

ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN: Imax Financial Services Ltd., (hereinafter called "Imax")

- and -

(hereinafter called "the Plan Sponsor")

WHEREAS:

- (A) The Plan Sponsor has established a Private Health Services Plan, a summary of which is included in this document, for its employees and their dependants (hereinafter called the Employee Health Care Plan): and
- (B) Imax is engaged in the business of providing financial, administrative services including a PHSP Trust Account.

NOW THEREFORE Imax and the Plan Sponsor hereby agree to enter into this agreement effective _____ subject to the limitations as set out in the Plan Design.

Responsibilities of Imax

Imax shall provide the following services to the Plan Sponsor:

1. Imax will provide consultation to the Plan Sponsor with regard to requirements to establish an Employee Health Care Plan for its employees.
2. Imax will assist the Plan Sponsor with implementing the Employee Health Care Plan.
3. Imax will administer and manage the Employee Health Care Plan on an ongoing basis.
4. Administration of the Employee Health Care Plan will include but not be limited to the following:
 - a) Establishing Accounts for eligible Employees, as authorized by the plan sponsor.
 - b) Confirming that claims meet eligibility requirements.
 - c) Monitoring claim pools to ensure account maximums are not exceeded.
 - d) Establishing client reporting procedures.
 - e) Processing elections on year end account balances.
 - f) Processing and distributing claims from accounts
 - g) Arbitrating contestable claims between Employee and Plan Sponsor.
5. Imax will follow the guidelines and procedure manuals set forth by respective Provincial Health Information Acts and the Federal Freedom of Information and Privacy Protection Act.
6. Imax will hold all monies received from the Employer in trust which bears no interest to the plan sponsor.
7. Imax will be entitled to all interest earned on trust funds.

Responsibilities of the Plan Sponsor

1. The Plan Sponsor will ensure that the plan remains funded as outlined in the attached Fee Schedule, in a manner necessary to meet its obligations to its employees and Imax. In the event that the plan sponsor fails to fund the plan as required, Imax is under no obligation to, and will not pay out claims submitted by the employees.
2. The Plan Sponsor shall provide Imax with a current record of all eligible employees and dependants covered under the plan.
3. The Plan Sponsor shall notify Imax immediately about changes affecting the eligibility of any employees and/or dependants in a manner that is satisfactory to Imax. An Eligible employee qualifies as such provided he or she is a True Employee and receives a T4 for remuneration received from the Plan Sponsor for his or her services while employed by the Plan Sponsor.
4. The Plan Sponsor shall maintain a registry of all eligible employees signifying which employees are participating in the Employee Health Care Plan and which employees are opting out.

Other Terms

1. The Plan Sponsor authorizes Imax to apply payments from the Plan Sponsor's account in settlement of eligible benefits payable to employees under the Employee Health Care Plan and settlement of administration fees due to Imax, and to make adjustments to accounts to comply with the Fee Schedule of this agreement.
2. Imax shall not be liable in the event that it has paid a benefit for which an employee was not eligible because the Plan Sponsor failed to supply Imax with timely or accurate information in a manner satisfactory to Imax.
3. This agreement can be terminated immediately by either party upon written notice to the offices of the other party. Termination of this agreement constitutes termination of the Employee Health Care Plan.
4. In the event this agreement is terminated, Imax shall have no obligations under the Employee Health Care Plan beyond paying claims incurred prior and including the date of termination. The Plan Sponsor shall be required to fund its obligations under this agreement, including fees and applicable taxes due to the administrator, up to and including the date of termination.
5. This agreement, together with the Employee Enrollment forms, Plan Design pages and copy of the Set Up and Claims Report form which are attached and made a part hereof, constitutes the entire agreement.
No broker or other persons has authority to waive any conditions or restrictions of this agreement; to make or modify this agreement; or to bind Imax by making any promise or representation or by giving or receiving any unauthorized information.
6. Time is of the essence in the agreement.
7. In addition, Federal and Provincial sales taxes will be levied on fees when applicable. Imax G.S.T. Registration #885400986 RT00001.
8. In the event that the actual number of eligible employees at start up should differ from the number indicated on this schedule, an adjustment will be made to the Plan Sponsor's account.
9. Thirty dollars (\$30.00) will be charged for all NSF cheques.

Plan Sponsor Fee Schedule Payable to Imax Financial Services Ltd.

1. Enrollment Fee: - Imax does not charge a Set Up Fee
2. Administration Fees
Calculated as 10% of benefits paid out under the Employee Health Care Plan plus G.S.T. based on the administration fee only.

The terms of this agreement are hereby accepted by the parties hereto this _____ day of the month of _____, 20__ , at _____ , _____ .

I have explained to the plan sponsor that Imax will administer this private health services plan. I have also explained the fees, compliance matters and claims processing procedures to the Plan Sponsor.

Plan Sponsor
Signature: _____

Broker Signature: _____
Broker Name: _____

Acknowledgement and Acceptance for **Imax Financial Services Ltd.** by: Leo van den Berg
