "5.02 i" above.

5.03 For the purposes of 5.02 (i), the Employee's date of hire is recorded as
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5.04 The Employee agrees that the payment provisions of this Agreement are superior to those in the Employment Standards Act of Ontario and that the payments will satisfy any and all entitlements required by the Act including any respecting notice or pay in lieu of notice of termination.

6. WAIVER OF BREACH

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

7. SEVERABILITY

The illegality or unenforceability of any term or terms of this Agreement shall not affect the legality or enforceability of any other term or terms. Should any term of this Agreement be held to be illegal or unenforceable, then this Agreement shall be interpreted and construed as though such illegal or unenforceable term was omitted.

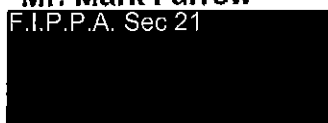
8. **CHOICE OF LAW**

This Agreement shall be governed in accordance with the laws of the Province of Ontario.

9. **NOTICE**

9.01 Any notice or communication required or permitted under this Agreement may be given by registered mail postage prepaid and addressed as follows:

TO EMPLOYEE: Mr. Mark Farrow
F.I.P.P.A. Sec 21



TO EMPLOYER: Hamilton Health Sciences
Attention: Louise Taylor Green
Executive Vice-President, Corporate Affairs
& Strategy
1200 Main Street West, P.O. Box 2000
Hamilton, Ontario
L8N 3Z5

9.02 Any notice or communication mailed in accordance with Clause 9.01 shall be deemed to have been given on the seventh day after it is mailed in any post office in Canada. Any such notice or communication may also be given by delivering same to Employee or by delivering same to a responsible person in the office of HHS at the above address. Any notice so delivered shall be deemed to have been given on the day of such delivery. Either party may change its address for service by notice in writing to the other.

10. **GENERAL**

10.01 The division of this Agreement into sections, subsections, clauses, sub-clauses and paragraphs and the provision of headings for all or any thereof is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10.02 This Agreement shall supersede any and all other employment agreements between the parties, whether written or oral, and/or any contract previously entered into between the parties shall be null and void upon the execution of this employment contract.

11. **COMPLETE AGREEMENT**

11.01 All terms, covenants and conditions respecting the Employee's employment with HHS, in any position or capacity which the Employee may occupy from time to time, are embodied herein. This Agreement may not be modified or amended except by an instrument in writing executed by the parties hereto or by their successors or permitted assigns.

12. **INDEPENDENT LEGAL ADVICE**

12.01 The Employee acknowledges that he has had full opportunity to review and consider the contents of this agreement and to obtain, if the Employee has considered it desirable, adequate and independent legal advice with respect to this agreement, prior to its execution by the Employee. Furthermore, the Employee acknowledges and represents that he does execute this Agreement voluntarily with full knowledge of its terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED this 1 day of Feb, 2013

Signature Mark Farrow


Mr. Mark Farrow

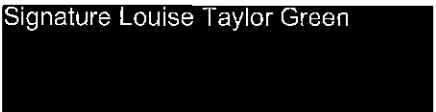
FEB 1 / 13
Date

Signature Brigida Dimitriou


Witness

Feb 1, 2013
Date

HAMILTON HEALTH SCIENCES

Signature Louise Taylor Green


Louise Taylor Green

Feb 1, 2013
Date

