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**ELCIC GROUP BENEFITS PLAN
EMPLOYER SUBSCRIPTION AGREEMENT**

Page 1

This Agreement made the _____ day of _____, _____.
(day) (month) (year)

BETWEEN:

ELCIC GROUP SERVICES INC.
(hereinafter referred to as the "Sponsor")

OF THE FIRST PART

and

(hereinafter referred to as the "Employer")

OF THE SECOND PART

The Sponsor has contracted for the issuance of a Group Term Insurance Policy (the "Policy") by Manulife Financial (the "Insurer") and has contracted for the issuance of other group programs (the "Contracts") including group insurance providing extended health benefits, dental benefits and other benefits and programs for counselling and other services by selected insurers or issuers (the "Issuers"), the Policy and Contracts herein collectively called the "ELCIC Group Benefits Plan".

The ELCIC Group Benefits Plan permits certain employers to subscribe (the "Subscribing Employers") and their employees to enroll in the benefits and services available under the ELCIC Group Benefits Plan.

The Employer requires that its employees enroll (continue to be enrolled) in various benefits and services available under the ELCIC Group Benefits Plan, based on eligibility as defined in each respective Policy or Contract.

THE PARTIES AGREE AS FOLLOWS:

1. The terms used in this Employer Subscription Agreement shall have the same meaning as the meaning given to those terms in the respective Policy or Contract, as the context may require.
2. The Employer agrees that it will subscribe to the ELCIC Group Benefits Plan as an Employer, and the Sponsor agrees to advise the Insurer and each Issuer of such Employer's subscription.
3. The Employer agrees that the Sponsor shall establish premiums and fees payable from time to time by the Employer for the coverages provided by the ELCIC Group Benefits Plan, based upon the premiums and fees established by the Insurer or Issuer, which premiums and fees may be higher than the premiums and fees payable to the Insurer or Issuer by the Sponsor, and that any such difference may be retained by the Sponsor as a fee for services provided pursuant to this Agreement.
4. The Employer agrees to provide each of its employees with an application form to become enrolled in the ELCIC Group Benefits Plan as of the effective date of his or her eligibility to participate in the ELCIC Group Benefits Plan, and will require each such employee to complete the application form for the ELCIC

Group Benefits Plan, and will forward the application form to the Sponsor upon completion by the employee.

5. The Employer acknowledges that within the ELCIC Group Benefits Plan, various coverages have differing eligibility and mandatory enrollment requirements. The Employer agrees to make itself knowledgeable and keep current with such requirements in order to update the employee's enrollment and remit the appropriate premiums.

6. The Employer agrees to discharge all of the obligations and responsibilities required from an employer under the ELCIC Group Benefits Plan in order to facilitate the enrollment of the eligible employees of the Employer in the ELCIC Group Benefits Plan and in particular to:

- advise employees of their eligibility to participate in various benefits and coverages available under the ELCIC Group Benefits Plan and ensure that enrollment is carried out at the appropriate time and documented in the appropriate manner;
- contribute on behalf of each employee all premiums and fees payable for the employee's enrollment in the ELCIC Group Benefits Plan, such premiums and fees to be determined as set out in section 3 of this Agreement;
- remit the premiums and fees referred to above to the Sponsor on a monthly basis together with such other documentation as may be requested by the Sponsor;
- advise the Sponsor of any changes in employee status, employee transfers, and employee terminations; and
- provide such information and records as may be requested by the Sponsor in order for the Sponsor to carry out its responsibilities under the ELCIC Group Benefits Plan and to comply with the requirements of the Insurer and Issuers.

7. Without limiting sections 4, 5, and 6, the Employer agrees to abide by all administrative rules and practices established or required by the Sponsor and all of the requirements of the Insurer and Issuers under the ELCIC Group Benefits Plan.

8. The Employer acknowledges that the Insurer or an Issuer may, from time to time, provide an experience rating refund or other rebate to the Sponsor. The Employer acknowledges that neither it nor its employees have any right, title or interest in any such payment.

9. The Employer appoints the Sponsor to complete any forms or reports as may be required by the Insurer or an Issuer, using information and data provided to the Sponsor by the Employer.

10. The Employer acknowledges that the Policy and any Contracts are issued on a minimum 12 month term or on a calendar year or balance of calendar year basis, and that there is no guarantee that the Policy or any Contracts may be renewed at the conclusion of its present term. The Sponsor agrees to advise the Employer in the event that:

- the Policy or any Contracts are not renewed;
- at renewal the Policy or any Contracts are substituted;
- the Insurer or an Issuer has given notice that the Policy or any contract will not be renewed.

11. The Employer agrees that the Sponsor may from time to time arrange for changes or alterations to the Policy or any Contract, or for issuance of an alternate policy or alternate or additional contracts, on such terms as the Sponsor believes are in the best interests of Subscribing Employers generally, or on such terms as may be deemed appropriate by the Sponsor, in which case the terms of this Employer

Subscription Agreement shall apply to the amended policy or contract or to the replacement policy or contract as if such amended policy or contract or replacement policy or contract was the Policy or Contract, and the insurer or issuer under such amended policy or contract or replacement policy or contract shall be treated as if that insurer or issuer was the Insurer or Issuer.

12. The Employer acknowledges that the Sponsor is not the agent of the Employer with respect to the performance by the Employer of the obligations and responsibilities required from a Subscribing Employer under the ELCIC Group Benefits Plan or this Agreement. The Employer acknowledges that the Employer is responsible for ensuring that its employees are properly insured pursuant to various insurance benefits available under the ELCIC Group Benefits Plan, and is responsible for discharging all of the obligations and responsibilities required from an employer under the ELCIC Group Benefits Plan, or under this Agreement, including dealing with any errors or omissions with respect to the Employer's obligations and responsibilities as a Subscribing Employer under the ELCIC Group Benefits Plan or this Agreement.

13. The Employer agrees to indemnify and hold harmless the Sponsor with respect to any claims arising out of the performance or non-performance by the Employer of any of the Employer's obligations and responsibilities as a Subscribing Employer under the ELCIC Group Benefits Plan, or this Agreement.

The Employer and the Sponsor have each affixed their respective seals attested to by the hands of their respective proper officers.

EMPLOYER

SPONSOR

ELCIC GROUP SERVICES INC.

Per: _____
President

Per: _____

Per: _____
Secretary

Per: _____