

CLARITY BENEFIT SOLUTIONS SERVICES AGREEMENT

On this _____ day of _____, _____, _____ is hereby contracting with BeneFlex, Inc. DBA Clarity Benefit Solutions ("Clarity") to provide Client with TPA services as set forth in this Agreement. Clarity and Client are the "Parties" hereto. This Agreement encompasses the following General Terms and Conditions as well as the specific Terms and Conditions for the Services selected in the Services section below, all of which are incorporated as a material portion of the Agreement.

TERMS AND CONDITIONS

1. SERVICES

The Clarity sales representative has initialed in the spaces provided below the "Services" which the Client has selected, as confirmed by the signature of the Client's authorized represented on this Agreement. Client warrants that it has full power and authority to execute this Agreement; that it has chosen the Services initialed; and has read and agreed to the Terms and Conditions for those Services contained in this Agreement.

Flexible Spending Account

Client authorizes Clarity to create a plan document, provide online communication and enrollment services; establish Medical Reimbursement accounts and provide administrative services in accordance with Section 125 of the IRS code; establish Dependent Care accounts and provide administrative services in accordance with Section 129 of the IRS code. Clarity will provide compliance testing and, if required, prepare IRS Form 5500 for Client's review and final approval.

Health Reimbursement Arrangement

Client authorizes Clarity to create a plan document, provide online communication, establish reimbursement accounts and provide administrative services in accordance with Section 105 of the IRS code. Clarity will provide compliance testing, and, if required, prepare IRS Form 5500 for Client's review and final approval. Calculate PCORI fee and prepare IRS form 720 (please see Schedule C for Pricing).

Health Savings Account

Client authorizes Clarity to establish Health Savings Account in accordance with Section 223(c)(1)(A) of the Internal Revenue Code

Commuter Benefit Program

Client authorizes Clarity to establish Transit and Parking accounts and provide administrative services in accordance with Section 132f of the IRS code.

COBRA/Retiree Billing Administration

Client authorizes Clarity to provide COBRA and Retiree Billing administrative services in accordance with Schedule A of this Agreement.

Wage Parity Cell Phone Program

Client authorizes Clarity to establish a Cell Phone Reimbursement account in accordance with NY CLS Pub Health § 3614-c.

ERISA Wrap Document

Client authorizes Clarity to create an ERISA wrap document in accordance with The Employee Retirement Income Security Act of 1974. Services include Plan Document, Summary Plan Description, Record Retention for 7 years and if required preparation of form 5500.

Premium Only Plan

Client authorizes Clarity to create a medical insurance premium only plan document in accordance with Section 125 of the IRS code.

2. FEE STRUCTURE AND PAYMENTS

2.1 Fees. The fees included in Schedule B will be effective for a period of one year from the date of execution of this Agreement (the "Initial Period").

2.2 Change in Fees & Due Date. After the Initial Period, fees are subject to change upon forty five (45) days written notice to Client for general price increases. Any such price increases shall not exceed more than six percent (6%) in any twelve (12) month period. Client hereby authorizes Clarity to debit from Client's account(s) on the due date any and all fees due to Clarity under this Agreement.

3. CLIENT'S RESPONSIBILITIES

3.1 Timely Submission of Accurate Information. Client will timely furnish to Clarity the complete and wholly accurate information deemed necessary by Clarity for Clarity to perform its obligations under this Agreement. Such information will be furnished in the time and manner requested by Clarity. The Client understands that Clarity cannot accurately perform its duties under this Agreement without accurate and timely information.

3.2 Clarity; Limitations of Obligations/Liabilities. Clarity shall have no liability to Client or any Plan participant as a consequence of inaccurate and/or untimely information provided to Clarity by Client, its designee or a former service provider. Clarity shall have no obligation to credit the Client for claims paid or service fees incurred as a consequence of Clarity receiving inaccurate or untimely information. Clarity shall have no obligation to independently verify any information provided to it in the performance of its services under this Agreement.

3.3 Review & Corrections of Reports. The Client shall promptly review any reports or other information provided to it by Clarity and shall notify Clarity immediately upon the discovery of any error or omission. Any report or other information provided by Clarity to Client shall be deemed to be accurate unless Clarity is advised by Client to the contrary in writing within Twenty (20) days after delivery of the report to Client.

3.4 Accurate information for Testing & Reports. Clarity may request certain census data from Client. Clarity will use such Client census data to perform applicable and required non-discrimination testing and/or governmental agency reporting. Clarity will promptly provide the Client test results derived from such testing. Client is responsible for review of test results and, if necessary, implementing plan changes in order to ensure plan compliance.

3.5 Responsibilities for All Governmental Filings and Non-Discrimination Testing. Should Client fail to provide Clarity with requested census data in a timely manner, Clarity will be relieved from the responsibility to perform applicable and required non-discrimination testing and/or governmental agency reporting. Clarity is not responsible for testing and/or governmental agency reporting performed with inaccurate data as provided by Client. Client shall review all governmental agency filings prepared by Clarity and Client shall have final responsibility and liability for the accuracy, completeness, correctness and timeliness of all such filings.

3.6 Responsibilities for Discretionary Decisions. Client shall assume responsibility to resolve all ambiguities and disputes relating to the plan eligibility of a participant, plan coverage, denial of claims and decisions regarding appeals of denials of claims, as well as any other plan interpretation questions.

3.7 Seeking Advice of Consultants and Legal Compliance. Clarity does not provide legal advice to its Clients. Should any issue arise regarding compliance with applicable laws, Client will seek appropriate legal advice. Client shall not take any action with regard to any plan which is prohibited by federal or state law or governmental agency regulation. Client shall seek advice of its own attorneys, actuaries and/or accountants to avoid any such prohibited activities wherever the Client deems such advice necessary or whenever directed by Clarity to seek such advice.

4. CLARITY RESPONSIBILITIES

4.1 Provide Plan Information. Clarity will provide general information concerning plan benefits and reimbursements to Client and/or plan participants as needed including via telephone, email, or internet/website.

4.2 Claims Processing. Upon receipt of a claim for benefits along with supporting documentation, Clarity will process the claim to verify the eligibility of the claim for reimbursement under the plan.

4.3 Obtaining Participants' Information. Clarity may correspond directly with a participant should additional information be necessary in order to establish eligibility for reimbursement of a claim under the plan.

4.4 Payments of Claims. Once a claim is verified and approved by Clarity, Clarity will, to the extent that funds for claims have been made available to it by the Client in accordance with Article 5 of this Agreement, direct payment to the participant in accordance with the applicable plan provisions.

4.5 Processing of Participant Data. Clarity will process updated participant data from Client in relation to enrollment, deposits and certain demographic information.

4.6 Reports on Plan Activity. Clarity will provide Client with periodic reports reflecting plan activity.

4.7 Process Testing Data. Where necessary, and utilizing information as provided by Client, Clarity will process plan non-discrimination testing data.

4.8 Enrollment/Re-Enrollment Materials. When requested by Client, Clarity will provide Plan enrollment/re-enrollment materials as offered by Clarity. Final approval and distribution of Plan enrollment materials are the responsibility of Client.

5. ACCOUNT FUNDING OPTIONS

Client shall be solely responsible for funding the plan benefits under one of the following options:

5.1 Sponsored Subaccount. Clarity will create a Sponsor Subaccount into which the Client will deposit funds and which will be used to reimburse plan participants for eligible claims, debit card transactions and Clarity service fees and expenses. Client agrees to ACH funds to Clarity, If client elects to wire funds there is a \$25 fee per wire; or

5.2 Access to Designated Client Account. Client agrees to grant Clarity limited access to, and use of, a bank account designated by the Client to disburse funds related to plan benefits, service fees and expenses.

5.3 Electronic Funds Transfers. In regard to electronic funds transfers, Client shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. Client also acknowledges that, in order to implement the Services which include ACH transactions, Client will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Client agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Client agrees to indemnify and hold Clarity harmless from any claim incident to the operation of this plan arising from an act or omission of Client with respect to ACH transactions.

5.4 Sufficient Funding by Client. Client's designated bank account(s) will have sufficient funds to pay Client's third party obligations (employee payments and other obligations) within the deadlines established by Clarity in order to satisfy Client's third party obligations in their entirety.

5.5 Remedies for Insufficient Funding by Client. If Client fails to fully fund plan benefits or other charges, including Clarity's fees, then Client agrees to pay Clarity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. Clarity also may, at its sole option, terminate this Agreement and withhold any work in progress. This is in addition to any other rights

Clarity may have under this Agreement or under law. To secure the Client's payment of all charges due under this Agreement, Client grants Clarity the right to set off with any funds transferred to Clarity for purposes of remitting payments or making payments to Client employees. Clarity also reserves the rights to reverse employee transactions for which funds have not been received from Client.

5.6 Client's Funding is NOT Plan Asset. Client and Clarity intend and agree that the funding of Plan benefits: (i) are from the general assets of Client; (ii) are not "Plan Assets" within the meaning of ERISA; (iii) were never held in an account, fund, or trust bearing the name or otherwise held in an account of the plan or any participants or beneficiaries thereof.

5.7 Client's Representations to Participants. Client represents and agrees that: (i) neither it nor any of its employees, directors, representatives, fiduciaries or employee benefit plans (or any entity performing services for Client or such plans), nor any of its predecessors, successors or assigns have or will represent to any participants or beneficiary of the plan that a separate account, fund, or trust has or is being held on its behalf for the plan that may be used to provide secure benefits under the plan; and (ii) Client shall advise the participants and beneficiaries of the plan that the benefits under the plan shall at all times be paid out of the general assets of Client.

5.8 Funding of Medical Flexible Spending Accounts. If Client elects a Medical Flexible Spending Accounts, then Client shall be required to and accepts responsibility to maintain at all times a balance in its Sponsor Subaccount, or Client's account, equal to Eight (8%) Percent of the aggregate participants' annual election.

5.9 Funding of Health Reimbursement Accounts. If Client elects a Health Reimbursement Accounts Plan, Clarity will inform the client of the necessary installments needed to satisfy the prefund. This amount is based on a percentage of the total annual exposure, divided by 5 equal installments. These installment payments are auto debited via ACH from the client's designated bank account on the first business day of each month. If additional funds are needed beyond the prefund to pay claims Clarity will notify the client and process via ACH.

6. DESIGNATION OF REPRESENTATIVE

Client shall appoint one (1) representative who shall act as its liaison with Clarity. Clarity shall be entitled to rely on the representations and statements of Client's liaison as binding on Client, without having to confirm them with any of Client's other employees, principals, executives or any other representatives. Clarity shall make a similar appointment.

7. TERM

This Agreement shall become effective as of the date set forth above, and will continue in effect until it is terminated as provided herein.

8. TERMINATION OF SERVICES

8.1 Notice of Termination. Client is to notify Clarity in writing at least sixty (60) days in advance of termination. After the first year of the Term hereof, Clarity will assess a termination fee equivalent to two (2) months of the average billed amount if Client terminates service without sixty (60) days advance notice. Clarity may also terminate this Agreement for cause upon sixty (60) days written notice to Client.

8.2 Termination for Cause; Cure Period. Clarity shall have the right to terminate this Agreement for cause for Client's failure to fulfill any of its obligations or responsibilities under this Agreement, including, but not limited to, Client's failure to adequately and timely fund all plans and/or failure to adequately fund for timely payments of the fees set forth herein. Before terminating the Agreement for cause, Clarity will give Client fifteen (15) days written notice of such failure and intent to terminate. The termination shall become effective at the end of this fifteen (15) day notice period unless Client cures this failure(s) within this notice period to the reasonable satisfaction of Clarity.

9. CONFIDENTIALITY AND PROTECTION OF DATA

9.1 Definition of Confidential Information. The term "Confidential Information" includes all non-public information about the Parties operating and performing under this Agreement; and all information about the Parties which each, respectively, considers confidential or proprietary, even if not designated as such, and including the Materials, Work Product, and Documents (as defined herein), and whether or not labeled as "Confidential Information". Such Confidential Information shall also include, but is not limited to, all the Parties list of clients, employees and participants, as applicable to the Party, and sources of referrals; marketing/advertising methodologies and fee arrangements; leasing agreement/arrangements, and all other contracts, agreements and business arrangements; all methods and means of operations and providing services; computer software or programs and licensing agreements and/or other arrangements related to them; and all Intellectual Property, as defined herein. Confidential Information also includes all non-public information about the Parties respective owners, directors, officers, executives, managers, employees, representatives, agents, vendors and suppliers.

9.2 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information, or Confidential Information of third parties, that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Each Party shall use the same degree of care, but not less than a reasonable degree of care, which it uses to protect its own Confidential Information, in each Party's protection of the confidentiality of the other Party's Confidential Information.

9.3 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access for purposes of performing such Party's obligations hereunder, and who have been advised of, and have agreed in writing to, treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

9.4 Confidentiality Exceptions. Notwithstanding the foregoing, these provisions for confidentiality shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or in the public domain at the time disclosed; (iii) is or becomes publicly available or enters the public domain through no fault of the recipient (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; (vii) is disclosed in response to an order of a court or other governmental body; provided that, the Party making the disclosure pursuant to the order shall first have given notice to the other Party and has made a reasonable effort to obtain a protective order; (viii) is otherwise required by law or regulation to be disclosed; or (ix) is disclosed to establish a Party's rights under this Agreement, including to make such court filings as it deems necessary to protect its rights.

10. PLAN DOCUMENTS

If requested by the Client, Clarity will provide a specimen Plan Document, Summary Plan Description, and related documentation for review by Client's counsel. It is specifically understood and agreed that Clarity does not offer legal advice, and Client shall rely upon the advice of its own counsel as to the legal sufficiency of the Plan Documents.

11. OWNERSHIP

11.1 Clarity Proprietary Rights. Clarity owns or licenses all rights, title and interest in and to its

processes, methods, applications and contents, including the software and documentation, Clarity's trademarks, and all intellectual property rights in the foregoing (excluding under this Agreement, portions of the Services provided by third parties). Software and Services are made available only for Client's internal business use only for the purposes addressed in this Agreement, and they are not transferable; furthermore, any right of use ceases when Clarity no longer performs its Services for Client.

11.2 Clarity's Intellectual Property. Clarity shall also retain sole ownership of all methods, strategies, means, plans or procedures relating to its operations and all other aspects of its business, and all materials, templates, methodologies, processes, computer programs and other software, and any other systems or technologies of Clarity, including but not limited to, those which Clarity uses, or permits the Client to use, under this Agreement (Collectively "Intellectual Property"). The Client acknowledges that all such Intellectual Property is unique and proprietary to Clarity and that the Client shall have no rights, interests or entitlements to same. Client shall only have the limited right (license) to use same during the term of this Agreement and only as necessary under it.

11.3 "Materials" & "Work Product." All information, data, records and any other items (collectively "Materials") which Clarity receives, sends, accesses, collects, or formats in providing the Services under this Agreement, and all items which Clarity prepares, creates, analyses, or processes in providing the Services (collectively "Work Product") shall be, and shall always remain, exclusively the property of Clarity.

11.4 Client's Restricted Use of "Work Product." Client shall have Clarity's Work Product made available to it for Client's use only as necessary under this Agreement. Client shall not use or disclose Clarity's Work Product for any other purpose nor for the purposes of any other person or entity.

12. RETENTION OF RECORDS/DOCUMENTATION

Clarity shall maintain all the Materials and Work Product (collectively "Records") for whatever period of time is required by applicable law, but in no event less than seven (7) years. Client shall have reasonable access to the Records as necessary under this Agreement or otherwise for its legitimate business purposes. Client shall pay all reasonable costs which Clarity incurs in providing this access to Client. Client shall have the same responsibility to maintain any information, data or other documentation (collectively "Documentation") which it sends, receives, collects, maintains, prepares or creates that relates to Clarity's administration of the plans and otherwise providing the Services under this Agreement. Client shall have the same obligation to providing Clarity with access to Client's Documentation as necessary under this Agreement or otherwise for Clarity's legitimate business purposes.

13. HIPAA COMPLIANCE AND PERSONALLY IDENTIFIABLE INFORMATION PROTECTION

Clarity may have access to Protected Health Information ("PHI") in providing the services under this Agreement. Clarity shall implement those administrative, technical and physical safeguards to the extent it determines, in its sole discretion, are necessary and appropriate to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for the protection of the privacy of individually identifiable PHI, as defined in HIPAA. Clarity's obligations with respect to HIPAA and PII are contained in Schedule C which is attached hereto and made a part hereof.

14. NO WARRANTIES & REPRESENTATIONS

14.1 Compliance with Laws & Regulations. Clarity makes absolutely no warranties nor any representations that any of the plan documents, which Clarity may administer through the Services set forth in this Agreement, are in compliance with the Employee Retirement Income Security Act of 1974, (ERISA); federal or state tax laws, IRS rules, regulations, or bulletins; or are in compliance with any other applicable federal and state laws and administrative agency regulations and with the common law. Clarity does not provide legal advice or services. Clients can and should consult with legal counsel regarding the adequacy of plan documentation.

15. FIDUCIARY STATUS & RESPONSIBILITIES/LIABILITIES

15.1 Clarity NOT A Fiduciary. Client acknowledges that, in providing the Services for any plan administration under this Agreement, Clarity is not assuming any fiduciary duties, responsibilities, obligations, nor any liabilities as a fiduciary of Client or of any of its employees, or their dependents who are participants in any of the benefit plans Clarity is administrating under this Agreement.

15.2 Client's Fiduciary Responsibilities/Liabilities. All discretionary decisions which may arise in Clarity's providing any of the Services in administering any plans shall be referred by Clarity to Client for a final decision. Such discretionary decisions, for which Client shall have the ultimate responsibility and liability, shall include, but are not limited to, decisions on plan participation eligibility, funding, and benefits eligibility and payments of benefits, and legal compliance.

15.3 Limitations of Clarity's Responsibilities/Liabilities. Clarity's responsibilities and liabilities under this Agreement shall be limited to providing administrative functions in connection with the various benefit plans which Client selects under this Agreement.

15.4 Client as Plan Administrator & Fiduciary. Client shall be designated as the Plan Administrator in any plan document and shall be the plan's Named Fiduciary (as these terms are defined in ERISA). Client shall also have all other statutory and common law fiduciary responsibilities, obligations and liabilities for the plans.

15.5 Clarity; No Assumption of Certain Responsibilities/Liabilities. Clarity is not assuming any of the functions, duties, or tasks, nor any of the legal obligations, responsibilities or liabilities of a Plan Administrator or Normal Fiduciary, nor any other fiduciary status imposed by any federal or state laws or regulations, or by common law.

16. PLAN RELATED GOVERNMENTAL FILINGS

16.1 Client's Filing Responsibilities. Client shall have the final responsibility for the accuracy, completeness, overall correctness and timely filing of all tax returns and other tax filings, and any other documentation related to any plan administered by Clarity under this Agreement, which documentation is required to be filed by any state or federal governmental agency for any such plan, including, but not limited to, the IRS Form 5500.

16.2 Client's Indemnification. Except in the case of gross negligence on the part of Clarity, Client shall indemnify, defend and hold Clarity and all its owners, directors, officers, executives, managers, supervisors and employees harmless from and against any and all claims, charges, complaints, investigations or any other inquiries, and for any damages, or other liabilities, or any other adverse actions, including for attorneys' fees, investigation costs, fines, penalties, assessments, liens, and the imposition of interest payments, which arise from, or are related to, or are connected with, either directly or indirectly, or in whole or in part, failures by Client to fulfill all of Client's legal or fiduciary obligations as set forth herein, or as otherwise imposed by all federal and state laws and regulations on Client as the Plan Sponsor, Plan Administrator, and Named Fiduciary, or otherwise as a fiduciary under any federal or state law, government agency regulations or at common law, for any plan serviced by Clarity under this Agreement, including, without limitation, errors or failures to file ; tax and all other document filings required by any federal or state governmental agency for any plan as described herein, or as otherwise imposed by federal or state laws or regulations.

17. AUDITS

In the event that any of the plans administrated by Clarity through its services under this Agreement are audited by the U.S. Department of Labor, the IRS, or by any other federal or state administrative agencies, Client shall pay Clarity all the fees and expenses, including any attorney, accountant, consultant, or any other expert fees, which Clarity incurs as a result of any such audit.

18. INDEMNIFICATION; LIMITATIONS OF LIABILITY

18.1 Clarity's Indemnification & Limits of Liabilities. Clarity will indemnify, defend, and hold Client harmless from and against any and all claims or liabilities arising or resulting from Clarity negligent failure to comply with its obligations and responsibilities hereunder. THE MAXIMUM TOTAL LIABILITY OF CLARITY TO CLIENT SHALL BE LIMITED TO MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED Twenty Five Thousand (\$25,000.00) Dollars. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY. CLARITY SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY ATTORNEYS FEES, OTHER RELATED COSTS AND EXPENSES, FINES, PENALTIES, ASSESSMENTS, LIENS, AND INVESTIGATION COSTS AND INTERESTS, EVEN IF CLARITY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

19. INDEPENDENT CONTRACTOR

This Agreement is between Clarity and the Client as independent entities and is not intended, and shall not be construed, as creating any partnership, joint venture or any other legal relationship between the Parties except that of Clarity being an independent contractor of Client.

20. NO BINDING AUTHORITY

Neither Clarity nor Client, nor any of their respective agents, representatives or employees shall have any right, power or authority to bind or to create any legally binding obligations on the other Party, and/or to enter into any agreements, obligations or understandings, nor to incur any liabilities, on behalf of the other Party.

21. RIGHT TO SUBCONTRACT

21.1 Clarity Subcontractors & Vendors. Clarity, at its option, shall have the right to provide the Services under this Agreement through one or more third parties (i.e. subcontractors or vendors) engaged by Clarity.

22. EXCLUSIVE/NON-EXCLUSIVE ARRANGEMENT

Clarity shall be the exclusive provider for Client of all the Services described in this Agreement which Client selects. Client shall not have any other TPA service provider provide any of the Services described in this Agreement for Client during the term of this Agreement. During the term Client may select additional Services for Clarity to provide which are in addition to those the Client selects at the time this Agreement is executed.

23. SURVIVING PROVISIONS

Those Sections, which by the nature of their terms, survive the expiration/termination of this Agreement, and, specifically, Sections 4, 9, 11, 12, 13, 15, 16, 17, 18, 23 and Schedule C , shall survive the termination or expiration of this Agreement.

24. ARBITRATION/WAIVER OF JURY TRIAL

24.1 Arbitration of All Claims. Except for seeking injunctive relief in Court, and/or in support of arbitration; and except for seeking injunctive relief to protect or enforce Clarity's or Client's rights under Section 9, rights under Section should any disputes, controversies, complaints, claims or causes of action (hereinafter collectively referred to as "Claims") occur between the Parties which arise out of, are related to, or are connected with, either directly or indirectly, or in whole or in part, the interpretation, application, or alleged violation of this Agreement, or which arise out of any other professional or business dealings or relationships between the Parties, then all such Claims shall be resolved exclusively through arbitration in accordance with the rules and procedures of the American Health Lawyers Association Arbitration Service.

24.2 Scope of Arbitrator's Authority. The arbitrator shall also have the sole authority to resolve any and all issues over the arbitrability of any Claim, or any other issues relating to the enforceability and application of this arbitration process to any claim, including the applicability of any statute of limitations, and shall decide any and all other issues relating to the use of this arbitration process by the Parties as the exclusive means to resolve any and all Claims between them.

24.3 Waiver of Jury Trial. The Parties voluntarily and knowingly acknowledge their understanding that under this provision for arbitration they are waiving (i.e., giving up) their right to bring a law suit in a court of law and to have a judge and a trial by a jury to resolve any of the Claims between them.

24.4 Costs of Arbitration. Each Party shall bear its own costs for attorneys' fees, experts, and all other costs and expenses for proceeding to arbitration and any related court actions. The Parties shall equally bear the costs of the arbitration process and the arbitrator. The arbitration shall occur in Union County, New Jersey.

25. GENERAL PROVISIONS

25.1 Notice. All notices sent specifically under this Agreement shall be in writing, and may be given by electronic mail or by pre-paid post, to the following email and street address:

Clarity

Company Representative (Print/Type Name): _____

Company Representative (Signature): _____

Date: _____

Client

Company Representative (Print/Type Name): _____

Company Representative (Signature): _____

Date: _____

25.2 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the state of New Jersey without regard to its conflicts of law principles, and Clarity and Client agree to the exclusive jurisdiction of the State Courts of New Jersey, except with respect to those issues for which arbitration is required pursuant to Section 23 hereof.

25.3 Further Instruments. At any time, and from time to time, Clarity and Client shall, without further consideration, and at their own expense, take such further actions and execute and deliver such further instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

25.4 Entire Agreement. This Agreement contains the entire understanding between Clarity and Client

with respect to the transactions contemplated hereby and supersedes all prior agreements between them, written or oral.

25.5 Severability. In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, rule or regulation, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions shall remain unaffected thereby; provided that, the invalid term does not materially alter the basic purpose or intent of this Agreement.

25.6 Assignment. Nothing in this Agreement shall permit assignment by Clarity or Client without the express prior written consent of the other Party.

25.7 Waiver of Breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach.

25.8 Entire Agreement; Amendments. This Agreement constitutes the entire arrangement and understanding between Clarity and Client as it relates to the subject matters addressed herein, and it supersedes any and all prior arrangements, agreements or understandings between them. This Agreement shall not be changed or modified except by an instrument in writing executed by Clarity and Client. Without limiting any other provision herein, in the event that rules, policies, directives and/or orders of any applicable federal, state, or local agency, necessitate modifications or amendments to this Agreement, the Parties agree to so modify or amend this Agreement to conform with such rules, policies, directive and/or orders; provided that, they do not materially affect the rights, duties and obligations of Clarity and Client hereunder.

25.9 Interpretation of Agreement. This Agreement has been independently, separately and freely negotiated by Clarity and Client of equal bargaining power, as if this Agreement were drafted by both Parties. Clarity and Client therefore waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, any Party as the drafter hereof.

25.10 No Oral Statements or Amendments to Agreement. Any oral statements by Clarity and Client, or by their respective agents or representatives, shall not be used to interpret, or as an aid in determining the meaning and intent of, any provision of this Agreement. In addition, there shall be no oral amendments, revisions, nor any other oral changes or modifications to this Agreement. Any and all such items shall only be in writing signed by authorized representatives of Clarity and Client.

25.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument.

25.12 Integration of Agreements. This Agreement, and any other agreements executed by Clarity and Client, shall constitute one integrated business arrangement between them, and all these agreements shall be interpreted as one integrated whole.

25.13 Attorney's Fees and Costs. Except as specifically provided in this Agreement, if any action at law or in equity, or any arbitration, is brought by Clarity and Client against the other, each Party shall be responsible for its own attorneys' fees, costs and any other disbursements expended in such action.

25.14 Subject Headings. The subject headings of the sections and subsections of this Agreement are included solely for purposes of convenience and reference and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provisions of this Agreement.

25.15 Parties in Interest. Except for Clarity and Client, and their respective, legal representatives, successors and assigns, nothing in this Agreement, whether expressed or implied, is intended to confer upon any other person any rights or remedies under, or by reason of, this Agreement. In addition, no provision hereof gives any entity or person any right of subrogation or action against either Party hereto.

25.16 Third Party Acts. Clarity and Client will not be responsible for any failure to provide services, or to correct any condition, which is beyond its reasonable control, including but not limited to any acts or omissions by any third party.

25.17 Internet/Electronic Communications Disruptions. Because the Services being provided by Clarity are electronic, computer, and internet-based, Clarity and client are not responsible, and shall have no liability whatsoever, for any disruptions in electrical service, failure of communication lines, failure of internet service providers, computer viruses and bugs, internet hackers and any and all other similar risks associated with, or related to, the use of electronic, computer, internet- based information services.

25.18 Credit Checks. Client understands that this Agreement may be considered as an application for credit and hereby authorizes Clarity to review the Client's credit, including reports from credit bureaus, references, bank account status and other available financial information.

25.19 Additional Services. If Client adds a Service following execution of this Agreement, Client agrees to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.

25.20 Limitations Period. No action/obligation arising under or in connection with this Agreement may be brought by Client or Clarity more than three (3) years after either Party becomes, or should reasonably have become, aware of the occurrence of events giving rise to the cause of action.

[SIGNATURES]

Clarity

Company Representative (Print/Type Name): _____

Company Representative (Signature): _____

Date: _____

Client

Company Representative (Print/Type Name): _____

Company Representative (Signature): _____

Date: _____

SCHEDULE A

Clarity shall provide the following services with respect to the COBRA Administrative Plan Service.

(a) Provide notification containing the information required to be included in the COBRA initial notification to all benefit eligible employees and dependents who are participants under the plan(s) and whose names and addresses are furnished by Client.

(b) Advise employees and other qualified beneficiaries of their rights to elect and receive COBRA continuation coverage under the plan(s), after Client has notified Clarity of the occurrence of qualifying events. Covered employees and other qualified beneficiaries shall be notified in writing by first class U.S. mail with proof of mailing or an equivalent process. Clarity shall take all commercially reasonable action to mail the notice within five (5) business days of receiving proper notice from Client.

(c) Clarity shall receive and document election responses.

(d) Clarity shall collect premiums (including administrative charges) directly or through a Designated Client Bank Account ("DCBA") from or on behalf of individuals who elect to continue coverage under the plan(s) ("continuant(s)"), and forward the amount of the paid premiums, less the administrative charges, to Client, or its health insurance carrier, on a monthly basis. Clarity shall consider COBRA premiums to be timely paid if, within 30 days of the due date, such premiums are actually delivered to Clarity or said DCBA, postmarked by the U.S. Postal Service, or sent by express delivery service (with evidence thereof), unless Client advises Clarity in writing that a longer period applies under the plan(s). Premium payments made through the secure Member Portal will be considered timely if Member submits a payment before 12:59am CST on the last day of the premium payment grace period. For premium payment made by check (Paper Cash Letter), actual delivery, postmark or evidence of express delivery will also be used to determine timeliness of COBRA elections based on applicable statutory periods. Client shall execute an ACH Funds Settlement Agreement which authorizes Clarity to initiate credit and debit entries.

(e) Clarity shall make available to Client online status reports, accessed through the secure Client Portal, for each continuant electing continued coverage under the plan(s). These status reports will include continuants who are current on their premium payments, and continuants who have been canceled for failing to remit premium payments pursuant to the requirements of COBRA, as implemented in accordance with this Agreement.

(f) Upon Client's request and provision of the proper and complete information, Clarity shall mail Health Insurance Portability and Accountability Act (HIPAA) Certificates of Creditable Coverage. Upon request on behalf of an employee or former employee, Clarity shall also mail such Certificate, if the request is made within 24 months of the later of: (1) the time the individual ceased to be covered under the respective plan or otherwise became covered under a COBRA continuation provision; or (2) in the case an individual was covered under such provision, at the time the individual ceases to be covered under such provision; provided the Client gives Clarity the proper and complete information. Clarity shall mail the Certificate, first class U.S. Mail, directly to covered employees and qualified beneficiaries. Notices shall only be sent to those covered employees and beneficiaries as Client expressly requests in writing. Clarity shall have no other obligation with regard to HIPAA or state law compliance.

(g) If the plan(s) offer an option of conversion to an individual health insurance policy when COBRA coverage under the plan(s) is exhausted, and if the Client has provided Clarity with proper and complete information regarding the existence and terms of such conversion option, then Clarity shall provide the continuant with a notice of his or her conversion rights under the plan(s). Such notice shall be provided in writing by first class U.S. mail with proof of mailing or an equivalent process, within one hundred eighty (180) days of the end of the maximum COBRA coverage period. Clarity shall not be responsible for notifying the employee or other qualified beneficiary of any conversion right outside of COBRA coverage; for determining whether the plan(s) offers an option of conversion; or if the employee or other qualified beneficiary is eligible for conversion.

SCHEDULE B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

This Schedule to the Administrative Services Agreement between Clarity and Client (the "Agreement") is incorporated by reference therein. Client represents that it has the authority to execute, and hereby executes, this Schedule C for and on behalf of the Plan Sponsor's plan(s) for which Clarity provides plan administration services ("the Plan" for the purposes of this Schedule C).

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules") Clarity will under the following conditions and provisions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. Definitions, The following terms shall have the meaning set forth below:

- (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009
- (b) Breach, "Breach" has the meaning assigned to such term in 45 C.F.R. 164.402.
- (c) G.F.R. "C.F.R.," means the Code of Federal Regulations.
- (d) Designated Record Set, "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
- (e) Discovery. "Discovery" shall mean the first day on which a Breach is known to Clarity (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Clarity), or should reasonably have been known to Clarity, to have occurred.
- (f) Electronic Protected Health Information, "Electronic Protected Health Information" means Information that comes within paragraphs 1(i) or 1(H) of the definition of "Protected Health Information", as defined in 45 C.F.R. 160.103.
- (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502 (g).
- (h) Protected Health Information "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 160.103, limited to the Information created or received by Clarity from or on behalf of Client,
- (i) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
- (j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (k) Security Incident. "Security Incident" has the meaning assigned to such term in 45 C.F.R. 164.304.
- (l) Standard Transactions, "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
- (m) Unsecured Protected Health Information, "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

2. Obligations and Activities of Clarity

- (a) Clarity agrees to not use or disclose Protected Health Information other than as permitted or required by this Schedule or as Required by Law,
- (b) Clarity agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Schedule.
- (c) Clarity agrees to mitigate, to the extent practicable, any harmful effect that is known to Clarity of a use or disclosure of Protected Health Information by Clarity in violation of the requirements of this Schedule.
- (d) Clarity agrees to report to Client any Security Incident of the Protected Health Information not allowed by this Schedule of which it becomes aware, except that, for purposes of the Security Incident reporting requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Clarity,
- (e) Clarity agrees to report to Client any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Clarity, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Clarity shall provide any additional Information reasonably requested by Client for purposes of investigating the Breach. Clarity's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle ID (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time.
- (f) Clarity agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Clarity agree in writing to the same restrictions and conditions that apply through this Schedule to Clarity with respect to such Information, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.

- (g) Clarity agrees to provide access, at the request of Client, and in the time and manner designated by Client, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.
- (h) Clarity agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Client directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Client or an Individual, and in the time and manner designated by Client,
- (i) Clarity agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Clarity on behalf of, Client, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Client's or Clarity's compliance with the Privacy and Security Rules.
- (j) Clarity agrees to document such disclosures of Protected Health Information as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C. F.R. 184.528.
- (k) Clarity agrees to provide to Client the information collected in accordance with this Section to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (l) With respect to Electronic Protected Health Information, Clarity shall implement and comply with the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164,316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Client. Clarity acknowledges that, effective the later of the Effective Date of this Schedule or February 17, 2010, (i) the foregoing safeguards, policies and procedures requirements shall apply to Clarity In the same manner that such requirements apply to Client, and (ii) Clarity shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements,
- (m) With respect to Electronic Protected Health Information, Clarity shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Clarity, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C,F,R, Section 164,314.
- (n) If Clarity conducts any Standard Transactions on behalf of Client, Clarity shall comply with the applicable requirements of 45 C,F.R. Parts 160-162,
- (o) Clarity acknowledges that, effective the later of the Effective Date of this Schedule or February 17, 2010, it shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Schedule and any guidance Issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (p) To the extent Clarity is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Clarity shall comply with the requirements of Subpart E that apply to Client In the performance of such obligation(s).

3. Permitted Uses and Disclosures by Clarity

3.1 General Use and Disclosure

Except as otherwise provided in this Schedule, Clarity may use or disclose Protected Health Information to perform its obligations under the Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Client or the minimum necessary policies and procedures of Client.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise provided in this Schedule, Clarity may use Protected Health Information for the proper management and administration of Clarity or to carry out the legal responsibilities of Clarity,
- (b) Except as otherwise provided in this Schedule, Clarity may disclose Protected Health Information for the proper management and administration of Clarity, provided that disclosures are Required By Law, or Clarity obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Clarity of any Instances of which It is aware in which the confidentiality of the information has been breached In accordance with the Breach and Security Incident notifications requirements of this Schedule.
- (c) Clarity shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Client's prior written approval and notice from Client that It has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected

Health Information can be further exchanged for remuneration by Clarity, The foregoing shall not apply to Client's payments to Clarity for services delivered by Clarity to Client.

- (d) Except as otherwise provided in this Schedule, Clarity may use Protected Health Information to provide data aggregation services to Client as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (e) Clarity may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502§(1).

4, Obligations of Client.

4.1 Provisions for Client to Inform Clarity of Privacy Practices and Restrictions

- (a) Client shall notify Clarity of any limitation(s) in its notice of privacy practices of Client in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Clarity's use or disclosure of Protected Health Information.
- (b) Client shall provide Clarity with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Clarity's uses or disclosures of Protected Health Information.
- (c) Client agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of Its PHI that may impact in any manner the use and disclosure of PHI by Clarity under the Agreement and this Schedule, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164,522,

4.2 Permissible Requests by Client

Client shall not request Clarity to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Client.

5. Term and Termination

- (a) Term. The provisions of this Schedule shall take effect on the effective date of the Agreement, and shall terminate upon expiration or termination of the Agreement, except as otherwise provided herein.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach, or
 - ii. End the violation within the time specified by the non-breaching party, or
 - iii. Immediately terminate the Agreement, if cure of such breach is not possible.
- (c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. Except as provided below, upon termination of this Agreement for any reason, Clarity shall return or, destroy all Protected Health Information received from Client, or created or received by Clarity on behalf of Client. Notwithstanding the expiration of the Agreement, If Clarity determines that returning or destroying Protected Health Information is infeasible, Clarity shall notify Client of the conditions that make return or destruction infeasible. Clarity shall extend the protections of this Schedule to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

- (a) Regulatory References A reference in this Schedule to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for Client and Clarity to comply with the requirements of the HIPM Privacy Rule, the HIPAA Security Rule, the HITECH Act, and HIPAA, as amended.
- (c) Survival. The respective rights and obligations of Clarity under Section 5(c) of this Schedule shall survive the termination of this Schedule.
- (d) Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Client to comply with the Privacy and Security Rules.
- (e) No third party beneficiary. Nothing express or implied In this Schedule In the Agreement Is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Schedule shall be governed by and construed in accordance with the same internal laws as that of the Agreement.

SCHEDULE C
FEE SCHEDULE

One-Time Implementation Fees

- Plan Documents & Summary Plan Descriptions
- Enrollment Materials
- Plan Installation
- Implementation of Clarity Quick Claim
- Web Based Enrollment Service

Implementation Fee	\$0.00
Debit Card per Participant	N/A

Administration Services

- Process Debit Card Transactions
- Review and Process Claims
- Integrate with insurance Carriers
- Process Reimbursement Checks and Direct Deposit
- Provide Plan Reports
- Provide Mobile, Online and Text communication of Plan Data

Annually

- Annual Renewal Fee (Consumer Benefits Only) Waived
- Annual Discrimination Test
- Annual Dependent Care Test
- Annual Concentration Test
- Annual Contributions Test

Monthly Fees

Retiree Billing Per Participant Fee	\$2.50
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Optional Services

Next Day Delivery	\$35.00
Wire Fee (If Client wires plan deposits to Clarity)	\$25.00

Banking/Misc. Fees

Mid-Year Change in Funding	\$1,000
NSF Fee	\$50.00
Stop Payment	\$25.00
ACH Rejects	\$25.00
Check Re-issuance fee	\$10.00