

TERMS AND CONDITIONS

NOTICE TO CLIENT: THIS SERVICE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND BENEFIT INNOVATIONS GROUP, LLC ("BIG-HR"). PLEASE READ THIS AGREEMENT CAREFULLY. BY AVAILING ANY BIG-HR SERVICE(S) YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. THIS MEANS THAT, BY ORDERING, PURCHASING OR USING ALL OR ANY OF OUR HR SERVICES AND SOLUTIONS YOU AND ANY LEGAL ENTITY YOU REPRESENT ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT UNCONDITIONALLY. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. YOU ALSO AGREE THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND/OR ANY LEGAL ENTITY THAT ORDERED OUR SERVICES AND ON WHOSE BEHALF, YOU ORDERED OUR SERVICES. THIS AGREEMENT ALSO CONTAINS LIABILITY DISCLAIMERS AND IMPORTANT REFUSAL, CANCELLATION & REFUND TERMS REGARDING OUR SERVICES.

Definitions

(a) "**BIG-HR**", "**we**," "**us**" and "**our**" refers to **BENEFIT INNOVATIONS GROUP, LLC**, and its suppliers and licensors, if any.

(b) "**Client**", "**You**" and "**Your**" refers to the **individual client (direct or outsourced client or customer) and any legal entity** that ordered BIG-HR services and/or on whose behalf it is/was ordered. The individual & all legal entities involved are legally bound by this Service Agreement.

(c) "**project**", "**work**", "**work order**", "**service**", and "**services**" refers to the BIG-HR, HR Services and Solutions, including but not limited to, ERISA Wrap Plan Documents, summary plan description and summary material modification distribution, benefit notices distribution, cafeteria 125 POP plan documents, 1094(C) and 1095(C) reports, new hire distribution services, employee manual services, and any other ancillary service(s) ordered by Client, irrespective of its present status (yet to start, in process, partially or fully completed), the resulting product, all its copies (modified or unmodified) and all its derivatives.

By submitting this application and checking the corresponding box, Client understands and agrees to enlist Benefit Innovations Group, LLC ("BIG-HR") to provide it with the proposed package and pay any fees associated with the provided services. The Client is engaging BIG-HR for the specific service requested on a non-exclusive basis. Client may purchase the package: HR VARIED TOOLKITS for The Price as listed on the order form. Payment for the above service shall be due upon submission of this application. No services shall be rendered by BIG-HR until Client has paid for all purchased services in full. If Client purchases any ancillary services from BIG-HR, Client will receive a them based upon the above as well. All fees charged will be in US Dollars.

BIG-HR reserves the right to cancel services at any time. Client may cancel services any time before 5 days for a full refund. Any refund requests received after 5 business days will not be honored, unless determined at the sole discretion of BIG-HR.

Client acknowledges that, during the term of this Agreement, Client will have access to certain confidential or proprietary information pertaining to BIG-HR ("Confidential Information"). Clients agrees not to disclose or otherwise disseminate, either directly or indirectly, to any entity nor person not employed by BIG-HR, or use for Client's own benefit or for the benefit of others, any Confidential Information of BIG-HR without the prior written consent of BIG-HR. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. Clients further agrees to defend, indemnify, and hold BIG-HR harmless from and against all actions or causes of action, claims, demands, liabilities, losses, damages, or expenses of any kind (including court costs and attorneys' fees) which BIG-HR may at any time sustain or incur hereunder, other than those which arise from BIG-HR's negligence, misconduct, or a breach of this Agreement. **IN THE EVENT OF A DISPUTE, CLIENT AGREES THAT TOTAL LIABILITY OF BIG-HR WILL NOT EXCEED THE COST PAID BY CLIENT LESS THE COST OF ALL BIG-HR DIRECT COSTS FOR SERVICES DELIVERED.**

Client and BIG-HR will take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be reasonably requested by any other party for the implementation or continuing performance of this Agreement or any Statement of Work proposed and/or quoted/provided hereto. This Agreement shall be governed by and construed according to the laws of the State of Ohio, without giving effect to conflict of law principles. Any provision of this Agreement found to be invalid by a court having competent jurisdiction shall not affect the validity of the remaining provisions of this Agreement. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver of such term or condition or any other term or condition.