

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "**Agreement**"), effective on the 20th day of March 2023

ALBERTA HEALTH SERVICES

("AHS")

and

MAURO CHIES, of the City of Edmonton, in the Province of
Alberta (the "**Executive**")

(collectively, the "**Parties**")

RECITALS:

WHEREAS AHS is established pursuant to the Alberta *Regional Health Authorities Act*, and is responsible for the provision of health services throughout Alberta;

AND WHEREAS AHS wishes to employ the Executive as its President and Chief Executive Officer;

AND WHEREAS the Executive wishes to be employed with AHS as its President and Chief Executive Officer;

AND WHEREAS the Parties desire to confirm the terms and conditions of their employment relationship in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

- (a) "**Annual Base Salary**" shall mean the annual base salary as set out in section 4.1, and as may be increased from time to time;
- (b) "**Applicable Privacy Laws**" means any and all Applicable Laws relating to privacy and the collection of, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Health Information Act* and the *Freedom of Information and Protection of Privacy Act*;

- (c) "**Board**" means the official administrator or board of AHS, and any committee duly appointed by the official administrator or board;
- (d) "**Cause**" shall mean, when used with respect to the Executive's employment with AHS, any conduct which would constitute "cause" at common law, including (whether or not such matters constitute "cause" for purpose of the common law) without limitation;
 - (i) the Executive's gross negligence or wilful misconduct in the performance of duties;
 - (ii) conviction of (or plea to) an indictable offense under the Criminal Code of Canada or another offense involving moral turpitude;
 - (iii) the Executive's refusal, after fifteen (15) days' written notice from the Board, to perform the material lawful duties or responsibilities required of the Executive;
 - (iv) the Executive's wilful and material breach of any material provision of this Agreement, or any policy or code of conduct established by AHS;
 - (v) wilfully engaging in conduct that is known or should be known to be prejudicial or injurious to the interests of AHS or its reputation;
 - (vi) failing or ceasing to meet the requirements of any regulatory body whose consent is required to enable the Executive to undertake any or all of the Executive's Duties pursuant to this Agreement; or
 - (vii) petitioning for a bankruptcy order or having a bankruptcy order made against the Executive or taking the benefits of any legislation for the relief of insolvent debtors;
- (e) "**CEO**" means the President and Chief Executive Officer of AHS;
- (f) "**Confidential Information**" includes, without limitation, information related to the Intellectual Property of AHS, corporate opportunities, literature, data programs, contact lists, client lists, sources of supply or service providers, projections, business plans, or any other proprietary or confidential matter;
- (g) "**Disability**" shall mean the Executive's inability to substantially fulfill the Executive's Duties on behalf of AHS for a continuous period of six (6) months or more or the Executive's inability to substantially fulfill the Executive's duties on behalf of AHS for an aggregate period of nine (9) months or more during any consecutive twelve (12) month period, which the Parties agree would cause undue hardship to AHS that cannot be accommodated;
- (h) "**Duties**" shall mean those duties described in section 3.3 of this Agreement;
- (i) "**Effective Date**" means March 20, 2023;

- (j) "**FOIPP**" means the *Alberta Freedom of Information and Protection of Privacy Act*, as amended;
- (k) "**Intellectual Property**" means intangible property developed by AHS and its officers and employees including without limitation, ideas, concepts, outlines, synopses, treatments, inventions, discoveries, software, know-how, designs, design drawings, techniques, documentation and other materials, regardless of form or media on which it is stored, patents, works protected by copyrights and other intellectual property rights, trade secrets, trademarks, industrial designs, formulae, methods, processes, and any improvements to the foregoing;
- (l) "**Notice**" means any Notice given by one Party to the other Party in accordance with this Agreement;
- (m) "**Person**" means an individual, partnership, corporation, association, trust, joint venture, unincorporated organization, entity with juridical personality or governmental authority or body;
- (n) "**Personal Information**" means information about an identifiable individual;
- (o) "**Term**" means the period during which this Agreement remains in force pursuant to this Agreement;
- (p) "**Termination Date**" means the last day the Executive is actively at work for AHS, without regard to any period of notice (or payment in lieu of notice) that the Executive may be entitled to receive pursuant to this Agreement; and
- (q) "**Trial Period**" means the time period between the Effective Date and six months thereafter.

ARTICLE 2 TERM OF EMPLOYMENT

2.1 The Executive's employment with AHS and this Agreement shall commence on the Effective Date and shall continue indefinitely until terminated in accordance with this Agreement.

2.2 Notwithstanding Article 5 of this Agreement, during the Trial Period, either party may terminate this Agreement upon four (4) weeks' written notice and return the Executive to the role he occupied prior to March 2022 (for greater clarity, the Vice President, Cancer Care and Clinical Support Services), without termination pay. In returning to that role, the Executive shall be considered to have continuous employment and will be provided with compensation and benefits in accordance with his entitlements as Vice President, Cancer Care and Clinical Support Services.

2.3 This Agreement, and all compensation, including Annual Base Salary, benefits, and payments paid on termination of employment to the Executive, are subject

to public disclosure and periodic compliance audits, in accordance with the *Reform of Agencies, Boards and Commissions Compensation Act and Regulations*, as amended.

ARTICLE 3 DUTIES AND REPORTING

3.1 The Executive shall serve AHS in the capacity of President and CEO.

3.2 The Executive shall report to the Board or to such other governing body as may be established pursuant to the *Regional Health Authorities Act*, as amended.

3.3 The Executive shall perform on a full-time basis the following Duties:

- (a) The Executive shall perform the Duties reasonably expected in overseeing the operations of AHS in the provision of health services in Alberta.
- (b) The Executive shall implement the Board's directions, as required, and amended from time to time, at the Board's sole discretion.
- (c) The Executive shall perform the Duties honestly and in good faith with a view to the best interests of AHS.

3.4 The Executive will be based in Edmonton, Alberta. The Executive acknowledges that travel will be a regular requirement of the position of President and CEO and agrees to such travel as required. The Executive agrees to reside in Edmonton or to reside within reasonable daily commuting distance.

3.5 The Executive represents and warrants that the Executive has the requisite skills and experience to perform the Duties in accordance with the terms and conditions of this Agreement.

3.6 The Executive acknowledges that the Executive is in a fiduciary relationship to AHS. During the Term of this Agreement, the Executive will:

- (a) Serve AHS and the AHS Board loyally and faithfully and to the best of the Executive's ability;
- (b) Perform the Duties honestly and always with a view to the best interests of AHS, and in an efficient, prompt, professional, skillful, and careful manner in accordance with good management and modern methods, standards, and practices;
- (c) Observe and obey all Applicable Laws, regulations, rules and standards, and all policies, rules, systems, codes of conduct and procedures that AHS and the AHS Board may establish from time to time;

- (d) Devote the Executive's full working time and attention to the business and affairs of AHS, to the furtherance and operational success of AHS, and shall not, without the prior written consent of AHS, undertake during the course of the Executive's employment any other business or occupation or become a director, officer, executive, consultant or agent of another company, firm, proprietorship, society or not for profit or charitable organization. Notwithstanding the above, the Executive may maintain the Executive's current relationships and activities with industry organizations and not for profit or charitable organizations as disclosed to the AHS Chief Ethics and Compliance Officer so long as any such relationships shall not be in conflict with the Executive's duties to AHS pursuant to this Agreement;
- (e) Avoid any external commitments that interfere with the Executive's obligations to AHS or that constitute a potential, perceived or real conflict of interest;
- (f) Refrain from publicly taking positions in conflict with, or in opposition to, those of AHS and/or the AHS Board; and
- (g) In the discharge of the Executive's duties, observe, obey, and comply with the Executive's fiduciary duty to AHS, as well as the Executive's duty of loyalty, fidelity, and allegiance to act at all times in the best interests of AHS and to do no act and make no statement, oral or written, that would injure AHS's business, its interests, or its reputation.

3.7 The Executive agrees to abide by the policies and procedures of AHS, as currently outlined in the AHS Non-Union Exempt Employees Terms & Conditions of Employment, any other policies, or codes of conduct, as may be introduced and amended from time to time by AHS in its sole discretion.

3.8 The Executive's hours of work shall generally be those of other executive management employees of AHS, subject to additional working hours as reasonably necessary to fulfill the Duties.

ARTICLE 4 REMUNERATION AND BENEFITS

4.1 As of the Effective Date, the Executive shall be paid an Annual Base Salary of FIVE HUNDRED AND EIGHTY-THREE THOUSAND, FOUR HUNDRED AND FORTY-THREE DOLLARS (C\$583,443.00) representing Step 8 of the salary range for the CEO position. Should the salary range for the CEO position be adjusted to reflect changing economic or market conditions, any such adjustment shall apply to the Executive and the Annual Base Salary shall be adjusted accordingly. The Annual Base Salary will be paid in accordance with AHS's usual payroll practices, less required statutory deductions. On or after April 1 of each year, the Executive shall be eligible to move to higher steps in the salary range for the CEO position based on achievement of performance objectives, as assessed in the sole discretion of the Board.

4.2 The Executive shall be entitled to participate in the AHS group benefit plan in effect for management and non-union staff, as provided by AHS from time to

time. These insurance benefits will be provided in accordance with the formal plan documents or policies. AHS may, in its sole discretion, change carriers, plans or policies or amend, terminate, or discontinue any of its benefit plans, programs, or coverage.

4.3 The Executive shall be entitled to participate in the pension plan or plans applicable to management and non-union staff. The Executive's participation in, and entitlement to benefits arising from, the pension plan or plans shall be in strict accordance with the applicable terms of the pension plan or plans.

4.4 The Executive shall be entitled to thirty (30) paid days of annual vacation per year, pro-rated for partial years worked, in accordance with his entitlement under the vacation provisions that apply to management and non-union staff. Scheduling of vacation shall be subject to the prior approval of the Board and must not interfere with AHS's operational requirements.

4.5 The Executive shall be entitled to participate in all other terms and conditions that apply to management and non-union staff related to matters including leaves of absence, named holidays and sick leave/salary continuance.

4.6 The Executive shall be reimbursed for all reasonable out-of-pocket expenses actually and properly incurred by the Executive in connection with the Executive's Duties in accordance with AHS's reimbursement policies, expense guidelines and budgetary limits. For all such expenses, the Executive shall prepare statements and vouchers in accordance with any policy adopted by AHS from time to time concerning expenses.

ARTICLE 5 TERMINATION

5.1 AHS may immediately terminate the Executive's employment and this Agreement for Cause at any time by providing written notice of such termination to the Executive. AHS shall provide the Executive with payment of the Annual Base Salary earned for services rendered up to and including the Termination Date, plus payment for any accrued and unused vacation and reimbursable expenses owing up to and including the Termination Date. This payment shall constitute full and final satisfaction of all rights and entitlements which the Executive may have arising from the termination of the Executive's employment under this Section for notice, pay-in-lieu of notice, and severance pay, whether pursuant to contract, common law, statute or otherwise. By acceptance of this Agreement the Executive waives any further claims at common law relating to the termination of the Executive's employment under this Section.

5.2 The Executive's employment and this Agreement, and AHS's obligation to compensate the Executive with respect to employment, will terminate immediately:

- (a) upon the mutual written agreement of the parties;
- (b) upon the Disability of the Executive; or
- (c) upon the death of the Executive.

5.3 The Executive may terminate the Executive's employment and this Agreement by providing ninety (90) days' advance written notice of resignation to AHS. The Executive shall perform all services as required during the notice period. The Board may, waive all or part of this notice period in accordance with this Section and, upon doing so, the Executive's employment and entitlement to compensation and benefits arising from employment shall cease as set out in this Section. Should the Board waive the notice of resignation in whole or in part, the Executive shall continue to be provided with the Executive's Annual Base Salary and continuation of benefits up to and including the Termination Date or up to and including the date that any notice period prescribed by employment standards legislation expires, whatever is greater, and any accrued and unused vacation pay, and reimbursable expenses owing up to and including the Termination Date or up to and including the date that any notice period prescribed by employment standards legislation expires, whatever is greater.

5.4 AHS may immediately terminate the Executive's employment and this Agreement at any time for any reason other than Cause by providing written notice of such termination to the Executive, and in such event AHS shall, subject to section 5.6, pay to the Executive, within thirty (30) business days of the Termination Date (or such other date as shall be agreed between the Parties), the following:

- (a) the Annual Base Salary earned for services rendered up to and including the Termination Date;
- (b) all accrued and unused vacation pay, and all reimbursable expenses owing up to and including the Termination Date; and
- (c) in consideration of the Executive's 35 years of continuous service with AHS and its predecessors, a termination payment equal to TWENTY-FOUR (24) months of the Executive's Annual Base Salary as at the Termination Date multiplied by 1.15 in recognition of the loss of all benefits including group benefits and pension.

The above payments shall be subject to required statutory deductions and are inclusive of any termination or severance payments required under applicable provincial employment standards legislation. No further notice, pay in lieu of notice, termination or severance pay, or any such entitlements pursuant to common law will be provided and by acceptance of this Agreement the Executive waives any further claims at common law relating to any such termination under this Section.

5.5 The Executive expressly acknowledges and agrees that the termination payments contemplated in section 5.4(c) constitute reasonable notice and reasonable compensation for the termination of the Executive's employment without cause having regard to all factors that may be considered and include any such amounts that may be payable to the Executive under the *Employment Standards Code* (Alberta) or any other employment standards legislation. Accordingly, AHS's obligation to pay the termination payment shall be subject to the Executive's executing and delivering to AHS a release substantially in the form set out in **Schedule "A"** (other than any minimum amounts that may be payable under the *Employment Standards Code* (Alberta) which shall be payable in any event and at the times so required) and such release becoming irrevocable under applicable law. Upon AHS providing the Executive

with the termination payment, the Executive shall not be entitled to any further notice of the termination of the Executive's employment, payment in lieu of reasonable notice, termination pay, severance pay, damages, costs, benefits, loss of pension, or any other common law entitlements or other compensation in respect of the termination of the Executive's employment under this Agreement or otherwise.

Notwithstanding the foregoing, and for greater certainty, if the amounts by which the Executive would receive upon termination under this Agreement are less than minimum amounts that the Executive would be entitled to under the *Employment Standards Code* (Alberta) or under any other applicable employment standards legislation, then the Executive shall be entitled to receive the statutory entitlements under such legislation.

5.6 Notwithstanding the termination of this Agreement and the Executive's employment, or the manner of termination, the provisions of Articles 6, 7 and 8 shall survive such termination.

ARTICLE 6 CONFIDENTIALITY

6.1 The Executive acknowledges that the Executive will occupy a position of fiduciary trust and confidence and will acquire Confidential Information, which is the exclusive property of AHS.

6.2 During the course of the Executive's employment with AHS, the Executive will acquire and encounter Confidential Information belonging to AHS. During the Term of this Agreement and following its termination for any reason whatsoever, the Executive will keep all Confidential Information confidential and will not publish, disclose, or use any Confidential Information for any purpose whatsoever other than in the proper performance of the Executive's duties for AHS or with the express prior written consent of the Board, which consent may be arbitrarily withheld. Any information that becomes public, other than as a result of a breach by the Executive of the Executive's obligations of confidentiality under this Agreement, shall not be considered Confidential Information.

6.3 Upon termination of the Executive's employment and this Agreement for any reason, the Executive shall return to AHS all Confidential Information in the Executive's possession and control, together with any copies or reproductions thereof, which may have come into the Executive's possession during the course of or pursuant to this Agreement, and shall delete or destroy all computer files on the Executive's personal computer or other electronic devices which may contain any Confidential Information belonging to AHS, unless the Board provides express prior written consent to the contrary.

ARTICLE 7 NON-SOLICITATION

7.1 During the term of this Agreement, and upon the termination of the Executive's employment under this Agreement for any reason, for a period of TWENTY-FOUR (24) months after the Termination Date, the Executive agrees that the Executive will not, for any reason (either as an individual for their own account or as a partner or co-venturer or as an

employee, agent, independent contractor, consultant, sales representative, trustee, beneficiary, shareholder, officer, or director of any other person or entity, or in any other individual or representative capacity), without the prior written consent of AHS, solicit to hire or attempt to solicit to hire, either directly or indirectly, any person who at the time is employed by AHS or who was employed by AHS at any time during the period ending six months prior to the Termination Date.

ARTICLE 8 INTELLECTUAL PROPERTY

8.1 Any Intellectual Property which the Executive creates or conceives: (a) during the term of employment and which relates to the business of any member of AHS; and (b) which is based on, or which arises, in whole or in part, from the Confidential Information or the other Intellectual Property of AHS, shall be the sole property of AHS. At the request of AHS, but without further compensation, the Executive shall execute any documents necessary to reasonably evidence such ownership, to assign such ownership to AHS and shall give reasonable assistance to AHS to pursue any rights it may have in this regard, and AHS shall pay the out-of-pocket expenses incurred by the Executive in providing any such assistance.

ARTICLE 9 REMEDIES FOR BREACH

9.1 The Executive acknowledges and agrees that:

- (a) a breach of any of the provisions of Articles 6, 7, or 8 could cause substantial and irreparable harm to AHS which could not be adequately compensated for by damages;
- (b) a breach or threatened breach of the Articles 6, 7, or 8 of this Agreement shall entitle AHS, in addition to any other rights, remedies or damages available to it in law or equity, and without having to prove any damages to an interim injunction, interlocutory injunction and permanent injunction in order to prevent or restrain any such breaches or threatened breaches by the Executive or by any affiliate of the Executive; and
- (c) if any covenant or provision in Articles 6, 7 or 8 is determined to be void or unenforceable at law, then such covenant or provision shall be severed from the balance, which balance shall survive and be of full force and effect as between the Parties.

ARTICLE 10
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 The Executive acknowledges that any personal information (as such term is defined in FOIPP concerning AHS officers, directors, employees, clients, patients, or other individuals about whom AHS holds information may be subject to the requirements of FOIPP or other Applicable Privacy Laws.

10.2 The Executive acknowledges and agrees that AHS has the right to collect, use and disclose the Executive's personal information for purposes relating to the Executive's employment with AHS, including:

- (a) Ensuring that the Executive is paid for the services performed for AHS;
- (b) In connection with obtaining employee benefits, or in obtaining insurance or in connection with any outsourcing of information to third party suppliers or information processing services, including, without limitation, payroll, health benefits, insurance, or pension plan benefits;
- (c) Reporting purposes to the Minister of Health or other department of the Province of Alberta or anyone having authority over AHS, to the extent that such information is required to be reported;
- (d) As required by AHS to obtain and maintain business contracts;
- (e) For AHS internal operational purposes;
- (f) For the purposes of managing, administering, or terminating the Executive's employment;
- (g) For any purpose required or permitted under FOIPP and other Applicable Laws or Applicable Privacy Laws;
- (h) Monitoring the Executive's access to AHS electronic media services, including intranet and e-mail, to ensure that the Executive's use of such services is appropriate and in compliance with any policies AHS might establish from time to time; and
- (i) Any other purpose of which the Executive is given notice, and which AHS determines is related to the management and administration of the employment relationship.

10.3 The Executive acknowledges and agrees:

- (a) That through employment with AHS, the Executive will become aware of personal information that is collected, used, or disclosed by AHS;
- (b) Not to, without AHS prior written consent, disclose or make available such

personal information to any other person or entity except in the ordinary course of employment, or as required by AHS;

- (c) Not to sell, trade, barter, disclose or transfer personal information to any other party or use it for any other purpose other than the purposes permitted by this Agreement; and
- (d) That the Executive will follow all AHS rules and regulations with respect to personal information.

ARTICLE 11 NOTICE

11.1 Any notice required to be given hereunder shall be in writing and sufficiently made if delivered personally, sent by facsimile, or mailed by prepaid registered mail to the parties at their respective addresses herein.

- (a) **Mauro Chies:**



- (b) **AHS:**

Alberta Health Services
10301 Southport Lane, Calgary Alberta, T2W 1S7
Attention: Dr. John Cowell, Official Administrator

Any such notice shall be deemed to have been given on the date it is delivered if personally delivered or, if mailed or sent by facsimile on the third business day following the mailing thereof. Either party may change its address for service by giving written notice in accordance with this Agreement.

ARTICLE 12 GENERAL PROVISIONS

12.1 **Entire Agreement**

This Agreement, any schedules hereto, and any other policies, agreements or plans of AHS specifically incorporated hereto by reference, or that may be introduced and implemented by AHS during the Term of this Agreement, constitute the entire agreement between the Parties and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied, including, but not limited to, any prior offers or contracts of employment, between the Executive and AHS. The Parties do not rely upon or regard as material any representations or other agreements not specifically incorporated into and made part of this Agreement.

12.2 **Currency**

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

12.3 **Prior Obligations**

The Executive hereby represents to AHS that any confidentiality, non-solicitation, or non-competition obligations with any current or former employers to which the Executive is bound will not prevent the Executive from carrying out the Executive's duties as set out in this Agreement.

12.4 **Independent Legal Advice**

The Executive acknowledges that the Executive has had the opportunity to obtain independent legal advice with respect to the execution of this Agreement, or has waived that opportunity, and that the Executive has read, understands, and agrees with all of the terms and conditions contained in this Agreement.

12.5 **Waiver or Amendment**

Any waiver by a party of any breach of any provision of this Agreement by the other party shall not be binding unless in writing and shall not operate or be construed as a waiver of any other or subsequent breach by the Executive. Any amendment of this Agreement shall not be valid and enforceable unless recorded in writing and executed by the parties to this Agreement.

12.6 **Headings**

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

12.7 **Enurement**

The provisions of this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, other legal personal representatives, successors and permitted assigns.

12.8 **Further Assurances**

AHS and the Executive agree that they will from time to time do such further acts and execute and deliver all such further deeds, documents and instruments as may be reasonably necessary in order to fully perform and give effect to the terms and conditions of this Agreement.

12.9 Assignment

This Agreement may not be assigned by either Party without the prior express written consent of the other Party; provided that notwithstanding the foregoing AHS may assign its rights, obligations, and interests in and to this Agreement to any Person that acquires all or substantially all of the assets of AHS or to any Person that acquires or is amalgamated with AHS.

12.10 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without reference to its conflict of laws provisions. The parties hereby attorn to the jurisdiction of the courts of the Province of Alberta.

12.11 Time of the Essence

Time shall be of the essence of this Agreement.

12.12 Enforceability and Severability

If any paragraph, subparagraph, or provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, then such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date first written above, and effective as of the Effective Date.

ALBERTA HEALTH SERVICES

Per: 

Name **DR. JOHN COWELL, Official Administrator**



Witness – Lorinda Prociuk



MAURO CHIES

SCHEDULE "A"

FORM OF RELEASE

I, **Executive Name**, in consideration of the sum of **\$amount (amount in words)**, less amounts required to be withheld by law, and in consideration of other valuable consideration, the receipt of which is hereby acknowledged, do hereby remise, release and forever discharge **ALBERTA HEALTH SERVICES and ALBERTA HEALTH SERVICES BOARD**, its predecessors, successors, subsidiaries and assigns, and its respective officers, employees and agents (hereinafter referred to as the "**Releasees**") from all actions, complaints, causes of actions, contracts and covenants, whether express or implied, claims and demands for damages, costs, interest, loss or injury of every nature and kind whatsoever and howsoever arising, which I have had, may now have, or may hereinafter have, arising from any circumstances, cause, matter or thing whatsoever existing up to and inclusive of the date of this release, in any way connected with my employment with the said Releasees, including but not limited to the termination of my employment, the loss of any medical, insurance, short-term and long-term insurance coverage, pension, claims or benefits contributed to or sponsored by the said Releasees (including should I become disabled following my termination, any claims for insurance or other benefits, or loss of benefits), and all costs of seeking alternate employment.

FOR SAID CONSIDERATION I further covenant and agree to save harmless and indemnify the said Releasees from and against any and all claims and demands made by the Canada Revenue Agency requiring the Releasees to pay income tax, penalties or charges under the *Income Tax Act* (Canada) or the *Income Tax Act (Alberta)*, and from and against any and all claims and demands made by Service Canada with respect to any amounts which may, in the future, be found to be payable or repayable by the Releasees under the *Employment Insurance Act* (Canada) or the Canada Pension Plan.

I ACKNOWLEDGE receipt of all wages, overtime pay, vacation pay, general holiday pay, pay in lieu of notice of termination and all other amounts that I am entitled to by virtue of the *Employment Standards Code* and other applicable employment standards legislation and agree that I shall not commence any claim, demand, or complaint against the Releasees in regard to such legislation. I further release the Releasees of any liability for any claims arising from any circumstance, cause, matter, or thing whatsoever existing up to and inclusive of the date of this release that I have had, have, or may hereafter have under the *Alberta Human Rights Act* and other applicable human rights legislation and agree that I shall not commence any claim, demand, or complaint against the Releasees in regard to such legislation. In the event that I hereafter commence or threaten to commence any such claims, demands or complaints against the Releasees under either type of legislation, this Release may be raised as an estoppel and complete bar to any such action, claim, demand, complaint or proceeding.

FOR SAID CONSIDERATION I further covenant not to disclose the terms of this Release to members of the public, including the employees and former employees of Alberta Health Services, excepting only any necessary communication with my legal and financial advisors on the express condition that said advisors maintain the confidentiality thereof, or any disclosure which is required by law. The monetary terms of this Release may be required to be disclosed pursuant to *The Public Sector Compensation Transparency Act* ("The Act"). In the event of such disclosure, as required by law, the parties are still subject to the same confidentiality obligations as stated above, except to the extent that disclosure is required by the Act.

I ACKNOWLEDGE that during my employment with the Releasees, I have had access to certain confidential and proprietary information, the disclosure of which could seriously harm the business interests of the Releasees or Releasees' business partners, customers, clients, or service providers. I therefore agree, in addition to any other conditions of confidentiality to which I have agreed:

- (a) not to disclose or release any confidential or proprietary information of the Releasees, Releasees' business partners, customers, clients, or service providers;
- (b) that I have taken, and will continue to take in the future, appropriate precautions to safeguard the confidential and proprietary information of the Releasees; and
- (c) that I have not been released from and will abide by any and all obligations of confidentiality that I have to the Releasees or Releasees' business partners, clients, or service providers, whether under contract or imposed by law.

I ACKNOWLEDGE AND FURTHER COVENANT:

- (a) that I have not removed any records, in any form, including electronic records, belonging to the Releasees, its clients, or others doing business with the Releasees; and
- (b) to return to the Releasees any such records now in my possession.

I FURTHER COVENANT AND AGREE that I will not disparage the Releasees or its businesses or act in a manner which would be to the detriment or prejudice of the Releasees or its management and officers.

I FURTHER COVENANT AND AGREE that I will not make any claims or take any proceedings against the Releasees or against any other person, corporation or entity that might claim contribution or indemnity under the provisions of any statute or otherwise against the Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that the payment and other consideration set out in paragraph 1 of this Release is not deemed any admission whatsoever of liability on the part of the Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that I have had the opportunity to obtain independent legal advice in respect of the contents of the within Release and waive all further rights in that respect. I fully understand this Release and the terms of the settlement. I have not been influenced by any representation or statements made by or on behalf of Alberta Health Services or the Alberta Health Services Board. I hereby freely, voluntarily and without duress accept and agree to be bound by the said terms for the purpose of making full and final compromise, adjustment, and settlement of all claims as aforesaid.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release contains the entire agreement among me, Alberta Health Services and Alberta Health Services Board with respect to the subject matter of the Release, and that the terms of this Release are contractual and not a mere recital.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release may be executed and delivered by facsimile, e-mail, or other means of electronic transmission capable of producing a printed copy.

DATED this ____ day of _____, 20__.

Witness Signature

Executive Name (signature)

Printed Name and Address of Witness