



Group Critical Illness Insurance Policy

Policyholder: AdirHoldings LLC
Policy Number: 993088 001
Policy Effective Date: January 1, 2026
Policy Anniversary: January 1
Governing Jurisdiction: Ohio

The first premium payment is due on or before the Policy Effective Date. All subsequent premiums are due in accordance with the rate schedule provided to the Policyholder. This policy is issued pursuant to the application of the Policyholder and in consideration of payment of required premiums. Benefits will be paid according to the provisions of this policy. Please see the Certificate of Coverage (the "certificate") for specific details on the critical illness benefits.

This is a non-participating policy that provides limited benefits. The limited benefits provided under this policy are a supplement to major medical coverage and are not a substitute for major medical coverage or other minimal essential coverage as is required by federal law. Please read this policy carefully.

This policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the laws of other states and the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

All references to defined terms, provision titles and section headings have been capitalized. Defined terms are located in the Glossary section of the certificate.

Signed for Unum on the Policy Effective Date.

President

Secretary

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Premium Payments

Premiums must be paid to us in United States dollars on or before their due date. If premiums are not paid on or before their due date, we will provide the Policyholder with Written notice that Premium Payments must be paid by the last day of the Grace Period. If we do not receive premium payment in full by the last day of the Grace Period, this policy will end consistent with the Grace Period provision. However, to the extent we become obligated to pay any claim in a period after this policy has ended, the Policyholder will be obligated to pay premium for that period.

The amount of premium due on any premium due date is calculated by using the total amount of insurance provided by this policy on such date, multiplied by the applicable rates in effect, subject to any Premium Adjustments.

The rates and Premium Due Dates are stated in the Rate Schedule and have been agreed to by us and the Policyholder. We may use any reasonable method to calculate premium due using the rates.

Grace Period

The Grace Period is 31 days following a premium due date during which premium payment may be made. The Policyholder is liable for all premium due during the Grace Period. This policy will remain in force during the Grace Period unless we have received Written notice from the Policyholder to cancel this policy. If we do not receive premium payment in full by the end of the Grace Period, this policy will end as of the date covered by the last full payment of premium.

Premium Adjustments

Premium adjustments resulting from changes made in insurance after a premium due date will be reflected in the premium due following the effective date of the change. Changes will not be pro-rated daily.

Premium adjustments will only be made for the current Policy Year and the prior Policy Year. In the event of Fraud, premium adjustments will be made for all Policy Years.

Right to Change Rates

We will not change rates before the later of the first Policy Anniversary or the end of any Rate Guarantee Period stated in the Rate Schedule. However, we can change rates at any time if changes occur for reasons which affect the risk assumed for the insurance we are providing under this policy. These reasons include, but are not limited to:

- a change occurs in this policy design;
- a division, subsidiary, or affiliated company is added or deleted;
- the nature of the Policyholder's business changes or is not as represented;
- the number of Insureds changes by 25% or more; or
- a change in law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured.

We will provide Written notice to the Policyholder at least 45 days prior to the effective date of a rate change. A rate change may take effect on an earlier date if agreed to by us and the Policyholder.

When Days Begin and End	For the purpose of all dates under this policy, all days begin at 12:01 a.m. and end at 12:00 midnight.
Policy Contents	This policy consists of all provisions of this policy and the provisions of the certificate(s), the Policyholder's application, and all related schedules, riders, amendments, and endorsements.
Certificate of Coverage	<p>We will provide the Policyholder with a Certificate of Coverage. It is the Policyholder's responsibility to distribute the certificate to each insured Employee. The certificate describes:</p> <ul style="list-style-type: none">- the coverage to which an Insured may be entitled;- to whom we will make a payment; and- the limitations, exclusions, and requirements that apply to the Insured's coverage. <p>If any of the provisions of the certificate conflict with the provisions of this policy, the provisions of this policy will govern.</p>
Communicating with an Insured or the Policyholder	We may communicate verbally or in Writing with the Insured or the Policyholder.
Privacy and Data Protection	We will abide by all applicable privacy and data protection laws and regulations.
Information Required from the Policyholder	<p>The Policyholder must provide us with any information we may reasonably require, including:</p> <ul style="list-style-type: none">- information needed to assess the eligibility of Employees, Spouses and Children; and- occupational information and any other information that may reasonably be required to manage a claim. <p>Policyholder records that, in our opinion, have a bearing on this policy must be available for our review at any time.</p>
Representation in Applications	Any statements made by the Policyholder will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim, unless such statements are included in an application which is made part of this policy.
Contestability	We can take legal or other action, such as rescinding coverage, using statements made in a signed application by the Policyholder or materials provided by the Policyholder in connection with the application, during the first two years after the Policy Effective Date. However, in the event of Fraud, we can take legal or other action at any time as permitted by applicable law.
Misstatement of Information	<p>If we receive information about an Insured that is incorrect, we will:</p> <ul style="list-style-type: none">- review the information to decide whether the Insured has coverage and in what amounts; and- if necessary, make the applicable Premium Adjustments.
Clerical Error or Omission	If a clerical error is made by us, the Policyholder, or an Insured in keeping or providing information, any premiums and benefits will be adjusted according to the correct information. An error will not prevent an Insured from receiving coverage or end coverage that is validly in effect, and its correction will not reinstate coverage that was validly ended.
Policy Change Authority	No other person, including a broker or agent, may change or waive any part of this policy. This Policyholder and Unum may mutually agree to change this policy at any time without the Insured's consent. No change to this policy will be effective unless signed by an officer of our company and endorsed on or attached to this policy.

Policy Provisions

Conformity with Law

If the provisions of this policy are subject to and contrary to the laws of the governing jurisdiction, such provisions are hereby amended to conform to the minimum requirements of those laws.

Agency

For purposes of the policy, the Policyholder acts on its own behalf or as the Employee's agent. Under no circumstances will the Policyholder be deemed our agent.

Cancellation or Modification of Policy

Cancellation by the Policyholder	The Policyholder may cancel this policy by providing us with Written notice at least 31 days prior to the cancellation date. A cancellation will take effect on the later of: <ul style="list-style-type: none">- the date requested by the Policyholder; or- the date we receive the Written notice of cancellation.
Cancellation due to Non-Payment of Premium	This policy will automatically be cancelled on the last day of the Grace Period if premium has not been paid in full.
Cancellation or Modification by Us	<p>We may cancel or modify this policy if:</p> <ul style="list-style-type: none">- our participation requirements are not met, as applicable;- the Policyholder does not promptly provide us with information that is reasonably required;- the Policyholder fails to perform any of its obligations that relate to this policy;- the premium is not paid in accordance with the provisions of this policy;- the Policyholder does not promptly report to us the required information about any Employees who are added or removed from an Eligible Group;- there is a significant change in the geographic distribution or number of the Policyholder's Employees;- there is a significant change in the Policyholder or its Employees as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any Eligible Groups;- we provide the Policyholder with 45 days Written notice at any time after any rate guarantee period for any reason; or- any change occurs in federal or state law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured; or- the nature of the Policyholder's business changes or is not as represented; or- we are cancelling or modifying similar group policies, or policies issued in similar markets. We will exercise this cancellation or modification right only if we discontinue offering such policies. In this event, a policy cancellation will take effect on the later of:<ul style="list-style-type: none">- the Policy Anniversary following the Written notice of the policy's cancellation; or- the end of any rate guarantee period. <p>We will provide Written notice to the Policyholder at least 45 days prior to any cancellation or modification date. The Policyholder may cancel this policy if it chooses not to accept the policy modifications made by us.</p>
Notice of Cancellation or Modification to Insured Employees	<p>The Policyholder is responsible for giving Written notice of the cancellation or modification of this policy to insured Employees as soon as reasonably possible.</p> <p>Cancellation or modification of this policy will not affect a Payable Claim.</p>
Premium Received after Cancellation	Premium accepted after the date this policy is cancelled will not act to reinstate this policy. We will refund any premium paid that was in excess of what was owed.