

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 20th day of July, 2026

BETWEEN:

Peterborough Regional Health Centre

(the “**PRHC**”)

and

Noel Bennett

(the “**Executive**”)

(Collectively referred to as the “**Parties**” and singularly as the “**Party**”)

WHEREAS the Executive has been employed by the PRHC as EVP, Clinical Services and Chief Nursing Executive in accordance with the terms and conditions set out in the Employment Agreement between the Executive and PRHC, dated April 1, 2022;

AND WHEREAS the PRHC wishes to temporarily promote the Executive to the role of Interim Chief Executive Officer;

AND WHEREAS the Executive agrees to temporarily provide services in the role of Interim Chief Executive Officer as of the Effective Date (as defined below) under the terms and conditions set out herein;

AND WHEREAS the Executive understands and agrees that he shall return to his regular position of EVP, Clinical Services and Chief Nursing Executive, and revert to his usual and regular terms and conditions of employment, at the end of the Executive’s temporary assignment as Interim Chief Executive Officer;

AND WHEREAS in consideration for the terms of this Agreement, in accordance with the terms and conditions set out herein, the Executive shall receive a temporary salary increase, as well as other enhanced entitlements;

AND WHEREAS the Parties intend that this Agreement will supersede and cancel any prior agreements between the Executive and the PRHC, as of the Effective Date (as defined below), including without limitation, the Employment Agreement executed on April 1, 2022;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the PRHC and the Executive agree as follows:

1. **Effective Date and Term:** the Executive shall serve the PRHC in the capacity of Interim Chief Executive Officer (“Interim CEO”) commencing as of September 25, 2026 (the “Effective Date”), on a temporary basis, and shall continue indefinitely thereafter, unless terminated in accordance with the provisions of this Agreement.

Following the end of the Executive’s temporary assignment as Interim CEO, the Executive acknowledges and agrees that he will return to his regular position as EVP, Clinical Services and Chief Nursing Executive and the applicable terms and conditions of his employment shall be those associated with the Vice President role.

2. **Work Location:** The Executive’s primary place of employment shall be at the premises of PRHC (the “Workplace”). If working remotely, the Executive must maintain a safe, secure, and private home office in Peterborough, Ontario. The Executive agrees that any remote work will only be performed within the Province of Ontario unless otherwise specifically authorized in advance by the PRHC.

The Executive must provide the PRHC with advance written notice of any proposed change to their primary residence or remote work location that would result in the Executive residing or performing work outside the Province of Ontario. The PRHC is only agreeing to employ the Executive within the Province of Ontario, and the Executive acknowledges and agrees that any decision to relocate outside Ontario, or to perform work outside Ontario without the PRHC’s prior written approval, may result in the termination of the Executive’s employment.

The Executive further acknowledges that the PRHC may amend or eliminate its remote or hybrid work policies, require the Executive to work from a different location within Ontario, or otherwise modify the Executive’s work location to meet operational requirements. Any such change shall not constitute a breach of this Agreement or constructive dismissal.

3. **Duties:** The Executive shall perform such duties and exercise such powers as are normally associated with and as outlined in the job description attached as Schedule “A” or incidental and ancillary to the position for which he is employed, including such

other duties and responsibilities as he may be reasonably assigned by the PRHC.
Without limiting the foregoing, the Executive:

- a. Shall devote substantially his full time and attention and his best efforts during normal business hours and such other times as may be reasonably required, to the business and affairs of the PRHC and shall not, without prior written consent of the Board of Directors (the “Board”), undertake any other business or occupation or public office which may detract from the proper and timely performance of his duties hereunder;
- b. Shall in all respects conform to and comply with the directions and policies of the PRHC, perform each of the duties assigned to the Executive from time to time by the PRHC to the best of his skill and ability and in the best interest of the PRHC, provided such directions, policies, and duties are reasonable and consistent with the terms of this Agreement;
- c. Shall act at all times in compliance with his fiduciary duties and use his best effort to promote the interest and goodwill of the PRHC and not knowingly do, or permit to be done, anything which may be prejudicial to the PRHC’s interests; and
- d. Shall identify and duly report to the Board and Chairman of the Board, at a formal meeting of the Board or otherwise, any material non-compliance with applicable legislation by the PRHC or its management that would reasonably be expected to have a material adverse effect on the operations of the PRHC.

The Executive acknowledges and agrees that when the Executive returns to his regular position of EVP, Clinical Services and Chief Nursing Executive, his duties and responsibilities will revert to those associated with the EVP, Clinical Services and Chief Nursing Executive role.

4. **Reporting:** The Executive will report directly to the Chairperson of the Board or such other person or persons as may be directed by the PRHC from time to time.
5. **Compensation**

- a. **Base Salary:** The Executive's base salary will be \$370,000 per year or an increased amount as may be set by the PRHC from time to time, less statutory deductions and withholdings (the "Base Salary").
- b. **Performance Management Program:** There shall be withheld from the Base Salary an amount equal to two per cent (2%) of the Base Salary which shall be available to the Executive as an annual performance incentive ("APR"). The Executive will be eligible to receive all or a portion of the APR, based on the achievement of the initiatives set out in PRHC's Quality Improvement Plan.
- c. The Executive shall only be entitled to payment of the APR if the Executive remains actively employed by PRHC on the applicable payout date.
- d. **Pension and Benefits:** The Executive will continue to participate in the Healthcare of Ontario Pension Plan ("HOOPP"), in accordance with and subject to the terms and conditions of the HOOPP, as amended from time to time. The Executive's contributions to the HOOPP will be deducted from the Executive's pay and remitted to the HOOPP on a regular basis.

Subject to any applicable waiting period and eligibility criteria, the Executive shall participate in PRHC's group benefits plans for full-time non-union employees at the applicable level (including but not limited to, the Hospitals of Ontario Disability Income Program), in accordance with the terms of such plans, as amended from time to time. If already enrolled, the Executive's participation will continue on that basis following the Effective Date, subject to the terms and conditions of the applicable plan documents, as amended from time to time.

The Executive's portion of the premium contributions for such plans will be deducted from the Executive's pay, and this will be the PRHC's good and sufficient authority for so doing. Eligibility and entitlement to the Plan shall be in accordance with the qualifying terms and conditions as defined in the applicable plan, as amended from time to time. All decisions with respect to entitlement for benefits are determined exclusively by the plan provider.

6. **Hours of Work:** the Executive's hours of work will be determined by the PRHC from time to time in accordance with the requirements and customary expectations of the position of CEO and the operational and other requirements of the PRHC.
7. **Overtime:** the Executive understands and agrees that their employment will be supervisory or managerial in character as that phrase is contemplated in the *ESA*. As such, the Executive further understands and agrees that the Executive will not be entitled to overtime pay at any time, or for any reason, during the course of the Executive's employment with the PRHC unless the Executive position loses its supervisory or managerial character pursuant to the *ESA*.
8. **Vacation:** The Executive will be entitled to vacation time and vacation pay in accordance with the PRHC's Vacation Policy, as amended from time to time. The Executive's vacation entitlements shall be determined based on the Executive's years of service in accordance with the PRHC's Vacation Policy, as amended from time to time. No vacation time may be taken without prior approval of the PRHC.

Subject to the PRHC's applicable policies and procedures as they may exist or be amended from time to time, the Executive will also be entitled to up to three (3) float days per calendar year, to be taken at a time or times acceptable to the PRHC in consultation with the Executive, having regard to the PRHC's operational considerations.

All other entitlements to public holidays and paid or unpaid leaves of absence will be determined in accordance with the *ESA*, or PRHC's relevant policies as applicable to the Executive and as they may be amended from time to time, whichever provides the greater benefit.

9. **Expenses:** The Executive shall be reimbursed for all reasonable travel and other out-of-pocket expenses properly incurred by the Executive from time to time in connection with his duties. The Executive shall furnish to the PRHC all invoices or statements in respect of which the Executive seeks reimbursement and shall follow the PRHC's policies and practices in relation to business expense reimbursement.
10. **PRHC Policies:** The Executive shall continue to be bound by and shall faithfully observe and abide by all of the PRHC's rules, regulations, procedures, and policies, in existence from time to time, which are brought to the Executive's notice or of which the Executive ought reasonably to be aware. The Executive specifically agrees that it

is incumbent upon the Executive to familiarize themselves with all such rules, regulations, procedures, and policies and to periodically review them.

11. Termination of Employment

- a. **By the PRHC:** the PRHC may terminate the Executive's employment for willful misconduct, disobedience or willful negligent of duty that is not trivial and has not been condoned by the PRHC, upon providing the Executive with only such minimum entitlements applicable in the circumstances as required by the *Ontario Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended or any successor statute (the "*ESA*"), including but not limited to, as applicable, any required notice of termination (or termination pay), severance pay, vacation pay, and ongoing participation in all benefits and any benefit plan (including, without limitation, any group benefits plan and any pension plan) in which the Executive is entitled to participate for the applicable minimum notice period (if any) required by the *ESA*.
- b. **By the PRHC, without cause:** The PRHC may terminate the Executive's employment on a without cause basis upon providing the Executive with written notice of termination or pay in lieu of notice (or a combination thereof) equal to four (4) weeks per completed year of service, with a minimum of four (4) and a maximum of fifty-two (52) weeks (the "Notice Period").

The PRHC will have the discretion to provide the Notice Period by way of working notice, payment in lieu of notice, or a combination thereof. In the event that payment in lieu of notice is provided, it shall be calculated on the basis of the Executive's annual salary, less statutory deductions and withholdings. If the PRHC elects to provide working notice in fulfillment of its obligations under this Agreement, it will nonetheless provide a portion of the Notice Period as pay in lieu of notice at least equal to the Executive's entitlement to severance pay, if any, under the *ESA*.

All benefits and other entitlements and prerequisites to which the Executive is ordinarily entitled pursuant to the *ESA*, including but not limited to continuation of all benefits and accrual of vacation, will only be continued for the minimum statutory notice period expressly required by the *ESA*.

For greater certainty, nothing in this Agreement is intended to contract out of the Executive's rights and the PRHC's obligations under the *ESA*. If the application of any provision of this Agreement would result in the Executive receiving less than entitlements under the *ESA*, the Parties agree that the Executive shall instead receive entitlements under the *ESA*.

The Executive agrees that the entitlements set out above are inclusive of all statutory and common law termination entitlements. The Executive understands and agrees that, at all times, the Executive's entitlements upon the termination of employment will be strictly limited to the Executive's entitlements outlined herein, and at no time, and in no circumstance, will the Executive be entitled to reasonable notice calculated pursuant to any implied terms of the Executive's employment at common law.

- c. **By the Executive:** the Executive must provide the PRHC with twelve (12) weeks of advance written notice if the Executive chooses to resign. The PRHC may, in its sole and absolute discretion, elect to waive this notice, in whole or in part, by providing the Executive with what wages and benefit continuation and all other entitlements the Executive would have otherwise received during this period.
 - d. **PRHC property:** in the event of the termination of the Executive's employment, the Executive agrees to immediately return all PRHC property in the Executive's possession, but not necessarily limited to, electronic equipment, documents, and keys. The Executive also agrees to irretrievably delete all electronic information relating to the PRHC and its clients including, but not limited to, e-mail, PDF and Word documents, and the like, which may otherwise be available to the Executive on a smartphone, tablet, cloud storage service, or other means of electronic storage.
12. **Temporary layoff:** The Executive acknowledges and agrees that the PRHC may temporarily lay the Executive off in accordance with the provisions of the *ESA*.
13. **Confidential Information:** The Executive acknowledges that they will acquire information about certain matters which are confidential to the PRHC. These matters include, but are in no way limited to, marketing and pricing strategies, client names and contact information, client requirements, client lists, strategy, the financial

affairs of the PRHC and other confidential business information which belongs to the PRHC or its clients ("Confidential Information").

The Executive agrees to hold all Confidential Information in the strictest confidence and that the Executive will not publish, disclose or make use of any Confidential Information other than for the purposes of executing the Executive's employment duties in good faith. The Executive acknowledges that the obligation not to disclose to others or use Confidential Information continues following the end of the Executive's employment with the PRHC, however that end is brought about.

The Executive agrees that the foregoing obligations shall not apply to any information that (i) becomes freely available to the public without the Executive's assistance or as a result of an illegal act, including an act which could attract civil liability in the absence of criminal liability; or (ii) is required to be disclosed pursuant to law, or an order from any court of competent jurisdiction, regulatory body or other valid legal process, in which case the Executive agrees to provide the PRHC with reasonable advance written notice of any such disclosure obligation.

14. Non-Solicitation: During the Executive's employment with the PRHC, and for a period of twelve (12) months following any termination of the Executive's employment, the Executive will not, directly or indirectly, in any manner whatsoever:

- i. solicit or induce any employee of the PRHC to leave their employment with the PRHC; or
- ii. Solicit or induce any client of the PRHC to attempt to direct any such client away from the PRHC.

For the purpose of application of this section following any termination of the Executive's employment, "client" shall include only those parties located within the province of Ontario with whom the Executive had direct business dealings by virtue of the Executive's employment relationship with the PRHC within the twelve (12) months prior to the Executive's departure.

15. Intellectual Property: All data, reports, documents, work realized and other intellectual property created, made, designed, produced, or obtained during the course of the Executive's employment shall belong to the PRHC. As a result, the Executive hereby assigns and agrees to assign all intellectual property rights as of their creation. In addition, the Executive hereby unconditionally and irrevocably

renounces and waives all moral rights and rights of a similar nature to such intellectual property. The Executive also acknowledges that the PRHC has the right to use, modify or reproduce any document or work realized by the Executive without the Executive's authorization and without the Executive's name being mentioned.

16. **Conflict of Interest:** During the Executive's employment with the PRHC, the Executive shall not, without the written authorization of the PRHC's Board Chairperson or their designate, not to be unreasonably withheld, engage in any activities, either during or outside of working hours, that create a conflict with the interests of the PRHC, nor shall the Executive provide any service to any person, corporation, group or organization if the provision of such service would actually or potentially create a conflict of interest with the interests of the PRHC.
17. **Entire Agreement and Amendment:** The Agreement constitutes the entire agreement between the Executive and the PRHC with respect to the subject of the Executive's employment with the PRHC. If there is a conflict between this Agreement and any of the PRHC's policies, then the terms of this agreement will prevail. This Agreement may be amended in writing by the mutual agreement of the Executive and the PRHC.
18. **Waiver:** A waiver of any term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach or failure of the same or any other term and condition.
19. **Governing Law:** The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and any federal laws applicable therein. The courts and tribunals of the Province of Ontario shall have exclusive jurisdiction to determine any action, issue or dispute arising under this Agreement.
20. **Severability:** If any section or subsection of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable for any reason, then such section or subsection shall be severed from this Agreement and the remainder of the Agreement shall be valid and binding upon the Executive and the PRHC, and remain in full force and effect as if such section or subsection was not included as part of the Agreement.
21. **Acknowledgement and Acceptance:** The Executive acknowledges and agrees that the Executive has read, understood and agrees to the terms of this Agreement and further agrees that the terms of this Agreement are fair and reasonable. The Executive

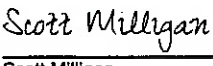
acknowledges that the Executive has had independent legal advice or the opportunity to obtain such advice, but chose not to do so, prior to executing this Agreement.

Signed: 

Date: July 20, 2026

Name: Noel Bennett

FOR THE PRHC:

Signed: 
Scott Milligan

Date: 07/20/2026 EDT

Name: Scott Milligan, PRHC Board Chair

"I have the authority to bind the organization"

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 21st day of September, 2026

BETWEEN:

Peterborough Regional Health Centre (“PRHC”)

and

Noel Bennett (“Executive”)

WHEREAS the Executive has been employed by PRHC as EVP, Clinical Services and Chief Nursing Executive in accordance with the terms and conditions set out in the Employment Agreement between the Executive and PRHC, dated April 1, 2022;

AND WHEREAS the Executive agreed to temporarily provide services in the role of Interim Chief Executive Officer pursuant to an Employment Agreement dated July 20, 2026 (“**Employment Agreement**”);

AND WHEREAS PRHC and the Executive wish to amend the Employment Agreement to add to Paragraph 5 – Compensation the following provision as paragraph 5 d:

AUTOMOBILE ALLOWANCE

The Executive is entitled to an automobile allowance of \$1000 per month as a taxable benefit.

Signed:  Date: 09/18/2026 EDT
Noel Bennett

Name: Noel Bennett

Noel Bennett

FOR PRHC:

Signed:  Date: 09/18/2026 EDT
Scott Milligan

Name: Scott Milligan, PRHC Board Chair

“I have the authority to bind the organization”