



Payroll Service Bureau Administrative Services Agreement

THIS AGREEMENT is made and entered into this day of _____, 20____ by and between eflexgroup, inc., (hereinafter referred to as "eflexgroup"), a Delaware corporation located at 2740 Ski lane, Madison, WI 53713 and

_____ (hereinafter referred to as "Provider").

Background

eflexgroup will provide flexible spending account administration ("FSA"), HEALTH Reimbursement Arrangement (HRA), Health Savings Account (HSA), Transportation Benefit, COBRA and Wellness services to Provider and on behalf of Provider customers as outlined in this Agreement, and Provider desires to obtain these specialized services of eflexgroup for the benefit of its customers, members and employees and business. eflexgroup desires to perform such services for Provider.

Accordingly, the parties agree as follows:

Terms

Engagement of Provider. Provider hereby engages eflexgroup, and eflexgroup accepts such engagement to provide specialized benefits and/or human resources outsourcing services upon the terms and subject to the conditions hereinafter provided.

Services Provided to Provider, Linkage Fees. eflexgroup shall make available all of its products, including Flexible Spending Plan, Section 125 Cafeteria Plan, Health Reimbursement Arrangement (HRA), Health Savings Account (HSA), COBRA, Wellness and Transportation Benefit Plan administration services, to Provider and Provider's customers. eflexgroup shall make available these products on behalf of Provider at a pricing schedule that is attached here as Exhibit A. Linkage fees are 10% of the monthly administration fees, if Provider performs the billing function to its customers, and 5% of the monthly administration fees if eflexgroup performs the billing function to the Provider customers. Provider may offer these services to its customers at the reduced price stated, or mark up the pricing to earn an additional linkage fee on the business placed, but not to exceed our retail pricing posted in the broker area of the eflexgroup.com website. Linkage fees shall be payable to Provider on a quarterly basis. eflexgroup shall maintain service standards in the administration of these products above what is typical for the industry. Pricing may change annually.

Services Provided to eflexgroup. Provider shall maintain reporting, and optionally, billing responsibilities to eflexgroup for the products and services placed on behalf of the Provider and its customers, including payroll deduction reports and administration billings for eflexgroup fees. Reports shall be in a mutually agreeable format, i.e. Excel Spreadsheet.

Private Labeled Benefits Department. eflexgroup shall design and deploy a private labeled 'Benefits Department' that will be integrated into Provider's web site, that will be made available to all Provider Customers' employees and affiliates, see for example, www.eflex.com/cpehr. The fee for developing this site shall be \$1500, plus a hosting fee of \$10 per month, billed annually. Any further customized work shall be at time and materials rate of \$80/hr, and no additional work shall be performed without the parties' mutual consent. Fees herein may be paid through a credit applied to linkage fees earned on eflexgroup services placed on behalf of Provider, but in any event shall be paid within 12 months.

Additional Services Provided to Provider. Provider may desire additional services any time during the term of this Agreement. The additional services shall be quoted and billed separately from this Agreement.

Exclusivity. In consideration for the special pricing afforded to Provider and for the training of Provider's sales and other staff under this Agreement, Provider shall not contract with any other flex plan administrator during the term of this contract. Provider shall assist eflexgroup with flex plan marketing, including but not limited to trade show booth sharing and including eflexgroup on sales quotes.

Independent Relationship. None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between Provider and eflexgroup other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other, except as specifically provided herein.

Confidentiality. For the purposes of this Agreement, the term "Confidential Information" means non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information will not include information that (a) is in or enters the public domain without breach of this Agreement, (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (c) the receiving Party can establish that it knew prior to receiving such information from the disclosing Party, or (d) the receiving Party can establish that it developed independently. The terms and conditions of the Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party. All Personally Identifiable Information collected through the Co-Branded Site or otherwise by eflexgroup will be deemed to be the Confidential Information of eflexgroup. Each Party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

Indemnity. eflexgroup agrees to and shall indemnify, defend and hold Provider, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel, and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of eflexgroup, its agents or employees, under this Agreement.

Provider agrees to and shall indemnify, defend and hold eflexgroup, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel, and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of Provider, including failure to follow the advice of eflexgroup, its agents or employees, under this Agreement.

The rights and duties of the parties under this Section shall survive the termination of this Agreement.

Breach. In the event that either party breaches any provision of this Agreement and such breach continues for a period of ten (10) days after the defaulting party has been notified in writing of the default by the other, the non-defaulting party may terminate this Agreement forthwith, and all rights and obligations of the parties hereunder shall terminate as of the date of such termination.

Term and Termination. The initial term of this Agreement shall be for two years, and shall automatically renew, however either party may terminate this Agreement at will upon 60 days from the end of the term written notice to the other party.

Notices. Any notice to be given hereunder shall be given in writing by hand delivery which shall include delivery by commonly recognized overnight carrier, or by posting by certified mail, postage prepaid, or by cablegram or telex, confirmed by certified mail, postage prepaid:

If to eflexgroup address to:

Attn: Tom Jacobs, CEO
eflexgroup.com
2740 Ski Lane
Madison, WI 53713

If to _____ address to:

Name of Authorized Officer

Title

Corporation Name

or to such other address as a party may specify by notice hereunder.

Miscellaneous

Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in the Agreement are of no force or effect.

Amendment. This Agreement may not be amended or modified except by written instrument executed by the parties.

Assignment. Neither party shall sell, assign, or transfer the rights and duties established under this Agreement by any means whatsoever, whether voluntarily or involuntary, or by operation of law, without the prior written agreement of the other party which consent shall not be unreasonably withheld. Any such attempted sales, assignment or transfer in violation hereof shall be void.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of Wisconsin, without regard to conflict of laws or provisions thereof.

Venue. Venue shall be in Madison, Wisconsin.

Cost of Enforcement. In the event of any default on the part of either party to this Agreement and the necessity to initiate court action for the enforcement of any right hereunder, then in such event, the prevailing party in such action shall be entitled to recover all reasonable costs and expenses of such action, including reasonable attorneys' fees (and allocable costs of in-house counsel), at all trial and appellate levels.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to enter into this Agreement effective as of the date first written above.

eflexgroup

By: _____
J. Thomas Jacobs, CEO

Provider

By: _____

Title: _____



2009 Payroll Partnership Pricing

Effective 1/1/2010

Annual Compliance Fee waived
 Includes Plan Documents, Summary Plan Description, Non-discrimination testing and 5500 filing (if required)

Number of Eligible Employees	Annual Fee	Per Member per Month with eflex Card
1-250	\$450	\$5.50
251-500	\$550	\$5.25
501-1,000	\$650	\$4.85
1,001-5,000	\$750	\$4.65
5,001 and more...	Contact us at efgsales@eflexgroup.com or call 1.877.933.3539, ext. 300 for pricing	
2.5 Extension FSA (annual fee)	\$ 75	
Onsite Employee Meetings (plus travel expenses)	\$ 80	

There is a minimum monthly billing fee of \$75

Important eflex Card Information

Your account will need to be pre-funded 1/12 of the total annual elections for the eflex Card option. Your Account Manager will notify you of the actual pre-funded amount upon completion of your group set-up. This amount will roll forward each plan year.

Monthly Administration fee includes:

- Direct Deposit
- 24/7 Internet Account Access
- Flexpert and Live Chat at www.eflexgroup.com
- Customer Care Center available 24/7
- Spreadsheet or Online Enrollment
- Employee Meeting Video
- FSA Brochure
- Online Forms
- Employee Educational Materials
- World-class Service
- Paper enrollment: \$2 per enrollment form

