



CustomCare Inc. - #210, 200 Quarry Park Blvd. S.E., Calgary, Alberta T2C 5E3

- AND -

Hereafter called the "Employer"

Business Address: _____

City _____ Province: _____ Postal Code: _____

Mailing Address (if different): _____

City _____ Province: _____ Postal Code: _____

Phone: _____ Fax: _____

Contact Person/Administrator: _____

Email: _____ Broker referred by: _____

WHEREAS the employer intends to establish a Private Health Services Plan for it's employee's and their dependents (collectively the "Employees") in accordance with this agreement and the attached Fee and Application schedules the "Plan" and

WHEREAS CustomCare Inc. is engaged in the business of offering to the public it's services as an administrator of private health services plans;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for the respective covenants and agreements herein contained and other such valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

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Covenants of CUSTOMCARE INC.

1. CUSTOMCARE INC. will provide consultation to the Employer with regard to requirements to establish a Plan for its Employees.
2. CUSTOMCARE INC. will assist the Employer with implementing the Plan.
3. CUSTOMCARE INC. will act as administrator of the Plan on an ongoing basis.
4. Administration of the Plan will include but not be limited to the following:
 - a. Establishing accounts for eligible Employees;
 - b. Confirming that claims under the Plan meet eligibility requirements;
 - c. Monitoring claims to ensure account maximums are not exceeded;
 - d. Establishing client reporting procedures;
 - e. Processing elections on year end account balances;
 - f. Processing and distributing claims from accounts;
 - g. Arbitrating contestable claims between Employees and the Employer.
5. Upon receipt of a claim submission and related premiums and fees, CUSTOMCARE INC. shall pay to the relevant Employee the amount of the claim to which the Employee is entitled pursuant to the Plan.
6. CUSTOMCARE INC. will hold all monies received from the Employer in trust (the "Trust Account") for the specific purposes contemplated herein.
7. Notwithstanding paragraph 6 above, CUSTOMCARE INC. will be entitled to all interest earned from the Trust account.

Covenants of the Employer

8. CustomCare benefit limits are based on the calendar year (January 1 – December 31).
9. The Employer will ensure that the Plan remains funded, as outlined in the Fee Schedule hereto attached, in manner necessary to meet its obligations to its Employees and to CUSTOMCARE INC. In the event that the Employer fails to fund the Plan as required, CUSTOMCARE INC. is under no obligation to, and will not pay out claims submitted by the Employees.

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10. The Employer shall provide CUSTOMCARE INC. with a current record of all eligible Employees covered under the Plan.

11. The Employer shall notify CUSTOMCARE INC. in writing of any changes affecting the eligibility of any Employees to participate in the Plan no later than 10 days from any such change.

12. The Employer shall provide CUSTOMCARE INC. with all information requested to permit CUSTOMCARE INC. to ensure compliance of the Plan with the Income Tax Act (Canada).

General Covenants

13. CUSTOMCARE INC. agrees to administer and manage the Plan, hereto attached. The Plan shall remain on file with CUSTOMCARE INC. and forms part of this agreement.

14. The Employer authorizes CUSTOMCARE INC. to apply payments from the Trust Account in settlement of eligible benefits payable to Employees under the Plan and settlement of administration fees due to CUSTOMCARE INC., and to make adjustments to accounts to comply with the Fee Schedule hereto attached.

15. CUSTOMCARE INC. 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 CUSTOMCARE INC. with the information and notice required under paragraphs 10 and 11 above.

16. This agreement can be terminated immediately by either party upon delivery of written notice to the offices of the other party. Termination of this agreement constitutes termination of the Plan.

17. Upon the termination of this agreement, CUSTOMCARE INC. shall have no obligations under the Plan beyond paying claims incurred prior to and including the date of termination. The Employer shall be required to fund its obligations under this agreement, including fees and applicable taxes due to CUSTOMCARE INC., up to and including the date of termination.

18. In the event that the Plan has had no activity for a period of 30 consecutive months, CUSTOMCARE INC. will terminate this agreement by written notice mailed to the Employer's address.

19. This agreement, together with the Fee Schedule and Application Schedule, copies of which are attached and made a part hereof, constitutes the entire agreement.

20. No agent or other person has authority to waive any condition or restriction contained herein, including paragraph 18, to make or modify this agreement, or to bind CUSTOMCARE INC. by making any promise or representation or by giving or receiving of any information.

21. Time is of the essence in this agreement.

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Specifics Related To Unincorporated/Self-employed Individuals

Since you are an individual doing business, paying taxes and incurring medical or dental costs, you will be allowed to deduct amounts paid for a PHSP in computing business income up to certain limits. To qualify for this tax deduction, the following conditions must be met:

- You must be actively engaged alone or as a partner in business.
- Self-employment must be your primary source of income in the year [over 50%] or income from other sources cannot exceed \$10,000.00.
- If you have arm's length employees (unrelated to you) on a full time basis, your deduction (for you and your family members) will be determined based on the coverage you provide to your employees. In other words, the amount that you can deduct must be equivalent to what your arm's length employees receive.
- If you are a sole proprietor with no arm's length employees you are permitted to deduct specific amounts from your income depending on the number of dependents you have. Your deduction limits are as follows:

\$1,500 for yourself

\$1,500 for your spouse

\$1,500 for members of your household who are 18 years of age and older who qualify as a dependant

\$750 for other members of your household under the age of 18 and who qualify as a dependant

- An element of insurance must be part of your PHSP – the Travel/Catastrophic coverage you purchase with your CustomCare plan is mandatory and will satisfy this requirement.

Agreement Acceptance:

Together with the attached payment of \$309.75, which constitutes the set-up fee as outlined in the fee schedule of this agreement, and in witness whereof, the terms of this agreement are hereby accepted by the parties by way of their signatures below as of the date noted. Signed in good faith.

Date: _____

Name of Authorized Employer Representative

Perry Diebert - V.P Sales - CustomCare Inc.

Signature of Authorized Employer Representative

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Fee Schedule

Fees to be paid by Employer:

1. Set-up Fee – Is a one-time administrative charge calculated as follows:

Set-up Charge	\$295.00
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GST	\$14.75
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Total Set-up Fee	\$309.75
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2. Administration Fees are calculated at 10% of expense incurred plus GST.
3. Where total claims per company do not exceed \$500.00 a processing fee of \$10.00 plus GST will be charged. (The \$10.00 fee is charged per company claim not per employee claim.)
4. The Employer shall include their just contribution to the Plan, with each submitted claim, an amount equal to the original claim, plus administration fees, processing fees (if applicable) and GST.

Additional Terms

1. Should the actual number of eligible Employees ever differ from the number indicated within the agreement, and an adjustment will be made and noted in the Employers file. Please submit a completed Employee Enrolment Form if you replace staff or hire a new employee.

Eligible Employees

Please supply a list of Employees eligible to participate in your CustomCare Plan, indicate their Employee classification, whether they have dependants or not, and gender.

Dependents of Employees are eligible to receive benefits under the Plan.

Dependent means:

- Your spouse, legal or common-law;
- Your unmarried children under age 18, or under age 25 if they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered. Dependant parents may also be included in your CustomCare Plan.

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**PRIVATE HEALTH SERVICES PLAN
ADMINISTRATIVE SERVICES AGREEMENT FOR
SOLE PROPRIETORS**

Companies without arm's length employees please provide the following info:

Plan Participants		Spending Limit	
Business Owner Name:	Birth Date:	\$1,500/year	
Spouse Name:	Birth Date:	\$1,500/year	
	Age:	Under 18	Over 18
Dependant Name:	Birth Date:	\$750/yr	\$1500/yr
Dependant Name:	Birth Date:	\$750/yr	\$1500/yr
Dependant Name:	Birth Date:	\$750/yr	\$1500/yr
Dependant Name:	Birth Date:	\$750/yr	\$1500/yr

Companies with arm's length employees please provide the following info:

Employee Name	Employee Classification	Dependants	D.O.B.	Gender
	<input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Full Time <input type="checkbox"/> Support <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Full Time <input type="checkbox"/> Support <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Full Time <input type="checkbox"/> Support <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Full Time <input type="checkbox"/> Support <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Executive <input type="checkbox"/> Management <input type="checkbox"/> Full Time <input type="checkbox"/> Support <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Male <input type="checkbox"/> Female

Eligibility of New Employee (check one):

- Immediately upon Date of Hire
- Other (Provide Particulars)

Termination of Departing Employee (check one):

- Immediately upon Date of Termination
- Other (Provide Particulars)

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