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MEMBERSHIP & TPA AGREEMENT
THE BENEPLAN EMPLOYEE BENEFITS CO-OPERATIVE INC. (THE "CO-OPERATIVE")

Effective Date of Membership		
Legal Name of Applicant		
Registered Business Number of Applicant (for T4A Purposes)		
Address of applicant		
City	Province	Postal Code
Tel #	Fax #	

Name of Authorized Representative	
Title	Email

I, as authorized representative of the applicant above, hereby make application for my company to join the Co-operative. I acknowledge that I have read the bylaws, policies and procedures and the agreements of the Co-operative, and the terms and conditions attached hereto, and hereby agree to abide by them.

Signed	Date Signed
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Name	Signed at (City, Country)
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Title

Witness Name	Witness Title
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TERMS AND CONDITIONS OF APPLICATION FOR MEMBERSHIP

1. Application for Membership. Subject to the terms and conditions hereof, the applicant (the "Applicant") named on the cover page of this application for membership hereby submits this application to become a member of the Co-operative in accordance with Section 61 of the Co-operative Corporations Act (Ontario) (the "Act"). The admission of the Applicant as a member of the Co-operative is subject to approval by the board of directors of the Co-operative. As a condition of the admission of the Applicant as a member of the Co-operative, and the Applicant's continued membership in the Co-operative, the Applicant agrees to be bound by the representations, warranties, covenants and terms and conditions set forth in these "Terms and Conditions of Application for Membership" (the "Terms" and, together with the cover page of this application, the "Application").

2. Acceptance of Application for Membership. It is understood and agreed that the board of directors of the Co-operative shall have the sole right, at its complete discretion, to accept or reject this Application, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Co-operative only when it is signed by a duly authorized officer of the Co-operative and delivered to the Applicant. If the Application is rejected in whole, any cheques or other forms of payment delivered to the Co-operative representing the Applicant's member loans will be promptly returned to the Applicant without interest or deduction.

3. Representations and Warranties of the Co-operative. The Co-operative hereby represents and warrants that:

- a) The Co-operative has been duly incorporated and is validly existing and in good standing as a Co-operative without share capital under the laws of the Province of Ontario pursuant to the Act.
- b) The Co-operative has all requisite corporate power and authority to enter into and carry out its obligations under this Application.
- c) The Application is enforceable against the Co-operative in accordance with its terms subject to the customary limitations with respect to bankruptcy, insolvency or other laws affecting creditor's rights generally and to the availability of equitable remedies.
- d) The execution and delivery of this Application and the compliance by the Cooperative with the terms hereof will not result in any breach or conflict with or constitute a default under any term or provision of the Co-operative's constating documents, by-laws, policies and procedures or resolutions of the directors of the Cooperative.

4. Acknowledgements, Representations and Warranties of the Applicant. The Applicant hereby acknowledges, represents, warrants to, and covenants with the Cooperative as follows, and acknowledges that the Co-operative is relying on such acknowledgements, representations, warranties and covenants in connection with this Application and the ongoing membership of the Applicant in the Co-operative:

- a) **Authorization.** This Application and all other necessary documentation in connection with the Application has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Applicant. This Application is enforceable in accordance with its terms against the Applicant. If the Applicant is:
 - (i) a corporation, the Applicant is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Application, to apply for membership in the Co-operative as contemplated herein and to carry out and perform its obligations under the terms of this Application;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Applicant has the

necessary legal capacity and authority to execute and deliver this Application and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or

(iii) an individual, the Applicant is of the full age of majority and is legally competent to execute this Application and to observe and perform his or her covenants and obligations hereunder.

- b) **No Violation.** The execution and delivery of this Application, the performance and compliance with the terms hereof and the application for membership in the Cooperative by the Applicant will not result in any material breach of, be in conflict with or constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Applicant or any other laws applicable to the Applicant, any agreement to which the Applicant is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Applicant.
- c) **Investigations.** The Applicant has made its own legal, tax, accounting and financial evaluation of the merits and risks of its application for membership in the Co-operative.
- d) **Transfer of Membership.** The Applicant's ability to transfer its membership in the Co-operative is limited by, among other things, the Act and the constating documents of the Co-operative including its articles of incorporation, by-laws, policies and procedures.
- e) **Applicant Personal Information.** The Applicant acknowledges and consents to the fact that the Co-operative is collecting the Applicant's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 and any other applicable similar, replacement or supplemental provincial or federal laws in effect from time to time) for the purpose of completing this Application. The Applicant acknowledges and consents to the Co-operative retaining such personal information for as long as permitted or required by law. In addition to the foregoing, the Applicant agrees and acknowledges that the Co-operative may use and disclose the Applicant's personal information, as follows:
- (iv) for internal use with respect to managing the relationships between and contractual obligations of the Co-operative and the Applicant;
 - (v) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to the Canada Revenue Agency;
 - (vi) for disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (vii) for disclosure to professional advisers of the Co-operative in connection with the performance of their professional services;
 - (viii) for disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Applicant prior written consent;
 - (ix) in accordance with the Privacy Policy of the Co-operative then in force; or
 - (x) for use and disclosure as otherwise required or permitted bylaw.

5. Employee Enrollment. In connection with the provision of group benefits or other insurance policies to members of the Co-operative, the Applicant may provide to the Co-operative or its affiliates (including Beneplan Inc.) personal information about the employees of the Applicant for the purpose of enrolling such employees in any group benefits or other insurance plans provided to the Applicant by or through the Co-operative whether through paper forms or electronic means. The Applicant confirms that any information so

provided shall, without the need for further confirmation, to the best knowledge of the Applicant, be true and correct in all respects, and that the Cooperative may rely on any such information without the need for further confirmation.

6. Data Extraction. In connection with the provision of group benefits or other insurance policies to members of the Co-operative, the Applicant may grant to the Cooperative or its affiliates (including Beneplan Inc.) direct access to its human resources, payroll, or other electronic systems through which the Co-operative will extract personal information about the employees of the Applicant for the purpose of enrolling such employees in any group benefits or other insurance plans provided to the Applicant by or through the Co-operative. By providing such access to the Co-operative, the Applicant consents to such access and the extraction of data, including personal information, from the Applicant's systems. The Applicant confirms that any information so extracted shall, without the need for further confirmation, to the best knowledge of the Applicant, be true and correct in all respects, and that the Co-operative may rely on any such information without the need for further confirmation. The Applicant further covenants to ensure that any such human resources, payroll or other electronic systems, access to which has been granted to the Co-operative, will at all time be kept current and accurate, and that the Applicant will notify the Co-operative forthwith if it discovers any errors or omissions in the data contained in such systems.

- a) **Employee Personal Information.** The Applicant acknowledges and consents to the fact that, in providing information about its Employees to the Co-operative, whether directly or by allowing access to the human resources, payroll or other electronic systems of the Applicant, the Co-operative is collecting the personal information (as that term is defined under applicable privacy legislation, including, without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 and any other applicable similar, replacement or supplemental provincial or federal laws in effect from time to time) of the Applicant's employees for the purpose of enrolling such employees in any group benefits or other insurance programs available to the Applicant by or through the Co-operative. The Applicant confirms that it has obtained the express consent for such disclosure from any person whose personal information is provided to, or obtained by, the Co-operative or its affiliates. In addition to the foregoing, the Applicant agrees and acknowledges that the Co-operative may use and disclose the personal information of its employees as follows, and confirms that the Applicant has obtained the necessary consent for allowing such disclosure:
- (i) for internal use with respect to managing the relationships between and contractual obligations of the Co-operative and the Applicant;
 - (ii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to the Canada Revenue Agency;
 - (iii) for disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (iv) for disclosure to professional advisers of the Co-operative in connection with the performance of their professional services;
 - (v) for disclosure to insurance carriers for the purpose of ensuring that the Applicant's employees are able to benefit from the group benefits or other insurance provided by or through the Co-operative to the Applicant;
 - (vi) in accordance with the Privacy Policy of the Co-operative then in force; or for use and disclosure as otherwise required or permitted by law.

6. Reliance on Representations, Warranties, Covenants and Acknowledgements. The Applicant acknowledges and agrees that the representations, warranties, covenants and acknowledgments made by the Applicant in this Application are made with the intention that they may be relied upon by the Co-operative in determining the Applicant's eligibility to become, and remain, a member of the Co-operative. The Applicant further agrees that by accepting membership in the Co-operative, the Applicant shall be representing and warranting that such representations, warranties, covenants and acknowledgements will remain true for so long as the Applicant is a member of the Co-operative with the same force and effect as if they had been made by the Applicant at such times.

7. Limitation of Liability. In no event shall the Co-operative, Beneplan Inc. or any of their affiliates be liable to the Applicant or to any third party (including its employees) for any damages whatsoever, including (without limitation) for any consequential, incidental, indirect, exemplary, special or punitive damages however arising where information about the Applicant or its employees provided to the Co-operative, whether pursuant to Sections 4(f), 4(g) or 4(h) or otherwise, is inaccurate or incomplete.

8. Entire Agreement and Amendment. This Application constitutes the entire agreement between the parties with respect to the subject matter herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, covenants, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties other than those expressly set forth in this Application. This Application may not be amended or modified in any respect except by written instrument executed by each of the parties hereto. Neither this Application nor any provisions hereof shall be waived, modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

9. Assignability. Neither this Application nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Co-operative or the Applicant without the prior written consent of the other. The provisions of this Application shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

10. Submission to Jurisdiction and Governing Law. Any and all disputes arising under this Application, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto and each of the parties hereby irrevocable attorns to the jurisdiction of the courts of such Province. This Application shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. Independent Legal Advice. The Applicant is responsible for obtaining such legal, investment, tax and other advice as it considers appropriate in connection with its execution, delivery and performance of this Application.

12. Time of the Essence. Time shall be of the essence in this Application and every part hereof.

13. Section and Other Headings. The section and other headings contained in this Application are for reference purposes only and shall not affect the meaning or interpretation of this Application.

14. Counterparts. This Application may be executed in any number of counterparts and delivered by facsimile, email or other means of electronic delivery, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

15. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given on the day such notice is delivered personally or sent by e-mail or facsimile, or 3 days following the day such notice is sent by regular mail, in each case to the addresses set out on the cover page of this Application, provided that if such day is not a business day then the notice or communication shall be deemed to have been given and received on the next business day.

16. Survival. All representations, warranties, acknowledgements and covenants of the Applicant contained in this Application shall survive the acceptance of the Application by the Co-operative, and the withdrawal or expulsion of the Applicant from the Cooperative, without limitation of time, and shall continue in full force and effect, notwithstanding any investigations made by or on behalf of the Co-operative. All representations, warranties, acknowledgements and covenants of the Co-operative contained in this Application shall survive the acceptance of the Application by the Cooperative, and shall continue in full force and effect, notwithstanding any investigations made by or on behalf of the Applicant with respect thereto.

17. Indemnification and Expulsion. Each of the Co-operative and the Applicant shall indemnify and save harmless the other and their directors, officers, affiliates, advisors and employees against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of any breach by the other of any representation, warranty or covenant made or given pursuant to this Applicant. In addition to the indemnification obligations herein, and any other rights available to the Co-operative at law, in the event that the Applicant breaches any representation, warranty or covenant made or given by it pursuant to this Applicant, the Co-operative may expel the Applicant from membership in the Co-operative in accordance with the Act.

18. Notification of Changes. For so long as the Applicant is a member of the Cooperative, the Applicant hereby covenants and agrees to notify the Co-operative promptly upon the occurrence of any event which would cause any representation, warranty, acknowledgement or covenant of the Applicant contained in this Application to be false or incorrect.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Application or invalidate or render unenforceable such term or provision in any other jurisdiction.

I, as authorized representative of the Applicant, hereby confirm that I have read the foregoing Terms and hereby agree to abide by them, and that the Co-operative is relying upon the Applicant's agreement to these Terms in determining whether to admit the Applicant as a member of the Co-operative.

Signed

Date Signed

Signed at (City, Country)

Name

Title

Witness Name

Witness Title

CANADA'S ANTI-SPAM LEGISLATION (CASL) CONSENT

With respect to Canada's Anti-Spam Legislation (CASL), by signing below, the Applicant hereby expressly consents to receiving commercial electronic messages from Beneplan Inc., or their affiliates, located at 500-150 Ferrand Drive, Toronto, Ontario, M3C 3E5, phone number 1- 800-387-1670, including newsletters, updates, alerts, other publications, news and communications. You may withdraw this consent at any time.

Signed _____

Date Signed _____

Signed at (City, Country) _____

Name _____

Title _____

Witness Name _____

Witness Title _____

USE OF APPLICANT'S INTELLECTUAL PROPERTY FOR PROMOTIONAL PURPOSES

By signing below, the Applicant hereby authorizes Beneplan Inc., and their affiliates to disclose publicly for promotional purposes the fact that the Applicant works with Beneplan Inc. The Applicant further hereby grants to Beneplan Inc. and their affiliates a royalty-free, perpetual, worldwide, non-revocable license to use the name of the Applicant and any of the Applicant's trademarks (whether registered or unregistered), logos, brand names, and business names, for promotional purposes only including the use of such intellectual property in Beneplan's promotional materials.

Signed _____

Date Signed _____

Signed at (City, Country) _____

Name _____

Title _____

Witness Name _____

Witness Title _____

THE APPLICATION AS SET FORTH ABOVE IS CONFIRMED AND ACCEPTED BY BENEPLAN INC.

Beneplan Inc.

Signed

Date Signed

Signed at (City, Country)

Name

Title