

NOTICE OF NEW JERSEY TEMPORARY DISABILITY BENEFITS

This notice outlines the Private Plan of Temporary Disability Benefits established in accordance with the Temporary Disability Benefits Law of the State of New Jersey as it applied to disabilities commencing on or after the Effective Date. The benefits are provided under the Group Policy designated below, which is issued by AETNA LIFE INSURANCE COMPANY to the Policyholder.

BENEFITS: If an Eligible Employee, while insured under the Group Policy, becomes disabled due to sickness or accident so as to be totally unable to perform the duties of the individual's employment, benefits shall be payable at a daily rate of one-seventh of the Weekly Benefit with respect to the date Benefits Commence, and each day thereafter that such disability continues, but not in excess of the Maximum Benefit Period for any one period of disability. Successive period of disability separated by not more than fourteen days will be considered one period of disability, unless the subsequent disability is due to a sickness or accident entirely unrelated to the causes of the previous disability and commences after the employee has returned to work with a Participant Employer.

For the purpose of determining the Weekly Benefit,

- (a) (1) Average weekly earnings means that the amount derived by dividing the employee's total earnings from the employee's most recent covered employer during the base weeks in the 8 calendar weeks immediately preceding the calendar week in which the period of disability commenced, by the number of such base weeks;
- (2) If the computation in (1) above yields a result which is less than the employee's average weekly earnings in employment with the employee's most recent covered employer during the base weeks in such 8 calendar weeks, then the average weekly wage will be computed on the basis of earnings from all covered employers during the base weeks in the 8 calendar weeks immediately preceding the week in which the period of disability commenced.
- (3) If the computations in paragraphs (1) and (2) yields an amount less than the individual's average weekly earnings, upon written request by the individual, earnings will be computed on the basis of earnings from all covered employers during the base weeks in the prior 26 weeks preceding the week in which the disability commenced.
- (b) A base week is any calendar week during which the employee earned, in employment from a covered employer, remuneration equal to not less than 20 times the State minimum wage in effect on October 1 of the previous calendar year raised to the next higher multiple of \$1.00 if not already a multiple thereof.

Eligible Employees are covered under the Private Plan, when they are in the employment of a Participant Employer, and for the first two weeks after termination of employment prior to subsequent employment covered by the Law.

EFFECTIVE DATE: **January 1, 2018** **GROUP POLICY NO.:** **GS-473706-291**

POLICYHOLDER: **DIGITAL RISK LLC**

PARTICIPANT EMPLOYER: **Digital Risk LLC**

ELIGIBLE EMPLOYEES: Employees whose service with a Participant Employer is considered "employment" within the meaning of the New Jersey Unemployment Compensation Law, except:

(a) Employees exempt from the New Jersey Temporary Disability Benefits Law.

(b) Members of Union Employees of Workers Union Local 423.

EMPLOYEE CONTRIBUTION: **None**

Will not exceed the contribution described in the "Maximum Employee Contribution" section of this Notice.

DAY BENEFITS COMMENCE: **8th day of a period of disability due to accident;**

8th day of a period of disability due to sickness;

Except that if benefits are payable for three consecutive weeks, benefits shall also be payable with respect to days of disability which would not otherwise be payable because of the above limitations.

MAXIMUM BENEFIT PERIOD: **The lesser of 26 times the weekly benefit amount or 1/3 total wages in base year.**

WEEKLY BENEFIT: **66 2/3% of the employee's average weekly earnings at commencement of disability, but not more than \$637.00.**

The Weekly Benefit or the benefit for a fractional part of a week, if not a multiple of \$1.00, will be taken to the next higher \$1.00.

This paragraph does not apply to any period or periods with respect to which benefits are limited to Guaranteed Minimum Benefits.

LIMITATIONS:

- (a) For the first seven consecutive days of each period of disability; except that if benefits shall be payable for three consecutive weeks with respect to any period of disability, then benefits shall also be payable with respect to the first seven days thereof;
- (b) The maximum benefit does not exceed the lesser of 26 times the weekly benefit amount or 1/3 total wages in base year;
- (c) No benefit shall be paid for any period of disability which commences prior to the date the employee becomes insured under the Group Policy;
- (d) No benefit shall be paid for any period during which the claimant is not under the care of a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife, or chiropractor, who when requested by the division, shall certify within the scope of the practitioner's practice, the disability of the claimant, the probable duration thereof, and where applicable, the medical facts within the scope of the practitioner's knowledge;
- (e) Not applicable.
- (f) No benefit shall be paid for any period of disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the claimant of a crime of the first, second, third, or fourth degree, or for any period during which a covered individual would be disqualified for unemployment compensation benefits for a gross misconduct under subsection (b) of R.S.43:21-5;
- (g) No benefit shall be paid for any period during which the employee performs any work for remuneration or profit;
- (h) No benefit shall be payable to any person in a weekly amount which together with any remuneration the individual continues to receive from the individual's employer would exceed the individual's regular weekly wages immediately prior to disability;
- (i) No benefit shall be paid for any period during which, because of a labor dispute, there exists a stoppage of work which would disqualify the employee for unemployment compensation benefits under the New Jersey Unemployment Compensation Law, unless the period of disability commenced prior to such disqualification and there shall be no other cause of disqualification or ineligibility to receive disability benefits.

No individual shall be an insured employee entitled to benefits under the Group Policy unless he has established at least "20 base weeks" of employment in covered New Jersey employment or have earned \$8,500 or more in covered New Jersey employment during the "base year" period.

*A "base week" is a calendar week in which a claimant had covered New Jersey earnings of \$169 or more OR any week (up to 13 weeks) in which they were separated from employment due to a declared state of emergency during the base year. The "base year" is the 52 calendar weeks preceding the week in which the period of disability began.

No benefit shall be paid for any period which is compensable under any unemployment compensation or similar law or under any disability or cash sickness benefit or similar law; except that benefits will be reduced by the amount of benefits paid concurrently under another state's disability law or under Federal Maritime law.

No benefits shall be required or paid for any period with respect to which benefits, other than permanent partial or permanent total disability previously incurred, are paid or payable on account of the disability of the covered individual under any worker's compensation law, occupational disease law, or similar legislation of New Jersey or any other state or federal government, except that:

1. when a covered individual's claim for compensation for temporary disability, under the provisions of subsection a. of R.S.34:15-12, is contested, and thereby delayed, and the covered individual is otherwise eligible for benefits under this chapter, the covered individual shall be paid the benefits provided herein until and unless the covered individual receives compensation under subsection R.S.34:15-12.
2. In the event that worker's compensation benefits, other than benefits for permanent partial or permanent total disability previously incurred, are subsequently awarded for weeks that have been covered by this plan, the plan shall be entitled to be subrogated to such covered individual's rights to the extent of the amount of disability payments made hereunder; and
3. If there is a settlement of a worker's compensation claim pursuant to R.S.34:15-20 in an amount less than that to which the covered individual would be entitled as disability benefits under the "New Jersey Temporary Disability Benefits Law," for the same illness or injury, the covered individual shall be entitled to disability benefits for the period of disability, reduced by the amount of the settlement received under R.S.34:15-20. The plan seeking to recover any amount of disability benefit payments from a worker's compensation award shall be required to demonstrate that the recovery is in compliance with the provisions of this section.

Disability benefits otherwise required under the "New Jersey Temporary Disability Benefits Law" shall be reduced by the amount paid concurrently under any governmental or private retirement, pension, or permanent disability benefit or allowance program to which the most recent employer contributed on his behalf.

GUARANTEED MINIMUM BENEFITS: The Group Policy provides that with respect to any period of disability which commences while the employer is insured under the Group Policy and with respect to which the benefits provided by the other terms of the Group Policy are less, either as to amount or as to duration, that the Guaranteed Minimum Benefits with respect to such period of disability, the benefits under the Group Policy will be increased sufficiently, both as to amount and as to duration, to provide the Guaranteed Minimum Benefits with respect to such period of disability. Guaranteed Minimum Benefits means the benefits which, if no Private Plans were involved, the employee would be entitled to receive with respect to the period or periods concerned in accordance with, and subject to all of the limitations and restrictions of, the New Jersey Temporary Disability Benefits Law and the applicable regulations lawfully in effect under said Law, but taking into account - to the extent not in conflict with the New Jersey Temporary Disability Benefits Law and the applicable regulations lawfully in effect under said Law - all coverage under the Private Plans or portions thereof not insured by the Group Policy under which the employee is simultaneously covered and entitled to benefits.

PROOF OF CLAIM: Written notice of disability must be submitted to Aetna within 30 days after the date in which the disability occurred. Failure to give notice of loss shall not invalidate nor reduce any claim if notice was given as soon as reasonably possible. Any necessary claim forms required for filing a claim will be furnished by Aetna upon receipt of notice of loss. If the person making claim does not receive the claim forms before the expiration of 15 days after Aetna receives notice of any claim, the person making such claim shall be deemed to have complied with the requirements of the plan for filing proof of loss upon written proof covering the occurrence, character and extent of the loss for which claim is made.

All benefits provided in the Group Policy will be paid upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made. Affirmative proof of claim must be furnished to Aetna before the expiration of ninety days after the termination of the period with respect to which claim is made. Failure to furnish proof within the time provided in the Group Policy shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof within such time and that such proof was furnished as soon as was reasonably possible.

Aetna shall have the right and opportunity to examine the person whose sickness or accident is the basis of claim when and so often as it may reasonably require during pendency of claim hereunder, but not more often than once a week.

No action at law or in equity shall be brought to recover on the Group Policy prior to the expiration of sixty days after proof of claim has been filed in accordance with the requirements of the Group Policy, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Group Policy. This paragraph does not affect in any way any employee's right of appeal under the New Jersey Temporary Disability Benefits Law.

If an employee claiming benefits under the Group Policy disagrees as to the benefits there under, such employee may, within one year after the beginning of the period for which benefits are claimed, file an appeal with the Department of Labor and Workforce Development. An appeal must be submitted in writing to Disability Benefits Service, Private Plans Compliance Section, New Jersey Department of Labor and Workforce Development, P.O. Box 957, Trenton, NJ 08625-0957 or overnight delivery 1 John Fitch Plaza, Trenton, NJ 08611.

PAYMENT OF CLAIM: Subject to due proof of claim, benefits will be paid to the employee weekly during any period for which benefits are payable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

In any event, however, if an employee is a minor or is, in the opinion of Aetna, legally incapable of giving a valid receipt and discharge for any benefit payment, or if any benefit remains unpaid at the death of the employee, Aetna shall have the option, unless claim has been made by a duly appointed guardian or committee of the employee (if the employee is living) or by a duly appointed executor or administrator of the estate of the employee (if the employee is not living), of paying the whole or any part of such benefit to any one or more of the following relatives of the employee: spouse, child or children, mother, father, brother or brothers, sister or sisters. Payment made in accordance with the terms of this paragraph shall be a complete discharge of Aetna's obligations to the extent of such payment, and Aetna shall not be obliged to see to the application of any payment so made.

The term "spouse" shall include a Civil Union partner as defined by New Jersey State Law. In addition, if applicable, any references under this Certificate made to "marriage", "husband", "wife", "family", "immediate family", "dependent", "next of kin", "widow", "widower", "widowed" or another word which in a specific context denotes a marital or spousal relationship, the same shall include a Civil Union. In addition, a same sex relationship entered into outside of New Jersey which is valid under the law of another state or foreign nation that provides substantially all of the rights and benefits of marriage, shall be valid in New Jersey.

MULTIPLE EMPLOYMENT: If an individual is in the employ of or connected with two or more Participant Employers, the individual will not be eligible for multiple coverage under the Group Policy, but will be treated the same as if the individual were in the employ of or connected with a single Participant Employer, the amount of benefits for which any such individual shall be eligible will under no circumstances exceed the amount which would apply if all of the Participant Employers with which the individual is employed or connected were a single Participant Employer and if the aggregate of the remuneration being paid to the individual by all such Participant Employers were being paid to the individual by a single Participant Employer.

TERMINATION OF AN EMPLOYEE'S INSURANCE. The insurance of an employee shall terminate at the earliest to occur of the applicable times provided for below:

- (a) The insurance of an employee shall terminate upon termination of the individual's employment. Cessation of active work shall be deemed termination of employment, except that if an employee is on an authorized leave of absence with pay, employment shall be deemed to continue while the employee continues to be a New Jersey employee of the individual's Participant Employer.
- (b) The insurance of an employee shall terminate when the individual ceases to be within the classes of employees eligible for insurance under the Group Policy.
- (c) In the event that the Group Policy is discontinued with respect to all or any class or classes of employees of any Participant Employer, the insurance of an employee of such Employer affected by such discontinuance shall terminate upon such discontinuance.

Any termination of insurance shall be without prejudice to any claim with respect to an event insured against by the Group Policy which occurred while insurance was in force for the employee involved before the effective date of the termination of insurance.

EXTENDED INSURANCE. If an employee's insurance terminates by reason of termination of employment, and if such termination occurs prior to the expiration of two weeks following the last day for which earnings shall have been payable to the employee by an Participant Employer, insurance for the employee, limited to Guaranteed Minimum Benefits as provided in the Group Policy, shall be extended without payment of premiums, for any remaining portion of such two week period, but not after the date the employee becomes employed by another employer subject to the New Jersey Temporary Disability Benefits Law. Any discontinuance of the Group Policy occurring after this section has become operative as to an employee shall not operate to deprive that employee of the benefit of this section.

MISSTATEMENTS: If any relevant facts pertaining to an individual to whom insurance under the Group Policy relates are found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts will be used in determining whether insurance is in force under the terms of the Group Policy and in what amount.

THE BENEFITS DESCRIBED HEREIN ARE SUBJECT TO THE PROVISIONS OF THE GROUP POLICY.

THIS NOTICE SUPERSEDES ALL CERTIFICATES, NOTICES, AND ANNOUNCEMENTS PREVIOUSLY ISSUED UNDER THE PRIVATE PLAN.

The Aetna logo, consisting of the word "aetna" in a bold, lowercase, sans-serif font with a registered trademark symbol.

AETNA LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to be "Michael J. ..." with a stylized flourish at the end.

Chairman, Chief Executive Officer and President