

SUMMARY of CONTRACTUAL TERMS and CONDITIONS as of APRIL 2019

for

MAX LIEDKE
SENIOR VICE PRESIDENT & CHIEF OPERATING OFFICER

Element of Total Compensation Plan	Description	HSN Cost (Annual)
Base Salary		\$255,441
Performance Pay	Up to 10% of base salary based on achievement of pre-determined performance goals	\$0 - \$25,544
Length of Term	6 years - August 20, 2018 – August 19, 2024	
Relocation Allowance	Resignation prior to the completion of the 6 year renewable term will result in a deduction from final pay prorated for the proportion of the 6 year term not completed	\$10,000
Professional	Seminars and professional/college memberships are provided for work-related accountabilities	Subject to approval by President & CEO
Vacation / Paid Holidays	Eligible for absent time with payment per annum. Unused days will not be carried forward to the following year, and are forfeited without any additional payment or accrual value.	6 weeks + non-union paid holidays
Extended Health Care	A package available to all managers. The cost is split between the employee and the hospital – 25%/75%	\$3,348
Dental	A package available to all managers. The cost is split between the employee and the hospital – 25%/75%	\$1,209
Semi Private Hospitalization	A benefit provided to all employees, hospital paid	\$94
Sick Leave	All employees are eligible for 15 weeks of sick leave benefit	Eligible
Long Term Disability	An income replacement benefit provided to all managers after a 15 week qualifying period. HSN pays the basic benefit, the employee pays the enhanced benefit. Cost to employee is 0.87% + 8% PST = \$2,814	(Calculation 2.59% + 8% PST) = \$9,546
Healthcare of Ontario Pension Plan (HOOPP)	All full time employees are enrolled in HOOPP and HSN's contributions are required according to HOOPP Calculation 6.9% of earnings up to YMPE (\$55,900) + 9.2% over YMPE Cost to employee = \$22,180	For each \$1.00 employee contributes, HSN contributes \$1.26 = \$27,947
Termination	6 year fixed term agreement expiring August 19, 2024, 6 month renewal window. If the executive is terminated without cause, an allowance is provided to compensate for bridging to new employment	12 months plus one month for each completed year of service greater than two, to a maximum of 24 months

Unless otherwise required, the above summary is reviewed annually and adjusted as required at the beginning of each fiscal year to factor in any changes to contract terms and/or benefit premiums. Updates are posted by June 15th of each year.