

Employer (Company) _____ Account number Q _____

Establishment

- A. Nippon Life Insurance Company of America (Nippon Life Benefits) has issued one or more group insurance policies ("Policies") to _____ ("Policyholder").
- B. Policyholder desires that booklet-certificates relating to the Policies be sent and received by electronic transactions ("Electronic Records"), consistent with applicable law.
- C. Policyholder desires that correspondence relating to the Policies be sent and received by electronic transactions ("Electronic Records") consistent with applicable law.

Administrative Functions

- A. The Policyholder will:
 - 1. Furnish paper copies of the booklet-certificate to all participants who do not have access to electronic media.
 - 2. If plan documents are available to multiple classes of participants, ensure that each participant knows and is aware of what plan documents cover each participant.
 - 3. If the Policyholder terminates its insurance agreement with Nippon Life Benefits, the Policyholder will inform all participants and beneficiaries of this termination. The Policyholder will inform all participants and beneficiaries that the booklet-certificate will remain on-line for a limited period of time (3-months) following termination. The policyholder will inform all participants and beneficiaries of the need to obtain paper copies of the booklet for the terminated policy.

General Provisions

- A. Policyholder shall perform this Agreement consistent with all Federal and State law, including, but not limited to, ERISA.
- B. There is no employer-employee or agency relationship between the Policyholder and Nippon Life Benefits. Nippon Life Benefits will send all notices required by law electronically, unless such notices are required to be sent by paper.
- C. Policyholder and Nippon Life Benefits acknowledge and agree that whenever electronic transactions are not possible, transactions will be conducted in a manner that is consistent with insurance industry standards or another mutually agreed upon method.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- E. The duties and obligations of this Agreement are neither assignable nor alienable by either Party without the consent, in writing, of the other Party.
- F. This Agreement may be amended by mutual consent, in writing, by the Parties. This Agreement may be terminated upon notice by either one of the Parties. Absent any such termination, this Agreement shall renew automatically and annually on the anniversary of its effective date.

Election

We would like to receive the following in electronic format:

Policy and books: Email (electronic mail) Or CD (compact disk)

Correspondence: Email

Email address: _____

Signature

Signed (must be an officer): _____ Date signed _____