



SERVICES AGREEMENT

This Agreement made by and between _____ (“Employer”) who sponsors a group flexible benefit plan (“Plan”) and CBIZ Benefits & Insurance Services, Inc. (“CBIZ”), who will provide for Employer one or more of the services more fully described herein and as indicated below.

WHEREAS, in accordance with the terms set forth below, CBIZ will perform the services described herein in accordance with the provisions of the Internal Revenue Code, as amended (“IRC”) and the Public Health Services Act, as amended (“PHS”), without assuming any responsibility as a plan administrator or plan sponsor under the Plan

CBIZ will perform the following service for Employer:

Flexible Benefit Administration Services (Addendum A)
Effective date:

The Terms of Agreement and all applicable Addendums are attached hereto. Employer and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

Employer

CBIZ Benefits & Insurance Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS OF AGREEMENT

1. Services Provided. CBIZ will perform the services selected by Employer and pursuant to the services outlined on the Addendums attached hereto and made a part hereof. Employer agrees to be responsible for the items outlined on the Addendums attached that are selected by Employer.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venturer relationship between the parties. The parties agree that the relationship between CBIZ and Employer shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Employer acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from the Employer, which is necessary to enable CBIZ to adequately perform its duties hereunder. The Employer shall, within thirty (30) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by the Employer if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Employer Provided Information. All information supplied to CBIZ by the Employer shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of the Employer's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of the Employer and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, the Employer will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. The Employer shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason. If the Employer provides its own plan documents (including but not limited to flex plan, cafeteria plan, dependent care, etc.), CBIZ will assume no responsibility for the accuracy or adequacy of such documents, even if provided to CBIZ for review. Employer is responsible for legal compliance of the plan documents. Further, Employer is responsible for all updates and amendments to the plan documents and shall provide such updates and amendments to CBIZ in a timely manner.
5. Transfer of Information. Both parties agree that any confidential data or information, as defined below in Section 10, that is provided electronically or by any other means to the other party or a designated third party shall be protected in such a manner as to prevent theft or loss of the data. The sending party will have no liability to the receiving party if upon receipt of the data the receiving party provides the data to a third party and that third party takes any action that could result in the loss or theft of the data.
6. Plan Administration and Fiduciary Responsibilities. The Employer is the Plan's fiduciary, whether named or otherwise, and plan administrator, not CBIZ. Nothing contained in this Agreement shall be deemed to make CBIZ a fiduciary to the Plan. The Employer is solely responsible for all administrative duties incidental to the maintenance of the aforementioned Plan, including general compliance with any federal, state or local laws or regulations that may have bearing on this Plan.

CBIZ, its officers, employees and agents are not Plan fiduciaries and shall not perform any functions which might, in the opinion of CBIZ, result in the classification of CBIZ, or any of its officers, employees or agents as a "fiduciary". The Employer acknowledges that CBIZ has no discretionary authority, control or responsibility over the Plan or over the administration of Plan assets. CBIZ will execute requested transactions involving the Plan only after receiving the appropriate authority from the Employer, named representative(s) or other properly identified fiduciary (ies).

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through the Employer. The Employer bears responsibility to direct such questions to its legal counsel and accountant.
7. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addendums attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator or party-in-interest to the Plan.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages and the correction of such errors that are reported to CBIZ within sixty (60) days of receipt of said erroneous reports, records or information by the Employer. CBIZ shall not be liable for losses incurred by the Plan or a Plan participant for indirect, special or consequential damages arising out of any breach of this Agreement.
8. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder which were committed before the effective date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 15 of this Agreement.
9. Indemnification. Subject to the limitations stated in Section 7 above and notwithstanding any other provision to the contrary, each party to this Agreement (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. For purposes of this Section, the term "affiliate" shall mean any member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of sections 414(b) and (c) of the Code, of which Indemnified Party is a member. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
10. Confidentiality. CBIZ agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to Employer's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, processes and methods that each party may have become privileged to during the course of this Agreement. The parties acknowledge that Employer may disclose confidential and important Protected Health Information ("PHI") to CBIZ as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If applicable, execution of this Agreement indicates each party's acceptance to the terms of Addendum G, Confidentiality and Nondisclosure of Protected Health Information, attached hereto and made a part hereof. All records and other materials

related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. A copy of CBIZ's privacy practices regarding Employer's nonpublic personal information is available upon request. The provisions of this Section 10 shall survive the termination of this Agreement.

11. Authorization to Disclose Employer Information. Employer authorizes CBIZ to share Employer information with other CBIZ affiliated companies for the limited purpose of providing other services for Employer by a CBIZ affiliated company. Employer further authorizes CBIZ to provide Employer information to approved third party vendors who are providing services for Employer; however CBIZ will not disseminate any information to any third party unrelated to CBIZ without Employer's written authorization. Employer agrees to indemnify and hold harmless CBIZ, its officers, directors, employees and agents against any loss, liabilities, demands, claims, actions and expenses arising out of or in connection with CBIZ providing information to any third party as authorized by Employer and provided for in this Section and Section 5 above.
12. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.
13. Fees. The parties acknowledge that there is a fee for the services provided; however the parties agree that the fee will be paid by Kades-Margolis Corporation pursuant to an agreement between Employer and Kades-Margolis Corporation.
14. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Benefits & Insurance Services, Inc.
11440 Tomahawk Creek Parkway
Leawood, Kansas 66211
Attn: General Counsel

Employer:

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

15. Term and Termination. This agreement is effective for each service selected as of the date written above and will remain in effect for independent twelve (12) month periods from and after the effective date stated (the "Initial Term"). Thereafter, this Agreement shall automatically renew for each service for additional independent twelve (12) month terms (each an "Extended Term"), unless terminated earlier by CBIZ or Employer with written notice thirty (30) days prior to the end of the Initial Term. In the event the Agreement is renewed for any service selected for any Extended Term(s), the Agreement may be terminated by either party with written notice thirty (30) days prior to the end of any Extended Term for any service. Notwithstanding anything stated hereinto the contrary, either party may terminate this Agreement at any time upon an event of default by the other party. Termination of any one service selected does not terminate this Agreement for all selected services. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of the Employer. CBIZ shall be entitled to receive all of the revenue due through the end of any term of the Agreement plus reasonable costs related to termination, including without limitation costs of generating termination related reports and accounting. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to the Employer until CBIZ has received payment in full for any undisputed compensation due and owing to CBIZ pursuant to this Section and Section 13 above for services provided prior to the termination date of this Agreement.
16. Amendment. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.
17. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
18. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
19. Successor and Assigns. This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent.
20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Pennsylvania, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Pennsylvania (state or federal) over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
21. Entire Agreement. This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.
22. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ADDENDUM G

CONFIDENTIALITY AND NONDISCLOSURE OF PROTECTED HEALTH INFORMATION

This Confidentiality and Nondisclosure of Protected Health Information Business Associate Addendum (the "Addendum") is entered into by and between Employer on behalf of Employer's Health Plan in its role as sponsor of the Plan (hereinafter referred to as the "Covered Entity"), and the undersigned (hereinafter referred to as the "Business Associate"), and amends and is made a part of the Agreement between the Employer and the Business Associate.

WHEREAS, the Business Associate has been retained by the Covered Entity to perform certain services on its behalf; and

WHEREAS, in connection with the Business Associate's provision of services, the Covered Entity may disclose to the Business Associate, confidential and important Protected Health Information (PHI, as defined below);

NOW THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by the Covered Entity to the Business Associate of certain protected health information.

1. **Definitions.** For purposes of this Addendum:

- A. Business Associate. "Business Associate" shall mean CBIZ Benefits & Insurance Services, Inc.
- B. Covered Entity. "Covered Entity" shall mean Health Plan.
- C. Designated Record Set. "Designated record set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.
- D. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- E. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- F. Protected Health Information (PHI). "Protected Health Information" including electronic protected health information, shall have the same meaning as those terms are defined in 45 CFR Sections 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- G. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- H. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. Security Rule. "Security Rule" shall mean the *Health Insurance Reform: Security Standard*, as set forth in 45 CFR Parts 160, 162 and 164.

2. **Confidentiality.** At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in paragraphs 3 and 4 of this Addendum, and will hold and maintain the PHI in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the PHI.

3. **Permitted Disclosures.** The Business Associate may disclose the Covered Entity's PHI to the Business Associate's Representatives with a bona fide need to know such PHI, but only if such Representatives are advised of the confidential nature of such PHI and the terms of this Addendum and are bound by an agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such PHI. In no event will PHI be disclosed to any other person, including but not limited to any investor in, or beneficiary of Business Associate, without the prior written consent of the Covered Entity. The Business Associate will provide information to the Covered Entity concerning disclosures made by the Business Associate pursuant to this Section 3 and Section 4.

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, in accordance with the above-referenced agreement between the parties, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, or the minimum necessary policies and procedures of the Covered Entity.

At the request of the Covered Entity, the Business Associate agrees to provide access to the PHI that it has in its possession to an Individual. The Business Associate further agrees to document any such disclosures of PHI and the information related to such disclosures for an accounting of disclosures of PHI if requested by the Covered Entity in accordance with 45 C.F.R. §164.528, and to provide such documentation to the Covered Entity as it may request from time to time. Furthermore, at the request of the Covered Entity, the Business Associate agrees to make amendments to PHI as directed by the Covered Entity. Notwithstanding the foregoing, the Covered Entity will not request that the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule, hereinafter collectively referred to as "Privacy Rule", if such disclosure or use were done by the Covered Entity itself.

The Business Associate agrees to mitigate, to the extent practicable, the harmful effects of which the Business Associate becomes aware, that arise out of the use or disclosure of PHI by the Business Associate that is in violation of this Agreement.

The Business Associate agrees to report to the Covered Entity, any use or disclosure of PHI not specifically permitted by this Agreement of which it becomes aware.

If the Business Associate maintains a designated record set, the Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as mutually agreed upon by the parties, to PHI in a designated record set to a Covered Entity or, as directed by a Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

If a Business Associate maintains a designated record set (DRS), the Business Associate agrees to make any amendment(s) to PHI in the DRS that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as mutually agreed upon by the parties.

4. **Required Disclosures and Use.** The Business Associate may disclose the Covered Entity's PHI if and to the extent that such disclosure is required by law or court order, provided that, to the extent reasonably possible, the Business Associate provides the Covered Entity a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Further, the Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity, or to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

5. **Required Notice to the Business Associate.** In accordance with 45 C.F.R. §164.520, and to the extent that such a limitation may affect the Business Associate's use or disclosure of PHI, the Covered Entity will notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.

6. **Records.** Upon termination of his/her/its relationship with the Covered Entity, the Business Associate will deliver to the Covered Entity any property of the Covered Entity which may be in the Business Associate's possession including all Confidential Information, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same, including without limitation any of the foregoing recorded on any computer or any machine readable medium.

7. **Indemnification.** Each party ("Indemnitor") will indemnify and hold harmless the other party ("Indemnitee") and Indemnitee's officers, employees, affiliates and agents from and against all expense, loss, penalties, liability, damages, settlement, attorney's fees, costs of litigation, fees and awards or other obligations resulting from or arising out of claims, fines, demands or cause of action of any kind or character, including those made by and to individuals, their dependents or any other party, which may be asserted against or imposed upon Indemnitee in connection with Indemnitor's improper, illegal or unauthorized receipt, use or disclosure of PHI.

8. **Term and Termination**

(a) **Term.** The Term of this Addendum shall be effective as of date of the Services Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum, and the above-referenced Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2. Immediately terminate this Addendum, and the above-referenced Agreement, if Business Associate has breached a material term of this Addendum and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity within 60 days of termination of the Addendum. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
9. **Survival.** This Addendum will continue in full force and effect even after the termination of the Business Associate and the Covered Entity for any reason.
 10. **Successors and Assigns.** This Addendum and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable.
 11. **Entire Addendum.** This Addendum embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Addendum will affect, or be used to interpret, change or restrict, the express terms and provisions of the Addendum.
 12. **Modifications and Amendments.** The terms and provisions of this Addendum may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 13. **Severability.** The parties intend this Addendum to be enforced as written. However, (i) if any portion or provision of this Addendum will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Addendum, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Addendum will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agrees that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.
 14. **Interpretation.** The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Addendum, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Addendum.
 15. **Headings and Captions.** The headings and captions of the various subdivisions of this Addendum are for convenience of reference only and will in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.
 16. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Addendum, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Addendum by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Addendum will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Addendum may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Addendum, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
 17. **Governing Law.** This Addendum will be governed by and construed in accordance with the laws of the State of Pennsylvania.
 18. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Addendum, the prevailing party in such action will be entitled to reimbursement for reasonable attorneys' fees and costs.