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Investments. Insurance. Advice.

BENEFITS NOW®
USER AGREEMENT

CONTACT INFORMATION	INSTRUCTIONS

Mail: Co-operators Life Insurance Company
Group Client Service Centre
1900 Albert Street
Regina, SK   S4P 4K8

Fax: 1-866-889-9926

Email: group_client_services@cooperators.ca

Please complete the following information which will identify the Administrator and their level of access to Benefits Now®.

If you require access for different users, please complete the Benefits Now® - Request for Access form (GL2315).

This Agreement made as of the _____ day of _____ 20_____ between Co-operators Life Insurance Company Limited hereinafter called "Co-operators"

and _____ hereinafter called the "Administrator".
Business Name/Organization

Whereas, Co-operators is the Insurer and the Administrator is the sponsor of a group benefits plan. And whereas, Co-operators and the Administrator have entered into an agreement, Group Contract No. Group _____ , Account(s) _____, for the provision of benefits to the Employees of the Administrator. And whereas, under the terms of the Group Contract, the Administrator is required to enrol employees who are entitled to group benefits under the Group Contract and other administrative responsibilities; and whereas Co-operators has developed an on-line application whereby the Administrator can enrol employees under the Group Contract and perform other administrative responsibilities; now therefore the Parties agree as follows:

1.0 LICENSE

1.01 Co-operators grants to the Administrator and the Administrator agrees to accept, on the terms and conditions of this Agreement, a non-transferable and non-exclusive license (the "License") to use the Benefits Now® for Plan Sponsors, Benefits Now® Online Enrolment and Benefit Now® for Disability systems that will be referred to collectively as "Benefits Now®".

2.0 OWNERSHIP AND USE

2.01 Benefits Now® is owned by Co-operators. Co-operators shall grant to the Administrator access to the application but no ownership rights shall be conferred to the Administrator.

2.02 The Administrator shall not permit access to Benefits Now® to any other party outside of the Administrator's employees (hereinafter referred to as "users") unless it has specifically obtained written consent to do so from Co-operators.

2.03 The Administrator shall be responsible for determining all users of Benefits Now®. All changes to users shall be documented and the Administrator shall notify Co-operators of any changes in users within 5 business days of such change taking effect.

3.0 TERM, AUTOMATIC RENEWAL AND TERMINATION

3.01 This Agreement is effective from the day and year first above written (the "Effective Date") and shall be effective for the duration of the Group Contract, automatically renewing for any term that the Group Contract is renewed.

3.02 Subject to the provisions of sections 3.03 and 3.04, this Agreement shall terminate the date the Group Contract terminates.

3.03 Co-operators may terminate this Agreement and all access to Benefits Now® upon providing the Administrator with 31 days notice of cancellation at any time prior to the expiration date set out in section 3.02.

3.04 Access to Benefits Now® shall be immediately withdrawn or terminated in the event the Administrator breaches any provision of this Agreement or any other Agreement in effect between the Parties.

4.0 DELIVERY AND TRAINING

4.01 Co-operators shall make available to the Administrator access to Benefits Now®, and shall provide the necessary training for implementation and use of Benefits Now®.

5.0 USE AND MODIFICATION

5.01 The Administrator shall not modify or alter Benefits Now® in any way.

5.02 Level of Access. The Administrator will decide what level of access they want to have to Benefits Now®. A change to the level of access can be processed by Co-operators at any time, subject to receipt of a written request from the Administrator. Regardless of the level of access granted, the Administrator will be required to retain a copy of all documentation received in relation to the Group Contract.

The following levels of access to Benefits Now® are available:

Plan Administrator

a.) Read-only Access – this level of access allows the Administrator to view records, reports, and billings related to the Group Contract; however the Administrator will not have access to make any eligibility changes or add a disability claimant's employment information to Benefits Now®. The Administrator will be required to forward all forms to Co-operators for processing.

b.) Read/Write Access – this level of access to Benefits Now® provides all of the functionality of the Read-only Access along with allowing the Administrator to process eligibility changes and a disability claimant's employment information by adding or editing the information directly through Benefits Now® and granting access to Benefits Now® for Plan Sponsors.

c.) Plan Administrator Write Access - this level of access to Benefits Now® allows the Administrator to view and update information and grant access to Benefits Now® for Disability.

Plan Advisor

a.) Read-only Access – Can view information only but cannot make changes.

b.) Read/Write Access – Can view and update information on Benefits Now®. (Seldom requested)

5.0 USE AND MODIFICATION (CONTINUED)

5.03 The Administrator shall ensure that every user complies with the following in respect of the use of Benefits Now®

    (A) The Administrator and all users shall ensure that all provisions of the Group Contract are adhered to including, but not limited to, the following:

        i. Enrolling all eligible employees within 31 days of the commencement of their eligibility date; and ensuring they meet the eligibility definition;

        ii. Ensuring that minimum plan participation levels are maintained;

        iii. Ensuring that all employees who are enrolled remain eligible for coverage with respect to continually meeting the minimum hours requirement;

        iv. Ensuring that all employees who are not eligible are removed from the list of eligible employees and terminated within the required period;

        v. Ensuring that all employees who are required to submit health evidence (whether due to having previously opted out of coverage or due to late enrolment) submit that evidence prior to being enrolled;

    (B) The Administrator and User shall ensure that all Employees complete and sign a group benefits plan member enrolment form. The Administrator shall keep the original or a copy of the original in a secure location and forward to Co-operators either upon the death of the Employee or at the request of Co-operators.

5.04 The Administrator agrees that Co-operators may conduct periodic audits of the Administrator to ensure the ongoing accuracy and security of user identification, and to ensure that the use of such application is in accordance with this Agreement and the Group Contract.

6.0 WARRANTY

6.01 The Administrator agrees that Co-operators does not warrant or represent the Benefits Now® system will achieve any particular result or results in the Administrator's business or operations nor that the operation of Benefits Now® will be error-free or uninterrupted.

6.02 Co-operators makes no express or implied warranties, conditions or representations, and expressly disclaims all warranties or conditions of merchantability, merchantable quality or fitness for a particular purpose or use and those arising by statute or otherwise in law or from a course of dealings or usage of trade.

7.0 LIABILITY

7.01 Co-operators will not be liable for any failure or delay in performance due in whole or in part to any use by the Administrator or its users of Benefits Now®. In no event will Co-operators be liable for any damages, including but not limited to special, punitive, indirect, or consequential damages (including lost profits) arising out of the use or inability to use Benefits Now®, even if notified of the possibility of such damages.

7.02 The Administrator is solely responsible for ensuring the accuracy of the enrolment information provided to Co-operators through Benefits Now®. The Administrator shall be solely liable to indemnify Co-operators for any payments made by Co-operators if such payment is made on the basis of inaccurate information as provided by the Administrator.

8.0 CONFIDENTIALITY

8.01 The Administrator acknowledges that Benefits Now® is comprised of confidential data and know-how that is and shall remain proprietary to and at all times constitute confidential trade secrets of Co-operators, and the Administrator agrees that it shall not disclose to any other parties such confidential information unless specifically and expressly authorized to disclose same by Co-operators.

8.02 The Administrator agrees that the information that will be provided to Co-operators through Benefits Now® is confidential. The Administrator agrees to limit access to Benefits Now® and the information contained therein to those persons necessary to operate the system and provide the information required for the system. The Administrator further agrees to require all persons with access to Benefits Now® to comply with the confidentiality provisions of this agreement.

8.03 The Administrator agrees to take appropriate action by instruction, agreement, or otherwise with any permitted access to Benefits Now® to ensure that the Administrator, its employees and agents satisfy the Administrator's obligations under this Agreement and that the system is not used except as expressly permitted under this Agreement. The obligations of confidentiality contained in this article shall survive termination of this Agreement.
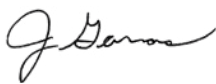
9.0 MISCELLANEOUS

9.01 This Agreement shall be binding upon the parties hereto and their respective administrators and successors. Nothing herein, except as specifically provided in this Agreement, is intended to confer upon any person, other than the parties hereto, their respective administrators and successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.02 In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by any judgement of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs have not been inserted.

9.03 This Agreement shall be governed in accordance with the laws of the Province of Saskatchewan.

9.04 This Agreement, together with any schedules expressly referred to or incorporated by reference, constitutes the entire Agreement between the Administrator and Co-operators in respect of Benefits Now®, and supersedes all prior Agreements, proposals or other communications between them relative to the subject matter of this Agreement. This Agreement shall not be altered, modified or changed unless in writing signed by both parties.

9.05 This Agreement may be delivered by facsimile or by electronic mail transmission (by attaching a signed copy in .pdf format).

THE PARTIES, by the respective signatures of their authorized representatives, indicate acceptance of the terms and conditions of this Agreement as of the date and year first written.

CO-OPERATORS LIFE INSURANCE COMPANY

Per:

Joan Ganas
Vice President, Group Benefits

In accordance with section 5.02, as Administrator please indicate with a checkmark the level of access to Benefits Now® you want to receive:

Plan Administrator

☐ **Read-Only Access** - Can view information only but cannot make changes

☐ **Read/Write Access**   (Select all that apply)

    ☐ Can view and update information and grant access to Benefits Now® for Plan Sponsors and Benefits Now® Online Enrolment.

    ☐ Can view and update information and grant access to Benefits Now® for Disability.

Plan Advisor

☐ **No Access**

☐ **Read-Only Access** - Can view information only but cannot make changes

☐ **Read/Write Access** - Can view and update information on Benefits Now®. (Seldom requested) Vice President, Group Benefits

AUTHORIZED READ/WRITE ACCESS USER

Per:

Signature _____ Name _____
                                Authorized Signatory   (please print)

Phone Number (_____) _____ Email _____

Title _____ Date _____
                                                                MMM/DD/YYYY