



Vital ASO Plan Specifications

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

OFFICE USE ONLY
ASO ACCT NO.

REP ID

(hereinafter called "the Employer")

WHEREAS:

- (A) The Employer intends to establish an Employee Benefit Plan, a summary of which is included in this document, for its employees and their dependents (hereinafter called the "Plan"), which Plan will include a cost-plus Vital Health Spending Account for each employee (hereinafter called a "Vital HSA"), and
- (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 HSAs for its employees.
2. Vital will assist the Employer with implementing the Vital HSAs.
3. Vital will administer and manage the Vital HSAs on an ongoing basis.
4. Administration of the Vital HSA will include but not be limited to the following:
 - a. Establishing individual accounts for eligible employees as authorized by Employer (hereinafter called "Employees");
 - b. Confirming that eligible medical and dental expenses to be reimbursed under the Vital HSA are as defined in Section 118.2(2) of the Income Tax Act (Canada), and Interpretation Bulletin 519R2;
 - c. Monitoring claims to ensure account maximums are not exceeded;
 - d. Establishing client reporting procedures;
 - e. Processing, adjudicating and reimbursing claims from Employees; and
 - f. Arbitrating contestable claims between Employees and Employer.
5. Vital will hold all monies received from the Employer in a bank account segregated from Vital's operating account, which will bear no interest to Employer.
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. In the event that the Employer fails to fund the plan promptly as required, Vital
 - a. is under no obligation to, and will not, pay out claims submitted by the Employees,
 - b. reserves the right to require the Employer to deposit funds with Vital in an amount reasonably determined by Vital to meet anticipated Employee claims, and
 - c. will have the right to replenish the deposit amount on a monthly basis to reimburse for claims, paid plus fees and taxes incurred by means of pre-authorized debit upon 10 days' written notice.
3. The Employer hereby certifies that benefits will be payable under the Plan by virtue of Employees' roles as employees of Employer, and not by virtue of their holding of shares or any other securities 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 of any nature whatsoever, including assessments of income tax or other tax payable by the Employer or the Employees, arising directly or indirectly out of the Vital HSA or this agreement.
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 in a manner that is satisfactory to Vital.
7. The Employer shall maintain a registry of all eligible employees signifying the employees for whom the Employer is making contributions to a Vital HSA.

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 their Vital HSAs,
 - b. administration fees due to Vital, and
 - c. applicable taxes.
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 Employees’ right to receive Employer contributions to their Vital HSAs.
5. In the event this agreement is terminated:
 - a. Vital shall have no obligation under the Vital HSAs beyond paying claims for expenses incurred up to and including the date of termination, unless and until the Employees or any of them enter into an alternate arrangement that provides funding for their HSAs ;
 - 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 60 days after the date of termination.
 - c. Employer must promptly communicate to the Employees the termination of the Employee Benefit Plan 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 (as applicable), 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 endure 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 _____, 20_____ .

Authorized Official

Vital Health Savings Plan

Employer:

We are authorized to bind the Employer

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

