

Access Agreement Overview

Two relatively recent developments drive this Agreement. The first is the Gramm-Leach-Bliley Act which requires us to make written commitments to the highest standards of protection for the privacy of individuals' nonpublic personal information. The second is technology. We have developed a web site for your use in managing your group life insurance plan. Through this web site, we are able to share more information more easily and more quickly than ever before. Technology, however, presents unique risks to privacy (e.g. keeping passwords secure, canceling passwords for terminating employees, etc.).

We have included our privacy statement which outlines the commitment we make in maintaining the privacy, security, and confidentiality of your associates' nonpublic personal information which you share with us for the purpose of administering your group life insurance plan. Relative to the insurance transaction, we will also share personal information with you via our web site, so we also ask for a signed agreement from you.

Our key objective is to protect the privacy of your associates' nonpublic personal information.

In addition, the web site we offer for your use is proprietary and a competitive advantage we wish to protect.

Group Policy Information Access Agreement

This Group Policy Information Access Agreement (the "Agreement") is made as of the 12 day of March, 2015 by and between MINNESOTA LIFE INSURANCE COMPANY ("Minnesota Life"), a Minnesota corporation, and the City of Waukesha ("Client").

WHEREAS, Client participates in one or more insurance policies (collectively the "Policy"), issued by Minnesota Life as specified on Exhibit A; and

WHEREAS, Client wishes to receive certain information related to the administration of the Policy for distribution to certain of its employees and other individuals (the "Authorized Persons," as further defined below); and,

WHEREAS, Minnesota Life has agreed to provide such information, subject to the provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

I. Definitions

- a. Client - Client shall include any and all parents, subsidiaries, affiliates, or subunits of Client.
- b. Authorized Persons - Collectively each director, officer, employee, agent, or third party that has a need to know the Confidential Information as defined herein. An Authorized Person shall cease being an Authorized Person if he or she leaves the employ of Client or otherwise severs his or her relationship with Client.
- c. Confidential Information - Shall include all information described in Article II of this Agreement.
- d. Site - An internet site with access restricted to Authorized Persons through which the Confidential Information may be provided.

II. Confidentiality - Authorized Use of Confidential Information

- a. Minnesota Life may from time to time disclose to Client information proprietary and secret to Minnesota Life and information which is personal and confidential to persons insured under the Policy. Such information, collectively, is "Confidential Information."
- b. Client agrees to safeguard and hold confidential from disclosure to any person, other than an Authorized Person, any and all Confidential Information provided by Minnesota Life.
- c. Client shall use the Confidential Information only for a legitimate business use in connection with the administration of the Policy.

- d. Client agrees to store the Confidential Information in a secure manner and to use the same degree of care that it uses to protect its own confidential and proprietary information in order to prevent unauthorized use, disclosure, or availability of Confidential Information.
- e. Minnesota Life reserves the right to audit Client for compliance with the security and confidentiality provisions of this Agreement. Any such audit shall be at Minnesota Life's expense, upon reasonable written notice, and during normal business hours.
- f. Confidential Information subject to this section shall not include information which is or becomes (1) publicly known through no fault of Client; (2) known to Client through independent discovery or from third parties not under an obligation of confidence; (3) required to be disclosed by Client by applicable law, by any court, governmental agency or regulatory authority, or by subpoena or discovery request in pending litigation; or (4) independently developed by Client without use of Confidential Information.

III. Client's Duties and Responsibilities Regarding Authorized Persons

- a. Prior to an Authorized Person gaining access to the Site, Client shall provide to Minnesota Life, in a format and a manner mutually agreed upon, certain information by which Minnesota Life may identify the Authorized Person.
- b. Client agrees to take all reasonable steps to ensure that Authorized Persons sign a "user agreement" electronically when such Authorized Person first accesses the Site.
- c. Client agrees to inform Minnesota Life if an Authorized Person ceases to be an Authorized Person for any reason including, but not limited to, termination of or change in employment.

IV. Breach

- a. The parties acknowledge that monetary damages may be inadequate for breach of this Agreement and agree that, in addition to other legal remedies, the parties may seek injunctive relief to enforce the terms of this Agreement.

V. No Warranties

All Confidential Information is provided "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, or accuracy.

VI. Copyright/Trademarks

The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of Minnesota Life and other parties. The use of any Marks without the written permission of Minnesota Life or such third party that may own the Marks is prohibited. The Site is protected by copyright as to content, presentation, and design. Authorized Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content, presentation, or design on the Site for commercial, for-profit, or public purposes.

VII. Governing Law

This Agreement shall be construed and the rights of the parties governed by the laws of the State of Minnesota.

VIII. Site Ownership

No title or rights to the computer code used to generate the Site, content of the Site, or domain name is transferred to Client by this or any other Agreement.

IX. Term

Either party may terminate this Agreement for any reason upon giving at least a 30-day notice to the other party. Articles II and III shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Minnesota Life

By: _____
Maria H. O'Phelan

Title: Second Vice President Group Insurance

Date: _____

City of Waukesha

By: _____

Title: _____

Date: _____

Exhibit A

Insurance Policy(ies) Issued to Client

Policy Number

002832L
006499G

Description of Policy

Group Term Life Insurance
Interim Life Insurance