



CANADIAN HEALTH SPENDING ACCOUNTS

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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 _____ **For Benecaid Use Only** _____ (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.

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 with no less than 30 days notice.

Automatic Renewal

The term of this Agreement is for one year, commencing on the date noted in the attached Schedule. 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 (Signature)

Authorized Signing Authority (Name)

Date (mm/dd/yy)

Broker (Signature)

Broker (Name/Company)

Date (mm/dd/yy)

Broker (Signature)

Broker (Name/Company)

Date (mm/dd/yy)

For Benecaid Use Only

For Benecaid Use Only

Trustee (Signature)

Trustee (Name)

Date (mm/dd/yy)

The information above, including any supporting information presented by Benecaid, is not intended for consulting purposes and shall not be interpreted in any jurisdiction as constituting a recommendation, advice, opinion or endorsement concerning the implementation or change or strategic action, underlying benefit plans or any other financial instrument or as constituting legal, accounting, tax, human resource, labor, financial, investment or other advice. Past performance of benefit plans is not necessarily indicative of future performance. Therefore, Benecaid recommends that you consult your own professional advisors in accordance with your needs.