October 7, 2025

MICHAEL QUARANTO
101 PARK AVE FL 12
NEW YORK, NY 10178-0002

RE: NOTIFICATION OF NEW VSP PLAN DOCUMENTS FOR INSTANT WEB, LLC DBA IWCO DIRECT

Enclosed are the new VSP Plan document and Evidence of Coverage booklet for the above-referenced group, both effective JANUARY 1, 2026.

This new document supersedes any existing document you have with VSP. If you have any questions concerning the new document, please call 800-216-6248, and a VSP representative will assist you. Please retain a copy for your records and forward the additional copy directly to the client.

Enclosures

VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670
CLIENT VISION CARE POLICY

Client Name	**INSTANT WEB, LLC DBA IWCO DIRECT**
Policy Number	**30043542**
State of Delivery	**MINNESOTA**
Effective Date	**JANUARY 1, 2026**
Policy Period	**FORTY-EIGHT (48) MONTHS**

In consideration of the statements and agreements contained in the Client Application, if applicable, and in consideration of payment by the Client of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Client Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

Dave Plevyak, Chief Financial Officer

Michael J. Guyette, Secretary

TABLE OF CONTENTS

TERM, RENEWAL AND TERMINATION.. 1

OBLIGATIONS OF VSP... 3

OBLIGATIONS OF CLIENT... 8

OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY.............................10

CONTINUATION OF COVERAGE...13

DISPUTE RESOLUTION... 15

NOTICES.. 16

STANDARD PROVISIONS.. 17

DEFINITIONS.. 21

ATTACHMENTS

EXHIBIT A

SCHEDULE OF BENEFITS.. 24

EXHIBIT B

SCHEDULE OF PREMIUMS... 30

SCHEDULE OF PREMIUMS... 31

EXHIBIT C

ADDITIONAL BENEFIT - SAFETY EYECARE.. 32

ADDITIONAL BENEFIT - ESSENTIAL MEDICAL EYE CARE.......................... 37

I.

TERM, RENEWAL AND TERMINATION

1.01. Term: *This Policy shall commence on the Effective Date noted on the front page of this Policy, and shall remain in effect for the Policy Period, also noted on the front page of this Policy.*

1.02. Renewal:

(a) VSP shall issue written renewal notice to Client at least sixty (60) days before the end of the Policy Period. If Client fails to accept the renewal terms and/or rates in writing prior to the end of the Policy Period, this Policy shall terminate at 11:59 p.m. on the last day of the Policy Period.

(b) If Client wishes to renew the Policy but acceptance of the renewal cannot be formalized before the end of the Policy Period, or if the parties continue to negotiate renewal terms after the Policy Period, Client may submit a written request to have the Policy renew on a temporary month- to- month basis under the expired contract terms, not to exceed six months, until Client's acceptance of the renewal is formalized in writing and a new Policy is issued. Once renewal is accepted, VSP reserves the right to bill Client retroactively at the renewal premium for the temporary month-to-month renewal period. During the temporary month to month period, either party may terminate the Policy by providing thirty (30) days advance written notice to other party.

1.03. Termination:

(a) If this policy is canceled, VSP will make a good faith effort to notify all covered persons of the cancellation at least 30 days before the effective cancellation date. This provision does not apply if the policy is replaced, or if VSP has reasonable evidence to indicate that it will be replaced, by a substantially similar policy.

(b) This Policy may be terminated by either the Client or VSP upon expiration of a Policy Period as set forth in paragraph 1.02.

(c) This Policy may also be terminated by VSP immediately upon written notice, if Client fails to:

(i) Pay premiums by the dates defined in paragraph 3.04.

(ii) Report a material change in accordance with paragraph 3.03.

(d) If Client terminates this Policy as of any date other than the end of the Policy Period, such termination will be treated by VSP as a breach by Client.

(e) If this Policy is terminated under paragraph 1.03(b) or (c), coverage is terminated and VSP is released from all obligations of this Policy, effective as of the termination date (except for preexisting obligations specifically set forth in Section 1.03 (e), below). Client will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Client would have paid for the remaining term of this Policy, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Client over the current term. Net premiums shall mean premiums paid by Client minus any applicable retention amounts and/or broker commissions. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

(f) If this Policy is terminated for any cause as stated in this section 1.03, VSP is not required to pay for services provided after such termination date, except for any outstanding, unexpired benefit that is authorized before termination, or any other claim obligations that arose prior to termination.

II.

OBLIGATIONS OF VSP

2.01. Coverage of Covered Person: *VSP will enroll for coverage, as directed by Client, each eligible Enrollee and his/her Eligible Dependents (if dependent coverage is provided), all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Client to complete, sign and forward to VSP a Client Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums.*

Following the enrollment of the Covered Persons, VSP will provide Client with an Evidence of Coverage for distribution to Covered Persons by Client. Such Evidence of Coverage and Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

2.02. Administration of Plan Benefits: *Through VSP Preferred Providers (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from, an Open Access Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A(s)) and when purchased by Client, the Additional Benefit Rider (Schedule C(s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. VSP Preferred Providers have agreed to accept payments for services with no additional billing to the Covered Person other than Copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider. Retail chains may not offer all Plan Benefits. Covered Person may contact VSP Preferred Provider for information describing vision care services and vision care materials offered.*

A Benefit Authorization must be obtained before a Covered Person can use Plan Benefits from a VSP Preferred Provider. When a Covered Person seeks Plan Benefits from a VSP Preferred Provider, the Covered Person must schedule an appointment and identify himself/herself as a VSP Covered Person so the VSP Preferred Provider can obtain a Benefit Authorization from VSP. VSP shall provide a Benefit Authorization to the VSP Preferred Provider to authorize the administration of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date and must be used by the Covered Person to obtain Plan Benefits prior to the date the Benefit Authorization expires. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Client and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Preferred Provider that payment will be made to VSP Preferred Provider, irrespective of a later loss of eligibility of the Covered Person, as long as Plan Benefits are utilized prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

2.03. Open Access Provider Services: *When Covered Persons elect to utilize the services of an Open Access Provider, benefit payments for services from such Open Access Provider will be determined according to the Plan's Open Access Provider benefit fee schedule if Open Access Provider reimbursement is available. COVERED PERSONS MAY BE LIABLE FOR MORE THAN THE COPAYMENT. The Open Access Provider may bill Covered Persons for that Provider's standard rates, regardless of the amount of VSP's Plan Benefits. If Covered Person is eligible for and obtains Plan Benefits from an Open Access Provider, Covered Person remains liable for the provider's full fee. Covered Person will be reimbursed by VSP in accordance with the Open Access Provider reimbursement schedule shown on the attached Schedule of Benefits (Exhibit A (s)) and Additional Benefit Rider (Schedule C(s)) (if purchased by Client), less any applicable Copayments.*

2.04. Information to Covered Persons*: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and instructions for use. A copy of this Policy shall be provided to Client and will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain information on VSP's Preferred Providers through VSP's website at www.vsp.com, VSP's Customer Care toll-free number (1-800-877-7195), or by written request. If Client supplies email addresses of Covered Persons to VSP, VSP may use the email addresses to communicate information to Covered Persons about their vision benefits.*

2.05. Confidentiality and Non-Disclosure Agreements *VSP and Client have delivered, or will deliver, upon execution and delivery of this Policy, certain information about the properties and operations of their respective businesses. VSP and Client, therefore, agree as follows:*

a) Definition of Confidential Information. *For purposes of this Policy, "Confidential Information" means any data and/or information, in any form, disclosed by the disclosing Party ("Discloser") to the receiving Party ("Recipient") either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is* *identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 2.05 of this Policy.*

b) Non-Disclosure and Non-Use of Confidential Information. *Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser's Confidential Information. Recipient shall carefully restrict access to Discloser's Confidential Information to only those of its and its Affiliates' officers, directors, employees, agents and representatives (collectively, "Representatives") who (i) clearly require such access in order to enable to perform their respective obligations under this Policy (ii) who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Policy, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Policy, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature but in no event using less than a reasonable degree of care. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.*

c) Return or Destruction of Confidential Information. *The Receiving Party, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Receiving Party may retain one set of* *such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Policy. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give*

Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

d) Injunctive Relief. *The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Policy may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each Party is in addition to the remedies otherwise available under this Policy or otherwise at law or equity.*

e) Survival: *The obligations laid down in this Section 2.05 shall continue and survive beyond the termination of this Policy.*

2.06. Urgent Vision Care: *When vision care is necessary for Urgent Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Preferred Provider or Open Access Provider, if Open Access benefits are available. Services for conditions of a medical nature are covered by VSP only under supplemental eyecare plans. If Client purchased one of these plans, such coverage will be evidenced in an Additional Benefit Rider (Schedule C). If Client has not purchased one of these plans, Covered Persons are not covered by VSP for such services and should contact a physician under Covered Persons' medical insurance plan for care.*

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call VSP's Customer Care toll-free number (1-800-877-7195) for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

2.07. **Coordination of Benefits***: Unless otherwise agreed to by Client and VSP, the following rules governing coordination of benefits shall apply. When VSP is the primary insurer, it will pay benefits according to the terms of this Policy, subject to any applicable state or federal codes, statutes or regulations. When VSP is the secondary insurer, it will coordinate those vision care services and materials that were considered by the primary insurer as allowable expenses. VSP will pay the lesser of:*

a) *The normal Plan Benefit, in the absence of other coverage, or*

b) *The remaining balance up to Covered Person's Plan Benefits, not to exceed the billed amount.*

III.

OBLIGATIONS OF CLIENT

3.01. Identification of Eligible Enrollees: *An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified by the Client, and in accordance with applicable state and federal law. Client shall provide VSP with required eligibility information, in a mutually agreed upon timeframe, format and medium, to identify all Enrollees who are eligible for coverage under this Policy.*

3.02. Adding Additional Dependents: *From time to time, new dependents of enrollees may be added to be covered by this Policy. Newborn infants will be eligible immediately from the moment of birth. For purposes of this paragraph, "newborn infants" includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth. Adoptive children will be eligible from the date of placement for adoption. Notification to VSP is not a condition for new dependent coverage; however, VSP shall be entitled to all premiums that would have been collected had the health carrier been aware of the additional dependent. VSP may reduce the health benefits owed to the insured, certificate holder, member, or subscriber by the amount of past due premiums applicable to the additional dependent.*

3.03. Retroactive Eligibility Terminations: *Retroactive eligibility changes are limited to covered persons when the client does not notify VSP in advance of the employee's voluntary or involuntary termination from employment, provided that the retroactive termination of coverage is effective no earlier than the end of the day of termination from employment. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.*

3.04. Change of Client Composition: *Client's percentage of Enrollees covered under the Policy as well as Client's contribution and eligibility requirements are factors used to determine rates and are considered material to VSP's obligations under this Policy. During the term of this Policy and in accordance with section 1.03, Client must provide VSP with written notification of any changes that will significantly impact utilization of the benefits, and such changes must be agreed upon by VSP. Nothing in this section shall limit Client's ability to add Enrollees or Eligible Dependents under the terms of this Policy. For purposes of this paragraph, Client may not reduce membership by more than fifty percent (50%) over a twenty-four (24) month period without VSP's written consent.*

3.05. <u>Payment of Premiums</u>: *Upon receipt of VSP's billing statement, Client shall remit to VSP the premiums as set forth in Exhibit B. The premiums set forth in Exhibit B shall remain in effect for the term of this Policy unless the Client requests a change in the Schedule of Benefits and/or Additional Benefits Rider (if purchased by Client), or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP. Client premium payments are due upon receipt of VSP's billing statement and shall become delinquent after thirty-one (31) days. If the premium payment remains unpaid the coverage may be cancelled, and the Client will be responsible for payment for all Plan Benefits provided to Covered Persons. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.*

3.06. <u>Distribution of Required Materials:</u> *Client shall provide to Enrollees any materials required by any regulatory authority, within the timeframe required under applicable law.*

3.07. <u>Communication Materials</u>: *Communication materials created by Client which relate to this Vision Care Policy may be submitted to VSP for review and approval. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Client's materials meet any applicable legal or regulatory requirements including, but not limited to, ERISA requirements. In the event of any dispute between the communication materials and this Policy, the provisions of this Policy shall prevail.*

3.08. <u>Converting to an Administrative Services Program</u> *In the event Client wishes to convert its method of funding from a fully insured Risk Program to a self-insured Administrative Services Program, Client shall establish an appropriate level of reserves as determined by VSP, prior to conversion. Upon conversion to an Administrative Services Program, all claims for vision care begun on and after the effective date of conversion will be paid through the Administrative Services Program.*

IV.

OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

4.01. **General**: *This Policy provides coverage for Client's Enrollees. If Client offers dependent coverage, this Policy will also cover Enrollees' Eligible Dependents. This Policy may be amended or terminated by agreement between VSP and Client without the consent or concurrence of Covered Persons. This Policy with any and all Exhibits and/or attachments constitutes the entire obligation of VSP to Covered Persons.*

4.02. **Copayments for Services Received**: *Any Copayments required under this Policy shall be the personal responsibility of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.*

4.03. **Obtaining Services from VSP Preferred Providers**: *To utilize Plan Benefits, Covered Persons must select a VSP Preferred Provider, schedule an appointment and inform the doctor's office that they are Covered Persons of VSP. The VSP Preferred Provider will contact VSP to obtain a Benefit Authorization. If a Covered Person receives Plan Benefits from a VSP Preferred Provider without a Benefit Authorization, any services or materials received from the doctor will be treated as benefits from an Open Access Provider. Retail chains may not offer all Plan Benefits. Covered Person may contact VSP Preferred Provider for information describing vision care services and vision care materials offered.*

4.04. **Open Access Provider Benefits**: *If required by state law, or if purchased by Client, this Policy provides Plan Benefits for services and materials received from Open Access Providers. Covered Persons may submit requests for reimbursement to VSP and VSP will pay available Plan Benefits to Covered Persons. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided.*

4.05. Complaints and Grievances: *Complaints and grievances may be submitted by Covered Persons to VSP in writing, by telephone, online or through Covered Persons' VSP Preferred Providers, as explained in the Evidence of Coverage for this Policy. VSP will resolve all complaints and grievances within thirty (30) calendar days following receipt unless special circumstances require an extension of time. Where such extension is required, VSP will resolve all complaints and grievances as soon as possible, but not later than one hundred twenty (120) calendar days after receipt. If VSP determines that a complaint or grievance cannot be resolved within thirty (30) calendar days, it will notify Covered Person of the expected resolution date. VSP will notify Covered Person in writing of the final resolution of all complaints and grievances.*

4.06. Claim Denial Appeals: *If a claim is denied in whole or in part, under the terms of this Policy, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.*

a) Initial Appeal: *All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. The Covered Person may review, during normal business hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal .*

b) Second Level Appeal: *If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to VSP within sixty (60) calendar days after receipt of VSP's response to the initial appeal. VSP shall communicate its final determination to Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. VSP's communication to the Covered Person shall include the specific reasons for the determination.*

c) Other Remedies: *When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation. Additional information is available from the U. S. Department of Labor or the insurance regulatory agency for Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C.1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in* *those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and Covered Person disagrees with the outcome of such appeals.*

4.07. <u>Time of Action</u>: *No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) calendar days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.*

4.08. <u>Insurance Fraud</u>*: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.*

V.
CONTINUATION OF COVERAGE

5.01. COBRA: *If, and only to the extent, COBRA applies to the parties to this Policy, VSP shall make the required COBRA continuation coverage available to Covered Persons in accordance with the provisions of COBRA.*

5.02. Replacement Coverage: *VSP reserves the right to offer replacement VSP coverage to individuals whose previous VSP coverage has terminated or is subject to termination. Any such offer of replacement coverage shall be separate and distinct from, and not in lieu of, any COBRA-required offer of continuation coverage.*

An enrollee, who is voluntarily or involuntarily terminated or laid off from employment, if the policy, remains in force for active employees of the insured, can elect to continue the coverage for the enrollee and eligible dependents. In such situations, VSP will provide the instructions necessary to enable the enrollee to elect continuation of coverage upon request.

5.03. **Termination Of Or Layoff From Employment:** *An enrollee, who is voluntarily or involuntarily terminated or laid off from employment, if the policy, remains in force for active employees of the Client, can elect to continue the coverage for the enrollee and eligible dependents. In such situations, VSP will provide the instructions necessary to enable the enrollee to elect continuation of coverage upon request. Every enrollee electing to continue coverage shall pay the former employer, on a monthly basis, the cost of the continued coverage. Upon request, VSP will provide the enrollee written verification of the cost of this coverage promptly at the time of eligibility for this coverage and at any time during the continuation period. The enrollee shall be eligible to continue the coverage until the enrollee becomes covered under another group health plan, or for a period of 18 months after the termination of or lay off from employment, whichever is shorter.*

5.04 Continuation Privilege:

(a) Current Spouse and Eligible Dependents*: Enrollee's spouse and eligible dependents may elect to continue coverage when the Enrollee becomes enrolled for benefits under Title XVIII of the Social Security Act (Medicare.) Eligible dependents may elect to continue coverage when they cease to be eligible under the generally applicable requirement of this Policy. Coverage under this subsection (a) may be continued until the earlier of the following dates:*

i) *the date coverage would otherwise terminate under this Policy;*

ii) *36 months after continuation by the spouse or eligible dependent was elected; or*

iii) *The spouse or eligible dependent become covered under another group health plan.*

Upon request, VSP will provide instructions necessary to enable current spouse or eligible dependent to continue coverage.

(b) Former Spouse And Eligible Dependents*: This Policy permits continuation of coverage for the Enrollee's former spouse and eligible dependents upon entry of valid decree of dissolution of marriage. The coverage shall be continued until the earlier of the following dates:*

i) *the date the Enrollee's former spouse becomes covered under any other group health plan; or*

ii) *the date coverage would otherwise terminate under the policy.*

Upon request, VSP will provide instructions necessary to enable the former spouse or eligible dependent to continue coverage.

VI.

DISPUTE RESOLUTION

6.01. Dispute Resolution: *VSP and Client agree that all disputes arising out of or relating to this Policy shall be resolved, wherever possible, through mediation. When such negotiation is not successful, both parties agree to try in good faith to settle disputes by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. All efforts shall be made by both parties to avoid litigation or other dispute resolution procedures.*

6.02. Choice of Law: *If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of Delivery of this Policy shall be the applicable law.*

VII.

NOTICES

7.01. <u>Notices</u>*:* *Any notices required under this Policy to either Client or VSP shall be in written format. Notices sent to the Client will be sent to the address or email address shown on the Client's Application unless otherwise directed by Client. Notices to VSP shall be sent to the address shown on the front page of this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.*

VIII.
STANDARD PROVISIONS

8.01. Entire Agreement: *This Policy, the Client Application, the Evidence of Coverage, and all Exhibits and attachments hereto, constitute the entire agreement of the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to this Policy must be mutually agreed upon by both VSP and Client. No agent has the authority to change this Policy or waive any of its provisions. All statements made by the client on behalf of the insured, shall, in the absence of fraud, be deemed representations and not warranties, and that no such statement shall be used in defense to a claim under the policy, unless it is contained in the written application. Communication materials prepared by Client for distribution to Enrollees do not constitute a part of this Policy.*

8.02. Master Policy: *VSP will issue a master policy to the client; and shall also issue to the client for delivery to the Covered Persons an individual Evidence of Coverage setting forth a statement as to the insurance protection to which the Covered Person is entitled and to whom payable, together with a statement as to when and where the master policy, or a copy thereof, may be seen for inspection by the Covered Person.*

8.03. Time Limit on Certain Defenses: *After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the Client in the application for such policy shall be used to void the policy or to deny a claim for loss incurred (as defined in the Policy) commencing after the expiration of such two year period.*

8.04. New Insureds: *From time to time, new employees of the Client eligible to and applying for insurance in that group or class may be added to be covered by this Policy.*

8.05. Grace Period: *Unless, not less than thirty-one (31) days prior to the premium due date VSP has delivered to the Client, or has mailed to the Client's last address as shown by the records of VSP, written notice of its intention not to renew this Policy beyond the period for which the premium has been accepted, a grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium.*

8.06. Reinstatement: *If a renewal premium is not paid before the expiration of the period granted for the Client to make the payment, a subsequent acceptance of the premium by VSP or any agent authorized by VSP to accept the premium, without requiring in connection with the acceptance an application for reinstatement, reinstates the Policy. However, if VSP or its authorized agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated on approval of the application by VSP or, if the application is not approved on the 45th day after the date of the conditional receipt, unless VSP before that date, has notified the Client in writing of VSP's disapproval of the application. The Client and VSP have the same rights under the reinstated Policy as they had* *under the Policy before the due date of the defaulted premium, subject to any provisions endorsed in the Policy or attached to the Policy in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not previously been paid, but not to any period more than sixty (60) days before the date of reinstatement.*

8.07. Indemnity*: VSP agrees to indemnify, defend and hold harmless Client, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Client agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Client, its officers, agents or employees to perform any of the duties or responsibilities specified herein.*

8.08. Proof of Loss: *Written proof of loss shall be furnished to VSP within 365 days after the date of the loss. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided. Failure to submit a claim within the time required does not invalidate or reduce the claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than 1 year from the time the claim is otherwise required.*

A proof of loss should include the Covered Person's name, member identification number, date of birth, the date the services were rendered and/or materials provided, the amounts paid for each service or material and the doctor's name. Also, include copies of any invoices or receipts Covered Person received from the doctor for the services or materials. Mail proof of loss to VSP at the following address:

VSP
P. O. Box 997105
Sacramento, CA 95899-7105

8.09 Notice of Claim: *Written notice of claim must be given to VSP within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the VSP at:*

VSP

P. O. Box 997105

Sacramento, CA 95899-7105

Or to any authorized agent of VSP, with information sufficient to identify the insured, shall be deemed notice to the insurer.

8.10 Claim Forms: *VSP upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.*

8.11 Time of Payment of Claims*: Indemnities payable under this Policy for any loss will be paid immediately upon receipt of due written proof of loss. .*

8.12. Change of Beneficiary: *The right to change of beneficiary is reserved to the covered person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.*

8.13. Physical Examinations and Autopsy:*VSP at its own expense shall have the right and opportunity to examine the person of the covered person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.*

8.14. Payment of Claims*: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the covered person. Any other accrued indemnities unpaid at the covered person's death may, at the option of VSP, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the covered person.*

8.15. Liability: *VSP arranges for the provision of vision care services and materials through agreements with VSP Preferred Providers. VSP Preferred Providers are independent contractors and are responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Client be liable to each other for the negligence, wrongful acts or omissions of any doctor, non-VSP owned laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.*

8.16. Assignment: *Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.*

8.17. Severability: *Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.*

8.18. Governing Law: *This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.*

8.19. Gender: *All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.*

8.20. Equal Opportunity: *VSP is an Equal Opportunity and Affirmative Action employer.*

IX.

DEFINITIONS

The key terms in this Policy are defined:

9.01. <u>ADDITIONAL BENEFIT RIDER</u>: *The document, attached as Exhibit C to this Policy (when purchased by Client), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Client in conjunction with a Plan Benefit offered under Exhibit A.*

9.02. <u>ADMINISTRATIVE SERVICES PROGRAM</u>: *A self-insured vision care plan whereby Client pays VSP for the Plan Benefits in addition to a monthly administrative fee.*

9.03 <u>ASSIGNMENT OF BENEFITS:</u> *A written order signed by a Covered Person eighteen (18) years of age or older and included with each claim, directing VSP to pay available Plan Benefits to a named Open Access Provider.*

9.04. <u>BENEFIT AUTHORIZATION</u>: *A process used to confirm eligibility of an individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.*

9.05. <u>CLIENT</u>: *An employer who contracts with VSP to provide coverage under this Policy for its Enrollees and their Eligible Dependents.*

9.06. <u>CLIENT APPLICATION</u>: *The form signed by an authorized representative of the Client to apply for Enrollee coverage under this Policy.*

9.07. <u>COBRA:</u> *The Consolidated Omnibus Budget Reconciliation Act of 1985.*

9.08. <u>COMPLAINTS AND GRIEVANCES</u>: *Disagreements regarding access to care, quality of care, treatment or service.*

9.09. <u>CONFIDENTIAL MATTER</u>: *All confidential information concerning the medical, personal, financial or business affairs of Covered Persons acquired by VSP in the course of providing Plan Benefits hereunder.*

9.10. <u>COORDINATION OF BENEFITS</u>: *A procedure which allows more than one insurance plan to consider a Covered Person's vision care claims for payment or reimbursement.*

9.11. <u>COPAYMENTS</u>: *Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.*

9.12. <u>COVERED PERSON</u>: *An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.*

9.13. <u>ELIGIBLE DEPENDENT</u>: *Any dependent of an Enrollee who meets the criteria for eligibility established by Client, if such dependent coverage is provided. (See Eligibility Section of Exhibit A and/or Exhibit C).*

9.14. <u>ENROLLEE</u>: *An employee or member of Client who meets the criteria for eligibility established by Client.*

9.15. <u>EVIDENCE OF COVERAGE ("EOC"):</u> *A summary of the provisions of this Policy, prepared by VSP and provided to Client for distribution to Enrollees by Client.*

9.16. <u>OPEN ACCESS PROVIDER</u>: *Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.*

9.17. <u>PLAN or PLAN BENEFITS</u>: *The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.*

9.18. <u>POLICY PERIOD</u>: *The length of time this Policy is in effect, as shown on the front page of this Policy.*

9.19. <u>RENEWAL DATE</u>: *The date when this Policy shall renew or terminate if proper notice is given.*

9.20. <u>RETENTION</u>: *VSP's administrative fee deducted from net premiums paid by Client.*

9.21. <u>RISK PROGRAM</u>: *A fully insured vision care plan whereby VSP will calculate a rate per Enrollee to cover the cost of claims incurred and administrative costs. Under the arrangement, VSP assumes the risk of utilization exceeding the rate per Enrollee over the full Policy Term.*

9.22. <u>SCHEDULE OF BENEFITS</u>: *The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.*

9.23. SCHEDULE OF PREMIUMS: *The document, attached as Exhibit B to this Policy, which defines the payments a Client is obligated to pay to VSP on behalf of a Covered Person to entitle him/her to Plan Benefits.*

9.24. STATE OF DELIVERY: *The State in which this Policy is being issued, delivered or renewed.*

9.25. TERMINATION: *Cancellation of the Policy as stated in Article I.*

9.26. URGENT CONDITION*: A condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.*

9.27. VISION CARE POLICY or POLICY*: The Policy issued by VSP to a Client, under which the Client's Enrollees or members, and their Eligible Dependents, are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy. The Policy includes any and all Exhibits and/or attachments thereto.*

9.28. VSP PREFERRED PROVIDER*: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide Plan Benefits to Covered Persons of VSP.*

EXHIBIT A

VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF BENEFITS
VSP Choice Plan®

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- *Enrollee*
- *Legal Spouse of Enrollee*
- *Any child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible. A child also includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.*

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS
VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of $15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Enhancements, if covered under this Plan, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, below.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**
Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to the end of the month in which they turn age 26.

Standard Progressive Lenses covered in full.

FRAMES - Covered up to the Plan allowance* once every 24 months**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

CONTACT LENSES

ELECTIVE
Elective Contact Lenses (materials only) are covered up to $150.00 once every 12 months**

*The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a $60.00 Copayment.*

NECESSARY
Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

**Less any applicable Copayment.*

***beginning with the first day of the Benefit Period.*

LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to $1000.00*

**Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.*

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

1. *Services and/or materials not specifically included in this Schedule as covered Plan Benefits.*
2. *Plano lenses (lenses with refractive correction of less than ± .50 diopter), except as specifically allowed under the LightCare enhancement, if purchased by Client.*
3. *Two pair of glasses instead of bifocals.*
4. *Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.*
5. *Orthoptics or vision training and any associated supplemental testing.*
6. *Medical or surgical treatment of the eyes.*
7. *Contact lens insurance policies or service agreements.*
8. *Refitting of contact lenses after the initial (90-day) fitting period.*
9. *Contact lens modification, polishing or cleaning.*
10. *Local, state and/or federal taxes, except where VSP is required by law to pay.*
11. *Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology*

PLAN BENEFITS
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of $15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EYE EXAMINATION: Up to $ 45.00* once every 12 months**
Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES: Up to $ 30.00-100.00* once every 12 months**
Spectacle *Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular) including Lens Enhancements (if purchased by Client).*

FRAMES: Covered up to $ 70.00* once every 24 months**

CONTACT LENSES

Elective
Elective Contact Lenses are covered up to $105.00 once every 12 months**

Necessary
Necessary Contact Lenses are covered up to $210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

**Less any applicable Copayment.*

***beginning with the first day of the Benefit Period.*

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: *Up to $125.00*.*

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: *75% of Open Access Provider's fee, up to $1000.00**

**Maximum benefit for all Low Vision services and materials is $1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.*

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

EXCLUSIONS AND LIMITATIONS OF BENEFITS
OPEN ACCESS PROVIDERS

1. *Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.*
2. *Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider or an Affiliate Provider.*
3. *There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.*
4. *VSP is unable to require Open Access Providers to adhere to VSP's quality standards.*

EXHIBIT B

VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF PREMIUMS
VSP Choice Plan
COBRA

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

$	*3.87*	*per month for each eligible Enrollee without dependents*
$	*8.70*	*per month for each eligible Enrollee with an eligible spouse*
$	*9.39*	*per month for each eligible Enrollee with eligible child(ren)*
$	*15.27*	*per month for each eligible Enrollee with eligible spouse and child(ren)*

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

EXHIBIT B

VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF PREMIUMS
VSP Choice Plan with VSP Safety EyeCare Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

$	*5.23*	*per month for each eligible Enrollee without dependents*
$	*10.09*	*per month for each eligible Enrollee with an eligible spouse*
$	*10.79*	*per month for each eligible Enrollee with eligible child(ren)*
$	*16.70*	*per month for each eligible Enrollee with eligible spouse and child(ren)*

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

EXHIBIT C

VISION SERVICE PLAN INSURANCE COMPANY
ADDITIONAL BENEFIT RIDER
SAFETY EYECARE PLAN

GENERAL

This Rider lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated and forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The Enrollee shall be the Covered Person under this Plan.

COVERED PERSONS WHO REQUIRE SAFETY EYEWEAR DUE TO THE NATURE OF THEIR WORK SHALL BE ELIGIBLE FOR THE SAFETY EYECARE PLAN.

PLAN BENEFITS
VSP NETWORK PROVIDERS

COPAYMENT

There shall be no Copayment payable by the Covered Person at the time services are rendered.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION*: Covered in full* once every 12 months***
A Limited Level supplemental vision analysis of the eyes and related structures which addresses the specific visual needs relative to safety eyewear

LENSES: *Covered in full* once every 12 months***
Lenses (Single, Lines Bifocal, Lined Trifocal or Lenticular)

FRAMES: *Covered up to the Plan allowance* once every 24 months***

VSP Preferred Providers shall ensure that lenses and frames provided under the Safety EyeCare Plan meet all current standards established by the American National Standards Institute (ANSI).

LENS OPTIONS
*Polycarbonate Lenses covered in full once every 12 months***
*Progressive Lenses-Covered in full once every 12 months***

*Less any applicable Copayment.
** beginning with the first day of the Benefit Period.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame and lens brand availability from their VSP Network Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

- *Services and/or materials not specifically included in this Rider as covered Plan Benefits.*
- *Plano lenses (lenses with refractive correction of less than ± .50 diopter).*
- *Two pair of glasses instead of bifocals.*
- *Replacement of lenses and frames furnished under this plan which are lost or broken, except at the normal intervals when Plan Benefits are otherwise available.*
- *Orthoptics or vision training and any associated supplemental testing.*
- *Medical or surgical treatment of the eyes.*
- *Contact lenses, contact lens services, contact lens insurance policies or service agreements*
- *Replacement of lost or damaged contact lenses.*
- *Refitting of contact lenses.*
- *Contact lens modification, polishing or cleaning.*
- *Local, state and/or federal taxes, except where VSP is required by law to pay.*
- *Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.*
- *Examinations above a Limited Level unless the Covered Person is not eligible for an eye examination under the Schedule of Benefits associated with this Plan, has received an eye examination from another VSP Network Provider during the same eligibility period, or has received an eye examination during the preceding 6 months from a practitioner in the same VSP Network Provider's office that will be providing the Safety EyeCare examination.*
- *Rimless frames.*
- *No coordination of benefits.*
- *No dependent coverage.*
- *Everyday eyewear lenses instead of safety materials.*

REIMBURSEMENT SCHEDULE
OPEN ACCESS PROVIDERS

COPAYMENT

There shall be no Copayment payable by the Covered Person at the time services are rendered.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: *Up to $8.00* once every 12 months***
A Limited Level supplemental vision analysis of the eyes and related structures which addresses the specific visual needs relative to safety eyewear.

LENSES - *Up to $ 35.00 - $ 90.00 once every 12 months***

Lenses including Lens Enhancements, (if purchased by Client).

FRAMES: *Covered up to $25.00* once every 24 months***

**Less any applicable Copayment.*
*** beginning with the first day of the Benefit Period.*

EXCLUSIONS AND LIMITATIONS

1. *Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.*
2. *Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider.*
3. *There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.*
4. *VSP is unable to require Open Access Providers to adhere to VSP's quality standards or to ensure that lenses and frames secured from Open Access Providers adhere to ANSI standards.*

EXHIBIT C

VISION SERVICE PLAN INSURANCE COMPANY
ADDITIONAL BENEFIT RIDER
SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE

GENERAL

The Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Essential Medical Eye Care benefit is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the benefit, eye care professionals provide treatment and services for urgent ocular emergencies as well as the management of chronic systemic diseases that manifest in the eyes. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- *Enrollee*
- *Legal Spouse of Enrollee*
- *Any child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible. A child also includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.*

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Essential Medical Eye Care benefits are available to Covered Persons only after covered benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered benefits include specific medical eye care procedure codes when appropriate for the optometric scope of licensure as well as the current laws, rules and regulations as determined by the State and Federal Government.

OBTAINING SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine available benefits and how to obtain medical plan benefits.

The eye care provider should first submit a claim to Covered Person's group medical plan when participating in the medical plan's network. Any amounts not paid by the primary medical plan may then be considered for payment by VSP. This process is referred to as Coordination of Benefits ("COB"). Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, or when a VSP Preferred Provider does not participate with Covered Person's group medical plan, the Supplemental Essential Medical Eye Care provides plan benefits as follows:

1. *Covered Person contacts VSP Preferred Provider and makes an appointment.*

2. *Covered Person pays any applicable Copayment at the time Supplemental Essential Medical Eye Care services are rendered and amounts for any additional services not covered by the Plan.*

PLAN BENEFITS - VSP PREFERRED PROVIDERS
COVERED SERVICES

Medical Eye Examinations: *Covered in Full after a Copayment of $20.00.*

Urgent/Emergency Care* and Special Ophthalmological Services:** *Covered in Full*

**Urgent/Emergency Care refers to VSP covered services for an emergency medical eye condition including, but not limited to eye infections, foreign body and abrasions, ocular injuries, and chemical exposure to the eye or eyelid.*

***Special Ophthalmological Services refer to eye care services that are problem-focused and involve medical decision-making. Special ophthalmological services go beyond general services and relate to the diagnosis, evaluation, treatment, and management of ocular conditions.*

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to the Client upon request.

NOT COVERED

1. *Eyeglasses or contact lenses.*
2. *General anesthesia surgical procedures.*
3. *Preoperative or postoperative surgical procedures.*
4. *Inpatient hospital services.*
5. *Services provided for refractive diagnoses that are part of the Covered Person's routine vision care coverage.*
6. *Prescription medication or supplies of any type.*
7. *Local, state and/or federal taxes, except where VSP is required by law to pay.*
8. *Services and/or materials not specifically included in this Rider as covered Plan Benefits.*

PLAN BENEFITS - OPEN ACCESS PROVIDERS

An eye care professional that is an Open Access Provider may require Covered Person to pay for all services in full at the time of the visit. Covered Person may then submit a claim to VSP for reimbursement.

COVERED SERVICES

Eye Examinations, Urgent/Emergency Care, and Special Ophthalmological Services: *Covered up to $300.00 less any applicable Copayment amount; based on coverage limits for the specific medical eye care service and state service was received.*

EXCLUSIONS AND LIMITATIONS OF BENEFITS

1. *Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.*
2. *There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services in full.*
3. *VSP is unable to require Open Access Providers to adhere to VSP's quality standards.*