THE RIGHT WAY PLAN

THE RIGHT WAY Work- Injury Summary Plan Description

AND

THE RIGHT WAY DISPUTE RESOLUTION PLAN

NOTICE TO ENGLISH SPEAKING EMPLOYEES: This booklet contains a summary in English of your plan rights and benefits under the Employee Injury Benefit Plan. If you have difficulty understanding any part of this booklet, or would like a Spanish version of this booklet, contact your supervisor.

AVISO a los EMPLEADOS de habla ESPAÑOLA: Este folleto está escrito en Inglés. Sin embargo, está disponible en español. Si desea una copia de este folleto escrito en español, por favor pregunte a su supervisor o al dueño de la tienda.

ESTE FOLLETO CONTIENE UN ACUERDO DE COTIDIANA.

THIS PLAN INCLUDES A MANDATORY BINDING ARBITRATION AGREEMENT

Dear McDonald's Employee:

Your Employer does not have workers' compensation insurance coverage and you are not eligible to receive workers' compensation benefits under the Texas Workers' Compensation Act. However, your Employer has established and maintains a separate non-fringe, occupational injury plan for certain wage replacement and medical benefits to Employees Injured in the Course and Scope of their employment for Employer

Working together with its employees, your Employer strives to provide a safe environment for our customers and our employees. Your cooperation and assistance are required to assure the workplace is safe and free of hazards and any unsafe condition. However, we all know accidents on the job can happen from time to time. When they do, we want our employees to receive prompt and professional medical treatment. We also want to provide our employees a paycheck if they are unable to return to work after a work-injury. With these goals in mind, your employer has developed and now updated an occupational injury plan called **The RIGHT Way Work Injury Plan**. **This updated Plan is effective for all on-the-job injuries that occur on or after May 1, 2004 or such later date specified in the Adoption Agreement.**

We also understand issues and disputes can arise in the workplace. We want to be sure you know exactly what process to follow if you need some help to get an issue or dispute resolved in a way that is **fair and fast.** That's why we've developed and now updated a program called **The RIGHT Way Dispute Resolution Plan. This updated Plan is also effective May 1, 2004 or such later date specified in the Adoption Agreement**. This Program does not take away your legal rights - it only changes the method for resolving disputes related to work-related injury from a long, expensive and unpleasant lawsuit to **a process that lets you and your employer resolve your differences together in a timely and objective manner.**

THE RIGHT WAY PLAN INCLUDES A MANDATORY POLICY REQUIRING ANY "COVERED CLAIM" AS DEFINED IN THE RIGHT WAY DISPUTE RESOLUTION PLAN (WHICH INCLUDES CLAIMS OR DISPUTES IN ANY WAY RELATING TO (A) THE RIGHT WAY PLAN, (B) AN OCCUPATIONAL INJURY OR ILLNESS, (C) AN ACCIDENT OR INJURY, AND/OR (D) DEATH CAUSED BY AN OCCUPATIONAL INJURY OR ILLNESS OR AN ACCIDENT OR INJURY) BE RESOLVED THROUGH BINDING ARBITRATION TO THE EXTENT AND IN THE MANNER DESCRIBED IN THE RIGHT WAY DISPUTE RESOLUTION PLAN.

Sincerely,

Your McDonald's Owner/Operator

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WORK-INJURY PLAN DETAIL

INTRODUCTION

Your Employer does not have workers' compensation insurance coverage for its Texas Employees pursuant to the Texas Workers' Compensation Act and established The RIGHT Way Plan that includes The RIGHT Way Work-Injury Plan and The RIGHT Way Dispute Resolution Plan (hereinafter collectively referred to as the "PLAN" or the "The RIGHT Way Plan") The RIGHT Way Work-Injury Plan is a non-fringe, employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended ("ERlSA"). The provisions of The RIGHT Way Work-Injury apply solely to an Employee who suffers an Injury (as defined herein) on or after The Right Way Plan's Effective Date and any Beneficiaries, spouse, heirs, legal representatives and assigns of such Employee.

The RIGHT Way Dispute Resolution Plan contains a mandatory policy requiring any "Covered Claim as defined in The RIGHT Way Dispute Resolution Plan (which includes claims or disputes in any way relating to (a) The RIGHT Way Plan, (b) an occupational injury or illness, (c) an Accident or Injury, and/or (d) death caused by an occupational injury or illness or an Accident or Injury), be resolved through BINDING ARBITRATION to the extent and in the manner described in The RIGHT Way Dispute Resolution Plan.

Your Employer is committed to providing a safe workplace. Your Employer is also committed to providing loss of income protection and helping you pay medical expenses which might otherwise present a financial burden to you if you are injured on the job. This booklet has been prepared to help you understand your benefits and obligations under The RIGHT Way Plan. **Please read it carefully.**

For the benefits described in this booklet to apply, the date of the on-the-job Injury must be on or after The RIGHT Way Plan's Effective Date. "Effective Date" means May l, 2004, or such date the Employer signs the Adoption Agreement. Such date may either be the original effective date of this Plan, or if this document is a continuation and restatement of a pre-existing occupational injury benefit plan, the restatement effective date. The Employer signing the Adoption Agreement is not necessary for The RIGHT Way Plan to be effective.

NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

The following notice is being provided as required by Texas law:

COVERAGE: The Employer does not have workers' compensation insurance coverage. As an employee of a non-covered employer, you are not eligible to receive workers' compensation benefits under the Texas Workers' Compensation Act. However, a non-covered (non-subscribing) employer can and may provide other benefits to injured employees. You should contact your employer regarding the availability of other benefits or compensation for a work-related injury. In addition, you may have rights under the common law of Texas should you suffer an on the job injury. Your employer is required to provide you with the coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

SAFETY VIOLATIONS HOTLINE: The Commission has established a 24-hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupation health or safety violation. Contact the Division at l-800-452-9595.

Your Work Injury Plan: Your Employer DOES PROVIDE to all eligible Texas employees, without cost, The RIGHT Way Plan described in this booklet.

OUR SAFETY PROGRAM: Our success largely depends upon you following all our safety rules and procedures and immediately notifying your supervisor of any

unsafe working condition or injury, no matter how minor. You will not be suspended, terminated or discriminated against because you in good faith report an unsafe condition or potential occupational health or safety violation.

ELIGIBILITY

You automatically become a Participant in The RIGHT Way Plan on the later of: (1) the Effective Date, or (2) or the time and date you satisfy the following:

- You work in Texas in the regular business of the Employer (this includes those employees working temporarily outside Texas but under the direction and control of and in the regular business of the Employer);
- You are under the direction and control of the Employer; and
- You receive your pay on a regular basis by means of a salary, commission or wage directly from the Employer.

The RIGHT Way Plan does not cover independent contractors or third-party agents. The RIGHT Way Plan does not cover any person sent from or provided to the Company or an Employer by a Staff Leasing Services Company, a Professional Employer Organization, a Temporary Common Employer or other staff leasing entity unless such Staff Leasing Services Company, Professional Employer Organization, Temporary Common Employer or other staff leasing entity is owned and/or operated by the Company or the Employer.

BINDING ARBITRATION OF INJURY AND BENEFIT DISPUTES

YOUR EMPLOYMENT BY THE EMPLOYER AND YOUR PARTICIPATION IN THE RIGHT WAY PLAN ARE SUBJECT TO THE TERMS OF THE RIGHT WAY PLAN AND "THE RIGHT WAY DISPUTE RESOLUTION PLAN," WHICH IS A PART OF THIS BOOKLET. "THE RIGHT DISPUTE RESOLUTION PLAN" IS AN EMPLOYER POLICY PROVIDING ALL CLAIMS OR DISPUTES IN ANY WAY RELATING TO A "COVERED CLAIM" AS DEFINED HEREIN (WHICH INCLUDES ANY CLAIM OR DISPUTE IN ANY WAY RELATING TO THE RIGHT WAY PLAN, AN ACCIDENT, INJURY, OR DEATH CAUSED BY AN ACCIDENT OR INJURY, EXCEPT AS PROHIBITED BY ERISA) ARE SUBJECT TO BINDING ARBITRATION.

THIS BINDING ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR YOU, YOUR BENEFICIARIES AND THE EMPLOYER FOR RESOLVING ANY COVERED CLAIM. NEITHER YOU OR YOUR BENEFICIARIES NOR THE EMPLOYER SHALL BE ENTITLED TO TRIAL BY A JUDGE OR JURY ON ANY COVERED CLAIM. BY REMAINING IN THE EMPLOY OF THE EMPLOYER ON OR AFTER THE EFFECTIVE DATE SPECIFIED IN THE ADOPTION AGREEMENT, YOU, INDIVIDUALLY AND ON BEHALF OF EACH OF YOUR BENEFICIARIES, INDICATE, ACKNOWLEDGE AND AGREE: (A) EACH UNDERSTANDS AND KNOWINGLY AND VOLUNTARILY ENTERS INTO AND AGREES TO BE BOUND BY THIS BINDING ARBITRATION POLICY, AND (B) WAIVE ANY RIGHT TO TRIAL BY A JUDGE AND BY A JURY.

EMPLOYER AND ALL EMPLOYEE'S AND THEIR RESPECTIVE BENEFICIARIES AGREE TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT SET FORTH IN THE RIGHT WAY DISPUTE RESOLUTION PLAN.

SUFFICIENT NOTICE. EMPLOYER, EMPLOYEE AND EACH BENEFICIARY AGREE RECEIPT BY EMPLOYEE OF THE RIGHT WAY WORK-INJURY SUMMARY PLAN DESCRIPTION AND/OR THE RIGHT WAY DISPUTE RESOLUTION PLAN CONSTITUTES LEGALLY SUFFICIENT NOTICE TO EMPLOYEE AND EACH

BENEFICIARY OF THE BINDING ARBITRATION AGREEMENT THAT IS A PART OF THE RIGHT WAY PLAN AND SET FORTH IN THE RIGHT WAY DISPUTE RESOLUTION PLAN.

ALTHOUGH EMPLOYEE IS REQUIRED TO SIGN THE "THE RIGHT WAY PLAN ACCEPTANCE" AND THE "RECEIPT AND ARBITRATION ACKNOWLEDGEMENT AND CONSENT," NEITHER EMPLOYEE'S OR ANY BENEFICIARY'S SIGNATURE ON SUCH DOCUMENTS NOR ANY OTHER WRITTEN AGREEMENT IS NECESSARY FOR THE RIGHT WAY DISPUTE RESOLUTION PLAN TO APPLY. EMPLOYEE'S CONTINUED EMPLOYMENT WITH EMPLOYER CONSTITUTES NOTICE AND ACCEPTANCE OF THE RIGHT WAY DISPUTE RESOLUTION PLAN AND ITS MANDATORY BINDING ARBITRATION PROVISIONS.

The Employer is obligated to pay benefits under and in accordance with the terms of this Plan, and the binding arbitration policy will remain in effect with respect to the Employer, you and your Beneficiaries, even if you refuse benefits under this Plan, benefits cease, or you voluntarily or involuntarily terminate employment with the Employer.

HOW THE RIGHT WAY PLAN WORKS

TERMS USED IN THIS BOOKLET.
The terms used in this Booklet have their normal meaning unless otherwise defined in this Booklet or in The RIGHT Way Plan.

PROCEDURES IN EVENT OF INJURY.
In the event of an Injury, you must:

- Notify your supervisor immediately after being injured at work, no matter how minor the Injury appears to be. **This verbal notice must be provided by** the earliest of (a) at the time of the Injury if possible; (b) before the end of the work shift if possible; (c) within 24 hours of the Injury if possible; or (d) or such other time as may be Determined by the Claims Administrator to be reasonable under the circumstances.

- If you need or think you need medical treatment as a result of your injury on the job, let your supervisor know immediately (or as soon as you become aware of the need for medical treatment.

- Submit to alcohol and/or drug testing if your Employer determines there is a "reasonable possibility" drug or alcohol use caused or contributed to the reported Injury, and you must either provide the Employer with your alcohol and drug testing information or authorize the Employer to gain access to this information;

- Fully complete, sign and date a written Employee Accident Report and personally deliver it to your supervisor at the earliest of: (a) if possible, at the time you are required to verbally report the injury to your supervisor; (b) if possible, before the end of your work shift; (c) if possible, within 24 hours of the Injury; or (d) at such other time as may be Determined by the Claims Administrator to be reasonable under the circumstances;

- Cooperate with the Employer and the Claims Administrator in connection with the investigation of the Claim and/or your work-related Injury(ies) and/or treatment of and for any such Injury or Injuries;

- Communicate and cooperate with the Employer and the Claims Administrator on an ongoing basis if you are receiving benefits under The Right Way Plan;

- Treat with an Approved Physician, Approved Provider and/or Approved Facility, unless otherwise provided herein;

- Attend all appointments of an Approved Physician, Approved Provider and/or Approved Facility;

- Return to work with your Employer as provided by the Approved Physician and abide by any and all restrictions of the Approved Physician with respect to work after an Accident.

If necessary, the Claims Administrator will assist you in arranging for appropriate medical treatment. **You do <u>not</u> have the right to select and have The RIGHT Way Plan pay for your choice of a primary care provider or provider of specialty medical care, even if such provider is an Approved Physician, Approved Provider or Approved Facility**.
To receive **any** benefits under this Plan, **<u>Treatment must be pre-approved</u>** by the Claims Administrator, unless otherwise provided in this booklet.

To receive any benefits under this Plan, **<u>you must receive</u>** medical care from an **Approved Physician, Approved Provider or Approved Facility immediately and not more than 14 days after the date of Injury or such time as the Claims Administrator may determine to be appropriate under the circumstances.** You may use a non-approved physician, provider or facility <u>only</u> if:

- **First,** the treatment is provided for Emergency Care (as described further in the MEDICAL BENEFITS section of this booklet);

- **Second,** an Approved Physician, Approved Provider or Approved Facility is not available, or is not within a reasonable distance from your location, at the time of your Injury as Determined by the Claims Administrator (considering the nature of your Injury);

- **Third,** you provide notice to the Claims Administrator of such Emergency Care within the later of 24 hours after your receipt of such care or the next business day or such time as the Claims Administrator Determines to be reasonable under the circumstances; and

- **Finally,** after receiving treatment for primary Emergency Care, subsequent treatments must be provided by, or at the direction of an Approved Physician, Approved Provider or Approved Facility.

Initial medical care may include alcohol and drug testing if your Employer determines there is a "reasonable possibility" drug or alcohol use caused or contributed to the reported injury or illness, and you must either provide the Employer with your alcohol and drug testing information or authorize the Employer to gain access to this information.

You must also follow the procedures described below in the REQUESTING BENEFITS section of this booklet.

APPROVED HEALTHCARE PROVIDERS.
You must receive all medical care from and/or at **Approved Physicians, Approved Providers** or **Approved Facilities (**acting within the scope of their license) **pre-approved by the Claims Administrator** (except in limited situations involving Emergency Care). The terms "Approved Physician," "Approved Provider" and "Approved Facility" are capitalized and used throughout this booklet and have the following meaning:

Approved Physician: A person duly licensed under Texas law as a Medical Doctor or Doctor of Osteopathy and expressly approved by the Claims Administrator or included on an approved list of facilities adopted by the Claims Administrator to provide medical services, goods and/or supplies to an Employee for treatment of an Injury;

Approved Provider: A person or entity expressly approved by the Claims Administrator or included on an approved list of facilities adopted by the Claims Administrator to provide medical services, goods and/or supplies to an Employee for treatment of an Injury;

Approved Facility: A hospital or other medical care facility or medical service or supply provider expressly approved by the Claims Administrator or included on an approved list of facilities adopted by the Claims Administrator to provide medical services, goods and/or supplies to an Employee for treatment of an Injury.

A list of Approved Physicians, Approved Providers and Approved Facilities will be furnished to you, upon request and free of charge, as a separate document. The Claims Administrator reserves the right to add to, delete from, or otherwise amend any such list at any time.

No Approved Physician, Approved Provider or Approved Facility is an agent of the Employer. Although benefits under this Plan are conditioned on your use of only Approved Physicians, Approved Provider and/or Approved

Facilities, you remain entitled to seek any medical care you deem appropriate from any provider of your choice at your own expense. In addition, The RIGHT Way Plan is not intended to affect your relationship with your healthcare providers. The actual medical treatment or rehabilitation of any Injury remains the sole prerogative and responsibility of you and your attending Approved Physician, Approved Provider, Approved Facility and/or other healthcare providers based on their independent judgment.

For purposes of this Plan, all determinations relating to your physical condition must be made by an Approved Physician or Approved Provider. You must follow fully and completely the advice of, and the course of medical treatment prescribed by, the treating Approved Physician, Approved Provider and/or Approved Facility and must keep all scheduled appointments to fulfill the prescribed medical treatment plan. The Claims Administrator will have the right to require you to be examined or reexamined by an Approved Physician and/or Approve Provider as often as the Claims Administrator Determines to be reasonably necessary or appropriate while you are receiving or claiming Plan benefits.

FUNDING.
The RIGHT Way Plan is a self-funded ERISA plan. The Employer currently pays the entire cost to provide your coverage under this Plan and pays Plan benefits solely out of the general assets of the Employer. The Employer has the right but no obligation to obtain insurance contracts to provide funds to the Employer to pay all or any portion of a benefit under The RIGHT Way Plan or to reimburse the Employer for payment of any benefit under The RIGHT Way Plan; but no benefits under The RIGHT Way Plan are guaranteed under any contract or policy of insurance and the Employer will be solely responsible for the payment of claims under this Plan.

If the Employer has purchased an insurance policy, the purpose of which (in whole or in part) is to provide funds to the Employer for Plan benefits or that may be used to reimburse the Employer for Plan benefits, then:

- Benefit payments under this Plan shall not be payable or shall immediately cease in the event benefits coverage is not available to the Employer or ceases under such policy for any reason; and

- No such insurance policy proceeds shall be considered "plan assets" for purposes of ERISA. Any policy proceeds shall constitute a part of the general assets of the Employer.

Any such insurance policy shall be owned by, and all amounts under the policy shall be payable to the Employer, and you shall not have any interest in or right to any amounts payable under the policy (even though certain benefit payment, reporting or other requirements of this Plan may relate to requirements of such insurance policy).

RATIFICATION BY RECEIPT OF PLAN BENEFITS.
Employer, you and each of your Beneficiaries each time you receives Plan Benefits or Plan Benefits are paid to a medical provider or other person or entity on your behalf, Employer, you and each of your Beneficiaries **ratify and affirm** The RIGHT Way Plan including The RIGHT Way Dispute Resolution Plan and its mandatory agreement to arbitrate all Covered Claims. You and each of your Beneficiaries and Employer acknowledge and agree any Plan Benefit paid to you or paid to a medical provider or other person or entity on your behalf inures to the benefit of all Parties, and all Parties are benefited by such payment.

CONSENT TO ELECTRONIC DISTRIBUTION AND TRANSFER OF INFORMATION.
By participating in this Plan, Employer, you and each of your Beneficiaries consent to transmitting and receiving electronically all information related to or about The RIGHT Way Plan, The RIGHT Way Work-Injury Summary Plan Description and The RIGHT Way Dispute Resolution Plan, as permitted by law. Such information includes but is not limited to notices, newsletters, enrollment announcements, The RIGHT Way Work-Injury Summary Plan Description (SPD), The RIGHT Way Dispute Resolution Plan, Summaries of Material Modifications (SMMs), Adverse Benefit Determinations, decisions on any appeals of an Adverse Benefit Determination, COBRA and HIPAA related information.

COVERED AND NON-COVERED INJURIES

COVERED INJURIES.

The RIGHT Way Plan pays benefits only on account of damage or harm to the physical structure of the body resulting from an "Accident" (which means sudden, unforeseen, unplanned, unusual, specific event occurring at an identifiable time and place) arising out of or occurring during the Course and Scope of Employment by the Employer (as further described in this booklet). In order to be subject to the provisions of this booklet, the date of the Injury must be on or after the Effective Date. Any provision of this Plan to the contrary notwithstanding, if the Employer has purchased an insurance policy as described above, the purpose of which (in whole or in part) is to pay Plan benefits to you or reimburse the Employer for Plan benefits, then the Accident must have occurred during the policy period. For purposes of this Plan, all Injuries resulting from an Accident or related series of Accidents will be considered a single Injury.

TYPES OF NON-COVERED INJURIES.

"Injury," as used in this booklet, does <u>not</u> include:

- Any strain, degeneration, damage or harm to, or disease or condition of, the eye, ear or musculoskeletal structure or other body part resulting from use of a video display terminal, keyboard or cash register, poor or inappropriate posture, noise, vibrations, the natural results of aging, osteoarthritis, arthritis, or degenerative process, factors to which the general public is exposed, or other circumstances prescribed by the Claims Administrator which do not directly and solely result from your Course and Scope of Employment;

- Diagnostic labels which imply generalized musculoskeletal aches and pains in the absence of any demonstrable primary pathophysiology, such as Fibrositis, Fibromyalgia, Myofascial Pain Syndrome, Myositis, or Chronic Fatigue Syndrome;

- Complex regional pain syndrome or reflex sympathetic dystrophy syndrome;

- Except as provided herein, any mental injury, emotional distress, chronic fatigue syndrome, mental trauma or similar injury to your mental or emotional state, including without limitation, any physical manifestations resulting from such mental or emotional state, and any mental or emotional damage or harm arising primarily from a personnel action, including, but not limited to, a transfer, promotion, demotion or termination of employment or other disciplinary action;

- Damage or harm to the physical structure of the body, such as carpal tunnel syndrome, occurring (or alleged to have occurred) as a result of repetitious, physical traumatic activities occurring over time;

- Any sickness, illness or disease, however acquired, unless contracted following, and as the direct result of, an otherwise covered Injury;

- Ptomaine or bacterial infection, except when resulting from accidental ingestion or accidental inhalation of poisonous food substances, and except pyogenic infection which occurs with, and as a result of, an accidental cut or wound;

- Damage or harm resulting from airborne contaminants not commonly found in the Employer's normal work environment, including, but not limited to, pollen, fungi, and mold;

- Damage or harm resulting from job stress;

- Any heart attack, stroke, or aneurysm;

- Hernia, unless such hernia is an inguinal hernia that:

    - appeared suddenly and immediately following the Injury;

    - did not exist in any degree prior to the Injury; and
    - was accompanied by pain; or

- Osteoarthritis, arthritis, and/or any other degenerative process of the joints, bones, tendons or ligaments;

- Any Preexisting Condition, except to the limited extent (if any) an Approved Physician or Approved Provider clearly confirms an identifiable and significant aggravation (incurred in the Course and Scope of Employment) of a Preexisting Condition; provided, however:

- coverage for such aggravation will be provided only if and to the extent the Approved Physician,
  - confirms the Preexisting Condition has been previously repaired or rehabilitated, and
  - prescribes services or supplies Medically Necessary to treat such aggravation and likely to return You to pre-Injury status;
- no coverage will be provided if the Preexisting Condition was a major contributing cause of the Injury;

- Any and all medical conditions caused or contributed to by the consumption, use or exposure to tobacco, tobacco products or tobacco byproducts, including second-hand smoke, or any vapor, vape, e-cigarettes, e-liquid, e-juice, or e-cigs or similar devices;

- Any and all conditions caused or contributed by asbestos, asbestos fiber, asbestos products, asbestos-based products, lead, lead based products, lead-based products, silica, silica products, or silica-based products;

- Any and all medical conditions caused or contributed to by the consumption, use or exposure to marijuana and/or tetrahydrocannabinol ("THC") or other cannabinoids.

The above list is not intended to limit the injuries that may be excluded by the Claims Administrator or Committee depending on the facts and circumstances particular to each injury and the provisions and intent of The RIGHT Way Plan.

NON-COVERED INJURY CIRCUMSTANCES.
No benefits will be payable under this Plan if:

- The Injury occurred prior to you becoming an Employee of the Employer and a Participant in The RIGHT Way Plan;

- The Injury was not timely reported (or requested information was not timely provided) in accordance with the requirements and timeframes specified in The RIGHT Way Plan (unless the Claims Administrator Determines good cause exists for the failure to timely report the Injury or the failure to timely provide requested information);

- The Injury occurred while you were in a state of intoxication, or had otherwise lost the normal use of his or her mental or physical faculties as a result of the use of a drug or alcohol. Such intoxication or loss of faculties may be established based on the facts and circumstances of the Injury, the testimony of witnesses, your admissions or statements, medical testing, or on such other basis as the Claims Administrator may determine. For this purpose, you shall be deemed to have been in a state of intoxication at the time of the Injury if the drug or alcohol test required by Employer following the Injury finds:
  - An alcohol concentration of 0.08 or more, where the terms "alcohol" and "alcohol concentration" have the meaning assigned in the Texas Alcoholic Beverage Code;
  - Any level of a controlled substance or controlled substance analog, as defined by the Controlled Substance Act, Texas Health and Safety Code; a dangerous drug as defined by the Texas Health and Safety Code; an abusable glue or aerosol paint as defined by the Texas Health and Safety Code; or any similar substance regulated under the laws of the State of Texas, that are above the cutoff levels utilized by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified lab;

  provided, however, intoxication does not include the loss of normal use of mental or physical faculties resulting from the introduction into the body of a substance taken under and in accordance with a prescription written for you by your doctor (unless your should have reasonably known, in the judgment of the Claims Administrator, due to prescription warnings or otherwise, such loss of normal use might occur) or a substance listed above by inhalation or absorption incidental to your work for an Employer;

- The Injury is caused by your long-term use of a cell phone or exposure to second-hand smoke, or the use of a PDA or similar device was a cause of the Injury;

- The Injury is treatable by reasonable medical care of a form an ordinary prudent person in the same or similar circumstances would undergo and you have not availed yourself of such treatment;

- The Injury was caused by your intention or attempt to injure yourself or to injure another person, whether you were sane or insane;

- Occurred while you were employed in violation of any law (no prosecution or charges need be filed or made, or conviction occur for this provision to apply);

- The Injury occurred while you were engaged or participating in horseplay, scuffling, fighting, or similar inappropriate behavior;

- The Injury was incurred while you were "on suspension," "laid off" by the Employer, on leave of absence for any other reason, or otherwise outside of the Course and Scope of Employment;

- The Injury arose out of an act of another intended to injure you because of personal reasons and not directed at you as an Employee of or because of your employment by an Employer;

- The Injury arose out of your voluntary participation in an off-duty recreational, social or athletic activity not constituting part of your work-related duties, except where these activities are expressly required in writing by an Employer (more than an invitation or request to participate or attend);

- The Injury arose out of an act of God, unless your employment by the Employer exposes you to a greater risk of Injury from an act of God than ordinarily applies to the general public;

- The Injury arose out of your participation in an act of terrorism, any illegal act or service in the military or any country or any civilian non-combatant unit serving with such forces;

- The alleged Injury is feigned or an attempt to defraud an Employer;

- The Injury occurred, in whole or in part, in connection with your intentional and/or willful (a) disregard of your Employer's employment policies or safety rules (including, but not limited to, of express direction by a supervisor), or (b) failure to obtain available assistance to accomplish a task, or (c) failure to use available appropriate equipment or appliances;

- The Injury arose out of a declared or undeclared act of war, armed invasion, aggression, policing action, riot or act of civil disturbance, strike, act of foreign enemies, civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government *de jure* or *de facto*, martial law or any act of terrorism;

- The Injury arose out of an atomic explosion or other release of nuclear energy, whether in peacetime or at time of war, and whether intended or accidental;

- The Injury arose out of your participation in the commission, or attempted commission, of any crime (you need not be prosecuted or charged with such crime);

- The Injury relates to or arises out of any type of discrimination, discharge, coercion, criticism, demotion, reassignment, discipline, defamation, harassment, humiliation, sexual harassment, or any other actions taken by the Employer for employment related reasons;

- The Injury occurred while you were traveling or flying in or on (including getting in or out of, or on or off) any vehicle used for aerial navigation if you are:

    - flying in any rocket propelled aircraft;

    - flying in a glider or man-made aircraft;

    - flying in any aircraft used for aerobatics, racing or an endurance test, crop dusting, seeding, fertilizing or spraying, fighting a fire, any exploration or pipe or power line

patrol, the pursuit of animals or birds, aerial photography, banner towing or skywriting or any test or experimental usage;

- flying when a special permit or waiver from the proper authority is required;
- riding as a passenger in any aircraft not intended or licensed for transportation of passengers;
- performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
- riding as a passenger in an aircraft owned, leased, chartered or operated by the Company.

- Your employment was not principally located in Texas;
- The injury did not occur during the Course and Scope of Employment;
- The injury arises out or travel by you in furtherance of the affairs or business of your Employer if such travel is also in furtherance of your personal or private affairs, unless:
  - The travel to the place where the Injury occurred would have been made even had there been no personal or private affairs by you to be furthered by the travel; and
  - The travel would not have been made had there been no affairs or business of you to be furthered by the travel;
- Any Injury occurring while you are on a work break, unless (1) the injury occurs while you are on a work break inside your Employer's facility, (2) such work break was authorized by your supervisor, (3) you are scheduled to return to work that same day following such work break, (4) you are not required to clock out for such work break under your Employer's timekeeping rules, and (5) you have not clocked out.

The above list is not intended to limit the injuries that may be excluded by the Claims Administrator or Committee depending on the facts and circumstances particular to each injury and the provisions and intent of The RIGHT Way Plan.

WAGE REPLACEMENT BENEFITS

BENEFIT COMPUTATION.
If you are Determined by the Claims Administrator to be Totally Disabled as the result of the Injury, then The RIGHT Way Plan will begin payment of Wage Replacement Benefits equal to Benefits at the percentage set out in the Adoption Agreement of your Pre-Injury Pay; provided however: (a) such benefits shall be reduced as provided and described below, (b) such benefits shall be reduced as provided and described in Article VIII, (c) such benefits shall not exceed the Maximum Weekly Wage Replacement Benefit Amount set out in the Adoption Agreement, and (d) such benefits are subject to the Maximum Weekly Wage Replacement Benefit Period.

If you are released to Modified Duty by the treating Approved Physician as the result of an Injury, and you return to work and as a result of the restrictions caused by the Injury as established by the treating Approved Physician (and not, in The RIGHT Way Plan Administrator's judgment, because of your lack of effort, actions or inactions) make less than your Pre-Injury Pay, then The RIGHT Way Plan will pay you a sum equal to: (a) the amount you would have received under The RIGHT Way Plan if you were determined to be Totally Disabled minus (b) the greater of (i) the amount of your weekly pay you receive from the Employer for your Modified Duty work, or (ii) the amount you would have received from the Employer had you returned to work and worked for the Employer pursuant to the release from the treating Approved Physician; provided however (a) such sum shall be reduced as provided and described below; (b) such sum shall be reduced as provided and described in Article VIII, and (c) such sum shall not exceed the Maximum Weekly Wage Replacement Benefit Amount.

The "Maximum Weekly Wage Replacement Benefit Period" is the consecutive period set forth in the Adoption Agreement. This Maximum Medical Benefit Period is calculated continuously from the date of Injury, regardless of whether Participant qualifies as and/or is Determined to be Totally Disabled or otherwise entitled to receive Wage Replacement Benefits continuously throughout such Maximum

Medical Benefit Period. or incurs a subsequent Injury or non-work-related injury.

The Claims Administrator may, at its sole discretion, have you examined by an Approved Physician or Approved Provider at any time for purposes of or in connection with Determining your "Modified Duty" or other work status. Your refusal to attend such examination may be cause for the Claims Administrator to terminate any Wage Replacement Benefits to which you may otherwise be entitled under this Plan.

Wage Replacement Benefits are calculated on a weekly basis, and paid on regular paydays. Payments for portions of a week will be prorated. Only your normal, scheduled workdays will be considered in calculating benefits.

WHEN WAGE REPLACEMENT BENEFITS CEASE.
Wage Replacement Benefits will continue until the earliest of:

- The expiration of the Maximum Wage Replacement Benefit Period;
- The date the approved Treating Physician releases you to return to work full duty, without regard to whether you return to any type of work for the Employer or anyone else on or after the date of such release;
- The date the Claims Administrator Determines, based upon findings of an Approved Physician or Approved Provider, you can return to work, full duty;
- The date the Claims Administrator Determines you failed or refused to attend an examination by an Approved Physician or Approved Provider for purposes of or in connection with the Claims Administrator Determining your "Modified Duty" or other work status;
- The date the Combined Limit is reached;
- Termination of your status as an Employee and the termination of all other employment of you with the Employer; provided however this paragraph shall not apply if termination of employment is due to elimination of your employment position;
- The date you are placed in jail, are deported or detained by or at the request of any government agency or foreign government, have left the local area for an extended period of time, or are similarly unavailable for work; provided, however, this paragraph shall operate to cease Wage Replacement Benefits only for such period of time you are unavailable for work;
- The date the Claims Administrator Determines you have reached Maximum Rehabilitative Capacity;
- The date the Claims Administrator Determines you are or have been untruthful in connection with an alleged Injury or a Claim for Benefits and/or you otherwise fail to fully cooperate with the Claims Administrator (including, but not limited to. the requirements on providing information) and/or demonstrate bad faith in connection with the administration of The RIGHT Way Plan, including, but not limited to. subrogation or coordination of benefits procedures;
- The date you die; or
- As otherwise provided under the CONTINUING BENEFITS section below.

"Maximum Rehabilitative Capacity" means the earliest date after which, based upon reasonable medical probability, further material recovery from or lasting improvement to an injury can no longer reasonably be anticipated.

The RIGHT Way Plan may terminate Wage Replacement Benefits if the approved Treating Physician (a) releases you to return to work with restrictions, (b) the Employer offers you work within the restrictions set by the approved Treating Physician, and (c) you do not return to work for the Employer after such release.

The Employer's ability to provide a Modified Duty position while you are under work restrictions

determined by the Approved Physician does not imply or create a permanent Modified Duty position for the purposes of the American with Disabilities Act.

OTHER BENEFIT REDUCTIONS.
Wage Replacement Benefits are generally considered taxable income, and all appropriate amounts will be withheld. Also, amounts legally garnished may be withheld and appropriate Pre-Injury Pay deductions for such items as retirement plan contributions and insurance premiums will continue to be withheld unless you provide instructions to the contrary in accordance with. applicable program rules and procedures. In addition, please see the "Offset for Other Benefits" section of this booklet.

"Total Disability" or "Totally Disabled" means a medically demonstrable anatomical or physiological abnormality caused by an Injury, commencing within six months from the date of Injury, and (a) causing you to be under the regular care of an Approved Physician; (b) the Approved Physician determines you are unable to perform the normal duties for which you were employed; (c) causing you to be unable to engage in Modified Duty or any other occupation for wage or profit; and (d) resulting in the Claims Administrator making the Determination you are unable to perform the normal duties for which you were employed or unable to engage in Modified Duty or any other occupation for wage or profit; and, thus, you are Totally Disabled or have Total Disability.

"Pre-Injury Pay" is defined in the formal Plan document and does not include any overtime, tips, bonuses, commissions, benefits or other extraordinary compensation.

"Modified Duty" is those functions of your job which you can perform, considering your Injury, or other work for which you have been or can be trained and as provided by the approved Treating Physician.

MEDICAL BENEFITS

The Employer is committed to providing medical attention to help protect you against the financial hardship that may he caused by a covered Injury. Subject to the medical management and other provisions of this Plan, medical services and supplies are covered at 100% with no co-pay, deductibles or other out-of-pocket expense to you, provided all of The RIGHT Way Plan's requirements are satisfied. The service or supply must be medically necessary, based on the nature of the Injury, as and when provided, and (1) cure or relieve the effects naturally resulting from the Injury; (2) promote recovery; or (3) otherwise enhance your ability to return to or retain employment. Such services and supplies are also subject to the other medical management provisions of The RIGHT Way Plan. Coverage also requires satisfaction of the following requirements:

FIRST AND CONTINUING TREATMENT.
The first Covered Charge must be incurred within 14 days following the date of your Injury (unless The RIGHT Way Plan Administrator Determines good cause exists); and no further amount shall be considered a Covered Charge if you do not receive medical treatment from an Approved Physician for a period of more than 60 consecutive days.

"Covered Charge" means the cost to Employee of a service or supply described in this Plan, which service or supply is reasonable and Medically Necessary, based on the nature of the Injury, as and when provided, and (1) cures or relieves the effects naturally resulting from the Injury; (2) promotes recovery or otherwise enhances the ability of Employee to return to or retain employment. Such services and supplies are also subject to the medical management provisions of The RIGHT Way Plan. Such services and supplies are also subject to the other medical management provisions of The RIGHT Way Plan. For purposes of this Plan, the words "service" or "supply" include, but are not limited to, any related treatment, medication, technique or method.

APPROVED PROVIDER AND PRE-AUTHORIZATION REQUIREMENTS.
The cost of a medical service or supply shall be a Covered Charge only if:

- **Treatment is pre-approved by the Claims Administrator and furnished by or under the direction of an Approved Physician, Approved Provider or Approved Facility,** acting within the scope of the Approved Physician's, Approved Provider or Approved Facility's license. **Such pre-approval may include authorization for multiple visits to an Approved Physician or Approved Facility, and may be verbal, in writing, or**

by electronic notice; provided, however, some services or supplies require the specific approval of the Claims Administrator in writing or by electronic notice, as described below. The Claims Administrator will not deny a claim for failure to obtain a prior approval under circumstances that would make obtaining such prior approval impossible or where application of the prior approval process could seriously jeopardize your life or health: provided, however, this exception to the pre-approval requirement does not change the requirement that care be provided by or under the direction of an Approved Physician or Approved Facility; **or**

- **Treatment is provided as Emergency Care** and (1) an Approved Physician or Approved Facility is not within reasonable proximity to your location (taking into account available transportation and the nature of the Injury); (2) the Claims Administrator receives notification of such Emergency Care within the later of 24 hours of your receipt of such care or the next business day; and (3) after receiving primary Emergency Care, subsequent treatments are provided by, or at the direction of an Approved Physician or Approved Facility in accordance with The RIGHT Way Plan.

"Emergency Care" means a service or supply provided with respect to a medical condition manifesting itself by a sudden and unexpected onset of acute symptoms of sufficient severity that, in the absence of immediate medical attention, could reasonably be expected to (l) result in death, Disfigurement, or permanent disability, or (2) result in substantial impairment of any bodily organ, pain, or function. **This Emergency Care determination solely relates to satisfaction of The RIGHT Way Plan's approved medical provider requirements, and the above exception for Emergency Care. "Urgent Care Claims" (as discussed in this booklet's claims procedures) may not arise to the level of involving Emergency Care.**

Any decision by you to seek treatment from an urgent care clinic or hospital emergency room does not necessarily involve Emergency Care. That determination shall be made within the sole administrative discretion of the Claims Administrator or Committee, with such advice and consultation from an Approved Physician as the Claims Administrator or Committee deems appropriate. If you obtain treatment from a non-approved healthcare provider and the Claims Administrator or Committee Determines your situation has not satisfied all the above requirements, your claim for benefits will be denied. For this reason, we strongly suggest you always seek approval for treatment from the Claims Administrator, even when you need Emergency Care.

COVERED MEDICAL.
Subject to the restrictions and limitations set out elsewhere in this Plan, Covered Charges will include the cost of the following:

- Approved Physician visits: At an Approved Facility (including charges for an operating or emergency room), Approved Physician's office, or in the case of Home Health Care, at your home, including second opinion services requested by the Claims Administrator in accordance with The RIGHT Way Plan, and charges for a registered nurse;

- Medical services provided by an Approved Provider with the approval of The RIGHT Way Plan Administrator to an Employee for treatment of an Injury;

- Medical supplies approved by the treating Approved Physician or an Approved Provider, including the following:

  - Prescription drugs (generic, unless trade name drugs are requested by an Approved Physician) and over-the-counter drugs such as analgesics prescribed by an Approved Physician;

  - Blood and other fluids (other than allergy, insulin, and similar drugs) injected into the circulatory system (but only to the extent not available through any refund or allowance by a blood bank or similar organization);

  - Oxygen and its administration;

- Upon the written advice or prescription of an Approved Physician and only if obtained from an Approved Facility, rental or purchase of a wheelchair, assisted breathing apparatus, or other mechanical equipment necessary for the treatment of respiratory paralysis, and similar internal or external durable medical equipment designed primarily for therapeutic purposes;

- Surgical dressings, bandages, splints, casts, crutches, syringes, needles, trusses, and braces dispensed by an Approved Physician or Approved Facility; and

- Other items approved by the Claims Administrator;

- Outpatient services and supplies, including ambulatory day surgery, x-ray examinations, laboratory tests, diagnostic services, and nuclear medicine;

- Anesthesia and its administration;

- Radiology and pathology, including interpretive services of an Approved Physician;

- Ambulance services - professional ground ambulance service, or if no other means of transportation can reasonably suffice to deliver the Employee to the closest appropriate Approved Facility, air ambulance, regularly scheduled railroad, or airlines;

- Eyeglasses or contact lenses: one pair per Injury up to $250, inclusive of professional office visit charges, but excluding routine eye examinations; and

- External hearing aid up to $600 per ear, inclusive of professional office visit charges.

MEDICAL REQUIRING SPECIFIC APPROVAL IN WRITING OR BY ELECTRONIC NOTICE.
Subject to the restrictions and limitations set out elsewhere in this Plan, Covered Charges shall also include the cost of the following so long as the Claims Administrator specifically approves such charges in advance and in writing or by electronic notice:

- Admission to an Approved Facility (including semi private room and board), including MRI, CAT Scan, and other such testing;

- Occupational and physical therapy provided by an Approved Physician or a licensed occupational therapist or licensed physical therapist; provided, however, such services shall be subject to case management approval regarding the number of visits, the types, and amount of services provided during such visit;

- Impatient rehabilitation services provided in a medical rehabilitation hospital: provided, however, such services shall be subject to continued stay review by the Claims Administrator and case management approval regarding the types and amount of services provided;

- Surgery restoring a reasonable, normal pre-Injury functioning;

- Services of a dentist or licensed oral surgeons-services for treatment and repair of broken teeth, fractures and dislocations of the jaw, or the replacement of sound, natural teeth (excluding temporomandibular junction dysfunction services) when you seek treatment as soon as possible after the Injury;

- Home health care (with respect to physical needs only) up to 75 visits per Plan Year and up to eight hours per visit for the first two weeks of home health care and up to four hours per visit thereafter;

- Skilled nursing care, provided an Approved Physician monitors your progress at least once during each 30-day period of confinement;

- Orthotics, arch supports, corrective shoes, special bras or girdles, corrective appliances, prostheses, or any similar item;

- Organ and tissue transplant services not otherwise covered by some form of expense payment program, excluding the donor's transportation costs, organ procurement costs and the donor's surgical expenses;

- Charges for telephone consultations with you, your family, Approved Physicians or other health care providers:

- Mental health services (to the extent not otherwise covered by the Employer's Employee Assistance Program), but only when such services are provided for mental or emotional damage or harm resulting from you being the victim of, or witness to. a traumatic event occurring during your Course and Scope of Employment: and provided. the cost of such services will not exceed $500, and this coverage applies solely to Medical Benefits coverage and will not result in any payment of Wage Replacement Benefits or other benefits under this Plan;

- Services rendered primarily for training, testing, evaluation, counseling, or educational purposes; and

- Reasonable travel, meal and lodging expenses related to medical treatment requiring travel greater than 20 miles from your residence (one way), as interpreted by the Claims Administrator for application under this Plan and approved by the attending Approved Physician. Mileage will be reimbursed at the Internal Revenue Service identified "Medical Purposes" rate, as periodically updated.

NON-COVERED MEDICAL.
Any provision of this Plan to the contrary notwithstanding Covered Charges shall not include the cost of the following:

- Charges incurred prior to your date of participation in The RIGHT Way Plan, or prior to your date of Injury:

- Charges rendered after the Participant's Medical Benefits under The RIGHT Way Plan terminate;

- Expenses which are not Medically Necessary, as Determined by the Claims Administrator;

- Charges incurred more than 60 consecutive days after the date of the Participant's last Covered Charge (unless the Claims Administrator has approved scheduled treatment with an Approved Physician. Approved Provider or Approved Facility or except as otherwise specified herein);

- Expenses that exceed any fee schedule adopted by the Claims Administrator or the Usual and Customary charge for the same or similar treatment, services or supplies in the Employer's geographic area;

- Services or supplies provided by any person or entity that is not an Approved Physician, Approved Provider or Approved Facility, except in case of Emergency Care;

- Services or supplies payable by any government or subdivision or agency thereof, or any other applicable third-party payor;

- Services or supplies which are experimental, investigative, or for the purposes of research, including, but not limited to, services and supplies that have not been approved by the American Medical Association, the Federal Drug Administration, the appropriate medical specialty society, or the appropriate governmental agency, all phases of clinical trials, all treatment protocols based upon or similar to those used in clinical trials, or any treatment not generally accepted by the doctor's profession in the United States as safe and effective for diagnosis and treatment;

- Services or supplies performed or provided while you are not covered by The RIGHT Way Plan;

- Services or supplies for which you are not legally obligated to pay or for which no charge would be made in the absence of The RIGHT Way Plan;

- Services for the evaluation or treatment of mental or psychological damage or harm, except to the extent provided above;
- Services or supplies for personal comfort or convenience, such as a private room, television, telephone, radio, guest trays, and similar items;

- Fraudulent claims or claims not filed in good faith as Determined by the Claims Administrator;

- Canceled appointment charges;
- Self-administered services;
- Services or supplies to which your condition is persistently nonresponsive;
- Services or supplies relating to Preexisting Conditions, except to the limited extent (if any) an Approved Physician clearly confirms an identifiable and significant aggravation (incurred in the Course and Scope of Employment) of a Preexisting Condition; provided, however:
    - coverage for such aggravation will be provided only if and to the extent the Approved Physician:
        - confirms the Preexisting Condition has been previously repaired or rehabilitated, and
        - prescribes services or supplies Medically Necessary to treat such aggravation and likely to return you to pre-Injury status; and
    - no coverage will be provided if the Preexisting Condition was a major contributing cause of the Injury;
- Chiropractic or spinal manipulation services;
- Acupuncture, behavior modification, pain management, hypnosis, biofeedback, or any service or supply ancillary to any of these;
- Substance abuse services;
- Custodial Care;
- Charges for the purchase, rental or repair of bedding, or environmental control devices, including, but not limited to, an air conditioner, humidifier, dehumidifier, or air purifier; and charges for Jacuzzis, spas, saunas, vans, or structural changes to your residence or moving expenses;
- Charges for services performed by:
    - a person who normally lives with you;
    - your spouse;
    - your parent or a parent of your spouse;
    - a child of yours or of your spouse; or
    - your brother or sister or your spouse's brother or sister; or
- The cost of any other service or supply not specified as a Covered Charge.

INITIAL TREATMENT AND DENIAL.
Any provision of this Plan to the contrary-notwithstanding, the Employer may render first aid, or The RIGHT Way Plan may pay for Emergency Care, or The RIGHT Way Plan may otherwise pay Wage Replacement Benefits or pay for your medical evaluation or treatment, and The RIGHT Way Plan can still make a subsequent determination you have not suffered a covered Injury, are not entitled to Plan benefits, or otherwise deny any or all farther benefits under the provisions of this Plan.

MEDICAL PROVIDER REFERRALS.
If the treating Approved Physician finds it necessary to refer you to another healthcare provider, the treating Approved Physician must notify you and the Claims Administrator of his or her desire to make the referral and the objectives of such referral. The Claims Administrator will provide advance approval or disapproval of all referrals (and may rescind any such approval at any time) based upon such criteria as the Claims Administrator may determine for the effective administration of The RIGHT Way Plan. **It is your responsibility to determine the status of any such approval or disapproval, and the expense of services or supplies relating to any disapproved referral will be solely your responsibility.**

NO INTERFERENCE WITH PATIENT-PROVIDER RELATIONSHIP.
Although benefits under this Plan are conditioned on your use of only Approved Physicians and Approved Facilities, you remain entitled to seek any medical care you deem appropriate from any provider of your choice at your own expense. **You just need to know such medical expenses will not be payable under this Plan and such action may result in a complete denial of all benefit, or other termination of your benefit, under this Plan.** The Employer, Claims Administrator, Committee, and their agents and delegates, shall not have any responsibility for the actual medical or other healthcare services provided

by any Approved Physician, Approved Facility or other designated healthcare service provider. Healthcare providers are not agents of The RIGHT Way Plan, the Employer, the Claims Administrator, or Committee, and they are not liable or responsible for the acts or omissions of any healthcare provider. The actual medical treatment or rehabilitation of any Injury remains the sole prerogative and responsibility of the attending Approved Physician and other healthcare providers based on their independent judgment for the provision of health care.

SECOND MEDICAL OPINIONS.
The RIGHT Way Plan reserves the right to require a second medical opinion from an Approved Physician selected by the Claims Administrator for purposes of obtaining an Independent Medical Examination ("IME") or for any other reason relating to the payment of any benefits under The RIGHT Way Plan. If you refuse to be examined by an Approved Physician selected by the Claims Administrator, all benefits under The RIGHT Way Plan may be suspended.

TIME TO REQUEST PAYMENT OR REIMBURSEMENT.
Medical expenses will be paid by the Employer directly to the healthcare provider. However, if you should be required to pay an otherwise covered charge, all request, for reimbursement of Covered Charges must be filed with the Administrator or its designated representative within 30 days from the date such expenses are incurred or, if late, the date you receive an invoice for such expenses.

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION.
See Appendix A attached hereto.

WHEN MEDICAL BENEFITS CEASE.
Medical Benefits will cease upon the earliest of:

- Expiration of the Maximum Medical Benefit Period;
- Reaching the Maximum Medical Benefit Amount set out in the Adoption Agreement;
- Reaching the Combined Limits specified in the Adoption Agreement;
- Involuntary termination of your employment with an Employer for Gross Misconduct;
- The date the Claims Administrator Determines you have reached Maximum Rehabilitative Capacity;
- Your failure to comply with the requirements specified under the CONTINUING BENEFITS Section of this booklet;
- The date the Claims Administrator Determines you are or have been untruthful in connection with an alleged Injury or a Claim for Benefits and/or you otherwise fail to fully cooperate with the Claims Administrator (including, but not limited to. the requirements on providing information) and/or demonstrate bad faith in connection with the administration of The RIGHT Way Plan, including, but not limited to. subrogation or coordination of benefits procedures; or
- As otherwise provided herein.

The "Maximum Medical Benefit Period" is the consecutive period set forth in the Adoption Agreement. This Maximum Medical Benefit Period is calculated continuously from the date of Injury, regardless of whether Participant qualifies as and/or is determined to be Totally Disabled or otherwise entitled to receive Wage Replacement Benefits continuously throughout such Maximum Medical Benefit Period. or incurs a subsequent Injury or non-work-related injury.

MAKING A CLAIM FOR BENEFITS

NOTICE OF INJURY.
You (or a person acting your behalf) must immediately verbally report to your supervisor then on duty every incident or fact you believe results in an Injury, no matter how minor the Injury appears to be.

The verbal report of Injury must be provided by the earliest of:

- At the time of the Injury if possible;
- Before the end of the work shift if possible;
- Within 24 hours of the Injury if possible, or

- Or such other time as may be Determined by the Claims Administrator to be reasonable under the circumstances.

Any provision in The RIGHT Way Plan to the contrary notwithstanding, no benefits are payable under this Plan unless notice of Injury is provided by you as described above not later than 12 months from the date of the Injury.

EMPLOYEE ACCIDENT REPORT.
You must also fully complete, sign and date a written Employee Accident Report and personally deliver it to your supervisor at the earliest of:

- If possible, at the time you are required to verbally report the injury to your supervisor;
- If possible, before the end of the work shift;
- If possible, within 24 hours of the Injury, or
- At such other time as may be Determined by the Claims Administrator to be reasonable under the circumstances.

PROMPT AND ACCURATE REPORTING.
Prompt and accurate reporting of incidents leading to an Injury is essential to a fair assessment of entitlement to, and the amount of, Benefits, which you may be eligible to receive.

PROVIDING INFORMATION AND COOPERATING WITH THE CLAIMS ADMINISTRATOR.
You must fully cooperate with the Claims Administrator in connection with the investigation of the Accident and/or the injuries you sustained in the Accident, including but not limited to:

- providing any recorded or written statement (sworn or unsworn);
- providing the name of all witnesses to the Accident;
- providing any information about the cause(s) of the Accident;
- providing completed and executed authorization forms;
- providing any photographs or videos taken of:
  - the scene of the Accident,
  - concerning the Accident and/or
  - your injuries; and
- providing any other proof or documentation in such manner and within such periods as the Claims Administrator may from time-to-time direct.

You must communicate and cooperate with the Claims Administrator on an ongoing basis as long as you are receiving benefits under The RIGHT Way Plan Your failure to cooperate with the Employer or the Claims Administrator as provided herein may, at the Claims Administrator's discretion, result in non-payment or termination of Benefits under The RIGHT Way Plan.

DETAILED CLAIMS FILING AND APPEAL PROCEDURES

FILING A CLAIM FOR BENEFITS.
A claim for Medical Benefits or Wage Replacement Benefits under The RIGHT Way Plan will be initiated by you by complying with requirements found in this booklet.

WHAT IS A CLAIM?
Each (1) medical service or supply for which payment is requested, or (2) Wage Replacement Benefit for a particular payroll period is a "claim" for benefits, and each will be deemed a separate "claim" for benefits subject to a determination under The RIGHT Way Plan. The RIGHT Way Plan's payment of a particular claim (for example, payment for an initial medical evaluation, even on a claim that may have been reported late) does not waive or otherwise prejudice the Claims Administrator's or Committee's right to deny another particular claim or all future claims for benefits under The RIGHT Way Plan. Any failure by the Claims Administrator or Committee to apply any provisions of this Plan to any particular situation shall not represent a waiver of the Claims Administrator's or Committee's authority to apply such provisions thereafter.

WHO IS A CLAIMANT?
You, your authorized representative, a Beneficiary, or a medical provider or a medical provider seeking payment for a service, good or supply provided to you for treatment of an Injury may be a "Claimant" and may file a claim for benefits under The RIGHT

Way Plan, as well appeal an Adverse Benefit Determination. The RIGHT Way Plan shall have the right to establish reasonable procedures for determining whether and to what extent an individual has been authorized to act on your behalf. However, with respect to an Urgent Care Claim, a physician or other health care provider licensed, accredited and certified to perform specified health services consistent with state law and with knowledge of your medical condition shall be permitted to act as your authorized representative.

INFORMATION TO SUBMIT.
Claims must include the information required by the MAKING A CLAIM FOR BENEFITS section above and such other reasonable information requested by the Claims Administrator, such as medical records or a written statement from an independent service provider evidencing the date, type of services rendered, and the total cost of such services. In addition, the Claims Administrator may require you to provide a written and signed statement that provides the amounts requested for payment under this Plan have not been reimbursed, or is not reimbursable under any other plan or program. Further, the Claims Administrator may also request you file all appropriate claims and requests for payment from any other plan or program maintained by you prior to making any payments under this Plan. See the **OFFSET, REIMBURSEMENT, AND RECOVERY OF BENEFITS** section of this booklet.

SUBMISSION OF MEDICAL BILLS FOR PAYMENT.
Approved Providers will be requested to invoice all health care-related charges directly to the Claims Administrator (or the Employer, which will immediately transmit such invoice to the Claims Administrator). However, in the event you receive such an invoice or pay such a charge, you must file all requests for payment or reimbursement of Covered Charges with the Claims Administrator within 30 days from the date such expenses are incurred or, if later, the date you receive an invoice from an Approved Provider, or other health care provider (in the case of Emergency Care) for such expenses not to exceed the Maximum Medical Benefit Period.

INCOMPLETE CLAIM SUBMISSIONS.
If a claim, as originally submitted, is not complete, the Claims Administrator will notify you in the manner described below, and you will have the responsibility for providing the missing information. If the period of time for a particular claim is extended in accordance with the applicable provisions of The RIGHT Way Plan due to your failure to submit information necessary to decide a claim, the period for making the benefit determination will be suspended from the date on which the notification of the extension is sent to you until the date on which the Claims Administrator receives your response to the request for additional information not to exceed the Maximum Medical Benefit Period**.**

CLAIMS REVIEW PROCEDURES

NOTICE OF INITIAL BENEFIT DETERMINATION.
The Claims Administrator will provide notice to you of its initial benefit determination as follows:

- **Urgent Care, Pre-Service Medical Claims.** In the case of a pre-service claim for Medical Benefits that is an Urgent Care Claim, the Claims Administrator will notify you of The RIGHT Way Plan's initial determination (whether adverse or not) as soon as possible, considering the medical exigencies of the particular claim, but not later than 72 hours after receipt of the claim. However, if you (1) fail to follow The RIGHT Way Plan's procedures for filing an Urgent Care Claim, or (2) otherwise fail to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under The RIGHT Way Plan on an Urgent Care Claim, then:

    - The Claims Administrator will notify you as soon as possible, but not later than 24 hours after its receipt of the claim, of the procedure to follow or the specific information necessary to complete the claim. This notice requirement will only apply to the extent such failure is a communication by you and received by the Claims Administrator, and the communication names you, a specific medical condition or symptom, and a specific treatment, service or product for which approval is requested;

- You will then be given a reasonable amount of time, considering the circumstances, but not less than 48 hours, to correct such failure;

- The Claims Administrator will then notify you of The RIGHT Way Plan's initial benefit determination as soon as possible, but not later than 48 hours after the earlier of (i) the Claims Administrator's receipt of the specified information necessary to complete the claim, or (ii) the end of the time period given to you to provide such information.

- **Concurrent Medical Care Decisions**. If the Claims Administrator has approved an ongoing course of medical treatment to be provided over a period of time or number of treatments not to exceed the Maximum Medical Benefit Period:

  - The Claims Administrator will notify you of any reduction or termination by The RIGHT Way Plan of such course of treatment. Such reduction or termination will be considered an Adverse Benefit Determination and the Claims Administrator will notify you sufficiently in advance of the reduction or termination to allow you to appeal and obtain a benefit determination on review before the course of treatment is actually reduced or terminated.

  - Any request by you extend the course of treatment beyond the prescribed period of time or number of treatments previously approved by The RIGHT Way Plan that is an Urgent Care Claim will be decided as soon as possible, taking into account the medical exigencies of the claim. The Claims Administrator will make an initial benefit determination, whether adverse or not, within 24 hours after its receipt of the claim, provided any such claim is made at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If such claim is not made within such 24-hour period, the request will be treated as an Urgent Care Claim and be decided within the normal Urgent Care Claim timeframes (in other words, as soon as possible, considering the medical exigencies of the claim, but not later than 72 hours after receipt).

  - Any request by you to extend the course of treatment beyond the prescribed period of time or number of treatments previously approved by The RIGHT Way Plan that is not an Urgent Care Claim will be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim (i.e., as a Pre-Service Claim or a Post-Service Claim).

- Notification of any Adverse Benefit Determination concerning a request to extend the course of treatment, whether involving an Urgent Care Claim or not, will be made in accordance with the provisions of this section of the booklet.

- **Non-Urgent Care, Pre-Service Medical Claims.** In the case of a Pre-Service Claim for Medical Benefits that is not an Urgent Care Claim, the Claims Administrator will notify you of The RIGHT Way Plan's benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after its receipt of the claim. The Claims Administrator may extend this period up to an additional 15 days if it determines, due to matters beyond the control of The RIGHT Way Plan, an initial benefit determination cannot be made within the first 15-day period, and notifies you of the special circumstances requiring the extension and the date by which The RIGHT Way Plan expects to render a decision. However, if you (1) fail to follow The RIGHT Way Plan's procedures for filing a non-urgent care, Pre-Service Claim, or (2) otherwise fail to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under The RIGHT Way Plan on a Pre-Service Claim that is not an Urgent Care Claim, then:

  - The Claims Administrator will notify you as soon as possible, but not later

than 5 days after its receipt of the claim, of the procedure to follow or the specific information necessary to complete the claim. This notice requirement will only apply to the extent such failure is a communication by you and is received by the Claims Administrator, and the communication names you, a specific medical condition or symptom, and a specific treatment, service or product for which approval is requested.

- will then be given at least 45 days to correct such failure;

- The Claims Administrator will then notify you of The RIGHT Way Plan's initial benefit determination within the 15-day (or, if extended, up to 30-day) time frame set forth above.

- **Post-Service Medical Benefit and Wage Replacement Benefit Claims.** In the case of a Post-Service Claim for Medical Benefits or a claim for Wage Replacement Benefits, the Claims Administrator will notify you of The RIGHT Way Plan's benefit determination (whether adverse or not) within 30 days after its receipt of the claim. The Claims Administrator may extend this period up to an additional 15 days if the Claims Administrator Determines an extension is necessary due to matters beyond the control of The RIGHT Way Plan. Notice of such extension must be provided to you prior to the expiration of the initial 30-day period and state (1) the special circumstances requiring the extension, and (2) the date by which The RIGHT Way Plan expects to render a decision. If the extension relates to a claim for Wage Replacement Benefits, such notice will also state (1) the standards on which entitlement to benefits is based, and (2) unresolved issues preventing a benefit determination on the claim and what additional information is needed to resolve those issues. If additional information is requested with the extension notice, you will have 45 days from the date of the notice of extension to provide the specified information.

MANNER AND CONTENT OF AN ADVERSE BENEFIT DETERMINATIONS.
An "Adverse Benefit Determination" is a denial, reduction, modification or termination of, or a failure to provide or make payment in whole or in part of a Plan benefit.

If the initial benefit determination is an Adverse Benefit Determination, the Claims Administrator will provide a written or electronic notice to you satisfying the following requirements:

- Any electronic notice shall satisfy ERISA regulations specifying the standards for electronic disclosure of benefit plan information;

- The notice shall be written in a manner calculated to be understood by you;

- The notice shall set forth the specific reason or reasons for the Adverse Benefit Determination, referring to the specific Plan provisions on which the Adverse Benefit Determination is based;

- If an internal rule, guideline, protocol or other similar criterion was relied upon in making an Adverse Benefit Determination on a claim for Medical Benefits or Wage Replacement Benefits, the notice shall state such rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination and a copy thereof shall be provided to you free of charge upon you request;

- If the Adverse Benefit Determination is based upon medical necessity, an experimental treatment or similar exclusion or limit, the notice shall provide either an explanation of the scientific or clinical judgment for the Adverse Benefit Determination, applying the terms of The RIGHT Way Plan to your medical circumstances, or a statement such explanation will be provided to you upon request and free of charge;

- If the Adverse Benefit Determination disagrees with the views of any health care professional who treated you or vocational professionals who evaluated the claim, and you present those views

to The RIGHT Way Plan, the denial will provide a detailed basis for such disagreement;

- If the Adverse Benefit Determination disagrees with the views of the medical or vocational experts whose advice was obtained on behalf of The RIGHT Way Plan in connection with your denial, without regard to whether the advice was relied upon in making the benefit determination, the denial will provide a detailed basis for such disagreement;

- If the Adverse Benefit Determination disagrees with the views of with the view of any disability determination made by the Social Security Administration, the denial will provide a detailed basis for such disagreement;

- A statement you have the right to receive, upon request and free of charge, reasonable access to and copies of all Relevant documents, records, and other information to your claim for benefits;

- A statement you are entitled to any statement of policy or guidance with respect to The RIGHT Way Plan concerning the denied treatment, option or benefit for your diagnosis without regard to whether such advice or statement was relied upon in making the benefit determination;

- If the initial Adverse Benefit Determination involves an Urgent Care Claim, the notice shall provide a description of the expedited review process applicable to such claims. Notification of an Adverse Benefit Determination involving an Urgent Care Claim may be provided to you orally within the time frames specified above, provided the oral notification satisfies the requirements of this subsection and a written or electronic notice satisfying the requirements of this subsection is furnished to you not later than 3 days after the oral notification;

- The notice shall describe any additional materials or information necessary for you to perfect the claim and explain why such material or information is necessary;

- A statement you have the right to present evidence and testimony in support of his or her claim during any appeal process; and

- The notice shall provide a description of The RIGHT Way Plan's review procedures (including the time limits applicable to these review procedures).

If applicable, the notice will be provided in a culturally and linguistically appropriate manner in the predominant non-English language spoken where you live.

APPEAL OF ADVERSE BENEFIT DETERMINATIONS.
You may appeal in writing an Adverse Benefit Determination to the Committee within 180 days following his or her receipt of the Adverse Benefit Determination from the Claims Administrator.

If the Adverse Benefit Determination involves an Urgent Care Claim for Medical Benefits, you may request orally or in writing for an expedited review of the Adverse Benefit Determination and all necessary information, including The RIGHT Way Plan's benefit determination on review, will be transmitted between The RIGHT Way Plan and you by telephone, facsimile or other available expeditious method.

If new evidence or additional reasons for the Adverse Benefit Determination arise during the claim review process, The RIGHT Way Plan will, as soon as practical, provide you with any such new evidence or new reasons for the Adverse Benefit Determination. In such case, you will have an opportunity to review and respond to any such new evidence or additional reasons. You will be informed of the deadlines for submission of any such response.

COMMITTEE CONSIDERATION.
When reviewing the appeal of an Adverse Benefit Determination, the Committee will comply with the following requirements:

- You may submit written comments, testimony, documents, records, and other information relating to the claim for benefits, and the Committee will take all of such information into account when reviewing the claim, without regard to whether such

information was submitted or considered in the initial benefit determination;

- You may receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (as Determined by the Committee);

- The decision on appeal of an Adverse Benefit Determination will not give any deference to the initial Adverse Benefit Determination;

- If the appeal request on a Medical Benefits Wage Replacement claim is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational or not medically necessary or appropriate, the Committee will consult with an Approved Provider who has appropriate training and experience in the field of medicine involved in the medical judgment. This Approved Provider will not be an individual who was consulted in connection with the initial Adverse Benefit Determination or a subordinate of such individual:

- Upon your written request, the Committee will identify the individual names of any medical or vocational experts whose advice was obtained in connection with an initial Adverse Benefit Determination of a Medical Benefits or Wage Replacement Benefits claim, without regard to whether the advice of such experts was relied upon in making the benefit determination.

TIMING OF NOTICE OF BENEFIT DETERMINATION ON REVIEW.
The Committee will provide notice to you, as described below, of The RIGHT Way Plan's benefit determination on review in accordance with the following timeframes:

- Urgent Care, Pre-Service Medical Claims. In the case of a Pre-Service Claim for Medical Benefits that is an Urgent Care Claim, the Committee will notify you of The RIGHT Way Plan's benefit determination on review as soon as possible, taking into account the medical exigencies of the claim, but not later than 72 hours after its receipt of your appeal request. No extension of time is available for Committee determinations on the review of claims for Medical Benefits;

- Non-Urgent Care, Pre-Service Medical Claims. In the case of a Pre-Service Claim for Medical Benefits that is not an Urgent Care Claim, the Committee will notify you of The RIGHT Way Plan's benefit determination on review within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after its receipt of the appeal request. No extension of time is available for Committee determinations on the review of claims for Medical Benefits;

- Post-Service Medical Benefit or Wage Replacement Benefit Claims. In the case of a Post-Service Claim for Medical Benefits or claim for Wage Replacement Benefits, the Committee will notify you of The RIGHT Way Plan's benefit determination on review within 45 days after its receipt of the appeal request. The Committee may extend this period up to an additional 45 days on a claim for Wage Replacement Benefits if the Committee Determines an extension is necessary due to matters beyond the control of The RIGHT Way Plan. Written or electronic notification of an extension must be provided to you prior to the expiration of the initial 45-day period and indicate the special circumstances requiring the extension and the date by which The RIGHT Way Plan expects to render a decision.

MANNER AND CONTENT OF BENEFIT DETERMINATION ON REVIEW.
The RIGHT Way Plan shall provide you with notice of its decision of your appeal of an Adverse Benefit Determination as follows:

- Any electronic notice shall satisfy ERISA regulations specifying the standards for electronic disclosure of benefit plan information;

- The notice shall be written in a manner calculated to be understood by you;

- The notice shall set fort the specific reason or reasons for the Adverse Benefit

Determination, referring to the specific Plan provisions on which the Adverse Benefit Determination is based;

- If an internal rule, guideline, protocol or other similar criterion was relied upon in making an Adverse Benefit Determination on a claim for Medical Benefits or Wage Replacement Benefits, the notice shall state such rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination and a copy thereof shall be provided to you at upon request and free of charge;

- If the decision on the appeal of an Adverse Benefit Determination is based upon medical necessity, an experimental treatment or similar exclusion or limit, the notice shall provide either an explanation of the scientific or clinical judgment for the Adverse Benefit Determination, applying the terms of The RIGHT Way Plan to your medical circumstances, or a statement such explanation will be provided to you free of chargeupon request;

- If the decision on appeal of the Adverse Benefit Determination disagrees with the views of any health care professional who treated you or vocational professionals who evaluated the claim, and you present those views to The RIGHT Way Plan, the denial will provide a detailed basis for such disagreement;

- If the decision on the appeal of the Adverse Benefit Determination disagrees with the views of the medical or vocational experts whose advice was obtained on behalf of The RIGHT Way Plan in connection with your denial, without regard to whether the advice was relied upon in making the benefit determination, the denial will provide a detailed basis for such disagreement;

- If the decision on the appeal of the Adverse Benefit Determination disagrees with the views of with the view of any disability determination made by the Social Security Administration, the denial will provide a detailed basis for such disagreement;

- A statement you shall have the right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;

- If applicable, notice will be provided in a culturally and linguistically appropriate manner in the predominant non-English language spoken where you live;

- The notice shall include a statement you can pursue your right to bring a lawsuit under ERISA section 502(a) and shall state the date by which any such lawsuit must be filed;

- The notification will also provide The RIGHT Way Plan's deadline for filing a lawsuit under Section 502(a) of ERISA to challenge The RIGHT Way Plan's decision on appeal, and shall state the expiration date for bringing any such lawsuit.

EXTENSION OF TIME FRAMES ALLOWED BY LAW OR AGREEMENT.
In the event ERISA rules and regulations permit additional time for decisions or actions by the Claims Administrator or Committee, the Claims Administrator or Committee may exercise their discretion to utilize (but not exceed) those extended time frames; provided, however, this discretion will only be exercised when necessary to provide a full and fair review of your right to benefits in accordance with the terms of this Plan (for example, additional time is needed to obtain an appointment and results of a medical examination). Upon request by The RIGHT Way Plan, you may also voluntarily agree to an extension or further extension of any time period within which The RIGHT Way Plan must decide a claim.

MINOR ERRORS.
If The RIGHT Way Plan fails to comply with any procedural requirement under The RIGHT Way Plan that is more than a minor error, you may notify The RIGHT Way Plan of such failure and The RIGHT Way Plan will have the opportunity to explain to you the reason(s) for any such failure. You can bring a lawsuit challenging The RIGHT Way Plan's failure to comply if such failure results in The RIGHT Way Plan not making a decision on a claim for benefits under The RIGHT Way Plan or an appeal of an Adverse Benefit Determination.

CONTRACTUAL LIMITATIONS:
DEADLINE TO FILE A LAWSUIT.
Any lawsuit filed by you under Section 502 of ERISA must be filed on or before the later of: (a) two (2) years from the date The RIGHT Way Plan provided you with initial notice of its decision on your claim for benefits or with initial notice of the Adverse Benefit Determination, or (b) sixty (60) days after the date of The RIGHT Way Plan's decision on appeal of an Adverse Benefit Determination.

EXHAUSTION OF ADMINISTRATIVE REMEDIES.
No legal action can be brought by or with respect to you to recover benefits under The RIGHT Way Plan before the foregoing claims procedure has been exhausted.

CONTINUING BENEFITS

Subject to the limitations and other rules and procedures described in this booklet, your benefits under this Plan will begin or continue as long as you:

- Submit to any drug and alcohol testing (if required by the Claims Administrator, treating Physician or Emergency Care provider), and provide the Employer with this alcohol and drug testing information or authorize the Employer to gain access to this information;
- Receive prior approval for all medical care;
- Utilize only Approved Physicians and Approved Facilities (except in the case of Emergency Care. as explained in the "Procedure in Event of Injury" and MEDICAL BENEFITS sections of this booklet);
- Submit to examination by an Approved Physician selected by the Claims Administrator (other than the treating Approved Physician) as required by the Claims Administrator with respect to any surgical procedure or other diagnosis or treatment opinion rendered by the treating Approved Physician for which the Claims Administrator considers a second medical opinion advisable;
- Are responsive to treatment. Non-responsiveness would include, but not be limited to, non-responsiveness due to the need for your behavioral modification recommended by the treating Approved Physician;
- Provide accurate information to. and follow the directions (including, but not limited to. any recommended treatment. therapy. course of action. abstinence, or rehabilitation program) and continue to be under the care of a treating Approved Physician;
- Keep and are on time for all scheduled appointments with health care providers;
- Allow an authorized representative of the Employer to go with you to appointments with health care providers;
- Do not engage in conduct which hinders your recovery;
- Report to your supervisor periodically as directed until you can return to work, including notice of expected recovery time after each appointment with the treating Approved Physician or Approved Provider;
- Immediately inform your supervisor you have been released by an Approved Physician or Approved Provider to return to full or Modified Duty, and timely report to work in accordance with such work release:
- Personally pick up your check for any Wage Replacement Benefits provided under The RIGHT Way Plan; provided, however, this requirement may be waived by the Claims Administrator upon a showing you are physically or geographically unable to comply, in which case the check will be personally delivered or mailed, in the discretion of the Employer, directly to you;
- Do not receive benefits with respect to the Injury from, and the incident does not create any liability for the Employer under any workers' compensation law, whether or not any coverage for benefits is actually in force under such law, injury or occupational disease law, unemployment compensation law, disability benefits law, or other similar law;

- Are truthful in regard to every aspect of the required information supplied as part of the Injury reporting or employment process;

- Are truthful and otherwise fully cooperate with the Claims Administrator (including, but not limited to. the requirements on providing information) and do not demonstrate bad faith in connection with the administration of The RIGHT Way Plan, including, but not limited to. subrogation or coordination of benefits procedures;

- Comply with the provisions of this summary plan description, The RIGHT Way Plan. and the rules and procedures adopted by the Claims Administrator for the administration of The RIGHT Way Plan;

- Are alive.

NO COBRA COVERAGE.
The purpose of The RIGHT Way Plan is to provide Benefits in the event of an Injury. The RIGHT Way Plan does not provide Benefits to your dependents. Except for Benefits payable due to an Injury occurring prior to termination, no post-employment Benefits are available. In the event the Company is mandated by Title X of the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") to provide continuation coverage under The RIGHT Way Plan upon the occurrence of certain "qualifying events" (as defined in COBRA) which would otherwise result in a loss of coverage, then no provision of The RIGHT Way Plan will be construed to preclude offering COBRA continuation coverage hereunder.

OFFSET, REIMBURSEMENT, AND RECOVERY OF BENEFITS

OFFSET FOR OTHER BENEFITS.
The RIGHT Way Plan reserves the right to reduce your benefits, in accordance with the coordination of benefits provisions of the official Plan document so the total from all benefit plans under which you are covered does not exceed 100% of the benefits provided under this Plan. You must cooperate with the Employer in furnishing it copies of other policies. coverages or plans which may be applicable to the Injury and in completing and returning to the Employer any questionnaire or forms inquiring about, or assigning rights to recover under other policies, coverages or plans which may cover or be applicable to you.

As used herein, the term "Payee" means a Participant or Beneficiary (in their individual or representative capacity), singularly or collectively as the context may require giving The RIGHT Way Plan the broadest possible rights of recovery.

RECOVERY FROM THIRD PARTIES.
If you become entitled to or receive benefits under The RIGHT Way Plan for an Injury caused by another person or organization and become entitled to or otherwise collect any other compensation in connection with such Injury, whether by insurance, litigation, settlement or other proceeding, you must (1) reimburse The RIGHT Way Plan out of such other compensation to the extent of any Plan benefits you have received or that were paid to any other person or entity on your behalf, and (2) execute any documents requested by the Claims Administrator to enable The RIGHT Way Plan to recover such benefits. If (1) you do not reimburse The RIGHT Way Plan or otherwise comply with these provisions, or (2) payments are made under The RIGHT Way Plan based upon fraudulent information or otherwise in excess of the amount necessary to satisfy the provisions of The RIGHT Way Plan, then, in addition to all other legal and equitable remedies and rights of recovery The RIGHT Way Plan may have, The RIGHT Way Plan shall have the right to terminate or suspend benefit payments and/or recover the reimbursement due to The RIGHT Way Plan by withholding, offsetting and recovering such amount out of any future Plan benefits or amounts otherwise due from The RIGHT Way Plan to or with respect to you.

In addition, The RIGHT Way Plan shall have the right to offset any future benefits owing to you by any amount of compensation you receive in excess of the benefits paid under The RIGHT Way Plan. The RIGHT Way Plan shall also have the right to bring a lawsuit and assert a constructive trust or other equitable recovery against any and all persons having assets to which The RIGHT Way Plan can claim a right. The RIGHT Way Plan has the right of first recovery from any judgment, settlement or other payment, regardless of whether you have been "made whole." The RIGHT Way Plan's subrogation rights will not be reduced by attorneys' fees or expenses incurred in pursuing recovery against a third party and

the "common fund" doctrine shall not apply. Any attorneys' fees and/or expenses incurred by or at the request of you or your attorney in a third-party action shall be your sole responsibility.

NOTICE OF LEGAL PROCEEDINGS.

You must provide the Claims Administrator with prior written notice of your involvement in any lawsuit, settlement discussion or other proceeding aimed at recovering, from another person or organization, damages or other compensation related to any Injury for which you have received or which have been paid on your behalf (or may in the future file a claim to receive) benefits under The RIGHT Way Plan. The RIGHT Way Plan will have the right to intervene in any such lawsuit, settlement discussion, or other proceeding. If you do not seek recovery from any person or organization that caused or may have caused your Injury, The RIGHT Way Plan has the right to begin a lawsuit or other proceeding in your name, or do any other act that in the opinion of the Claims Administrator may be necessary or desirable to recover Plan benefits paid to you or on your behalf, or to be paid to you or on your behalf in the future (including costs and expenses).

ASSIGNMENT OF RIGHTS.

By participating in this Plan, you, as well as all other Beneficiaries and/or Payees (in both their individual and representative capacities), are obligated to the provisions of this Plan, including, without limitation, the "Recovery from Third Parties," "Notice of Legal Proceedings," and "Assignment of Rights" sections hereof. Upon the request of the Claims Administrator, you and any of your Beneficiaries must assign to The RIGHT Way Plan the right to begin or intervene in any lawsuit, settlement discussion or other proceeding described above, and to use your name for that purpose. The RIGHT Way Plan will have all rights and privileges with respect to any such proceeding (such as the right to select legal counsel or pursue appeals) you or our Beneficiaries would have. You must provide all reasonable aid in any such proceeding as requested by the Claims Administrator. You and your Beneficiaries must also release and do release The RIGHT Way Plan, the Employer, the Claims Administrator, the Committee and their representatives from any claims that may arise out of the pursuit or handling by The RIGHT Way Plan of any such lawsuit, settlement discussion or other proceeding.

Notwithstanding anything contained herein, to the extent you and/or a Beneficiary receives benefits or benefits are paid on your behalf under The RIGHT Way Plan, you and/or each Beneficiary will be deemed to have assigned to The RIGHT Way Plan the right to intervene in or institute any lawsuit, settlement discussion, or other proceeding described in the preceding provision, and to use your or your Beneficiary's name for such purpose.

The RIGHT Way Plan shall have the right to select legal counsel of its own choice and such counsel shall have complete control over the conduct of any lawsuit, settlement discussion, or other proceeding described above without the consent or participation of any such Payee. Whenever The RIGHT Way Plan shall intervene in or institute any lawsuit or other proceeding as permitted by the provisions of this Section, The RIGHT Way Plan may pursue same to a final determination and The RIGHT Way Plan expressly reserves the right to appeal from any adverse judgment or decision. You, your Beneficiary and/or each Payee shall give The RIGHT Way Plan all reasonable aid in any such lawsuit, settlement discussion, or other proceeding in effecting settlement, in securing evidence, in obtaining witnesses, or as may otherwise be requested by the Claims Administrator.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION.

The Claims Administrator may, without the consent of or notice to any person or organization, release to or obtain from any person or organization, information needed to implement Plan provisions. When you request benefits, you must furnish all information requested by the Claims Administrator.

AMENDMENT OR TERMINATION OF PLAN

The Employer presently intends to continue The RIGHT Way Plan indefinitely. However, the Employer reserves the right to amend, modify, or terminate The RIGHT Way Plan at any time. Any such amendment or termination will be pursuant to formal written action of a representative authorized to act on behalf of the Employer. No amendment or termination of The RIGHT Way Plan will reduce the amount of any benefit payable under The RIGHT Way Plan to or with respect to a Participant in connection with an

Injury occurring prior to the date of such amendment or termination.

GENERAL INFORMATION

TYPE OF PLAN.
A self-funded, non-fringe, welfare benefit plan providing wage replacement and/or medical benefits due to an Injury.

See the Adoption Agreement for:

- Plan Name;
- Name and Address of the Employer (who is The RIGHT Way Plan Sponsor and Plan Administrator);
- Contact Person and Telephone Number for Claims Administrator;
- Name and Address of Person Designated as Agent for Service of Legal Process; and
- The Employer and Plan Identification Numbers.

PLAN YEAR.
The RIGHT Way Plan generally operates and keeps its records based on the 12-calendar month period ending each December 31.

ERISA RIGHTS STATEMENT

As a participant in The RIGHT Way Plan, you are entitled to certain right and protections under the Employee Retirement Income Security Act of 1974 ("ER1SA"). ERlSA provides all Plan participants shall be entitled to:

Receive information about your Plan benefits.

- Examine, without charge, at The RIGHT Way Plan Administrator's office and at other specified locations (such as work sites) all documents governing the Plan, including insurance contracts (if any), and copies of the latest annual report (Form 5500 Series) filed by The RIGHT Way Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to The RIGHT Way Plan Administrator, copies of documents governing the operation of The RIGHT Way Plan, including insurance contracts (if any), and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The RIGHT Way Plan Administrator may make a reasonable charge for the copies.

PRUDENT ACTIONS BY PLAN FIDUCIARIES.
In addition to creating rights for Plan participants. ERlSA imposes duties upon the people who are responsible for the operation of The RIGHT Way Plan. The people who operate your Plan, called "fiduciaries" of The RIGHT Way Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you m any way to prevent you from obtaining a welfare benefit or exercising your rights under ERlSA.

ENFORCE YOUR RIGHTS.
If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERlSA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from The RIGHT Way Plan and do not receive them within 30 days, you may request binding arbitration under the Employer's binding arbitration program, called “The RIGHT Way Dispute Resolution Plan.” In such a case, an arbitrator may require The RIGHT Way Plan Administrator to provide the materials and pay you up to $147 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of The RIGHT Way Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may request binding arbitration under The RIGHT Way Dispute Resolution Plan after exhausting the claims procedures under The RIGHT Way Plan. If Plan fiduciaries misuse The RIGHT Way Plan's money or if you are discriminated against for asserting your

rights, you may seek assistance from the U.S. Department of Labor, or you may request binding arbitration under The RIGHT Way Dispute Resolution Plan. An arbitrator will decide who should pay court costs and legal fees. If you are successful, an arbitrator may order the person you have brought a claim against pay these costs and fees. If you lose, an arbitrator may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS.
If you have any questions about your Plan, you should contact The RIGHT Way Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from The RIGHT Way Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration. U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration. U.S. Department of Labor. 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPLICABLE LAW

This Plan shall be governed and construed in accordance with the provisions of ERISA and, except where superseded by federal law, the laws of Texas. This Plan is exempt from the group health plan requirements of:

- Part 7 of ERISA by operation of one or a combination of the excepted benefits listed in ERISA Section 733(c)(1) and is therefore exempt from the standards and other requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), and

- The Public Health Service Act by operation of one or a combination of the excepted benefits listed in Title 42 of the United States Code Section 300gg-91(c)(1) and is therefore exempt from the requirements of the Patient Protection and Affordable Care Act.

ASSISTANCE WITH QUESTIONS

If you any questions about The Right Way Plan, you should contact. the Employer or the Plan Administrator.

APPENDIX A

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

THE RIGHT WAY PLAN ("PLAN") SHALL COMPLY WITH THE "STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION" (THE "HIPAA PRIVACY RULES")

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT A PARTICIPANT MAY BE USED AND DISCLOSED AND HOW AN EMPLOYEE/PARTICIPANT CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The RIGHT Way Plan shall take reasonable steps to ensure the privacy of your Protected Health Information ("PHI") to the extent the privacy requirements of the Health Insurance Portability and Accountability Act ("HIPAA") apply to health benefits provided under this Plan.

"Protected Health Information includes any individually identifiable health information transmitted or maintained by The RIGHT Way Plan, **but does not include**: (1) individually identifiable health information contained in education records and employment records held by an Company, or "de-identified information," which is information not identifying you and there is no reasonable basis to believe it can be used to identify you.

This Notice is being provided in order to inform you, your spouse and your dependents (hereinafter "you," as applicable) of (1) The RIGHT Way Plan's uses and disclosures of your PHI (2) The RIGHT Way Plan's rights and responsibilities with respect to your PHI, and (3) your privacy rights with respect to your PHI, Unless otherwise indicated below, the terms used in this Appendix shall have the same meanings as defined in The RIGHT Way Plan.

As used herein, the terms "Company" and "Employer" shall have the meanings set for the in The RIGHT Way Plan, and the Company and Employer shall be collectively referred to in this Notice as the "Company."

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The RIGHT Way Plan may use and disclose your PHI in the following situations without first obtaining your written consent or authorization:

Uses and Disclosures Directly to You. Upon request, The RIGHT Way Plan is required to give you access to certain PHI in order for you to copy and inspect it.

Accounting of Your PHI. Upon request, The RIGHT Way Plan is required to provide you with an accounting of certain disclosures of your PHI The RIGHT Way Plan has made.

Treatment, Payment or Health Care Operations.
The RIGHT Way Plan may use or disclose your PHI in the following situations related to treatment, payment or health care operations:

- **Treatment**. **The RIGHT Way Plan may disclose your PHI to a doctor, hospital or other health care provider for you to receive medical treatment.** "Treatment" includes the provision, coordination or management of health care and related services and includes, but is not limited to, consultations and referrals between one or more of your health care providers.
- **Payment. The RIGHT Way Plan may use your PHI and disclose your PHI to another health plan or health care provider in order to pay claims under The RIGHT Way Plan**. "Payment" activities include but are not limited to, things such as coverage determinations, billing, claims management, coordination of benefits, subrogation, plan reimbursement, reviews of medical necessity, utilization review and preauthorization.

- **Plan's Health Care Operations.** The RIGHT Way Plan may use your PHI for The RIGHT Way Plan's health care operations. "Health Care Operations" includes, but is not limited to, (1) quality assessment and improvement, (2) reviewing qualifications of health care professionals, (3) underwriting, premium rating and other insurance activities relating to creating, renewing or replacing health insurance contracts (including excess loss insurance), (4) conducting or arranging for medical review, legal services and audit functions, including fraud and abuse detection, and compliance programs, (5) business planning and development, (6) business management activities, resolution of internal grievances, and due diligence activities related to the sale or transfer of assets to another entity, and (7) creating de-identified health information in certain cases.
- **Another Entity's Health Care Operations.** The RIGHT Way Plan may also disclose your PHI to another health plan or health care provider for the health care operations of the entity receiving the PHI**,** provided each entity either has or had a relationship with you, the PHI pertains to this relationship and the disclosure is for (1) health care operations, or (2) health care fraud and abuse detection or compliance purposes.

Contact with Affected Individual. The RIGHT Way Plan may contact you to provide appointment reminders or information about treatment alternatives or other health- related benefits and services.

Exception: Psychotherapy Notes. Your written authorization generally must be obtained before The RIGHT Way Plan will use or disclose psychotherapy notes about you. "Psychotherapy notes" are separately filed notes about your conversations with your mental health professional during a counseling session. They do not, however, include summary information about your mental health treatment. In addition, The RIGHT Way Plan may use and disclose such notes when directly needed to defend itself against litigation filed by you, (Note psychotherapy is not a covered Medical Benefit under The RIGHT Way Plan).

Uses and Disclosures to Plan Sponsor and Claims Administrator. The RIGHT Way Plan may disclose PHI to the Company in its capacity as The RIGHT Way Plan sponsor and to the Claims Administrator for the sole purpose of permitting the Company and/or Plan to perform plan administration functions consistent with the following rules:

- The Company and Claims Administrator shall use and disclose PHI provided by The RIGHT Way Plan only to the extent the use and disclosure is permitted or required under the HIPAA Privacy Rules;
- The Company and Claims Administrator shall not use or further disclose PHI other than as permitted or required by The RIGHT Way Plan or by law;
- The Company and Claims Administrator shall require any agents, including a subcontractor, to whom it provides PHI from The RIGHT Way Plan to agree to the same restrictions and conditions that apply to the Company with respect to PHI;
- The Company and Claims Administrator shall not use or disclose PHI from The RIGHT Way Plan for employment-related actions and decisions or in connection with any other benefit of the Company;
- The Company and Claims Administrator shall report to The RIGHT Way Plan any use or disclosure of PHI provided by The RIGHT Way Plan inconsistent with the purpose for which the PHI was provided, once the Company becomes aware of such inconsistent use or disclosure;
- The Company and Claims Administrator shall provide you access to your PHI as provided by the HIPAA Privacy Rules;
- The Company and Claims Administrator shall make PHI available for amendment by you and shall incorporate any amendments made into your PHI;
- The Company and Claims Administrator shall make available to you information required in order to provide an accounting of any disclosures of your PHI made by The RIGHT Way Plan, to extent these disclosures must be accounted for under the HIPAA Privacy Rules;

- The Company shall make its internal practices, books, and records relating to the use and disclosure of PHI from The RIGHT Way Plan available to the Department of Health and Human Services to determine Plan compliance with the HIPAA Privacy Rules;
- If feasible, the Company and Claims Administrator shall return or destroy all PHI received from The RIGHT Way Plan that the Company and Claims Administrator still maintain in any form and shall retain no copies of such PHI when no longer needed for the purpose for which disclosure was made. However, if this return or destruction is not feasible, the Company and Claims Administrator shall limit further uses and disclosures of the PHI to those purposes making the return or destruction of the PHI infeasible; and
- The Company shall ensure adequate separation has been established between the Company, in its capacity as plan sponsor, and The RIGHT Way Plan.

Separation between Company and The RIGHT Way Plan. The RIGHT Way Plan's designated Claims Administrator, The RIGHT Way Plan's designated Appeals Committee members and their respective staff members designated to perform Plan functions shall be the only employees or other persons under the direct control of the Company that shall be given access to PHI for use and disclosure. Their access to and use of PHI shall be restricted to The RIGHT Way Plan Administrator functions that the Company, in its capacity as plan sponsor, performs for The RIGHT Way Plan. In the event any of these persons fails to comply with the requirements of the HIPAA Privacy Rules, you may submit a complaint in writing to the Contact Person listed at the end of this Notice.

Exceptions. The RIGHT Way Plan may disclose to the Company as plan sponsor without complying with the requirements of this Section if the disclosure involves:

- PHI to the extent specified in a valid, written authorization from you;
- Summary health information, if the Company requests summary health information for the limited purpose of (1) obtaining premium bids for insurance coverage related to The RIGHT Way Plan, or (2) modifying, amending or terminating The RIGHT Way Plan: or
- Information on whether an individual is participating in The RIGHT Way Plan.

Uses and Disclosures Requiring an Opportunity for You to Agree or Object. The RIGHT Way Plan may use or disclose PHI in the following situations in which you have been informed in advance of the use or disclosure and can agree to, prohibit or restrict the use or disclosure in accordance with the HIPAA Privacy Rules:

- Disclosure to your family member, other relative, or a close friend, (or any person you identify) of PHI directly relevant to the person's involvement with your care or payment related to your care; or
- Disclosure of PHI to notify or assist in the notification of (including identifying or locating) your family member, a personal representative (or another person responsible for your care) of your location, general condition, or death.

Requirements When You Are Present. If you are present for, or otherwise available prior to, a use or disclosure specified above, The RIGHT Way Plan must:

- Obtain your agreement;
- Provide you with the opportunity to object to the disclosure and determine you do not express an objection; or
- Reasonably infer from the circumstances, based on the exercise of professional judgment, you do not object to the disclosure.

Requirements When You Are Not Present. If you are not present, or the opportunity to agree or object to the use or disclosure cannot practicably be provided because of your capacity or an emergency circumstance, The RIGHT Way Plan may, in the exercise of professional judgment, determine (and make reasonable inferences as to) whether the disclosure is in your best interests and, if so, disclose

only the PHI directly relevant to the person's involvement with your health care.

Disaster Relief Purposes. The RIGHT Way Plan may use or disclose PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating with such groups the uses or disclosures specified in this Section. The requirements this Section will apply to the extent The RIGHT Way Plan, in the exercise of professional judgment, Determines the requirements do not interfere with the ability to respond to the emergency circumstances.

Other Special Circumstances. The RIGHT Way Plan may use or disclose PHI to the extent the use or disclosure is required by law and complies with and is limited to the relevant requirements of the law, such as to investigate or determine whether The RIGHT Way Plan is in compliance with HIPAA Privacy Rules. The RIGHT Way Plan may also disclose PHI as follows:

- **Public Health.** For public health activities, including disclosure to (1) a public health authority authorized by law to collect information to prevent or control disease or conduct public health surveillance, (2) a public health authority empowered by law to receive reports of child abuse or neglect, (3) under certain circumstances a person subject to the jurisdiction of the Food and Drug Administration (FDA), (4) a person exposed to a communicable disease, or (5) in certain circumstances, an employer regarding workplace, related medical surveillance activities.
- **Public Safety.** To an authorized government authority when The RIGHT Way Plan reasonable believes you are a victim of abuse, neglect or domestic violence, or the extent necessary to avert a serious and imminent threat to health and safety.
- **Health Oversight.** For health oversight activities authorized by law, such as fraud or abuse audits, investigations, and civil, administrative or criminal proceedings (unless the activity does not arise out of and is not directly related to the receipt of health care or qualification for public health benefits).
- **Judicial/Administration Proceedings.** For judicial and administrative proceedings, such as responding to a court order, subpoena, discovery request or other lawful process, when certain conditions are met.
- **Law Enforcement.** For law enforcement purposes to a law enforcement official, provided the requesting party must satisfy certain HIPAA Privacy Rule requirements when PHI is to be disclosed for identification and location purposes.
- **Death.** For certain uses and disclosures to coroners, medical examiners and funeral directors related to decedents, subject to the specific limitations of the HIPAA Privacy Rules,
- **Organ Donation.** To organ procurement organizations, regarding cadaveric organs, eyes or tissue for donation purposes.
- **Research.** For research purposes provided an Institution Review Board or privacy board approves the waiver of individual authorization required under the HIPAA Privacy Rules and certain other conditions are met.
- **Military and National Security.** For specialized government functions, such as separation or discharge from the military, to determine eligibility for veterans· health benefits, national security or lawful intelligence activities, or for protective services.
- **Workers' Compensation.** To the extent necessary to comply with workers· compensation or other similar programs established by law.

PLAN RIGHTS AND RESPONSIBILITIES

Authorization. Except as otherwise indicated in this Notice, The RIGHT Way Plan will only make uses and disclosures of your PHI with your valid, written authorization. You have the right to revoke this authorization at any time, provided your revocation is made in writing to the Contact Person listed at the end of this Notice. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Such revocation may, however, impact The RIGHT Way Plan's ability to investigate and pay your claim for benefits.

Notice. The RIGHT Way Plan is required by law to maintain the privacy of PHI and to provide you with this Notice of its legal duties and privacy practices with respect to PHI. The RIGHT Way Plan is required w abide by the terms of the Notice currently in effect and shall not use or disclose PHI in a manner inconsistent with this Notice. However, The RIGHT Way Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI it maintains. The RIGHT Way Plan may provide this revised Notice by distributing amended benefit materials, by distributing a summary of material modifications to The RIGHT Way Plan's SPD or by providing the Notice as a separate document.

Minimum Necessary. When using or disclosing PHI or when requesting PHI, The RIGHT Way Plan shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. However, this minimum necessary requirement shall not apply to:

- Disclosures to or requests by a health care provider for treatment;
- Permitted or required uses or disclosures made to you, or uses or disclosures made in accordance with a valid written authorization from you;
- Required disclosures made to the Department of Health and Human Services; and/or
- Uses or disclosures otherwise required by law, including compliance with the HIPAA Privacy Rules.

Agreed Restrictions. If you and The RIGHT Way Plan agree to a restriction of your PHI, The RIGHT Way Plan may not use or disclose PHI in violation of the restriction, except to the limited extent the restricted PHI is needed to provide you with emergency care and the health care provider providing emergency care agrees not to further use or disclose the PHI, You and The RIGHT Way Plan may not agree to restrictions with respect to:

- Required disclosures to you, as specified under the HIPAA Privacy Rules; or
- Uses and disclosures required or permitted under the HIPAA Privacy Rule without your authorization or agreement (See the Section of this Notice entitled "'Other Special Circumstances").

De-Identified Information. The RIGHT Way Plan may use PHI to create information that is not individually identifiable health information ("de-identified information") or disclose PHI only to a Business Associate for that purpose, regardless of whether The RIGHT Way Plan will use the de-identified information. The HIPAA Privacy Rules do not apply to de-identified information meeting the standard and implementation specifications of the HIPAA Privacy Rules, unless:

- The RIGHT Way Plan discloses a code or other means of record identification designed to enable de-identified information to be re-identified: or
- the de-identified information is otherwise re-identified,

Business Associates. A "Business Associate" is generally a third party that provides certain services to or on behalf of The RIGHT Way Plan (such as claims administration services, billing, legal, actuarial, accounting, consulting, data aggregation, etc.) and the services involve the use or disclosure of PHI. The RIGHT Way Plan may disclose PHI to a Business Associate and may allow a Business Associate to create or receive PHI on its behalf, if The RIGHT Way Plan obtains satisfactory assurance that the Business Associate will appropriately safeguard the PHI. The Plan shall document these satisfactory assurances through a written contract or other written arrangement with the Business Associate and must ensure these satisfactory assurances satisfy the HIPAA Privacy Rules that apply to Business Associate communications. However, this requirement shall not apply:

- If The RIGHT Way Plan discloses PHI to a health care provider concerning your treatment: and/or
- If The RIGHT Way Plan discloses PHI to the Company in its capacity as plan sponsor for The RIGHT Way Plan, provided The RIGHT Way Plan complies with the requirements for these disclosures.

Personal Representatives. For purposes of using and disclosing PHI, The RIGHT Way Plan must treat your personal representative as if it were you, in accordance with the HIPAA Privacy Rules. Your personal representative will be required to produce evidence of his/her authority to act on your behalf (for example, a court order of appointment or a notarized power of attorney) before that person will be given access to your PHI or allowed to take any action for you. The RIGHT Way Plan retains discretion to deny access to your PHI to a personal representative.

Other Uses and Disclosures. A workforce member of The RIGHT Way Plan may disclose PHI if the workforce member is a "whistleblower" or victim of a crime, provided these disclosures are made in accordance with the standards of the HIPAA Privacy Rules.

YOUR RIGHTS

Rights of Individuals Regarding PHI. You have the right to request restrictions on uses and disclosures of Protected Health Information (PHI) to carry out treatment, payment or health care operations. However, The RIGHT Way Plan is not required to agree to a restriction.

Alternate Communications. You have the right to request The RIGHT Way Plan communicate PHI to you by alternative means or at alternative locations, if you clearly state the disclosure of all or part of that information by regular means could endanger you. These requests must be reasonable and may be conditioned upon you providing, when appropriate, information as to how payment, if any, will be handled and specification of an alternative address or other method of contact.

Access. You have the right to inspect and copy your PHI The RIGHT Way Plan maintains for "payment" activities as described in the Section of this Notice entitled "Treatment, Payment and Health Care Operations," subject to certain exceptions specified in the HIPAA Privacy Rules. If you request copies, The RIGHT Way Plan may charge a reasonable fee for locating, copying and mailing your PHI to you.

Amendments. You have the right to amend and make correction to your PHI and any agreed upon amendment will be either attached to or included in your PH] records. However, your amendment request may be denied if the PHI subject to your request:

- Was not created by The RIGHT Way Plan, unless you provide a reasonable basis to believe the originator of the PHI is no longer able to make your requested amendment;
- Is not part of your PHI that The RIGHT Way Plan maintains for "payment" activities; or
- Is already accurate and complete.

Accounting. You have the right to receive an accounting of disclosures of your PHI made by The RIGHT Way Plan within the six (6) years prior to the date of your request, except for disclosures:

- That apply to the treatment, payment and health care operations of The RIGHT Way Plan;
- Made to you or made pursuant to a valid, written authorization;
- That occurred prior to the Effective Date of this Notice;
- As part of a limited data set, as provided under the HIPAA Privacy Rules;
- For national security or intelligence purposes as provided by law;
- To correctional institutions or other custodial law enforcement officials as permitted by the HIPAA Privacy Rules" or
- Incidental to a use or disclosure required or permitted by HIPAA Privacy Rules.

If you request more than one accounting within a 12-month period, The RIGHT Way Plan will charge a reasonable, cost-based fee for each subsequent accounting you request.

Copy of This Notice. You have the right to obtain a paper copy of this Notice upon request, including individuals who agree to receive this Notice electronically.

Complaints. You may complain to The RIGHT Way Plan or the Secretary of Health of Human Services if you believe your privacy rights have been violated.

You will not be retaliated against for filing a complaint.

Exercising Your Rights. You or your personal representative may exercise any of your rights specified in this Section by submitting a written request to the Contact Person listed at the end of this Notice. You will receive a response to your request within 30 days, subject to a 30-day extension. If your request is denied in whole or in part, The RIGHT Way Plan shall provide you with a written denial explaining the basis for the denial. If you disagree with a denial of your request or complaint, you may provide a written statement to the Contact Person and/or take any further action provided in this Notice, or by law

CONTACT PERSON.

For further information regarding The Right Way Plan, The RIGHT Way Dispute Resolution Plan or mandatory binding arbitration, please contact your Employer.

CONTACT INFORMATION.

The contact information for the Employer and The RIGHT Way Plan are set out in the Adoption Agreement.

THE RIGHT WAY DISPUTE RESOLUTION PLAN DETAIL

BINDING ARBITRATION OF CERTAIN DISPUTES

The McDonald's owner operator ("Employer") at the McDonald's restaurant where you ("Employee") work believes in doing things the **RIGHT WAY**, including when serving customers, preparing food and working with employees. This is especially true when it comes to workplace safety. We are committed to providing a safe place to work and eliminating unsafe practices and conditions in our restaurant. Each Employee's cooperation and assistance is needed to achieve this goal.

However, sometimes, despite the best efforts, accidents happen, and someone gets hurt. Usually it's just a minor cut or bruise, but occasionally it's a more serious injury. If this happens, your Employer is committed to paying Medical and Wage Replacement benefits as described in The RIGHT Way Plan. On occasion, a disagreement or dispute may arise concerning a "Covered Claim" as defined below (which includes claims or disputes in any way relating to (a) The RIGHT Way Plan, (b) an occupational injury or illness, (c) an Accident or Injury, and/or (d) death caused by an occupational injury or illness or an Accident or Injury).

SOLVING PROBLEMS THE RIGHT WAY

We believe the best way to resolve disputes related to a Covered Claim is to work them out together. Taking problems to court can be a lengthy and expensive process for the Employee and/or the Employer.

So, Employer developed **The RIGHT Way Dispute Resolution Plan**. It is a two-step mandatory process for resolving disputes concerning a Covered Claim. The **RIGHT Way Dispute Resolution Plan** is designed to get results the **RIGHT Way**.

MANDATORY BINDING ARBITRATION

Employer has adopted a mandatory Employer policy as set out in this The RIGHT Way Dispute Resolution Plan requiring individual, final and binding arbitration of Covered Claims. The RIGHT Way Dispute Resolution Plan and its mandatory procedures originally became effective on the "Effective Date" set forth in the Adoption Agreement. This Employer policy is the required and exclusive way to resolve all Covered Claims. The types of claims covered by the program and the binding arbitration procedures are explained below.

The RIGHT Way Dispute Resolution Plan, including its binding arbitration components, are an essential element of Employee's employment relationship with Employer and are a mandatory condition of Employee's employment with Employer. Employee and each Beneficiary accepts and agrees to The RIGHT Way Dispute Resolution Plan by Employee receiving a copy of this plan booklet and/or Employee becoming employed and/or continuing Employee's employment with Employer at any time on or after the Effective Date.

Although Employee is required to sign "The RIGHT Way Plan Acceptance" and the "Receipt and Arbitration Acknowledgment and Consent," neither Employee's or any Beneficiary's signature nor any other written agreement to The RIGHT Way Plan is necessary for The RIGHT Way Dispute Resolution Plan to apply and for the following two-step process to apply to Employee, Beneficiaries and Employer on any Covered Claims.

Each Party must use the processes set out in The RIGHT Way Dispute Resolution Plan, including binding arbitration, rather than a courtroom to resolve all Covered Claims arising on or after the Effective Date. This updated The RIGHT Way Dispute Resolution Plan also applies to Covered Claims relating to matters occurring before the Effective Date if any Party has not prior to such date raised the matter under The RIGHT Way Dispute Resolution Plan rules as they existed before the Effective Date or otherwise filed a legal action in a court or with a governmental agency.

WAIVER OF JURY/JUDGE TRIAL

EMPLOYEE, EMPLOYER AND EACH BENEFICIARY UNCONDITIONALLY WAIVES THEIR RESPECTIVE RIGHT TO A JURY OR BENCH TRIAL OF ANY COVERED CLAIM. EMPLOYEE, EMPLOYER AND EACH BENEFICIARY ACKNOWLEDGES THE RIGHT TO A JURY TRIAL IS A CONSTITUTIONAL RIGHT, AND EACH AGREES THIS JURY AND BENCH TRIAL WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY AND NONE WERE UNDER ANY DURESS. EACH PARTY AGREES TO THE WAIVER OF THE RIGHT TO HAVE ANY COVERED CLAIM DECIDED BY A JUDGE OR JURY, AND AGREE ALL SUCH CLAIMS WILL BE DECIDED BY AN ARBITRATOR AS SET FORTH IN THE RIGHT WAY DISPUTE RESOLUTION PLAN.

SUFFICIENT NOTICE. EMPLOYER, EMPLOYEE AND EACH BENEFICIARY AGREE RECEIPT OF THE RIGHT WAY PLAN, THE RIGHT WAY WORK-INJURY SUMMARY PLAN DESCRIPTION AND/OR THE RIGHT WAY DISPUTE RESOLUTION PLAN CONSTITUTES LEGALLY SUFFICIENT NOTICE TO EMPLOYEE AND EACH BENEFICIARY OF THE BINDING ARBITRATION AGREEMENT THAT IS A PART OF THE RIGHT WAY PLAN AND IS SET FORTH IN THE RIGHT WAY DISPUTE RESOLUTION PLAN.

ALTHOUGH EMPLOYEE IS REQUIRED TO SIGN THE "THE RIGHT WAY PLAN ACCEPTANCE" AND THE "RECEIPT AND ARBITRATION ACKNOWLEDGEMENT AND CONSENT," NEITHER EMPLOYEE'S OR ANY BENEFICIARY'S SIGNATURE NOR ANY OTHER WRITTEN AGREEMENT TO THE RIGHT WAY PLAN IS NECESSARY FOR THE RIGHT WAY DISPUTE RESOLUTION PLAN TO APPLY. EMPLOYEE'S CONTINUED EMPLOYMENT WITH EMPLOYER CONSTITUTES NOTICE AND

ACCEPTANCE OF THE RIGHT WAY DISPUTE RESOLUTION PLAN AND ITS MANDATORY BINDING ARBITRATION PROVISIONS.

Getting the RIGHT Answers to Problems.
The RIGHT Way Dispute Resolution Plan applies to disputes any Party has relating to a Covered Claim. Problems Employee may have with Employee's work schedule, Employee's work assignment, uniforms, disputes with co-workers, harassment issues, or other such matters should continue to be resolved with Employee's supervisor or the restaurant manager or restaurant owner. The RIGHT Way Dispute Resolution Plan will not apply to these types of issues (additional issues not covered by The RIGHT Way Dispute Resolution Plan are listed in this booklet).

The RIGHT Steps.
Resolving problems or disputes concerning Covered Claims the RIGHT Way requires each Party to use the following two-step process:

1) **Communication**

2) **Binding Arbitration**

Step 1. Communication.
Many times, problems arise because of misunderstandings or lack of communication. These problems can usually be resolved by talking them out one-on-one with your supervisor or restaurant manager. Under Step 1, talk to your supervisor or manager about any dispute concerning a Covered Claim. To make sure both sides understand each other, Employer will designate a translator to help when appropriate. Employer understands some problems are very sensitive and will make every effort to keep your concerns confidential whenever possible.

Step 2. Binding Arbitration.
Resolving certain Covered Claims may require a binding decision from a person not affiliated with any Party; a person who knows the law and has the expertise to make wise, fair judgments. Binding Arbitration is a process where the Parties agree to have a single impartial person (an arbitrator) make a final and binding decision by which each Party must abide. The arbitrator will be chosen by the Parties. Subject to the approval of the arbitrator, the Parties can also agree on the procedural rules for the binding arbitration process. If the Parties cannot agree on an arbitrator, then the Party seeking binding arbitration must file a request for binding arbitration with the American Arbitration Association ("AAA"). If the Parties cannot agree on the procedural rules for the binding arbitration process, regardless of the arbitrator, then the procedural rules will be the AAA's arbitration rules for employment.

The arbitrator is like a judge. He or she listens carefully to the information each Party presents, and then decides on the claim, deciding on any award the arbitrator believes is appropriate. Binding arbitration is a formal process which is governed by rules and legal standards. The goal of binding arbitration is to resolve problems quickly and fairly, while trying to maintain the relationship between Employee and Employer.

Here's how the binding arbitration process works:

➔ **Request binding arbitration.** Either Party can request binding arbitration by completing a "Request for Binding Arbitration" form (available from the AAA's website) and providing the other Party with a copy of such Request. The Parties can then attempt to select an arbitrator and attempt to agree on the procedural rules for the binding arbitration process. If the Parties cannot agree on an Arbitrator, then the Party requesting binding arbitration must send the Request for Binding

Arbitration to the AAA, and send a copy to the other Party.

➔ **Choosing an arbitrator.** Once the AAA receives a request, it will send Employee and Employer a list of arbitrators with a brief biography of each. For all binding arbitration proceedings, regardless of the location of the dispute, the parties will jointly select and utilize one arbitrator from a AAA panel of arbitrators who are located in Dallas, Texas or Houston, Texas. Each Party will then need to remove the names of arbitrators the Party does not want to hear the case and list the remaining arbitrators in order of preference. The Parties are to then return the list to the AAA, and the AAA will assign an arbitrator.

➔ **Single, Separate Binding Arbitration.** Binding arbitration under The RIGHT Way Dispute Resolution Plan is of each employee's claims separately. Claims pertaining to different employees are to be heard in separate proceedings. The Parties agree to waive any right to a class action arbitration and agree class arbitration is prohibited for all Covered Claims. If Employee has more than one Injury, the Parties may agree to arbitrate such Injuries in one binding arbitration.

➔ **Pay filing fee and arbitration fees.** If Employee initiates the binding arbitration process (or, if this process is challenged by either Party or when arbitration is compelled by court order), then Employee must pay $200.00 of the filing fee assessed by the arbitrator chosen by the Parties or by the AAA. Employer will pay the remainder of any such filing fee. If Employer initiates the binding arbitration, then Employer will pay the entire filing fee.

The arbitrator also charges a fee for his or her time, and there may also be other administrative expenses payable to the arbitrator or to the AAA. Employer will pay the arbitrator's entire fee and any other administrative expenses; provided, however, Employee may elect to also pay up to one-half of these fees and expenses, if Employee chooses to do so.

The only reason Employer pays more of these expenses is to make it less costly for Employee. Because the arbitrator is neutral, his or her decision will not be affected by who pays a greater share of the expense. In fact, the arbitrator may not even know how the amounts paid are divided between the parties.

If the arbitrator rules in Employee's favor on all claims, Employer will reimburse Employee for any filing or arbitrator fee or administrative expense paid by Employee.

➔ **Attend the hearing.** The arbitrator or the AAA will notify the Parties of the place, date and time of the hearing. The location of each binding arbitration proceeding will be established on a regional basis and will depend on the geographic location of Employee's employment. During the hearing, each Party may present the facts. Either Party may choose to hire a lawyer to participate with them in the hearing. If they do, the Party hiring the lawyer will be responsible for paying any fees and expenses charged by such Party's lawyer.

➔ **A Decision is made.** Based on the facts presented, the arbitrator will make a final and binding decision. If Employee wins, the arbitrator may award Employee anything Employee could have received from a court of law.

<u>Why Binding Arbitration is the RIGHT Choice</u>.

Binding arbitration offers several advantages to both Employee and Employer:

1) **Less for attorneys and more for Employee**. Neither Party is required to have an attorney to pursue binding arbitration. By not having

an attorney, Employee will not have to share with an attorney any award Employee receives from an arbitrator. If hired on a "contingency basis," which means the attorney's fees are a certain percentage of any amount an Employee is awarded, the attorney typically receives 33% to 50% of the amount of any award or settlement.

2) **Protected rights.** Binding arbitration offers protections similar to a court. Employee keeps the legal right to seek damages. It is only the process and venue that changes from a lengthy and expensive trial to a quicker resolution with a fair and experienced arbitrator. The arbitrator, just like a judge or jury, may award Employee anything Employee might seek to recover through a court.

3) **Fast decisions.** When a problem is taken to court, it can take years to resolve. But with binding arbitration, decisions can often be reached in just a couple of months.

4) **Fair decisions.** Courts hear all types of cases ranging from car accidents to divorces. Judges and juries do not specialize in solving employment problems, but arbitrators do. Plus, the arbitrator is objective and does not have any relationship with Employer or Employee.

5) **Better relationships.** Binding arbitration is less formal than a courtroom trial and emphasizes a straightforward and open exchange of information. For this reason, it is much more likely to preserve the working relationship than a trial, which often draws clear battle lines and closes the lines of communication.

AAA Address:

The current AAA address is:

American Arbitration Association (AAA)
Attn: Regional Claims Administrator
13727 Noel Road, Suite 700
Dallas, TX 75240

Please confirm the AAA address before sending any correspondence to the above address.

What Does an Employee Need to Do?

Current Employees as of the Effective Date, and Employees hired on or after the Effective Date, will automatically be covered by The RIGHT Way Dispute Resolution Plan, as updated herein. Keep this booklet for your records.

It is important that Employee understands Employee's acceptance of or continued employment with Employer constitutes acceptance by Employee and each of Employee's Beneficiaries of The RIGHT Way Dispute Resolution Plan. The RIGHT Way Dispute Resolution Plan is a condition of Employee's employment with Employer and is the only method for resolving Covered Claims. This updated program becomes effective for all Employees and Employer as of the Effective Date set out in the Adoption Agreement.

Information for Parents and Guardians.

If Employee is unmarried and under 18 years of age, Employer recognizes Employee's parents or legal guardian will be interested in this program and involved in Employee's decision to work for Employer. So, Employer wants Employee's parents or legal guardian to be informed about this program and how it affects Employee. **It is Employee's responsibility to provide this booklet to Employee's parents or legal guardian and/or to any Beneficiary so they too will understand The RIGHT Way Dispute Resolution Plan**.

DEFINITIONS

The definitions set forth in The RIGHT Way Plan, the RIGHT Way Work-Injury Summary Plan Description and in The RIGHT Way Dispute Resolution Plan apply to The RIGHT Way Dispute Resolution Plan, including but not limited to the following definitions:

"**Employee**" means a person who is employed in the regular business of, is under the direction and control of, and receives his pay on a regular basis by means of a salary, commission or wage directly from an Employer, and does not include an independent contractor or agent of a third-party. Such term includes only those Employees who, at the direction of an Employer, work in the State of Texas in the Employer's regular business, including those Employees working temporarily outside the State of Texas but under the direction and control of and in the regular business of Employer. Notwithstanding the foregoing, under no circumstances shall the term "Employee" include (a) an independent contractor, (b) a third-party agent, (c) an employee of an independent contractor or third-party agent, or (d) any person sent from or provided to the Company or an Employer by a Staff Leasing Services Company or a Professional Employer Organization or a Temporary Common Employer or other staff leasing entity unless such Staff Leasing Services Company or Professional Employer Organization or Temporary Common Employer or other staff leasing entity is owned and/or operated by the Company or Employer.

"**Employer**" means the Company and any other incorporated or unincorporated trade or business which is a member of a control group (within the meaning of Section 3(40) of ERISA) with respect to which the Company is also a member and which adopts this same Plan by completing Section A only of a separate Adoption Agreement with the written consent of the Company.

"**Company**" means the primary sponsoring employer that signs an Adoption Agreement, or any successor thereto.

"**Beneficiary**" or "**Beneficiaries**" means and includes a Spouse, Same Sex Spouse or Domestic Partner and all natural or adopted children, parents, heirs, legal representatives, guardians, next friends, assigns, and/or anyone claiming by, through or under a Employee/Participant. For purposes of this definition; (a) "Spouse" means the means a person of the opposite gender from Participant who is legally married to Participant as recognized by a marriage certificate issued under the laws of the State of Texas or similar government authority, or by a court decree of common law marriage (obtained at such person's sole initiative and expense); (b) "Same-Sex Spouse" means a person of the same gender as Participant whose marriage was performed in a jurisdiction recognizing same sex marriage; (c) "Domestic Partner" means the Domestic Partner of Participant in which the partnership is a same-sex relationship where: (i) each partner is age 18 or older; (ii) the partners are financially interdependent; (iii) each partner is legally competent to enter into contracts; (iv) the partners maintain a committed relationship; (v) the partners have lived together for at least twelve months prior to the date of Employee's Injury; (vi) neither partner is married, is legally separated, or has another domestic partner on the date of Employee's Injury; and (vii) the partners are not blood relatives to a degree closer than allowed for marriage in the State of Texas.

"**Party**" or "**Parties**" mean Employer, Employee and/or each Beneficiary

.

"**Plan**" means the occupational injury plan established or continued by Employer.

THE RIGHT WAY DISPUTE RESOLUTION PLAN PROGRAM RULES

In addition to the rules set forth above, here are some more details:

1) **Covered Claims**. Claims and disputes covered by The RIGHT Way Dispute Resolution Plan ("Covered Claims") include only those disputes that: (a) concern or relate to The RIGHT Way Plan; (b) any Employee or Beneficiary may now or in the future have against Employer or against its past, present or future officers, directors, shareholders, employees, agents, affiliates, subsidiaries, representatives, successors, or assigns, in their personal or official capacity, or against The RIGHT Way Plan or any person or entity involved in the administration of The RIGHT Way Plan, and (c) any such claims Employer may now or in the future have against Employee. This even applies to claims relating to matters occurring before the Effective Date if not, prior to such date, pursued under The RIGHT Way Dispute Resolution Plan rules as they existed before the Effective Date or through filing an action in any court or with any governmental agency.

Covered Claims include:

A. Any legal or equitable claim or dispute relating to the enforcement or interpretation of The RIGHT Way Plan;

B. Any legal or equitable claim or dispute relating to the enforcement or interpretation of The RIGHT Way Dispute Resolution Plan;

C. Any legal or equitable claim by or with respect to Employee for any form of physical or psychological damage, harm or death which relates to an Accident, Injury, illness, occupational disease or cumulative trauma including, but not limited to, claims of or for negligence, gross negligence, negligence *per s*e, discrimination, assault, battery, emotional distress, negligent hiring, negligent retention, retaliatory discharge, negligent training, negligent supervision, or violation of any other noncriminal federal, state or other governmental common law, statute, regulation or ordinance in connection with a job-related injury, regardless of whether the common law doctrine was recognized or whether the statute, regulation or ordinance was enacted before or after the Effective Date of this updated Plan;

D. Any claim a Beneficiary may have arising out of or related to any injury or death sustained by Employee while in the course and scope of Employment with Employer or arising out of Employee's employment with Employer.

The Parties agree any dispute, issue, controversy or claim arising out of or relating in any way to a Covered Claim, The RIGHT Way Plan and/or The RIGHT Way Dispute Resolution Plan, including but not limited those concerning formation, existence, validity, arbitrability, interpretation, applicability, enforceability and/or breach of The RIGHT Way Plan and/or The RIGHT Way Dispute Resolution Plan, any "gateway" issues not specifically required by state of federal law to be decided by a court, and all matters relating to procedural or substantive arbitrability and/or procedural or substantive unconscionability and/or fairness of The RIGHT Way Plan or The RIGHT Way Dispute Resolution Plan shall be <u>exclusively</u> resolved by the arbitrator.

The binding arbitration requirement under The RIGHT Way Dispute Resolution Plan includes all Covered Claims an Employee or Beneficiary has or may have in the future against an Employer, its officers, directors,

owners, employees, agents, representatives, subsidiaries, affiliates, successors or assigns and/or The RIGHT Way Plan, the Plan Administrator and/or the Claims Administrator (even if such claim relates to matters occurring before The RIGHT Way Dispute Resolution Plan's effective date if Employee has not prior to such date filed an action in a court or with a governmental agency).

This binding arbitration will be the sole and exclusive remedy for resolving any Covered Claim. It is expressly agreed Employee, Beneficiaries and Employer are **NOT** entitled to a trial by a jury or by the court on any Covered Claims.

2) **Claims Not Covered**. Claims or disputes not covered by The RIGHT Way Dispute Resolution Plan include:

A. Any general employment-related claim including but not limited to, wage, harassment, discrimination or any contract or tort claims not relate to an on-the-job injury or illness;

B. Any claim by an Employee relating to any employee benefit plan subject to ERISA, other than claims relating to The RIGHT Way Plan;

C. Any criminal complaint or proceeding;

D. Restitution by an Employee for a criminal act for which Employee has been found guilty or for has pleaded guilty, no contest or *nolo contendere*;

E. Any claim by Employer for injunctive or other equitable relief for an Employee's breach of contract, violation of a covenant against competition, unfair competition or the use or disclosure of trade secrets or other information.

Neither Employee nor Employer has to submit items B.1) through B.2) above to binding arbitration under The RIGHT Way Dispute Resolution Plan.

FILING A LAWSUIT DOES NOT TOLL STATUTE OF LIMITATIONS

Employee and Employer agree the filing of a lawsuit does not toll the applicable statute of limitations for any Covered Claims, and the applicable statute of limitations continues to run until (a) Employee and Employer mutually agree to toll the statute of limitations, or (b) Employee and/or Employer files a request for binding arbitration as set forth herein.

Employee and Employer agree that if a request for binding arbitration of any Covered Claim is not provided to the other Party or filed with AAA as provided herein within the applicable statute of limitations, then Employee and/or Employer agree the statute of limitations bars recovery on all such Covered Claims. Employee and/or Employee waive the right to ever assert or recover under such Covered Claims, and such claims are void and unenforceable.

If after expiration of the applicable statute of limitation, a court or arbitrator determines the applicable statute of limitations does not bar or prevent a Party from asserting a Covered Claim, or such claim is not void or deemed waived, but the party is compelled to arbitrate, then the Party compelled to arbitrate must within 30 days of such determination make a written request for binding arbitration regarding such claim(s) with the other Party or with the AAA, or all such claims shall be void and deemed waived. Such notice of the request for binding arbitration must be given in the manner described herein.

PRE-ARBITRATION REQUIREMENT

The RIGHT Way Dispute Resolution Plan requires both parties exhaust the first step of the plan explained in this booklet before submitting their claim to binding arbitration. The only exceptions are (a) if filing of binding arbitration is necessary to avoid expiration of the applicable statute of limitations, or (b) for claims under The RIGHT Way Plan, which may be submitted directly to binding arbitration after exhausting The RIGHT Way Plan's administrative claims procedures.

Any Party compelled by a court to arbitrate must make a written request for binding arbitration regarding such claim(s) and provide it to the other Party or file it with the AAA and serve all other parties with thirty (30) days of such order or the Party's claim(s) shall be void and deemed waived. Such notice of the request for binding arbitration must be given in the manner described herein.

Required Notice of All Claims.
When either Party seeks binding arbitration, they must give written notice of any claim to the other Party within the applicable statute of limitations. The day of the occurrence shall be counted for purposes of determining the applicable period. If such notice is not given, the claim shall be void and deemed waived.

The Party requesting binding arbitration must deliver to the other Party or send to the AAA in care of the Regional Claims Administrator at the AAA's then current address a completed written Request for Binding Arbitration form. The Party requesting binding arbitration with the AAA must make sure this is the correct address before sending the Request for Binding Arbitration to the AAA. The Party requesting binding arbitration with the AAA must also send a copy of the completed Request for Binding Arbitration to the other Party. The Request for Binding Arbitration form is available on the AAA' website. This completed form must be sent to the other Party or the AAA by certified or registered mail, return receipt requested. If Employer initiates binding arbitration, it will give notice to Employee at the last address recorded in Employee's personnel file. The Party requesting binding arbitration must identify and describe the nature of all claims asserted and the facts on which the claims are based.

Representation.
Any Party may be represented by an attorney or other representative during the pre-binding arbitration procedures (as defined below) or at the binding arbitration hearing. However, no Party is required to hire an attorney in order to pursue the pre-arbitration procedures or binding arbitration.

Procedural Rules and Applicable Law.
Any binding arbitration will be administered by the rules agreed to by the parties. If the parties cannot agree to the procedural rules, then the AAA's then-current National Rules for the Resolution of Employment Disputes (except to the extent a different rule is set forth herein or as the parties may otherwise agree). The arbitrator selected by the parties in accordance with those rules shall be an attorney licensed to practice in the State of Texas. The arbitrator shall apply the substantive law (and the laws of remedies, if applicable) of the state in which the claim arose (other than the Texas General Arbitration Act), or federal law, or both, depending upon the claims asserted. The arbitrator shall also apply the Federal Rules of Evidence.

Pre-Arbitration Hearing Procedures.
After arbitrator selection, a preliminary hearing may be scheduled upon request by the Parties, the AAA or the selected arbitrator. At this hearing, the arbitrator may work with the Parties to narrow the issues, establish a discovery schedule, arrange for an acceptable procedure for the filing of any motions and arrange for the earliest and most efficient binding arbitration hearing possible for the issues in dispute. Unless otherwise agreed by Employee and Employer,

Employee and Employer have the right to each take the deposition of two individuals and any expert witness designated by the other Party. Unless agreed to by the Parties, no discovery shall take place prior to this preliminary hearing. The subpoena rights specified below shall be applicable to depositions taken pursuant to this paragraph. Additional depositions and other forms of discovery may be had only where the parties agree, or the arbitrator selected under The RIGHT Way Dispute Resolution Plan so orders upon a showing of substantial need. At least 30 days before the binding arbitration hearing, Employee and Employer must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the binding arbitration.

Subpoenas.
Each Party has the right to subpoena witnesses to the binding arbitration in accordance with the Federal Rules of Civil Procedure.

Dispositive Motions.
The arbitrator will have the authority to consider and grant motions dispositive of all or part of any claims, using the standards governing such motions under the Federal Rules of Civil Procedure. This includes motions of summary judgment, which if granted, allows a Party, prior to the binding arbitration, to either (A) have all or part of the other Party's claim dismissed, or (B) obtain an affirmative finding on a Party's claim.

Burden of Proof and Arbitrator's Authority.
The binding arbitration process herein is not a negotiation or mediation. The burden of proof for any claim brought to binding arbitration by either Party will be the same burden of proof that exists in a court. The arbitrator shall have no power to vary or ignore the terms of this Program and shall be bound by controlling law and (except as otherwise provided herein) the Federal Rules of Evidence. The arbitrator is authorized only to rule on the claims set forth in the Request for Binding Arbitration form, any counterclaim(s), and the answer(s) made to such claims and counterclaims. The arbitrator is not authorized to modify the powers granted to him or her under this document, or to "split-the-baby", or to otherwise make any award merely based on what he or she determines to be fair and just.

Post-Arbitration Hearing Brief.
Any Party may submit a Post-Arbitration Hearing Brief. Unless agreed to by the Parties and the Arbitrator, any Post-Arbitration Hearing Brief shall be limited to ten (10) pages. No reply briefs or other briefs or filings will be allowed unless requested by the Arbitrator.

Form of Decision.
Upon the request of either Party, the arbitrator shall provide brief, written findings of fact and conclusions of law, and reason(s) for his or her decision. All decisions of an arbitrator under The RIGHT Way Dispute Resolution Plan will be final and binding, kept confidential and are not and do not establish precedent, precedential value or authority.

Court May Enforce the Arbitrator's Decision.
The parties shall be precluded from bringing or raising in court any dispute which was or could have been raised pursuant to this procedure. The judgment or the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, any motion seeking to vacate or modify the arbitrator's award must be brought in the United States District Court for the Northern District of Texas, Dallas Division. The standard for a motion seeking to vacate or modify the arbitrator's award will be the same standard utilized by the U.S. Fifth Circuit Court of Appeals. Unless prohibited by law, the award in any lawsuit filed to enforce, vacate or modify the arbitrator's award must be stamped "CONFIDENTIAL" and shall be filed under seal.

Any motion, action, lawsuit or proceeding to confirm, vacate, modify, or set aside the arbitration award must be filed within forty-five (45) days of the date the award was sent to the Parties. If no motion, action, lawsuit or proceeding to confirm, vacate, modify, or set aside the arbitration award is filed within the forty-five (45) day time period, the Parties waive any right to file such motion or any other pleading, and the arbitration award is deemed to be final for all purposes.

Arbitration and Award to be Private.
The arbitrator shall maintain the privacy of the hearings unless the law provides otherwise. Any person having a direct interest in the binding arbitration is entitled to attend the hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness or person, other than a Party, counsel or expert, during the testimony of any other witness or during the hearing.

Arbitration Fees and Costs.
There are two types of administrative fees and costs for binding arbitration: (1) filing fees and administrative costs the arbitrator chose by the Parties or the AAA may charge, and (2) the arbitrator's fees and expenses for his or her services. These fees, costs and expenses shall be allocated as follows:

1) **Filing Fee**. The arbitrator chosen by the Parties or the AAA may charge a filing fee. If Employer initiates the binding arbitration (by means other than a motion in court to compel binding arbitration), Employer will pay all of the filing fee. If Employee files for binding arbitration Employee's share of the filing fee is $200 and must be paid when Employee submits a request for binding arbitration (or, if this process is challenged by Employee, when binding arbitration is compelled by court order). Employer will then pay the remainder of the filing fee.

2) **Arbitrator's Fees and Expenses**. Employer will pay all arbitrator's fees and expenses charged for the binding arbitration and any other AAA administrative expenses; provided, however, Employee may elect to also pay up to one-half of these fees and expenses, if Employee wants to. If the arbitrator rules in Employee's favor on all claims, Employer will reimburse Employee for his or her share of these fees and expenses;

3) Employee or Employer, at their respective additional expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings (no video recording of any binding arbitration hearing is allowed);

4) Each Party shall also be responsible for their own attorney's fees, if any; however, if any Party prevails on a statutory claim which allows the prevailing Party to be awarded attorney's fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing Party. The arbitrator shall determine the prevailing party in accordance with the meaning of "prevailing party" under the Civil Rights Attorney's Fees Awards Act of 1976;

5) The arbitrator shall also assess attorney's fees against a Party upon a showing by the other Party that the Party's claim is frivolous, or unreasonable, brought in bad faith, or factually or legally groundless;

6) If any Party pursues a claim covered by The RIGHT Way Dispute Resolution Plan by any means other than binding arbitration, the responding Party shall be entitled to dismissal of such action and the recovery of all costs and attorney's fees and expenses related to such action.

Mediation.
Nothing in The RIGHT Way Dispute Resolution Plan shall prevent the Parties from attempting to resolve any claim either Party may have, whether by mediation, negotiation or other similar method. Any such action shall be in addition to those provided for prior to filing of the binding arbitration, and are confidential and shall not be disclosed to the arbitrator. Such attempt to resolve the claim, including by mediation, shall not prevent the arbitrator from requiring the Parties to attend mediation after the request for binding arbitration is filed.

Confidentiality.
The Parties, and any attorney representing any Party, agree that any transcript of any binding arbitration hearing, all depositions taken in the binding arbitration proceeding, all documents produced in the binding arbitration proceeding, any video or other recording made for or in connection with the binding arbitration proceeding, all filings in the binding arbitration proceeding, all binding arbitration hearing exhibits, and all decisions rendered by an arbitrator will be kept confidential, shall not be disclosed, and shall not serve as binding, legal precedent with respect to subsequent claims or disputes. No Party may publicly disclose the terms of any award, unless agreed to in writing by the other party, subpoenaed by a court to testify, or required by law as communication to the Internal Revenue Service.

Interstate Commerce.
Employee and each Beneficiary agree Employer is engaged in transactions involving interstate commerce (e.g., purchasing goods and services from outside Texas which are shipped to Texas and providing goods and services to customers traveling on interstate roadways) and Employee's employment involves such commerce.

Federal Arbitration Act.
Employer, Employee and each Beneficiary agree the Federal Arbitration Act (FAA) will govern the interpretation, enforcement, and proceedings under The RIGHT Way Dispute Resolution Plan. Unless contrary to applicable law, or otherwise provided above, any lawsuits challenging the validity or enforceability of this Plan, seeking to compel binding arbitration under this Section, or otherwise related to this Plan shall be brought in the United States District Court for the Northern District of Texas, Dallas Division.

Modification or Revocation of Plan.
The RIGHT Way Dispute Resolution Plan will survive the termination of Employee's employment. It can be revoked or modified by Employer at any time in writing signed by an officer of Employer that specifically states an intent to revoke or modify this policy: provided, however, that any such revocation or modification shall only be effective with respect to all Injuries occurring on or after the actual date of such revocation or modification. No employee's oral or written acknowledgment or agreement is necessary for The RIGHT Way Dispute Resolution Plan and Employer binding arbitration policy to be effective and apply to all employees on and after the Effective Date.

Sole and Entire Program Rules.
These Program Rules for The RIGHT Way Dispute Resolution Plan (and those items specifically incorporated herein by reference) are the complete rules of the program concerning binding arbitration of Covered Claims. The Program Rules take the place of any other verbal or written understanding on this subject. No party should rely upon any statements, oral or written, concerning binding arbitration or the effect, enforceability or meaning of the Program Rules, except as specifically stated in the Program Rules. If any provision of the Program Rules is found to be void or otherwise unenforceable, in whole or in part, such determination shall not

affect the validity of the remainder of the Program Rules.

Not an Employment Agreement.
The RIGHT Way Dispute Resolution Plan and its Program Rules are not and shall not be construed to create any contract of employment, expressed or implied. The RIGHT Way Dispute Resolution Plan or its Program Rules do not in any way alter the at-will status of Employee's employment.

Binding Effect.
The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions are mutual and equally binding upon and apply to any Covered Claim that may be brought by, an Employer and/or an Employee and/or an Employee's Beneficiary(ies). The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions will be the sole and exclusive remedy for resolving any such claim or dispute. The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions apply to all Texas employees of Employer without regard to whether they have completed and signed the "The RIGHT Way Plan Acceptance" or the "Receipt and Arbitration Acknowledgement and Consent" or any other type of receipt form or agreement.

Adequate consideration for The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions is represented by, among other things, eligibility for (and not necessarily any receipt of) benefits under Employer's Plan and the binding arbitration provisions and requirements being mutually binding on all Parties.

Any actual payment of benefits under The RIGHT Way Plan to or with respect to Employee shall serve as further consideration for and represent Employee's and each Beneficiary's further agreement to the provisions of The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions. Employee's continued employment with Employer after receiving notice hereof will also constitute adequate consideration for enforcement of The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions. The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions shall remain in effect with respect to Employer and Employee, without regard to Employee's refusal of benefits under The RIGHT Way Plan, return of benefit payments under such plan to Employer, ineligibility for or cessation of benefits under such plan in accordance with its terms, or any voluntary or involuntary termination of Employee's employment with Employer. The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions are not subject to ERISA requirements or otherwise dependent upon the benefit provisions of The RIGHT Way Plan in any way, and may be attached to such Plan's booklet strictly as a matter of convenience in documentation.

Voluntary Agreement.
Employee and Employer each acknowledge and agree they have carefully read The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions, they fully understand its terms, and they have entered into this agreement voluntarily and without duress, pressure or coercion from any person and without relying on any promises or representations by Employer or the other, other than as contained in The RIGHT Way Dispute Resolution Plan. Employee and Employer each acknowledge and agree they are not under the influence of alcohol or any other impairing substance and they are not under any mental incapacity. Employee and Employer are each aware of the consequences of entering into The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions.

Ratification by Receipt of Plan Benefits.

The Parties each agree each time an Employee receives Plan benefits or Plan Benefits are paid to a medical provider or on behalf of Employee, Employee and Employer each **ratify and affirm** The RIGHT Way Dispute Resolution Plan and its binding arbitration provisions. Employee and Employer each acknowledge and agree any Plan Benefit paid to Employee or paid to a medical provider or on behalf of an Employee inures to the benefit of all Parties, and all Parties are benefited by such payment.

No Signature Necessary.
As a condition of employment with Employer, Employee is required to sign "The RIGHT Way Plan Acceptance" and a "Receipt and Arbitration Acknowledgement and Consent," and the "HIPAA AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION."

However, The RIGHT Way Dispute Resolution Plan and its binding arbitration requirements apply to all Parties without regard to whether they have completed and signed The RIGHT Way Plan Acceptance," a "Receipt and Arbitration Acknowledgement and Consent," and/or the "HIPAA AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION," or similar written receipt. This Agreement also applies to any claims that may be brought by a Beneficiary (including, but not limited to, any survival or wrongful-death claims). The RIGHT Way Dispute Resolution Plan's binding arbitration will be the sole and exclusive remedy for resolving any Covered Claim or Covered Claims.

CONTACT PERSON.
For further information regarding The Right Way Dispute Resolution Plan or mandatory binding arbitration, please contact your employer.

CONTACT INFORMATION.
The contact information for the Employer and The RIGHT Way Plan are set out in the Adoption Agreement.