



April 11, 2025

Khaled Nached

Dear Khaled:

We are pleased to offer you a position as Associate, Support Engineer, Platform Infrastructure Department at Institutional Capital Network, Inc. ("iCapital") reporting to Adam Carlin, Vice President, on the terms and conditions outlined below.

**Start Date:** We anticipate that your employment will begin on or around April 21, 2025 subject to satisfactory completion of the Company's onboarding process, which includes a background check and reference checks, and your execution of this offer letter and the Company's Proprietary and Confidential Information and Inventions Agreement (PCIIA).

**Work Location:** iCapital's headquarters are in New York, NY, USA. Your place of work will be Greenwich, CT. In addition, you may be required to travel for business purposes or work at other locations from time to time upon iCapital's request.

**Compensation:** Your salary will be paid at the rate of \$120,000.00 per annum (less applicable deductions and withholdings), payable semi-monthly, on the fifteenth and last day of each month, in accordance with iCapital's regular payroll practices. You will work on a full-time basis and your position is classified as exempt (therefore you are not eligible to receive overtime pay).

In addition, you will be eligible to receive a discretionary bonus (less applicable deductions and withholdings), payable in an amount, if any, and on a schedule to be determined by iCapital in its sole discretion based on its assessment of your performance, iCapital's performance and other relevant factors. Such discretionary bonus, if any, will also be paid in accordance with iCapital policy with respect to the payment of bonuses. Assuming fulfillment of the criteria set forth above, your target annualized bonus for the 2025 year will be \$15,000.00 (which will be prorated from your start date). In order to earn and receive a discretionary bonus, you must be a current employee of the Company and in good standing at the time bonuses are paid by the Company. For purposes of this offer letter, "good standing" means that an employee has not resigned (or given notice of resignation) or has not been terminated for any reason (meaning, with or without cause) (or been given notice of termination for any reason).

In connection with the commencement of your employment, the Company will grant you 1,800 restricted stock units, subject to approval by the Company's Board of Directors, provided if the Board of Directors does not approve, then, at the Company's discretion, we will enter into an equity appreciation rights agreement or other long-term incentive arrangement that is intended to be substantially similar to the restricted stock unit grant. Any equity grant will be subject to the terms and conditions of iCapital's Equity Incentive Plan (as may be amended from time to time) and contingent upon your execution of an award agreement that contains, among other items, vesting requirements with respect to the equity grant. As described more fully in the award agreement and subject to the relevant terms and conditions, the equity grant shall vest over 4 years, with the first 50% of your grant vesting following the two-year anniversary of your commencement of employment with iCapital and an additional 25% vesting following



each one-year anniversary thereafter. No right to any stock is earned or accrued until such time as vesting occurs, and the equity grant does not confer any right to continued vesting or employment. Notwithstanding the foregoing, your employment with iCapital is on an at-will basis, and nothing in this section (or in this offer letter) is intended to alter the at-will status of your employment, as described further below.

**Benefits:** On the first day of your employment, you may be covered under iCapital's group health, dental and vision insurance plans, subject to each plan's exclusions and limitations (as may be amended from time to time). Additional benefits include a 401(k) plan. Further details of your benefits will be discussed upon the commencement of your employment.

**Paid Time Off:** iCapital has an open Paid Time Off Policy for full-time employees. You may take off as much time as you need, as long as you meet performance expectations, deliver high-quality outcomes, and work out your time off in advance with your manager and otherwise in accordance with iCapital policies and procedures.

**Representation:** You represent that you are free to accept employment with iCapital without any contractual restrictions, express or implied, with respect to any of your prior employers (including, but not limited, any non-competition, non-solicitation and/or similar provisions). You further represent that, during your employment with iCapital, you will not use any confidential and/or proprietary information which belongs to a third party (whether such third party is one of your former employers or otherwise) without such third party's prior written consent. iCapital will not be liable for any potential breaches of contract and/or other commitments arising from your previous employment, nor shall it be liable for any improper use of a third party's confidential and/or proprietary information.

**Registration:** The position that you have been offered may require testing and/or registration as has been indicated to you as part of the hiring process. All necessary testing and/or registration requirements must be completed within four (4) months of the commencement of your employment, unless otherwise indicated by your manager. Failure to satisfy all such necessary testing and registration requirements within expected timeframe(s) may be grounds for disciplinary action by iCapital, up to and including termination.

**Compliance With iCapital's Policies and Procedures:** In addition to the terms and conditions of your employment set forth herein, you agree to comply fully with all policies and procedures in effect for employees including, but not limited to, all terms and conditions set forth in iCapital's employee handbook and any other memoranda and communications pertaining to policies, procedures, rules and regulations as may be modified from time to time by iCapital at its sole discretion. Failure to comply with all such policies, procedures, rules and regulations will be grounds for disciplinary action by iCapital, up to and including termination. Furthermore, as a condition of employment, you must agree to and execute iCapital's Proprietary and Confidential Information and Inventions Agreement.

**Termination with or without Cause/Resignation:** Your employment with iCapital will be at-will, meaning either you or iCapital may terminate the relationship at any time, with or without cause or notice. Should the relationship end, you will receive any salary which has been earned but unpaid up to the date of your termination or resignation (less applicable deductions and withholdings). You will not receive any additional salary, discretionary bonus or other payments whatsoever.



**Non-Defamation:** You agree that you will not at any time (whether prior to, during or subsequent to your employment with iCapital) defame iCapital or its affiliates and/or any iCapital partner, employee, officer, director, shareholder or investor in communications with clients, potential clients, investors, potential investors, competitors, the media or any other persons or entities with whom any of the foregoing do business or may do business.

**Governing Law and Venue:** This offer letter will be governed by and construed in accordance with the laws of the city and state of Greenwich, CT (without regard to its conflicts of law principles), and you agree that the exclusive venue for any dispute arising hereunder will be in the city and state of New York, NY.

**Modification:** This offer letter contains the entire understanding of the parties and may be modified only in a document signed by the parties and referring explicitly hereto. If any portion of this offer letter is found to be unenforceable but such portion would be enforceable if some part thereof were deleted or modified, then such portion will apply with such deletion or modification as is necessary to make it enforceable to the fullest extent permitted by law. If any such portion cannot be modified to be enforceable, such portion will be deemed severed from this offer letter and will not affect the validity or enforceability of the remainder of this offer letter.

**Additional Terms:** Nothing in this offer letter is intended to create a fixed term of employment at iCapital. Your employment with iCapital is on an at-will basis and may be terminated by you or iCapital at any time, with or without cause and with or without notice. This offer letter is not a contract for a guaranteed term of employment or association.

This offer of employment (as well as continued employment) is subject to final reference checking and satisfactory completion of iCapital's pre-employment screening process. Furthermore, in compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete an Employment Verification Form I-9 and present proof of identity and employment eligibility. Please bring the necessary documentation on your first day of work.



If you accept this offer, please sign via the electronic signature application provided to you and a copy will be received by our Talent Acquisition team confirming your acceptance. Please do so within two business days of the date of this letter, otherwise, this offer will expire automatically on such date. We look forward to having you on board.

Sincerely yours,

Institutional Capital Network, Inc.

A handwritten signature in black ink that reads "Deborah H. Wheelock".

Deborah H. Wheelock  
MD, Chief People Officer

DocuSigned by:

Accepted:  Khaled Nached  
Khaled Nached 3F8B527CB445...

Date: 4/11/2025

**INSTITUTIONAL CAPITAL NETWORK, INC.  
PROPRIETARY AND CONFIDENTIAL INFORMATION AND INVENTIONS  
AGREEMENT FOR SERVICE PROVIDERS**

In consideration of my employment, consulting or contracting relationship with Institutional Capital Network, Inc. and/or its affiliates (collectively the “**Company**”), the compensation, wages, fees and other benefits (if any) paid therefore (including, without limitation any equity interest issued to me by the Company), the promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree as follows:

1. Purpose.

(a) I acknowledge that: (i) the Company operates in a competitive environment and that it enhances its opportunities to succeed by establishing certain policies, including those reflected in this Agreement; (ii) the Company possesses and will continue to Develop and acquire Confidential Information (as defined below) of substantial commercial value; (iii) by reason of my relationship with the Company, it will likely divulge to me certain Confidential Information and I will Develop (as defined below), acquire and/or handle such Confidential Information in the course of that relationship; (iv) my employment or contracting relationship with the Company is one in which the Company will place substantial confidence and trust in me; and (v) the value of Confidential Information depends on keeping them confidential, such that the Company has an important interest in protecting the confidentiality of its Confidential Information and providing for the ownership of proprietary rights. I understand that the provisions of this Agreement are a material condition to my continuing relationship with the Company.

(b) I acknowledge that any employment, consulting or contracting relationship between me and the Company is at-will and may be terminated by either party at any time with or without cause. This Agreement is not an employment or consulting agreement and is concerned only with the protection of the Company’s Confidential Information and related matters.

2. Definitions. As used in this Agreement, the following definitions will apply:

(a) “**Confidential Information**” means and includes all information (including Trade Secrets (as defined below)), that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, examples of such Confidential Information include all information and data furnished by the Company to the employee or contractor or that the employee or contractor encounters while performing services for the Company, whether in oral, written, graphic or machine-readable form, including corporate information, including plans, strategies, methods, policies, resolutions, and any litigation or negotiations; marketing information, including strategies, methods, customer identification lists, pricing data, billing practices, sources of supply, prospects, sales and marketing policies, plans, forecasting information, or market research data; financial information, including cost and performance data, budgets and forecasts, working papers or unpublished statements, debt arrangement, equity structure, investors and holdings; information, sales data, price lists and cost information; and personnel information, including personnel lists, resumes, personnel data, organizational structure, compensation structure and performance evaluations.

(b) “**Develop**” means to conceive, create, develop, assemble, reduce to practice, or, in the case of works of authorship, to fix in a tangible medium of expression.

(c) “**Development**” includes, but is not limited to, all inventions, discoveries, improvements, processes, developments, designs, know-how, data, computer programs, algorithms, formulae and works

of authorship, and all other materials in any form (including, hard copy and electronic form), whether or not patentable or registrable under patent, copyright or similar statutes, Developed by me in connection with the Company's business.

(d) "**Intellectual Property**" means and includes, with respect to any Development, all intellectual property rights, including all patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, computer programs and other computer software (including all source and object code, algorithms, architecture, structure, display screens, layouts and development tools), inventions, designs, samples, specifications, schematics, know-how, Trade Secrets, proprietary processes and formulae, and development tools, promotional materials, databases, customer lists, supplier, vendor and dealer lists and marketing research, and all documentation and media constituting, describing or relating to the foregoing, including manuals, memoranda and records.

(e) "**Trade Secret**" means any information of the Company, including technical or non- technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets also include any information described in this paragraph (e) which the Company obtains from another party which the Company treats as proprietary or designates as trade secrets, whether or not owned or Developed by the Company.

(f) The terms "**Trade Secrets**" and "**Confidential Information**" shall not include any materials or information of the types specified above to the extent that such materials or information (i) is, or becomes, in the public domain, unless this occurs through a breach of any of the obligations hereunder; (ii) is in my possession from a third party source that is not in breach of any obligation owed to the Company; or (iii) is required to be disclosed by law following my reasonable notice to the Company to permit the Company an opportunity to seek an appropriate protective order.

3. Confidential Information of the Company. Except as required by my employment, consulting or contracting relationship with the Company, or as the Company may consent to in writing, at no time will I use for the benefit of any person or entity other than the Company, or disclose or reveal to any other person or entity, either during or subsequent to the term of my employment, consulting or contracting relationship with the Company (the "**Term**"), any Confidential Information belonging to the Company or its contractors, suppliers, joint venturers, licensors, licensees, customers or distributors. This means, among other things (and by way of example only), that without the Company's written consent I cannot use any such Confidential Information in making personal investment decisions. Upon termination of my employment, consulting or contracting relationship with the Company for any reason, I will deliver to the Company all originals and all copies of any and all physical, written, graphical and/or machine readable materials and media (including, for example, notes, notebooks, memoranda, diskettes and photographic slides, prints and negatives) in any form now known or later Developed that are in my possession or under my control and contain, represent, disclose or embody Confidential Information of the Company or its contractors, suppliers, joint venturers, licensors, licensees or distributors, as well as any and all devices and equipment belonging to the Company (including, computers, handheld electronic devices, telephone equipment and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, correspondence, emails, specifications, drawings and other documents and property whether Developed by me pursuant to my employment, consulting or contracting relationship with the Company, obtained by me in connection with such relationship or otherwise belonging to the Company, its successors and assigns. Both during and after the Term, all such materials and media will belong to the

Company. I also consent to an exit interview to confirm my compliance with this Section 3.

I will not forward any Confidential Information to my personal e-mail address or upload Confidential Information on to any personal computer, mobile phone or onto any cloud-based storage site or social media platform without the prior written consent of one of the Company. Confidential Information may only be stored on Company-issued computers, personal devices with appropriate Company safeguards in place, and Company e-mail addresses.

Pursuant to the federal Defend Trade Secrets Act of 2016, the Company notifies you that:

(i) An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that: (1) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and

(ii) Furthermore, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose Company's Trade Secrets to the attorney and use the Trade Secret information in the court proceeding if the individual: (1) files any document containing the Trade secret under seal; and (2) does not disclose the Trade secret, except pursuant to court order.

Notwithstanding anything to the contrary in this Agreement, any policy of the Company, or any other agreement with the Company to which I am a party, nothing in such documents prohibits me from reporting possible violations of law or regulation to any governmental agency or entity under any whistleblower protection provision of U.S. federal or state law or regulation (including Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act 2002) or requires me to notify the Company of any such report.

#### 4. Ownership of Developments.

(a) All Developments which are prepared, designed, written or Developed by me (either alone or jointly with others) while rendering services to the Company (including without limitation any Developments Developed prior to the date hereof as a result of my involvement in activities related to the Company's business, Development of its business plan or any product or service offerings currently offered for sale, license, or distribution by the Company or proposed to be offered for sale, license or distribution by the Company) or delivered by me to the Company, or any such Developments prepared, designed, written or Developed by me with the use of Company property, equipment, facilities, or personnel (including during my off duty hours) (collectively, the "**Company Materials**"), and which may or may not be Confidential Information, as between the Company and me, shall be the sole and exclusive property of the Company. I agree that the Company Materials shall be "works made for hire" as defined in the Copyright Act of 1976, as amended (the "**Act**"), and that the Company shall be considered the author of the Company Materials for all purposes and the owner of all the rights comprised in the undivided copyright (and all renewals and extensions thereof) in and to the Company Materials and of any and all corresponding Intellectual Property rights. In the event (and to the extent) that the Company Materials or any part or element thereof are determined not to be a work made for hire within the meaning of the Act, I hereby irrevocably grant, sell and assign to the Company all right, title and interest in and to the Company Materials, and any copies thereof, throughout the universe in all languages and in all media and forms of expressions and communication now known or later Developed. The foregoing shall be effective as to each item of Company Material as of the moment such item is fixed in a tangible medium whether or not such item is complete. No rights are reserved to me. Accordingly, the Company shall own all works in progress. I hereby waive any and all rights, which I may have now or in the future, in the Company

Materials.

(b) I will communicate to the Company as promptly as practicable all Developments that I conceive or Develop (either alone or jointly with others) at any time during the Term and for the period of one year thereafter, for the purpose of determining the extent of the Company's rights in such Developments. For Developments that are Developed during the Term, and within the scope of my employment or contracting relationship with the Company, the communication will be as complete as practicable. For Developments that are not Developed during the Term and within the scope of that employment or contracting relationship, the communication may be limited to a general description sufficient to disclose clearly the relationship between those Developments and the scope of the work I did for or on behalf of the Company, and I will not be obligated to disclose confidential information belonging to me or any third party except to the extent required to make that disclosure clear.

(c) I will take all actions the Company and/or its nominees, agents or assigns (without charge but at the Company's expense) deems necessary to the Company's efforts to obtain, maintain and enforce any and all Intellectual Property rights and protections relating to all Developments, including by executing all relevant documents. I understand that these obligations will continue beyond the termination of my employment, consulting or contracting relationship with the Company. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance or enforcement of patents, copyrights, trade secrets and similar protections related to such Developments with the same legal force and effect as if I had executed them myself.

(d) Section 4(a) will not apply to any intellectual property that I Developed prior to the Term and that underlies, pertains to, is embodied in or becomes embodied in any Development ("Background Intellectual Property"), except that with respect to any Development that incorporates both elements that are Background Intellectual Property and elements that are Developed during the Term, Section 4(a) will apply to those elements that are Developed during such Term. I hereby grant to the Company an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license (with the right to sublicense) in the Background Intellectual Property to the extent reasonably necessary to permit the Company and its customers, clients and licensees to use, practice, reproduce, manufacture, modify, publicly perform, display, exhibit, market, distribute and otherwise exploit all Developments. I have listed below the only Background Intellectual Property that is or might be incorporated into Developments (failure to list indicates there are none):

Khaled Nached

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Initial Here:

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KN

*(if additional space is required, use additional pages and attach to end of this Agreement)*

5. Return of Company Property. All tangible materials, equipment, documents, copies of documents, customer lists, data compilations (in whatever form), software programs, and electronically created or stored materials that Employee receives or makes in the course of employment with the Company, including but not limited to the Company's Confidential Information, are and shall remain the property of the Company and Employee shall immediately return such property to the Company upon the Company's request and/or upon the termination of Employee's employment, for whatever reason, with the Company. The obligation to return property and documents extends to anything received or made during and as a result of employment by the Company, regardless of whether it was received from the Company or a third

party, such as actual or potential vendors or clients, and regardless of whether a document contains Confidential Information. Employee will not retain any Company information in any form, including any information retained in electronic form on any external hard drives, flash drives, thumb drives, mobile phones and in electronic storage accounts such as the cloud or online e-mail accounts. The only documents not subject to the obligation to return are documents directly relating to Employee's compensation and benefits, such as Employee's pay stubs, benefit plan booklets and personnel information.

6. **Non-Competition and Non-Solicitation.** During the term of my consulting or contracting relationship or employment with the Company and for a period of one year following the termination of such consulting or contracting relationship or employment for any reason (the "**Restricted Period**"), I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. Further, during the Restricted Period, I will not work for or engage in any activity for a direct competitor, including but not limited to Addepar, ADDX (formerly iSTOX), Advisors Asset Management, Allocate, Apex, AIX, Altegris, Altive, Anduin Fund Subscription, Atom Invest, BITE, Broadbridge, CAIS, Cadre, Central Park Group, Cepres, Citco, Citisoft, Crystal Funds, Delio, eVenture, Fiduciary Exchange LLC (FIDx), First Trust Portfolios, FIS Global, Flow, FundFormer, Gen II, GenTwo, Goji, Halo Investing, Hatcher, Investiere/Verve, Juniper Square, Katipult, Leonteq, Luca, Luma Financial, Mercury Capital Partners, Moonfare, Opto Investments, Percent, PPB Capital Partners, SEI, Spire, SS&C Technologies, Stableton, +Subscribe, SyndicationPro, S64, Titanbay, Truffle Invest, UMB, Wealthforge, Xen Capital, Yield Street, or any other entity engaged in any substantially similar business activities. I acknowledge and agree that if I violate any of the provisions of this Section 6, the running of the Restricted Period will be extended by the time during which I engage in such violation(s).

7. **No Breach of Other Rights or Obligations.** My performance of the terms of this Agreement and my employment, consulting or contracting relationship with the Company does not and will not breach any agreement to keep in confidence Confidential Information acquired by me in confidence prior to the Term. I have not entered into, and I agree I will not enter into, any agreement in conflict with this Agreement. I have the right, power and authority to grant the licenses with respect to the Background Intellectual Property set forth in Section 4 above. I have not brought, and I agree I will not bring, with me to the Company for use in my employment or contracting relationship with the Company any materials or documents of a former employer or any other person or entity for whom I have provided or am providing consulting and related services (paid or unpaid) that are not generally available to the public unless I have obtained express written authorization from the former employer or other person or entity for whom I have provided or am providing such services for their possession and use. If there are any exceptions to the foregoing representations, I have attached hereto a copy of each agreement or other written documentation, if any, which presently affects my compliance with the terms of this Agreement.

8. **Indemnification.** I will indemnify, defend, and hold the Company, and its affiliates and licensees, and all of its and their officers, directors, agents, and employees (collectively, the "**Company Indemnitees**") harmless from and against any and all liability, loss, damage, cost, or expenses, including reasonable fees of attorneys of the Company's choosing and expenses, which may at any time be incurred by reason of any claim, suit, or action brought by any third party against the Company Indemnitees, to the extent caused by: (a) a breach of any representation, warranty, or covenant made by me hereunder; or (b) any actual infringement or misappropriation by me of any third-party patent, trademark, copyright, trade secret or other third-party intellectual property rights arising from or in connection with the Developments and in which the Company has a property interest under the terms of this Agreement.

9. Miscellaneous.

(a) My obligations under this Agreement may not be modified, released or terminated, in whole or in part, except in a writing signed by me and the Company. Any waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof. This Agreement constitutes the entire agreement between the Company and me with respect to the subject matter hereof, superseding any prior agreement or representation, oral or written.

(b) Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause in no way will impair the enforceability of any of the other clauses herein. If one or more of the provisions of this Agreement is held to be excessively broad, such provision or provisions will be construed by the appropriate judicial body by limiting or reducing it or them, so as to be legally enforceable.

(c) I recognize and agree that the restrictions and time limitations set forth herein are reasonable and properly required for the adequate protection of the Company business. The Company and I intend this Agreement to be enforced to the greatest extent permissible. Therefore, should a court of competent jurisdiction hold any provision of this Agreement, or portion thereof, to be invalid, the provision or such portion shall be deemed automatically amended to the extent made necessary by the court's opinion, and I agree to execute any and all documents necessary to evidence such amendment. Further, in the event that I am in violation of any restrictive covenant(s) contained herein, then the time limitation thereof shall be extended for a period of time equal to the period of time during which the breach or breaches should occur.

(d) The provisions of this Agreement shall be effective regardless of the reason for the termination of my employment or consulting arrangement with the Company, or whether such termination is initiated by the Company or me.

(e) This Agreement is not assignable or transferable by me. The Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or to the purchaser of any of the assets of the Company, **provided that such purchaser offers me a substantially similar role.** This Agreement will inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

(f) I acknowledge that the Company will be irreparably harmed if my obligations hereunder are not specifically enforced and that the Company would not have an adequate remedy at law in the event of an actual or threatened violation by me of my obligations hereunder. Therefore, I agree and consent that the Company shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by me or my agents, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by the Company resulting from any such breach or threatened breach. I further agree that, in the event such decree is granted to the Company, I shall reimburse the Company for its reasonable attorneys' fees and costs in obtaining the decree to the extent permitted under applicable law. In the event the Company applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, I agree not to oppose such application.

(g) This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of laws or choice of laws principles. The Company and I agree to submit to the exclusive jurisdiction of the federal and state courts sitting in the State of New York for all such purposes, and waive any claims they may have that jurisdiction is not proper or such venue is not convenient. The parties hereto further consent that any summons and complaint or notice may be served by certified mail, return receipt requested at the address set forth below.

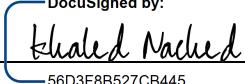
(h) I represent that I am knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, that I have carefully read this Agreement and have had the opportunity to seek the advice of counsel, and that I understand its terms.

(i) The provisions of this Agreement, and my obligations to the Company hereunder, shall survive the termination of my employment with the Company for so long as such obligations are expressed to continue.

(j) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either party may enter into this Agreement by executing any such counterpart.

[Signature page follows]

**CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAY MAKE DURING YOUR EMPLOYMENT OR CONTRACTING RELATIONSHIP WITH THE COMPANY.**

DocuSigned by:  
Signature:   
56D3F8B527CB445...

Name: Khaled Nached

Address: 370 Painter dr, West Haven, CT, 06516

AGREED AND ACKNOWLEDGED:

**INSTITUTIONAL CAPITAL NETWORK, INC.**

By: 

Name: Lawrence Calcano

Title: CEO

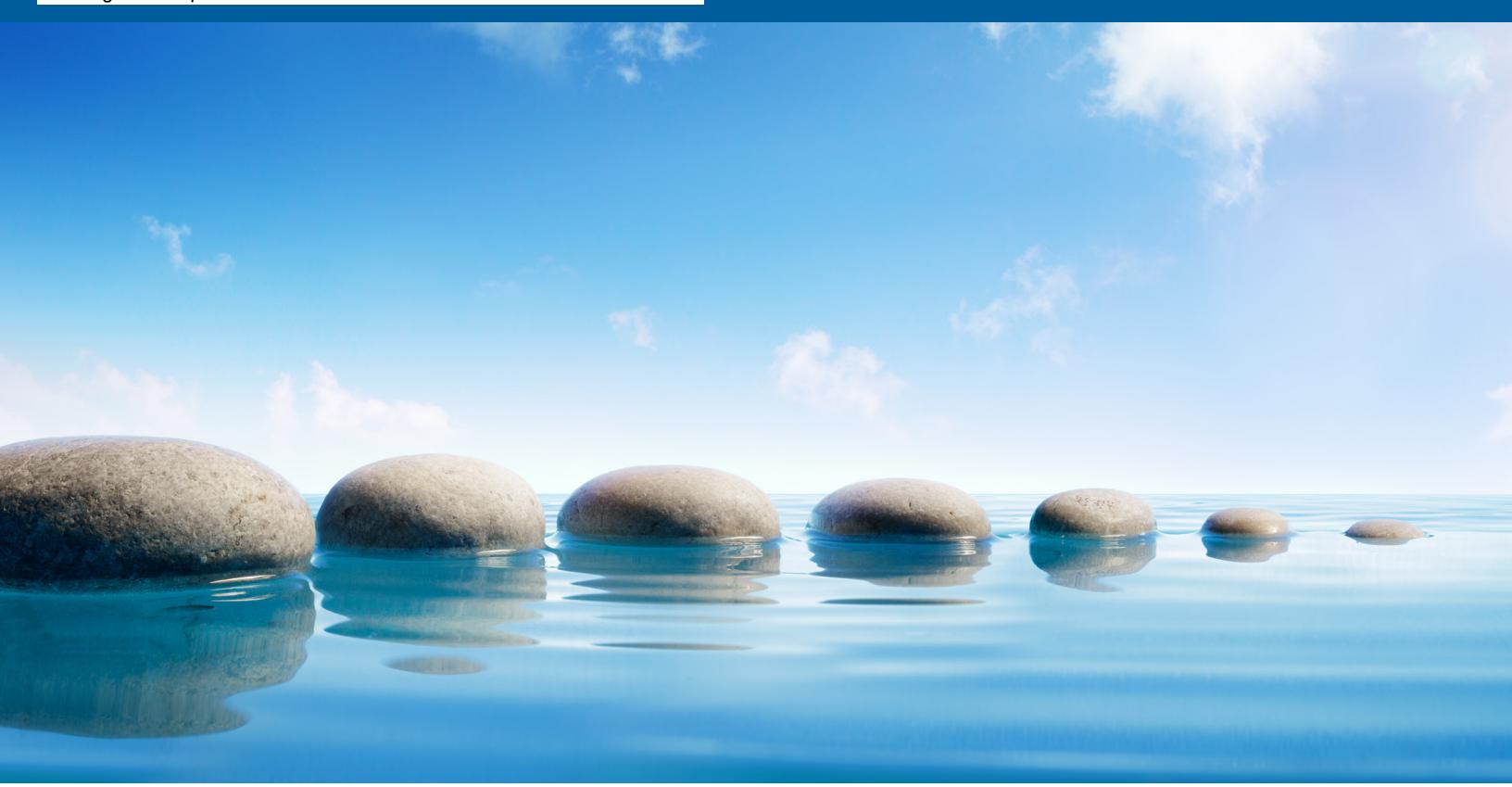
## 2024 EMPLOYEE BENEFITS

iCapital.



# Life in Balance





# Contents

- |           |                                     |           |                                       |
|-----------|-------------------------------------|-----------|---------------------------------------|
| <b>3</b>  | Welcome to Your Benefits Guide 2024 | <b>15</b> | Basic Life Insurance & AD&D Insurance |
| <b>4</b>  | Eligibility                         | <b>17</b> | Accident Insurance                    |
| <b>5</b>  | Welcome to Your Benefits            | <b>18</b> | Hospital Indemnity Insurance          |
| <b>6</b>  | Medical Benefits                    | <b>19</b> | Short and Long Term Disability        |
| <b>8</b>  | Additional Benefits                 | <b>20</b> | iCapital 401(k) Plan                  |
| <b>10</b> | Telemedicine                        | <b>21</b> | Employee Assistance Program           |
| <b>11</b> | Health Savings Account (HSA)        | <b>22</b> | Touchcare – Health Advocacy           |
| <b>12</b> | Dental Benefits                     | <b>24</b> | Important Contacts                    |
| <b>13</b> | Vision Benefits                     | <b>25</b> | Required Notices                      |
| <b>14</b> | Flexible Spending Accounts          |           |                                       |

# Welcome to Your Benefits Guide 2024

We are proud to offer you and your family valuable benefits from some of the world's leading carriers. Take the time to carefully read this packet and choose the best fit for you and your family's needs.

**iCapital.**





# Eligibility

For new hires, their benefits start on their date of employment.

- Your legal spouse or qualified domestic partner
- Children under the age of 26, regardless of student, dependency or marital status
- Children who are past the age of 26 and are fully dependent on you for support due to a mental or physical disability and who are indicated as such on your federal tax return

## Changing Benefits After Enrollment

During the year, you cannot make changes to your benefits unless you have a Qualified Life Event. If you do not make changes to your benefits within 30 days of the Qualified Life Event, you will have to wait until the next annual Open Enrollment period to make changes (unless you experience another Qualified Life Event).

<b>Qualified Life Event</b>		<b>Documentation Needed</b>
<b>Change in marital status</b>	Marriage	Copy of marriage certificate
	Divorce/Legal Separation	Copy of divorce decree
	Death	Copy of death certificate
<b>Change in number of dependents</b>	Birth or adoption	Copy of birth certificate or copy of legal adoption papers
	Step-child	Copy of birth certificate plus a copy of the marriage certificate between employee and spouse
	Death	Copy of death certificate
<b>Change in employment</b>	Change in your eligibility status (i.e., full time to part time)	Notification of increase or reduction of hours that changes coverage status
	Change in spouse's benefits or employment status	Notification of spouse's employment status that results in a loss or gain of coverage

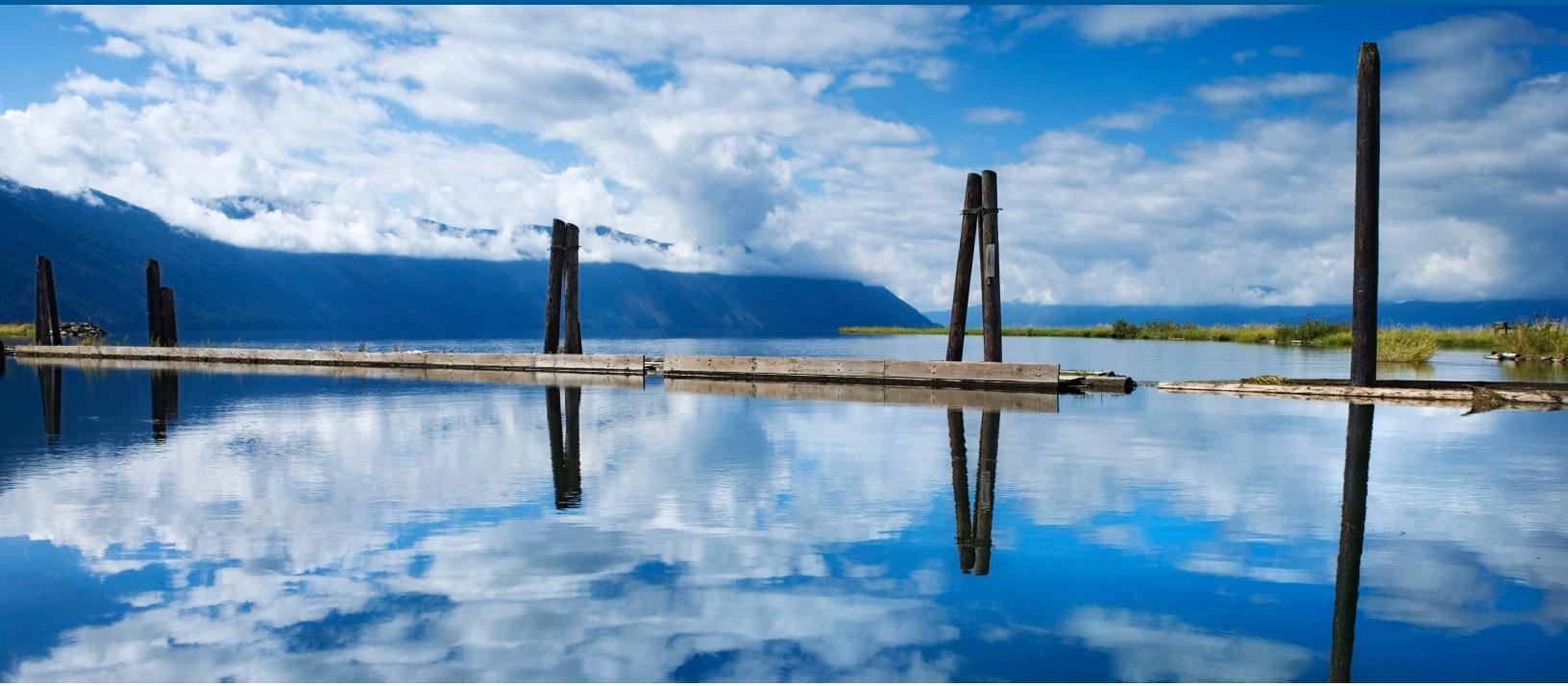
# Welcome to Your Benefits

## Overview

This guide was designed to help you understand your benefit options and what they mean for you and your family. Once you have reviewed your options, visit Dayforce to explore the platform and make your benefits elections. Once you have elected your plans you will be able to view the plans in more detail from the carrier websites or the Summary Plan Descriptions located on the Hub.

iCapital is proud to offer you the following benefits:

Type of Benefit	Who Contributes?
Medical Benefits	iCapital + You
Dental Benefits	iCapital
Vision Benefits	iCapital
Life/AD&D Insurance	iCapital
Voluntary Life/AD&D Insurance	You
Short and Long Term Disability Insurance	iCapital
Flexible Spending Accounts	You
Health Savings Account	iCapital + You
Commuter Benefits	You
Lifestyle Spending Account	iCapital
401(k) Retirement Plan	iCapital + You
Employee Assistance Program	iCapital
Accident Insurance	You
Hospital Indemnity	You
Virtual Care	iCapital
TouchCare – Health Advocacy	iCapital
<b>iCapital Pays 92% of the Total Cost of Your Benefits</b>	



# Medical Benefits

## Semi-Monthly Contributions

Below are the semi-monthly medical contributions for each plan. iCapital pays the remaining portion of the premium for employees and their dependents. Note that adding domestic partners and children of domestic partners to this benefit will result in additional tax consideration.

	<b>High Deductible Health Plan (HDHP)</b>	<b>EPO</b>	<b>PPO</b>
<b>Employee Only</b>	\$32.65	\$36.72	\$89.68
<b>Employee &amp; Spouse</b>	\$68.56	\$76.51	\$188.34
<b>Employee &amp; Child(ren)</b>	\$57.14	\$62.43	\$156.95
<b>^Employee &amp; Domestic Partner</b>	\$32.65 pretax \$32.65 post-tax	\$36.73 pretax \$36.73 post-tax	\$89.68 pretax \$89.68 post-tax
<b>Employee &amp; Family</b>	\$99.58	\$112.02	\$273.53
<b>^Employee &amp; Domestic Partner &amp; Child(ren)</b>	\$57.14 pretax \$32.65 post-tax	\$62.43 pretax \$36.73 post-tax	\$156.95 pretax \$89.68 post tax

**Please Note:** 26 year old dependents will age off at the end of the month following their 26th birthday.

<sup>^</sup>All contributions will be deducted on a pretax basis except for domestic partner deductions which are on a post-tax basis. The total monthly cost of the coverage for the domestic partner is subject to imputed income for the employee. In addition, domestic partnership is subject to additional documentation that will need to be provided before the domestic partner can be enrolled.

# Medical Benefits

iCapital offers options for medical coverage through UnitedHealthcare Oxford. The chart below compares the plans available to you and your family. For a full list of benefits please refer to UnitedHealthcare Oxford Summary Plan Descriptions located on the Hub. All three plans utilize the same Oxford Freedom Network.

			<b>HDHP</b>	<b>EPO</b>	<b>PPO</b>
<b>In Network</b>	<b>Annual Deductible</b>	<b>Individual</b>	\$2,000	\$1,500	\$0
		<b>Family</b>	\$4,000	\$3,000	\$0
	<b>Out-of-Pocket Maximum</b>	<b>Individual</b>	\$6,000	\$6,000	\$2,500
		<b>Family</b>	\$12,000	\$12,000	\$5,000
	<b>Coinurance</b>		0%	20%	0%
	<b>Doctor's Visit</b>	<b>Primary Care</b>	\$25*	\$30	\$25
		<b>Specialist</b>	\$50*	\$50	\$40
	<b>Preventive Care</b>		No Charge	No Charge	No Charge
	<b>Emergency Care</b>		\$200*	\$300	\$300
	<b>Urgent Care</b>		\$50*	\$50	\$40
<b>Out of Network</b>	<b>Hospitalization</b>	<b>Inpatient</b>	\$250*	20%*	\$500
		<b>Outpatient</b>	\$250*	20%*	\$250
	<b>Prescription Drugs (retail/mail order)</b>	<b>Generic</b>	\$15 / \$37.50*	\$15 / \$37.50	\$15 / \$37.50
		<b>Preferred</b>	\$35 / \$87.50*	\$35 / \$87.50	\$30 / \$75
		<b>Non-Preferred</b>	\$75 / \$187.50*	\$75 / \$187.50	\$60 / \$150
	<b>Annual Deductible</b>	<b>Individual</b>	\$4,000	Not Covered	\$2,000
		<b>Family</b>	\$8,000		\$4,000
	<b>Out-of-Pocket Maximum</b>	<b>Individual</b>	\$10,500		\$5,000
		<b>Family</b>	\$21,000		\$10,000
	<b>Coinurance</b>		30%		30%
	<b>Emergency Care</b>		Same as In-Network		Same as In-Network

\*Copay/coinsurance amounts represent member cost after the deductible has been met.



# Additional Benefits

## Sweat Equity Gym Reimbursement

If you enroll in iCapital's medical plan you will have access to UnitedHealthcare Oxford's Sweat Equity Gym Reimbursement Program. After you have completed a total of 50 workouts (i.e., gym visits, classes, group events, etc.) within a six month period you will send in the following for reimbursement:

1. A Completed Sweat Equity Reimbursement Form
2. Proof of Payment (e.g. receipt, automatic bank withdrawal)
3. Brochure or flier that describes the cardio or aerobic machine at the gym in which you participated

Mail these documents to:

Oxford Sweat Equity Program  
P.O. Box 29130  
Hot Springs, AR 71903

**\*Please Note:** UHC is no longer accepting remote fitness classes towards reimbursement but please make sure to track them accordingly.

## Lifestyle Spending Account

The Lifestyle Spending Account (LSA) is a \$200 reimbursement, funded by iCapital, for Physical & Emotional Wellbeing activities not covered by insurance from January 1 to December 31. Unused funds do not roll over into the following year. This benefit is for all employees who work 30 or more hours per week and provides funds for wellbeing activities that may not be covered by insurance. To receive the money in the account you need to submit a claim via the Wex portal.

Eligible Expenses			Ineligible Expenses
Physical Wellbeing	Financial Wellbeing	Emotional Wellbeing/Other	
<ul style="list-style-type: none"> <li>Athletic equipment and accessories</li> <li>Exercise equipment</li> <li>Gym, health club, spa, and fitness studio memberships (rock climbing, martial arts, tennis, etc.)</li> <li>Fitness classes (yoga, Pilates, spin/cycle, dance, etc.)</li> <li>Lessons (golf, swimming, tennis, dance, etc.)</li> <li>Fitness trackers (Fitbit, Apple Watch, etc.)</li> <li>Entry fees (marathons, leagues, etc.)</li> <li>Passes (ski, snowboard, golf, swimming, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Student loan reimbursement</li> <li>Home purchase expense reimbursement (down payment, closing costs, etc.)</li> <li>Financial advisor and planning services</li> <li>Financial seminars and classes</li> <li>Identity theft services</li> <li>Pet insurance services</li> </ul>	<ul style="list-style-type: none"> <li>Meditation classes</li> <li>Retreats (leadership, spiritual, etc.)</li> <li>Pet care (walkers, day care, grooming, etc.)</li> <li>Camping (equipment, fees, etc.)</li> <li>Personal development classes (art, cooking, etc.)</li> <li>Annual park pass</li> <li>Hunting and fishing licenses</li> </ul>	<ul style="list-style-type: none"> <li>Insurance Premiums</li> <li>Copays and Deductibles under the Health Plans</li> <li>Trips or Transport to Appointments</li> <li>Any related expenses from the IRS 213(d) list which is covered by a pre-tax Flexible/Health Savings Account</li> <li>Salon and spa appointments</li> <li>Cosmetic surgery</li> <li>Expenses under Sweat Equity or Peloton UHC Program</li> <li>Expenses for Dependents or Family Members</li> <li>OTC/Drug Store purchases</li> </ul>

\*Any funds utilized in this account will be taxable income to the employee and will be added on the last pay cycle of the year.



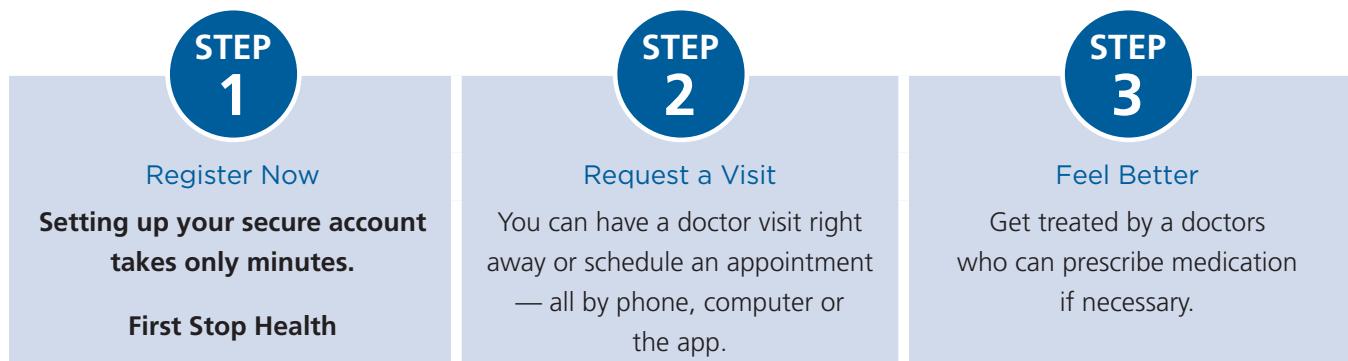
# Telemedicine

When you need care — anytime, day or night — or when your primary care provider is not available, telemedicine can be a convenient option. With telemedicine, you don't have to drive to the doctor's office or sit in a waiting room when you're sick — you can see your doctor from the comfort of your own bed or sofa.

## Register Today so You Are Ready When You Need Care



## Using Telemedicine Is as Easy as One, Two, Three



## Mental Health

- Access to short-term, solution-focused counseling
- Counseling visits occur via phone or video
- No cost for employees and their family members
- No pre-defined restrictions on the number of counseling visits or the different concerns for which a patient may be treated
- Counselors hold master's-level degree or above in counseling, social work, psychology, or related mental health profession

# Health Savings Account (HSA)

A Health Savings Account (HSA) is a personal savings account you can use to pay for qualified out-of-pocket medical expenses with pretax dollars — now or in the future. Once you're enrolled in the HSA, you'll receive a debit card to help manage your HSA reimbursements. Your HSA can also be used for your expenses and those of your spouse and dependents, even if they are not covered by the HDHP medical plan.

## How a Health Savings Account Works



### Eligibility

You must be enrolled in the High Deductible Health Plan.

### Contributions



**The Company contributes:** \$250 (Employee Only) or \$500 (Family)

**You contribute** on a pretax basis and can change how much you contribute from each paycheck up to the annual IRS maximum of \$3,900\* if you enroll only yourself or \$7,800\* if you enroll in family coverage. You can make an additional catch-up contribution of \$1,000 if you are age 55 or older.

\*amounts includes the employer contribution



### Eligible Expenses

You may use your HSA funds to cover Medical, Dental, Vision and prescription drug expenses incurred by you and your eligible family members.

### Using Your Account



Use the debit card linked to your HSA to cover eligible expenses, or pay for expenses out of your own pocket and save your HSA money for future health care expenses.



### Your HSA is always yours — no matter what.

One of the best features of an HSA is that any money left in your account at the end of the year rolls over so you can use it next year or sometime in the future. And if you leave the Company or retire, your HSA goes with you so you can continue to pay for or save for future eligible health care expenses.





# Dental Benefits

iCapital offers dental coverage through MetLife at no cost for you and your family. Adding domestic partners and children of domestic partners to your benefit plan will result in additional tax withholdings. The chart below provides the summary of the plan. For more detail, please refer to the Summary Plan Description located on the Hub.

<b>DPPO</b>		<b>In Network</b>	<b>Out of Network</b>
<b>Preventive Services</b>		100%	90%
<b>Annual Deductible</b>	<b>Individual</b>	\$0	\$50
	<b>Family</b>	\$0	\$150
<b>Annual Maximum</b>		\$2,000	\$2,000
<b>Basic Services (fillings, extractions, root canals)</b>		80%	60%
<b>Major Services (oral surgery, crowns)</b>		50%	50%
<b>Orthodontia (up to Age 19)</b>		50%	50%
<b>Ortho Lifetime Maximum</b>		\$1,500	\$1,500

# Vision Benefits

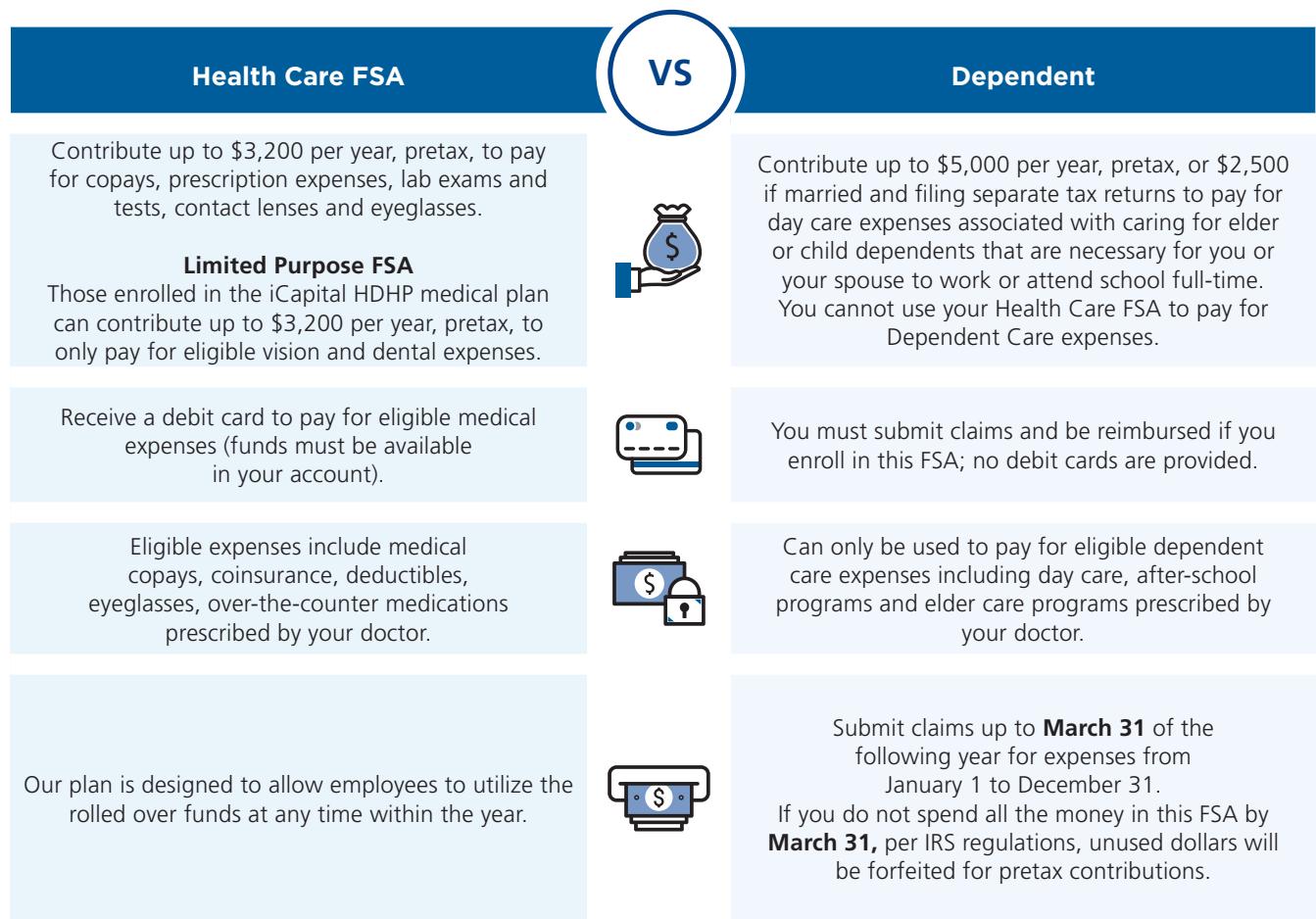
iCapital offers vision coverage through EyeMed at no cost for you and your family. Adding domestic partners and children of domestic partners to your benefit plan will result in additional tax withholdings. The chart below provides the summary of the plan. For more details, please refer to the Summary Plan Description located on the Hub.

	In Network	Out of Network
<b>Frequency:</b> Exam Lenses Frames		12 Months 12 Months 12 Months
<b>Examination Contact Fitting</b>	\$10 Copay \$40 Copay	Reimbursement Up to \$40
<b>Lenses:</b> Single Bifocal Trifocal	\$15 Copay \$15 Copay \$15 Copay	Reimbursement Up to \$30 Up to \$50 Up to \$70
<b>Frames</b>	\$150 allowance; 20% off remaining balance	Reimbursement Up to \$105
<b>Contact Lenses (in lieu of frames)</b>	\$150 allowance; 15% off remaining balance	Reimbursement Up to \$150



# Flexible Spending Accounts

Flexible Spending Accounts (FSAs) allow you to pay for eligible health care and dependent care expenses using tax-free dollars. There are several types of FSAs: the Health Care FSA, the Limited Purpose FSA, the Dependent Care FSA and the Commuter Benefits Account. **Please Note: If you are a participant in a Health Savings Account (HSA), you are not eligible for the Health Care FSA reimbursement account.**



## Commuter Benefits Program

Use pretax dollars to pay for your parking or public transportation expenses while commuting to work.

Account	Use For	Monthly Contributions
Transportation or Public Transit	Monthly passes, tokens, fare cards/vouchers (transit and vanpool expenses) for you	\$315 monthly maximum
Parking	Fees associated with parking at or near your place of employment or parking at or near public transportation to get to work (e.g. parking at a bus or subway station)	\$315 monthly maximum



# Basic Life Insurance & AD&D Insurance

Basic Life Insurance and Accidental Death & Dismemberment (AD&D) is a policy that pays benefits to the beneficiary in the event of death and accident and is offered through Reliance Standard and is 100% paid by iCapital. The Benefit amounts are listed below:

## Basic Life Insurance

Age	Your Beneficiary Would Receive
<b>Current – 64</b>	\$100,000
<b>65 – 69</b>	Reduced by 35%
<b>70+</b>	Reduced by 50%

## Accidental Death & Dismemberment Insurance

Age	Your Beneficiary Would Receive
<b>Current – 64</b>	\$100,000
<b>65 – 69</b>	Reduced by 35%
<b>70+</b>	Reduced by 50%

**Note:** Please be sure to update your beneficiary information in Dayforce as you go through your enrollment.

## Voluntary Life and AD&D Insurance

You can purchase Basic Life and Accidental Death & Dismemberment Insurance (AD&D) coverage for you and your dependents through Reliance Standard. For more details, please refer to the Summary Plan Description located on the Hub.

Benefit Information	Benefit Description
<b>Employee Increments</b>	\$10,000
<b>Employee Maximum</b>	5x Salary up to \$300,000
<b>Employee Guarantee Issue</b>	\$175,000 (applies to initial offer of coverage only)
<b>Spouse Increments</b>	\$5,000 (employee must be enrolled in Voluntary Employee Life)
<b>Spouse Maximum</b>	50% of employee amount to \$150,000
<b>Spouse Guarantee Issue</b>	\$25,000
<b>Benefit Reduction</b>	(35%) at age 65; (60%) at age 70; (75%) at age 75; (100%) at age 80
<b>Conversion</b>	Included
<b>Portability</b>	Included

The following rate chart indicates the monthly cost per \$1,000 of life insurance. The rates are scaled according to age and are the same for both employee and spouse.

Age	Employee/Spouse Rates
<b>Under 24</b>	\$0.04
<b>25-29</b>	\$0.04
<b>30-34</b>	\$0.05
<b>35-39</b>	\$0.08
<b>40-44</b>	\$0.10
<b>45-49</b>	\$0.15
<b>50-54</b>	\$0.23
<b>55-59</b>	\$0.43
<b>60-64</b>	\$0.63
<b>65-69</b>	\$1.17
<b>70+</b>	\$2.06
<b>Child Rate</b>	\$0.15
<b>AD&amp;D</b>	
<b>Employee/Spouse Rate</b>	\$0.023



# Accident Insurance

Accident insurance pays out a lump sum if you become injured because of an accident. It covers qualifying injuries, which might include a broken limb, loss of a limb, burns, lacerations or paralysis. In the event of your accidental death, Accident insurance pays out money to your designated beneficiary. While health insurance companies pay your provider or facility, Accident insurance pays you directly.

## How Does Accident Insurance Work?

Accident insurance policies can provide you with a lump sum paid directly to you that will help pay for a wide range of situations, including initial care, surgery, transportation and lodging, and follow-up care. Here's how it works:

- A set amount is payable based on the injury you suffer and the treatment you receive.
- Benefits are payable directly to you (unless you specify otherwise) and can be used as you see fit.
- Coverage is available for you, your spouse and eligible dependent children.
- You do not need to answer medical questions or have a physical exam to get basic coverage.
- Accident insurance covers injuries that happen on the job or off the job — unlike workers' compensation, which only covers on-the-job injuries.
- Benefit payments are not reduced by any other insurance you may have with other companies.

## Group Voluntary Accident Insurance

iCapital provides its employees with the opportunity to purchase voluntary accident insurance with Cigna via post-tax payroll deductions. This insurance provides participants with a flat dollar amount benefit as the result of an accident that happens. Below are the Per Pay costs as well as plan options for this plan:

Coverage	Low Plan per Pay	High Plan per Pay
Employee Only	\$1.71	\$3.00
Employee + Spouse	\$3.07	\$5.42
Employee + Child(ren)	\$4.09	\$7.32
Family	\$5.46	\$9.74

# Hospital Indemnity Insurance

Hospital Indemnity insurance is a plan designed to pay for the costs of a hospital admission that may not be covered by other insurance.

## How Does Hospital Indemnity Insurance Work?

If you are admitted to the hospital for an injury or illness, your Hospital Indemnity plan makes cash payments to you. And with the payments going directly to you, you can use these emergency funds to pay for costs not covered by your Medical insurance, Medical insurance deductibles, copays and coinsurance, child care expenses while you are in the hospital or cost-of-living expenses as you recover.

## Group Voluntary Hospital Indemnity

iCapital provides its employees with the opportunity to purchase voluntary hospital indemnity insurance through Cigna via post-tax payroll deductions. This insurance provides participants with a flat dollar amount benefit to help offset the costs associated with a stay in the hospital. Below are the deductions for this insurance.

Coverage	Hospital Care
Employee Only	\$7.30
Employee + Spouse	\$15.92
Employee + Child(ren)	\$12.56
Family	\$21.18





# Short and Long Term Disability

## Short Term Disability Insurance

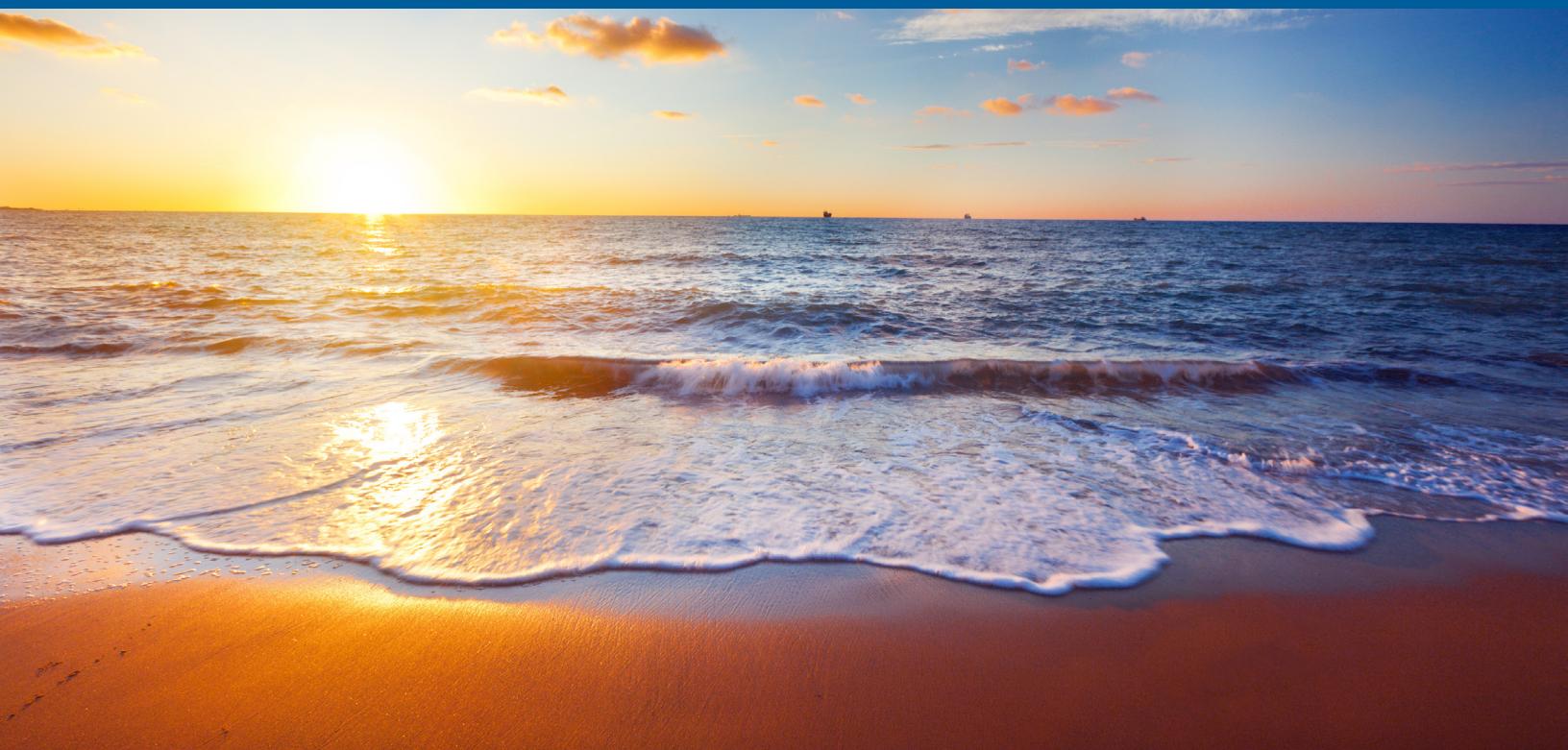
This benefit provides you with short term coverage for an off the job injury that affects your ability to perform your normal job duties. The coverage is offered through Reliance Standard and is 100% paid by iCapital. Examples of a disability would be broken bones, pregnancies, or any other non-work-related illness or injury that prevents you from being actively at work.

What You Will Be Paid	For How Long?	Notes
The Short Term Benefit is equal to 60% of your weekly salary to a maximum of \$2,500.	Maximum 26 weeks, or the earlier you recover.	Benefits are paid out after 7 days for either a sickness or injury.

## Long Term Disability Insurance

This benefit provides you with income replacement at the end of short term disability for long term disabilities resulting from an injury or illness that affects your ability to perform your normal job duties. The benefit is also offered through Reliance Standard.

What You Will Be Paid	For How Long?	Notes
The Long Term Disability Benefit is equal to 60% of your monthly salary up to a maximum of \$10,000	Maximum Social Security Normal Retirement Age, or the earlier you recover.	There is a waiting period of 180 days which matches the end of the STD maximum benefit period.



# iCapital 401(k) Plan

All employees who are over the age of 21 are eligible for the iCapital 401(k) plan except for interns, non-resident aliens, and contractors. The plan is managed by Empower and you are eligible on the first day of employment.

Employees will be able to enroll in the Traditional 401(k), Roth 401(k) and the After Tax 401(k) to save for retirement.

There is immediate vesting and iCapital's match is **100% of your contributions up to 4% of your total compensation.**

## What You Need To Know:

- Contribute towards a 401(k) plan through the Empower website.
- Company Match and Vesting:
  - » iCapital matches 100% of your contributions up to 4% of your annual gross compensation (base and bonus up to the IRS limit).
  - » The iCapital 401(k) match vests immediately.
- Online access:
  - » Rollovers can be initiated from the site (qualified Roth 401(k) and Traditional 401(k) plans).
  - » Select and view your fund.
  - » Contact info for support specialists.

<b>Contributions Limits Per IRS in 2023</b>	
<b>401(k) and Roth 401(k) (combined total contributions)</b>	\$23,000
<b>Catch-up contributions for employees 50 years old and older</b>	\$7,500

# Employee Assistance Program

You automatically have access to the Employee Assistance Program (EAP). This program provides professional, confidential telephonic or face-to-face counseling services to you and your household members at no cost. The EAP can help you resolve personal issues and problems before they affect your health, relationships and work performance.

This program is available 24 hours a day, 365 days a year for confidential counseling, referral and follow-up services for issues such as:

- Stress
- Marital or family problems
- Anxiety and depression
- Substance abuse (alcohol and/or drugs)
- Financial issues
- Child care issues – including identifying schools, day care, tutors and more
- Aging parents
- Pet care
- Maintenance and repair providers
- Community volunteer opportunities

It's important to note that all EAP conversations are voluntary and strictly confidential. If you and your counselor determine that additional assistance is needed, you'll be referred to the most appropriate and affordable resource available. Although you're responsible for the cost of referrals, these costs are often covered under your Medical plan.

Access	Contact Information
Online Access	<a href="http://rsli.acieap.com">http://rsli.acieap.com</a>
Phone Access	(855) 775-4357



# Touchcare - Health Advocacy

## Transparency Tools and Cost Comparison Reports

Our team of health assistants ensure that all members have a great experience and are left with a better understanding.

## Open Enrollment Support

1:1 Phone consultation with a TouchCare Health Assistant to help in selecting the best plan for their needs.

## Appointment Scheduling

Coordinating calendars, transferring records, we make it easy.

## Ancillary & Voluntary Benefits Support

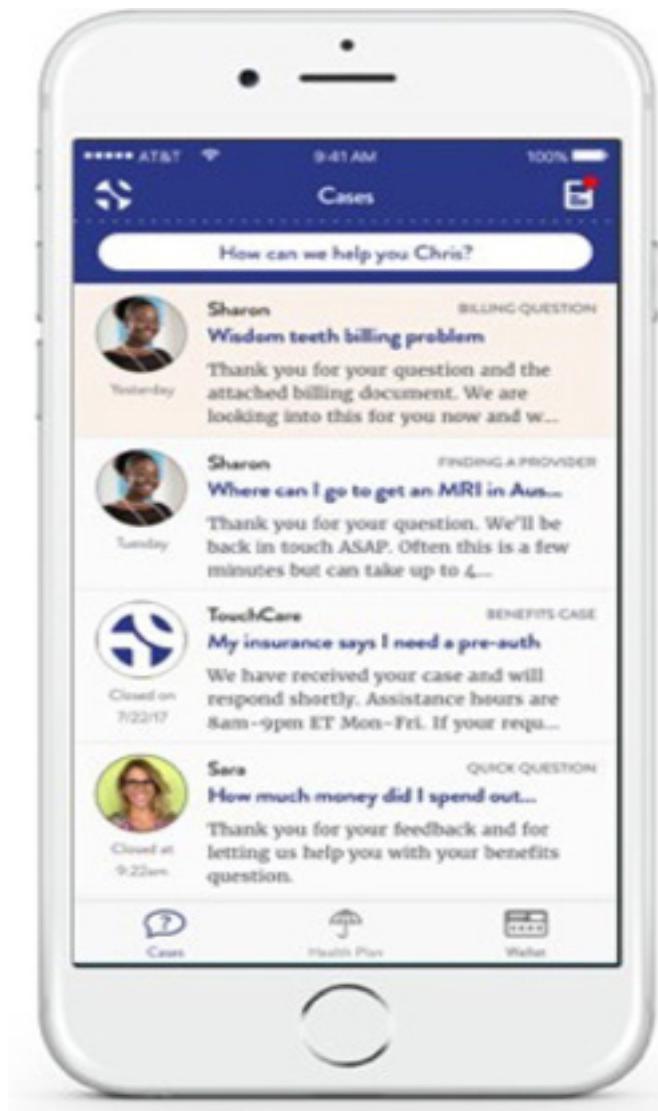
Holistic approach to benefits support for all plans offered in the benefits package.

## Billing Review and Negotiation

Over 50% of bills reviewed by TouchCare are incorrect and the average savings per review is \$568.

## RxCare

RxCare Specialists research your benefit plan and all your prescription details to explore the best options for low costs.



 **TOUCHCARE**

## Register for TouchCare

There are 4 ways to contact TouchCare: phone, e-mail, web portal and app. For the phone and email inquiries, you will only need to provide your full name and where you work. For web portal and app inquiries, there is a short registration process:

1. Visit [www.touchcare.com](http://www.touchcare.com) click on "Member Log In". Select "New Member" to create a new account. Enter your email (personal or work, whichever you prefer), and click on "Get Started".
2. Enter your First Name, Last Name, and Date of Birth. From here you can press "Check Eligibility" and enter the system. If everything looks correct, it will allow you to log in. If you cannot be verified, you can press skip and we can verify you later.

**Please Verify Employee Eligibility**

We need to check that you are eligible to use TouchCare. Enter your information below and click submit.

First Name\*

Last Name\*

Date of Birth\* (mm/dd/yyyy)

3. Sign the TouchCare consent form. This is so our Health Assistants can use this technology to work on your behalf to solve your inquiries.

**You are eligible!**

Please read, sign and date the agreement below.

**AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION  
FOR MARKETING AND PROMOTIONAL PURPOSES**

I hereby authorize TouchCare LLC d/b/a TouchCare Assist ("TouchCare") to use and disclose the Protected Health Information specified below to provide me with marketing and promotional information and communications related to TouchCare's products and services consistent with TouchCare's business purposes and operations.

**Type of information to be disclosed:** My name, contact information, and the fact that I participate in the health insurance plans and products offered by or through the group health plan sponsored by my Employer.

**I UNDERSTAND THAT:**

- The Protected Health Information used or disclosed under this authorization may be subject to

**New Member**

New to TouchCare? Enter your email to get started.

By clicking 'Get Started' you agree to our [Terms and Conditions](#)

4. Create a password. This is to keep your information safe, so make it something confidential but also something that you can remember.

**Create a Password**

You will use the email you entered and this password to login to TouchCare on the web and in the app.

Show Password

Passwords must be min. 8 characters, contain upper and lowercase letters, and at least 1 number



## Important Contacts

Type of Plan	Carrier	Website	Contact
Medical Benefits	UHC	<a href="http://www.uhc.com/">www.uhc.com/</a>	800-657-8205
Dental Benefits	MetLife	<a href="http://www.metlife.com/insurance/dental-insurance/#">www.metlife.com/insurance/dental-insurance/#</a>	800-942-0854
Vision Benefits	EyeMed	<a href="http://www.eyemed.com">www.eyemed.com</a>	844-225-3107
Life and Disability	Reliance Standard	<a href="http://www.reliancestandard.com">www.reliancestandard.com</a>	800-435-7775
Flexible Spending Health Spending Account Commuter Benefits	Wex Health	<a href="http://www.wexhealthinc.com">www.wexhealthinc.com</a>	866-451-3399
Health Advocacy	TouchCare	<a href="http://www.touchcare.com">www.touchcare.com</a>	866-486-8242
Accident Hospital Indemnity	Cigna	<a href="http://www.cigna.com">www.cigna.com</a>	800-244-6224
First Stop Health	First Stop Health	<a href="http://www.fsh.com">www.fsh.com</a>	Download the App



## Required Notices



## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.aska.dol.gov](http://www.aska.dol.gov) or call **1-866-444-EBSA (3272)**.

**If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2023. Contact your State for more information on eligibility.**

### ALABAMA - Medicaid

Website: <http://myalhipp.com/>  
Phone: 1-855-692-5447

### ALASKA - Medicaid

The AK Health Insurance Premium Payment Program  
Website: <http://myakhipp.com/>  
Phone: 1-866-251-4861  
Email: [CustomerService@MyAKHIPP.com](mailto:CustomerService@MyAKHIPP.com)  
Medicaid Eligibility:  
<https://health.alaska.gov/dpa/Pages/default.aspx>

### ARKANSAS - Medicaid

Website: <http://myarhipp.com/>  
Phone: 1-855-MyARHIPP (855-692-7447)

### CALIFORNIA - Medicaid

Health Insurance Premium Payment (HIPP) Program  
Website: <http://dhcs.ca.gov/hipp>  
Phone: 916-445-8322  
Fax: 916-440-5676  
Email: [hipp@dhcs.ca.gov](mailto:hipp@dhcs.ca.gov)

### COLORADO - Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)

Health First Colorado Website:  
<https://www.healthfirstcolorado.com/>  
Health First Colorado Member Contact Center:  
1-800-221-3943/State Relay 711  
CHP+: <https://hcpf.colorado.gov/child-health-plan-plus>  
CHP+ Customer Service: 1-800-359-1991/State Relay 711  
Health Insurance Buy-In Program (HIBI):  
<https://www.mycohibi.com/>  
HIBI Customer Service: 1-855-692-6442

### FLORIDA - Medicaid

Website: <https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html>  
Phone: 1-877-357-3268

### GEORGIA - Medicaid

GA HIPP Website: <https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp>  
Phone: 678-564-1162, Press 1  
GA CHIPRA Website: <https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra>  
Phone: 678-564-1162, Press 2

### INDIANA - Medicaid

Healthy Indiana Plan for low-income adults 19-64  
Website: <http://www.in.gov/fssa/hip/>  
Phone: 1-877-438-4479  
All other Medicaid  
Website: <https://www.in.gov/medicaid/>  
Phone: 1-800-457-4584

### IOWA - Medicaid and CHIP (Hawki)

Medicaid Website: <https://dhs.iowa.gov/ime/members>  
Medicaid Phone: 1-800-338-8366  
Hawki Website: <http://dhs.iowa.gov/Hawki>  
Hawki Phone: 1-800-257-8563  
HIPP Website: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp>  
HIPP Phone: 1-888-346-9562

**KANSAS – Medicaid**

Website: <https://www.kancare.ks.gov/>

Phone: 1-800-792-4884

HIPP Phone: 1-800-967-4660

**KENTUCKY – Medicaid**

Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:

<https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx>

Phone: 1-855-459-6328

Email: [KIHIPP.PROGRAM@ky.gov](mailto:KIHIPP.PROGRAM@ky.gov)

KCHIP Website: <https://kidshealth.ky.gov/Pages/index.aspx>

Phone: 1-877-524-4718

Kentucky Medicaid Website: <https://www.chfs.ky.gov/agencies/dms>

**LOUISIANA – Medicaid**

Website: [www.medicaid.la.gov](http://www.medicaid.la.gov) or [www.ldh.la.gov/lahipp](http://www.ldh.la.gov/lahipp)

Phone: 1-888-342-6207 (Medicaid hotline) or

1-855-618-5488 (LaHIPP)

**MAINE – Medicaid**

Enrollment Website: [https://www.mymaineconnection.gov/benefits/s/?language=en\\_US](https://www.mymaineconnection.gov/benefits/s/?language=en_US)

Phone: 1-800-442-6003

TTY: Maine relay 711

Private Health Insurance Premium Webpage:

<https://www.maine.gov/dhhs/ofi/applications-forms>

Phone: 1-800-977-6740

TTY: Maine relay 711

**MASSACHUSETTS – Medicaid and CHIP**

Website: <https://www.mass.gov/masshealth/pa>

Phone: 1-800-862-4840

TTY: 711

Email: [masspremessaging@accenture.com](mailto:masspremessaging@accenture.com)

**MINNESOTA – Medicaid**

Website: <http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/medical-assistance.jsp>

Phone: 1-800-657-3739

**MISSOURI – Medicaid**

Website: <http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>

Phone: 573-751-2005

**MONTANA – Medicaid**

Website: <http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP>

Phone: 1-800-694-3084

Email: [HHSIPPProgram@mt.gov](mailto:HHSIPPProgram@mt.gov)

**NEBRASKA – Medicaid**

Website: <http://www.ACCESSNebraska.ne.gov>

Phone: 1-855-632-7633

Lincoln: 402-473-7000

Omaha: 402-595-1178

**NEVADA – Medicaid**

Medicaid Website: <http://dhcfp.nv.gov>

Medicaid Phone: 1-800-992-0900

**NEW HAMPSHIRE – Medicaid**

Website: <https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program>

Phone: 603-271-5218

Toll free number for the HIPP program: 1-800-852-3345, ext. 5218 (in NH only)

**NEW JERSEY – Medicaid and CHIP**

Medicaid Website: <http://www.state.nj.us/humanservices/dmahs/clients/medicaid/>

Medicaid Phone: 609-631-2392

CHIP Website: <http://www.njfamilycare.org/index.html>

CHIP Phone: 1-800-701-0710

**NEW YORK – Medicaid**

Website: [https://www.health.ny.gov/health\\_care/medicaid/](https://www.health.ny.gov/health_care/medicaid/)

Phone: 1-800-541-2831

**NORTH CAROLINA – Medicaid**

Website: <https://medicaid.ncdhhs.gov/>

Phone: 919-855-4100

**NORTH DAKOTA – Medicaid**

Website: <https://www.hhs.nd.gov/healthcare>

Phone: 1-844-854-4825

**OKLAHOMA – Medicaid and CHIP**

Website: <http://www.insureoklahoma.org>

Phone: 1-888-365-3742

**OREGON – Medicaid**

Website: <http://healthcare.oregon.gov/Pages/index.aspx>

Phone: 1-800-699-9075

## PENNSYLVANIA – Medicaid and CHIP

Website: <https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx>  
Phone: 1-800-692-7462  
CHIP Website: [Children's Health Insurance Program \(CHIP\) \(pa.gov\)](http://childrens-health-insurance-program.chip.pa.gov)  
CHIP Phone: 1-800-986-KIDS (5437)

## RHODE ISLAND – Medicaid and CHIP

Website: <http://www.eohhs.ri.gov/>  
Phone: 1-855-697-4347, or  
401-462-0311 (Direct RIte Share Line)

## SOUTH CAROLINA – Medicaid

Website: <https://www.scdhhs.gov>  
Phone: 1-888-549-0820

## SOUTH DAKOTA – Medicaid

Website: <http://dss.sd.gov>  
Phone: 1-888-828-0059

## TEXAS – Medicaid

Website: [Health Insurance Premium Payment \(HIPP\) Program | Texas Health and Human Services](http://Health Insurance Premium Payment (HIPP) Program | Texas Health and Human Services)  
Phone: 1-800-440-0493

## UTAH – Medicaid and CHIP

Medicaid Website: [https://medicaid.utah.gov/](https://medicaid.utah.gov)  
CHIP Website: <http://health.utah.gov/chip>  
Phone: 1-877-543-7669

## VERMONT- Medicaid

Website: [Health Insurance Premium Payment \(HIPP\) Program | Department of Vermont Health Access](http://Health Insurance Premium Payment (HIPP) Program | Department of Vermont Health Access)  
Phone: 1-800-250-8427

## VIRGINIA – Medicaid and CHIP

Website: <https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select>  
<https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs>  
Medicaid/CHIP Phone: 1-800-432-5924  
Email: [HIPPcustomerservice@dmas.virginia.gov](mailto:HIPPcustomerservice@dmas.virginia.gov)

## WASHINGTON – Medicaid

Website: [https://www.hca.wa.gov/](https://www.hca.wa.gov)  
Phone: 1-800-562-3022

## WEST VIRGINIA – Medicaid and CHIP

Website: <https://dhhr.wv.gov/bms/>  
[http://mywvhipp.com/](http://mywvhipp.com)  
Medicaid Phone: 304-558-1700  
CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)

## WISCONSIN – Medicaid and CHIP

Website: <https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm>  
Phone: 1-800-362-3002

## WYOMING – Medicaid

Website: <https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/>  
Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since July 31, 2023, or for more information on special enrollment rights, contact either:

**U.S. Department of Labor**  
Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
1-866-444-EBSA (3272)

**U.S. Department of Health and Human Services**  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

## Important notice to employees from iCapital about creditable prescription drug coverage and Medicare

The purpose of this notice is to advise you that the prescription drug coverage listed below under the iCapital medical plan are expected to pay out, on average, at least as much as the standard Medicare prescription drug coverage will pay in 2024. This is known as "creditable coverage."

**Why this is important.** If you or your covered dependent(s) are enrolled in any prescription drug coverage during 2024 listed in this notice and are or become covered by Medicare, you may decide to enroll in a Medicare prescription drug plan later and not be subject to a late enrollment penalty – as long as you had creditable coverage within 63 days of your Medicare prescription drug plan enrollment. You should keep this notice with your important records.

If you or your family members aren't currently covered by Medicare and won't become covered by Medicare in the next 12 months, this notice doesn't apply to you.

Please read the notice below carefully. It has information about prescription drug coverage with iCapital and prescription drug coverage available for people with Medicare. It also tells you where to find more information to help you make decisions about your prescription drug coverage.

### Notice of creditable coverage

You may have heard about Medicare's prescription drug coverage (called Part D), and wondered how it would affect you. Prescription drug coverage is available to everyone with Medicare through Medicare prescription drug plans. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans also offer more coverage for a higher monthly premium.

Individuals can enroll in a Medicare prescription drug plan when they first become eligible, and each year from October 15 through December 7. Individuals leaving employer/union coverage may be eligible for a Medicare Special Enrollment Period.

If you are covered by one of the iCapital prescription drug plans, you'll be interested to know that the prescription drug coverage under the plans is, on average, at least as good as standard Medicare prescription drug coverage for 2024. This is called creditable coverage. Coverage under one of these plans will help you avoid a late Part D enrollment penalty if you are or become eligible for Medicare and later decide to enroll in a Medicare prescription drug plan.

If you decide to enroll in a Medicare prescription drug plan and you are an active employee or family member of an active employee, you may also continue your employer coverage. In this case, the iCapital plan will continue to pay primary or secondary as it had before you enrolled in a Medicare prescription drug plan. If you waive or drop iCapital coverage, Medicare will be your only payer. You can re-enroll in the employer plan at annual enrollment or if you have a special enrollment or other qualifying event, or otherwise become newly eligible to enroll in the iCapital plan mid-year, assuming you remain eligible.

You should know that if you waive or leave coverage with iCapital and you go 63 days or longer without creditable prescription drug coverage (once your applicable Medicare enrollment period ends), your monthly Part D premium will go up at least 1% per month for every month that you did not have creditable coverage. For example, if you go 19 months without coverage, your Medicare prescription drug plan premium will always be at least 19% higher than what most other people pay. You'll have to pay this higher premium as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to enroll in Part D.

You may receive this notice at other times in the future – such as before the next period you can enroll in Medicare prescription drug coverage, if this iCapital coverage changes, or upon your request.

For more information about your options under Medicare prescription drug coverage.

More detailed information about Medicare plans that offer prescription drug coverage is in the Medicare & You handbook. Medicare participants will get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans. Here's how to get more information about Medicare prescription drug plans:

- Visit [www.medicare.gov](http://www.medicare.gov) for personalized help.
- Call your State Health Insurance Assistance Program (see a copy of the Medicare & You handbook for the telephone number) or visit the program online at <https://www.shiptacenter.org/>.
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

For people with limited income and resources, extra help paying for a Medicare prescription drug plan is available. Information about this extra help is available from the Social Security Administration (SSA). For more information about this extra help, visit SSA online at [www.socialsecurity.gov](http://www.socialsecurity.gov) or call 1-800-772-1213 (TTY 1-800-325-0778).

**Remember: Keep this notice. If you enroll in a Medicare prescription drug plan after your applicable Medicare enrollment period ends, you may need to provide a copy of this notice when you join a Part D plan to show that you are not required to pay a higher Part D premium amount.**

For more information about this notice or your prescription drug coverage, contact:

[benefits@icapitalnetwork.com](mailto:benefits@icapitalnetwork.com)

### Notice of Special Enrollment Rights for Medical/Health plan coverage

As you know, if you have declined enrollment in iCapital's health plan for you or your dependents (including your spouse) because of other health insurance coverage, you or your dependents may be able to enroll in some coverages under this plan without waiting for the next open enrollment period, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your eligible dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

iCapital will also allow a special enrollment opportunity if you or your eligible dependents either:

- Lose Medicaid or Children's Health Insurance Program (CHIP) coverage because you are no longer eligible, or
- Become eligible for a state's premium assistance program under Medicaid or CHIP.

For these enrollment opportunities, you will have 60 days – instead of 30 – from the date of the Medicaid/CHIP eligibility change to request enrollment in the iCapital group health plan. Note that this new 60-day extension doesn't apply to enrollment opportunities other than due to the Medicaid/CHIP eligibility change.

Note: If your dependent becomes eligible for a special enrollment right, you may add the dependent to your current coverage or change to another health plan.

### Women's Health And Cancer Rights Act Notice

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and

- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call your plan administrator at [benefits@icapitalnetwork.com](mailto:benefits@icapitalnetwork.com).

### Newborns' And Mothers' Health Protection Act Notice

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). If you would like more information on maternity benefits, contact your plan administrator at [benefits@icapitalnetwork.com](mailto:benefits@icapitalnetwork.com).

### HIPAA Privacy notice reminder

The privacy rules under the Health Insurance Portability and Accountability Act (HIPAA) require the iCapital Employee Benefits Plan (the "Plan") to periodically send a reminder to participants about the availability of the Plan's Privacy Notice and how to obtain that notice. The Privacy Notice explains participants' rights and the Plan's legal duties with respect to protected health information (PHI) and how the Plan may use and disclose PHI.

To obtain copy of the Privacy Notice contact iCapital Human Resources.

### iCapital HIPAA privacy notice

Please carefully review this notice. It describes how medical information about you may be used and disclosed and how you can get access to this information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on the use and disclosure of individual health information by iCapital health plans. This information, known as protected health information, includes almost all individually identifiable health information held by a plan — whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of these plans: Medical, Dental, Vision. The plans covered by this notice may share health information with each other to carry out treatment, payment, or health care operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

## The Plan's duties with respect to health information about you

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It's important to note that these rules apply to the Plan, not iCapital as an employer — that's the way the HIPAA rules work. Different policies may apply to other iCapital programs or to data unrelated to the Plan.

## How the Plan may use or disclose your health information

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of what that might entail:

- **Treatment** includes providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. For example, the Plan may share your health information with physicians who are treating you.
- **Payment** includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations, and provide reimbursement for health care. This can include determining eligibility, reviewing services for medical necessity or appropriateness, engaging in utilization management activities, claims management, and billing; as well as performing "behind the scenes" plan functions, such as risk adjustment, collection, or reinsurance. For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan to coordinate payment of benefits.
- **Health care operations** include activities by this Plan (and, in limited circumstances, by other plans or providers), such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Health care operations also include evaluating vendors; engaging in credentialing, training, and accreditation activities; performing underwriting or premium rating; arranging for medical review and audit activities; and conducting business planning and development. For example, the Plan may use information about your claims to audit the third parties that approve payment for Plan benefits.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes.

## How the Plan may share your health information with iCapital

The Plan, or its health insurer or HMO, may disclose your health information without your written authorization to iCapital for plan administration purposes. iCapital may need your health information to administer benefits under the Plan. iCapital agrees not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Benefits and payroll staff are the only iCapital employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Plan and iCapital, as allowed under the HIPAA rules:

- The Plan, or its insurer or HMO, may disclose "summary health information" to iCapital, if requested, for purposes of obtaining premium bids to provide coverage under the Plan or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants' claims information, from which names and other identifying information have been removed.
- The Plan, or its insurer or HMO, may disclose to iCapital information on whether an individual is participating in the Plan or has enrolled or disenrolled in an insurance option or HMO offered by the Plan.

In addition, you should know that iCapital cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by iCapital from other sources — for example, under the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation programs — is not protected under HIPAA (although this type of information may be protected under other federal or state laws).

## Other allowable uses or disclosures of your health information

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information about your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the chance to agree or object to these disclosures (although exceptions may be made — for example, if you're not present or if you're incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

<b>Workers' compensation</b>	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with the laws	<b>Law enforcement purposes</b>	Disclosures to law enforcement officials required by law or legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosures about a death that may have resulted from criminal conduct; and disclosures to provide evidence of criminal conduct on the Plan's premises
<b>Necessary to prevent serious threat to health or safety</b>	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (or to the target of the threat); includes disclosures to help law enforcement officials identify or apprehend an individual who has admitted participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody	<b>Decedents</b>	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties
<b>Public health activities</b>	Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects	<b>Organ, eye, or tissue donation</b>	Disclosures to organ procurement organizations or other entities to facilitate organ, eye, or tissue donation and transplantation after death
<b>Victims of abuse, neglect, or domestic violence</b>	Disclosures to government authorities, including social services or protective services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you'll be notified of the Plan's disclosure if informing you won't put you at further risk)	<b>Research purposes</b>	Disclosures subject to approval by institutional or private privacy review boards, subject to certain assurances and representations by researchers about the necessity of using your health information and the treatment of the information during a research project
<b>Judicial and administrative proceedings</b>	Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information)	<b>Health oversight activities</b>	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws
		<b>Specialized government functions</b>	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates
		<b>HHS investigations</b>	Disclosures of your health information to the Department of Health and Human Services to investigate or determine the Plan's compliance with the HIPAA privacy rule

Except as described in this notice, other uses and disclosures will be made only with your written authorization. For example, in most cases, the Plan will obtain your authorization before it communicates with you about products or programs if the Plan is being paid to make those communications. If we keep psychotherapy notes in our records, we will obtain your authorization in some cases before we release those records. The Plan will never sell your health information unless you have authorized us to do so. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use, or disclosure of your unsecured health information as required by law.

The Plan will notify you if it becomes aware that there has been a loss of your health information in a manner that could compromise the privacy of your health information.

## Your individual rights

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

### Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse

You have the right to ask the Plan to restrict the use and disclosure of your health information for treatment, payment, or health care operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death — or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. If the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

An entity covered by these HIPAA rules (such as your health care provider) or its business associate must comply with your request that health information regarding a specific health care item or service not be disclosed to the Plan for purposes of payment or health care operations if you have paid out of pocket and in full for the item or service.

### Right to receive confidential communications of your health information

If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

### Right to inspect and copy your health information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "designated record set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. The Plan may deny your right to access, although in certain circumstances, you may request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request (60 days if the health information is not accessible on site), the Plan will provide you with one of these responses:

- The access or copies you requested
- A written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint
- A written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request

You may also request your health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. If the Plan doesn't maintain the health information but knows where it is maintained, you will be informed where to direct your request.

If the Plan keeps your records in an electronic format, you may request an electronic copy of your health information in a form and format readily producible by the Plan. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous, and specific. Any charge that is assessed to you for these copies must be reasonable and based on the Plan's cost.

### Right to amend your health information that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a designated record set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the designated record set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will take one of these actions:

- Make the amendment as requested
- Provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint
- Provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request

### Right to receive an accounting of disclosures of your health information

You have the right to a list of certain disclosures of your health information the Plan has made. This is often referred to as an “accounting of disclosures.” You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six years before the date of your request. You do not have a right to receive an accounting of any disclosures made in any of these circumstances:

- For treatment, payment, or health care operations
- To you about your own health information
- Incidental to other permitted or required disclosures
- Where authorization was provided
- To family members or friends involved in your care (where disclosure is permitted without authorization)
- For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances
- As part of a “limited data set” (health information that excludes certain identifying information)

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official.

If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You’ll be notified of the fee in advance and have the opportunity to change or revoke your request.

### Right to obtain a paper copy of this notice from the Plan upon request

You have the right to obtain a paper copy of this privacy notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.

### Changes to the information in this notice

The Plan must abide by the terms of the privacy notice currently in effect. This notice takes effect on 1/1/2024. However, the Plan reserves the right to change the terms of its privacy policies, as described in this notice, at any time and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan’s privacy policies described in this notice, you will be provided with a revised privacy notice.

### Complaints

If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan and to the Secretary of Health and Human Services. You won’t be retaliated against for filing a complaint. To file a complaint, contact iCapital Human Resources.

### Contact

For more information on the Plan’s privacy policies or your rights under HIPAA, contact [benefits@icapitalnetwork.com](mailto:benefits@icapitalnetwork.com).

## New health insurance marketplace coverage options and your health coverage

### No Surprises Act notice

#### Your Rights and Protections Against Surprise Medical Bills

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

##### What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain **out-of-pocket costs**, like a **copayment**, **coinsurance**, or **deductible**. You may have additional costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network.

"Out-of-network" means providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a service. This is called "balance billing." This amount is likely more than in-network costs for the same service and might not count toward your plan's deductible or annual out-of-pocket limit.

"Surprise billing" is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

##### You're protected from balance billing for:

###### **Emergency services**

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You can't be balance billed for these emergency services. This includes services you may get after you're in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.

##### Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can't balance bill you and may not ask you to give up your protections not to be balance billed.

If you get other types of services at these in-network facilities, out-of-network providers can't balance bill you, unless you give written consent and give up your protections.

**You're never required to give up your protections from balance billing. You also aren't required to get out-of-network care. You can choose a provider or facility in your plan's network.**

##### When balance billing isn't allowed, you also have these protections:

- You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductible that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.
- Generally, your health plan must:
  - » Cover emergency services without requiring you to get approval for services in advance (also known as "prior authorization").
  - » Cover emergency services by out-of-network providers.
  - » Base what you owe the provider or facility (cost-sharing) on what it would pay an in network provider or facility and show that amount in your explanation of benefits.
  - » Count any amount you pay for emergency services or out-of-network services toward your in-network deductible and out-of-pocket limit.

**If you think you've been wrongly billed,** contact U.S. Department of Health and Human Services. The federal phone number for information and complaints is: 1-800-985-3059. Visit **No Surprises Act | CMS** for more information about your rights under federal law.

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