EXHIBIT 10.2

Translated From Japanese

SPECIAL CONTRACT AGREEMENT ON AGENCY COMMISSION RULE

IA Partners (hereinafter called First Party) and American Family Life Assurance

Company of Columbus (hereinafter called Second Party) enter into this agreement

with regard to the business support money and the priority booth support money

that Second Party pays First Party as Article 11th of the agency business

consignment contract and the special contract on agency commission rule

(hereinafter called This Special Contract) in the followings:

ARTICLE 1ST (SPECIAL CONTRACT CONCERNING AGENCY COMMISSION)

1. Of new contracts to which Second Party accepted First Party's submitting to

Second Party between from June 1, 2008 to the last day of May, 2009, for the

agency commission of the policy contract that fills the standard that Second

Party separately provided, the special contract shall be provided as shown in

the following each paragraph.

(1) First year commission

Second Party shall not pay the commission at the first year of the business

support money object contract to First Party. However, instead of not paying the

commission at the first year, Second Party shall pay the business support money

at the first year providing in the 2nd article 1st clause 1st paragraph and the

priority booth support money providing in the 3rd article 1st clause to First

Party.

(2) Commission since the next fiscal year

Second Party shall not pay the commission since the next fiscal year of the

business support money object contract to First Party. However, instead of not

paying the commission since the next fiscal year, Second Party shall pay the

business support money since the next year providing in the 2nd article 1st

clause 2nd paragraph to First Party.

(3) Continuing of maintenance and service business

Not related to the former each paragraph provided, about the business support

money object contract, First Party should do maintenance, service, etc of the

agency business consignment contract providing in the 1st article 1st clause 3rd

paragraph.

2. The insurance product that becomes the object provided in the former each

paragraph shall be assumed to be insurance related to the cancer related

insurance, medical related insurance, and the special contract added

respectively (limiting it when adding to the main contract simultaneously).

However, not relating to the insurance product, the special contract midway

addition doesn't become the object of providing in the preceding clause.

3. About the insurance product other than the insurance product provided in the

preceding clause, when it makes the object of providing in clause 1, it shall

separately be decided by the conference between First Party and Second Party.

4. Not related to the former each paragraph provided, the policy contract

acquired because First Party jointly did the insurance raising business etc with

another agency or marketing support shall not be included in the business

support money object contract.

[\*] = CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY

WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN

REQUESTED WITH RESPECT TO THE OMITTED PORTIONS. OMITTED TEXT IS INDICATED BY AN

"\*".

ARTICLE 2ND (BUSINESS SUPPORT MONEY)

1. The business support money that Second Party pays First Party shall be

assumed in the following each paragraph. About the handling of the consumption

tax related to the business support money, it shall be assumed the including tax

system at the time of mutual agreement. However, when the agency commission rate

based in This Special Contract was revised (hereinafter called Standard Agency

Commission Rate), it shall calculate again based on the standard agency

commission after the charge was revised in the following each paragraph

provided, and shall adjust it after conferring between First Party and Second

Party.

(1) Business support money at the first year

To the income insurance of the business support money object contract at each

month (from 1st month to 12th month), the amount of money in which \*% is

multiplied is paid according to providing in the 2nd clause.

(2) Business support money since the next fiscal year

To the income insurance of the business support money object contract at each

month (from 13th month to 60th month), the amount of money in which \*% is

multiplied is paid according to providing in the 2nd clause. After 61st month,

the business support money since the next fiscal year is not paid at all.

2. Among the amount of money received to the deposit account of Second Party

during last month as insurance related to the business support money object

contract, to the insurance that will be summed up by the insurance summing up

day of the deadline of this month (however, in the amount of money received to

the deposit account of Second Party as insurance by the day of the end of the

month beforehand, the amount of money in which the summing up processing will

not be done by the insurance summing up due date of last month is contained),

the business support money will be paid to the deposit account of the First

Party name that First Party specifies by the end of this month.

3. First Party tries the year conversion insurance of new contract (acceptance

base, hereinafter called Acceptance New Contract AP) to achieve \* million yen or

more per year, the business support money in the 1st clause is used for the

sales promotion to contribute to the maintenance and improvement of the agency

business of Second Party.

ARTICLE 3 (PRIORITY BOOTH SUPPORT MONEY)

1. The priority booth support money that Second Party pays First Party shall be

made as follows. About the handling of the consumption tax related to the

priority booth support money; it shall be assumed the including tax system at

the time of mutual agreement. However, when the agency commission rate is

revised, it shall calculate again the priority booth support money based on the

Standard Agency Commission after the charge was revised in the following each

paragraph provided, and shall adjust it after conferring between First Party and

Second Party.

[Priority booth support money]

For a booth in which it gives priority to agency business of Second Party in

First Party (it makes it to ten seats a booth, hereinafter called Priority

Booth), \* per booth is paid according to providing in the 2nd clause.

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2. Between from Jun 1, 2008 up to the end of May, 2009, First Party and Second

Party will confirm the number of Priority Booth at the time of the end of every

month by the report of First Party by the end of next month, the amount of money

in which \* is multiplied by the number of Priority Booth of the confirmation

month concerned, it pays with business support money as Priority Booth support

money on the business support money payment day of the confirmation month

concerned.

3. First Party tries Acceptance New Contract AP to achieve \* million yen or more

per year, the Priority Booth support money in the 1st clause is used for the

sales promotion to contribute to the maintenance and improvement of the agency

business of Second Party and for securing and the maintenance of Priority Booth.

ARTICLE 4TH (TERMS OF PAYMENT OF BUSINESS SUPPORT MONEY AND PRIORITY BOOTH

SUPPORT MONEY)

About the conditions are needed that Second Party may pay First Party the

business support money and the priority booth support money shall be shown in

the following each paragraph.

(1) First Party tries to suppress the failure rate (withdrawal and refusal, etc.

are contained) in the business support money object contract to 15% or less on

the average. However, when the failure rate exceeds the numerical value

concerned by the special reason that Second Party admits, but not limited to.

(2) First Party maintains 90% or more on the average on the persistence rate of

13 months, 70% or more on the average on the persistence rate of 61 months, and

55% or more on the average on the persistence rate of 121 months in the business

support money object contract respectively.

ARTICLE 5TH (SETTLEMENT OF ACCOUNTS OF PRIORITY BOOTH SUPPORT MONEY)

For the priority booth support money providing in the 3rd Article 1st clause,

First Party and Second Party are assumed that the year conversion insurance

(however, the approval base that considered failure rate, hereinafter called New

Approval Contract AP) of new contract related to the business support money

object contract per booth of the priority booth at each month is \*, \* is paid as

the base amount per booth of the priority booth. Then, about the business

support money object contract to provide in following (1), (2), (3) and (4)

respectively, when New Approval Contract AP at each month is \* over or

insufficient, according to the excess and deficiency rate of New Approval

Contract AP concerned, First Party and Second Party adjusts the amount of money

(less than one yen rounding off) in which the excess and deficiency rate and the

number of priority booths are multiplied by the amount of \* of the priority

booth support money according to the following (1), (2), (3) and (4). When

Second Party judges that it cannot adjust by the adjustment day concerned, the

adjustment day can be postponed after it notifies First Party beforehand.

Note

(1) About the business support money object contract that Second Party

accepted between from June 1, 2008 to the end of Sep, 2008, it is settled

on the day of the payment of business support money of Jan, 2009.

(2) About the business support money object contract that Second Party

accepted between from October 1, 2008 to the end of December, 2008, it is

settled on the day of the payment of business support money of April,

2009.

(3) About the business support money object contract that Second Party

accepted between from January 1, 2009 to the end of March, 2009, it is

settled on the day of the payment of business support money of July, 2009.

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(4) About the business support money object contract that Second Party

accepted between from April 1, 2009 to the end of May, 2009, it is settled

on the day of the payment of business support money of October, 2009.

ARTICLE 6TH (PROHIBITION OF THE CHARGE AGENCY CHANGE AND CONTRACT TRANSFER)

1. About the business support money object contract, First Party is assumed

that the charge agency change to another agency shall not be done as a

rule. However, when Second Party judges that the charge agency change to

protection of the policy holder, based on other reasonable reason etc, and

another agency is necessary, First Party can change the charge agency. In

this case, after it confers on both parties, First Party is restored a

necessary equivalent value to Second Party. The transfer charge shall be

paid by First Party.

2. About the business support money object contract, First Party is assumed

that the contract transfer of First Party between where has gone office

shall not be done.

ARTICLE 7TH (CONFIDENTIALITY)

First Party and Second Party observe the obligation of confidentiality provided

in the agency business consignment contract, all information on the opponent

including the existence of This Special Contract is assumed to be a secret

treatment, do not disclose and leak to third parties other than First Party and

Second Party irrespective of the reason, and do not use for the purposes other

than the target accomplishment of This Special Contract. Or First Party and

Second Party limit the person who takes part in information on support concerned

by own persons engaged to the minimum requirement, the measures that do not

disclose and leak excluding the person to whom concerned is limited is taken.

ARTICLE 8TH (RELEASE OF THIS SPECIAL CONTRACT)

1. Although during the validity term of This Special Contract, after being

notify the opponent by the document by three months prior, First Party and

Second Party can release all or parts of this special contract.

2. Not relating to the rule in the preceding clause, when First Party

corresponds one of the following each paragraph, Second Party can release

all or parts of This Special Contract without the notification at any

time.

(1) When First Party receive the cancellation or blotting out those who

recruit it registration, the cancellation of business, the disposal

of the stop etc. from the supervisory authority.

(2) When the act of violating such as the violation of Insurance

Business Law, violation of the protection of individual information

method, violation of Financial Instruments Sales Law, and other law

is done.

(3) When the act of violating is done to the violation of the agency

business consignment contract, the violation of the agency

commission rule, this violation of This Special Contract and the

decision between other First Party and Second Party.

(4) When disappearing due to cancelling the agency business consignment

contract and others.

(5) When the fraudulent means to Second Party and other foul deeds

exist.

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(6) When the bill or the check that First Party is drawn or undertaken

becomes dishonored or when it falls into the state of payment stop

or insolvency.

(7) When there is an attachment, provisional attachment or provisional

disposition or when those statements are performed or when there is

a coercive collection etc of the statement of the auction or tax and

public dues.

(8) When there is a bankruptcy procedure beginning, a corporate

reorganization procedure beginning, civil affairs rehabilitation

proceedings beginning or special liquidation beginning, etc or there

is a statement about a procedure concerning these.

(9) When dissolution is resolved or when it resolves to transfer all or

important parts to do business to the third party.

(10) When the reason to make the implementation of this special contract

difficult is caused by the disaster and the labor disturbance and

others

(11) Other than each paragraph the former, when it is admitted that the

change takes place in the property, confidence or the business etc

of First Party, and the implementation of This Special Contract

might become difficult.

ARTICLE 9TH (EFFECT OF RELEASE)

1. When This Special Contract is released based on providing the former

article, Second Party shall discontinue the payment of Business Support

Money and Priority Booth Support Money to First Party at once.

2. When This Special Contract is released based on providing in the 2nd

clause of the former article, from amount in which the operation earnings

equivalent value (the annual interest \*%) to obtain Second Party when the

standard agency commission rate is applied is added to the total of

business support money and priority booth support money paid to First

Party already, the agency commission equivalent value that First Party is

related to the business support money object contract from which the

standard agency commission rate should be paid to First Party when

recapitulating is restored and the amount of money where the balance

exists is restored to Second Party at once. The transfer charge shall be

paid by First Party.

ARTICLE 10TH (PROHIBITION OF TRANSFER OF RIGHTS, ETC)

Without prior approval by the document of Second Party, First Party shall not

transfer or succeed the right or obligation and the position as the charge

agency based on This Special Contract to the third party, or not supply to the

purpose of the mortgage.

ARTICLE 11TH (ALTERATION OF CONTRACT)

The content of the description of This Special Contract can be changed only

according to the document with the signature and seal or the sign autograph of

the person who has a right authority of First Party and Second Party.

ARTICLE 12TH (VALIDITY TERM)

The validity term of This Special Contract shall be from May 1, 2008 to the end

of June, 2014.

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ARTICLE 13TH (CONTINUING ARTICLES)

Although the expiry of term and after the end of release, etc of This Special

Contract, Article 4th (Terms of payment of business support money and priority

booth support money) paragraph 2nd, Article 5th (Settlement of accounts of

priority booth support money), Article 6th (Prohibition of the charge agency

change and contract transfer), Article 7th (Confidentiality), Article 9th

(Effect of release), Article 10th (Prohibition of transfer of rights, etc),

Article 14th (Mutual agreement of jurisdiction) and Article 15th (Separate

conference) provided don't lose their validity.

ARTICLE 14TH (MUTUAL AGREEMENT OF JURISDICTION)

When the necessity of the filing of suit is caused in relation to This Special

Contract, First Party and Second Party agree on having Tokyo District Court and

making it to the exclusive mutual agreement jurisdiction court of the first

trial beforehand.

ARTICLE 15TH (SEPARATE CONFERENCE)

About the matter not provided in This Special Contract or the matter where the

doubt is caused to This Special Contract, First Party and Second Party follow

the decision between First Party and Second Party of the agency business

consignment contract, the agency commission rule and others. About the matter

not provided even in these decisions or the matter where the doubt is caused,

decide with sincerity after the conference agreement between First Party and

Second Party.

ARTICLE 16TH (ABOUT BUSINESS SUPPORT MONEY AND PRIORITY BOOTH SUPPORT MONEY

AFTER FISCAL YEAR 2009)

About the business support money and the priority booth support money after

fiscal year 2009, First Party and Second Party can decide after the separate

conference and mutual agreement between First Party and Second Party.

As proof of this special contract conclusion, two of this contract is made and

First Party and Second Party with signature and seal have the one respectively.

FIRST PARTY:

/s/ Hideki Anan

Representative Director and President

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August, 2008

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