

NIPPON LIFE INSURANCE COMPANY OF AMERICA
A Stock Company
6965 Vista Drive
West Des Moines, Iowa 50266

This group insurance policy is issued to:

ORTHO SOLUTIONS LC, DBA DYNAFLEX
(called the Policyholder in this Group Policy)

The Date of Issue is June 1, 2023.

In return for the Policyholder's application and payment of all premiums when due, Nippon Life Insurance Company of America agrees to provide:

MEMBER AND DEPENDENT
VISION CARE EXPENSE INSURANCE
(Nonoccupational)

Preferred Provider Organization (PPO) Plan

subject to the terms and conditions described in this Group Policy.



Aimee Averill
Senior Vice President, Service, IT Strategy &
Project Management



Takashi Nakayama
President and Chief Executive Officer

GROUP POLICY NO GVE GV0500
NONPARTICIPATING
CONTRACT STATE OF ISSUE: Missouri



INTRODUCTION

This Group Policy is divided into two sections:

- (1) the Policyholder provisions for the Employer; and
- (2) the booklet-certificate provisions for the Member.

Both sections together form this Group Policy and include all of the benefits available under this Group Policy.

Whenever the term “the Company” is used in these Group Policyholder provisions, the term means Nippon Life Insurance Company of America.

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PART I - POLICY ADMINISTRATION

Section A - Contract

Article 1 - Entire Contract

This Group Policy, the current booklet-certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Company is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. When used in this Group Policy, "Policy Anniversary" means June 1 and the same day of each following year.

No agent, employee, or person other than an officer of the Company has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of the Company.

The Company reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when the Company determines that such amendment is required for consistent application of policy provisions.
- c. By written agreement between the Company and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to insurance, benefits, and participation privileges, may be made without the consent of any Insured Person.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

PART I - POLICY ADMINISTRATION

Article 3 – Administration of this Group Policy

The services necessary to administer this Group Policy and the insurance provided under it will be provided in accordance with the Company's standard administrative practices. If the Policyholder requests that such administrative services be provided in a manner different than the Company's then-current standard Policyholder administrative practices, including for example, requests for non-standard reports, the Policyholder may be required to pay for such services at the current charge for such services.

Article 4 – Policyholder Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder must:

- a. Be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. Make at least the level of premium contributions required for insurance on its eligible Members. The Policyholder must contribute at least 50% of the required premium for all Members (including disabled Members, if any); and
- c. If the Member is to contribute part of the premium, maintain the following participation percentages with respect to eligible Members:
 - If there are five or fewer eligible Members, 100% of all eligible Members, must enroll; or
 - If there are six or more eligible Members, at least 75% of all eligible Members must enroll; and
- d. If the Member is to contribute no part of the premium, 100% of eligible Members must enroll, excluding those who reject such insurance in Writing.

For the purpose of determining the percentage shown in c. and d. above, Members who have existing coverage under other group insurance, Medicaid, TRICARE, or COBRA continuation will be removed from the calculation. However, the participating percentage may not be less than 60% of the total number of eligible Members.

If a Policyholder had prior insurance with the Company which insurance terminated due to nonpayment of premium, fraud or misrepresentation, or material fact or failure to comply with minimum participation or employer contribution requirements, the Company will not accept application from that Policyholder within 12 months after the date of such termination.

PART I - POLICY ADMINISTRATION

If the Policyholder has coverage for its employees with more than one carrier, the combined minimum participation is 50% of all eligible Members with the greater of 75% or 10 lives enrolled under this Group Policy. This requirement does not apply if the other coverage is issued by an affiliate of the Company.

Article 5 - Policy Incontestability

After this Group Policy has been in force two years from the Date of Issue, the Company may not contest its validity except for nonpayment of premium.

Article 6 - Information to be Furnished

The Policyholder must, upon request, give the Company all information needed to administer this Group Policy. If a clerical error is found in this information, the Company may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Company may inspect, at any reasonable time, all Policyholder records which relate to this Group Policy.

Article 7 - Booklet-Certificates

The Company will give the Policyholder booklet-certificates for delivery to insured Members. The booklet-certificates will be evidence of insurance and will describe the basic features of the insurance, to whom the benefits are payable, and any family member or Dependent insurance. The delivery of such booklet-certificates will be in either paper or electronic format.

Article 8 - Workers' Compensation Not Affected

This Group Policy is not in place of and does not affect nor fulfill requirements for Workers' Compensation Insurance.

Article 9 - Dependent Rights

A Dependent will have no rights under this Group Policy except as set forth in PART II, Section A, Article 2.

PART I - POLICY ADMINISTRATION

Article 10 - Compliance With Federal and State Insurance Laws

The provisions of this Group Policy shall comply with the insurance laws of the federal government and the state in which this Group Policy is issued.

Article 11 - Electronic Transactions

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in Writing.

Article 12 – Value Added Service

The Company reserves the right to offer or provide to a Policyholder a vision discount plan and or health club discount or any other value added service for the employees of the Policyholder. In addition, the Company may arrange for third party service providers (i.e. optometrists, health clubs), to provide discounted goods and services to those Policyholders of the Company. While the Company has arranged these goods, services and third party provider discounts, the third party service providers are liable to the Members for the provisions of such goods and services. The Company is not responsible for the provision of such goods or services nor is it liable for the failure of the provision of the same. Further, the Company is not liable to the Members for the negligent provisions of such goods and/or services by the third party service providers.

PART I - POLICY ADMINISTRATION

PART I - POLICY ADMINISTRATION

Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

The Policyholder is responsible for payment of all premiums due while this Group Policy is in force. Payments shall be sent to the Company’s home office in West Des Moines, Iowa, or to an authorized agent of the Company.

The first premium is due on the Date of Issue of this Group Policy. The Date of Issue is the date this Group Policy is placed in force. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. For the purpose of this premium provision, “Grace Period” means the first 31-day period following a premium due date. This Group Policy will remain in force until the end of the Grace Period, unless this Group Policy has been terminated by notice as described in this PART I, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 – Initial Premium Rates

The initial premium rate(s) for each Member insured for Vision Care Expense Insurance will be:

Member Without Dependents.....	\$5.79
Member and Spouse.....	\$12.74
Member and Children.....	\$12.16
Member and All Dependents.....	\$22.58

Article 3 - Premium Rate Changes

The Company may change a premium rate:

- a. on any premium due date if the initial premium rate has then been in force two years, and if written notice is given to Policyholder at least 31 days before the date of change. After the initial premium rate has been in force for two years, the Company may change the premium rate on any due date if the rate has been in force for 12 months or more and if written notice is given to the Policyholder at least 31 days before the date of change; and
- b. on any date the definition of Member and Dependent is changed; and

PART I - POLICY ADMINISTRATION

- c. on any date the Policyholder's business, as specified on the Policyholder application is changed; and
- d. on any date the schedule of insurance or class of insured Members is changed.

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be the sum of the premium rates then in effect for all Members then insured. The Company may change a premium rate for a Member on any premium due date if the age of the Member has changed since the last premium due date.

If a Member is added or a present Member's insurance is increased or terminated on other than the first day of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

Article 5 - Contributions from Members

Members are required to contribute a portion of the premium for their insurance under this Group Policy.

Members are required to contribute all of the premium for their Dependent's insurance under this Group Policy.

Article 6 - Prospective Rating

The insurance under this Group Policy is subject to prospective experience rating. This means that the Company will not at the end of any policy year retrospectively adjust the premium for such policy year because of claims experience. The claims experience of the class of business as a whole, of which the Policyholder is a part, and to the extent allowed by law, the claims experience of the Policyholder, will be used in part to determine future premium rates. To the extent allowed by law, the rates will also be based on some or all of the following characteristics of the Policyholder: age, sex, family status, industry or occupation, size of the Policyholder, location of the Policyholder, underwriting classification, duration of insurance since initial underwriting, health status of insured individuals, benefit plan design, and such other factors as the Company may determine from time to time.

PART I - POLICY ADMINISTRATION

PART I - POLICY ADMINISTRATION

Section C - Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of a Grace Period if the total premium due has not been received by the Company before the end of the Grace Period. Failure by the Policyholder to pay the premium to the Company within the Grace Period will be deemed notice by the Policyholder to the Company to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination for Cause

Prior to the first Policy Anniversary, the Company may not terminate this Group Policy, except for nonpayment of the required premium or failure of the Policyholder to meet and continue underwriting standards.

After the first Policy Anniversary, the Company may terminate this Group Policy for cause by giving the Policyholder 31 days advance notice in Writing, with “cause” defined to be:

- a. the Policyholder ceases to be an eligible group as described in this PART I, Section A; or
- b. the Policyholder has made a material misrepresentation to or committed an act of fraud against the Company.

Article 3 - Termination Without Regard to Cause

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to the Company prior to that premium due date. The Policyholder’s issuance of a stop payment order for any amounts used to pay premiums for the Policyholder’s insurance will be considered Written notice from the Policyholder.

Prior to the first Policy Anniversary, the Company may not terminate this Group Policy, except for nonpayment of the required premium or failure of the Policyholder to meet and continue underwriting standards.

After the first Policy Anniversary, the Company may terminate this Group Policy without regard to cause by giving the Policyholder 31 days advance notice in Writing.

PART I - POLICY ADMINISTRATION

The Company may terminate the Policyholder's insurance on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advance notice in Writing.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each insured Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to the Company.

Article 5 - Termination of Preferred Provider Organization (PPO)

The Company has the right to terminate the Preferred Provider Organization (PPO) portion of this Group Policy if the Company or the Preferred Provider Organization (PPO) terminates the arrangement.

The Company also has the right to identify different Preferred Provider Organizations from time to time and to terminate the designation of any Preferred Provider at any time.

PART I - POLICY ADMINISTRATION

PART I - POLICY ADMINISTRATION

Section D - Policy Renewal

Article 1 - Renewal

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated.

While this Group Policy is in force, and subject to the provisions in this PART I, Section C, the Policyholder may renew at the applicable premium rates in effect on the Policy Anniversary.

PART I - POLICY ADMINISTRATION

PART II - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Continuation

Article 1 - Member Vision Care Expense Insurance

a. Sickness or Injury

If Active Work ends because a Member is sick or injured, insurance for that Member may be continued until the earliest of:

- (1) the date insurance would otherwise cease; or
- (2) the end of the Insurance Month in which insurance has been continued for six consecutive months; or
- (3) the end of the Insurance Month in which the Member recovers; or
- (4) the end of the Insurance Month in which the Member is insured under the USERRA continuation provisions.

If insurance under this Group Policy is subject to COBRA or USERRA, this continuation period will run concurrently with the COBRA or USERRA period.

b. Layoff or Approved Leave of Absence

If Active Work ends because a Member is on layoff or approved leave of absence, insurance for that Member may be continued until the earliest of:

- (1) the date insurance would otherwise cease; or
- (2) the end of the Insurance Month in which the layoff or approved leave of absence ends; or
- (3) the date the Member becomes eligible for any other group vision care expense coverage; or
- (4) the date one month after the end of the Insurance Month in which Active Work ends.

If insurance under this Group Policy is subject to COBRA or USERRA, this continuation period will run concurrently with the COBRA or USERRA period.

PART II - INDIVIDUAL REQUIREMENTS AND RIGHTS

Article 2 - Dependent Vision Care Expense Insurance

a. During Continuation of Member Insurance

Except as otherwise provided in the How To Be Insured – Dependents section, Dependent Vision Care Expense Insurance may remain in force during any period that Member Vision Care Expense Insurance is continued.

b. Developmentally Disabled or Physically Handicapped Children

(1) Qualification

Vision Care Expense Insurance for a child may be continued after the child reaches the maximum age for Dependent Children, provided that:

- the child is incapable of self-support as the result of a Developmental Disability or Physical Handicap and became so before reaching the maximum age and is dependent on the Member for primary support; and
- except for age, the child continues to be a Dependent Child; and
- proof of the child's incapacity is sent to the Company within 31 days after the date the child reaches the maximum age; and
- further proof that the child remains incapable of self-support is provided when the Company requests, but not more often than once a year after the initial two-year period after reaching the maximum age.

(2) Period of Continuation

Insurance for a Dependent Child who qualifies as set forth above may be continued until the earlier of:

- the date insurance would cease for any reason other than the child's attainment of the maximum age; or
- the date the child becomes capable of self-support or otherwise fails to qualify as set forth in (1) above.

This continuation is in addition to any other continuation period authorized under COBRA or USERRA, and will precede any COBRA or USERRA period.

PART II - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART II - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section B - Reinstatement

Article 1 - Reinstatement

A Member's terminated insurance will be reinstated if:

- a. insurance ceased because of layoff or approved leave of absence; and
- b. the Member returns to Active Work for the Policyholder within six months of the date insurance ceased.

The Member's reinstated insurance will be in force on the first of the Insurance Month coinciding with or next following the date of return to Active Work. However, the Actively at Work provision will apply.

Only the period of time during which a Member is actually insured will be included in determining the length of his or her continuous insurance under this Group Policy. For this purpose the period of time during which a reinstated Member's insurance was not in force:

- a. will not be considered an interruption of continuous insurance; and
- b. will not be used to satisfy any provision of this Group Policy which pertains to a period of continuous insurance.

PART II - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART III –REPLACEMENT OF INSURANCE

Section A - Replacement of a Prior Plan

Article 1 - Applicability

When insurance under this Group Policy replaces coverage under a Prior Plan, this section will apply to those Members and Dependents who:

- a. are eligible and enrolled under this Group Policy on its Date of Issue; and
- b. were covered under the Prior Plan on the date of its termination.

When used in this section, “Prior Plan” means any group vision care expense plan of the Policyholder for which this Group Policy is a replacement.

Article 2 - Benefits Payable

Benefits may be payable under this section when benefits under this Group Policy would otherwise be denied solely because of the Actively at Work provision, provided that:

- a. benefits would have been paid under the Prior Plan had it remained in force; and
- b. benefits are not paid under the Prior Plan due to its termination.

For Members who are not Actively at Work on the Date of Issue of this Group Policy and have not been Actively at Work since then, the benefits payable, if any, under this section will be the lesser of:

- a. the benefits of this Group Policy; or
- b. the benefits that would have been paid by the Prior Plan had it remained in force.

PART III – REPLACEMENT OF INSURANCE

For Members who are Actively at Work on the Date of Issue of this Group Policy, the benefits payable under this section will be the benefits of this Group Policy.

Benefits will not be paid under this section for any Treatment or Service:

- a. received before the Date of Issue of this Group Policy; or
- b. for which benefits are paid under the Prior Plan; or
- c. for which benefits would have been paid under the Prior Plan (including that plan's extended benefit provision) in the absence of this section.

PART III – REPLACEMENT OF INSURANCE