

KROLL ONTRACK, LLC

**PLAN DOCUMENT/ SUMMARY PLAN DESCRIPTION FOR
EMPLOYEE LEGALSHIELD EXPENSEPLAN**

TABLE OF CONTENTS

	PAGE	
I	INTRODUCTION	2
II	GENERAL INFORMATION ABOUT THE PLAN	3
III	ELIGIBILITY AND PARTICIPATION	4
IV	FUNDING; CONTRIBUTIONS TO THE PLAN	4
V	SCOPE OF COVERAGE UNDER THE PLAN	4
VI	TERMINATION OF BENEFITS	14
VII	CONFIDENTIALITY, ETHICAL PROVISIONS & STATEMENT OF RIGHTS	15
VIII	PLAN FISCAL YEAR	16
IX	PROCEDURES FOR OBTAINING BENEFITS	16
X	DENIAL OF BENEFIT AND APPEAL PROCEDURES	16
XI	FUTURE OF THE PLAN	18
XII	ERISA RIGHTS	18

KROLL ONTRACK, LLC

PLAN DOCUMENT / SUMMARY PLAN DESCRIPTION

EMPLOYEE PREPAID LEGAL EXPENSE PLAN

Effective as of December 9, 2016

I. INTRODUCTION

Kroll Ontrack, LLC (the "Employer") has established the Kroll Ontrack, LLC LegalShield Plan (the "Plan") to provide personal legal service benefits to eligible Employees (and their spouses and dependents) of the Employer. This Plan Document/Summary Plan Description establishes and describes the terms and conditions of the Plan. The rules pertaining to eligibility, coverage, exclusions and limitations on coverage, and other rules pertaining to the Plan benefits, are set forth in the legal services membership contract (the "Plan Contract") issued by Pre-Paid Legal Services, Inc. d/b/a LegalShield ("LS").

The Plan Contract is incorporated herein by reference and, together with this Plan Document/Summary Plan Description, shall form the entire and complete Plan. The Plan Contract describes in detail the terms and conditions which will apply to LS's provision of benefits under the Plan, including the types of legal services covered by the Plan and any limitations and exclusions from coverage. In the event of any inconsistency between this Plan Document/Summary Plan Description, the terms of the Plan Contract will control. This Plan is intended to constitute an employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended.

This type of employee benefit plan is known as a LegalShield expense plan. It is an employee welfare benefit plan designed to provide access to legal services for specific benefits set out in the Plan Contract, including preventive legal services, trial defense services and other legal assistance at a reduced rate. The services are provided through a network of participating law firms selected in the discretion of LS. Lawyers in this network are called "Provider Attorneys." Plan benefits are provided under the Plan Contract issued by LegalShield, One Pre-Paid Way, Ada, Oklahoma 74820; 800.654.7757 (otherwise known as PPLSI -274. E (11/99)).

You are required to make a monthly contribution for this benefit; such payment will be deducted from your payroll. The Employer does not make any contributions to this Plan.

The Employer reserves the right to amend or terminate the Plan at any time, in its discretion. If the Plan is terminated, all covered services then in process will be handled according to the terms and conditions of the Plan Contract.

LegalShield reserves the exclusive right to modify the Plan Contract. No change in the Plan Contract shall be valid until approved by an officer of LegalShield, and unless such change is endorsed on or attached to the Plan Contract. No agent or sales associate has authority to

change the Plan Contract or to waive any of its provisions. Upon renewal of the Plan Contract, your Employer will be given thirty (30) days' prior notice in the event LegalShield amends the Plan Contract. The most recent Plan Contract, as it may be amended from time to time, is incorporated into and made a part of the Plan and the Plan Document/SPD. No representations, oral or otherwise, may change the terms of this Plan or the Plan Contract.

Upon enrollment in this Plan, a Plan Contract will be provided to you and you should read this Plan Contract carefully. If for some unforeseen reason a change is required in the plan contract, a revised contract will be mailed directly to the individual members.

The Plan does not constitute a contract of employment and participation in the Plan will not give any eligible employee the right to be retained in the service of any Employer nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

If you have any questions regarding the terms of the Plan or the explanations provided in this Plan Document/Summary Plan Description, you should contact the Plan Administrator.

II. GENERAL INFORMATION ABOUT THE PLAN

The Plan is known as a prepaid legal expense plan offered by your Employer through LegalShield. The Plan I. D. No. is **501**. The Plan Effective Date is December 9, 2016.

This Plan is sponsored by Kroll Ontrack, LLC, 8201 Greensboro Drive, Suite 717, McLean, VA 22102. The Employer's I. D. No. is 41-1521650.

The Plan is administered by Kroll Ontrack, LLC. Next Generation Enrollment Inc. is the contact; the mailing address is 455 Pettis Avenue, Ada, MI 49301. Your Benefits Center may be reached by phone 844-217-8215. The primary duties of the Plan Administrator are to administer the Plan, to prepare all necessary disclosure and reporting documents and submit them, as required, to appropriate governmental agencies, to provide the disclosure documents to Plan members. The Plan Administrator assists employees in understanding the terms of the benefits being offered, prepares payroll deductions and forwards all collected funds to LS in a timely fashion. Other duties include assisting employees in obtaining the full range of benefits offered under the Plan; and performing any other duties necessary to the effective administration of the Plan. The Employer is the named fiduciary of the Plan within the meaning of ERISA and is responsible for the administration and operation of the Plan. LegalShield shall be responsible for the review of adverse benefits determinations under the Plan and, for that purpose only, shall be a named fiduciary of the Plan within the meaning of ERISA.

The designated agent for service of legal process is Kroll Ontrack, LLC, c/o VP, Human Resources, 8201 Greensboro Drive, Suite 717, McLean, VA 22102.

III. ELIGIBILITY AND PARTICIPATION

Eligible Employees. You must be a full-time employee who is a resident of the United States to be eligible to participate in the Plan. Full time means active employees of the Employer who generally work at least 30 hours per week; independent contractors are not employees and are ineligible for this Plan. You must provide a valid Social Security number that will serve as your plan identification number. If you do not have an assigned number, you must obtain one before your enrollment in the Plan is accepted. Covered Persons under the Plan Contract include an eligible employee who is currently enrolled in the Plan and his or her eligible spouse and dependents, as described in the Plan Contract.

Entry Dates. You will become a member of the Plan on the date of enrollment and acceptance by LegalShield

IV. FUNDING; CONTRIBUTIONS TO THE PLAN

If you voluntarily choose to participate in the Plan, you will be required to make regular contributions to pay for the Plan benefits. The Employer does not make any contributions toward the cost of Plan benefits. The Employer will facilitate your elective contributions by deducting your contributions from your paycheck and remitting them to LS in accordance with the Plan Contract. No trust or other fund is maintained in connection with the Plan.

Under the Universal Membership Application and Plan Contract, each member is obligated, upon enrollment, to contribute at the rates listed below.

Legal Plan	\$15.75 per month
Family IDShield Plan	\$15.95 per month
Legal and IDShield Family Bundle	\$28.70 per month
Individual IDShield Plan	\$8.45 per month
Legal & IDShield Individual Bundle	\$24.20 per month

V. SCOPE OF COVERAGE UNDER THE PLAN

Following is a summary of Plan benefits. The terms and conditions of eligibility, coverage, exclusions and limitations on coverage, and the additional rules pertaining to the benefits of Covered Persons under the Plan, which are not otherwise set forth herein, are described in the Plan Contract which is incorporated in its entirety by reference.

Comprehensive Legal Service Plan

The LegalShield expense plan being offered to you incorporates a range of benefits that will help to protect you and your eligible family members by providing preventive legal services, trial defense services and other legal assistance at a reduced rate. A Provider Attorney network extends legal services to you. A Provider Attorney is the specific attorney or law firm under contract with LegalShield designated to answer your legal questions and handle matters covered by Plan Contract terms. The following summary is designed to accurately and briefly outline plan benefits being extended to you.

- A. Limitation of Actions. Any action, proceeding or dispute between the member and the member's employer, the member and LegalShield or its agents, the member and the provider attorney, or the member and any other party when such coverage is prohibited by law, is excluded from coverage under the membership contract.
- B. Unlimited Phone Consultations. You have unlimited toll-free access to your provider lawyer for personal or business legal matters during the Provider Attorney's regular businesshours.
- C. Attorney Intervention. With your membership you will receive one (1) phone call or letter from your provider firm per subject matter. You will receive one phone call or letter for up to two (2) business matters per membership year. Additional phone calls and letters for the same subject will be provided at a 25 % discount off your provider lawyer's standard hourly rate.
- D. Contract and Document Review. You can have an unlimited number of personal legal documents up to ten (10) pages each reviewed by your provider lawyer. You can have one (1) business legal document of ten (10) pages or less reviewed each membership year. Any such documents must name you as a contracting party. Your lawyer will analyze the documents and, when possible, suggest changes before you sign.
- E. Will Preparation. With your membership you and any Covered Person will be entitled to have a standard Will prepared. You and the Covered Person are entitled once each membership year to have the Provider Law Firm review your will and make any changes which are necessary. The Covered Person is responsible to request the annual review.
- F. Mortgage Document Assistance. The Named Member and the Named Member's spouse are entitled to have any and all mortgage loan documents prepared by the Provider Law Firm. Legal services under this benefit are available once each Membership Year (as defined in the General Provisions of the Plan Contract) for the Named Member's primary residence. The specific limitation on this benefit is that it does not include review of the Abstract and preparation of a Title Opinion, nor is a representative of the Provider Law Firm obligated to attend the closing. Real Estate fees or any category of settlement or closing costs are not covered by this provision of the prepaid legal services plan.
- G. Uncontested Separation. As the Named Member, you are entitled to representation by the Provider Law Firm for an uncontested legal separation or uncontested civil annulment in the state of your primary residence. Uncontested is defined as the circumstance where neither you nor your spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney.
- H. Uncontested Divorce. As the Named Member, you are entitled to representation by the Provider Law Firm for an uncontested divorce. The term uncontested is defined in the contract and there is a limit on the net marital assets that may be subject to

settlement and there must additionally be no division of retirement benefits. An uncontested matter may become contested as the matter progresses, in that event, and at the discretion of the Provider Attorney, the divorce will be handled at the discounted rate of 25% less than the standard hourly rate for the Provider Law Firm. Court costs and filing fees are the sole responsibility of the parties to the divorce action. Carefully read your copy of the Plan contract for exclusions and limitations related to this benefit area.

- I. Uncontested Adoption. You and any Covered Person are entitled to assistance with an uncontested adoption. All interested parties must agree in writing to the adoption before it will be considered uncontested. In the event of contest, the matter will be handled at a discount of 25% less than the standard hourly rate for the Provider Law Firm. Court costs and filing fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.
- J. Uncontested Name Change. You and any Covered Person as defined by the Plan contract are entitled to preparation by the Provider Law Firm of an uncontested name change petition. This benefit pays for preparation of name change documents and if required, the Provider Attorney will attend the initial hearing. You (or the Covered Person) are responsible for any and all court costs and fees. Publication of the notice of name change and preparatory work are available at the 25% discount hourly rate.
- K. Health Care Power of Attorney. You as the Named Member and your spouse are entitled to have a Health Care Power of Attorney prepared according to your instructions and which conforms to state law. The responsibility for execution of the document and storage is the sole responsibility of the member. This benefit entitles you to annual updates to the documents that were prepared.
- L. Directive to Physician. You and your spouse are entitled to have a Directive to Physician/Living Will prepared which conforms to state law. The responsibility for execution of the document and storage is the sole responsibility of the member. You are entitled to an annual update to the Directive/Living Will.
- M. Motor Vehicle Legal Expense Services. Under this provision the Plan, you will be entitled to representation for moving traffic violations and representation for certain motor vehicle related criminal charges. An attorney will provide up to 2.5 hours of help with driver's license problems and personal injury or property damage collection assistance of \$2,000 or less. However, there are specific exclusions that relate to pre-existing conditions as defined below, driving while impaired, hit-and-run charges or leaving the scene of an accident or where the Covered Person is driving without a valid operator's license. You should be aware of these and other exclusions that relate to this benefit Title and your Plan Contract should be read carefully.
- N. Trial Defense Services. A schedule of benefits and increases is available through the Plan Administrator and will accompany your copy of the Plan Contract. Your Provider Attorney will assist in the defense of civil suits and job-related criminal charges in district courts. The first membership year, you will be entitled to a maximum of 57.5

hours of trial time and 2.5 hours of pre-trial time.

You should read your Plan Contract carefully because specific Plan Contract exclusions prevent the defense of matters in which alcohol, drugs, chemical dependency or the use of medicines are a factor. Additionally, there is no trial defense of matters related to hit-and-run or leaving the scene of an accident charges, family law matters, class actions, accidents in which you are driving a commercial vehicle; nor will the Provider Attorney advance a frivolous or groundless law suit.

There are 10 specific exclusions to coverage of which you should be aware, which are listed below.

1. This Benefit does not cover defense of claims or charges relating to alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.
2. This Benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management, or association with a business, partnership, or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership, or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.
3. This Benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.
4. This Benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Trial Defense Services and IRS Audit Legal Services of this Contract.
5. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party are excluded.
6. Pre-existing Conditions are excluded under this Benefit. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.
7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.
8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this Benefit.
 10. This Benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.
- O. IRS Audit Legal Services. Scheduled benefits up to 50 hours of professional services from your Provider Attorney, including 3.5 hours of pre-trial time to respond to an Internal Revenue Audit notification are available to you under the Plan. Coverage includes the return due on April 15th of the first membership year. Defense of an audit will not cover certain complicating factors such as pre-existing conditions, fraud, business or corporate tax returns. Other exclusions apply and your Plan Contract provisions should be read carefully.
- P. Emergency Access. The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:
1. The Covered Person is detained by a Law Enforcement Officer.
 2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
 3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.
 4. The Covered Person is served with a warrant.
- Q. Other Legal Services. Any other legal services not otherwise covered or subject to specific exclusions by the Plan Contract are available at a 25 % discount from the Provider Attorney's standard hourly rate.
- R. Pre-existing Conditions. Pre-existing conditions under the terms of the Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's (member's and/or eligible household member's) enrollment. "Covered Person" is defined in section v below. Pre-existing conditions are also defined in relation to acts that give rise to the issuance of a citation for a moving violation, see Section r above. No claim will be honored if the traffic offense occurred, or is alleged to have occurred prior to fifteen (15) days after the effective date of the membership contract. (i.e. if your enrollment date is January 1; then traffic-related events that occurred during the period January 1-15

inclusive, will be considered pre-existing conditions.) In the event the citation related to the event is issued after the fifteen (15) day waiting period, this exclusion will govern any determination of pre-existing condition.

- S. General Exclusions. All acts or omissions otherwise giving rise to coverage are excluded if such acts or omissions were performed in the commission of any crime under any municipal ordinance or statute or federal statute, except as otherwise specifically provided for and covered under Motor Vehicle Legal Services and Trial Defense Services of this Contract. This exclusion does not apply to legal services provided under unlimited telephone consultations for personal or business questions or other covered legal services provided at a reduced rate of the Plan Contract.
- T. Specific Exclusions: The following items are specifically excluded and shall not be interpreted as included benefits:
 - 1. Fines, court costs, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change in circumstances.
 - 2. Any person or entity who initiates or participates in a lawsuit against LegalShield, or any of its subsidiaries shall be specifically excluded from receiving any of the benefits under any Provision of the Plan Contract, during the pendency of such lawsuit or until its resolution. And, any person or entity who is named as a defendant or respondent in a lawsuit initiated by LegalShield, or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any Provision of this Contract, during the pendency of such lawsuit or until its resolution.
- U. Non-Suit Amendment. A specific limitation on coverage that you should be aware of is that coverage under the Plan prohibits use of your benefits to bring any action or proceeding or raising any dispute against your employer. Nor can benefits be used to bring an action, proceeding or dispute against you and the Provider Attorney or you and your labor union or its management trust fund.
- V. Covered Person. Not everyone living in your household is covered by the terms of your Plan membership; your spouse, any unmarried and never-married children within certain age ranges are covered. Please read you Plan Contract carefully to note exclusions under this provision of the Plan Contract.

IDShield Plan

The IDShield Plan is available both to individual Members as well as to the Member's spouse and dependents, as applicable.

Identity Consultation Services

Covered Persons have unlimited access to identity consultation services provided by Kroll's Licensed Investigators (each, an "Investigator"). The Investigator will advise the Covered Person on best practices for identity management tailored to the member's specific situation and

should there be an identity theft event, the Investigator will recommend that a case be opened for restoration. Covered Persons will have access to member support agents 24/7/365 for emergency situations.

Investigators will be available to answer questions regarding ID theft and fraud issues from 7am to 7pm Central time, Monday through Friday, excluding major holidays. All Covered Persons are eligible to receive the following consultative services:

Privacy and Security Best Practices

- Consult on best practices for the use and protection of a consumer's Social Security number and Personal Identifying Information ("PII")
- Consult on current trends related to ID theft and fraud issues
- Discuss best practices for financial transactions
- Consult on best practices for consumer privacy
- Discuss tactics and best practices while shopping and communicating online
- Provide the knowledge to best protect the member from ID theft using their rights under federal and state laws
- Help Covered Persons interpret and analyze their credit reports
- Help Covered Persons take steps to reduce pre-approved credit card offers
- Consult with Covered Persons regarding a public record inquiry or background
- Consult on credit freezes
- Consult on common scams and schemes including email and social media

Event Driven Consultation Support

- Lost/stolen wallet assistance
- Data exposure and breach safeguards
- With the Covered Person's permission, facilitation of the placement of 90-day fraud security alerts with credit reporting agencies. If permission is not given, a list of contacts for placing fraud alerts will be provided

Alerts and Notifications

- Monthly identity theft updates to help educate and protect Covered Persons
- Data breach notifications delivered to Covered Persons

Identity Fraud Confirmation

- Social Security number fraud detection using a Social Security number skip trace technique and industry-unique database access afforded by the credentials of the Investigators to investigate the member's name and Social Security number to identify potentially fraudulent activity using:
 - Consultation and education on criminal and medical identity theft
 - Discovery and consultation on deceased and minor identity theft
 - Sex offender database searches

Consultation services are limited to the solutions, best practices, legislation, and established industry and organizational procedures in place in the United States and Canada as determined beneficial or productive by an Investigator.

Privacy Monitoring

- Black Market Website Surveillance (Internet Monitoring)
- Monitors global black market websites, internet relay chat (IRC) channels, chat rooms, peer-to-peer sharing networks, and social feeds for a Member's PII, to locate matches of the Member's:
 - Name
 - Date of birth
 - Social Security number
 - Emails (up to 10)
 - Phone numbers (up to 10)
 - Driver's license number
 - Passport number
 - Medical ID numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed immediately through the member dashboard on www.myidshield.com.

Address Change Verification

Keeps track of a personal mailing address and alerts when a change of address has been requested through the United States Postal Service. An initial baseline report of activity within the last 18 months is provided, and subsequent monitoring provides alerts whenever a new change of address request is made. The detail of the alert can be accessed immediately through the member dashboard on www.myidshield.com.

Security Monitoring

Black Market Website Surveillance (Internet Monitoring)

Monitors global black-market websites, internet relay chat (IRC) channels, chat rooms, peer-to-peer sharing networks, and social feeds for a Covered Person's PII, to locate matches of the Covered Person's:

- Social Security number
- Credit card numbers (up to 10)
- Bank account numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed immediately through the member dashboard on www.myidshield.com.

Court Records Monitoring

Detects criminal activity that may be associated with a Member's personal information, alerting them to signs of potential criminal identity theft. This service searches for online court records that match the member's name and date of birth from county courts, Department of Corrections (DOC), Administration of the Courts (AOC), and other legal agencies, totaling approximately 350 million criminal records. Court records are sourced from county, state and federal data sources. County records are sourced from the 250 most populous counties along with arrest records, court records, correctional records and State Department records. If an incident appears that is associated with the Covered Person's information, the Covered Person will be notified via alert.

Credit Monitoring

Covered Persons have access to continuous credit monitoring through TransUnion only. Monitoring can be accessed immediately by the member via the service portal dashboard. Credit activity will be reported promptly to the Covered Person via an email alert. Monitoring does not affect an individual's credit score nor does it appear as a hard inquiry on his or her credit report when accessed by a third party. The credit monitoring service will alert Covered Persons to activity up to and

including new delinquent accounts, fraud alerts, improved accounts, new accounts, new addresses, new bankruptcy, new employment, new account inquiry, and new public records.

Credit Inquiry Alerts

Covered Persons will be notified via email when a creditor requests their TransUnion credit file for the purposes of opening a new credit account. Alerts may also be triggered when a creditor requests a Covered Person's credit file for changes that would result in a new financial obligation, such as a new cell phone account, a lease for a new apartment, or even for an application for a new mortgage. Inquiry alerts can be helpful in determining when an identity thief is opening a new account without the Covered Person's authorization.

Credit Score Tracker

Covered Persons will receive a quarterly credit score from TransUnion that plots the Covered Person's score quarter by quarter on a graph. Upon enrollment, and quarterly thereafter, Covered Persons will be able to see how their credit scores have changed over time, along with score factors that provide insight into what events may have caused their specific credit score to change.

Payday Loan Monitoring

Alerts the Covered Persons when their personal information is associated with short-term, payday, or similar cash advance loans. The service monitors 21,000 online, rent-to-own, and payday lender storefronts for unauthorized activity. An initial report is provided and monitoring is provided on a monthly basis. An alert is generated whenever new loans or inquiries are detected.

Identity Restoration Licensed Investigators

Investigators perform the bulk of the restoration work required to restore a member's identity to pre-theft status. The following list outlines Kroll's typical identity restoration process. Please note that each case is unique and Investigators will typically address a variety of issues during a restoration case.

Within 1 business day of receiving a fully executed Limited Power of Attorney, a form which Kroll will provide, and copies of the Covered Person's Social Security card, driver's license, identity theft police report and most recent utility statement - complete with the Covered Person's current name and address - Kroll shall:

- Notify the Social Security Administration (SSA) and the Federal Trade Commission (FTC).
- The U.S. Postal Inspection Service will be notified as well in cases where there is evidence the U.S. Postal Service was used in connection with the suspected fraud
- Place/confirm that 90-day fraud security alerts have been placed with the three credit

bureaus

After receiving an executed Credit Authorization Form, a form which Kroll will provide, Kroll shall:

- Order a copy of the Covered Person's credit report
- Review the Covered Person's credit history and document if fraud includes items such as:
 - Public records: Liens, judgments, bankruptcies
 - New and/or derogatory credit accounts
 - Addresses
 - Prior employment
- Issue a fraud alert and notification of fraud dispute and work with affected financial institutions, collection agencies, check clearinghouse companies, landlords, property managers, and/or credit card companies, where warranted.
- Issue fraud victim statements and work with all three credit bureaus to restore credit accuracy and place seven-year fraud victim statements with the permission of the Covered Person.

Where warranted, Kroll will:

- Search victim's local county criminal data to detect criminal activity being committed in Covered Person's name
- Use the U.S. Criminal Records Indicator to search a wide variety of national criminal databases
- Search Covered Person's State Department of Corrections records, court records, and arrest logs from numerous states
- Perform a driver's license search using public records and commercially available data to find associated reports from numerous states
- Perform a Social Security trace to look for additional addresses that may be attached to the Covered Person's name
- Perform a death indicator search using public records and commercially available data sources to determine if the Covered Person has been reported as deceased for insurance fraud or other reasons
- Perform a check clearinghouse search to determine if Covered Person's name has been submitted as having been involved in fraudulent banking activities
- Notify the DMV and instruct Covered Person on proper procedures in dealing with the DMV
- Notify and work with creditors who have extended credit due to misuse of the Covered Person's identifying information
- Notify and work with the collection agencies of those creditors
- Notify and work with local and federal law enforcement personnel

If disputes are not resolved in a manner consistent with the Covered Person's legal rights, Kroll may escalate disputes to the appropriate government/regulatory agencies, including the:

- Federal Trade Commission
- Relevant State Attorney General's office(s)
- Consumer Financial Protection Bureau
- Association of Credit and Collection Professionals International
- Office of the Comptroller of the Currency

- Federal Reserve Bank
- Office of Thrift Supervision
- Office of the Inspector General

Kroll will also provide the additional assistance of investigators who can reasonably assist based on the Covered Person's specific issues.

In all cases, Kroll will provide:

- Follow-up credit reports
- Subscriber updates

Exclusions from Identity Theft Restoration Service - The following are excluded from the Services:

1. Legal Remedy - Any Stolen Identity Event where the Covered Person is unwilling or unable to prosecute or otherwise bring a civil or criminal claim against any person culpable or reasonably believed to be culpable for the fraud or its consequences.
2. Dishonest Acts - Any dishonest, criminal, malicious or fraudulent acts, if the Covered Person(s) that suffered the fraud personally participated in, directed or had knowledge of such acts.
3. Financial Loss - Any direct or indirect financial losses attributable to the Stolen Identity Event, including but not limited to, money stolen from a wallet, unauthorized purchases of retail goods or services online, by phone, mail or directly.
4. Pre-Existing Stolen Identity Event Limitations - Any circumstance wherein the Covered Person had knowledge of, or reasonably should have had knowledge of, a pre-existing Stolen Identity Event based on information provided to them prior to enrollment in the program.
5. Business - The theft or unauthorized or illegal use of any business name, trade name or any other method of identifying business (as distinguished from personal) activity.

Third Parties not Subject to U.S. or Canadian Law-Restoration services do not remediate issues with third parties not subject to United States or Canadian law that have been impacted by an individual's Stolen Identity Event, such as financial institutions, government agencies, and other entities.

P. TERMINATION OF BENEFITS; CONVERSION TO INDIVIDUAL CONTRACT

Coverage under the Plan will end according to the terms of the Plan Contract, or when you no longer meet the eligibility requirements, your payroll deductions are stopped for any reason or at the end of the Plan Year if you elect not to re-enroll for the next Plan Year. Under the Plan offered by your Employer through LegalShield, coverage will be suspended for failure of the designated company officer or Plan Administrator to forward all employee contributions to LS in a timely manner.

Individual employees become ineligible to continue their participation in the Plan upon termination of employment with the Employer, by moving to another state or by failure to supply a valid Social Security number, which serves as the membership identification number.

After termination of employment, you can elect to continue your membership by contacting LS to convert to an individual contract; termination of employment ends participation under the Plan sponsored by your former employer.

Q. **CONFIDENTIALITY, ETHICAL PROVISIONS & STATEMENT OF RIGHTS**

Confidentiality. The legal services provided under the Plan to a Covered Person shall be confidential. The Provider Attorney shall maintain confidentiality of the traditional lawyer-client relationship. The Employer shall not be informed about a Covered Person's legal matters or the services used by any Covered Person under the Plan. The Employer's access to information with respect to Plan usage shall be limited to the statistical information provided by LS in accordance with the Plan Contract as needed for orderly administration of the Plan.

Independent Judgment and Ethics. Neither the Employer nor LegalShield shall not interfere with a Provider Attorney's independent exercise of professional judgment when representing a Covered Person. All services provided by a Provider Attorney under the Plan shall be subject to ethical rules established by the courts and bar associations for lawyers. A Provider Attorney shall adhere to the rules of the Plan Contract, and shall not receive any direction or interference from the Employer. The Provider Attorney's relationship shall be exclusively with his client and not with LS, the Employer or the Plan.

Liability. The Plan and the Employer shall not be liable or responsible, in any manner whatsoever, for any acts or omissions of any Provider Attorney (or other attorney) including, without limitation, any misconduct or malpractice, or for any acts or omissions of LS or its employees or agents. The Employer shall make the Plan available to its eligible Employees but shall not be responsible to any Covered Person, in any respect whatsoever, for any legal services provided. A Covered Person shall have the right to file a complaint with the applicable state bar concerning the conduct of any Provider Attorney.

Covered Person's Right to Choose Attorney. A Covered Person shall have the right to retain, at his own expense, any attorney authorized to practice law in the applicable jurisdiction regardless of whether such attorney is a Provider Attorney. The Plan is thus not intended to restrict the right of any Covered Person to select, at any time, his own counsel at his own expense.

R. PLAN FISCAL YEAR

The Plan Year is the year that is used for purposes of maintaining the Plan's fiscal records. The "Plan Year" is the 12-month period commencing on January 1 and ending on December 31.

S. PROCEDURES FOR OBTAINING BENEFITS UNDER THE PLAN

How to Obtain Benefits under the Plan

LegalShield maintains a toll-free number, 800-654-7757 for member services, which is operational during the hours of 7 a.m. – 7 p.m. (Central Time) Monday through Friday.

Operators are available to explain contract terms, exclusions and limitations. If you are experiencing difficulty obtaining services under the Plan Contract or if you have a customer service grievance you can call this number for assistance in resolving disputes.

Comprehensive Group Legal Services Plan. A copy of the contract with printable cards attachment and a link to online member information including will questionnaires will be emailed to you following the processing of your membership application. From the date of enrollment, you have access to the provider attorney and can begin to use your services; phone calls are received during regular business hours.

T. DENIAL OF BENEFITS AND APPEAL PROCEDURES

The following Denial of Benefits and Appeal Procedures apply to you and to any other Covered Person, such as a spouse or dependent, who has obtained coverage through you.

Denials of Eligibility. When you contact LS for any service provided under the Plan, LS will make a determination regarding your eligibility using information that you provide or which is provided to LS by the Employer or the Provider Attorney. If LS denies your eligibility under the Plan, you will be entitled to a formal review and appeal of LS's denial. You must make a request for review and appeal, in writing, to LS within 60 days of your receipt of notice of the denial. You must send your request to:

LegalShield
Attn: Management Committee
P.O. Box 145
Ada, OK 74820

The request must state the reasons why you believe you are eligible to receive benefits under the Plan. Within 30 days of receipt of your request, LS will provide you with a written explanation of your eligibility status.

Notice of Denial of Access to Benefits Under the Plan

If your complaint involves a decision made by the provider attorney or other benefit providers for ID Theft, you can request that the attorney or benefits provider state in

writing the reasons for denial of services. A representative of LegalShield and the provider attorney or benefits provider will work together to resolve your dispute or complaint regarding coverage under the Plan.

Within 90 days of the initial denial of a benefit under the Plan, you will receive in writing a notice of denial of benefits. The notice will tell you:

1. the specific reasons benefits were denied;
2. refer to the specific provision of the Plan Contract on which the denial is based; describe any additional information you may need to provide or steps you
3. can take to assure full access to your benefits; and
4. instruct you how you should proceed if you want the decision to deny benefits reviewed

Review Procedure

You have the right to appeal the denial decision rendered by the provider attorney, benefits provider or LegalShield. You must request the review within 60 days after the receipt of the written notice of denial of benefits. You should send a written statement to the LegalShield Management Committee outlining your grievance within 60 days of your receipt of a written denial of services.

Direct your correspondence to LegalShield Management Committee, P.O. Box 145, Ada, OK 74820. You are entitled to a full and fair review of your initial request for benefits and review of the basis for the denial decision. You or your duly authorized representative may:

1. request review upon written application to the management committee;
2. review pertinent documents;
3. submit issues and comments in writing to the management committee.

You will receive a response from the management committee within forty-five (45) days from the time the dispute is submitted to the committee. The decision will be in writing and will give you specific reasons for the decision and will cite the Plan Contract provisions or legal basis for the decision. The decision rendered will be a final and binding decision.

You retain the right to file a complaint with the Bar Association in the state of your residence.

Complaints regarding how the Plan is administered, how payroll deductions are made, or disclosure of plan documents should be directed to your Employer or the designated Plan Administrator. Federal law may give you specific rights regarding how your benefit plan is administered. Please read part XI of this Summary Plan Description document.

Administration and Discretion in Decision Making.

LS will make all determinations, in its discretion, regarding attorneys' fees and what constitutes covered services under the Plan. LS reserves the unilateral right and authority, in its discretion, to make all decisions affecting the administration of the Plan including, without limitation, factual determinations, except for those rights which are expressly reserved to

the Employer under the Plan. Accordingly, questions regarding eligibility for coverage and benefits payable under the Plan will be made by LS according to the terms and conditions of the Plan Contract. LS reserves the discretionary authority to reconcile any discrepancy, resolve any conflict and supply any omission with respect to the administration of benefits under the Plan.

The Employer is the Plan Administrator and named fiduciary of the Plan within the meaning of ERISA and is responsible for the administration and operation of the Plan in that role. LS shall be responsible for determinations and decisions as described in the immediately preceding paragraph, including the review of adverse benefits determinations under the Plan, and, for all such purposes, shall be a named fiduciary of the Plan within the meaning of ERISA.

XI. FUTURE OF THE PLAN

Although the Employer intends to continue the Plan indefinitely, it reserves the right to terminate the Plan, replace the Plan with other plans, or modify the extent of its participation in the Plan at any time. If the Plan is amended or terminated, you may not receive the benefits described in the Summary Plan Description. The benefits may or may not be available to you under different conditions.

Additionally, the Employer reserves the right to terminate, modify, amend or change the nature of its affiliation with the LegalShield plan being offered through LS to its employees at any time and for any reason without prior consent or agreement of its employees.

LegalShield reserves the exclusive right to amend the Plan Contract. No change in the Plan Contract shall be valid until approved by an officer of LegalShield, and unless such change is endorsed on or attached to the Plan Contract. No agent or sales associate has authority to change the Plan Contract or to waive any of its provisions. Upon renewal your Employer will be given a Thirty- (30) day prior notice should there be any change or amendment to the Plan Contract.

XII. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA RIGHTS)

As a Participant in the prepaid legal expense benefit Plan being offered by your Employer through the program offered by LegalShield, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- (i). Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, if applicable, all plan documents, including insurance contracts, collective bargaining agreements, if applicable, and copies of all documents filed by the Plan with the U. S. Department of Labor, such as annual reports and plan descriptions;
- (ii). Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(iii). Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report; and

In addition to creating rights for Plan participants, ERISA imposes duties upon 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 employer, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan 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 Plan 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. 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.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U. S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.