

SUMMARY PLAN DESCRIPTION

FOR

**VANTIVA
GROUP LEGAL PLAN**

Revised January 1, 2024

VANTIVA GROUP LEGAL PLAN

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SUMMARY PLAN DESCRIPTION FOR THE VANTIVA GROUP LEGAL PLAN

The following is a Summary of the principal provisions of the Vantiva Employee Benefit Plan, a component of which is the Vantiva Group Legal Plan (“Legal Plan”). This Summary Plan Description was prepared for eligible employees.

The Legal Plan provides personal legal services to you and your dependents. The legal services provided are offered by MetLife Legal Plan, Inc. through a panel of carefully selected Participating Law Firms. Lawyers in this network will be referred to as Plan attorneys.

Caution: This Summary contains information which should help you understand your rights and benefits under the Plan; however, it is merely an overview of important provisions and features and does not describe all provisions, potential situations, possible benefits or requirements of the Plan, if any. Further, the terms used in this Summary have technical meanings defined in the Plan. The Definitions Section XIV at the end of the Summary includes definitions for many of the terms used in the Summary. In some cases, the definitions provided in the Summary have been summarized or simplified from the definitions in the Plan’s documents.

This Summary is intended to provide only information and guidance to employees about the Plan. It is not intended to be a contract or to establish contractual obligations. This Summary does not create any right to employment and your status remains that of an at-will employee.

The applicable insurance policy and certificate are the only governing legal documents of the Plan.

This Summary does not modify the Plan or serve as an agreed interpretation of any provision of the Plan. You should not rely on this Summary as creating any legal rights.

Vantiva has appointed an Administrative Committee which acts on behalf of Vantiva. The Administrative Committee, in turn, has delegated certain administrative responsibilities to specific employees. In addition, the Plan Administrator has delegated some of its responsibilities under the Plan to MetLife Legal Plan, as specified in this Summary. The Plan Administrator or its designee(s) has full discretion and final authority to determine eligibility for benefits under the Plan and to interpret provisions of the Plan.

If you have any questions regarding the Plan or any action of the Administrative Committee, you should contact the Plan Administrator in writing at the Benefits Department at Vantiva USA Shared Services Inc., 4855 Peachtree Industrial Blvd., Suite 200, Norcross, GA 30092, USA.

I. ELIGIBILITY IN PLAN

Full-Time Employees and Wholly Eligible Part-Time Employees (and dependents under the Legal Plan) are eligible to participate in the Legal Plan after completing 30 days of Continuous Service.

You are not eligible to participate in the Plan (whether or not also classified or determined to be an Employee) if you are one of the following:

- Partially Eligible Part-Time Employees
- Summer student;
- Intern;
- Temporary (full-time, part-time, summer or other);
- Casual (full-time, part-time, supplemental or other);
- Non-resident alien with no U.S.-source income;
- Person who is seconded or otherwise assigned to a Participating Employer in the United States under the terms of the Vantiva International Assignment Policy, or any other training or exchange program, unless such policy or program specifically provides that such persons are eligible to participate in the Plan; or
- Persons who performs services for a Participating Employer pursuant to an agreement with a third party, an independent contractor agreement, leasing agreement, consulting agreement, vendor agreement, or any other person employed under contract unless such agreement or contract specifically provides that such person is eligible to participate in the Plan.

If you are covered by a collective bargaining agreement, you are eligible to participate only in accordance with the terms of your collective bargaining agreement.

Dependent Eligibility

Your dependent(s) are eligible for coverage under the Legal Plan if they are one of the following:

- Your spouse;
- Your unmarried child(ren) under 19 years of age;
- Your unmarried child(ren) whose coverage would terminate because he/she turned age 19 will continue to be covered until they turn 25 if they are a full-time student at an accredited secondary school, college, university, or vocational school (the Claims

Administrator will ask for verification of full-time status on a semester basis),* and are either (a) principally dependent upon you for support, or (b) you are required to provide medical, dental, or vision coverage pursuant to a court order;

- Your unmarried child(ren) who is incapable of self-sustaining employment for reasons of mental illness, retardation, or physical handicap at the time coverage would have ceased at age 19. Coverage will continue for so long as he/she remains incapable. The Claims Administrator will ask for verification from time-to-time.

Children include:

- Your own children or legally adopted children;
- Stepchildren who are principally dependent on you for maintenance and support and who reside in your household;
- Children for whom legal adoption proceedings have been initiated or placed for adoption; and
- Children under age 19 for whom you have court-ordered custody that is expected to be permanent and long-term.

Children do not include:

- Foster children;
- Children for whom you have legal custody except those listed above; or
- Grandchildren unless they have been adopted by you or you have court-ordered custody that is expected to be permanent and long-term.

It is your responsibility to monitor dependents you have enrolled in the Legal Plan and to notify the Plan Administrator when you no longer need coverage for a dependent or the dependent is no longer eligible for coverage (for example, the dependent is over age 18 and is no longer a full-time student).

II. ENROLLMENT

Generally, coverage under the Legal Plan becomes effective on:

- January 1 of the year following your election to participate during Open Enrollment; or

*Note: During the Summer breaks between the Freshman and Senior years, coverage will continue if the enrolled dependent was a full-time student at the end of the Spring semester and is registered as a full-time student for the next Fall semester.

- If you were hired after Open Enrollment, the 31st day from your date of hire if you enrolled in the Legal Plan.

III. OBTAINING LEGAL SERVICES

Web Site

To use the Legal Plan, visit the MetLife Legal Plan's web site at www.members.legalplans.com. You will be taken to a secure page that will require you to enter the last 4 digits of your Social Security Number. After you enter the last 4 digits of your Social Security Number, you will jump to a page that is specific for member services. On this page you can choose the following options:

- How Do I Use the Plan?
- Covered Services
- Attorney Locator
- Obtain Case Number
- Life Guide
- Self-Help Documents/Forms

Client Service Center

You may also use the Legal Plan by calling Hyatt Legal Plan's Client Service Center at (800) 821-6400 Monday – Thursday 8 a.m. to 7 p.m. and Friday 8 a.m. to 6 p.m., Eastern Time. Be prepared to give your Social Security Number. If you are a spouse or an eligible dependent child of an eligible person, you will need the Social Security Number of the employee through whom you are eligible. The Client Service Representative who answers your call will:

- Verify your eligibility for services;
- Make an initial determination of whether and to what extent your case is covered (the Plan attorney will make the final determination of coverage);
- Give you a Case Number, which is similar to a claim number (you will need a new Case Number for each new case you have);
- Give you the telephone number of the Plan attorney most convenient to you; and
- Answer any questions you have about the Legal Plan.

You then call the Plan attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

If you choose, you may select your own attorney. Also, where there are no participating law firms, you will be asked to select your own attorney. In both of these circumstances, MetLaw Legal Plans will reimburse you for these non-Plan attorneys' fees in accordance with a set fee schedule.

For services to be covered, you or your eligible dependents must have obtained a case number, retained an attorney and the attorney must begin work on the covered legal matter while you are an eligible member of the legal plan.

IV. COVERED LEGAL SERVICES

The Legal Plan entitles you and your dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions, which must be met. All benefits are available to you and your spouse and dependents, unless otherwise noted. For more information on covered services please visit www.members.legalplans.com.

V. LEGAL PLAN EXCLUSIONS

Excluded services are those legal services that are not provided under the Legal Plan. The following excluded legal services, including a consultation, are not provided under the Legal Plan:

- Employment-related matters, including company or statutory benefits;
- Matters involving the employer, MetLife® and affiliates, or Plan attorneys;
- Matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents;
- Appeals and class actions;
- Farm and business matters, including rental issues when the Participant is the landlord;
- Patent, trademark, and copyright matters;
- Costs or fines;
- Frivolous or unethical matters; or
- Matters for which an attorney-client relationship exists prior to the Participant becoming eligible for Plan benefits.

VI. LEGAL PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

Your use of the Legal Plan and the legal services is confidential. The Plan attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal problems or the services you use under the Legal Plan. Plan Administrators will have access only to limited statistical information needed for orderly administration of the Legal Plan.

No one will interfere with your Plan attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the Legal Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Legal Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Legal Plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. Hyatt Legal Plans, Inc., or the law firm providing services under the Legal Plan, is responsible for all services provided by their attorneys.

You should understand that the Legal Plan has no liability for the conduct of any Plan attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Legal Plan. You have the right to retain at your own expense any attorney authorized to practice law in this state.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call Hyatt Legal Plans at (800) 821-6400. Your complaint will be reviewed and you will receive a response within two business days of your call.

VII. OTHER SPECIAL RULES

In addition to the coverages and exclusions listed, there are certain rules for special situations.

What if other coverage is available to you?

If you are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under the Legal Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under the Legal Plan, so long as you meet the eligibility requirements.

What if you are involved in a legal dispute with your dependents?

You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the Plan attorney. Your dependent involved in the dispute with you will not be covered under the Legal Plan.

What if you are involved in a legal dispute with another employee?

If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, Hyatt Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

What if the court awards attorneys' fees as part of a settlement?

If you are awarded attorneys' fees as a part of a court settlement, the Legal Plan must be repaid from this award to the extent that it paid the fee for your attorney.

VIII. LEGAL PLAN ADMINISTRATION AND FUNDING

The Legal Plan is provided for and administered through a contract with Hyatt Legal Plans, Inc. Hyatt Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to Hyatt Legal Plans, Inc.

IX. WHEN COVERAGE UNDER THE PLAN TERMINATES

Coverage under the Plan terminates for you and/or your eligible dependent(s) on the last day of the month during which:

- You terminate your employment, you retire, or you die;
- Your employment status changes to an ineligible classification;
- You transfer to an employer not covered by the Legal Plan;
- You fail to make any required contribution toward the cost of coverage; or
- You become covered by a collective bargaining agreement that does not provide for the Vantiva Plans.

If you are enrolled in the Legal Plan and cease to be eligible to participate or your employment with the Participating Employer ends, the Legal Plan will cover the legal fees for those covered

services that were opened and pending during the period you were enrolled in the Legal Plan. No new legal matters may be started after you become ineligible.

X. CLAIMS AND APPEALS PROCEDURE

Initial Decision

Within 90 days after the Claims Administrator for the applicable Plan receives a reimbursement claim from a Participant or request for benefit coverage, the Claim Administrator will respond as to whether your claim is covered under that Plan.

If a claim is denied, in whole or in part, you may file a written request with the Claims Administrator for a review of the denial in accordance with the following:

- The written request must be filed with the Claims Administrator at the address listed in the denial notice no later than 180 days after you have received written or electronic notification of the denial. Failure to request a review within this period will result in forfeiture of the right to appeal the claim denial.
- You or your authorized representative may submit written comments, documents, records, or other information relating to the claim for benefits.
- You or your authorized representative may review and copy all documents, records and other information relevant to the claim, free of charge.
- Your request for review will be subject to a full and fair review by the Claims Administrator as designated in the initial denial notice.

The Claims Administrator will complete its review of an appeal of a claim denial within 60 days after the appeal request is received.

Notice of Decision on Appeal

The Claims Administrator will provide a written or electronic notice of its decision on your appeal of a claim. If your claim is denied on appeal, the notice will include the following information:

- the specific reason or reasons for the denial;
- reference to the specific plan provisions on which the denial is based;
- a statement that the participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;
- a statement describing voluntary appeal procedures, if any, and the time limits applicable to such procedures; and

- a statement of your rights to bring a civil action under ERISA Section 502(a) following a denial after an appeal.

If a claim for reimbursement is denied and any internal rule, guideline, protocol, or similar criterion was used in deciding the claim, you may also request the Claims Administrator to provide a copy of that internal rule, guideline, protocol, or similar criterion free of charge.

The Claims Administrator will act as a fiduciary in reviewing a claim and in making its decision, with full discretion and final authority, to determine eligibility for benefits and to interpret the provisions of the Plan's applicable to the claim. The Claim Administrator's decision regarding your appeal will be final and binding on you and all other parties involved. If you disagree with the Claim Administrator's decision and you have followed all of the claims procedures, you have the right to bring a civil action in a court of law under ERISA Section 502(a) within **one year** of the date of the final denial of your claim. Failure to file a lawsuit within this time period will cause your right to expire.

XI. OTHER IMPORTANT INFORMATION

Fraud/Misrepresentation

If you knowingly and with intent attempt to defraud the Plan by filing a claim that contains any materially false information including eligibility information, conceal information in order to mislead, or commit a fraudulent act, you may be subject to disciplinary action, up to and including termination of employment, and possible criminal and civil penalties.

Right of Recovery

Vantiva has the right to recover, on the behalf of the Plan, any benefits that are overpaid, and reserve the right to deduct or offset any amounts paid in error from any pending or future claim.

The Plan have established policies to determine which recoveries to pursue, and when to incur expenses and settle or compromise recovery amounts.

Right to Amend or Terminate

Vantiva may amend, terminate, suspend, withdraw, or modify the Plan in whole or in part at any time, subject to the provisions of the applicable collective bargaining agreements.

XII. ERISA INFORMATION

Plan Name

Vantiva Employee Benefit Plan, a component of which is the Vantiva Group Legal Plan

Plan Number Assigned by Plan Sponsor

501

Type of Plan

Fully insured group legal program funded by employee contributions.

Plan Year End Date

December 31

Plan Administrator

Vantiva USA Shared Services Inc.
4855 Peachtree Industrial Blvd., Suite 200, Norcross, GA 30092, USA
Telephone Number: (818) 260-4903
Employer Identification Number: 35-1724835

Service of legal process may be made upon the Plan Administrator at the address given above. Service of legal process with respect to the Plan may also be made upon the Plan Administrator address above.

If you write to the Plan Administrator, be sure to give enough information so that your records can be located for a prompt reply. Give your name, address, employee identification number, and location where you work or worked. You may also contact the Claims Administrator below:

Claims Administrator

MetLife Legal Plans, Inc.,
Director of Administration,
Eaton Center 1111 Superior Avenue,
8th Floor, Cleveland, Ohio 44114-2507

Participating Employers

Vantiva USA Shared Services Inc. EIN: 35-1724835
4855 Peachtree Industrial Blvd., Suite 200, Norcross, GA 30092, USA

Vantiva Supply Chain Solutions, Inc. EIN: 95-3779864
(formerly Technicolor Home Entertainment Services, Inc.)

Vantiva USA LLC (formerly Technicolor Connected Home USA LLC) EIN: 46-2926832

XIII. YOUR RIGHTS UNDER ERISA

A statement of rights under the Employee Retirement Income Security Act of 1974 (ERISA) is required by federal law and regulation to be included in every summary plan description. The following is the model statement taken verbatim from regulations of the Department of Labor after deleting items of information that are not applicable to this Plan.

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the 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 plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or welfare benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a pension or 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 ERISA, 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 plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the

administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the 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 file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court 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 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 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.

XIV. DEFINITIONS

Administrative Committee

The committee appointed by the Board of Directors of Vantiva to act on its behalf as Plan Administrator for the Plan.

Claims Administrator

For the Legal Plan the Claims Administrator means MetLife Legal Plans, Inc.

Continuous Service

The period of time (counted in years, months and days) beginning with your most recent date of employment as an eligible employee with a Participating Employer, or any predecessor of a Participating Employer (as determined by the Plan Administrator), or any other corporation which is a member of the group related to a Participating Employer.

Employee Benefit Plan

The Vantiva Employee Benefit Plan.

ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

Full-Time Employee

An employee hired by a Participating Employer for an indeterminate period of time and who is regularly assigned a minimum of 30 hours per week.

Legal Plan

The Vantiva Group Legal Benefit Plan.

Part-Time Employee

An employee hired by a Participating Employer for an indeterminate period of time and who is regularly assigned less than 30 hours per workweek at his or her work location. See also, Partially Eligible Part-Time Employee and Wholly-Eligible Part-Time Employee.

Partially Eligible Part-Time Employee

A Part-Time Employee who is regularly assigned less than 20 hours per workweek.

Participant

An employee who elects to participate in coverage under the Plan for which the employee is eligible

Participating Employer

Vantiva and each subsidiary or affiliated company of Vantiva that adopts the Plan. The Participating Employers are listed in Section XII of this Summary.

Plan Administrator

Vantiva USA Shared Services Inc.

Vantiva

Vantiva USA Shared Services Inc. as now constituted or as may be constituted hereafter, or any person, firm, corporation or partnership which may succeed to its business and which adopts the Plan.

Wholly Eligible Part-Time Employee

A Part-Time Employee who is regularly assigned between 20 and 29 hours per workweek.

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