

Advanced Benefit Solutions Inc. Benefit Administration Agreement

Private Health Services Plan

Plan Administrator: Advanced Benefit Solutions Inc., PO Box 1860 Didsbury, AB T0M 0W0
("Administrator")

Policyholder: _____
("Insured")

Insured: The employee's of the Policyholder and the employee's eligible dependents as determined by the Policyholder.

Monthly Premium: \$ _____

Administrators' Fee _____ % of all claims paid ("Fee")

Other Taxes: Where applicable, Goods and Services Tax (GST) and/or, Harmonized Sales Tax (HST) and/or Provincial Sales Tax will be added to the Administrator's Fee.

Term: The agreement will commence on the effective date and continue for a one year period. This agreement shall be automatically renewed for successive one year periods thereafter unless either party sends to the other a written notice of non renewal at least 30 days prior to the date of commencement of each renewal term.

Other Terms: _____

Plan Start Date: The Administrator and the Policyholder agree to establish and administer the Private Health Services Plan ("Plan") on the terms specified below, effective as of _____, 2010.

TERMS

1. **Coverage** – The Plan covers all hospital, medical and dental expenses of the Insured (“Claims”) that qualifies as an expense under The Income Tax Act of Canada (“ITA”) and is not prohibited by law.
2. **Policyholder Contributions** – (If Applicable) The Policyholder shall contribute the first monthly contribution to the Administrator and shall continue to contribute each monthly contribution on the first day of each month for as long as the Plan is in force. The Administrator, at its option and with reasonable notice, may require an increased monthly contribution or an additional payment(s) if; in its reasonable assessment such a payment(s) is necessary to increase the Policyholders account to cover its known or projected obligations including, without limitation, the payment for the Claims and the Admin Fee. The monthly contribution and any additional payments by the Policyholder are herein sometimes collectively called the “Contributions”.

The Contributions shall be made payable to the Administrator’s corporation and will be deposited into the Administrator’s account to the credit of the Policyholder and be managed by The Administrator until a pay-out is required under Paragraphs 4, 6, and 7 of this Agreement.

3. **Claim Approval and Submission** – The Administrator, upon receipt of a claim from an employee of the Policyholder, shall determine whether the claim is for an eligible expense covered by the Plan.

For consideration of payment, all claims must be received no later than 30 days after the earlier of

1. The end of the benefit year during which you incur the expenses, or
2. The end of your Extended Health Coverage.

4. **Claims and Fee Payment** – Upon receipt of an eligible claim, the Administrator shall issue payment for the Claim by cheque directly to the Individual/Insured and shall provide notification of such payment to the Policyholder. The Administrator will deduct the Fee from the Policyholder’s account for administering the claim at the time the cheque for the Insured is issued.
5. **Insurer Indemnity** – Should the Policyholder request the Administrator to pay a Claim for which there is not a sufficient balance in the Policyholder’s account and should the Administrator agree, at its sole option, to make such payment. The Policyholder shall be liable for and indemnify and save harmless the Administrator from all manners of action, causes of action, damages or expenses whatsoever which may be brought or made against the

Administrator as a result of making such payment and to the Administrator for such payment and the Fee.

6. **Reporting** – Within 30 days of the end of each calendar year or within 30 days of termination pursuant to Paragraph 7, the Administrator shall provide a report, effective as of December 31 or at the date of the termination respectively which reconciles the Contributions received, Claims received and paid and the Administrative Fee paid. Any positive principal balance remaining from the Contributions at the calendar year end or on termination shall be paid to the Policyholder. Any negative principal balance, together with any accrued but unpaid Fee shall be paid by the Policyholder to the Administrator.
7. **Termination Prior to the Term Date** – The Administrator or the Policyholder may terminate this Agreement on 30 calendar days written notice to the other at the address indicated. Thereafter the payment required by Paragraph 6 shall be made immediately.
8. **Tax Treatment** – The characterization of the Contributions and the Claims paid under the ITA is a matter to be assessed solely by the Policyholder and the Administrator.
9. **General** – Time is important. This Agreement is governed by the laws in force in Alberta. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable then such provision shall be severed and the remaining terms and covenants shall be unaffected and enforced to the greatest extent permitted by law. No amendment of the Agreement shall be valid unless in writing and signed by the Policyholder and the Administrator. Words importing the singular number include the plural and vice versa as required by the context. The Summary forms part of this Agreement.

The parties hereto have executed this Agreement of three (3) pages in total to be effective as of the date and year first above written.

Signed on this _____ (day) of _____(month), _____(year)

Administrator

Policyholder

Signature

Signature

Print Name

Print Name