



ADMINISTRATION SERVICES AGREEMENT

Table with 2 columns: OFFICE USE ONLY, ASO ACCT No., REP ID

BETWEEN: Vital Health Savings Plan (hereinafter called "Vital") - and -

(hereinafter called "the Employer")

WHEREAS:

- (A) The Employer intends to establish an Employee Benefit Plan... (B) Vital is engaged in the business of providing financial and administrative services; NOW THEREFORE VITAL and the Employer hereby agree as follows:

Responsibilities of Vital

Vital shall provide the following services to the Employer:

- 1. Vital will provide consultation to the Employer with regard to requirements to establish the Vital PHSP for its employees. 2. Vital will assist the Employer with implementing the Vital PHSP. 3. Vital will administer and manage the Vital PHSP on an ongoing basis. 4. Administration of the Vital PHSP will include but not be limited to the following: a. Establishing individual accounts... b. Confirming that eligible medical and dental expenses... c. Monitoring claims... d. Establishing client reporting procedures... e. Processing, adjudicating and reimbursing claims... f. Arbitrating contestable claims... 5. Vital will hold all monies received from the Employer in a bank account... 6. Vital will be entitled to all interest earned on monies received from the Employer.

Responsibilities of the Employer

- 1. The Employer agrees to pay Vital's administrative fees and all applicable taxes as set out in Schedule A. 2. The Employer will ensure that the plan remains funded in a manner necessary to meet its obligations to its employees and Vital. 3. The Employer hereby certifies that benefits will be payable under the Plan by virtue of Employees' roles as employees of Employer... 4. The Employer will hold Vital, its directors, officers, employees, agents and representatives harmless against any liability for losses, claims, damages, or penalties... 5. The Employer shall provide Vital with a current record of all eligible employees and dependents covered under the plan. 6. The Employer shall notify Vital immediately about changes affecting the eligibility of any employees and/or dependents... 7. The Employer shall maintain a registry of all eligible employees signifying which employees are participating in the Vital PHSP.

Other Terms

- 1. The Employer authorizes Vital to apply payments on the Employer's account in settlement of: a. eligible claims payable to Employees under the Vital PHSP, b. administration fees due to Vital, and c. applicable taxes.

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2. If, on review of Employee claims, Vital is not satisfied that all or part of an Employee claim qualifies as an eligible expense under the Income Tax Act (Canada), Vital will have the right, in its sole discretion, to decline to reimburse said Employee's claim for such expense.
3. Vital shall not be liable in the event that it has paid a benefit for which an employee was not eligible because the Employer failed to supply Vital with timely or accurate information in the manner satisfactory to Vital
4. This agreement can be terminated by either party upon 30 days written notice to the offices of the other party. Termination of this agreement constitutes termination of the Vital PHSP.
5. In the event this agreement is terminated:
 - a. Vital shall have no obligation under the Vital PHSP beyond paying claims for expenses incurred up to and including the date of termination;
 - b. Employer shall be required to fund its obligations under this agreement, including claims for expenses incurred up to the date of termination, as well as fees and taxes applicable thereto due to the administrator, for a period of up to 90 days after the date of termination.
 - c. Employer must promptly communicate to the Employees the termination of the Vital PHSP and a requirement to file eligible claims no later than 60 days after the date of termination
6. This agreement, together with the accompanying Schedules A and B, copies of which are attached and made a part hereof, constitutes the entire agreement.
7. This Agreement may be modified or amended only by an instrument in writing signed by both parties.
8. No agent, broker or other third party has the authority to waive any part or conditions of this Agreement, to modify the Agreement, or to bind Vital by making any promise or representation or by giving or receiving any information.
9. Time is of the essence of the Agreement.
10. If any part of this Agreement or any amendment hereto shall be determined by any court of competent jurisdiction to be illegal, void or unenforceable, the other terms of the Agreement shall remain in full force and effect to the fullest extent possible, notwithstanding the removal of the terms found to be illegal, void or unenforceable.
11. Notices required to be given under this Agreement shall be in writing given to the parties at their respective addresses set out in Schedule A.
12. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

THE TERMS OF THIS AGREEMENT

are hereby accepted by the parties hereto this _____ day of _____, 2008.

Vital Health Savings Plan:

Authorized Official

Employer:

We are authorized to bind the Employer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

STANDARD PLANS:

Vital ASO Agreement

PLAN ADMINISTRATOR:
Vital Health Savings Plan
 122 Laird Drive, Suite 207
 Toronto, ON M4G 3V3

PLAN SPONSOR
 (NAME) _____
 (ADDRESS) _____

OFFICE USE ONLY	
ASO ACCT No.	
REP ID	

SPONSOR CONTACT INFO

NAME	TITLE	
E-MAIL	PH.:	FAX:

VHSP ADMINISTRATION FEES & TAXES

	ASO ACCOUNT	EMPLOYEE PHSP ACCTS (EA.)
CLAIM FEES (PER CLAIM)	10% of eligible claims	Nil
SET-UP FEES (ONE TIME ONLY)		
• STANDARD PLANS A & B	Nil	Nil
• CAFETERIA/ BUILD-YOUR-OWN	\$150	\$25
• FLEX-CREDITS	\$100	\$25
APPLICABLE TAXES	2% Ontario Premium Tax on Claims plus Fees 5% GST on Fees Only	

EMPLOYEE BENEFITS:

CLASSES	Executive	Management	Other Full-Time	Part-Time
CLASS CODE	1	2	3	4
STANDARD PLANS				
A. VHSP ONLY				
B. BASIC GROUP				
C. CAFETERIA				
<i>Attach "Standard Plan" worksheet showing any options specified for each category.</i>				
BUILD-YOUR-OWN				
<i>Attach completed "Build-Your-Own Plan" worksheet for each category selected.</i>				

PAYMENT AUTHORIZATION

EMPLOYEE REIMBURSEMENT <input type="checkbox"/> Cheque <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Either at Vital's option.			
SPONSOR PAYMENT METHOD			
<input type="checkbox"/> CHEQUE	<i>Payable to</i> Vital Health Savings Plan	<i>Mail to</i> 122 Laird Drive, Suite 207, Toronto, ON M4G 3V3	
<input type="checkbox"/> PRE-AUTHORIZED DEBIT	<i>Attach void cheque</i>		
<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX	EXPIRY	
ACCOUNT NO.		mm / yr	

NAME ON CARD

SIGNATURE

DATE

INSTRUCTION: Fill in for each Employee Class as applicable.

<input type="checkbox"/> A. VHSP ONLY	EMPLOYEE CLASS:	<i>A very simple plan featuring highly flexible health benefits and maximum tax savings.</i>	
FEATURES	BASE PLAN	OPTIONS	
Employer Contribution:			Specify:
Vital Health Savings Plan	10 % of Regular Compensation	From 5% to 20%	
Medical Catastrophe	Included	Excluded	
Employee Contribution:	Nil	N/A	
No of participants	One or more	N/A	

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Vital Health Savings Plan	10 % of Regular Compensation	From 5% to 20%	
Medical Catastrophe	Included	Excluded	
Employee Contribution:	Nil	N/A	
No of participants	One or more	N/A	

ELIGIBILITY DATES: For all Standard Plans, new employees are enrolled in the Plan immediately, and benefits to the extent earned are payable after 90 days.

