TRUST AGREEMENT

This Agreement made the ___ day of _____, 20__ between Benecaid Health Benefit Solutions Inc. (hereinafter "Benecaid"), of the First Part, and___ _(hereinafter "Employer"), of the Second Part, and ___ ____(hereinafter "Trustees"), of the Third Part.

Whereas Employer wishes to establish one or more employee trusts (collectively the "Health Trusts" and individually a "Health Trust"), which may consist of a Health and Welfare Trust ("Health and Welfare Trust") and/or a health trust in respect of a Private Health Services Plan ("PHSP") and/or Third Party Administration services for its employees and/or the Employer as set out hereinafter and in connection therewith, the Employer and the Trustees are agreeing to the health trust agreement in the form annexed hereto and entitled "Health Trust Agreement".

And Whereas Benecaid has agreed to establish, manage and administer each Health Trust and to provide administration services to the Trustees and the Employer under the Health Trust Agreement to fund the health care benefits portion of each Health Trust.

And Whereas the Trustees and the Employer wish to retain Benecaid to provide administrative services to the Trustees and the Employer and to administer the processing of claims made under each of the Health Trusts.

And Whereas the employer wishes to retain Benecaid Insurance to provide Third Party Administration services for certain plans. Where the plans involve RRSP contributions – the employer shall be responsible to remit employee payroll taxes and the issuance of T4s or T4As.

Now therefore in consideration of the fees outlined in the Health Trust Agreement and in the other schedules to this Agreement, and other good and valuable consideration of the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby agree as follows.

The Employer and the Trustees hereby establish the Health Trusts contemplated in the Health Trust Agreement and each of the Employer, the Trustees and Benecaid agree to be bound by all of the terms of the Health Trust Agreement and all schedules attached to this Agreement, all of which are deemed to be incorporated herein by reference.

By accepting this Agreement the Employer hereby acknowledges acceptance, notice and intention to be bound by all terms, conditions, warranties and provisions in this Agreement (including all schedules hereto) and the Health Trust Agreement. The Employer confirms that an executed copy of this Agreement (including all schedules hereto and the Health Trust Agreement) has been given to the Employer.

Amendment

Benecaid at its discretion may amend this Agreement or the Trust Agreement when required, and such amendment shall be fully binding upon the Employer; provided that no such amendment shall disqualify the Health and Welfare Trust or the PHSP as such under the *Income Tax Act* (Canada). Benecaid will notify the Employer of any changes to this Agreement by posting notice on the Benecaid Website, or via e-mail or postal mail.

Automatic Renewal

The term of this Agreement is for one year, commencing on the date noted in Schedule A. This Agreement is automatically renewed annually on the anniversary date of the plan, unless the Employer gives written notice to the contrary at least 30 days prior to the anniversary date of this Agreement.

Enurement

This Agreement shall enure to the benefit of, and be binding upon the parties hereto and their respective legal personal representatives, heirs, executors, administrators or successors.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

_____	____ _____	
Authorized Signing Authority	Company Name	Date
_____	_____	_____
Broker Name (If Applicable)	Broker Signature	Date
_____	_____	_____
Benecaid Representative Name	Benecaid Representative Signature	Date

_____ _____

Trustee Signature Trustee Signature