

Health Benefit Plan (HBP) Authorization Form



Building **your** future

YOUR INFORMATION

NAME COMPANY

TELEPHONE FAX

EMAIL GBL REPRESENTATIVE

SPONSORING COMPANY

FULL LEGAL NAME

ADDRESS CITY & PROVINCE POSTAL CODE

TELEPHONE FAX PROVINCE OF INCORPORATION

SIGNING OFFICER NAME TITLE

DATE OF INCORPORATION (DD/MMM/YY) CORPORATE YEAR END (DD/MMM)

COMPANY DIRECTORS*

*If company has more than four members on its Board of Directors please select one individual to sign on behalf of the Board.

HEALTH BENEFIT PLAN INFORMATION

HEALTH BENEFIT PLAN ADMINISTRATOR** Number of Classes (Employee Categories) to be included in the HBP:

**This individual will receive, approve and process claims between the Company and the HBP bank account

EMPLOYEE CLASS RATE OF REIMBURSEMENT (%) ANNUAL MAXIMUM (\$) (Up to a maximum of \$20,000)

Class A

Class B

Class C

Class D

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WHERE SHOULD WE SEND THE HBP DOCUMENTS?

CONTACT NAME

ADDRESS STREET

CITY

PROVINCE

POSTAL CODE

PHONE

AUTHORIZATION

I, _____ hereby agree to the attached Terms and Conditions and understand that documents will be issued only after the invoice has been paid. The invoice is \$2,000.00 plus applicable taxes. I also certify that the information presented above is accurate and correct to the best of my knowledge. The HBP documents will be produced using the above information and any changes and/or corrections made after this Document Information sheet has been submitted to Gordon B. Lang & Associates Inc. may incur an additional Administration fee.

Any liability of Gordon B. Lang & Associates Inc. in connection with the services provided shall be limited to direct losses the client suffers as a result of the negligence and/or errors or omissions of Gordon B. Lang & Associates Inc. and in any event shall not exceed the fees charged by Gordon B. Lang & Associates Inc. with respect to the establishment of this Health Benefit Plan.

SIGNATURE

WITNESS

DATE (DD/MMM/YYYY)



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Toll Free: (877) 249-2999
Phone: (403) 249-1820
Email info@gblinc.ca

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Toronto, Ontario M5H 2K1
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www.gblinc.ca

SCHEDULE A GENERAL TERMS AND CONDITIONS

Last amended: August 2017

The provisions of this Schedule A apply to and govern the terms and conditions of all agreements, dealings and contracts with GBL with respect to products and services (collectively, the "**Services**") unless GBL expressly agrees otherwise in writing. This Schedule A forms part of the written agreement between Client and GBL. This Agreement is between Gordon B. Lang & Associates Inc. ("**GBL**") and the entity ("**Client**") who signs or accepts any one or more of the following: consulting agreement, click-through form, Authorization Form, or other agreement or request for Services of any kind executed or made between GBL and Client, whether via an online form or by paper copy. Client accepts all the terms and conditions of this Schedule A. References in this Schedule A to "**Agreement**" include this Schedule A and any other written documentation between Client and GBL, including any Authorization Form or master services agreement. This Agreement may not be varied or terminated other than as expressly provided herein. In the event of any conflict between this Schedule A and any other Authorization Form, master services agreement, schedule or other written instrument between Client and GBL, the provisions of this Schedule A shall prevail, except where such other provision is expressly stated in writing by GBL, as confirmed by an authorized signatory of GBL, to prevail or operate notwithstanding this Schedule A. Where asked to do so by GBL, Client agrees to contract electronically with GBL and to be bound by all electronic contracts and transactions between GBL and Client, including via email.

TERMS AND CONDITIONS:

1. DEFINITIONS Capitalized words and phrases in this Agreement shall have the following meanings, unless otherwise expressly defined elsewhere in this Agreement: "**Confidential Information**" means any information whether oral, or written, of a secret, proprietary or confidential nature, concerning either Party or its business operations, and includes proprietary aspects of the Services and Client Data. "**Client Data**" means any information provided by Client to GBL, or collected by GBL about Client in the course of providing the Services. "**Party**" means either Client or GBL, and "**Parties**" means both Client and GBL. "**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, trade union, governmental body, public body or other legal entity in each case whether or not having a separate legal identity.

2. BILLING AND PAYMENT Each Authorization Form will set out the applicable fees for the Services described in such Authorization Form. Client's payments shall be due upon receipt of invoice. Interest is charged at the rate of twelve per cent (12%) per annum on any balance unpaid after thirty (30) days from the invoice date; unless stated otherwise. Client shall be responsible for any and all applicable P.S.T., H.S.T., G.S.T. or comparable taxes assessed or imposed upon the Services provided or the amounts charged under this Agreement. Client consents to GBL's collection, use and disclosure of Client's personal information for billing and payment purposes. Invoices will be sent to Client's billing address as stated in the applicable Authorization Form and may be delivered by email. All payments to GBL will be made by cheque, direct deposit, or credit card. Where the Services include the delivery of certain products, services or work, and Client rejects or refuses to accept same, Client agrees that it shall in all cases remain liable to pay GBL all costs and fees related to such products, services or work, notwithstanding Client's rejection thereof. In cases of non-payment by Client for the Services, GBL may suspend provision of the Services, or access to the Services by Client, unless otherwise prohibited by professional standards, until Client's account is paid in full, including any late fees or other charges. Upon any default in payment, Client agrees that GBL shall have the right to pursue collection by any lawful means, including collection agencies and legal proceedings, and in either case Client shall be fully liable to GBL for all costs of collection, including all collection agency fees, costs and disbursements, and all legal costs and disbursements on a solicitor client basis, both before and after judgment. To the full extent such use and disclosure is not already permitted without notification or consent by applicable privacy laws, privacy legislation, or other laws or legislation, Client consents to the use and disclosure of personal information by GBL and its agents or legal counsel as reasonably required to collect any debt owing to GBL. Client further consents to GBL obtaining reports from time to time, and at any time, from credit reporting agencies with respect to Client's creditworthiness and credit history, and to GBL providing reports to credit reporting agencies with respect to Client's creditworthiness and credit history.

3. INTERPRETATION AND ENFORCEMENT a) This Agreement will be governed and interpreted according to the laws of Alberta, Canada, and the laws of Canada applicable in Alberta. Regardless of Client's location, residence or domicile, Client irrevocably attorns to the exclusive jurisdiction of the courts of Alberta, sitting at Calgary, without regard to the conflicts of law rules or principles of such courts. Client agrees to not commence any such action or proceeding except in Calgary, Alberta, Canada, and Client agrees to not commence any action by way of class proceedings or class action. b) The section headings in this Agreement are solely for convenience and will not be considered in its interpretation. c) Each Authorization Form made pursuant to this Agreement is hereby incorporated by reference as if set forth in this Agreement and may be executed without any further amendment to this Agreement. d) In performing the Services, GBL is an independent contractor and consultant and shall not be relied on for tax or legal advice. Client acknowledges, agrees and represents to GBL that it is responsible to obtain its own independent advice relating to legal, tax and financial implications of the Services. In any event, this Agreement shall not be construed strictly against GBL. e) Neither GBL nor its employees, dealers, agents or subcontractors shall be deemed to be partners, employees, or subcontractors of Client. f) GBL may amend this Agreement at any time upon thirty (30) days notice in writing (which may include email) to Client of such amendment. g) GBL will not be bound by any terms or conditions included in any purchase order or other correspondence from Client unless GBL expressly accepts such terms or conditions in writing.

4. CLIENT AGREEMENT WITH GBL a) Client agrees that it will comply in all respects with all provisions of this Agreement, and all obligations to pay money owing to GBL. b) Client agrees, and warrants and represents to GBL that: (i) Client has all requisite legal or corporate capacity, legal authority and all required consents and approvals permitting Client to enter into and be bound by this Agreement, and to perform Client's obligations hereunder; (ii) by entering into this Agreement or by receiving the Services, or by performing Client's obligations hereunder, or by providing Client Data, Client will not be in breach of any obligation or duty to any Person, whether legal, equitable, fiduciary or otherwise, or any applicable statute or regulation; and (iii) all Client Data provided by Client will be complete, accurate, truthful, legal, subject to all legally required consents, and fully in compliance with this Agreement. In the event that Client Data changes, is modified, or becomes no longer timely or accurate, Client will immediately notify GBL of any and all such changes.

5. SERVICES a) Except as otherwise expressly stated in written documentation signed by GBL, the Services are provided for Client's benefit or use, and not that of any third party, and are licensed not sold. GBL retains exclusively all rights not expressly granted to Client under this Agreement. b) The Services will be provided or made available to Client on a commercially reasonable basis. c) Client acknowledges and agrees that certain aspects of the Services are, or may be, supplied by, provided by or made available by third parties and GBL has no control over the actions of such third parties. GBL shall have the right to terminate, without liability, all or any portion of the Services where the actions, errors or omissions of any one or more third parties make the Services or such portion thereof no longer available or otherwise commercially unreasonable to provide. GBL will make commercially reasonable efforts to provide Client with notice of any termination or change pursuant to the foregoing but Client acknowledges and agrees that GBL may not receive notice from such third parties and therefore may not be able to provide notice to Client. d) In the event GBL is requested by Client to render services, deliver products, or incurs costs in relation to matters not included in the Services, provided GBL is willing and available to perform such services, and Client agrees to pay for such services in a form acceptable to GBL, GBL may invoice Client at GBL's then standard time and materials rate for such non-included services. Client agrees to pay all such payments promptly as provided herein. GBL expressly accepts no obligation to perform any such non-included services. e) GBL, together with any associated, trade names, logos, graphics or designs, are trademarks and the exclusive property of GBL, all rights reserved. f) Where GBL agrees to accept materials related to the Services from a third party by transfer to GBL, Client agrees to pay, in addition to all Fees due to GBL, any extra costs of GBL in accepting such transfer, and Client agrees that GBL will have no liability to Client of any kind related to GBL accepting any such transfer.

6. CONFIDENTIALITY Each Party agrees to exercise no less than reasonable care to prevent the unauthorized use or dissemination of the other Party's Confidential Information and agrees to use the Confidential Information of the other Party only for purposes related to the performance of this Agreement. The following information shall not constitute Confidential Information: (i) information which is generally known or available by publication, commercial use, or otherwise, or becomes generally known through no fault or breach of the Party receiving the information; (ii) information which was known by the receiving Party prior to receiving the information from the other Party through no wrongdoing; (iii) information which is independently developed by the receiving Party without the use of Confidential Information; or (iv) information which is lawfully obtained from a third party without

violation of a confidentiality obligation to the disclosing Party. Either Party may disclose the other Party's Confidential Information (i) if compelled to do so by a court or government agency having jurisdiction, provided that, unless prohibited by law from doing so, the Party subject to disclosure shall immediately notify the other Party so that the other Party may take steps to resist disclosure or obtain a protective order; and (ii) to such service providers, subcontractors, agents, and dealers as may require Confidential Information for the performance of the Services, as long as such third parties have agreed to maintain the Confidential Information as confidential in a manner similar to that contemplated in this Agreement.

7. TERMINATION This Agreement may be terminated by either Party upon written notice of termination. On notice of termination and written direction from the Client, GBL will provide all relevant materials to an authorized third party or appointed agent.

8. PRIVACY Client Data may consist of personal information ("**Personal Information**"), as defined under the Alberta or British Columbia *Personal Information Protection Acts* or the *Personal Information Protection and Electronic Documents Act* (Canada), about the Client or a third party as an identifiable individual. Client hereby consents to the collection and use, and reasonably related disclosures by GBL, subject to and as specified in GBL's General Privacy Policy, a copy of which is available from GBL on request, as may be amended from time to time. Client also hereby represents and warrants that to the extent that Client provides GBL with Personal Information about another individual, Client has all legally required rights and authority to provide such information for the purposes for which it is provided to GBL.

9. DISCLAIMERS AND LIMITATIONS Under no circumstances and under no legal theory, whether in tort (including negligence), contract, product liability or otherwise, shall GBL or any of its affiliates, employees, agents, officers or directors, be liable to Client for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind including, without limitation, damages for lost data, lost revenue, costs of procurement of substitute goods or services, loss of goodwill, work stoppage, computer or equipment failure or malfunction, economic loss, or any other damages or losses arising from or related to this Agreement. Under no circumstances shall GBL's total liability under this Agreement or any Authorization form or otherwise, exceed the total of all fees actually paid by Client to GBL under the applicable Authorization form, or the sum of five thousand dollars (\$5,000.00), whichever is less. Except as specifically stated in this Agreement, the services and products are provided strictly "as is", "where is" and "as available". GBL makes no representations, conditions or warranties, express or implied, including without limitation any warranty or condition of merchantability, non-infringement, fitness for a particular purpose, or conformity to any representation or description.

10. NOTICE All notices, invoices, consents and other communications under this Agreement from GBL to Client shall be delivered in writing and may be delivered by mail, email or fax. Client's address, fax number and email address for notice and billing is stated in the Authorization Form. Email sent by GBL to Client will be deemed received immediately upon sending by GBL unless GBL receives a message stating that email to Client has not been delivered. Client agrees to maintain a valid and operational email address for the purposes of this Agreement. Facsimiles sent by GBL will be deemed to be delivered upon receipt by GBL of a transmission confirmation receipt. Notices to GBL from Client may be delivered in writing by mail, 130, 5720 4th Street SE Calgary, AB T2H 1K7; by facsimile (403) 246-2431 or email: info@gbllinc.ca.

11. GENERAL PROVISIONS a) Client will not assign all or any part of this Agreement without the prior written consent of GBL. GBL may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to Client or Client's consent. b) This Agreement will enure to the benefit of and will be binding on and enforceable by Client and GBL and their respective successors and permitted assigns. c) If any part of this Agreement is void, prohibited or unenforceable, such part will be severed from this Agreement, and the rest of this Agreement will continue in force and effect and will be construed as if such part as severed had never been part of this Agreement. d) The failure of GBL to exercise any right under this Agreement, or GBL's failure to insist upon strict or full performance of Client's obligations under this Agreement will not constitute a waiver of GBL's rights hereunder or a relinquishment of any provision of this Agreement. In order to be binding upon GBL, any such waiver must be express and in writing signed by GBL. The rights of GBL under this Agreement are cumulative and not alternative. e) Any provision of this Agreement that, expressly or by its nature, extends beyond the termination of this Agreement will survive any termination of this Agreement. Without limitation, Sections 6 and 9 shall survive any termination or expiry of this Agreement, howsoever caused, and shall continue in full force and effect.