

This Agreement is entered into between thinc USA, A Hilb Rogal & Hobbs Company (HRH), on behalf of _____ (hereinafter referred to as "Employer"), and BenefitHelp Solutions, Inc.

SECTION 1: BENEFITHELP SOLUTIONS' OBLIGATIONS

1. BenefitHelp Solutions shall complete the administrative process to set up a new account. Once the Employer provides the group set-up information, BenefitHelp Solutions shall enroll current COBRA continuants and prepare communications to continuants.
2. BenefitHelp Solutions shall provide a template letter of initial notice of COBRA rights for the employer to provide to new employees and their dependents.
3. BenefitHelp Solutions shall provide Qualifying Event notices to beneficiaries via a Certificate of Mailing upon notice from Employer.
4. BenefitHelp Solutions shall maintain an accounting of each COBRA continuant based upon benefits selected and premium rates. BenefitHelp Solutions shall maintain a premium billing account for each member that includes the total amount billed and paid for each month of coverage.
5. BenefitHelp Solutions shall maintain related funds in a designated account at a federally insured institution of BenefitHelp Solutions' selection and otherwise as required by State law. The designated account earns a service charge credit, called an earned credit that is calculated based on the average balance on the account. The earned credit is used to offset total bank service charges and fees. If the earned credit exceeds the bank service charges and fees, no amount is due. The earned credit in excess of the bank service charges and fees will not be refunded.
6. BenefitHelp Solutions shall provide each beneficiary with the option to pay their premium to BenefitHelp Solutions via self-pay or electronic fund transfer. BenefitHelp Solutions will provide a monthly premium notice to all beneficiaries who elect to self-pay their premium.
7. BenefitHelp Solutions shall provide notice to beneficiaries of delinquent premiums.
8. Monthly premiums paid in full and received by BenefitHelp Solutions from beneficiaries within the timelines described by COBRA regulation and/or Employer Eligibility Rules will be sent to the insurance carriers each month.
9. If partial premiums are received from any beneficiary, but the premium shortage is considered to be an "insufficient underpayment", defined by COBRA regulation as short by 10% of the premium or \$50, whichever is greater, BenefitHelp Solutions shall notify the beneficiary by letter of any premium shortage amount owed and allow the beneficiary 30 days to make payment of this amount. If partial premiums received by BenefitHelp Solutions are received from any beneficiary and the premium shortage is too great to be considered an "insufficient underpayment", BenefitHelp Solutions reserves the right to return the partial payment to the beneficiary and terminate the benefits if the balance due is not received by the end of the month for which premium was due. Any beneficiary funds held by BenefitHelp Solutions will be returned to the beneficiary in the event that benefits are terminated.
10. If a beneficiary requests any exception which, in BenefitHelp Solutions' judgment, appears to be in conflict with COBRA regulations, BenefitHelp Solutions shall request the beneficiary to provide a written appeal within thirty (30) days of the date of the exception request. BenefitHelp Solutions shall send the written appeal, along with any documentation, to the employer within ten (10) days of receipt, for approval or denial.
11. BenefitHelp Solutions shall generate correspondence to beneficiaries regarding the status of their accounts. This correspondence includes, but is not limited to, enrollment confirmation letters, Certificates of Credible Coverage, termination letters, notification of Medicare eligibility, and dependent loss of coverage letters.
12. BenefitHelp Solutions shall provide a staff of Member Specialists to assist beneficiaries with questions regarding their account. Both a local and toll-free phone number will be available.

13. BenefitHelp Solutions shall maintain copies of all notices, documents, and correspondence relating to a beneficiary's account and provide copies to Employer, as requested.
14. BenefitHelp Solutions shall provide monthly and weekly carrier reports, containing eligibility for members making payments in the previous week, to insurance carriers.
15. BenefitHelp Solutions is not responsible for administering state continuation obligations, unless noted otherwise. Providing notification to beneficiaries of Oregon Law, ORS 743.600 is included in the services provided by BenefitHelp Solutions. ORS 743.600 allows for continued coverage under group policies for surviving, divorced, or separated spouses age 55 or older.

SECTION 2: EMPLOYER OBLIGATIONS

1. For initial set-up of services, Employer shall be responsible for providing BenefitHelp Solutions with notification of currently enrolled continuants.
2. Employer shall be responsible for notifying BenefitHelp Solutions of qualifying events within 30 calendar days of the qualifying event.
3. Provide the initial notice of COBRA rights to new employees and their dependents using the template letter provided by BenefitHelp Solutions.

SECTION 3: CONFIDENTIALITY OF INFORMATION

BenefitHelp Solutions and Employer mutually acknowledge that security and confidentiality of health information, including but not limited to member demographic, health and claims information are of extreme importance. BenefitHelp Solutions shall maintain the security and confidentiality of such information as required by all applicable state and federal law and:

- a. BenefitHelp Solutions will not use or further disclose the information for any purpose except as necessary to carry out this agreement or as required by law;
- b. BenefitHelp Solutions will use appropriate safeguards to prevent use or disclosure of the information otherwise than as provided for by this agreement;
- c. BenefitHelp Solutions will report to Employer any use or disclosure of such information not provided for by this agreement of which BenefitHelp Solutions becomes aware;
- d. BenefitHelp Solutions will ensure that any agents, including subcontractors to whom BenefitHelp Solutions provides such information, agree to the same restrictions and conditions that apply to BenefitHelp Solutions with respect to such information.
- e. BenefitHelp Solutions shall make available to Employer such information as Employer may require to fulfill Employer obligations to account for disclosures of such information;
- f. BenefitHelp Solutions shall make available protected health information for amendment and incorporate any amendments to protected health information as required by law;
- g. BenefitHelp Solutions shall make its internal practices, books, and records relating to the use and disclosure of health information received from Employer, or created or received by BenefitHelp Solutions on behalf of Employer available to Employer and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining BenefitHelp Solutions compliance with federal law;
- h. If feasible, upon termination of this agreement, BenefitHelp Solutions shall return or destroy all health information received from Employer or created or received by BenefitHelp Solutions on behalf of Employer that BenefitHelp Solutions maintains in any form and shall retain no copies of such information. If return or destruction is not feasible, BenefitHelp Solutions shall continue to extend the protections of this agreement to such information.

Subject to the foregoing restrictions, Employer agrees that BenefitHelp Solutions may use and disclose such health information for the proper management and administration of BenefitHelp Solutions.

SECTION 4: RELATIONSHIP

The parties acknowledge and agree that since BenefitHelp Solutions only performs functions that are administrative in nature, BenefitHelp Solutions shall not be deemed a fiduciary, as defined by the Employee Retirement Income Security Act of 1974 (ERISA). Nothing in this Agreement shall be construed to appoint BenefitHelp Solutions as the administrator of the Plan, as the term is defined in the Plan and by ERISA.

BenefitHelp Solutions is retained to perform certain services, functioning as an agent of the Plan Administrator. Nothing in this Agreement shall relieve the Plan Sponsor or the Plan Administrator of any of the responsibilities they assume by adopting or executing the Plan or by operation of law.

SECTION 5: LIMITATION OF LIABILITY

BenefitHelp Solutions' sole responsibility to Employer, or any third party for claims, notwithstanding the nature of such claims, arising out of errors or omissions of services provided by BenefitHelp Solutions, shall be to furnish a corrected report or data and to correct the applicable files, or provide a new notice to beneficiaries. In no event shall BenefitHelp Solutions be responsible for special, indirect, incidental, or consequential damages which Employer or any third party may incur or experience by reason of entering into or relying on this Agreement or the services provided by BenefitHelp Solutions.

SECTION 6: DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of the Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties). The arbitrator shall be chosen from a panel of attorneys knowledgeable in the field of benefits law in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. If the arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedures both in advance of, and during recesses of, the arbitration hearings. The parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty) or consequential damages. The parties agree that all facts and other information relating to any arbitration

arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The cost of the arbitration will be divided equally by the number of parties participating in the arbitration, and each party shall be responsible for the payment of its own costs and attorneys fees relating to the arbitration.

SECTION 7: RECORDS

For audit purposes, Employer will, upon reasonable prior written notice and during reasonable business hours, have reasonable access to and may reasonably inspect all of BenefitHelp Solutions' records (including bank records and other deposit records) which relate to BenefitHelp Solutions' performance of this Agreement; provided, however, that under no circumstances will Employer be permitted to have access to or the right to inspect any object code or source code with respect to BenefitHelp Solutions' computer software, any information that is proprietary or confidential to BenefitHelp Solutions or any information that relates to other clients of BenefitHelp Solutions.

SECTION 8: RIGHT TO RELY

In performing the administrative services provided under this Agreement, BenefitHelp Solutions may rely without qualification on the information provided by Employer.

SECTION 9: CALL MONITORING

BenefitHelp Solutions may monitor telephone conversations and e-mail communications between its employees and COBRA continuants for legitimate business purposes as determined by BenefitHelp Solutions. The monitoring is to ensure the quality and accuracy of the services provided by employees of BenefitHelp Solutions to the COBRA continuants.

SECTION 10: WAIVER

No waiver of any provision in this Agreement, or any performance under this Agreement, is valid unless it is in writing and signed by the party entitled to the benefit of such provision. Waiver of any breach of any provision shall not be construed, or operate as, a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

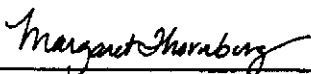
SECTION 11: COMPLETE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties and may be modified only by a subsequent modification signed by both parties. Employer acknowledges that there have been no other representations or warranties made by BenefitHelp Solutions or Employer which are not set forth in this document.

SECTION 12: ASSIGNABILITY: This Agreement may not be assigned by Employer without the prior written consent of BenefitHelp Solutions.

This Agreement is executed this _____ day of _____, in the year _____.


BENEFITHELP SOLUTIONS, INC.



Margaret Thornburg, BenefitHelp Solutions Managing Director

Date: 8/1/07

thinc USA, A Hilb Rogal & Hobbs Company (HRH)



Kelli Newman, thinc USA Operations Manager

Date: 8/1/07

Employer:

By _____ Date: _____
(Authorized Signature)

Title: _____