

Miscellaneous Legal Notices for Bertelsmann Employee Protection Plan Benefits

Please read the following Notices which apply to the Bertelsmann Employee Protection Plan (“BEPP”) Benefits Program.

Health Insurance Portability and Accountability Act (HIPAA) Special Enrollment Notice

If you decline enrollment for yourself or your eligible dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in BEPP Benefits if:

- you or your eligible dependents lose eligibility for that other coverage;
- you or your eligible dependents exhaust COBRA coverage;
- your or your eligible dependent’s employer stops contributing toward your or your dependents’ other coverage; or
- you gain a new dependent as a result of marriage, birth, adoption or placement for adoption.

However, you must request enrollment within 30 days.

You have 60 days to enroll in the Plan or enroll your eligible dependents if you or your eligible dependents:

- Loses Medicaid or Children’s Health Insurance Program (CHIP) coverage because you are no longer eligible; or
- Becomes eligible for a state’s premium assistance program under Medicaid or CHIP.

To request special enrollment or obtain more information, contact your Human Resources or Benefits Department.

Newborns’ Act Disclosure

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

Women’s Health and Cancer Rights Act Notice

The BEPP Benefits, as required by the Women’s Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. You can contact your medical plan for more information. Please contact your Human Resources or Benefits Department for assistance.

Designation of Primary Care Physician/OB-GYN

Some of the medical coverage options available through the BEPP may require or allow you to designate a primary care provider. You have the right to designate any primary care provider who participates in your medical option’s network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. Until you make this designation, the administrator of the BEPP coverage option you selected might designate one for you. For information on how to select a primary care provider, and for

a list of the participating primary care providers, contact the Human Resources Department or Benefits Department.

You do not need prior authorization from the BEPP, the administrator of your medical coverage, or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in your option's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Human Resources Department or Benefits Department.

Please note that only the Kaiser Permanente options require designation of a Primary Care Physician.

Health Insurance Portability and Accountability Act (HIPAA) Privacy Practices

The BEPP is required by law to take responsible steps to ensure that any part of the Plan that provides or pays the cost of health care safeguards the privacy of your personally identifiable health information, or "Protected Health Information".

The BEPP maintains a Notice of Privacy Practices that provides information to individuals whose protected health information (PHI) will be used or maintained by the Plan. If you would like a copy of the Plan's Notice of Privacy Practices, please contact your Human Resources or Benefits Department.

Important information about the Health Savings Account

By enrolling in the Health Savings Account, you agree and acknowledge the following Terms & Conditions:

- I am eligible to open a health savings account. I am a U.S. citizen or tax resident with a valid U.S. street address, and I am of legal age to enter into an agreement in my state of residence. I request to open a new Fidelity HSA® with Fidelity Brokerage Services LLC ("Fidelity") for which Fidelity Personal Trust Company, FSB will serve as custodian. I understand that this request will be processed as soon as administratively feasible upon Fidelity's receipt of required information. A Fidelity HSA opened through this Simple HSA Service will accept contributions and allow me to request distributions, but will otherwise be restricted, including the ability to place trades, designate beneficiaries, and indicate my communication preferences, until I go to Fidelity's website and provide additional information that is accepted by Fidelity. I agree to promptly go to Fidelity's NetBenefits website to provide additional information and activate other account features upon receiving Fidelity's confirmation that my account was established. If I already have a Fidelity HSA or open a full service Fidelity HSA right away, notwithstanding my election below, my request to open a Fidelity HSA through this Simple HSA Service shall be disregarded. I authorize my employer to disclose information about me to Fidelity as needed to open my account. I have provided my employer with current and accurate information about me and agree to promptly update Fidelity with changes thereto. Fidelity may communicate with me based on this information, including electronically such as to my employer email address.
- I can access, retain, have read, understand and agree to be bound by these terms and the [Fidelity HSA Documents \(https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/customer-agreement-hsa.pdf\)](https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/customer-agreement-hsa.pdf), the [Electronic Delivery Agreement \(https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/fidelity/electronic-delivery-agreement.pdf\)](https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/fidelity/electronic-delivery-agreement.pdf) and the [Terms and Conditions \(https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/hsa-terms-and-conditions.pdf\)](https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/hsa-terms-and-conditions.pdf). I have internet access and a web-browser that is Java-script enabled. I can access documents provided in HyperText Markup Language (HTML), Portable Document Format (PDF) or other

compatible formats. If I do not have the ability to access or retain these documents, or do not consent to receive them electronically, I will contact Fidelity at **800-544-3716** for a free paper copy. By proceeding I confirm my device is equipped to access these documents.

- My name, legal address, date of birth, and government issued identification number are required by federal law to verify my identity. Fidelity may not open, or may restrict and/or close my Fidelity HSA if it cannot obtain and verify information to confirm my identity. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed.
- I agree to notify Fidelity if I am employed by or associated with a broker-dealer, stock exchange, exchange member firm, the Financial Industry Regulatory Authority (FINRA) or a municipal securities dealer. Absent such notice from me, I represent and warrant to Fidelity that this does not apply. If I am so affiliated, I understand that Fidelity must obtain consent and report my trading activity and other account data to my employer or other affiliated company. I understand that my account will continue to be restricted until such consent is received by Fidelity.
- I agree to notify Fidelity if I am, or an immediate family/household member is, a director, corporate officer, or 10% shareholder of a publicly held company or a control person of a public traded company under SEC Rule 144. Absent such notice from me, I represent and warrant to Fidelity that this does not apply.
- Contributions to my Fidelity HSA will be deposited into the FDIC-Insured Deposit Sweep position at one or more Program Banks assigned to this account from the HSA Program Bank List provided in the Fidelity HSA Documents above, and such Program Banks may change between the time I request this account and the HSA is actually opened.
- **I acknowledge that the Fidelity HSA is governed by a pre-dispute arbitration clause, which appears on the last page of the HSA Brokerage Customer Agreement in the Fidelity HSA Documents accessible above, and which I represent having read and agreed to.**