



**COZEN O'CONNOR
GROUP BENEFITS PLAN**

**(Also Available to NSS and MHA
Employees)**

**Summary Plan Description
and Plan Document**

Amended and Restated Effective January 1, 2020

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<p>This document incorporates by reference one or more specific booklets or plan summaries that describe in more detail certain of the benefit specific provisions governing the Cozen O'Connor Group Benefits Plan.</p>	

Introduction

This combined Summary Plan Description and Plan Document (the “Document”) describes the health and welfare benefits and programs available to eligible employees of Cozen O'Connor (the “Firm”) and its eligible participating employers under the Cozen O'Connor Group Benefits Plan (the “Plan”) on or after their effective date(s) for participation. This document comprises a complete restatement of the Plan effective as of August 1, 2019. This document, along with the other related documents provided by the carriers and third party administrators (such as certificates of insurance and descriptive booklets, which are incorporated into this Summary Plan Description and Plan Document), is designed to be your primary source of health and welfare benefits information. Refer to it for information about your benefits, and share it with your family members.

The Firm maintains the Plan described herein for the exclusive benefit of its eligible employees and to provide various health and welfare group benefits through the following component benefit programs:

- Medical (including basic vision and prescription drug)
- Health Reimbursement Arrangement (HRA)
- Health Savings Account (HSA)
- Employee Assistance Plan (EAP)
- Voluntary Vision
- Dental
- Wellness Programs
- Life Insurance and Accidental Death & Dismemberment (AD&D)
- Voluntary (Supplemental) Life, Voluntary AD&D, and Dependent Life
- Long-Term Disability (LTD)
- Short-Term Disability (STD)
- Parental Leave
- Health Flexible Spending Account (FSA)
- Limited Purpose Health FSA (LPFSA)
- Health Reimbursement Account (HRA)
- Dependent Care FSA
- Pretax Commuter Benefits

Certain benefits offered under the Plan are currently provided under insurance contracts and administrative agreements entered into between the Firm and various insurance carriers and third party administrators. These benefits are described in this document, and in the certificates of insurance and benefits booklets issued by the insurance companies and service providers, which are incorporated into this Summary Plan Description and Plan Document (the “Document”) by reference.

This Document provides no guarantee that you are eligible to participate in every benefit or program described. Each benefit program may have its own eligibility requirements, so be sure to review individual eligibility requirements set forth in this Document and the booklets issued by the insurance companies and service providers carefully.

The Plan provides benefits in accordance with applicable federal laws including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA), the Health Insurance Portability and Accountability Act (HIPAA), the Mental Health Parity Act (MHPA), Michelle's Law (when applicable), the Newborns' and Mothers' Health Protection Act (NMHPA), the Women's Health and Cancer Rights Act (WHCRA), the Mental Health Parity and Addiction Equity Act (MHPAEA), the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), the Genetic Information Nondiscrimination

Act (GINA), and the Patient Protection and Affordable Care Act (PPACA) and its companion Health Care and Education Affordability Reconciliation Act (collectively referred to as Health Care Reform).

The Plan, through this Document and referenced documents, is a plan document and a summary plan description and is intended to satisfy the written document requirements of section 402 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Plan is also intended to qualify as a "cafeteria plan" and to satisfy the requirements of Internal Revenue Code Sections 125, 129 and 105(e) and to provide employees Health Care and Dependent Care Flexible Spending Accounts and the opportunity to make pre-tax contributions toward certain benefits, including commuter.

This Document is a "wrap" document. It "wraps around" each benefit program booklet (the summaries). This Document incorporates the terms of the summaries for each of the benefit programs. Together, this Document and the benefit program summaries constitute the Summary Plan Description.

This document is also intended to outline certain office employment policies regarding disability and parental leave benefits. These employment policies are not subject to ERISA, and are included in this Document for informational purposes only. Inclusion in this Document does not result in these employment policies being subject to ERISA.

Each benefit program has a benefit booklet, or is referenced to in the U.S. Employment Policies (Policies). Refer to each program's booklet for much of the information about a program's benefits and rules. You should receive separate summaries from each of the benefit programs mentioned above. In the separate summaries, you should find information about eligibility and benefits for each of the separate benefit programs. The benefit programs may require completion of application and administrative forms and may require annual elections. The details of the administrative requirements are provided in the attachments to Appendix A or in materials provided by the Firm. In addition, in general, all benefits of this Plan are provided by the benefit programs mentioned above.

An amendment to this Document is considered an amendment to the official Plan document.

If you have any questions about this Document or certain provisions of the Plan, please call the Plan Administrator.

Every effort has been made to ensure that the information in this Document is complete and accurate. However, if there is ever a conflict or a difference between what is written here and the related documents or insurance policies, the related documents or insurance policies will rule with respect to the specific benefits provided, unless otherwise provided by law. If there is ever a conflict or a difference between this Document and the related documents or insurance policies with respect to the legal compliance requirements under ERISA and any other federal law, this Document will rule, unless the provisions in the related documents are more generous for participants.

The Plan is established with the intention of being maintained for an indefinite period of time; however, the Firm, in its sole discretion and in accordance with the *Plan Amendment and Termination* section set forth below may amend or terminate any of the benefit programs or any provision of the Plan at any time. No termination or amendment will operate to reduce the amount of any benefit payment under the Plan for charges incurred prior to the effective date of such termination or amendment.

This Document is intended to comply with the requirements of ERISA and other applicable laws and regulations. It does not create a contract or guarantee of employment between the Firm and any individual. Your employment is always on an at-will basis. The Firm or you may terminate the employment relationship without notice at any time and for any reason.

Eligibility for Benefits

An eligible employee with respect to the programs described in this Document is any individual who is designated as eligible to participate in and receive benefits under one or more of the component benefit programs described herein. You must satisfy the eligibility and participation requirements under a particular component benefit program, which may vary depending on the particular component program, in order to receive benefits under that program. Other individuals, such as an eligible employee's spouse, same- or opposite-sex domestic partner, children, or other family members, may be eligible to participate in and receive benefits under one or more of the component benefit programs due to their relationship to an eligible employee. To determine whether you or your family members are eligible to participate in a component benefit program, please read the eligibility and coverage information found in Appendix B and the respective attachments to Appendix A.

An eligible employee begins participating in the Plan upon his or her election to participate in a component benefit program in accordance with the terms and conditions established for that program or, if earlier, upon meeting the eligibility criteria and becoming covered under a component benefit program that does not require enrollment or an election. Eligibility for benefits will also be made available as required by any applicable state insurance law.

Employee Coverage

Benefit Program
<ul style="list-style-type: none">• Medical (including basic vision and prescription drug)• Voluntary Vision• Employee Assistance Program (EAP)• Dental• Wellness Programs• Pre-tax Salary Reduction Elections• Life Insurance Benefits<ul style="list-style-type: none">o Basic Lifeo Voluntary Lifeo Dependent Life• Accidental Death and Dismemberment (AD&D)<ul style="list-style-type: none">o Basic AD&Do Voluntary AD&D• Short Term Disability (STD)• Parental Leave• Long Term Disability (LTD)• Health Reimbursement Account (HRA)• Health Savings Account (HSA)• Health Flexible Spending Account (FSA)• Limited Purpose Health FSA• Dependent Care FSA• Pretax Commuter Benefits

Qualified medical child support orders (QMCSOs)

For purposes of the Plan, the term “QMCSO” shall mean a qualified medical child support order. A QMCSO is any judgment, decree or order, including a court approved settlement agreement, issued by a domestic relations court or other court of competent jurisdiction, or through an administrative process established under state law which has the force and effect of law in that state, and which assigns to a child the right to

receive health benefits for which a participant is eligible under the Plan, and that the Plan Administrator determines is qualified under the terms of ERISA and applicable state law.

If a QMCSO requires the Plan to provide health coverage, dependent children may also include your children who do not live with you and for whom you do not provide financial support. In general, QMCSOs are orders under state law requiring a parent to provide health care support to a child – for example, in case of separation or divorce. Children who may be covered under a QMCSO include children born out of wedlock, those not claimed as dependents on your federal income tax return, and children who do not reside with you. However, children who are no longer eligible, due to their age for example, cannot be added under a QMCSO.

You may obtain a copy of the Firm's procedures governing QMCSO determinations, free of charge, by contacting the Plan Administrator.

Documentation of dependents

If you elect coverage for yourself and your eligible dependents, you must certify in writing that your eligible dependents meet all Plan eligibility requirements. You must also provide Social Security numbers for your dependents as requested in order to cover dependents under the Plan. The Firm maintains the right to request documentation from you at any time to ensure that your dependents meet the eligibility criteria. In the event you provide a false certification or false or misleading information, you will be required to reimburse the Firm for all amounts paid by the Firm on your behalf. Any fraudulent attempt to secure or maintain coverage for a non-eligible person may lead to disciplinary action, up to and including reimbursement of eligible claims and/or termination of employment.

Notification

You are responsible for notifying the Plan Administrator in writing within 60 days in the event of divorce, termination of domestic partnership, legal separation or in the event your child ceases to meet the eligibility requirements for benefit coverage. For more information about your duty to notify the Plan Administrator in such an event, see the *Continuation Coverage* section of this Document.

Additional information

Additional information regarding how and when you, your spouse, domestic partner and dependent children become eligible to participate in the benefit programs and any conditions and limitations to eligibility are provided in Appendix B and in the certificates of insurance and benefits booklets provided by the applicable insurance companies and/or service providers, provided as attachments to Appendix A and the policies.

Enrollment

The benefits indicated below and described in this Document are available to certain current employees of the Firm and their eligible dependents, as applicable and as further described herein. You and your dependents are eligible for purposes of one or more of the component benefit programs described herein as described in Appendix B. Some benefit programs under the Plan require an eligible employee to enroll, while other coverage is automatic.

Enrollment Is Required	Coverage is Automatic
<ul style="list-style-type: none">- Medical Benefits (including basic vision and prescription drug)- Voluntary Vision- Dental Benefits- Health Flexible Spending Account (FSA)- Limited Purpose Health FSA- Dependent Care FSA- Pretax Commuter Benefit- Voluntary Life Benefit- Voluntary Accidental Death and Dismemberment (AD&D) Benefit- Voluntary Dependent Life Benefit- Short Term Disability (STD)	<ul style="list-style-type: none">- Basic Life Insurance Benefits- Basic Accidental Death and Dismemberment (AD&D) Benefit- Long Term Disability- Employee Assistance Program (EAP)- Health Savings Account (HSA) (if you are under age 65 and elect the HDHP medical plan.- Health Reimbursement Account (HRA) (if you are age 65 or older and elect the HDHP medical plan while having any Medicare coverage)

When coverage is automatic

You do not need to enroll yourself or elect to participate under the automatic programs listed above. The Firm automatically enrolls you in these programs for which you are eligible at no cost to you.

When enrollment is required

The following rules apply if you are required to enroll yourself and/or your spouse or domestic partner, and eligible dependent children in a benefit program listed above.

You may enroll yourself and your eligible dependents: 1) when you first become eligible for participation in the Plan, 2) during the annual open enrollment period, 3) as a result of certain special enrollment rights discussed below, or 4) within 31 days following a qualified change in status.

Initial eligibility

See Appendix B for information on when coverage begins for eligible employees and eligible dependents. You can enroll, make elections, and direct the Firm to make salary reduction or deduction contributions only by filing the appropriate completed and signed election forms or agreements with the Plan Administrator (including telephonic, e-mail, website, Internet, or any other type of electronic forms or agreements provided by the Plan Administrator).

If you do not waive or enroll in coverage when you are first eligible, you will be considered to have elected not to participate in the Plan for purposes of the elective benefits for that plan year (which means you would have to wait until the next open enrollment period or until you experience a “special enrollment event” or “change in status”, as discussed below, to enroll).

Annual open enrollment

If you are a current employee qualified to receive benefits, you may enroll for, change your coverage level, or waive coverage during annual open enrollment, which is typically held in the fall. During annual open enrollment, you may change your elections for which enrollment is required without the normal restrictions that apply at other times of the year. Annual open enrollment elections will be effective on the following January 1.

Unless otherwise provided in the annual enrollment communications, if you do not enroll during annual open enrollment, you will be considered to have elected not to participate for purposes of the elective benefits for the upcoming plan year and your participation in those elective benefits will terminate (which means you would have to wait until the next open enrollment period or until you experience a “change in status”, as discussed below, to enroll).

Special enrollment events under HIPAA

Under the Health Insurance Portability and Accountability Act (“HIPAA”), you have special enrollment rights under certain circumstances.

Loss of other Coverage (excluding Medicaid or a State Children’s Health Insurance Program). If you decline enrollment for yourself or for an eligible dependent (including your spouse/domestic partner) while other health insurance or group health plan coverage (including COBRA coverage) is in effect, you may be able to enroll yourself and your dependents in this Plan if you or your dependents lose eligibility for that other coverage (or if the Firm stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 31 days after your or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage). If you request a change within the applicable timeframe, coverage will be effective the first of the month following your request for enrollment. When the loss of other coverage is COBRA coverage, then the entire COBRA period must be exhausted in order for the individual to have another special enrollment right under the Plan. Generally, exhaustion means that COBRA coverage ends for a reason other than the failure to pay COBRA premiums or for cause (that is, submission of a fraudulent claim). This means that the entire 18-, 29-, or 36-month COBRA period usually must be completed in order to trigger a special enrollment for loss of other coverage.

New dependent by marriage, birth, adoption, or placement for adoption. If you have a new dependent as a result of marriage/establishment of a domestic partnership, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 31 days after the marriage/establishment of a domestic partnership, birth, adoption, or placement for adoption. If you request a change due to a special enrollment event within the applicable timeframe, coverage will be effective the date of birth, adoption or placement for adoption. For a new dependent as a result of marriage, coverage will be effective the first of the month following your request for enrollment.

Loss of eligibility for Medicaid or a State Children’s Health Insurance Program. If you or your dependents (including your spouse /domestic partner) are eligible, but not enrolled, for coverage under the Plan while Medicaid coverage or coverage under a state children’s health insurance program (CHIP) is in effect, you may be able to enroll yourself and your dependents in this Plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents’ coverage ends under Medicaid or CHIP. If you request a change within the applicable timeframe, coverage will be effective the first of the month following your request for enrollment.

Eligibility for Medicaid or a State Children’s Health Insurance Program. If you or your dependents (including your spouse/domestic partner) become eligible for a state premium assistance subsidy from Medicaid or through a state children’s health insurance program (CHIP) with respect to coverage under this Plan, you may be able to enroll yourself and your dependents in this Plan. However, you must request enrollment within 60 days after your or your dependents’ determination of eligibility for such assistance. If you request a change within the applicable timeframe, coverage will be effective the first of the month following your request for enrollment.

Questions should be directed to the Plan Administrator.

Qualified change in status

You may also enroll yourself, your spouse/domestic partner and/or your eligible dependents for coverage mid-year in certain circumstances. See the section titled “Making Changes during the Year” below, for more information.

Cost of Coverage

The Firm may pay the entire cost of certain benefit programs offered under the Plan and for some benefits, employees may pay the entire cost. For certain other benefit programs offered under the Plan, the employee and the Firm may share the cost of coverage. Your portion of the cost for programs under the Plan will vary according to the benefits and coverage levels (i.e., single, family, etc.) you elect. You will receive information about your portion of the cost (including information on wellness incentives and spousal surcharges integrated with the medical plans) for the benefit programs offered under the Plan during open enrollment or for new hires before you enroll. You may also obtain this information by contacting the Plan Administrator.

You may elect to have your cost for medical (including basic vision and prescription drug), dental, voluntary vision, health savings account (HSA), health and dependent care FSAs and commuter benefits deducted from your pay on a pre-tax basis under the cafeteria plan option offered by the Firm. This means your contributions come out of your pay before federal income and employment taxes are deducted. Pre-tax contributions reduce your gross salary, which lowers your taxable income and, therefore the amount of income tax you must pay. By paying lower taxes, you save money. Contributions may, however, be subject to state or local income taxes in some states.

The chart below shows the different coverages available. It also shows which coverages the Firm pays, which coverages you pay for on your own, which coverages you and the Firm pay for together, and how you pay your share of the cost (pre- or after-tax).

Coverage	Firm pays	You pay	You and Firm pay	You pay Pre- or After-Tax
Medical (including basic vision and prescription drug)			X	Pre-Tax
Dental			X	Pre-Tax
Voluntary Vision		X		Pre-Tax
Employee Assistance	X			N/A
Employee Life and AD&D				
➤ Basic Life/AD&D	X			N/A
➤ Voluntary Life/AD&D		X		After-Tax
Dependent Life		X		After-Tax
Short Term Disability (STD)	X			N/A
Parental Leave	X			N/A
Long Term Disability (LTD)	X			N/A
Health Reimbursement Account (HRA)	X			N/A
Health Savings Account (HSA)			X	Pre-Tax
Health and Dependent Care FSAs		X		Pre-Tax
Limited Purpose Health FSA		X		Pre-Tax
Pretax Commuter Benefit		X		Pre-Tax

Social Security taxes

Please note that you will not be paying Social Security taxes on any pre-tax contribution toward coverage under the benefit programs. As a result, the earnings used to calculate your Social Security benefits at retirement will not include these payments. This could result in a small reduction in the Social Security benefit you receive at retirement. However, your savings on current taxes under the benefit programs will normally be greater than any eventual reduction in Social Security benefits.

Contributions for domestic partner coverage

According to tax law, your taxes may be affected when you enroll your domestic partner in the benefits program. If you elect medical, dental and vision coverage for your eligible domestic partner and his or her eligible children, we will assume they are not your tax dependents under section 152 of the Internal Revenue Code (the "Code") unless you indicate otherwise and provide substantiation of their tax dependent status. To enroll a domestic partner as a tax dependent, you must complete a Domestic Partner Affidavit. This form is available from the Plan Administrator. If your domestic partner and his or her child(ren) qualify as your tax dependents under the Code, your contributions for domestic partner coverage will be taken before taxes are withheld and there will be no tax implications for you. However, if your domestic partner and his or her child(ren) do not qualify as dependents under the Code, the value of any coverage for your domestic partner and/or his or her child(ren) is considered "imputed income" and will be shown on your pay statement and Form W-2. You will pay taxes on the amount of imputed income. The value is calculated by determining the excess of the fair market value (FMV) of the coverage over the after-tax amount you paid for the coverage. The amount of your imputed income will be added to your paychecks each payroll period and will be subject to income tax withholding. In addition, the Firm will report the annual amount of this imputed income on your W-2 Form at the end of each year. Before enrolling your domestic partner and his or her eligible children, you should talk to your tax advisor about the tax implications for you.

Please note: There may be important personal tax consequences that arise as a result of domestic partner coverage. For example, you may be subject to imputed income for tax purposes. Contact your personal tax advisor for more information. Note, too, that in general, state income tax treatment of domestic partner benefits may be the same as the federal income tax treatment. However, certain benefits for domestic partners and their children who are not your federal tax dependents may be eligible for special state income tax treatment in a few select states. Please speak to your tax advisor regarding whether your domestic partner and his or her children, if any, qualify for the special state income tax treatment. If they do qualify, you must notify the Firm immediately in writing of this special state income tax status.

Making Changes during the Year

The federal government rules govern when you can change certain pre-tax benefit coverage elections outside of annual open enrollment. These rules apply to pre-tax coverage elections you make under the Plan. Coverage election and changes for other benefits are also subject to these rules. You will have to provide evidence of insurability for increases in coverage and new elections under the Supplemental Life and AD&D and Dependent Life coverage options.

Elections you make at annual enrollment generally remain in effect for the following Plan Year. However, you may be able to change your medical, dental, and health care or dependent care FSA elections during the Plan Year if you experience a change in status, as further explained below. You must make any status-related changes to your coverage within 31 days of the change in status. If the change involves a loss of your spouse's/domestic partner's or dependent's eligibility for medical or dental benefits, then the change will be deemed effective as of the date that eligibility is lost due to the occurrence of the change in election event, even if you do not request it within 31 days. Pretax commuter benefits can be changed monthly.

If you have enrolled in the Plan and have elected HSA benefits, then you may increase, decrease, or revoke your HSA benefits election on a prospective basis at any time during the Plan Year, in accordance with the Plan's administrative procedures for processing election changes. No other benefit package option election changes can be made as a result of a change in your HSA benefits election unless permitted as a result of events otherwise described. For example, generally you would not be able to terminate an election under the health FSA in order to be eligible for the HSA, unless one of the exceptions described for health FSA benefits otherwise applied (such as a change in status).

Please note that in order to change your benefit elections due to a change in status, you may be required to show proof verifying that these events have occurred (e.g., copy of marriage or birth certificate, or divorce decree, etc.)

Qualified Changes in Status

The following is a list of qualified changes in status that will allow you to make a change to your elections (as long as you meet the consistency requirements, as described below):

- **Legal marital status.** Any event that changes your legal marital status, including marriage, divorce, death of a spouse, legal separation, or annulment
- **Domestic partnership.** You enter into or terminate a domestic partnership whereby your domestic partner is or was considered a tax dependent
- **Number of dependents.** Any event that changes your number of tax dependents, including birth, legal guardianship, death, adoption, placement for adoption and dependent status.
- **Employment status.** Any event that changes your, your spouse's/domestic partner's or your other dependent's employment status and results in gaining or losing eligibility for coverage. Examples include:
 - Beginning or terminating employment;
 - Starting or returning from an unpaid leave of absence;
 - Changing from part-time to full-time employment or vice versa; and
 - A change in work location.
- **Dependent status.** Any event that causes your tax dependent to become eligible or ineligible for coverage under the Plan because of attaining age 26, tax dependent status or similar circumstances.
- **Residence.** A change in residence that causes an employee, spouse/domestic partner, or dependent to gain or lose eligibility for a plan or a different benefit option available under the plan (e.g., moving outside your medical or dental program's network service area)

- **COBRA.** Eligibility or loss of COBRA for an employee, spouse, domestic partner or dependent. Loss of COBRA coverage must be due to exhaustion of the COBRA period, not due to non-payment of premiums.
- **HIPAA Special Enrollment Events:** Events (such as the loss of other coverage) that qualify as special enrollment events under the Health Insurance Portability and Accountability Act (HIPAA) or an event that involves loss of group health coverage sponsored by a governmental or educational institution, such as a state health benefits risk pool, Medicaid or State Child Health Insurance Program (CHIP) coverage, or eligibility for state premium assistance.

Except as otherwise provided in an underlying benefit summary or booklet, other eligible individuals may also be added when a spouse, domestic partner or dependent gains eligibility as a result of a change in status event. This is referred to as the “tag-along” rule. Whenever a change in status event results in eligibility for any other dependent, it would be “consistent” to add or drop dependents that were previously eligible for coverage.

Consistency requirements

Except for election changes due to a HIPAA and or Medicare/CHIP special enrollment, the changes you make must be “due to and consistent with” your qualified change in status. To satisfy the federally required “consistency rule,” your qualified change in status and corresponding change in coverage must meet **both** of the following requirements.

- **Effect on eligibility.** Except for your dependent care FSA, the qualified change in status must affect eligibility for coverage under the Plan or under a plan sponsored by the employer of your spouse, domestic partner or other dependent. For this purpose, eligibility for coverage is affected if you become eligible (or ineligible) for coverage or if the qualified change in status results in an increase or decrease in the number of your dependents who may benefit from coverage under the Plan.

For your dependent care FSA, the qualified change in status must affect the amount of dependent care expenses eligible for reimbursement. For example, if your child reaches age 13, his or her dependent care expenses are no longer eligible for reimbursement.

- **Corresponding election change.** The election change must correspond with the qualified change in status. For example, if your dependent loses eligibility for coverage under the terms of the medical program, you may cancel medical coverage only for that dependent.

Additionally, you may increase, decrease or begin contributions to your health or dependent care FSA if you have or adopt a child or a child is placed with you for adoption. The Plan Administrator will determine whether a requested change is due to and consistent with a qualified change in status.

Coverage and cost events

In some instances, you can make changes to your benefits coverage for other reasons, such as mid-year events affecting the cost of coverage or the type of coverage provided, as described below. Note: *These rules do not apply for purposes of a health FSA.* Please note that if the change occurs to another employer’s plan, you may be required to show proof verifying these events have occurred.

Coverage events

If the Firm adds or eliminates a coverage option in the middle of the coverage year, or if coverage sponsored by the Firm is significantly limited or ends, you and your eligible dependents may revoke your elections and elect coverage under another option that provides similar coverage. If no other similar coverage is available, you may revoke your existing election.

For example, if there is an overall reduction under a coverage option that reduces coverage to participants in general, participants enrolled in that coverage option may elect to enroll in another option providing similar coverage (if the other coverage option permits). Additionally, if the Firm adds another coverage option mid-year, participants can drop their existing coverage and enroll in the new coverage option (if the new coverage option permits). You or your eligible dependents may also enroll in the new coverage option even if not previously enrolled for coverage at all (if the new coverage option permits).

Also, if an election change is permitted during a different open enrollment period applicable to a plan of another employer (or, if applicable, to another plan sponsored by the Firm), you may make a corresponding mid-year election change. This rule applies to the medical, vision, and dental programs, as well as the dependent care FSA.

If another employer's plan allows your spouse, domestic partner or other dependent to change his or her elections in accordance with IRS regulations, you may make a corresponding mid-year election change to your coverage.

Health FSA. You may not decrease or end health FSA contributions or enroll for a health FSA when your spouse or domestic partner becomes eligible for coverage under another plan. You may not end health FSA contributions if you become eligible for coverage under another plan.

Dependent Care FSA. You may make a change in your dependent care FSA if you make a change to your or your spouse's or your domestic partner's regular work schedule that increases or decreases your need for dependent care.

If your dependent care provider reduces or increases the number of hours worked, you may make a corresponding change to your dependent care FSA election. For example, if your child starts school, causing a reduction in the number of hours he or she is in the care of a dependent care provider, you may decrease your dependent care FSA election.

You may increase, decrease, or end contributions to your dependent care FSA if you gain coverage under another plan. Similarly you may enroll for or increase contributions to a dependent care FSA if you lose coverage under another plan.

Cost events

You must contact the Plan Administrator within 31 days of a cost event. Otherwise, your next opportunity to make changes will be the next annual open enrollment period or when you have a qualified change in status or other applicable event, whichever occurs first.

Medical (including basic vision and prescription drug), Voluntary Vision and Dental Coverage Costs. If your cost for medical (including basic vision and prescription drug), dental and voluntary vision coverage increases or decreases significantly during the year, you may make a corresponding election change. For example, you may elect another coverage option with similar coverage, or drop coverage if no similar coverage is available. Additionally, if there is a significant decrease in the cost of a coverage option during the year, you may enroll in that coverage option, even if you declined to enroll in that coverage option earlier.

Any change in the cost of your coverage option that is not significant will result in an automatic increase or decrease, as applicable, in your share of the total cost.

Dependent Care FSA. If you change your dependent care provider mid-year, you may change your dependent care FSA contributions to correspond with the new provider's charges. Similarly, if your dependent care provider (other than a provider who is your relative) raises or lowers its rates mid-year, you may increase or decrease your contributions.

Special note regarding domestic partner coverage: The events qualifying you to make a mid-year election change described in this section also apply to events related to a qualified domestic partner.

However, IRS rules generally do not permit you to make a mid-year change “on a pre-tax basis” for such events unless they involve a tax dependent.

Other rules

Receipt of Court Orders and QMCSOs. You will be permitted to revoke an election for accident or health benefits during a period of coverage and make a new election if a judgment, decree, or order (collectively an “order”) requires accident or health coverage for your child or for a foster child who is your dependent. The order must have resulted from a divorce, legal separation, annulment, or change in legal custody, and includes a qualified medical child support order (QMCSO). The Plan may automatically change your benefit and contribution elections to provide coverage for your child if the order requires coverage under the Plan.

You may also decrease your coverage for a child, if the order requires the child’s other parent to provide coverage and your spouse’s or former spouse’s plan actually provides that coverage. You also may make other corresponding changes to your benefit elections under the Plan, to the extent permitted by the Internal Revenue Code (the Code) and the Plan.

Medicare or Medicaid Entitlement. You may change an election for health coverage mid-year if you, your spouse, domestic partner or your eligible dependent becomes entitled to (that is, covered by), or loses entitlement to, coverage under Part A or Part B of Medicare, or under Medicaid. However, you are limited to reducing your health coverage only for the person who becomes entitled to Medicare or Medicaid, and you are limited to adding health coverage only for the person who loses eligibility for Medicare or Medicaid. A spouse, domestic partner or eligible dependent cannot maintain coverage under the Plan if you elect to waive coverage.

Reduction in Hours. If you experience a change in employment status that results in you working less than 30 hours per week, you may prospectively drop your medical coverage under the Plan mid-year. In order to drop medical coverage under the Plan, you must intend to enroll (and enroll any dependents whose medical coverage was dropped in connection with this event) in another medical plan that provides minimum essential coverage under Health Care Reform. The effective date of the new coverage can be no later than the first day of the second month following the month that includes the date the medical coverage under the Plan is revoked. You may not make changes to your health FSA under this event.

Family and Medical Leave Act. If you take an FMLA leave, you may continue your group health coverage for you and any covered dependents as long as you continue to pay your portion of the cost for your benefits during the leave. The Firm may require that you continue all health benefits (including health FSA), provided that participants on non-FMLA paid leave are required to continue coverage. If you take a paid leave of absence, the cost of group health coverage will continue to be deducted from your pay on a pre-tax basis. If you take an unpaid leave of absence that qualifies under FMLA, you may continue your participation as long as you contribute your share of the cost of group health coverage during the leave by 1) pre-paying for your coverage on a pre-tax basis, 2) paying for coverage during your leave on an after-tax basis, and/or 3) catching up with pre-tax contributions upon your return from leave. You also have the option to suspend your health coverage during the leave. If you lose any group health coverage during an FMLA leave because you did not make the required contributions, you may re-enroll when you return from your leave. Your group health coverage will start again on the first day after you return to work and make your required contributions.

Non-health benefits during FMLA. If you take an FMLA leave, the entitlement to non-health benefits (such as life insurance or dependent care FSA benefits) will be determined by the Firm policy for providing such benefits when you are on a non-FMLA leave. If the policy permits a participant to discontinue contributions while on leave, then you will, upon returning from leave, be required to repay the contributions not paid during the leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Any coverages that are terminated during your FMLA leave will be reinstated upon your return without any evidence of good health or newly imposed waiting period.

If you do not return to work at the end of your FMLA leave, you will be required to repay the contributions not paid during the leave and you may be entitled to purchase COBRA continuation coverage.

Special Rules Apply to Your Health Care FSA. When you take an FMLA leave, the entire amount you elected under your health FSA will be available to you during your leave period, less any prior reimbursement, as long as you continue to make your contributions during your leave of absence. If you stop making contributions, your coverage under the health care FSA will terminate while you are on FMLA leave. In that case, you may not receive reimbursement for any health care expenses you incurred after your coverage terminated.

If your coverage terminates during your leave, you may be reinstated in your health FSA elections, if you return to work during the same year in which your leave began. You will have the choice of either resuming your contributions at the same level in effect before your FMLA leave, or you may elect to increase your contribution level to “make up” for the contributions you missed during your leave. If you simply resume your prior contribution level, then the amount available for reimbursement for the year will be reduced by the contributions you missed during the leave. If you elect make up contributions, then the amount available for reimbursement will be the same amount you could receive immediately before the leave.

Regardless of whether you choose to resume your former contribution level, or make up for missed contributions, you may not retroactively elect health FSA coverage for expenses incurred after your coverage terminated.

Deadline for making an election change

If you experience an event described above, your Plan Administrator must receive written notice of the election change within 31 days of the event. The Firm reserves the right to request proof of a qualified change in status.

Change in election effective date

In general, your change in election will be effective as soon as administratively practicable, but no earlier than the first payroll period immediately following receipt of the completed election form by the Plan Administrator. However, any election change made due to the birth, adoption or placement for adoption of a child and made within 31 days of such event will be effective retroactive to the date of the birth, adoption or placement for adoption and you will be permitted to pay for this retroactive coverage with pre-tax salary deductions.

Compliance with nondiscrimination requirements

The Plan and the various benefit programs are required to meet certain nondiscrimination provisions as outlined by the Code. The Firm reserves the right to modify the amount of any benefit elections of the shareholders, officers, owners, and other highly compensated employees by the amount necessary to allow the Plan and its underlying benefit programs to satisfy these nondiscrimination requirements.

Benefits

The following pages contain a brief description of the various benefit options offered under the Plan. With respect to these options, you can find a more complete description of the level of benefits provided by consulting the benefit booklet issued by the applicable service provider or in the applicable certificates of insurance issued by the insurance companies, which are provided as attachments to Appendix A or Employment Policies. The booklets and/or certificates will inform you of the following:

- any special eligibility requirements;
- any termination of coverage rules (that is, circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture, or suspension of any benefit that a Participant or beneficiary might otherwise reasonably expect the Plan to provide);
- any cost-sharing provisions, including premiums, deductibles, coinsurance and copayment amounts for which you or your beneficiary is responsible;
- any annual or lifetime caps or other limit of benefits;
- the extent to which preventive services are covered;
- whether, and under what circumstances, existing and new drugs are covered;
- whether, and under what circumstances, coverage is provided for medical tests, devices and procedures;
- provisions governing the use of network providers, the composition of the provider network and whether, and under what circumstances, coverage is provided for out-of-network services;
- any conditions or limits on the selection of primary care providers or providers of specialty medical care;
- any conditions or limits applicable to obtaining emergency medical care;
- any provisions requiring preauthorization or utilization review as a condition to obtaining a benefit or service; and
- other related provisions.

You may also obtain copies of the booklets, certificates or policies applicable to all benefits by contacting the Plan Administrator.

Cafeteria Plan Provisions

The Firm offers its employees¹ a cafeteria plan intended to satisfy the requirements of Internal Revenue Code Sections 125, 129 and 105(e) and the regulations thereunder (referred to in this Document as the Cafeteria Plan), to provide employees health and dependent care FSAs and the opportunity to make pre-tax contributions toward certain other benefits.

Under the cafeteria plan, you may elect to have your cost for medical (including basic vision and prescription drug), dental, voluntary vision, health savings account (HSA), and the health and dependent care FSAs deducted from your pay on a pre-tax basis, pursuant to a salary reduction agreement. This means your contributions come out of your pay before federal income and employment taxes are deducted. Your contributions may, however, be subject to state or local income taxes. Pre-tax contributions reduce your gross salary, which lowers your taxable income and, therefore the amount of income tax you must pay. By paying lower taxes, you save money.

By electing one or more pre-tax premium payment benefits under the Cafeteria Plan, you convert a portion of your pay for the Plan Year (or other coverage period) into contributions to the Plan to pay premium payment benefits you have elected to receive. The Plan's terms, as set forth in this Document and as amended from time to time, govern a covered employee's rights and obligations under the Plan. Salary reductions are applied by the Firm to pay your share of the contributions for the premium payment benefits and, for the purposes of this Plan and the Internal Revenue Code, are considered to be employer contributions.

Covered employees may elect one or more of the following pre-tax premium payment benefits:

Medical Premium Payment Benefit

If you are eligible for Firm-sponsored medical (including basic vision and prescription drug) benefits, you may elect any of the medical program options as the medical premium payment benefit. A description of the medical benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The medical benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Dental Premium Payment Benefit

If you are eligible for Firm-sponsored dental benefits, you may elect the dental program as the dental premium payment benefit. A description of the dental benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Voluntary Vision Premium Payment Benefit

If you are eligible for Firm-sponsored voluntary vision benefits, you may elect the vision program as the voluntary vision premium payment benefit. A description of the voluntary vision benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The voluntary vision benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Health FSA or Limited Purpose Health FSA Premium Payment

If you are eligible to participate in the health FSA or limited purpose health FSA (LPFSA), you may elect a contribution as the health FSA or LPFSA premium payment benefit, subject to the minimum and maximum amounts for the applicable plan year as set forth in the plan summary materials provided at enrollment. A description of the health FSA and LPFSA benefits, including the amount payable, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The health FSA and LPFSA benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Dependent Care FSA Premium Payment

If you are eligible to participate in the dependent care FSA, you may elect a contribution as the dependent care FSA premium payment benefit, subject to the minimum and maximum amounts for the applicable plan year as set forth in the plan summary materials provided at enrollment. A description of the dependent care FSA benefits, including the amount payable, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The dependent care FSA benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Health Savings Account (HSA) Premium Payment

If you are eligible to participate in the health savings account (HSA) and you participate in an employer-sponsored high deductible health plan that meets the requirements of Section 223 of the Code, you may elect any whole dollar annual contribution amount of not more than the maximum allowed under Section 223 of the Code as the health savings account premium payment benefit. You may increase, decrease, or revoke your HSA benefits election on a prospective basis at any time during the Plan Year, in accordance with the Plan's administrative procedures for processing election changes. Please contact the Plan administrator for more information on the HSA benefits.

Notification of premium payment benefit amounts

The Firm will provide you with written notification of the amount of the premium payment benefits for each program offered under the Plan that requires an employee contribution before your initial and annual enrollment/election periods. The amount of the premium payment benefits will be the contributions required of an employee to participate in the group health or welfare benefit program(s) for which a premium payment benefit is available through the cafeteria plan option. The written notification is incorporated by reference and made a part of this Document.

Benefits other than premium payment benefits

Certain of the benefits are available for election on an after-tax contribution basis and may not be paid through the pre-tax premium payment benefit, such as Voluntary Life and AD&D and Dependent Life benefits.

Application of other plans

If you are electing one or more premium payment benefits under the cafeteria plan option, you are subject to the provisions, conditions, limitations, and exclusions of the health and/or welfare benefit program(s) for the premium payment benefit which you elect.

Flexible Spending Account Options

The health FSA and Limited Purpose FSA (LPFSA) components of this Plan are intended to qualify as "self-insured medical reimbursement plans" under Code section 105, and the medical care expenses reimbursed thereunder are intended to be eligible for exclusion from participating employees' gross income under Code section 105(b).

The dependent care FSA component of this Plan is intended to qualify as a "dependent care assistance program" under Code section 129, and the dependent care expenses reimbursed thereunder are intended to be eligible for exclusion from participating employees' gross income under Code section 129(a).

The health FSA, Limited Purpose FSA (LPFSA) and the dependent care FSA components of this Plan are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code sections 105 and 129. The health FSA and LPFSA components are also a separate plan for purposes of applicable provisions of ERISA, HIPAA, and COBRA. The terms and provisions of the health FSA, LPFSA and dependent care FSA benefits are more fully described in the applicable attachment to Appendix A.

Irrevocability of elections

Except as described in this Plan and the component documents, a participant's election under the Cafeteria Plan is irrevocable for the duration of the period of coverage to which it relates. In other words, unless an exception applies, the participant may not change any elections for the duration of the period of coverage regarding: (a) participation in this Plan; (b) salary reduction amounts; or (c) election of particular benefit package options.

Effect of mistakes

In the event of a mistake as to the eligibility or participation of an employee, the allocations made to the account of any participant, or the amount of benefits paid or to be paid to a participant or other person, the

Plan Administrator will, to the extent that it deems administratively possible and otherwise permissible under Code section 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such participant or other person the credits to the account or distributions to which he or she is properly entitled under the Cafeteria Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Firm from compensation paid by the Firm.

No guarantee of tax consequences

Neither the Plan Administrator nor the Firm makes any commitment or guarantee that any amounts paid to or for the benefit of a participant under the Cafeteria Plan will be excludable from the participant's gross income for federal, state, or local income tax purposes. It will be the obligation of each participant to determine whether each payment under this Plan is excludable from the participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the participant has any reason to believe that such payment is not so excludable.

Limits for certain employees

Benefits payable under the Plan to each highly compensated participant, as defined in Code section 125(e)(1), or highly compensated individual, as defined in Code section 125(e)(2), will be limited to the extent necessary to avoid violating Code section 125(b)(1), as applicable.

Benefits payable under the Plan to each key employee, as defined in Code section 416(i)(1), will be limited to the extent necessary to avoid violating Code section 125(b)(2), as applicable; and with respect to life insurance benefits for which the participant contributions on a pre-tax basis, Code section 79(d).

Benefits payable under the Plan to each highly compensated employee, as defined in Code section 414(q), are limited to the extent necessary to avoid violating Code section 129(d)(8). The Firm may determine prior to, or during, a Plan Year that the salary reduction contributions of a highly compensated employee must be reduced to avoid violating Code section 129(d)(8). Any amounts that are in excess of the Code section 129(d)(8) limit will be returned to the highly compensated employee in the form of taxable compensation.

Indemnification of Firm

If any participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such participant will indemnify and reimburse the Firm for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Medical

The Firm's health benefits program provides eligible employees with the opportunity to elect medical (including basic vision and prescription drug) benefits for themselves and their covered spouses, domestic partners and dependents.

The medical (including basic vision and prescription drug) benefits available under the health benefits program are self-insured by the Firm and provided through contracts with the service providers as listed in the *Plan Administration and Other General Information* section of this Document. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, coordination of benefits and exclusions) are summarized in the applicable benefit booklet issued by the applicable service provider or in the applicable certificates of insurance issued by the insurance companies. These booklets and certificates are also available from the Plan Administrator.

You may access the online provider directory at your medical plan website or by calling your medical plan (see the *Plan Administration and Other General Information* section of this Document for websites and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

If you elect medical coverage under a high deductible health plan and are otherwise eligible, the Firm may make a contribution and also allow you to make pre-tax contributions toward a Health Savings Account (HSA). (See the HSA section for additional information and special rules that apply to HSA contributions.)

The Firm may also make an additional contribution towards the cost of your medical coverage if you and/or your spouse and or domestic partner participate in certain wellness programs as described in your enrollment materials.

If you are age 65 or older and elect medical coverage under the high deductible health plan and are otherwise eligible, the Firm may make contributions toward a health reimbursement account (HRA). An HRA is an employer-funded spending account that can be used to pay qualified medical expenses. See HRA section for additional information.

The terms and provisions of the health benefits are more fully described in the applicable attachments to Appendix A. For additional information regarding the medical benefits provided under the health benefits program, please contact the Plan Administrator.

Special rights for mothers and newborn children

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act

The health benefits program will provide certain benefits related to benefits received in connection with a mastectomy. The health benefits program will include reconstructive surgery following a mastectomy.

If you or your dependent(s) (including your spouse or domestic partner) are receiving medical benefits under the health benefits program in connection with a mastectomy and you or your dependent(s) (including your spouse or domestic partner) elect breast reconstruction, the coverage will be provided in a manner determined in consultation with the attending physician for all stages of reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a

symmetrical appearance; prostheses; and treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Reconstructive benefits are subject to annual health benefits program deductibles and coinsurance provisions like other medical and surgical benefits covered under the health benefits program.

Mental Health and Substance Use Disorder Parity

If any medical benefit component program (1) provides both medical and surgical and mental health or substance use disorder benefits and (2) is not subject to an “increased cost exemption” from the medical health and substance abuse parity rules:

- The medical benefit component program may not apply annual or lifetime limits for mental health or substance use disorders that are lower than those for medical and surgical benefits.
- The medical benefit component program may not apply more restrictive financial requirements or treatment limitations to mental health or substance use disorder benefits in any classification than the predominant limitations applied to substantially all of the medical and surgical benefits in any classification.
- The criteria for medical necessity determinations made under any medical benefit component program with respect to mental health or substance use disorder benefits shall be made available by the Firm (in accordance with the MHPA and the MHPAEA) to any current or potential Participant upon request.
- The reason for any denial under the Plan of reimbursement or payment for services with respect to mental health or substance use disorder benefits in the case of any Participant shall, on request or as otherwise required under the Wellstone Act, be made available by the Firm to the Participant in accordance with the claims procedures applicable to the medical benefit component program.
- The Plan shall be operated and construed in all respects in compliance with the MHPA and the MHPAEA.

“Mental health benefits” and “substance use disorder benefits” mean benefits with respect to items or services for mental health conditions and substance use disorders, respectively, and shall be as defined in the underlying policy or contract applicable to the medical benefit component program, pursuant to applicable state and federal law, and consistent with generally recognized independent standards of current medical practice.

Patient Protections

The medical benefit program generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in the medical benefit component program network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Plan Administrator.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from the medical benefit component program or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in the medical plan network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Plan Administrator as identified in the *Plan Administration and Other General Information* section of this Document.

Wellness

The Firm's Wellness Program compliments the benefits provided under the Plan by providing incentives to employees and their spouses/domestic partners for participating in healthy habits. Aside from gift cards for reaching certain program goals, employees also receive a premium reduction. Spouses/domestic partners covered under the Firm's medical plan are required to fully participate in Wellness for an employee to receive the premium reduction. Spouses/domestic partners must sign an authorization with our Wellness vendor before starting their participation in the program.

The Firm reserves the right to make program changes at the beginning of and during the plan year, if necessary.

The requirements of Wellness can be viewed in open enrollment materials and on the benefits page of the Firm's intranet. For questions regarding this program, contact the Plan Administrator as identified in the *Plan Administration and Other General Information* section of this Document.

Note that the Wellness Program is subject to the provisions described in the *HIPAA Privacy and Security* section of this Document.

Health Reimbursement Arrangement

The Plan provides health reimbursement account (HRA) benefits to Medicare participating eligible employees who elect a high deductible health plan, as described in the enrollment materials. HRAs are employer-funded plans that reimburse employees on a tax-free basis for their eligible health care expenses.

Note: If you elect health FSA benefits, special “ordering” rules apply. Generally, you generally must take payments first from the HRA and second (after the HRA limits are exhausted) from the health FSA. Please see the applicable HRA attachment to Appendix A for more information on the ordering of payments of HRA benefits.

The HRA is currently administered under service contracts with the service providers described in the *Plan Administration and Other General Information* section of this Document.

The HRA benefits (including information about who is eligible to receive benefits, the amount of contributions, maximums, limitations, and reimbursable expenses) are described in your enrollment materials. The description is also available from the Plan Administrator.

The terms and provisions of the HRA benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the HRA program, please contact the Plan Administrator.

Employee Assistance Plan

The Firm provides confidential counseling and referral services at no cost to eligible employees and their covered spouses, domestic partners and dependents through an Employee Assistance Plan (EAP). The EAP benefits are provided under a contract with a service provider described in the *Plan Administration and Other General Information* section of this Document. Any contact you have with the EAP is strictly confidential. Benefits offered under the EAP (including information about who is eligible to receive benefits, limitations, and exclusions) are summarized in the applicable benefit information issued by the service provider and available from the Plan Administrator.

The terms and provisions of the EAP benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the EAP, please contact the Plan Administrator.

Health Advocacy Program

The Firm provides confidential advocacy assistance at no cost to eligible employees and their immediate family for claims resolution, finding in-network providers and general coverage questions. The Health Advocacy Program benefits are provided under a contract with a service provider. Any contact you have with the Health Advocacy provider is strictly confidential. Benefits offered under the Health Advocacy Program (including information about who is eligible to receive benefits, limitations and exclusions) are summarized in the applicable benefit information issued by the service provider and available from the Plan Administrator.

The terms and provisions of the Health Advocacy Program are more fully described in the applicable enrollment materials. For additional information regarding the Health Advocacy Program, please contact the Plan Administrator.

Dental

The Firm's benefits program provides eligible employees with the opportunity to elect dental benefits for themselves and their eligible spouses, domestic partners and dependents.

The dental benefits available are self-insured by the Firm and provided through contracts with the service providers listed in the *Plan Administration and Other General Information* section of this Document. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, and exclusions) are summarized in the applicable certificates of insurance issued by the insurance companies. These certificates are also available from the Plan Administrator.

You may access the online provider directory at your dental plan website or by calling your dental plan (see the *Plan Administration and Other General Information* section of this Document for addresses and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

The terms and provisions of the dental benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the dental benefits provided under the plan, please contact the Plan Administrator.

Vision

The Plan provides basic vision benefits to eligible employees who elect medical coverage. The benefits program also provides eligible employees with the opportunity to elect voluntary vision benefits for themselves and their covered spouses, domestic partners and dependents.

The vision benefits are either self-insured by the Firm and provided through contracts with the service providers, and/or are insured and provided through insurance contracts with the insurance providers, as listed in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, and exclusions) are summarized in the applicable benefit booklet(s) issued by the service provider(s) or in the applicable certificate(s) of insurance issued by the insurance companies. These booklets and certificates are also available from the Plan Administrator.

You may access the online provider directory at your vision plan website or by calling your vision plan (see the *Plan Administration and Other General Information* section of this Document for websites and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

The terms and provisions of the vision benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the vision benefits provided under the plan, please contact the Plan Administrator.

Life Insurance

The life insurance benefits program provides eligible employees with life insurance benefit protection. Basic life and accidental death and dismemberment (AD&D) benefits are provided at no charge to employees. Employee supplemental life/AD&D and dependent life insurance benefits may be elected and are employee paid on an after-tax basis. The life insurance benefits are provided through insurance contracts with the insurance provider(s) described in the *Plan Administration and Other General Information* section of this Document.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the applicable descriptions provided by the insurance provider(s). The descriptions are also available from the Plan Administrator.

Taxes on imputed income

In some cases, an additional amount of taxable pay, known as imputed income, may be added to your W-2 earnings. Imputed income is the amount the Internal Revenue Service (IRS) requires to be added to your taxable pay for the "value" of the Firm-provided life insurance in excess of \$50,000. The value of your insurance is not the face amount of your life insurance coverage over \$50,000. Instead, the IRS assigns a dollar amount (premium) of taxable income for each \$1,000 of life insurance over \$50,000. The IRS determines this premium according to a formula using IRS Table I Rates. This excess cost is considered "imputed income" by the IRS and is subject to federal income taxes and Social Security and Medicare taxes.

The terms and provisions of the life insurance benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the life insurance benefits offered under the life insurance benefits program, please contact the Plan Administrator.

Short-term Disability (STD)

The short-term disability (STD) program provides an eligible employee with certain salary continuation benefits in the event that illness or injury prevents an eligible employee from working for a period of up to 180 days.

The STD benefits are self-insured by the Firm.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the appropriate policy manual.

The terms and provisions of the STD benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the STD program, please contact the Plan Administrator.

The STD benefits provided under the Plan are not subject to ERISA and are included in this Document for informational purposes only.

Parental Leave

The Parental Leave Program provides an eligible employee with certain salary continuation benefits following the conclusion of a successful pregnancy of an employee, spouse or domestic partner. These benefits can continue for up to ten consecutive weeks within the first year of the child's birth.

The parental leave benefits are self-insured by the Firm.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the appropriate policy manual. These parental leave benefits are not subject to ERISA, and are included in this Document for informational purposes only.

The terms and provisions of the parental leave benefits are more fully described in the Employment Policies. For more information regarding the benefits offered under the parental leave program, please contact the Plan Administrator.

The parental leave benefits provided under the Plan are not subject to ERISA and are included in this Document for informational purposes only.

Long-term Disability (LTD)

The long-term disability (LTD) program provides automatic benefit protection to participants. The LTD program provides an eligible employee with a percentage of salary continuation in the event that a covered illness or injury prevents an eligible employee from working for an extended period of time (181 days +)

The LTD benefits are provided through insurance contracts with the insurance providers described in the *Plan Administration and Other General Information* section of this Document.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the applicable descriptions provided by the provider. The descriptions are also available from the Plan Administrator.

The terms and provisions of the LTD benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the LTD program, please contact the Plan Administrator.

Health Savings Account (HSA)

The Plan provides eligible employees who elect HDHP medical coverage with an opportunity to elect Health Savings Account (HSA) benefits. An HSA is an account established under Section 223 of the Internal Revenue Code (the Code). If you are a “Health Savings Account-Eligible Individual” (see below), you may elect to make contributions to an HSA.

Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by, and are set forth in, the HSA trust or custodial agreement provided by the applicable trustee or custodian and attached to Appendix A. The Firm has no authority or control over the funds deposited in an HSA.

A “Health Savings Account-Eligible Individual” means an individual (other than an individual who can be claimed as a tax dependent or who is entitled to (that is, covered by) any Medicare product) who has elected qualifying HDHP coverage and who has not elected any disqualifying non-HDHP coverage pursuant to the Code. A “High Deductible Health Plan” is a health plan that meets the statutory limits for annual deductibles and out-of-pocket expenses for individual coverage or for family coverage, as defined in the Code. “Disqualifying coverage” includes coverage under your spouse’s medical insurance plan or a general purpose health care flexible spending account offered under the Firm’s or your spouse’s cafeteria plan.

Note: If you elect HSA Benefits, you are generally prohibited from also electing general purpose health FSA benefits or otherwise making contributions to a health FSA. However, you may be eligible to participate in a limited purpose health FSA (LPFSA) if offered for the Plan Year. In addition, if you were covered by a general purpose health FSA for the prior Plan Year, you may be ineligible for HSA contributions if the health FSA has a grace period or carryover feature as part of its design.

An HSA is not a Firm-sponsored benefit plan. It is an individual trust or custodial account separately established and maintained by a trustee or custodian outside of the Plan. Consequently, the HSA trustee or custodian, not the Firm, will establish and maintain the HSA. The HSA is not intended to establish an ERISA plan.

Your total annual contribution for HSA benefits must not exceed the statutory maximum amount (indexed for inflation each year) for the calendar year in which the contribution is made. An additional catch-up contribution may be made if you are age 55 or older. In addition, the maximum annual contribution shall be reduced by Firm contributions (if any) made on your behalf to the HSA.

The Firm, in its sole discretion, may make a contribution to your HSA in an amount to be determined by the Firm and communicated to you in your enrollment materials. The Firm may change the timing or amount of, or eliminate entirely, its contribution at any time, and will notify you if it does so.

The HSA benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) and Firm contributions, if any, are detailed in the HSA summary of benefits. The HSA funding feature is not intended to establish an ERISA plan.

For additional information regarding the medical benefits provided under the health benefits program, please contact the Plan Administrator.

Flexible Spending Accounts (FSA)

Health Flexible Spending Account

The Plan provides health flexible spending account (FSA) benefits to eligible employees. Health FSA benefits offer you the opportunity to save tax dollars on your eligible out-of-pocket health care costs. Here's how the account works: you make contributions to the FSA on a pre-tax basis. You are then reimbursed from your account tax free. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions.

HRA benefits note: If you also have HRA benefits, special "ordering" rules apply. Generally, you must take payments first from the HRA and second (after the HRA limits are exhausted) from the health FSA. Please see the applicable HRA attachment to Appendix A for more information on the ordering of payments of HRA and health FSA benefits.

HSA benefits note: If you elect health FSA Benefits, you are generally prohibited from also electing HSA benefits or otherwise making contributions to an HSA. If offered for the plan year, HDHP participants are eligible to participate in a limited purpose health FSA (LPFSA) to save tax dollars on eligible vision and dental expenses only. Refer to the *Health Savings Account* section of this Document.

The health FSA and the LPFSA are currently administered under service contracts with the service providers described in the *Plan Administration and Other General Information* section of this Document.

These benefits (including information about who is eligible to receive benefits, the amount of contributions, maximums, limitations, and reimbursable expenses) are summarized in the descriptions attached to Appendix A of this Document. The descriptions are also available from the Plan Administrator.

Debit Card: Participants may, subject to a procedure established by the Plan Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Plan Administrator and the Plan for payment of eligible medical expenses, subject to the terms as described in the underlying FSA and LPFSA benefit summaries.

Health FSA and LPFSA claims of a terminated employee not electing COBRA continuation coverage must be submitted within 90 days of the termination date. The date of service shown on the claim must be prior to termination.

For more information regarding the benefits offered under the health FSA program, please contact the Plan Administrator.

Dependent Care Flexible Spending Account

The Plan provides dependent care FSA benefits to eligible employees. Dependent care FSA benefits offer you the opportunity to save tax dollars on your eligible out-of-pocket dependent care costs. Here's how the account works: you make contributions to a dependent care FSA on a pre-tax basis. You are then reimbursed from your account tax free. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions.

The dependent care FSA is currently administered under service contracts with the service providers described in the *Plan Administration and Other General Information* section of this Document.

Dependent Care claims of a terminated employee must reflect a service date prior to termination and be submitted within 90 days of the termination date.

These benefits (including information about who is eligible to receive benefits, the amount of contributions, maximums, limitations, and eligible expenses) are summarized in the descriptions attached to Appendix A of this Document. The descriptions are also available from the Plan Administrator.

For more information regarding the benefits offered under the dependent care FSA program, please contact the Plan Administrator.

Limited Purpose FSA

The Plan provides eligible employees who elect HDHP medical coverage an additional opportunity to elect a limited Purpose FSA (LPFSA) in order to save tax dollars on eligible out of pocket vision and dental expenses. Similar to the health flexible spending account (FSA), you make contributions to the LPFSA on a pretax basis. You are then reimbursed from your account tax free. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions.

Please see the *Flexible Spending Accounts* section of this Document for further information.

Pretax Commuter Benefits

The Plan provides pretax commuter benefits to eligible employees. Commuter benefits offer you the opportunity to save tax dollars on parking and/or transit expenses incurred when commuting to work.

Commuter benefits are currently administered under service contracts with the service providers described in the Plan Administration and other General Information section of this document. Eligible employees can place a monthly or recurring order on the service providers website in accordance with the timeline set by the service provider. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions which may cause a portion of your election to be on an after-tax basis.

This benefit is not subject to ERISA, and is included in this Document for informational purposes only. This benefit is not subject to COBRA rules and funds in the Plan following termination are forfeited if a claim is not submitted within 90 days following termination and reflecting a service date prior to termination.

Claims and Appeal Process

In general, any participant or beneficiary or his/her/their duly authorized representative (the “claimant”) may file a written claim for benefits using the proper form and procedure. A benefit plan has a specific amount of time, by law, to evaluate and process claims for benefits covered by ERISA. The length of time the benefit plan has to evaluate and process a claim begins on the date the claim is first filed.

If you have any questions regarding how to file or appeal the initial claim, contact the appropriate Claims Administrator. (See the *Plan Administration and Other General Information* section for the Claims Administrators’ contact information.)

Following an adverse benefit determination on review, and after exhausting the applicable plan appeal process described below, you are entitled to bring a civil action in a federal or state court of competent jurisdiction in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974.

The general rules under ERISA are described in this section. These rules generally do not apply to any plans that are not subject to ERISA. Note that state insurance laws may provide additional protection to claimants under insured arrangements and if so, those rules will apply.

The Plan intends to comply with the many changes that are required by new standards for internal claims and appeals and external reviews as required by the Affordable Care Act. If the Plan existed prior to enactment of the Affordable Care Act, and the Plan is a grandfathered health plan, the new external review provisions do not apply to the Plan. If the Plan is not a grandfathered health plan and it is self-insured, see the applicable certificates and descriptive booklets for more information on the full claims and appeals process.

Filing a claim

For information on how to file your initial claim, see the claim filing procedures in the insurance contract or associated documents that describe the benefit program. Notwithstanding the foregoing, claims filed under a self-insured medical or prescription drug plan offered herein must be filed within 12 (twelve) months of the date of service. In general, any participant or beneficiary under the Plan (or his or her authorized representative) may file a written claim for benefits using the proper form and procedure. A claimant can obtain the necessary claim forms from the Claims Administrator or Plan Administrator.

Claim-related definitions

Urgent care claims

“Urgent care claims” are claims (other than post-service claims) for which the application of non-urgent care time frames could seriously jeopardize the life or health of the patient or the ability of the patient to regain maximum function, or, in the judgment of a physician, would subject the patient to severe pain that cannot be adequately managed otherwise. The Plan must defer to an attending provider to determine if a claim for medical benefits is urgent.

Pre-service claims

“Pre-service claims” are claims for approval of a benefit if the approval is required to be obtained before a patient receives health care (for example, claims involving preauthorization or referral requirements).

Post-service claims

“Post-service claims” are claims involving the payment or reimbursement of costs for health care that has already been provided.

Concurrent care claims

“Concurrent care claims” are claims in which the Plan previously has approved a course of treatment over a period of time or for a specific number of treatments, and the Plan later reduces or terminates coverage for those treatments. A concurrent care claim may be treated as an “urgent care claim”, “pre-service claim”, or “post-service claim”, depending on when during the course of your care you file the claim. However, the Plan must give you sufficient advance notice of the initial claims determination so that you may appeal the claim before a concurrent care claims determination takes effect.

In addition, in an urgent care situation in which the Plan previously approved a course of treatment and you wish to extend such treatments past the time period or number of treatments previously approved, you may request an extension to the course of treatments at least 24 hours prior to the time the treatments are scheduled to expire. The Plan must notify you of its determination of whether to grant the request within 24 hours of receipt of the claim.

Claim review procedures

The Claims Administrator listed in the *Plan Administration and Other General Information* section below will process the payment of claims under the Plan and handle the related recordkeeping. The Firm may act as the Claims Administrator for purposes of reviewing claims and claim denials under the Plan, or may designate other organizations or persons to act as the Claims Administrator for claims review and denials. With respect to fully insured benefits, the Claims Administrator is the insurance company. For more information on the Claims Administrator for purposes of claims review and denials under the self-insured benefits offered under the Plan, see the claim filing procedures described in the associated documents that describe the benefit program. The Firm or other designated Claims Administrator has full discretion and authority to determine all claims under the benefit programs. Any action or determination in the review procedure will be final, conclusive and binding on the Claims Administrator, the Plan Administrator, the Firm, you and your family members.

If you, your beneficiary or your authorized representative feel that any of the benefit programs have made an error concerning your benefits, you, your beneficiary or your authorized representative has the right to request reconsideration under the Plan in accordance with the applicable procedures. All requests for reconsideration will be submitted in writing to the Claims Administrator listed in the *Plan Administration and Other General Information* section below.

Initial claim determination

Pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), for each of the Plan options, except for the cafeteria plan option, the health savings account, voluntary benefits and the dependent care FSA, the Plan has a specific amount of time, by law, to evaluate and respond to a claim for benefits. The period of time the Plan has to evaluate and respond to a claim begins on the date the claim is first filed. If you have any questions regarding how to file or appeal a claim, contact the Claims Administrator for the benefit at issue.

The following timeframes apply to the various types of claims that you may make under the Plan, depending on the benefit at issue:

Timeframes for initial claims decisions

Timeframes generally start when the Plan receives a claim. (But see the special rule for “concurrent care” decisions to limit previously-approved treatments.) Notices of benefit determinations generally should be provided through in-hand delivery, mailed, or sent by electronic delivery, before the period expires, though oral notices may be permitted in limited cases. A reference to “days” means calendar days. Health Care FSA claims are considered non-urgent “post-service” claims.

	Medical, Dental and Vision Plans — urgent care claims	Medical, Dental and Vision Plans — non-urgent “pre-service” claims	Medical, Dental, Vision and Health FSA Plans non-urgent “post-service” claims	Medical, Dental and Vision Plans “concurrent care” decision to reduce benefits	Disability Plans	Life Insurance and Accidental Death & Dismemberment Plans
Timeframe for Providing Notice	Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan as soon as possible considering medical exigencies, no later than 72 hours. If you request in advance to extend ongoing treatments, provide notice of determination as soon as possible taking into account medical exigencies, but no later than 24 hours.	Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days.	Notice of adverse determination must be provided within a reasonable period of time, but no later than 30 days.	Notice of adverse determination must be provided by the Plan sufficiently in advance to give you an opportunity to appeal and obtain decision before benefit is reduced or terminated.	Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 45 days.	Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 90 days.
Extensions	The Plan has up to 48 hours (subject to decision being made as soon as possible) for missing claim information; this period measured from when information is received or extension period expires.	The Plan has up to 15 days if necessary due to matters beyond the plan’s control and must provide extension notice before period ends.*	The Plan has up to 15 days if necessary due to matters beyond the Plan’s control and must provide extension notice before period ends.*	N/A	The Plan has up to 30 days if necessary due to matters beyond the Plan’s control. A second 30 day extension may also be permitted. The Plan must provide the extension notice before period(s) end.*	The Plan has up to 90 days for special circumstances and must provide the extension notice before period ends.
Period for Claimant to Complete Claim	You have a reasonable period of time to provide missing information (no less than 48 hours).	You have at least 45 days to provide any missing information.	Give claimant at least 45 days to provide any missing information.	N/A	You have at least 45 days to provide any missing information.	No rule.
Other Related Notices	Notice that claim is improperly filed or missing information must be provided by the Plan as soon as possible (no later than 24 hours).	Notice that claim is improperly filed must be provided by the Plan as soon as possible (no later than 5 days).	N/A	N/A	N/A	N/A

* 15 or 30-day extension period (whichever is applicable) is “tolled” until the claimant responds to the notice.

Adverse benefit determination

If the Plan does not fully agree with your claim, you will receive an “adverse benefit determination” – a denial, reduction or termination of a benefit, or failure to provide or pay for (in whole or in part) a benefit. An adverse benefit determination includes a decision to deny benefits based on:

- an individual being ineligible to participate in the Plan;
- utilization review;
- a service being characterized as experimental or investigational or not medically necessary;
- a concurrent care decision; and/or
- certain retroactive terminations of coverage, whether or not there is an adverse effect on any particular benefit at the time.

An adverse benefit determination for medical claims includes a rescission of coverage (generally a retroactive cancellation of coverage) under the Plan, whether or not in connection with the rescission there is an adverse effect on any particular benefit at that time. An adverse benefit determination for disability claims (including life waiver of premium claims), includes a rescission of coverage, including retroactive cancellations of coverage due to alleged misrepresentation of fact (for example, errors in the application for coverage). Rescissions for nonpayment of disability premiums are not considered adverse benefit determinations.

In the event of an adverse benefit determination, you will receive notice of the determination. The notice will include:

- the specific reasons for the adverse determination;
- the specific Plan provisions on which the determination is based;
- a description of any additional information needed to reconsider the claim and the reason this information is needed;
- a description of the Plan's review procedures and the time limits applicable to such procedures;
- a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- if any internal rules, guidelines, protocols or similar criteria was used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- for adverse determinations involving urgent care, a description of the expedited review process for such claims (this notice may be provided orally within the timeframe for the expedited process, as long as written notice is provided no later than 3 days after the oral notice).

For medical claims, the notice will include information sufficient to identify the claim involved. This includes:

- the date of service;
- the health care provider;
- the claim amount (if applicable); and
- the denial code.

For medical claims, the notice will also include:

- a statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- a description of the Plan's standard used in denying the claim. For example, a description of the “medical necessity” standard will be included;

- in addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

For disability claims, the notice must include:

- a complete description of the Plan's standard used in denying the claim;
- a statement that the claimant is entitled to receive, upon request, the entire claim file and other relevant documents;
- include the internal rules, guidelines, protocols, standards or other similar criteria of the Plan that were used in denying a claim, or a statement that none were used; and
- information in a culturally and linguistically appropriate manner in certain situations.

Appealing a claim

If you receive notice of an adverse benefit determination and disagree with the decision, you are entitled to apply for a full and fair review of the claim and the adverse benefit determination. You (or an appointed representative) can appeal and request a claim review in accordance with the timeframes described in the chart below. The request must be made in writing, except for urgent care claims which you may file orally or in writing, and should be filed with the appropriate Claims Administrator set forth in the *Plan Administration and Other General Information* section of this Document.

Any appeal will be decided in accordance with reasonable claims procedures, as required by ERISA (if ERISA applies) and other applicable law. If you do not appeal on time, you will lose your right to later object to the decision and your right to file suit in a state or federal court, because you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing suit in state or federal court). Note that under certain circumstances, you may also have the right to obtain external review (that is, review outside of the Plan).

Timeframes for appeals process

Timeframes for filing an appeal start when you receive written notice of the adverse benefit determination. The timeframes for providing notice of benefit determination on review start when the appeal is filed in accordance with the Plan's procedures. The notice of appeals decision should be provided through in-hand delivery, mailed, or sent by electronic delivery before the period expires, though urgent care decisions may have to be delivered by telephone, facsimile, or other available expeditious method. References to "days" mean calendar days.

	Medical, Dental and Vision Plans — urgent care claims*	Medical, Dental and Vision Plans — non-urgent care pre-service claims*	Medical, Dental, Vision and Health FSA Plans — non-urgent care post-service claims*	Disability Plans	Life Insurance and Accidental Death & Dismemberment Plans
Period for Filing Appeal	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 60 days.
Timeframe for Providing Notice	As soon as possible taking into account medical exigencies, but not later than 72 hours. Maximum 2 levels of mandatory review.	Within reasonable period of time appropriate to medical circumstances, but not later than 30 days. Maximum 2 levels of mandatory review. If 2 levels are used, notice must be provided within 15 days of each appeal.	Within reasonable period of time, but not later than 60 days. Maximum 2 levels of mandatory review. If 2 levels are used, notice must be provided within 30 days of each appeal.	Within reasonable period of time, but not later than 45 days. Maximum 2 levels of mandatory review.	Within reasonable period, but not later than 60 days.
Extensions	None.	None.	None.	Additional 45 days if special circumstances require extension (with period "tolled" until you respond to any information request).	Additional 60 days if special circumstances require extension.
Quarterly Meeting Rule Alternative to Above Time Limits	None.	None.	None.	None.	Available.

* An appeal of a concurrent care decision to reduce or terminate previously-approved benefits may be an urgent care, pre-service, or post-service claims, depending on the facts.

Medical coverage for you and your dependents will continue pending the outcome of an internal appeal. This means that the Plan will not terminate or reduce any ongoing course of treatment without providing advance notice and the opportunity for review.

The review will be conducted by the Claims Administrator (if serving as the reviewer for appeals) or other appropriate named fiduciary of the Plan. In either case, the reviewer will not be the same individual who made the initial adverse benefit determination which is the subject of the review, nor the subordinate of such individual (including any physicians involved in making the decision on appeal if medical judgment is involved). Where the adverse determination is based in whole or in part on a medical judgment, the reviewer will consult with an appropriate health care professional. No deference will be afforded to the initial adverse benefit determination.

You will be able to review your file and present evidence as part of the review. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim and you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. Whether a document, record or other information is relevant to the claim will be determined in accordance with the applicable DOL regulations. You also are entitled to the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination. The review will take into account all comments, documents, records and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

For medical and disability claims (including life waiver of premium claims), the Claims Administrator will ensure that all claims and appeals are adjudicated in a manner designed to ensure there is no conflict of interest with regard to the individual making the decision. The Claims Administrator will ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support a denial of benefits. The Claims Administrator will ensure that health care professionals consulted are not chosen based on the expert's reputation for outcomes in contested cases, rather than based on the professional's qualifications.

Prior to making a benefit determination on review, the Claims Administrator must provide you with any new or additional evidence considered, relied upon, or generated by the medical or disability plan (or at the direction of the Plan) in connection with the claim. This evidence will be provided at no cost to you, and will be given before the determination in order to give you a reasonable opportunity to respond. Prior to issuing a final internal adverse benefit determination on review based on a new or additional rationale, the rationale will be provided at no cost to you. It will be given before the determination in order to give you a reasonable opportunity to respond.

If the Plan fails to strictly adhere to all the requirements of the internal claims and appeals process with respect to your medical and/or disability claim (including life waiver of premium claims), you are deemed to have exhausted the internal claims and appeals process. In this case, you may seek an external review or pursue legal remedies (as discussed below) without waiting for further Plan action. However, this will not apply if the error was de minimus, if the error does not cause harm to the claimant, if the error was due to a good cause or to matters beyond the Plan's control, if it occurs in context of good faith exchange of information, or if the error does not reflect a pattern or practice of noncompliance. In that case, you may resubmit your claim for internal review and you may ask the Plan to explain why the error is minor and why it meets this exception.

Additionally, if your claim is an Urgent Care Claim or a claim requiring an ongoing course of treatment, you may begin an expedited external review before the Plan's internal appeals process has been completed.

The Claims Administrator will provide you with written notification of the Plan's determination on review, within the timeframes described above. For urgent care, all necessary information, including the benefit determination on review, will be transmitted between the Plan and the claimant by telephone, fax, or other

available similarly expeditious method. In the case of an adverse benefit determination, such notice will indicate:

- the specific reason for the adverse determination on review;
- reference to the specific provisions of the Plan on which the determination is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- a description of your right to bring a civil action under ERISA following an adverse determination on review;
- if any internal rules, guidelines, protocols or similar criteria was used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- a description of the voluntary appeals procedure under the Plan, if any, and your right to obtain additional information upon request about such procedures.

For medical claims adverse benefit determinations, the notice will include information sufficient to identify the claim involved. This includes:

- the date of service;
- the health care provider;
- the claim amount (if applicable); and
- the denial code.

For medical claims, the notice will also include:

- a statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- a description of the Plan's standard used in denying the claim. For example, a description of the "medical necessity" standard will be included;
- in addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

For disability claims, the notice must include:

- a complete description of the Plan's standard used in denying the claim;
- a statement that the claimant is entitled to receive, upon request, the entire claim file and other relevant documents;
- include the internal rules, guidelines, protocols, standards or other similar criteria of the Plan that were used in denying a claim, or a statement that none were used; and
- information in a culturally and linguistically appropriate manner in certain situations.

All decisions are final and binding unless determined to be arbitrary and capricious by a court of competent jurisdiction.

Legal remedies

You will not be able to bring a legal or equitable action for benefits under the Plan or any benefit program unless and until you have:

- Submitted a claim for benefits in accordance with the foregoing applicable description of the claims process,
- You have been notified by the Claims Administrator that the claim has been denied, and
- You have filed a written request for a review of the claim in accordance with the foregoing applicable description of claims appeal procedures and the denial of the claim has been affirmed.

However, you will be entitled to bring a legal action on any claim if the Claims Administrator has failed to take any action on the claim within the time permitted for reviewing the claim as discussed in the chart above.

Unclaimed benefits

The Plan Administrator will take reasonable steps to ascertain the whereabouts of a claimant so as to affect delivery of benefits payable under the Plan. If a claimant has not collected benefits payable to him or her within 12 months from the date the claim was filed, the Plan Administrator may, three months after sending by certified mail a written notice of benefits to the last known address of such claimant as shown on the records of the Plan Administrator, deem the claimant's right to such benefit waived. Upon such waiver, the Plan will have no liability for payment of the benefit otherwise payable. If the unclaimed benefits provisions in this Document conflict with the unclaimed benefits provisions in an insurance contract governing benefits at issue, the unclaimed benefits provisions in the insurance contract will govern.

Coordination of Benefits

Health and Dental Plans:

The following coordination of benefits provisions apply to the health and dental plans only and, to the extent that these provisions are not described in the applicable certificates or descriptive booklets, are described in this section. To the extent that the descriptive booklet(s) provided by the third party administrator or insurance carrier includes coordination of benefit provisions, the provisions of the descriptive booklet(s) will govern.

All payments under the plans described in this Document will be coordinated with benefits payable under any other group benefit plans that provide coverage for you or your dependent(s). Coordination of benefits prevents duplication and works to the advantage of all members of the group.

When you or your dependent(s) are eligible for benefits under another group plan, the eligible expenses under this Plan will be determined as follows. One of the plans involved will pay benefits first — the Primary Plan — and the other plan(s) will pay benefits next — the Secondary Plan(s), as defined below.

Definitions

Allowable Expense: Includes any necessary, reasonable, and customary expense that would be covered in full or in part under the Plan. When a plan provides benefits in the form of furnishing services or supplies rather than cash payments, the service or supply will not be considered an allowable expense or a benefit paid.

Plan: Most plans under which group health benefits are provided, including group insurance closed panel or other forms of group or group-type coverage (whether insured or uninsured) or provides benefits on a prepaid or managed care basis (for example, PPO) or an indemnity basis, medical care components of group long-term care contracts (such as skilled nursing care), medical benefits under group or individual automobile contracts, Workers' Compensation, and Medicare or other governmental benefits, as permitted by law. Also included are plans that provide coverage for students that are sponsored by, or provided through, a school or other educational institution, except for accident-type coverage for grammar and high school students.

Primary Plan: A benefit plan that has primary liability for a claim.

Secondary Plan: A benefit plan that adjusts its benefits by the amount payable under the Primary Plan.

This Plan will be the Primary Plan on claims:

- For you, if you are not covered as an employee by another plan;
- For your spouse/domestic partner, if your spouse/domestic partner is not covered as an employee by another plan; and
- For your dependent children, the birthdays of the parents are used to determine which coverage is primary. This is the case if the parents are married to each other or not separated (whether or not they were ever married), or if a court decree awarding joint custody does not stipulate that one parent is responsible for the child's health care. The coverage of the parent whose birthday (month and day) comes before the other parent's birthday in the calendar year will be considered primary coverage (For example, if your spouse's birthday is in January and your birthday is in May, your spouse's plan is the primary plan for your children). If both parents have the same birthday, then the coverage that has been in effect the longest is primary.

When a child is claimed as a dependent by parents who are separated or divorced, the Primary Plan is the plan of the parent who has court-ordered financial responsibility for the dependent child's health care expenses. If there is no court-ordered financial responsibility for the dependent child's health care expenses, the Plan will be Secondary. When a child's parents are separated or divorced and there is no court decree, then the Primary Plan will be determined in the following order:

- The plan of the parent with custody of the child;
- The plan of the spouse of the parent with custody of the child; and
- The plan of the parent not having custody of the child.

The “birthday rule” described above applies if a court decree awarding joint custody does not stipulate that one parent is responsible for the child’s health care.

If the Plan is the Primary Plan, it will pay benefits first. Benefits will be calculated according to the terms of the Plan and will not be reduced due to benefits payable under other plans.

If the Plan is the Secondary Plan, benefits under the Plan may be reduced. The Claims Administrator will determine the amount the Plan normally would pay. Then the amount payable under the Primary Plan for the same expenses will be subtracted from the amount the Plan would have normally paid. The Plan will pay the difference. If the Plan is Secondary, you will never be paid more for the same expenses under both the Plan and the Primary Plan than the Plan would have paid alone.

In the event that a legal conflict exists between two plans as to which is the Primary Plan and which is the Secondary Plan, the plan that has covered the patient for the longer time will be considered the Primary Plan. When a plan does not have a coordination of benefits provision, the rules in this provision are not applicable and such plan’s coverage is automatically considered the Primary Plan.

Even if the Plan is your Primary Plan or Secondary Plan, in states with no-fault automobile insurance, the automobile insurance carrier is the primary insurance for injuries resulting from an automobile accident. In no fault states, all medical expenses related to an automobile accident should be submitted to the automobile insurance carrier first. The Plan will pay covered expenses not payable under the no-fault automobile insurance according to the coordination of benefit rules discussed above. Then, you can submit claims under another plan, such as your spouse’s employer’s plan, for any expenses not paid by the Plan. Depending on the coordination of benefit provisions of the other plan, you may or may not receive additional benefits.

Coordination with Medicare

When you or your eligible dependents are entitled to Medicare and are covered under the Plan, the Plan continues to be the Primary Plan as long as you are an active employee. The Plan is Primary Plan for the following situations:

- Eligible active employees age 65 and over and who are entitled to Medicare benefits;
- Dependent spouses age 65 and over who participate in the Plan on the basis of current employment status of the employee and who are entitled to Medicare benefits;
- Social Security disabled participants who are covered by the Plan on the basis of your active employment status with Firm and who are entitled to Medicare benefits; and
- For the first 30 months of Medicare entitlement, certain individuals who become eligible for Medicare on the basis of having end-stage renal disease (ESRD).

If you or a covered family member becomes covered by Medicare after a COBRA election is made, your COBRA coverage will end.

Facility of payment

When benefit payments that would have been made under a Firm plan have been made under another plan, the Plan has the right to pay the other plan the amount that satisfies the intent of the provision. Any payment made will be considered payment of benefits under the Plan and, to the extent of such payments, the Plan’s obligation to pay benefits will be satisfied. The Firm will not have to pay that amount again. The term “payment made” also includes providing benefits in the form of services; in which case “payment made” means a reasonable cash value of the benefits provided in the form of services.

Right of recovery

The Plan has the right to recover any payment made in excess of the maximum amount payable under this provision. The Plan may recover from one or more of the following entities in an effort to make the plan whole:

- Any persons it paid or for whom payment was made;
- Any insurer, and any other organization; or
- Any entity that was thereby enriched.

The “payment made” includes the reasonable cash value of any benefits provided in the form of services.

Release of information

Certain facts are needed to apply the rules of this provision. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may get the needed facts from or give them to any other organization or person. The Claims Administrator need not tell, or get the consent of, any person to do this. At the time a claim for benefits is made, the Claims Administrator will determine the information necessary to operate this provision.

Parental Leave, Short Term Disability and Long Term Disability

Parental leave and short term disability benefits are subject to coordination of benefits in states and localities that provide paid family or disability leave benefits. Employees must apply for any applicable state or local paid leave program and must supply the Firm with evidence of their application and with any other records related to state and local provided family or disability leave that may be requested by the Firm. In state or localities that provide paid family or disability leave, the Firm’s benefit for parental or disability leave will be reduced by the amount received from the state or locality. Failure to apply for state or local paid leave benefits or failure to provide documentation of application or the outcome of application may result in the Firm deducting an estimated amount of the benefits from the benefits provided by the Firm.

Any disability payments due under the short term disability policy shall be reduced by the amount of worker’s compensation insurance paid due to injury or illness and any payments under social security.

Long term disability is governed under the policy of the service providers.

Recovery Provisions

The descriptive booklet(s) provided by the third party administrator, insurance carrier or policy may include subrogation, acts of third party, and right of recovery provisions applicable to the benefits offered under this Plan. See the component plan documents for more information. To the extent that these provisions are not described in the applicable certificates or descriptive booklets, they are described in this section.

Right of the plan to recover improperly paid benefits

The Firm has the right to recover an amount paid in error. For example, if you receive benefits for a service or leave under the Plan in error, and you also receive benefits from another plan for the same service or leave, the Firm and/or Plan vendor have the right to recover the amount paid to you by the other plan. You are not permitted to receive total benefits above the cost of the service or benefit level provided. The same is true if payment is made in excess of what should have been paid under the Plan.

Refund of overpayments

If benefits are paid under the Plan for expenses incurred during a leave, you or any other person or organization that was paid must make a refund to the Plan if:

- all or some of the expenses were not paid by you or did not legally have to be paid by you, or
- all or some of the payment made under the Plan exceeded the benefits available under the Plan.

The refund equals the amount of benefits paid in excess of the amount that should have been paid under the Plan.

If the refund is due from another person or organization, then you agree to assist the Firm in obtaining the refund when requested.

If you, or any other person or organization that was paid, do not promptly refund the full amount, the amount owed may be deducted from any future claim reimbursements or adjusted in future compensation as relates to leave payments (STD and parental leave).

Acts of third parties

When you or your covered dependent are injured or become ill because of the actions or inactions of a third party, the Plan may cover your eligible health care (medical, dental and vision) expenses. However, to receive coverage, you must notify the Plan that your illness or injury was caused by a third party, and you must follow special Plan rules. This section describes the Plan's procedures with respect to subrogation and right of recovery.

Subrogation means that if an injury or illness is someone else's fault, the Plan has the right to seek expenses it pays for that illness or injury directly from the at-fault party or any of the sources of payment listed later in this section. A right of recovery means the Plan has the right to recover such expenses indirectly out of any payment made to you by the at-fault party or any other party related to the illness or injury.

By accepting Plan benefits to pay for treatments, devices, or other products or services related to such illness or injury, you agree that the Plan:

- Has an equitable lien on any and all monies paid (or payable to you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury;
- May appoint you as constructive trustee for any and all monies paid (or payable to) you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury; and

- May bring an action on its own behalf or on the covered person's behalf against any responsible party or third party involved in the sickness or injury.

If you (or your attorney or other representative) receive any payment, however characterized, from the sources listed later in this section – through a judgment, settlement or otherwise – when an illness or injury is a result of a third party, you agree to place the funds (without reduction for attorney's fees or otherwise) in a separate, identifiable account and that the plan has an equitable lien on the funds, and you agree to serve as a constructive trustee over the funds to the extent that the Plan has paid expenses related to that illness or injury. This means that you will be deemed to be in control of the funds.

You must reimburse the Plan first, in full, out of such funds for any health care expenses the Plan has paid related to such illness or injury. You must reimburse Plan up to the full amount of the compensation you receive from the responsible party, regardless of whether your settlement or judgment says that the money you receive (all or part of it) is for health care (medical, vision and dental) expenses.

Furthermore, you must reimburse the Plan regardless of whether the third party admits liability and regardless of whether you have been made whole or fully compensated for your injury. If any money is left over, you may keep it.

Additionally, the Plan is not required to participate in or contribute to any expenses or fees (including attorney's fees and costs) you incur in obtaining the funds. The Plan's sources of payment through subrogation or recovery include (but are not limited to) the following:

- Money from a third party that you, your guardian or other representatives receive or are entitled to receive;
- Any constructive or other trust that is imposed on the proceeds of any settlement, verdict or other amount that you, your guardian or other representatives receive;
- Any equitable lien on the portion of the total recovery which is due the Plan for benefits it paid; and
- Any liability or other insurance (for example, uninsured motorist, underinsured motorist, medical payments, workers' compensation, no-fault, school, homeowners, or excess or umbrella coverage) that is paid or payable to you, your guardian or other representatives.

As a Plan participant, you are required to:

- Cooperate with the Plan's efforts to ensure a successful subrogation or recovery claim, including setting funds aside in a particular account. This also includes doing nothing to prejudice the Plan's subrogation or recovery rights outlined in this Document.
- Notify the Plan within 30 days of the date any notice is given by any party, including an attorney, of your intent to pursue or investigate a claim to recover damages or obtain compensation due to sustained injuries or illness.
- Provide all information requested by the Plan, the Claims Administrator or their representatives, or the Plan Administrator or its representatives.

The Plan may terminate your Plan participation and/or offset your future benefits in the event that you fail to provide the information, authorizations, or to otherwise cooperate in a manner that the Plan considers necessary to exercise its rights or privileges under the Plan.

If the subrogation provisions in these "Acts of third party" provisions conflict with subrogation provisions in an insurance contract governing benefits at issue, the subrogation provisions in the insurance contract will govern. If the right of recovery provisions in these "Acts of third party" provisions conflict with right of recovery provisions in an insurance contract governing benefits at issue, the right of recovery provisions in the insurance contract will govern.

When Coverage Ends

Benefits under all component programs (for all covered persons) will cease upon termination of the Plan. Other circumstances can result in the termination of individual benefits under the Plan. The insurance contracts (including the certificate of insurance booklets), plans, and other governing documents in the applicable attachments provide additional information.

Except as otherwise provided under a plan specific summary or evidence of coverage booklet, your coverage under the Plan automatically will terminate on the earliest of the following dates:

- The date the Plan terminates;
- The date a particular benefit program terminates (for that benefit program only);
- The last day for which the necessary contributions are made; or
- The last day of the month in which your employment terminates, you retire, you die or you otherwise cease to be eligible for coverage.

Except as otherwise provided under a plan specific summary or evidence of coverage booklet, your eligible dependent's coverage automatically will terminate on the earliest of the following dates:

- The date the Plan terminates;
- The date a particular benefit program terminates (for that benefit program only);
- The date on which your coverage terminates;
- The date you elect to terminate your eligible dependent's coverage;
- The last day for which the necessary contributions are made;
- The last day of the month in which the eligible dependent(s) ceases to be eligible for coverage;
- The date the eligible dependent(s) is covered as an employee under the Plan;
- The date the eligible dependent(s) is covered as the dependent of another employee under the Plan;
- The date the eligible dependent(s) enters the armed forces of any country or international organization; or
- The date the dependent is no longer eligible for coverage under a qualified medical child support order (QMCSO).

When an eligible employee's participation in the Plan terminates, benefits under the Plan for the eligible employee and covered persons covered through that eligible employee will cease. When an eligible employee's participation in a component benefit program terminates, benefits under that component benefit program for the eligible employee and covered persons covered through that eligible employee will cease. Termination of participation in a component benefit program occurs in accordance with the terms and conditions established for that program.

In addition to the above reasons for the termination of coverage under the Plan, if a participant (1) performs an act, practice or omission that constitutes fraud; or (2) makes an intentional misrepresentation of material fact, the Plan has the right to rescind that participant's coverage under the Plan. The Plan will provide a notice of rescission to the participant at least 30 days in advance of the termination date. The Plan retains the right to recoup from any involved person all payments made and/or benefits paid on his/her/their behalf.

Employment Termination

If you terminate employment, you will no longer be eligible to participate in the Plan. Typically, your pre-tax contributions will continue through your last regular payroll period. If you terminate employment and are rehired within 30 days, you will re-enter the Plan with the same election you had before you left. If you are rehired after 30 days, you may make a new benefit election for the remainder of the coverage year. Please contact your Plan Administrator for more information on the options available to you.

Termination of participation in the Plan will not affect any rights you may have to continue participation in certain group health plans. Your Plan Administrator will give you information on how to continue coverage under COBRA, if this is appropriate.

Continuation Coverage

There are several types of continuation coverage that may apply to particular component benefit programs, as highlighted below. For more information, see the attachments for the particular component benefit programs.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that the Firm provide you and/or your spouse and covered dependents who are qualified beneficiaries under COBRA with the opportunity to continue coverage under their group health plan (including medical, basic vision, prescription drug, voluntary vision, dental and EAP coverage for a temporary period at group plan premium rates in certain instances where your coverage under the plans would otherwise end.

The descriptive booklet(s) provided by the third party administrator or insurance carrier include a complete explanation of your COBRA rights and responsibilities. These descriptive booklet(s) may also describe any state continuation of coverage laws that may provide additional protection to participants under insured arrangements and if so, those rules will apply. If you have any questions about your COBRA rights, please read your Initial COBRA Notice, a copy of which has been previously furnished to you and your spouse (if covered). Please contact the Plan Administrator if you need another copy.

As a qualified beneficiary, you can elect to continue the health coverage in effect on the date your coverage would otherwise end. You may also, under certain circumstances, be eligible to continue your participation in the health FSA and LPFSA. In general, FSA continuation under COBRA is available only for the remainder of the year in which you terminate employment. You may not continue your dependent care FSA under COBRA. COBRA does not apply to the other non-health benefits offered under the Plan (for example, life insurance, AD&D, LTD, STD).

Qualified beneficiaries include you, your spouse, and dependent children who were covered under the Plan immediately before coverage ends. A qualified beneficiary also includes a child born to or placed for adoption with you (the employee) while enrolled in COBRA continuation coverage, provided you provide timely and proper notification of the birth or adoption.

Special Rules for Domestic Partners: Federal law does not recognize your domestic partner as your spouse and a domestic partner is not recognized as a COBRA qualified beneficiary.

However, although domestic partners and their eligible dependent children are generally not considered qualified beneficiaries for purposes of legal entitlement to COBRA continuation coverage, the Firm does make COBRA-like coverage available to covered domestic partners and their eligible dependent children who meet the requirements for eligibility under the Plan. Accordingly, eligible dependents for purposes of receiving COBRA coverage as described in this section also include domestic partners and their dependent children. If you have enrolled your domestic partner and his or her eligible dependent children for coverage under the Plan and you terminate your domestic partnership, you must notify the COBRA Administrator in writing within 60 days of the event. Your domestic partner and his/her/their eligible dependent children will thereafter be eligible to elect to receive COBRA continuation coverage under the Plan as described in this section. However, COBRA rights and protections do not apply to this extension of domestic partner coverage.

Note that you may have options other than COBRA available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. For more information about the Marketplace, visit www.HealthCare.gov. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage. The Firm reserves the right to terminate your coverage retroactively if you are determined to be ineligible under the terms of the health plans.

You will have 60 days from the date of the qualifying event to elect COBRA continuation coverage, or, if later, 60 days from the date the COBRA Administrator or its agent sends a COBRA election notice to you. If you do not choose COBRA coverage within that time, you will not be eligible for COBRA coverage. See the *Electing COBRA* section below for more information.

You will have to pay the entire premium (subject to any applicable government subsidy) plus a 2% administrative fee for your continuation coverage. There is a grace period of at least 30 days for the payment of the regularly scheduled premium. Your first premium payment is due within 45 days of the date of your election. See the *Cost of Coverage* section below for more information.

Contact Information

If you have any questions about your COBRA rights, please read your Initial COBRA Notice, a copy of which has been previously furnished to you and your spouse (if covered). Please contact the Plan Administrator if you need another copy. COBRA continuation is administered by the entity listed in the *Plan Administration and Other General Information* section of this Document, herein referred to as the “COBRA Administrator”.

Who is covered

Employees

If you are an employee covered by a Firm-sponsored group health plan, you have a right to elect COBRA coverage if you lose your group health coverage under the Plan because of either of the following qualifying events:

- A reduction in your hours of employment with the Firm, or
- The termination of your employment (for reasons other than gross misconduct on your part).

If you terminate employment following a leave of absence qualifying under the Family and Medical Leave Act, the event that will trigger continuation coverage is the earlier of the date that you indicate you will not be returning to work following the leave or the last day of the FMLA leave period.

Spouse

If you are the spouse of an employee and are covered by a Firm-sponsored plan on the day before the qualifying event, you are a qualified beneficiary and have the right to choose continuation coverage for yourself if you lose group health coverage under a Firm-sponsored group health plan for any of the following four reasons:

- The death of your spouse;
- The termination of your spouse's employment (for reasons other than your spouse's gross misconduct) or reduction in your spouse's hours of employment;
- Divorce from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or separation; or
- Your spouse becomes entitled to (that is, covered by) Medicare.

Domestic Partners

The *Special Rules for Domestic Partners* section shown above applies the same eligibility conditions applicable to that of a spouse. Note that Domestic Partners and their eligible dependent children are not,

however, given Qualified Beneficiary Status with regard to extending coverage to dependents acquired after the COBRA period begins.

Dependent Children

If you are a covered dependent child of an employee covered by a Firm-sponsored plan on the day before the qualifying event, you also are a qualified beneficiary and have the right to continuation coverage if group health coverage under such plan is lost for any of the following five reasons:

- The death of the parent-employee;
- The termination of the parent-employee's employment (for reasons other than his/her/their gross misconduct) or reduction in his /her/their hours of employment;
- The parent-employee's divorce or in some cases legal separation;
- The parent-employee becomes entitled to (that is, covered by) Medicare; or
- The dependent ceases to be a "dependent child" under the Firm-sponsored plan.

QMCSO: A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by the Firm during the covered employee's period of employment with the Firm is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

Your duties

Under the law, the employee or a family member has the responsibility to provide notice of a divorce, termination of domestic partnership, legal separation or a child losing dependent status under the Firm-sponsored group health plan. The notice must include the following information:

- The name of the employee who is or was covered under the Plan;
- The name(s) and address(es) of all qualified beneficiary(ies) who lost (or will lose) coverage under the Plan due to the qualifying event;
- The qualifying event giving rise to COBRA coverage;
- The date of the qualifying event; and
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the qualifying event, if it is requested. Acceptable documentation includes a copy of the divorce decree or dependent child(ren)'s birth certificate(s) or driver's license(s).

You must mail or hand-deliver this notice to the COBRA Administrator at the address listed in the *Contact Information* section above. This notice must be provided within 60 days from the date of the divorce, legal separation or child losing dependent status (or if later the date coverage would normally be lost because of the event). When the COBRA Administrator is notified that one of these events has happened, the COBRA Administrator in turn will notify the qualified beneficiary(ies) that they have the right to elect continuation coverage. See the *Electing COBRA* section below for more information.

If you or your family member fails to provide this notice to the COBRA Administrator during this 60-day notice period, any family member who loses coverage will not be offered the option to elect continuation coverage. If you or your family member fails to notify the COBRA Administrator and any claims are mistakenly paid for expenses incurred after the date coverage would normally be lost because of the divorce, termination of domestic partnership, legal separation, or a child losing dependent status, then the employee and family members will be required to reimburse the employer-sponsored group health plans for any claims mistakenly paid.

Firm's duties

Qualified beneficiaries will be notified of the right to elect continuation coverage automatically (without any action required by the employee or a family member) if any of the following events occurs that will result in a loss of coverage. The employee's:

- death,
- termination (for reasons other than gross misconduct),
- reduction in hours of employment, or
- Medicare entitlement.

The Firm will notify the Plan Administrator of a qualifying event within 30 days of the date of the qualifying event or, if later, date of the loss of coverage. If notice of the qualifying event is sent to the Plan Administrator within 30 days of the date of the loss of coverage, the duration of COBRA will be counted from the date that coverage ceases (not the date of the qualifying event). See Duration of COBRA section below for more information regarding the period of COBRA coverage.

Electing COBRA

To elect COBRA coverage you must complete the election form that is part of the Plan's COBRA election notice. You must mail or hand deliver this completed notice to the COBRA Administrator. An election notice will be provided to qualified beneficiaries at the time of the qualifying event.

Under the law, you must elect continuation coverage within 60 days from the date you would lose coverage because of one of the events described earlier, or, if later, 60 days after the COBRA Administrator provides you with notice of your right to elect continuation coverage. Your election must be postmarked within the 60-day election period. If you (or a family member) do not submit a completed election form within the 60-day election period, you will lose your right to COBRA.

If you choose continuation coverage, the Firm is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the health plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. "Similarly situated" refers to a current employee or dependent who has not had a qualifying event. Qualified beneficiaries on COBRA have the same enrollment and election change rights as active employees.

If you do not choose continuation coverage within the 60-day election period, your group health coverage will end as of the end of the month in which the qualifying event occurs. If you return your election form waiving your rights to COBRA and change your mind within the 60-day period, you may revoke your waiver and still elect COBRA coverage as long as it is within the 60-day window. However, your COBRA coverage will be effective as of the date you revoked your waiver of coverage.

Newly Eligible Child: If you, the former employee of the Firm, elect COBRA coverage and then have a child (either by birth, adoption, or placement for adoption) during the period of COBRA coverage, the new child is also eligible to become a qualified beneficiary with his own rights to COBRA. If your dependent who is a qualified beneficiary elects COBRA coverage and then has a child (either by birth, adoption, or placement for adoption) during the period of COBRA coverage, the new child is eligible for COBRA coverage as a dependent of the qualified beneficiary, but will NOT become a qualified beneficiary with his own rights to COBRA. In accordance with the terms of the Plan's eligibility and other requirements for group health coverage and the requirements of federal law, these children can be added to COBRA coverage by providing the COBRA Administrator with notice of the new child's birth, adoption or placement for adoption. This notice must be provided within 31 days of birth, adoption or placement for adoption. The notice must be in writing and must include the name of the new qualified beneficiary, date of birth or adoption of new qualified beneficiary, and a copy of the birth certificate or adoption decree.

If you fail to notify the COBRA Administrator within the 31 days, you will not be offered the option to elect COBRA coverage for the newly acquired child. Other newly acquired dependent child(ren) (other than children born to, adopted by, or placed for adoption with the employee) will not be considered qualified beneficiaries, but may be added to the employee's continuation coverage, if enrolled in a timely fashion, subject to the Plan's rules for adding a new dependent.

Separate Elections: Each qualified beneficiary has an independent election right for COBRA coverage. For example, even if the employee does not elect COBRA coverage, other family members who are qualified beneficiaries may elect to be covered under COBRA. Also, if there is a choice among types of coverage, each qualified beneficiary who is eligible for COBRA continuation coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or domestic partner or dependent child is entitled to elect COBRA coverage even if the covered employee does not make that election. Similarly, a spouse/domestic partner or dependent child may elect different coverage than the employee elects. A covered employee or spouse/domestic partner can also make the COBRA election on behalf of all qualified beneficiaries and a parent or legal guardian may make the election on behalf of a minor child. And at subsequent open enrollments, a spouse/domestic partner or dependent child may elect a different coverage from the coverage the employee elects. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period will lose his or her right to elect COBRA coverage.

The Trade Adjustment Assistance Reauthorization Act of 2015 (the Trade Act): The 2015 Trade Act modified the expired Health Coverage Tax Credit (HCTC) and extended it for workers receiving Trade Adjustment Assistance, including workers with certain COBRA coverage and spousal group health plan coverage. The HCTC is a federally funded tax credit that allows individuals to pay only a portion of their qualified health insurance. The HCTC helps make health coverage more affordable for eligible individuals and their families by paying a significant portion of qualified health insurance premiums. Certain displaced workers are certified by the Department of Labor as eligible to receive Trade Readjustment Allowances under the Trade Adjustment Assistance program. Others may be eligible because they receive benefits from the Pension Benefit Guaranty Corporation and are 55 years old or older. Previously, those eligible for HCTC could claim the credit against the premiums they paid for certain health insurance coverage (including COBRA) through 2013. The 2015 Trade Act is similar to the version of the credit that expired in 2013 but includes modifications that affect how the credit is administered. The IRS will provide ongoing guidance on the credit, including guidance for taxpayers who also qualify for premium assistance under the Affordable Care Act. More information about the Trade Act is available at https://www.doleta.gov/Tradeact/docs/program_brochure2014.pdf.

Medicare and Other Coverage

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health coverage or are entitled to (that is, covered by) Medicare benefits on or before the date on which COBRA is elected. However, as discussed in more detail below, a qualified beneficiary's COBRA coverage will terminate automatically if after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. When you complete the election form, you must notify the Firm if any qualified beneficiary has become entitled to Medicare (Part A, Part B or both) and, if so, the date of Medicare entitlement.

Duration of COBRA

If you lose Plan coverage because of termination of employment or reduction in hours, the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 18 months. The 18-month COBRA coverage period begins on the later of the date of the qualifying event or the date coverage is lost. For all other qualifying events (an employee's death, divorce, legal separation, or a child losing dependent status), the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 36 months.

Second Qualifying Events, are an employee's death, divorce, legal separation, Medicare entitlement or a child losing dependent status which may occur while COBRA continuation coverage is in effect due to an employee's termination of employment or reduction in hours, Second Qualifying Events can result in an extension of an 18-month continuation period to 36 months, but in no event will coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage or the date coverage would have been lost due to the initial qualifying event.

The maximum COBRA coverage period for the health FSA/LPFSA ends on the last day of the plan year in which the qualifying event occurred, but claims incurred during any grace period are eligible for reimbursement.

Medicare: When Plan coverage is lost because of termination of employment or reduction in hours, and the employee became entitled to (that is, covered by) Medicare benefits within 18 months BEFORE termination or reduction of hours, COBRA coverage for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to a maximum of 36 months after the date of Medicare entitlement.

COBRA coverage can end before any of the above maximum periods for several reasons. See the *Early Termination of COBRA* section below for more information.

Your Duties Upon a Second Qualifying Event

An extension of coverage will be available to the spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in case of a disability extension described below, the 29 months) following the covered employee's termination of employment or reduction in hours. Second qualifying events include an employee's death, divorce, legal separation, Medicare entitlement, or a child losing dependent status (if such qualifying event would have resulted in a loss of coverage under the Plan for an active employee or dependent). If you experience a second qualifying event, COBRA coverage for a spouse or dependent child can be extended from 18-months (or 29 months in case of a disability extension) to 36 months, but in no event will coverage last beyond 36 months from the initial qualifying event or the date coverage would have been lost due to the initial qualifying event.

This extension is only available if you or a representative acting on your behalf notify the COBRA Administrator in writing of the second qualifying event within 60 days after the later of (1) the date of the second qualifying event or (2) the date on which the qualified beneficiary would have lost coverage under the terms of the Plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under the Plan as an active participant). The notice must include the following information:

- The name(s) and addresses of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The second qualifying event;
- The date of the second qualifying event;
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the second qualifying event, if the Plan requests it. You must mail or hand deliver this notice to the COBRA Administrator at the address listed below under the *Contact Information* section above.

If the above procedures are not followed or if the notice is not provided within the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

Special Rules for Disability: If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled. If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify the COBRA Administrator in a timely fashion, all the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total of 29 months. A qualified beneficiary must be determined, under the Social Security Act, to have been disabled and the disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last until the end of the period of COBRA coverage that would be available without the disability extension (generally, 18 months), as described above. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

To continue coverage for the additional 11 months, you or a representative acting on your behalf must notify the COBRA Administrator in writing of the Social Security Administration's determination within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of the covered employee's termination of employment or reduction of hours; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination or reduction of hours in order to be entitled to a disability extension. The notice must be provided in writing and must include the following information:

- The name(s) and address(es) of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The name and addresses of the disabled qualified beneficiary;
- The date that the qualified beneficiary became disabled;
- The date that the Social Security Administration made its determination of disability;
- A statement as to whether or not the Social Security Administration has subsequently determined that the qualified beneficiary is no longer disabled; and
- The signature, name and contact information of the individual sending the notice.

Your notice must include a copy of the Social Security Administration's determination of disability. You must mail or hand-deliver this notice to the COBRA Administrator at the address listed above under the *Contact Information* section above.

If the above procedures are not followed or if the notice is not provided within the 60-day notice period, there will be no disability extension of COBRA coverage.

If, during the extended continued coverage period, the Social Security Administration determines that the qualified beneficiary is no longer disabled, the individual must notify the COBRA Administrator of this redetermination within 30 days of the date it is made and COBRA coverage will end no earlier than the first of the month that begins more than 30 days after the date of the final determination by the Social Security Administration that the qualified beneficiary is no longer disabled. The notice must be provided in the same manner as described above, and include the same information required for, a notice of disability as described above.

Early Termination of COBRA

The law provides that your COBRA continuation coverage may be cut short prior to the expiration of the 18-, 29-, or 36-month period for any of the following five reasons:

- The Firm no longer provides group health coverage to any of its employees;
- The premium for continuation coverage is not paid on time (within the applicable grace period);
- The qualified beneficiary becomes covered — after the date COBRA is elected — under another group health plan (whether or not as an employee);
- The qualified beneficiary first becomes entitled to (that is, covered by) Medicare (under Part A, Part B or both) after the date COBRA is elected; or
- Coverage has been extended for up to 29 months due to disability, and there has been a final determination under the Social Security Act that the individual is no longer disabled. Coverage will end no sooner than the first of the month that is more than 30 days from the date Social Security Administration determines that the individual is no longer disabled.

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant not receiving COBRA coverage (such as fraud). In addition, the Firm reserves the right to terminate your coverage retroactively in the event it determines you are not eligible for COBRA.

You must notify the COBRA Administrator in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to (that is, covered by) Medicare or becomes covered under other group health plan coverage. COBRA coverage will terminate (retroactively, if applicable) as of the date of entitlement or as of the beginning date of other group health coverage. The Firm and the insurance carriers may require repayment to the Plan of all benefits paid after the termination date, regardless of whether or when you provide the required notice.

In addition, you must notify the COBRA Administrator in writing if, during a disability extension of COBRA coverage, the Social Security Administration determines that the qualified beneficiary is no longer disabled. See the “Special Rules for Disability” section above.

COBRA and FMLA

If you take a leave of absence that qualifies under the Family and Medical Leave Act (FMLA) and do not return to work at the end of the leave, you (and your spouse, domestic partner and dependent children, if any) will have the right to elect COBRA if:

- You were covered by group health coverage under the Plan on the day before the FMLA leave began (or became covered by group health coverage under the Plan during the FMLA leave); and
- You lose group health coverage under the Plan because you do not return to work at the end of the FMLA leave.

COBRA coverage will begin on the earliest of the following to occur:

- When you definitively inform the Firm that you are not returning at the end of the leave; or
- The end of the FMLA leave, assuming you do not return to work.

The Firm will notify the Plan Administrator of your qualifying event within 30 days of the last day of FMLA leave, or if later, the date coverage terminates. Your maximum coverage period starts the later of the last day of FMLA leave or the date coverage terminates.

Health Care Flexible Spending Account COBRA Coverage

You may also, under certain circumstances, be eligible to continue your participation in the health FSA/LPFSA. (You may not continue your dependent care FSA under COBRA). COBRA coverage under the health FSA/LPFSA will be offered only to qualified beneficiaries losing coverage who have underspent accounts. A qualified beneficiary has an underspent account if the annual limit elected under the health FSA/LPFSA by the covered employee, reduced by reimbursements of expenses incurred up to the time of the qualifying event, is equal to or more than the amount of premiums for health FSA/LPFSA COBRA coverage that will be charged for the remainder of the plan year. In general, health FSA/LPFSA continuation under COBRA is available only for the remainder of the year in which you terminate employment. COBRA coverage for the health FSA/LPFSA, if elected, will consist of the health FSA/LPFSA coverage in force at the time of the qualifying event (i.e., the elected annual limit reduced by expenses reimbursed up to the time of the qualifying event). The use-it-or-lose-it rule will continue to apply. All qualified beneficiaries who were covered under the health FSA/LPFSA will be covered together for health FSA/LPFSA COBRA coverage. However, each qualified beneficiary has separate election rights, and each could alternatively elect separate COBRA coverage to cover that qualified beneficiary only, with a separate health FSA/LPFSA annual coverage limit and a separate COBRA premium.

Cost of coverage

You do not have to show that you are insurable to choose COBRA coverage. You will be required to pay the full cost of COBRA coverage. The monthly premium amount you may be required to pay may not exceed 102% of the cost to the group health plan (including both employer and employee contributions for

coverage of a similarly situated Plan participant or beneficiary who is not receiving COBRA coverage). If your coverage is extended from 18 to 29 months for disability, you may be required to pay up to 150% of the cost of covering an employee and any eligible dependents, if applicable. This cost increase begins with the 19th month of COBRA coverage, provided that the disabled individual is one of the individuals who elected the disability extension. The cost of group health coverage periodically changes. If you elect COBRA coverage, you will be notified by the COBRA Administrator of any cost changes.

You will have to pay the entire premium plus a 2% administrative fee (subject to any applicable government subsidy) for your continuation coverage. There is a grace period of at least 30 days for the payment of the regularly scheduled premium. Your first premium payment is due within 45 days of the date of your election.

The Group Health Plan, FSA or LPFSA COBRA coverage is not effective until you elect it and make the required payment of 102%. Your first premium payment is due within 45 days after you elect COBRA coverage. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it. If you do not make your first payment for COBRA coverage within the 45 days after the date of your timely election, you will lose all COBRA rights under the Plan. Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payments. You are responsible for making sure that the amount of your first payment is correct. You may contact the COBRA Administrator to confirm the correct amount of your first payment.

Thereafter, payments are due by the first day of each month to which the payments apply (payments must be postmarked on or before the end of the 30-day grace period). If you pay part but not all the premium, and the amount you paid is not significantly less than the full amount due, you will have 30 days from the end of the initial 30-day grace period to pay the outstanding amount due.

All COBRA premiums must be paid by check, money order, ACH debit or on-line credit card payment, as permitted by the COBRA Administrator. Your first payment and all monthly payments for COBRA coverage must be mailed or hand delivered to the COBRA Administrator. If mailed, your payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you do not make timely payments, your COBRA coverage will be terminated as of the last day of the month for which you made timely payment.

For more information

If you have any questions about COBRA coverage or the application of the law, please contact the Plan Administrator. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep the Plan informed of address changes

In order to protect your and your family's rights, you should keep the Firm and the COBRA Administrator informed of any changes in your and your family members' addresses. You should also keep a copy, for your records, of any notices you send to the Firm or the COBRA Administrator. Notices sent to the Firm should be addressed to the Plan Administrator.

Converting Coverage After Termination

Contact your insured plan for information on converting to an individual policy. Many insured plans will permit you to continue membership or equivalent coverage on an individual policy. Conversion rights may also be available to your spouse, domestic partner and/or dependents. Due to this fact, however, the cost of the coverage is usually high and the conversion plans, prescribed by the state insurance regulations, will not offer the same comprehensive coverage as the Firm health benefits program. For that reason, you should also contact other insurance companies so you can be sure you are getting the best coverage for your money.

Life and LTD:

Rights for conversion and/or portability may be available to you. The cost of coverage is usually higher than that paid as an employee.

For more information about conversion/portability rights, contact the Plan Administrator, or insurance provider.

Individual coverage after termination

You may be able to obtain coverage under an individual insurance policy issued by an insurance company.

The opportunity to buy an individual insurance policy is the same whether the individual is laid off, is fired or quits his or her job. For information on individual insurance policies or on state high-risk pools you should contact your State Insurance Commissioner's Office.

For information on individual health plan options that might be available through the Health Insurance Marketplace, visit www.HealthCare.gov.

Coverage During An Approved Leave of Absence

If you go on an approved leave of absence, then entitlement to benefits will be determined by the Firm policy for providing benefits during leave of absence. See below for benefit continuation for two specific types of leave: Family and Medical Leave of Absence and Active Military Leave of Absence.

If you go on a paid leave of absence that does not affect eligibility for pre-tax elections under the Plan, then you will continue to participate in these benefits and your contributions due will continue to be paid on a pre-tax during your leave, as may be determined by the Plan Administrator. The Firm will continue its contributions at the same level and under the same conditions as if you had continued to work.

If you go on an unpaid leave that does not affect eligibility for pre-tax elections under the Plan, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be prepaid before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. The Firm will continue its contributions at the same level and under the same conditions as if you had continued to work.

If you go on an unpaid leave that affects eligibility for pre-tax elections under the Plan, then the election change rules described in the *Making Changes during the Year* section of this Document will apply.

This section describes benefit continuation for two specific types of leave: Family and Medical Leave of Absence and Active Military Leave of Absence. For more information about any type of leave of absence, including how leaves are affected by any applicable State family, maternity or parental leave laws, contact the Plan Administrator.

Family and medical leave

The federal Family and Medical Leave Act ("FMLA") allows eligible employees to take a specific amount of unpaid leave for certain reasons, including for serious illness, the birth or adoption of a child, or to care for a spouse, child, or parent who has a serious health condition, to care for family members wounded while on active duty in the Armed Forces, or to deal with any qualifying exigency that arises from a family member's active duty in the Armed Forces. This leave is also for family members of veterans for up to five years after a veteran leaves service if he or she develops a service-related injury or illness incurred or aggravated while on active duty.

See the Family and Medical Leave Act discussion in the *Making Changes during the Year* section and the *Continuation Coverage* section of this Document for more information on continuation of benefits during FMLA leave.

Military leave

If you take a military leave, whether for active duty or for training, you are entitled to extend your health coverage for up to 24 months (or the day you fail to return to work after the end of the leave, if sooner) as long as you give the Firm advance notice of the leave (unless military necessity prevents this, or if providing notice would be otherwise impossible or unreasonable). This continuation coverage is pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Your total leave, when added to any prior periods of military leave from the Firm, cannot exceed five years. There are a number of exceptions, however, such as types of service that are not counted toward the five-year limit – including situations where service members are involuntarily retained beyond their obligated service date; additional required training; federal service as a member of the National Guard; and service under orders during war or national emergencies declared by the President or Congress. Additionally, the maximum time period may be extended due to your hospitalization or convalescence following service-related injuries after you uniformed service ends.

If the entire length of the leave is 30 days or less, you will not be required to pay any more than the amount you paid before the leave. If the entire length of the leave is 31 days or longer, you may be required to pay up to 102% of the full amount necessary to cover an employee who is not on military leave (including any amount for dependent coverage).

If you take a military leave, whether for active duty or training, you are entitled to continue your group health coverage by electing either COBRA or USERRA.

If you elect USERRA continuation coverage, the Plan is under no further obligation to offer COBRA election rights when the USERRA coverage expires. However, if your spouse or dependent child would lose USERRA coverage because of another qualifying event – such as your death or divorce, or because the dependent ceases to be an eligible dependent – then the Plan must offer your spouse or dependent child the right to continue coverage for a maximum period of 36 months.

If you take a military leave, but your coverage under the health benefits program is terminated — for instance, because you do not elect the extended coverage — when you return to work at the Firm, you will be treated as if you had been actively employed during your leave when determining whether an exclusion or waiting period applies.

All other coverages will terminate during your military leave.

Funding

The Firm's contributions

The Firm will contribute to the cost of benefits provided under the Plan in whole or in part. Contributions made by the Firm will be made at the times and in the manner determined by the Firm. All contributions made by the Firm will be for the exclusive purpose of providing benefits to you and other participants in the Plan. In no event will the Firm have any obligation to fund self-insured benefits provided under the Plan in advance of the date that such benefits are payable or pre-pay the premiums or other fees required in order to provide insured benefits under the Plan. The Firm will determine the method for funding benefits under the Plan. The method may include the purchase of insurance, contracting with third party administrators, payments from general assets, or through any combination of these methods or otherwise.

Your contributions

The amount of contributions that you will be required to make with respect to each program requiring an employee contribution will be set forth in the enrollment forms and/or benefit booklets. In determining required contributions, the Firm may take into account such factors as the projected cost of insurance premiums, administrative fees and benefits under the Plan, the prior claims experience under the various benefits offered by the Plan, and the amount of the Firm's contributions to the Plan. The Firm's objective in determining the amount of required contributions will be to provide sufficient funds to cover the projected cost of benefits available under the Plan equal to the combined total of the contributions required and the amount that the Firm has agreed from time to time to contribute toward the cost of benefits. The Firm will deduct contributions from your wages in accordance with the Firm policies and the salary reduction or deduction agreements between the Firm and you.

Source of benefit funding

The Firm's general assets will be the sole source of self-insured benefits under the Plan. No assets will be set aside for the purpose of providing benefits under the Plan. The Firm will pay benefits (including any insurance premiums necessary for the purchase of benefits) required under the Plan out of the general assets of the Firm, and benefits will be deemed to come first from amounts contributed by employees and then from amounts contributed by the Firm.

Unless otherwise required by applicable law, the Firm assumes no liability or responsibility for payment of such benefits beyond that which is provided in the Plan, and each participant or other person who claims the right to any payment with respect to such benefits under the Plan will not have any right, claim or demand therefore against the Firm or any employee, officer or director of the Firm.

With respect to insured benefits, you (or in the case of your death your beneficiary as that term is defined in the applicable insurance contract or booklet) will be entitled to receive only the insured benefit for which provision is actually made under the insurance contract or booklet. The Firm does not assume liability or responsibility for any insured benefit and you will only be able to look to the insurance contracts for payment of any benefits. You will not have any claim for insured benefits against the Firm, the Plan Administrator or any employee, officer or director of the Firm. To the maximum extent that is consistent with ERISA or other applicable law, in the event of a conflict between the terms of an insurance contract and this Document, the terms of the insurance contract will govern.

Policy dividends and refunds

To the fullest extent permitted by applicable law, the Firm will be entitled to retain any policy dividend or refund, or portion thereof, it receives from any insurance company, or other organizations, or any individual, that exceeds the amount necessary to fund the benefits provided by any particular benefit program offered under the Plan. Under ERISA, the Plan Administrator of the group health plan may have fiduciary responsibilities regarding distribution of dividends, demutualization and use of the Medical Loss Ratio rebates from group health insurers. Some or all of any rebate may be an asset of the Plan, which must be

used for the benefit of the participants covered by the policy. Participants should contact the Plan Administrator directly for information on how the rebate will be used.

Experience gains

All amounts paid to and held by the Plan, as well as any policy dividends and refunds not belonging to the Firm, will be available to fund the benefits provided by any benefit program. The Plan Administrator, in its exclusive discretion, may use funds accumulated under the Plan or any benefit program (whether insurance contract reserves, participant or Firm contributions, or administrative fees) to reduce the level of contributions or payments of expenses or benefits that the Firm would otherwise make to the Plan or any benefit program.

No right to assets

No participant or beneficiary will have any right to, interest in, or claim for, any assets of the Firm, the Plan, any benefit program, or any underlying contract, trust or other vehicle for purposes of satisfying any benefits due such individual.

ERISA

Note that the cafeteria plan, short term disability, parental leave policy, the dependent care FSA, commuter benefit and the HSA component benefit programs are not covered by ERISA and this ERISA rights statement does not apply to these Programs.

As a participant in certain of the benefit programs, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all participants will be entitled to:

Receive information about your plan and benefits

You can review at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the plans, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plans with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. There is no charge for this review.

Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the plans, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plans' annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report (SAR).

Continue group medical plan coverage

Continue health care coverage for yourself, spouse, domestic partner or dependents if there is a loss of coverage under the medical plan because of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary and the other documents governing the plans on the rules governing your COBRA continuation coverage rights.

Prudent actions by plan fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare plan benefit or exercising your rights under ERISA.

Enforce your rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plans and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plans' decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court.

If it should happen that fiduciaries misuse the plans' assets, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a federal

court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your questions

If you have any questions about your plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
US Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

Plan Administration and Other General Information

The Firm is responsible for the general administration of the Plan, and will be the fiduciary to the extent not otherwise specified in this document or in an insurance or administrative contract. The Board of Directors has the authority to appoint the Plan Administrator, as described below. It is the express intent of this Plan that the Plan Administrator will have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make certain amendments to the Plan to comply with law, to make determinations regarding issues that relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's or any other person's rights or obligations, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all parties. A misstatement or other mistake of fact will be corrected when it becomes known, and the Firm will make such adjustment on account of the mistake as it considers equitable and practicable, in light of applicable law. Neither the Plan Administrator nor the Firm will be liable in any manner for any determination made in good faith.

The Plan Administrator has the necessary discretionary authority and control over the Plan to require deferential judicial review pursuant to the U.S. Supreme Court's 1989 decision in *Firestone Tire & Rubber Co. v. Bruch*.

The Firm may designate other organizations or persons to carry out specific fiduciary responsibilities of the Firm in administering the Plan including, but not limited to, the following:

- Pursuant to an administrative services or claims administration agreement, if any, the responsibility for administering and managing the Plan, including the processing and payment of claims under the Plan and the related recordkeeping,
- The responsibility to prepare, report, file and disclose any forms, documents and other information required to be reported and filed by law with any governmental agency, or to be prepared and disclose to employees or other persons entitled to benefits under the Plan, and
- The responsibility to act as a Claims Administrator and to review claims and claim denials under the Plan to the extent an insurer or administrator is not empowered with such responsibility.

The Firm will administer the Plan on a reasonable and nondiscriminatory basis and will apply uniform rules to all persons similarly situated.

Power and authority of the insurance company

Certain benefits under these Plans are fully insured. Benefits may be provided under a group insurance contract entered into between the Firm and an insurance company. With respect to fully insured benefits, claims for benefits should be sent to the insurance company. The insurance company is responsible for paying claims, not the Firm.

The insurance company is responsible for:

- Determining eligibility for and the amount of any benefits payable under the applicable benefit coverage.
- Prescribing claims procedures to be followed and the claims forms to be used by employees pursuant to the applicable benefit coverage.

The insurance company also has the authority to require employees to furnish it with such information as it determines is necessary for the proper administration of the applicable benefit coverage.

The Plan Administrator hereby delegates to each insurance company the discretionary authority to construe and interpret the terms and provisions of the insurance benefits they are contracted to provide as listed herein.

Questions

If you have any general questions regarding the Plan, or any benefit program offered under the Plan, please contact the Plan Administrator.

Plan Information	
Plan Sponsor	Cozen O'Connor One Liberty Place 1650 Market Street Philadelphia, PA 19103 (215) 665-2000
Employer Identification Number	23-1732832
Plan Administrator	Cozen O'Connor One Liberty Place 1650 Market Street Philadelphia, PA 19103 (215) 665-2000
COBRA Administrator	Benefit Express PO. Box 189 Arlington Heights, IL 60006 1(877)-837-5017
Claims Administrators	See charts below
Health Savings Account (HSA)	Independence Blue Cross (800) ASK BLUE (275-2583) www.ibx.com
Agent for Service of Legal Process	Plan Administrator
Plan Year	January 1 through December 31
Participating Employers	Public Strategies Maritime Subrogation Services LLC National Subrogation Services LLC Legal Fee Solutions LLC Margolis Healy (MHA)

Plan Types, Names and Numbers	
<ul style="list-style-type: none"> - Medical (including basic vision and prescription drug) - Dental - Voluntary Vision - Employee Assistance Plan (EAP) - Pre-tax Salary Reduction Elections - Basic Life - Voluntary Life - Dependent Life - Basic Accidental Death and Dismemberment (AD&D) - Voluntary AD&D - Short Term Disability (STD) - Parental Leave - Long Term Disability (LTD) - Health Reimbursement Arrangement (HRA) - Health Care FSA - Limited Purpose Health FSA - Dependent Care FSA - Pretax Commuter Benefits - Health Savings Account (HSA) 	<p>Cozen O'Connor Group Benefits Plan</p> <p>Plan Number: 501</p>

The Dependent Care FSA, STD, Parental Leave, Pretax Commuter Benefits, HSA and pre-tax salary reduction elections under Code section 125 (the cafeteria plan) described herein are not subject to ERISA.

Claims Administrators	
<p>Self-Insured Plans:</p> <p><i>The following benefits are self-insured by the Firm through contributions made by the Firm, or contributions made jointly by the Firm and participating employees. These benefits are paid directly out of the general assets of the Firm. There is no special fund or trust from which benefits are paid. The Firm has engaged the services of the following third-party administrators who are responsible for processing claims for these self-insured benefits. The ERISA fiduciary responsibility under the Plan to make a final decision on denied claims for self-funded benefits may be retained by the Firm or delegated to the Claims Administrator. Any such delegation of this ERISA fiduciary responsibility to the Claims Administrator will be set forth in the associated documents which describe the benefit program:</i></p>	
Medical	<p>Independence Blue Cross</p> <p>(800) ASK BLUE (275-2583)</p> <p>www.ibx.com</p>
Prescription Drug (automatically provided to those with Medical)	<p>Optum</p> <p>888-678-7012</p> <p>www.optum.com</p>
Basic Vision (automatically provided to those with Medical)	<p>Davis Vision/Independence Blue Cross</p> <p>(800) ASK BLUE (275-2583)</p> <p>http://www.davisvision.com</p>

Voluntary Vision	Davis Vision (800) ASK BLUE (275-2583) http://www.davisvision.com
Dental	Delta Dental (800) 932-0783 www.deltadentalins.com
Health FSA Limited Purpose Health FSA Dependent Care FSA	Independence Blue Cross (800) ASK BLUE (275-2583) www.ibx.com
Pretax Commuter Benefits*	Wageworks P.O. Box 34700 Louisville, KY 40232 1-888-557-3156
Short Term Disability Parental Leave Benefits	Cozen O'Connor One Liberty Place 1650 Market Street Philadelphia, PA 19103 (215) 665-2148
Wellness Matters Rewards	Cerner 1-888-252-8150 https://wellnessmatters.mycernerwellness.com

*The Commuter benefits are not provided under Plan 501, the Code section 125 (cafeteria plan) described herein, nor are they subject to ERISA. They are listed for informational purposes only.

Insured Plans:

The following benefits are insured through contracts with insurance companies who also administer claims for these benefits and are solely responsible for providing benefits. The ERISA fiduciary responsibility under the Plan to make a final decision on denied claims for fully insured benefits is delegated to the insurance companies:

Long Term Disability	Unum Life Insurance Company of America 2211 Congress Street Portland, ME 04122 www.unum.com
Basic Life and Accidental Death & Dismemberment (AD&D)	Unum Life Insurance Company of America 2211 Congress Street Portland, ME 04122 www.unum.com
Voluntary Life and AD&D	Unum Life Insurance Company of America 2211 Congress Street Portland, ME 04122 www.unum.com
Dependent Life	Unum Life Insurance Company of America 2211 Congress Street Portland, ME 04122 www.unum.com
Voluntary Vision	Davis Vision (800) ASK BLUE (275-2583) www.IBXpress.com

Employee Assistance Plan (EAP)	Carebridge (800) 437-0911 www.myliferesource.com
Health Advocacy Program	Health Advocate (866)695-8622 Email: answers@HealthAdvocate.com

Plan amendment and termination

The Firm reserves the right to amend the Plan, as set forth in this Document, in whole or in part, to completely discontinue any of the benefit programs, and to terminate the Plan in its entirety, at any time. For example, the Firm reserves the right to amend or terminate covered expenses, benefit co-pays, lifetime maximums, and reserves the right to amend the plans to require or increase employee contributions. The Firm also reserves the right to amend the Plan to implement any cost control measures that it may deem advisable. An amendment to this Document is considered an amendment to the official Plan document.

Any amendment, termination or other action by the Firm with respect to the Plan will be by a duly adopted resolution of the Board of Directors or may be made by any person duly authorized to take such action on behalf of the Board of Directors. Amendments may be retroactive to the extent necessary to comply with applicable law. No amendment or termination will reduce the amount of any benefit otherwise payable under the Plan for charges incurred prior to the effective date of such amendment or termination.

In the event of the dissolution, merger, consolidation or reorganization of the Firm, the Plan will terminate unless the Plan is continued by a successor to the Firm.

If a benefit is terminated and surplus assets remain after all liabilities have been paid, such surplus will revert to the Firm to the extent permitted under applicable law, unless otherwise stated in the insurance or administrative contract or otherwise determined by the Board of Directors of the Firm.

Participating employers

Any Affiliated Company may, with the consent of the Firm, become a Participating Employer under the Plan, provided the Participating Employer agrees to be bound by all of the provisions of the Plan and any amendments in the manner set forth herein, agrees to pay its share of the expenses of the Plan as they may be determined from time to time; and agrees to provide the Firm with full, complete, and timely information on all matters necessary for the operation of the Plan. "Affiliated Company" means all corporations and other entities which are members of the Firm's controlled group or are under common control with the Firm (within the meaning of Section 414 of the Code), but only during the period any such corporation or other entity is a member of such controlled group or under such common control.

In the event of the adoption of the Plan by an Affiliated Company, the Affiliated Company will become a Participating Employer and all the terms and conditions of the Plan as set forth hereunder will apply to the participation under the Plan of such Affiliated Company and its Employees. Notwithstanding the above, the Firm reserves the right to designate a Participating Employer and the right to amend the Plan, as set forth herein. These rights are specifically reserved to the Firm so long as the Participating Employer participates under the Plan; and any such amendment, unless otherwise specified therein, will be fully binding with respect to such participation by any Participating Employer; provided that this reservation will in no event be construed to prevent any Participating Employer from terminating at any time its participation as a Participating Employer under the Plan.

The Firm, in its sole and absolute discretion, may allow any Participating Employer at any time to terminate its participation under the Plan; provided that, if the Firm will terminate its participation in the Plan, or disassociate itself, then each remaining Participating Employer will make such arrangements and take such action as may be necessary to assume the duties of the Firm in providing for the operation and continued administration of the Plan.

Other Important Information

SPD/Plan Document

This Document constitutes the Cozen O'Connor Group Benefits Plan and is an amendment and restatement of the Plan effective as of August 1, 2019. Participants should always refer to their most recent enrollment materials and the descriptive booklets provided in Appendix A for current Plan offerings. The Firm maintains the Plan for the exclusive benefit of its eligible employees and their eligible spouses and dependents. The original effective date of the Plan was February 1, 1984. The Plan provides benefits through the component benefit programs described herein. Each of these component programs is described in a contract, certificate or booklet issued by an insurance company, a plan summary, or another governing document prepared by the Firm or vendor for the benefits listed herein. A copy of each applicable component document is attached to this Plan. This Document should be read in combination with the certificates of insurance and benefit booklets, which are incorporated by reference into this Document. The Plan, through this Document and referenced documents, is a Plan document and a summary plan description and is intended to satisfy the written document requirements of section 402 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and is also intended to satisfy the written document requirements of section 125 and other applicable provisions of the Internal Revenue Code (the "Code") for the cafeteria plan, flexible spending accounts and other pretax features of the Plan.

No Assignment of benefits

Except as may otherwise be required by applicable law, or as otherwise specifically provided in the Plan or by certificates of insurance and benefit booklets, you will not be entitled to assign, sell, transfer, pledge, charge, encumber or allow the attachment or alienation of any amount payable to you, your spouse, domestic partner or any dependents at any time under the Plan. Any attempt to assign, sell, transfer, pledge, charge, encumber or allow the attachment or alienation of any such amount, whether presently or thereafter payable will be void. If you, your spouse, domestic partner or dependent attempt to alienate, sell, transfer, assign, pledge, attach, charge or otherwise encumber any amount payable under the Plan, or any part thereof, then the Plan Administrator, if it so elects, may direct that such amount be withheld and that the same or any part thereof be paid or applied to or for the benefit of you, your spouse, domestic partner or your dependents, or any of them in such manner and proportion as the Plan Administrator may deem proper.

Notwithstanding the foregoing provisions of this *No Assignment of Benefits* section, you may request and authorize the Plan Administrator or the appropriate insurance company or service provider, in writing, to pay benefits directly to the hospital, physician, dentist or other person furnishing services or supplies covered under the applicable benefit program and any such payment, if made, will constitute a complete discharge of the liability of the Plan therefore. No payment by the Plan pursuant to such request will be considered as recognition by the Plan of a duty or obligation to pay such provider, except to the extent the Plan chooses to do so. Benefits also may be assigned to an alternate recipient pursuant to a QMCSO.

Medicaid eligibility and assignment of rights

The Plan will not take into account whether an individual is eligible for, or is currently receiving medical assistance under a state plan for medical assistance as provided under Title XIX of the Social Security Act ("State Medicaid Plan") either in enrolling that individual as a participant or beneficiary or in determining or making any payment of benefits to that individual. The Plan will pay benefits with respect to such individual in accordance with any assignment of rights made by or on behalf of such individual as required under a State Medicaid Plan pursuant to §1912(a)(1)(A) of the Social Security Act. To the extent payment has been made to such individual under a State Medicaid Plan, and this Plan has a legal liability to make payments for the same items or services, payment under the Plan will be made in accordance with any state law which provides that the State has acquired the rights with respect to such individual to payment for such items and services under the Plan. If a benefit program available under this Plan contains provisions regarding coordination of benefits with State Medicaid Programs, the language in the written materials for

such benefit program will govern unless the language fails to comply with applicable state laws and regulations.

Important legal notice

The Plan Administrator will be responsible for the general administration of the Plan. The Plan Administrator and any other fiduciary with respect to the Plan to the extent that such individual or entity is acting in its fiduciary capacity, will have full and sole discretionary authority to interpret all Plan documents and to make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan (including component benefit programs), and to determine all questions arising in connection with the administration, interpretation, and application of the Plan (including component benefit programs), including the eligibility and coverage of individuals and the authorization or denial of payment or reimbursement of benefits. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator will be final and binding on all parties.

Any interpretation, determination, or other action of the Plan Administrator shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes, in its sole discretion and, further, constitutes agreement to the limited standard and scope of review described by this section.

Waiver of terms

No term, condition or provision of the Plan will be deemed waived, and the provisions of the Plan will be enforced, unless the Firm or you specifically waive, in writing, the condition or provision. The written waiver will not be deemed a continuing waiver unless stated specifically in the waiver, and each waiver will operate only as to the specific term or condition waived.

Excess payments

If the Plan has made an erroneous or excess payment to or on behalf of you, your spouse, domestic partner or dependents, the Plan Administrator will be entitled to take action to correct the error, including recovering the excess from you, your spouse, your domestic partner or dependents. To the extent permitted by applicable law, the recovery of the overpayment may be made by offsetting the amount of any other benefit or amount payable to or on behalf of you, your spouse or dependents by the amount of the overpayment.

Limitation of rights

This Document will not be held or construed to give any person any legal or equitable right against the Firm, the Plan Administrator, or any other person connected with the Firm or the Plan, except as expressly provided in this Document or as provided by applicable law; or to give any person any legal or equitable right to any assets of the Plan.

Severability

If any provision of this Document or the application of a provision of the Plan to any person, entity or circumstance is held invalid or unenforceable under governing law by a court of competent jurisdiction, its invalidity or unenforceability will not affect any other provision of this Document, or the application of this provision of the Plan to any person, entity or circumstance. The Document will be construed and enforced as if such provision had not been included in this Document.

Tax consequences

The Firm does not represent or guarantee that any particular federal or state income, payroll, personal property, Social Security or other tax consequences will result from participation in the Plan. You should consult with professional tax advisors to determine the tax consequences of participation.

Misrepresentation or fraud

If you receive benefits under the Plan as a result of false, incomplete, or incorrect information or a misleading or fraudulent representation, you may be required repay all amounts paid by the Plan and you may be liable for all costs of collection, including attorney's fees and court costs. The Plan Administrator will decide such matter on a case by case basis. You may be asked to provide proof of eligibility for your dependents. False or misrepresented eligibility information could cause both your and your dependents' coverage to terminate irrevocably (retroactively, to the extent permitted by law), and could be grounds for disciplinary action, up to and including your termination. Failure to provide timely notice of loss of eligibility will be considered intentional misrepresentation. Notwithstanding the foregoing, the Plan will not rescind coverage except in the case of fraud or an intentional misrepresentation of a material fact. A rescission is a cancellation or discontinuance of coverage that has retroactive effect, unless it is attributable to a failure to pay timely required premiums or contributions towards the cost of coverage. The Plan must provide 30 calendar days advance notice to an individual before coverage may be rescinded.

Legal action

Before pursuing legal action for benefits under the Plan, you must first exhaust the Plan's claim, review and appeal procedures. Additionally, any lawsuit you bring for Plan benefits must be filed within 36 months of the date on which your claim is incurred under the Plan.

Applicable law

This Document will be construed in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent such laws are pre-empted by the law of any other state or by federal law.

Paperless communications

Notwithstanding anything contained in this Document to the contrary, the Firm may from time to time establish uniform procedures whereby with respect to any or all instances in this Document where a writing is required, including but not limited to any required written notice, election, consent, authorization, instruction, direction, designation, request or claim communication may be made by any other means designated by the Firm, including paperless communication, and such alternative communication will be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.

HIPAA Privacy and Security

This section describes the manner in which the Plan will protect certain health information used or maintained by the Plan.

The Firm sponsors and maintains certain group health plans that are subject to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") regulations as are described more fully in this Document. Under the privacy and security rules of HIPAA, and the regulations issued thereunder at 45 CFR Parts 160 and 164 ("the HIPAA regulations"), and as HIPAA and the HIPAA regulations were amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), a group health plan must: (i) restrict the use and disclosure of protected health information ("PHI"), (ii) ensure the confidentiality, integrity, and availability of all electronic protected health information ("e-PHI") the Plan creates, receives, maintains, or transmits, (iii) protect against any reasonably anticipated threats or hazards to the security and integrity of such information, (iv) protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA privacy rules set forth in 45 CFR Part 164, Subpart E, and (v) ensure compliance with the HIPAA security rules set forth in 45 CFR Part 164, Subpart C by its workforce;

1. **Uses and Disclosures of PHI.** The Plan and the Firm may disclose a Plan participant's PHI to the Firm (or to the Firm's agent) for the Plan administration functions described under 45 CFR 164.504(a), to the extent not inconsistent with the HIPAA regulations.
2. **Restriction on Plan Disclosure to the Firm.** Neither the Plan nor any of its Business Associates, or health insurance issuers will disclose PHI to the Firm except upon the Plan's receipt of the Firm certification that the Plan has been amended to incorporate the agreements of the Firm under paragraph 3, except as otherwise permitted or required by law.
3. **Privacy Agreements of the Firm.** As a condition for obtaining PHI from the Plan, its Business Associates, and Insurers, the Firm agrees it will:
 - a. Not use or further disclose such PHI other than as permitted by paragraph 1 of this section, as permitted by 45 CFR 164.508, 45 CFR 164.512, and other sections of the HIPAA regulations, or as required by law;
 - b. Ensure that any of its agents, including a subcontractor, to whom it provides the PHI agree to the same restrictions and conditions that apply to the Firm with respect to such information;
 - c. Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Firm, and not use or disclose PHI that is genetic information for underwriting purposes;
 - d. Report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures provided for of which the Firm becomes aware;
 - e. Make the PHI of a particular participant available for purposes of the participant's requests for inspection, copying, and amendment, and carry out such requests in accordance with HIPAA regulation 45 CFR 164.524 and 164.526;
 - f. Make the PHI of a particular participant available for purposes of required accounting of disclosures by the Firm pursuant to the participant's request for such an accounting in accordance with HIPAA regulation 45 CFR §164.528;
 - g. Make the Firm's internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human

Services for purposes of determining compliance by the Plan with HIPAA;

- h. If feasible, return or destroy all PHI received from the Plan that the Firm still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Firm agrees to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- i. Ensure that there is adequate separation between the Plan and the Firm by implementing the terms of subparagraphs (1) through (3), below:
 - 1. **Employees With Access to PHI:** Only those employees or classes of employees identified in the Plan's privacy policies and procedures may have access to and use and disclose PHI for Plan administration functions that the Firm performs for the health plan. If such individuals do not comply with this Document, the Firm shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.
 - 2. **Use Limited to Plan Administration:** The access to and use of PHI by the individuals described in (1), above, is limited to Plan Administration functions as defined in HIPAA regulation 45 CFR §164.504(a) that are performed by the Firm for the Plan.
 - 3. **Mechanism for Resolving Noncompliance.** If the Firm or any other person(s) responsible for monitoring compliance determines that any person described in (1), above, has violated any of the restrictions of this section, then such individual will be disciplined in accordance with the policies of the Firm established for purposes of privacy compliance, up to and including dismissal from employment. The Firm will arrange to maintain records of such violations along with the persons involved, as well as disciplinary and corrective measures taken with respect to each incident.
- j. Notify a participant or participants of an unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of the information (a "Breach") without unreasonable delay in a report which includes the following information:
 - 1. the names of the individuals whose PHI was involved in the Breach;
 - 2. the circumstances surrounding the Breach;
 - 3. the date of the Breach and the date of its discovery;
 - 4. the information Breached;
 - 5. any steps the impacted individuals should take to protect themselves;
 - 6. the steps the Firm is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and
 - 7. a contact person who can provide additional information about the Breach.

The Firm will cooperate with you in the investigation of, and response to, the Breaches it reports to you. For this purpose, the term "Breach" means an unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of the information.

- 4. **Security Agreements of the Firm.** As a condition for obtaining e-PHI from the Plan, its Business Associates, and Insurers, the Firm agrees it will:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;
 - b. Ensure that the adequate separation between the Plan and the Firm as set forth in 45 CFR 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;

- c. Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information;
 - d. Report to the Plan any Security Incident of which it becomes aware. For purposes of this section, "Security Incident" will mean successful unauthorized access to, use, disclosure, modification or destruction of, or interference with, the e-PHI; and
 - e. Upon request from the Plan, the Firm agrees to provide information to the Plan on unsuccessful unauthorized access, use, disclosure, modification or destruction of the e-PHI to the extent such information is available to the Firm.
5. **PHI not Subject to this Section.** Notwithstanding the foregoing, the terms of this section will not apply to uses or disclosures of Enrollment, Disenrollment, and Summary Health Information made pursuant to 45 CFR 164.504 (f)(l)(ii) or (iii); of PHI released pursuant to an Authorization that complies with 45 CFR 164.508; or in other circumstances as permitted by the HIPAA regulations; provided however that paragraph 4 above will apply if and only if e-PHI beyond enrollment, disenrollment, summary health information, and authorized disclosures is obtained by the Firm, and the Firm adopts the literal interpretation of 45 CFR 164.314(b)(1), which would apply paragraph 4 unless the only e-PHI obtained is enrollment, disenrollment, summary health information, or authorized disclosures.
6. **Definitions.** All capitalized terms within this section not otherwise defined by the provisions of this section will have the meaning given them in the respective Plan or, if no other meaning is provided in the Plan, the terms will have the meanings provided under HIPAA.

Appendix A

Benefit Booklets

This Appendix is considered a part of the Plan and may be amended by the Firm at any time for any reason without consent of any person except as otherwise provided by applicable law. Formal amendment of the Plan is not necessary to amend this Appendix. It may be amended by adding a new Appendix with the current date and current listing of incorporated documents.

The following benefits are further described in summaries and booklets provided to participants as attachments to this Document. The terms, conditions and limitations of the benefits are set forth in the Plan and the underlying incorporated documents referenced herein. Certain documents are incorporated by reference in this Appendix, including any written document pursuant to which the applicable benefit is provided under the Plan (e.g., written plans, vendor contracts, insurance policies, coverage certificates, summary plan descriptions, or other materials describing benefits provided thereunder).

As of August 1, 2019, the following Plan benefits are further described in summaries and booklets attached to this Document:

- Medical (including basic vision and prescription drug)
- Employee Assistance Plan (EAP)
- Dental
- Voluntary Vision
- Life Insurance and Accidental Death & Dismemberment (AD&D)
- Voluntary Employee (Supplemental) Life and AD&D
- Voluntary Dependent Life
- Short Term Disability (STD)
- Parental Leave
- Long Term Disability (LTD)
- Health Flexible Spending Account (FSA)
- Limited Purpose Health FSA
- Dependent Care FSA
- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Pretax Commuter Benefits

Appendix B

Eligibility Provisions

This Appendix B is considered a part of the Plan and may be amended by the Firm at any time for any reason without consent of any person except as otherwise provided by applicable law. Formal amendment of the Plan is not necessary to amend this Appendix. It may be amended by adding a new Appendix with the current date and current eligibility listing.

Certain individuals or groups are included in, or excluded from, participation in certain or all of the benefits offered under the Plan as determined by the Firm and as described herein. This Document provides no guarantee that you are eligible to participate in every benefit or program described herein. The terms, conditions and limitations of the benefits are set forth in the Plan and the underlying incorporated documents attached under Appendix A. Insurance carriers sometimes impose requirements for certain types of insurance (for example, life and disability). Therefore, your participation in those benefits may be delayed or otherwise affected. Requirements would be reflected in your Certificate (or Evidence) of Coverage.

For additional information regarding eligibility under the programs, please contact the Plan Administrator.

As of August 1, 2019, the following describes the eligibility and enrollment provisions of the Plan. See the "Eligibility for Benefits" and "Enrollment" sections of this document for more information on enrollment at initial eligibility, during annual open enrollment periods or a special enrollment event.

Eligible Employee

Generally, you are eligible for medical (including basic vision and prescription drug), voluntary vision, dental, life, AD&D, long-term disability benefits, FSA, LPFSA, HRA, HSA, and Commuter Benefits if you are an active permanent Employee of Cozen O'Connor who is scheduled to work at least 30 hours per week on a regular and continuous basis. Employees meeting the above requirements, as well as policy eligibility requirements, are eligible for short term disability and parental leave. Temporary or leased employees who are on the payroll of an outside organization with which Cozen O'Connor has contracted for services are not eligible.

Your coverage will begin on your eligibility date, provided you enroll for coverage within 31 days of that date. If you are a new hire whose first day of employment is the first business day of the month, coverage will be retroactively effective as of your first day of the same month in which you are employed. If your first day of employment is not the first business day of the month, your eligibility date is the first day of the month following the date you commence employment. If you do not enroll within 31 days of your eligibility date, you will be deemed to have elected "no coverage" and you will have to wait until the next annual enrollment period to enroll, unless you experience a change in status. (This paragraph excludes HSA, short term disability, parental leave and commuter benefits)

If you are not actively at work due to illness or injury on the date your life and AD&D coverage would otherwise begin, your life and AD&D coverage will not be effective until you return to active employment. If you are not actively at work due to illness or injury on the date your long term disability coverage would otherwise begin, your long term disability coverage will not be effective until you complete five full consecutive days of work.

Certain individuals or groups are included in participation or excluded from participation in certain or all of the benefits offered under the Plan as determined by the Firm. For example, individuals who are characterized by the Firm as an independent contractor or a contract employee, are excluded from participation.

Eligible Dependent

Eligible dependents for medical (including basic vision and prescription drug), voluntary vision and dental include all of the following:

- Your legal Spouse/Domestic Partner;
- Each of your Children younger than age 26; and
- Your physically or mentally handicapped Child of any age, provided the handicap began before he or she reached the limiting age for coverage under the Plan. The Child must be incapable of self-sustaining employment and must be wholly dependent on you for financial support. Coverage may continue for as long as the Child remains handicapped, unmarried and dependent on you for financial support.
 - You may be asked to provide proof of the handicap within 31 days after the date your Child reaches the limiting age. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the Child's total disability and dependency.
 - After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

Eligible dependents for dependent life coverage include all of the following:

- Your legal Spouse/Domestic Partner;
- Your or your Spouse's/Domestic Partner's unmarried natural child(ren) stepchild(ren), or legally adopted child(ren) who are under the age of 19 or student up to age 26. .

For the purposes of the Plan, the term "**Spouse**" shall mean: A person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee was legally married.

For purposes of the Plan, "**Domestic partner**" shall mean: Any person of the same or opposite sex who lives with you in a committed relationship of indefinite duration with mutual obligations similar to those of marriage, including financial interdependence. This does not include blood relatives too close for marriage (such as brothers, sisters or first cousins), platonic roommates, or individuals already involved in a legal marriage or another domestic partnership.

For purposes of the Plan, the term "**Children**" shall mean:

- Natural Children, adopted Children or Children placed with a covered Employee in anticipation of adoption.
- Step-Children who reside in the Employee's household, as long as a natural parent remains married to the Employee and also resides in the Employee's household.
- Natural children of a domestic partner
- Unmarried Children for whom the Employee is the legal guardian and who reside in the Employee's household and who depend entirely on the Employee for financial support.

The phrase "Child placed with a covered Employee in anticipation of adoption" refers to a Child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial adoption and the legal process must have commenced.

Any Child of a Plan Participant who is an alternate recipient under a Qualified Medical Child Support Order (QMCSO) shall be considered as having a right to Dependent coverage under this Plan. A participant of this Plan may obtain, without charge, a copy of the procedures governing QMCSO determinations from the Plan Administrator.

In a situation where you and your Spouse or domestic partner are both eligible Employees, only one of you may cover a Dependent Child. In addition, you may not be enrolled as both an Employee and as a Dependent at the same time.

Coverage for your eligible Dependents begins on the same day as your coverage, provided you enroll them for coverage within 31 days of your eligibility date. If you acquire an eligible Dependent after you become

eligible for coverage (through marriage, birth or adoption, for example), coverage will begin on the date provided under the *Enrollment* section of this Document. If you do not apply for coverage during this period, your Dependent will not be eligible for coverage until the next annual enrollment period unless you experience a change in status event that would permit mid-year enrollment under the Plan.

Dependent Status Verification / Eligibility Audit

Cozen O'Connor may require, at any time, documentation proving Spouse, Domestic Partnership and Child relationships. Additionally, Cozen O'Connor reserves the right to conduct a Dependent Eligibility Audit, where a sample of employees will be asked to provide verification of their dependent's status. If you choose to cover a dependent on any Cozen O'Connor benefit plan, please be prepared to provide the necessary documents to prove dependent status and eligibility, if needed.