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Benefit Insights® Online Newsletter Subscription Agreement

The following Agreement defines the terms and conditions of the subscription to the *Benefit Insights*® newsletter which is published six times a year by Benefit Insights, Inc. ("BI") and paid on a semi-annual basis in advance (three issues of the newsletter). An HTML file of the newsletter will be emailed to you every other month for uploading to your Internet web site.

If printed newsletters are also being ordered, also complete the Printed Newsletter Subscription Agreement and Newsletter Layout Form. If you subscribe to both the online and printed newsletters, the online newsletter is available at a reduced cost (only \$50 per issue).

Please complete all of the Subscriber information requested below, sign and date the Agreement and return to BI, along with payment for the first three issues based upon the applicable subscription fee selected below.

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| Company "Subscriber": | |
| Street Address: | |
| City/State/Zip: | |
| Contact Name: | |
| Phone: | |
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| Email Address: | |
| Email Address to receive HTML file: | |
| <input type="checkbox"/> HTML subscription without printed newsletters - \$375 (3 issues of newsletter) <input type="checkbox"/> HTML subscription with printed newsletter subscription - \$150 (3 issues of newsletter) <input type="checkbox"/> TPAonline Subscribers Only (our one-page starter web site package): Check box and include an additional \$75 if you want us to upload the newsletter to your web page (3 issues @ \$25) | |
| Make check payable to Benefit Insights, Inc. | |

Subscriber acknowledges, understands and agrees to the following terms and conditions:

1. BI reserves the right to raise the subscription fee upon giving written notice to Subscriber at least 45 days prior to the effective date of any such fee increase.
2. Subscriber's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of BI.
3. BI will make good faith efforts to ensure that the newsletter is complete and accurate. However, all content of the newsletter is provided "as is" without any warranty of any kind, either express or implied. Legal or tax questions should always be referred to a qualified tax advisor such as an attorney or CPA. BI does not engage in and is not permitted to provide legal or tax advice. In no event shall BI be liable to Subscriber or any third party for any incidental, consequential or any other

damages in connection with the newsletter. BI's maximum liability to Subscriber, and any third party, is limited to the amount actually paid to BI under this agreement.

4. Subscriber assumes the sole responsibility of all use of the newsletter and agrees to indemnify and hold BI harmless from any liability or claim of any person arising from such use.
5. The newsletter, including but not limited to the text and images and their arrangement, is copyrighted by BI. All rights reserved. Subscriber is permitted to post newsletter content on its Internet web site, and BI permits Subscriber to modify the newsletter's format and typeset for the sole purpose of adapting the newsletter to blend with Subscriber's web site. Subscriber is not permitted to modify the text of the newsletter and is required to display the BI copyright notice included on the HTML file of the newsletter. Subscriber is not permitted to publish or create other works based on the newsletter without the prior written consent of BI which holds title to all intellectual property rights to this material. The newsletter may not be copied, posted, published or transmitted in any way, whether electronically or otherwise, except as permitted above, or used to create other works based on it, without BI's prior written consent. A reasonable number of copies made incidentally for internal use may be made by Subscriber, provided the content is not modified and the copyright notice is not removed. Subscriber will take all commercially reasonable steps to protect the copyright owned by BI.
6. This Agreement may be assigned by BI without prior written approval.
7. This Agreement shall automatically renew on a semi-annual basis unless cancelled by BI or subscriber. Notice of termination must be provided to BI at least 30 days prior to such termination.

By signing below, you certify that you have read and agree to abide by all of the above terms and conditions and that you are authorized to sign on behalf of your organization or business.

On behalf of the Subscriber (authorized signature):

Signature: _____

Title: _____

Date: _____

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Order past issues of the newsletter for only \$50 each. Visit the following page of our web site which lists the previous topics, indicate which newsletters you want to receive below and include \$50 for each of the newsletters along with this agreement:

<http://www.benefit-insights.com/news/topics.htm>

| Month | Year | Topic |
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