



March 2, 2021

Dear Policyholder:

It is a pleasure to welcome you as a new policyholder of the Life Insurance Company of North America (LINA), a CIGNA Company. We are please to provide the coverage for your Hawaii Temporary Disability Insurance (TDI) program.

The following forms are enclosed for your records:

- The master policy.
- A copy of form TDI-62 approved by the State of Hawaii
- A Certificate of Insurance that you may make available to your employees.
- Important instructions regarding distribution of policy certificates electronically

If you have any questions or if you need assistance, please contact your Account Manager or Account Service Representative.

Very truly yours,

A handwritten signature in black ink that reads "William J. Smith".

William J. Smith,
President

Certificate of Issuance, Cancellation, Reinstatement or Amendment of Temporary Disability Insurance (TDI)

From: Life Insurance Company of N America To: Director of Labor & Industrial Relations
Shawna Lawrence Disability Compensation Division
3510 N High St Suite 200 PO Box 3769
Phoenix, AZ 85054 Honolulu, HI 96812-3769

Employer's Dept of Labor (DOL) account number 000-757-2514

Employer's Registered name Genesys Telecommunications Laboratories, Inc.

Employer's trade name or dba (optional)

Policy number (optional) TDI- 960631

Class(es) of employees covered All eligible employees

Class(es) of employees excluded, if any

Please process the single action noted below.

This certifies that as of the effective date 02/01/2021 this company will:

- 1. provide statutory coverage as required by the Hawaii TDI Law to employees of the employer named above.
2. provide coverage as required by the Hawaii TDI Law to employees of the employer named above. The TDI benefit provided is described below.

Weekly benefit % of average weekly wage
Day benefits begin for accident sickness
Maximum benefit period weeks per benefit year

3. cancel the policy for the following reason.

4. reinstate the policy with no break in coverage.

5. amend the following information on the policy.

Authorized representative signature Robert Potts

Digitally signed by Robert Potts
DN: cn=Robert Potts, o=CIGNA, email=robert.potts@cigna.com, c=US
Date: 2018.01.16 14:29:01 -0700

Date 02/24/2021

Contact person name Shawna Lawrence

Contact phone number (623) 277-2197

For Dept use only

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET, PHILADELPHIA, PA. 19192
A STOCK INSURANCE COMPANY

POLICYHOLDER: Genesys Telecommunications Laboratories, Inc.
ADDRESS: 2001 Junipero Serra Blvd
Daly City, CA 94014
POLICY NUMBER: TDI-960631
EFFECTIVE DATE: February 1, 2021
ANNIVERSARY DATE: January 1

GROUP TEMPORARY DISABILITY INSURANCE

HAWAII

The Insurance Company specifies in this policy the terms and conditions under which it insures certain Employees for Temporary Disability Insurance provided under the private plan established by the Employer of such Employees pursuant to the Temporary Disability Insurance Law of the State of Hawaii.

This policy is issued and accepted subject to all the terms set forth on this page and on the other pages which are a part of this policy.

IN WITNESS WHEREOF LIFE INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be executed on the Date of Issue to take effect on the Effective Date.



William J. Smith, President

Countersigned by
Licensed Resident Agent

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THE SCHEDULE

WAITING PERIOD:

For Injury - Benefits begin on the 8th day of Total Disability
For Sickness - Benefits begin on the 8th day of Total Disability

An Employee will be considered Totally Disabled on any day only if the Employee is not in Active Service for any part of that day.

WEEKLY BENEFIT: The Weekly Benefit is 58% of the Employee's Average Weekly Earnings, rounded to the next higher dollar to a maximum set by the Department of Labor.

THE SCHEDULE (Continued)

AVERAGE WEEKLY EARNINGS. The term Average Weekly Earnings means:

- a) for salaried employees, the average weekly wages earned by the Employee from the Employer in the last week immediately preceding the first day of disability;
- b) for an Employee paid solely by commission, the average commissions earned during the 52 consecutive weeks immediately preceding the first day of disability; and
- c) for an hourly Employee, the average weekly wages paid during the last eight weeks immediately preceding the first day of disability.

WAGES. The term Wages means all compensation payable by the Employer to his Employees for services, including commissions and bonuses, and the cash value of all compensation payable in any medium other than cash. The term Wages will not include tips or gratuities paid directly to an Employee by a customer of his Employer if the Employee does not report such tips or gratuities to his Employer.

MAXIMUM BENEFIT PERIOD. An Employee will receive Weekly Benefits for no more than 26 weeks for any one period of Total Disability or during any Benefit Year.

RECOVERY OF OVERPAYMENTS. If the Weekly Benefit for any week is overpaid, the Insurance Company will have the right to recover the amount overpaid after an appeal hearing has been held and a decision rendered wherein a referee has ruled that (i) the overpayment was not the fault of the Employee, and (ii) the recovery would not be against equity and good conscience. The Employee shall, in the discretion of the referee, either repay such amount or have the amount deducted from any future benefits payable within two years. If the overpayment is discovered while the claim is still being paid, the Insurance Company may deduct the amount overpaid from any future benefit payments under the claim.

BENEFIT YEAR. The term Benefit Year means the one-year period starting with the first day of the first week of Total Disability for which the Employee first files a valid claim for Temporary Disability Insurance Benefits. A subsequent Benefit Year is the one-year period following the preceding Benefit Year, starting with (a) the first day of the first week of Total Disability for which the Employee files a subsequent claim for Temporary Disability Insurance Benefits; or (b) the first day of the Employee's return to Active Service following the end of the preceding Benefit Year if: (1) the Total Disability is due to the same or a related cause as the Total Disability for which benefits were payable during the last week of the preceding Benefit Year; and (2) the Employee continues to be eligible for Temporary Disability Insurance Benefits.

ELIGIBILITY FOR EMPLOYEE INSURANCE

Each Employee in one of the Classes of Eligible Employees shown below will become eligible for Employee Insurance on the day that the Waiting Period, if any, is completed. If the insurance on an Employee ceased because he was no longer employed in a Class of Eligible Employees, he is not required to satisfy any Waiting Period if the Employee again becomes a member of a Class of Eligible Employees within one year after the insurance ceased.

ELIGIBILITY REQUIREMENT:

An individual is eligible to receive temporary disability benefits if he has been in employment for at least fourteen weeks, during each of which he has received remuneration in any form for twenty or more hours and earned wages of at least \$400, during the last 52 calendar weeks immediately preceding the first day of disability.

CLASSES OF ELIGIBLE EMPLOYEES. All active employees whose principal place of employment is in Hawaii and who have at least 14 weeks of employment at 20 or more hours per week during the last 52 calendar weeks immediately preceding the first day of disability and earned at least \$400. Employees working less than 20 hours per week for a particular employer may be eligible based on previous or concurrent employment.

DEFINITIONS

EMPLOYER. The term Employer means the Policyholder and all Affiliated Employers shown in the "Eligibility for Insurance" section who are subject to the Temporary Disability Insurance Laws of the State of Hawaii.

EMPLOYEE. The term Employee means any person who is in employment for which that person is entitled to remuneration or wages from an Employer. The term Employee also means a person who has been out of such employment for less than 2 weeks.

ACTIVE SERVICE. An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if all of the regular duties of the job are performed in the usual way for the Employer on that day, either at one of the Employer's places of business or at some location to which travel is required. An Employee will be deemed in Active Service on a day which is not one of the Employer's scheduled work days only if he was in Active Service on the preceding scheduled work days.

CONCURRENT EMPLOYMENT. An Employee will be considered in Concurrent Employment when he is in Active Service with two or more Employers on a regular basis within the same calendar week.

INJURY. The term injury means an accidental bodily injury.

SICKNESS. The term Sickness means a physical or mental illness. It also includes pregnancy and termination of pregnancy.

TOTAL DISABILITY OR TOTALLY DISABLED. An Employee will be considered Totally Disabled if, because of an Injury or Sickness, the individual is unable to perform the essential duties of his employment.

DEFINITIONS (Continued)

HOSPITAL CONFINEMENT OR CONFINED IN A HOSPITAL. A person will be considered Confined in a Hospital if that person is:

- (1) A registered bed patient in a Hospital upon the recommendation of a Physician;
- (2) an outpatient in a Hospital because of surgery; or
- (3) receiving emergency care in a Hospital for an Injury on the first visit as an outpatient within 48 hours after that Injury is received.

HOSPITAL. the Term Hospital means:

- (1) an institution licensed as a hospital, which: (a) maintains on the premises all facilities necessary for medical and surgical treatment; (b) provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and (c) provides 24-hour service by Registered Graduate Nurses; or
- (2) an institution which qualifies as a hospital, a psychiatric hospital or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Hospitals.

The term Hospital will not include an institution which is primarily a place for rest, a place for the aged, a place for the treatment of alcohol or drug abuse or a nursing home.

PHYSICIAN. The term Physician means a licensed medical practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer drugs or to perform surgery. It will also include any other licensed medical practitioner whose services are required to be covered by law in the locality where the policy is issued if he is:

- (1) operating within the scope of his license; and
- (2) performing a service for which benefits are provided under this plan when performed by a Physician.

NURSE. The term Nurse means a Registered Graduate Nurse, a Licensed Practical Nurse or a Licensed Vocational Nurse who has the right to use the abbreviation "R.N.", "L.P.N.", or "L.V.N.".

INSURING PROVISIONS

TEMPORARY DISABILITY INSURANCE BENEFITS

COMMENCEMENT OF BENEFITS. The Insurance Company will begin paying Weekly Benefits in amounts determined from the Schedule when it receives due proof that:

- (1) the Employee became Totally Disabled while insured for Temporary Disability Insurance Benefits;
- (2) if the Employee's Total Disability is not in connection with or is a result of his employment, it is not compensable under the Hawaii Employment Security Law; and
- (3) such Total Disability has continued from the day the Employee became Totally Disabled through the Day Benefits Start as shown in The Schedule.

DURATION OF WEEKLY BENEFITS. The Insurance Company will stop paying Weekly Benefits on the earlier of the following dates:

- (1) the date the Employee ceases to be Totally Disabled;
- (2) the date the Maximum Benefit Period shown in The Schedule has been reached.

SUCCESSIVE PERIODS OF DISABILITY. Two periods of Total Disability due to the same Injury or the same or related Sickness and separated by a period of not more than two weeks during which the Employee returned to Active Service, will be considered one period of Total Disability.

INSURING PROVISIONS

TEMPORARY DISABILITY INSURANCE BENEFITS (Continued)

DISABILITIES NOT COVERED. No Weekly Benefits will be paid

- (1) if the Employee's Total Disability results, directly or indirectly from Injuries or Sickness which is covered under the workers' compensation law. (If the Employee's workers' compensation benefits are denied or controverted, Weekly Benefits under this policy will be paid. If the Employee is subsequently awarded workers' compensation benefits for the same disability, the Insurance Company has the right to subrogate the Employee's workers' compensation benefits to the extent of the benefits paid under this policy);
- (2) for any period of Total Disability for which the Employee has received or is entitled to receive Weekly Benefits under the Employment Security Law of Hawaii, any workers' compensation law of any state or of the Federal Government;
- (3) for any period during which the Employee performs any work for Wages or profit;
- (4) for any period of Total Disability when the Employee is not under the care of a licensed Physician, dentist, osteopath, chiropractor, naturopath, or an authorized or accredited religious practitioner if the Employee is a member of any group which depends upon prayer or other spiritual means for healing;
- (5) for any period of Total Disability, other than a permanent partial or permanent Total Disability which began before this period of Total Disability, for which the Employee has received or is entitled to receive Weekly Disability under any workers' compensation law, occupational disease law, or similar law of Hawaii or of the Federal Government;
- (6) for any period of Total Disability due to willful and intentional self-inflicted Injury;
- (7) for any period of Total Disability due to Injury sustained by the Employee while committing a criminal act;
- (8) for any period of Total Disability for which the Employee has received or is entitled to receive Weekly Benefits under any Cash Sickness Benefit or similar law of any other state;
- (9) for any period during which, due to a labor dispute or strike, the Employee would be disqualified for Unemployment Compensation Benefits under the Hawaii Employment Security Law, unless the Employee's Total Disability began before such disqualification;
- (10) for any period of Total Disability for which the Employee knowingly fails to disclose a material fact or makes a false statement in order to obtain Temporary Disability Insurance Benefits to which he is not otherwise entitled;
- (11) for any period of Total Disability which did not begin while the Employee was insured for Temporary Disability Insurance Benefits.

PAYMENT OF BENEFITS

TO WHOM PAYABLE. Any benefits that are payable for disability will be paid to the Employee.

If an Employee dies while any Temporary Disability Insurance Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, child or children, or to the executors or administrators of the Employee's estate.

Payment in the manner described above will release the Insurance Company from all liability to the extent of any payment made.

TIME OF PAYMENT. Any Total Disability benefits will be paid at regular weekly intervals, the first of which shall be paid within ten working days after the Insurance Company receives the required written proof of loss of such Total Disability. (Working days do not include Saturdays, Sundays, or Holidays.) Any balance which remains unpaid at the end of any period for which the Insurance Company is liable will be paid at that time.

TERMINATION OF INSURANCE

The insurance on an Employee will cease on the earliest date below:

- (1) the date the Employee ceases to be in a Class of Eligible Employees or ceases to qualify as an Employee;
- (2) the date the policy is cancelled;
- (3) two weeks from the date the Employee's Active Service ends, except as set forth below.

TEMPORARY LAYOFF OR LEAVE OF ABSENCE. If an Employee's Active Service ends due to temporary layoff, leave of absence or family medical leave, the insurance will be continued until the Policyholder stops paying premium for the Employee or otherwise cancels the insurance. However, the insurance will not continue for more than 60 days past the date the Employee's Active Service ends.

If an Employee's Active Service ends due to family medical leave or layoff, the insurance will be continued until the Policyholder stops paying premium for the Employee or otherwise cancels the insurance. However, the insurance will not continue for more than 12 weeks past the date the Employee's Active Service ends.

DISABILITY. If an Employee's Active Service ends due to Total Disability for which a Weekly Benefit is not payable, the insurance will be continued while the Employee is unable to return to Active Service because of such disability. However, the insurance will not continue past the date the Policyholder stops paying premium for the Employee or otherwise cancels the insurance.

If the Employee's Active Service ends due to a Total Disability for which a Weekly Benefit is payable, or may become payable, the insurance will be continued on the Employee and premiums will be waived while the Weekly Benefit is payable. If the Employee stays disabled beyond the Maximum Benefit Period, the insurance will cease at the end of the Maximum Benefit Period.

The Employee's insurance will be continued if a disability for which Temporary Disability Benefits are payable continues during the last week of a Benefit Year and the Employee is eligible for further benefit payments during the following Benefit Year.

If the Employee's insurance ceases, Temporary Disability Benefits Insurance will be reinstated as soon as:

- (1) the Employee returns to Active Service in a Class of Eligible Employees; and
- (2) the Policyholder again pays the premium for the Employee.

Any continuation of insurance must be based on a plan which precludes individual selection.

EXTENSION OF BENEFITS AFTER CANCELLATION

Payment of Weekly Benefits will not be affected by cancellation of this policy as long as the Total Disability begins while this policy is in force.

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due monthly unless the Policyholder and the Insurance Company agree on some other method of Premium Payment. The Policyholder and the Insurance Company may agree to change the method of Premium Payment from time to time. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the day of the month with the same number as the Anniversary Date or the last day of a month in which there is no day with the same number as the Anniversary Date. If the Policyholder and the Insurance Company agree that premiums will be paid on a quarterly, semi-annual or annual basis, the Premium Due Date will be at the appropriate regular interval, quarterly, semi-annually or annually.

MONTHLY STATEMENT DATE. If premiums are to be paid monthly, the Monthly Statement Date will be the same as the Premium Due Date. If premiums are to be paid on a quarterly, semi-annual or annual basis, the Monthly Statement Date will be the day in each month with the same number as the Premium Due Date.

MONTHLY PREMIUM STATEMENT. If premiums are due monthly, a Monthly Premium Statement will be prepared as of the Premium Due Date. This Monthly Premium Statement will show the premium due. If premiums are due quarterly, semi-annually or annually, a Monthly Premium Statement will be prepared as of the Monthly Statement Date for the time from the Monthly Statement Date to the next Premium Due Date. This Monthly Statement will reflect any pro rata premium charges and credits due to changes in the number of insured persons and changes in insurance amounts that took place in the preceding month.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the Monthly Statement Date that is the same as or next follows the date that (1), (2) or (3) below takes place.

- (1) a person becomes insured.
- (2) The amount of insurance on a person changes, but not due to a revision of The Schedule.
- (3) A person ceases to be insured.

PREMIUMS (Continued)

MONTHLY PREMIUM RATE. The Monthly Premium Rate for each Employee is \$.50 per \$100 monthly covered payroll.

CALCULATION OF PREMIUMS. The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Policy, determined from the applicable premium rates then in effect and the Employees insured at the periodic intervals established by the Insurance Company. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, an appropriate pro rata adjustment will be made to the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 23 months after the Effective Date. An increase in rates will not be made more often than once in a 24 month period. However, the Insurance Company reserves the right to change the premium rate at any time in the event its obligations are increased due to a change in the Temporary Disability Insurance Law. If any increase in rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

As of any Anniversary Date after the policy has been in force for 12 months the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other group insurance policies issued by the Insurance Company to the Policyholder.

CANCELLATION OF POLICY

The policy will be cancelled when: (1) the Policyholder of all Employers cancel the private plan(s) insured under the policy; or (2) the Department of Labor and Industrial Relations of the State of Hawaii withdraws approval of the plan(s). The insurance on Employees of one or more of Employers of a group of Employers will cease when; (1) one or more of such Employers cancel the private plan(s) insured under the policy; or (2) the Department of Labor and Industrial Relations of the State of Hawaii withdraws approval of the plan(s) of one or more such Employers.

The Policyholder may cancel the policy by giving written notice to the Insurance Company and the Department of Labor and Industrial Relations of the State of Hawaii at least 10 days before the date the policy is to be cancelled. The date the policy cancels will be the earlier of: (1) not less than 10 days after the notice is given to the Insurance Company and the Department of Labor and Industrial Relations of the State of Hawaii; or (2) the date insurance with another Insurance Company becomes effective. On the termination date of the policy, the Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

Any Employer may cancel the insurance on Employees of such Employer by giving written notice to the Insurance Company, Policyholder and the Department of Labor and Industrial Relations of the State of Hawaii at least 10 days before the date the insurance is to be cancelled. The date the policy cancels will be the earlier of: (1) not less than 10 days after the notice is given to the Insurance Company and the Department of Labor and Industrial Relations of the State of Hawaii; or (2) the date the insurance on Employees of such Employer with another Insurance Company becomes effective. On the termination date of the insurance, the Employer of the Employees insured will be liable to the Insurance Company of any unpaid premium for the time such insurance was in force.

The Company may cancel the policy by giving written notice to the Policyholder/Employer and the Department of Labor and Industrial Relations of the state of Hawaii at least 10 days before the date the policy is to be cancelled. The date the policy cancels will be the earlier of: (1) not less than 10 days after the notice is given to the Policyholder/Employer, and the Department of Labor and Industrial Relations of the State of Hawaii; or (2) the date insurance with another Insurance Company becomes effective. On the termination date of the policy, the Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

If the Policyholder or Employer of Employees insured under the policy sends a written request to the Insurance Company to cancel the policy at least 20 days before a Premium Due Date, such Premium Due Date will be the cancellation date of the policy.

If the Insurance Company's liabilities are increased under the policy due to a change in the Temporary Disability Insurance Law, the Company may cancel the policy within 6 months of the effective date of such change. The Insurance Company will give written notice to the Policyholder and the Department of Labor and Industrial Relations of the state of Hawaii at least 10 days before the cancellation date of the policy.

If a premium is not paid when due, the policy will be cancelled as of the Premium Due Date, except as set forth below.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be cancelled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. At least 10 days before the end of the Grace Period, the Insurance Company will give written notice to the Policyholder and the Department of Labor and Industrial Relations of the State of Hawaii that the policy may be cancelled if the premium is not paid by the end of the Grace Period. If any premium is not paid by the end of the Grace Period, the policy will be cancelled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be cancelled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The Policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Philadelphia, Pennsylvania.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

EMPLOYEES INSURED. An Employee will be covered under the policy during employment within an eligible class of Employees while the policy applies to such class. An Employee will be deemed to be in employment after termination of employment with the Employer until the earlier of: (a) the end of two weeks from the day the employment terminates; or (b) employment with another Employer who is not insured under the policy.

EMPLOYEE CONTRIBUTION. An Employee is not required to contribute toward the cost of the insurance provided under the policy.

PAYMENT OF ASSESSMENTS. The Insurance Company will pay all assessments levied against the Policyholder or any Employer in accordance with Section 392-67 of the Temporary Disability Insurance Law. However, the Insurance Company will pay only those assessments which are based on the Average Weekly Earnings paid by the Employer to Employees insured under the policy while in force.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder records relative to these benefits at any reasonable time while the Policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MISCELLANEOUS PROVISIONS (Continued)

INCORRECT PREMIUM PAYMENT. Premiums paid in error for a person who is not eligible to be insured, or for a person after the insurance has ceased, will be refunded without interest when requested by the Policyholder. These premiums will not be refunded, however, for more than a 6 month period, nor for any period before the last Anniversary Date.

ADMINISTRATION. The Insurance Company will deal solely with the Policyholder who will be deemed the representative of each Employer. Any action taken by the Policyholder will be binding on the Employer(s), except a written notice of Cancellation of the Policy required to be given to an Employer by other terms of the policy.

RIGHT OF THE INSURED EMPLOYER. An Employer will have the right to enforce in his own name the liability of the Insurance Company in whole or in part for the Payment of Benefits under the policy. Such Employer may file a separate claim or make the Insurance Company a party to the original claim. Any such Payment of Benefits will release the Insurance Company from all liability for the amount so paid.

INSOLVENCY OR BANKRUPTCY. Insolvency or bankruptcy of the Insurance Company and its effects will not relieve the Insurance Company of any of its obligations under the policy.

MALE PRONOUN. The male pronoun as used in the policy will be deemed to include the female.

PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy, and the applications, if any, of the Employees.

POLICY CHANGES. Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

STATEMENTS NOT WARRANTIES. All statements made by the Policyholder or by an insured Employee will be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or the Employee's Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 90 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the Employee (or to the Policyholder for the Employee) the claim forms it uses for filing proof of loss. If the Employee does not get these claim forms within 15 days after the Insurance Company receives notice of claim, the proof of loss requirements will be considered to have been met if written proof of loss is submitted within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending.

PROVISIONS (Continued)

NOTIFICATION TO EMPLOYEES. The Insurance Company will furnish for the Employees reasonable notice of the benefits provided by the policy. The Insurance Company will: (1) issue to the Policyholder for delivery to each insured Employee an individual certificate; or (2) issue to the Policyholder Employee Notice Forms for conspicuous posting at the Employee's place of employment.

NEW EMPLOYEES. Each New Employee in the Classes of Eligible Employees insured under the policy will be added to such groups or classes.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy. This provision does not affect the Employee's right to appeal under the Temporary Disability Insurance Law.

PHYSICIAN/PATIENT RELATIONSHIP. The Employee will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

WORKERS' COMPENSATION INSURANCE. This policy is not in lieu of and does not affect any Requirement for coverage by Workers' Compensation Insurance.

**LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pennsylvania**

RIDER to be attached to and form a part of Policy No. TDI-960631 issued by the Life Insurance Company of North America to

HAWAII TEMPORARY DISABILITY INSURANCE RIDER

This Rider is issued as part of the policy to which it is attached. It applies only to Employees in the following Class(es) of Employees that are subject to the provisions of the Temporary Disability Insurance Law of the State of Hawaii. With respect to Employees in such classes, the entire liability under this Law is covered by this Rider. The term Temporary Disability Insurance Law includes any amendments or supplements. It also includes any applicable authorized regulations issued by the Director of the Department of Labor and Industrial Relations of the State of Hawaii, which are or may become effective while this Rider is in force.

CLASS(ES) OF EMPLOYEES

All active employees whose principal place of employment is in Hawaii and who have at least 14 weeks of employment at 20 or more hours per week during the last 52 calendar weeks immediately preceding the first day of disability and earned at least \$400. Employees working less than 20 hours per week for a particular employer may be eligible based on previous or concurrent employment.

INSOLVENCY OR BANKRUPTCY

Insolvency or bankruptcy of the Policyholder or the Employer and its effects will not relieve the Company of any of its obligations under this policy.

RIGHT OF THE INSURED EMPLOYEE

Any Employee to whom this Rider applies will have the right to enforce in his own name the liability of the Insurance Company in whole or in part for the Payment of Benefits provided for by this Rider. Such Employee may file a separate claim or make the Insurance Company a party to the original claim. Any payment of such Total Disability benefits by the Insurance Company will discharge the other from the liability for the amount so paid.

PAYMENT OF BENEFITS

The first payment of Weekly Benefits under the policy with respect to any Total Disability for which benefits are required by the Temporary Disability Insurance Law will be paid to the Employee within ten working days after the required proof of claim has been filed. Working days do not include Saturdays, Sundays or Holidays. After that, such Total Disability benefits will be paid at regular weekly intervals. Any balance which remains unpaid at the end of any period for which the Insurance Company is liable will be paid at this time.

HAWAII TEMPORARY DISABILITY INSURANCE RIDER (Continued)

CANCELLATION OF RIDER

The Insurance Company may cancel this Rider with respect to the Employees of one or more Employers at any time by sending written notice to the Policyholder and to each Employer with respect to whose Employees this Rider is being cancelled, and to the Director of Labor and Industrial Relations of the State of Hawaii. Such written notice must state when cancellation will be effective. Cancellation will be effective on the earlier of:

- (a) not less than 10 days after the notice was sent to the Director and to each Employer with respect to whose Employees this rider is being cancelled; or
- (b) the date insurance with another Insurance Company becomes effective for such Employees.

This Rider may be cancelled:

- (a) by the Insurance Company;
- (b) upon written request of the Policyholder with respect to Employees if any.
- (c) upon written request of an Employer with respect to his Employees.

The Policyholder will be liable to the Insurance Company for all unpaid premiums for coverage in effect before cancellation. With respect to any cancellation of this policy, premiums will be adjusted on a pro rata basis from the last Premium Due Date to the date of cancellation. Any refund due will be made to the Policyholder as soon as practicable.

The policy will not cease with respect to the insurance under this Rider before the date this Rider is cancelled in accordance with the above provisions.

STATUTORY ASSESSMENTS

The Insurance Company will pay any assessments levied in accordance with Part IV, Section 67 of the Temporary Disability Insurance Law with respect to the covered Wages of Employees insured under this Rider.

**LIFE INSURANCE COMPANY OF NORTH AMERICA
A CIGNA company**

APPLICATION FOR HAWAII TEMPORARY DISABILITY INSURANCE POLICY

Section 1

Application is hereby made to the Life Insurance Company of North America for a group policy to provide Temporary Disability Insurance for Employees subject to the Temporary Disability Insurance Law of the State of Hawaii.

Application	Genesys Telecommunications Laboratories, Inc.	Hawaii Unemployment Insurance Number 000-757-2514
Address	2001 Junipero Serra Blvd Daly City, CA 94014	Number of Employees Male 1 Female 1

Payroll Address, If different _____	Person to contact relative to claim information Anita Watts Senior Benefits Analyst, HR
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Business _____

Section 2

The purpose of this application is to request, effective February 1, 2021:

- a. Issuance of new coverage. (Complete Section 5 if benefits to be other than in Part II of the Law)
- b. Change in existing coverage. (Complete Section 5.)
- c. Extension of existing coverage to additional groups of Employees.

Section 3

This application also includes the following Employers:

Name	Address	Number of Employees:	Hawaii Unemployment Insurance Number
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(Also show payroll records address if different)

APPLICATION FOR HAWAII TEMPORARY DISABILITY INSURANCE POLICY (Continued)

Section 4

All Employees eligible for benefits under Part II of the Law are eligible under the policy except: (Class or classes of Employees to be excluded, if any, must be clearly defined.)

Section 5

- a. The benefits shall be the precise benefits prescribed by part II of the Law.
- b. The benefits shall be indicated below:

<u>Employee's Classification</u>	<u>Schedule of Insurance Rate of Weekly Benefit</u>	<u>Employee's Contribution</u>	<u>Plan of Insurance</u>
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Agent(s) of Record (print or type) Kenna Sirmons Taxpayer 94-3195221
 Account Number _____

Signed at Daly City, CA Genesys Telecommunications Laboratories, Inc.

by 3/11/2021 | 1:50 PM PST DocuSigned by: Applicant
Date Brandon Hughes
2E74B7DEA251437...
Vice-President, Deal Desk
Official Title

Rider to Group Policy No. TDI-960631

Effective Date of Rider: February 1, 2021

Eligible Classes to which this Rider Applies: All Classes

The General Provisions of the Policy are modified to include the following section.

CERTAIN INTERNAL REVENUE CODE (IRC) & INTERNAL REVENUE SERVICE (IRS) FUNCTIONS

The Insurer may agree with the Policyholder to perform certain functions required by the Internal Revenue Code and IRS regulations. Such functions may include the preparation and filing of wage and tax statements (Form W-2) for disability benefit payments made under this Policy. In consideration of the payment of premiums by the Policyholder, the Insurer waives the right to transfer liability with respect to the employer taxes imposed on the Insurer by IRS Regulation 32.1(e)(1) for monthly Disability payments made under this Policy. Employee money may not be used to fund the Premium for the services and payments of this section.

Life Insurance Company of North America

A handwritten signature in black ink, appearing to read "William J. Smith". The signature is written in a cursive style with a large initial "W".

William J. Smith, President



March 2, 2021

RE: Genesys Telecommunications Laboratories, Inc.
TDI-960631

Dear Policyholder:

Your certificate of insurance is provided to you via e-mail in an Adobe Acrobat format (PDF file). You are permitted to make this document available to employees through an Intranet web site (or otherwise distribute electronically) accessible only to your employees for informational purposes only. You may also print and distribute this document to insured employees. However, the use of the document(s) is subject to the following conditions:

1. It may not be distributed electronically, or printed and distributed, to persons **ineligible** for coverage.
2. It may not, without our consent, be accessible through the Internet.
3. Any page containing a link to it, or any e-mail message to which it is attached, must state that:

“The certificate describes coverage provided to persons who are eligible and who have been properly enrolled under the terms of the policy, and that the terms of the master policy are controlling.”

In addition, please do not modify, change, amend, or in any other way alter the language or format of the certificate of insurance.

Sincerely,

A handwritten signature in black ink that reads "Robert D. Patten".

Director, Contracts

Life Insurance Company of North America

LIFE INSURANCE COMPANY OF NORTH AMERICA

(called the Insurance Company)

NOTICE OF HAWAII TEMPORARY DISABILITY INSURANCE BENEFITS

THIS CERTIFIES that each Employee in the eligible class(es) of Employees shown below is covered under the Group Temporary Disability Insurance policy referred to below.

Policyholder: Genesys Telecommunications Laboratories, Inc.

Group Policy No.: TDI-960631

Eligible Class(es) of Employee: All active employees whose principal place of employment is in Hawaii and who have at least 14 weeks of employment at 20 or more hours per week during the last 52 calendar weeks immediately preceding the first day of disability and earned at least \$400. Employees working less than 20 hours per week for a particular employer may be eligible based on previous or concurrent employment.

The Insurance Company will pay the disability benefits which an Employee is entitled to receive under Part II of the Temporary Disability Insurance Law of the State of Hawaii because of employment with the Employer. The Employee must be within an eligible class shown above while such class is covered by the Group Policy.

The Group Policy provides only for the disability of an Employee:

- (a) which begins while such Employee is insured under the Group Policy; or
- (b) whose employment with the Employer ends while such Employee is insured under the Group Policy, provided the disability begins:
 - (1) while the Employee is in employment with the Employer immediately before, or, not less than two weeks before, the date the period of Total Disability began; and
 - (2) before he (or she) begins employment with another Employer subject to the Temporary Disability Insurance Law who is not insured under this Rider.

NOTICE OF HAWAII TEMPORARY DISABILITY INSURANCE BENEFITS (Continued)

This Notice of Insurance is a brief summary of the benefits and terms of the Group Policy. The Group Policy is the agreement under which payments are made.

A more complete description of the benefits is available from your Employer.

If an insured Employee becomes Total Disabled, he (or she) should notify the Employer immediately. An Employee will be considered to be Totally Disabled if, because of an Injury or a Sickness, he (or she) is unable to perform the essential duties of his (or her) employment. The Employer will furnish the Employee with the Proper claim form. The form should be completed and returned as soon as possible. An Employee's claim for Temporary Disability Insurance Benefits must be submitted with:

- (a) a form to certify the Employee's Total Disability;
- (b) the probable duration of the Total Disability; and
- (c) other pertinent medical facts.

Proof of the Employee's Total Disability must be certified by a licensed Physician, dentist, osteopath, chiropractor, naturopath, or an authorized or accredited religious practitioner if the Employee is a member of any group which depend upon prayer or other spiritual means for healing.

LIFE INSURANCE COMPANY OF NORTH AMERICA



William J. Smith, President