



COBRAToday Application

Follow these instructions for fast and efficient processing of your Plan Application.

- Clients must complete all Sections.
- Submit an addendum for instructions not included in the standard Plan Application such as Premium Services and E-Pay.
- Please print legibly for faxing.
- Contact TASC (at 1-800-422-4661) for assistance with the Plan Application.
- Fax your completed Plan Application along with your fee to 608-241-4584 or mail it to TASC, 2302 International Lane, PO Box 14140, Madison, Wisconsin 53704-3140.

(1) EMPLOYER/ADMINISTRATOR

Contact Name _____

Company Name _____ E-mail _____

Telephone Number _____ Fax Number _____

Street Address (not PO Box) _____ City _____ State _____ Zip _____

Business Federal ID # _____ NAICS or SIC Code (Found on IRS Form 5500, line 2d) _____

Tax Filing Status C-Corp S-Corp Partnership Sole Proprietor Non-Profit LLC Other _____

Nature of Business _____

Do you own an interest in any other business? No Yes Number of eligible Employees _____

If you are a current client of TASC; please note which service: FlexSystem DirectPay RetireRite

(2) PAYMENT

The Administration Fee and invoice frequency are determined by fee schedule and invoiced to Employer. To elect E-Pay, a fast and worry-free electronic method for the payment of administration fees, complete the Autodraft Application. The Enrollment fee and TQB fee, if applicable, are due at time of application. (South Dakota residents add 4% sales tax.)

Frequency of invoicing Quarterly Annually

Enrollment Fee	Minimum Monthly Fee	Per Participant Fee	Other
\$	n/a	\$	TQB Fee \$

Check # _____ Master Card Visa American Express Discover

Signature _____ Name of Cardholder (Name on Card) _____

Card # _____ Exp. Date _____

Provider Name Eric R. Herrmann Provider # 4900-0284-9429 Retail Code _____

(3) AUTHORIZATION

I have read, understand and agree to the terms and conditions stated on this document and the Service Level Agreement as attested by my signature below, effective on the date of the signature.

Employer (sign here) _____ Title _____ Date _____

I certify that the names listed below have HIPAA Business Associates Agreement with our Clients and are authorized to access information on our behalf.

Name _____ Name _____ Name _____

(4) PLAN DESIGN

Total number of employees _____ Total number of employees on employer's health insurance plan _____

Current COBRA administrator: Self Other _____ Current number of participants in COBRA _____

(A) Subsidiaries, Affiliates or Divisions

Identify all subsidiaries, affiliates, or divisions to be included under this program and identify whether they are to be established as a separate group for service communications.

Set-up Separate

- | | | |
|----------|---------------------------|--------------------------|
| 1. _____ | Yes <input type="radio"/> | No <input type="radio"/> |
| 2. _____ | Yes <input type="radio"/> | No <input type="radio"/> |
| 3. _____ | Yes <input type="radio"/> | No <input type="radio"/> |

(B) Health Carriers

Identify all health carriers (including current health insurance plan, HMO, dental, vision, etc.)

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

(C) Plan Start

Applications must be received by the 15th of the month to be eligible for the Plan to start on the first of the following month.

Important Information About Your Plan

This agreement contains information about the services and responsibilities related to your Plan with Total Administrative Services Corporation (TASC) and shall be in effect indefinitely and will be automatically renewable. The agreement is applicable to the Plan selected in the Plan Application. Keep this document for future use. Please contact TASC for specific details on the Plan.

Administration

The Plan Administrator is the employer, who agrees to appoint TASC to carry out the administration of the Plan. It shall be the principal duty of the appointed Administrator to see that the Plan is carried out in accordance with its terms for the exclusive benefit of persons entitled to participate in the Plan.

Appointment

Subject to the supervision of the Administrator/Employer, the signee on the other side of this agreement, the appointed Administering Agent will administer the Plan, including the amendments thereto in accordance with its terms. All of the provisions of the Plan, including the provisions governing indemnification and limitations of liability, are hereby incorporated by reference. The Administrator of the Plan is limited to: monitoring of benefit accounts and plan deferral limits, processing of benefit claims, preparation of a Summary Plan Description, employee election forms, and Summary Annual Reports. The Administrator acts as an agent for the Employer in receiving payments from the Employer and processing employee benefit payments. The Plan will remain in the possession of the Administrator and will be kept within the guidelines of the Internal Revenue Code and ERISA. The employer also appoints and authorizes TASC to act as its agent and in its name for the employer's use and benefit with respect to establishment of the plan using the Plan Application.

Termination

This Plan may be terminated by proper notice of one party to the other. Following the termination of the Plan, this agreement shall automatically terminate, and all benefits shall be paid and final reports prepared. Terms by which this Plan can be terminated are by written notice sixty (60) days in advance from either party or by written notice fifteen (15) days in advance to the Employer for failure to forward to the Administrator funds from employee deductions. Upon this sooner termination, the Administrator shall use the funds in its possession for the payment of benefits to the Employer and for its own fees and expenses. The Administrator has no responsibility to enforce the Employer's funding of benefits required under the Plan. Upon and after the expiration or termination of this Application, the rights granted to the employer pursuant to this Agreement shall revert back to Total Administrative Services Corporation (TASC). Within 20 days after termination or expiration of this Application, the employer shall return to TASC all manuals, brochures, computer programs, customer and vendor data bases, and any other documents regarding the TASC programs and systems and any copies thereof. In addition, the employer shall refrain from any further direct or indirect use of or reference to the TASC marks, systems, publications, manuals, brochures, documents, computer programs and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program or system that enables employers to offer employee benefits on a pre-tax basis. Finally, the termination of this Application shall not affect the duty of the employer not to infringe on TASC's trademarks and copyrights and not to disclose and keep confidential all said Confidential Information supplied to the employer by TASC.

Money Back Guarantee

If you are not entirely pleased with the Plan, simply return all Plan materials within 30 days of the date received to obtain a refund of the related fee, less the \$100 nonrefundable minimum fee.

Please mail your Plan Application along with your enrollment fee to the following address:

Total Administrative Services Corporation
2302 International Lane
P.O. Box 14140
Madison, Wisconsin 53704-3140

Service Level Agreement

THIS AGREEMENT, entered into by and between Total Administrative Services Corporation ("TASC") and (the "Employer"). This Agreement becomes effective on the date of signature. The services apply to the Plan Year as noted on the Plan Application and continuing for successive years in which the Service Level Agreement exists. The terms of this agreement shall be in effect indefinitely and will be automatically renewable. This agreement is applicable to the plan specified or selected in the Plan Application.

Services to be Provided

Under this Agreement, TASC is considered to be the Administering Agent and will provide timely administration and management of the appropriate Plan and associated accounts as outlined in the appropriate Product Administration manual/portfolio.

Employer Responsibility

Under this agreement, the Employer is considered the Plan Sponsor. Pursuant to this, the Employer must forward to TASC all relevant information in order for administrative functions to be timely performed. This includes timely submittal of enrollment and re-enrollment information, notification of employee terminations, payroll contributions, timely payment of administrative invoices, timely submission of non-discrimination information and Form 5500 information. Failure to provide inputs on a timely basis will result in delays and possible non-filing, which will be the liability of the Employer. It is also the Employer's responsibility to educate their plan participants on the services being provided. Employer is responsible for visiting www.tasconline.com/providers/HIPAA/ to execute and file the Business Associate Agreement provided by TASC. You will receive information regarding this within a few weeks. The Employer shall have the sole and final discretionary authority in respect to legal and administrative functions of the Plan.

Financial Responsibilities

Responsibility of plan benefits lies with the Plan Sponsor. TASC is merely the agent managing the administration of those benefits. Although TASC will fund benefits on behalf of the employer, ultimately all plan contributions are the responsibility of the Employer. Unsubstantiated or fraudulent Participant claims (regardless of whether by use of the debit card, web-submitted or manually submitted claims) and amounts distributed to participants that exceed the participant's account balance are the Employer's responsibility. TASC will invoice the Employer for all unsubstantiated or fraudulent claims and negative account balances. TASC also reserves the right to request a deposit if the funding account, or terminated Participant account, goes into a negative account balance.

Fees and Terms of Payment

The Employer agrees to pay TASC for services provided under this Agreement in accordance with the appropriate Plan fee schedule. Invoices for services will occur 45 days prior to the service period (Plan Year start) and are due seven days from the invoice date. Subject to participant claims, funds attributed to reimbursement check not presented for payment within 90 days of the end of the Plan year shall be retained by TASC as a supplemental fee used to defray administrative expenses. Fees may be subject to change without formal notice. Fees for services outside the Services To Be Provided under this Agreement, or for additional services that become necessary due to missing, incomplete or incorrect information will be invoiced separately and will be disclosed to the Employer prior to incurring the expense. Fees are calculated at the minimum or per Participant fee, whichever is greater. Fees are also calculated on the number of Participants in the Plan, including terminated employees, at the time of invoice. Employer is responsible for Administration Fees for entire Plan year, including Grace Period and run out period. Failure to remit payment for administrative services or FSA funds may result in termination of services or the forwarding to collections for appropriate disposition.

Termination of Agreement

Except for the nonpayment of fees and failure to remit Plan funds, this agreement shall continue in effect until it is terminated by Employer or TASC with sixty days written notice prior to Plan renewal date. If services are terminated by Employer prior to the end of the existing Plan year, the Employer is responsible for administration fees for the remainder of that Plan year.

Non-payment of administration fees and/or failure to remit funding on a timely basis may result in Plan termination. If services are terminated under this Agreement, the Employer will be responsible for completing any outstanding services. In addition, it is understood that termination of this Agreement also terminates the provision of the TASC prototype Plan Document and the Plan will henceforth be perceived as individually designed and the sole responsibility of the Employer. This Agreement may be terminated by TASC by providing the Employer with a 10 day written notice of said termination if this Agreement is terminated for failure to pay fees or failure to remit FSA funds. Upon communication of Employer's intentions to file Bankruptcy, TASC reserves the right to terminate services immediately.

TASC Liability to Employer

Employer acknowledges and agrees that TASC's maximum liability to the Employer for any breach of this Agreement, negligence or default by TASC which causes damage to the Employer is limited to the payment made by the Employer to TASC for its services in the previous six month period. The Employer expressly waives the right to recover as damages from TASC any consequential, special, incidental or punitive damages.

Governing Law

This Agreement shall be governed under the laws of the State of Wisconsin.

Entire Agreement

This Agreement represents the entire agreement of the parties and supersedes any prior written or oral agreements. This agreement shall not be altered or amended.