# YOUR GROUP **TEMPORARY DISABILITY** INSURANCE PLAN

## ODP International, LLC

# GROUP TEMPORARY DISABILITY INSURANCE CERTIFICATE

## RELIASTAR LIFE INSURANCE COMPANY

**250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401**

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| **POLICYHOLDER:** | ODP International, LLC |
| **GROUP POLICY NUMBER:** | 74634-7 HITDI |
| **TYPE OF COVERAGE:** | Temporary Disability Insurance |
| **GROUP POLICY EFFECTIVE DATE:** | January 1, 2026 |
| **GOVERNING JURISDICTION:** | Hawaii |

ReliaStar Life Insurance Company has issued a Temporary Disability Insurance Group Policy to the Policyholder named above which satisfies the requirements of the Hawaii Temporary Disability Insurance Law.

This Certificate of Insurance describes the benefits, provisions, and limitations of the Group Policy, which apply to you. The benefits outlined in this Certificate are effective for as long as you satisfy the Certificate's requirements for eligibility and coverage. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you. We", "us", and "our" refer to ReliaStar Life Insurance Company. "You" and "your" refer to the insured Eligible Employee. Other defined terms are printed with an initial capital letter.

Signed for ReliaStar Life Insurance Company at its home office in Minneapolis, Minnesota on the Policy effective date.

Robert L. Grubka
President

Melissa A. O'Donnell
Secretary

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# COVERAGE PROVISIONS

## ELIGIBILITY FOR INSURANCE

### DEFINITION OF ELIGIBLE EMPLOYEE

You are an Eligible Employee if you are:

1. A Covered Individual;
2. In the following class(es) of employees: All Eligible Associates Working in Hawaii;
3. Entitled to Temporary Disability Insurance by having been in employment for at least 14 weeks during which you have received remuneration in any form for twenty or more hours and earned wages of at least $400 during the fifty-two weeks immediately preceding the first day of disability.

### EMPLOYEE CONTRIBUTIONS

Your Insurance is Noncontributory.

### TEMPORARY DISABILITY INSURANCE INSURING CLAUSE

Subject to all the terms of the Group Policy, we will pay the TDI Benefit described in this certificate upon receipt of satisfactory written proof that you have become Disabled as defined while insured under the Group Policy. The Group Policy meets the minimum plan requirements of the TDI Law, and the TDI Benefit payable under the Group Policy will not be less than the benefit you are entitled to receive under the TDI Law.

# SCHEDULE OF TEMPORARY DISABILITY INSURANCE

## A. WEEKLY TDI BENEFIT

### AMOUNT OF WEEKLY TDI BENEFIT

Your weekly TDI Benefit equals 58% of your Average Weekly Wage up to a Maximum TDI Benefit of $871. This amount cannot be less than the maximum weekly benefit determined annually by the Department of Labor and Industrial Relations. Your TDI Benefit will be rounded to the next higher multiple of $1.00 if not already a multiple thereof.

### AVERAGE WEEKLY WAGE

The average weekly wage for the purpose of computing the weekly benefit amount shall be based upon the wages that you would receive from your employer except for your disability. If you are a salaried employee, the “average weekly wage” shall be your weekly salary in the last week prior to the commencement of disability.

## B. WAITING PERIOD

**WAITING PERIOD** means the length of time you must be continuously Disabled before TDI Benefits become payable.

Your Waiting Period for each period of Disability due to sickness is 7 calendar days. Your Waiting Period for each period of Disability due to accident is 7 calendar days.

Your Waiting Period begins on the date you become Disabled. No TDI Benefits are payable for the Waiting Period. Consecutive periods of disability due to the same or related cause and not separated by an interval of more than two weeks shall be considered as a single period of disability.

## C. MAXIMUM BENEFIT PERIOD

**MAXIMUM BENEFIT PERIOD** means the longest period for which TDI Benefits are payable for any one period of continuous Disability or during any benefit year.

Your Maximum Benefit Period equals 26 weeks during any benefit year.

Your Maximum Benefit Period begins on the date the Waiting Period expires, if the policy requires a Waiting Period.

## NONDUPLICATION OF BENEFITS

In accordance with the provisions of the Hawaii Temporary Disability Insurance Law, no temporary disability benefits shall be payable for any period of disability for which you are entitled to receive:

1. Weekly benefits under the Employment Security Law or similar laws of this State or of any other state or of the United States, or under any temporary disability benefits law of any other state or of the United States except as provided in section 392-66.

2. Weekly disability insurance benefits under 42 United States Code Annotated sec. 423.

3. Weekly benefits for total disability under the Workers' Compensation Law of this State or any other state or of the United States, except benefits for permanent partial or permanent total disability previously incurred. If you do not receive benefits under such workers' compensation law and your entitlement to such benefits is seriously disputed, you, if otherwise eligible, shall receive temporary disability benefits under this chapter, but ReliaStar Life shall be subrogated, as hereinafter provided, to your right to benefits under the workers' compensation law for the period of disability for which you received benefits under this chapter to the extent of the benefits so received.

4. Indemnity payments for wage loss under any applicable employers' liability law of Hawaii, or of any other state or of the United States. If you have received benefits under this chapter for a period of disability for which you are entitled to such indemnity payments, ReliaStar Life shall be subrogated to your right to such indemnity payments in the amount of the benefits paid.

## INELIGIBILITY FOR BENEFITS

You shall not be eligible to receive temporary disability benefits:

1. For any period of disability during which you would be disqualified from receiving benefits under the Hawaii employment security law by reason of unemployment due to a stoppage of work existing because of a labor dispute for the duration of such disqualification.

2. If you have knowingly made a false statement or representation of a fact or knowingly failed to disclose a material fact in order to obtain benefits under this chapter to which you are not otherwise entitled. The ineligibility shall be for a period determined by the Director, but shall not exceed the period of disability with respect to which the false statement or representation was made or the nondisclosure occurred.

3. For any period of disability due to willfully and intentionally self-inflicted injury or to injury sustained in the commission of a criminal offense specified in Title 37.

4. For any day of disability during which you performed work for remuneration or profit, except that, if returning to work you suffer a relapse after performing work for less than a full day, you shall be paid benefits or be given waiting period credit, provided your wages for the partial day's work did not equal or exceed the prorated disability benefits to which you are entitled. The amount of the benefit payable is derived by subtracting the gross wages received for performing less than a full day's work, from the prorated disability benefits to which you are entitled.

5. Unless the claim for disability benefits is filed within ninety days after the commencement of the period of disability or as soon thereafter as is reasonably possible.

6. For any period during which you are not under the care of a person duly licensed to practice medicine, surgery, dentistry, chiropractic, osteopathy, or naturopathy, or an advanced practice registered nurse, who shall certify your disability, the probable duration thereof, and such other medical facts within the person's knowledge.

## SUBROGATION

If any individual who has received benefits under this policy is entitled to recover damages from a third person who is responsible for the sickness or accident causing the disability, the employer or the insurer providing disability benefits shall be subrogated to, and have a lien upon, the rights of the individual against the third party to the extent that the damages include wage loss during the period of disability for which temporary disability benefits were received in the amount of such benefits.

If the individual commences an action against such third party, the individual shall notify ReliaStar Life of the action and the court in which it is pending. ReliaStar Life may join as party plaintiff or claim a lien on the amount of any judgment recovered by the individual in such action to the extent of its subrogation rights.

If the individual does not commence the action within nine months after the commencement of the sickness or the date of the accident causing the disability, ReliaStar Life may commence such action, but the individual shall be entitled to join the action and be entitled to any surplus over the amount to which ReliaStar Life is subrogated.

## DEFINITION OF DISABILITY

You are Disabled if as a result of sickness, accident, pregnancy, termination of pregnancy, or organ donation you are continuously and totally unable to perform the duties of your own occupation in your employment with the Employer.

## WHEN INSURANCE ENDS

Your Insurance will end automatically on the earliest of the following dates:

1. Two weeks following the date employment terminates.
2. The date you become insured for Hawaii Temporary Disability Insurance through another employer.
3. The date the Group Policy terminates or is amended to terminate coverage for your classification of employees.

## BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

Your right to receive TDI Benefits for a period of continuous Disability which begins while you are insured under the Group Policy will not be affected by:

1. The termination of the Group Policy after the date you become Disabled.
2. The termination of your Insurance while the Group Policy remains in force.
3. The termination of this Insurance for your classification of employees of the Employer.
4. Any amendment to the Group Policy approved after the date you become Disabled.

If a period of continuous Disability is extended by a new cause while TDI Benefits are payable, TDI Benefits will continue while you remain Disabled (subject to the terms of the Group Policy), but not beyond the end of the original Maximum Benefit Period.

# CLAIMS PROVISION AND PROCEDURES FOR TDI BENEFITS

## A. PAYMENT OF BENEFITS; TIME OF PAYMENT

All TDI Benefits will be paid to you. Any TDI Benefits remaining unpaid at your death will be paid to your estate.
All benefits payable under the Group Policy will be paid within 10 business days after we receive a properly completed claim form in connection with claim for benefits. All accrued TDI Benefits payable under the Group Policy will be paid not less frequently than weekly during the continuance of the period for which benefits are payable.

If we fail to make the first payment of benefits within 10 days after the filing of a properly completed claim form, you may file a complaint with the Hawaii Department of Labor and Industrial Relations.

## B. NOTICE OF CLAIM

You must claim TDI Benefits within 90 days after the end of the Waiting Period or as soon thereafter as reasonably possible. These time limits will not apply during any period when you lacked the legal capacity to file a claim.

## C. FILING A CLAIM

You or Your Employer must notify us in writing of a claim in the event of your disability. After we receive your or the Employer's verbal request for a claim form, we will provide you with claim forms for furnishing us with satisfactory proof of loss. If we fail to provide you with claim forms within 15 days, you must submit the claim on the form prescribed by the Director stating the occurrence, character, and extent of the event for which the claim is made.

## D. PROOF OF LOSS

No TDI Benefits will be paid unless you provide us with satisfactory written proof of loss within 90 days after the end of the Waiting Period or as soon thereafter as reasonably possible. If your claim is approved, no TDI Benefits will be continued beyond the end of the period for which you have provided us with satisfactory written proof of loss.

You must submit the following documents:

1. A completed claim statement signed by you.
2. A completed claim statement signed by the Employer.
3. A completed claim statement signed by your treating Physician.

## E. INVESTIGATION OF YOUR CLAIM

We have the right at any time to conduct an investigation of your claim.

## F. NOTICE OF CLAIM DENIAL

We will not deny disability benefits to you without first submitting a copy of the notice of denial to the Division. The Division shall review the denial within ten days of the receipt of the notice. If the Division finds the denial erroneous, without proper legal basis, or without sufficient evidence to support it, the Division shall request us to reconsider our action in denying disability benefits. If upon reconsideration, we again decide to deny disability benefits, you and the Division shall be so notified. You shall have the right to appeal the denial of disability benefits.

## INCONTESTABILITY

All statements, made by you shall be deemed representations and not warranties.

No statement, made in the application by the Policyholder, shall be used in any contest unless a copy of the application, if any, of the policyholder shall be attached to the policy when issued.

No statement made by you shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to you or to your beneficiary, if any.

A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects either the acceptance of the risk or the hazard assumed by Us, shall not prevent a recovery on the policy.

## CLERICAL ERROR

Clerical error by the Employer will not:

1. Cause you to become insured.
2. Invalidate Insurance otherwise validly in force.
3. Continue Insurance otherwise validly terminated.

## ASSIGNMENT NOT PERMITTED

Your Certificate is not assignable. The Insurance provided and benefits payable are not assignable.

## INSOLVENCY OF EMPLOYER NOT TO RELEASE INSURER

The insolvency or bankruptcy of the employer and the employer's discharge therein shall not relieve ReliaStar Life from the payment of temporary disability benefits during the life of the policy or contract.

## CANCELLATION OF PLAN

This Plan may be cancelled by the Employer or by ReliaStar Life upon proper notice to the Director.

# GENERAL DEFINITIONS

**BASE YEAR** means the 52 calendar weeks immediately before the calendar week in which you became Disabled.

**CONTRIBUTORY INSURANCE** means you pay a part of the cost of your Insurance. The maximum amount that you may be required to contribute is 50% of the Employer's premium rate as specified in Section 392-43(a) of the Hawaii Revised Statutes. In no event will the amount exceed 1/2 of 1% of your wages as determined by the TDI Law.

**COVERED EMPLOYER** means an employer who is required to provide disability coverage for Eligible Employees in accordance with the TDI Law.

**COVERED INDIVIDUAL** means an active employee of the Employer whose employment is covered by the Hawaii Temporary Disability Insurance Law.

**DISABLED** means that:

- your injury or illness prevents you from performing your regular duty;
- your injury or illness is not work related; and
- your disability is certified by and you are under the care of a licensed physician, surgeon, dentist, chiropractor, osteopath, naturopath, or an advanced practice registered nurse, or an accredited practitioner of a faith-healing group.

**DIRECTOR** means the Director of the Hawaii Department of Labor and Industrial Relations.

**DIVISION** means the Disability Compensation Division of the Hawaii Department of Labor and Industrial Relations.

**EMPLOYER** means ODP Business Solutions, LLC, ODP International, LLC, Office Depot, LLC, Veyer, LLC.

**GROUP POLICY** means the group policy issued to the Policyholder named in the Schedule.

**INSURANCE** means your Temporary Disability Insurance under the Group Policy.

**NONCONTRIBUTORY** Insurance means the Employer pays the entire cost of your Insurance.

**PERIOD OF DISABILITY** means the entire period of time during which you are continuously and totally unable to perform the duties of your employment. For Waiting Period purposes, two periods of disability due to the same or related cause or condition and separated by a period of not more than 14 days will be considered as one continuous period of disability.

**PHYSICIAN** A person duly licensed to practice medicine, surgery, dentistry, chiropractic, osteopathy, or naturopathy, or an advanced practice registered nurse, or an accredited practitioner of a faith-healing group.

**PLAN** means insured coverage which equals the coverage required under the TDI Law and has been approved by the Division.

**AVERAGE WEEKLY WAGE** The average weekly wage for the purpose of computing the weekly benefit amount shall be based upon the wages that you would receive from your employer except for your disability. If you are a salaried employee, the "average weekly wage" shall be your weekly salary in the last week prior to the commencement of disability.

**TDI** means Temporary Disability Insurance.

**TDI LAW** means the Temporary Disability Insurance Law of Hawaii, including all amendments and supplements to the TDI Law which take effect while the Group Policy is in force.

**TEMPORARY DISABILITY INSURANCE** means your disability insurance coverage provided by the Group Policy.

**TDI BENEFIT** means the Temporary Disability Insurance benefit payable to you weekly according to the terms of the Group Policy.

**WAGES** means all compensation payable by Covered Employers to Covered Individuals for personal services, including commissions and bonuses and the cash value of all compensation payable in any medium other than cash.

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not a part of the insurance certificate.

# SUMMARY PLAN DESCRIPTION

**For a Plan of Insurance Underwritten by**
**ReliaStar Life Insurance Company**
**P.O. Box 20**
**Minneapolis, Minnesota 55440**

**Plan Name, Number and Name and Address of Policyholder:**
ODP International, LLC
74634-7HITDI
ODP International, LLC
6600 North Military Trail
Boca Raton, FL, 33496

**Name, Address, and Telephone Number of the Plan Administrator:**
ODP International, LLC
6600 North Military Trail
Boca Raton, FL, 33496

**Identification Numbers**
IRS Employer Identification Number: 87-2687219
Plan Number: 501

**Agent for Legal Process:** Plan Administrator

**Trustees:** None

**Collective Bargaining or Multiple-Employer Agreements under which Plan is Established:** None

**Type of Administration:** Records maintained by Policyholder.

**Premium Payments:** Employee paid

**Plan Year:** January - December

**Claim Procedures:** Please refer to CLAIM PROCEDURES section(s).

**Statement of ERISA Rights:** Please refer to STATEMENT OF ERISA RIGHTS section.

**Eligibility and Circumstances Limiting Eligibility:** As described in the Certificate of Insurance.

**Type of Plan:** As described in the Certificate of Insurance.

**Benefits in Plan:** As described in the Certificate of Insurance.

**Amendment or Termination of Plan:** The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Policyholder reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time.

ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

**Benefits, Rights, and Obligations after Termination:** As described in the Certificate of Insurance.

# SUMMARY PLAN DESCRIPTION

## CLAIM PROCEDURES FOR DISABILITY INCOME INSURANCE

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the standards on which the entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, the additional information needed to resolve those issues, if any, and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
   a. The specific reason(s) for the denial.
   b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
   c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
   d. A description and a copy of relevant claim review procedures, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. Prior to rendering an adverse decision on appeal, ReliaStar Life will provide notice to the claimant of any new or additional evidence considered, relied upon, or generated by the plan, insurers or other persons making the benefit determination. ReliaStar Life will also notify the claimant if it has new or additional rationale for an adverse appeal determination. ReliaStar Life will then provide the claimant with a reasonable opportunity to review and respond to this new information before making its decision. The time period ReliaStar Life has to make its determination will be tolled while it is waiting for the claimant's response.
8. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. If ReliaStar Life sends an adverse benefit determination following its review of the appeal, the notice of the determination will be written in an understandable manner and include the following:
   a. The specific reason(s) for the adverse benefit determination.
   b. Reference to the specific provision on which the determination is based.
   c. A statement that the claimant 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.
   d. A statement of the claimant's right to bring a civil action and any contractual statute of limitations period, including the specific calendar date on which such limitations period will expire.
   e. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse benefit determination, then a copy of any such rule, guideline, protocol or other criterion will be provided free of charge.
   f. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

This decision will be issued as soon as practicable from the date of appeal, but not longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.

9. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

# SUMMARY PLAN DESCRIPTION

## STATEMENT OF ERISA RIGHTS

As a participant in the Plan 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.

### 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 benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a 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 you up to $110 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 Office of Participant Assistance, 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.