

Dated this 20 day of December, 2021

Between:

NORALYN BALUYOT

(the "Executive")

- and -

TRANSFORM SHARED SERVICE ORGANIZATION

("TransForm")

WHEREAS TransForm wishes to promote the Executive to the position of Chief Executive Officer the Executive wishes to accept said promotion; and

WHEREAS the Executive acknowledges the Executive's promotion to the position of Chief Executive Officer, her on-going employment with TransForm and the compensation, perquisites and benefits set out in this Agreement constitute good and sufficient consideration for the Executive's agreement to the within terms and conditions;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. TERM

(a) The Executive's start date in the position of Chief Executive Officer (the "Position") shall commence on 31 March 2022 (the "Start Date") and shall continue for an indefinite term unless and until terminated in accordance with Section 5. TransForm shall recognize the Executive's original start date of employment with TransForm of 11 December 2018 for all purposes under this Agreement for which service is a factor.

2. POSITION AND DUTIES

(a) In the Position, the Executive will report to TransForm's Board of Directors (the "Board").

(b) During the term of her employment, the Executive shall:

(i) Conduct herself in accordance with and discharge her fiduciary duties to TransForm;

(ii) Devote the Executive's full business time and attention to the affairs of TransForm and will use her skills and abilities to honestly, faithfully, diligently and in good faith promote the best interests of TransForm, and she shall not have any interests that conflict with those of TransForm; and

- (iii) Comply with the policies, standards, codes of conduct, rules and regulations of TransForm which are in force from time to time.
- (c) During the term of her employment, the Executive shall not, without the prior written consent of TransForm, undertake any other business or occupation or become a director, officer, employee or agent of any other company, firm, organization, including a not-for-profit organization.

3. COMPENSATION AND BENEFITS

(a) Base Salary

- (i) Commencing as of the Start Date, TransForm shall pay the Executive an annual base salary of \$235,000 (gross). Any salary increases shall be in the sole discretion of the Board.
- (ii) The Executive's base salary shall be payable in equal bi-weekly instalments or such other frequency consistent with TransForm's payroll practices.
- (iii) Increases to the Executive's base salary shall be in the discretion of the Board. However, any salary increases approved by the Board shall follow the grid set out below starting at Step 4.

Step 1	Step 2	Step 3	Step 4	Step 5
\$220,000	\$227,500	\$235,000	\$242,500	\$250,000

- (iv) Provided TransForm continues to sustain increased revenue year after year, the Board will consider implementing a pay for performance program for the Executive. It is understood and agreed the introduction of a pay for performance program at a future date is not guaranteed and is in the sole discretion of the Board.

(b) Pension Plan

- (i) During the term of her employment, the Executive shall participate in the Hospitals of Ontario Pension Plan ("HOOPP") in accordance with the terms and conditions of HOOPP.

(c) Benefits

- (i) During the term of her employment, the Executive shall participate in all of TransForm's benefit plans made generally available to employees of TransForm. The Executive's participation in said plans will be in accordance with the terms of the plan documents. TransForm shall waive any waiting period prescribed by the benefit plans.
- (ii) For insured benefits, TransForm is only required to pay its portion of the premiums and has no further obligation to the Executive.

- (iii) TransForm may, in its sole discretion, modify the terms of the benefit plans, change insurance carriers or replace the benefits plan upon notice to the Executive.

(d) Executive Coaching

- (i) For the 2022 calendar year, the Executive will continue to have access to an Executive coach in accordance with the Executive coaching program in effect at TransForm as of the date hereof. For any subsequent calendar year, any continuation of the coaching program and the extent of any coaching services provided shall be in the discretion of the Board based on an assessment of Executive's developmental needs and the cost of the coaching services.

(e) Vacation

- (i) In each calendar year, the Executive shall continue to be entitled to six (6) weeks of vacation with pay. Any increases to the Executive's vacation entitlement shall be in accordance with TransForm's vacation policy in effect from time to time.
- (ii) Vacation is earned through active service. Accordingly, if the Executive is absent from work for any reason on an unpaid leave of absence, the Executive shall continue to accrue vacation time, however, subject to applicable employment standards legislation, vacation pay shall be pro-rated to reflect the Executive's period of absence.
- (iii) Vacation is to be taken at times acceptable to TransForm having regard for its operations and business provided TransForm shall be required to act reasonably in considering any vacation request. Subject to the carryover provision set out in section (iv) below and the requirements of the Employment Standards Act, 2000 (the "ESA"), any vacation which is unused and is not carried over to the next vacation year will be paid out to the Employee.
- (iv) The Executive may carry over up to 20% of her annual vacation entitlement to the next vacation year in accordance with TransForm's vacation entitlement policy. Any vacation carry over must be used by March 31 of the subsequent vacation year. Any vacation carried over which is not used by March 31 of the subsequent vacation year shall be paid out to the Employee.
- (v) In the event the Executive's employment terminates for any reason including voluntary resignation, if the Executive has taken more vacation time than she has earned, the Executive authorizes TransForm to deduct the unearned vacation from any payments which are owed to the Executive as of the date her employment ceases.

4. EXPENSES

- (a) The Executive shall be reimbursed for all reasonable business expenses actually and properly incurred by the Executive in connection with her duties hereunder pursuant to

TransForm's expense policy in effect from time to time, including such professional membership(s), license(s), insurance, or registrations the Executive is required to obtain or maintain in order to perform the duties of her employment. For all business expenses in respect of which the Executive seeks reimbursement, the Executive shall furnish to TransForm such expense statements and supporting proof of payment, as and when required by TransForm in accordance with TransForm's expense policy in effect as of the date the expenses are incurred.

5. TERMINATION

(a) Termination for Cause

- (i) TransForm may terminate the Executive's employment at any time for Cause without providing any notice of termination, pay in lieu thereof or severance of any kind, subject only to the requirements of the ESA. In such event, the Executive shall be entitled to receive the Executive's outstanding salary, reimbursement for reasonable business expenses, and vacation pay, if any, accrued for the period up to and including the effective date of termination, and nothing further. All benefit coverage shall cease on the effective date of termination.
- (ii) For purposes of this Agreement, "Cause" means wilful misconduct, disobedience or wilful neglect of duty which is not trivial and has not been condoned by TransForm.

(b) Termination For Disability

- (i) If the Executive becomes unable to perform the regular duties of the Position due to illness or mental or physical disability for 120 consecutive days, or for a total of 180 days, consecutive or not within a 12 month period, TransForm may, in its discretion, and at all times subject to the requirements of the Ontario *Human Rights Code*:
 - (A) fill the Position on a temporary or permanent basis; or
 - (B) deem the Executive's employment to be frustrated. In the event TransForm deems the Executive's employment to be frustrated, TransForm may terminate this Agreement and the Executive's employment thereunder.
- (ii) For clarity, in the event TransForm exercises its right to fill the Position on a temporary or permanent basis in accordance with section 5(b)(i)(A), TransForm shall not be deemed to have waived its right under section 5(b)(i)(B) to terminate this Agreement at a future date in the event the Executive continues to be unable to perform the regular duties of the Position due to illness or mental or physical disability subsequent to the date on which the Position is filled.
- (iii) Nothing in this section 5(b) limits the rights of the Executive to apply for, or if application is made and approved by TransForm's disability insurer, to

receive benefits under any short term or long term disability insurance plan in effect as of the date of disability.

(c) Death of Executive

- (i) This Agreement and the Executive's employment thereunder shall automatically terminate if the Executive dies during the term of this Agreement.

(d) Entitlements Upon Termination for Disability or Death

- (i) In the event of termination for disability or death, the Executive and, in the case of death, the Executive's estate, shall be entitled to receive:
- (A) the Executive's outstanding salary and vacation pay up to and including the date of termination;
 - (B) reimbursement for any reasonable business expenses incurred up to and including the date of termination; and
 - (C) if applicable, the Executive's termination notice and severance pay entitlements pursuant to the ESA; and
- (ii) All coverage under TransForm's benefit plans and her participation in HOOPP shall cease effective the earlier of: (i) the date on which benefit coverage ceases pursuant to the terms of the applicable plan or (ii) the date of termination.

(e) Resignation by Executive

- (i) The Executive shall be entitled to terminate this Agreement and her employment with TransForm at any time and for whatever reason, upon providing four (4) months' written notice to TransForm. TransForm may, in its sole discretion, waive all or a portion of said notice in which case, TransForm shall:
- (A) pay to the Executive the vacation pay owing up to and including the Executive's last day of active employment;
 - (B) reimburse the Executive for any reasonable business expenses incurred up to the Executive's last day of active employment;
 - (C) pay to the Executive the salary which would have been paid to the Executive during any portion of the resignation notice period which is waived; and
 - (D) to the extent and if permitted by TransForm's insurer in accordance with then applicable plans and policies, continue the Executive's benefit coverage and participation in HOOPP during the three month resignation notice period.

(f) Termination Without Cause

- (i) TransForm may terminate the Executive's employment without Cause at any time by providing the Executive with written notice of termination setting out the last day of active employment (the "Termination Date"). Upon termination in accordance with this section 5(f), TransForm shall provide the Executive with the following payments and benefits:
 - (A) Payment of the Executive's outstanding salary accrued up to and including the Termination Date;
 - (B) Payment of the Executive's outstanding vacation pay accrued up to and including the date for which vacation is required to be continued under the ESA;
 - (C) Reimbursement for any reasonable business expenses incurred by the Executive up to and including the Termination Date;
 - (D) Continuation of the Executive's participation in HOOPP and coverage under the Employer's benefit plans up to and including the date for which benefits are required to be continued under the ESA;
 - (E) Payment of a severance payment calculated as follows:
 - (1) If the Termination Date is on or before the first anniversary of the Start Date; an amount equivalent to six months of the Executive's base salary;
 - (2) If the Termination Date occurs after the first anniversary of the Start Date but on or before the second anniversary of the Start Date, an amount equivalent to nine month' of the Executive's base salary;
 - (3) If the Termination Date occurs after the second anniversary of the Start Date but on or after the third anniversary of the Start Date, an amount equivalent to twelve months' of the Executive's base salary;
- (ii) The Executive agrees the payments and benefits set out in this Section 5(f) are reasonable and are in full satisfaction of any and all claims or entitlements the Executive has or may have upon the termination of her employment whether contractual, statutory or at common law. As a condition of receipt of payments and benefits set out in this section 5(f) which exceed the Executive's entitlements pursuant to the ESA, the Executive agrees to sign a full and final release of all claims relating to her employment and the termination thereof in a form acceptable to TransForm return same to TransForm within seven (7) days following the Termination Date.
- (iii) The Executive agrees not to disclose the terms or the nature of the severance arrangements set out in this section 5(f) to any Person save and

except for the Executive's spouse (if applicable), legal and financial advisors, and as may be required by law.

- (g) Employment Standards Act, 2000. In the event the Executive's entitlements upon termination for any reason pursuant to the ESA, exceed the entitlements prescribed by Sections 5(a)-(f) above as applicable, the Executive or, in the event of the Executive's death, the Executive's estate, will be provided with the Executive's minimum statutory entitlements in place of the above in full satisfaction of all obligations TransForm may have to the Executive whether statutory or under common law.
- (h) Return of Property. Upon any termination of this Agreement for any reason, the Executive must at once deliver or cause to be delivered to TransForm all data, equipment (including computer, telephone and mobile/smartphone/tablet computer), books, documents, effects, money, security or other property belonging to TransForm which are in the possession, charge, control or custody of the Executive.

6. CONFIDENTIALITY

- (a) As a consequence of the Executive's employment with TransForm, the Executive will acquire information about certain matters which are confidential to and the exclusive property of TransForm and to its clients (collectively, the "Confidential Information"), including without limitation:
 - (i) information concerning TransForm's services;
 - (ii) pricing strategies, operating techniques and concepts;
 - (iii) names and addresses of TransForm's suppliers and prices charged by suppliers; and
 - (iv) personal information relating to clients, patients, employees or suppliers.
- (b) The Executive acknowledges she is provided access to Confidential Information for the sole purpose of performing her duties and responsibilities as an executive of TransForm, and any other use is strictly prohibited.
- (c) The Executive acknowledges the Confidential Information as referred to in paragraph (a), if improperly disclosed, could be used to the detriment of TransForm. Accordingly, the Executive agrees that during the term of her employment, the Executive will abide by all TransForm policies concerning confidentiality, ownership of intellectual property and any proprietary information. Further, the Executive undertakes to maintain confidentiality with respect to all Confidential Information and agrees not to disclose it to any third party either during the Executive's employment, except as may be necessary to perform her duties, or after termination of the Executive's employment for any reason, except with the written permission of an officer of TransForm.
- (d) The Executive agrees that during the term of her employment, she will comply with TransForm's privacy policies, rules and procedures relating to personal health information.

- (e) The Executive understands if she breaches the confidentiality and privacy obligations set out in this Section 6, she may be subject to disciplinary action up to and including termination of employment.
- (f) Upon the Executive's employment ceasing for any reason, the Executive shall return all Confidential Information in her possession that is in written or electronic format or other tangible form (together with all copies or duplications of such information). This information shall not be retained by the Executive or furnished to any third party, in any form, except as specifically provided herein.

7. STATUTORY DEDUCTIONS

- (a) All amounts referred to in this Agreement shall be subject to applicable statutory withholdings and other authorized deductions.

8. ENTIRE AGREEMENT

- (a) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties relating to that subject matter. There are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

9. SEVERABILITY

- (a) If any provision in this Agreement is determined to be invalid, void or unenforceable by the decision of any court of competent jurisdiction, which determination is not appealed or appealable for any reason whatsoever, the provision in question shall not be deemed to affect or impair the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision or portion of such provision shall be severed from the remainder of this Agreement.

10. MINIMUM STANDARDS LEGISLATION.

- (a) For greater certainty, should any provision of this Agreement provide entitlements to the Executive that are less than her entitlements under the ESA, the entitlements under the ESA shall prevail.

11. AMENDMENT AND WAIVER

- (a) No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. INDEPENDENT LEGAL ADVICE

- (a) The Executive acknowledges she has been afforded the opportunity to obtain independent legal advice with respect to this Agreement and the Executive understands

the nature and consequences of this Agreement and is entering into this Agreement voluntarily and without duress.

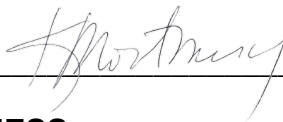
13. GOVERNING LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

Dated at Windsor, Ontario, Ontario, this 20th day of December, 2021

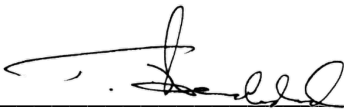


NORALYN BALUYOT



WITNESS

Dated at Windsor, Ontario, Ontario, this 20th day of December, 2021



TRANSFORM SHARED SERVICE ORGANIZATON
Per: Tony Haddad, Chair, Board of Directors