

**Kroll Ontrack, LLC
Flexible Benefit Plan
Summary of Benefits
Effective as of January 1, 2017**

Including:

- **Pre-Tax Premium Payment Feature (also known as the cafeteria plan)**
- **Health Care Flexible Spending Account Plan**
- **Dependent Care Flexible Spending Account Plan**
- **Health Savings Account**

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I. INTRODUCTION AND PURPOSE OF SUMMARY

As explained in the plan document and summary plan description for the Kroll Ontrack, LLC Health & Welfare Plan (the “Plan”), there are a number of Component Plans that together provide the various benefits available under the Plan. Each of these Component Plans is described in separate documents or summaries that are all incorporated by reference in the Plan itself. This Summary of Benefits (referred to as the “Summary”) includes the provisions of the Plan applicable to the Kroll Ontrack, LLC Flexible Benefit Plan (the “Flex Plan”) component that are not otherwise described fully in the main Plan document itself.

The term “you” as used in this Summary refers to an Employee who otherwise meets all the eligibility and participation requirements under the Plan. Receipt of this Summary does not guarantee that the recipient is in fact a Participant in the Flex Plan or the Plan and/or otherwise eligible for benefits under the Flex Plan or the Plan.

If any conflict should arise between the Summary and the Plan or any of the underlying insurance contracts describing benefits under the Plan, or if any point is not covered in the Summary or is only partially covered, the terms of the Plan (and/or the applicable contracts) will govern in all cases.

Kroll Ontrack, LLC reserves the right, in its sole and absolute discretion, to amend or terminate the Plan, including the Flex Plan, in whole or in part at any time, and the Plan Administrator reserves the right, in its sole and absolute discretion, to interpret any of the provisions of the Plan or Flex Plan and make all determinations (including eligibility determinations) under the Plan or Flex Plan. Any such interpretation or determination of the Plan Administrator shall be final, conclusive and binding on all parties.

II. DETAILED EXPLANATION OF THE FLEX PLAN

A. How the Flex Plan Works

The Flex Plan includes the following four distinct and independent benefit plans (each referred to herein as a “Constituent Plan”):

- the Pre-Tax Premium Payment Feature (also known as the cafeteria plan)
- the Health Care Flexible Spending Account (the “Health Care FSA”)
- the Dependent Care Flexible Spending Account (the “Dependent Care FSA”)
- the Health Savings Account (the “HSA”)

To understand the Flex Plan and this Summary, you should be familiar with the terms that appear in the Glossary at the end of this Summary. These terms are used in this Summary and are capitalized.

1. Pre-Tax Premium Payment Feature

The Pre-Tax Premium Payment Feature of the Flex Plan allows you pay for your portion of the medical, dental and vision coverage premiums under the Plan on a pre-tax basis (this is known as a cafeteria plan feature). If you participate in a medical, dental or vision plan offered by the Employer, you must elect to participate in the Pre-Tax Premium Payment Feature. Your election to participate in the Pre-Tax Premium Payment Feature means you are directing the Employer to reduce your salary on a pre-tax basis. Your salary reduction amounts are then used to pay the Employee portion of the premiums for medical, dental and vision coverage under the Plan for you and your Eligible Dependent(s). As illustrated below, this can result in tax savings to you for payment of your premiums.

All pre-tax salary reduction amounts under the Flex Plan are taken before federal (and, in most cases, state and local) income taxes and Social Security (FICA) taxes are withheld. Contributions by residents of some states may be subject to state tax. Please consult with your tax advisor for details.

Before the beginning of each Plan Year (or before your participation if you begin participating during a Plan Year), you must decide what Plan coverage, if any, you want. By enrolling in medical, dental or vision coverage under the Plan, your enrollment in coverage will automatically be treated as your election to have the cost of your elected coverage(s) (i.e., premiums) deducted from your salary on a pre-tax basis.

If you elect medical, dental or vision coverage under the Plan for an individual who is otherwise eligible for coverage but is not your husband or wife, a dependent as defined in Code section 152 (without regard to subsections (b)(1), (b)(2), and (d)(1)(B)), or a dependent child as defined in Code section 152(f)(1) who is under age 26, any premium contributions must be made on a post-tax basis.

2. Health Care FSA

The Health Care FSA allows you to direct the Employer to reduce your salary for the Plan Year by as much as \$2,600 (as may be periodically adjusted by the IRS for inflation) and use the amount of your salary reduction to pay for medical, dental and vision-related Covered Expenses (other than premiums) that you incur for yourself or your Eligible Dependent(s) during the Coverage Period. For the Health Care FSA, the Coverage Period is the Plan Year. Participation in the Health Care FSA allows you to pay for health-related Covered Expenses on a pre-tax basis, thus reducing your net after-tax cost of health, dental and/or vision care expenses, as applicable.

To enroll in the Health Care FSA, you must enter into a Salary Reduction Agreement with the Employer. Before the beginning of each Plan Year (or before you begin participating if you start participating during a Plan Year), you must decide how much, if any, you would like to contribute to your Health Care FSA via salary reduction. If you want to pay for your Covered Expenses on a pre-tax basis, you must designate the Salary Reduction Amount to be contributed to your Health Care FSA. You may, of course, continue to pay medical, dental and/or vision expenses with after-tax dollars.

Each Plan Year, your Health Care FSA will be credited, as of the beginning of the Plan Year (or the beginning of your participation if you start participating during the Plan Year) with an amount equal to the total amount elected by you under your Salary Reduction Agreement. Your Health Care FSA will then be debited with each reimbursement of Covered Expenses incurred during the Coverage Period.

3. Dependent Care FSA

The Dependent Care FSA allows you to direct the Employer to reduce your salary before taxes up to \$5,000 each Plan Year (\$2,500 for married Employees filing separate returns). You may use the amount of your salary reduction to pay for Covered Expenses that you incur to care for an Eligible Dependent and that enable you (and your spouse if you are married) to work or look for work. The result is the payment of dependent-care-related Covered Expenses incurred during a Plan Year on a pre-tax basis, thus reducing your net after-tax cost of dependent care.

To enroll in the Dependent Care FSA, you must enter into a Salary Reduction Agreement with the Employer. Before the beginning of each Plan Year (or your participation if you commenced employment during a Plan Year), you must decide how much, if any, you would like to contribute to your Dependent Care FSA via salary reduction. If you want to pay these expenses on a pre-tax basis, you must designate the Salary Reduction Amount to be contributed to your Dependent Care FSA. You may, of course, continue to pay your Covered Expenses for dependent care with after-tax dollars.

4. HSA

If you are an HSA-Eligible Employee, the HSA allows you to direct the Employer to reduce your salary up to the IRS annual statutory amount (in 2017, \$3,400 for single coverage under the High Deductible Health Plan and \$6,750 for those electing family coverage under the High Deductible Health Plan), and use the amount of your salary reduction to pay for “qualified medical expenses,” as defined under Section 223(d)(2) of the Code. The result is the payment of “qualified medical expenses” on a pre-tax basis, thereby reducing your net after-tax cost of those expenses.

If you enroll in a High Deductible Health Plan sponsored by the Employer and are an HSA-Eligible Employee, you may receive Employer contributions under the HSA. The Employer contributions count toward the IRS annual statutory amount. You may also enter into a Salary Reduction Agreement to contribute on a pre-tax basis a portion of your salary to the HSA. Unlike the

Dependent Care FSA and the Health Care FSA, you can decide what amount, if any, you want to contribute to the HSA at any time (up to the statutory limit described above), and may change that amount at any time, but on a prospective basis only.

The HSA benefits under the Flex Plan consist solely of the ability of HSA-Eligible Employees to make contributions on a pre-tax salary reduction basis to the HSA and/or to receive any employer contributions to the HSA, as applicable. The terms and conditions of coverage and benefits (e.g., eligible medical expenses, claim procedures, etc.) under the HSA are governed by the HSA, not the Flex Plan. The HSA is a trust or custodial account that is established by an HSA-Eligible Employee and maintained by an HSA trustee/custodian outside of the Plan and the Flex Plan. The HSA-Eligible Employee is also solely responsible for investment of funds in the HSA trust or custodial account.

The Employer's only involvement with the HSA is (1) to select the HSA trustee or custodian who will facilitate the establishment of an HSA for HSA-Eligible Employees who enroll in a High Deductible Health Plan sponsored by the Employer and (2) to forward your pre-tax contributions and any Employer Contributions, as applicable, to the HSA trustee/custodian. It is your responsibility to determine whether you are an HSA-Eligible Employee and to determine your tax liability under the HSA. If you are not, or if you cease to be, an HSA-Eligible Employee, you should discontinue your contributions to the HSA.

5. General Rules

If you elect to participate in the Plan for a Plan Year after the Plan Year has begun (either upon your initial eligibility or in limited circumstances described in the Plan and this Summary), the amount that you elect to contribute to the Dependent Care FSA or the Health Care FSA will be deducted from your salary based on the actual duration of your participation in the Plan during any Plan Year.

Your entire Salary Reduction Amount for the Plan Year must be applied to the Pre-Tax Premium Payment Feature, the Dependent Care FSA, the Health Care FSA or the HSA, or to a combination of these benefits, in accordance with your election.

B. Eligibility Requirements

If you are an Employee, you are eligible to participate in any (or all) of the Constituent Plans in accordance with the general eligibility requirements set forth in the Kroll Ontrack, LLC Health and Welfare Plan Plan Document and Summary Plan Description (SPD). A copy of the Health and Welfare Plan Plan Document and SPD may be found on www.yourbenefitscenter.com. You may request that a hard copy be mailed to you by contacting Your Benefits Center at 1-844-217-8215. The deadline for enrolling and making initial elections under the Plan is the 30th day following the date you become eligible to participate in the Plan, or any other enrollment period the Plan Administrator prescribes. Please note that the 30th day deadline does not apply to enrolling in

employee HSA contributions. You may make elect what amount, if any, you want to contribute to the HSA at any time.

C. Duration of Flex Plan Elections

The election you make with regard to the Pre-Tax Premium Payment Feature automatically applies for each Plan Year in which you are a Participant until it is revoked or changed in accordance with the procedures set forth in this Summary or the Plan. If there is a change in your costs under the applicable Constituent Plan, your corresponding Salary Reduction Agreement will be automatically adjusted. With respect to the Health Care FSA, the Dependent Care FSA and the HSA, your election for each Plan Year ends at the end of that Plan Year. You must make a new election for the next Plan Year during the annual enrollment period (which is approximately 30 to 60 days before each Plan Year begins) if you wish to elect benefits for the next Plan Year. You will be notified of the manner in which you may make elections prior to the Plan's annual enrollment period.

D. Contributions to the Flex Plan

You are not required to elect any of the benefits under the Flex Plan or make any contributions under the Flex Plan. You may choose to participate in one or all of the Constituent Plans or to have no reduction in salary. If you do not make contributions under the Pre-Tax Premium Payment Feature, you will not receive coverage under the Employer's medical, dental or vision plans, as applicable. In addition, you may not participate in the Health Care FSA, the Dependent Care FSA or the HSA unless you contribute to such account through the Flex Plan. To the extent you do not elect benefits under the Flex Plan, generally you will not be entitled to elect to participate in the Flex Plan until the next Plan Year. You may, however, make a mid-year election for benefits under the limited circumstances referred to in Section II.G. of this Summary.

E. How Salary Reduction Amounts May Be Used

Your Salary Reduction Amount may only be applied toward reimbursement of Covered Expenses incurred during the Coverage Period. For Constituent Plans other than the Dependent Care FSA, the Coverage Period is the Plan Year. For the Dependent Care FSA, the Coverage Period means the Plan Year and the 2½ month period following the Plan Year. Covered Expenses not incurred within the Coverage Period will not be reimbursed.

F. Tax Savings under the Flex Plan

The Federal tax savings under the Flex Plan can be significant. Depending upon where you live and work, you may similarly save state and local income taxes. The following discussion may help you decide if you wish to enroll in the Flex Plan.

1. General Pre-Tax Savings under the Flex Plan

Example: Here is a basic illustration of the advantage to you of paying for Covered Expenses on a pre-tax basis under the Flex Plan. For this illustration, we are including only amounts used under the Health Care FSA. However, similar tax savings apply to all pre-tax salary reduction amounts under the Flex Plan for the Pre-Tax Premium Feature, the Dependent Care FSA, and the HSA.

Assume you elect to use the Health Care FSA to pay for \$2,000 of out-of-pocket medical expenses:

	<u>With Health Care FSA</u>	<u>No Health Care FSA</u>
1. Adjusted Gross Income	\$77,000	\$75,000
2. Salary Reductions for Health Care FSA	(\$2,000)	\$ 0
3. W-2 Gross Wages	\$73,000	\$75,000
4. Federal Income Tax (assumed effective rate of 10% after deductions and exemptions)	(\$7,300)	(\$7,500)
5. FICA Tax (7.65% of line 3)	(\$5,585)	(\$5,738)
6. After-Tax Payment of out-of-pocket expenses	\$ 0	(\$2,000)
7. Your Pay After Taxes and out-of-pocket expenses (line 3 minus lines 4, 5 & 6)	<u>\$60,115</u>	<u>\$59,762</u>
8. Additional Take-Home Pay by Using the Health Care FSA*	\$ 353	

* This example is a simplified illustration that only takes into account federal income taxes and is based on a number of assumptions as indicated. How much an employee actually saves will depend on the contributions for the coverage, the total family income, and the tax deductions and exemptions claimed. There are typically similar state and local tax savings, too.

2. Savings Under the Dependent Care FSA

When considering tax savings under the Dependent Care FSA, please keep in mind that you can use the Dependent Care FSA instead of the Federal dependent care tax credit available under current tax law. You cannot claim the same expense both under the Dependent Care FSA and as a tax credit, and the amount of dependent care expenses eligible for the tax credit are reduced dollar-for-dollar by the amount of expenses paid with before-tax dollars through the Dependent Care FSA.

The Federal dependent care tax credit is a credit against your Federal income tax liability. It is a non-refundable tax credit, which means that any portion of it that exceeds your Federal income tax liability will not be refunded to you. The credit is calculated as a percentage of your annual dependent care Covered Expenses. In determining what the tax credit would be, you may take into account \$3,000 of such expenses for one qualifying individual, or \$6,000 for two or more

qualifying individuals.

Depending on your adjusted gross income, the percentage could be as much as 35% of your qualifying expenses (producing a maximum credit amount of \$1,050 for one qualifying individual, or \$2,100 for two or more qualifying individuals), or as little as 20% of those expenses (producing a maximum credit of \$600 for one qualifying individual, or \$1,200 for two or more qualifying individuals). The maximum 35% rate is reduced by 1% (but not below 20%) for each \$2,000 portion (or any fraction of \$2,000) by which your adjusted gross income exceeds \$15,000.

For example, if your adjusted gross income is \$17,000, the excess of \$17,000 over \$15,000 is \$2,000. There is one full \$2,000 portion and therefore your applicable percentage is 34%. If your adjusted gross income is \$19,000, the excess of \$19,000 over \$15,000 is \$4,000. There are two full \$2,000 portions in \$4,000 and therefore your applicable percentage is 33%. If your adjusted gross income is \$21,000, the excess of \$21,000 over \$15,000 is \$6,000. There are three full \$2,000 amounts in \$6,000 and therefore your applicable percentage is 32%, and so on, until the credit is reduced to 20% if your adjusted gross income exceeds \$43,000.

The above illustration is for information purposes only and should not be relied upon as legal or tax advice. For more information about how the dependent care tax credit works, refer to IRS Publication No. 503 (Child and Dependent Care Expenses). You should also consult a qualified tax advisor. Neither the Plan, Kroll Ontrack, LLC, or any employee of Kroll Ontrack, LLC may provide you with legal or tax advice.

For most individuals, participating in a Dependent Care FSA will produce the greater Federal tax savings, but there are some for whom the dependent care tax credit is better. Because the preferable method for treating benefit payments depends on multiple factors—such as a person’s tax filing status (e.g., married, single, head of household), number of qualifying individuals, earned income, etc.—each Employee should evaluate his or her tax position individually to determine the choice that provides the greatest tax benefits. IRS Form 2441 (Child and Dependent Care Expenses) and its accompanying instructions can help you. You should also consult a qualified tax advisor.

3. Notes Regarding Tax Rules and Social Security Benefits

The tax law applies certain nondiscrimination rules to highly compensated Employees and can result in a reduction of the maximum contributions and benefits these Employees can make to or receive from the Flex Plan each year. **As a result, the contributions and benefits of highly compensated Employees may be subject to reduction, including reducing the maximum limits and, consequently, the tax benefits, during the Plan Year.** You will be notified if you are affected.

The benefits offered under the Flex Plan are made possible through current Federal income tax laws. If the tax law changes, Kroll Ontrack, LLC may be required or may choose to change the

operation of the Plan or the Flex Plan. Kroll Ontrack, LLC reserves the right, in its sole and absolute discretion, to amend or terminate the Plan or the Flex Plan at any time, in whole or in part and for any reason.

You should also be aware that as a result of your participation in the Flex Plan and the corresponding reduction in your taxable income, your Social Security benefits may be reduced (see Section II.L. of this Summary for information regarding your Social Security benefits).

As with all matters affecting your finances and taxes, you are urged to consult your qualified financial and tax advisors before making any election under the Flex Plan.

G. Making and Changing Flex Plan Elections

1. In General

Elections of benefits under each of the Constituent Plans must generally be made before the beginning of the Plan Year. Generally, except as explained below for the HSA, you may only make elections under the Flex Plan upon your initial eligibility, and these elections may only be made, changed, or revoked before and as of the beginning of the next Plan Year. Exceptions to this rule are explained in Sections IV.C. to IV.F. of the Plan. In particular, you should note that certain change in status events described in the Plan (such as those related to cost or coverage changes under a Constituent Plan) do not apply to the Health Care FSA.

2. Election Change Rules for the HSA

For the HSA, if you are an HSA-Eligible Employee, you may elect to increase (up to the applicable limits), decrease or revoke a pre-tax election at any time on a prospective basis. Accordingly, if you become ineligible for participation in the HSA, you may revoke your elections on a prospective basis.

H. Termination of Benefits and Coverage Under the Flex Plan

1. Termination of Employment/Cessation of Eligibility for Benefits

Your benefits and coverage under the Flex Plan, as well as your elections, will terminate upon your termination of employment, or, if earlier, the date you cease to be a Participant (such as if you change from full-time to part-time employment), subject to the exceptions explained below.

If you are rehired within the same Plan Year in which you terminate your employment, you may make a new benefit election for the remainder of that Plan Year unless you are reemployed within thirty (30) days of your date of termination. In that case, your prior election under the Flex Plan will be reinstated. The same rule applies if you otherwise cease participation during a Plan Year (such as due to a change from full-time to part-time employment) and are reinstated as eligible during the same Plan Year. A new election can be made unless you are reinstated as

eligible within thirty (30) days, in which case your old Flex Plan election is implemented. Of course, if you have any other intervening change in status event that would permit a change in election, you may always make a corresponding change.

Note that benefits under the Constituent Plans end immediately upon your termination of employment or at the end of the month in which your termination occurs. Please see Section IV.G. of the Plan for additional information regarding termination of benefits under the Constituent Plans.

2. Pre-Tax Premium Payment Feature

The Pre-Tax Premium Payment Feature will stop immediately upon your termination of employment or the date you cease to be a Participant (such as if you change from full-time to part-time employment). For any group health plans for which you are eligible, you (and any eligible qualified beneficiaries) may be eligible for continuation coverage rights under COBRA. These rights will be explained to you at that time. (Please note that the HSA is not subject to the COBRA continuation coverage rules.)

3. Health Care FSA

Pre-tax deductions for and coverage under the Health Care FSA will stop immediately upon your termination of employment or the date you cease to be a Participant (such as if you change from full-time to part-time employment). Qualified beneficiaries may be eligible to continue Health Care FSA coverage under the COBRA continuation coverage rules as described in Section II.K. below. Your Coverage Period under the Health Care FSA will end immediately after the last period for which coverage is otherwise paid (either through pre-tax salary reductions or COBRA continuation coverage requirements). Covered Expenses incurred before the end of that Coverage Period will remain eligible for reimbursement provided that your request for reimbursement is submitted by March 31 following the end of the Plan Year after your termination of employment.

4. Dependent Care FSA

Pre-tax deductions for and coverage under the Dependent Care FSA will stop immediately upon your termination of employment or the date you cease to be a Participant (such as if you change from full-time to part-time employment). You still may present claims for eligible dependent care Covered Expenses incurred during the Coverage Period and on or before the date on which you terminate employment or cease to be a Participant up to the amount then credited in your Dependent Care FSA. Covered Expenses for dependent care costs incurred before the end of your participation must be submitted by March 31 following the end of the Plan Year after your termination of employment or the date you ceased to be a Participant.

5. Leave of Absence

If you go on an approved paid leave of absence, you may continue to participate in the Constituent Plans in which you previously elected to participate. If you go on an approved unpaid leave of absence, you may continue to participate in the Constituent Plans in which you previously elected to participate, except that, if relevant to you, your participation in and deductions into the Dependent Care FSA will be suspended on the day the unpaid leave begins. Alternatively, if you go on an unpaid leave of absence, including an unpaid FMLA leave of absence, you may choose to revoke your existing elections for coverage under the Constituent Plans during the period of leave, and after your leave, elect to be reinstated on the same terms as before your leave.

If you experienced a permitted election change event, in connection with or during the period of absence, you may, upon returning to active employment, make a new election and Salary Reduction Agreement with respect to the Constituent Plans in accordance with the election change rules referred to in Section II.G. of this Summary.

If you decide to continue coverage under the Constituent Plans, other than the Dependent Care FSA, during an unpaid leave of absence, including an unpaid FMLA leave of absence, you will be required to contribute the advanced amounts upon your return from leave in the time and manner prescribed by the Plan Administrator or, if you do not return to active employment, to pay those amounts within 30 days of your termination date.

If you do not return to work after an approved leave, your coverage under the Constituent Plans will terminate. Your right to continued coverage under the Health Care FSA after terminating employment may be governed by the continuation coverage provisions of COBRA. See Section II.K. of this Summary for more information regarding COBRA.

6. Failure to Make Contributions to the Plan

If your pay for a payroll period is less than your pre-tax elections under all of the Constituent Plans, your pay will be used first to cover your pre-tax elections under the Pre-Tax Premium Payment Feature, then the Health Care FSA, then the HSA, and finally the Dependent Care FSA. You will continue to be covered under any Constituent Plan for which your pay did not cover the entire pre-tax election, for a period of up to sixty (60) days from the date of your non-payment of the required amount. Any such unpaid pre-tax elections will be deducted from your next payroll payment. In order to avoid termination of your coverage under any such Constituent Plan, you will also be permitted to make after-tax contributions to the Flex Plan in an amount equal to the unpaid pre-tax elections under the applicable Constituent Plan during the sixty (60) day period following your non-payment. If you fail to make such after-tax contributions, your coverage under the applicable Constituent Plan will terminate on the sixty-first (61st) day after your non-payment, and you will not be eligible to resume participation under the Constituent Plan for the remainder of the Plan Year.

I. Forfeiture of Unused Salary Reduction Amounts

It is very important that you estimate eligible expenses carefully when deciding how much to contribute to your Health Care FSA or to your Dependent Care FSA. Pursuant to IRS regulations, the amount you contribute must be fixed for the entire Coverage Period (unless you have a permitted election change event as otherwise described in the Plan document and SPD), and you must forfeit all unused funds remaining in each respective account at the end of the claims run out period following the end of each Coverage Period. The claims run out period is the period you have to submit claims for reimbursement of Covered Expenses, and ends on the March 31st of the following year after the end of the Coverage Period or, following the end of the Plan Year that you cease to be a Participant in the FlexPlan.

In other words, if you put more money into your Health Care FSA than you need to cover your eligible medical, dental and vision care expenses, or more money into your Dependent Care FSA than you need to cover your eligible dependent care expenses, you will lose the excess amount since the Flex Plan does not allow it to be returned to you or to be carried over for use in the future. You may not use the excess amount from one account toward eligible expenses in the other account. The Employer may use any forfeited amounts to defray costs of Plan administration.

J. How to Claim Reimbursement

Under the Health Care FSA and the Dependent Care FSA, you may complete and submit a claim for reimbursement (“Traditional Claims”) as more fully explained in section 2 below. Alternatively, you may use an electronic payment card (“Electronic Payment Card”) to pay the expense (except, under the Health Care HSA, for certain over-the-counter medicines or drugs as described below). To be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions of the Electronic Payment Card Program as explained below and any cardholder agreement outlining the terms and conditions under which the electronic payment card is issued (the “Cardholder Agreement”) including any fees applicable to participate in the program, limitations as to card usage, the Employer’s right to withhold and offset for ineligible claims, etc.

For the HSA, reimbursement and claims procedures are governed by the terms and conditions of the HSA.

The Pre-Tax Premium Payment Feature does not include a reimbursement feature as it simply is a way to pay for your Plan coverage premiums (such as premiums for medical, dental and vision coverage) on a pre-tax basis.

1. Special Rule for Over-The-Counter Medicines or Drugs

The Electronic Payment Card may not be used for reimbursement of over the counter (“OTC”) medicines or drugs that are prescribed, unless such prescription OTC medicines or drugs are purchased at a store that meets the 90% test. The 90% test means that 90% of a store’s gross receipts during the prior taxable year consist of items that qualify as expenses for medical care under Code Section 213(d). Purchases of OTC medicines or drugs at a store that does not satisfy the 90% test may only be reimbursed under the Health Care FSA using Traditional Paper Claims.

2. Traditional Claims

Under both the Health Care FSA and the Dependent Care FSA, in order to receive reimbursement for an eligible expense, you may either (i) send your original bill and proof of payment along with a claim form to the Claims Administrator, or (ii) submit a claim form online through the Claims Administrator’s website and upload or fax a copy of the original bill and proof of payment to the Claims Administrator at 877-767-8804. Once your claim has been processed, the Claims Administrator will make the reimbursement for approved claims as soon as administratively feasible.

With respect to the Dependent Care FSA only, if your claim is for an amount that is more than your current Dependent Care FSA balance, the excess part of the claim will be carried over into following months, to be paid out as soon as administratively feasible, as your account is credited with additional contributions.

You can request reimbursement for eligible expenses incurred during the Coverage Period until the March 31st of the following year after the end of the Coverage Period or the end of the Plan Year that you cease to be a Participant in the Flex Plan. Any amounts not used for reimbursements will be forfeited, as required by IRS regulations.

The original bill and proof of payment that you submit must indicate the following:

- a. The name of the provider performing the service
- b. The name of the person obtaining the service
- c. The date the expense was incurred
- d. The amount of the expense; and
- e. A general description of the service.

For reimbursement of OTC medicines or drugs that are Covered Expenses, you must provide the prescription (or a copy of the prescription or another item showing that a prescription for the item has been issued) and the customer receipt (or similar third-party documentation showing the date of the sale and the amount of the charge) to the Claims Administrator. For example, documentation could consist of a customer receipt issued by a pharmacy that reflects the date

of sale and the amount of the charge, along with a copy of the prescription; or it could consist of a customer receipt that identifies the name of the purchaser (or the name of the person for whom the prescription applies), the date and amount of the purchase and an Rx number.

3. Electronic Payment Card

The Electronic Payment Card allows you to pay for Covered Expenses at the time they are incurred. Here is how the Electronic Payment Card works.

- a. You must make an election to use the card. In order to be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions described herein and in the Cardholder Agreement, including any limitations as to card usage. The Cardholder Agreement is part of the terms and conditions of the Flex Plan and this Summary.
- b. You must certify proper use of the card. As specified in the Cardholder Agreement, you certify that the amounts in your account will only be used for Covered Expenses for which you have not been reimbursed for the expenses and that you will not seek reimbursement for the expenses from any other source. Failure to abide by this certification may result in a penalty and termination of card use privileges.
- c. You swipe the card at the provider like you do any other credit or debit card. When you incur a Covered Expense, you swipe the card at the provider's office or facility much like you would a typical credit or debit card. The provider is paid for the expense up to the maximum reimbursement amount available under the plan (or as otherwise limited by the Flex Plan) at that time you swipe the card.
- d. You must obtain and retain a receipt/third party statement each time you swipe the card. You must obtain a third party statement from the provider (e.g. receipt, invoice, etc.) that includes the following information each time you swipe the card:
 - i. The provider's name and the nature of the expense (e.g. what type of service or treatment was provided). If the expense is for a prescribed over the counter drug, the written statement must indicate the name of the drug;
 - ii. The date the expense was incurred; and
 - iii. The amount of the expense.

The IRS requires that Electronic Payment Card administrators perform periodic audits of purchases to confirm that only eligible items and services have been obtained. Therefore, you need to retain all itemized third party statements for purchases made with the Electronic Payment Cards, so that they are available upon request. Note that use of your Electronic

Payment Card may be suspended if documentation requested is not timely furnished. Note that transactions will have to be reversed if receipts are lost and cannot be submitted for audits. This may include withholding taxes from previously pre-taxed deductions.

- e. You must pay back any improperly paid claims. If you are unable to provide adequate or timely substantiation as requested by the Claims Administrator, you must repay the plan for the unsubstantiated expense. To the extent you fail to reimburse the plan, then the amount, including taxes, fines and penalties, may be withheld from your pay (as specified in the Cardholder Agreement) and as permitted by law.

Account balance(s) and debit card activity will be available via the website indicated on your Electronic Payment Card.

K. COBRA Continuation Coverage

This Section contains important information about your right to elect continuation coverage under the COBRA rules for the Health Care FSA. Section VII of the Plan describes the COBRA continuation coverage rights and responsibilities applicable to group health plans, including how to elect COBRA and how to contact the COBRA Administrator if you need more information. Those rules generally apply to the Health Care FSA subject to the exceptions described here.

In particular, if you are eligible for COBRA continuation coverage because of a qualifying event occurring during a Plan Year, the right to COBRA continuation coverage under the Health Care FSA will only last for the remainder of the Plan Year in which the qualifying event occurs and Section VII of the Plan is modified accordingly for the Health Care FSA.

Following a qualifying event, if you (or your eligible family members) do not timely elect to continue participation in the Health Care FSA pursuant to the COBRA continuation coverage rules, then you may only use the amounts credited to your Health Care FSA for the Plan Year to reimburse yourself for Covered Expenses that were incurred by you and your eligible family members before the qualifying event. In this case, Covered Expenses incurred before the qualifying event will remain eligible for reimbursement provided that your request for reimbursement is submitted by March 31 following the end of the Plan Year of the Plan Year following the date on which the Covered Expense is incurred.

L. Additional Information

1. Social Security Benefits

Your contributions to the Plan lower your taxable income which in turn reduces your current income taxes. You will pay less Social Security taxes based on your reduced taxable income. You should be aware that, as a result, your Social Security benefits may be reduced. This will depend upon several factors, including your current age, future pay levels and your current compensation. You should consult a qualified financial or tax advisor to determine how

participation in the Plan may affect your Social Security benefits.

2. Other Benefits

Any salary increases, disability and retirement benefits to which you may in the future become entitled will, generally, under current Plan provisions, all be calculated based on your gross salary, prior to any reduction created by a Salary Reduction Agreement.

III. GLOSSARY

“Claims Administrator” – Next Generation Enrollment (NGE)

“COBRA” – The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” - The Internal Revenue Code of 1986, as amended.

“Component Plan” – An individual benefit program comprised within the Plan.

“Constituent Plan” - The distinct and independent benefit plans which comprise the Flex Plan (the Pre-Tax Premium Payment Feature (also known as the cafeteria plan), the Health Care Flexible Spending Account (the “Health Care FSA”), the Dependent Care Flexible Spending Account (the “Dependent Care FSA”), and the Health Savings Account (the “HSA”).

“Coverage Period” - A Plan Year and, with respect to the Dependent Care FSA, the 2½ month grace period following the close of such Plan Year, as permitted under Code Section 125 and the regulations and other guidance issued thereunder, provided that if a Participant terminates employment or otherwise ceases to be a Participant, his or her Coverage Period shall expire, subject to the terms herein, upon the expiration of the period corresponding to the Participant’s contributions under the Plan.

“Covered Expenses” - are as follows for each Constituent Plan:

Pre-Tax Premium Payment Feature. With respect to the Pre-Tax Premium Payment Feature, Covered Expenses are the portion of insurance premiums or other costs of benefit coverage under the health plan, dental plan or vision plan that a Participant is required to pay as a condition of receiving benefit coverage for him/herself, or as a condition of receiving benefit coverage for his/her Eligible Dependent(s)) as the case may be.

Health Care FSA. With respect to the Health Care FSA, Covered Expenses are health care expenses (including expenses for vision or dental care), other than premium payments, incurred for, or on behalf of, you or your Eligible Dependent(s), that are not reimbursed by insurance or otherwise. Health care expenses must be of a type otherwise treated as a medical expense for Federal income tax purposes under Code Section 213(d) and incurred during the

Coverage Period. For example, many types of cosmetic surgery (including certain orthodontia) do not qualify as Covered Expenses.

Medicines or drugs are Covered Expenses only if the medicine or drug: (1) requires a prescription, (2) is an over-the-counter medicine or drug and the individual obtains a prescription, or (3) is insulin. This rule does not apply to medical expense items that are not medicines or drugs. Thus, equipment such as crutches, supplies such as bandages, and diagnostic devices such as blood sugar test kits will still qualify as Covered Expenses regardless of whether the items are purchased using a prescription.

Dependent Care FSA. With respect to the Dependent Care FSA, Covered Expenses are expenses incurred for the care of an Eligible Dependent, and incurred to enable you to work or look for work. In general, if you are married, your spouse must also work (or be looking for work), unless your spouse is disabled or a full-time student.

For dependent care expenses to be eligible Covered Expenses, they must satisfy the following requirements:

- a. The annual expenses must be less than your annual income, or, if you are married, the annual income of you or your spouse, whichever is lower.
- b. The expenses cannot be for fees paid to any of your children under age 19, or anyone whom you could legally claim as a dependent for Federal income tax purposes.
- c. If the expenses are for a child care center and it provides care for more than six children, the facility must comply with all applicable state and local regulations.
- d. Any expenses incurred for the care of a dependent outside of your home are not eligible unless the dependent regularly spends at least eight hours a day in your home.
- e. Your claim must include your name, address and taxpayer identification number of your dependent care provider (or other information acceptable to comply with federal reporting requirements).

HSA. With respect to the HSA, Covered Expenses are “qualified eligible medical expenses” as set forth in Code Section 223(d)(2). The HSA trustee/custodian will provide you with details regarding what expenses are “qualified medical expenses” under Code Section 223(d)(2).

“Eligible Dependent” – Any individual described in Section III.B.1 of the Plan (for purposes of the Pre-Tax Premium Payment Feature and the Health Care FSA) or Section III.B.2 of the Plan (for purposes of the Dependent Care FSA).

“Employee” – Any individual employed by the Employer.

“Employer” – Kroll Ontrack, LLC or any participating employer listed in Schedule A of this Summary.

“FMLA” – The Family and Medical Leave Act of 1993, as amended.

“FMLA Leave” – Any leave a Participant takes pursuant to the FMLA.

“HSA” – A health savings account within the meaning of Code Section 223.

“High Deductible Health Plan” or **“HDHP”** – A plan that is intended to qualify as a high deductible health plan under Code Section 223(c)(2), as described in materials provided separately by the Employer.

“HSA-Eligible Employee” – An Employee who is eligible to contribute to an HSA under Code Section 223 and who has elected High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan or other disqualifying coverage (such as the Health Care FSA).

“Participant” – Any Employee who is eligible to participate in the Plan as described in Section II.B. of this Summary and has elected to participate in one or more of the Constituent Plans in accordance with the provisions of the Plan and this Summary.

“Plan Administrator” – Kroll Ontrack, LLC

“Plan Year” – The calendar year.

“Salary Reduction Agreement” – A written agreement between the Employer and the Participant under which the Employer agrees to provide certain benefits to the Participant and the Participant agrees that his/her salary will be reduced amount by the Salary Reduction Amount. Once executed, the Salary Reduction Agreement is legally binding and irrevocable with respect to amounts earned while the Salary Reduction Agreement is in effect. (Of course, as described in Section II.G., elections may be changed, revoked or added to under limited circumstances.) The Salary Reduction Agreement may be in electronic form.

“Salary Reduction Amount” – The amount of salary reduction for the Plan Year (or other period) elected by the Participant. The maximum Salary Reduction Amount for a Participant is limited to the maximum Covered Expenses for the Participant under each Constituent Plan for the applicable Plan Year. The Salary Reduction Amount under the Pre-Tax Premium Payment Feature depends upon the cost of the coverage you elect under one or more Constituent Plans.

